

Tuesday, January 2, 2024
5:45PMCity 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 access 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. 2024
PRESIDING OFFICER

MICKEY LOKA
TERM EXP. 2025

PATRICIA E. HASKIN
TERM EXP. 2026

ED NYSTROM
TERM EXP. 2024

JEFF KAHLE
TERM EXP. 2025
PRESIDENT

DALE ERNST
TERM EXP. 2026

WILL GARSKE
TERM EXP. 2024

MIKE LOKA
TERM EXP. 2024

TADD WEGENER
TERM EXP. 2025

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

1. December 5, 2023 (page 3)

F. APPROVAL OF CHECKS

General Fund account checks 114885 – 115001, 15 electronic payments in the amount of \$343,469.31, payroll checks 52995 – 53031 and direct deposit checks V13047– V13091 in the amount of \$128,525.34 and Solid Waste Fund check 1934 -1937 in the amount of \$16,189.68. (page 7)

G. REPORTS

1. Committee Reports
 - i. Planning and Zoning Commission (Mayor Steve Taskay)
 - ii. Board of Public Works (Leads Rosenmeier, Hanna, and Jelinek)
 - 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)
2. Mayor's Report
3. Written Report from Tomahawk Main Street Inc. (page 19)

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. LICENSE AND PERMITS

1. Operator Licenses (page 20)
2. Friends of Lake Mohawksin Bonfire – Saturday, February 3rd, 2024 (page 21)
3. Tomahawk Main Street Farmer’s Market – Tuesdays June through October 2024 (page 24)

I. RESOLUTION

1. A resolution Authorizing application for Wisconsin Economic Development Corporation (WEDA) Community Development Investment (CDI) Grant (page 27)

J. OTHER BUSINESS

1. Request from 202 Deer Park Rd to Purchase 2,902 Square Feet of City Property due to Encroachment (page 28)
2. Approval of Purchase Agreement from Wild Rivers Group, LLC for 3 W Wisconsin Av
3. Development Agreement for Receipt and Disbursement of Community Development Investment Grant Funds (page 32)

K. NEXT MEETING

1. February 6, 2024 at 5:30 p.m.

L. ADJOURN

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Common Council
City of Tomahawk, City Council Chambers
23 N 2nd St, Tomahawk, WI 54487
December 5, 2023 at 5:30 p.m.

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

Roll Call: Council members present were Will Garske, Mike Loka, Pat Haskin, Ed Nystrom, Tadd Wegener, Dale Ernst, Steve “Ding” Bartz, and Mickey Loka.

Also in attendance was Mayor Steven E. Taskay, Clerk/Treasurer Amanda L. Bartz, Street Leadsperson Nick Rosenmeier, Library Director Heidi O’Hare, and Police Sargent Steve Buckwalter, Jennifer Turkiewicz, Roxanne Consolver, Chris Bembimster, Jon Long, Dave Long, and Joe Kleinschmidt.

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

Public Hearing: MICKEY LOKA MOVED to enter into the Public Hearing and BARTZ seconded. The VOTE was unanimous. Public Hearing was called to order at 5:31 p.m.

2024 Budget Adoption Ordinance, an ordinance appropriating the necessary funds for the operation of the government and administration of the City of Tomahawk for the year 2024

There were no public comments.

Ordinance 2023-08, an ordinance repealing and replacing Chapter 62 Offenses and Miscellaneous Provisions, Article IV. Weapons

There were no public comments.

Ordinance 2023-09, a proposed ordinance to amend the City of Tomahawk Municipal Code Chapter 62 Offenses and Miscellaneous Provisions V. Smoking Prohibited in Certain Areas

There were no public comments.

BARTZ MOVED to close the Public Hearing and MICKEY LOKA seconded. The VOTE was unanimous. The Public Hearing was closed at 5:33 p.m.

Public comments: Joe Kleinschmidt, 215 N 6th Street, voiced concern about the winter and parking on N 6th Street. He stated that there was limited parking before the construction and now the sidewalk goes through his driveway and now does not have anywhere to park. He stated that most towns do alternate parking on odd and even days. He stated that he does not know where to go with his vehicles.

This will be referred to the Board of Public Works meeting on January 2nd at 5:30 p.m.

1 MICKEY LOKA stated that last year he would park where the sidewalk is, now the sidewalk goes through
2 that portion of his driveway and there is no room to park vehicles. He stated that this item is not on the
3 agenda, we cannot act on it.

4
5 Kleinschmidt asked where they should park and does not know why odd and even parking is an issue.
6 He stated that he has to park in his yard and noted that the yard has not been fixed since construction.
7 He thanked the Council for their time and said that he thought they would be more helpful. He stated
8 that he pays taxes on a property and cannot park on it.

9
10 Clerk BARTZ noted that the area where the sidewalk is and always has been public property, not
11 included in the taxes.

12
13 **Minutes:** HASKIN MOVED to approve the November 7,2023 and MIKE LOKA seconded. The VOTE was
14 unanimous.

15
16 **Approval of Checks:** MICKEY LOKA MOVED to approve General Fund account checks 114798 – 114884,
17 11 electronic payments in the amount of \$868,562.52, payroll checks 52962 – 52994 and direct deposit
18 checks V12921 – V13003 in amount of \$113,902.94 and Solid Waste Fund check 1932-1933 in the
19 amount of \$15,330.22. HASKIN seconded. The VOTE was unanimous.

20
21 **Committee Reports**

22 Planning and Zoning Commission – The Planning and Zoning Commission has not met since the last
23 Council meeting.

24
25 Board of Public Works – Clerk regular business.

26
27 Health and Safety Committee – HASKIN stated that the Committee approved moving the firepit during
28 the Hometown Christmas to S 3rd Street and requiring 6” of space between the firepit and a ground
29 cover (sand or pavers) to protect the pavement.

30
31 Finance Committee – MICKEY LOKA stated that the Finance Committee went over the budget, more
32 work in the upcoming year than in his 23 years in office. He stated that we nickel and dimed everything
33 and adjusted the health insurance, department heads need to know we have cut everything and next
34 year it may be cutting employees. He noted that ARPA funds are gone. He stated that this was a
35 difficult task and thanked everyone for their hard work.

36
37 BARTZ stated that we looked at eliminating the pay for the council and mayor, we have some work to do
38 to keep the City running.

39
40 Park and Recreation Committee – KAHLE noted that the Park and Recreations Committee will be
41 meeting next week.

42
43 Commission on Aging – Clerk BARTZ noted that the Commission will be meeting in January.

44
45 Library Board – O’HARE reported that they are in the process of moving audio books and large print
46 items to make them more accessible for those with mobility issues. She stated that they have started to
47 purchase more books from the trust funds that we received.

1 O'HARE stated that they had a furnace go out that heats the Community Room. HASKIN stated that the
2 furnaces are falling apart are not commercial grade. She stated that when we get new ones the duct
3 work will need to be replaced to accommodate commercial furnaces.
4

5 **Mayor's Report:** Mayor TASKAY reported that he continues to receive numerous parking concerns both
6 on 6th Street and on Railway St.
7

8 **Written Report from Tomahawk Main Street, Inc.:** Jennifer Turkowicz, Main Street, Inc. Director, that
9 they have helped prepare for hometown Christmas. She stated that a Chili fundraiser is scheduled for
10 February along with their annual meeting.
11

12 BARTZ asked if we could take the fence down and clean up that area of the fires at 22 and 24 W
13 Wisconsin Ave prior to the Hometown Christmas event. The Council voice safety concerns of
14 participants. ROSENMEIER will block parking spaces in front of the area to allow pedestrians to keep
15 distance from debris.
16

17 **Licenses**

18 **Operator Licenses:** HASKIN MOVED to approve the operator licenses and MIKE LOKA seconded. The
19 VOTE was unanimous.
20

21 **Ordinances**

22 Ordinance 2023-08, an ordinance repealing and replacing Chapter 62 Offenses and Miscellaneous
23 Provision, Article IV. Weapons
24

25 HASKIN moved to adopt ordinance 2023, MIKE LOKA seconded. The VOTE was unanimous.
26

27 Ordinance 2023-09, a proposed ordinance to amend the City of Tomahawk Municipal Code Chapter 62
28 Offenses and Miscellaneous Provisions V. Smoking Prohibited in Certain Areas
29

30 MIKE LOKA MOVED to adopt ordinance 2023-09 and NYSTROM seconded.
31

32 GARSKE asked about the ordinance, Clerk BARTZ explained that this amendment includes electronic
33 smoking devices and educational facilities.
34

35 The VOTE was unanimous.
36

37 2024 Salary Ordinance, an ordinance fixing the annual and hourly salaries of City of Tomahawk
38 Employees for 2024
39

40 BARTZ MOVED to adopt the proposed ordinance and MIKE LOKA seconded. The VOTE was unanimous.
41 This will be Ordinance 2023-10.
42

43 An ordinance setting the levy amounts for the tax year 2023, collectable in 2024
44

45 MICKEY MOVED to adopt the ordinance and BARTZ seconded. The VOTE was unanimous. This will be
46 ordinance 2023-11.
47

1 2024 Budget Adoption Ordinance, an ordinance appropriating the necessary funds for the operation of
2 the government and administration of the City of Tomahawk for the year 2024

3
4 MICKEY LOKA MOVED to adopt the ordinance and BARTZ seconded. The VOTE was unanimous. This will
5 be Ordinance 2023-12

6
7 **Resolution**

8 A resolution Appointing Election Inspectors for the Term of 2024-2025

9
10 HASKIN moved to approve the resolution and GARSKE seconded. The VOTE was unanimous. This will be
11 resolution 2023-05.

12
13 **Other Business:**

14 Request from Wild River Group for Assistance in Roof Repairs with the Building Located at 3 W
15 Wisconsin Av – Financing of Roof Repairs and Special Assessment until Ownership is Transfer

16
17 Clerk BARTZ explained that we are in the process of applying for a Community Development Investment
18 Grant through the Wisconsin Development Corporation. She stated that the rubber roof is failing and
19 waiting until the grant agreement is signed would compromise the building. She stated that the
20 developer is requesting the City replace the roof and finance the cost once the grant is secured and
21 ownership is transferred. Clerk BARTZ stated that the cost of the estimate is \$20,000.

22
23 BARTZ MOVED to proceed with the roof replacement and to charge the cost of replacement back once
24 ownership is transferred and HASKIN seconded. The VOTE was unanimous.

25
26 **Next meeting:** The next regular meeting of the Common Council is scheduled for January 2, 2024 at City
27 Hall, Council Chambers at 5:45 p.m.

28
29 **Adjourn:** GARSKE MOVED to adjourn the meeting of Common Council and NYSTROM seconded. The
30 VOTE was unanimous. The meeting was adjourned at 6:14 p.m.

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
BP	12/08/2023	BP	33.40
WPS	12/18/2023	Wisconsin Public Service	13,498.76
EFTPS	12/01/2023	EFTPS - Federal Taxes	22,615.14
EFTPS	12/15/2023	EFTPS - Federal Taxes	16,534.49
114885	11/30/2023	City Of Tomahawk	40,000.00
114886	12/01/2023	ROSENMEIER, NICHOLAS	150.00
114887	12/01/2023	Amazon Capital Services	2,394.72
114888	12/01/2023	ANDERSON, DANIEL	1,500.00
114889	12/01/2023	Aspirus Medical Group, Inc	1,072.50
114890	12/01/2023	AT&T Mobility	88.09
114891	12/01/2023	Auto Owner's Life Insurance	77.59
114892	12/01/2023	Baker & Taylor Books	1,421.21
114893	12/01/2023	Bumper to Bumper	51.58
114894	12/01/2023	Cengage Learning Inc/Gale	336.63
114895	12/01/2023	Center Point Large Print	44.94
114896	12/01/2023	Charter Communications	569.93
114897	12/01/2023	ETCO ELECTRIC SUPPLY INC.	514.80
114898	12/01/2023	Frontier	345.84
114899	12/01/2023	GPM SOUTHEAST - RIISER	79.16
114900	12/01/2023	Hilgendorf, David	2,199.16
114901	12/01/2023	Internal Revenue Service	73.31
114902	12/01/2023	JOHN J. SCHOONE CONSTRUCTION, INC.	212.66
114903	12/01/2023	MICROMARKETING LLC	86.99
114904	12/01/2023	Multi Media Channels, LLC	350.00
114905	12/01/2023	Napa Auto Parts	894.64
114906	12/01/2023	Northern Net Exposure	14.95
114907	12/01/2023	Penguin Random House LLC	581.25
114908	12/01/2023	PORTABLE WELDING & REPAIR LLC	1,295.00
114909	12/01/2023	POWERS, KYLE	91.72
114910	12/01/2023	QUILL CORPORATION	35.98
114911	12/01/2023	REMINGTON OIL COMPANY INC	742.64
114912	12/01/2023	RHYME BUSINESS PRODUCTS	160.00
114913	12/01/2023	ROCK FALLS WOODWORKING	500.00

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114914	12/01/2023	Ruekert & Mielke	63,459.27
114915	12/01/2023	State of Wisconsin Dept of Natural Resources	754.07
114915	12/01/2023	State of Wisconsin Dept of Natural Resources	-754.07
114916	12/01/2023	TECHNOLOGY MANAGEMENT	2,385.49
114917	12/01/2023	Tomahawk Municipal Utilities	2,331.24
114918	12/01/2023	TWEET/GAROT MECHANICAL, INC	940.00
114919	12/01/2023	UNIFORM SHOPPE	50.95
114920	12/01/2023	Verizon Wireless	383.26
114921	12/01/2023	Victory Janitorial Inc	130.00
114922	12/01/2023	WINTER, PAUL	483.00
114923	12/01/2023	WISCONSIN MUNICIPAL CLERKS ASSOCIATION	195.00
114924	12/01/2023	WISCONSIN VALLEY LIBRARY SERVICE	299.00
114925	12/05/2023	LINCOLN COUNTY TREASURER	29.50
114926	12/11/2023	Popke Construction LLC	10,000.00
114927	12/01/2023	DNR Accounts Receivable	754.07
114928	12/08/2023	Amazon Capital Services	92.90
114929	12/08/2023	Baker & Taylor Books	1,057.84
114930	12/08/2023	Charter Communications	379.88
114931	12/08/2023	City of Merrill	600.00
114932	12/08/2023	EO JOHNSON COMPANY	121.00
114933	12/08/2023	Fabian Garrisson, Accounting Constultants	205.00
114934	12/08/2023	FASTENAL COMPANY	146.13
114935	12/08/2023	Forth Floral	143.64
114936	12/08/2023	Frontier	345.09
114937	12/08/2023	Hilgy's LP Gas	600.19
114938	12/08/2023	League of Wisconsin Municipalities	1,493.70
114939	12/08/2023	LINCOLN COUNTY ECONOMIC DEVELOPMENT CORP	7,500.00
114940	12/08/2023	Medford Cooperative	273.48
114941	12/08/2023	Medford Cooperative	357.14
114942	12/08/2023	MICROMARKETING LLC	562.26
114943	12/08/2023	MILLER, ANNETTE	13.23
114944	12/08/2023	Napa Auto Parts	63.53
114945	12/08/2023	RHYME BUSINESS PRODUCTS	92.52

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114946	12/08/2023	Sewalt, Shana	14.48
114947	12/08/2023	TECHNOLOGY MANAGEMENT	595.50
114948	12/08/2023	TKK ELECTRONICS, LLC	9,440.75
114949	12/08/2023	TWEET/GAROT MECHANICAL, INC	7,424.11
114950	12/08/2023	Vacho, Travis	150.00
114951	12/08/2023	Victory Janitorial Inc	538.86
114952	12/12/2023	UNITED STATES POSTAL SERVICE	1,383.48
114953	12/14/2023	City Of Tomahawk	25,000.00
114954	12/15/2023	AT&T Mobility	93.36
114955	12/15/2023	Auto Owner's Life Insurance	14.97
114956	12/15/2023	Bumper to Bumper	5.99
114957	12/15/2023	Cengage Learning Inc/Gale	56.23
114958	12/15/2023	Charter Communications	670.08
114959	12/15/2023	City of Merrill	510.00
114960	12/15/2023	Division of Unemployment Insurance	1,274.33
114961	12/15/2023	ETCO ELECTRIC SUPPLY INC.	1,104.95
114962	12/15/2023	KWIK TRIP	1,208.73
114963	12/15/2023	MARCO TECHNOLOGIES LLC. NW7128	121.50
114964	12/15/2023	Medford Cooperative	92.44
114965	12/15/2023	Menards	15.98
114966	12/15/2023	Napa Auto Parts	3.70
114967	12/15/2023	Nimmer, Greg	25.26
114968	12/15/2023	Northern Net Exposure	14.95
114969	12/15/2023	O.K. PRINTING	400.88
114970	12/15/2023	Qualheim's True Value 22645	39.98
114971	12/15/2023	RHYME BUSINESS PRODUCTS	352.19
114972	12/15/2023	Rider, Wilber	248.86
114973	12/15/2023	SCHATZKE, JACK L	55.26
114974	12/15/2023	TECHNOLOGY MANAGEMENT	7,098.50
114975	12/15/2023	Tomahawk Municipal Utilities	869.55
114976	12/15/2023	TRIG'S	106.85
114977	12/15/2023	TRIG'S	19.87
114978	12/15/2023	WISCONSIN DEPARTMENT OF TRANSPORTATION	468.91

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114979	12/15/2023	WISCONSIN LIBRARY ASSOCIATION	45.00
114980	12/15/2023	WJJQ RADIO STATION-ALBERT BROADCASTING INC.	50.00
114981	12/15/2023	Bucheger, Thomas	141.42
114982	12/15/2023	Giefer, Grant & Megan	60.12
114983	12/15/2023	O'Neil, Megan	1,289.62
114984	12/15/2023	Republic Services #645	1,427.78
114985	12/15/2023	Republic Services #645	71.23
114986	12/15/2023	STROMBERG, JASON	94.02
114987	12/15/2023	Wilson, Randall	41.01
114988	12/15/2023	Howard Bros., Inc.	35,570.22
114989	12/20/2023	Bialecki, Jolynn	23.53
114990	12/20/2023	Bixby, Joshua	30.93
114991	12/20/2023	Cottrell, Mary	52.39
114992	12/20/2023	Delisle, Karl	74.88
114993	12/20/2023	Ingman, Glenda	41.76
114994	12/20/2023	JONES EUGENE J	44.07
114995	12/20/2023	Lange, Shannon	43.64
114996	12/20/2023	MCPAHON, MARY A	168.36
114997	12/20/2023	POWERS, KYLE	173.28
114998	12/20/2023	Tomahawk Municipal Utilities	448.91
114999	12/20/2023	FOSTER, CHRISTINE A	47.70
115000	12/20/2023	Houston, Michael H.	91.67
115001	12/20/2023	HRDINA JAMES K	26.99
Empower	12/01/2023	Empower	1,944.27
Empower	12/15/2023	Empower	1,953.87
City Hall	12/20/2023	Aramark	173.17
Statement	12/15/2023	Cardmember Service	421.91
Statement	12/15/2023	Cardmember Service	1,878.94
Statement	12/20/2023	Aramark	758.56
Statement	12/20/2023	Aramark	331.24
Statement	12/20/2023	Aramark	1,714.39
Retirement	12/08/2023	Wisconsin Dept of Employee Trust Funds	23,232.66
Tax W/held	12/01/2023	State Withholding	3,762.94

12/29/2023 1:21 PM

Reprint Check Register - Quick Report - ALL

Page: 5
ACCT

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
Tax W/held	12/15/2023	State Withholding	3,762.94
Grand Total			343,469.31

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	196,300.63
Total Expenditure from Fund # 210 - Library Fund	22,155.88
Total Expenditure from Fund # 219 - ARPA Fund	14,778.65
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	110,234.15
Total Expenditure from all Funds	343,469.31

TCB - PAYROLL

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
52995	11/17/2023	WEGENER, TADD	346.31
52996	12/01/2023	BOREM, STEVEN	1,516.77
52997	12/01/2023	ERNST, ROBERT	1,518.23
52998	12/01/2023	LINTEREUR, ZEPHYR Z	37.90
52999	12/01/2023	Schmidt, Galen	60.95
53000	12/01/2023	BERGHOLZ, FREDRICK	532.57
53001	12/01/2023	DOTTER, DEREK J	587.99
53002	12/01/2023	GORELL, MATTHEW	4,088.75
53003	12/01/2023	HANNA, GLENN	729.52
53004	12/01/2023	JELINEK, WILLIAM J.	1,677.54
53005	12/01/2023	KRICH, MICHAEL D	843.17
53006	12/01/2023	LANE, RUSSELL	367.42
53007	12/01/2023	PANKOW, CHARLES	567.92
53008	12/01/2023	PICL, RYAN A	158.46
53009	12/01/2023	Rosenmeier, Nicholas	1,566.38
53010	12/01/2023	SIMONIS, DERICK	1,192.63
53011	12/01/2023	SUSA, BRETT	1,886.50
53012	12/01/2023	Swenty, Miranda Jean	19.51
53013	12/01/2023	Thiemer, Richard	2,449.77
53014	12/01/2023	VACHO, TRAVIS	1,676.55
53015	12/01/2023	VanStrydonk, Lexie	419.90
53016	12/01/2023	WATRUBA, ALYSIA	26.41
53017	12/01/2023	BOREM, STEVEN	1,686.17
53018	12/01/2023	ERNST, ROBERT	1,566.70
53019	12/01/2023	SHERMAN, ZACHARY R	138.29
53020	12/15/2023	BARTZ, STEVEN	502.42
53021	12/15/2023	BOREM, STEVEN	1,516.77
53022	12/15/2023	ERNST, DALE	507.92
53023	12/15/2023	ERNST, ROBERT	1,518.23
53024	12/15/2023	GARSKE, WILLIAM	507.92
53025	12/15/2023	HANNA, GLENN	1,981.58
53026	12/15/2023	HASKIN, PATRICIA	507.92
53027	12/15/2023	KAHLE, JEFFREY	507.92

TCB - PAYROLL

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
53028	12/15/2023	LINTEREUR, ZEPHYR Z	37.90
53029	12/15/2023	NYSTROM, EDWARD J.	462.77
53030	12/15/2023	Schmidt, Galen	55.41
53031	12/15/2023	WEGENER, TADD	969.67
V13047	12/01/2023	AMUNDSON, SHERRI	368.12
V13047	11/17/2023	Cerkas, Alena	55.41
V13048	12/01/2023	BARTZ, AMANDA	1,595.53
V13048	12/15/2023	AMUNDSON, SHERRI	368.12
V13049	12/01/2023	BECKER, BETTY	266.80
V13049	12/15/2023	BARTZ, AMANDA	1,595.53
V13050	12/01/2023	BECKER, LORI	59.68
V13050	12/15/2023	BECKER, BETTY	266.80
V13051	12/01/2023	BERGHOLZ, FREDRICK	1,697.62
V13051	12/15/2023	BECKER, LORI	88.23
V13052	12/01/2023	BUCKWALTER, STEVE	2,532.09
V13052	12/15/2023	BERGHOLZ, FREDRICK	1,478.05
V13053	11/17/2023	Cerkas, Alena	55.41
V13053	11/17/2023	Cerkas, Alena	-55.41
V13053	12/15/2023	BUCKWALTER, STEVE	1,969.10
V13054	12/01/2023	DOTTER, DEREK J	1,376.57
V13054	12/15/2023	Cerkas, Alena	55.41
V13055	12/01/2023	ELVINS, ALFRED	2,069.13
V13055	12/15/2023	DOTTER, DEREK J	1,486.67
V13056	12/01/2023	GORELL, MATTHEW	1,843.10
V13056	12/15/2023	ELVINS, ALFRED	2,069.13
V13057	12/01/2023	HANNA, GLENN	1,848.02
V13057	12/15/2023	GORELL, MATTHEW	2,166.97
V13058	12/01/2023	JELINEK, WILLIAM J.	1,634.81
V13058	12/15/2023	JELINEK, WILLIAM J.	1,503.39
V13059	12/01/2023	KRICH, MICHAEL D	1,992.81
V13059	12/15/2023	Jones, Mary	198.48
V13060	12/01/2023	KROSSCHELL, CHYANNYE	1,005.82
V13060	12/15/2023	KRICH, MICHAEL D	1,871.86

TCB - PAYROLL

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V13061	12/01/2023	LANE, RUSSELL	1,515.55
V13061	12/15/2023	KROSSCHELL, CHYANNYE	857.47
V13062	12/01/2023	LARSON, SHARON	794.74
V13062	12/15/2023	LANE, RUSSELL	1,515.55
V13063	12/01/2023	MILLER, ANNETTE M	1,009.23
V13063	12/15/2023	LOKA, MICHAEL J.	504.60
V13064	12/01/2023	O'HARE, HEIDI	1,342.85
V13064	12/15/2023	LOKA, MICHAEL L.	507.92
V13065	12/01/2023	PAGENKOPF, PEGGY	237.16
V13065	12/15/2023	MILLER, ANNETTE M	1,015.74
V13066	12/01/2023	PANFIL, PATRICIA	578.53
V13066	12/15/2023	O'HARE, HEIDI	1,342.85
V13067	12/01/2023	PANKOW, CHARLES	1,327.35
V13067	12/15/2023	PAGENKOPF, PEGGY	217.40
V13068	12/01/2023	PICL, RYAN A	1,685.83
V13068	12/15/2023	PANFIL, PATRICIA	612.35
V13069	12/01/2023	PLEAU, RAEN	521.85
V13069	12/15/2023	PANKOW, CHARLES	1,327.35
V13070	12/01/2023	PUESTOW, ALLISON	1,083.02
V13070	12/15/2023	PICL, RYAN A	1,660.68
V13071	12/01/2023	Rosenmeier, Nicholas	1,595.13
V13071	12/15/2023	PLEAU, RAEN	633.25
V13072	12/01/2023	SCHERER, RONI KAY	0.00
V13072	12/15/2023	PUESTOW, ALLISON	1,083.02
V13073	12/01/2023	SEWALT, SHANA	765.31
V13073	12/15/2023	Rosenmeier, Nicholas	1,726.57
V13074	12/01/2023	SHERMAN, ABBEY	1,888.85
V13074	12/15/2023	SCHERER, RONI KAY	0.00
V13075	12/01/2023	SHERMAN, ZACHARY R	1,435.41
V13075	12/15/2023	SEWALT, SHANA	733.19
V13076	12/01/2023	SHORE, DIANA	214.18
V13076	12/15/2023	SHERMAN, ABBEY	1,720.71
V13077	12/01/2023	SIMONIS, DERICK	1,478.05

TCB - PAYROLL

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V13077	12/15/2023	SHERMAN, ZACHARY R	1,435.40
V13078	12/01/2023	SUSA, BRETT	1,861.97
V13078	12/15/2023	SHORE, DIANA	428.80
V13079	12/01/2023	Swenty, Miranda Jean	1,220.20
V13079	12/15/2023	SIMONIS, DERICK	1,478.05
V13080	12/01/2023	SYMONDS, JENNY	255.19
V13080	12/15/2023	SUSA, BRETT	1,895.97
V13081	12/01/2023	TASKAY, STEVEN E	213.11
V13081	12/15/2023	Swenty, Miranda Jean	1,220.20
V13082	12/01/2023	Thiemer, Richard	1,711.05
V13082	12/15/2023	SYMONDS, JENNY	196.30
V13083	12/01/2023	VACHO, KEZLEIGH	630.22
V13083	12/15/2023	TASKAY, STEVEN E	213.11
V13084	12/01/2023	VACHO, TRAVIS	1,444.68
V13084	12/15/2023	Thiemer, Richard	1,579.63
V13085	12/01/2023	VanStrydonk, Lexie	830.97
V13085	12/15/2023	Turberville, Chasity	486.18
V13086	12/01/2023	WATRUBA, ALYSIA	1,698.80
V13086	12/15/2023	VACHO, KEZLEIGH	1,134.41
V13087	12/01/2023	WEBSTER, MASON	1,459.93
V13087	12/15/2023	VACHO, TRAVIS	1,444.68
V13088	12/01/2023	ZELTON, MARY KAY	212.27
V13088	12/15/2023	VanStrydonk, Lexie	830.97
V13089	12/01/2023	Cerkas, Alena	94.20
V13089	12/15/2023	WATRUBA, ALYSIA	1,572.04
V13090	12/15/2023	WEBSTER, MASON	1,592.09
V13091	12/15/2023	ZELTON, MARY KAY	251.24
Grand Total			128,525.34

TCB - PAYROLL

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	75,962.71
Total Expenditure from Fund # 210 - Library Fund	17,632.81
Total Expenditure from Fund # 610 - WATER FUND	15,383.72
Total Expenditure from Fund # 620 - SEWER FUND	18,009.14
Total Expenditure from Fund # 630 - SOLID WASTE FUND	1,536.96
Total Expenditure from all Funds	128,525.34

ASSOCIATED - SOLID WASTE CHECKING

ALL Checks

Posted From: 11/21/2023 From Account:
Thru: 12/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
1934	12/01/2023	Multi Media Channels, LLC Advertising	
630-00-11110-000-000		DUMPSTER DAYS Dumpster Days Advertisement	225.00
		IN151555	
		Total	225.00
1935	12/01/2023	Verizon Wireless Phone	
630-00-53634-000-000		ADMINISTRATION 715-966-5144	51.84
		9948560128	
		Total	51.84
1936	12/06/2023	UNITED STATES POSTAL SERVICE Garbage post cards 2024	
630-00-53635-000-000		EDUCATION/SUPPLIES Recycling and garbage post card 2024	804.27
		Total	804.27
1937	12/15/2023	Republic Services #645 October Cont Services	
630-00-53631-290-000		SOLID WASTE - OTHER CONTR SVC Recycling Service 10/01 to 10/31/2023	4,562.44
		0645-000207532	
630-00-53631-290-000		SOLID WASTE - OTHER CONTR SVC Residential Service 10/01 to 10/31/2023	10,654.80
		0645-000207532	
630-00-53631-290-000		SOLID WASTE - OTHER CONTR SVC applying credit to correct account	-108.67
		1923 ck#	
		Total	15,108.57
		Grand Total	16,189.68



223 W. Wisconsin Avenue
Tomahawk, WI 54487
715-453-1090

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

Board of Directors Meetings: The third Wednesday of the month at 8:30 a.m. You are always welcome!

Current Directors: Donna Ahlgrim, Char Andreach, Paula Blom, Tim Calhoun, Al Elvins, Dawn Genelin, Karrie Hess, Andrea Krueger, Jenna Pultz, and Jennifer Turkiewicz

Happy Holidays from all of us at Tomahawk Main Street!

Current and Upcoming Events

- **Fall Ride Chili and Fill Your Bun Fundraiser: Saturday, January 20** – Bring your appetite! Come on down to the Corner Pub from 4:00 – 7:30 p.m. to sample and vote on multiple entries in both the best chili and fill your bun sandwich competitions. Mike McAbee will keep us moving with musical entertainment from 6:00 – 9:00, and our Winter Raffle winners will be drawn at 8:00 p.m. as well! Tickets are \$10.00 each or 3/\$25.00.
- **Annual Meeting: Thursday, February 8** – Tomahawk Main Street is turning Sweet Sixteen! Join the celebration as we recap 2023, see what's in store for 2024, and enjoy a night with fellow business owners, volunteers, and friends of Main Street. Pine Tree will host our event beginning with drinks at 5:00, food at 5:30, and the meeting to begin at 6:00.
- **Valentine's Food and Wine Sampling: Wednesday, February 14** – Treat your Valentine to an intimate evening filled with foods and wines from around the world! Jeff Calhoun will provide musical entertainment as we travel across the globe, enjoying samplings and pairings with your sweetheart. Tickets are \$50.00 per person.
- **Adult Dance: Saturday, February 24** – Adulting got you down? No worries – we have you covered – enjoy a night out at Inshalla with us as we dance the night away, masquerade ball style! A black and gold magical night of music, memories, and a whole lot of fun! Tickets are \$20.00 in advance and \$25.00 at the door.



Updates on Past Events

- **Hometown Christmas: Friday, December 8** – It may not have been white, but oh what fun we had traveling around the world, celebrating the traditions of all. The parade was a fun way to start the event, and the live mannequins never disappoint! Beautiful music, dancing, hot chocolate, cookies, a warming fire ring, and the list goes on! A fantastic way to celebrate our hometown!

Friendly Reminders

- As a Tomahawk Main Street business, you are eligible for help from the WEDC! That's right. One example is the **Social Media Audit**. Our friends at the WEDC will audit your website and social media content, then offer suggestions to help you improve your reach! This is just one of the many free perks available. Talk to Jennifer about this and other opportunities too! Watch for email's from us as well – there are often workshops and seminars that you can attend.
- **Main Street Money** is available for purchase at the office. What a fantastic way to shop local, and it makes a great gift! No questioning what to buy – get your loved ones Main Street money and let them pick and choose as they explore our gorgeous downtown! It also makes a great raffle prize for your next event!
- Did you know that we are part of **Walmart's Spark Good**? When you shop at Walmart, you can Round Up and have your donation be given to Tomahawk Main Street. What an easy way to help support our downtown!

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"/>	834	Spencer	Shawn	1/2/2024	6/30/2025	\$40.00
										\$40.00

Friends of Lake Mohawksin Bon Fire

Saturday, February 3rd, 2024

EVENT INFORMATION

This is a new event in 2024 sponsored by Friends of Lake Mohawksin. The event will be on Saturday, February 3rd, 2024 at SARA Park Boat Landing. FOLM would be hosting a bonfire and fireworks between Noon and 9:00 p.m. Alcohol will not be served but participants can bring their own alcohol.

1. CITY RESOURCES

- See attached worksheet.

2. SITE LAYOUT

- SARA Park Boat Landing – Map attached.

3. RESERVATIONS

- No reservations are required for this event.

4. GARAGE COLLECTIONS

- Five (5) containers for all garbage and recycling will be provided.

5. RESTROOMS

- FOLM are requesting a Port-A-Potty for the event.

6. PARKING

- Participants would utilize the parking at SARA Park and the Boat Landing during the event.

7. EMERGENCY PLAN

- A first aid kit will be kept on site.

8. OTHER COMMENTS/RECOMMENDATION FROM DEPARTMENTS

- None.

9. APPROVAL

- This application was presented to the Health and Safety Committee on January 2nd, 2024. The Committee approved/denied the application with the following conditions:

○

- This application was presented to the Common Council on January 2nd, 2024. The Council approved/denied the application with the following conditions:

○

Date: _____

Clerk/Treasurer Amanda L. Bartz, CMC, WCMC

**Friends of Lake Mohawksin
Bonfire and Fireworks**

Saturday, February 3rd, 2024

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	-	10.00	-	
Barricades	-	1.00	-	
Picnic Tables	5.00	2.00	10.00	
Waste Disposal Cans	5.00	2.00	10.00	
Port-A-Potty	1.00	75.00	75.00	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			120.00	

Expenses - City	ESTIMATE			Notes
Personnel	Quantity	Rate	Total	
Review Time	1	25.00	25.00	Deliver Picnic tables and
Leadperson	-	56.37	-	Disposal Cans
Crewperson III	1.0	52.67	52.67	
Parks LTE	-	19.22	-	
Parks OT	-	79.01	-	
Parks Sumer Intern	-	11.30	-	

Overtime rates are 1.5 times the rates listed above.

Equipment

Loader	1	59.20	29.60	Picnic Table Delivery
Dump Truck	-	68.86	-	
Clam Truck	-	58.98	-	
Pick Up Truck	-	18.12	-	
Diamond Groomer	-	28.80	-	

Materials

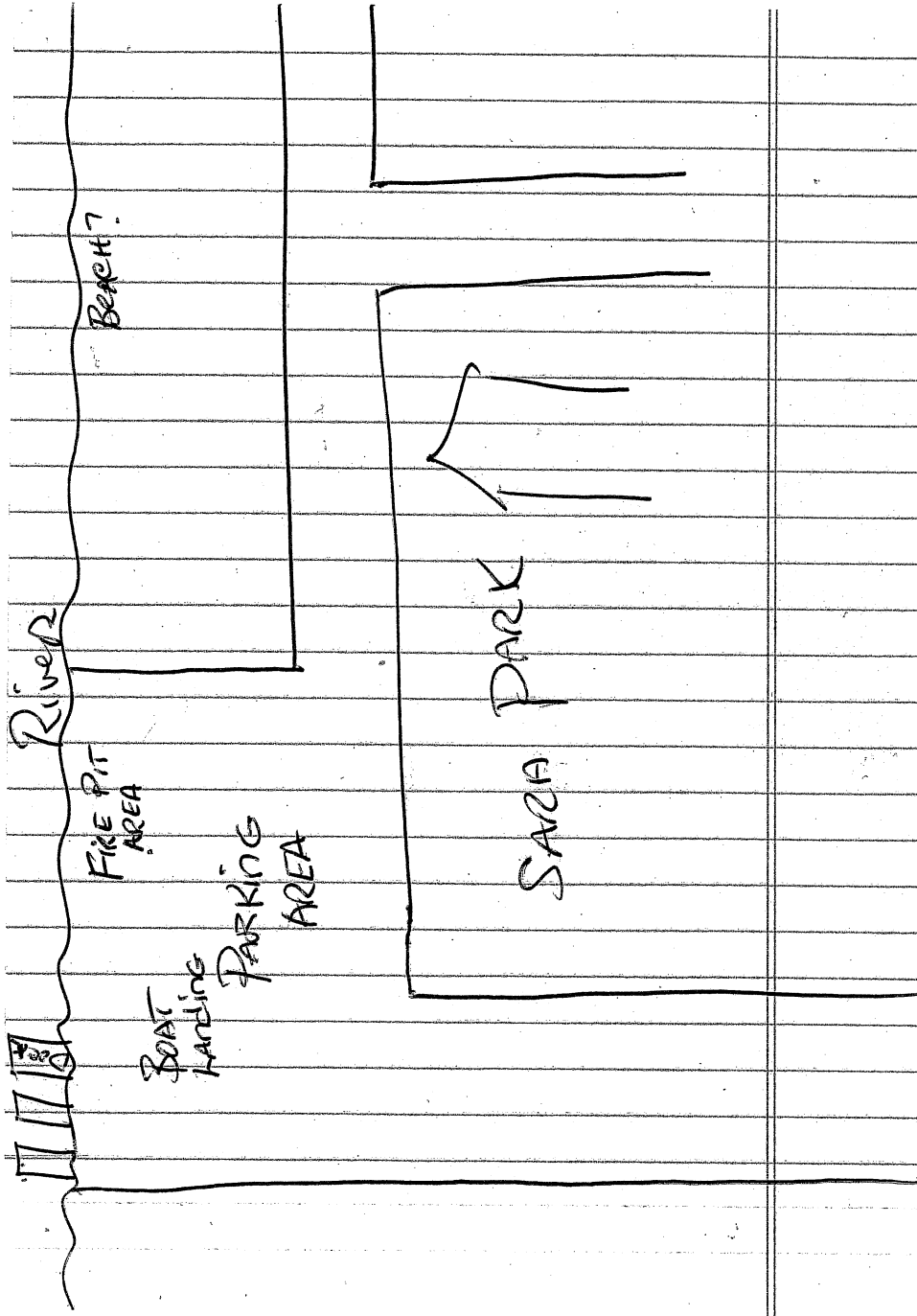
Gravel	-	5.17	-	
Dumpster - Garbage	-	35.87	-	Contractor & Landfill
Dumpster - Recycling	-	15.50	-	Contractor Pickup Fee
Can Liners (96 Gal)	5	0.50	2.50	

Total Estimated Costs 109.77

Net Cost to the City (10.23)

Assets Provided by the City

Barricades	0
No Parking Signs	0
Waste Containers	5
Port-A-Potties	1



Tomahawk Main Street Farmers Market

Tuesdays June through October 2024

EVENT INFORMATION

This event is sponsored by Tomahawk Main Street, Inc. The event will be a Farmers' Market on Tuesdays June through October 2024. The event will be set up at 10:30 a.m., opening to the public at 11:00 a.m., and ending at 3:30 p.m. The estimated attendance will be 200 per event.

1. CITY RESOURCES

- See attached worksheet.

2. SITE LAYOUT

- **NEW** – The Farmers' Market will be located on 3rd Street between Wisconsin Avenue and Somo Avenue.
 - This is new in 2024. In prior years the event area was between Wisconsin Ave and the alley. They are proposing to expand the event to accommodate more vendors.
 - Residential property located at 28 N 3rd St with access to parking from 3rd St would be impacted by this change.
 - Alley would remain open for traffic along with the middle of the street.

3. RESERVATIONS

- No reservations are required for this event.

4. GARAGE COLLECTIONS

- No additional garbage/recycling containers are needed for the event.
- All vendors are responsible for their waste disposal.

5. RESTROOMS

- No additional restrooms are needed for this event.

6. PARKING

- **NEW** – Request to designate the first two stalls on either the northwest or northeast corner of Wisconsin Av and 3rd St as Temporary “Disabled Parking” during the event.
- Event coordinator will place “No Parking” Signs on 3rd Street in the morning and be removed after the event (by 3:30 p.m.) each week.
- Parking is provided off-street and the municipal lot at Some Av and 2nd St.

7. EMERGENCY PLAN

- A first aid kit will be kept on site.

8. OTHER COMMENTS/RECOMMENDATION FROM DEPARTMENTS

- “No Parking” signs may not be placed out at 10:30 a.m. on days of the event.
- Six (6) barricades were provided in the past for the duration of the season. Event organizers are responsible for placement and removal of the barricades after each event. They will need to place ten (10) barricades for the closure of the north portion of the Street.

9. APPROVAL

- This application was presented to the Health and Safety Committee on January 2nd, 2024. The Committee approved/denied the application with the following conditions:

-

- This application was presented to the Common Council on January 2nd, 2024. The Council approved/denied the application with the following conditions:

○

Date: _____

Clerk/Treasurer Amanda L. Bartz, CMC, WCMC

**TOMAHAWK MAIN STREET FARMER'S MARKET
2024**

Tuesdays, June
through October

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	-	10.00	-	
Barricades	10.00	1.00	10.00	Picked up by Sponsor
Waste Disposal Cans	-	2.00	-	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			35.00	

Expenses - City	ESTIMATE			Notes
Personnel	Quantity	Rate	Total	
Review Time	1	25.00	25.00	
Leadperson	-	56.37	-	
Crewperson III	-	52.67	-	
Parks LTE	-	19.22	-	
Parks OT	-	79.01	-	
Parks Sumer Intern	-	11.30	-	
<i>Overtime rates are 1.5 times the rates listed above.</i>				
Equipment				
Loader	-	59.20	-	Picnic Table Delivery
Dump Truck	-	68.86	-	
Clam Truck	-	58.98	-	
Pick Up Truck	-	18.12	-	
Diamond Groomer	-	28.80	-	
Materials				
Gravel	-	5.17	-	
Dumpster - Garbage	-	35.87	-	Contractor & Landfill
Dumpster - Recycling	-	15.50	-	Contractor Pickup Fee
Can Liners (96 Gal)	-	0.50	-	
Total Estimated Costs			25.00	

Net Cost to the City	(10.00)
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Assets Provided by the City	
Barricades	10
No Parking Signs	?

**CITY OF TOMAHAWK
RESOLUTION 2024-**

**AUTHORIZATION TO APPLY FOR WISCONSIN DEVELOPMENT CORPORATION (WEDC)
COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT FOR THE REDEVELOPMENT
OF THE FORMER CLOTHES HAMPER LAUNDRY MAT (3 W Wisconsin Av)**

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 the former Downtown Landry Mat to accommodate office space and two two-family 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 _____, 20_____.

Moved: _____

Seconded: _____

Passed: _____

Mayor Steven E. Taskay

Clerk-Treasurer Amanda L. Bartz

Calculation of sale Price
Encroachment at 202 Deer Park Road

Approx Square Footage of Property: 18,140

Land Assessed Value: \$50,800

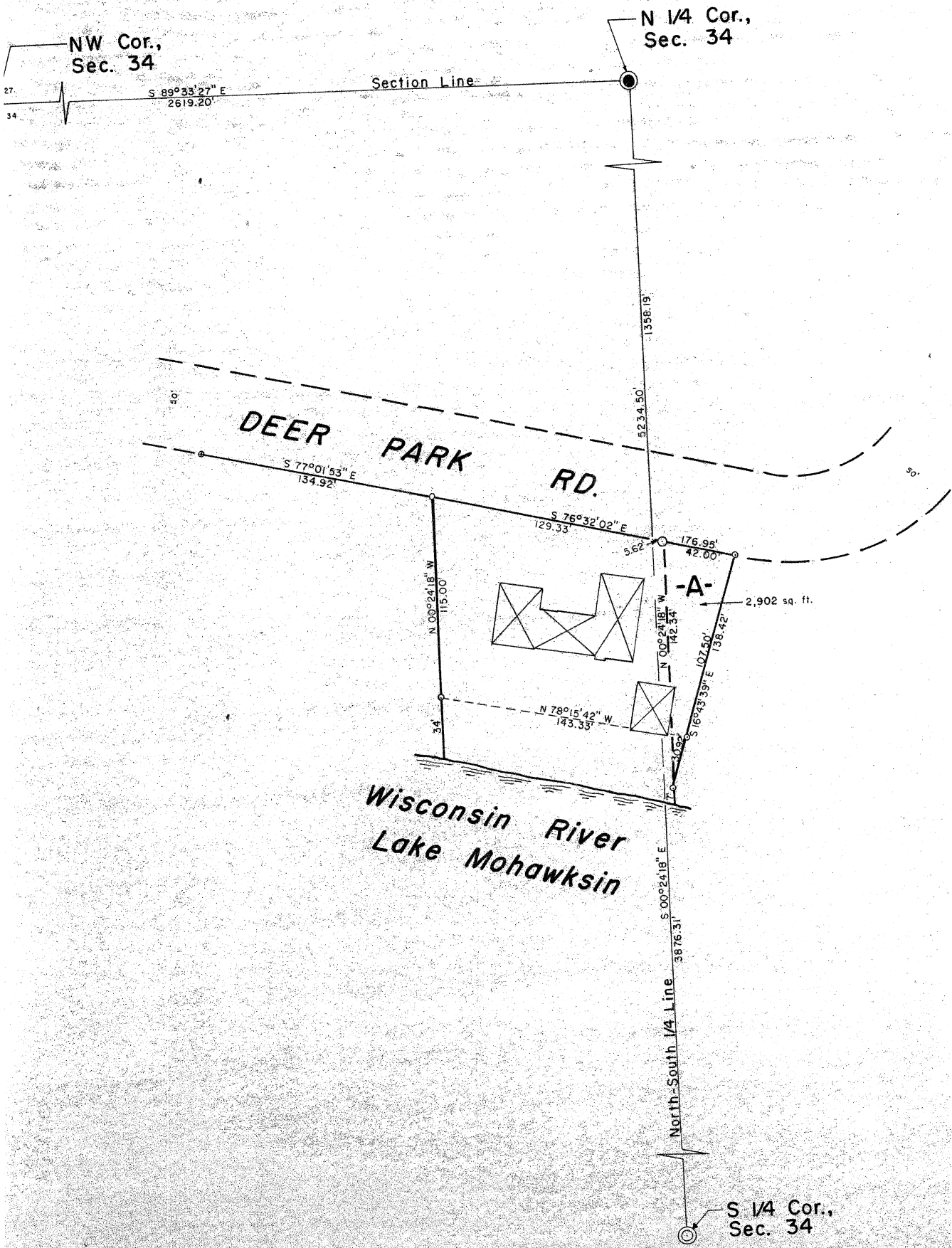
Assessed Value per Square Footage: \$2.80

Square Footage From the City: 2,902

2,902 X \$2.80: \$8,125.60

History Note:

In 2019 the property located at 402 Deer Park Rd was encroaching on City property located to the west. The City used the same calculation/formula to determine the sale price.



2023 Property Record | Lincoln County, WI

*Assessed values not finalized until after Board of Review
Property information is valid as of 12/28/2023 3:19:56 PM*

Owner Address	
DENNIS E DOUGHTY AND JUDITH A DOUGHTY REVOCABLE TRUST , 202 DEER PARK RD TOMAHAWK, WI 54487	

Owner	
DENNIS E DOUGHTY AND JUDITH A DOUGHTY REVOCABLE TRUST	

Property Information	
<u>Parcel ID:</u>	28635063410143
<u>Document #</u>	439651
<u>Tax Districts:</u>	TOMAHAWK SCHOOL

Property Description	
<i>For a complete legal description, see recorded document.</i>	
LOT 4 DEER PARK SUB-DIV EX FLOW WPS CORP	
<u>Municipality:</u>	286-CITY OF TOMAHAWK
<u>Property Address:</u>	202 DEER PARK RD

Tax Information		Print Tax Bill
<u>Installment</u>		<u>Amount</u>
<u>First:</u>		1,850.38
<u>Second:</u>		2,054.00
<u>Third:</u>		0.00
<u>Total Tax Due:</u>		3,904.38
<u>Base Tax:</u>		4,164.29
<u>Special Assessment:</u>		0.00
<u>Lottery Credit:</u>		204.87
<u>First Dollar Credit:</u>		55.04
<u>Amount Paid:</u>		3,904.38
<i>(View payment history info below)</i>		
<u>Current Balance Due:</u>		0.00
<u>Interest:</u>		0.00
<u>Total Due:</u>		0.00

Land Valuation				
<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
1	0.00	\$50,800	\$146,100	\$196,900
	0.00	\$50,800	\$146,100	\$196,900
<u>Assessment Ratio:</u>			0.7099335430	
<u>Fair Market Value:</u>			277400.00	

Payment History					
<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/21/2023	133597	3904.38	0.00	0.00	3904.38

*No data found for Special Assessment Detail, Delinquent Tax Summary in 2023

**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 _____, 2023 (the “Effective Date”), by and between the Wild River Group LLC, a Wisconsin limited liability company (hereinafter “Developer”), and the City of Tomahawk, a Wisconsin municipal corporation located in Lincoln County, Wisconsin (hereinafter “City”).

RECITALS:

- A. The Developer has purchased 3 W Wisconsin Avenue (Parcel No. 286-3506-343-0173) (the Property) and the Developer intends to renovate the existing building for multiple uses (the Project); and
- B. Developers seeks assistance in the form of a Community Development Investment Grant (“CDI Grant”) for up to Two Hundred and Fifty Thousand Dollars (\$250,000) from the Wisconsin Economic Development Corporation (“WEDC”) to offset financing; and
- C. WEDC requires that the City act as the conduit of the CDI Grant Funds (Grant); 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 Grant can be used toward payment of Project costs permitted to be paid for by the CDI Grant as directed by WEDC.
- 2. **Grant Compliance.** Developer shall comply with those terms and conditions set forth by WEDC and the CDI Grant and any agreements required there under.
- 3. **Expenditure Limitation.** All cost of which Grant funds may be used must be incurred two years from the execution of this Agreement.
- 4. **City to Hire CPA to Perform Statement of Expenditures.** City shall 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 Grant funds.
- 5. **Obligations of the City.** The City Shall:
 - a. approve any agreements required by the WEDC, provided such agreements are consistent with the terms of this Agreement and the Grant;
 - b. perform all obligations as “Recipient” of the Grant Funds as defined therein;
 - c. submit regular performance reports as may be required by the Grant terms or WEDC;
 - d. seek grant funds reimbursement from WEDC in accordance with the Grant terms upon receipt of necessary invoices or paperwork from Developer;
 - e. distribute grant funds to Developer pursuant to the terms of the Grant; and

- f. allow access to Developer, upon no less than 24-hour notice, to inspect and copy all records pertaining to the CDI Grant for WEDC.
6. **Obligations of the Developer.** Developer shall:
- a. be responsible for supplying all necessary documents, records and invoices as may be required to comply with the terms of the Grant;
 - b. provide any agreements required by the WEDC for City review and approval;
 - c. ensure that timely submission of any paperwork required by the CDI Grant and as directed by the WEDC;
 - d. use Grant funds only for costs allowed under the terms of the Grant and as directed by the WEDC; and,
 - e. provide the City access, upon no less than 24-hour notice to Developer, to inspect all of the records required to be maintained by the Developer for the Grant or otherwise by the WEDC.
7. **Representations and Warranties of Developer.** Developer represents and warrants to and covenants with the City, which representations and warranties shall survive the termination of this Agreement, as follows:
- a. **Good Standing.** Developer is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
 - b. **Due Authorization.** The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms.
 - c. **No Conflict.** The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.
 - d. **No Litigation.** There is no litigation or proceeding pending or threatened against or affecting Developer or the Development that would adversely affect the proposed development, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Development Improvements or the ability of Developer to perform its obligations under this Agreement.
 - e. **Compliance with Laws and Codes.** Developer covenants the Development Improvements and Infrastructure, when completed, will conform, and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will at all times comply with, and will cause the Project to be in compliance with. all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- f. **No Material Change.** All copies of documents, contracts and agreements Developer has furnished to the City or will furnish prior to closing as a condition of this agreement are complete and true.
 - g. **Taxes.** Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes.
 - h. **Compliance with Zoning.** Upon completion of the Development Improvements, the Development Property will conform and comply in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
 - i. **Payment.** All work performed or materials furnished for the Project will be fully paid for by Developer.
 - j. **Certification of Facts.** No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
8. **Developer Hold Harmless and Indemnifies City.** In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, the Developer for itself, its owners, directors, officers, members, employees, contractors, agents, insurers and attorneys, shall indemnify, hold harmless and defend the City, its Council members, directors, officers, employees, contractors, agents, insurers and attorneys from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, that may in any manner result from, relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of the Development Property. Nothing in this Agreement shall affect the application of Wis Stats §893.80
9. **Specific Remedy.** In addition to any other remedy allowed by law, if 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.
10. **City Obtains No Lien.** Except for special charges as provided in Section 8 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.
11. **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 Grant funds and any necessary paperwork required therefore; or (b) the date that the developer or City provides notice of termination as provided in Section 11 below:
12. **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 incurred as a result of this Agreement 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.
- 13. **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.
- 14. **Default.** Failure to perform any of the obligations or covenants contained in this Agreement at the time and in the manner stated in this Agreement, which failure continues for thirty (30) days after written notice of such is received by the party from the other party, If such failure cannot reasonably be corrected within the thirty (30) day period, shall be deemed default of this Agreement.
- 15. **Extension of Cure Period.** Subject to the agreement of the other party, at the others party’s discretion, a 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.
- 16.
- 17. **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 register 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 address 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
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Copy to:	Amundsen Davis LLC Atten. James Kalny <u>318 S Washington Street</u> Green Bay, WI 54305
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Developer:	Wild River Group LLC _____ _____ _____
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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.

18. **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 inure to the benefit of City and Developer and their respective successors and assigns.
19. **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.
20. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered 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.
21. **Recording of Agreement.** Either party may record the 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.
22. **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.
23. **Financial Interest Prohibited.** No official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property, or any contract, agreement, or other transaction relating to the same, nor shall any such official participate in any decision relating to this Agreement that affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.
24. **Non-waiver of Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses, and permits from the City in accordance with its usual practices and procedures or limit or affect in any way the right and authority of the City to approve or disapprove any plans and specifications or any part thereof or to impose limitations, restrictions, and requirements on the development, construction, and/or use of the Development Property as a condition of any such approval, license, or permit, including without limitation, requiring other and further development and similar agreements. The City will act diligently and in good faith to review all necessary approvals, licenses, and permits duly requested by the Developer.
25. **Consents Running with the Land.** This Agreement and all consents, obligations, waivers, and other requirements of the Developer with respect to the levy of special assessments and otherwise, as set forth in this Agreement, shall be deemed to be a covenant running with the

land and shall be binding upon the Property and any and all owners of all or any portion of the Property, and their representatives, successors, and assigns.

- 26. **Governing Law.** The laws of the State of Wisconsin shall govern the Agreement.
- 27. **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.
- 28. **No Partnership.** This Agreement does not create any partnership or joint venture between the Parties, or render any Party liable for any debts or obligations of the other Party.
- 29. **Neutral Construction.** This agreement is the result of a negotiated agreement by the Parties. Before they executed this Agreement, the Parties had sufficient opportunity to review this Agreement and have legal counsel review. This Agreement is the product of negotiation by the Parties. Accordingly, nothing in this Agreement shall be construed more strictly for or against either Party because that Party's attorney drafted this Agreement or any portion thereof or attachment hereto.

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:

Wild River Group, LLC

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PARCEL

Legal Description: Lot 12 Block 17 Original Plat of Tomahawk

DESCRIPTION OF PROJECT

DESCRIPTION

This project is the redevelopment of the former Close Hamper building site at 3 West Wisconsin Avenue, Tomahawk, WI. 3 West Wisconsin Av has historically been a central location for residents of Tomahawk, WI to gather for entertainment, nourishment, work, and residence. Enterprise began in 1913 as a saloon, pool and billiard hall, and bowling alley. In 1940, the bowling alley was renovated for use by women only. In 1926, the building was demolished. Later that year the current brick building was constructed and opened as Dean's Grocery. It remained a grocery store till 1962. It was then purchased by the Jafco Corporation who operated as commercial construction for high-end, top-quality millwork.

In 1979 the building was owned and operated by Mi-Lady's Beauty Shop. During this time, the building sustained a fire in the 2nd floor rear apartment caused by a "sparking am/fm radio." The fire damage was confined to the back porch, stairwell, living room and kitchen of the rear apartment. The other apartment sustained smoke damage and the first floor was completely unaffected.

The building operated as a hair salon and beauty shop through 1982 then became the brief home to Tomahawk Shoe Service. In 1984, the building transitioned to the Clothes Hamper where it operated as the city's downtown laundromat. The laundromat operated till 2014. Historical records show that the 3 West building has been vacant since 2018 but the City of Tomahawk disconnected water and sewer in 2014 with no activity since.

Since the closing of the laundromat, 3 West was inhabited by numerous persons living as vagrants. During this time, the two 2-bedroom apartments were vandalized and sustained extensive water damage throughout. Additionally, the roof was left to deteriorate to prolonged weatherization. This building is considered blighted property.

Lincoln County took this property on a tax deed in 2021 when the taxes were delinquent since 2013. The City of Tomahawk purchased the property for \$6,343.03. In 2022 the City asked for proposals from potential developers for redevelopment of this property. The proposal from Wild Rivers Group was accepted and we have been working with them to see the project through.

EXHIBIT B – MAP

