



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, May 23, 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 (Voice Vote) May 1 & 9, 2023	4
4. APPROVAL OF AGENDA (Voice Vote)	
5. COMPLIANCE WITH OPEN MEETING LAW NOTED	
6. PRESENTATIONS <i>None Scheduled.</i>	
7. PUBLIC HEARINGS <i>None Scheduled.</i>	
8. PUBLIC INVITED TO SPEAK <i>(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.)</i>	
9. MAYOR'S BUSINESS	
9.1 Budget Listening Session on Wednesday, June 14th starting at 6:00pm at the UW-Platteville Baraboo Campus	
9.2 The Carnegie-Schadde Memorial Library will remain closed through June 4, and will re-open in its new addition on Monday, June 5.	
9.3 National Public Works Week The Mayor would like to recognize the City of Baraboo Public Works Department. National Public Works Week is May 21-27, 2023.	
10. CONSENT AGENDA (Roll Call)	
10.1 Accounts Payable Approve the Accounts Payable to be paid in the amount of \$	17
10.2 Temporary Liquor License Consider approving the Temporary Liquor License (AKA Picnic License) for Friends of the Baraboo Zoo, Zoo Crew, 06/03/2023.	18
10.3 Budget Amendments Approve the 1st Qtr. 2023 Budget Amendments. (Ostrander)	19
11. ORDINANCES ON 2nd READING <i>None.</i>	

12. NEW BUSINESS- RESOLUTIONS

- | | | |
|------|---|----|
| 12.1 | Giraffe Sculpture Donations | 21 |
| | Consider accepting the donation of two giraffe sculptures valued at \$19,000 from Baraboo Public Arts Association and approve installation in Myron Park. (Hardy) | |
| 12.2 | Dr. Evermore Bird Sculpture Donation | 25 |
| | Consider accepting a donation of a Dr. Evermore bird sculpture valued at \$6,000 from Baraboo Public Arts Association and approve installation in Mueller Riverfront Park. (Hardy) | |
| 12.3 | Safe Drinking Water Loan Application | 27 |
| | Consider application for the Safe Drinking Water Loan Program for water system upgrades for the State Highway 33 reconstruction project. (Peterson) | |
| 12.4 | Clean Water Fund Loan Application | 29 |
| | Consider application for the Clean Water Fund loan for funding sewer upgrades of the State Highway 33 Street Reconstruction. (Peterson) | |
| 12.5 | Water Utility Simplified Rate Case Application | 31 |
| | Consider approving an application for a Water Utility Simplified Rate Case to the Public Service Commission (PSC). (Peterson) | |
| 12.6 | Liquor License Application | 32 |
| | Consider approving a Class "B" Fermented Malt Beverage Liquor License for Hong Yan, LLC (d/b/a Peking Buffet), 1204 8th St. (Zeman/Sinden) | |
| 12.7 | Comprehensive Plan | 33 |
| | Consider entering into an agreement with Short Elliott Hendrickson Inc. (SEH, Inc.) for the purpose of updating the City's Comprehensive Plan. (Bradley) | |
| 12.8 | Final Plat for Spirit Lake | 59 |
| | Consider approving the Final Plat of Spirit Lake, a 7-Lot subdivision located on 53.343 acres of property, being a part of Sauk County Certified Survey Map No. 1685, part of the NE1/4 of the SE1/4, and part of the SE1/4 of the SE1/4 of Section 4, T11N, R6E, City of Baraboo, Sauk County, Wisconsin. (Pinion) | |

13. NEW BUSINESS ORDINANCES

None.

14. COMMITTEE OF THE WHOLE

Moved by _____, seconded by _____, to enter Committee of the Whole to discuss the following:

- Strategic Plan

Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. (*Roll Call*)

15. ADMINISTRATOR AND COUNCIL COMMENTS

(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.)

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16. REPORTS, PETITIONS, AND CORRESPONDENCE

The City acknowledges receipt and distribution of the following:

Reports: None

Copies of meeting minutes included in this packet:

Finance...4-25-2023

Administrative...5-2-2023

Copies of meeting minutes in City Clerk's files:

BID...3-8-2023, 4-19-2023

PFC...4-17-2023, 5-4-2023, 5-9-2023

Public Arts...4-20-2023

Plan...3-21-2023

CDA...4-4-2025, 4-25-2023

Park & Rec...4-10-2023

Library...4-18-2023

17. ADJOURNMENT (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.

Common Council Meeting Minutes**May 1, 2023, 6:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Olson, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Others Present: Adm. Bradley, Clerk Zeman, J. Ostrander, members of the press and others.

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 6:00pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

Moved by: Ellington

Seconded by: Kolb

Motion: CARRIED

4. COMPLIANCE WITH OPEN MEETING LAW NOTED

5. COMMITTEE OF THE WHOLE

Moved by Thurow, seconded by Petty, and carried unanimously to enter Committee of the Whole to conduct training on Parliamentary Procedures.

Mayor Nelson introduced Steve Zach, attorney for the City of Baraboo. Attorney Zach presented the following information:

- Roles of the Mayor, the City Administrator, and the Common Council.
- What is an Open Meeting, the requirements for holding an open meeting, and Closed Session vs Open Session.
- Parliamentary Procedures including what is needed for a quorum, what is a walking quorum, how to take action, classes and types of motions, move to put the question before Council, and suspending Council rules.
- What is an Open Record, who and how can the request be made, who is responsible for the request, protected employee information, and confidential information.

Moved by Petty, seconded by Kent, and carried unanimously to rise and report from Committee of the Whole and return to regular session.

6. ADJOURNMENT

Moved by: Hazard

Seconded by: Sloan

That the meeting adjourn at 7:57pm.

Motion: CARRIED

Brenda M. Zeman, City Clerk

Common Council Meeting Minutes**May 9, 2023, 7:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Absent: Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow, David Olson

Others Present: Chief Sinden, Adm. Bradley, Clerk Zeman, J. Ostrander, T. Pinion, members of the press and others.

1. CALL TO ORDER

Council President Sloan 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: Petty

Seconded by: Kent

Motion: CARRIED

4. APPROVAL OF AGENDA

Moved by: Ellington

Seconded by: Petty

Motion: CARRIED

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

George Stopper, a member of the Honor Roll Committee, presented proposed changes to the Honor Roll Memorial.

7. PUBLIC HEARINGS

None Scheduled.

8. PUBLIC INVITED TO SPEAK

Marianne Cotter, 907 Second Street, spoke in favor of the City's membership to the Wisconsin Local Government Climate Coalition. Joining this coalition will allow the City to have access to up to date information on possible grants and also learn best practices from other municipalities. It also allows the City to benefit from knowledge and research that has already been done. Members of the coalition are very eager and willing to share what they have learned; by joining, we may also be a resource for other municipalities. She feels it makes good sense to address these challenges together as municipalities across Wisconsin.

Christin Harding, 1021 Ash Street, spoke in favor of the City's membership to the Wisconsin Local Government Climate Coalition. As a child, a bike was our first freedom that required nothing but our own legs; riding bike is about the most efficient and cleanest mode of transportation. She would like to see Baraboo ranked high as a "bike friendly" community. The past 20-years have included some massive changes to the Baraboo area, not all of them positive. She feels we are at a turning point where our future kids are going to look back on the decisions we've made as far as the environment and our community. If we want our children and grandchildren to enjoy what we have now, we need to work harder at preserving it. Clean water, air and land is essential for a good life and she feels signing this resolution is a really good start.

9. MAYOR'S BUSINESS

- Council President Sloan congratulated Pat Hermesen with the Baraboo Public Works Department on his 10th anniversary. Congratulations Pat!

- The Carnegie-Schadde Memorial Public Library will be closed Saturday May 13th through Sunday June 4th as City and Library staff move their operations into the new addition. The library will re-open on Monday, June 5th.

10. CONSENT AGENDA

Moved by: Petty

Seconded by: Ellington

Motion: CARRIED (9 to 0)

10.1 Accounts Payable

Resolution No. 2023-075

THAT the Accounts Payable, in the amount of \$533,817.73 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

10.2 2022 4th Quarter Budget Amendments

Resolution No. 2023-076

That the following budget amendments are authorized:

- 4th Quarter, 2022 City-Wide Supplemental budget Amendments for \$259,740
- 4th Quarter, 2022 City-Wide Budgetary Transfers \$30,000

Account Number	Department	Account	Original Budget	Debit/(Credit)	New Appropriations (Only)	Amended Budget
100-30-53100-120-000	Mapping & Engineering	Wages	83,652.00	(9,561.00)		74,091.00
100-10-59242-900-000	General Government IT	Cost Reallocation	12,000.00	9,561.00	(9,561.00)	21,561.00
424-10-49210-000	Capital	Transfer from General Fund	(12,000.00)	(9,561.00)		(21,561.00)
424-10-51450-814-000	General Government IT		23,500.00	9,561.00	9,561.00	33,061.00
	Capital	Transfers to cover utilities at Civic Center				
100-52-55200-350-000	Parks	Repair & Maint Materials	3,800.00	(125.00)		3,675.00
100-52-55200-223-000	Parks	Heat	900.00	125.00		1,025.00
	Transfers to cover utilities at Zoo					
240-31-53420-270-000	Streetlighting	Special Services	10,000.00	(1,900.00)		8,100.00
240-31-53420-350-000	Streetlighting	Repair & Maint Materials	1,600.00	1,900.00		3,500.00
	Trans CC Materials to CC Equipment					
100-10-44110-000	General Fund Revenue	Liquor & Malt Beverage License	(21,400.00)	(250.00)		(21,650.00)
100-11-51420-210-000	General Fund - City Clerk	Publishing	250.00	250.00	250.00	500.00
	Approp license revenue for publications					
981-67-41000-200-000	Corson Square CDA	Contracted Services	1,000.00	30,000.00		31,000.00
981-67-75000-822-000	Corson Square CDA	Building Improvements	75,000.00	(30,000.00)		45,000.00
	Prop Add					
	Transfer capital \$ for housing program study					

100-52-55200-280-000	Parks	Repair & Maint Serv-Facilities	30,700.00	(640.00)	30,060.00
100-52-55200-392-000	Parks Transfer facility funds to small equip purchases	Small Equipment Purchase	1,670.00	640.00	2,310.00
100-31-53300-364-000	Street Department	Signs & Materials	8,000.00	(600.00)	7,400.00
100-31-53300-366-000	Street Department Trans Signs & Materials budget to Baracades/Lights	Barricades & Lights	-	600.00	600.00
100-52-55200-350-000	Parks	Repair & Maint Materials	3,875.00	(102.00)	3,773.00
100-52-56110-320-000	Parks - Forestry Trans Parks Maint Budget to Forestry Dues Budget	Dues and Subscriptions	755.00	102.00	857.00
100-11-51933-910-000	General Fund - Worker's Comp	Insurance Allocation	(114,446.00)	24,700.00	(89,746.00)
100-20-52110-910-000	Police	Insurance Allocation	85,537.00	(7,650.00)	77,887.00
100-21-52200-910-000	Fire Protection	Insurance Allocation	18,154.00	(2,950.00)	15,204.00
100-30-53100-910-000	Mapping & Engineering Support	Insurance Allocation	4,903.00	(950.00)	3,953.00
100-31-53230-910-000	PW Operations - Street Department	Insurance Allocation	33,890.00	(6,450.00)	27,440.00
100-31-53240-910-000	Machinery & Equipment - Street Department	Insurance Allocation	13,865.00	1,500.00	15,365.00
100-31-53620-910-000	Garbage & Refuse - Street Department	Insurance Allocation	9,738.00	(3,700.00)	6,038.00
100-52-55200-910-000	Parks	Insurance Allocation	44,360.00	(4,100.00)	40,260.00
100-31-53270-910-000	City Services Facility - Street Department Transfer insurance to match actual	Insurance Allocation	8,423.00	(400.00)	8,023.00
100-53-55420-223-000	Pool - Recreation	Heat	11,359.00	(300.00)	11,059.00
100-52-55200-223-000	Parks Transfer Pool Heat to Parks Heat	Heat	1,025.00	300.00	1,325.00
100-52-55200-280-000	Parks	Repair & Maint Serv-Facilities	30,000.00	(2,240.00)	27,760.00
100-52-55200-222-000	Parks Transfer repair/maint bdgt to electricity	Electricity	9,600.00	2,240.00	11,840.00
100-31-53300-371-000	Street Maintenance - Street Department	Bituminous Materials	12,000.00	(1,200.00)	10,800.00
100-31-53300-379-000	Street Maintenance - Street Department Trans materials bdgt to patch	Bitum. Matl - Patch	3,000.00	1,200.00	4,200.00
100-53-55300-340-171	Recreation	Operating - Aerobics	450.00	(291.00)	159.00

100-53-55300-340-100	Recreation	Operating - Tennis	415.00	142.00	557.00
100-53-55300-340-030	Recreation Trans Aerobic budget to Tennis/Basketball	Operating - Basketball	180.00	149.00	329.00
100-10-51410-320-000	Mayor	Dues & Subscriptions	1,100.00	(625.00)	475.00
100-15-56710-320-000	Economic Development Transfer Mayor budget for Ice Age Trail	Dues & Subscriptions	469.00	625.00	1,094.00
100-52-55410-350-000	Zoo - Parks	Repair & Maint Materials	1,100.00	(152.00)	948.00
100-52-55410-320-000	Zoo - Parks ZOO Transfer to cover Wolf workshop in MO	Dues and Subscriptions	500.00	152.00	652.00
100-52-55200-350-000	Parks	Repair & Maint Materials	3,573.00	(25.00)	3,548.00
100-52-55200-340-000	Parks Trans repair/maint budget to Operating Supp	Operating Supplies	9,200.00	25.00	9,225.00
100-52-55200-280-000	Parks	Repair & Maint Serv-Facilities	27,820.00	(2,200.00)	25,620.00
100-52-55200-348-000	Parks PKS Trans repair/maint budget to Gas Grease Oil	Gas. Diesel. Oil. Grease	17,000.00	2,200.00	19,200.00
100-52-55130-260-000	Parks - Civic Center	Repair & Maint Serv-Buildings	11,000.00	(492.00)	10,508.00
100-52-55130-250-000	Parks - Civic Center PKS Trans Building budget to Equipmwnr	Repair & Maint Serv-Equipment	3,500.00	492.00	3,992.00
100-30-53100-252-000	Mapping & Engineering Support	Software service and support	4,200.00	230.00	4,430.00
100-30-53100-320-000	Mapping & Engineering Support Transfer for cover GIS software	Dues and Subscriptions	500.00	(230.00)	270.00
100-52-55200-220-000	Parks	Telephone	940.00	(201.00)	739.00
100-52-55130-220-000	Parks - Civic Center Transfer to cover Telephone	Telephone	971.00	201.00	1,172.00
100-53-55300-346-080	Recreation	Uniforms - Soccer	630.00	(404.00)	226.00
100-53-55300-210-000	Recreation Trans Soccer to Publishing	Publishing	2,500.00	404.00	2,904.00
100-52-55200-280-000	Parks	Repair & Maint Serv-Facilities	25,620.00	(467.00)	25,153.00

100-52-55200-330-000	Parks Trans Facilities to Travel & Training	Travel & Training	-	467.00	467.00
100-53-55300-340-030	Recreation	Operating - Basketball	329.00	(300.00)	29.00
100-53-55300-330-000	Recreation Trans Basketball to Travel & Training	Training and Travel	-	300.00	300.00
100-52-55410-280-000	Zoo - Parks	Repair & Maint Serv-Facilities	6,200.00	(1,000.00)	5,200.00
100-52-55410-342-000	Zoo - Parks Transfer to cover food budget	Animal Feed	21,250.00	1,000.00	22,250.00
100-31-53310-410-000	Alleys - Street Department	Concrete & Clay Materials	3,000.00	(519.00)	2,481.00
100-31-53310-371-000	Alleys - Street Department Transfer to cover Alley asphalt	Bituminous Materials	40,000.00	519.00	40,519.00
100-52-55200-280-000	Parks	Repair & Maint Serv-Facilities	25,153.00	(2,205.00)	22,948.00
100-52-55200-260-000	Parks	Repair & Maint Serv-Buildings	9,941.00	(1,505.00)	8,436.00
100-52-55200-341-000	Parks	Tires	1,220.00	(1,000.00)	220.00
100-52-55130-222-000	Parks - Civic Center	Electricity	16,250.00	2,205.00	18,455.00
100-52-55130-223-000	Parks - Civic Center Transfers to cover utilities at Civic Center	Heat	11,450.00	2,505.00	13,955.00
100-52-55410-260-000	Zoo - Parks	Repair & Maint Serv-Buildings	3,700.00	(1,350.00)	2,350.00
100-52-55410-223-000	Zoo - Parks	Heat	2,570.00	450.00	3,020.00
100-52-55410-222-000	Zoo - Parks Transfers to cover utilities at Zoo	Electricity	8,000.00	900.00	8,900.00
100-52-55130-350-000	Parks - Civic Center	Repair & Maint Materials	1,650.00	(198.00)	1,452.00
100-52-55130-250-000	Parks - Civic Center Trans CC Materials to CC Equipment	Repair & Maint Serv-Equipment	3,992.00	198.00	4,190.00
100-31-53270-250-000	City Services Facility - Street Department	Repair & Maint Serv-Equipment	20,000.00	(2,000.00)	18,000.00
100-31-53270-340-000	City Services Facility - Street Department Transfer to cover additional operating supplies	Operating Supplies	14,300.00	2,000.00	16,300.00
230-11-43530-610	Taxi Grant - City Clerk	Taxi Grant - Federal	(208,974.00)	(24,776.00)	(233,750.00)
230-11-43530-620	Taxi Grant - City Clerk	Taxi Grant - State	(183,365.00)	64,375.00	(118,990.00)
230-11-43530-629	Taxi Grant - City Clerk	Taxi Grant - State CARES		(114,761.00)	(114,761.00)

230-11-46399-000	Taxi Grant - City Clerk	Taxi Fares	(228,446.00)	68,066.00		(160,380.00)
230-11-53500-290-000	Taxi Grant - Taxi Transportation Appropriate addl Federal funding	Other Contracted Services	616,753.00	7,096.00	7,096.00	623,849.00
100-15-49300-400	General Fund - Economic Development	Fund Balance Applied- Marketing	(3,180.00)	(625.00)		(3,805.00)
100-15-56710-271-400	General Fund - Economic Development Appropriate funds for Ice Age Trail Community	Marketing Services-Designated	-	625.00		625.00
100-20-43525-400	Police	Police Grant	-	(3,000.00)		(3,000.00)
100-20-52110-270-000	Police	Special Services	19,800.00	1,500.00	1,500.00	21,300.00
100-20-52110-320-000	Police	Dues & Subscriptions	18,500.00	650.00	650.00	19,150.00
100-20-52120-340-000	Police	Operating Supplies	2,500.00	580.00	580.00	3,080.00
100-20-52110-392-000	Police PD - Appropriate CVMIC grant to expenditure accts	Small Equipment Purchase	20,000.00	270.00	270.00	20,270.00
100-20-52140-392-420	Canine Unit - Police	Small Equipment Purchase	-	835.00		835.00
100-20-48540-420	Police PD - Appropriate Canine donations	Canine Unit Contributions	(5,750.00)	(835.00)		(6,585.00)
			Net impact on all city- wide funds' budgets	289,740.00	10,346.00	
			Net impact on City's Fund Family only	259,740.00		
			Budgetary Transfers	30,000.00		

11. ORDINANCES ON 2nd READING

11.1 Amendment to revise Chapter 17 Zoning Code

Moved by: Thurow

Seconded by: Kent

Approve the 2nd reading of **Ordinance No. 2611** amending Chapter 17, Zoning Code to review Sections 17.13A(4) and (7) of the Short-Term Rentals regulations.

Motion: CARRIED (9 to 0)

11.2 Create Ordinance in Chapter 17 Zoning Code

Moved by: Petty

Seconded by: Kolb

Approve the 2nd reading of **Ordinance No. 2612** creating Section 17.56 to create Wellhead Protection Ordinance.

Motion: CARRIED (9 to 0)

12. NEW BUSINESS RESOLUTIONS

12.1 Wisconsin Local Government Climate Coalition Membership

Resolution No: 2023-077

Moved by: Petty

Seconded by: Hazard

WHEREAS, the City of Baraboo has cause for concern regarding the negative impacts of climate change on greater society and within the local community insofar as climate change increases the risk of flooding, extreme weather, public infrastructure damage, and economic loss; and

WHEREAS, addressing and mitigating the major contributing factors, such as the burning of fossil fuels, is imperative to slow climate change and protect the public welfare; and

WHEREAS, the State of Wisconsin has a goal of 100% carbon-free electricity by 2050, and local governments are important actors to help implement the State's goal and Clean Energy Plan; and

WHEREAS, the Wisconsin Local Government Climate Coalition (WLGCC) is comprised of local governments that work together to seek low-carbon and clean energy solutions, and members recognize that climate change poses severe risks to communities and that the worst effects of climate change cannot be avoided without effective State policy; and

WHEREAS, WLGCC supports the following solutions and strategies:

- Increased funding for and emphasis on energy efficiency, including the Focus on Energy program
- Increased clean energy choices, including:
 - universal access to renewable energy and a diversity of renewable business models to support all Wisconsin customers
 - access to fuel switching, demand response and advanced technology solutions
- Opportunities for communities to encourage increased resource efficiency in new construction and retrofit projects, consistent with community-level goals
- Increased data sharing and transparency between and among key stakeholders so that communities can easily assess progress toward carbon reduction goals
- Policy and program support for the electrification of buildings and transportation systems in ways that reduce carbon emissions and increase economic prosperity
- Incentives and regulations that institutionalize and further smart growth development to preserve natural resources, including agricultural, forestry, and recreational lands
- Research, development, investment and training in clean energy industries/workforce
- Innovative approaches to transportation policy that reduce vehicle miles traveled and increase health and wellness
- A state-level plan to retire all coal plants by 2040 and all other fossil fuel generating facilities as quickly as possible, no later than 2045.
- Partner with the Wisconsin Office of Sustainability and Clean Energy to develop a platform and model resolutions for all local governments to adopt climate change resolutions; and

WHEREAS, there are no fees or dues to becoming a WLGCC member; and

WHEREAS, the City of Baraboo shares the goals of the WLGCC.

NOW THEREFORE BE IT RESOLVED, by the City of Baraboo, WI officially joins the Wisconsin Local Government Climate Coalition and will contribute to sustaining its advocacy efforts; and

BE IT FURTHER RESOLVED, that City Administrator is authorized to comment on or generally support WLGCC efforts that are in the best interest of furthering the City's sustainability and carbon reduction goals.

Motion: CARRIED (9 to 0)12.2 Weights & Measures Inspections**Resolution No: 2023-078**

Moved by: Ellington

Seconded by: Thurow

THAT the City contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection for the Weights and Measures inspections at an annual cost of \$5,250.00.

Motion: CARRIED (9 to 0)**13. NEW BUSINESS ORDINANCES***None.***14. ADMINISTRATOR AND COUNCIL COMMENTS**

Adm. Bradley thanked everyone that helped with the moving of books at the library the past two weekends. Ald. Hazard and Olson assisted with the move as well as Tom Pinion, Pat Cannon, public works staff, residents from the community, Friends of the Library, and high school students.

15. REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

Reports: April, 2023 - Building Inspection

Copies of meeting minutes:**Finance/Personnel Committee Meeting Minutes****April 11, 2023, 5:30 p.m.****City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913**

Members Present: Joel Petty, Jason Kent, Scott Sloan

Others Present: Adm. Bradley, Clerk Zeman, J. Ostrander, M. Hardy, W. Peterson, T. Pinion, Thomas Cox

1. Call Meeting to Order**1.a Roll Call of Membership****1.b Note Compliance with Open Meeting Law****1.c Approve Minutes of March 28, 2023****Moved by:** Joel Petty**Seconded by:** Jason Kent**CARRIED (3 to 0)****1.d Approve Agenda****Moved by:** Jason Kent**Seconded by:** Joel Petty**CARRIED (3 to 0)****2. Action Items****2.a Accounts Payable****Moved by:** Jason Kent**Seconded by:** Joel Petty

Recommend to Common Council on paying \$571,368.21.

CARRIED (3 to 0)**2.b 2023 Stewardship Grant for the completion of the Oak Street Overlook**

M. Hardy explained that a resolution is required to apply for these grants, the first grant being for the Oak Street Overlook. We will apply for \$250,000 for this matching grant. Because we already have \$500,000 that can be used as matching funds, no additional funding is needed. These funds will have to be used in 2024 or an extension applied for.

Moved by: Joel Petty**Seconded by:** Jason Kent

Recommend to Common Council to approve 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.

CARRIED (3 to 0)**2.c 2023 Stewardship Grant for completion of the Riverwalk Extension**

M. Hardy noted that this is the same program and directly across from the overlook at the park. This development grant will be used to purchase the I A.M. Dairy property. The concept is to continue the Riverwalk along the south side of the river, with the addition of a picnic shelter, play equipment, and possibly additional amenities. We would be looking at an additional \$250,000 for this phase and installation would take place in 2024.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to approve 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.

CARRIED (3 to 0)**2.d Purchase of two John Deere riding lawn tractors**

M. Hardy explained that this is an unbudgeted item but due to a successful surplus auction from old equipment, they now have enough funds in their Park Equipment fund for this purchase. They received three bids with the lowest bid coming from Mid-State Equipment. These mowers will be used for routine mowing of catch basins, ball diamonds, etc. With the governmental discount, it is a better deal to purchase these mowers vs leasing. All maintenance on this equipment is done in-house with the City's mechanic.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council on approving the purchase of two (2) John Deere riding lawn tractors from Mid-State Equipment for \$23,800 from the Parks Equipment Fund.

CARRIED (3 to 0)**2.e Backup Water Service Agreement**

The City was previously the backup for the Village of West Baraboo; however, that contract expired 10 years after the day they turned their well on. Theoretically, they have been without an agreement for the last two years. When Hwy 33 is rebuilt, the old connection will be abandoned and a new connection will be paid for by West Baraboo. They will then turn the 200 ft of water main back over to us as part of the agreement.

Moved by: Joel Petty

Seconded by: Jason Kent

Recommend to Common Council to enter into the Backup Water Service Agreement with the Village of West Baraboo.

CARRIED (3 to 0)**2.f Sewerage Service Agreement**

W. Peterson explained that when the Village of West Baraboo requested the update to the Water Service Agreement, the City recommended upgrading the Sewerage Service Agreement, which was originally signed in 1958. The agreement requires the Village to follow our sewer ordinances, we charge them for the sewer usage, and requires some additional testing on their waste water. Whenever there is a capital improvement project at the wastewater treatment plant there is a calculation to determine how much each of the four entities, Baraboo, West Baraboo, Sanitary District #1, and Devil's Lake, contributes. In the past, West Baraboo was based on population; it's now based on flow base.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to enter into an Agreement for Sewerage services with the Village of West Baraboo.

CARRIED (3 to 0)**2.g Rehabilitation of Sanitary Sewer Mains**

W. Peterson noted that 1/3 of the sanitary sewer system was televised last year. With this, significant leaks were found along Water Street. Because this pipe is all clay tile, they are proposing to do a full lining of over 2,000 ft of sanitary sewer, 27-inch. This is some of the largest sewer we have in the system and has a tremendous amount of flow through this line. The price includes lining of the pipe as well as temporary bypass of the existing sanitary sewer lines so we can keep flow going during the project. Any residents that have laterals that tie onto this pipe will receive hotel vouchers for an evening. This repair is completely trenchless technology and will not require digging in the streets. This project is currently planned for after Labor Day. This project was not included in the 2023 budget. To fund this project, they will be using funds available in their Fund Balance. After the use of these funds, they will continue to have sufficient funds in their Fund Balance for future projects and/or catastrophes.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to approve accepting a bid from Visu-Sewer in the amount of \$401,437.50 for rehabilitation of sanitary sewer mains.

CARRIED (3 to 0)**2.h STH 136 Median Mowing**

T. Pinion noted that this is an annual resolution for the mowing of grass medians on STH 136. A total of three bids were received.

Moved by: Joel Petty

Seconded by: Jason Kent

Recommend to Common Council to approve the STH 136 Median Mowing Proposal and award of contract to Top 2 Bottom in the amount of \$70.00 per mowing, not \$60 as initially included on the resolution, and \$30 per hour for additional weed pulling and trimming.

CARRIED (3 to 0)

2.i Noxious Weeds & Rank Growth Proposal

T. Pinion noted this is also an annual resolution with only one proposal being received.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to accept 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 ½-acre, \$0.008 per square foot for vacant property greater than ½-acre, and \$0.04 per square foot for weed control.

CARRIED (3 to 0)

2.j Capital Funds Creation & Allocation of Dollars

J. Ostrander explained that the City currently has one capital fund and everything is combined. Based on the relationship to depreciation, they determined how to split the combined fund into different capital funds.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to authorize the creation of Capital Funds and the allocation of dollars.

CARRIED (3 to 0)

2.k State/Municipal Financial Agreement, STH 33

T. Pinion explained that we finally have accurate estimates of the City's share of the reconstruction of Hwy 33.

This has gone up significantly from two years ago due to labor and material costs. The City's combined total cost is \$5,573,000 based on the estimates. Water & Sanitary Sewer will cover their mains; we will recover a small portion of this in terms of special assessments for sanitary laterals and the sidewalk replacement. This is the last version of the agreement and is based on the most recent estimates. Weather permitted, this project could start later this year. Hwy 33 will be closed during construction.

Moved by: Joel Petty

Seconded by: Jason Kent

Recommend to Common Council to approve the final State/Municipal Agreement for a State-Let Highway Project on STH 33.

CARRIED (3 to 0)

3. Discussion Items

The committee, along with SCDC Executive Director Thomas Cox, discussed the City of Baraboo partnering with City of Reedsburg and SCDC for an assessment with Center for Rural Innovation and its Tech-Based Economic Development team for a cost of \$7,500. The committee would like to see this brought back as an action item at the next Finance meeting.

4. Adjournment

Moved by: Joel Petty

Seconded by: Jason Kent

That the meeting be adjourned at 6:47pm.

CARRIED (3 to 0)

CITY OF BARABOO ADMINISTRATIVE MEETING

Meeting Minutes

April 4, 2023, 8:00 a.m.

**City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913**

Members Present: Hazard, Kierzek, Thurow

1. CALL TO ORDER

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES from March 7, 2023

Moved by: Hazard
Seconded by: Kierzek

Motion: CARRIED

1.d APPROVE AGENDA

Moved by: Kierzek
Seconded by: Hazard

Motion: CARRIED

2. ACTION ITEM(S)

2.a Temporary Liquor License

Rob Sinden noted that self policing works very well with this group but there is still a police presence.

Resolution No: TO recommend to the Common Council for approval of 2023 Wine Walk, 05/05/2023.

Moved by: Hazard
Seconded by: Kierzek

Motion: CARRIED

2.b Change of Agent

Rob Sinden had no problem with this request.

Resolution No: TO recommend to the Common Council for Liquor License Change of Agent for Peking Buffet, LLC to Honyan Li.

Moved by: Kierzek
Seconded by: Hazard

Motion: CARRIED

2.c Liquor License Renewal

Rob Sinden remarked that this application has been requested over the past many years with no adverse events.

Resolution No: TO recommend to Common Council the 2023, 6 month "B" Liquor License Application for the Baraboo Dugout Club.

Moved by: Hazard
Seconded by: Kierzek

Motion: CARRIED

3. DISCUSSION

3.a Strategic Plan

Administrative Committee items reviewed and discussed from the Strategic Plan Notes workbook:

*Cross-Training is prioritized in departments to ensure high level of customer service.

Report all cross training and how frequently it is happening.

*Conduct regular "stay interview" between employees and supervisors to understand their capacity and resource needs.

Metrics will be number of employees interviewed by committee members.

Retention and define turnover

*Develop program to recognize and invest in future leaders (including professional development, tuition reimbursement, passing responsibility downward.

*Each department to conduct an evaluation of their skills inventory and identify gaps annually.

*Maintain non-virtual formats of communication for residents who cannot access and/or understand technological delivery models.

Adding note for resources such as QR code in the tax bills.

*Create benchmarks to measure reach and impact of social media use to understand which platforms to prioritize.

*Develop an evaluation tool to measure new technologies.

Look at having informational videos produced to help explain governmental processes.

Enhance meeting access through the calendar and newsletter access.

*Draft and adopt a solid 5-year capital improvement plan annually.

Template has been developed, Monthly fixed asset processing is in the design phase. Communication with department heads to stay abreast of capital needs has to be developed. Budget banking methodology to create nest egg for future purchases with levy limit consideration challenges.

4. INFORMATIONAL ITEM(S)

4.a Date and time of next meeting is May 2, 2023 at 8:00 a.m.

5. ADJOURNMENT (Voice Vote)

5.a Adjourn at 9:12 am

Copies of meeting minutes in City Clerk's files:

Park & Recreation...3-13-2023, 3-22-2023

UW Campus...3-16-2023

Public Arts...3-23-2023

CDA...4-4-2023

BEDC...3-2-2023, 4-6-2023

16. ADJOURNMENT

Moved by: Ellington

Seconded by: Kent

That the meeting adjourn at 7:39pm.

Motion: CARRIED

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2023 -

Dated: May 23, 2023

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) <input type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted
<i>Comments</i>

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 a Special Meeting on May 16, 2023.

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:

- Friends of the Baraboo Zoo, Zoo Crew, 06/03/2023

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

Motion:

Second:

Certified by Clerk: _____

RESOLUTION NO. 2023 -

Dated: May 23, 2023

The City of Baraboo, Wisconsin

Background:

City Ordinance 3.05, Changes in Budget states, "The amount of the tax to be levied or certified, the amounts of the various appropriations, and the purpose thereof shall not be changed after approval of the budget except by a 2/3 vote of the entire membership of the Council pursuant to §65.90(5), Wis. Stats. Notice of such transfer shall be given by publication within 10 days thereafter in the official City newspaper."

Therefore, the city is required to notify the citizenry through publication in the City's official newspaper about the supplemental budget amendments. The State Statute requires publication to happen within ten (10) days upon Council approval of said amendments.

The City's publication process is to identify budget amendments in the fiscal commentary section of resolutions when spending authorizations are granted. Therefore, the City Council could approve budget transfers as often as every meeting. The City satisfies the legal requirement of publication, by publishing budget amendments after the Finance Committee and Common Council approves the listing.

Fiscal Note: (check one) [] Not Required [X] Budgeted Expenditure [X] Not Budgeted

Comments: Budget amendments that transfer budgetary amounts are budgeted expenditures. Budget amendments that are supplemental were unbudgeted. The 2023 City Budget provides for publishing amendments.

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

That the following budget amendments are authorized:

- 1st Quarter, 2023 City-Wide Supplemental budget Amendments for \$576,492.90
- 1st Quarter, 2023 City-Wide Budgetary Transfers \$7,850.00

See attached amendment schedule.

Offered by: Finance/Personnel Committee

Approved by: _____
Mayor

Motion: Petty

Second: Ellington

Certified by: _____
City Clerk

Account Number	Department	Account	Original Budget	Debit/(Credit)	New Appropriations (Only)	Amended Budget
100-20-52110-330-400	Police Department	Training - Designated	5,000.00	(5,000.00)	-	-
100-20-52110-390-400	Police Department	Other Supp & Exp - Designated	2,500.00	(2,500.00)	-	-
100-20-52110-392-400	Police Department	Small Equipment-Donations	24,679.00	7,500.00	-	32,179.00
	Use grant funds for body cameras					
100-31-53270-260-000	City Services Facility - Street Department	Repair & Maint Serv-Buildings	15,000.00	3,306.00	-	18,306.00
100-52-55200-821-000	Parks	Land or Land Improvements	-	12,870.00	-	12,870.00
100-10-49300-000	General Government	Fund Balance Applied	(590,051.00)	(16,176.00)	16,176.00	(606,227.00)
423-31-53350-814-000	Capital Equipment Fund - Public Works	Equipment Purchase	20,000.00	11,856.00	-	31,856.00
423-31-49300-000	Capital Equipment Fund - Public Works	Fund Balance Applied	(57,000.00)	(11,856.00)	11,856.00	(68,856.00)
426-52-55200-821-000	Park Amenities Capital Fund	Land Improvements	600,000.00	2,354.00	-	602,354.00
426-52-49300-000	Park Amenities Capital Fund	Fund Balance Applied	-	(2,354.00)	2,354.00	(2,354.00)
	Appropriate funds for Open 2022 POs - Hoist repair					
100-52-55200-340-000	General Fund - Parks	Operating Supplies	8,800.00	(350.00)	-	8,450.00
100-52-55200-320-000	General Fund - Parks	Dues and Subscriptions	250.00	350.00	-	600.00
	Transfer operating funds for memberships					
950-36-95000-814-000	Stormwater Utility	Equipment Purchase	-	264,000.00	264,000.00	264,000.00
950-36-40436-101	Stormwater Utility	Sewer Approp of Equip Funds	-	(264,000.00)	-	(264,000.00)
	Approp Equip funds for new Street Sweeper					
230-11-53500-810-000	Taxi Grant	Vehicle Purchase	-	183,000.00	183,000.00	183,000.00
230-11-53500-321-000	Taxi Grant	License & Fees	-	780.00	780.00	780.00
230-11-43531-610	Taxi Grant	Taxi Capital Grant	-	(146,400.00)	-	(146,400.00)
230-11-48300-000	Taxi Grant	Sale of Assets	-	(8,150.00)	-	(8,150.00)
230-11-49300-000	Taxi Grant	Fund Balance Applied	-	(29,230.00)	-	(29,230.00)
	Approp funds to purchase 3 Taxis					
100-10-52200-720-000	General Fund - Fire District	Grants. Donations. Contribs	393,300.00	12,125.00	12,125.00	405,425.00
100-10-49300-000	General Government	Fund Balance Applied	(606,227.00)	(12,125.00)		(618,352.00)
	Approp 2022 Fire Budget surplus					
100-10-52200-720-000	General Government - Fire District	Grants. Donations. Contribs	405,425.00	9,347.00	9,347.00	414,772.00
100-10-49300-000	General Government	Fund Balance Applied	(618,352.00)	(9,347.00)		(627,699.00)
	Turn over Fire donations to District					
100-10-59285-900-000	General Government - Transfer to Lib Seg	Cost Reallocation	-	76,854.90	76,854.90	76,854.90
100-10-49300-000	General Government	Fund Balance Applied	(627,699.00)	(76,854.90)	-	(704,553.90)
	Transfer Library surplus to Lib Operating Fund					
		Net impact on all city-wide funds' budgets		584,342.90	576,492.90	
Published by the authority of the City of Baraboo				576,492.90		
Julie Ostrander, Finance Director				7,850.00		
		Budgetary Transfers				

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of accepting the donation of two metal giraffe sculptures valued at \$19,000 from the Baraboo Public Arts Association and installing them at Myron Park.

This is the next phase of public art planned for Myron Park, following the successful installation of 5 elephants previously. All costs will be provided by BPAA with City responsible only for the labor of installing concrete pads for the sculptures.

The Parks Commission recommended approval of this request at their May 8, 2023 regular meeting.

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

Comments: All material costs of the sculptures, concrete pads and finish landscaping will be paid for by BPAA donation. The only City cost will be staff labor to pour the concrete pads (same arrangement as was made for elephant sculptures).

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

THAT the donation of 2 metal giraffe sculptures valued at \$19,000 be accepted from the Baraboo Public Arts Association and installation be permitted at Myron Park.

Offered by: Parks and Recreation Commission

Motion:

Second:

Attest:

Approved: _____



139 Lodi Street, Lodi, WI
608.438.2220

April 6, 2023

To: City of Baraboo
Baraboo Public Art Association
101 South Blvd
Baraboo, WI 53913

Proposal/Contract for Artist Services

This agreement is made this 6th day of April, 2023, between Baraboo Public Art Association (BPAA), hereinafter referred to as "Owner" and D Squared Studios llc, hereinafter referred to as "Artist", for the design, fabrication and installation of a sculpture for the owner.

Description of work

The artist shall design, fabricate, deliver and install two works of art known as "Jayjay" and "Elsa" the giraffes to be installed in Myron Park. The specific site TBD the owner. The sculptures will be installed on or before August 31st. The sculpture will be fabricated from various diameters of Aluminum rod and sheet with an automotive basecoat and clearcoat finish. The sculpture will be unloaded and placed by owner on a suitable foundation provided by owner. The artist will try to replicate the actual sculptures as close as possible to the attached rendering. The sculpture Jayjay will be approximately 14' to 17' tall and have an approximate 5' x 8' base width. The sculpture Elsa will have a height of approximately 4' and a base approximately 4' x 4'. The sculptures will be attached to a concrete foundation provided by owner.

Contract Sum and Payment Schedule

Owner shall pay the Artist the total sum of \$19,000.00 for the work.

- A. Payments shall be made in lump sum amounts as set forth below. Artist is responsible for any and all sales tax. Payment to the Artist is as follows:
- B. \$9500.00 upon execution of this agreement, for materials and design.
- C. A payment of \$4750.00 upon proof of construction progress.
- D. The balance \$4750.00 due upon installation and final acceptance by Owner.

Warranty

Artist agrees that the design submitted will not be used elsewhere in the future, without prior written agreement between Artist and Owner.

Artist will guarantee and maintain the work from defect of materials and workmanship for a period of one (1) year after installation.



139 Lodi Street, Lodi, WI
608.438.2220

Upon final acceptance by Owner, Owner assumes all liability related to the work.

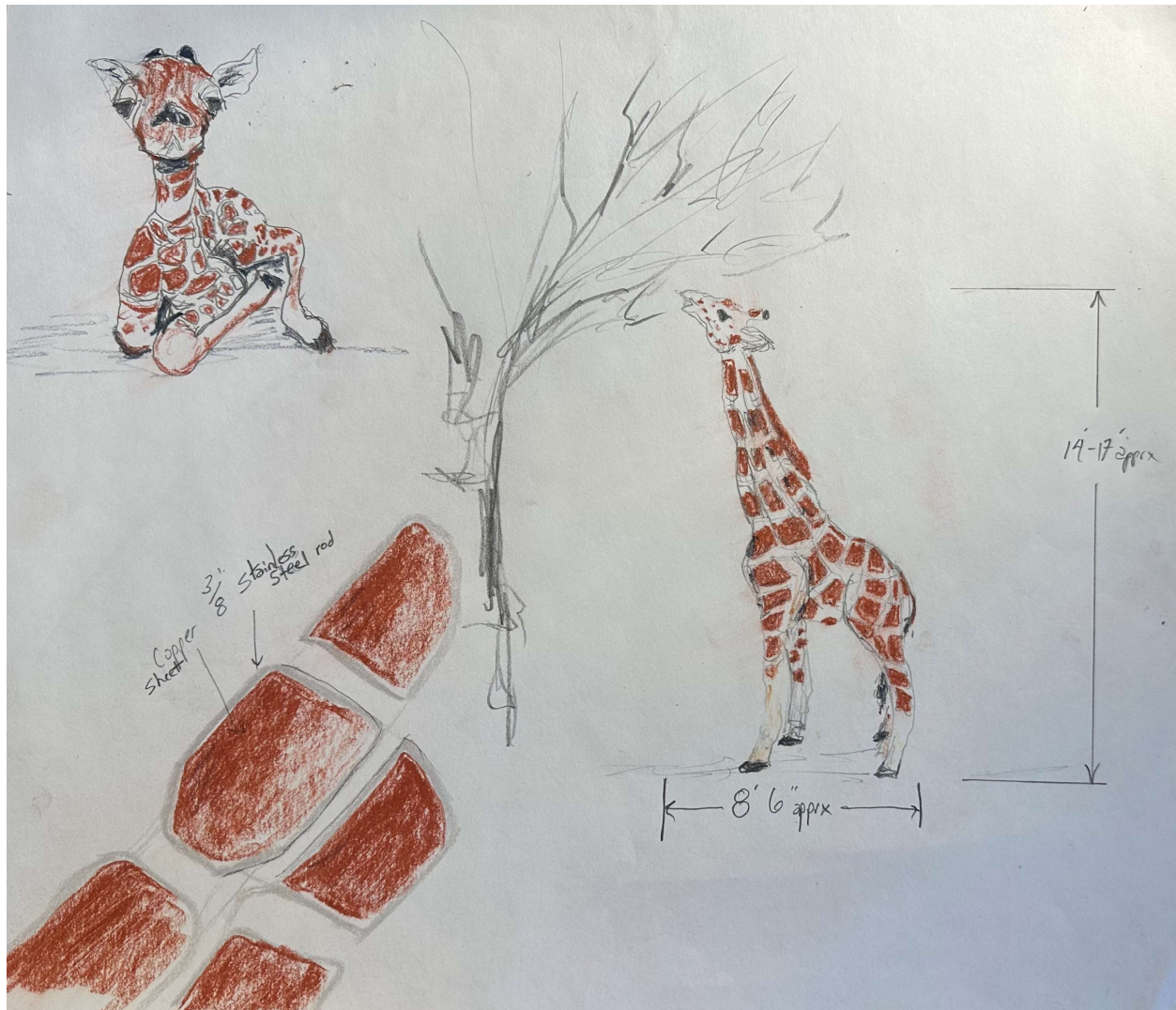
Ownership

Upon final acceptance of the Work and final payment, Owner will become the absolute Owner of the Work.

Agreed and entered into this_____day of April, 2022.

Owners:
Baraboo Public Art Association.

Artist:
D Squared Studios llc



RESOLUTION NO. 2023 -

Dated: May 23, 2023

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of accepting the donation of a metal “Dr. Evermore” bird sculpture valued at \$6,000 from the Baraboo Public Arts Association and installing it on the east side of Vine Street in the future Mueller Riverfront Park along the south Riverwalk.

This sculpture is very similar to the existing Dr. Evermore bird sculpture located in Kiwanis Park, slightly smaller at about 5 feet tall. The proposed installation would include a similar retaining wall “nest” to the one City staff constructed on the original sculpture which provides an aesthetic base while reducing access to the sculpture itself.

The Parks Commission recommended approval of this request at their May 8, 2023 regular meeting.

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

Comments: All material costs of the sculptures, concrete pads and retaining wall blocks will be paid for by BPAA donation. The only City cost will be staff labor to pour the concrete pad and install the block “nest” (same arrangement as was made for previous Dr. Evermore sculpture donation).

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

THAT the donation of a metal Dr. Evermore bird sculpture valued at \$6,000 be accepted from the Baraboo Public Arts Association and installation be permitted at the future Mueller Riverfront Park.

Offered by: Parks and Recreation Commission

Motion:

Second:

Attest:

Approved: _____



The City of Baraboo, Wisconsin

Background: The authorized representative is required for the application portion of the Safe Drinking Water Loan. This loan is for the funding of water system upgrades for the State Highway 33 reconstruction project. The estimated loan payment will be \$272,100 annually. This project will replace 12,462' water main, 94 main valves, 29 fire hydrants, and 156 water services (main to property line).

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

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

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND – SAFE DRINKING WATER LOAN PROGRAM

WHEREAS, the City of Baraboo, Sauk County, Wisconsin (the “Municipality”) intends to file an application for state financial assistance for the STH 33 (8th Avenue and 8th Street Water Replacement Project, WDNR Project Number 4762-06 (the “Project”), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the “Bonds”); and

WHEREAS, because the Bonds will not be issued prior to May of 2023, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance monies from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Municipality that:

Section 1) Expenditure of Funds. The Municipality shall make expenditures as needed as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed \$3,867,000.

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

Offered by: Public Safety Committee
Motion:
Second:

Approved: _____
Attest: _____

The City of Baraboo, Wisconsin

Background: The authorized representative is required for the application portion of the Clean Water Fund loan. This loan is for the funding of sewer upgrades State Highway 33 street reconstruction. Our estimated loan payments will be 169,700 annually. This project will replace 8,064' of sewer mains, 37 manholes, and 149 sewer services (main to property line).

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

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

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND – CLEAN WATER FUND LOAN PROGRAM

WHEREAS, the City of Baraboo, Sauk County, Wisconsin (the “Municipality”) intends to file an application for state financial assistance for the STH 33 (8th Avenue and 8th Street Sanitary Sewer Replacement Project, WDNR Project Number 4153-05 (the “Project”), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the “Bonds”); and

WHEREAS, because the Bonds will not be issued prior to May of 2023, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance monies from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Municipality that:

Section 1) Expenditure of Funds. The Municipality shall make expenditures as needed as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed \$2,412,000.

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

Offered by: Public Safety Committee

Motion:

Second:

Approved: _____

Attest: _____

RESOLUTION NO. 2023 -

Dated: May 23, 2023

The City of Baraboo, Wisconsin

Background: Water rates are regulated by the Public Service Commission (PSC) of Wisconsin. In a conventional rate case, the PSC application requires information in regard to the Utility's financial performance over a period of years, future capital improvements along with associated debt obligations and an explanation of why the Utility is no longer meeting their authorized rate of return. The conventional rate case is a lengthy process taking approximately three months to collect the requested data, complete the application and file with the PSC. The Public Service Commission reviews the application, along with previously filed annual reports, and schedules a public hearing relating to the requested rate of return increase.

The Baraboo Water Utility has submitted four such rate cases in 1994, 2002, 2012 and most recently in 2021. The PSC charged the Water Utility \$5,315 to review the 2021 application which resulted in a rate increase averaging 49.27%. The PSC approved rate case provided the Water Utility with a 4.9% authorized rate of return.

Waiting 8 to 10 years between rate cases, can result in significant increases; alternatively, the City can consider smaller, more frequent, inflationary rate increases. The PSC allows communities a five-year "window", following a formal conventional rate case, to adjust water rates by way of a Simplified Rate Case (SRC). The Simplified application is much less detailed as it only allows for an "inflationary" rate increase, not an authorized rate of return increase, and requires no public hearing. The last SRC application completed in 2017 cost \$200. Attached is various data illustrating overall effects of a proposed 8% water rate increase.

The Public Safety Committee reviewed the proposed rate increase at the May 22nd meeting and unanimously recommended approval of an inflationary 8% increase in water rates effective 1/1/2024.

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

Comments:

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

To approve an application for a Water Utility Simplified Rate Case to the Public Service Commission (PSC). The rate case request would be for the PSC established inflationary 8% rate increase to be effective January 1, 2024. The projected revenue increase will be approximately \$163,200.

Offered by: Public Safety Committee **Approved:** _____

Motion:

Second:

Attest: _____

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

Liquor License applications are reviewed by the Zoning Administrator, the Police Department, the Fire Inspector, and the City Clerk. Publication of the Liquor License application was made in the Baraboo News Republic.

Because all Liquor Licenses expire annually on June 30th, if approved, this liquor license will be valid for May 24, 2023 to June 30, 2023.

This Liquor License was approved by the Administrative Committee at their May 2, 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 Liquor License:

- Class “B” Fermented Malt Beverage Liquor License, Hong Yan, LLC (d/b/a Peking Buffet), 1204 8th Street

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

Motion:

Second:

Certified by Clerk: _____

The City of Baraboo, Wisconsin

Background: The City of Baraboo's current Comprehensive Plan was completed in 2005. Per Wisconsin State Statute 66.1001, each municipality must update their Comprehensive Plan every 10 years. We released the RFP for vendors to conduct an update to the Comp Plan April 3rd, we held a mandatory Pre-Proposal Meeting on April 20th, and the Selection Committee (Casey Bradley, Pat Cannon, Mayor Nelson, Council President Petty, Tom Pinion, and Jim O'Neill) reviewed and selected one firm for an interview - Short Elliot Hendrickson, Inc. (SEH). Following the interview on May 9th, the Selection Committee (w/Scott Sloan in place of Joel Petty) unanimously recommended the City Administrator negotiate a tentative agreement with SEH based on their proposed community engagement activities and the approach they outlined in their Proposal. Attached you will find the RFP sent to all prospective vendors, the Proposal from SEH, as well as the agenda for topics covered in the Pre-Proposal Meeting.

The Plan Commission reviewed this matter at their May 16th meeting and unanimously recommend engaging SEH for the Comprehensive Plan Update.

Fiscal Note: (Check one) [] Not Required [X] Budgeted Expenditure [X] Not Budgeted

Comments: The total amount of the bid submitted by SEH exceeds our currently budgeted amount. We only budgeted \$50,000 for the project and the Lump Sum Fee for SEH's estimated 834 hours labor was \$124,308. Staff has discussed this with SHE and they have agreed to allow the City to supplement some of their time with some City staff time to reduce the out-of-pocket expense. Because this contract will cover fiscal years 2023 and 2024 we will be able to put the remaining shortfall into the 2024 budget.

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

WHEREAS, Wisconsin State Statute 66.1001(2) (i) requires that a Comprehensive Plan must be updated every ten years,

WHEREAS, stakeholder input is critical to achieving a Comprehensive Plan that meets the needs of the community,

WHEREAS, the current Comprehensive Plan was adopted in 2005,

WHEREAS, over the past few years, many of the areas designated for growth in the 2005 plan have been built out, or are planned to be built out,

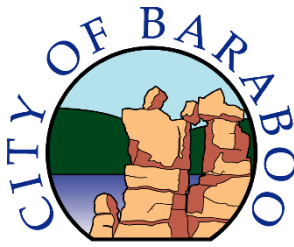
NOW THEREFORE, BE IT RESOLVED, the City Administrator is hereby authorized to enter into a Time and Materials, Not to Exceed Professional Services Agreement with SEH for their Comprehensive Plan Update, pursuant to their Proposal dated May 1, 2023, in an amount not to exceed \$124,308.

Offered By: Plan Comm. & Finance Comm. **Approved:** _____

Motion:

Second:

Certified: _____



Request for Proposals 2024-2034 Comprehensive Plan Update

Notice is hereby given that the City of Baraboo, WI is seeking submittal of proposals from qualified multidisciplinary consultants for a 2024-2034 Comprehensive Plan Update.

Background/Purpose

Baraboo's Comprehensive Plan can be found on the city's website or by using this [link](#).

The City of Baraboo's Comprehensive Plan was last updated in 2005. Per State Statute 66.1001, each municipality must update their Comprehensive Plan every 10 years. Per this Statute, the City of Baraboo will be completing a Comprehensive Plan update in 2023 with an anticipated adoption within the second quarter of 2024. The purpose of the Comprehensive Plan is to identify issues, opportunities, needs and organize public policy to address them in a manner that makes the best and most appropriate use of City resources. It will also describe a desired future for the community over the next 20 years and establish goals to move toward that future. The Comprehensive Plan will be used by both elected officials and city staff to assist and provide a rational basis for local land use decisions within the community.

The City of Baraboo has a population estimated to be 12,703 and is currently experiencing a significant increase in housing and other developments. Baraboo is located in central Wisconsin and is the county seat of Sauk County. The City has a strong manufacturing base and a health tourism industry.

Plan Update Scope

The City is seeking a multidisciplinary consultant team (which may be a single firm or a consultant team consisting of individuals and/or firms with specialized expertise) to update the City's Comprehensive Plan with the objective of providing the Common Council, Plan Commission, City staff, City residents, businesses, and the development community with a comprehensive, internally consistent and legally defensible tool to guide the City's decision making and development over the next 20 years, to the year 2044. The updated plan will help maintain collaborative and respectful relationships within the community and with surrounding neighbors, and establish or confirm existing policies and priorities for coordinated development and/or redevelopment and necessary infrastructure expansion.

The consultant team selected will:

- Review, update and revise, as appropriate, the contents of the Comprehensive Plan including technical and supporting information.

- Identify unnecessary, redundant and inconsistent information within the existing document and recommend approaches (e.g. organization, formatting) to develop a more concise and usable document that contains relative data but is not a receptacle of statistics that are not informative to long range planning.
- Design the Comprehensive Plan document, including development of the format and layout, as well as production of high-quality illustrations and graphics. Undertake the primary responsibility for editing and writing a cohesive Comprehensive Plan document. This will include editing existing text or drafting new, clear and concise text and policies that are supported by information in existing documents, new plans and studies, data analysis, public input, best practices, and/or successful application in other jurisdictions.
- Identify existing development regulations that need to be revised or updated to be consistent with the 2005 Comprehensive Plan update. Work with City staff to revise, as necessary, existing development regulations that support implementation of the 2024 Comprehensive Plan policies and consistent with 66.1001(3).
- Support City staff in the presentation of materials and amendments to the Plan Commission and Common Council.
- Coordinate and facilitate a public participation process for this update. Prepare and produce high quality public outreach materials graphically and in writing describing facts, findings, analysis, and alternatives for public meetings, interviews, open houses, webpage, and hearings.

The scope of work for this update will include, but is not limited to the following tasks:

- Outline a public participation plan, work plan and schedule that will allow this update to be reviewed and approved by the Plan Commission and Common Council.
 - Plan presentations, public hearings and workshops will be scheduled during the Comprehensive Plan update. The purpose of these meetings will be to provide an overview of the update process, present progress updates, and receive citizen, elected official, commission member and staff comments. Present the draft and final report and ancillary materials to the Plan Commission and Common Council.
 - Presentations incorporated into public participation should include, but not be limited to the following, please indicate the number of onsite visits anticipated in your proposal:
 - General Workshops/Open Houses for the public
 - Direct outreach to the business community
 - Informal public meetings/presentations to Plan Commission & Common Council
 - Plan Commission public hearing
 - Common Council public hearing
 - Social Media
 - Surveys
- Review and analyze local conditions, the existing Comprehensive Plan maps and text, and documents developed and utilized by the City of Baraboo.
- Update the chapters and appendices to reflect the past changes, future trends, and desired outcomes of the community, ensure internal and external consistency, and eliminate unnecessary redundancies:

- **Chapter One: Introduction** – review, update and revise as necessary.
- **Chapter Two Issues & Opportunities** – review, update and revise as necessary.
- **Chapter Three: Agricultural, Natural & Cultural Resources** – review, update and revise as necessary.
- **Chapter Four: Land Use** – review, update and revise as necessary.
- **Chapter Five: Transportation** – review, update and revise as necessary.
- **Chapter Six: Utilities & Community Facilities** - review, update and revise as necessary.
- **Chapter Seven: Housing & Neighborhood Development** review, update and revise as necessary.
- **Chapter Eight: Economic Development** – review, update and revise as necessary.
- **Chapter Nine: Intergovernmental Cooperation**– review, update and revise as necessary.
- **Chapter Ten: Implementation**– review, update and revise as necessary.
- **Appendices** – review, update, incorporate into the plan or eliminate as appropriate.

Due to the availability of the following documents, the City feels that several sections will be completed with their assistance:

- [Housing Study 2022](#)
- [City of Baraboo Strategic Plan 2022](#)
- [Smart Growth-The Baraboo Comprehensive Plan 2005](#)
- [Resilient Baraboo Report- Economic Resiliency Report 2022](#)
- [Grow Baraboo: An Economic Development Work plan for the Baraboo Area 2015](#)
- [Baraboo River Corridor Redevelopment Plan 2008](#)
- [Baraboo Retail Market Analysis 2011](#)
- [Historic Downtown Baraboo District 2015](#)
- [Next Generation Sauk County 2015](#)
- [Comprehensive Outdoor Recreation Plan 2022-2026](#)
- [Baraboo Parks Map](#)
- [2023 Economic Development Report](#)

Consultant Qualifications

Qualified consultants will have experience in a variety of public outreach programs, facilitation of public meetings, compilation of information from varying sources (including GIS), and preparation of Comprehensive Plans.

The City invites you to submit a Proposal no later than Friday, May 1, 2023 at 2:00 p.m.

Consultants should submit 7 hard copies. Proposals will be accepted at City Hall, Attention: Casey Bradley, City Administrator, 101 South Boulevard Baraboo, WI 53913.

Submittal of Proposals and Budgets

The consultant is solely responsible for ensuring that proposals are delivered on time via mail, courier, or in person. Proposals received after the due date and time will not be accepted and will be discarded. Faxed or emailed proposals will not be accepted. Each proposal must be limited to thirty (30) one-sided pages and shall include:

1. Names of project team members that will primarily be working on the update, their related experience specific to comprehensive plan updates, and their expected roles in this project. List the anticipated percentage of time the project manager(s) and leads will have available for this project. Please identify the portions of the project anticipated to be performed by sub consultants and their primary team member(s) working on that specific task.
2. Three references from jurisdictions with similar projects performed by the firm/team under a similar scope of work and budget.
3. Proposed approach and methodology to the scope of work, a work program outline with tasks and deliverables, time schedule and budget. Insights or suggestions from the consultant team on the strategy for updating Baraboo's Comprehensive Plan and restructuring the document for a more user-friendly and relevant document are welcome. All tasks and deliverables proposed should be identified in a streamlined list or table along with general dates and firm/team member(s) responsible for the work. The proposal should include a work program with deliverables, corresponding at a minimum, to the scope of work outlined above, with a breakdown of estimated hours and assigned personnel in each work task and phase, and costs associated with each task. A description of how the consultant team provides quality control to assure a high-quality document with a consistent voice, internal consistency, high level of service and successful project completion and management.

Baraboo Focus - Since the City of Baraboo is poised for continuous growth within the next 20 years, the selected consulting firm must demonstrate a keen awareness of the City's past and profound understanding of the impacts of future growth. In preparing this proposal, the City would like each firm to specifically demonstrate the following as part of this RFP:

1. How will your plan engage the community in a unique way that links the past (and older generation) to the future (and next generation)?
2. How will your plan be innovative and be a working document that is easy to understand, unique to our community and is functional for years to come?
3. How will your public engagement process actually engage the community?
4. Since Public Participation and Future Land Use are a couple of the biggest components of this plan, what innovative tools do you intend to bring to assist us in this process?
5. How do you intend to manage this process and remain on budget?
6. In what ways is your firm the most suited to craft, what may be, the most important planning document for the next 20 years?

Budget and Timeline

The final dollar amount may be negotiated with the selected firm/team as part of the final contract for this periodic update. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiation with that firm will terminate and the City may select another firm.

The proposed budget total should include all expenses and materials to deliver the work products

The City of Baraboo will not be liable for any costs incurred by the consultant in preparation of a proposal submitted in response to this RFP, in conjunction with a presentation or other activities related to responding to this RFP. No costs chargeable for work under the proposed contract may be incurred before receipt of either a fully executed contract with the City or specific written authorization from the City of Baraboo.

Timeline

RFP Release April 3, 2023

Mandatory staff meeting with prospective Consultants April 20, 2023 at 10:00 a.m.

Deadline for submittal of RFP May 1, 2023 at 2:00 p.m.

Staff/RFP Review Committee May 2-5, 2023

Interviews with Consultants May 8-12, 2023

Plan Commission Review and Recommendation May 16, 2023

Recommendation to Common Council May 23, 2023

Project Completion Second quarter of 2024

*** The City will be conducting a mandatory meeting for any prospective firms on April 20, 2023 at 10:00 a.m. at City Hall. During this meeting, City staff will provide an overview of the project, highlight key data, discuss the recommended process and answer any questions. We will not be taking individual meetings. If your firm can not attend this meeting, we will provide a call-in number and master email list to ensure that all firms receive the same information. ***

Selection Process

The selection process will include review of proposals, preparation of a short list and final interviews. It is the City's desire to select a consultant and get final City approval at the City Council meeting on May 23, 2023.

Proposals will be reviewed by the RFP Review Committee. The Committee will be made up of the Mayor, one City Council member, one Plan Commission member, and three staff members. The Committee reserves the right to request additional information from consultants submitting proposals. The following criteria will be considered in the evaluation of the proposals:

1. Qualifications and previous related work of key personnel and firm, particularly with regard to working with municipalities of similar size, government structure, and issues.
2. Project Manager providing direct oversight and contact with City staff.
3. Understanding of project goals and general approach to the project. Although the City has identified the general nature of services required, the consultant has flexibility toward the approach to the methodology of the project and final product format.
4. Proposed timeline to complete the work and demonstrated ability to meet proposed schedule and budgets on past projects.
5. Quality of sample materials and proposal package submitted.

After the RFP Review Committee completes reviews of submittals, the Committee will interview firms. Key personnel to be assigned to the project shall be present at interviews. The RFP Committee will make a recommendation to the Plan Commission and Common Council. The Common Council will make the final selection.

General Assumptions & Notes

The scope of work contained in this document is predicated upon the following provisions, assumptions and conditions that should be part of any proposal and budget submitted by a consultant. The purpose of this list is to enumerate and describe mutual expectations and understandings required of all parties to this scope of work in order to complete this update on time and within budget.

1. The City may eliminate any task and associated contract hours/fees at any point throughout the contract period and will provide written notification of the task elimination to the consultant. Consultants will be paid for any task and associated contract hours/fees incurred prior to notification of cancellation.
2. All work products, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the consultant or sub-consultant while performing this work shall belong to the City of Baraboo. Digital copies of any data collected by the consultant or sub-consultants shall be provided to the City of Baraboo.
3. The City expects final GIS data deliveries in ESRI ArcGIS(v10.7) Geodatabase format, matching all content and spatial parameters of the existing city tax parcel data layer.
4. All consultant deliverables will be prepared in MS Word format. All spreadsheets and graphs will be prepared in MS Excel format. All maps and graphs shall be produced in color where appropriate. Digital copies of draft and final deliverables will be provided in both MS Word and PDF file formats as requested by City staff. Digital versions shall include all graphics, tables and appendices in suitable form for publishing on the City website.
5. The consultant will have primary responsibility for coordinating, reviewing and editing information obtained from their team members to ensure that the individual sections of the work submitted are prepared as part of one cohesive framework and/or document consistent in style and content.
6. The City will provide all available government documents, studies, site plans, GIS data layers and mapping, and other technical information pertaining to the study area based on the consultant's data request. Any documents provided in hardcopy shall be returned to the City as appropriate upon completion of the contract.
7. The consultant will provide project updates and other information including graphics suitable for posting on the City's website; the City is responsible for website updates of available project materials.
8. City staff will be responsible for distribution of meeting notices, public meeting room arrangements, and other logistics for public meetings

Agenda
Comprehensive Plan RFP Meeting
4-20-2023
Start at 10:00am

1. [Project Overview](#)
2. Project Timeline
 - a. RFP Release April 3, 2023
 - b. Mandatory staff meeting with prospective Consultants April 20, 2023 at 10:00 a.m.
 - c. Deadline for submittal of RFP May 1, 2023 at 2:00 p.m.
 - d. Staff/RFP Review Committee May 2-5, 2023
 - e. Interviews with Consultants May 8-12, 2023
 - f. Plan Commission Review and Recommendation May 16, 2023
 - g. Recommendation to Common Council May 23, 2023
 - h. Project Completion Second quarter of 2024
3. [Economic Development Projects](#)
4. Public Engagement
 - a. Large Business (Over 50 Employees)
 - i. Anticipate one on one interviews
 - b. Small Business (Under 50 Employees)
 - i. BID
 - ii. DBI
 - c. UW Baraboo
 - d. K-12 Schools (Public and Private)
 - e. Community Groups
 - i. ATV Group
 - ii. Powered Up Baraboo
 - iii. Civic Organizations
 - iv. Chamber of Commerce
 - v. Baraboo Young Professionals
 - vi. Ho-Chunk
 - vii. Hispanic Population
5. Challenges
 - a. Housing
 - i. Affordability and availability
 - ii. Proximity to Parks (Baraboo is a [10-Minute Walk Community](#))
 - iii. Increasing density in downtown (walkable areas to reduce reliance upon cars)
 - b. Commercial Growth Areas
 - i. Designating more areas in high traffic areas
 - c. Industrial Growth Areas
 - i. We have a strong need for additional areas to add this capacity
 - d. Redevelopment
 - i. Large inventory of older housing
 - e. Place making

- i. Making each of the new areas unique to maintain the quality of life throughout the city
 - ii. Walking/Biking
 - iii. Green Space creation/preservation
 - f. Transportation
 - i. Projects
 - 1. HWY 33
 - 2. Great Sauk Trail
 - 3. ATV Routes

Agreement for Professional Services

This Agreement is effective as of May 17, 2023, between City of Baraboo (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Comprehensive Plan Update**

Client's Authorized Representative: Casey Bradley
Address: 101 South Blvd.
Baraboo, WI 53913
Telephone: 608.355.2715 **email:** cbradley@cityofbaraboo.com

Project Manager: Nate Day, AICP
Address: 6808 Odana Road, Suite 200
Madison, WI 53719
Telephone: 608.620.6185 **email:** nday@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement. Exhibit B provides detailed information about the scope of services for this project.

Meeting Schedule:

Task 1: Project Management	How Many?
Kick-Off Meeting	1
Team Meetings	12
Task 2: Public Involvement	
Public Participation Plan	1
Public Hearing	2
Workshop/Open House	2
Large Employer 1-on-1 Meeting	4
Small Business Breakfast Meeting	2
Community Group Meetings	4
City Council Meeting	4
Plan Commission Meetings	4
Project Website	1
Online Survey	2
Pop-Up Meetings	2
Task 3: Development of Comprehensive Plan Update	
Draft Plan Revisions	3
Final Plan Revisions	1
Task 4: Comprehensive Plan Adoption	

Adoption Resolution	1
Adoption Meeting	1
Final Plan Revisions - Council Deliverable	1
Task 5: Development Regulations*	

*The Development Regulations Review and Revision Task is a preliminary review of existing regulations and provides a high-level recommendation about the types of regulation amendments that are necessary. Writing new or modifying existing development regulations is not included in this scope.

Client Responsibilities:

1. Designate a municipal staff member to be a liaison for the project for contact with SEH regarding project matters, including review and comment on the draft Plan document.
2. Publish public hearing and meeting notices.
3. Coordinate public meeting locations, room arrangements and other logistics for public meetings.
4. Provide existing GIS/CADD data to SEH for review and modification.
5. Provide community mailings and advertising of the planning process.
6. Distribute Comprehensive Plan drafts and the final adopted Plan.

Schedule: Consultant will start services promptly after the signing of this Agreement for Services. Consultant will finalize a project timeline with the Village during the initial project kick-off meeting. Consultant estimates services will take approximately 12 months to complete.

Task #	Task	Start Date	End Date
1	Project Management	May 2023	June 2024
2	Public Involvement	June 2023	June 2024
3	Plan Development	May 2023	May 2024
4	Plan Adoption	April 2024	June 2024
5	Development Regulation Review	June 2023	November 2023

Payment: The fee is hourly, not to exceed \$124,308, including expenses and equipment. Of the total, \$2,400 is dedicated to direct expenses which includes travel and project website management.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

None.

Short Elliott Hendrickson Inc.

City of Baraboo

By: 

Jeremy Tomesh
Title: Client Service Manager

By: _____

Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Baraboo (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 17, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

c:\users\nday\desktop\project folders\pursuits\baraboo comp plan\contract\exhibit a1.docx

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

SEH HOURLY BILLABLE RATES – 2023

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$185 – \$320
Project Manager	\$150 – \$280
Senior Project Specialist	\$155 – \$260
Project Specialist	\$110 – \$205
Senior Professional Engineer I	\$130 – \$210
Senior Professional Engineer II	\$155 – \$265
Professional Engineer	\$115 – \$195
Graduate Engineer	\$95 – \$160
Senior Architect	\$135 – \$250
Architect	\$115 – \$180
Graduate Architect	\$95 – \$130
Senior Landscape Architect	\$130 – \$200
Landscape Architect	\$105 – \$145
Graduate Landscape Architect	\$95 – \$120
Senior Scientist	\$145 – \$205
Scientist	\$100 – \$160
Graduate Scientist	\$90 – \$125
Senior Planner	\$145 – \$250
Planner	\$115 – \$180
Graduate Planner	\$100 – \$140
Senior GIS Analyst	\$120 – \$205
GIS Analyst	\$110 – \$175
Project Design Leader	\$135 – \$215
Lead Technician	\$120 – \$200
Senior Technician	\$100 – \$160
Technician	\$70 – \$135
Graphic Designer	\$100 – \$170
Administrative Professional	\$60 – \$150

CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Professional Land Surveyor	\$125 – \$190
Lead Resident Project Representative	\$105 – \$185
Senior Project Representative	\$105 – \$160
Project Representative	\$85 – \$145
Survey Crew Chief	\$95 – \$160
Survey Instrument Operator	\$65 – \$115

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.
The rates shown are subject to change.

Effective: January 1, 2023

Expires: December 31, 2023





Proposed Approach and Methodology

Developing a comprehensive plan can be a challenge for a community to coordinate and complete. Beyond the financial cost of this important project, a significant investment must be made by staff, policy makers, and stakeholders. To successfully see these plans through, our team employs clear, transparent communication protocols between the client, consultant, and community throughout the planning process.

OUR APPROACH

COMPREHENSIVE PLANNING PROCESS

The SEH team will work with the public, stakeholders, and municipal officials to identify key issues and opportunities that, when evaluated and incorporated into an action plan, will give the City of Baraboo the momentum to manage future growth in a way that is sustainable and consistent with the community's vision. Through a collaborative process, the SEH team will foster communications about growth management and potential infrastructure expansion.

Fundamental to comprehensive planning efforts, the planning process will engage the community in discussions about land use within Baraboo. Land uses and the interaction between adjacent land uses are key elements which make up the urban fabric of a community and contribute significantly to community identity and sense of place. It is important for a community to have a plan to guide future development and redevelopment of land. This helps ensure that the community grows responsibly and reflects the community's vision and values.

The SEH team will also assist the City of Baraboo with transportation and utility planning in the context of the Comprehensive Plan creation. As development continues, the community will face a new set of transportation, utility, and land use challenges over the next 10 years. Properly assessing future needs requires not only an understanding of existing conditions and critical issues, but also the knowledge of broader community trends.

Following a thorough, publicly accessible planning process, the SEH team will work with the City of Baraboo's staff and Plan Commission to develop an action plan for the implementation of the City's Comprehensive Plan.

Through the identification of community supported goals and objectives, policies will be established as a means through which the City can incrementally work towards implementing the Plan and to measure and evaluate the City's progress towards achieving the community vision.

ENGAGING STAKEHOLDERS

Engaging and inspiring stakeholders is critical to the success of every community planning process. Trained in public participation, our team places a high value on quality stakeholder involvement. We understand that a successful stakeholder involvement plan must represent the needs and desires of the many diverse interest groups and stakeholders within a community. We also recognize that there is no single technique that works in all situations – that no single method is ever enough to build the kind of understanding and support that a plan needs to succeed.

At the core of our approach is a thorough stakeholder engagement plan that we develop with you to identify the appropriate tools needed for your public outreach. Then we make sure you have the tools you need to reach each of your audiences efficiently. The following methodologies guide us in designing the public involvement process:

- Utilizing a variety of techniques such as workshops, interviews, open houses, website updates, and surveys
- Facilitating informed participation through effective communication tools: plans, perspective sketches, photographs, photo-simulations, visual preference surveys, and more
- Creating alternatives to find compromise and build support
- Documenting key decisions throughout the process

SCOPE OF SERVICES

The following section identifies our proposed scope of services for Baraboo's 2024-2034 Comprehensive Plan, outlining our work program with tasks and deliverables.

TASK 1 PUBLIC PARTICIPATION PLAN AND ENGAGEMENT

A successful community engagement process is needed for the Comprehensive Plan to be successful and the content to be written in a meaningful way. This section outlines the major public participation methods and meetings for the project.

PROJECT ORIENTATION

We will coordinate an initial project meeting with City staff to clarify the project work plan, schedule, deliverables, roles/responsibilities, and data acquisition.

PUBLIC PARTICIPATION PLAN

Based on feedback from the initial project meeting with City staff, a Public Participation Plan will be finalized, which includes methods for engaging the public. It is recommended that the City's Planning Commission and City Council approve a final Public Participation Plan.

KICKOFF MEETING

We will facilitate a kickoff meeting to:

- Discuss the proposed process and schedule, the Public Participation Plan, Community Survey, and seek feedback from the City.
- Engage the Planning Commission to evaluate strengths and weaknesses of previously completed planning documents and seek feedback about how the 2024-2034 Baraboo Comprehensive Plan may serve as a guide for land use decision making.

PUBLIC INVOLVEMENT WORKSHOP

At the beginning of the planning process, this Public Involvement Workshop will provide residents with an opportunity to help shape a vision for Baraboo. Our team will document feedback from the public about future opportunities and strengths of Baraboo, as well as suggestions for future changes to improve the community. Along with K-12 school and UW-Baraboo representatives, we'll invite community groups like Powered Up Baraboo, ATV riders, young professionals, and the Ho-Chunk Nation to this event.



Events like the Big Top Parade offer opportunities to meet with the public and listen to their opinions about the direction of their community.

POP-UP MEETINGS

Sometimes spur-of-the-moment meetings need to happen to help ensure a smooth project. The plan will include two additional meetings that could be used for special groups or to build upon concepts found throughout the Comprehensive Plan. This time may also be used to create a second survey or to have a booth at an event like Baraboo's Big Top Parade in late June, to meet people where they are.

COMMUNITY SURVEY

SEH will prepare and administer a multi-part survey to engage Baraboo's residents and business owners. Survey may be completed online or by hard copies provided to residents by the City (direct mailings or publicly available at City Hall and the library). The survey will be drafted in coordination with review from City staff and the Planning Commission. A Final Survey Report will be prepared, and findings will be discussed with the City.

BUSINESS COMMUNITY MEETINGS

Businesses large and small will have the opportunity to share their thoughts about the future of Baraboo. We propose a series of one-on-one meetings with large employers and group breakfast meetings with small business owners.

PLANNING COMMISSION WORK SESSIONS

Six work session meetings will be facilitated with the Planning Commission to review draft chapters of the plan and to engage in discussions about future action items needed in Baraboo for each of the plan chapters, while considering public comments acquired during this process. The purpose of the discussions is to inform the drafting of chapters of the Comprehensive Plan, including goals, objectives, and policies, from which our team will ultimately draft an Action Plan for implementation of the Comprehensive Plan.

COMMUNITY OPEN HOUSE

Once a draft Comprehensive Plan is drafted, a Community Open House will be facilitated to provide the public with an opportunity to comment on the draft, including goals and policies for implementation of the Plan.



A Community Open House enables stakeholders to comment on the draft Plan as it's developed.

PLANNING COMMISSION FINAL REVIEW

A Planning Commission meeting will be facilitated to review the draft Comprehensive Plan, comments received during the Community Open House, and subsequent revisions to the draft Plan.

TASK 2 DEVELOPMENT OF THE 2024-2034 BARABOO COMPREHENSIVE PLAN

The Comprehensive Plan elements will include data analysis, graphics, and mapping; goals, objectives, and policies; and specific recommendations for

implementation. Existing local conditions will be reviewed and analyzed, as will the existing 2004 Comprehensive Plan. This effort will also rely on information collected throughout the public engagement sessions, as well as the Planning Commission meetings and recommendations.

INTEGRATING EXISTING PLANS

The Comprehensive Plan will not seek to “reinvent the wheel” but rather integrate and update the many plans the City has developed and adopted over the years by providing an overall framework that:

- Analyzes existing goals and action items recommended for all the elements
- Updates key data and indicators for the community (including census and housing inventories)
- Takes account of current trends and opportunities
- Responds to community feedback about their vision for Baraboo in 2034
- Identifies key opportunities and pathways for implementation

Having a single document that identifies and gathers key guidance from the City's other multiple plans and studies will support elected officials' decision making, provide useful guidance for staff, and provide a useful resource for potential investors and developers who will then be able to easily tailor their proposals to fit within the City's goals.

DEVELOPMENT OF PLAN ELEMENTS

The 2034 Baraboo Comprehensive Plan is anticipated to include elements, or chapters, that will proactively address the needs of the community, planning to achieve the vision for Baraboo in 2034.

INTRODUCTION CHAPTER

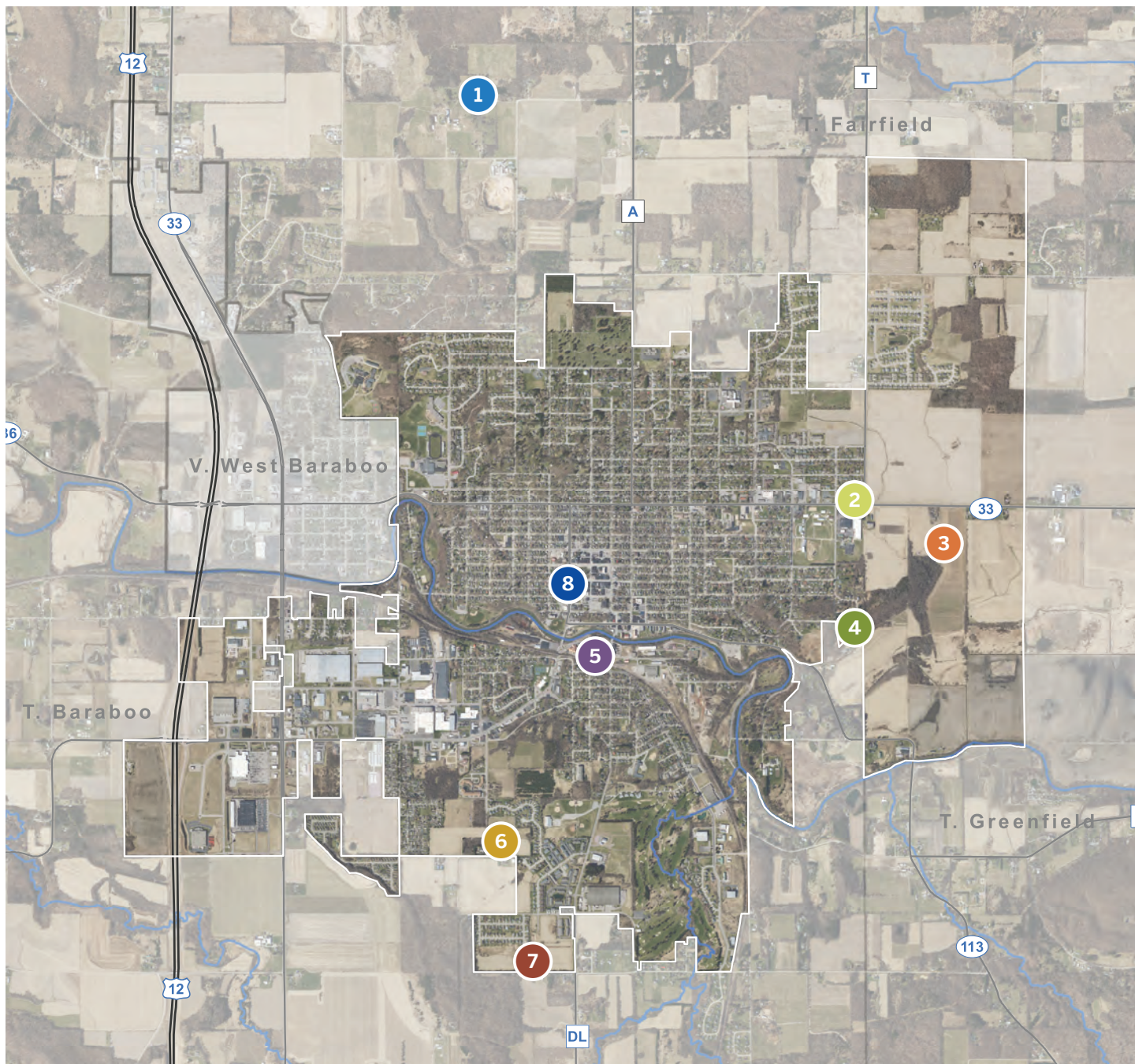
This chapter describes the purpose of a comprehensive plan, its uses, sources of information, and past planning efforts.

ISSUES AND OPPORTUNITIES CHAPTER

The SEH team will work with the public, stakeholders, and municipal officials to identify key issues and opportunities that, when evaluated and incorporated into an action plan, will give the City of Baraboo the momentum to manage future growth in a way that is sustainable and consistent with the community's vision.

We have outlined a few issues and opportunities on the following page that we will look to address in the Comprehensive Plan.

ISSUES AND OPPORTUNITIES | CITY OF BARABOO



- 1 Housing is a significant challenge, along with laying out space for additional commercial growth
- 2 Eastside corridor business/development opportunities
- 3 New Greenfield Estates Development
- 4 Environmental corridor = barrier for development
- 5 Baraboo Riverfront Development
- 6 Baraboo Bluffs Condominiums
- 7 South Side Development project
- 8 McGann Furniture Store – identified as a location of potential future downtown development

AGRICULTURAL, NATURAL, AND CULTURAL RESOURCES CHAPTER

This chapter reviews and develops goals and implementation actions for effective management of natural and cultural resources, such as groundwater, forests, productive agricultural areas, environmentally sensitive areas, threatened and endangered species, stream corridors, surface waters, floodplains, wetlands, and historical and cultural resources.

LAND USE AND GROWTH MANAGEMENT CHAPTER

This chapter provides a summary of current land use issues and opportunities and provides a strategy and recommendations for future land use, including priorities for infill/redevelopment, priority locations for housing, strategies for downtown vitality and future growth, and the allocation of future funds, among other considerations.

The previous planning efforts will be evaluated and updates integrated into this Comprehensive Plan. The Recommended Future Land Use Map will be reviewed and updated with mapping changes to better direct future growth, but we will also review the land use categories themselves. We will consider how the future land use categories function with the existing zoning districts and the outcome may be incorporation of new land use categories to better direct future development in Baraboo. As an implementation action, the Comprehensive Plan will make recommendations identified through the process for potential future zoning district and zoning code amendments.

TRANSPORTATION CHAPTER

Transportation and land use go hand-in-hand when updating a comprehensive plan. The US 12 corridor has created a very desirable location for commercial development, while WIS 33 will be reconstructed with a road diet. Together, these projects will affect the traveling public, as well as future land use. The chapter will:

- Include a **multimodal approach** to transportation that recognizes the need for safe and inviting walking and biking connectivity throughout the community, effective maintenance of streets and roadway assets, efficient and direct routes for motor-vehicle travel, and designated routes and connectivity for freight and cargo operations to support local industries and economic development.
- Make high level recommendations regarding impacts on **land uses and future transportation system design**.
- Evaluate and discuss **active transportation routes** like the Great Sauk Trail and the network of ATV routes during public outreach.

PUBLIC UTILITIES, PUBLIC FACILITIES, AND COMMUNITY SERVICES CHAPTER

This chapter provides planning guidance related to water, wastewater, stormwater infrastructure, and other assets, and it includes recommendations for upcoming technology and systems considerations – like 5G, solar integration, EV charging, and others – that will be foundational aspects for new growth in communities like Baraboo because of the new decentralization of work and “work from anywhere” labor shifts happening as a result of COVID-19.

It will also review community services, including police, fire and rescue facilities, libraries, schools, and other governmental facilities, as well as cemeteries, childcare facilities, and other community services.



PARKS AND RECREATION CHAPTER

SEH will review and reference Baraboo’s Outdoor Recreation Plan in the Parks and Recreation Chapter. Access to quality parks and programming is a key component for quality of life and for retaining and attracting residents and growth. This chapter will outline existing guidance and develop recommendations for next-step improvements and stewardship of Baraboo’s extensive park system’s assets, helping to ensure residents are within a 10-minute walk to a park or greenspace.

HOUSING AND NEIGHBORHOOD DEVELOPMENT CHAPTER

As Baraboo addresses the lack of affordable housing through the construction of new subdivisions, it will be important for the Comprehensive Plan Update to reflect a

compatible land use plan and development strategies. This chapter will involve:

- **Addressing the needs of current and future residents**, including through the development of entry level homes, senior-oriented housing and townhomes, downtown housing, home maintenance programs, workforce and affordable housing, and other approaches that are important for making sure Baraboo residents have access to the housing they need through the various stages of their lives and that local businesses have access to the workforce they need for their continued growth and success.
- **Evaluating previously completed housing studies** and incorporating implementation strategies.

ECONOMIC DEVELOPMENT CHAPTER

Economic growth and community prosperity is a foundational piece for resident quality of life. This chapter will include an investigation of Baraboo's comparative economic development advantages and the development of strategies and recommendations to support and enhance local business growth, including strategies that focus on supporting existing businesses, local startups, and targeted recruitment of new businesses.



Economic growth is a key component of our comprehensive planning process. We will explore opportunities to retain and attract local businesses in Baraboo.

INTERGOVERNMENTAL COOPERATION CHAPTER

The intergovernmental cooperation chapter reviews current cooperative planning efforts and agreements with other jurisdictions, including school districts and adjacent local governmental units, and identifies opportunities for future collaboration. This may include planning for development along municipal boundaries and considerations for compatible and complementary future development along those boundaries.

IMPLEMENTATION CHAPTER

The implementation chapter is defined as a compilation of programs, specific actions, implementation partners, potential funding opportunities, and other considerations to be completed to implement the goals and recommendations contained in the Comprehensive Plan. The chapter will also include a process for the Planning Commission's annual review of the Comprehensive Plan and a process for updating the Comprehensive Plan at least once every 10 years.

TASK 3 CREATE THE 2024-2034 COMPREHENSIVE PLAN

The 2034 Baraboo Comprehensive Plan will be written to serve as a concise and useful document to guide decision making by the Planning Commission, City Council, and other City stakeholders in planning for the desired future of Baraboo. The Plan will guide future public policy, zoning, and subdivision ordinance changes, as well as prioritize City resources to encourage sustainable growth strategies throughout Baraboo.

A traditional planning document will be developed with easy-to-read graphics, illustrations, and diagrams to communicate ideas and data clearly and simply. A poster document will also be developed and will serve as a graphically pleasing summary document. The poster document is intended to serve as a marketing piece for new residents, prospective businesses, and others interested in implementing the vision for Baraboo in 2034.

Throughout the process, a project website will be utilized to host updates on the project, opportunities for community feedback, public engagement summary results, and draft plan documents. If available, the School District newsletter and the City's Facebook page may also provide opportunities to share information.

TASK 4 ADOPTION

PUBLIC HEARING

A Planning Commission Public Hearing will be scheduled for the draft Comprehensive Plan. The Public Hearing

will be preceded by a public hearing notice, published at least 30 days before the scheduled hearing date. SEH will draft a Public Notice for City issuance, and the City will be responsible for its publication.

ADOPTION RESOLUTION

SEH will draft a resolution through which the Comprehensive Plan would be adopted and provide it for review by the City's Attorney.

ADOPTION MEETINGS

SEH will prepare materials for, attend, and present materials to the Planning Commission and subsequently to the City Council for their consideration of adoption of the Comprehensive Plan.

FINAL PLAN REVISION

As directed by the City Council, SEH will revise the draft Plan.

BARABOO FOCUS

A comprehensive plan must be carefully tailored to the needs of its community. We have outlined our approach to making this plan focused on serving the Baraboo community – per the questions posed on page 4 of the RFP – below and on the pages to follow.

ENGAGING PAST AND FUTURE GENERATIONS (Q1)

Engaging the community in a unique way that links the past and future generations requires creative thinking and a willingness to listen to and learn from all members of the

community. By valuing and respecting the knowledge and experiences of both older and younger generations, we can create a more connected and vibrant community for all.

One idea could be to create a community storytelling project that collects and preserves the stories of older members of the community. These stories could be shared with younger generations through digital media or community events, helping to bridge the gap between past and future generations.

Another idea could be to organize a community art project that involves both older and younger members of the community in creating a public art installation that represents the shared history and future of Baraboo. This could be a powerful way to connect the past and future and to celebrate the contributions of all members of the community.

INNOVATIVE AND EASY TO UNDERSTAND (Q2)

To create a plan that is truly innovative and unique to Baraboo, it's important to involve community members in the planning process. This can help ensure that the plan reflects their needs, values, and aspirations, and that it is easy to understand and relevant to community members.

As technology and society evolve, it's important to incorporate new trends and technologies into the Comprehensive Plan. This can help ensure that the plan remains relevant and functional for years to come.

A plan that is sustainable is one that can be maintained and adapted over time. This requires careful planning and consideration of the long-term impacts of the plan.



Our team plans engaging, interactive exercises to connect with and energize the public.

SEH's Public Participation Plan presents an overview of the tools, approaches, issues, and considerations for engaging the Baraboo community and receiving their comments and guidance for the City's Comprehensive Plan.

PUBLIC PARTICIPATION PLAN GOALS



By focusing on sustainability, Baraboo's plan can be functional for years to come.

A plan that is easy to understand is more likely to be effective. To help ensure that Baraboo's plan is easy to understand, we'll use clear and concise language and avoid jargon and technical terms that may be confusing to community members.

Our team will also work with the stakeholders to set measurable goals and objectives. This will help the City track progress and adjust as needed to make sure that the plan is achieving its intended outcomes.

COMMUNITY INVOLVEMENT (Q3)

Like our work with recent planning projects in La Crosse and Middleton, we will use a variety of engagement methods because different people prefer to engage in different ways. Our team will offer public meetings, surveys, an online forum through the website, focus groups, and community events to reach a broad range of community members.

A project website is a great tool that helps the process be transparent about the purpose, scope, and outcomes of the public engagement process. This can help build trust and make sure that community members feel informed and empowered to participate.

To facilitate meaningful participation, the team will provide clear and concise information about the issues being addressed, the options being considered, and the potential impacts of different decisions.

To make sure everyone can participate, it's important we make the public engagement process accessible to people with different abilities, languages, and cultural backgrounds. As a fluent Spanish speaker on our team, Adrian Diaz will help to communicate with Spanish-speaking residents since approximately 10% of Baraboo's population is Hispanic.

Finally, to demonstrate that community input is valued and acted upon, it's important to follow up with community members after the engagement process is complete. This might involve sharing the results of the process, outlining how community input influenced decision making, or providing opportunities for ongoing engagement and feedback.



PUBLIC PARTICIPATION AND LAND USE TOOLS (Q4)

Online mapping tools allow citizens to view and interact with maps that display current and proposed land use patterns, zoning regulations, and other important data. Citizens can use these tools to provide feedback on proposed land use changes and to suggest alternative land use scenarios. This same team has used online tools like WikiMap and Miro to achieve solid participation.

Social media platforms like Twitter, Facebook, and Instagram can be used to engage citizens and provide information about the future land use process. These platforms can be used to share news and updates, promote public meetings and events, and provide a forum for citizens to share their ideas and opinions.

Online surveys and polls can be used to gather feedback from citizens on specific land use issues. These tools are easy to use and can be distributed widely, making them an effective way to engage many citizens.

BUDGETING AND PROJECT MANAGEMENT (Q5)

As Project Manager, Nate Day will actively manage the comprehensive planning process by breaking down the process into manageable steps, setting clear goals and objectives, assigning roles and responsibilities to team members, and regularly monitoring progress to help

ensure that the project stays on track. Communication and collaboration among team members are essential for effective planning.

Remaining on budget involves careful financial planning and monitoring of expenses throughout the planning process. Nate will follow the established detailed budget at the outset of the project, tracking expenses regularly, and adjusting as necessary to make sure that expenses stay within the allocated budget.

SEH, THE RIGHT CHOICE (Q6)

SEH is a firm with significant experience in urban planning, land use, and community development. We have a proven track record of successfully completing similar projects and understand what it takes to coordinate with diverse stakeholders and navigate complex regulatory frameworks.

SEH has always been committed to innovation and staying current with the latest trends and best practices in planning. This is uniquely important when crafting a forward-looking planning document.

Our team puts a high value on collaboration and community engagement, qualities that are well-suited to work with stakeholders to develop a planning document that reflects the needs and aspirations of the community. These team members exhibit strong communication skills, including the ability to convey complex information in a clear and understandable way.



The SEH team has the proven experience, resources, and strategic approach to make sure your Comprehensive Plan communicates a shared vision for your community's future.

The City of Baraboo, Wisconsin

Background Over the course of the last year and a half or so, Spirit Lake LLC has been working with the City in an effort to develop their 54-acre property located on the southwest quadrant of CTH W and USH 12. These efforts resulted in the City's ultimate approval of a Development Agreement on February 14, 2023. As part of that Agreement, the Owners were required to prepare a Subdivision Plat for the City review and approval pursuant to Chapter 18 – Subdivision and Platting of the City's Code of Ordinances.

The purpose of this Resolution is to approve the Plat of Spirit Lake, a Seven (7) Lot subdivision. This matter was favorably reviewed by the Plan Commission at their May 16th meeting with a unanimous recommendation for approval.

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

WHEREAS, the Plan Commission reviewed and recommended approval of the Plat of Spirit Lake, a 7-Lot subdivision located on 53.343 acres of property, being a part of Sauk County Certified Survey Map No. 1685, part of the NE1/4 of the SE1/4, and part of the SE1/4 of the SE1/4 of Section 4, T11N, R6E, City of Baraboo, Sauk County, Wisconsin;

NOW, THEREFORE, BE IT RESOLVED that the Plat of Spirit Lake, a 7-Lot subdivision, is hereby granted final approval subject to the applicable provisions of Chapters 236 and 703 of the Wisconsin Statutes and Chapter 18 of the Baraboo Municipal Code of Ordinances and that all review fees be paid in full; and

THAT the Mayor and City Clerk are hereby authorized to sign the Plat of Spirit Lake subdivision.

Offered by: Plan Commission

Motion:

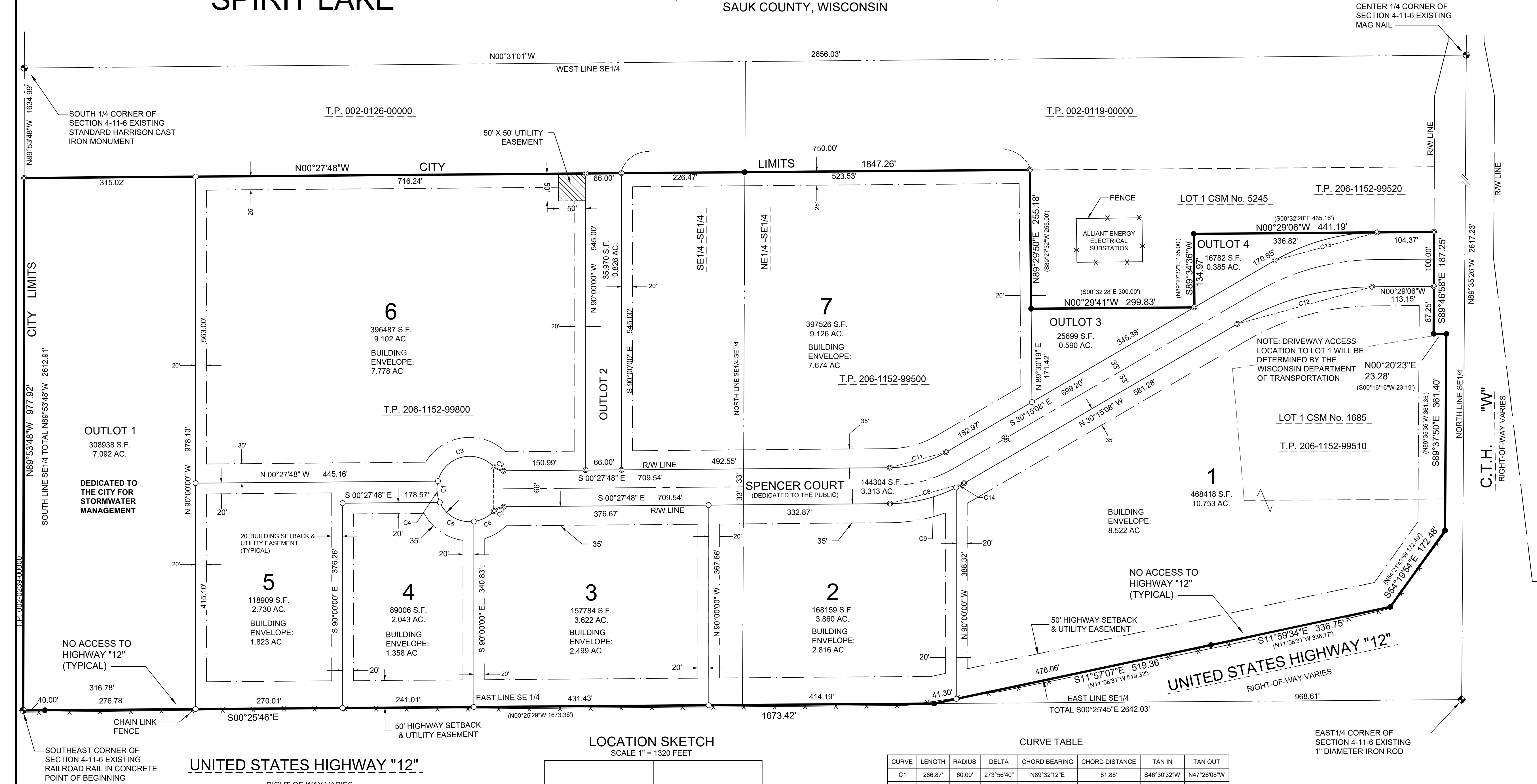
Second:

Approved: _____

Attest: _____

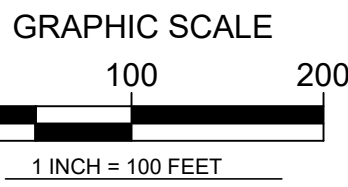
PLAT OF
SPIRIT LAKE

CSM 1685, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL LOCATED IN
SECTION 4, TOWN 11 NORTH, RANGE 6 EAST, CITY OF BARABOO,
SAUK COUNTY, WISCONSIN



UNITED STATES HIGHWAY "12"

RIGHT-OF-WAY VARIES

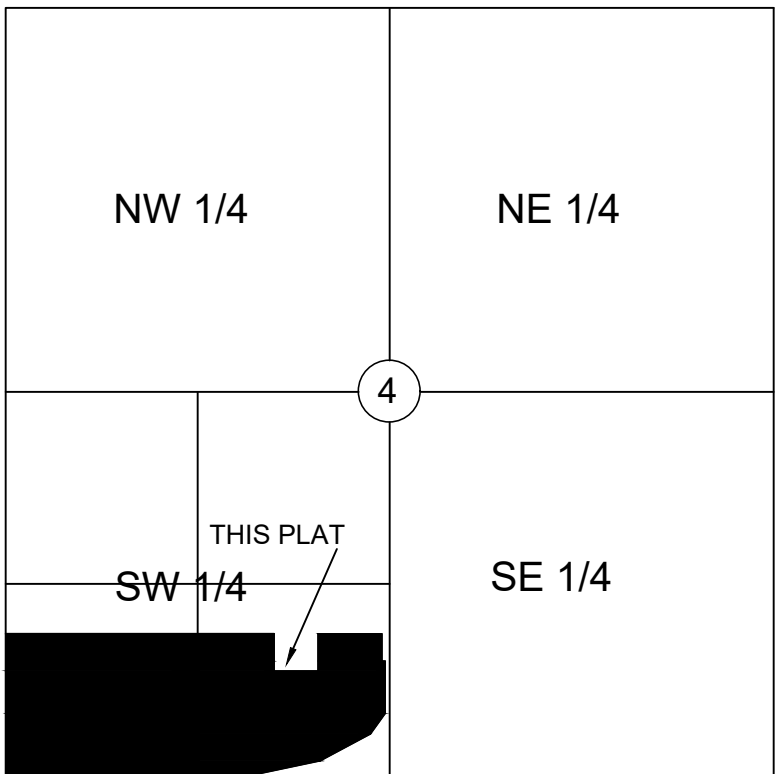


BEARINGS ARE REFERENCED TO THE WCCS
SAUK COUNTY (NAD83/11)
THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 4 BEARS N89°53'48"W

LEGEND

- PLSS CORNER AS NOTED - TIES VERIFIED
- EXISTING 3/4" DIAMETER IRON ROD
- RECORDED INFORMATION
- PLACED 1 1/4" X 18" IRON ROD WEIGHING 4.30 POUNDS PER LINEAL FOOT
- PLACED 3/4" X 18" IRON ROD WEIGHING 1.50 POUNDS PER LINEAL FOOT
- RESTRICTED HIGHWAY ACCESS
- BUILDING SETBACK AND UTILITY EASEMENT LINE
- T. P. TAX PARCEL NUMBER

LOCATION SKETCH
SCALE 1" = 1320 FEET



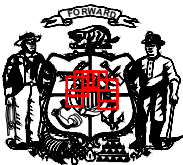
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	TAN IN	TAN OUT
C1	286.87'	60.00'	273°56'40"	N89°32'12"E	81.88'	S46°30'32"W	N47°26'08"W
C2	20.50'	25.00'	46°58'20"	S23°01'22"W	19.93'	S00°27'48"E	S46°30'32"W
C3	128.28'	60.00'	122°29'41"	S14°44'18"E	105.20'	S46°30'32"W	S75°59'09"E
C4	39.85'	60.00'	38°03'20"	N84°59'11"E	39.12'	S75°59'09"E	N65°57'31"E
C5	76.73'	60.00'	73°16'14"	N29°19'24"E	71.61'	N65°57'31"E	N07°18'44"W
C6	42.02'	60.00'	40°07'24"	S27°22'26"E	41.16'	S47°26'08"E	S07°18'44"E
C7	20.50'	25.00'	46°58'20"	S23°56'58"E	19.93'	S00°27'48"E	S47°26'08"E
C8	142.46'	274.00'	29°47'20"	N15°21'28"W	140.86'	N00°27'48"W	N30°15'08"W
C9	126.39'	274.00'	26°25'47"	N13°40'42"W	125.28'	N00°27'48"W	N26°53'35"W
C11	108.14'	208.00'	29°47'20"	N15°21'28"W	106.93'	N00°27'48"W	N30°15'08"W
C12	259.77'	500.00'	29°46'02"	N15°22'07"W	256.86'	N30°15'08"W	N00°29'06"W
C13	197.42'	380.00'	29°46'02"	N15°22'07"W	195.21'	N30°15'08"W	N00°29'06"W
C14	16.06'	274.00'	3°21'33"	N28°34'22"W	16.06'	N26°53'35"W	N30°15'08"W

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



REVISED MAY 16th, 2023

SHEET 1 OF 2



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FUNDING | PLANNING | ENVIRONMENTAL
1230 South Boulevard, Baraboo WI 53913
(608) 356-2771 www.msa-ps.com
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PLAT OF SPIRIT LAKE

CSM 1685, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4,AND
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL LOCATED IN
SECTION 4, TOWN 11 NORTH, RANGE 6 EAST, CITY OF BARABOO, SAUK
COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

I, KERRY R. ZIMMERMAN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF BARABOO, WISCONSIN, AND UNDER THE DIRECTION OF SPIRIT LAKE LLC, THE PLAT OF SPIRIT LAKE HAS BEEN SURVEYED, DIVIDED, AND MAPPED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED; AND THAT THIS LAND IS MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF SAUK COUNTY CERTIFIED SURVEY MAP NUMBER 1685, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 11 NORTH, RANGE 6 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 4 WHICH IS THE POINT OF BEGINNING; THENCE N89°53'48"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, 977.92 FEET; THENCE N00°27'48"W, 1323.73 FEET TO AN EXISTING IRON ROD ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE CONTINUING N00°27'48"W, 523.53 FEET TO THE SOUTHWEST CORNER OF SAUK COUNTY CSM No. 5245; THENCE N89°29'50"E ALONG CSM No. 5245, 255.18 FEET; THENCE N00°29'41"W ALONG CSM No. 5245, 299.83 FEET; THENCE S89°34'36"W ALONG CSM No. 5245, 134.97 FEET; THENCE N00°29'06"W ALONG CSM No. 5245, 441.19 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF C.T.H. "W"; THENCE S89°46'58"E ALONG THE SOUTH RIGHT-OF-WAY OF C.T.H. "W", 187.25 FEET; THENCE N00°20'23"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF C.T.H. "W", 23.28 FEET; THENCE S89°37'50"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF C.T.H. "W", 361.40 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S.H. "12"; THENCE S54°19'54"E ALONG THE WEST RIGHT-OF-WAY LINE OF U.S.H. "12", 172.48 FEET; THENCE S11°59'34"E ALONG THE WEST RIGHT-OF-WAY LINE OF U.S.H. "12", 336.75 FEET; THENCE S11°57'07"E ALONG THE WEST RIGHT-OF-WAY LINE OF U.S.H. "12", 519.36 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF U.S.H. "12" AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE S00°25'46"E ALONG THE WEST RIGHT-OF-WAY LINE OF U.S.H. "12" AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, 1673.42 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,323,652 SQUARE FEET OR 53.343 ACRES, MORE OR LESS.

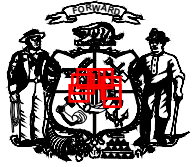
DATED THIS DAY OF , 2023.

KERRY R. ZIMMERMAN PLS #S1625-8

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified , 20

Department of Administration



CORPORATE OWNER'S CERTIFICATE OF DEDICATION

SPIRIT LAKE LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THE PLAT. SPIRIT LAKE LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.238.10 OR S236.12 WISCONSIN STATUES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: WISCONSIN DEPARTMENT OF ADMINISTRATION PLAT REVIEW, WISCONSIN DEPARTMENT OF TRANSPORTATION AND THE CITY OF BARABOO.

IN WITNESS WHEREOF, SPIRIT LAKE LLC HAS CAUSED THESE DOCUMENTS TO BE SIGNED BY THEIR REPRESENTATIVE, MATT BALFANZ, THIS DAY OF , 20 .

[OWNER OR REP.]

STATE OF WISCONSIN) SS
SAUK COUNTY)

PERSONALLY CAME BEFORE ME ON THIS DAY OF , 20 .

THE ABOVE NAMED , TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WI

MY COMMISSION EXPIRES

CONSENT OF CORPORATE MORTGAGEE

WCCU CREDIT UNION, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE , DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE CERTIFICATE OF SPIRIT LAKE LLC, OWNER.

IN WITNESS WHEREOF, THE SAID WCCU CREDIT UNION HAS CAUSED THESE DOCUMENTS TO BE SIGNED BY THEIR REPRESENTATIVE, BRUCE J. SCHROEDER, THIS DAY OF , 20 .

[OWNER OR REP.]

STATE OF WISCONSIN) SS
SAUK COUNTY)

PERSONALLY CAME BEFORE ME ON THIS DAY OF , 20 .

THE ABOVE NAMED , TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WI

MY COMMISSION EXPIRES

CITY OF BARABOO APPROVAL CERTIFICATE

I, ROB NELSON, MAYOR OF THE CITY OF BARABOO, DO HEREBY CERTIFY THAT THE PLAT OF SPIRIT LAKE WAS APPROVED BY THE COMMON COUNCIL OF THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN AND FURTHER CERTIFY THAT CONDITIONS OF SAID APPROVAL WERE FULFILLED ON

THE DAY OF , 20 .

RESOLUTION NO.

ROB NELSON, MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF BARABOO.

BRENDA ZEMAN, CITY CLERK

CITY OF BARABOO TREASURER CERTIFICATE

I, LORI LAUX, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF BARABOO, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

THE DAY OF , 20
ON ANY OF THE LAND IN THE PLAT OF SPIRIT LAKE

LORI LAUX, CITY TREASURER DATE

SAUK COUNTY TREASURER CERTIFICATE

I, ELIZABETH A. GEOGHEGAN, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE COUNTY OF SAUK, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

THE DAY OF , 20
ON ANY OF THE LAND IN THE PLAT OF SPIRIT LAKE

ELIZABETH GEOGHEGAN, COUNTY TREASURER DATE

SAUK COUNTY REGISTER OF DEEDS CERTIFICATE

RECEIVED FOR RECORDING THIS DAY OF , 20 AT
O'CLOCK M.

AND RECORDED IN VOLUME OF PLATS AT SAUK COUNTY ON PAGES
AS DOCUMENT NO. .

BRENT BAILEY, REGISTER OF DEEDS
SAUK COUNTY, WISCONSIN



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Finance/Personnel Committee Meeting Minutes

April 25, 2023, 6:00 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Members Present: Joel Petty, Jason Kent, Scott Sloan

Others Present: Adm. Bradley, Clerk Zeman, J. Ostrander, D. Olson, 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 April 11, 2023

Moved by: Jason Kent

Seconded by: Joel Petty

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Joel Petty

Seconded by: Jason Kent

CARRIED (3 to 0)

2. Action Items

2.a Accounts Payable

Moved by: Joel Petty

Seconded by: Jason Kent

Recommend to Common Council on paying \$730,019.95.

CARRIED (3 to 0)

2.b I A.M. Dairy Purchase Agreement

Adm. Bradley noted that this is part of the overall park creation on the riverwalk. This is part of the Alliant "east" contamination site and there are test wells all over. The Dept. of Natural Resources has been included in this process. The next item on the agenda is accepting a grant; by accepting this grant the DNR becomes part of the cleanup effort and exempts us from any liability for acquiring this property. The principal source of contamination for this area was WI Power & Light's coal gasification plant. Because of the possibility of contamination, this is a prime location for a hard surface playground which also serves as a cap for the contamination. The owner of I A.M. Dairy would like to do a "1031" exchange. This means that from the day the City purchases this property they have 180 days to take occupancy and ownership of something else and you can transfer the capital without paying capital gains. We are looking at closing on this property in June or July and they plan to rent from us for that 180-day time period. The development for the new property will include a lease for the property being purchased. I A.M. Dairy's new location will be in the Spirit Lake development. There is a provision in the agreement where they would like the new park to be named after the family; this does not currently follow City policy but ultimately the committee has the final decision. The funding for this purchase was put in the debt service that was done in May of 2022.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to approve the City Administrator and City Clerk to enter into a purchase agreement for the I A.M. Dairy property at 105 Vine Street.

CARRIED (3 to 0)

2.c Stewardship Grant

Adm. Bradley explained that this is funding to be used towards the purchase of the I A.M. Dairy property. By accepting this grant we are fully exempted from the contamination that's under this site. In this case, this particular piece of property is Alliant East and therefore Alliant is responsible for any contamination.

Moved by: Joel Petty

Seconded by: Jason Kent

Recommend to Common Council on accepting a 2023 Stewardship Grant contract for \$153,250 for acquisition of property at 105 Vine Street for future parkland.

CARRIED (3 to 0)

2.d Center for Rural Innovation Assessment

Adm. Bradley noted that this was brought to the committee for discussion at the last two meetings. This is an unbudgeted item and he is recommending that this be charged to the Planning Budget, contracted services. A budget amendment, if needed, will be done at a later date. The \$7,500 will be split three ways.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to authorize the City of Baraboo to partner with the City of Reedsburg and Sauk County Development Corporation for an assessment with the Center for Rural Innovation and it's Tech-Based Economic Development team for a total cost of \$7,500.

CARRIED (3 to 0)

2.e Abby Vans Contract

J. Ostrander explained that the Taxi agreement has been updated to include the purchase of three new vans. The old vans will be sold at auction. The committee is requesting that city staff bring back the taxi service for discussion at a later meeting.

Moved by: Joel Petty

Seconded by: Jason Kent

Recommend to Common Council to approve renewal contract with Abby Vans with the updated Addendum A with new vehicles.

CARRIED (3 to 0)

3. Discussion Items - None

There were no discussion items included on the agenda.

4. Adjournment

Moved by: Jason Kent

Seconded by: Joel Petty

That the meeting be adjourned at 6:46pm.

CARRIED (3 to 0)

Brenda Zeman, City Clerk



CITY OF BARABOO ADMINISTRATIVE MEETING
Meeting Minutes

May 2, 2023, 8:00 a.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Members Present: Hazard, Kierzek, Thurow

1. CALL TO ORDER

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES from April 4, 2023

THAT minutes be approved for the April 4th, 2023 meeting.

Moved by: Hazard

Seconded by: Kierzek

Motion: CARRIED

1.d APPROVE AGENDA

THAT the May 02, 2023 agenda be approved.

Moved by: Kierzek

Seconded by: Hazard

Motion: CARRIED

2. ACTION ITEM(S)

2.a New Liquor License

Hong Yan is only interested in beer license therefore Class "B" Liquor License has been requested. They understand the limitations of this request.

THAT the Class "B" Liquor License Application for Hong Yan, LLC be approved,

Moved by: Hazard
Seconded by: Kierzek

Motion: CARRIED

3. DISCUSSION

Casey discussed the following updates for the strategic plan:

- Constant Contact is being pursued to ease the burden of the large newsletter. There is a minimal cost of \$8 per month and our IT support is fond of the platform.
- Comprehensive Plan quotes are being pursued with a detailed schedule, list of projects, businesses and challenges. The Council should see this plan toward the end of May.

4. INFORMATIONAL ITEM(S)

4.a Date and time of next meeting: June 7, 2023 at 8 a.m.

5. ADJOURNMENT (Voice Vote)

5.a Adjourn at 8:17 am

Julie A. Ostrander, Finance Director