



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, April 11, 2023, 7:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Pages

1. **CALL TO ORDER**
2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF PREVIOUS MINUTES, March 28, 2023** 5
(Voice Vote): March 28, 2023
4. **APPROVAL OF AGENDA**
(Voice Vote)
5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**
6. **PRESENTATIONS**
None Scheduled.
7. **PUBLIC HEARINGS**
The Mayor announces that this is the published date and time to hear public comment concerning the following:
 - Request to rezone the northerly 3.59 acres of Lot 3 of Sauk County Certified Survey Map No. 5479, recorded in the Sauk County Register of Deeds Office in Volume 31, Page 5479 as Document No. 920065, from B-3, Highway-Oriented Business to I-4, Planned Industrial/Business, located on the east side of the 400 Block of Commerce Avenue, in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, in the City of Baraboo, Sauk County, Wisconsin by Northcore Industries, Inc.
 - Request to rezone the property located at 821 Broadway, being the easterly 60 feet of the northerly 70 feet of Lot 1, Block 9, City of Baraboo, formerly Adams, Sauk County, Wisconsin, located on the southwest corner of Broadway and 7th Avenue, from B-1, Central Business to R-1A, Single-Family Residential by Dennis Midthun.
8. **PUBLIC INVITED TO SPEAK**
(Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)
9. **MAYOR'S BUSINESS**
 - The Mayor will read a proclamation declaring April 28, 2023 as Arbor Day in Baraboo.
 - The Mayor would like to congratulate Dori Helms, Administrative Assistant for the Police Department on her 5th anniversary.

- The Mayor would also like to congratulate Jessica Bergin, Library Director for the Carnegie-Schadde Memorial Public Library on her 5th anniversary. Congratulations Dori and Jessica!
- The Mayor would like to congratulate Phil Wedekind on 22 years of service on the Common Council. Thank you Phil for your hard work on behalf of the City and its residents.

10. **CONSENT AGENDA**

(Roll Call)

- | | | |
|------|--|----|
| 10.1 | Accounts Payable | 15 |
| | Approve the Accounts Payable to be paid in the amount of \$ | |
| 10.2 | Temporary Liquor License | 16 |
| | Consider approving the Temporary Liquor License (AKA Picnic License) for Downtown Baraboo, Inc, 2023 Wine Walk, 05/05/2023 | |

11. **ORDINANCES ON 2nd READING**

None.

12. **NEW BUSINESS- RESOLUTIONS**

- | | | |
|------|---|----|
| 12.1 | 2023 Stewardship Grant for completion of the Oak Street Overlook/ADA path.
Consider approval of the Parks, Recreation and Forestry Department to apply and accept a 2023 Stewardship Grant for the completion of the Oak Street Overlook/ADA path construction project. (Hardy) | 17 |
| 12.2 | 2023 Stewardship Grant for completion of the Riverwalk extension.
Consider approval of the Parks, Recreation, and Forestry Department to apply and accept a 2023 Stewardship Grant for the completion of the Riverwalk extension and park amenities in the proposed Riverfront Park development. (Hardy) | 18 |
| 12.3 | National Recreation "10-Minute Walk Program"
Consider approving the city's application to participate in the National Recreation and Park Association/Urban Land Institute "10-Minute Walk Program" (Hardy) | 19 |
| 12.4 | Purchase of two John Deere Riding Lawn Tractors
Consider Parks and Recreation Department purchase of two (2) John Deere riding lawn tractors from Mid-State Equipment for \$23,800 from the Parks Equipment Fund. (Hardy) | 22 |
| 12.5 | Backup Water Service Agreement
Consider the city entering into the Backup Water Service Agreement with the Village of West Baraboo. (Peterson) | 23 |
| 12.6 | Sewerage Service Agreement
Consider the city entering into an Agreement for Sewerage Services with the Village of West Baraboo. (Peterson) | 32 |
| 12.7 | Bid for rehabilitation of sanitary sewer mains.
Consider approving a bid from Visu-Sewer in the amount of \$401,437.50 for rehabilitation of sanitary sewer mains.(Peterson) | 49 |

12.8	STH 136 Median Mowing Consider approval of STH 136 Median Mowing Proposal and award of contract. (Pinion)	55
12.9	Noxious Weeds & Rank Growth Proposal Consider approval of Noxious Weeds & Rank Growth Proposal and award of contract. (Pinion)	56
12.10	Capital Funds Creation & Allocation of Dollars Consider authorizing the creation of Capital Funds and the allocation of dollars. (Ostrander)	58
12.11	State/Municipal Financial Agreement, STH 33 Consider approving the final State/Municipal Agreement for a State-Let Highway Project on STH 33. (Pinion)	60
13.	NEW BUSINESS ORDINANCES	
13.1	Rezone Southwest Corner of Commerce Ave & Hatcher Road, 3.59 acres Consider amending §17.18(4)(a) and the Zoning District Map rezoning the northerly 3.59 acres Lot 3, of Sauk County Certified Survey Map No. 5479, located on the southwest corner of Commerce Avenue and Hatchery Road in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, in the City of Baraboo, Sauk County, Wisconsin.	67
13.2	Rezone 821 Broadway Consider amending §17.18(4)(a) and the Zoning District Map rezoning the property located at 821 Broadway, being the easterly 60 feet of the northerly 70 feet of Lot 1, Block 9, City of Baraboo, formerly Adams, Sauk County, Wisconsin.	68
14.	COMMITTEE OF THE WHOLE	
14.1	Adm. Bradley will provide an update on the Fire/EMS Project(s).	
15.	ADMINISTRATOR AND COUNCIL COMMENTS <i>(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)</i>	
16.	REPORTS, PETITIONS, AND CORRESPONDENCE The City acknowledges receipt and distribution of the following: <u>Reports:</u> Building Inspection for March 2023 <u>Copies of meeting minutes included in this packet:</u> Finance...3-14-2023 Plan Commission...2-21-2023 <u>Copies of meeting minutes in City Clerk's files:</u> BID...9-20-2022, 3-20-2023 Library...1-10-2023, 2-7-2023 Fire & EMS...1-17-2023, 2-16-2023, 2-21-2023 Public Arts...2-23-2023 CDA...3-7-2023	69

17. CLOSED SESSION

Moved by _____, seconded by _____, to go into Closed Session. The Mayor will announce that the Council will consider moving into Closed Session pursuant to §19.85(1)(d), Wis. Stat., for purpose of considering specific applications of probation, extended supervision or parole, or considering strategy for crime detection or prevention.

- Update on Fire/EMS Project(s)

18. OPEN SESSION

Moved by _____, seconded by _____, to return to Open Session. The Mayor will announce that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

19. ADJOURNMENT (Voice Vote)

(Voice Vote)

PLEASE TAKE NOTICE- Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

CITY OF BARABOO COMMON COUNCIL MINUTES**March 28, 2023, 7:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Wedekind, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow
Members Absent: Kolb
Others Present: Chief Sinden, Clerk Zeman, Adm. Bradley, J. Ostrander, T. Pinion, T. Gilman

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 7:00pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF PREVIOUS MINUTES

Moved by: Ellington

Seconded by: Thurow

Motion: CARRIED

4. APPROVAL OF AGENDA

Approve the amended agenda, removing item 12.5, Authorizing Waiver of Notice of Public Hearing.

Moved by: Wedekind

Seconded by: Hazard

Motion: CARRIED

5. COMPLIANCE WITH OPEN MEETING LAW NOTED**6. PRESENTATIONS**

None Scheduled.

7. PUBLIC HEARINGS

The Mayor announced that this is the published date and time to hear public comment concerning the following:

- Request to rezone the northerly 3.59 acres of Lot 3 of Sauk County Certified Survey Map No. 5479, recorded in the Sauk County Register of Deeds Office in Volume 31, Page 5479 as Document No. 920065, from B-3, Highway-Oriented Business to I-4, Planned Industrial/Business, located on the east side of the 400 Block of Commerce Avenue, in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, in the City of Baraboo, Sauk County, Wisconsin by Northcore Industries, Inc.

No one spoke and the Mayor closed the Public Hearing.

8. PUBLIC INVITED TO SPEAK

Lena Nissley, 531 11th Street, spoke in favor of the "Low-Mow May" resolution that is coming before Council tonight. She is a board member of Powered Up Baraboo and the leader of the Green Spaces Team. She wishes to promote as a way to support pollinators and educate the community as to why this is important. This year's resolution is slightly different than previous years because recent studies show that mowing less often vs not at all may be better for bees and pollinators, lowering emissions and wear and tear on equipment. They hope that changing the language to "Low-Mow May" will help people to understand that it is not an all or nothing thing; it's not a failure if you choose to mow your lawn. Hopefully this will lead to conversations as to why not mowing is important and other small changes that can be made, which will lead to a collective change helping our environment.

9. MAYOR'S BUSINESS

- The spring edition of the City Newsletter is now available on-line at www.cityofbaraboo.com. Hard copies are also available at City Hall, Civic Center, and the Carnegie-Schadde Memorial Public Library.
- The spring election is Tuesday, April 4. All City residents vote at the Baraboo Civic Center, 124 Second Street. Polls are open from 7:00 a.m. to 8:00 p.m.
- In-person absentee voting is available at City Hall through Friday, March 31. The deadline to request an absentee ballot by mail is Thursday, March 30 at 5:00 p.m.

10. CONSENT AGENDA

Moved by: Petty

Seconded by: Sloan

Motion: CARRIED**10.1 Accounts Payable****Resolution No. 2023 - 033**

Approve the Accounts Payable to be paid in the amount of \$1,108,979.26.

11. ORDINANCES ON 2nd READING**11.1 Repeal and Replace Baraboo-Wisconsin Dells Airport**

Moved by: Sloan

Seconded by: Hazard

Approve the 2nd reading of **Ordinance No. 2608** repealing and replacing §1.32 and Chapter 26 relating to the Baraboo-Wisconsin Dells Airport.**Motion: CARRIED (8 to 0)****12. NEW BUSINESS- RESOLUTIONS****12.1 Toolcat Purchase****Resolution No: 2023- 034**

Moved by: Sloan

Seconded by: Petty

THAT the down payment of \$5,000.00 towards the 2024 purchase of a Bobcat "Toolcat" from Mid-State Inc. is hereby approved.

Account Number	Department	Budget	Debit/(Credit)	Amended Budget	Balance YTD
423-31-53240-814-000	PW Capital Equipment Purchase	200,000	5,000.00	205,0000	0
423-31-49300-000	PW Fund Balance Applied	52,000	5,000.00	57,0000	0

Motion: CARRIED (8 to 0)**12.2 Purchasing Policy****Resolution No: 2023-035**

Moved by: Petty

Seconded by: Kent

To adopt the revised Purchasing Policy for the City of Baraboo.

Motion: CARRIED (8 to 0)**12.3 \$4,600,000 Note Anticipation Note****Resolution No: 2023-036**

Moved by: Ellington

Seconded by: Wedekind

RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,600,000 GENERAL OBLIGATION
 PROMISSORY NOTES AND THE ISSUANCE AND SALE OF A \$4,600,000 NOTE
 ANTICIPATION NOTE IN ANTICIPATION THEREOF

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Baraboo, Sauk County, Wisconsin (the "City") to provide interim financing for public purposes, including water, sanitary sewer, storm sewer, storm water management facilities, road, trail, curb, gutter and sidewalk projects in Tax Incremental District No. 11 ("TID No. 11") and water, sewer and street improvement projects in Tax Incremental District No. 12 ("TID No. 12") (collectively, the "Project");

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of a note anticipation note pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Note to Community First Bank (the "Purchaser"), pursuant to the terms and conditions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that: Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Note.

Section 2. Authorization and Sale of the Note. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of up to FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000) from the Purchaser. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Note in the principal amount of FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000) for a purchase price equal to the principal amount drawn under the Note.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note"; shall be issued in the principal amount of \$4,600,000; shall be dated its date of issuance; shall be in the denomination of \$1,000 or more; shall be initially numbered R-1; and shall bear interest at the rate of 4.50% per annum (but only on such amounts as shall have been drawn under the Note from the dates such amounts are drawn) and shall mature on April 11, 2028. Principal of the Note may be drawn by the City, at any time, as needed up to the full principal amount of the Note, or so much thereof as the City may require. Interest shall be payable semi-annually on April 11 and October 11 of each year, commencing on October 11, 2023.

Section 4. Redemption Provisions. The Note shall be subject to redemption prior to maturity, at the option of the City, on any date. Said Note shall be redeemable, as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

Section 6. Security. The Note shall in no event be a general obligation of the City and does not constitute an indebtedness of the City nor a charge against its general credit or taxing

power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Note until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City, including tax increment from the City's TID No. 11 and TID No. 12; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Note - 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any proceeds of the Note representing capitalized interest on the Note or other funds appropriated by the City for payment of interest on the Note, as needed to pay the interest on the Note when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Note); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until the Note is fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Note as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Note;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to

be used for no purpose other than the payment of principal of and interest on the Note until paid. After the payment of principal of and interest on the Note in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$4,600,000 authorized for the issuance of the Securities to provide for the payment of the Note shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and interest on the Note. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Note, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Note to the Purchaser which will permit the conclusion that the Note is not an "arbitrage bond," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Note and the ownership, management and use of the projects will not cause the Note to be a "private activity bond" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax- exempt status of the interest on the Note including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Note shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Note provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Note and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the the first draw on the Note, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at

least one of the signatures appearing on the Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 13. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 1st day of the calendar month next preceding each interest payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note on any interest payment date shall be made to the registered owners of the Note as they appear on the registration book of the City at the close of business on the Record Date.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Note and after issuance of the Note no change or alteration of any kind in the provisions of this Resolution may be made, until the Note has been paid in full as to both principal and interest. The owner of the Note shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the City.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 28, 2023.

Motion: CARRIED (8 to 0)

12.4 "Low-Mow May"**Resolution No: 2023-037**

Moved by: Ellington

Seconded by: Petty

WHEREAS, pollinator species such as bees, flies, moths, butterflies, beetles, and select birds provide essential pollination services for food plants that humans depend on for survival; and

WHEREAS, pollinator populations are in decline regionally and world-wide; and

WHEREAS, early spring flowers, including those found in many lawns, can provide an important food source for bees and other pollinators as they emerge from hibernation; and

WHEREAS, dozens of Wisconsin cities, including Appleton, La Crosse, Wausau, Stevens Point, Fort Atkinson, Verona, and Sun Prairie currently participate in the "No-Mow May" science initiative to encourage property owners to limit or reduce their lawn mowing practices during the month of May;

WHEREAS, research by Lawrence University has shown that such practices can result in a three-fold increase in bee species richness and a five-fold increase in bee abundance; and

WHEREAS, the Baraboo Parks and Recreation Department has started replacing mowed turfgrass with native pollinator (no mow) areas in many of its parks, which has allowed the city to increase parklands without adding staff as well as cutting capital equipment, maintenance, and gas costs;

NOW, BE IT THEREFORE RESOLVED, that the City of Baraboo recognizes "Low-Mow May" to actively promote and educate the community about the critical period of pollinator emergence, generation of pollinator-supporting habitat, and early spring foraging opportunities; and

BE IT FURTHER RESOLVED, that the City of Baraboo shall encourage the cultivation of food sources for bees and other pollinators by suspending enforcement of height restrictions for vegetative growth contained in Chapter 10 of the Municipal Code during the month of May, 2023; and

BE IT FURTHER RESOLVED, the growth of certain species defined as Noxious Weeds in 10.03(8) shall continue to be prohibited.

Motion: CARRIED (8 to 0)

12.5 Resolution Authorizing Waiver of Notice of Public Hearing

This item was removed from the agenda.

13. NEW BUSINESS ORDINANCES

None.

14. ADMINISTRATOR AND COUNCIL COMMENTS

No Comments.

15. REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

Reports: February, 2023 - Treasurer

Copies of meeting minutes include in this packet:

Finance/Personnel Committee Meeting Minutes

**February 28, 2023, 5:30 p.m.
City Hall, Committee Room #205**

Members Present:

Kent, Petty, Sloan

Members Absent:

Others Present: Mayor Nelson, Clerk Zeman, T. Pinion, M. Cotter, B. Persche, S. Meise (Meise out at 6:00pm)

1. **Call Meeting to Order**
 - 1.a **Roll Call of Membership**
 - 1.b **Note Compliance with Open Meeting Law**
 - 1.c **Approve Minutes of February 14, 2023.**
Moved by: Kent
Seconded by: Petty
CARRIED (3 to 0)
 - 1.d **Approve Agenda**
Moved by: Petty
Seconded by: Kent
CARRIED (3 to 0)
2. **Action Items**
 - 2.a **Accounts Payable**
Moved by: Petty
Seconded by: Kent
Recommend to Common Council on paying \$264,993.01.
CARRIED (3 to 0)
 - 2.b **Claim for Excessive Assessment**
Adm. Bradley advised that Wal-Mart has filed a Claim for Excessive Assessment for their 2022 assessment. It is staff's recommendation that we uphold the assessed value and deny the claim.
Moved by: Petty
Seconded by: Kent
Recommend to Common Council to deny the Claim for Excessive Assessment received from Wal-Mart Real Estate Business Trust.
CARRIED (3 to 0)
 - 2.c **Carbon Reduction Shared Revenue Fund**
Adm. Bradley explained that Powered Up Baraboo would do some fundraising on their part and would give the City the seed money to get this fund started. The money would be used for LED lights at the Civic Center. Once this is done, we will start to recognize a cost savings. Powered Up Baraboo has requested that, for a minimum of 5-years, the realized savings will go back into this fund for future energy saving, carbon reducing purposes. The contribution of realized savings will be added annually to the fund. Other groups, or Powered Up Baraboo, can bring projects requests to the City; there is flexibility with this fund to be used for numerous projects. Any new proposed projects will be approved by Finance and ultimately Council.
Moved by: Kent
Seconded by: Petty
Recommend to Common Council to approve Powered Up Baraboo's request to implement energy efficiency/renewable energy projects.
CARRIED (3 to 0)
 - 2.d **Create Fund 262**
Moved by: Petty
Seconded by: Kent
Recommend to Common Council to create Fund 262, the "Carbon Reduction Special Revenue Fund".
CARRIED (3 to 0)
 - 2.e **Line of Credit**
Adm. Bradley noted that this draw will include the last section of streets and will finish out Phase 1 of Greenfield Reserve.
Moved by: Petty
Seconded by: Kent
Recommend to Common Council to draw \$742,218.67 from the line of credit with the Baraboo State Bank on Wednesday, March 1st, 2023.
CARRIED (3 to 0)
 - 2.f **Public Works Contracts**
T. Pinion noted that these bids are received every year for annual public works projects. Public Safety reviewed the bids and it was their recommendation to accept the low bid for each proposal.
Moved by: Kent
Seconded by: Petty
Recommend to Common Council accepting all low bids for the 2023 Public Works Contracts and rejecting all other bids.
CARRIED (3 to 0)
 - 2.g **Accept Bid for Greenfield Reserve**
T. Pinion explained that in terms of design, this is Phase 2 and in terms of construction, this is Phase 3. Phase 2 of construction was the north half of the subdivision that has been completed with the exception of the \$5,000 of restoration that we are withholding. This is the balance of the Greenfield Reserve. Public Safety reviewed the bids and recommends approval of the Base Bid plus Alt B1, VRAM (Void Reducing Asphalt Membrane) which is applied on the joints in an attempt to extend the longevity. With the increase in prices, including attorney fees,

we are about 35-40% over budget; a cost to the project that is recoverable per the development agreement. We are currently seeking bids from the local banks for another note anticipation note for a 5-year period for the Spirit Lake project; We will increase the amount of the note and use this funding for both projects.

Moved by: Petty

Seconded by: Kent

Recommend to Common Council to accept the low bid of A-1 Excavating Inc. in the amount of \$1,933,138 for the Greenfield Reserve-Phase 3 Street and Utility Improvements project.

CARRIED (3 to 0)

3. Discussion Items

3.a Discussion of Design RFP for Spirit Lake Project.

Adm. Bradley noted that we already have authorization to enter into the agreement, this is fulfilling our portion of the development agreement. Bids were sent out to four different firms, only MSA responded. The City will move ahead with the design phase.

3.b Service Animals

The committee discussed the training of service animals by Elected Officials. Mayor Nelson confirms that he is a certified trainer and acknowledges that he is ultimately responsible for not allowing the dog to disrupt city staff. The committee recommends with a vote of 2-1 to proceed with allowing Elected Officials to train service animals. Adm. Bradley will reach out to Atty. Zach regarding a policy for Elected Officials, with a resolution to follow.

3.c Purchasing Policy

No discussion took place. This will be placed on the next agenda.

4. Adjournment

Moved by: Kent

Seconded by: Petty

That the meeting adjourn at 6:32pm.

CARRIED (3 to 0)

**CITY OF BARABOO ADMINISTRATIVE MEETING
Meeting Minutes**

**February 7, 2023, 8:00 a.m.
City Hall, Committee Room #205
101 South Blvd.
Baraboo, WI 53913**

Members Present: Hazard
Kierzek
Thurrow

1. CALL TO ORDER

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES FROM JANUARY 10, 2023 MEETING

Moved by: Kierzek

Seconded by: Hazard

CARRIED

1.d APPROVE AGENDA

Moved by: Kierzek

Seconded by: Hazard

CARRIED

2. ACTION ITEM(S)

2.a "Class A" Combination Liquor License

Recommendation to the Common Council for a "Class A" Combination Liquor License for SSS WISCONSIN BRW, LLC (d/b/a SQRL Service Stations, Store #707), 516 Ash St.

Rob Sinden stated no issues.

Moved by: Kierzek
Seconded by: Hazard

CARRIED

2.b Temporary Liquor License

Recommendation to the Common Council on approving the Temporary Liquor License (aka Picnic License) for the Downtown Baraboo Brew Ha Ha, 03-10-2023.

Rob Sinden no issues

Moved by: Hazard
Seconded by: Kierzek

CARRIED

3. **DISCUSSION**

3.a Strategic Plan

Updates from all departments are been supplied to Casey. Over the next couple weeks the plan will be updated with these suggestions and then planning from committees will follow. Casey summarized the main items that will be addressed and indicated that the committee will be identify what is meaningful.

4. **INFORMATIONAL ITEM(S)**

Date and time of next meeting.

Tuesday, March 7, 2023 8:00am

5. **ADJOURNMENT (Voice Vote)**

Moved by: Hazard
Seconded by: Kierzek

CARRIED

Copies of meeting minutes in City Clerk's files:

CDA...1-26-2023, 2-7-2023, 2-28-2023

Bicycle Committee...1-25-2023, 2-1-2023

Park & Recreation...2-6-2023, 2-13-2023

UW Campus...2-16-2023

BID...2-15-2023

Public Arts...1-26-2023

Library...1-17-2023, 1-24-2023

Plan...1-17-2023

PFC...2-20-2023

16. **ADJOURNMENT (Voice Vote)**

Moved by: Wedekind

Seconded by: Kent

That the meeting adjourn at 7:21pm.

Motion:CARRIED

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background:

Fiscal Note: (Check one) ☐ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

All Liquor Licenses expire annually on June 30th with the exception of the Picnic License. A Picnic License, also known as a Temporary Beer and/or Wine License, is typically issued for a one or two day event.

The Picnic License listed below was reviewed by the Police Department and the City Clerk. It was reviewed by the Administrative Committee at their April 4, 2023 meeting.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk be authorized to issue the following Picnic Licenses:

- Downtown Baraboo, Inc., 2023 Wine Walk, 05-05-2023

Offered by: Administrative Comm. **Approved by Mayor:** _____

Motion:

Second:

Certified by Clerk: _____

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of authorizing the Parks and Recreation Director to apply for and accept a 2023 Stewardship Grant for the completion of the Oak Street Overlook/ADA Path project administered by the Wisconsin Department of Natural Resources. This grant application will be up to \$250,000 and is able to be matched by existing (non-levy) funds previously received through the federal HUD EDI grant as well as local TIF and/or Park Impact Fees if needed.

Applications for 2023 Stewardship grants are due May 1, 2023 and will be awarded in 2024, with projects being completed in 2024 and 2025. Receipt of the grant will allow for completion of the planned connection between downtown Baraboo and the Riverwalk system at Kiwanis Park.

The Parks Commission recommended approval of this request at their March 13, 2023 regular meeting.

Fiscal Note: ☐ **Not Required** ☐ **Budgeted Expenditure** ☒ **Not Budgeted**

Comments: Funds exist in TIF 10, Park Impact Fees as well as a \$500,000 EDI grant received from federal HUD programs to supplement and required match for the amount received.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Parks and Recreation Director be authorized to submit and accept a 2023 Stewardship grant to the Wisconsin Department of Natural Resources for the completion of the Oak Street Overlook/ADA Path construction project.

Offered by: Parks and Recreation Commission

Motion:

Second:

Attest:

Approved: _____

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of authorizing the Parks and Recreation Director to apply for and accept a 2023 Stewardship Grant for the completion of the Riverwalk extension and park amenities in the future Riverfront Park development. Riverfront Park is a planned park area located along the Baraboo River adjacent to the municipal building between Vine Street and Walnut Street.

Applications for 2023 Stewardship grants are due May 1, 2023 and will be awarded in 2024, with projects being completed in 2024 and 2025. Receipt of the grant will allow for the next phase in development of the park area, extending the Riverwalk along the south side of the river as well as completing future park amenities (play and picnic facilities).

The Parks Commission recommended approval of this request at their April 10, 2023 regular meeting.

Fiscal Note: ☐ **Not Required** ☐ **Budgeted Expenditure** ☒ **Not Budgeted**

Comments: Funds exist in TIF 10 and Park Impact Fees to supplement and required match for the amount received. Additional funding will be sought through donations to continue development of the future park.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Parks and Recreation Director be authorized to submit and accept a 2023 Stewardship grant to the Wisconsin Department of Natural Resources for the completion of the Riverwalk extension and park amenities in the future riverfront Park development.

Offered by: Parks and Recreation Commission

Motion:

Second:

Attest:

Approved: _____

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of the Parks and Recreation Department submitting an application to participate in the National Recreation and Park Association/Urban Land Institute's "10-Minute Walk Program" which commits the City to plan for 100% park access within a 10-minute walk for all City residents by the year 2040, and increasing existing tree canopy coverage by at least 10% by 2040.

Applications for this program will provide for future park and greenspace planning to exceed goals of the City's strategic planning efforts as well as the pursuit of climate-friendly land use planning and policies to protect and promote the City's position in greenspace preservation and resident access to park areas. Further, participation in this program improves future related grants for the acquisition and protection of local parks and conservation areas.

The Parks Commission recommended approval of this request at their April 10, 2023 regular meeting.

Fiscal Note: ☐ **Not Required** ☐ **Budgeted Expenditure** ☒ **Not Budgeted**

Comments: No funds are required for application, however future funds will need to be considered for park and trail acquisition and development to ensure goals of the program are met (resident access to parks within a 10-minute walk and maintaining tree canopy) which can be considered in future budgets with additional available grants, donations and park impact fees to minimize future levy needs.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Parks and Recreation Director be authorized to submit an application to the National Recreation and Parks Association/Urban Land Institute's "10-Minute Walk Program".

Offered by: Parks and Recreation Commission

Motion:

Second:

Attest:

Approved: _____

Greenspace



Everyone deserves the opportunity to live a healthy, full life — but not everyone in our country has an equal opportunity to achieve this. CityHealth, an initiative of the de Beaumont Foundation and Kaiser Permanente, promotes a package of tried and tested policies that ensure all people in our largest cities have access to healthy choices.

Together, with visionary city leaders, we can make sure that all people have access to a safe place to live, a healthy body and mind, and a thriving environment. Policy solutions like Greenspace can help make communities healthier and resolve critical health disparities — now and decades down the road.

Public greenspaces, from parks to trails to public commons, help families be healthier in body and mind and keep our environment thriving. Simply walking or sitting for about 15 minutes in a park can significantly improve daily mental health. Greenspace policies ensure all families, not just a few, have access to public land, nature, and their benefits.

THE GREENSPACE CHALLENGE

- Access to greenspace, including community schoolyards, public parks, walking trails, and other open spaces, is associated with improved mental health and sense of well-being among city residents.
- Other benefits associated with Greenspace include reduced violence, decreased mortality, lower heart rate, improved attention and mood, and a higher likelihood of physical activity.
- Neighborhoods that were historically subjected to redlining, the systematic practice of denying loans and other resources to people based on their race or ethnicity, tend to have significantly less tree cover and experience hotter temperatures than non-redlined neighborhoods.

A HEALTHY SOLUTION: GREENSPACE

- **Improves Mental Health** — Parks help everyone have a healthier mind and body. When a Philadelphia project turned vacant lots into “pocket parks,” feelings of depression decreased among residents in those neighborhoods compared to residents in other neighborhoods.
- **Helps the Environment Thrive** — Tree coverage helps cool neighborhoods and reduce heat-related illnesses for residents — benefits that can extend as far as a half-mile from park boundaries.
- **Cuts Pollution** — Green infrastructure can reduce runoff and filter out up to 95% of stormwater pollutants.
- **Saves Lives** — A \$100 increase in county-level per capita investment in parks and recreation was associated with 3.4 fewer deaths per year per 100,000 people from 1980-2010.



AN INITIATIVE OF

the de Beaumont Foundation • Kaiser Permanente

Going For Gold

CityHealth annually rates Greenspace policies in cities with criteria that set the “gold standard” in each policy area. These criteria were developed with input from national experts, are backed by evidence, and work to reduce or remove systemic barriers to health equity. Medals are awarded to cities that meet the elements necessary for the best quality policy (gold), a good quality policy (silver), and a passable quality policy (bronze). Cities with no policy, or that don’t meet the minimum threshold for a bronze medal, receive no medal.

GREENSPACE MEDAL CRITERIA			
	Bronze	Silver	Gold
1. The city council has adopted or ratified a policy or formalized planning goal either to a) achieve 100% park access within a 10-minute walk for all residents by 2040 or b) increase tree canopy coverage, with a specific measurable goal and time frame.	✓	✓	✓
2. The city’s public spending on parks and greenspace is at or above the national median per capita, and the city maintains that level of spending within \$10.*	✗	✓	✓
3. Either the city’s 10-minute walk policy or its tree canopy goal clearly prioritizes underserved and disinvested neighborhoods, based on racial and/or economic equity, and/or data-driven park need.	✗	✗	✓

* The public funding data used for the Greenspace medals do not include programmatic investments. These measures are adjusted for local cost of living and inflation. These funding data are derived from the annual City Park Facts survey conducted by the Trust for Public Land.

PITTSBURGH’S GREENSPACE PLAN

Although 91 percent of Pittsburghers live within a 10-minute walk of a park, more than 28,000 residents still don’t have ready access to greenspace. In 2018, the city unveiled its OnePGH plan, Pittsburgh’s first comprehensive resiliency strategy, which included a commitment that every resident would be just a 10-minute walk from a park. The city also aims to stabilize its tree canopy by planting 100,000 trees by 2030. Pittsburgh’s plan is supported by a fund that blends public, private, and philanthropic dollars.

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of spending \$23,800 for the purchase of two (2) John Deere Z960M ZTrak riding lawn mowers for the Parks and Recreation Department. The mowers will replace two older mowers that were sold in the City's most recent online auction. Money from the Parks Equipment Fund, which includes revenues received from past surplus equipment sales, will fund 100% of the purchase, so no tax levy money is needed.

The older mowers being replaced were out of warranty and began to create a high maintenance cost to continue to upkeep them annually. Using the Park Equipment Fund to more regularly replace mowers will reduce costs in future maintenance, and ideally reduce needed levy for the parks annual operating budget.

Bids received were from Mid-State Equipment for \$23,800; Slama's Lawn & Sport \$24,859 and Van Wall Equipment \$31,618.

The Parks Commission recommended approval of this request at their March 13, 2023 regular meeting.

Fiscal Note: ☐ *Not Required* ☐ *Budgeted Expenditure* ☒ *Not Budgeted*

Comments: Funds exist in the existing Parks Equipment Fund from the sale of older surplus equipment for the entire purchase. No levy funds are being requested.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Parks and Recreation Department be authorized to purchase two (2) John Deere riding lawn tractors from Mid-State Equipment for \$23,800 from the Parks Equipment Fund.

Offered by: Parks and Recreation Commission

Motion:

Second: Attest:

Approved: _____

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background: Historically the City of Baraboo Water Utility supplied water to the Village of West Baraboo as a wholesale customer. In 2009, the Village initiated planning for their first municipal water supply well. The Village recognized that they would still need a backup water supply in case of emergencies or any required maintenance/repair of their sole source water so the City and the Village worked to revise the existing intergovernmental Agreements for water supply and wastewater treatment. This resulting Agreement expired in September 2021, ten years after the Village's well was placed in service on Sept. 18, 2011.

With the imminent reconstruction of STH 33 through both the City and the Village, the City planned to replace a significant amount of water main along that corridor and the abandonment of the City's two water main interconnections with the Village of West Baraboo's water system. The Village requested the City agree to preserve the two existing interconnections in a new agreement for emergency/backup water supply. After more than 18 months of negotiations, we have reached a tentative agreement. The agreement states that the City will use its best efforts to furnish water to the Village in the event of an Emergency Backup Situation.

This agreement also includes a provision that when STH 33 is reconstructed in 2024, a new interconnection will be constructed at the existing location and that the Village will occur all the costs for the necessary infrastructure. Once the construction is completed, the Village will dedicate the water main extension located within the City limits to the City.

The parties further agree that charges to the Village shall include an annual service fee, meter fees, and a volume charge for the amount of metered water.

The Agreement shall become effective upon the date of execution of this Agreement by both parties. The initial term of the Agreement shall be 10 years from the effective date and will automatically renew for successive 5-year periods unless a Party request termination at least one year prior to the expiration of the Agreement.

This Agreement has been reviewed by our attorney (Stafford Rosenbaum LLP). The Public Safety reviewed this Agreement at their April 3rd meeting and recommended its approval.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the City of Baraboo wishes to enter into the Backup Water Service Agreement between the City of Baraboo and the Village of West Baraboo. This Agreement would be effective

April 12, 2023.

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the attached Backup Water Service Agreement.

Offered by: Public Safety Committee

Approved by: _____
Mayor

Motion:

Second:

Certified by: _____
City Clerk

**BACKUP WATER SERVICE AGREEMENT
BETWEEN THE CITY OF BARABOO
AND THE VILLAGE OF WEST BARABOO**

THIS BACKUP WATER SERVICE AGREEMENT is dated as of _____, by and between the City of Baraboo (the "City") and the Village of West Baraboo (the "Village"), both municipal corporations located in Sauk County, Wisconsin.

RECITALS

- A. The City owns and operates a water utility which provides water services to its customers. The City's water utility operates with five wells.
- B. The Village also owns and operates a water utility that provides water service to its residents. The Village's water utility currently operates with one well.
- C. The City and Village previously entered into an agreement whereby the City agreed to provide the Village with backup water service (the "2009 Agreement"). The 2009 Agreement was executed by the City on December 30, 2009, and by the Village on January 13, 2010. The 2009 Agreement expires in September 2021.
- D. The City and Village wish to re-establish the terms under which the City will provide the Village with backup water supply service and replace the 2009 Agreement with this Agreement.
- E. Section 66.0301 of the Wisconsin Statutes authorizes the City and the Village to enter into this Agreement for the receipt or furnishing of services or the joint exercise of powers required or authorized by law.

NOW, THEREFORE, in consideration of the foregoing recitals, which are fully incorporated herein, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 "Agreement" means this Backup Water Service Agreement Between the City of Baraboo and the Village of West Baraboo.
- 1.2 "Backup Situation" means a situation where the Village's well or wells are out of service.
- 1.3 "City" means the City of Baraboo, Sauk County, Wisconsin, with a principal address of City Hall, 101 South Blvd., Baraboo, WI 53913.

- 1.4 "City's Water System" means the potable water system owned and operated by the City.
- 1.5 "Connection Points" mean the two meters pits at which water from the City's Water System can enter the Village's Water System. The locations of the Connection Points are set forth in Section 3.1.
- 1.6 "Effective Date" means the date determined by Section 7.1 of this Agreement.
- 1.7 "Party" means the City or Village. "Parties" means both the City and Village.
- 1.8 "PSC" means the Public Service Commission of Wisconsin.
- 1.9 "Village" means the Village of West Baraboo, Sauk County, Wisconsin, with a principal address of 500 Cedar Street, Baraboo, WI 53913.
- 1.10 "Village's Water System" means the potable water system owned and operated by the Village.

ARTICLE 2

PROVISION OF BACKUP WATER SUPPLY SERVICE

- 2.1 Agreement to Provide Backup Water Supply. Except as limited by Section 2.2, the City agrees to provide water to the Village from the City's Water System in the event the Village experiences a Backup Situation and requests water from the City, and the Village agrees to pay for such water in accordance with Article 5 of this Agreement. Water provided by the City to the Village is intended for backup use only, and shall not be used as a supplemental water supply.
- 2.2 Limits on Backup Supply. The City shall use its best efforts to furnish water to the Village in the event of a Backup Situation, but its obligation shall be limited by (i) the capacity of the City's Water System; and (ii) water demands of the City's retail customers.
- 2.3 Water Quality. The City shall supply the Village with water of a quality commensurate with that furnished to its residential customers. The City bears no responsibility for the contamination or deterioration of water quality occurring beyond the Connection Points to the Village.

ARTICLE 3

DELIVERY OF BACKUP WATER SUPPLY SERVICE

- 3.1 Connection Points Between the City's Water System and the Village's Water System.
 - 3.1.1 The City's Water System and the Village's Water System are connected at two Connection Points. One Connection Point is located in the right-of-way of Berkley

Boulevard on the Village's side of the municipal boundary, and the other Connection Point is currently located in the right-of-way of State Trunk Highway 33 (STH 33) on the City's side of the municipal boundary.

3.1.2 The Berkley Boulevard Connection Point is owned by the Village. The existing STH 33 Connection Point is owned by the City.

3.1.3 The valves in the meter pits at the Connection Points shall remain closed except in the event of a Backup Situation.

3.2 Reconstruction of STH 33 Connection Point.

3.2.1 The current STH 33 Connection Point will be reconstructed and moved to the Village's side of the municipal boundary in conjunction with the STH 33 highway project. Reconstruction of the STH 33 Connection Point will include the installation of a new meter pit, water meter, valves, bypass piping and fittings. It will also include the installation of a water main extension approximately 200 feet long from the City's proposed water main that will be installed in conjunction with the STH 33 highway project and that will end near Berkley Boulevard to the Village limits.

3.2.2 The Village will design, build and pay for the reconstruction of the STH 33 Connection Point and the associated water main extension. The Village shall submit plans for the reconstruction project to the City for its review, comment, and approval. Construction shall be completed in accordance with approved plans, including any other necessary state or local approvals.

3.2.3 Upon completion, the Village shall dedicate the water main extension located within the City limits to the City. The Village shall also dedicate the water meter located in the reconstructed STH 33 Connection Point to the City. The Village will own the reconstructed STH 33 Connection Point, except for the meter.

3.3 Points of Delivery. City water leaves the City's Water System and enters the Village's Water System when it enters the meter pits at the Connection Points. Title to all City water supplied hereunder shall pass from the City to the Village at the meters at the Connection Points.

3.4 Meters at Connection Points. The meters at both Connection Points shall be owned, operated, and maintained by the City.

3.5 Pressure. The City will provide backup water supply to the Village at the pressures existing at the Connection Points. The City shall not be responsible for providing backup water supply to the Village at any particular pressure.

3.6 Backflows. The Village shall provide and maintain backflow protection so that the Village's Water System does not cause backflows into the City's Water System.

ARTICLE 4
INITIATION AND CONCLUSION OF BACKUP WATER SUPPLY SERVICE

- 4.1 Request for Backup Water Supply Service. In the event of a Backup Situation, the Village may request backup water supply service from the City by providing a written request for backup service to the City, which request shall describe the circumstances of the Backup Situation and a requested schedule for such backup water supply service. The written request for backup water supply service shall be made to the City's Utility Superintendent and may be made by email, hand delivery, or mail as provided in Section 8.7 of this Agreement.
- 4.2 City Review of Request. Upon receipt of a written request for backup water supply service, the City shall promptly conduct a review of such request. The City shall issue a written determination to the Village approving or rejecting the written request for backup water supply service in accordance with Sections 2.1 and 2.2 of this Agreement. The City shall issue its determination within seven days of receipt of a request for backup water supply service in a planned outage situation and within one hour in an emergency situation.
- 4.3 Initiation of Backup Water Supply Service. After issuing a determination granting a request for backup water supply service, the City shall authorize the opening of the valves located within the meter pits at the Connection Points. The valves shall be opened at a time mutually agreeable to the City and the Village.
- 4.4 Notification of Conclusion of Backup Situation. The Village shall notify the City in writing of the conclusion of the Backup Situation which triggered the request for backup water supply services pursuant to this Agreement. Written notice shall be provided to the City's Utility Superintendent in accordance with Section 8.7 of this Agreement.
- 4.5 Termination of Backup Water Supply Service. After receiving notice of the conclusion of a Backup Situation in accordance with Section 4.4, the City shall authorize the closing of the valves located within the meter pits at the Connection Points. The valves shall be closed at a time that is mutually agreeable to the City and the Village.

ARTICLE 5
COMPENSATION FOR BACKUP WATER SUPPLY SERVICE

- 5.1 Metering of Water. The volume of water provided by the City to the Village under this Agreement shall be metered at the Connection Points. The City shall own the meters and conduct yearly testing with the results provided to both Parties. The Village shall pay the cost of the meter testing.
- 5.2 Water Rates. All rates and charges paid for backup water supply service under this Agreement shall be as established and approved by the PSC. The Parties agree that

such charges shall include an annual service charge as well as a meter charge and water rates for metered water provided to the Village.

- 5.3 Bills, Payment and Penalties. Billing, payment and penalties shall be in accordance with the rates and rules established and approved by the PSC.

ARTICLE 6 **HOLD HARMLESS**

- 6.1 Claims from Third Parties. The Village shall defend, indemnify and hold harmless the City against and from any costs, including attorneys and expert fees, arising out of claims of any third party, including without limitation claims made by any direct or indirect customer of the Village, arising out of or relating to the City's agreement to provide backup water supply service to the Village; provided, however, that the Village shall not be responsible for any costs arising out of the intentional or willful misconduct of the City, its employees or its contractors.
- 6.2 Claims from Village. The Village shall release, waive and hold harmless the City from any claims or costs, including attorneys and expert fees, arising out of or relating to limitations on the amount of backup water supply service provided by the City to the Village under Section 2.2 of this Agreement.

ARTICLE 7 **EFFECTIVE DATE; TERM**

- 7.1 Effective Date. This Agreement shall become effective upon the date of the execution of this Agreement by both the City and the Village.
- 7.2 Term. The initial term of this Agreement shall be 10 years from the Effective Date. The Agreement shall automatically renew for successive 5 year periods unless a Party provides written notice of nonrenewal to the other Party at least one year prior to the expiration of this Agreement.

ARTICLE 8 **MISCELLANEOUS**

- 8.1 Mutual Cooperation. Each Party will assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, the PSC, or any other governmental authority, for the receipt and provision of backup water supply service in accordance with this Agreement.
- 8.2 Modification of this Agreement. This Agreement may be modified only by the written agreement of the Parties.
- 8.3 Non-Assignability. No Party shall assign or transfer this Agreement or any rights or interests herein without the written consent of the other Party.

- 8.4 Severability. Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.
- 8.5 Governing Law. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Sauk County, Wisconsin.
- 8.6 References to Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.
- 8.7 Notices. Where notices are required to be provided in writing pursuant to this Agreement, including but not limited to a request for the provision of backup water supply service, such notices shall be provided to the following persons:

When to the City:

Wade Peterson
Baraboo Utilities
450 Roundhouse Ct
Baraboo, WI 53913
wpeterson@cityofbaraboo.com
(608) 397-0251

When to the Village:

Village of West Baraboo
Public Works Department
William Clary, Director of Public Works
500 Cedar Street
West Baraboo, WI 53913
w.clary@villageofwestbaraboo.us
Office: (608)356-2516
Cell: (608)963-6508

- 8.8 Prior Agreement. This Agreement supersedes the 2009 Agreement in its entirety.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

CITY OF BARABOO

By: _____ Dated: _____
Rob Nelson, Mayor

By: _____ Dated: _____
Brenda Zeman, City Clerk

VILLAGE OF WEST BARABOO

By: _____ Dated: _____
Michael Arndt, Village President

By: _____ Dated: _____
Traci Stanford, Village Clerk/Treasurer

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background: As part of the negotiation for the Backup Water Service Agreement with the Village of West Baraboo, the City of Baraboo requested that the existing Sewage Service Agreement be updated too. The original agreement was established in September of 1958, with new agreements adopted in 1979, 1982, 1995, and an amendment in 2009.

The City felt that there were portions of the current agreement needed updating and clarification. After more than a year of negotiations, the City and Village have reached a tentative agreement.

The definitions were updated, along with sewerage services, compliance with law, village and city facilities, service charges, terms and miscellaneous items.

Significant contract changes are as follows:

- 1) The Village agrees to discharge domestic strength wastewater only and the Village will test their effluent to verify their sewerage meets those parameters.
- 2) The Village will be required to test their effluent meter annually, provide those results to the City, and recalibrate the meter as necessary.
- 3) The Village agrees to comply with City Ordinances 13.33, 13.34, and 13.36.
- 4) The Village agrees to quarterly sewer charges that are prepared by a third-party.

One of the major issues with the prior agreement was how capital expenditure allocations were calculated between the Village and the City. This new agreement provides allocations with corresponding exhibits that demonstrate how the respective allocations are calculated, which are then apportioned depending on the type of capital expenditure/improvement.

This Agreement is a 20-year Agreement and has provisions for extensions related to each time the Village has a capital payment of at least \$100,000.

This Agreement has been reviewed by our attorney (Stafford Rosenbaum LLP). The Public Safety reviewed this Agreement at their April 3rd meeting and recommended its approval.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the City of Baraboo wishes to enter into the Agreement for Sewerage Services between the City of Baraboo and the Village of West Baraboo. This Agreement would be effective May 1, 2023.

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the attached Agreement for Sewerage Services between the City of Baraboo

and the Village of West Baraboo.

Offered by: Public Safety Committee

Approved by: _____
Mayor

Motion:

Second:

Certified by: _____
City Clerk

**AGREEMENT FOR SEWERAGE SERVICES
BETWEEN THE CITY OF BARABOO AND
THE VILLAGE OF WEST BARABOO**

RECITALS

- A. The City of Baraboo (“City”) and the Village of West Baraboo (“Village”) are adjacent municipalities located in Sauk County, Wisconsin.
- B. The City owns and operates a wastewater collection system and treatment plant for the collection, treatment, and disposal of wastewater.
- C. The Village owns and operates a wastewater collection system for the collection of wastewater within the Village.
- D. The City and the Village are parties to a 1995 Sewage Service Agreement and a 2009 First Amendment pursuant to which the City accepts and treats wastewater collected from within the Village.
- E. The City also provides wastewater treatment services to the Town of Baraboo Sanitary District No. 1 and to the State of Wisconsin Department of Natural Resources. The Village, Town of Baraboo Sanitary District No. 1, and State of Wisconsin Department of Natural Resources may be individually referred to as a “Contract Service Entity” and collectively as the “Contract Service Entities.”
- F. The City and Village have agreed to replace the 1995 Sewage Service Agreement and 2009 First Amendment with this updated Sewage Service Agreement.

AGREEMENT

The City and the Village agree as follows:

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement, the following terms have the following meanings:

1.1 **Ordinance Definitions.** Terms that are defined in Chapter 13, Subchapter III of the City’s Municipal Code shall have the same meaning in this Agreement.

1.2 **City Sewer Use Ordinance** shall mean Chapter 13, Subchapter III of the City’s Municipal Code together with such amendments as may be adopted from time to time.

1.3 **City Sewerage System** shall mean the sewerage facilities located in the City including, but not limited to, the City's Water Resource Recovery Facility, interceptors, lift stations and mains.

1.4 **Village Meter** shall mean the Village's sewer meter and recorder located as shown on the attached **Exhibit A** that measures the volume of wastewater the Village discharges from the Village Sewerage System to the City Sewerage System.

1.5 **Village Sewerage System** shall mean all mains and other conduits and facilities used to convey wastewater collected from within the Village to the City Sewerage System.

1.6 **Water Resource Recovery Facility** shall mean the City's wastewater treatment plant.

ARTICLE 2 SEWERAGE SERVICES

2.1 **Acceptance of Wastewater.** Subject to the terms of this Agreement, the City shall continue to accept and treat wastewater from the Village Sewerage System.

2.2 **Limitation on City's Service.** The City shall have no obligation to provide wastewater service to (i) any area outside of the Village, or (ii) any area within the Village that is not connected to the Village Sewerage System. The City's obligation to provide wastewater treatment service is strictly limited to that portion of the Village connected to the Village Sewerage System.

2.3 **Extension of Village Sewerage System.** The Village must obtain and comply with all required local, statutory, and regulatory approvals, including but not limited to compliance with the Baraboo Urban Area Sanitary Sewer Service Area Plan, prior to any extension of the Village Sewerage System.

2.4 **Discharge to the City Sewerage System.** The Village shall discharge wastewater collected by the Village Sewerage System to the City Sewerage System only via the sewer main and meter at the western limits of the City as shown on the attached **Exhibit A**.

2.5 **Domestic Strength Wastewater Only.** The Village shall not discharge wastewater to the City Sewerage System that exceeds normal domestic strength wastewater as defined by the City Sewer Use Ordinance. If the Village discharges non-domestic strength wastewater to the City Sewerage System, the City shall have the right to take any and all lawful measures, including but not limited to court action for equitable or injunctive relief, and forfeitures under the City Sewer Use Ordinances. The Village shall sample its wastewater discharge at the sewer main shown on **Exhibit A** at least once per quarter to ensure it meets the definition of normal domestic strength wastewater. The Village shall

share its sample results with the City by the last day of each quarter. If the Village fails to sample its wastewater in any given quarter, the City may sample the Village's wastewater and the Village will be responsible for the associated costs.

2.6 Mercury Sampling. The Village shall conduct sampling and analysis for Mercury using twenty-four (24) hour Flow Proportional Composite Samples at a minimum, annually. The Village shall provide this data to the City by December 20 of each year.

2.7 Determination of Flows. The Village shall own, operate, maintain, repair and replace the Village Meter to measure the volume of wastewater the Village discharges to the City Sewerage System. The Village Meter shall be installed at the western limits of the City as shown on the attached **Exhibit A**. In the event of a mechanical malfunction with the Village Meter, the City will estimate flows based on the monthly flow from the previous calendar year.

2.8 Maintenance of Village Meter. The Village shall test the accuracy of the Village Meter annually and provide the test results to the City by June 30 of each year. The Village shall repair or replace the Village Meter if it is faulty. If the Village fails to repair or replace the faulty Village Meter after a reasonable time, the City has the right to repair or replace the faulty flow meter or recorder and the Village shall reimburse the City for the costs of the repair or replacement.

ARTICLE 3 COMPLIANCE WITH LAW

3.1 Sewer Use Ordinance. The Village shall promptly enact and thereafter enforce ordinance provisions necessary to require all users within its jurisdiction conform to and comply with provisions similar to Sections 13.33 through 13.34, and Section 13.36 of the City Sewer Use Ordinance. The City Sewer Ordinance shall not include different requirements for the Village and its users than are applicable to City users.

3.2 CMOM. The Village shall establish and implement a capacity, management, operation and maintenance program (CMOM) that fulfills the requirements of Wis. Admin. Code § NR 210.23. The Village shall prepare written documentation of the CMOM program components and provide a copy of such documentation to the City upon request.

3.3 Overflows and Backups. The Village shall comply with the requirements of Wis. Admin. Code § NR 210.21 applicable to sanitary sewer overflows, § NR 210.22 applicable to building backups, and § NR 210.23 applicable to notifications and responses.

3.4 CMAR. The Village shall be responsible for completion of its Compliance Maintenance Annual Report (CMAR) and shall submit applicable parts of the CMAR to the City for review upon request.

3.5 **BMPs.** The Village and its users shall follow Best Management Practices (BMPs) applicable to their particular discharges which may be developed by the City or the DNR for the discharge of any constituents, substances, materials, waters, or waste where the City determines that following the BMPs is necessary to meet the objectives of this paragraph or the conditions of the City's WPDES permit. BMPs applicable to the Village and its users shall be the same as the BMPs applicable to City users.

3.6 **Fats, Oils, and Grease.** The Village shall comply with all requirements of the City Sewer Use Ordinance regarding management, inspection, and control of fats, oils, and grease.

3.7 **Capacity Assurance Plan.** The Village may be required to prepare and submit to the DNR a system evaluation and capacity assurance plan should any of the conditions exist as defined in Wis. Admin. Code § NR 210.24.

3.8 **Administrative Code References.** The references to Wis. Admin. Code include all amendments subsequent to the effective date of this Agreement.

3.9 **Other Laws.** The Village and City shall comply with all federal, state and local laws applicable to its collection and discharge of wastewater.

3.10 **Ordinance Enforcement.** If the City determines that wastewater entering the Village Sewerage System is in violation of the City Sewer Use Ordinance, the City shall notify the Village in writing of such condition. The Village shall take steps to assess and correct the violation, including conducting sampling to assess the extent and nature of the violation, or require the Village user causing the discharge to correct the violation within a period of thirty (30) days after receipt of such notice, except where the discharge, as determined by the City Utility Superintendent, poses an immediate threat to the City Sewerage System, public health or the environment, or interference with the Water Resource Recovery Facility or pass through, in which case the Village may be requested to immediately halt or require the Village user to halt the discharge causing or contributing to the immediate threat. If there is a failure on the part of the Village and/or Village user to take corrective action within the required period, the City shall have the right to take any and all lawful measures, including court action for equitable or injunctive relief, forfeitures under the City Sewer Use Ordinances, and termination of service or the right to use the City Sewerage System.

ARTICLE 4 VILLAGE AND CITY FACILITIES

4.1 **Ownership of City Sewerage System.** The City is the sole owner of the City Sewerage System, and no payments made by virtue of this Agreement shall be construed to mean that the Village is part owner of the City Sewerage System, nor shall the Village at any time be deemed to have any equity in the City Sewerage System. The City is

responsible to own, operate and maintain the City Sewerage System for the benefit of the users.

4.2 Retention of City Sewerage System. The City shall not sell or transfer ownership of the City Sewerage System or Water Resource Recovery Facility in any fashion without accommodating the contractual obligations of the City and Village described in this Agreement.

4.3 Ownership of Village Sewerage System. The Village owns and shall maintain and be responsible for the Village Sewerage System.

4.4 Utility Map of Village Sewerage System. The Village shall provide the City with a current map of the Village Sewerage System within sixty (60) days of the effective date of this Agreement. Thereafter, upon the City's request made not more than once every three years, the Village will provide the City with an electronic copy of an updated map of the Village Sewerage System.

4.5 Access to Village Sewer Meter Facilities. The City may, upon reasonable notice, have access to the Village Sewer Meter, metering station and metering manhole at the location shown on **Exhibit A** for purposes of determining compliance with this Agreement and/or the City Sewer Use Ordinance.

ARTICLE 5 SERVICE CHARGES

5.1 Quarterly Sewer Charge. The Village shall pay the City a sewer use charge comprising a fixed meter charge and a usage charge based on the volume of wastewater the Village discharges to the City Sewerage System as measured by the Village Sewer Meter. The rates for the fixed meter charge and usage charge shall be based upon a rate study prepared by a third-party consultant and as adopted and amended from time to time by resolution of the City. The usage charge shall be computed by multiplying the volume of wastewater discharged by the Village as measured by the Village Sewer Meter by the sewer use charge per 100 gallons as established under Section 13.27(1)(b) of the City Sewer Use Ordinance. The City's yearly operation and maintenance budget for the City Sewerage System shall be established as provided in Section 13.28 of the City Sewer Use Ordinance. The Village shall not be charged the debt service charge established under Section 13.27(1)(a) of the City Sewer Use Ordinance.

5.2 Payment. The Village will be billed quarterly. Payment by the Village shall be received by the City within twenty (20) days after the date the bill is mailed. Delinquent payments shall be subject to payment of interest at the rate set by the Wisconsin Public Service Commission for delinquent payments to the City's water utility.

5.3 Capital Expenditures. This paragraph applies if an additional or new capital expenditure is required in order to make improvements, modifications, or an expansion to the Water Resource Recovery Facility, but not if an expenditure is to be paid for as an operation and maintenance cost as defined by Section 13.24(16) of the City Sewer Use Ordinance. If this paragraph applies and an additional or new capital expenditure is required in order to make improvements, modifications, or an expansion to the Water Resource Recovery Facility, the required capital expenditure shall be prorated between the City and the Contract Service Entities as follows.

5.3.1. Improvements or Modifications. Assuming that the wastewater make-up from the City and the Contract Service Entities is substantially similar and domestic in nature and the improvement or modification is primarily flow-based, such proration shall be based upon the proportional flow volume between the City and the Contract Service Entities. The Village share shall be determined by multiplying the total new capital expenditure by the fraction equal to the Village's attributed flow for the last three years divided by the total flow measured at the Water Resource Recovery Facility for that same period. The Village's attributed flow equals Village flow plus the Village's proportionate share of shared infiltration and inflow ("I/I") calculated as shown in **Exhibit B**. This formula is expressed as follows:

$$\text{Village Share} = \text{New or Additional Capital Expenditure} \times \frac{\text{Village's Attributed Flow for the Last Three Years}}{\text{Total Flow Measured at the Water Resource Recovery Facility}}$$

Capital expenditures for improvements or modifications necessitated by a particular pollutant will be prorated between the City and the Contract Service Entities based on the amount of that pollutant contributed to the Water Resource Recovery Facility by each entity over the last three years, based on pounds of that pollutant per day. For any pollutant for which three years of data does not exist, the proration will be based on the data available for that pollutant.

5.3.2. Expansions. Capital expenditures for an expansion shall be prorated based on the capacity requested by the City and the Contract Service Entities. Assuming that the wastewater make-up from the City and the Contract Service Entities is substantially similar and domestic in nature and the expansion is primarily flow-based, such proration shall be based upon the requested proportional flow volume between the City and the Contract Service Entities.

For purposes of this subparagraph, the current total capacity of the Water Resource Recovery Facility shall be allocated to the City and each Contract Service Entity in proportion to the last three years of the City's and each Contract Service Entity's attributed flow compared to the total flow measured at the Water Resource Recovery Facility during

that time period. The Village's attributed flow equals Village flow plus the Village's proportionate share of shared I/I calculated as shown in **Exhibit B**. The City's attributed flow equals the total flow measured at the Water Resource Recovery Facility less the flow attributed to each Contract Service Entity.

The City and the Contract Service Entities shall request the additional incremental capacity each of them anticipates it will need for the same future period. The total requested incremental capacity shall serve as the design basis for the expansion. The Village cost share shall be determined by multiplying the total new capital expenditure by the fraction equal to requested incremental Village flow divided by the total requested incremental flow at the Water Resource Recovery Facility for that same future period. See **Exhibit C** for an example.

Capital expenditures necessitated by a particular pollutant will be prorated based on the treatment capacity for that pollutant requested by the City and the Contract Service Entities. The current capacity of the Water Resource Recovery Facility shall be allocated to the City and each Contract Service Entity in proportion to the last three years of the City's and each Contract Service Entity's share of that pollutant measured in pounds per day compared to the total share of that pollutant measured in pounds per day at the Water Resource Recovery Facility during that time period. For any pollutant for which three years of data does not exist, the proration will be based on the data available for that pollutant.

5.3.3. Projects with Multiple Objectives. The City shall require engineers who design projects that fulfill multiple objectives (i.e. a project with an improvement component and an expansion component) to identify the costs that fulfill each objective. The costs for each objective shall then be allocated according to the appropriate methodology established in the preceding paragraphs of this Agreement.

5.4 Notice of Anticipated Capital Expenditures. The City shall provide the Village with notice of anticipated capital expenditures for improvements, modifications, or an expansion to the Water Resource Recovery Facility once the City begins preliminary planning or budgeting for such work.

5.5 Contracting. The City is responsible for the permitting, design, preparation of plans and specifications and construction of any improvement, modification or expansion of the Water Resource Recovery Facility.

5.6 Financing Capital Expenditures. If the City determines to finance its share of a new or additional capital expenditure in order to make improvements, modifications, or an expansion to the Water Resource Recovery Facility, the Village shall be entitled to seek similar financing for its share of the new or additional capital expenditure. The City agrees to provide the Village with all the applicable contract documentation necessary for the Village to be able to submit a complete application for financing the Village's share of the capital expenditure.

5.7 Village Payment of Capital Expenditures. The Village shall pay its share of a capital expenditure to make improvements, modifications or an expansion to the Water Resource Recovery Facility to the City within 30 days after the Village is notified by the City as to the amount due. An amount is due when the City is required to pay that amount to a third-party such as a contractor or material supplier.

ARTICLE 6 TERM

6.1 Effective Date; Term. This Agreement shall be effective as of May 1, 2023 and shall terminate on December 31, 2039.

6.2 Reevaluation During Term of Agreement. The City and Village agree to meet and confer at least once every three years through the term of this Agreement to discuss potential revisions to the Agreement to capture up-to-date and representative operational arrangements, and to work in good faith to implement such revisions. Any dispute regarding a potential revision to the Agreement shall be resolved in accordance with the dispute resolution process described in Article 8.

6.3 Termination Notice. Either party may terminate this Agreement at the end of the term upon giving the other party at least four (4) years' written notice. In the absence of such notice this Agreement shall be deemed to be automatically renewed for successive terms of five (5) years, until such four-year notice of termination is given.

6.4 Term Extension After Capital Payment by Village. The term of this Agreement shall be extended each time the Village makes a capital payment under Article 5 of this Agreement that is financed by the Village under paragraph 5.3, or that is for at least \$100,000. Each such extension shall be for the longer of (i) the finance term under paragraph 5.3, or (ii) the period of the replacement reserve term for the improvement, modification or expansion to which the capital payment relates. For each capital payment made by the Village of \$100,000 or more for which no replacement reserve is established, the term of the Agreement shall be extended for twenty (20) years from the date such improvement, modification or expansion is placed in service.

ARTICLE 7 MISCELLANEOUS

7.1 Exercise of Rights. No failure on the part of a party to exercise any right under this Agreement shall constitute a waiver of any right or rights on the part of that party to exercise the same in the event of any subsequent violation, default or breach of obligation on the part of the other party.

7.2 **Force Majeure.** If by reason of force majeure, the Village or the City is unable in whole or in part to carry out any provision of this Agreement, neither the Village nor the City shall be deemed in default during the continuance of such inability. The term "force majeure" as used here shall mean: acts of God; strikes, lockouts, or other labor disturbances; acts of public enemies; orders and restraints of the government of the United States of America, the State of Wisconsin or their respective departments, agencies or officials or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not reasonably in the control of the Village or the City and not resulting from negligence.

7.3 **Notices.** All notices given under this Agreement shall be made in writing and mailed to the City and the Village by registered US mail or similar private carrier services at the addresses shown below or at such other addresses as the parties may specify in writing from time to time:

To the City:

Wade Peterson
Utility Superintendent
City of Baraboo
450 Roundhouse Ct.
Baraboo, WI 53913
608-355-2740

To the Village:

Village of West Baraboo
William Clary, Director of Public Works
500 Cedar St.
Baraboo, WI 53913
Office: (608)356-2516
Cell: (608)963-6508

Any such notice shall be deemed to have been delivered and received on the date recorded by the carrier.

7.4 **No Waiver.** The waiver by any party of any term, covenant, or condition of this Agreement shall not be a waiver of any other term, covenant or condition.

7.5 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except in writing agreed to by all parties.

7.6 **Authority.** Each party represents that it has full power and authority to enter into and perform this Agreement and the person(s) signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and acknowledges that it has read this Agreement, understands it and agrees to be bound in accordance with its terms and provisions.

7.7 **Supersedence of Previous Agreements.** This Agreement shall supersede any and all agreements for wastewater service between the City and the Village that were executed before the date of execution of this Agreement.

7.8 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement does not create any rights of third parties.

7.9 **Agreement Jointly Drafted By Parties.** Both parties participated in negotiating the terms of this Agreement. Neither party shall benefit from not having drafted this Agreement. If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the parties.

ARTICLE 8 DISPUTE RESOLUTION

8.1 **Dispute Resolution.** A dispute or controversy between City and Village regarding any matter relating to this Agreement shall be resolved in accordance with this Article except as otherwise provided in this Agreement.

8.2 **Notice of Dispute and Initial Meeting.** If a dispute or controversy arises and exists regarding any matter relating to this Agreement, either party may send a written notice to the other party identifying the nature and underlying facts of the dispute. Within thirty (30) days of the date written notice is delivered, a meeting between the parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy. This paragraph is intended by the parties to waive their respective statutory right to any further notice pursuant to Section 893.80, Wisconsin Statutes, to the extent such statute is applicable. Such waiver, however, shall not constitute a waiver of the damage cap, liability cap, or immunities contained in Section 893.80, Wisconsin Statutes.

8.3 **Mediation.** If the parties have not succeeded in resolving the dispute or controversy at the initial meeting or subsequent meetings scheduled by mutual agreement, or if the parties have not held an initial meeting within thirty (30) days after the date of delivery of the written notice, the parties may choose to proceed to mediation in accordance with this paragraph. The parties shall jointly appoint a mutually acceptable neutral person not affiliated with either of them (the “Mediator”) to conduct the mediation. The Mediator

shall have a minimum of ten (10) years of experience in the subject matter of the dispute or controversy. The fees of the Mediator shall be shared equally by the parties. If the parties are unable to agree upon the selection of a Mediator within twenty (20) days after the initial meeting, or if no initial meeting was held, within fifty (50) days after the delivery of the written notice required by paragraph 7.3, the parties shall either request that the Sauk County Circuit Court select the Mediator or, in the alternative, proceed with other forms of dispute resolution. If the Sauk County Circuit Court is to select the Mediator, the parties agree that the Mediator selected shall be a Wisconsin professional with a minimum of ten (10) years of experience in the subject matter of the dispute or controversy, and that the selected Mediator need not be an attorney.

In consultation with the parties, the Mediator will select or devise the mediation procedure to be held in Sauk County, Wisconsin, by which the parties will attempt to resolve the dispute or controversy. In consultation with the parties, the Mediator will also select a date and time for the mediation and a date by which the mediation will be completed.

The parties shall participate in good faith in the mediation to its conclusion as designated by the Mediator. If the parties are not successful in resolving the dispute or controversy through the mediation, the dispute may be resolved by litigation or other appropriate means.

8.4 Costs. Except as expressly provided in this Agreement, each party shall bear its own costs associated with dispute resolution, including attorneys' fees and litigation expenses.

[This space intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City of Baraboo and by the Village of West Baraboo.

CITY OF BARABOO

By: _____
Rob Nelson, Mayor

By: _____
Brenda Zeman, City Clerk

Dated: _____

VILLAGE OF WEST BARABOO

By: _____
Michael Arndt, Village President

By: _____
Traci Stanford, Village Clerk/Treasurer

Dated: _____

Exhibit A

Map of Village Sewer Meter Facilities

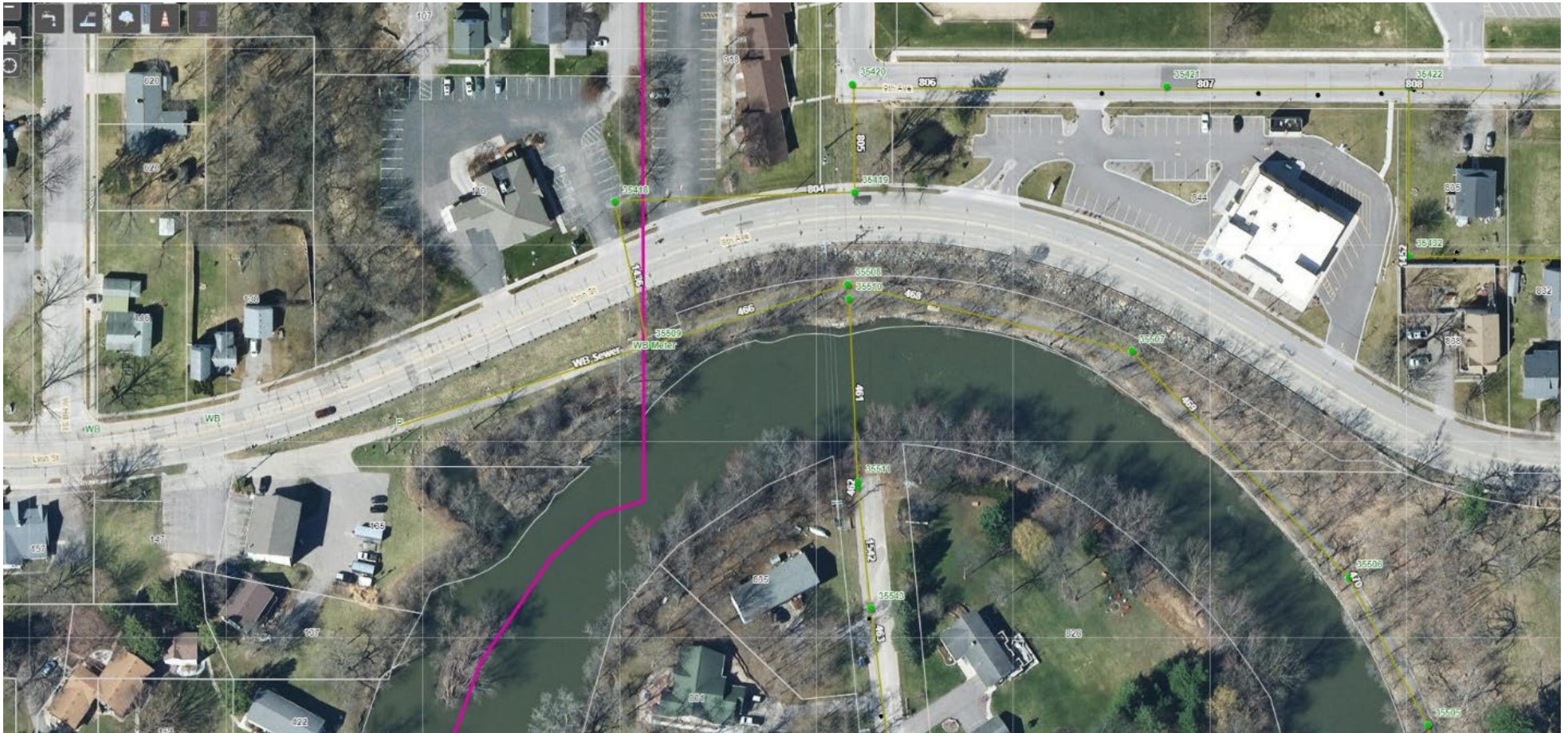


Exhibit B

Shared I/I Calculation

Step One: Calculate Total I/I

Flow to Water Resource Recovery Facility

Less: Billed flow from Contract Service Entities

Less: City billable flow

= Total I/I

Step Two: Calculate % of City wastewater collection system used by Village

Inch-Feet of City wastewater interceptor from Village Meter to Water Resource Recovery Facility

Divided by: Inch-Feet of City's entire wastewater collection system

= % of City wastewater collection system used by the Village

Step Three: Calculate Shared I/I

Total I/I from Step One

Multiplied by: % of City wastewater collection system used by the Village from Step Two

= Shared I/I

Step Four: Calculate Village's Proportionate Share of Shared I/I

Village billed flow

Divided by: Total billed flow from City and all Contract Service Entities

Multiplied by: Shared I/I from Step Three

= Village's Proportionate Share of Shared I/I

Exhibit C: Capital Cost Allocation Example for Expansion

Design Capacity (MGD)	2.530
-----------------------	-------

Share of City Wastewater Collection System Used by Village *	20%
--	-----

* This number is made up to illustrate how section 5.3.2 works -- this number needs to be calculated using the formula in Exhibit B

Entity	2020	2021	2022	
Total I/I	0.688	0.572	0.431	= Flow to Water Resource Recovery Facility less Billed from Contract Services Entities and City Billable Flow
Shared I/I	0.138	0.114	0.086	= Share of City Wastewater Collection System Used by Village times Total I/I
West Baraboo's Proportionate Share	13.3%	11.0%	10.6%	= West Baraboo flow divided by Total Billed Flow from City and All Contract Service Entities
West Baraboo's Proportionate Share of Shared I/I	0.0183	0.0126	0.0092	= Shared I/I times West Baraboo Proportionate Share
Baraboo's I/I	0.6697	0.5597	0.4217	= Total I/I minus West Baraboo's Proportionate Share of Shared I/I

Last 3 Years of Flow (MGD)					
Entity	2020	2021	2022	Average (MGD)	Average
Baraboo	0.813	0.821	0.807	0.813	53.87%
Baraboo's I/I	0.670	0.560	0.422	0.550	36.45%
West Baraboo	0.128	0.104	0.099	0.110	7.30%
West Baraboo's Proportionate Share of Shared I/I	0.018	0.013	0.009	0.013	0.88%
Devil's Lake	0.004	0.006	0.006	0.006	0.37%
Sanitary District #1	0.017	0.017	0.017	0.017	1.13%
Total	1.650	1.520	1.360	1.510	100.00%

Allocation of Current Capacity (MGD)			= Design Capacity multiplied by each entity's average % of Last 3 Years of Flow
Baraboo *	2.285	90.32%	
West Baraboo **	0.207	8.19%	
Devil's Lake	0.009	0.37%	
Sanitary District #1	0.029	1.13%	
Total	2.530	100.00%	

* Includes Baraboo's I/I

** Includes West Baraboo's Proportionate Share of Shared I/I

Available Unused Capacity (MGD)			= Allocation of Current Capacity minus Average of Last 3 Years of Flow
Baraboo	0.921	90.32%	
West Baraboo	0.083	8.19%	
Devil's Lake	0.004	0.37%	
Sanitary District #1	0.012	1.13%	
Total	1.020	100.00%	

Future Need (MGD) -- Example		
Baraboo	1.000	74.07%
West Baraboo	0.250	18.52%
Devil's Lake	0.100	7.41%
Sanitary District #1	0.000	0.00%
Total	1.35	100.00%

Additional Incremental Capacity Requested (MGD) -- Example			= Future Need minus Available Unused Capacity
Baraboo	0.079	23.06%	
West Baraboo	0.167	48.76%	
Devil's Lake	0.096	28.18%	
Sanitary District #1	0.000	0.00%	
Total	0.342	100.00%	

Cost of Expansion -- Example =	\$ 4,000,000
--------------------------------	--------------

Expansion Cost Allocation			= Cost of Expansion multiplied by Additional Incremental Capacity Requested %
Baraboo	\$ 922,434	23.06%	
West Baraboo	\$ 1,950,246	48.76%	
Devil's Lake	\$ 1,127,320	28.18%	
Sanitary District #1	\$ -	0.00%	
Total	\$ 4,000,000	100.00%	

RESOLUTION NO. 2023 -**Dated: April 11, 2023****The City of Baraboo, Wisconsin**

Background: The Sewer Utility has utilized a method called Cast In Place Pipe (CIPP) for rehabilitation of sanitary sewer mains. In 2022, the Utility had 1/3 of the Utility's sewer main inspected and televised. During those inspections, a significant Inflow/Infiltration (I/I) issue was noted on the 27" sewer main on Water Street. We were aware this area was problematic when it was inspected in 2008; however over time, the issue was become significantly worse.

The proposal is to CIPP the 27" clay tile sanitary sewer main on Water Street, from Elizabeth Street to Effinger Road. This is one of our larger diameter mains carrying a substantial amount of flow. Curing time of the liner, traffic control, and bypass pumping are some of the reasons for the high cost.

The Sewer Utility has scheduled this project to begin after Labor Day to not interfere with Circus World Museum's summer season.

Bids: Visu-Sewer \$401,437.50; HK Solutions \$462,202; Michels \$450,000-\$650,000. We have contracted with Visu-Sewer on prior CIPP projects.

Fiscal Note: (check one) ☐ Not Required ☐ Budgeted Expenditure ☒ Not Budgeted

Comments: This is an unbudgeted expense. The Sewer Utility will use monies from the Depreciation Fund and General Investment Fund for this project. The Sewer Utility will still have reserve funds available that meets the City's Fund Balance goals.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the low bid from Visu-Sewer in the amount of \$401,437.50 is hereby accepted and all other bids are rejected, and the Utility Superintendent be authorized to sign the agreement.

Account Number	Department	Budget	Debit/(Credit)	Amended Budget	Balance YTD
960-36-83100-236	Sewer Utility-Mains Maintenance	105,000	401,437.50	506,437.50	0
960-00-34000-000	Sewer Utility-Fund Balance Applied	0	401,437.50	401,437.50	0

Offered by: Public Safety Committee/Finance Committee

Approved by: _____
Mayor

Motion:

Second:

Certified by: _____
City Clerk

Proposal

To: Wade Peterson
City of Baraboo Sewer Utility
450 Roundhouse Ct.
Baraboo, WI 53913
608-355-2740

From: Drew Setzer
Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 3/17/2023

Project: 2023 Sanitary Sewer CIPP Lining
27" Interceptor, Water Street - Baraboo, WI

Visu-Sewer is pleased to provide the following quotation for CIPP installation:

Install 2,141 L.F. of 27" National Liner @ \$187.50 per linear foot **\$ 401,437.50**

The above listed price is based on a review of available televising and a site visit. Pricing includes:

- Labor, material, and equipment
- Mobilization and traffic control
- Cleaning and televising of sewers prior to installation of liner
- Bypassing of average dry weather flow
- Notification and coordination with property owners within work area
- A watertight seal at manhole connections between host and liner pipes
- Installation of fully structural CIPP – **15.0mm** finished thickness
- Installation of National Liner per manufacturer's instructions, ASTM 1216
- Reinstatement of active service connections with a smooth, brushed finish
- Televising of sewers after installation of liner

If during pre-inspection prep work it is determined active leaks must be sealed prior to CIPP installation, chemical grout will be completed at a time and material rate of **\$350.00 per hour (port-to-port) and \$12.00 per gallon** of AV100 grout. Assuming (+/-) 2 days to seal leaks that need to be addressed, this item is estimated to be (+/-) \$10,500.00.

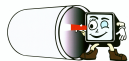
The City of Baraboo shall provide equipment access to all manholes, water from nearby hydrants (without charge), and a dump site for any captured debris. Thank you for the opportunity to quote on this project. Please do not hesitate to call us at 262-695-2340 if you have any questions.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

Date: _____ Signature: _____



The Expeditors Inc.

139 N. Main St., Dousman, WI 53118

Tel. 1-800-657-0879

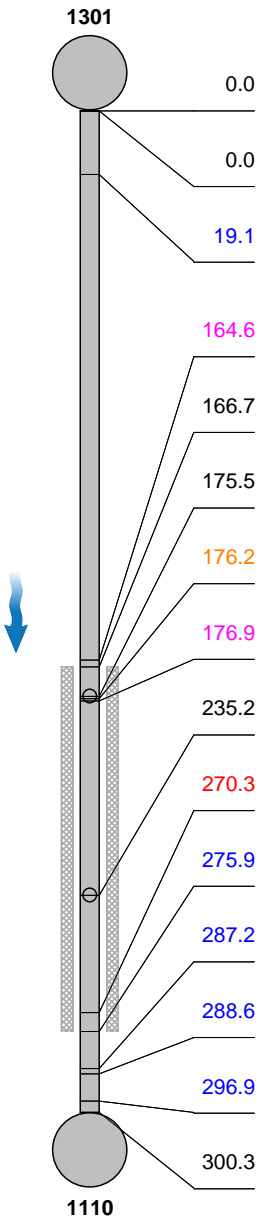
theexpeditors@aol.com

Inspection report

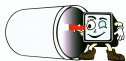
Date: 10/19/2022	Work Order:	Weather: Dry	Surveyed By: Joshua Strauss	Certificate Number: U-0120-703R2734	Pipe Segment Ref.: 1301-1110
Year laid:	Pre-cleaning: Not Known	Direction: Downstream	Pipe Joint Length:	Total Length: 300.3'	Length Surveyed: 300.3'

City: Baraboo	Drainage Area:	Upstream MH: 1301
Street: Water St.	Media Label:	Up Rim to Invert: 0.0
Location Code: Local rural streets with light traffic	Flow Control:	Downstream MH: 1110
Location Details:	Sheet Number:	Down Rim to Invert: 0.0
Pipe shape: Circular	Sewer Use: Sanitary Sewage Pipe	Total gallons used: 0.0
Pipe size: 27"	Sewer Category: SEC	Joints passed: 0
Pipe material: Vitrified Clay Pipe	Purpose: Routine Assessment	Joints failed: 0
Lining Method:	Owner:	

Additional Info:

1:2267	Distance	Code	Observation	Counter	Photo	Grade		
	0.0	AMH	Manhole / 1301 Upstream	00:00:00				
	0.0	MWL	Water Level, 20% of the vertical dimension	00:00:00				
	19.1	DAE	Deposits Attached Encrustation, 5% of cross sectional area from 7 o'clock to 11 o'clock, within 8 inch	00:00:50	1301-1110_27281dfa-0887-4f94	M2		
	164.6	IRJ	Infiltration Runner Joint from 11 o'clock to 1 o'clock, within 8 inch	00:05:01	1301-1110_c6728252-4d89-441	M4		
	166.7	S01	DAE	Deposits Attached Encrustation, 5% of cross sectional area from 7 o'clock to 5 o'clock, Start	00:05:26	1301-1110_0c871c10-8bda-413		
	175.5	TF	Tap Factory Made at 12 o'clock, dia/height: 6inch	00:05:47	1301-1110_108e5e9d-cc5b-48			
	176.2	FL	Fracture Longitudinal at 1 o'clock, within 8 inch	00:05:58	1301-1110_4d18bb9b-1c33-42	S3		
	176.9	IRJ	Infiltration Runner Joint from 7 o'clock to 11 o'clock, within 8 inch	00:06:13	1301-1110_c7d9c086-119b-421f	M4		
	235.2	TF	Tap Factory Made at 12 o'clock, dia/height: 4inch	00:08:22	1301-1110_67812f3f-5799-46fc-			
	270.3	IGJ	Infiltration Gusher Joint from 7 o'clock to 5 o'clock, within 8 inch	00:09:30	1301-1110_4395578f-16c3-4cc2	M5		
	275.9	F01	DAE	Deposits Attached Encrustation, 5% of cross sectional area from 7 o'clock to 5 o'clock, Finish	00:10:11	1301-1110_c5cbc2eb-4fed-4bfa-	M2	
	287.2	DAE	Deposits Attached Encrustation, 5% of cross sectional area from 12 o'clock to 12 o'clock, within 8 inch	00:10:44	1301-1110_04c2c0b7-a20f-409f-	M2		
	288.6	IWJ	Infiltration Weeper Joint from 1 o'clock to 5 o'clock, within 8 inch	00:11:06	1301-1110_2ca74a8b-a594-4d5	M2		
	296.9	DAE	Deposits Attached Encrustation, 5% of cross sectional area from 1 o'clock to 4 o'clock	00:11:55	1301-1110_f7f6e891-56e4-4433	M2		
	300.3	AMH	Manhole / 1110 Downstream	00:12:22	1301-1110_3cadf5a0-71a6-47b			
QSR	QMR	QOR	SPR	MPR	OPR	SPRI	MPRI	OPRI
3100	5142	5142	3.0	65.0	68.0	3.0	2.2	2.3

Baraboo Sanitary 1-3 2022 // Page: 77

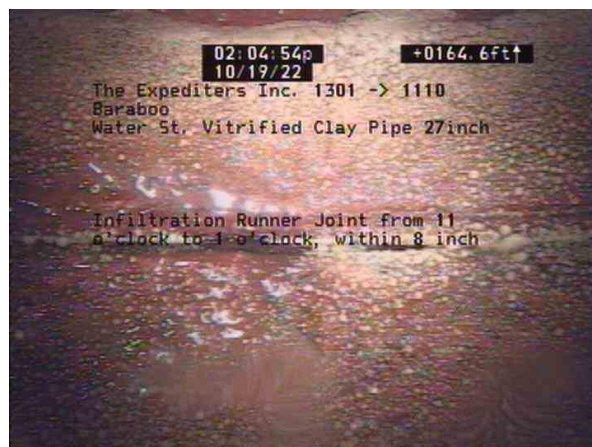


Section Pictures - 10/19/2022 - 1301-1110

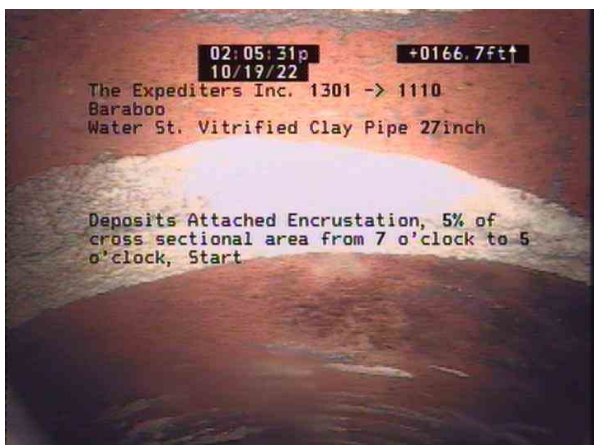
City	Street	Date	Pipe Segment Reference	Section No.
Baraboo	Water St.	10/19/2022	1301-1110	23



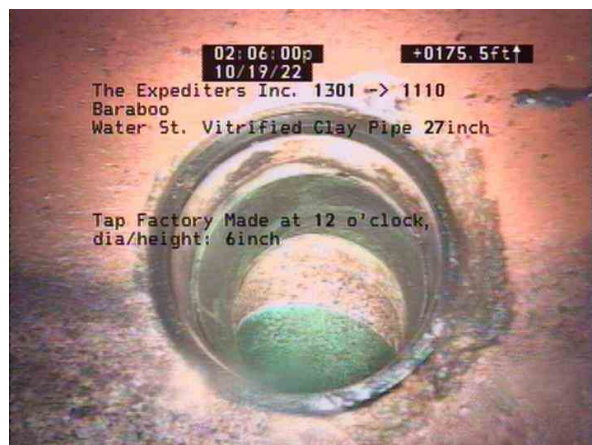
1301-1110_27281dfa-0887-4f94-b4b3-f6e918ad30df_20221019_141025_887.jpg, 00:00:50, 19.10ft
Deposits Attached Encrustation, 5% of cross sectional area



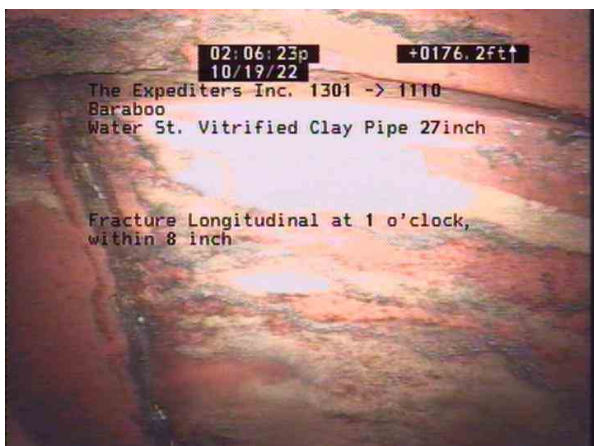
1301-1110_c6728252-4d89-441a-86ce-667cb5910a77_20221019_141513_627.jpg, 00:05:01, 164.60ft
Infiltration Runner Joint from 11 o'clock to 1 o'clock, within 8



1301-1110_0c871c10-8bda-413d-8a74-ecf0e719d29c_20221019_141551_112.jpg, 00:05:26, 166.70ft
Deposits Attached Encrustation, 5% of cross sectional area



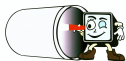
1301-1110_108e5e9d-cc5b-4825-8abc-249b2ca44490_20221019_141619_772.jpg, 00:05:47, 175.50ft
Tap Factory Made at 12 o'clock, dia/height: 6inch



1301-1110_4d18bb9b-1c33-42ae-823c-3b1f14041a07_20221019_141642_944.jpg, 00:05:58, 176.20ft
Fracture Longitudinal at 1 o'clock, within 8 inch



1301-1110_c7d9c086-119b-421f-89a7-bedb0ce2f169_20221019_141710_746.jpg, 00:06:13, 176.90ft
Infiltration Runner Joint from 7 o'clock to 11 o'clock, within 8



Section Pictures - 10/19/2022 - 1301-1110

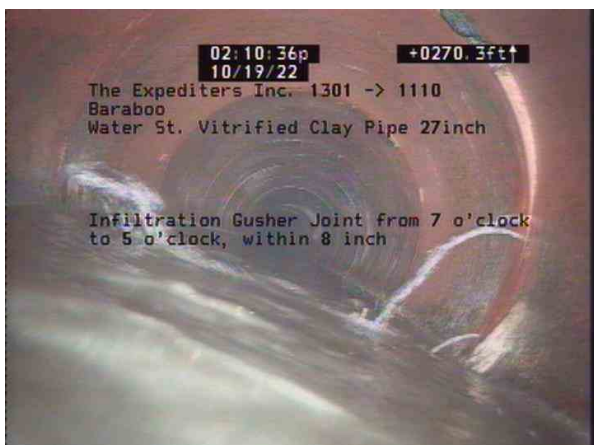
City	Street	Date	Pipe Segment Reference	Section No.
Baraboo	Water St.	10/19/2022	1301-1110	23



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Infiltration Runner Joint from 7 o'clock to 11 o'clock, within 8



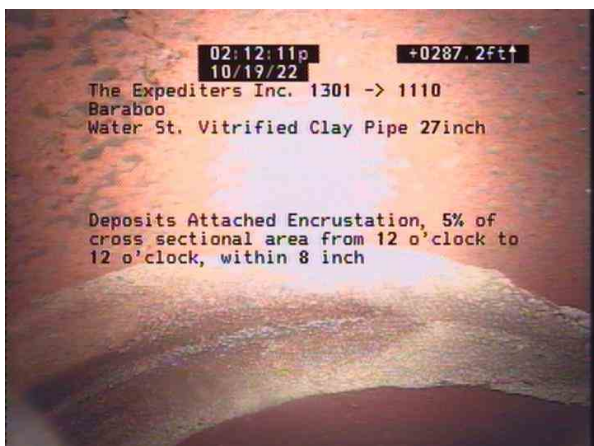
1301-1110_67812f3f-5799-46fc-91ef-65eb56d35a24_20221019_141926_751.jpg, 00:08:22, 235.20ft
Tap Factory Made at 12 o'clock, dia/height: 4inch



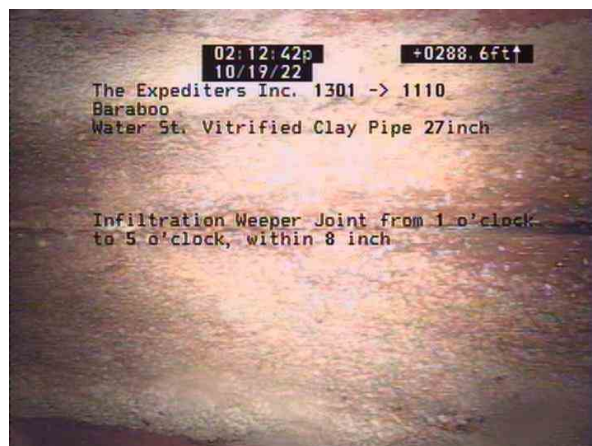
1301-1110_4395578f-16c3-4cc2-a07c-cd7c8dc396cb_20221019_142056_152.jpg, 00:09:30, 270.30ft
Infiltration Gusher Joint from 7 o'clock to 5 o'clock, within 8



1301-1110_c5cbc2eb-4fed-4bfa-a26f-fbb0eb412954_20221019_142141_995.jpg, 00:10:11, 275.90ft
Deposits Attached Encrustation, 5% of cross sectional area from 7 o'clock to 5 o'clock, Finish



1301-1110_04c2c0b7-a20f-409f-b6ef-68d994195b6e_20221019_142231_251.jpg, 00:10:44, 287.20ft
Deposits Attached Encrustation, 5% of cross sectional area



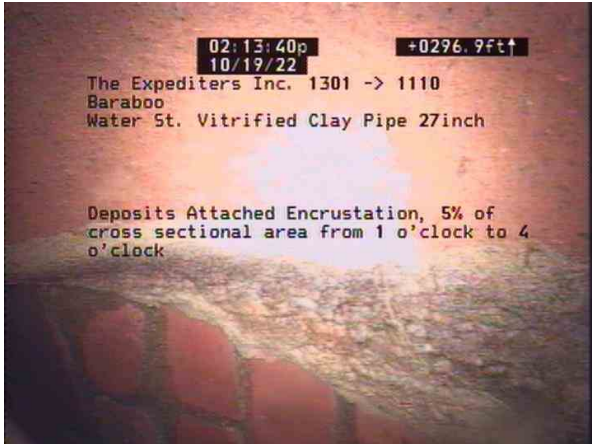
1301-1110_2ca74a8b-a594-4d5b-930d-f22fb79e9aaf_20221019_142301_924.jpg, 00:11:06, 288.60ft
Infiltration Weeper Joint from 1 o'clock to 5 o'clock, within 8



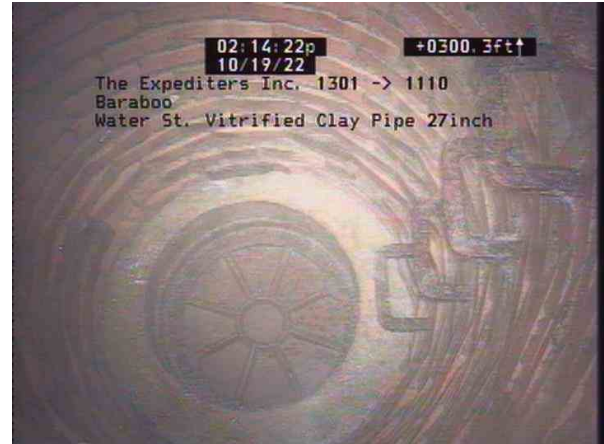
The Expeditors Inc.
139 N. Main St., Dousman, WI 53118
Tel. 1-800-657-0879
theexpeditors@aol.com

Section Pictures - 10/19/2022 - 1301-1110

City Baraboo	Street Water St.	Date 10/19/2022	Pipe Segment Reference 1301-1110	Section No. 23
------------------------	----------------------------	---------------------------	--	--------------------------



1301-1110_f7f6e891-56e4-4433-b3ae-b0a46f423b15_20221019_142359_654.jpg, 00:11:55, 296.90ft
Deposits Attached Encrustation, 5% of cross sectional area



1301-1110_3cadf5a0-71a6-47b2-97c5-a7c8fd57ec2e_20221019_142442_309.jpg, 00:12:22, 300.30ft
Manhole / 1110 Downstream

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background: The City contracts annually for the mowing of the median strips on STH 136 (formerly US Hwy 12). Proposals were received from 3 firms with the results as follows:

Top 2 Bottom	\$ 70.00 per mowing
Sunrise Property Care	\$ 75.00 per mowing
Little Guys Mowing Service	\$ 180.00 per mowing

The contractors also provided an hourly rate for weed pulling and trimming.

The Public Safety Committee reviewed these proposals at their April 3rd meeting and recommended award of this Proposal to the Top to Bottom.

Fiscal Note: (Check one) ☐ Not Required ☒ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Proposal for mowing of the STH 136 median strips from Top 2 Bottom in the amount of \$60.00 per mowing and \$30 per hour for additional weed pulling and trimming is hereby accepted and all other Proposals are rejected.

Offered by: Public Safety Comm. **Approved by Mayor:** _____

Motion:

Second:

Certified by City Clerk: _____

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background: The City contracts annually for the mowing of noxious weeds and rank growth on offending individual properties throughout the City of Baraboo. Once again this year, only a single Proposal was received with the results as follows:

**2023 Mowing Proposals
Noxious Weeds & Rank Growth Vegetation**

March 16, 2023

	Company	Sunrise Property Care (Price / Sq Ft)	
Improved Lot	Mowing 12" Weeds or Rank Growth	\$0.0125	
	Mowing 12" Weeds or Rank Growth w/collection	\$0.025	
Vacant Property	Mowing 12" Weeds or Rank Growth (< 0.5 acres)	\$0.015	
	Mowing 12" Weeds or Rank Growth w/collection (< 0.5 acres)	\$0.05	
	Mowing 12" Weeds or Rank Growth (> 0.5 acres)	\$0.008	
	Mowing 12" Weeds or Rank Growth w/collection (> 0.5 acres)	\$0.05	
	Chemical Application	\$0.04	
	Minimum Charge	\$50.00	

The contractor also provided an hourly rate to spray chemical herbicide for weed control.

The Public Safety Committee reviewed this proposal at their April 3rd meeting and recommended award of this Proposal to the low bidder.

Fiscal Note: (Check one) ☐ Not Required ☒ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Proposal for mowing of weeds and rank growth from Sunrise Property Care in the amount of \$0.0125 per square foot for mowing an improved lot \$0.015 per square foot for vacant property less than 1/2-acre, \$0.008 per square foot for vacant property greater than 1/2-acre, and \$0.04 per square foot for weed control is hereby accepted.

Offered by: Public Safety Comm. **Approved by Mayor:** _____

Motion:

Second:

Certified by City Clerk: _____

RESOLUTION NO. 2023 -

Dated: April 11, 2023

The City of Baraboo, Wisconsin

Background

During the 2021 Budget process it was identified that the "Capital Fund 490" contained capital funds for every municipal department. Over the past year the monetary value for each department has been identified. Therefore, the need for a separate fund for each department will more efficiently track the balance, identify monetary needs, and record purchasing activity.

Now that the proper allocation of these dollars has been identified, the approval by the Finance Committee and Common Council is needed to create the City's general ledger system. The total to be allocated of \$199,868.81 is allocated based upon the relationship of the depreciation amount in the following Funds:

- | | |
|-----------------------------------|-------------|
| • Fund 420, Fire | \$55,224.05 |
| • Fund 422, Police | \$13,615.09 |
| • Fund 423, Public Works/Engr | \$66,540.52 |
| • Fund 424, General Government/IT | \$13,286.96 |
| • Fund 425, Park Equipment | \$ 8,265.77 |
| • Fund 426, Park Amenities | \$0 |
| • Fund 790, Leased Vehicles | \$42,936.42 |

Note: (✓one)	[x] Not Required	[] Budgeted Expenditure	[] Not Budgeted
Comments:			

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That, new capital funds for "Police Fund", "Sanitation", "General Government/IT Fund" "Park Equipment Fund", "Park Amenities Fund" and "Leased Vehicles" will be created, the Finance Director is hereby authorized upon the passage of this Resolution to transfer the corresponding dollars to each fund:

- | | |
|-----------------------------------|-------------|
| • Fund 420, Fire | \$55,224.05 |
| • Fund 422, Police | \$13,615.09 |
| • Fund 423, Public Works/Engr | \$66,540.52 |
| • Fund 424, General Government/IT | \$13,286.96 |
| • Fund 425, Park Equipment | \$ 8,265.77 |
| • Fund 426, Park Amenities | \$0 |
| • Fund 790, Leased Vehicles | \$42,936.42 |

Offered by: Finance/Personnel Comm.**Approved:** _____**Motion:****Second:****Attest:** _____

Distribute funds in Capital Equipment Fund 490

\$199,868.81

Based on ANNUAL DEPRECIATION

	New Fund	Annual Depreciation of Equipment	Amount to Allocate to Capital Equipment Funds	Annual Depreciation of Vehicles	Amount to Allocate to Leased Vehicle Fund
Genl Govt/IT	424	40,087	13,286.96	4,445	
Police	422	41,077	13,615.09	64,878	
Fire	420	166,612	55,224.05	17,122	
Public Works/Engineering	423	142,068	47,088.86	28,317	
PW Sanitation	423	58,686	19,451.65		
Parks	425	24,938	8,265.77	14,778	
		473,468	156,932.39	129,540	42,936.42

RESOLUTION NO. 2023 -**Dated: April 11, 2023****The City of Baraboo, Wisconsin**

Background: Pursuant to Resolution 2017-150, approved on March 27, 2018, the City approved a State-Municipal Financial Agreement with the DOT for preliminary design engineering of the Reconstruction of STH 33 project with an estimated 25% local share of design costs totaling \$270,750.

During the interim, the City evaluated whether to continue to utilize Alliant Energy's existing street lighting along the STH 33 corridor or replace it with new with City-owned street lighting, which was previously done on both the STH 136 (formerly USH 12) project south of the Baraboo River as well as the South Blvd reconstruction project. Since the DOT pays 50% of the cost for their standard street light poles and fixtures, the Public Safety Committee recommended that the City proceed with design for City-owned street lights on STH 33 and the Council approved a contract for Street Light Design Services on July 14, 2020.

Additionally, the City decided to take advantage of this opportunity to upgrade the existing sanitary sewer and water main systems on STH 33 as part of the project knowing that the cost would be 100% locally funded and incorporated into the STH 33 Project documents for bidding and construction. The Public Safety Committee recommended that the City proceed with design for sewer and water facility and the Council approved a contract for Street Light Design Services on December 10, 2019.

Since the City's share will now include costs that were not originally contemplated, the DOT has provided an updated State-Municipal Financial Agreement for this project. The cost of the preliminary design engineering for the project exceeded the original estimated amount so the 25% local share has increased. The local cost share for each of the respective improvements is detailed in the Agreement.

The preceding provisions were all included and approved in a revised SMFA on June 22, 2021, pursuant to Resolution 2021-43.

The project design has now progressed to a 90% stage and the final Plans, Specifications, and Estimate are due by May 1, 2023. The final estimated cost for the project has increased substantially over the last couple of years so it is necessary to review and approve the "final" SMFA, Revision #2.

The Finance Committee reviewed this matter at their meeting on April 11th and unanimously recommended approval of the Agreement.

Fiscal Note: (4 one) [X] Not Required [] Budgeted Expenditure [] Not Budgeted Comments Design costs were budgeted and approved previously and the capital costs will not be incurred until 2024.

**RESOLUTION APPROVING THE FINAL STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE-LET HIGHWAY PROJECT ON STH 33 BETWEEN
LINCOLN AVENUE & THE WESTERLY CITY LIMITS**

WHEREAS, the reconstruction of STH 33 between Lincoln Avenue and the westerly City Limits is scheduled for 2024; and

WHEREAS, the State of Wisconsin and the City of Baraboo will share the cost of this project pursuant to the term and conditions of the attached Agreement;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Baraboo approves the State/Municipal Financial Agreement for a State-Let Highway Project dated February March 07, 2023; ID # 5090-05-01/21/71/72.

BE IT FURTHER RESOLVED, that the City Council of the City of Baraboo authorizes the Mayor to execute the #2 Revision State/Municipal Financial Agreement.

Offered by: Finance Comm.

Motion:

Second:

Approved by Mayor: _____

Certified by City Clerk: _____



#2 Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

*This agreement supersedes the agreement
signed by the Municipality on July 23, 2021 and
signed by DOT on August 2, 2021.*

Revised Date: **March 7, 2023**

Date: December 4, 2018

I.D.: 5090-05-01/21/71/72

Road Name: STH 33

Title: Eight St., City of Baraboo

Limits: W. City Limits to Lincoln Ave.

County: Sauk

Roadway Length: 1.9 miles

The signatory **City of Baraboo**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: STH 33 is an urban principal arterial in the City of Baraboo, with the connecting highway beginning at the west city limit (start of the project) continuing to Lincoln Ave. (end of project). The urban section has a face to face curb of 44 feet. Parking is not allowed within this segment of STH 33. Current pavement surface has deteriorated with extensive cracks, ruts and spot surface repairs. The original pavement was constructed in 1988 (Concrete Pavement Section) and 1994 (Asphaltic pavement section).

Proposed Improvement - Nature of work: Replace existing pavement. Replace sidewalk curb ramps where necessary to meet ADA compliance.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Placing Sanitary Sewer and Water Main lines will be included in the contract and paid by the Municipality. The Municipality will be 100% responsible for the cost of placing municipal conduits. The Municipality will be 100% responsible for sidewalk and side road construction necessitated by the construction of municipal sanitary sewer and water main.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: (5090-05-01)					
Plan Development	\$ 1,408,600	\$ 1,056,450	75%	\$ 352,150	25%
Real Estate Acquisition: (5090-05-21)					
Acquisition	\$ 161,860	\$ 161,860	100%	\$ -	
¹ Construction: (5090-05-71)					
Roadway	\$ 11,400,000	\$ 11,400,000	100%	\$ -	
Street Lighting	\$ 633,300	\$ 316,650	50%	\$ 316,650	50%
Municipal Roadway Items	\$ 304,200	\$ -		\$ 304,200	100%
Non-Participating: (5090-05-72)					
Water Main	\$ 2,770,000	\$ -		\$ 2,770,000	100%
Sanitary Sewer	\$ 1,830,000	\$ -		\$ 1,830,000	100%

Total Cost Distribution **\$ 18,507,960** **\$ 12,934,960** **\$ 5,573,000**

1. Estimates include construction engineering.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Baraboo** (please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name Steve Flottmeyer

Title WisDOT SouthWest Region Planning Chief

Signature

Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by roadway construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 - 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 - 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 - 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - 8. Basis for local participation:
 - (a) Preliminary Engineering (5090-05-01):

The Municipality is responsible for 25% of design engineering costs for improvements on a Connecting Highway.
 - (b) Real Estate Acquisition (5090-05-21):

All real estate acquisitions necessitated by the roadway improvements are 100% eligible for State funding and will be purchased by the State.
 - (c) Construction (5090-05-71):
 - i. Roadway: Construction costs necessitated by the roadway improvements are 100% eligible for Federal/ State funding.
 - ii. Street lighting: New continuous street lighting designed to accepted WisDOT standards and installed at time of construction is 50% eligible for Federal/State funding. The Municipality may request decorative lighting in place of standard lighting; however, the State will only participate in 50% of the standard lighting cost. All future maintenance and operation costs of the street lighting are the responsibility of the Municipality.
 - iii. Municipal Roadway Items: New concrete sidewalk costs necessitated from placing new sanitary sewer and/or water laterals are 100% the responsibility of the Municipality. The Municipality is responsible for 100% of the costs to construct side roads extended to accommodate municipal utility extensions and all municipal conduit extensions.
 - (d) Non-Participating:
 - i. Water Main: The Municipality is responsible for 100% cost of installing new Water Main. These costs are not eligible for Federal/State funding.
 - ii. Sanitary Sewer: The Municipality is responsible for 100% cost of installing new Sanitary Sewer system. These costs are not eligible for Federal/State funding.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

13.1
Ordinance No.

The City of Baraboo, Wisconsin

Background: The Plan Commission received a request from Northcore Industries, Inc. to rezone a parcel of land from B-3, Highway Oriented Business to I-4, Planned Industrial/Business. Said land is located on the southwest corner of Commerce Avenue and Hatchery Road.

The Plan Commission reviewed this request and unanimously recommended the approval of the proposed rezoning of this property at the meeting on March 21, 2023.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

An Ordinance amending Section 17.18(4)(a) and the Zoning District Map rezoning the northerly 3.59 acres Lot 3, of Sauk County Certified Survey Map No. 5479, located on the southwest corner of Commerce Avenue and Hatchery Road in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, in the City of Baraboo, Sauk County, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. Section 17.18(4)(a) Ordinances is hereby revised to reflect the following rezoning: the northerly 3.59 acres Lot 3, of Sauk County Certified Survey Map No. 5479, located on the southwest corner of Commerce Avenue and Hatchery Road in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, in the City of Baraboo, Sauk County, Wisconsin from B-3, Highway Oriented Business to I-4, Planned Industrial/Business.
2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the _____ day of April 2023 and is recorded on page _____ of volume _____. A summary of this Ordinance was published in the local newspaper on the _____ day of April, 2023.

City Clerk: _____

13.2
Ordinance No.

The City of Baraboo, Wisconsin

Background: The Plan Commission received a request from Dennis Midthun to rezone his parcel of land from B-1, Central Business to R-1A, Single-Family Residential. Mr. Midthun's property is located at 821 Broadway on the southwest corner of its intersection with 7th Avenue.

The Plan Commission reviewed this request and unanimously recommended the approval of the proposed rezoning of this property at the meeting on March 21, 2023.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

An Ordinance amending Section 17.18(4)(a) and the Zoning District Map rezoning the property located at 821 Broadway, being the easterly 60 feet of the northerly 70 feet of Lot 1, Block 9, City of Baraboo, formerly Adams, Sauk County, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. Section 17.18(4)(a) Ordinances is hereby revised to reflect the following rezoning: the property located at 821 Broadway, being the easterly 60 feet of the northerly 70 feet of Lot 1, Block 9, City of Baraboo, formerly Adams, Sauk County, Wisconsin, located on the southwest corner of Broadway and 7th Avenue, from B-1, Central Business to R-1A, Single-Family Residential.
2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the _____ day of April 2023 and is recorded on page _____ of volume _____. A summary of this Ordinance was published in the local newspaper on the _____ day of April, 2023.

City Clerk: _____

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
MARCH

PERMIT TYPE	2022						2023					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	1	\$0.00	\$1,352,825.00	\$0.00	\$642.80
Commercial Addition	1	1	\$9,731,600.00	\$9,731,600.00	\$0.00	\$0.00	0	1	\$0.00	\$379,064.00	\$0.00	\$525.36
Commercial, Alterations	4	8	\$90,600.00	\$911,600.00	\$835.35	\$1,445.85	0	2	\$0.00	\$427,000.00	\$0.00	\$1,106.05
Commercial, Razing	0	1	\$0.00	\$20,000.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Residential , New SF	0	0	\$0.00	\$0.00	\$0.00	\$0.00	6	7	\$1,876,000.00	\$2,061,000.00	\$4,807.96	\$5,630.46
Residential, New Duplex	0	0	\$0.00	\$0.00	\$0.00	\$0.00	4	4	\$2,414,230.00	\$2,414,230.00	\$4,621.13	\$4,621.13
Residential, Additions	1	2	\$35,000.00	\$125,000.00	\$100.00	\$404.20	1	1	\$37,000.00	\$37,000.00	\$100.00	\$100.00
Residential Remodel	9	16	\$143,024.00	\$222,558.00	\$675.00	\$1,299.83	4	14	\$170,466.00	\$509,500.00	\$620.61	\$2,413.95
Residential, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Accessory Building Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Roofing/Siding/Windows	7	12	\$72,000.00	\$168,873.00	\$432.00	\$1,013.24	2	16	\$28,152.00	\$242,639.00	\$177.43	\$1,551.20
Garage/Sheds/Deck/Fence	8	10	\$74,600.00	\$79,600.00	\$615.00	\$735.00	5	6	\$23,500.00	\$30,500.00	\$315.00	\$495.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	7	\$0.00	\$10,137,363.00	\$0.00	\$35,073.56
Plumbing Only	1	2	\$1,500.00	\$181,500.00	\$60.00	\$120.00	0	1	\$0.00	\$17,750.00	\$0.00	\$60.00
Electrical Only	1	7	\$8,000.00	\$12,000.00	\$60.00	\$420.00	0	2	\$0.00	\$3,250.00	\$0.00	\$120.00
HVAC Only	1	2	\$2,485.00	\$4,885.00	\$60.00	\$120.00	0	1	\$0.00	\$52,570.00	\$0.00	\$60.00
Sign Permits	3	4	\$6,770.00	\$7,270.00	\$180.00	\$240.00	3	5	\$18,570.00	\$97,600.00	\$240.00	\$540.00
Solar Install	1	4	\$5,800.00	\$38,335.00	\$60.00	\$240.00	1	6	\$3,389.00	\$94,211.00	\$60.00	\$360.00
Misc. Permits	1	4	\$0.00	\$6,000.00	\$60.00	\$220.00	2	4	\$0.00	\$20,000.00	\$210.00	\$270.00
TOTALS	38	73	\$10,171,379.00	\$11,509,221.00	\$3,137.35	\$6,288.12	28	79	\$4,571,307.00	\$17,876,502.00	\$11,152.13	\$53,599.51

Finance/Personnel Committee Meeting Minutes

March 14, 2023, 5:30 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Members Present: Kent, Petty, Sloan

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, M. Hardy, T. Gilman, T. Pinion

1. Call Meeting to Order

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of February 28 2023

Moved by: Kent

Seconded by: Petty

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

2. Action Items

2.a Accounts Payable

Moved by: Petty

Seconded by: Kent

Recommend to Common Council on paying \$622,347.54.

CARRIED (3 to 0)

2.b Appoint City Attorney

Adm. Bradley noted that we have been working with Boardman & Clark for attorney services for the last few years. Essentially, they are handling anything with corporate business, to include litigation and any day to day issues. Any time there is a conflict, or any economic development, we use VonBriesen for services. With the strong representation in Baraboo, we will have access to attorneys in the area. Going this route allows the City access to attorneys with knowledge of various subjects. The "standard" legal fees, no projects and/or TIF's, for 2022 was approximately \$105,000. Ald. Kent notes that it would be nice to have legal counsel available for Council meetings; he feels there is a little lack of support here. The committee discussed various options such as calling emergency meetings, requesting legal counsel to attend certain meetings, etc. The City has the option to appoint a new attorney at any time.

Moved by: Petty

Seconded by: Kent

Recommend to Common Council appointing Steven C. Zach as City Attorney and other attorneys with Boardman & Clark, LLP as Assistant Attorneys on an as needed basis.

CARRIED (3 to 0)

2.c Toolcat Purchase

T. Gilman explained that this item will be shared between Parks and Public Works. If we wait until 2024 to put down payment on it, we are looking at about a year out. This resolution is requesting approval of a \$5,000 down payment for a 2024 model, with the balance due at the first of 2024. Funds are available in the Public Works Capital funds to cover this purchase. The Toolcat will be used significantly for snow removal. For an annual cost of \$4,000 Bobcat will take back the unit we have and drop off a brand new one; it will never be out of warranty and the funds will be built into the operating budget.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council on authorizing the budget transfer amendment and the purchase of a Bobcat "Toolcat" for Public Works.

CARRIED (3 to 0)

2.d Wisconsin DOT TAP Grant

M. Hardy explained that we may be eligible for this DOT Transportation Alternatives Program (TAP) grant to assist with covering the cost of the design and construction of the Oak Street ADA path. Once the old abutment was taken down, they did not see the need to create another "tower", the new proposed design will include rest platforms. This is an 80/20 match grant, with the matching funds are available from non-tax levy sources.

Moved by: Petty

Seconded by: Kent

Recommend to Common Council to apply for a 2023 Wisconsin DOT TAP Grant for the design and construction of the Oak Street ADA path.

CARRIED (3 to 0)

2.e Parks and Recreation Grant Agreement

M. Hardy explained that we have received this Sauk County Extension grant in the past and does require an agreement. These funds will be used for the signage at Chief Naaga Keramani Park. We will be working with representatives from Ho-Chunk as well as the Historical Society on this project. This resolution is requesting approval to sign the agreement, accepting the \$3,000 grant.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council to authorize Parks & Recreation to sign grant agreement for \$3,000 for the Keramani Park Interpretive Signage Grant offered by the Sauk County arts and Culture Committee.

CARRIED (3 to 0)

3. Discussion Items

3.a Purchasing Policy

The Committee reviewed the Purchasing Policy and agree with the changes that have been made. This will be brought back to the next meeting as an action item.

4. Adjournment

Moved by: Petty

Seconded by: Kent

That the meeting adjourn at 6:14pm.

CARRIED (3 to 0)

Brenda Zeman, City Clerk

Minutes of Plan Commission Meeting February 21, 2023

Call to Order – Mayor Nelson called the meeting of the Commission to order at 5:15 PM.

Roll Call – Present were Mayor Nelson, Phil Wedekind, Jim O'Neill, Roy Franzen, Tom Kolb, Barry Hartup, and Matthew Boegner.

Also in attendance were Tom Pinion, Sam Russell, Kelly Young, Matt Filus, Chris & Chasity Gabrielson, Marianne Cotter, and Curt Larson.

Call to Order

- a. Note compliance with the Open Meeting Law. Mayor Nelson noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was moved by O'Neill, seconded by Kolb to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by Hartup, seconded by Wedekind to approve the minutes of January 27, 2023 meeting. Motion carried unanimously.

Public Invited to Speak (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) – Marianne Cotter addressed the Commission. Cotter said that she is co-chair of Power Up Baraboo. She thanked Russell Construction for their efforts to construct a state of the art medical facility. She asked what energy efficiency measures will be incorporated into the plans and, secondly if Russell Construction doing research on how the provisions of the infrastructure, investment and jobs act, and the inflation reduction act can reduce the cost of energy efficiency methods. She said together these bills can make clean energy more affordable.

Public Hearings

- a. Request of Russell Construction, Inc. (Applicant) on behalf of Coharbor Russell Group, LLC (Owner) to grant a Conditional Use Permit to develop a Community Based Outpatient Clinic facility on Lot 1 and 2 of CSM #5214 and that part of Lot 1 of CSM #6024 lying north of Lot 2 of said CSM and the westerly extension of the north line of said Lot 2, being located in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, on the southwest corner of State Rd 136 and Hatchery Road, City of Baraboo, Sauk County Wisconsin – There being no speakers, the hearing was declared closed.

New Business

- a. Consider Russell Construction, Inc's request, on behalf of the property owner, Coharbor Russell Group, LLC, for a Conditional Use Permit to develop a Community Based Outpatient Clinic facility on Lot 1 and 2 of CSM #5214 and that part of Lot 1 of CSM #6024 lying north of Lot 2 of said CSM and the westerly extension of the north line of said Lot 2, being located in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, on the southwest corner of State Rd 136 and Hatchery Road, City of Baraboo, Sauk County Wisconsin – Pinion presented the background for this request to the Commission. O'Neill asked if Cotter's concerns could be addressed. Kelly Young, representative of Coharbor Russell Group addressed the Commission. She said that she could not speak on the exact specifics, she did say that the VA is very concerned about sustainability and there a number of measure that their engineering team have provided. She said that she would welcome the opportunity to have the engineers more of this information. Pinion said that the VA has a pretty extensive requirement for new construction and modernization. Pinion said that if the Federal Government does not employ solar or geothermal he is not sure that the City has the ability to force them to do so. O'Neill asked if could be a condition of the conditional use. Pinion said he is not the legal counsel for the City; however, it is not is the zoning code and he feels that the Commission would be hard-pressed to require it to be done. Nelson asked how much bigger than the existing clinic this will be. Young said that it would be the equivalent of 4000 sq. feet and have expanded services of audiology, mental health, physical therapy, as well as general exams. It was moved by Wedekind, seconded by Boegner to approve the conditional permit to develop a Community Based Outpatient Clinic facility. On roll call vote for the motion, Ayes – Wedekind, Franzen, O'Neill, Kolb, Hartup, Boegner, and Nelson. Nay – 0, motion carried unanimously.
- b. Review and approve a Certified Survey Map that creates a single 3.44-acre lot on the southwest corner of the intersection of State Rd 136 and Hatchery Road, located in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, on the southwest corner of State Rd 136 and Hatchery Road, City of Baraboo, Sauk County, Wisconsin – Pinion said the existing property consists of three individual lots and the State Building Code forbids building across a lot line. He said since this is all now owned by a single owner, they have chosen to combine them all into a single lot. Pinion said that this also has a provision to dedicate formally the southern half of the Hatchery Road ROW, 33 foot stretch along

the entire property's frontage. Pinion said this is different than most, where the Commission's approval is advisory and ultimately goes to the Common Council since it involves dedication of road right-of-way. It was moved by Kolb, seconded by O'Neill to approve the CSM as presented. On roll call vote for the motion, Ayes – Franzen, O'Neill, Kolb, Hartup, Boegner, Nelson, and Wedekind. Nay – 0, motion carried unanimously.

- c. Review and approve the Site Plan for a proposed Community Based Outpatient Clinic facility on a 3.44-acre lot, located in the NE1/4 of the NW1/4 of Section 3, T11N, R6E, on the southwest corner of State Rd 136 and Hatchery Road, City of Baraboo, Sauk County, Wisconsin – Pinion presented the background to the Commission. He presented some of the samples that will be used on the building. The site plan complies with all setbacks and sufficient parking for their needs. Stormwater plan meets City requirements, will be sent to DNR for review because it is more than one acre. Landscaping plan exceeds City requirements. It was moved by Kolb, seconded by Wedekind to approve the site plan for the proposed Community Based Outpatient Clinic conditioned on the lighting plan and signage being submitted and approved by the City Engineer. Nelson asked should the demand increase in the next 15-20 years would there be the opportunity to add on to this building or abandoned to another location. Nelson then asked if parking could be in the back instead of the front, Young said that this is how the VA asked for it to be laid out. On roll call vote for the motion, Ayes – O'Neill, Kolb, Hartup, Boegner, Nelson, Wedekind, and Franzen. Nay – 0, motion carried unanimously.
- d. Discuss a conceptual one-lot Certified Survey Map comprised of approximately 10.66 acres of the wooded land on the northerly portion of the 140-acres of land owned by L & B Schwartz Properties Limited Partnership, immediately south and east of the south end of the stub end of the Valley View Drive right-of-way, located along the southerly boundary of the Pleasant View Subdivision in the NE1/4 of the NW1/4 & the NW1/4 of the NE1/4 Section 31, T12N, R7E, City of Baraboo, Sauk County Wisconsin – Pinion presented detailed background for the CSM. He said the CSM is in front of the Commission for informal, nonbinding feedback. Pinion said it doesn't neatly fit into the regulations contained in Chapter 18. He said that if this is approved, at a future meeting there would be a building permit, and one of the requirements of occupancy that it has frontage on a fully improved right-of-way. Therefore, that would require the improvement of the southerly 80-90 feet of Valley View Drive. Question was raised if this property could have a well and septic. Pinion said the answer is yes; however, when municipal sewer and water become available, they have to connect within a prescribed time period. Kolb said there would still be a problem that it is not a fully improved right-of-way. Pinion said short of what he suspects would be a very lengthy legal document providing an agreement as to how that would be solved and what would trigger it to be resolved he does not know. After a lengthy discussion it was the consensus of the Commission that this is very problematic and it would require a future right-of-way with an agreement.
- e. Review a Conceptual Development Plan in accordance with Step 2 of the Planned Development rezoning process for the purpose of operating a pet grooming business in an accessory structure on an existing single-family residential lot in the 600 Block of 7th Avenue by Chasity Gabrielson – Pinion presented the background regarding this request to the Commission. Pinion feels that a Planned Unit Development is the best option for Chasity to reach her goal. Kolb complimented Gabrielson on her detailed submission and feels a PUD is the only way to go. It was the consensus of the Commission to proceed.

Adjournment - It was moved and seconded to adjourn at 6:18 p.m. Motion carried unanimously.

Rob Nelson, Mayor