

Tuesday August 1, 2023
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 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. July 11, 2023 (pg. 3)

F. APPROVAL OF CHECKS

General Fund account checks 114313 – 114402, 11 electronic payments in the amount of \$547,253.09, payroll checks 52885 – 52902 and direct deposit checks V12493–V12593 in the amount of \$125,286.81 and Solid Waste Fund check 1916 – 1917 in the amount of \$15,339.43 (pg. 6)

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.

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 (pg. 17)

I. ORDINANCES

1. An ordinance to amend the City of Tomahawk Municipal Code by Amending Chapter 94 Traffic and Vehicles, Article III. Operation of Vehicles Generally, Section 94-115 No Parking Zones, Bus Stops, and Taxi Stops (pg. 18)
2. An ordinance to amend the City of Tomahawk Municipal Code by Amending Chapter 94 Traffic and Vehicles, Article VII. All-Terrain and Utility Terrain Vehicles, Section 94-229 All-Terrain Vehicle Routes (pg. 20)

J. OTHER BUSINESS

1. Transportation Alternative Program – Tomahawk Sidewalks to Schools (King Road) – Federal Grant Award and Agreement (pg. 22)
2. Election Equipment Order – Express Vote (pg. 33)

K. NEXT MEETING

1. September 5, 2023 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
July 11, 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 Mickey Loka, Pat Haskin, Dale Ernst, Ed Nystrom, Jeff Kahle, Steve “Ding” Bartz, and Mike Loka. Absent was William Garske and Tadd Wegener.

Staff members present were Mayor Steven E. Taskay, Clerk/Treasurer Amanda L. Bartz, Street Leadperson Nick Rosenmeier, Library Director Heidi O’Hare, and Police Officer Michael Krich.

Public in attendance was Lucas Geiger of MSA Professional Services, Chamber Director Sherry Hulett, Main Street Director Jennifer Turkowicz, Roxanne Consolver, and Zach Garner.

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

Public Comments: There were no public comments.

Minutes: MICKEY LOKA MOVED to approve the June 6, 2023 minutes and ERNST seconded. The VOTE was unanimous.

Approval of Checks: HASKIN MOVED to approve General Fund checks 114208 – 114311 and 11 electronic payments in the amount of \$223,508.04, payroll check 52871 – 52884 and direct deposit checks V12406 – V12492 in the amount of \$106,282.25 and Solid Waste Fund checks 1914 – 1915 in the amount of \$225.31. NYSTROM seconded. The VOTE was unanimous.

Reports

1. **Committee Reports**

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

Board of Public Works – ROSENMEIER reported that the Board met on June 27th, 2023 and heard a public comment regarding the boulevard on S Tomahawk Av and since they no longer have irrigations the grass has burned out and suggested Astro turf. ROSENMEIER also reported that the Board reviewed or approved the following business: 8-10 boulders at the Tomahawk Community Thrift Shop, discussed Highway CC no longer being part of the truck route, the catch basin at Conservation and Somo Av, no parking zones on Railway St, and the sale of gravel and fill to contractors.

Health and Safety Committee – stated that the Health and Safety Committee met on June 27th, 2023, all the items discussed are on the Council’s agenda.

Finance Committee –stated that the Finance Committee met on June 27th, 2023 and the items discussed are on the Council’s agenda.

1 Park and Recreation Committee – KAHLE stated that the Park and Recreation Committee discussed
2 reservation system for the parks and camping and discussed the right-of-way off of Oakland Av.

3
4 Commission on Aging – Clerk BARTZ stated that the Commission on Aging met at the end of June and
5 discussed fund raisers, purchasing a new grill and ongoing needed improvements at the Center.

6
7 Library Board – O’HARE stated that the Library is looking at hiring two limited term employees through
8 the grant from Create have people to work the lab space for the 3-D printer and podcast kit. She stated
9 that they are still looking at a few more purchases through the grant.

10
11 O’HARE stated that they will be working on a planned reading challenges and programing to go out at
12 the beginning of the school year. She stated that with the gifts that have been received, they are
13 shifting and weeding the library collections.

14
15 O’HARE stated that the first 30 minutes the Library was open they have 40 patrons. She stated that that
16 has been 60-70 patrons for story time and that last Thursday there were 181 people on the lawn for the
17 programing.

18
19 HASKIN stated that Mark Gass gave an intro on WJJQ on the history of the Library.

20
21 2. Mayor’s Report – Mayor TASKAY stated continuing to get phone calls, was involved in the
22 Chamber Arts and Craft Fair, and fielded concerns from citizens on the dock at SARA Park and the
23 rescheduling of the fireworks.

24
25 3. Written Report from Tomahawk Main Street, Inc. – Council reviewed the written report form
26 Tomahawk Main Street Director, Jennifer Turkowitz. Turkowitz stated that they are wrapping up *North*
27 *for the 4th* t-shirt sales, the 4-way intersection landscaping had been completed and the restoration of
28 the William H. Bradley mural on Standard Mercantile has been started.

29
30 **Licenses**

31 1. Operator Licenses: MICKEY LOKA MOVED to approve the operators and MIKE LOKE seconded.
32 The VOTE was unanimous.

33
34 2. Request for Premise Revision – Floyd’s Timer Tavern’s 1st Annual Grilling Competition – July 15th,
35 2023: MICKEY LOKA MOVED to approve the request and BARTZ seconded. The VOTE was unanimous.

36
37 3. Tomahawk Lions Club Thrilla on the Grilla – August 5, 2023: MIKE LOKA MOVED to approve
38 permit and to waive open intoxicant from 11:00 a.m. to 5:00 p.m. in the event area and BARTZ
39 seconded. The VOTE was unanimous.

40
41 4. Tomahawk Regional Chamber of Commerce Member Mini-Golf Tournament – August 9, 2023:
42 HASKIN MOVED to approve the permit and waive open intoxicants from 5:00 p.m. to 8:00 p.m. within
43 the event area and BARTZ seconded. The VOTE was unanimous.

1 **Resolutions**

2 1. A resolution Approving a State Trust Fund Loan in the Amount of \$2,100,000, interest rate of
3 5.25%, for at term of 20 years for the purpose of Financing the 2023 Capital Projects

4
5 HASKIN MOVED to adopt the resolution presented, ERNST seconded. The VOTE was 7-0. The resolution
6 was adopted.

7
8 **Other Business**

9 1. 2024 Proposed Library Budget: ERNST MOVED to approve the proposed 2024 Library Budget
10 and HASKIN seconded. The VOTE was unanimous.

11
12 2. Agreement Between the City of Tomahawk and MSA Professional Service - Washington Square
13 Park Design – Amendment No 1.

14
15 MICKEY LOKA MOVED to approve the amendment to the agreement and BARTZ seconded.

16
17 NYSTROM asked about “services include but can be negotiated, asked how you negotiate public
18 engagement”. Lucas Geiger stated that we are already in the construction phase and are out of the
19 schematic and design phase. He stated that we are waiting for awards of funding and are getting into
20 the construction document phase.

21
22 The VOTE was unanimous.

23
24 **Next meeting:** The next regular meeting of the Common Council is scheduled for August 1, 2023 at City
25 Hall, Council Chambers at 5:30 p.m.

26
27 **Adjourn:** NYSTROM MOVED to adjourn the meeting of Common Council and ERNST seconded. The
28 VOTE was unanimous. The meeting was adjourned at 5:54 p.m.

29
30 Approved: _____
31
32 Steven E. Taskay, Mayor

33 Attest: _____
34 Amanda L. Bartz, CMC, WCMC
35
36

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
BP	7/07/2023	BP	57.64
WPS	6/29/2023	Wisconsin Public Service	17,125.56
WPS	6/29/2023	Wisconsin Public Service	-62.36
EFTPS	7/07/2023	EFTPS - Federal Taxes	17,224.76
eftps	7/14/2023	EFTPS - Federal Taxes	20,119.19
114313	6/27/2023	CLARK, DEAN	238.45
114314	6/28/2023	City Of Tomahawk	30,000.00
114315	6/30/2023	AED Superstore	403.07
114316	6/30/2023	Amazon Capital Services	317.72
114317	6/30/2023	Amundsen Davis, LLC	177.00
114318	6/30/2023	Auto Owner's Life Insurance	62.62
114319	6/30/2023	BAKER & TAYLOR BOOKS	365.28
114320	6/30/2023	BELLIN HEALTH	40.00
114321	6/30/2023	BUSINESS INSURANCE GROUP	976.00
114322	6/30/2023	CENGAGE LEARNING Inc/Gale	142.45
114323	6/30/2023	CENTER POINT LARGE PRINT	44.94
114324	6/30/2023	Charter Communications	926.37
114325	6/30/2023	Frontier	644.26
114326	6/30/2023	GPM SOUTHEAST - RIISER	161.29
114327	6/30/2023	HELGESON, DEB	50.00
114328	6/30/2023	Hilgy's LP Gas	150.00
114329	6/30/2023	Kemo's Drone Service	250.00
114330	6/30/2023	MICROMARKETING LLC	128.50
114331	6/30/2023	MYERS, TREVOR	50.00
114332	6/30/2023	Northern Net Exposure	14.95
114333	6/30/2023	POWERS, KYLE	163.45
114334	6/30/2023	RENT-A-FLASH OF WI INC.	555.37
114335	6/30/2023	Republic Services #645	637.91
114336	6/30/2023	SECURITY HEALTH PLAN	56,777.27
114337	6/30/2023	Sewalt, Shana	26.53
114338	6/30/2023	SKEES, VIVIAN	50.00
114339	6/30/2023	STATE BAR OF WISCONSIN	229.30
114340	6/30/2023	TECHNOLOGY MANAGEMENT	27,440.48

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114341	6/30/2023	Tomahawk Builders Supply	165.00
114342	6/30/2023	WISCONSIN STATE FIREFIGHTER'S ASSOCIATION INC	725.00
114343	6/30/2023	WISCONSIN VALLEY LIBRARY SERVICE	1,830.00
114344	6/30/2023	Zietlow, Danielle	50.00
114345	7/07/2023	Amazon Capital Services	11.59
114346	7/07/2023	ANDERSON, DANIEL	1,000.00
114347	7/07/2023	BAKER & TAYLOR BOOKS	1,159.12
114348	7/07/2023	BMB BUILDERS	1,565.58
114349	7/07/2023	Bumper to Bumper	199.86
114350	7/07/2023	CENGAGE LEARNING Inc/Gale	102.71
114351	7/07/2023	Chase's C-Stores	1,986.95
114352	7/07/2023	DEPARTMENT OF ADMINISTRATION	600.00
114353	7/07/2023	EO JOHNSON COMPANY	440.07
114354	7/07/2023	Hilgendorf, David	2,199.16
114355	7/07/2023	IFLS LIBRARY SYSTEM	2,034.09
114356	7/07/2023	MACQUEEN EQUIPMENT	260.33
114357	7/07/2023	Medford Cooperative	147.26
114358	7/07/2023	Menards	34.86
114359	7/07/2023	Multi Media Channels, LLC	375.00
114360	7/07/2023	Napa Auto Parts	178.42
114361	7/07/2023	NFPA	175.00
114362	7/07/2023	PANFIL, PATTI	142.50
114363	7/07/2023	RHYME BUSINESS PRODUCTS	68.18
114364	7/07/2023	Scholz, Carrie	50.00
114365	7/07/2023	TECHNOLOGY MANAGEMENT	20.00
114366	7/07/2023	TWEET/GAROT MECHANICAL, INC	265.00
114367	7/07/2023	Victory Janitorial Inc	359.96
114368	7/07/2023	WEX BANK	85.00
114369	7/11/2023	City Of Tomahawk	60,000.00
114370	7/14/2023	Amazon Capital Services	2,827.59
114371	7/14/2023	Amazon Capital Services	538.00
114372	7/14/2023	Auto Owner's Life Insurance	14.97
114373	7/14/2023	BURISH, MARK	65,854.72

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114374	7/14/2023	CLIFTON LARSON ALLEN LLP	2,160.00
114375	7/14/2023	GPM SOUTHEAST - RIISER	76.50
114376	7/14/2023	Hetzel Plumbing and Heating Inc	495.00
114377	7/14/2023	KWIK TRIP	1,476.19
114378	7/14/2023	League of Wisconsin Municipalities	375.00
114379	7/14/2023	LINCOLN COUNTY HEALTH DEPARTMENT	165.00
114380	7/14/2023	Medford Cooperative	1,122.31
114381	7/14/2023	MSA PROFESSIONAL SERVICES, INC.	6,238.50
114382	7/14/2023	NIEMAN, MELISSA	59.16
114383	7/14/2023	O'HARE, HEIDI	250.00
114384	7/14/2023	OH JAY SERVICES	240.00
114385	7/14/2023	PROFESSIONAL HYDRAULIC JACKS	406.50
114386	7/14/2023	QUALITY EQUIPMENT	67.27
114387	7/14/2023	QUILL CORPORATION	45.37
114388	7/14/2023	ROBIN MYRE ELECTRICAL CONTRACTING LLC	9,921.00
114389	7/14/2023	Rodger Przydyla	100.00
114390	7/14/2023	Ruekert & Mielke	59,246.02
114391	7/14/2023	SECURIAN FINANCIAL GROUP, INC	576.06
114392	7/14/2023	SECURITY HEALTH PLAN	58,039.07
114393	7/14/2023	Tomahawk Builders Supply	126.00
114394	7/14/2023	Tomahawk Fire Department	3,975.00
114395	7/14/2023	TRIG'S	83.38
114396	7/14/2023	TY HILGENDORF INC	1,812.25
114397	7/14/2023	WINTER, PAUL	214.47
114398	7/14/2023	WISCONSIN DEPT OF FINANCIAL INSTITUTIONS	20.00
114399	7/14/2023	WISCONSIN LIBRARY ASSOCIATION	138.00
114400	7/14/2023	WJJQ RADIO STATION-ALBERT BROADCASTING INC.	50.00
114401	7/19/2023	HERITAGE CHEVROLET INC	44,691.50
114402	7/20/2023	Howard Bros., Inc.	16,360.40
Empower	7/14/2023	Empower	1,995.04
Empower	7/14/2023	Empower	1,948.51
Statement	7/14/2023	Cardmember Service	4,564.13
Statement	7/14/2023	Cardmember Service	3,380.83

7/21/2023 12:46 PM

Reprint Check Register - Quick Report - ALL

Page: 4
ACCT

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
Taxw/held	7/07/2023	State Withholding	2,861.96
Taxw/held	7/14/2023	State Withholding	3,018.75
		Grand Total	547,253.09

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	318,019.15
Total Expenditure from Fund # 210 - LIBRARY FUND	25,592.91
Total Expenditure from Fund # 219 - ARPA FUND	3,842.75
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	124,331.11
Total Expenditure from Fund # 290 - TID #3 FORMER HOSPITAL SITE	65,854.72
Total Expenditure from Fund # 297 - TID #6	9,488.25
Total Expenditure from Fund # 620 - SEWER FUND	124.20
Total Expenditure from all Funds	547,253.09

TCB - PAYROLL

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
52885	6/30/2023	BOREM, STEVEN	1,642.93
52886	6/30/2023	ERNST, ROBERT	1,566.70
52887	6/30/2023	LINTEREUR, ZEPHYR Z	37.90
52888	7/14/2023	BOREM, STEVEN	1,491.81
52889	7/14/2023	ERNST, ROBERT	1,518.23
52890	7/14/2023	LINTEREUR, ZEPHYR Z	37.90
52891	7/14/2023	Budzynski, Jevin	734.05
52892	7/14/2023	Canning, David	528.42
52893	7/14/2023	CAYLOR, ROBERT	699.72
52894	7/14/2023	GALLOY, DAVID M	1,047.77
52895	7/14/2023	KNUDSON, RILEY	656.90
52896	7/14/2023	KRUEGER, KEVIN J	894.06
52897	7/14/2023	LOBERMEIER, JACOB	813.91
52898	7/14/2023	LOKA, STEVE	929.34
52899	7/14/2023	MORREN, RONALD L.	853.51
52900	7/14/2023	RANDALL, TAYLOR	776.64
52901	7/14/2023	VON SCHRADER, MARK	585.52
52902	7/14/2023	YOUNG, NICK	885.29
V12493	6/30/2023	AMUNDSON, SHERRI	390.33
V12494	6/30/2023	BARTZ, AMANDA	1,775.66
V12495	6/30/2023	BECKER, BETTY	212.45
V12496	6/30/2023	BECKER, LORI	101.21
V12497	6/30/2023	BERGHOLZ, FREDRICK	1,537.68
V12498	6/30/2023	BUCKWALTER, STEVE	2,456.57
V12499	6/30/2023	Derleth, Jack	289.42
V12500	6/30/2023	DOTTER, DEREK J	1,932.09
V12501	6/30/2023	ELVINS, ALFRED	2,151.12
V12502	6/30/2023	GORELL, MATTHEW	2,017.14
V12503	6/30/2023	HANNA, GLENN	1,718.77
V12504	6/30/2023	HEIER, MYRANDA	606.95
V12505	6/30/2023	JELINEK, WILLIAM J.	1,596.75
V12506	6/30/2023	KRICH, MICHAEL D	2,129.53
V12507	6/30/2023	KROSSCHELL, CHYANNYE	710.12

TCB - PAYROLL

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V12508	6/30/2023	LANE, RUSSELL	1,661.36
V12509	6/30/2023	LARSON, SHARON	769.20
V12510	6/30/2023	MILLER, ANNETTE M	1,049.69
V12511	6/30/2023	O'HARE, HEIDI	1,421.32
V12512	6/30/2023	PAGENKOPF, PEGGY	217.40
V12513	6/30/2023	PANFIL, PATRICIA	612.35
V12514	6/30/2023	PANKOW, CHARLES	1,659.57
V12515	6/30/2023	PICL, RYAN A	1,741.95
V12516	6/30/2023	PLEAU, RAEN	633.25
V12517	6/30/2023	PUESTOW, ALLISON	1,170.47
V12518	6/30/2023	ROSENMEIER, NICHOLAS	1,740.65
V12519	6/30/2023	SCHERER, RONI KAY	0.00
V12520	6/30/2023	SEWALT, SHANA	886.79
V12521	6/30/2023	SHERMAN, ABBEY	1,720.71
V12522	6/30/2023	SHERMAN, ZACHARY R	1,486.55
V12523	6/30/2023	SHORE, DIANA	571.06
V12524	6/30/2023	SIMONIS, DERICK	1,525.00
V12525	6/30/2023	SUSA, BRETT	1,913.52
V12526	6/30/2023	Swenty, Miranda Jean	1,259.03
V12527	6/30/2023	SYMONDS, JENNY	183.21
V12528	6/30/2023	TASKAY, STEVEN E	213.11
V12529	6/30/2023	Thiemer, Richard	1,672.99
V12530	6/30/2023	VACHO, KEZLEIGH	1,067.44
V12531	6/30/2023	VACHO, KHIANNA	719.43
V12532	6/30/2023	VACHO, TRAVIS	1,588.99
V12533	6/30/2023	VanStrydonk, Lexie	1,022.42
V12534	6/30/2023	WATRUBA, ALYSIA	1,705.91
V12535	6/30/2023	WEBSTER, MASON	1,532.01
V12536	6/30/2023	ZELTON, MARY KAY	246.49
V12537	7/14/2023	AMUNDSON, SHERRI	384.78
V12538	7/14/2023	BARTZ, AMANDA	1,588.57
V12539	7/14/2023	BECKER, BETTY	227.27
V12540	7/14/2023	BECKER, LORI	67.47

TCB - PAYROLL

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V12541	7/14/2023	BERGHOLZ, FREDRICK	1,441.25
V12542	7/14/2023	BUCKWALTER, STEVE	2,341.89
V12543	7/14/2023	Derleth, Jack	298.75
V12544	7/14/2023	DOTTER, DEREK J	1,423.46
V12545	7/14/2023	ELVINS, ALFRED	1,989.37
V12546	7/14/2023	GORELL, MATTHEW	1,837.34
V12547	7/14/2023	HANNA, GLENN	1,764.45
V12548	7/14/2023	HEIER, MYRANDA	839.50
V12549	7/14/2023	JELINEK, WILLIAM J.	1,607.12
V12550	7/14/2023	KRICH, MICHAEL D	1,890.23
V12551	7/14/2023	KROSSCHELL, CHYANNYE	516.99
V12552	7/14/2023	LANE, RUSSELL	1,503.52
V12553	7/14/2023	LARSON, SHARON	731.88
V12554	7/14/2023	MILLER, ANNETTE M	1,001.71
V12555	7/14/2023	O'HARE, HEIDI	1,332.07
V12556	7/14/2023	PAGENKOPF, PEGGY	256.92
V12557	7/14/2023	PANFIL, PATRICIA	555.86
V12558	7/14/2023	PANKOW, CHARLES	1,327.35
V12559	7/14/2023	PICL, RYAN A	1,611.09
V12560	7/14/2023	PLEAU, RAEN	599.47
V12561	7/14/2023	PUESTOW, ALLISON	1,083.02
V12562	7/14/2023	ROSENMEIER, NICHOLAS	1,537.69
V12563	7/14/2023	SCHERER, RONI KAY	0.00
V12564	7/14/2023	SEWALT, SHANA	839.38
V12565	7/14/2023	SHERMAN, ABBEY	1,577.60
V12566	7/14/2023	SHERMAN, ZACHARY R	1,432.70
V12567	7/14/2023	SHORE, DIANA	428.80
V12568	7/14/2023	SIMONIS, DERICK	1,735.52
V12569	7/14/2023	SUSA, BRETT	1,836.05
V12570	7/14/2023	Swenty, Miranda Jean	1,207.86
V12571	7/14/2023	SYMONDS, JENNY	124.32
V12572	7/14/2023	TASKAY, STEVEN E	213.11
V12573	7/14/2023	Thiemer, Richard	1,643.61

TCB - PAYROLL

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V12574	7/14/2023	VACHO, KEZLEIGH	1,147.80
V12575	7/14/2023	VACHO, KHIANNA	702.46
V12576	7/14/2023	VACHO, TRAVIS	1,436.96
V12577	7/14/2023	VanStrydonk, Lexie	823.57
V12578	7/14/2023	WATRUBA, ALYSIA	1,514.98
V12579	7/14/2023	WEBSTER, MASON	1,449.78
V12580	7/14/2023	ZELTON, MARY KAY	192.51
V12581	7/14/2023	BUCKWALTER, STEVE	18.82
V12582	7/14/2023	HAENEL, JUSTIN	656.90
V12583	7/14/2023	Kind, Kevin	890.10
V12584	7/14/2023	KRICH, MICHAEL D	384.50
V12585	7/14/2023	LOKA, ADAM	675.96
V12586	7/14/2023	LOKA, MICHAEL J.	1,118.42
V12587	7/14/2023	LOKA, MICHAEL L.	713.99
V12588	7/14/2023	NIEMAN, MELISSA	932.18
V12589	7/14/2023	OELKE, STETSON	742.55
V12590	7/14/2023	PICL, RYAN A	423.78
V12591	7/14/2023	POWERS, KYLE	1,009.54
V12592	7/14/2023	POWERS, LANCE D.	1,039.75
V12593	7/14/2023	WINTER, PAUL F.	1,296.03
Grand Total			125,286.81

TCB - PAYROLL

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	81,566.12
Total Expenditure from Fund # 210 - LIBRARY FUND	16,375.61
Total Expenditure from Fund # 610 - WATER FUND	13,911.99
Total Expenditure from Fund # 620 - SEWER FUND	11,723.26
Total Expenditure from Fund # 630 - SOLID WASTE FUND	1,709.83
Total Expenditure from all Funds	125,286.81

7/21/2023 12:45 PM

Reprint Check Register - Full Report - ALL

Page: 1
ACCT

ASSOCIATED - SOLID WASTE CHECKING

ALL Checks

Posted From: 6/23/2023 From Account:
Thru: 7/21/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
1916	6/30/2023	Republic Services #645 Contracted Services	
630-00-53631-290-000		SOLID WASTE - OTHER CONTR SVC Recycling Service 05/01 to 05/31/2023 0645-000196330	4,559.10
630-00-53631-290-000		SOLID WASTE - OTHER CONTR SVC Residential Service 05/01 to 05/31/2023 0645-000196330	10,647.00
Total			15,206.10
1917	7/13/2023	UNITED STATES POSTAL SERVICE Utility Billing	
630-00-53635-000-000		EDUCATION/SUPPLIES Postage for Billing	133.33
Total			133.33
Grand Total			15,339.43

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 checked="" type="checkbox"/>	<input type="checkbox"/>	106	Bennett	Kimberly	7/14/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	735	Chouinard	Mary	8/1/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	806	Jenson	Theresa	9/11/2023	9/20/2023	\$5.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	808	Krahn	Lola	8/1/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	805	Leahy	Robert	7/12/2023	6/30/2024	\$35.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	746	Pederson	Donna	8/1/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	728	Pederson	Thomas	8/1/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	804	Rocha-Jimenez	Janeth	6/30/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	529	Schmidt	Staria	8/1/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	671	Terry	Michael	7/13/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	802	Thomasson	Laura	6/23/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	807	Ullman	James	8/1/2023	6/30/2025	\$40.00
										\$460.00

CITY OF TOMAHAWK

ORDINANCE 2023-

AN ORDINANCE TO AMEND THE CITY OF TOMAHAWK MUNICIPAL CODE BY AMENDING CHAPTER 94 TRAFFIC AND VEHICLES, ARTICLE III. OPERATION OF VEHICLES GENERALLY, SECTION 94-115 NO PARKING ZONES, BUS STOPS, AND TAXI STOPS

The Common Council of the City of Tomahawk, Wisconsin does ordain as follows:

ARTICLE III. Operation of Vehicles Generally

Section 94-115. No Parking Zones, Bus Stops, and Taxi Stops.

The chief of police shall, in the interest of public safety and welfare, designate and have marked no parking zones, loading zones, bus and taxi zones as may be necessary for the efficient regulation and flow of traffic. No vehicle shall stop or momentarily park in the traveled portion of any street, other than at bus stops or loading zones. Taxicabs shall have the privilege of using bus stops and loading zones. There shall be no parking on the following streets within the city:

- (1) Both sides of 4th Street from the intersection of Wisconsin Avenue north to the north boundary limits of the city.
- (2) The north side of Somo Avenue (State Highway 86) from North Tomahawk Avenue easterly to the Old MT&W Railroad Bike and Walking Trail crossing.
- (3) The south side of Somo Avenue from a point 125 feet west of 4th Street to a point 200 feet east of 4th Street.
- (4) The south side of Lincoln Avenue from 4th Avenue easterly 150 feet.
- (5) Somo Avenue, south side, from 9th Street westerly to a point 75 feet westerly of 8th Street.
- (6) School Road from 8:00 A.M. to 4:30 P.M. on both sides of East Kings Road lying between Bradley Farm Road and the southerly line of Squaw Point Park, with the exception of two parking spaces at 1018 East Kings Road, which the board of public works shall locate and designate as handicapped parking only.
- (7) On school days from 8:00 A.M. to 4:30 P.M. on both sides of School Road lying between the school complex property and Bradley Farm Road.
- (8) On school days from 8:00 A.M. to 4:00 P.M. on the north side of Lincoln Avenue and Washington Avenue from the west right-of-way line of 7th Street, 95 feet to the west.
- (9) Somo Avenue, north side, from Conservation Street westerly to the end of Somo Avenue.
- (10) Somo Avenue; SARA Park area: The north side of Somo Avenue from Conservation Street westerly to end of Somo Avenue. On the south side of Somo Avenue from the west right-of-way line on Marinette Avenue to a point 425 feet westerly.
- (11) Comfort Drive: on the south side of Comfort Drive from the east right-of-way line of Kaphaem Road to the east end of Comfort Drive.
- (12) Kaphaem Road, west side, from Somo Avenue to Comfort Drive.
- (13) West Mohawk Drive, from radius points of the inside of the curve, 50 feet each direction.
- (14) West side of Railway Street, from W Wisconsin Avenue to W Spirit Avenue

**CITY OF TOMAHAWK
ORDINANCE 2023-**

This Ordinance shall take effect and be in force from and after its passage and publication.

PASSED and APPROVED this _____ day of _____, 20____.

Moved: _____

Mayor Steve Taskay

Second: _____

Passed: _____

Clerk-Treasurer Amanda L. Bartz

In Favor: _____

Opposed: _____

Introduced: _____

Public Hearing: _____

**CITY OF TOMAHAWK
ORDINANCE 2023-**

**AN ORDINANCE TO AMEND THE CITY OF TOMAHAWK MUNICIPAL CODE BY AMENDING CHAPTER 94
TRAFFIC AND VEHICLES, ARTICLE VII. ALL-TERRAIN AND UTILITY TERRAIN VEHICLE, SECTION 94-229**

The Common Council of the City of Tomahawk, Wisconsin does ordain as follows:

ARTICLE VII. ALL-TERRAIN AND UTILITY TERRAIN VEHICLES

Section 94-229. All-Terrain Vehicle Routes.

- (a) Pursuant to § 23.33(8), Wisconsin Statute, the following streets and portions of streets are designated all-terrain vehicle routes as defined in Section NR 64.12 Routes, Wisconsin Administrative Code, within the city:
1. East Side of Tannery Road (north of County Road CC) within the City Limits
 2. Bridge Street (County Rd CC)
 3. Curve Street (County Rd CC)
 4. W Leather Avenue
 5. East Side of County Road A – from N. 4th north to within the City Limits
 6. South Side of County Rad A – form N 4th Street east to City Limits
 7. N 4th Fourth Street - from County Road A to Wisconsin Avenue
 8. Wisconsin Avenue – from 4th Street to S Tomahawk Avenue
 9. S Tomahawk Avenue (State Highway 86) – from Wisconsin Avenue to County Road E
 10. Southgate Drive
 11. Kaphaem Road
 12. E Somo Avenue (State Highway 86) from the junction of N 4th Street to Kaphaem Road
 13. ~~Comfort Drive~~
- (b) Pursuant to § 23.33, Wisconsin Statute, the following portions of public property are designated as all-terrain vehicle trails:
- (c) All all-terrain vehicle routes shall be marked as provided in Section NR 64.12(7). Nothing in this article or Section 94 – Article VII – Snowmobiles, shall prohibit the city from working cooperatively or by contract with an all-terrain vehicle club to: mark all-terrain vehicle and snowmobile routes and trails; circulate and publish the route and trail map; or otherwise take action to fulfill the city’s obligations created by said articles.
- (d) No person shall operate an all-terrain or utility terrain vehicle on any city street or public property not designated as an all-terrain vehicle route or trail or in the manner provided in Section 94-228 of this code.
- (e) The operation of all-terrain and utility terrain vehicles will not be permitted on the following streets except as may be necessary to cross the same and then in strict compliance with state law:
- (1) Somo Avenue (STH 86) from ~~South~~ North Tomahawk Avenue to 4th Street.
- (f) The City of Tomahawk, Wisconsin, has specific authority under s.23.33(11)(am)4 to authorize the operation of all-terrain vehicles on the following public highways with posted speed limits of 35MPH or less:
- (1) State Highway 86 from the junction of 4th Street to Kaphaem Road.
 - (2) State Highway 86 from the junction of N. Tomahawk Avenue to Mary Street

**CITY OF TOMAHAWK
ORDINANCE 2023-**

- (g) The City of Tomahawk, Wisconsin, has specific authority under s.23.33(4)(d)3.b and s.23.33(11)(am)3 to authorize the operation of all-terrain vehicles on the following public highways:
- (1) State Highway 86 from the junction of County Road E to Mary Street.
- 23.33(11)3. (a)-(e):
- a. Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing.
 - b. Stay as far to the right of the roadway or shoulder as practicable.
 - c. Stop the vehicle prior to crossing.
 - d. Yield the right-of-way to other vehicles, pedestrians, electric scooters, and electric personal assistive mobility devices using the roadway or shoulder.
 - e. Exit the highway as quickly and safely as practicable after crossing the bridge.
- (h) Unless otherwise specifically provided, utility terrain vehicles shall be permitted to operate on the all-terrain vehicle routes in the same manner and subject to the same restrictions as all-terrain vehicles.
- (i) The routes and trails designated by this ordinance may from time to time be amended by action of the common council after reviewing the recommendation of the chief of police or director of public works regarding any such amendment. The city clerk shall promptly update this section upon publication of any ordinance changing the route designations provided for in this article and shall make copies of this section available to the public at the office of the city clerk.

The chief of police and director of public works shall assist snowmobile and all-terrain vehicle clubs in creating and circulating a map or maps illustrating the routes and trails designated by this ordinance. In the event there is any difference between routes and trails designated in any such map and the routes and trails designated by this ordinance, this ordinance shall control.

This Ordinance shall take effect and be in force from and after its passage and publication.

PASSED and APPROVED this _____ day of _____, 20_____.

Moved: _____
Mayor Steve Taskay

Second: _____

Passed: _____
Clerk-Treasurer Amanda L. Bartz

In Favor: _____

Opposed: _____

Introduced: _____

Public Hearing: _____



Wisconsin Department of Transportation
 Office of the Secretary
 4822 Madison Yards Way, S903
 Madison, WI 53705

Governor Tony Evers
Secretary Craig Thompson
wisconsin.gov
 Telephone: (608) 266-1114
 FAX: (608) 266-9912
 Email: sec.exec@dot.wi.gov

June 16, 2023

Steven E. Taskey, Mayor
 City of Tomahawk
 PO Box 469, 23 N 2nd St,
 Tomahawk, WI 54487
staskay@tomahawk.gov

Dear Mr. Taskey,

Congratulations! The Wisconsin Department of Transportation (WisDOT) has approved the following Transportation Alternative Program (TAP) project(s):

Project Title:	Federal Award Limit:
Tomahawk Sidewalk to Schools	\$185,440.00

Section 85.021 of the Wisconsin Statutes requires TAP projects to commence within four years of the project award date. Please note that the date of this letter constitutes the project award date and as such begins the four-year commencement deadline. A representative from the Wisconsin Department of Transportation region office will follow up with you regarding project execution.

It is important that you not incur any project costs until receipt of notification from WisDOT that your project is authorized to receive federal funding.

In the interim, if you have any questions, please contact the WisDOT Statewide TAP Manager, Travis Houle, at 608-266-9656 or travis.houle@dot.wi.gov.

Thank you for participating in the WisDOT Transportation Alternatives Program. We look forward to collaborating with your community to make this project successful.

Sincerely,

June 22, 2023

Craig Thompson
 WisDOT Secretary

Date



STATE/MUNICIPAL AGREEMENT FOR A INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

Subprogram #: 290
 Program Name: TAP (STARS)

Date: 7/17/2023
 I.D.: 9855-00-00/70
 DUNS ID:
 FAIN ID:
 Project Title: **C Tomahawk, SRTS Sidewalk**
 Location/Limit: **Kings Road to Sunset BLVD Park**
 Project Length (if applicable): **N/A**
 Project Sponsor: **City of Tomahawk**
 County: **Lincoln**
 MPO Area (if applicable): **N/A**

The signatory, the **City of Tomahawk**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian Tribes, consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility – Currently there are no existing sidewalks on the north and west sides of Kings Road, to connect to the Tomahawk Schools Complex. The Tomahawk Schools Complex is made up of the Tomahawk Elementary, Middle, and High School all in one partitioned building. This gap in the existing sidewalk is about 0.5-miles long. At each end of the gap in the sidewalk, the sidewalk is present on only one side. The City has also completed a City of Tomahawk Bicycle and Pedestrian Plan in 2022 that shows a need for sidewalk in this location.

Proposed Improvement - The City of Tomahawk is proposing to create a 5-foot wide concrete sidewalk on the north and west sides of Kings Road, to connect to the Tomahawk Schools Complex to the other existing sidewalk. The project proposes to add about a 0.5-mile long length of sidewalk along on one side. The proposed sidewalk will connect over 95 houses to the Tomahawk Schools Complex.

The Project Sponsor agrees to the following TAP program funding conditions, updated as of June 2022:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$185,440 for all federally-funded project phases when the Project Sponsor agrees to provide 20% and any funds in excess of the \$185,440 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 6/16/2023

Commencement deadline: 6/16/2027

Sunset (Completion) Date: 6/30/2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS

PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 9855-00-00					
Design	\$0	\$0	0%	\$0	100%
State Design Review	\$15,000	\$0	0%	\$15,000	100%
Design Total	\$15,000	\$0		\$15,000	
ID 9855-00-70					
Participating Construction	\$162,800	\$130,240	80%	\$32,560	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Construction Engineering	\$55,000	\$44,000	80%	\$11,000	20% + BAL
State Construction Review	\$14,000	\$11,200	80%	\$2,800	20% + BAL
Construction Total	\$231,800	\$185,440		\$46,360	
Total Est. Cost Distribution	\$246,800	\$185,440	N/A	\$61,360	N/A

*This project has a TAP federal funding maximum of \$185,440. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Tomahawk (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink.)	
Name (print): Shannon P. Riley	Title: NCR Planning Chief
Signature:	Date:

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. State review services for the construction phase.
 - i. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Preliminary Engineering.
 - j. State review services for the design phase.
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have

them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.*
33. *Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.*
34. *Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.*
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. *Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.*

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2023-2026 TAP STARS project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$185,440 is cumulative for all federal funded project phases.

[End of Document]



Election Equipment Order Form

- A. It is mandated that your municipality provide these. Our current machines are obsolete.
- B. The new machine has dual purposes and ensures our ballot order counts allowing us to order less preprinted ballots creating cost savings.
- C. It is our cheapest alternative.
- D. There are 3 ways to purchase, and nothing will be billed in 2023.
 - 1. Purchase outright and apply for the \$750 WEC Grant
 - 2. Purchase with remaining municipal ARPA funds
 - 3. Lease the equipment from the county for approximately \$250/year/machine. This fee would be added to your annual election reimbursements to the county. The actual lease price will be the cost of the machine divided by 15 which is the life expectancy of the Express Vote.
- E. Lastly, the Express Vote will integrate with DS200 (current equipment) next technology, meaning all hardware and software upgrades as well as if it were ever replaced with a new tabulator.



Election Equipment Order Form

Submitted by Amanda L. Bartz

Municipality City of Tomahawk

Address PO Box 469

City/State/Zip Tomahawk, WI 54487

Item	Price per unit	Quantity	Total	Notes
Express Vote (includes battery, ADA Keypad, Headphones, Power Supply w/AC Cord One (1) 4GB Memory Device and Shipping and Handling	3950.00	1	3950.00	Price locked until December 31, 2024
USB/Thumb Drives	115.00	1	115.00	1 additional drive is needed for the DS200
Ballot Tray	0.00	1	0	Included
DS200 Software Upgrade	0.00	1	0	Included per our maintenance agreement
Acceptance Training & Installation ExpressVote (Manuals included)	110.00	1	110.00	Per municipality
Tabulation Equipment Installation	111.00	1	111.00	Per machine
ExpressVote Ballots 250 per pack (14" and 17" cards)	38.75	1	38.75	
OPTIONAL				
Ballot Box (Lower)	825.00			
Ballot Box (Upper)	550.00			Warranty does not cover wear and tear, battery replacement, and accidental/intentional damage.
Rolling Ballot Tote Bin	395.00			
Collapsible Ballot Bag	75.00			



Election Equipment Order Form

CREDITS					
Express Vote Maintenance (Silver HMA & Firmware)	(180.00)	1	0	Waived for the first year	
AutoMark Credit	(250.00)	1	-250.00	Per machine	
Equipment Grant	(750.00)		0	Requires municipality to purchase equipment and submit receipt with grant request. By opting for this you are signifying that your municipality will be purchasing outright.	
GRAND TOTAL:					\$4,074.75

Mayor: _____ (Print) City Clerk: _____ (Print)

Signature: _____ Date: _____ Signature: _____ Date: _____

NOTES:

ExpressVote Training: Covers one day of hardware training on the ExpressVote and also to go over the changes with the ElectionWare DS200. ES & S typically does a morning and afternoon class and include the municipal clerk +1, such as a deputy clerk, chief inspector, or election inspector. Larger municipalities could bring more attendees. Basically, all the people who will be responsible for operating the equipment to get trained. Training manuals are provided.

Maintenance Waiver for the First Year: ExpressVote Maintenance will be waived for the first year. DS200 Maintenance (\$244.13) will not be waived the first year.

USB/Thumb Drives: DS200 requires 4GB to support new software (current thumb drives are only 2GB)