

October 7, 2025
5:30PMCity Hall, Council Chambers
23 N 2nd St**AGENDA**

The Council meeting will be held both in person and virtually. If you are not attending in person and would like to attend the meeting remotely you can do so by either of the following ways:

United States Toll Free: 1-888-475-4499

Access Code: 903 385 0484

Passcode: 54487

OR

On your computer or smart device by visiting www.zoom.com and clicking "JOIN"

**COUNCIL
MEMBERS**

STEVEN E TASKAY
MAYOR
TERM EXP. 2026
PRESIDING OFFICER

MICKEY LOKA
TERM EXP. 2025

PATRICIA E. HASKIN
TERM EXP. 2026

ROBERT SOWARD
APPOINTED UNTIL 2026
TERM EXP. 2027

JEFF KAHLE
TERM EXP. 2028
PRESIDENT

DALE ERNST
TERM EXP. 2026

WILL GARSKE
TERM EXP. 2027

MIKE LOKA
TERM EXP. 2027

VACANT
TERM EXP. 2028

STEVE "DING" BARTZ
TERM EXP. 2026

A. **Call to Order**B. **Roll Call**C. **Pledge of Allegiance**D. **Public Comments** (During this item on the agenda the Council listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.)E. **Minutes of Previous Meetings**

1. September 2, 2025 (page 3)

F. **Approval of Checks and Vouchers**

General Fund account checks 118140 to 118250 and 15 electronic payments in the amount of \$344,318.63 and payroll checks 53436 – 53455 and direct deposit checks V15029– V15163 in the amount of \$169,742.83 (page 6)

G. **Reports**

1. Committee Reports

- i. Planning and Zoning Commission (Mayor Steve Taskay)
- ii. Board of Public Works (Leads Rosenmeier, Hanna, and Thiemer)
- iii. Health and Safety Committee (Aldersperson Will Garske)
- iv. Finance Committee (Aldersperson Mickey Loka)
- v. Park and Recreations Committee (Aldersperson Jeff Kahle)
- vi. Commission on Aging (Aldersperson Mike Loka)
- vii. Library Board (Director Heidi O'Hare)

H. Mayor's Report

- I. Written Report from Tomahawk Main Street Inc. (page 17)

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

H. **Licenses and Permits**

1. Operator Licenses (page 20)
2. Special Event - Wisconsin Rock Lizards Youth Baseball 9U Tournament – May 1 to 3, 2026 (page 21)

I. **Resolutions**

1. Authorization Resolution to Apply for Wisconsin Development Corporation (WEDC) Community Development Investment (CDI) Grant for the Redevelopment of 202 W Wisconsin Ave (Former Book Store) (page 24)

J. **Other Business**

1. Developer's Agreement for Receipt and Disbursement of Community Development Investment Grant Funds for 202 W Wisconsin Ave (Former Book Store) (Page 25)
2. Award Agreement for Contracted Cleaning Services for Tomahawk Senior Center (page 31)

K. **Schedule Next Meeting Date and Time**

1. November 4, 2025 at 5:30 p.m.

L. **Adjournment**

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Common Council
City of Tomahawk, City Council Chambers
23 N 2nd St, Tomahawk, WI 54487
September 2, 2025, at 5:30 p.m.

Call to Order: Mayor Steven Taskay called the Common Council to order at 5:30 p.m.

Roll Call: Council members present were Mickey Loka, Patricia Haskin, Robert Soward, Jeff Kahle, Dale Ernst, Will Garske, Mike Loka, and Steve “Ding” Bartz.

Also in attendance were Mayor Steven E. Taskay, Clerk/Treasurer Amanda L. Bartz, Street Leadsperson Nick Rosenmeier, Library Director Heidi O’Hare, Sara Guild from Lincoln County Economic Development Corporation, Zach Garner from WJJQ, and Samantha Colburn.

Pledge of Allegiance: Mayor TASKAY led the Council in the Pledge of Allegiance.

Public comments: There were no public comments.

Public Hearing: GARSKE MOVED to enter into the public hearing and Mickey LOKA seconded. The VOTE was unanimous. The public hearing was called to order at 5:31 p.m.

2025-02, an ordinance of the City of Tomahawk to amend the Municipal Code, Chapter 66 Park and Recreations by adding Section 66-3 Park Regulations and Section 66-4 Park Operation
There were no public comments.

2025-03, an ordinance Amending Chapter 98 Utilities, Article III Sanitary Sewers, Sewer Service Charges
There were no public comments.

2025-04, an ordinance to Amend the City of Tomahawk Municipal Code by Amending Chapter 94 Traffic and Vehicles, Article III Operation of Vehicles Generally, Section 94-75 City Truck Routes
There were no public comments.

A resolution designating parts of the City of Tomahawk as Animal Nuisance Areas and Allowing Bow and Arrow Hunting within those Areas
There were no public comments.

BARTZ MOVED to close the public hearing and GARSKE seconded. The VOTE was unanimous. The public hearing was closed at 5:33 p.m.

Minutes of Previous Meetings: HASKIN MOVED to approve the minutes from August 5, 2025 as presented and GARSKE seconded. The VOTE was unanimous.

Approval of Checks and Vouchers: Mickey LOKA MOVED to approve General Fund account checks 118065 to 118139 and 18 electronic payments in the amount of \$247,873.01 and payroll checks 53428 – 53435 and direct deposit checks V14939 – V15028 in the amount of \$109,359.18. BARTZ seconded. The VOTE was unanimous.

1 **Reports:**

2 Planning and Zoning Commission: Planning and Zoning Commission has not met since the last
3 Council meeting.

4
5 Board of Public Works: Nick Rosenmeier stated that the Board of Public Works met on August 26,
6 2025. He reported that during the financial report Ernst asked about the status of the wastewater
7 budget, a resident requested an ordinance for a railroad quiet zone on S Tomahawk Ave crossing,
8 Board was informed that Jesse Calhoun was hired to fill the vacant street department position,
9 information was shared on the wastewater main break/leak, he stated that Department of Natural
10 Resources was notified and they were following their instruction and that a letter was sent to all the
11 residents and private wells regarding the leak and testing. Department reports were also given.

12
13 Health and Safety Committee: GARSKE reported that the Committee met on August 26, 2024. All of
14 the items discussed are before the Council.

15
16 Finance Committee: Mickey LOKA reported that the Finance Committee has met multiple times
17 this last including working on the budget and approving the sale of a lot on Hwy 86.

18
19 Park and Recreations Committee: BARTZ reported that the Park and Recreations Committee
20 discussed the use of wake surfing boats on Lake Mohawksin.

21
22 Library Board: O'HARE reported that the Library attended the Harley Davidson Wellness Fair. She
23 stated that most of the inquiries were about Libby and audio book because they are able to listen to
24 them at their workstations. O'HARE also reported that Smokey Bear visited the Library for his
25 birthday in August.

26
27 O'HARE stated that the outside garbage can was vandalized.

28
29 O'HARE stated that they received a Tomahawk Thrift Store grant and a Star Net Community grant
30 for Flight Path to learn about migrating birds and light bleed and songbirds.

31
32 Mayor's Report: Mayor TASKAY gave a brief report.

33
34 Tomahawk Main Street, Inc. (TMS): The Council reviewed the written report by TMS.

35
36 **License and Permits**

37 Operator Licenses: GARSKE MOVED to approve the operator licenses and HASKIN seconded. The
38 VOTE was unanimous.

39
40 Class A Beer, WI Cstore 706 N 4th St: GARSKE MOVED to approve the license and HASKIN
41 seconded. The VOTE was unanimous.

42
43 Tobacco License, WI Cstore 706 N 4th St: GARSKE MOVED to approve license and HASKIN
44 seconded. The VOTE was unanimous.

45
46 **Ordinances**

47 2025-02, an ordinance of the City of Tomahawk to amend the Municipal Code, Chapter 66 Parks
48 and Recreations by adding Section 66-3 Park Regulations and 66-4 Park Operation: HASKIN
49 MOVED to adopt the proposed ordinance and KAHLE seconded. The VOTE was unanimous.

1
2 2025-03, an ordinance of the City of Tomahawk amending Chapter 98 Utilities, Article III Sanitary
3 Sewers, Sewer Service Charges: BARTZ MOVED to adopt the proposed ordinance and Mickey LOKA
4 seconded. The VOTE was unanimous.

5
6 2025-04. an ordinance to Amend the City of Tomahawk Municipal Code by Amending Chapter 94
7 Traffic and Vehicles, Article III Operation of Vehicles Generally, Section 94-75 City Truck Routes:
8 HASKIN MOVED to adopt the proposed ordinance and BARTZ seconded. The VOTE was
9 unanimous.

10
11 **Resolutions**

12 A borrowing resolution in accordance with the provisions of Chapter 24 of the Wisconsin Statutes
13 approving borrowing from the State Trust Fund of the State of Wisconsin in the sum of Two Hundred
14 Fifteen Thousand dollars and 00/100 (\$215,000) for the purpose of financing *King Road Sidewalk Project*
15 and for no other purpose

16 GARSKE MOVED to approve the proposed resolution as presented and BARTZ seconded. The roll
17 call VOTE was unanimous.

18
19 A resolution designating parts of the City of Tomahawk as Animal Nuisance Areas and Allowing Bow and
20 Arrow Hunting within those Areas

21 KAHLE MOVED to approve the proposed resolution and GARSKE seconded. The VOTE was 7-1 with
22 Mike LOKA opposed.

23
24 **Other Business**

25 Memorandum of Understanding (MOU) Between the Tomahawk Public Library and the City of
26 Tomahawk:

27 HASKIN asked what the original MOU was. Clerk BARTZ stated that they do not have that she was
28 aware of. She stated that this is the first time an MOU has been approved of between City
29 Departments. She stated that there are no MOU's between other departments like the Streets,
30 Water, Wastewater, Police, etc.

31
32 HASKIN MOVED to approve the Memorandum of Understanding between the Tomahawk Public
33 Library and the City of Tomahawk, ERNST seconded. The VOTE was unanimous.

34
35 **Set Time and Date of Next meeting:** The next regular meeting of the Common Council is
36 scheduled for October 7, 2025, at City Hall, Council Chambers at 5:30 p.m.

37
38 **Adjournment:** GARSKE MOVED to adjourn the meeting of Common Council and Mike LOKA
39 seconded. The VOTE was unanimous. The meeting was adjourned at 5:46 p.m.

40
41 Approved: _____

42
43 _____
44 Steven E. Taskay, Mayor

Amanda L. Bartz, Clerk/Treasurer

9/22/2025

4:37 PM

Reprint Check Register - Quick Report - ALL

Page: 1

ACCT

Crossbridge - General Fund Checking

ALL Checks

Posted From: 8/21/2025 From Account:
 Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFTPS	9/05/2025	EFTPS - Federal Taxes	16,721.10
118140	8/22/2025	Aflac	868.46
118141	8/22/2025	Auto Owner's Life Insurance	45.62
118142	8/22/2025	Baker & Taylor Books	996.47
118143	8/22/2025	Brandt, Victoria	21.64
118144	8/22/2025	Cengage Group	156.69
118145	8/22/2025	Center Point Large Print	47.94
118146	8/22/2025	Contemporary Homes LLC	300.00
118147	8/22/2025	Edwards, Patrick	100.00
118148	8/22/2025	Forth Floral	34.38
118149	8/22/2025	Frontier	360.14
118150	8/22/2025	Gruett, Dustin	300.00
118151	8/22/2025	Herman Lee Contstruction	300.00
118152	8/22/2025	LASER INNOVATIONS, INC	82.62
118153	8/22/2025	Medford Cooperative	43.15
118154	8/22/2025	Micromarketing LLC	49.99
118155	8/22/2025	North Star Emergency Vehicle Service LLC	1,652.09
118156	8/22/2025	Northern Advantage Builders LLC	300.00
118157	8/22/2025	O'Hare, Heidi	69.06
118158	8/22/2025	Otis Elevator Company Inc	1,100.00
118159	8/22/2025	Qualheim's True Value 22645	137.29
118160	8/22/2025	RANDALL, TAYLOR	200.00
118161	8/22/2025	Renning Lewis & Lacy	3,412.50
118162	8/22/2025	Rivistas, LLC	1,160.81
118163	8/22/2025	Schoone Construction	300.00
118164	8/22/2025	SCHOONE, STEVE	300.00
118165	8/22/2025	The Penworthy Company LLC	432.12
118166	8/22/2025	Tonies US, Inc	1,336.00
118167	8/22/2025	Trig's	6.49
118168	8/22/2025	Victory Janitorial Inc	144.19
118169	8/22/2025	Victory Janitorial Inc	300.77
118170	8/22/2025	Winter, Mike	300.00
118177	8/29/2025	Aflac Dental and Vision	212.94

Crossbridge - General Fund Checking

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118178	8/29/2025	Anderson, Daniel	1,500.00
118179	8/29/2025	Hilgendorf, David	2,199.16
118180	8/29/2025	Medford Cooperative	854.80
118181	8/29/2025	Meyers Marine	309.80
118182	8/29/2025	WJJQ RADIO STATION-ALBERT BROADCASTING INC.	1,800.00
118183	9/04/2025	Ascendance Trucks Central, LLC	55,361.14
118184	9/05/2025	Lincoln County Health Department	200.00
118185	9/09/2025	City of Tomahawk Petty Cash	51.75
118186	9/05/2025	ABC Exterminating, Inc	245.00
118187	9/05/2025	Airgas, USA, LLC	129.67
118188	9/05/2025	Amazon Capital Services	202.46
118189	9/05/2025	Auto Owner's Life Insurance	25.37
118190	9/05/2025	Baker & Taylor Books	1,639.24
118191	9/05/2025	BP	75.00
118192	9/05/2025	Bumper to Bumper	1,773.89
118193	9/05/2025	Cengage Learning Inc/Gale	266.15
118194	9/05/2025	Charter Communications	576.64
118195	9/05/2025	City of Tomahawk (Utilities)	1,019.74
118196	9/05/2025	City of Tomahawk (Utilities)	320.44
118197	9/05/2025	EO Johnson Company	150.00
118198	9/05/2025	Ferguson Waterworks #1476	1,066.80
118199	9/05/2025	Frontier	414.32
118200	9/05/2025	Home Depot Credit Services	420.95
118201	9/05/2025	Kwik Trip	1,692.27
118202	9/05/2025	L&S Truck Service Inc	376.24
118203	9/05/2025	Meyers, Leonard	655.30
118204	9/05/2025	Micromarketing LLC	125.93
118205	9/05/2025	Napa Auto Parts	214.88
118206	9/05/2025	North Lakeland Discovery Center	246.00
118207	9/05/2025	Northeast Asphalt Inc	919.47
118208	9/05/2025	Northwoods Lube & Tire	48.49
118209	9/05/2025	O'Hare, Heidi	312.06
118210	9/05/2025	Rhyme Business Products	448.67

Crossbridge - General Fund Checking

ALL Checks

Posted From: 8/21/2025 From Account:
 Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118211	9/05/2025	Richson, Roxanne	592.45
118212	9/05/2025	THE UNIFORM SHOPPE	5,777.90
118213	9/05/2025	Verizon Wireless	442.53
118214	9/05/2025	Viegut's Do-It Express	1,122.42
118215	9/05/2025	WI Professional Police Assocation, Inc.	274.20
118216	9/10/2025	QUALITY TITLE, INC	78,900.00
118217	9/11/2025	Right Shine Janitorial LLC	2,400.00
118218	9/16/2025	SECURIAN FINANCIAL GROUP, INC	595.25
118219	9/16/2025	Security Health Plan	38,308.82
118220	9/16/2025	Lincoln County Register of Deeds	30.00
118221	9/19/2025	AT&T Mobility	99.33
118222	9/19/2025	Auto Owner's Life Insurance	14.97
118223	9/19/2025	Business Insurance Group	11,765.00
118224	9/19/2025	Charter Communications	189.94
118225	9/19/2025	Charter Communications	416.14
118226	9/19/2025	Diversified Benefit Services, Inc.	136.62
118227	9/19/2025	Fastenal Company	691.00
118228	9/19/2025	Fire Safety USA, Inc	1,487.95
118229	9/19/2025	Four Seasons Home Owner Services LLC	200.00
118230	9/19/2025	Hometown Feed Mill	100.00
118231	9/19/2025	Kwik Trip	1,489.34
118232	9/19/2025	L&S Truck Service Inc	1,965.00
118233	9/19/2025	Medford Cooperative	1,543.27
118234	9/19/2025	Michael Schnautz Assessments	9,500.00
118235	9/19/2025	Mischief & Magic	387.50
118236	9/19/2025	Multi Media Channels, LLC	345.00
118237	9/19/2025	Napa Auto Parts	1,437.78
118238	9/19/2025	Northeast Asphalt Inc	123.50
118239	9/19/2025	Oh Jay Services	2,610.00
118240	9/19/2025	Plan It Software LLC	6,300.00
118241	9/19/2025	Portable Welding & Repair LLC	3,875.00
118242	9/19/2025	QTPOD ON DEMAND	1,195.00
118243	9/19/2025	Renning Lewis & Lacy	2,296.00

Crossbridge - General Fund Checking

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118244	9/19/2025	Schierl Tire and Service	399.20
118245	9/19/2025	Technology Management	9,946.30
118246	9/19/2025	Tomahawk Builders Supply	6.11
118247	9/19/2025	Transcendent Technologies	1,055.00
118248	9/19/2025	Verizon Wireless	370.47
118249	9/19/2025	Victory Janitorial Inc	1,006.39
118250	9/19/2025	WJJQ RADIO STATION-ALBERT BROADCASTING INC.	750.00
VESTIS	9/19/2025	Vestis	660.93
DogPark	9/05/2025	Republic Services #645	270.77
Empower	9/05/2025	Empower	1,591.54
EMPOWER	9/19/2025	Empower	1,612.66
Invoices	9/18/2025	Amazon Capital Services	272.73
City Hall	9/19/2025	Vestis	372.00
Taxw/Held	9/05/2025	State Withholding	2,850.91
Taxw/held	9/19/2025	State Withholding	2,977.95
Retirement	9/05/2025	Wisconsin Dept of Employee Trust Funds	25,076.86
Credit Card	8/22/2025	Cardmember Service	3,407.82
Credit Card	8/22/2025	Cardmember Service	2,954.78
Library Inv	9/19/2025	Amazon Capital Services	1,947.49
Cont Service	9/19/2025	Vestis	119.76
Cont Service	9/19/2025	Republic Services #645	2,622.96
Grand Total			344,318.63

Crossbridge - General Fund Checking

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	245,734.04
Total Expenditure from Fund # 210 - Library Fund	17,947.56
Total Expenditure from Fund # 219 - ARPA Fund	12,496.30
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	68,076.12
Total Expenditure from Fund # 610 - WATER FUND	64.61
Total Expenditure from all Funds	344,318.63

Crossbridge - Payroll

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
53436	8/22/2025	Borem, Steven	1,714.01
53437	8/22/2025	ERNST, ROBERT	1,659.74
53438	8/22/2025	Keppert, Keith	757.79
53439	8/22/2025	LINTEREUR, ZEPHYR Z	45.03
53440	9/05/2025	BARTZ, STEVEN	507.92
53441	9/05/2025	Borem, Steven	1,687.10
53442	9/05/2025	ERNST, DALE	507.92
53443	9/05/2025	ERNST, ROBERT	1,659.74
53444	9/05/2025	GARSKE, WILLIAM	507.92
53445	9/05/2025	KAHLE, JEFFREY	507.92
53446	9/05/2025	Keppert, Keith	399.89
53447	9/05/2025	LINTEREUR, ZEPHYR Z	45.03
53448	9/05/2025	Soward, Robert	535.81
53449	9/19/2025	Borem, Steven	1,714.01
53450	9/19/2025	ERNST, ROBERT	1,659.74
53451	9/19/2025	Keppert, Keith	81.26
53452	9/19/2025	LINTEREUR, ZEPHYR Z	45.03
53453	9/19/2025	WATRUBA, ALYSIA	1,034.73
53454	9/19/2025	Rosenmeier, Nicholas	468.85
53455	9/19/2025	VACHO, TRAVIS	212.19
V15029	8/22/2025	Aniol, Summer	647.96
V15030	8/22/2025	Bartz, Amanda	1,779.00
V15031	8/22/2025	BECKER, BETTY	110.82
V15032	8/22/2025	Brandt, Victoria	605.25
V15033	8/22/2025	Cerkas, Alena	177.32
V15034	8/22/2025	DOTTER, DEREK J	1,538.18
V15035	8/22/2025	ELVINS, ALFRED	2,286.80
V15036	8/22/2025	Espeseth, Jonathon	580.73
V15037	8/22/2025	Frostman, Matthew	1,603.04
V15038	8/22/2025	Gorell, Matthew	2,217.01
V15039	8/22/2025	Hanna, Glenn	2,228.63
V15040	8/22/2025	Haring, Andrew	736.94
V15041	8/22/2025	Johnson, Brianna	166.23

Crossbridge - Payroll

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15042	8/22/2025	Krich, Michael D	1,933.25
V15043	8/22/2025	Krosschell, Chyannye	447.99
V15044	8/22/2025	LANE, RUSSELL	1,687.83
V15045	8/22/2025	Loka, Kathryn	124.67
V15046	8/22/2025	Losey, Chad	311.68
V15047	8/22/2025	Messino, Jessica	852.09
V15048	8/22/2025	MILLER, ANNETTE M	1,204.15
V15049	8/22/2025	O'HARE, HEIDI	1,510.65
V15050	8/22/2025	O'Neill, Megan	210.55
V15051	8/22/2025	PAGENKOPF, PEGGY	243.80
V15052	8/22/2025	PANKOW, CHARLES	1,597.98
V15053	8/22/2025	Picl, Ryan	1,785.54
V15054	8/22/2025	Pleau, Raen	728.97
V15055	8/22/2025	PUESTOW, ALLISON	1,223.48
V15057	8/22/2025	Rosenmeier, Nicholas	1,710.87
V15058	8/22/2025	Scherer, Roni Kay	0.00
V15059	8/22/2025	Sherman, Abbey	1,751.67
V15060	8/22/2025	Sherman, Zachary	1,607.51
V15061	8/22/2025	Shore, Diana	575.34
V15062	8/22/2025	Susa, Brett	2,009.13
V15063	8/22/2025	Sutton, Bonnie	715.54
V15064	8/22/2025	Swenty, Miranda Jean	1,519.02
V15065	8/22/2025	Taskay, Steven	188.11
V15066	8/22/2025	Thiemer, Richard	2,057.08
V15067	8/22/2025	VACHO, TRAVIS	1,609.80
V15070	8/22/2025	WATRUBA, ALYSIA	1,703.86
V15071	8/22/2025	WEBSTER, MASON	1,595.25
V15072	8/22/2025	White, John	1,855.87
V15073	8/22/2025	ZELTON, MARY KAY	228.80
V15074	8/22/2025	VanStrydonk, Lexie	916.02
V15075	8/22/2025	VanStrydonk, Lexie	1,099.57
V15076	9/05/2025	Aniol, Summer	312.52
V15077	9/05/2025	Bartz, Amanda	1,768.76

Crossbridge - Payroll

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15078	9/05/2025	BECKER, BETTY	155.14
V15079	9/05/2025	Brandt, Victoria	566.45
V15080	9/05/2025	Cerkas, Alena	267.56
V15081	9/05/2025	DOTTER, DEREK J	1,640.20
V15082	9/05/2025	ELVINS, ALFRED	2,138.52
V15083	9/05/2025	Espeseth, Jonathon	2,188.34
V15084	9/05/2025	Frostman, Matthew	1,641.63
V15085	9/05/2025	Gorell, Matthew	2,210.69
V15086	9/05/2025	Hanna, Glenn	1,656.78
V15087	9/05/2025	Haring, Andrew	662.51
V15088	9/05/2025	Johnson, Brianna	243.80
V15089	9/05/2025	Krich, Michael D	1,991.99
V15090	9/05/2025	Krosschell, Chyannye	709.64
V15091	9/05/2025	LANE, RUSSELL	1,667.03
V15092	9/05/2025	Loka, Kathryn	27.70
V15093	9/05/2025	LOKA, MICHAEL J.	504.60
V15094	9/05/2025	LOKA, MICHAEL L.	507.92
V15095	9/05/2025	Losey, Chad	430.12
V15096	9/05/2025	Messino, Jessica	869.17
V15097	9/05/2025	MILLER, ANNETTE M	1,183.57
V15098	9/05/2025	O'HARE, HEIDI	1,498.55
V15099	9/05/2025	O'Neill, Megan	210.55
V15100	9/05/2025	PAGENKOPF, PEGGY	288.14
V15101	9/05/2025	PANKOW, CHARLES	1,719.73
V15102	9/05/2025	Picl, Ryan	1,779.26
V15103	9/05/2025	Pleau, Raen	713.29
V15104	9/05/2025	PUESTOW, ALLISON	1,223.48
V15105	9/05/2025	Richson, Roxanne	643.79
V15106	9/05/2025	Rosenmeier, Nicholas	1,646.95
V15107	9/05/2025	Scherer, Roni Kay	0.00
V15108	9/05/2025	Sherman, Abbey	1,751.67
V15109	9/05/2025	Sherman, Zachary	1,603.35
V15110	9/05/2025	Shore, Diana	238.03

Crossbridge - Payroll

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15111	9/05/2025	Susa, Brett	1,981.61
V15112	9/05/2025	Sutton, Bonnie	421.35
V15113	9/05/2025	Swenty, Miranda Jean	1,408.98
V15114	9/05/2025	Taskay, Steven	188.11
V15115	9/05/2025	Thiemer, Richard	3,384.26
V15116	9/05/2025	VACHO, TRAVIS	1,600.89
V15117	9/05/2025	WATRUBA, ALYSIA	1,743.24
V15118	9/05/2025	WEBSTER, MASON	1,583.05
V15119	9/05/2025	WEGENER, TADD	715.71
V15120	9/05/2025	White, John	1,852.23
V15121	9/05/2025	ZELTON, MARY KAY	228.80
V15122	9/19/2025	Bartz, Amanda	1,779.00
V15123	9/19/2025	BECKER, BETTY	199.48
V15124	9/19/2025	Brandt, Victoria	656.98
V15125	9/19/2025	Calhoun, Jesse	749.20
V15126	9/19/2025	DOTTER, DEREK J	1,538.17
V15127	9/19/2025	ELVINS, ALFRED	2,286.80
V15128	9/19/2025	Espeseth, Jonathon	2,203.21
V15129	9/19/2025	Frostman, Matthew	1,840.94
V15130	9/19/2025	Gorell, Matthew	2,217.01
V15131	9/19/2025	Hanna, Glenn	2,158.60
V15132	9/19/2025	Haring, Andrew	805.45
V15133	9/19/2025	Johnson, Brianna	94.20
V15134	9/19/2025	Krich, Michael D	2,392.55
V15135	9/19/2025	Krosschell, Chyannye	903.64
V15136	9/19/2025	LANE, RUSSELL	1,687.83
V15137	9/19/2025	Loka, Kathryn	49.87
V15138	9/19/2025	Losey, Chad	498.69
V15139	9/19/2025	Messino, Jessica	869.17
V15140	9/19/2025	MILLER, ANNETTE M	1,204.15
V15141	9/19/2025	O'HARE, HEIDI	1,510.65
V15142	9/19/2025	O'Neill, Megan	248.91
V15143	9/19/2025	PAGENKOPF, PEGGY	232.73

Crossbridge - Payroll

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15144	9/19/2025	PANKOW, CHARLES	1,564.35
V15145	9/19/2025	Picl, Ryan	1,831.24
V15146	9/19/2025	Pleau, Raen	807.43
V15147	9/19/2025	PUESTOW, ALLISON	1,223.48
V15148	9/19/2025	Richson, Roxanne	643.79
V15149	9/19/2025	Rosenmeier, Nicholas	1,710.87
V15150	9/19/2025	Scherer, Roni Kay	0.00
V15151	9/19/2025	Sherman, Abbey	1,751.67
V15152	9/19/2025	Sherman, Zachary	1,611.75
V15153	9/19/2025	Shore, Diana	503.29
V15154	9/19/2025	Susa, Brett	2,054.84
V15155	9/19/2025	Sutton, Bonnie	524.80
V15156	9/19/2025	Swenty, Miranda Jean	1,417.18
V15157	9/19/2025	Thiemer, Richard	2,690.45
V15158	9/19/2025	VACHO, TRAVIS	1,609.79
V15159	9/19/2025	WATRUBA, ALYSIA	2,033.64
V15160	9/19/2025	WEBSTER, MASON	1,595.24
V15161	9/19/2025	WEGENER, TADD	761.89
V15162	9/19/2025	White, John	1,886.52
V15163	9/14/2025	Taskay, Steven	188.11
Grand Total			169,742.83

Crossbridge - Payroll

ALL Checks

Posted From: 8/21/2025 From Account:
Thru: 9/20/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	100,422.82
Total Expenditure from Fund # 210 - Library Fund	28,175.27
Total Expenditure from Fund # 610 - WATER FUND	13,531.84
Total Expenditure from Fund # 620 - SEWER FUND	27,106.38
Total Expenditure from Fund # 630 - SOLID WASTE FUND	506.52
Total Expenditure from all Funds	169,742.83



223 W. Wisconsin Avenue
Tomahawk, WI 54487
715-453-1090
director@tomahawkmainstreet.org

Promotions Meetings: The first Wednesday of the month at 8:30 a.m. Come join us as all are welcome!

Board of Directors Meetings: The third Wednesday of the month at 8:30 a.m. Please reach out to Jen if you would like to be on the agenda.

Board of Directors: Al Elvins, Char Andreachi, Dawn Genelin, Donna Ahlgrim, Grey Lusty, Jenna Pultz, Jesica Witte, Patti Hilgendorf, Tim Calhoun, Caylie Swan (Jr. Board Member), and Jennifer Turkiewicz (Executive Director)

DESIGN (getting the downtown into physical shape):

- We have 16 Honor Banners already on hold for 2026; get one for that special Veteran today!
- Garret, the landscape architect, has provided three conceptual designs that the Committee is reviewing for downtown streetscape updates. Final plans will then be drawn up for consideration by the city and potential donors.
- The State Historical Society had requested we narrow our verbiage for the Historical Marker down to one story, then focus on the additional stories as side markers; the committee is working to rewrite the narrative for resubmittal.
- The "Historic Main Street" street signs are in, and we have submitted our design for the brackets to the city; they have been approved, and we will be ordering the brackets. We hope to do an official launch in spring.
- The students did an amazing job decorating the downtown for Homecoming! We brought back window painting last year, and this year, it really took off! We can't wait to do it again soon.
- The mums look amazing and add additional color to our downtown. Thank you to Cerny's and the Rainmakers for their instrumental help with our Foster Flower Program.
- The benches will remain up through the Halloween weekend, with take-down slated for Monday, November 3; please let Jen know if you would like to help.

ECONOMIC VITALITY (strengthening the downtown economy):

- For Sale
 - Corner Pub - \$260,000.00 via Chris Duckett at Century 21 Best Way Realty
- For Rent
 - The Annex – 2,500 sq. ft. for \$1,900.00/month

ORGANIZATION (getting everyone working towards the same goal):

- Jesica and Jennifer attended a Roundtable Discussion in Three Lakes with the WEDC and surrounding communities; this opportunity gave us new insights into benchmarking, marketing, and tracking, as well as ideas for the future.
- "Mondays on Main" morning conversations on WJJQ continues with Jen and a special guest each month talking about the upcoming events and projects "Down on Main Street." This month, Jen will be joined by Mike Kriewald of Dunn Financial, and we will be focused on Oktoberfest.
- We have started a monthly conversation on WJMT called "Our Town," broadening our reach to share the wonders that are our community!

PROMOTIONS (selling the image and promise of downtown):

- Current and Upcoming Events
 - Farmers Market: Tuesdays from 11:00 – 3:00, June through mid-October
 - Tuesday, October 7th is our last market.
 - We will have a wrap-up luncheon on Tuesday, October 14th.
 - Thank you to everyone who supported our local farmers, non-profit lunches, and homemade artists.

PROMOTIONS (selling the image and promise of downtown) CONTINUED:

- Oktoberfest: Saturday, October 11 from 2:00 – 6:00 p.m. (registration at 1:00 p.m.)
 - Enjoy samples of 16 craft beers (including the Golden Keg); eat a variety on German-inspired foods from Trig's, Sideways Wine & Craft Beer, and Outboards Bar and Grill; and dance the night away with The Ultimate Polka Band.
 - Play Hammerschlagen for bragging rights and a chance to take home the gameboard, Roll Out the Barrel to win Main Street Money, and there are two fall-inspired growlers on the line with our yodeling contest.
 - Costumes encouraged, but are not mandatory.
- Quitting Time/Networking After 5:00: Wednesday, October 15 from 5:00 – 7:00 p.m.
 - Join us at Crossbridge Community Bank for this co-hosted night of fun. Enjoy beverages, good food, and laughs while mingling with friends (and make some new acquaintances too!). Bring \$1.00 and your business card to be entered into drawings for raffle baskets (slips of paper will also be provided). Monies raised go to the Tomahawk Ambassadors to help spread the joy of our community.
- Fall Fest: Saturday, October 25 from 11:00 a.m. – 3:00 p.m.; costume parade at 10:45 at American Legion with Blu, our Grand Marshall
 - A family-fun day to visit our downtown businesses, grab a treat, and participate in activities scattered throughout – pumpkin decorating, hair tinsel, sprinkled apple slices, and more!
- Updates on Past Events
 - Fall Ride: Thursday, September 11 – Sunday, September 14
 - Mother Nature blessed us with beautiful weather, and boy, did folks take advantage of it! What an amazing turnout! We could not have done it without our fantastic sponsors and the dedication of our Committee and Volunteers – the hours, the sweat, the tears. Team – you nailed it, and we can't wait to do it again next year!
 - Breakfast Bites: September 18th: Developing Growth Initiatives: Marketing Strategy Generation with AI was presented by Andi Gretzinger from the SBDC (Small Business Development Center). Sadly, this was our last Breakfast Bites, but we look forward to additional opportunities to help folks find the resources they need and offer presentations scattered throughout the year.

A FEW REMINDERS

- Remember to check out our website (tomahawkmainstreet.org) and follow Tomahawk Main Street on Facebook and Instagram; all the latest and greatest information is available!
- We also have Tomahawk Main Street Memories Car Show and Tomahawk Main Street Fall Ride Facebook pages!
- We are a Walmart Spark recipient. Round up your change to make a difference in our downtown!
- Main Street Money certificates make great gifts!





September 19, 2025

City of Tomahawk
Common Council
23 N. 2nd Street
Tomahawk, WI 54487

Dear Council Members,

Tomahawk Main Street would like to thank everyone who worked so hard to make Fall Ride 2025 such a success for our community. There are countless hours that go into this event and multiple entities working hand in hand, and we cannot keep doing it without everyone supporting each other.

We would like to highlight several individuals and express our appreciation for their contributions.

Chief Elvins, a huge thank you to you and your team for ensuring our safety, especially during this event; we appreciate you replying to our calls and texts and for checking in with our visitors, volunteers, and team.

Steve and Robbie, who answered questions and picked up on every ring, thank you for clarifying our power questions.

Nick, thank you for coming down and checking in to make sure we had everything we needed.

Thank you to Glenn for fixing our sign; a learning lesson on how "at an angle" can be interpreted!

We also have to take a moment to give a great big shoutout to Rich; a round of applause to you, sir. You were on call, ready to jump into action when called upon, and even though it wasn't your responsibility, you didn't hesitate to hunker right down (literally on your hands and knees) to help us restore electricity when it went down right before our main stage act. The show must go on, and thanks to you, it did!

Again, it takes an army, and this community delivered. Thank you to each and every one of you for once again proving Tomahawk is one of the greatest places to call home!

Tomahawk Main Street Fall Ride Committee

JLT/jw

Health and Safety Committee

Approval of Operator's (Bartender's) Licenses

Back- Ground Check	One Year	Two Year	Pro- visional	Temp- orary	License #	LastName	FirstName	Effective Date	Expiration Date	Fee
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	921	Gullickson	Kate	9/10/2025	6/30/2027	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	918	King	William	8/25/2025	6/30/2027	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	556	Krueger	Andrea	9/10/2025	6/30/2027	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	822	Leverance	Diane	8/26/2025	6/30/2027	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	920	Machalk	Terri	8/26/2025	6/30/2027	\$45.00
										\$225.00

Wisconsin Rock Lizards Youth Baseball Tournament – 9U Division May 1 to 3, 2026

EVENT INFORMATION

6-10 team baseball tournament sponsored by Wisconsin Rock Lizards at SARA Park. The estimated attendance is 200-300 per day.

Wisconsin Rock Lizards provides concession and beer sales during the event. Waiver of open intoxicants is not required for this event.

1. SITE LAYOUT

The event is located at SARA Park complex in Fields A & B without interruption to the boat landing, dog park, and camping.

Event attendees will use the SARA Park Parking lot with overflow parking in the Soccer Field.

Note: City of Tomahawk cannot authorize the use of DNR's portion of the Soccer Field. Event sponsor is required to obtain DNR approval prior to event for overflow parking.

Three additional picnic tables will be placed at each field for the event.

2. RESERVATIONS

The SARA Park Ball Fields have been reserved for this tournament. Reservations for the SARA Park building and Banquet Hall need to be coordinated with WauWui.

Event sponsors are reserving Sites 1-3 for the event. (\$300)

3. GARAGE COLLECTIONS

Event sponsor is requesting 6 additional cans for each garbage and recycling. They are also requesting the use of the City dumpster to empty the cans.

The City of Tomahawk does not have the staffing to employ attendants to monitor and empty solid waste and recycling containers during events. Solid waste and recycling containers provided for events will come with one liner, extra liners can be purchased at event organizer expense (\$50 for one case of 100 liners).

Park Staff will empty **regular** park trash cans each morning at approximately 5:00 a.m., event sponsors are required to empty full garbage cans during event and dispose of them in dumpsters (provided per "Special Events Charges Worksheet" or contracted by sponsor). Event sponsors are responsible for emptying any extra cans needed for the event.

4. RESTROOMS

Restroom facilities are cleaned and re-stocked each morning at approximately 5:00 a.m. After the morning cleaning, the event sponsors will be required to keep bathroom facilities clean and stocked. An extra case of toilet paper and hand towels will be left for re-stocking. Cleaning supplies and gloves will

also be provided by the City (this is not an endless supply, if you run out of supplies it will be the responsibility of the event sponsor to pay the extra costs.).

5. EMERGENCY PLAN

Event sponsor will have an AED and first aid kit on hand.

6. OTHER COMMENTS/RECOMMENDATION FROM DEPARTMENTS

“After Hour Calls: Call-ins made to City staff after the normal operating hours (Monday-Friday 5:00 a.m. to 2:00 p.m.) may be billed to event sponsor at actual time at the rates list on the attached revenue and expense worksheet.

7. APPROVAL

- This application was presented to the Health and Safety Committee on _____. The Committee approved/denied the application with the following conditions:
 - _____
- This application was presented to the Common Council on _____. The Council approved/denied the application with the following conditions:
 - _____

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Field Fees	1.00	200.00	200.00	
Camping	6.00	50.00	300.00	
Temp Class B License	1.00	10.00	10.00	
Barricades	-	1.00	-	
Picnic Tables	6.00	2.00	12.00	
Waste Disposal Cans	12.00	2.00	24.00	
Port-A-Potties	-	75.00	-	
Dumpster	1.00	128.00	128.00	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			699.00	

Expenses - City	ESTIMATE		Notes
Personnel	Quantity	Rate	Total
Review Time	1	25.00	25.00
Leadsperson	4.0	56.37	225.48
Crewperson III	4.0	58.27	233.08
Parks LTE	-	19.22	-
Overtime	-	87.41	-
Parks Sumer Intern	2.0	12.19	24.38
Police Officer	-	65.76	-
PD OT	-	98.64	-

Overtime rates are 1.5 times the rates listed above.

Equipment	Quantity	Rate	Total	Notes
Loader	1.0	75.92	75.92	Picnic Table Delivery
Dump Truck	-	69.40	-	
Clam Truck	-	62.64	-	
Pick Up Truck	2.0	16.48	32.96	Deliver/Pickup Cans
Diamond Groomer	10.0	28.80	288.00	
Squad Car	-	20.00	-	

Materials	Quantity	Rate	Total	Notes
Gravel	-	5.17	-	
Dumpster - Garbage	2.0	64.00	128.00	Contractor & Landfill
Dumpster - Recycling	-	64.00	-	Contractor Pickup Fee
Can Liners (96 Gal)	-	0.50	-	
Port-A-Potties	0	120.00	-	
Total Estimated Costs			524.88	

Net Cost to the City (174.12)

Assets Provided by the City Per Wednesday

Barricades	0	Delivered in the a.m. on the day of the event.
No Parking Signs	0	
Waste Containers	12	
Picnic Tables	6	
Port-A-Potties	0	
Electrical Pannels	0	
Dumpsters	1	

Rock Lizards Youth Baseball 9U Division Tournament

**CITY OF TOMAHAWK
RESOLUTION 2025-**

**AUTHORIZATION TO APPLY FOR WISCONSIN DEVELOPMENT CORPORATION (WEDC)
COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT FOR THE REDEVELOPMENT
OF 202 W WISCONSIN AVE (Former Book Store)**

Lot 18, Block 8, Original Plat of Tomahawk, Tomahawk, Lincoln County, Wisconsin

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has grant fund available though its Community Development Investment (CDI) grant program for shovel-ready project with an emphasis on, but not limited to, downtown community-driven efforts; and

WHEREAS, the City of Tomahawk is a municipality located in Wisconsin and is an eligible recipient of CDI funds, and

WHEREAS, the City of Tomahawk will be applying for said CDI funds for the purpose of redeveloping and renovating 202 W Wisconsin Ave, Lot 18, Block 8, Original Plat of Tomahawk, Tomahawk, Wisconsin, Lincoln County, Wisconsin to accommodate restaurant space and two residential units.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Tomahawk that the proper City officials are hereby authorized to submit a CDI grant application to the WEDC to obtain fund for said purpose.

BE IT FURTHER RESOLVED that if said grant funds are awarded, the proper City officials are hereby authorized and directed to accept said funds, pursuant to the terms of the grant application, and to execute any and all documents and assurances which may be required for purposes of the same.

ADOPTED on this _____ day of _____, 2025.

Moved: _____

Seconded: _____

Passed: _____

Mayor Steven E. Taskay

Clerk-Treasurer Amanda L. Bartz

**DEVELOPMENT AGREEMENT
FOR RECEIPT AND DISBURSEMENT OF COMMUNITY DEVELOPMENT
INVESTMENT GRANT FUNDS**

This development agreement (this "Agreement") is made and entered into effective as of _____, 2025 (the "Effective Date"), by and between the Tomahawk Property Investments, LLC (hereinafter "Developer"), and the City of Tomahawk, located in Lincoln County, Wisconsin (hereinafter "City").

RECITALS:

- A. The Developer has purchased 202 W Wisconsin Avenue (Parcel No. 286-3506-343-0173, Lot 18 Block 8, Original Plat of Tomahawk, Tomahawk, Lincoln County, Wisconsin) and the Developer intends to renovate the existing building for multiple uses; and
- B. Developers seeks assistance in the form of a Community Development Investment Grand ("CDI Grant") for up to Two Hundred and Fifty Thousand Dollars (\$250,000) from the Wisconsin Development Corporation ("WEDC") to offset financing constraints; and
- C. WEDC requires that the City act as the applicant of the CDI Grant and be the recipient of the CDI Grant Funds; and
- D. The parties desire to enter into this agreement to set forth the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Purpose of this Agreement.** The purpose of this Agreement is to allocate the responsibilities between the City and Developer to complete the Project and to assure the CDI Grant funds can be used toward payment of all Project costs permitted to be paid for by the CDI Grant as directed by WEDC.
- 2. **Grant Conditions.** Developer shall comply with those terms and conditions set forth by WEDC and the CDI Grant and any agreements required there under, subject to further acknowledgement and agreement that timing of developing improvements on this site will be determined by the needs of Developer, except that, as required by WEDC, all cost of which CDI Grant funds may be used must be incurred two years from the execution of this agreement.
- 3. **City to Hire CPA to Perform Statement of Expenditures.** City shall enter directly into contract with an independent licensed CPA firm to complete the Statement of Expenditures and any other necessary certification or attestations required by the WEDC with respect to the distribution and use of the CDI Grant funds.
- 4. **Obligations of the City.** City will approve any necessary agreements required by the WEDC, provided such agreements are consistent with the terms of this Agreement and shall perform all obligations as "Recipient" of the CDI Grant Funds, specifically acting as application of the CDI Grant and working with Developer to complete the grant administrative work including but not limited to submitting regular performance reports as may be required to show the progress and impact of the Project. City shall seek grant funds reimbursement from WEDC and shall distribute grant funds to Developer pursuant to the terms of the CDI Grant and upon receipt of necessary

invoices or paperwork from Developer. City will allow access to Developer, upon no less than 24-hour notice, to inspect and copy all records pertaining to the CDI Grant for WEDC.

5. **Obligations of the Developer.** Developer shall cooperate with City and be responsible for supplying all necessary assembly and submission of documents, records and invoices as may be required to comply with the terms of the CDI Grant and any related agreements required by the WEDC and shall communicate and work closely with the City to ensure that timely submission of any paperwork required by the CDI Grant and as directed by the WEDC. Developer shall only use CDI Grant funds for costs allowed under the terms of the CDI Grant and as directed by the WEDC for receipt of the CDI Grant funds. Furthermore, City shall be provided access, upon no less than 24-hour notice to Developer, to inspect all of the records required to be maintained by the CDI Grant or WEDC.
6. **Developer Hold Harmless and Indemnifies City.** Developer agrees to hold harmless and agrees to indemnify City from Developer's use of funds paid under the CDI Grant. In the event City incurs any fees, costs, expenses, charges, or penalties arising from any breach or default of this Agreement by Developer, City shall invoice Developer such actual costs and if such invoice is not timely paid, City may assess such fees, costs, expenses, charges, or penalties against the parcel as a special assessment charge under Wis. Stats. §66.0627.
7. **City Obtains No Lien.** Except for special charges as provided in Section 6 above, City shall not, by operation of this agreement, have any liens against, nor take any ownership interest in the Developer Parcel or equipment owned by Developer.
8. **Term.** The term of this Agreement shall commence in the Effective Date and shall end on the earlier of: (a) the receipt and distribution of all CDI Grant funds and any necessary paperwork required there under; or (b) the date that the developer or City provides notice of termination as provided in Section 9 below:
9. **Termination.**
 - a. **By Developer.** Developer may terminate this Agreement, at any time, upon not less than thirty (30) days prior written notice to City, at which time Developer shall reimburse City for any expenses incurred to date as well as any expenses the City incurs related to Developer's termination of this Agreement.
 - b. **By City.** City may terminate this Agreement upon not less than thirty (30) days prior written notice to Developer after Developer's failure to cure any Events of Default (as defined herein) during any applicable cure period.
10. **Agreements and Sublease.** Developer may transfer or otherwise assign its interest in the Agreement in whole or in part, in conjunction with a transfer or sale of the Developers business upon receiving City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. After any such transfer or assignment, Developer shall be released from this Agreement and the transferee or assignee shall assume the obligations of the Agreement and be considered "Developer" hereunder for all purposes.
11. **Events of Default.** The following are "*Events of Default*" by a party: The party's failure to perform any of the party's obligations or covenants contained in this Agreement at the time and in the manner stated, which failure continues for thirty (30) days after written notice of such is received by the party from the other party, provided that if such failure cannot reasonably be corrected within the thirty (30) day period, the party shall not be in default so long as the party

promptly commences and continues such actions as are necessary to correct such failures with the earliest reasonable time.

12. **Notices.** Any notices required to be made by either party to the other shall be given in any of the following manners: (a) by U.S. Postal Service mail and shall be deemed to be given two (2) business days after delivery to the U.S. Postal Service, postage prepaid, for certified or registered delivery; (b) by reputable overnight courier and shall be deemed to be given one (1) business day after delivery to the courier; or (c) by personal delivery to a representative of the other, and shall be deemed to be given upon such personal delivery.

Any such notice shall be addressed as follows:

If to the City:	City of Tomahawk Amanda L. Bartz, Clerk/Treasurer 23 N 2 nd St, PO Box 469 Tomahawk, WI 54487
Developer:	Tomahawk Property Investments, LLC Brian Boucher S75W17527 Janesville Rd Muskego, WI 53150

Either party may change this address by providing the other party with written notice thereof, which new address will be effective ten (10) days after notice is given by one of the methods set forth above.

13. **Binding terms; Covenants Running with Land.** All the terms, conditions, limitations, and covenants herein contained or implied by law are covenants running with the land and shall bind and attach and ensure to the benefit of City and Developer and their respective successors and assigns.
14. **Authority.** Each of the parties represents and warrants that it has the full capacity, right, power, and authority to execute, deliver and perform this Agreement, and all required actions, consents, and approvals therefore have been duly taken and obtained.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered on and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
16. **Recording of Agreement.** Either party may record the Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Lincoln County, Wisconsin. Upon request of either party, the other party shall execute and deliver to the requesting party any such Memorandum or any other document in connection with such recording.
17. **Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such

party is unable to prevent, whether of the class of causes herein above occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

18. **Governing Law.** The laws of the State of Wisconsin shall govern the Agreement.

19. **Severability.** If any provision of this Agreement is determined by a court of law to be invalid or unenforceable, the court may modify that provision to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it may be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have entered into this Development Agreement as of the effective date.

CITY:

City of Tomahawk

Steven E. Taskay, Mayor

Amanda L. Bartz, City Clerk/Treasurer

DEVELOPER:

Brian Boucher

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PARCEL

Legal Description: Lot 18 Block 8 Original Plat of Tomahawk, Lincoln County, Wisconsin

DESCRIPTION OF PROJECT

This project will redevelop a blighted property located prominently on Tomahawk's Main Street. The building was vacated due to a fire in 2010 and has been sitting vacant since that time. Upon completion of this project, the current Tomahawk restaurant (Nacho's) will have an updated and expanded space to serve more customers, including adding a full bar and incorporating a highly desirable outdoor seating option for the community. In addition, two new apartments will be completed above the restaurant, thereby bringing additional housing options to the downtown district.

EXHIBIT B – MAP

