



## CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, August 22, 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 <i>(Voice Vote): August 8, 2023</i>	4
4. APPROVAL OF AGENDA	
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	
<ul style="list-style-type: none"><li>Residents are encouraged to participate in the Comprehensive Plan Survey. Please visit <a href="http://www.baraboocomprehensiveplan.com">www.baraboocomprehensiveplan.com</a> for more information.</li><li>Appoint Community Service Officer Thola as Weed Commissioner.</li></ul>	
10. CONSENT AGENDA <i>(Roll Call)</i>	
10.1 Accounts Payable Approve the Accounts Payable to be paid in the amount of \$	6
10.2 Appointment Approve the appointment of John Schick to the Baraboo Area Fire and EMS District Personnel Board to fill the unexpired term of Pamela Roland.	7
11. ORDINANCES ON 2nd READING <i>None.</i>	
12. NEW BUSINESS- RESOLUTIONS	
12.1 Budget Transfer Amendment Consider approving the Budget Transfer Amendment authorizing payment of additional cost for CLA, LLC in the amount of \$3,000.00. (Ostrander)	8
12.2 Stormwater Management Cooperative Agreement Consider approving a 5-yr Cooperative Agreement with the North Central	9

Wisconsin Stormwater Coalition for Public Education and Outreach  
relating to Stormwater Management (Pinion)

- 12.3 DOT Temporary Limited Easements 13  
Consider a Temporary Limited Easement to the Wisconsin Dept. of  
Transportation for curb ramp replacement projects on STH 136 and STH  
113 (Pinion)
- 12.4 Tourism Services Agreement 18  
Consider approving an agreement for the distribution of Room Tax  
between the City of Baraboo, the Baraboo Area Chamber of Commerce,  
and Downtown Baraboo, Inc. (Bradley)
- 12.5 Wisconsin Power & Light Easement, 206-0505-0000 25  
Consider approving a permanent easement along the south side of the  
alley between 4th & 5th Street, Camp St to Remington St, to Wisconsin  
Power & Light Company (Pinion)
- 12.6 Wisconsin Power & Light Easement, 206-0655-00000 30  
Consider approving a permanent easement along the south side of the  
alley between 4th & 5th Street, Camp St to Remington St, to Wisconsin  
Power & Light Company (Pinion)
- 12.7 Utility Easements 35  
Consider approving a permanent easement from DEVCO I, LLC and  
JDJE, LLC for sanitary sewer and water mains (Pinion)

### 13. NEW BUSINESS ORDINANCES

- 13.1 Amend Section 9.03 of the Municipal Code 44  
Consider amending Section 9.03, Throwing or Shooting of Arrows, Stone  
and other Missiles, to allow for the throwing of objects for sport/leisure  
activities (Sinden)

### 14. COMMITTEE OF THE WHOLE

- Finance Director J. Ostrander will present the 2024 Budget Overview  
Report
- Discuss the proposed Alliant Increase

### 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.)*

### 16. REPORTS, PETITIONS, AND CORRESPONDENCE 45

The City acknowledges receipt and distribution of the following:  
Reports: July, 2023 - Building Inspection, Treasurer

Copies of meeting minutes included in this packet:

Finance...7-25-2023

Public Safety...5-22-2023

Administrative...7-11-2023

Copies of meeting minutes in City Clerks files:

BID Board...6-21-2023

Public Arts...5-18-2023

Ad Hoc Food Truck...7-6-2023  
CDA...6-27-2023, 7-27-2023  
Plan...6-20-2023

**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****August 8, 2023, 6:00 p.m.****Ochsner Park****903 Park Street, Baraboo, Wisconsin**

Members Present: Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow  
Members Absent: Olson  
Others Present: Chief Sinden, Clerk Zeman, T. Pinion, J. Ostrander, L. Laux, W. Peterson, J. Bergin, K. Stieve, C. Johnson, members of the press and others.

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**1. CALL TO ORDER**

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

**2. ROLL CALL AND PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

**3. APPROVAL OF PREVIOUS MINUTES, July 25, 2023**

Moved by: Ellington

Seconded by: Kolb

**Motion: CARRIED**

**4. APPROVAL OF AGENDA**

Moved by: Petty

Seconded by: Hazard

**Motion: CARRIED**

**5. COMPLIANCE WITH OPEN MEETING LAW NOTED****6. PUBLIC INVITED TO SPEAK**

No one spoke.

**7. MAYOR'S BUSINESS**

Welcome to Council in the Park, we hope you enjoy the activities provided by city staff. Thanks to city staff for their hard work putting together tonight's event.

**8. CONSENT AGENDA (Roll Call)**

Moved by: Kent

Seconded by: Kolb

**Motion: CARRIED (8 to 0)**

**8.1 Accounts Payable****Resolution No. 2023-121**

THAT the Accounts Payable, in the amount of \$1,467,213.92 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

**9. ORDINANCES ON 2nd READING****9.1 Rezone Northwest Corner of CTH T and 12th Street, 2.98-acres**

Moved by: Ellington

Seconded by: Sloan

Approve the 2nd reading of **Ordinance No. 2614** amending Section 17.18(4)(a) and the Zoning District Map rezoning Lot 1 of Sauk County Certified Survey Map No. 7223, a 2.98-acre lot on the northwest corner of CTH T (Taft Ave) and 12th Street in the NE1/4 of the NE1/4 of Section 36, T12N, R6E, in the City of Baraboo, Sauk County, Wisconsin.

**Motion: CARRIED (8 to 0)**

**10. NEW BUSINESS RESOLUTIONS**

*None.*

**11. NEW BUSINESS ORDINANCES**

*None.*

**12. ADMINISTRATOR AND COUNCIL COMMENTS**

- Adm. Bradley thanked city staff for their hard work the past week with storm cleanup. He also gave a brief introduction of the activities located throughout the park tonight.
- Ald. Sloan thanked the citizens for attending tonight's event.

**13. ADJOURNMENT**

Moved by: Kolb

Seconded by: Ellington

That the meeting adjourn at 6:08pm.

**Motion: CARRIED**

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Brenda M. Zeman, City Clerk

**10.1**

**RESOLUTION NO. 2023 -**

**Dated: August 22, 2023**

**The City of Baraboo, Wisconsin**

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

**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:** \_\_\_\_\_

RESOLUTION NO. 2023 -

Dated: August 22, 2023

**The City of Baraboo, Wisconsin***Background:*

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

**Resolved, by the Common Council of the City of Baraboo, confirms the Mayor's appointments as follows:**

THAT, John Schick be appointed to the Baraboo Area Fire and EMS District Personnel Board to fill the unexpired term of Pamela Roland, serving to the date of the District's annual meeting in June, 2024.

**Offered By:** Consent**Approved by Mayor:** \_\_\_\_\_**Motion:****Second:****Certified by City Clerk:** \_\_\_\_\_

### The City of Baraboo, Wisconsin

**Background:** The City is required by State Statute to notify the citizenry through publication in the official newspaper whenever budget amendments are approved within 10 days of the amendment. Our practice 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.

To satisfy the legal requirement, we publish budget amendments after the Finance Committee and Common Council approvals.

The City purchasing policy Section XIV Miscellaneous Considerations 14.2 states the following concerning Non-Budgeted Items:

Purchases that have not been provided for in the current budget will require Council approval through budget transfers or amendments. The Department Head shall notify the City Finance Director and provide written documentation regarding the expenditure. This information will be provided to the Finance Committee for a recommendation to Council concerning purchase approval and necessary budgetary transfers or amendments.

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

**Comments:** The 2023 City Budget provides for publishing expenditures.

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

That the following budget transfer amendment is authorizing the payment of additional cost for CLA, LLC auditing services that created calculation spreadsheets for compliance with new GASB lease requirements of \$3,000. These spreadsheets will manage leases for years into the future. The extra cost is allocated 70% General Fund and 30% to the Water Department. The General Fund monetary transfer comes from excess budget in the General Fund Municipal Building health insurance account.

Account Number	Department	Budget	Debit/(Credit)	Amended Budget	Balance YTD
100-11-51640-132-000	General Fund – Municipal Building Health Insurance	19,721.00	(2,100.00)	17,621.00	0
100-11-51510-214-000	General Fund – Prof Services Auditing	36,340.00	2,100.00	38,444.00	12,975.00

**Offered by:** Finance/Personnel Comm.

**Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_



### The City of Baraboo, Wisconsin

**Background:** The City of Baraboo is one of approximately 220 communities in the State of Wisconsin required to have a Municipal Separate Storm Sewer System (MS4) permit from the Wisconsin Department of Natural Resources. That permit specifies that public education and outreach programs be developed to encourage residents and businesses to modify their behaviors and procedures to reduce stormwater pollution. In 2014, the City approved original Cooperative Agreement with the North Central Wisconsin Stormwater Coalition (we joined this group in 2013) and renewed that in 2018 so it's time to renew it again. The NCWSC's mission is to develop and implement a single information and outreach program to meet the MS4 permit requirements.

All 13 communities have been asked to renew the attached Cooperative Agreement.

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

### APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

**WHEREAS**, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

**WHEREAS**, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

**WHEREAS**, the City of Baraboo owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

**WHEREAS**, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston; and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

**WHEREAS**, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

**WHEREAS**, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

**BE IT RESOLVED**, the Common Council of the City of Baraboo hereby authorizes the Mayor and City Clerk to execute the attached Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

**Offered by:** Public Safety

**Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_  
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# STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

## **I. PARTIES**

Any entity that is required to obtain a WPDES general permit may become a “member” of the Northcentral Wisconsin Stormwater Coalition (the Coalition).

This Agreement is among the following members: the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild, and Weston; the Town of Rib Mountain; Marathon County; and the University of Wisconsin-Stevens Point, herein referred to as the Northcentral Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the Northcentral Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

## **II. TERM OF AGREEMENT**

This Agreement shall commence on February 1, 2024, and continue through January 31, 2028. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

## **III. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The Coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to members as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

## **IV. PROGRAM SUMMARY**

The activities required to complete this program include, but are not limited to the following:

- A. Review current research about stormwater impacts on waters of the state.
- B. Assess the public’s current knowledge of the causes of stormwater pollution.
- C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
- D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
- E. Evaluate collaborative efforts and institutional arrangements which may be used to implement

a long-term information and outreach program to meet the interests of the participating agencies.

- F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.
- G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

**V. SCOPE OF SERVICES**

Northcentral Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

**VI. INSURANCE**

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the Northcentral Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

**VII. MUTUAL INDEMNIFICATION**

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

**VIII. WAIVER OF BREACHES**

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

**IX. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin.

**X. SECTION HEADINGS**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**XI. NON-ASSIGNMENT OF AGREEMENT**

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

**XII. MODIFICATIONS TO AGREEMENT**

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

**XIII. INTEGRATION OF AGREEMENT**

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

**XIV. APPROVAL**

This Stormwater Management Cooperative Agreement shall be adopted by resolution (or by other acceptable means by the University) by each member.

RESOLUTION NO. 2023 -

Dated: August 22, 2023

## The City of Baraboo, Wisconsin

***Background:***

The Wisconsin Dept of Transportation is acquiring real estate interest(s) from property owners adjoining certain ADA Curb Ramps on STH 113 (Broadway and Water Street) and STH 136. The City of Baraboo owns two parcels that will be affected:

Parcel No. 91, located on the Southwest corner of STH 136 & Sauk Avenue. DOT is requesting a Temporary Limited Easement on 221 SF of the City's property and is requesting the fee simple conveyance of 42 SF for a combined total price of \$450.

Parcel No. 114, located on both sides of Water Street at the former Oak Street right-of-way. DOT is requesting a Temporary Limited Easement on a combined 403 SF of the City's property for a combined total price of \$350.

The Finance Committee reviewed this matter at their August 22<sup>nd</sup> meeting and unanimously recommended approval of these two conveyances for the proposed \$800 in compensation.

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

**RESOLUTION APPROVING THE SALE OF PROPRETY AND THE CONVEYANCE  
OF TWO TEMPORARY LIMITED EASEMENTS TO THE WISCONSIN  
DEPARTMENT OF TRANSPORTATION ON STH 136 AND STH 113.**

**WHEREAS**, the Wisconsin Department of Transportation has scheduled the replacement of certain ADA Curb Ramps on STH 136 and STH 113 in the City of Baraboo as part of their Project ID: 5637-02-21; and

**WHEREAS**, the State of Wisconsin would like to purchase certain Real Estate interests on land owned by the City of Baraboo, WisDOT Project Parcel No.'s 91 and 114 and they have offered the full appraised value for the respective interests;

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Baraboo approves the amount of \$350 for a 403 Sq Ft Temporary Limited Easement on Parcel No. 114 and the amount of \$450 for a fee simple conveyance of 42 sq ft and a Temporary Limited Easement for 221 Sq Ft on Parcel No. 91.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Baraboo authorizes the City Administrator and City Clerk to execute respective documents.

Offered by: Finance Comm.

Approved by Mayor: \_\_\_\_\_

Motion:

Second:

Certified by City Clerk: \_\_\_\_\_

Fee  
Temporary Limited Easement  
Property Line

# TRANSPORTATION PROJECT PLAT NO: 5637-02-21 - 4.02

THAT PART OF THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, IN THE TOWN OF BARABOO, ALSO THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, IN THE CITY OF BARABOO, ALL IN SAUK COUNTY, WISCONSIN.

RELOCATION ORDER STH 23, SOUTHWEST REGION ADA CURB RAMPS, SAUK COUNTY VARIOUS LOCATIONS, SAUK COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE-NAMED PROJECT, TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTIONS 84.02, 13, 84.09 AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAY OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE-NAMED PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SUB-SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

## NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), SAUK COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN LA CROSSE.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2, AS DOCUMENT NO. 1246014 FOR ADDITIONAL INFORMATION.

NO PROJECT DESIGN REFERENCE LINE ALIGNMENT EXISTS. REFERENCE LINE SHOWN IS BASED ON PROJECT 1674-01-22.

\*NO TITLE REPORT WAS ORDERED FOR THIS PARCEL. EXISTING R/W SHOWN PER WARRANTY DEED DOCUMENT NO. 1242182.

WISCONSIN  
POWER & LIGHT  
COMPANY

25' EASEMENT  
DOC. 749943  
PAGE 138  
PARCEL 88

6' & 12'  
EASEMENT  
DOC. 923484  
PAGE 62  
PARCEL 88

ALLIANT ENERGY  
- GAS  
NO RECORD  
OF EASEMENT  
PARCELS 88  
& 91

CITY OF  
BARABOO-WATER  
NO RECORD  
OF EASEMENT  
PARCELS 88&90

## FOUND MONUMENTATION TABLE

POINT	MON TYPE	Y	X
275	1" IP	234,742.531	643,486.729
276	1" IP	234,640.943	643,758.924

HWY	BASIS OF EXISTING R/W	YEAR
STH 136	DIVISION JOB 1453	1936
STH 136	TRANSPORTATION PROJECT PLAT 1670-00-24	1999
STH 136	TRANSPORTATION PROJECT PLAT 1674-01-22	2016
SAUK AVE	PLAT OF BARABOO INDUSTRIAL PARK	1980
SAUK AVE	TRANSPORTATION PROJECT PLAT 1670-00-24	1999
SAUK AVE	TRANSPORTATION PROJECT PLAT 1674-01-22	2016
SAUK AVE	WARRANTY DEED DOCUMENT NO. 1242182	2022

BP/PI	Y	X	DELTA ANGLE
108+00.00	234,920.329	643,804.939	
110+91.00	234,629.329	643,804.136	00°08'15" LT

RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 5637-02-21 - 4.02  
AMENDMENT NO:  
SHEET 1 OF 1

## R/W COURSE TABLE

200-201	N89°52'29"E	39.26'
201-202	S00°09'06"W	136.55'
202-203	S35°03'43"E	34.85'
203-204	S67°40'20"E	27.79'
204-205	S89°59'35"E	15.17'
205-206	S00°03'11"W	100.00'
206-207	N89°59'35"W	197.00'
207-208	S00°08'49"W	119.01'
208-209	S89°44'55"W	36.67'
209-210	S89°44'55"W	23.78'
210-211	S89°44'55"W	39.55'
211-212	N00°08'49"E	96.62'
212-213	N89°51'11"W	100'
213-214	N00°08'49"E	22.45'
214-215	N09°31'25"W	10.65'
215-216	N89°56'30"W	47.14'
216-217	N00°03'30"E	100.00'
217-218	SEE CURVE DATA	
218-219	N00°09'06"E	51.96'
219-220	S89°50'31"E	39.49'
220-221	N00°09'29"E	63.60'
221-200	N89°52'29"E	21.24'

## RW STATION & OFFSET TABLE

200	108+12.66	21.24' LT
201	108+12.47	60.50' LT
202	109+49.02	60.51' LT
203	109+77.48	80.61' LT
204	109+87.97	106.35' LT
205	109+87.57	257.52' LT
206	110+87.57	257.70' LT
207	110+88.09	60.70' LT
208	112+07.25	60.45' LT
209	112+07.42	23.78' LT
210	112+07.54	0.00'
211	112+07.72	39.55' RT
212	111+11.10	39.34' RT
213	111+11.10	40.34' RT
214	110+88.75	40.30' RT
215	110+78.26	42.09' RT
216	110+78.34	89.22' RT
217	109+78.34	89.40' RT
218	109+28.33	39.49' RT
219	108+76.37	39.49' RT
220	108+76.37	0.00'
221	108+12.77	0.00'

## TLE STATION & OFFSET TABLE

T250	109+32.59	60.51' LT
T251	109+32.56	77.05' LT
T252	109+61.55	97.52' LT
T253	109+84.37	97.52' LT
T254	110+88.08	65.70' LT
T255	111+02.03	65.68' LT
T256	111+02.02	60.68' LT
T257	111+11.08	47.34' RT
T258	110+78.26	47.30' RT

raSmith  
CREATIVITY BEYOND ENGINEERING

I, SHANE M. ZODROW, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE DEPARTMENT OF TRANSPORTATION, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

WISCONSIN  
SHANE M.  
ZODROW  
S-2869  
GREENDALE  
WI  
LAND SURVEYOR

SIGNATURE: *Shane M. Zodrow* DATE: 03/03/2023  
PRINT NAME: SHANE M. ZODROW  
REGISTRATION NUMBER: S-2869

THIS PLAT AND RELOCATION ORDER ARE APPROVED  
FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

SIGNATURE: *Cory Schlapel* DATE: 03/06/23  
PRINT NAME: CORY SCHLAPPEL

UTILITY NUMBER	UTILITY OWNER	INTEREST REQUIRED
500	ALLIANT ENERGY - ELECTRIC	RELEASE OF RIGHTS
503	ALLIANT ENERGY - GAS	RELEASE OF RIGHTS
505	CITY OF BARABOO - WATER	RELEASE OF RIGHTS

SCHEDULE OF LANDS & INTERESTS REQUIRED		OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND AND INTERESTS TO THE DEPARTMENT.	
PARCEL NUMBER	OWNER	INTERESTS REQUIRED	R/W REQUIRED S.F.
88	TACONIC ASSET TR BY TR	FEE, TLE	NEW EXISTING TOTAL
90	RNT PROPERTIES LLC	TLE	634 - - 634
91	ROBERT E. BURGESS	FEE, TLE	42 - - 42
			1,138 69 221



# WARRANTY DEED

Wisconsin Department of Transportation  
Exempt from fee [s. 77.25(2r) Wis. Stats.]  
RE1560 01/2023

THIS DEED, made by **City of Baraboo, a Wisconsin municipal corporation**, GRANTOR, conveys and warrants the property described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Four Hundred Fifty and 00/100 Dollars (\$450.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

## Corporate Acknowledgment:

City of Baraboo, a Wisconsin municipal corporation

This space is reserved for recording data

Return to  
Wisconsin Department of Transportation  
2101 Wright Street  
Madison, WI 53704

Parcel Identification Number/Tax Key Number  
002-0068-00000

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Brenda Zeman, City Clerk

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Casey Bradley, City Administrator

\_\_\_\_\_ Date

State of Wisconsin )  
 ) ss.  
Sauk \_\_\_\_\_ County )

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: \_\_\_\_\_ Physically in my presence. OR

\_\_\_\_\_ In my presence involving the use of communication technology.

\_\_\_\_\_  
Signature, Notary Public, State of

\_\_\_\_\_  
Print Name, Notary Public, State of

\_\_\_\_\_  
Date Commission Expires



Project ID  
5637-02-21

This instrument was drafted by  
Wisconsin Department of Transportation

Parcel No.  
91

NOTES:  
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR  
REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE  
DOCUMENT FOR PARCEL RELATED DETAILS.

PURPOSE FOR ALL TLEs IS FOR GRADING, UNLESS  
OTHERWISE NOTED.

R/W PROJECT NUMBER: 5637-02-21

EXHIBIT NUMBER:7

TLE ACQUISITION EXHIBIT  
CITY OF BARABOO, WATER STREET  
SAUK COUNTY VARIOUS LOCATIONS

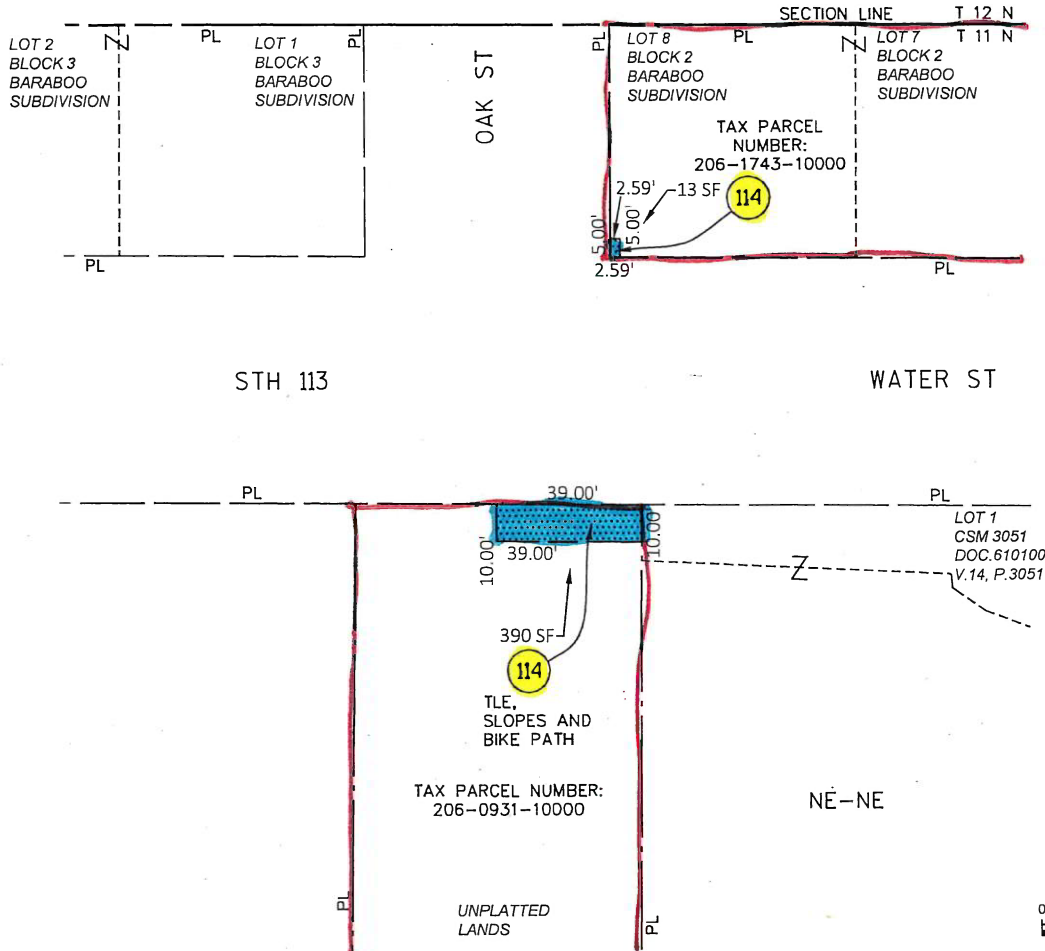
STH 113

SAUK COUNTY

PART OF LOT 8, BLOCK 2, OF BARABOO SUBDIVISION LOCATED IN AND ALSO  
INCLUDING PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 2, T11N, R6E, CITY  
OF BARABOO, SAUK COUNTY, WISCONSIN.

CITY OF  
BARABOO

SE-SE



### SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE  
PURPOSES ONLY AND ARE SUBJECT TO CHANGE  
PRIOR TO THE TRANSFER OF LAND INTERESTS TO  
THE CITY.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
114	CITY OF BARABOO	TLE	403

### UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
N/A	N/A	N/A

THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION  
SOUTHWEST REGION - LA CROSSE

SIGNATURE: *Cory Schlager* DATE: 3/9/2023

PRINT NAME: CORY SCHLAGEL

FILE NAME: TLE EXHIBIT 7 AND 8.DWG

PLOT DATE: 9/27/2022 2:09 PM

R/W PROJECT: 5637-02-21 -7



# TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation  
Exempt from fee: s. 77.25(2r) Wis. Stats.  
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
RE1577 01/2023

**THIS EASEMENT**, made by **City of Baraboo, a Wisconsin Municipal Corporation**, GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Three Hundred Fifty and 00/100 Dollars (\$350.00)** for the purpose of **slopes and bike path**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: Department of Natural Resources

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

## Corporate Acknowledgment:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Casey Bradley, City Administrator

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Brenda Zeman, City Clerk

This space is reserved for recording data

Return to  
Wisconsin Department of Transportation  
2101 Wright Street  
Madison, WI 53704

Parcel Identification Number/Tax Key Number  
206-1743-10000

\_\_\_\_\_  
Date  
State of Wisconsin )  
\_\_\_\_\_) ss.  
\_\_\_\_\_) County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: \_\_\_\_ Physically in my presence. OR \_\_\_\_ In my presence involving the use of communication technology.

\_\_\_\_\_  
Signature, Notary Public, State of

\_\_\_\_\_  
Print or Type Name, Notary Public, State of

\_\_\_\_\_  
Date Commission Expires



Project ID  
5637-02-21

This instrument was drafted by  
Wisconsin Department of Transportation

Parcel No.  
114

RESOLUTION NO. 2023-

Dated: August 22, 2023

**The City of Baraboo, Wisconsin**

**Background:** This is a new agreement for the sharing of room tax. In 2018 the City entered into an agreement with the Chamber for the purposes of providing tourism promotion and tourism development in the City of Baraboo. That agreement expired in 2020 and we have continued to operate under that old agreement while we have worked through the details of this new agreement. This new agreement, see attached, will also incorporate Downtown Baraboo Inc. (DBI). You will see both entities have agreed to share the revenues generated by the room tax in accordance with section five of this agreement. Both parties will be required to provide reports to the City as defined in section seven of the agreement.

Both DBI and the Chamber have agreed to the terms of this agreement and were responsible for the drafting of this agreement and have accepted the changes made by our legal counsel.

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

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

To approve of the attached 2023 to 2030 Tourism Services Agreement with the Baraboo Area Chamber of Commerce and Downtown Baraboo Inc.

**Offered by:** Finance/Personnel    **Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

**Certified by City Clerk:** \_\_\_\_\_

## **TOURISM SERVICES AGREEMENT**

This Tourism Services Agreement (the “Agreement”) is dated as of October 1, 2023 (the “Effective Date”) by and between The Baraboo Area Chamber of Commerce, Inc., a Wisconsin nonprofit corporation with an address of 600 West Chestnut Street, Baraboo, WI 53913 (“BACC”) Downtown Baraboo Inc., 524 Oak Street, #3 Baraboo, WI 53913 (“DBI”) and the City of Baraboo, a Wisconsin municipal corporation with an address of 101 South Boulevard, Baraboo, WI 53913 (the “City”).

### **RECITALS**

**WHEREAS**, BACC and DBI are nonprofit organizations that spend at least 51% of their respective revenues on tourism promotion and tourism development, as those terms are defined in Wis. Stat. § 66.0615(1)(fm);

**WHEREAS**, the City of Baraboo has adopted Ordinance 3.14 imposing a room tax as authorized under Wis. Stat. § 66.0615; and

**WHEREAS**, the parties enter into this Agreement intending to create a relationship between the parties whereby the City will forward 70% of the room tax revenues collected under Ordinance 3.14 (this 70% is hereinafter referred to as the “Room Tax Revenues”) to BACC and DBI and such Room Tax Revenues will be split between BACC and DBI as set forth below to pay for tourism promotion and tourism development activities performed by BACC and DBI, respectively.

### **AGREEMENT**

1. The Recitals set forth above are a material term of this Agreement and are hereby incorporated by reference in full. All terms of this Agreement shall be defined consistent with Wis. Stat. § 66.0615 unless otherwise defined herein.

2. City’s Imposition of Tax and Partial Retention of Proceeds. Pursuant to Ordinance 3.14, the City collects room tax for the furnishing of retail rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public. The City will retain 30% of the taxes collected pursuant to Wis. Stat. § 66.0615(1)(d)(1).

3. City Payment of Room Tax Revenues to BACC and DBI. Each quarter during the term of this Agreement, within 14 days after the City’s receipt of Room Tax Revenues, the City will pay to DBI and BACC amounts as set forth in Paragraph 4 below. BACC and DBI acknowledge and agree that the sole source of revenues for the City’s payment under this Agreement is from Room Tax Revenues actually collected by the City. This Agreement does not create a general obligation of the City.

4. Split of Room Tax Revenues Payments Between BACC and DBI. Except as otherwise set forth in Section 5 below, all payments of Room Tax Revenues made by the City shall be split between BACC and DBI as follows:

- a. From the Effective Date until December 31, 2023, 70% to BACC and 30% to DBI, rounded to the nearest whole dollar in favor of DBI.
- b. For calendar year 2024, 70% to BACC and 30% to DBI, rounded to the nearest whole dollar in favor of DBI.
- c. For calendar year 2025, 60% to BACC and 40% to DBI, rounded to the nearest whole dollar in favor of DBI.
- d. For calendar year 2026 through the term of this Agreement, equally between BACC and DBI.

5. Change in Splits. Notwithstanding Section 4 above, if any of the following events occur, BACC and DBI agree to split all payments of Room Tax Revenues made by the City as set forth below:

- a. If room taxes are collected under Ordinance 3.14 on a new establishment with more than 40 units and such establishment commences business operations in, or is on property that is annexed into, the City of Baraboo, the split of Room Tax Revenues will change to 50% to BACC and 50% to DBI starting on the beginning of the quarter after the establishment begins collecting room tax and shall continue through the remainder of this Agreement.
- b. If room taxes are collected under Ordinance 3.14 on a new establishment with more than 20 units but less than 41 units and such establishment commences business operations in, or is on property that is annexed into the City of Baraboo prior to December 31, 2024, the split of Room Tax Revenues will change to 60% to BACC and 40% to DBI starting on the beginning of the quarter after the establishment begins collecting room tax and continuing until December 31, 2025. Thereafter, all room tax payments shall be split equally between BACC and DBI.
- c. If in any two consecutive quarters during the term of this Agreement the City's Room Tax Revenues exceed double the Room Tax Revenues of the two highest quarters of calendar year 2022 combined, the split will immediately change to 50% to BACC and 50% to DBI for the remainder of the term of this Agreement.

6. Representations and Warranties.

- a. BACC and DBI both hereby individually represent and warrant they are each a tourism entity within the meaning of Wis. Stat. § 66.0615 and meet all

requirements set forth therein to receive the Room Tax Revenues from the City as contemplated in this Agreement.

b. Both BACC and DBI will use the Room Tax Revenues from the City for purposes of tourism promotion and tourism development. All expenditures of Room Tax Revenues received by BACC and DBI from the City hereunder shall comply with the requirements and limitations of Wis. Stat. § 66.0615. Notwithstanding the foregoing, neither BACC nor DBI shall be allowed to spend Room Tax Revenues received under this Agreement on any activity that will be highly likely to generate overnight stays in the Wisconsin Dells.

7. Reporting. By March 31 of each year during the term of this Agreement, BACC and DBI shall each separately provide the City with a report of all expenditures by BACC or DBI, respectively, in tourism promotion and tourism development for the previous calendar year. In addition, upon the reasonable request of the City, BACC and DBI each agree to provide additional information reasonably requested by the City from time to time concerning their expenditures in relation to tourism promotion and tourism development to assist in the City's compliance with reporting requirements required by Wis. Stat. § 66.0615. Any tourism promotion and tourism development expense totaling more than \$1,000.00 shall be itemized. At the City's reasonable request, DBI or BACC (or both) will provide a quarterly update to the City on its respective plans for expenditure of Room Tax Revenues received from the City hereunder.

8. Term and Termination.

a. This Agreement will commence upon the Effective Date and will continue until December 31, 2030. This Agreement will thereafter continue on a year-to-year basis unless one of the parties provides at least 180 days' but no more than 270 days' notice of termination of this Agreement prior to the expiration of the initial term or any renewal term. For the avoidance of any doubt, a timely notice of termination by one party shall effectuate the termination of this Agreement as to all parties upon the expiration of the applicable term. The Parties shall have no obligations to each other upon termination or expiration of this Agreement unless specifically stated herein.

b. The right of BACC or DBI to collect Room Tax Revenues under this Agreement applies only when BACC or DBI, respectively, qualify as a tourism entity and are not otherwise in default under this Agreement. If, at any point during the Term, either BACC or DBI does not qualify as a tourism entity pursuant to Wis. Stat. § 66.0615 or is otherwise in default under this Agreement, the payment of Room Tax Revenues due to such non-qualifying or defaulting party will be transferred to the other party (provided such other party qualifies as a tourism entity and is not in default under this Agreement) until such time as the non-qualifying or defaulting party corrects the deficiency. A non-qualifying or defaulting party will have no right to recapture payments made to the other party during such time as such party does not qualify as a tourism entity or is otherwise in default under this Agreement.

9. Indemnification.

a. BACC shall indemnify and hold harmless the City, the City's agents, servants, employees, officers, directors and representatives from all demands, actions, suits, claims, damages and liabilities, including, without limitation, reasonable attorneys' fees, or proceedings of any kind whatsoever arising directly or indirectly from BACC's use of Room Tax Revenues that is determined by a court of competent jurisdiction to be in violation of: (a) this Agreement, or (b) any laws or regulations applicable to BACC. Notwithstanding the foregoing, BACC is in no event responsible, and shall not indemnify the City hereunder, for any activities that were mandated by the City through its agents or employees as a condition to receiving the Room Tax Revenues contemplated herein.

b. DBI shall indemnify and hold harmless the City, the City's agents, servants, employees, officers, directors and representatives from all demands, actions, suits, claims, damages and liabilities, including, without limitation, reasonable attorneys' fees, or proceedings of any kind whatsoever arising directly or indirectly from DBI's use of Room Tax Revenues that is determined by a court of competent jurisdiction to be in violation of: (a) this Agreement, or (b) any laws or regulations applicable to DBI. Notwithstanding the foregoing, DBI is in no event responsible, and shall not indemnify the City hereunder, for any activities that were mandated by the City through its agents or employees as a condition to receiving the Room Tax Revenues contemplated herein.

10. General Provisions.

a. This Agreement shall in no way be construed as limiting BACC's or DBI's right or ability to enter into contracts or other cooperative arrangements with other parties or organizations which further tourism promotion and tourism development.

b. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable provision shall be severed from this Agreement and the remainder of this Agreement shall not be affected thereby, and such remainder shall be given full force and effect.

c. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and can only be amended or modified in writing executed by BACC, DBI, and the City.

d. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, as well as their respective successors and assigns. Neither BACC nor DBI shall assign this Agreement or its respective obligations hereunder without the prior written consent of the City. The City shall not assign this Agreement or its obligations hereunder without the prior written consent of BACC and DBI.

e. This Agreement shall be deemed to have been made in Sauk County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the laws of the State of Wisconsin without regard to any conflict of laws provisions. All

actions or proceedings relating directly or indirectly to this Agreement, whether in contract or tort, shall be litigated only in the circuit court located in Sauk County, Wisconsin. All Parties to this Agreement hereby subject themselves to the jurisdiction of the circuit court for Sauk County, Wisconsin and waive any and all rights to object to such jurisdiction or any inconvenience related to such jurisdiction.

f. Nothing in this Agreement shall be deemed or construed to create any relationship of third-party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties. This Agreement shall not be construed as creating any sort of fiduciary relationship between the parties.

g. All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereunder by virtue of that party having drafted this Agreement.

h. This Agreement may be executed in any number of counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one agreement. The parties further agree that electronically reproduced signatures such as by facsimile or e-mail transmission are valid for the original execution of this Agreement and any amendment or modification of this Agreement.

***[The remainder of this page is intentionally left blank with a signature page to follow.]***

IN WITNESS WHEREOF, the undersigned parties execute this Agreement as of the Effective Date.

**CITY: CITY OF BARABOO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BACC: BARABOO AREA CHAMBER OF COMMERCE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DBI: DOWNTOWN BARABOO, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



RESOLUTION NO. 2023-

Dated: August 22, 2023

**The City of Baraboo, Wisconsin**

**Background:** The City owns the property on the south side of the alleyway east of Camp Street and south of 5<sup>th</sup> Street. Wisconsin Power & Light Company is requesting an easement along the southerly 10 feet of the northerly 26.5 feet of the easterly 183.5 feet of City-owned property (Tax Parcel 206-0505-00000), part of Langer Park, on the south side of the alley for electric line and underground communication line facilities. The proposed easement document and location map are attached to this Resolution.

Staff has reviewed this request and has concluded that these easement will not have any adverse effect to the property or its continued use as a park. .

**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 a 183.5-foot wide by 10-foot deep permanent easement along the south side of the alley between 4<sup>th</sup> and 5<sup>th</sup> Street from Camp Street to Remington Street being part of Tax Parcel No. 206-0505-0000, for underground electric and underground communication line facilities is hereby granted by the City of Baraboo to Wisconsin Power and Light Company as described in the attached easement document.

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

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) City of Baraboo, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation; Centurytel of the Midwest-Kendall, LLC (Brightspeed); and Charter Communications, Inc., a Delaware corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor **in the City of Baraboo, County of Sauk, State of Wisconsin**, said Easement Area to be **10 feet** in width and described as follows:

*See EXHIBIT "A" attached hereto and made a part hereof.*

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line and communication line facilities.
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Tree Trimming:** The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter.
5. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, caused by the construction, maintenance or removal of said Designated Facilities.
6. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
7. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
8. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
Madison, WI 53718

Parcel Identification Number(s)

0505-00000

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF BARABOO**

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me \_\_\_\_\_, 20\_\_, the above-named \_\_\_\_\_,  
the \_\_\_\_\_ of City of Baraboo to me known to be the person who executed  
the foregoing document and acknowledged that they are executed the foregoing document as on behalf of said entity by its authority.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by  
Justin DeVries

Checked by  
Haley Long

August 11, 2023

Project Title: BARB81 Mainline Conv Part 1

ERP Activity ID: 4270441

Tract No.:

Rerow No.:

## **Exhibit "A"**

### **Lands owned by Grantor:**

Located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 36, Township 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.

Commencing 12 rods south of the southeast corner of Block 2 of Mrs. V. Wheeler's Addition to the City of Baraboo, thence south 104 feet, thence west 183.5 feet, thence north about 88 feet, thence west about 225 feet, to Camp Street, thence north about 16 feet, thence east about 408.5 feet to the place of beginning, being a part of the south half of Section 36, Township 12 north, Range 6 east.

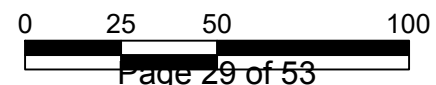
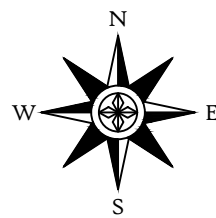
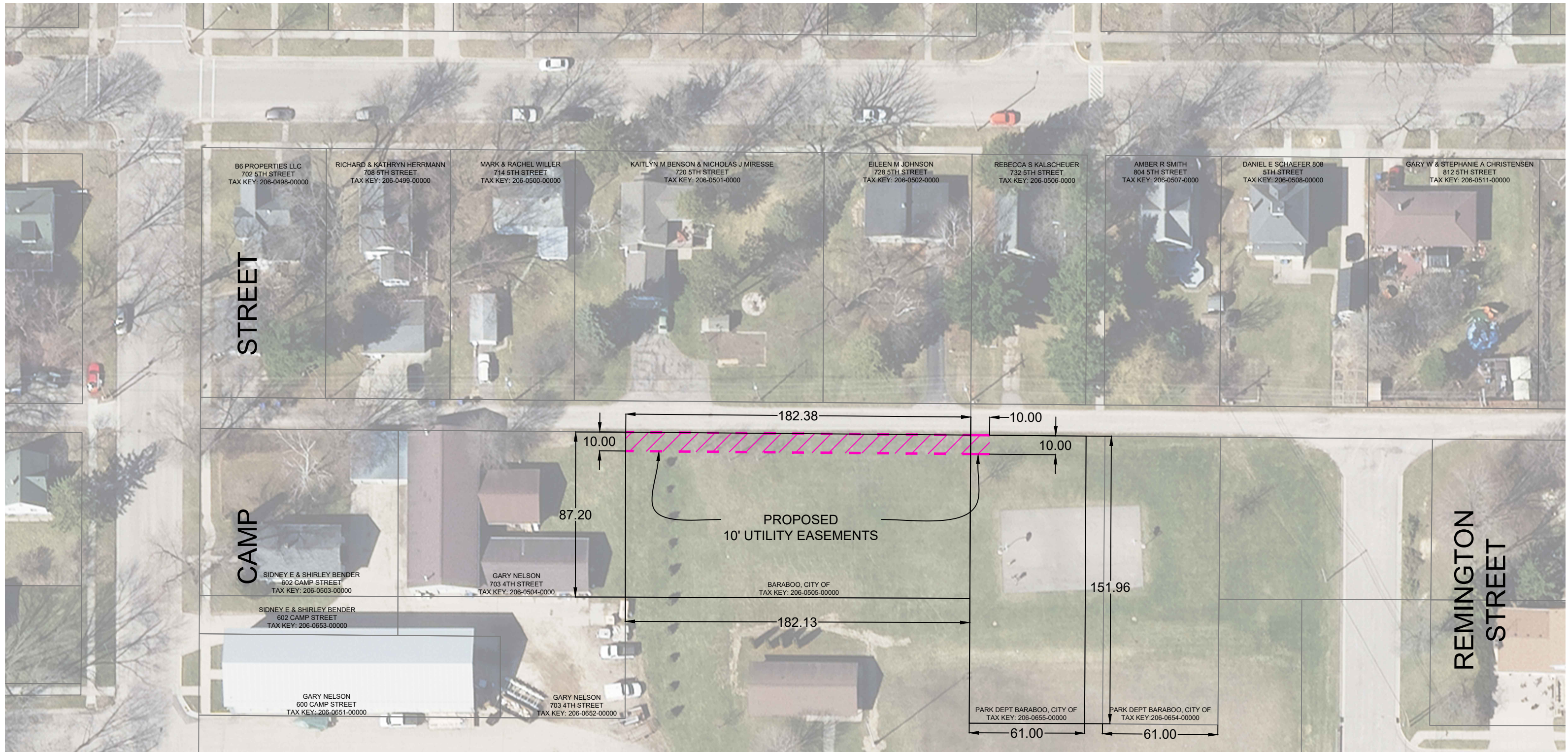
Grantor's deed being recorded on July 30, 1948, as Document Number 279551 in the office of the Register of Deeds for Sauk County, Wisconsin.

### **Easement area:**

The easement area being the South Ten (10) feet of the North Twenty-six and one-half (26.5) feet of the East One hundred eighty-three and one-half (183.5) feet, lying parallel with the North property line, of the above-described real estate.



# PROPOSED UTILITY EASEMENT





RESOLUTION NO. 2023-

Dated: August 22, 2023

**The City of Baraboo, Wisconsin**

**Background:** The City owns the property on the south side of the alleyway east of Camp Street and south of 5<sup>th</sup> Street. Wisconsin Power & Light Company is requesting a 10' x 10' easement in the northwest corner of the City-owned property (Tax Parcel No. 206-0655-00000), part of Langer Park, located approximately 176 feet west of the westerly right-of-way of Remington Street and south of said alley for electric line and underground communication line facilities. The proposed easement document and location map are attached to this Resolution.

Staff has reviewed this request and has concluded that these easement will not have any adverse effect to the property or its continued use as a park. .

**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 a 10-foot wide x 10-foot deep easement in the northwest corner of Tax Parcel No. 206-0655-00000, adjacent to the south right-of-way of the alley between 4<sup>th</sup> and 5<sup>th</sup> Street from Camp Street to Remington Street for underground electric and underground communication line facilities is hereby granted by the City of Baraboo to Wisconsin Power and Light Company as described in the attached easement document.

**Offered by:** Finance/Personnel Comm.    **Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) The City of Baraboo, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation; Centurytel of the Midwest-Kendall, LLC (Brightspeed); and Charter Communications, Inc., a Delaware corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor **in the City of Baraboo, County of Sauk, State of Wisconsin**, said Easement Area to be **10 feet** in width and described as follows:

*See EXHIBIT "A" attached hereto and made a part hereof.*

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line and communication line facilities.
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Tree Trimming:** The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter.
5. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, caused by the construction, maintenance or removal of said Designated Facilities.
6. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
7. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
8. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
Madison, WI 53718

Parcel Identification Number(s)

0655-00000

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE CITY OF BARABOO**

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me \_\_\_\_\_, 20\_\_\_\_, the above-named \_\_\_\_\_  
the \_\_\_\_\_ of The City of Baraboo to me known to be the person who  
executed the foregoing document and acknowledged that they are executed the foregoing document as on behalf of said entity by its  
authority.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by  
Justin DeVries

Checked by  
Haley Long

June 27, 2023

Project Title:	BARB81 Mainline Conv Part 1
ERP Activity ID:	4270441
Tract No.:	
Rerow No.:	



## **Exhibit "A"**

### **Lands owned by Grantor:**

Located in the East Half of the Southwest Quarter (E½ SW¼) of Section 36, Township 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.

Part of the Northeast Quarter of the Southwest Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 36, Township 12 North, Range 6 East commencing at a point 214.5 feet, more or less, South of the Southeast Corner of Block 2, Mrs. V. Wheeler's Addition, City of Baraboo. Said point being located on the South Line of the Alley as dedicated in Page 260, Volume 22, Deeds, point also being the point of beginning; thence South 152 feet, more or less, to the North Line of Fourth Street extended according to the Plat of Remington, Jacobs, Thomas and Prentice re-subdivision; thence East 61 feet; thence North to the South Line of the aforementioned Alley, thence West 61 feet to the point of beginning.

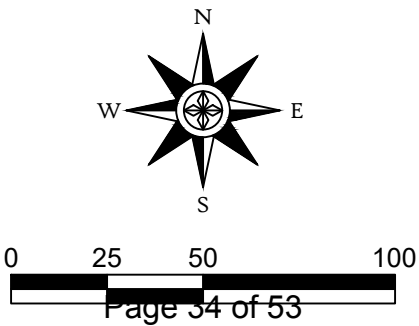
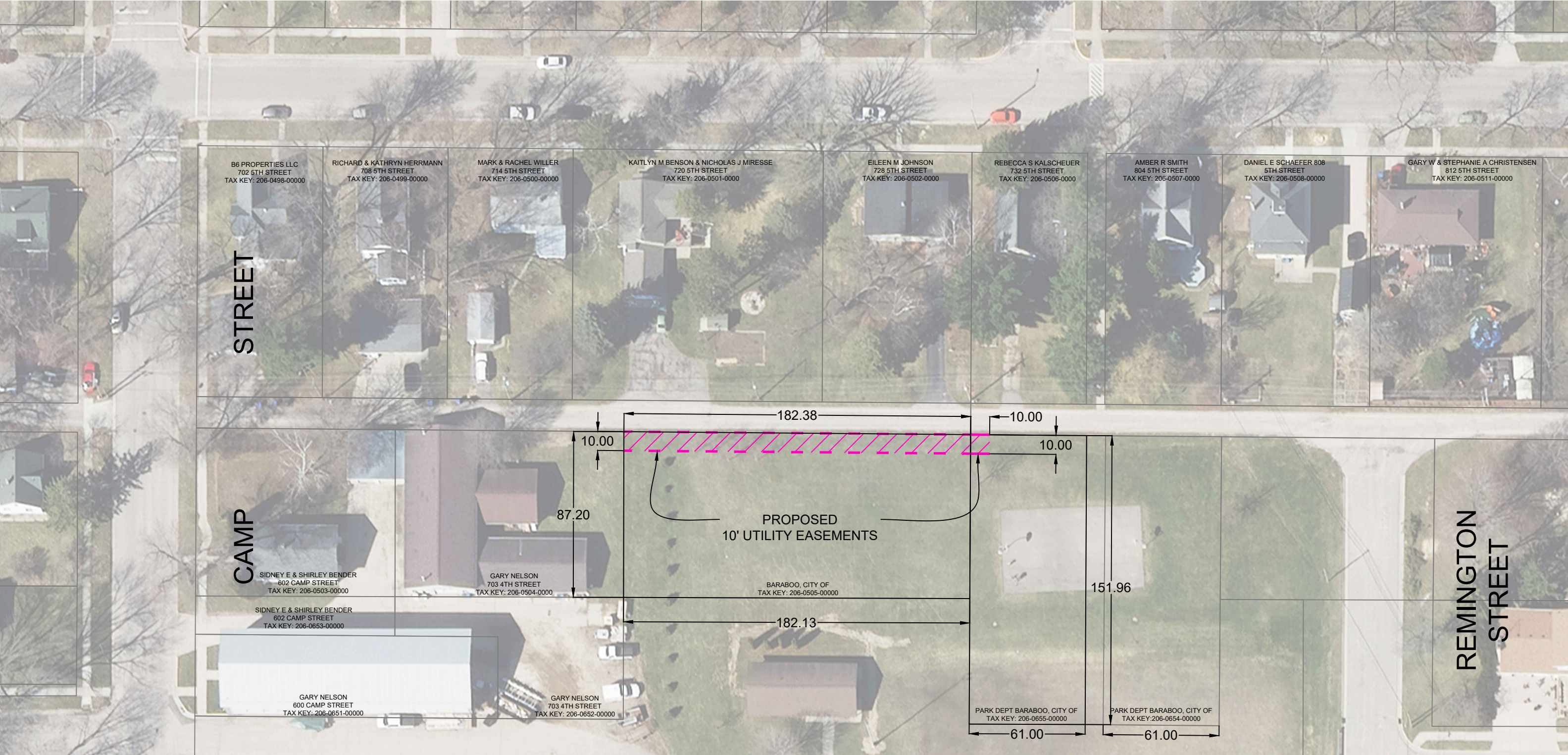
Grantor's deed being recorded on December 23, 1986, as Document Number 493265 in the office of the Register of Deeds for Sauk County, Wisconsin.

### **Easement area:**

The easement area being the North Ten (10) feet of the West Ten (10) feet, lying parallel with the North property line, of the above-described real estate.



# PROPOSED UTILITY EASEMENT





RESOLUTION NO. 2023 -

Dated: August 22, 2023

**The City of Baraboo, Wisconsin**

**Background:** The City of Baraboo has been coordinating future sewer and water utility extensions to serve the west side of the new US Hwy 12 expressway. In order to provide such service, any such project necessitates the acquisition of utility easements from DEVCO I, LLC and JDJE, LLC along the each side of the southerly boundary of Lot 1, CSM 7611 (occupied by the new Fairfield by Marriot hotel).

A price of \$10,000 has been negotiated for each of the 20' x 394' (+/-) easements and both parties have agreed to that price.

At their meeting on August 22<sup>nd</sup>, the Finance Committee recommended approval of these arrangements with DEVCO I, LLC and JDJE, LLC.

**Fiscal Note: (check one) [ ] Not Required [ ] Budgeted Expenditure [X] Not Budgeted**  
**Comments** A TID #11 Expense

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

That two 20-foot wide x 394-foot long (+/-) permanent easements for sanitary sewer and water main be obtained from DEVCO I, LLC and JDJE, LLC in accordance with the two attached Permanent and Perpetual Utility Easement documents and the Mayor and City Clerk are hereby authorized to execute the corresponding documents.

Offered by: Finance/Personnel Comm.

Approved: \_\_\_\_\_

Motion:

Second:

Attest: \_\_\_\_\_

**Permanent and Perpetual  
Utility Easement**

Document Title

Document Number

THIS EASEMENT GRANT is made and executed effective the date set forth below by the undersigned Grantors, DEVCO I, LLC, hereinafter referred to as “Grantor.”

For good, valuable, and fair consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys, free and clear of all liens and encumbrances, to the City of Baraboo, Wisconsin, a Wisconsin municipal corporation, its successors and assigns, hereinafter referred to as “City,” a permanent and perpetual utility easement in, upon, under, across, and through Lot 3, Sauk County Certified Survey Map No. 6411, recorded in the Sauk County Register of Deeds Office in Volume 38, Page 6411 as Document #1128673, situated in the NW 1/4 of the SW 1/4 of Section 3, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin shown on Exhibit 1 and described as follows:

Commencing at the southeast corner of Lot 1, Sauk County Certified Survey Map No. 7166, recorded in the Sauk County Register of Deeds Office in Volume 44, Page 7166 as Document #1236639; thence S4°55'55”W along the westerly right-of-way of Gateway Drive, 20.08 feet; thence S89°59'55”W to the east right-of-way line of USH 12; thence N12°25'07”E to the southwest corner of said Lot 1, Sauk County Certified Survey Map No. 7166; thence N89°59'55”E, 393.84 feet to the point of beginning.

Said easement parcel is hereafter referred to as “The Easement Tract.”

Grantor understands and agrees that the utilities constructed and installed by the City within The Easement Tract are important and that this Easement is an exclusive easement and Grantor, its successors and assigns, shall not interfere with the construction, operation, usage, maintenance, ownership, inspection, and repair of any utility system within The Easement Tract and no additional improvement shall be constructed on The Easement Tract.

Recording Data

Name and Return Address

Thomas Pinion  
Baraboo City Engineer  
101 South Blvd  
Baraboo, WI 53913

Parcel Identification Number (PIN)

206-2119-40601

The foregoing easement includes the right to lay, excavate, construct, maintain, operate, inspect, use, relocate, and repair any municipal utility, in, upon, under, across, and through The Easement Tract. The Easement granted herein shall include the full right of ingress and egress by the City, its employees, agents, and contractors, together with equipment, supplies, and materials to, over, across, through, and under The Easement Tract and the lands adjoining the same as is reasonably necessary to excavate, lay, construct, use, maintain, operate, inspect, relocate, and repair any municipal utility and for doing anything necessary, useful, and convenient for the full enjoyment of the Easement granted herein.

The City agrees that in the event its construction, operation, usage, maintenance, ownership, inspection, or repair any municipal utility causes damage to The Easement Tract, that the City shall, at its own expense, repair all such damages, including grading and seeding, so as to return the property to its original state prior to the work being accomplished upon The Easement Tract. The City further agrees that the City shall avoid and not cause damage or harm to any existing improvements on The Easement Tract and, in the event the City does cause damage or harm to any existing improvements, the City shall be responsible for the actual and true costs of repair or replacement.

This Easement Grant and the covenants and agreements contained herein shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**(Signature Page to Follow)**

**GRANTOR:  
DEVCO I, LLC**

\_\_\_\_\_  
Jay Smith, Managing Member

**AUTHENTICATION**

Signature(s) of \_\_\_\_\_  
\_\_\_\_\_

authenticated on \_\_\_\_\_  
\_\_\_\_\_

[Print Name]

Title: Member State Bar of Wisconsin

**ACKNOWLEDGEMENT**

**STATE OF WISCONSIN**

**COUNTY OF** \_\_\_\_\_

Personally came before me on \_\_\_\_\_ the  
above-named \_\_\_\_\_  
to me known to be the person(s) who executed the foregoing instrument  
and acknowledged the same.

\_\_\_\_\_  
[Print Name]

Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

**GRANTEE:  
CITY OF BARABOO**

\_\_\_\_\_  
Rob Nelson, Mayor

\_\_\_\_\_  
Brenda Zeman, City Clerk

**AUTHENTICATION**

Signature(s) of \_\_\_\_\_  
\_\_\_\_\_

authenticated on \_\_\_\_\_  
\_\_\_\_\_

[Print Name]

Title: Member State Bar of Wisconsin

**ACKNOWLEDGEMENT**

**STATE OF WISCONSIN**

**COUNTY OF** \_\_\_\_\_

Personally came before me on \_\_\_\_\_ the  
above-named \_\_\_\_\_  
to me known to be the person(s) who executed the foregoing instrument  
and acknowledged the same.

\_\_\_\_\_  
[Print Name]

Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

This document drafted by:  
Thomas Pinion, PE  
Baraboo City Engineer

**Permanent and Perpetual  
Utility Easement**

Document Title

Document Number

THIS EASEMENT GRANT is made and executed effective the date set forth below by the undersigned Grantors, JDJE, LLC, hereinafter referred to as "Grantor."

For good, valuable, and fair consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys, free and clear of all liens and encumbrances, to the City of Baraboo, Wisconsin, a Wisconsin municipal corporation, its successors and assigns, hereinafter referred to as "City," a permanent and perpetual utility easement in, upon, under, across, and through the real estate situated in the NW 1/4 of the SW 1/4 of Section 3, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin shown on Exhibit 1 and described more particularly as follows:

The southerly 20 feet of Sauk County Certified Survey Map No. 7166, recorded in the Sauk County Register of Deeds Office in Volume 44, Page 7166 as Document #1236639.

Said easement parcel is hereafter referred to as "The Easement Tract."

Grantor understands and agrees that the utilities constructed and installed by the City within The Easement Tract are important and that this Easement is an exclusive easement and Grantor, its successors and assigns, shall not interfere with the construction, operation, usage, maintenance, ownership, inspection, and repair of any utility system within The Easement Tract and no additional improvement shall be constructed on The Easement Tract.

The foregoing easement includes the right to lay, excavate, construct, maintain, operate, inspect, use, relocate, and repair any municipal utility, in, upon, under, across, and through The Easement Tract. The Easement granted herein shall include the full right of ingress and egress by the City, its employees, agents, and contractors, together with equipment, supplies, and materials to, over, across, through, and under The Easement Tract and the lands adjoining the same as is reasonably necessary to excavate, lay, construct, use, maintain, operate, inspect, relocate, and repair any

Recording Data

Name and Return Address

Thomas Pinion  
Baraboo City Engineer  
101 South Blvd  
Baraboo, WI 53913

Parcel Identification Number (PIN)

206 2119-40610

municipal utility and for doing anything necessary, useful, and convenient for the full enjoyment of the Easement granted herein.

The City agrees that in the event its construction, operation, usage, maintenance, ownership, inspection, or repair any municipal utility causes damage to The Easement Tract, that the City shall, at its own expense, repair all such damages, including grading and seeding, so as to return the property to its original state prior to the work being accomplished upon The Easement Tract. The City further agrees that the City shall avoid and not cause damage or harm to any existing improvements on The Easement Tract and, in the event the City does cause damage or harm to any existing improvements, the City shall be responsible for the actual and true costs of repair or replacement.

This Easement Grant and the covenants and agreements contained herein shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**(Signature Page to Follow)**



**GRANTORS:  
JDJE, LLC**

\_\_\_\_\_  
Jay Smith, Managing Member

**AUTHENTICATION**

Signature(s) of \_\_\_\_\_  
\_\_\_\_\_

authenticated on \_\_\_\_\_  
\_\_\_\_\_

[Print Name]

Title: Member State Bar of Wisconsin

**ACKNOWLEDGEMENT**

**STATE OF WISCONSIN**

**COUNTY OF** \_\_\_\_\_

Personally came before me on \_\_\_\_\_ the  
above-named \_\_\_\_\_

to me known to be the person(s) who executed the foregoing instrument  
and acknowledged the same.

\_\_\_\_\_  
[Print Name]

Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

**GRANTEE:  
CITY OF BARABOO**

\_\_\_\_\_  
Rob Nelson, Mayor

\_\_\_\_\_  
Brenda Zeman, City Clerk

**AUTHENTICATION**

Signature(s) of \_\_\_\_\_  
\_\_\_\_\_

authenticated on \_\_\_\_\_  
\_\_\_\_\_

[Print Name]

Title: Member State Bar of Wisconsin

**ACKNOWLEDGEMENT**

**STATE OF WISCONSIN**

**COUNTY OF** \_\_\_\_\_

Personally came before me on \_\_\_\_\_ the  
above-named \_\_\_\_\_

to me known to be the person(s) who executed the foregoing instrument  
and acknowledged the same.

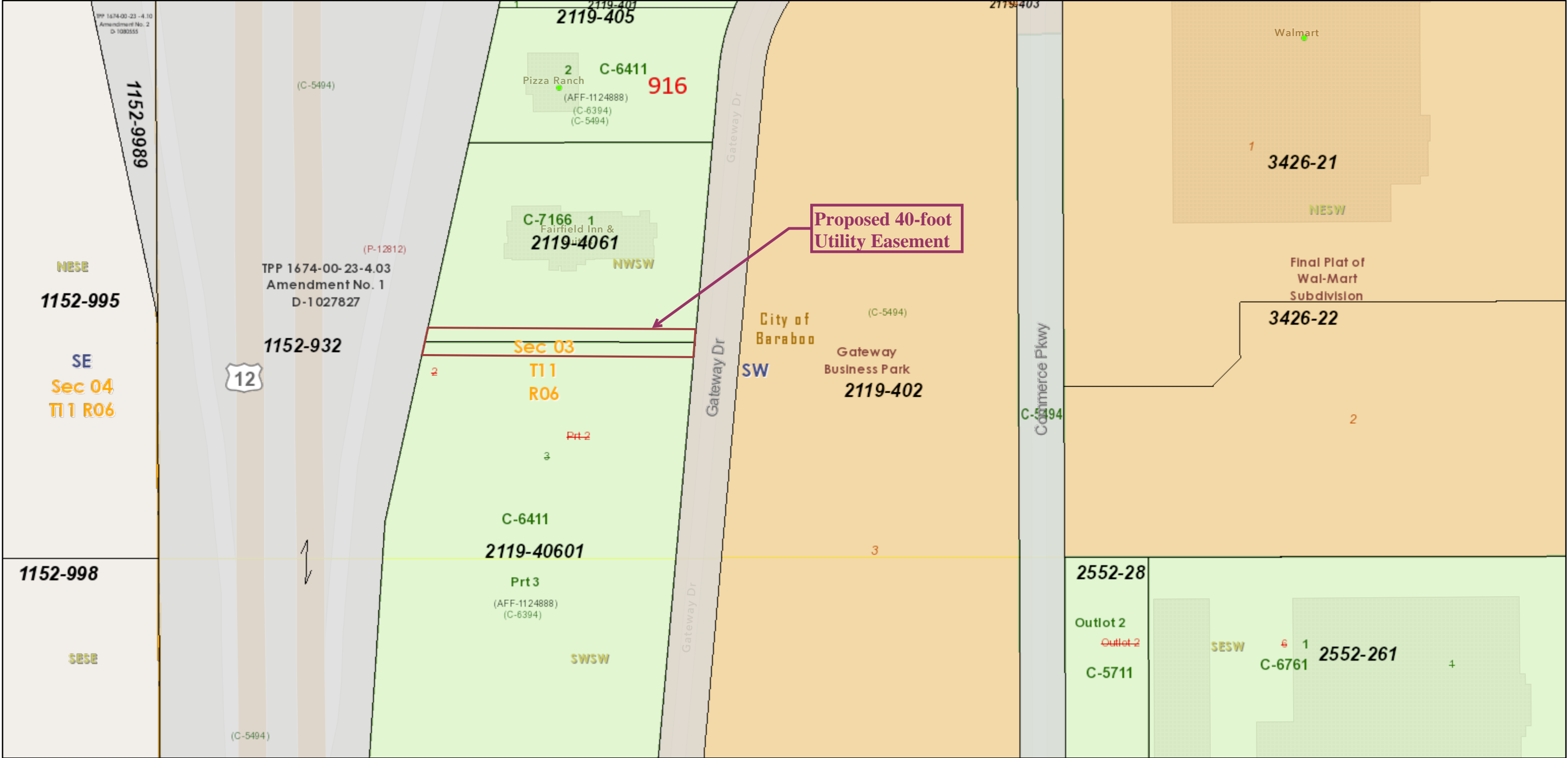
\_\_\_\_\_  
[Print Name]

Notary Public, State of Wisconsin

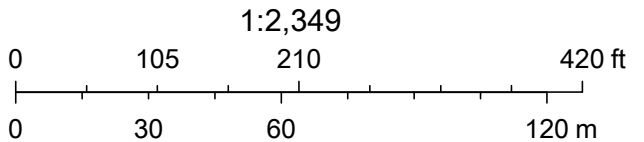
My Commission: \_\_\_\_\_

This document drafted by:  
Thomas Pinion, PE  
Baraboo City Engineer

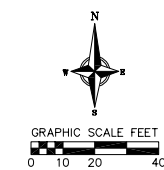
# Gateway Business Park



4/23/2023, 3:11:33 PM



Esri Community Maps Contributors, County of Sauk, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sauk County Land Information/GIS



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REVISIONS  $\Delta$  DATE

SHEET NUMBER

## C200

## Proposed 40-foot Utility Easement

**The City of Baraboo, Wisconsin**

**Background:** The City's Municipal Code prohibits the throwing or shooting of arrows, stones, snowballs and other missiles and projectiles at, in or onto any building, street, sidewalk, alley, highway, park, playground or other public place within the city. Mayor Nelson received an inquiry from a concerned citizen reporting the current ordinance makes the throwing of objects for sport/leisure illegal. The simple recommended wording change to the ordinance removes that confusion.

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

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

- Section 9.03 of the City of Baraboo Municipal Code is amended as follows:

9.03 THROWING OR SHOOTING OF ARROWS, STONES AND OTHER MISSILES. (2434 09/22/15, 2521 05/28/19) (1) PROHIBITED. No person shall throw or shoot any object, arrow, stone, snowball or other missile or projectile, by hand or by any other means, at any person or at, in or into any building, street, sidewalk, alley, highway, park, playground or other public place within the City “**without the persons consent or that would tend to cause damages to any property or injury to any person or animal**”.

(2) EXCEPTIONS. (a) This section shall not apply to archery ranges in City parks which are authorized and supervised by the Park and Recreation Commission. (b) This section shall not apply while hunting with a State of Wisconsin issued hunting license. However, while hunting with a bow or crossbow, no person shall hunt within 100 yards from a building located on another person's land, unless that person who owns the land on which the building is located allows the hunter to hunt within the specified distance. Further, all persons hunting with a bow or crossbow shall discharge the arrow or bolt from the respective weapon toward the ground. (c) This section shall not apply to any state or federally permitted activities. (d) The Chief of Police or designee shall be authorized to grant exceptions to this section, in the sole discretion of the Chief of Police or designee, when said exception is requested no less than three (3) business days prior to the date the activity will take place. By receiving an exception to this section, the person(s) receiving the exception agree to indemnify, defend and hold the City harmless for any acts and/or omission of the indemnifying party and its officers, employees, agents, participants, partners, affiliates, representatives and volunteers, as applicable, as it may relate to activity that will be performed as the result of the exception.

- This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: \_\_\_\_\_

Clerk's Certification: \_\_\_\_\_

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the \_\_\_\_ day of September 2023 and is recorded on page \_\_\_\_ of volume 44. A summary of this Ordinance was published in the local newspaper on the \_\_\_\_ day of September, 2023.

**REPORT OF BUILDING INSPECTION**  
**Construction, Plumbing, Electrical, HVAC, Commercial**  
**JULY**

PERMIT TYPE	2022						2023					
	ISSUED	YTD	EST COST	YTD	FEEES	YTD	ISSUED	YTD	EST COST	YTD	FEEES	YTD
Commercial, New	1	2	\$12,458,833.00	\$12,918,833.00	\$15,068.56	\$17,476.24	0	2	\$0.00	\$3,837,825.00	\$0.00	\$6,870.56
Commercial Addition	0	1	\$0.00	\$9,731,600.00	\$0.00	\$0.00	0	2	\$0.00	\$529,064.00	\$0.00	\$847.60
Commercial, Alterations	0	12	\$0.00	\$3,301,600.00	\$0.00	\$4,164.11	2	7	\$225,000.00	\$1,215,500.00	\$820.10	\$2,618.55
Commercial, Razing	0	1	\$0.00	\$20,000.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Residential , New SF	2	4	\$640,000.00	\$1,215,000.00	\$1,900.30	\$3,507.70	1	12	\$696,200.00	\$3,812,200.00	\$899.27	\$9,218.73
Residential, New Duplex	0	1	\$0.00	\$530,000.00	\$0.00	\$1,543.81	1	9	\$541,914.00	\$4,965,144.00	\$1,114.61	\$11,738.48
Residential, Additions	1	6	\$50,000.00	\$306,000.00	\$133.20	\$837.40	1	5	\$2,000.00	\$314,000.00	\$100.00	\$745.90
Residential Remodel	5	30	\$68,837.00	\$453,238.00	\$390.00	\$2,364.83	1	26	\$30,000.00	\$801,334.00	\$285.00	\$3,828.79
Residential, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Accessory Building Razing	0	2	\$0.00	\$1,000.00	\$0.00	\$60.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Roofing/Siding/Windows	12	68	\$121,288.00	\$812,515.00	\$752.93	\$5,041.96	9	57	\$204,914.00	\$804,110.00	\$1,107.74	\$4,923.81
Garage/Sheds/Deck/Fence	7	60	\$69,000.00	\$463,232.00	\$435.00	\$4,050.00	9	57	\$54,925.00	\$401,167.00	\$555.00	\$3,780.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	7	\$0.00	\$10,137,363.00	\$0.00	\$35,073.56
Plumbing Only	0	5	\$0.00	\$196,555.00	\$0.00	\$300.00	2	3	\$15,550.00	\$33,300.00	\$120.00	\$180.00
Electrical Only	4	14	\$5,050.00	\$21,510.00	\$240.00	\$840.00	4	13	\$10,100.00	\$36,330.00	\$240.00	\$780.00
HVAC Only	2	6	\$56,500.00	\$269,598.00	\$120.00	\$420.00	3	6	\$29,900.00	\$1,836,784.00	\$180.00	\$1,974.15
Sign Permits	1	8	\$51,509.00	\$63,879.00	\$840.00	\$1,290.00	1	9	\$2,500.00	\$76,800.00	\$120.00	\$1,020.00
Solar Install	1	12	\$41,200.00	\$603,895.00	\$60.00	\$750.00	1	7	\$45,455.00	\$143,055.00	\$60.00	\$420.00
Misc. Permits	3	11	\$51,000.00	\$79,000.00	\$150.00	\$830.00	0	8	\$0.00	\$24,100.00		\$610.00
<b>TOTALS</b>	<b>39</b>	<b>243</b>	<b>\$13,613,217.00</b>	<b>\$30,987,455.00</b>	<b>\$20,089.99</b>	<b>\$43,506.05</b>	<b>35</b>	<b>231</b>	<b>\$1,858,458.00</b>	<b>\$28,968,076.00</b>	<b>\$5,601.72</b>	<b>\$84,660.13</b>

Month	July	2023City of Baraboo										Treasurer's Report										Investment 2023		8/11/2023	
Bank Balance							Bank																		
BANK INVESTMENTS		Type	Fund	Account	Term	Maturity	Rate	BSB	LGIP	CFB	SUM	BWD	PDS	PVL	WCCU	CCF	BMO	FICA	SCHWAB	Grand Total					
Alma Waite Account		NOW account	820	104502957	Daily		0.50%	37,562.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,562.16					
Alma Waite Trust Fund		Cert of Deposit	820	1807416	30 months	7/25/23	1.55%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
				7758002185	12 months	4/6/24	4.80%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,000.00	0.00	0.00	101,000.00				
				148901-106	22 months	7/9/24	2.96%	0.00	0.00	0.00	205,351.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205,351.46			
				3884876	11 months	9/24/23	2.74%	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00			
				40062018	12 months	7/25/24	5.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00			
		Investment Pool	820	856206-3	Daily		5.15%	0.00	71,335.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,335.16					
		Dana Investment	820	3694-7092	(blank)		2.34%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00					
CDA-Grant Accounts		Checking	220	1000934/114639	Daily		none	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00					
CDA-Loan Accounts		(blank)	983	(blank)	(blank)		(blank)	321,040.36	177,837.04	516,623.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,015,500.65					
Fire Equipment Fund		Cert of Deposit	420	1807422	30 months	7/25/23	1.55%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
				1807950	30 months	9/29/23	1.55%	0.00	0.00	0.00	163,595.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163,595.12				
				90901995	13 months	10/13/23	1.75%	0.00	0.00	0.00	0.00	0.00	0.00	262,507.20	0.00	0.00	0.00	0.00	0.00	0.00	262,507.20				
		Dana Investment	420	3694-7092	(blank)		2.34%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350,000.00	350,000.00					
Friends of the Library		Savings	940	103035891	Daily		0.15%	33,202.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,202.30					
General Cash Account		Checking / NOW	100	1000306/9830	Daily		.10%/50%	1,429,853.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,429,853.99					
		Deposit Placeme	100	101066015	Daily		0.50%	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01					
General Fund		Money Market	100	86190136	Daily		1.71%	0.00	0.00	1,045,304.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,045,304.79				
				163563	Daily		3.50%	0.00	0.00	0.00	0.00	139,122.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139,122.18				
				471582	Daily		2.05%	0.00	0.00	0.00	0.00	0.00	0.00	120,916.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,916.01			
				10080968	Daily		2.78%	0.00	0.00	0.00	0.00	0.00	0.00	330,770.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	330,770.75			
				54962-07	Daily		2.15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170,681.69	0.00	0.00	0.00	0.00	0.00	0.00	170,681.69			
				20032292	Daily		5.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	260,030.52	0.00	0.00	0.00	0.00	260,030.52			
				2061232	Daily		1.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	143,230.67	0.00	0.00	0.00	143,230.67			
			Cert of Deposit	100	60000014	12 months	5/31/24	4.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180,000.00	0.00	0.00	0.00	0.00	0.00	0.00	180,000.00		
					3882053	25 months	7/27/24	2.00%	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
					1811445	9 months	9/22/23	4.10%	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
					54962-101	16 months	5/18/24	3.96%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
					54962-102	22 months	11/18/24	4.21%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
					3888666	8 months	9/18/23	3.74%	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
					54962-104	13 months	3/13/24	4.35%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
					54962-108	13 months	4/28/24	4.94%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
					7758003053	12 months	4/12/24	4.80%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	202,000.00	0.00	0.00	0.00	202,000.00		
				Investment Pool	100	856206-1	Daily		5.15%	0.00	1,232,221.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,232,221.71		
				Deposit Placeme	100	104791111271	Daily		5.12%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,333,437.09	0.00	1,333,437.09		
						10090686	Daily		2.75%	0.00	0.00	0.00	0.00	0.00	0.00	1,037,646.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,037,646.35	
			Dana Investment	100	3694-7092	(blank)		2.34%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00			
General Fund-Bond Issue	Money Market	100	104557859	Daily		5.20%	1,046,285.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,046,285.88					
	Investment Pool	100	856206-2	Daily		5.15%	0.00	577,277.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	577,277.02					
	Deposit Placeme	100	10090686	Daily		2.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	730,000.00	0.00	0.00	0.00	0.00	0.00	730,000.00					
Library Segregated Fund		NOW account	850	104551192	Daily		0.50%	135,588.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135,588.25					
Park House Account		NOW account	890	101001035	Daily		0.50%	4,053.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,053.08					
Park Kuenzi Estate		Cert of Deposit	830	3882045	25 months	7/27/24	2.00%	0.00	0.00	0.00	0.00	0.00	10,199.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,199.50				
				54962-103	13 months	3/14/24	4.35%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,759.06	0.00	0.00	0.00	0.00	0.00	11,759.06				
Park Segregated Fund		Cert of Deposit	870	90902007	13 months	10/13/23	1.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,434.84	0.00	0.00	0.00	0.00	50,434.84					
		NOW account	840/87	1000-888	Daily		0.50%	64,803.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,803.66				
Sewer Debt Service		NOW account	960	104506359	Daily		0.50%	86,389.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,389.56					
Sewer Depreciation Fund		Money Market	960	20083858	Daily		5.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,297.14	0.00	0.00	0.00	60,297.14				
		Cert of Deposit	960	60000588	91 Days	9/8/2023	3.70%	0.00	0.00	0.00	0.00	0.00	0.00	147,424.56	0.00	0.00	0.00	0.00	0.00	0.00	147,424.56				
Sewer Equipment Replace		Cert of Deposit	960	54962-111	15 month	8/30/24	4.94%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	0.00	0.00	0.00	250,000.00					
		NOW account	960	104522281	Daily		0.50%	117,764.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117,764.92				
Sewer General		Dana Investment	960	3694-7092	(blank)		2.34%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	650,000.00				
				148901-101	17 months	2/9/24	2.23%	0.00	0.00	0.00	198,913.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	198,913.92				
				1811448	9 months	9/22/23	4.10%	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00				
				7758003054	6 months	10/6/23	4.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,000.00	0.00	0.00	0.00	101,000.00				
		Investment Pool	960	856206-7				0.00	910,071.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	910,071.32				
		NOW account	960	104550099	Daily		0.50%	220,406.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	220,406.62					
		Dana Investment	960	3694-7092	(blank)		2.34%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	300,000.00					
Stormwater		Dana Investment	950	3694-7092	(blank)		2.34%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	200,000.00					
Stormwater Equip Replace		Money Market	950	104565819	Daily		0.50%	18,954.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,954.41					
Utilities Account		Checking	960/97	101000292	Daily		0.10%	719,204.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	719,204.10					
Utilities Money Market		Money Market	960	14890100-0070	Daily		1.75%	0.00	0.00	0.00	0.00	197,910.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	197,910.09				
			970	14890100-0070	Daily		1.75%	0.00	0.00	0.00	46,446.34	0.00	0.00												

**TREASURER'S INVESTMENT TRANSACTION REPORT**

Jul-23

			Average Rate of Return on Current Deposits:			Benchmarks:	
			Avg Term				
<b>Total Receipts:</b>	1,423,296.00		General Funds:	6.9 M	3.68%	LGIP	5.15%
			Utility Funds:	15.6 M	3.43%		
<b>Total Disbursements:</b>	2,222,267.38		Segregated Funds:	24.9 M	2.94%	90-day T-bill:	5.29%
			Securities w/Dana	4.24 years	3.57%		
			All Funds:	10.9 M	3.48%	6M CD:	3.52%
				Liquid:	63%	12M CD:	3.70%
				Term:	37%	18M CD:	4.48%
<b>Policy Objectives:</b>							
Safety:	▪ \$3,600,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.						
Liquidity:	▪ Liquidity remains high as we transition back to longer term investments as rates are improving						
Yield:	▪ Interest rates have been in flux with the quick, high increases in the federal interest rate						

TRANSACTIONS											
#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
(1)	CLOSE	CD	Fire Equipment	CFB		1807422	30 M	7/25/2023	1.55%	200,000.00	Reinvest
Comments: Transferred to Fire District											
(2)	Reinvest	CD	Alma Waite	CFB		1807416	30 M	7/25/2023	1.55%	200,000.00	Reinvest
	New			CCF		40062018	12 M	7/25/2024	5.00%	200,000.00	Reinvest
Comments:											

**INVESTMENT ADVISOR TRANSACTIONS**

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Date	Yield to Worst Yield - Maturity	Amount	Interest
(1)	NONE										

## Finance/Personnel Committee Meeting Minutes

July 25, 2023, 6:30 p.m.  
City Hall, Committee Room #205  
101 South Blvd., Baraboo, WI 53913

Members Present: Sloan, Petty  
Members Absent: Kent  
Others Present: Mayor Nelson, Clerk Zeman, T. Pinion, J. Ostrander, D. Olson

### 1. Call Meeting to Order

Chairman Sloan called the meeting to order at 6:30pm.

#### 1.a Roll Call of Membership

#### 1.b Note Compliance with Open Meeting Law

#### 1.c Approve Minutes of July 11, 2023.

Moved by: Petty

Seconded by: Sloan

**CARRIED (2 to 0)**

#### 1.d Approve Agenda

Moved by: Petty

Seconded by: Sloan

**CARRIED (2 to 0)**

### 2. Action Items

#### 2.a Accounts Payable

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council on paying \$1,363,521.13.

**CARRIED (2 to 0)**

#### 2.b 2nd Qtr. 2023 Budget Amendments

The Committee reviewed the 2nd Qtr. budget amendments, there were no concerns.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to approve the 2nd Qtr. 2023 Budget Amendments.

**CARRIED (2 to 0)**

#### 2.c Approve draw of \$707,333.80 from line of credit

J. Ostrander noted that this is our final draw from the TIF #12 Line of Credit from Baraboo State Bank.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to approve the draw of \$707,333.80 from the line of credit with Baraboo State Bank on Wednesday, July 26th, 2023.

**CARRIED (2 to 0)**

### 3. Discussion Items

#### Shared Ride Taxi Program

J. Ostrander met with Susan Blodgett from Sauk County regarding the use of Abby Van's software for the purchase and tracking of coupon books. She also noted that city staff is preparing 3 taxi vans for auction.

### 4. Adjournment

Moved by: Sloan

Seconded by: Petty

That the meeting adjourn at 6:39pm.

**CARRIED (2 to 0)**

Brenda M. Zeman, City Clerk



## Minutes of the Public Safety Committee Meeting – May 22, 2023

**Members Present:** David Olson, John Ellington and Tom Kolb **Others Present:** Police Chief Sinden, Tom Pinion, Wade Peterson, Tony Gilman, Doug Hill, George,

**Call to Order** – Chairman Tom Kolb called the meeting to order at 1:00 P.M. Baraboo City Services. Compliance with the Open Meeting Law was noted. It was moved by Ellington, seconded by Olson to approve the agenda as posted. Motion carried unanimously. It was moved by Ellington, seconded by Olson to approve the minutes of the April 3, 2023 meeting. Motion carried unanimously.

**Public Invited To Speak** (*Any citizen has the right to speak on any item of business that is on the agenda for this meeting if recognized by the presiding officer.*) – There were no speakers.

### Action Items

- a. Review and recommend approval to allow the Baraboo Area Chamber of Commerce's Big Top Parade Committee to paint a replica of a Circus Wagon Wheel on the centerline of 4<sup>th</sup> Avenue, in front of the Al Ringling Theatre – Pinion presented the back ground to the Committee. He said they are proposing to use recognized traffic graded paint for pavements. He said any maintenance, touch-ups needed would be done by someone other than Baraboo DPW, and their own expense. Pinion said that if this is well received, the Committee may want to add additional ones elsewhere in downtown. Kolb asked if legally there is any problem placing something in the street. Pinion said that it would require some level of agreement between the City and Chamber. It was moved by Olson, seconded by Ellington to recommend approval to allow the painting of a replica Circus Wagon Wheel on the centerline of 4<sup>th</sup> Avenue, in front of the Al Ringling Theatre. Motion carried unanimously.
- b. Review and recommend approval of an application to the Safe Drinking Water Fund loan program to finance the Water Utility's planned water main and water service replacement project expenses as part of the STH 33 reconstruction project – Peterson presented the background to the Committee. He said they will open bids for the STH 33 project in August; however, he has to have the loan application in by the end of June. He the engineers have come with an estimate for the Water Utility of \$3,867,000, and they are looking at \$272,000 annually to pay the loan. Peterson said this is a huge project for the Utility. It was moved by Ellington, seconded by Olson to pass on to Finance and Council with a positive recommendation. Motion carried unanimously.
- c. Review and recommend approval of an application to the Clean Water Fund loan program to finance the Sewer Utility's planned sanitary sewer main and sewer lateral replacement/rehabilitation project expenses as part of the STH 33 reconstruction project – Peterson said the half of the DNR is the Clean Water Fund, which is the Wastewater side of this. He said it would be the same type of loan structure as the water side. The estimated cost for the sewer is \$2,412,000, with \$169,000 paid annually for the loan. He said they planned on funding the entire project, they will be sending out letters and the homeowners will have to pay for their portion of the sewer lateral, but it is in the loan, because if we get 10% principal forgiveness, it comes off the total. It was moved by Olson, seconded by Ellington to pass on to Finance and Council with a positive recommendation. Motion carried unanimously.
- d. Review and recommend approval of a Simplified Rate Case Application to the Public Service Commission for an 8% increase in water rates for 2024 – Peterson said that there is a full rate structure and a simplified rate structure, in 2021 the City did a full rate structure. He said the clock starts there and then over the next five years the ability to do a simplified rate where they don't have to do all the financials. He said it has to be a full year, one was done in July 1, 2021; therefore, in 2022 there was no increase because it was not a full year. In 2023 they opted not to do one because of where the City was financially. Peterson said that in January 2024, if we want to try and pay for this loan for STH 33 and not due a full rate analysis, if we get this 8% for 2024 and depending on what the DNR DOR says the number can be in 2025, there is a possibility that we could fund this without having to do a full rate case, we will know a lot more in three months when all the numbers are in; however, for us to get our timeline we need to submit for 2024 now. After more discussion, Peterson said that the percentage is dictated to the City. Peterson said that it takes the Utility about 3-5 years to recoup their investment for residential water customers. It was moved by Ellington, seconded by Olson to recommend approval of a Simplified Rate Case Application to the PSC for an 8% increase in water rates for 2024. Motion carried unanimously.
- e. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for April and May 2023 – It was moved by Olson seconded by Ellington to approve the monthly billing adjustments/credits for sewer and water customers for April and May 2023 as presented. Motion carried unanimously.

**Information Items** - None

### Reports

- a. Utility Superintendent's Report
  - i. Staffing Updates – Peterson said that Eugene Doro (Sewer Utility Foreman) has submitted his retirement letter, his last day of work will be July 7, 2023. Eugene has been with the City for 41 years. Brad Weirich (WRRF operator) will be the new Sewer utility Foreman. Brad's position has been posted until June 1.
  - ii. Project Updates – Peterson said that roughly \$7,700 is left from the Lead Replacement program. He said the DNR has agreed to allow the Utility to replace two more services by the end of June. He said the sewer main under the R/R is in full swing, on May 22

or 23 the Utility will start the bypassing of the wastewater and temporarily remove the sewer main that runs through the viaduct. He said that they rented a portable alarm system that will be installed in the upstream manhole, so if any pump failures occur, the sewer crew will be notified. Peters said that sewer utility crew has completed the spring hauling of biosolids. They should complete this year's annual sewer main cleaning by mid-June. Peterson said that the water utility crew has started their annual valve and fire hydrant maintenance project. Water main valve at the intersection of 10<sup>th</sup> Street and East Street was replaced. He said next week the crew will be replacing another water main valve at the intersection of 5<sup>th</sup> St. and Birch St.

b. Street Superintendent's Report

- i. Staffing Updates – Staffing remains the same
- ii. Activity Report – Gilman said that the 2023 sidewalk maintenance program has been completed; however they still have a sidewalk grinding contractor in to perform sidewalk sawing on sidewalks that do not meet the replacement criteria. He said that the Overlook project should be graded, seeded and matted, this method should stabilize the slope until the project takes place. Traffic striping began on May 16, the downtown area is scheduled to be completed prior to the Big Top Parade. He said due to the upcoming Hwy 33/8<sup>th</sup> Street/8<sup>th</sup> Avenue project, traffic striping will only be done if needed, and not as part of the annual striping maintenance program.
- iii. Projects Report – Gilman said the alley reconstruction will begin on May 9, they will start with the 7/8 alley – Summit Street to Center, move to 8/9 Draper Street to park, then to 10/11 Alley, Ash to East and then to the Post Office alley if the funding remains available. Gilman said the budgeted 2023 John Deere End Loader was delivered May 4. The Bobcat Toolcat deliver is still to be determined. He said that they are still searching for the plow truck that is scheduled, manufacturer availability is proposing a significant challenge. He said finding trucks on a lot don't meet our specs and trucks to have built are expected to have a 156-18 month build time, and there are some manufacturers that will not even take orders at this time. He said the Elgin Pelican Street Sweeper is scheduled for delivery the week of May 15, he received word that it will be delivered May 31.

The Committee then discussed the impending reconstruction of Madison. Pinion said that this is a major reconstruction project in 2025 and the City will receive an \$800,000 grant for this project. Olson asked if this project is contracted out or in house. Pinion said for a project of this size it will be bid out. It was said that an overlay will be put on Madison this summer.

c. Police Chief's Report

- i. Staffing Updates – Chief Sinden said that the department is down one officer, about 45 days ago the opened applications for about 30 days, eight applications were received, and six were qualified to bring in. He said all six were invited for interviews, two showed up, and of the two that showed up, one failed, a background check was started on the other candidate, and they failed in seven minutes. He said about 15 days ago applications were open again and no applications have been received. Sinden said that 12 applications were received for the CSO position, 9 applicants were invited in for interviews. Doug Thola will be starting June 5, training with John Statz.
- ii. Vehicle Update – Sinden said they are still waiting for any type of vehicle information from Enterprise. He said he is not happy with this system, they keep being told that they are coming.
- iii. Case/Response Update – Sinden said call levels all over cases in 2022 to date we have had 3,116 last year, and this year we have 3,176, approximately a 2% increase in calls for service. He said all reports are in the packet, there was nothing dramatic. He said he is looking to potentially move two officers from the 5:00 p.m. to 5:00 a.m. shift to the 12:00 p.m. to 12:00 a.m. shift because that is the shift with the most calls. Sinden explained the death and commitment calls.

Pinion announced that it was National Public Works Week.

**AJOURNMENT** – It was moved by Ellington, seconded by Olson to adjourn at 2:08 p.m. Motion carried.

Respectfully submitted,

Tom Kolb, Chairman



## CITY OF BARABOO ADMINISTRATIVE MEETING

### Meeting Minutes

July 11, 2023, 8:00 a.m.  
City Hall, Committee Room #205  
101 South Blvd., Baraboo, WI 53913

Members Present: Hazard, Kierzek, Thurow

Others Present: Staff: Casey Bradley City Administrator, Rob Sinden Police Chief, Brenda Zeman City Clerk, Julie Ostrander Finance Director

Citizens: Donald Richardson and Forest Fitzgerald

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#### 1. CALL TO ORDER

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES from June 16, 2023.

**Moved by:** Hazard

**Seconded by:** Kierzek

Approve June 16, 2023 Minutes

Motion: CARRIED

1.d APPROVE AGENDA

#### 2. ACTION ITEM(S)

2.a Operator's License

Address was redacted, the application was completed. Rob noted the Richardson's background has him as a convicted felon. Donald came to explain the circumstances with the fact that his convictions were over 20 years ago. He is a bartender as long as he works with other people and wants to be employed to pay his bills and child support. Forest Fitzgerald spoke on Donald's behalf and commented that he shows up to work, does a good job and is focused on changing his life.

Rob Sinden stated there are no recent convictions and the last was 20 years ago. He is not adverse to giving a conditional license.

**Moved by:** Hazard

**Seconded by:** Kierzek

Recommend to the Common Council on the Conditional Operator's License for Donald Richardson.

Motion:CARRIED

## 2.b Temporary Liquor Licenses (AKA Picnic Licenses)

### 2.b.1 Freedom Fest

This is a recurring event but at a different venue. Rob has no issues with the event.

**Moved by:** Hazard

**Seconded by:** Kierzek

Recommend to the Common Council on approving the Temporary Liquor License for Queers & Allies, Inc., Freedom Fest, 8-26-2023.

Motion:CARRIED

### 2.b.2 Baraboo Night Market

The only change this year is the required hardened barricades. Rob commented that the barricades work without cost to the taxpayers..

**Moved by:** Hazard

**Seconded by:** Kierzek

Recommend to the Common Council on approving the Temporary Liquor License for Baraboo Young Professionals, Baraboo Night Market, 9-22-2023

Motion:CARRIED

### 2.b.3 Oktoberfest

Chief Sinden stated there have not been issues in the past.

**Moved by:** Kierzek

**Seconded by:** Hazard

Recommend to the Common Council on approving the Temporary Liquor License for the Baraboo Area Chamber of Commerce, Oktoberfest, 9-23-2023.

Motion:CARRIED

**3. DISCUSSION**

Strategic Plan Updates

- 1.) City of Baraboo website volume is insanely good, well over 100,000 visitors within the past year. Activities at the park have the most hits and second most common are job seekers. Almost all states are searching the website. There are about 100 hits per Council meeting since the new video software has been implemented.
- 2.) School looking at our facility for meeting space.
- 3.) New newsletter for July, Donna is working on that. Constant contact will give us the ability to track hits online.
- 4.) RFP for garbage service is ready to go out.
- 5.) Personnel Policy draft is top priority for Finance Committee.
- 6.) IT position description is being explored.
- 7.) Engineering businesses are being contacted to identify demand for UW Baraboo to offer this degree.
- 8.) Tuition reimbursement to be added to the budget.

**4. INFORMATIONAL ITEM(S)**

- 4.a Date and time of next meeting - August 1, 2023 at 8:00 a.m.

Teams meeting will need to be scheduled for Kierzek to attend remotely.

**5. ADJOURNMENT (Voice Vote)**

**Moved by:** Hazard

**Seconded by:** Kierzek

Meeting adjourned 9:03 am.

Motion:CARRIED

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Julie A. Ostrander, Finance Director