

Tuesday October 3rd, 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 HEARING**

1. 2023-05, 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 23)
2. 2023-06, an ordinance to amend the City of Tomahawk Municipal Code Chapter 62 Offenses and Miscellaneous Provisions, Division 2 Curfew (pg 25)
3. 2023-07, 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 27)

E. 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.)

F. MINUTES

1. September 05, 2023 – Regular Meeting (pg 3)
2. September 20, 2023 – Special Meeting (pg 7)
3. September 26, 2023 – Special Meeting (pg 8)

G. APPROVAL OF CHECKS

General Fund account checks 11534 – 114659, 9 electronic payments in the amount of \$2,001,053.84, payroll checks 52913 – 52925 and direct deposit checks V12684–V12773 in the amount of \$106,150.99 and Solid Waste Fund check 1924 in the amount of \$154.14 (pg 9)

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. 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. (pg 21)

I. LICENSE AND PERMITS

1. Operator Licenses (pg 22)

J. ORDINANCES

1. 2023-05, 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 23)
2. 2023-06, an ordinance to amend the City of Tomahawk Municipal Code Chapter 62 Offenses and Miscellaneous Provisions, Division 2 Curfew (pg 25)
3. 2023-07, 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 27)
4. An ordinance repealing and replacing Chapter 62 Offenses and Miscellaneous Provision, Article IV. Weapons (pg 28)

K. OTHER BUSINESS

1. A proposed lease between the City of Tomahawk and Tomahawk Area Interfaith Volunteers for vacant land in the Tomahawk Senior Community Center Parking Lot (14’ X 24’) for Erection of a Carport (pg 30)

L. NEXT MEETING

1. November 7, 2023 at 5:30 p.m.

M. ADJOURN

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

Call to Order: Mayor Taskay called the Common Council to order at 5:31 p.m.

Roll Call: Council members present were Ed Nystrom, Jeff Kahle, Dale Ernst (virtual), Will Garske, Tadd Wegener, Mickey Loka, Patricia Haskin. Absent was Mike Loka and Steve "Ding" Bartz.

City officials present were Mayor Steven E. Taskay, Clerk/Treasurer Amanda L. Bartz, Police Chief Al Elvins, Library Director Heidi O'Hare, and Street Leadsperson Nick Rosenmeier.

Also in attendance was Tom Garrigan Commander of the American Legion Post 93, Diane Leverance, Michael Mackin, Vice-Commander American Legion Post 93 and Zach Garner.

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

Public Hearing: GARSKE MOVED to enter into the public hearing and WEGENER seconded. The VOTE was unanimous. The public hearing was called to order at 5:32 p.m.

1. 2023-05, 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

Michael Mackin, American Legion Post 93, stated that this ordinance would have the greatest effect on senior citizens and those going to the American Legion. Mackin questioned if the street width was measured. ROSENMEIER stated that the truck traffic is struggling to get through on Railway. ROSENMEIER does not think, with vehicles on each side of the street, vehicles can pass.

Mackin stated that the street should have 9' per travel lane. He asked if a survey of traffic, workers, or delivery trucks was completed. He stated that he spoke to the postmaster and they have not had any issues delivering mail. He stated that deliveries are rare on that street. Mackin stated that this proposed ordinance is a hinderance to their customers. GARSKE asked if parking during certain hours be appropriate.

Tom Garrigan, American Legion Post 93, stated that there is more business down at that end of the street and you are proposing to take parking spaces away. He stated that we want to be able to work in harmony with the City and is asking for reconsideration of the proposed ordinance.

NYSTROM stated that the curb and gutter was constructed in 2008 and that is when this problem was created.

Mackin reiterated his previous comments stating that no surveys were completed, the street was not measured, and the population base most effected is the senior citizens.

1 Garrigan suggested prohibiting parking Monday through Friday from 9:00 a.m. to 5:00p.m. to help with
2 daytime congestion.

3
4 Mayor TASKAY asked if they could be designated as disabled parking.

5
6 Mackin asked the Council to table this ordinance until more information is gathered so they know if
7 there is even a problem that exists. KAHLE stated that we do believe there is a problem.

8
9 Diane Leverance asked if there is a way a city employee and citizen could be stationed by the road to
10 take pictures of traffic and parked cars.

11
12 O’HARE stated that with the dance studio in by the American Legion, there is a lot more traffic in the
13 evening.

14
15 MAYOR TASKAY asked how many parking stalls were in their lot. Garrigan stated that maneuvering
16 through the parking lot and getting in and out is difficult. Mayor TASKAY asked if they could reengineer
17 the parking lot, Council reviewed the parking lot area.

18
19 Clerk BARTZ pulled up an arial view of the area and measured the street. On the aerial view the
20 roadway appeared to be 35’ wide, each parking stall is 9’ wide, it leaves 17’ for both travel lanes (8.5’
21 each).

22
23 Mackin appreciates being heard and his concern is with the seniors in Tomahawk. Garrigan also thanked
24 the Council for being heard.

25
26 2. 2023-03, a resolution designating parts of the City of Tomahawk as animal nuisance areas and
27 allowing bow and arrow hunting within those areas.

28
29 There were no public comments.

30
31 KAHLE MOVED to close the public hearing and GARSKE seconded. The VOTE was unanimous. The public
32 hearing was adjourned at 6:02 p.m.

33
34 **Public Comments:** There were no public comments.

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36 **Minutes:** GARSKE MOVED to approve the August 1, 2023 minutes and HASKIN seconded. The VOTE was
37 unanimous.

38
39 **Approval of Checks:** GARSKE MOVED to approve General Fund checks 114403 – 114533 and 10
40 electronic payments in the amount of \$359,347.81, payroll check 52903 – 52912 and direct deposit
41 checks V12594– V12683 in the amount of \$103,882.35 and Solid Waste Fund checks 1918 – 1923 in the
42 amount of \$31,798.07. WEGENER seconded. The VOTE was unanimous.

43
44 1. **Reports - Committee Reports**

45
46 **Planning and Zoning Commission** – The Planning and Zoning Commission has not met since the last
47 Council meeting.

48

1 Board of Public Works – ROSENMEIER reported that the Board of Public Works met on August 29th,
2 2023. He stated that the Board reviewed a request for disabled parking on Merrill av, reviewed opening
3 the State Highway 86 bridge across US Highway 51 for ATV traffic, approved moving forward with
4 McKinley St water main replacement, and reviewed the progress on 6th Street.

5
6 Health and Safety Committee – GARSKE reported that Health and Safety Committee met on August 29th,
7 2023.

8
9 Finance Committee – MICKEY LOKA stated that the Finance Committee met on August 29th, 2023 and
10 approved a counter offer to purchase 329 Bradley Farm Road.

11
12 Park and Recreation Committee – Clerk stated that the Park and Recs Committee met on August 3rd,
13 2023 and approved the use of RoverPass as an online reservation system. She stated that MSA was also
14 in attendance and the Committee finalized the design for the splashpad and are moving forward with a
15 request for a waiver to Buy American, Build American Act.

16
17 Commission on Aging – Clerk BARTZ stated that the Commission on Aging met on August 29th, 2023 and
18 are working on a Car Show at the Center on September 9th, 2023.

19
20 Library Board – O’HARE passed around a “calm strip” that they are now offering to help patrons from a
21 mental health grant the Library received. She stated that she has received lots of compliments and
22 comments on how nice the Tomahawk Public Library is.

23
24 O’HARE stated that the School year programs are starting. HASKIN encouraged the Council to spend
25 some time over at the Library.

26
27 **2.) Reports – Mayor’s Report:** Mayor TASKAY stated he had a meeting with Emergency Director.
28 Emergency Management meeting with Chief Elvins, Chief Winter and Clerk Bartz. He stated that he also
29 attended the Lincoln County Economic Development Corporation meeting for hiring a Director as the
30 current Director is retiring.

31
32 WEGENER asked about the sidewalk/path to the fishing dock at Veterans Memorial Park, KAHLE stated
33 that a gravel path is being looked at for construction yet this year.

34
35 **3.) Reports – Written Report from Tomahawk Main Street, Inc.** – Council reviewed the written
36 report from Tomahawk Main Street Director, Jennifer Turkiewicz.

37
38 **Licenses**

39 1. Operator Licenses: HASKIN MOVED to approve the operators as presented and GARSKE
40 seconded. The VOTE was unanimous.

41
42 2. Tomahawk Main Street Octoberfest, October 7, 2023 (Amendment to Original Application):
43 GARSKE MOVED to approve the request for the amendment and waive open intoxicants from 2:00 p.m.
44 to 8:00 p.m. and NYSTROM seconded. The VOTE was unanimous.

45
46 3. Wurl-Feind-ingman Post 2687 9/11 Remembrance Ceremony: GARSKE MOVED to approve the
47 request and WEGENER seconded. The VOTE was unanimous.

1 4. Tomahawk High School Homecoming Parade – September 29th, 2023: Clerk stated that she has
2 talked to new Athletic Director, he has assured us that a timely application will be submitted going
3 forward. GARSKE MOVED to approve the permit and HASKIN seconded. The VOTE was unanimous.
4

5 **Ordinances**

6 1. 2023-05, an ordinance to amend the City of Tomahawk Municipal Code by Amending Chapter 94
7 Traffic and Vehicles, Article III. Operation of Vehicles Generally, Section 94-115 No Parking Zones, Bus
8 Stops, and Taxi Stops
9

10 GARSKE MOVED to table the proposed ordinance until the next meeting when more information is
11 gathered. WEGENER seconded.
12

13 Mayor TASKAY stated that he would like to see the parking lot for the American Legion reengineered.
14

15 The VOTE was unanimous.
16

17 2. An ordinance to amend the City of Tomahawk Municipal Code Chapter 62 Offenses and
18 Miscellaneous Provisions, Division 2 Curfew
19

20 GARSKE MOVED to introduce the proposed ordinance and HASKIN seconded. The VOTE was unanimous.
21

22 3. An ordinance to amend the City of Tomahawk Code by Amending Chapter 94 Traffic and
23 Vehicles, Article VII. All-Terrain and Utility Terrain Vehicles, Section 94-229 All-Terrain Vehicle Routes
24

25 GARSKE MOVED to introduce the proposed ordinance and NYSTROM seconded. The VOTE was
26 unanimous.
27

28 **Resolutions:**

29 1. 2023-03, a resolution designating parts of the City of Tomahawk as animal nuisance areas and
30 allowing bow arrow hunting within those areas
31

32 HASKIN MOVED to adopt the resolution and GARSKE seconded. The VOTE was unanimous.
33

34 **Next meeting:** The next regular meeting of the Common Council is scheduled for October 3, 2023 at City
35 Hall, Council Chambers at 5:30 p.m.
36

37 **Adjourn:** GARSKE MOVED to adjourn the meeting of Common Council and WEGENER seconded. The
38 VOTE was unanimous. The meeting was adjourned at 6:22 p.m.
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40 Approved: _____

Steven E. Taskay, Mayor

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43 Attest: _____
44 Amanda L. Bartz, CMC, WCMC

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Common Council
City of Tomahawk, City Council Chambers
23 N 2nd St, Tomahawk, WI 54487
September 20, 2023 at 5:00 p.m.

Call to Order: Mayor Taskay called the Common Council to order at 5:00 p.m.

Roll Call: Council members present were Mickey Loka, Ed Nystrom, Jeff Kahle, Will Garkse, Dale Ernst, Mike Loka, Tadd Wegener, Patricia Haskin, and Steven “Ding” Bartz (virtual).

Also in attendance was Mayor Steven E. Taskay, Clerk/Treasurer Amanda L. Bartz, Street Leadsperson Nick Rosenmeier, and City Attorney James Kalny.

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

Public comments: There were no public comments.

Closed Session: GARSKE MOVED to enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, investing of public funds, or conduct other specified public business whenever competitive bargaining reasoning required to closed session to negotiate cell tower negotiation and to allow ROSENMEIER, Clerk BARTZ, and James Kalny to remain in closed session. HASKIN seconded. The roll call VOTE was unanimous. Closed session was called to order at 5:02 p.m.

MIKE LOKA MOVED to enter back into open session and KAHLE seconded. The roll call VOTE unanimous. Closed session was adjourned at 5:14 p.m.

MICKEY LOKA to approve the cell tower lease with removal of the guide wire language, HASKIN seconded. The VOTE was unanimous.

Next meeting: The next regular meeting of the Common Council is scheduled for October 3, 2023 at City Hall, Council Chambers at 5:30 p.m.

Adjourn: ERNST MOVED to adjourn the meeting of Common Council and GARSKE seconded. The VOTE was unanimous. The meeting was adjourned at 5:16 p.m.

Approved: _____
Steven E. Taskay, Mayor

Attest: _____
Amanda L. Bartz, CMC, Clerk/Treasurer

1 **Special Common Council**
2 **City of Tomahawk, City Council Chambers**
3 **23 N 2nd St, Tomahawk, WI 54487**
4 **September 26, 2023 at 5:30 p.m.**
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6 **Call to Order:** Mayor Taskay called the Common Council to order at 5:30 p.m.
7

8 **Roll Call:** Council members present were Mickey Loka, Ed Nystrom, Jeff Kahle, Will Garske, Dale Ernst,
9 Patricia Haskin, absent were Steven “Ding” Bartz, Mike Loka, Tadd Wegener.
10

11 Also in attendance was Mayor Steven E. Taskay, Deputy Clerk Miranda Swenty, Administrative Assistant
12 Lexie VanStrydonk, and Street Leadsperson Nick Rosenmeier.
13

14 Public attendance Jalen Maki (virtual), Roxanne Consolver, and Zach Garner.
15

16 **Pledge of Allegiance:** The Mayor led the Council in the Pledge of Allegiance.
17

18 **Public comments:** There were no public comments.
19

20 **Resolutions:** Urban Forestry Grant Resolution – EAB Tree Removal and Replanting
21

22 MICKEY LOKA MOVED to adopt the resolution and KAHLE seconded. The VOTE was unanimous.
23

24 **Next meeting:** The next meeting of the Common Council is scheduled for October 3rd, 2023 at City Hall,
25 Council Chambers at 5:30 p.m.
26

27 **Adjourn:** HASKIN MOVED to adjourn the meeting of Common Council and LOKA seconded. The VOTE
28 was unanimous. The meeting was adjourned at 5:31 p.m.
29

30 Approved: _____
31

Steven E. Taskay, Mayor
32

33 Attest: _____
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Amanda L. Bartz, CMC, WCMC
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ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFTPS	8/25/2023	EFTPS - Federal Taxes	16,246.51
114534	8/23/2023	City Of Tomahawk	40,000.00
114535	8/25/2023	Amazon Capital Services	962.82
114536	8/25/2023	Amazon Capital Services	669.87
114537	8/25/2023	Auto Owner's Life Insurance	62.62
114538	8/25/2023	BAKER & TAYLOR BOOKS	837.78
114539	8/25/2023	BOB'S POWER CENTER LLC	350.10
114540	8/25/2023	Bumper to Bumper	25.79
114541	8/25/2023	CALHOUN'S AUTO REPAIR	195.00
114542	8/25/2023	Catalis LLC	4,995.00
114543	8/25/2023	CENGAGE LEARNING Inc/Gale	131.20
114544	8/25/2023	CENTER POINT LARGE PRINT	44.94
114545	8/25/2023	Charter Communications	309.25
114546	8/25/2023	Crass, Georgeanne	50.00
114547	8/25/2023	DAIGLE BROTHERS INC	83.82
114548	8/25/2023	ETCO ELECTRIC SUPPLY INC.	927.50
114549	8/25/2023	FRONT LINE SERVICE LLC	1,226.00
114550	8/25/2023	Frontier	330.09
114551	8/25/2023	Kriete Truck Center	12.90
114552	8/25/2023	Kugle, John and Sandi	100.00
114553	8/25/2023	LINCOLN COUNTY HIGHWAY DEPT	20,453.85
114554	8/25/2023	LINCOLN COUNTY HIGHWAY DEPT	3,442.55
114555	8/25/2023	Litwitz, Joan	75.00
114556	8/25/2023	MACQUEEN EQUIPMENT	2,974.11
114557	8/25/2023	Menards	154.49
114558	8/25/2023	Napa Auto Parts	495.50
114559	8/25/2023	Napierala, John	50.00
114560	8/25/2023	NORTHEAST ASPHALT INC	1,260.57
114561	8/25/2023	O.K. PRINTING	74.60
114562	8/25/2023	Playaway Products	51.14
114563	8/25/2023	SIRCHIE FINGER PRINT LABORATORIES	128.46
114564	8/25/2023	TECHNOLOGY MANAGEMENT	1,400.00
114565	8/25/2023	Tomahawk Municipal Utilities	158.56

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114566	8/25/2023	Training Force USA	202.00
114567	8/25/2023	TRIG'S	238.31
114568	8/25/2023	Verizon Wireless	271.11
114569	8/25/2023	Weisinger, Kathy	50.00
114570	8/28/2023	City Of Tomahawk	82,000.00
114571	9/01/2023	Amundsen Davis, LLC	1,652.00
114572	9/01/2023	ANDERSON, DANIEL	1,000.00
114573	9/01/2023	ARAMARK	327.98
114574	9/01/2023	ARAMARK	118.32
114575	9/01/2023	ARAMARK	576.18
114576	9/01/2023	BAKER & TAYLOR BOOKS	231.28
114577	9/01/2023	Charter Communications	567.15
114578	9/01/2023	Charter Communications	189.94
114579	9/01/2023	COLBY COMMUNITY LIBRARY	6.00
114580	9/01/2023	COUNTY MATERIALS CORPORATION	1,490.00
114581	9/01/2023	Hilgendorf, David	2,199.16
114582	9/01/2023	Kriete Truck Center	7.98
114583	9/01/2023	Kugle, John and Sandi	440.00
114584	9/01/2023	M&M Service, Inc	1,093.25
114585	9/01/2023	MICROMARKETING LLC	183.97
114586	9/01/2023	Myers, Janet	50.00
114587	9/01/2023	Northern Net Exposure	29.90
114588	9/01/2023	OH JAY SERVICES	170.00
114589	9/01/2023	Time-Lapse Cleaning	1,040.00
114590	9/01/2023	WISCONSIN POLICY FORUM	350.00
114591	9/06/2023	City Of Tomahawk	36,000.00
114592	9/11/2023	Johnson Motor Sales, Inc	59,372.25
114593	9/08/2023	Amazon Capital Services	1,985.57
114594	9/08/2023	Amazon Capital Services	423.20
114595	9/08/2023	Amelse, Jessica	330.00
114596	9/08/2023	BAKER & TAYLOR BOOKS	586.00
114597	9/08/2023	Bumper to Bumper	1,232.52
114598	9/08/2023	BUSINESS INSURANCE GROUP	7,992.00

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114599	9/08/2023	EO JOHNSON COMPANY	121.00
114600	9/08/2023	FOUR SEASONS HOME OWNER SERVICES LC	197.00
114601	9/08/2023	HOMETOWN FEED MILL	49.00
114602	9/08/2023	LINCOLN COUNTY HEALTH DEPARTMENT	50.00
114603	9/08/2023	M&M Service, Inc	885.28
114604	9/08/2023	Mckinnon, David	50.00
114605	9/08/2023	MICROMARKETING LLC	93.48
114606	9/08/2023	Napa Auto Parts	10.98
114607	9/08/2023	Playaway Products	51.14
114608	9/08/2023	QUILL CORPORATION	145.12
114609	9/08/2023	QUINLAN'S EQUIPMENT	1,218.75
114610	9/08/2023	Rickey, Russell	50.00
114611	9/08/2023	SECURIAN FINANCIAL GROUP, INC	600.92
114612	9/08/2023	Sewalt, Shana	11.20
114613	9/08/2023	Tomahawk Builders Supply	36.76
114614	9/08/2023	TOMAHAWK CHAMBER OF COMMERCE	100.00
114615	9/08/2023	VIEGUT'S DO-IT EXPRESS	1,286.48
114616	9/08/2023	Wiercioch, Stefanie	100.00
114617	9/08/2023	WJJQ RADIO STATION-ALBERT BROADCASTING INC.	50.00
114618	9/11/2023	BOY SCOUTS, TROOP 548	1,574.11
114619	9/11/2023	TOMAHAWK IRON & METAL	320.00
114620	9/11/2023	LOCAL GOVERNMENT INVESTMENT POOL	1,500,000.00
114621	9/15/2023	AFLAC	2,662.14
114622	9/15/2023	Amazon Capital Services	427.04
114623	9/15/2023	ARAMARK	327.98
114624	9/15/2023	ARAMARK	118.32
114625	9/15/2023	ARAMARK	589.45
114626	9/15/2023	Asprius INC	33.00
114627	9/15/2023	AT&T MOBILITY	88.09
114628	9/15/2023	Auto Owner's Life Insurance	14.97
114629	9/15/2023	BAKER & TAYLOR BOOKS	532.58
114630	9/15/2023	BREAMAN MERRILL FORD	51.27
114631	9/15/2023	CENGAGE LEARNING Inc/Gale	102.71

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
114632	9/15/2023	Charter Communications	387.50
114633	9/15/2023	Chase's C-Stores	1,568.68
114634	9/15/2023	CITY OF MERRILL	450.00
114635	9/15/2023	CITY OF TOMAHAWK PETTY CASH	6.00
114636	9/15/2023	KWIK TRIP	1,834.80
114637	9/15/2023	Medford Cooperative	1,075.51
114638	9/15/2023	Michael Schnautz Assessments	5,500.00
114639	9/15/2023	Myers, Bruce & Joan	300.00
114640	9/15/2023	Napa Auto Parts	118.84
114641	9/15/2023	Nelmark, Gary	50.00
114642	9/15/2023	NORTHWOODS LUBE & TIRE	48.49
114643	9/15/2023	NORTHWOODS SUPERIOR CHEMICAL CORP	375.55
114644	9/15/2023	O'REILLY AUTOMOTIVE INC	9.32
114645	9/15/2023	OH JAY SERVICES	15.00
114646	9/15/2023	OTIS ELEVATOR COMPANY INC	100.00
114647	9/15/2023	PENWORTHY COMPANY	284.36
114648	9/15/2023	QUILL CORPORATION	26.78
114649	9/15/2023	Republic Services #645	70.59
114650	9/15/2023	Republic Services #645	1,051.61
114651	9/15/2023	RHYME BUSINESS PRODUCTS	269.39
114652	9/15/2023	SECURITY HEALTH PLAN	58,039.07
114653	9/15/2023	Simkovic, Robert	300.00
114654	9/15/2023	SIRCHIE FINGER PRINT LABORATORIES	621.38
114655	9/15/2023	TECHNOLOGY MANAGEMENT	19,052.08
114656	9/15/2023	Verizon Wireless	286.22
114657	9/15/2023	WISCONSIN LIBRARY ASSOCIATION	395.00
114658	9/18/2023	City Of Tomahawk	57.54
114659	9/20/2023	City Of Tomahawk	45,000.00
Empower	8/25/2023	Empower	1,955.79
Empower	9/15/2023	Empower	1,981.41
Statement	9/08/2023	Cardmember Service	2,231.23
Statement	9/08/2023	Cardmember Service	619.15
TAXw/HELD	8/25/2023	State Withholding	2,633.26

9/22/2023 10:51 AM

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ACCT

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
Retirement	8/29/2023	Wisconsin Dept of Employee Trust Funds	22,781.80
Tax w/held	9/15/2023	EFTPS - Federal Taxes	16,260.90
Tax w/held	9/15/2023	State Withholding	2,661.73
		Grand Total	2,001,053.84

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	413,480.78
Total Expenditure from Fund # 210 - LIBRARY FUND	14,759.33
Total Expenditure from Fund # 219 - ARPA FUND	9,053.22
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	1,563,714.60
Total Expenditure from Fund # 620 - SEWER FUND	45.91
Total Expenditure from all Funds	2,001,053.84

TCB - PAYROLL

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
52913	8/25/2023	BOREM, STEVEN	1,516.77
52914	8/25/2023	Calhoun, Mollie	360.82
52915	8/25/2023	ERNST, ROBERT	1,518.23
52916	8/25/2023	LINTEREUR, ZEPHYR Z	37.90
52917	8/25/2023	Schmidt, Galen	286.22
52918	8/25/2023	Towle, Mason	328.84
52919	8/25/2023	WEGENER, TADD	798.83
52920	9/08/2023	BOREM, STEVEN	1,491.81
52921	9/08/2023	Calhoun, Mollie	302.19
52922	9/08/2023	ERNST, ROBERT	1,518.23
52923	9/08/2023	LINTEREUR, ZEPHYR Z	37.90
52924	9/08/2023	Schmidt, Galen	286.22
52925	9/08/2023	Towle, Mason	323.51
V12684	8/25/2023	AMUNDSON, SHERRI	305.91
V12685	8/25/2023	BARTZ, AMANDA	1,595.53
V12686	8/25/2023	BECKER, BETTY	266.80
V12687	8/25/2023	BECKER, LORI	88.23
V12688	8/25/2023	BERGHOLZ, FREDRICK	1,493.19
V12689	8/25/2023	BUCKWALTER, STEVE	1,954.03
V12690	8/25/2023	Cerkas, Alena	205.02
V12691	8/25/2023	Derleth, Jack	639.00
V12692	8/25/2023	DOTTER, DEREK J	1,376.57
V12693	8/25/2023	ELVINS, ALFRED	2,069.13
V12694	8/25/2023	GORELL, MATTHEW	1,877.10
V12695	8/25/2023	HANNA, GLENN	2,269.20
V12696	8/25/2023	HEIER, MYRANDA	695.49
V12697	8/25/2023	JELINEK, WILLIAM J.	1,634.81
V12698	8/25/2023	KRICH, MICHAEL D	1,858.76
V12699	8/25/2023	KROSSCHELL, CHYANNYE	798.33
V12700	8/25/2023	LANE, RUSSELL	1,516.33
V12701	8/25/2023	LARSON, SHARON	640.03
V12702	8/25/2023	MILLER, ANNETTE M	1,002.74
V12703	8/25/2023	O'HARE, HEIDI	1,342.85

TCB - PAYROLL

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V12704	8/25/2023	PAGENKOPF, PEGGY	217.40
V12705	8/25/2023	PANFIL, PATRICIA	555.86
V12706	8/25/2023	PANKOW, CHARLES	1,451.42
V12707	8/25/2023	PICL, RYAN A	1,660.68
V12708	8/25/2023	PLEAU, RAEN	527.70
V12709	8/25/2023	PUESTOW, ALLISON	1,083.02
V12710	8/25/2023	Rosenmeier, Nicholas	1,597.21
V12711	8/25/2023	SCHERER, RONI KAY	0.00
V12712	8/25/2023	SEWALT, SHANA	834.17
V12713	8/25/2023	SHERMAN, ABBEY	1,577.60
V12714	8/25/2023	SHERMAN, ZACHARY R	1,436.24
V12715	8/25/2023	SHORE, DIANA	470.58
V12716	8/25/2023	SIMONIS, DERICK	1,478.05
V12717	8/25/2023	SUSA, BRETT	1,895.97
V12718	8/25/2023	Swenty, Miranda Jean	1,165.14
V12719	8/25/2023	SYMONDS, JENNY	235.56
V12720	8/25/2023	TASKAY, STEVEN E	213.11
V12721	8/25/2023	Thiemer, Richard	1,579.63
V12722	8/25/2023	VACHO, KEZLEIGH	1,174.60
V12723	8/25/2023	VACHO, KHIANNA	753.37
V12724	8/25/2023	VACHO, TRAVIS	1,445.52
V12725	8/25/2023	VanStrydonk, Lexie	830.97
V12726	8/25/2023	WATRUBA, ALYSIA	1,572.04
V12727	8/25/2023	WEBSTER, MASON	1,461.60
V12728	8/25/2023	ZELTON, MARY KAY	251.24
V12729	9/08/2023	AMUNDSON, SHERRI	429.18
V12730	9/08/2023	BARTZ, AMANDA	1,588.57
V12731	9/08/2023	BECKER, BETTY	232.21
V12732	9/08/2023	BECKER, LORI	85.64
V12733	9/08/2023	BERGHOLZ, FREDRICK	1,684.61
V12734	9/08/2023	BUCKWALTER, STEVE	1,899.58
V12735	9/08/2023	Cerkas, Alena	224.41
V12736	9/08/2023	Derleth, Jack	303.40

TCB - PAYROLL

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V12737	9/08/2023	DOTTER, DEREK J	1,783.26
V12738	9/08/2023	ELVINS, ALFRED	1,989.37
V12739	9/08/2023	GORELL, MATTHEW	1,837.34
V12740	9/08/2023	HANNA, GLENN	2,152.17
V12741	9/08/2023	HEIER, MYRANDA	548.85
V12742	9/08/2023	JELINEK, WILLIAM J.	1,475.70
V12743	9/08/2023	KRICH, MICHAEL D	1,765.10
V12744	9/08/2023	KROSSCHELL, CHYANNYE	516.99
V12745	9/08/2023	LANE, RUSSELL	1,503.53
V12746	9/08/2023	LARSON, SHARON	808.55
V12747	9/08/2023	MILLER, ANNETTE M	988.70
V12748	9/08/2023	O'HARE, HEIDI	1,332.07
V12749	9/08/2023	PAGENKOPF, PEGGY	256.92
V12750	9/08/2023	PANFIL, PATRICIA	555.86
V12751	9/08/2023	PANKOW, CHARLES	1,327.36
V12752	9/08/2023	PICL, RYAN A	1,611.09
V12753	9/08/2023	PLEAU, RAEN	756.45
V12754	9/08/2023	PUESTOW, ALLISON	1,083.02
V12755	9/08/2023	Rosenmeier, Nicholas	1,537.69
V12756	9/08/2023	SCHERER, RONI KAY	0.00
V12757	9/08/2023	SEWALT, SHANA	828.96
V12758	9/08/2023	SHERMAN, ABBEY	1,577.60
V12759	9/08/2023	SHERMAN, ZACHARY R	1,432.70
V12760	9/08/2023	SHORE, DIANA	148.98
V12761	9/08/2023	SIMONIS, DERICK	1,475.60
V12762	9/08/2023	SUSA, BRETT	1,836.05
V12763	9/08/2023	Swenty, Miranda Jean	1,196.86
V12764	9/08/2023	SYMONDS, JENNY	196.30
V12765	9/08/2023	TASKAY, STEVEN E	213.11
V12766	9/08/2023	Thiemer, Richard	1,643.61
V12767	9/08/2023	VACHO, KEZLEIGH	1,174.60
V12768	9/08/2023	VACHO, KHIANNA	753.37
V12769	9/08/2023	VACHO, TRAVIS	1,492.29

9/22/2023 11:00 AM

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ACCT

TCB - PAYROLL

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V12770	9/08/2023	VanStrydonk, Lexie	823.57
V12771	9/08/2023	WATRUBA, ALYSIA	1,514.96
V12772	9/08/2023	WEBSTER, MASON	1,449.80
V12773	9/08/2023	ZELTON, MARY KAY	209.81
		Grand Total	106,150.99

TCB - PAYROLL

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	59,342.29
Total Expenditure from Fund # 210 - LIBRARY FUND	18,638.96
Total Expenditure from Fund # 610 - WATER FUND	14,366.72
Total Expenditure from Fund # 620 - SEWER FUND	13,355.36
Total Expenditure from Fund # 630 - SOLID WASTE FUND	447.66
Total Expenditure from all Funds	106,150.99

9/22/2023 10:41 AM

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Page: 1
ACCT

ASSOCIATED - SOLID WASTE CHECKING

ALL Checks

Posted From: 8/21/2023 From Account:
Thru: 9/20/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
1924	9/14/2023	UNITED STATES POSTAL SERVICE Utility Billing	
630-00-53635-000-000		EDUCATION/SUPPLIES Postage for Billing	154.14
		Total	154.14
		Grand Total	154.14



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

Fall into fun on Main Street!

Current and Upcoming Events

- **Farmers Market: June 6 – October 10** – The Farmers' Market is almost over, but it has been a great year! We will have a recap luncheon with our vendors on Tuesday, October 17, and we look forward to continuing to make our market a Tuesday must-stop!
- **Oktoberfest: October 7** – Our first Oktoberfest! Join us at the west end of Main Street for brews, food, and music! Best dressed prizes for individual and groups (although dressing up is not required to have a ball!), and every ticket is an entry into a drawing! Join our Fest Master as they tap the golden keg at 2:00 p.m., then let the good times roll (out the barrel!) Kilroy's Klub inside American Legion will be hosting the After Party with live music, karaoke, food, and more fun!
- **Fall Fest: October 28** – Bring the family downtown for sweets, treats, and maybe even a few tricks. Fun activities like pumpkin decorating, cookie decorating, and balloon twisting will be from 10:00 a.m. – 2:00 p.m. Businesses will once again be handing out candy from 1:00 – 3:00 p.m.



Updates on Past Events

- **Fall Ride: September 14 – 17** – Fall Ride was here, then gone so fast! What a great weekend though, and we are grateful for all the attendees who came downtown to visit. A HUGE shout-out to our volunteers and sponsors who helped make this weekend a success.

Friendly Reminders

- **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!
- Our **Beautification Program** continues to grow! The mural on the side of Standard Mercantile has been restored, and Andy from Custom Murals has done an outstanding job bringing Mr. Bradley back to life! The welcome sculpture on Tomahawk Avenue is on the schedule to be stabilized and painted, fall mums have brightened the benches, and the 4-way intersection landscaping blooms are transitioning with the leaves! We are so grateful to everyone who has helped sponsor these projects; if you are able to offer support, please send your donation to our office and/or reach out if you are interested in helping volunteer for any of our fun events and projects; many hands make light work!

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"/>	823	Barreau	Patrick	8/31/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	826	Davison	Bobbi	8/31/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	825	Davison	Tracy	8/31/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	669	Dickrell	Aimee	9/14/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	830	Erdman	Hannah	9/14/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	52	Juedes	Melanie	8/31/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	829	Mayen	Marco	10/3/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	824	Mayle	Angela	8/31/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	831	Morris	Jadyn	9/14/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	776	Severson	Eric	10/3/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	827	Spencer	Jessica	10/3/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	828	Turchan	Rebecca	9/8/2023	6/30/2025	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	715	Warner	Alan	10/3/2023	6/30/2025	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	832	Webie	Amanda	10/3/2023	6/30/2025	\$40.00
										\$605.00

CITY OF TOMAHAWK

ORDINANCE 2023-05

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 2023-05**

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: August 1, 2023

Public Hearing: _____

**CITY OF TOMAHAWK
ORDINANCE 2023-06**

**AN ORDINANCE TO AMEND THE CITY OF TOMAHAWK MUNICIPAL CODE BY AMENDING CHAPTER 62
OFFENSES AND MISCELLANEOUS PROVISIONS DIVISION 2 CURFEW**

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

Division 2. Curfew

Section 62-151. Curfew Hours.

Curfew Hours, for the terms of this ordinance means: for minors who are 14 years of age and under the age of 18 years, the hours between 11:00 P.M. and 6:00 A.M., of what would be the following day. For minors under the age of 14 years the hours between 10:00 P.M. and 6:00 A.M. of the following day.

Section 62-152. Offenses.

- (1) It shall be unlawful for any minor as referred to in Section 62-151 to congregate, occupy or remain in or upon the public streets, highways, roads, alleys, parks, public buildings, places of amusement and entertainment, vacant lots, or any other public places in the city of Tomahawk, either on foot or in any
- (2) A parent or guardian of a minor commits an offense if he or she willingly permits or by insufficient control allows a minor to remain in the public place or upon the premises of an establishment as set out in this subsection within the city during the hours of curfew.

Section 62-153. Defenses.

- (1) It is a defense to the prosecution of any violation of this ordinance if the minor is included in any of the following:
 - (a) Accompanied by or supervised by the minor's parents, or guardian, ~~or some other adult person.~~
 - (b) On errand at the direction of the minor's parent or guardian.
 - (c) In a motor vehicle involved in interstate travel.
 - (d) Engaged in any employment activity or going to or returning home from an employment activity.
 - (e) Involving an emergency.
 - (f) On a sidewalk or area abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence.
 - (g) Attending a school, religious or other recreational activity supervised by adults, and sponsored by the city, a religious organization, civic organization, or such similar entity that has responsibility for the minor or going directly to or returning directly home from an official school, religious or other recreational activity sponsored by the city, a civic organization, religious entity, or other similar entity.

**CITY OF TOMAHAWK
ORDINANCE 2023-06**

Section 62-154. Enforcement.

Before taking any enforcement action under this section, the police officer shall ask the apparent offender’s age and the reason for being in a public place, and the officer shall not issue a citation under this section unless the officer reasonably believes that an offense has occurred and that based upon any response and/or other circumstances no defense is present.

Section 62-155. Penalties.

A person who violates any provision of this ordinance is guilty of one offense for each curfew period, as defined in Section 62-151, violated. Each offense upon conviction is punishable by a forfeiture not to exceed \$50 for the first offense, nor \$200 for any subsequent offense.

Sections 62-156 – 62-170. Reserved.

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: September 5, 2023

Public Hearing: October 3, 2023

**CITY OF TOMAHAWK
ORDINANCE 2023-07**

**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(e)
through (g)**

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.

- (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 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
- (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.
 - (2) State Highway 86 from the junction of Kaphaem Road east to termini (junction of County Road D)
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.

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: September 5, 2023

Public Hearing: October 3, 2023

**CITY OF TOMAHAWK
ORDINANCE 2023-**

AN ORDINANCE TO AMEND THE CITY OF TOMAHAWK MUNICIPAL CODE BY REPEALING AND REPLACING CHAPTER 62 OFFENSES AND MISCELLANEOUS PROVISIONS ARTICLE IV. WEAPONS

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

Article IV. Weapons

Section 62-211. Definition

The following words, terms, and phrases, when used in the section, shall have the meanings ascribed to them in the subsection, except where the context clearly indicates a different meaning:

- (1) *Firearm* means a weapon that acts by force of gunpowder.

Section 62-212. Discharging Firearms and other Weapons.

No person shall fire or discharge any firearm, rifle, handgun, crossbow or bow and arrow in the City limits.

- (1) *Exceptions.* This section shall not apply to the following:

- (a) A law enforcement officer while engaged in official duties.
- (b) The maintenance and use of city-approved supervised rifle or pistol ranges, shooting galleries or firearm, rifle air gun or handgun safety courses.
- (c) The firing or discharging of BB guns upon private premises by person over 16 years or person under such age under the direct personal supervision of a parent or guardian.
- (d) The discharge of a firearm or the other use of weapons as allowed under Wis. Stats. 939.45.
- (e) The discharge of a weapon by a person as authorized by a special resolution passed by the city common council for a specific area, purpose, and limited to a specific duration of time.

Section 62-213. Hunting Regulated.

Hunting is prohibited within the Corporate limits of the City of Tomahawk on lands owned or controlled by the City.

Section 62-214. Throwing or Shooting of Arrows, Stones and Other Missiles Prohibited.

No person shall throw or shoot any object, arrow, stone, snowball or other missile or projectile, by hand or by any other means at any person or at, in or into any building, street, sidewalk, alley, highway, park, playground or other public place within the city, provided the chief of police may issue permits for the use of bows and arrows for target practice if he or she is satisfied public safety is not threatened thereby.

Section 62-215. Exception; Wildlife Overpopulation.

- (1) The common council may designate certain areas of the city as being so overpopulated with certain form of wildlife, such as deer, that it may designate those areas as animal nuisance areas and allow the hunting and destruction of the nuisance animals within that area.
- (2) Prior to the action of subsection (1) of this section, the council shall order the following:
 - (a) Give notice and conduct a hearing and make findings upon that hearing as to whether or not there is sufficient evidence to warrant the designation of a nuisance animal area.
 - (b) Consult with, and if necessary, obtain any necessary permit or authorization from the state and federal government.
 - (c) If any area is designated as a nuisance animal area, the council shall adopt rules governing the destruction of the animals in that area to ensure that it is done safely and in accordance with any permits or regulations of the state or federal government. The council shall also set the limits of the area

**CITY OF TOMAHAWK
ORDINANCE 2023-**

together with the times that the destruction will be conducted to include the type of weapons and who will be doing the elimination.

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: October 3, 2023

Public Hearing: _____

LEASE

This Lease is entered into on _____, 2023, by the CITY OF TOMAHAWK, a Wisconsin municipal corporation ("Landlord") and TOMAHAWK AREA INTERFAITH VOLUNTEERS, INC., a Wisconsin non-stock corporation ("Tenant"). Each of the parties are also separately referred to as a "Party" and together as the "Parties."

RECITALS

- A. Landlord owns a certain parcel of real property described on the attached Exhibit "A" (the "Real Estate").
- B. Landlord uses the Real Estate as a parking lot.
- C. Tenant desires to lease a part of the Real Estate as described/depicted on the attached Exhibit "B" (the "Leased Premises") in conjunction with certain building space in the Landlord's Senior Center that Tenant also leases from Landlord.
- D. Tenant desires to erect a carport (the "Structure") upon the Leased Premises.
- E. The Parties desire to set forth the terms by which the Leased Premises will be leased to Tenant by Landlord.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord hereby leases to Tenant and Tenant leases from Landlord the Leased Premises and the right of access to and from the same, upon the following terms and conditions:

1. **Term.**

- (a) **Commencement Date.** The term of this Lease and the payment of rent hereunder shall commence on _____, 2023 (the "Commencement Date") and, unless sooner terminated pursuant to the terms of this Lease, shall continue until midnight on June 30, 2033 (the "Term").
- (b) **Lease Year.** A "Lease Year" is any one-year period during the term hereof commencing on any anniversary of the Commencement Date, if the Commencement Date is the first day of a month, or the first day of the first month after the Commencement Date, if the Commencement Date is other than the first day of a month.

2. **Base Rent.**

- (a) **Amount.** Tenant shall pay to Landlord the Rent on an annual basis in the amount of \$1.00 commencing on the Commencement Date and continuing on the first day of every Lease Year thereafter.

(b) **Independent Obligation.** The payment of Rent by Tenant is independent of any other obligation of Tenant and shall be without the right of setoff, abatement, counterclaim, or deduction unless otherwise agreed to by Landlord in writing in a specific case.

(c) **Additional Rent(s).** Any costs, charges and expenses Tenant is obligated to pay to Landlord under this Lease shall be deemed "Additional Rent(s)." In the event of nonpayment, Landlord shall have the same rights and remedies with respect to the Additional Rent(s) as Landlord has for nonpayment of Rent. Tenant shall pay Landlord the Rent, all Additional Rent(s) and adjustments of Rent and Additional Rent provided for in this Lease when due and without notice or demand, at the time and in the manner specified.

3. Use of the Leased Premises. The Leased Premises shall be used for the purpose of the storage of vehicles used for transporting individuals for health or other appointments, shopping, church, recreation, social events, or employment, and for purposes incidental thereto, that have been given the prior written approval of the Landlord (together, the "Use"). The Leased Premises shall not be used for other purposes. The Leased Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner that vitiates the insurance coverage or increases the real property insurance coverage premium with respect to such insurance on the Leased Premises. Under no circumstances shall Tenant's use of the Leased Premises interfere with Landlord's use of the remainder of the Real Estate for any purposes, including parking of vehicles.

4. Continued Occupancy. Tenant shall occupy the Leased Premises and conduct its business in the regular and usual manner throughout the term of this Lease. Tenant shall conduct its operations thereon in the regular and usual manner.

5. Utilities. Tenant shall pay all utility bills for telephone service, internet, electricity and light, if any, for the Leased Premises and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the Leased Premises or any other services, utilities or charges incurred by Tenant in connection therewith. Tenant may separately contract for private sanitation services with a contractor pre-approved by Landlord.

6. Repairs and Maintenance. Tenant shall repair, replace and maintain in good condition all items of a structural nature or otherwise on the Leased Premises including, but not limited to the Structure as a whole, walls, all exterior components, gutters, downspouts, electrical wiring, plumbing, heating, ventilating and air conditioning facilities, if any, serving the Leased Premises, paved surfaces, walkways, curbing, fencing, signage other than Tenant's signage, and all other repairs to correct any known defects on the Leased Premises following the Commencement Date.

Tenant shall repair, replace and maintain in good condition the Leased Premises, including light bulb replacement, trash removal, systems installed by Tenant, snow removal of all sidewalks and walkways adjacent to the Leased Premises, interior cleaning, including window cleaning, and, in general whatever is necessary to keep the Leased Premises in a good and sanitary condition, free from unusual dirt, and from waste and pests at its sole cost and expense. Tenant shall not permit waste, damage, or injury to the Leased Premises. Tenant shall maintain the Leased

Premises according to all laws, directions, rules, and regulations of any and all governmental agencies having jurisdiction over the Leased Premises, all at Tenant's cost and expense. Tenant shall likewise be responsible for all repairs, replacement, and maintenance in and on the Leased Premises due to Tenant's negligent acts and omission.

7. Tenant Alterations or Improvements. Tenant may, at its sole expense, install the Structure, and any removable fixtures, equipment, or other improvements on the Leased Premises reasonably deemed by Tenant to be necessary or useful and consistent with the Use. Tenant shall prior to any construction provide Landlord plans for the Structure and any other improvements which all shall be subject to the prior approval by the Landlord (which Landlord may withhold in its sole discretion) and the prior acquisition of any applicable state or municipal permits. Tenant shall promptly repair damage or disruption of the Lease Premises or any surrounding real estate caused by such construction return the Leased Premises to the condition that existed prior to its installation except for the Structure and Improvements. The Structure and all fixtures and improvements shall be considered Tenant's property. All such property shall be removed by Tenant at its expense upon expiration of this Lease unless the parties agree otherwise at that time.

Provided there does not then exist an Event of Default or any facts or circumstances that, with the passage of time or the giving of notice would constitute an Event of Default, Tenant may from time to time and at its own expense alter, renovate, or improve the Leased Premises provided the same are performed in a good and workmanlike manner, in accordance with acceptable building practices and applicable laws including, but not limited to building codes and zoning ordinances and any restrictive covenants, do not weaken or impair the strength or lessen the value of the Structure, and have received the prior written approval of the Landlord, which Landlord may withhold in its sole discretion.

In reviewing the work to be performed by Tenant, Landlord may require reasonable bonding and other appropriate insurance of Tenant, all permits or licenses for the work, and other contractor requirements. Tenant shall identify all contractors and material suppliers that are anticipated to provide labor or materials to the work of improvement and Landlord may reject any such contractors or material suppliers in Landlord's sole discretion.

8. Liens. Tenant shall keep the Leased Premises free of any mechanic's or materialmen's lien or encumbrances due to Tenant's alterations, additions, changes, or improvements. If any mechanic's or other liens or order for the payment of money is filed against the Leased Premises or against Landlord as owner thereof, then, within ten (10) days after notice to Tenant of the filing thereof, Tenant shall cause the same to be cancelled and discharged of record by bond, by payment of 125% of the amount of the lien into the Lincoln County Clerk of Court, or by court order by election of the Tenant, but in a manner to the reasonable satisfaction of Landlord and shall also defend Landlord at Tenant's sole cost and expense, in any actions, suit or proceeding that may be brought thereon or for the enforcement of the same and pay any damages and satisfy and discharge any judgment entered thereon and save harmless the Landlord from any liability, claim or damage resulting therefrom.

9. **Taxes.** Tenant shall be responsible for and shall pay all of Taxes levied or assessed against the Leased Premises, the term "Taxes" including real estate taxes, assessments and all other governmental levies and charges general and special, extraordinary as well as ordinary, including reasonable expenses directly incurred by the Landlord in contesting the validity of, in seeking reduction in, or in seeking to prevent an increase in any such tax or assessment but shall exclude income taxes personal in nature to the Landlord.

Tenant shall pay any personal property tax assessed directly against Tenant's personal property, furniture, fixtures, equipment, and all other property used by Tenant in the operation of its business within the Leased Premises.

10. **Construction Damage.** Tenant assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of any additions, alterations, fixtures, repairs, replacement, or maintenance of the Structure performed by or on behalf of Tenant and shall indemnify Landlord against all claims arising therefrom, including reasonable attorneys' fees and other costs of defense.

11. **Insurance.**

(a) **Tenant Coverage Required.** Tenant shall keep and maintain in effect during the term hereof the following insurance coverage:

(i) Commercial General Liability coverage with limits not less than:

\$1,000,000 per occurrence
\$2,000,000 general aggregate;

(ii) Workers Compensation for all employees of the Tenant at the Leased Premises as required by law in the State of Wisconsin;

(iii) Personal Property insurance insuring against loss or damage to Tenant's inventory, equipment, trade fixtures, and/or other personal property owned by Tenant in the Leased Premises by fire and all other casualties usually covered by an "All Risk" policy.;

(iv) Commercial Automobile insurance, covering liability arising out of the use of any automobile, including owned, hired and non-owned automobiles), with a combined single limit of not less than \$1,000,000; and

(v) If Landlord elects, during the period of any construction upon the Leased Premises, including construction of the Structure, Builder's Risk insurance in an amount sufficient to replace all of the components required to construct the Structure.

(b) **Landlord Coverage Required.** Landlord may elect to purchase and keep and maintain in effect during the term hereof Real Property coverage insurance against loss or damage to the Leased Premises by fire and all other causes usually covered by an "All Risk" policy, equal to the replacement value of the Leased Premises.

(c) Notices and Certificate of Insurance. Tenant shall promptly deliver to Landlord certificates of all insurance carried under this Section 11 and shall promptly provide a new certificate to Landlord within ten (10) days of a material modification or cancellation of any existing coverage. Tenant may provide any of the insurance required by this Lease in the form of a blanket policy covering other properties owned or operated by Tenant or an affiliated company. Each policy delivered hereunder, to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be canceled or surrendered without at least ten (10) days' prior written notice to Landlord. All policies of insurance shall be provided by companies identified as A Plus or better in the A.M. Best list of insurance companies licensed to do business in the State of Wisconsin.

(d) Additional Provisions. The Landlord will be included as an "additional insured" on all policies required to be purchased by the parties hereunder.

(e) Waiver of Subrogation. Each Party, for itself and its insurance carriers, hereby releases the other Party and its insurers and waives any and all rights of action the releasing Party may have against the other for loss of or damage to property to the extent the same is covered by any insurance carried on, in or about the Leased Premises or any part thereof, but under no circumstances shall either Party benefit from any such release or waiver to the extent the Party has failed to maintain insurance covering such loss or damage as required under this Lease. The carrier of any insurance of Landlord or Tenant pertaining to the Leased Premises or the conduct of business thereon shall waive all right of recovery by way of subrogation against the other party hereto, or Landlord and Tenant shall each cause all of their fire and extended coverage, liability and other insurance policies and carriers pertaining to the Leased Premises or conduct of business thereon to waive any and all rights of recovery by way of subrogation against or through the other party hereto.

(f) Non-Liability of Landlord. Landlord shall not be responsible or liable to Tenant for any injury or damage to any person or property, fixtures, Structures, or other improvements at any time in or about the Leased Premises resulting from the Use of Leased Premises, including ingress and egress therefrom or any part thereof, or any equipment thereon becoming out of repair; flooding of any areas; damages caused by sprinkling devices, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, or noise from the bursting or leaking of pipes or plumbing fixtures, or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. All property in or about the Leased Premises belonging to Tenant, its agents, employees, or invitees shall be there at the risk of Tenant or those other persons only, and Landlord shall not be liable for damage thereto or theft, misappropriation, or loss thereof.

12. Damage and Destruction. If no more than 50% of the Structure is destroyed by fire or other casualty (a "Casualty Event"), and such casualty is covered by the usual form of fire and extended coverage insurance, Tenant shall rebuild, repair or restore the Structure and return the Leased Premises to substantially the same condition as they were in before the Casualty Event, and the Lease shall remain in effect during such period. In the event of a Casualty Event

that causes more than 50 percent of the Structure to be destroyed by a Casualty Event, Tenant may elect to rebuild, repair or restore the Structure and the Leased Premises to substantially the same condition as they were in before the Casualty Event, or to terminate this Lease, in either case, upon notice to Landlord given no later than 30 days after the occurrence of the Casualty Event. Notwithstanding the foregoing, irrespective of the extent of damage caused by the Casualty Event, if the Casualty Event occurs during the final six months of the Term, either Landlord or Tenant may cancel this Lease as of the date of the Casualty Event.

13. Condemnation. If an amount of the Leased Premises sufficient to deprive Tenant of the material benefits of this Lease are appropriated or taken under the power of eminent domain by any public or quasi-public authority, then, by written notice of such election given within thirty (30) days after the appropriation or taking, Tenant may terminate this Lease. In the event of such termination, Landlord and Tenant shall thereupon be released from any further liability under this Lease and the taxes, utilities and other expenses that accrue after the Casualty Event. Tenant shall promptly pay all sums payable by Tenant that have accrued as of the date of termination. If this Lease is not terminated as provided for above but shall continue as to that portion of the Leased Premises not appropriated or taken and there shall be no adjustment of the Rent.

In the event of any such taking, the entire award or compensation for diminution in value to the Leased Premises (including the Real Estate) shall be paid to and belong to Landlord; provided, however, that the portion of any such award made for the loss of business of Tenant, and its moving expenses shall be paid to and belong to Tenant so long as such awards do not reduce the award of the Landlord. Each party shall cooperate with the other in any condemnation hearing, proceeding, or settlement negotiations.

14. Indemnity By Tenant. Tenant shall defend, indemnify and save Landlord harmless from and against any and all claims for damages to persons or property arising from the use or occupancy of the Leased Premises by Tenant hereunder, any activity, work or thing done, permitted or suffered by Tenant in or about the Leased Premises, any willful and negligent acts or omissions of Tenant, its agents, servants, contractors, invitees or employees, and all expenses reasonably incurred by Landlord as a result thereof, including reasonable attorney's fees and court costs. In case any action or proceeding is brought against Landlord by reason of any claim indemnified hereunder, Tenant, upon notice from Landlord, shall defend same at Tenant's sole expense, using counsel reasonably satisfactory to Landlord.

15. Governmental Orders. At its own expense, Tenant shall promptly comply with all requirements of any legally constituted public authority made necessary by reason of the specific nature of Tenant's use of the Leased Premises.

16. Assignment or Sublease. Tenant shall not assign this Lease or any interest hereunder, or sublet the Leased Premises.

17. Default; Remedies.

(a) Each of the following shall be an "Event of Default."

(i) A failure by Tenant to pay the Rent or make any other payment required to be made by Tenant hereunder within five (5) days after the same is due and payable.

(ii) A failure by Tenant to maintain the insurance required by Section 11.

(iii) Except as set forth in subsections (iv), (v) and (vi) below, in which case there shall either be no cure period or the applicable cure period is stated in subsections (iv), (v) or (vi) below, failure by Tenant to observe and perform, or reasonably commence to observe and diligently perform any other obligation under the Lease to be observed or performed by Tenant within ten (10) days for monetary concerns (other than Rent) and thirty (30) days for non-monetary concerns after written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's obligation is non-monetary and is such that more than thirty (30) days are required for its performance, then Tenant shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion; provided further that such extended period shall not exceed beyond an additional thirty (30) day period.

(iv) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or the filing of a petition for reorganization or arrangement under law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in the Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. In such event, neither Tenant nor any other person claiming by, through, or under Tenant or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the Leased Premises and shall forthwith quit and surrender the Leased Premises;

(vi) The abandonment of the Leased Premises; or

(vi) Cessation of Tenant's operations upon the Leased Premises for more than three consecutive months, except as allowed in this Lease.

(b) Upon an Event of Default, at its option, Landlord may without notice re-enter and re-possess the Leased Premises using such force for that purpose as may be necessary without being liable to indictment, prosecution or damages therefor and Tenant shall

nevertheless remain and continue to be liable to Landlord in a sum equal to all Rent and other payments and charges reserved herein for the remainder of the Term. If Landlord so re-enters, Landlord may repair and alter the Leased Premises in such manner as Landlord may deem necessary, advisable and/or re-let the Leased Premises or any parts thereof for the whole or any part of the remainder of the term hereof or for a longer term, and out of any rent collected or received as a result of such letting or re-letting, Landlord shall (i) first, pay to itself the costs and expenses of repossession of, repairing and/or altering the Leased Premises and the costs and expenses of removing all persons or property therefrom; (ii) and second, pay to itself any balance remaining on account of the liability of Tenant to Landlord for the sum equal to all Rent and Additional Rent unpaid by Tenant for the remainder of the term or any renewal thereof. No re-entry by Landlord shall absolve or discharge Tenant from liability hereunder. Should any payment be insufficient to pay Landlord a sum equal to all such Rent and Additional Rent owed, the deficiency shall be paid by Tenant no later than thirty (30) days after Landlord's demand.

No receipt of money by Landlord from Tenant or any other person after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue or extend the Term of this Lease or affect any notice previously given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of rent and other sums or sums of money and other charges reserved herein and agreed to be paid by Tenant then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Leased Premises. Landlord may demand, receive and collect any monies due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, except as herein otherwise specifically provided, all such money collected being deemed payments on account of the use and occupation of the Leased Premises, or at the election of Landlord, on account of Tenant's liability hereunder.

To the extent allowed under applicable law, Tenant waives any duty of Landlord to mitigate its damages in Landlord's exercise of any of the remedies afforded Landlord under this Lease or in law or equity. by re-letting the Leased Premises.

Pursuit by the Landlord of any of the foregoing remedies shall not preclude the pursuit by Landlord of any other remedies provided herein or any other remedies provided by law or in equity, except to the extent that an item of damage constitutes double recovery, in which event Landlord shall elect its remedy or damage after reducing such item to a judgment.

(c) Repayment to Landlord. In case Landlord pays or is compelled to pay any such sums of money or do any act requiring the expenditure or payment of any such sums by reason of the failure of Tenant to perform any one or more of the covenants contained herein and the continuation of Tenant's failure beyond any application cure period after first receiving written notice, Tenant shall repay the same to Landlord no later than thirty (30) days after demand, and in default thereof the sum or sums so paid by the Landlord, together with all interest at the rate of Twelve Percent (12.0%) per annum, costs and damages, may be added as additional Rent and shall be due and payable no later than thirty (30) days after demand, but payment by Landlord of any such sums of money or the doing of any such acts shall not be deemed to waive or release

the default in the payment or doing thereof by Tenant, or the right of Landlord to recover possession, at Landlord's election, of the Leased Premises by reason of Tenant's default with respect to any such payment or act.

(d) Tenant Waiver. To the extent not prohibited by law, Tenant hereby waives and releases all rights now or hereafter conferred by statute or otherwise that would have the effect of limiting or modifying any of the provisions of this Section 17. Tenant shall execute, acknowledge and deliver any instruments Landlord may request, whether before or after the occurrence of an Event of Default, evidencing such waiver or release. Except as otherwise expressly provided herein or as prohibited by applicable law, Tenant, for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all right of redemption provided by any law or statute now in force or hereafter enacted or otherwise, or to restore the operation of this Lease in case Tenant is dispossessed by a judgment or by warrant of any court or judge or in case of reentry or repossession by Landlord or in case of any expiration or termination of this Lease. The terms "enter," "re-enter," "entry" or "reentry," as used in this Lease, are not restricted to their technical legal meaning. No failure by either party to insist upon the strict performance by the other party of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy in relation to a breach thereof, and no payment or acceptance of full or Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or completed by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(e) Receipt of Payment after Termination. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right to possession, or after the giving of any notice of the termination of this Lease or Tenant's right to possession, shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent or Additional Rent payable by Tenant hereunder or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Leased Premises or any part thereof by proper remedy; after the service of notice to terminate this Lease or Tenant's right to possession or the commencement of any suit or summary proceedings, or after a final order or judgment for the possession of the Leased Premises, or any part thereof or interest therein, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such money collected being deemed payment(s) on account of the Tenant's liability hereunder.

18. Exterior Signs. Tenant may erect and maintain a sign on the Leased Premises indicating the association of Tenant with the Leased Premises, the design, size and location of which shall be reasonably acceptable to Landlord and in conformity with all applicable municipal

regulations. Upon termination of this Lease, for any reason, Tenant shall remove the sign and restore the Leased Premises to the condition that existed prior to its installation.

19. Holdover Tenant.

(a) Holdover Without Landlord's Approval. If Tenant remains in possession of the Leased Premises after expiration of the Term or any Renewal Term thereof, without Landlord's acquiescence and without any written agreement of Landlord to the contrary, Tenant shall be obligated to pay for each day it wrongfully holds over an amount of \$100.00 per day, payable daily, and no acceptance of any such increased rent shall constitute a renewal of this Lease. There shall be no renewal of this Lease by operation of law or at Landlord's acquiescence.

(b) Holdover with Landlord's Approval. If Tenant holds over with Landlord's approval, the Rent shall remain the same, but Tenant shall be deemed to be a month-to-month tenant, whose tenancy may be terminated upon thirty (30) day notice given at any time during a month. All other terms of this Lease shall continue in full force during the month-to-month tenancy.

20. Attorneys' Fees. Landlord shall be entitled to collect from Tenant in any such legal proceeding to enforce this Lease (including costs of defense of counterclaims asserted by Tenant) all reasonable attorneys' fees and court costs incurred by Landlord in relation to the claims asserted in such legal proceeding, whether the same are incurred before, during or after such legal proceeding, including after entry of judgment or award.

21. Force Majeure. The time for performance by each party hereto of its non-monetary covenants, agreements and obligations shall be extended for such time as such party is delayed by reason of acts of God, fire, storm, casualty, condemnation, civil unrest, war, strike, labor unrest, shortage or unavailability of materials, or other causes beyond the control of such Party.

22. Certain Definitions. As used in this Lease, "Landlord" shall include Landlord, Landlord's legal representatives, assigns and successors in title to the Leased Premises, and "Tenant" shall include Tenant, Tenant's legal representatives.

23. Environmental Matters.

(a) General Prohibition. During the Term of this Lease, neither Tenant nor any of Tenant's agents, employees, contractors, invitees, assignees, or sublessees shall cause to be brought upon, kept or used in, on or about the Leased Premises or transported to or from the Leased Premises any Hazardous Substance, without the prior, written consent of the Landlord. The term "Hazardous Substance" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Wisconsin, or the United States government (cumulatively, "Environmental Laws"), and includes, without limitation: substances defined as a "Hazardous Substance" under Chapter 144 of the Wisconsin Statutes and the Administrative Rules promulgated thereunder; as a "Hazardous Waste" under

Chapter 144 of the Wisconsin Statutes and the Administrative Rules promulgated thereunder; as "Flammable" or "Combustible Liquids" under Wisconsin Administrative Code Chapter ILHR10; as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 USC Section 9601 et. seq. as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC Section 9601 et. seq.; as "Hazardous Substances" as defined under the Clean Water Act, 33 USC Section 1251 et. seq.; petroleum; asbestos or asbestos containing material; designated polychlorobiphenyls, solvents such as trichloroethylene and trichloromethane or pesticides. Landlord's consent to the use or presence of any Hazardous Substance upon the Leased Premises is conditioned upon Tenant demonstrating to Landlord's satisfaction that the Hazardous Substance: (i) is necessary or useful to Tenant's use of the Leased Premises; (ii) would be used, kept, stored and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements or policies of any governmental agency or authority or any fire insurance underwriting applicable to any such hazardous substance (collectively "Hazardous Substance Laws"); and (iii) would not substantially increase the risk of fire or other casualty to the Leased Premises. Immediately upon the discovery of the presence of Hazardous Substances or a violation of Environmental Laws Tenant shall notify Landlord of such existence and if such Environmental condition is caused by Tenant, its officers, agents, invitees or employees, shall furnish a letter of credit reasonably acceptable to Landlord to secure performance of remediation of such condition and such other assurance that Landlord may request to verify readily available funds to pay the costs and expenses of the remediation provided Tenant (1) provides Landlord with a proposed scope of the work together with a timetable and cost estimate for Landlord's review and approval, (2) after obtaining Landlord's approval, causes the remediation to be diligently and properly performed; (3) submits to Landlord in a timely manner for Landlord's review and comment the documentation and information pertaining to any and all environmental agency notices and copies of tests and reports required thereunder, and (4) complies with applicable release reporting requirements and provides Landlord with any information necessary for Landlord to comply with Environmental Laws and pursue the matter to the point of obtaining a so called "no further action letter" or other acknowledgement from every federal, state or local governmental agency with jurisdiction over the condition that the Leased Premises have been fully remediated without reliance on institutional controls including but not limited to deed restrictions or engineered barriers. Tenant and Tenant's agents, employees, contractors, and invitees, who bring or handle any Hazardous Substances upon the Leased Premises shall ensure the Hazardous Substance fully complies with Hazardous Substance Laws.

(b) Indemnification of Landlord. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees, consultant fees and expert fees) arising during or after the Term of this Lease as a result of any breach by Tenant any of its obligations contained in this Section, or any act or omission of Tenant or any of its agents, employees, contractors, invitees, including the general public users of the Leased Premises, who causes any Hazardous Substance to be discharged or released from, on or in the Leased Premises. This indemnification includes, without limitation, costs incurred in connection with the investigation of site conditions or any cleanup, repair, removal or

detrification work required by any federal, state or local governmental agency or political subdivision. Without limiting the foregoing, if the presence of any Hazardous Substance in or upon the Leased Premises caused by Tenant or any of Tenant's agents, employees, contractors or invitees, including the general public users of the Leased Premises, results in any discharge or release of a Hazardous Substance from, in or on the Leased Premises, Tenant shall promptly take all actions, at its sole expense, as necessary or appropriate to return the Leased Premises to the condition existing before that discharge or release; provided, however, Tenant shall first obtain Landlord's prior approval, including, without limitation, approval of any contractors Tenant proposes to hire to perform the remedial work, which approval Landlord shall not unreasonably withhold, so long as Tenant demonstrates to Landlord's satisfaction that those actions would not have any significant adverse long-term or short-term effect on the Leased Premises. This indemnification shall be construed in its broadest extent and shall include indemnification for any gaps in insurance or limitations or exclusions thereunder. The obligations of Tenant shall survive termination of this Lease.

(c) **No Waiver.** No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition in this Section or to exercise any right or remedy available upon a breach thereof, and no acceptance of full or partial Rent or other payment during the continuance of any such breach, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by Tenant and no breach thereof shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24. Rights of Inspection. In addition to Landlord's other rights of entry, access and inspection contained in this Lease, Landlord and its agents and representatives shall have a right of entry and access to the Leased Premises at any time in Landlord's discretion for the purposes of (i) inspecting the documentation relating to Environmental Laws, Hazardous Substances or environmental matters maintained by Tenant or any other person whose presence is allowed under this Lease or who has come upon the Leased Premises; (ii) ascertaining the nature of the activities being conducted on the Leased Premises and investigating whether Tenant is in compliance with its obligations under this Lease; and (iii) determining the type, kind, and quantity of all products, materials, and substances brought onto the Leased Premises, or made or produced thereon. Landlord and its agents and representatives may take samples in quantities sufficient for analysis of all products, materials, and substances present on the Leased Premises including, but not limited to, samples, products, materials or substances brought onto or made or produced on the Leased Premises by Tenant or other occupants of the Leased Premises or their respective agents, employees, contractors or invitees and shall also have the right to conduct other tests and studies as may reasonably be determined by Landlord to be appropriate in order to investigate whether Tenant is in compliance with its obligations hereunder.

25. Surrender. On the last day of the Term hereof, or upon any re-entry by Landlord upon the Leased Premises pursuant to the provisions of this Lease, Tenant will surrender and deliver into the possession and use of Landlord, without fraud or delay, the Leased Premises and

also all those parts of the Leased Premises, maintenance of which is Tenant's responsibility (except for normal wear and tear, fire, casualty, condemnation, and repairs to be completed by Landlord), clean and free and clear of liens and encumbrances. Furniture, trade fixtures and other personal property owned by Tenant and not leased herein (not constituting part of the Leased Premises) shall be removed by Tenant at or prior to the termination of this Lease. Any structural damage or other damage that necessitates fundamental changes in or repairs caused by such removal shall be repaired by Tenant to Landlord's satisfaction. Any personal property of Tenant that remains upon the Leased Premises, may be deemed by Landlord to have been abandoned by Tenant and either may be retained by Landlord as the property of Landlord or be disposed of, without accountability, in such manner as Landlord sees fit. Any expenses incurred by Landlord in disposing of same shall be charged to and paid by Tenant.

26. Miscellaneous.

(a) Entire Agreement. This Lease contains the entire agreement of the Parties and no representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. No modification of this Lease shall be effective unless reduced to writing and signed by Landlord and Tenant.

(b) Severability. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws, rules or regulations of any governmental body, or becomes unenforceable for any reason, the remaining parts of this Lease shall not be affected by the same.

(c) Counterpart Originals. This Lease may be executed in any number of counterparts and each counterpart shall be deemed to be an original document, but all of which shall be considered one and the same instrument.

(d) Rights Cumulative. All rights, powers and privileges conferred hereunder upon the Parties shall be cumulative with, and not restrictive to, those given by law.

(e) No Waiver. No failure by either Party hereto to exercise any power given to it hereunder, or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of such Party's right to demand exact compliance with the terms hereof.

(f) Captions. The headings or titles to the Sections of this Lease are not part of this Lease, but are inserted for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease. Both Parties were equally influential in preparing and negotiating this Lease, therefore, no presumption should arise that this Lease should be construed more strongly against any one Party.

(g) Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto.

(h) Governing Law. This Lease shall be governed by the Laws of the State of Wisconsin.

(i) Waiver of Jury Trial. LANDLORD AND TENANT EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE LEASED PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

(j) Limitation of Damages. UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE TO TENANT FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

(k) No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the full amount required to be paid by Tenant in respect of Tenant's obligations under this Lease for Rent or Additional Rent shall be deemed to be other than on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of any such amount be deemed an accord and satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided in this Lease.

27. Notices. All notices, elections, demands, requests and other communications hereunder shall be in writing, signed by the Party making the same and shall be effective upon receipt by the Party to whom such notice is sent if hand-delivered or sent by certified United States Mail, return receipt requested, postage prepaid, or by overnight delivery service and addressed as follows:

To Landlord: City of Tomahawk
P.O. Box 469
Tomahawk, WI 54487
Attention: Clerk/Treasurer

To Tenant: Tomahawk Area Interfaith Volunteers
113A S Tomahawk Av
Tomahawk, WI 54487
Attention:

The foregoing addresses shall be presumed to be valid until notice of a different address is given according to the terms of this Section 27.

28. Authority. Each person signing this Agreement represents and warrants that they have been duly authorized to execute and deliver the same and to bind the Party they purport to represent to its terms.

IN WITNESS WHEREOF, the parties herein have executed this Commercial Lease as of the day and year first above written.

**LANDLORD:
CITY OF TOMAHAWK**

By: _____
Steven E. Taskay, Mayor

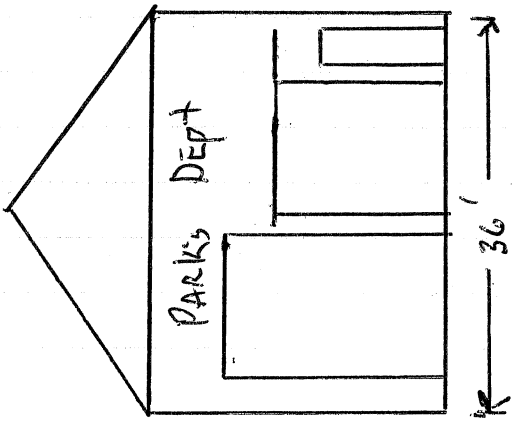
Amanda L. Bartz, Clerk/Treasurer

**TENANT:
TOMAHAWK AREA INTERFAITH VOLUNTEERS**

By: _____
, President

EXHIBIT A
DESCRIPTION OF REAL ESTATE

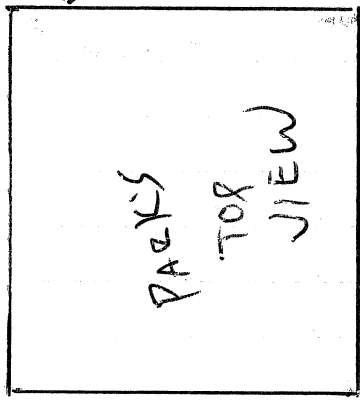
EXHIBIT B
DESCRIPTION/DEPICTION OF LEASED PREMISES



SIDEWALK

Parking Lot

100'



PARKING LOT



100'

36'

40'

BLACK TOP PARKING

S.S.