



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, December 12, 2023, 7:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

	Pages
1. CALL TO ORDER	
2. ROLL CALL AND PLEDGE OF ALLEGIANCE	
3. APPROVAL OF PREVIOUS MINUTES (Voice Vote) November 28, 2023.	4
4. APPROVAL OF AGENDA (Voice Vote)	
5. COMPLIANCE WITH OPEN MEETING LAW NOTED	
6. PRESENTATIONS	
<ul style="list-style-type: none">Jessica Bergin, Library Director and Pat Cannon, Community Development Authority Director will give an update on the library renovation and expansion.Nate Day from SEH will be providing an update on the City's Comprehensive Plan.	
7. PUBLIC HEARINGS	
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">The Mayor would like to congratulate Donna Griggel, Executive Secretary, on her retirement from the City of Baraboo. Congratulations!City Aldermanic Districts 2, 5, and 8 and the office of Mayor will be on the Spring Election ballot. Additional information and nomination forms are available in the City Clerk's office and at www.cityofbaraboo.com. The first day to circulate nomination papers is December 1, 2023, and all completed forms must be turned in to the City Clerk's office no later than 5:00 p.m. on Tuesday, January 2, 2024.City Offices will be closed on Friday, December 22 and Monday, December 25 in observance of the Christmas Holiday. Also, on Monday, January 1, 2024 for the New Year Holiday.	
10. CONSENT AGENDA <i>(Roll Call)</i>	
10.1 Accounts Payable	16
Approve the Accounts Payable to be paid in the amount of \$	
10.2 December Council Meeting	17
Approve cancelling the December 26, 2023, Council Meeting.	
10.3 Weights & Measures	18

Approve the Annual Weights & Measures Assessments for 2023.

- 10.4 Appointments 20
Approve the appointment of Megan Krautkramer to the Parks & Recreation Commission and the appointment of Gene Dalhoff to the Baraboo Economic Development Commission (BEDC) to fill the unexpired term of Jose Veras.
- 10.5 Temporary Liquor License 21
Approve a Temporary Liquor License (AKA Picnic License) for the Baraboo Theatre Guild, 12th Night - Member Appreciation Event, 01/06/2024.

11. ORDINANCES ON 2nd READING

None Scheduled.

12. NEW BUSINESS- RESOLUTIONS

- 12.1 Baraboo Area Fire & EMS District Stations Bids 22
Consider authorization to solicit bids for the Baraboo Area Fire & EMS Stations, Station #1 (Central/Headquarters) and #2 (Satellite). (Cannon)
- 12.2 Election Worker Appointments 23
Consider appointment of Election Workers for the 2024-2025 term. (Zeman)
- 12.3 West Square Bldg. Parking Lot 24
Consider approving the Quit Claim Deed for parcels 206-1499-00000, 206,1498-00000 & 206-1497-10000 to Sauk County and authorize the City Administrator and the City Clerk to execute the West Square Building Parking Lot Sale Agreement and the Revenue and Enforcement Agreement. (Cannon)
- 12.4 Development Agreement with Allan and Mary Mueller 39
Consider authorizing the Interim City Administrators and City Clerk to execute a Development Agreement with Allan O. and Mary A. Mueller for Lot 4 in the Plat of Spirit Lake. (Cannon)
- 12.5 Municipal Property Insurance Company 65
Consider approving one-year renewal for Property Insurance with Municipal Property Insurance Company (MPIC). (Ostrander)
- 12.6 Park Impact Fees 130
Consider approving the use of up to \$8,000 of Park Impact Fees for the purchase of a shade structure for the Dog Park. (Hardy)
- 12.7 Baraboo Area Senior Center Lease Agreement with Civic Center 131
Consider approving 2024 Civic Center lease agreement for the Baraboo Area Senior Citizen Organization (BASCO). (Hardy)
- 12.8 Boys & Girls Club Civic Center Lease Agreement 132
Consider approving 2024 Civic Center lease agreement for the Boys and Girls Club. (Hardy)
- 12.9 International Migratory Bird Day 133
Consider approving the 2024 International Migratory Bird Day resolution and renewing Bird City status for the City of Baraboo. (Hardy)

12.10	Amend Employee Handbook Consider revising the Temporary Foreman Pay in the Employee Personnel Policy & Procedure Handbook. (Peterson)	134
12.11	Line of Credit, Community First Bank Consider a draw of \$119,426.55 from the Line of Credit with Community First Bank for TID #12. (Ostrander)	135
12.12	Approve the Issuance of \$800,000 Interim Community Development Revenue Bonds by the Community Development Authority. Consider a Resolution Approving the Issuance of \$800,000 Interim Community Development Revenue Bonds by the Community Development Authority. (Cannon)	137
12.13	Lead Service Line Replacement Program Consider approving contract for Professional Services for a new Lead Service Line Replacement Program. (Peterson)	161
13.	NEW BUSINESS ORDINANCES	
13.1	Parking Lot, West Square Building Consider creating Section 7.09(21) authorizing the City to enforce the parking restrictions as agreed upon in the Parking Lot Sale Agreement.	169
14.	ADMINISTRATOR AND COUNCIL COMMENTS <i>(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)</i>	
15.	REPORTS, PETITIONS, AND CORRESPONDENCE The City acknowledges receipt and distribution of the following: <u>Reports:</u> Building Inspection - November 2023 <u>Copies of meeting minutes included in this packet:</u> Finance...11-14-2023 Administrative...11-7-2023 <u>Copies of Meeting minutes in City Clerks files:</u> CDA Finance...10-3-2023 BID Promotions...10-26-2023 Fire & EMS...9-21-2023	170
16.	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

November 28, 2023, 7:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

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

Others Present: Chief Sinden, Clerk Zeman, Interim City Administrators P. Cannon & T. Pinion, J. Ostrander, W. Peterson, Atty. Hagen (Resolution No. 2023-195), Bob Spencer, members of the press and others.

1. **CALL TO ORDER**

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

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

The Pledge of Allegiance was given.

3. **APPROVAL OF PREVIOUS MINUTES (Voice Vote)**

Moved by: Ellington

Seconded by: Kolb

Motion: CARRIED

4. **APPROVAL OF AGENDA (Voice Vote)**

Moved by: Petty

Seconded by: Hazard

Motion: CARRIED

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

6. **PRESENTATIONS**

None Scheduled.

7. **PUBLIC HEARINGS**

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

Proposed assessments to be levied in the Baraboo Improvement District (BID)

No one spoke and the Mayor closed this Public Hearing.

Proposed 2024 City Budgets

Amber Giddings, 320 Maple St, spoke about what residents love about Baraboo and asked that Council look at the smaller things such as the pool and zoo, and realize that saving some budget dollars to make cuts might hurt Baraboo. The Zoo brings something very special to Baraboo and she wants Council to know that people are having conversations regarding both the zoo and the pool; they make Baraboo special.

Paul Kruschul, 419 Camp St, spoke on behalf of keeping the pool, he feels this is imperative to the residents. These are the things we love about Baraboo and are willing to fight for.

Julia Randles, 1340 Springbrook Dr, spoke on behalf of SSM Health and noted that the pool is really important to the residents. It teaches kids to get outside and be kids again and while she understands that the pool made it through this budget year, next year will be challenging. She asks Council to look for innovative ways to keep the pool available for mental health, physical health, and for the good of our community.

No one else spoke and the Mayor closed this Public Hearing.

8. **PUBLIC INVITED TO SPEAK**

No one spoke.

9. MAYOR'S BUSINESS

- City Aldermanic Districts 2, 5, and 8 and the office of Mayor will be on the Spring Election ballot. Additional information and nomination forms are available in the City Clerk's office and at www.cityofbaraboo.com. The first day to circulate nomination papers is December 1, 2023, and all completed forms must be turned in to the City Clerk's office no later than 5:00 p.m. on Tuesday, January 2, 2024.
- The expanded and renovated Carnegie Schadde Memorial Public Library is now fully open.

10. CONSENT AGENDA

Moved by: Petty

Seconded by: Kolb

Motion: CARRIED (9 to 0)

10.1 Accounts Payable**Resolution No: 2023-183**

THAT the Accounts Payable, in the amount of \$ 335,135.14 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

10.2 Uncollectible Accounts**Resolution No: 2023-184**

WHEREAS, for the reasons stated below, the following **accounts receivable** balances are written off in the amount of **\$8,296.93:**

NOW, THEREFORE, BE IT RESOLVED, that the above referenced delinquent accounts are hereby written off, thus removed from, or netted against receivables.

11. ORDINANCES ON 2nd READING**11.1 Room Tax Change**

Moved by: Petty

Seconded by: Thurow

Motion to approve the 2nd reading of **Ordinance No. 2620** amending Section 3.14 to increase the Room Tax percentage from 6% to 8% effective January 1, 2024.

Motion: CARRIED (9 to 0)

11.2 Amend Section 7.14, Vehicle Parking Prohibited at Specified Times

Moved by: Kolb

Seconded by: Ellington

Motion to approve the 2nd reading of **Ordinance No. 2621** amending Section 7.14(3)(b) to extend the prohibited parking along certain streets from 3:30pm to 4:00pm.

Motion: CARRIED (9 to 0)

11.3 Revise Section 7.09, Angle Parking

Moved by: Sloan

Seconded by: Kolb

Motion to approve the 2nd reading of **Ordinance No. 2622** amending Section 7.14(3)(b) to extend the prohibited parking along certain streets from 3:30pm to 4:00pm.

Motion: CARRIED (9 to 0)

11.4 Repeal & Recreate Chapter 5, Fire Protection

Moved by: Ellington

Seconded by: Sloan

Motion to approve the 2nd reading of **Ordinance No. 2623** repealing and recreating Chapter 5, Fire Protection, of the City of Baraboo Codebook.

Motion: CARRIED (9 to 0)

12. NEW BUSINESS- RESOLUTIONS

12.1 2024 Business Improvement District**Resolution No: 2023-185****Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the proposed 2024 BID budget in the amount of \$50,400.00 and attached hereto is approved, and;

That the following is made a part of the Budget.

1. A reserve, to be known as the Reserve for Public Parking, Acquisition and Infrastructure Improvement Reserve, is established to be funded as follows:

The unspent balance, as determined by appropriate accounting methods, of the funds for each fiscal year as of December 31 of each year, shall be placed in a reserve to be used exclusively for acquisition of land for public parking purposes, lighting, marking, signing, and landscaping of municipal parking lots and sidewalks, acquisition and public placement of receptacles for trash and garbage collection. Funds may be expended for these purposes at any time upon the affirmative vote of any five Directors.

Other than for the foregoing purposes, funds shall be expended from the reserve only on the affirmative vote of three quarters of all of the Directors of the BID.

2. In order to be paid, all bills must be signed by a BID Director or employee prior to being submitted to the Finance Committee.
3. All bills to be paid must be in the hands of the Treasurer no later than noon on the Friday immediately prior to the regular monthly meeting of the BID Board of Directors.
4. All Directors are to be compensated out of the General Administrative Account for the following expenses necessarily incurred: Postage, photocopies at \$.15 per page, mileage at IRS approved rates when authorized in advance by the BID Board of Directors.
5. All BID funds are to be turned in to either the BID Treasurer or the City Treasurer within 72 hours or receipt of the same. If turned in to the City Treasurer, the receipt for same shall be turned in to the BID Treasurer within 72 hours of receiving same.
6. No purchase or an obligation of the BID shall be paid in cash. All such purchases and obligations shall be paid by check issued by the City Treasurer.
7. Any non-budgeted items of income received during a fiscal year shall be placed in the contingency fund for the same year.

12.2 Business Improvement District (BID) Assessments**Resolution No: 2023-186**

Moved by: Sloan

Seconded by: Thurow

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

WHEREAS, the Common Council of the City of Baraboo held a public hearing in the Council Chambers at 7:00 p.m. on the 28th day of November, 2023 for the purpose of hearing all interested persons concerning the preliminary resolution and the report on the proposed assessments to be levied upon property within the District, and the estimated costs of the operating plan for the Business Improvement District, and heard all interested persons who desired to speak at the hearing;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

The report pertaining to the proposed assessments and plans, specifications and estimated costs for the Baraboo Business Improvement District is adopted and approved. Payment of the assessments shall be made by assessing the properties benefited as indicated in the Report

and that the assessments shown on the report, representing an exercise of police power, have been determined on a reasonable basis and are hereby confirmed. The assessments are due and payable interest free on or before March 1, 2024 and assessments not paid by September 1, 2024 shall become a delinquent tax against the property as provided by Section 66.60 (15), Wis. Stats.

The City Clerk shall publish the resolution as a Class 1 notice under Chapter 985, Wis. Stats., in the assessment district and a copy of this resolution and a statement of the final assessment against the benefited property shall be mailed to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Motion: CARRIED (9 to 0)

12.3 2024 Water Utility Budget

Resolution No: 2023-187

Moved by: Ellington

Seconded by: Kent

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

That the Water Utility Budget for 2024 in the amount of \$2,486,236 is hereby approved.

Motion: CARRIED (9 to 0)

12.4 2024 Sanitary Sewer Utility Budget

Resolution No: 2023-188

Moved by: Petty

Seconded by: Thurow

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

THAT, the proposed 2024 Sanitary Sewer Budget for the City of Baraboo in the amount of **\$1,746,834** is hereby adopted; and,

BE IT FURTHER RESOLVED, that adoption of said budget establishes the following sewer rates effective beginning the first quarter billing of 2024:

City of Baraboo	* 100 Gallons Usage	\$0.425
Outlying Area:	* 100 Gallons Usage	\$0.304
Surcharge for High Strength:	BOD	\$ 0.43/lb.
	S.S.	\$ 0.50/lb.
	Phosphorus	\$ 3.27/lb.

Quarterly Fixed Meter Charge

5/8"	\$ 10.20	3"	\$ 49.70
3/4"	\$ 11.60	4"	\$ 77.90
1"	\$ 14.40	6"	\$ 148.40
1-1/2"	\$ 21.50	10"	\$ 346.00
2"	\$ 29.90		

Septage	\$116.72/1000 gallons
Holding Tank	\$ 10.85/1000 gallons

Administration Fee	\$ 15.00/load
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Bio Solids	Class A	Utility haul	\$ 22.50/load
		Customer hauls	\$ 0.75/yd.

Class B	FREE
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Digester Solids Treatment	\$ 50.00/100 lbs. of dry solids
BOD Testing	\$ 18.00/sample
S.S. Testing	\$ 12.00/sample
pH Testing	\$ 7.00/sample
Phosphorus Testing	\$ 23.00/sample

Motion: CARRIED (9 to 0)

12.5 2024 Stormwater Utility Budget

Resolution No: 2023-189

Moved by: Ellington

Seconded by: Petty

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

That the Storm Water Utility Budget for 2024 in the amount of \$619,511.00 is hereby approved.

Motion: CARRIED (9 to 0)

12.6 2024 Community Development Authority (CDA) Budgets

Resolution No: 2023-190

Moved by: Hazard

Seconded by: Petty

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

That the following Community Development Authority Budgets are approved. They are:

Donahue Terrace Apartments	\$ 407,000
Corson Square Apartments	\$ 359,500
City Admin Building Fund	\$ 510,390
Community Development Block Grant	\$ 29,200
Façade Improvement	\$ 20,000
Revolving Economic Development	\$ 6,000
Library Building Fund	\$ 6,917,910
Fire/EMS Building Fund	\$13,135,000
Capital Catalyst	\$ 500.00

Motion: CARRIED (9 to 0)

12.7 2024 Tax Incremental Finance Funds

Resolution No: 2023-191

Moved by: Kolb

Seconded by: Petty

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

That the following TIF Funds' budgets for 2024 be hereby approved:

TID #7 (Fund 370):	\$ 324,677
TID #8 (Fund 380):	\$ 671,561
TID #10 (Fund 310):	\$ 1,205,726
TID #11 (Fund 311):	\$ 310,627
TID #12 (Fund 312):	\$ 296,300

TOTAL: \$2,808,891.00

Motion: CARRIED (9 to 0)

12.8 2024 Budgets for funds with sources of revenue other than levy:

Resolution No: 2023-192

Moved by: Sloan

Seconded by: Ellington

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

That the following Funds' budgets for 2024 be hereby approved:

Taxi (Fund 230):	\$ 571,457
Street Lighting (Fund 240)	\$ 2,555,349
Park Impact/Development (Fund 250):	\$ 170,000
Library Impact Fees (Fund 251):	\$ 20,400
Police Impact Fees	\$ 51,036
Fire Impact Fees	\$ 197,990
Lead Service Grant	\$
Library Operating	\$ 1,009,972
Carbon Reduction	\$
Emergency Management	\$ 5,000
Police Equipment	\$ 14,400
PW Capital Equipment	\$ 1,016,167
General GOV/IT Capital	\$ 24,750
Parks/Rec Capital Equipment	\$ 137,000
Park Amenities	\$ 468,750
Capital Projects/ Roads	\$ 1,083,050
Special Assessments	\$ 75,000
Land Development	\$
Insurance	\$ 372,449
Leased Vehicles	\$ 254,267
UW Campus	\$ 110,241
Alma Waite	\$ 30,812
Kuenzi Estate	\$ 500
Library Segregated	\$ 36,000
Library Building	\$ 225,700
Park Segregated	\$ 34,000
Oschner Park	\$ 3,380

Motion: CARRIED (9 to 0)

12.9 2024 Tax Levy

Resolution No: 2023-193

Moved by: Petty

Seconded by: Kolb

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

WHEREAS, the 2023 payable 2024 allowable levy has been calculated as required by the State of Wisconsin on the 2023 Municipal Levy Limit Worksheet. This general property tax levy will be applied to the 2023 annual property tax bills, collected in calendar year 2024 and appropriated according to the City of Baraboo 2024 budget.

BE IT RESOLVED that hereby the 2023 levy payable 2024 of \$9,401,925 will be appropriated on \$1,008,852,000 of assessed taxable property within the City of Baraboo, as returned by the assessor in the 2023 assessment roll, for the uses, and purposes set forth in the 2024 budget. A detail of the levy by Fund follows:

General Fund (Fund 100):	\$5,379,706
Library Fund	\$ 622,660
Police Capital Fund	\$ 14,700
Public Works Capital Fund	\$ 188,000
General/IT Capital Fund	\$ 30,000
Parks Capital Equipment Fund	\$ 10,000
Parks Amenities Fund	\$ 104,500
Leased Vehicle Fund	\$ 84,000
Insurance Fund	\$ 226,208

Debt Service

\$ 2,742,151

Total Levy**\$9,401,925.00****Motion: CARRIED (9 to 0)**12.10 2024 City Budget**Resolution No: 2023-194**

Moved by: Petty

Seconded by: Ellington

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

WHEREAS, the proposed 2024 Budget Document appropriates out of the receipts of the City of Baraboo for the year 2024, including monies received from the general property tax levy, to the various Funds shown below, the following amounts:

General Fund (Fund 100):	\$ 11,602,841
Library Fund	\$ 622,660
Police Capital Fund	\$ 14,700
Public Works Capital Fund	\$ 188,000
General/IT Capital Fund	\$ 30,000
Parks Capital Equipment Fund	\$ 10,000
Parks Amenities Fund	\$ 104,500
Leased Vehicle Fund	\$ 84,000
Insurance Fund	\$ 226,208
Debt Service	\$ 2,742,151

Total of General Operating Funds \$15,625,060

BE IT FURTHER RESOLVED THAT THE Common Council of the City of Baraboo hereby approves and accepts the 2024 Budget in the amount of \$15,625,060 dollars.

Motion: CARRIED (9 to 0)12.11 PFAS Settlement Opt Out**Resolution No: 2023-195**

Moved by: Sloan

Seconded by: Kolb

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

WHEREAS, opting out of both settlements to preserve any future claims it may have against 3M and DuPont.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Baraboo hereby approves and accepts that the City should opt-out of both settlements to preserve any future claims it may have against 3M and DuPont.

Motion: CARRIED (9 to 0)12.12 Amend Employee Handbook**Resolution No: 2023-196**

Moved by: Hazard

Seconded by: Petty

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

WHEREAS, the Co-Interim City Administrators are directed to authorize changes to the Employee Personnel Policy & Procedure Handbook, Sections 4.01 Clothing Allowance, THAT the Employee Policy & Procedure Handbook be amended as follows:

4.01 Clothing Allowance**1. Procedure.**

1. The City agrees to provide adequate protective rain gear, welding gear, and any other required equipment to those employees who require the same for the safe

performance of their jobs. All protective gear shall be stored, when not in use, in facilities of the City of Baraboo.

2. For workers in the Street, Parks, and Utility Departments, the City will provide a clothing and safety shoe allowance of \$400 per year. The allowance will be included annually on the payroll check that covers January 1st.
3. Employees authorized to receive appropriate shirts, jackets, and/or hats by the City because of the nature of the employee's job in dealing with the public, namely under circumstances when it is not readily apparent the employee is an employee of the City, shall receive an allowance as determined in the reasonable discretion of the Department Head and with the City Administrator's approval.

Motion: CARRIED (9 to 0)

13. NEW BUSINESS ORDINANCES

None Scheduled.

14. COMMITTEE OF THE WHOLE

Moved by Kent, seconded by Petty, to enter Committee of the Whole to discuss ATV/UTV use of City streets.

Bob Spencer presented information to the Common Council regarding the opening of all City streets as ATV routes. Per state statutes, the City Council must adopt an ordinance allowing the use of ATV on public streets. All ATV & UTV's must be registered with the Dept. of Natural Resources, display a registration sticker, and a rear license plate. They must operate within the provisions set by the local municipality. In Sauk County, there is an ATV route system with nearly 1500 miles of ATV routes; the City of Baraboo is the only municipality in Sauk County that does not have designated ATV routes. ATV's are another form of transportation used to provide access to destinations. They ask that Council considers their request fairly and objectively and to look at the facts obtained by neighboring municipalities and designate all city streets as ATV routes.

Ald. Kolb noted that the City could not impose more restrictions or regulations than state law provides. Mr. Spencer noted that there is no state set speed limit for ATV routes; a highway is less than 35 mph. Municipalities have imposed ATV ordinances with restrictions on hours as well as requiring a valid DL and proof of insurance to drive on an ATV route. Ald. Kolb also questioned prohibiting individuals with several OWI because they are reported to the DNR, not the DOT. He also noted that he was not able to track down any studies that prove opening City streets would have any economic benefits.

Ald. Sloan noted that he printed off Can-am and Polaris safety manuals that the vehicles are not to be used on any public street, road, or highways, including gravel and dirt roads. It also notes the operators should avoid driving on pavement as the vehicle handling is adversely affected. These vehicles are not designed for asphalt or road use. Mr. Spencer noted that his vehicle notes to avoid paved surfaces unless it is designated for off road use; it's designated for off road use if it's an ATV route. Ald. Sloan also noted that the Specialty Vehicle Institute of America has a strong policy statement against the use of ATV's on public roads; ATV's are intended for off use road only and handling on pavement can seriously affect handling and control. They are designed for off-road use only.

Ald. Kolb questioned requiring an inspection and perhaps a permit for driving on city streets? Mr. Spencer noted that he is only aware of one municipality that requires a permit but does not know if they require an inspection. Ald. Kolb would like to see inspections, permits, and questioned the required signage. Mr. Spencer noted that their club would be willing to contribute up to \$8,000 to assist with the purchase of required signage. The city would be required to install and maintain the signs.

Ald. Kent noted that per the map provided, it does not indicate that all streets in Reedsburg, Sauk, and the Dells are designated ATV routes as previously stated. Mr. Spencer explained the streets that are restricted or not currently allowed, such as a section of Hwy 12.

Ald. Kierzek questioned the number of members of the club and city residents. Mr. Spencer noted there are approximately 160 family memberships with 10-15% being city residents.

Mr. Spencer noted that if you were born before on or after January 1, 1988, you must have a DNR safety certification course to operate an ATV. If you are under the age of 18, you must have a helmet on. Ald. Kolb noted that the Consumer Product Safety Commission in 2018 said that Americans should not drive these vehicles on paved public roads. If we as a city decide to allow these, Council needs to take these cautions into consideration as well.

Chief Sinden noted that the police department's goal's is compliance with the law regarding the use of ATV's on city streets. The city would have to adopt an ordinance regarding the use of ATV's. Any offenders that receive a citation would go to court here in Baraboo. He also noted that from a law enforcement perspective, following discussion with surrounding municipalities that allow ATV's, this is not a huge issue and has not posed any issues. He feels this should be discussed as a matter of the Comprehensive Plan. In order for the police department to inspect these vehicles, this would require training by current staff.

This item will be sent to the Public Safety Committee for discussion and review of the possibility of bringing forward an ordinance to allow these vehicles on city streets.

Moved by Ellington, seconded by Hazard, to rise and report from Committee of the Whole and return to regular session.

15. **ADMINISTRATOR AND COUNCIL COMMENTS**

P. Cannon noted that the search for the City Administrator continues; applications are due in two weeks.

Ald. Ellington noted that it is time for the Salvation Army bell ringing for donations. All funds raised in Baraboo will stay in the Baraboo area.

16. **REPORTS, PETITIONS, AND CORRESPONDENCE**

The City officially acknowledges receipt and distribution of the following:

Copies of meeting minutes included in this packet:

Finance/Personnel Committee Meeting Minutes

**October 24, 2023, 5:00 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913**

Members Present: Sloan, Petty, Kent

Others Present: Mayor Nelson, Interim Administrators P. Cannon & T. Pinion, Clerk Zeman, R. Sinden, J. Ostrander, M. Hardy, L. Laux, D. Olson, members of the press and others.

1. **Call Meeting to Order**

Chairman Sloan called the meeting to order at 5:00pm.

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of October 10, 2023

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

2. **Action Items**

- 2.a Accounts Payable**
Moved by: Petty
Seconded by: Kent
Recommend to Common Council on paying \$410,650.81
CARRIED (3 to 0)
- 2.b Sauk County Quit Claim Deed, Sauk County**
No action taken on this item. This item will be sent to legal counsel for recommendation on language regarding the requirement to leave the parking stalls open to the public for certain hours.
- 2.c Baraboo Area Fire & EMS District**
J. Ostrander noted that this is a different process from previous years because the Fire Department has created a joint district with EMS. Last year when we did the Levy Limit Worksheet, we could not take a deduction for the increase of what the district was going to cost. This resolution is required by every member of the Baraboo Area Fire/EMS District to show that we are authorizing a levy for the district charges.
Moved by: Kent
Seconded by: Petty
Recommend to Common Council to consider authorizing a levy for charges assessed by the Baraboo Area Fire & EMS District.
CARRIED (3 to 0)
- 2.d Alma Waite Funds**
J. Ostrander noted that for 2024 we are able to calculate the actual funding available. The committee reviewed the requests received and the funds available. Based on the guidelines provided for the Alma Waite funds, sidewalks is the first priority and because of this, it is recommended that we fund the full request from the Parks & Recreation.
Moved by: Kent
Seconded by: Petty
Recommend to Common Council to approve the 2024 allocation of the Alma Waite available funds among applicants as follows: \$8,000 for the Baraboo Parks & Recreation, \$6,125 to the Baraboo Children's Museum, and \$5,000 to the Concerts on the Square.
CARRIED (3 to 0)
- 2.e Exercise of Options, Shared-Ride Taxi Service**
J. Ostrander explained that the first step with the shared-ride taxi service is to decide if we are going to keep this service. Keeping the service will require executing the Exercise of Options. The committee discussed and agreed that with the available options, the City should be able to keep this service. 2024 is the last year of this initial agreement; the city will obtain request for proposals for 2025.
Moved by: Kent
Seconded by: Petty
Recommend to the Common Council to authorize the Mayor to execute the Exercise of Options and Federal Clauses for the Shared-Ride Taxi Service with Abby Vans, Inc. for 2024.
CARRIED (3 to 0)
- 2.f Change Order, Shared-Ride Taxi Service**
J. Ostrander noted that approving the Exercise of Options will leave us almost \$172,000 in the negative for the 2024 budget. She presented the committee with different options to decrease the cost associated with this service. One of the options is to cut the daily service hours of 5:00am to 6:00am and 10:00pm to 12:00am (midnight). This also includes reducing the available vehicles by two vans during the hours of 10:00am to 5:00pm, a total reduction of 3,900 hours. Abby Vans, Inc. has agreed to these changes, saving the City approximately \$58,281.
Moved by: Petty
Seconded by: Kent
Recommend to Common Council to approve reducing service hours and/or reduction of vehicles in service.
CARRIED (3 to 0)
- 2.g General Ridership Fares**
J. Ostrander presented additional information showing the savings for the City if rates are increased. Current rates are \$4 for adults, all others \$3. By increasing the general fares by \$2, the City would save approximately \$62,000 and an increase of \$1 would save the city approximately \$27,000. The committee agrees that short of cutting this service, fares need to be increased.
Moved by: Petty
Seconded by: Kent
Recommend to Common Council to approve an increase of \$2 to the General Ridership Fares.
CARRIED (3 to 0)
- 2.h Agency Fare Increase**
J. Ostrander explained that an Agency Fares are paid by human services providers, Inlusa is used in our area. These providers receive money from other grants, federal and state money that is meant to come towards services such as the shared-ride taxi. An increase in the agency fare to \$9 would be similar to what surrounding municipalities are charging. With this change, in addition to the changes made earlier tonight, we will be close to breaking even with the shared-ride taxi service in 2024.

Moved by: Petty

Seconded by: Kent

Recommend to Common Council to approve increasing Agency Fares to \$9.

CARRIED (3 to 0)

3. Discussion Items

Update on timeline for City Administrator Recruitment

Interim City Administrator P. Cannon has been working with PAA to establish a timeline. They are looking at an aggressive schedule, starting the recruitment at the end of November, going into the holiday season with interviewing in December, and making an offer by the end of December. He is concerned this timeline is too aggressive. The committee agrees that P. Cannon will draft a timeline and work with PAA on this.

2024 Draft Budget

J. Ostrander presented information on the additional funds within the City's budget. The change to the summary budget sheet is that we now have the actual assessed value for the City of \$1,008,852. Our tax rate is going to increase \$.049. The committee discussed the billing of the Public Fire Protection Hydrant as a user fee, not a tax, and where this money will be found in the budget going forward.

4. Adjournment

Moved by: Kent

Seconded by: Petty

That the meeting be adjourned at 6:26pm.

CITY OF BARABOO ADMINISTRATIVE MEETING

Meeting Minutes

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

Members Present: Hazard, Kierzek, Thurow

Others Present: Co-Interim Administrators - Tom Pinion & Pat Cannon
Brenda Zeman, City Clerk
Julie Ostrander - Finance Director
Rob Nelson - Mayor

1. CALL TO ORDER

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES from October 3, 2023

Moved by: Hazard

Seconded by: Kierzek

Approve minutes of October 3, 2023

Motion: CARRIED

1.d APPROVE AGENDA

Moved by: Hazard

Seconded by: Kierzek

Motion: CARRIED

2. ACTION ITEM(S)

2.a Badger Book Program MOU

Badger books program was added and implemented in 2020. No concerns with MOU. Training requirements have been met.

Moved by: Kierzek

Seconded by: Hazard

Recommendation to the Common Council the Memorandum of Understanding with the Wisconsin Election Commission (WEC) for the Badger Book Program.

Motion: CARRIED

2.b Repeal & Recreate Chapter 5, Fire Protection

Moved by: Hazard

Seconded by: Kierzek

Recommendation to the Common Council to repeal and recreate Chapter 5 of the Code of Ordinances, Fire Protection.

Motion:CARRIED

3. **DISCUSSION**
4. **INFORMATIONAL ITEM(S)**
- 4.a Date and time of next meeting is December 5, 2023 at 8:00 a.m.
5. **ADJOURNMENT (Voice Vote)**
- Adjourn at 8:23 am

Copies of Meeting minutes in City Clerks files:

BID Promotions.....	10-26-2023	Public Arts.....	10-18-2023
BID.....	10-18-2023, 10-24-2023	Library.....	10-10-2023
Park & Recreation.....	8-17-2023, 10-9-2023	PFC.....	10-16-2023, 10-17-2023

17. **ADJOURNMENT (Voice Vote)**
- Moved by: Hazard
- Seconded by: Sloan
- That the meeting adjourns at 8:58pm.
- Motion:CARRIED**

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

RESOLUTION NO. 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: In the past, City Council has voted to cancel the 2nd Council meeting in December. It is understood that a special Council meeting can, and will, be scheduled should an item of significant importance be brought to City staff.

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

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

THAT the December 26, 2023 Council meeting is cancelled.

Offered by: Consent
Motion:
Second:

Approved: _____

Attest: _____

RESOLUTION NO. 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: The State Statutes requires that all municipalities over 5000 in population have a qualified weights and measures program ensuring that customers are receiving the correct weight or volume of items they are purchasing. Gas pumps and scales that weigh bulk items for sale to potential customers are examples of equipment tested. Baraboo has contracted with the State of Wisconsin to perform necessary tests for area businesses. Each business selling products by weight or volume is required to license measuring devices and pay their appropriate share of the inspection costs. The City endorsed this program in fairness to all taxpayers, reasoning that inspection fees are a cost of doing business and are more properly recovered as a consumer cost.

Assessments are calculated based upon the cost of providing inspections. The cost to a business is based on the number of inspections done by the State and the types of devices at each location. Notices were mailed to all affected businesses informing them of their preliminary assessment and likelihood of Council action as required by City Code.

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

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

That the Weights and Measures Assessments for 2023 are hereby approved and that the City Clerk shall notify affected businesses of their final assessment as provided in the City Code.

Offered by: Finance/Personnel

Motion:

Second:

Approved: _____

Attest: _____

CITY OF BARABOO
2023 WEIGHTS MEASURES ASSESSMENT

Lic. #	Parcel#	Name	Store Location	Scanning Test	Package Test	Assessment	Inspected	LMD	Truck Meter	Vehicle Scale	<100' Scale	> 100' Scale (Medium	Timers	Other	Assmt	2nd Inspection	Assmt	License Fee	2023 Invoice
	206-1068-00000	Amerigas	607 South Blvd			0.00	Y	5	3			2			\$132.34		0.00	\$30.00	162.34
	206-1080-00000	Baraboo Custom Lube & Wash (Car Wash Only)	815 South Blvd			0.00							3		\$13.38		0.00	\$30.00	43.38
	206-1483-00000	Bekah Kate's	117 Third Street			0.00					1				\$10.41		0.00	\$30.00	40.41
	206-1152-20000	Blain's Farm and Fleet	1100 South Blvd	15		223.05	Y				3				\$31.23	2	29.74	\$30.00	314.02
	206-1080-04000	Casey's General Store #1904	801 South Blvd			0.00	Y	12							\$53.53		0.00	\$30.00	83.53
	206-1334-00000	Coachlite Laundry	715/717 Broadway			0.00							24		\$107.06		0.00	\$30.00	137.06
	206-9072-13150	Coffee Bean Connection	701 Oak Street			0.00					2				\$20.82		0.00	\$30.00	50.82
	206-0462-00000	Driven Bands (Take 5 Oil Change)	818 8Th St, #C			0.00					1				\$10.41		0.00	\$30.00	40.41
	206-0986-00000	Get N Go	325 South Blvd			0.00	Y	26							\$115.99		0.00	\$30.00	145.99
	206-1484-00000	Healthy Habits LLC (The Grainery)	127 3Rd St			0.00					3				\$31.23		0.00	\$30.00	61.23
	206-0986-00000	J & D Coin Laundry	325 South Blvd			0.00							26		\$115.99		0.00	\$30.00	145.99
	206-1608-00000	Jeweler's Edge	416 Oak St.			0.00					1				\$10.41		0.00	\$30.00	40.41
	206-0476-00000	Kwik Trip #657	604 8Th St			0.00		24			2				\$127.88		0.00	\$30.00	157.88
	206-1152-51200	Kwik Trip #855	1330 South Blvd			0.00	Y	82			2			4	\$404.46		0.00	\$30.00	434.46
	206-1080-02000	Lakes Gas Co, Hohl's Propane, Inc.	707 South Blvd.			0.00		1							\$4.46		0.00	\$30.00	34.46
	206-2703-00000	Las Milpas LLC	603 8th Ave.			0.00					3				\$31.23		0.00	\$30.00	61.23
	206-1152-70000	Mailboxes Pack N' Ship	830 State Road 136, Ste 1			0.00					1	1			\$20.82		0.00	\$30.00	50.82
	206-0678-00000	Meat Market, The	700 Lincoln Ave			0.00	Y				4	2			\$62.45		0.00	\$30.00	92.45
	206-2552-26000	Menards	1040 Us Hwy 136			0.00					12				\$124.91		0.00	\$30.00	154.91
	206-0313-00000	Pierce's Express Market	935 8Th St			0.00	Y	48			15		3	5	\$405.95		0.00	\$30.00	435.95
2023-0000072	206-1459-00000	SQRL Service Station #707	516 Ash Street			0.00	Y	12							\$53.53	1	14.87		68.40
	206-1152-01010	Turner Oil & West Side Car Wash	413 Us Hwy 136			0.00		26					2	4	\$142.75		0.00	\$30.00	172.75
2023-0000068	206-3426-21000	Wal-Mart Supercenter #1396	920 Us Hwy 136		5	74.35	Y				41				\$426.76		0.00		501.10
	206-1152-40000	Autozone Stores, Inc.	875 US Hwy 12			0.00									\$0.00		0.00		0.00
	206-1152-30000	O'Reilly Auto Parts	825 Us Hwy 136			0.00									\$0.00		0.00		0.00
	206-1054-00000	Sysco Food Services of Baraboo, Inc.	910 South Blvd			0.00									\$0.00		0.00		0.00
				0	20	297.40	0	236	3	0	91	5	58	13	2458.00	3	44.61	\$630.00	3,430.00

2023 Weights and Measures Calculation

Device	Inspection Hours	No. of Devices	Total Hours	% of Hours	Total Cost	Cost Per Device	Summary:		
Liquid Measuring Device (LMD)	0.3	236	70.8	0.38	\$1,052.79	\$4.4610	Contract		\$2,800.00
Truck Meters	2	3	6	0.03	\$89.22	\$29.7398	License		630.00
Vehicle Scales	1.5	0	0	0.00	\$0.00	#DIV/0!			
Counter Scales, up to 100 lbs.	0.7	91	63.7	0.34	\$947.21	\$10.4089			
Counter Scale, over 100 lbs.	0.7	5	3.5	0.02	\$52.04	\$10.4089	Total		\$3,430.00
Scale, 100-500 lbs	1	0	0	0.00	\$0.00	#DIV/0!			
Timing Devices & Other	0.3	71	21.3	0.11	\$316.73	\$4.4610	\$2,457.99		
Scanning Test Hours			0	0.00	\$0.00				
Package Test Hours	20		\$297.40	\$14.870	20	0.11	\$297.40		
Complaint/Extra Inspection	3		44.61	\$14.870	3	0.02	\$44.61		
Totals			Unit cost	406	188	1.00	\$2,800.00		

RESOLUTION NO. 2023 -

Dated: December 12, 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, Megan Krautkramer be appointed to the Baraboo Parks & Recreation Commission serving to the date of July 31, 2026 and,

THAT, Gene Dalhoff be appointed to fill the unexpired term of Jose Veras on the Baraboo Economic Development Commission (BEDC) until February 28, 2025.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

The City of Baraboo, Wisconsin

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

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

The Picnic License listed below was reviewed by the Police Department and the City Clerk. It also reviewed by the Administrative Committee at their December 5, 2023 meeting.

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

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

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

- Baraboo Theatre Guild, 12th Night – Member Appreciation Event, 01/06/2024

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

Motion:

Second:

Certified by Clerk: _____

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

The City and Community Development Authority have been working with Five Bugles Design for the design and construction of two new Fire-EMS Facilities. The project designs and construction documents have been completed. The project is slated to go out for Bids on January 4, 2024.

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

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

Whereas, The City and Community Development Authority have determined that it is in the overall best interest of the community to construct two Fire-EMS Facilities,

Whereas, Five Bugles design has developed schematic designs and Construction Documents for both facilities,

Whereas, the projects are to be let out for bidding in January, 2024,

Now Therefore be it Resolved, the City Council authorizes the City Project Team and Five Bugles Design to move forward with the letting of the Bids for the construction of two new Fire-EMS facilities.

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

Attest: _____

The City of Baraboo, Wisconsin

Background: The City is required to appoint election workers in December of odd numbered years according to State Statutes. These individuals are then called to work for elections held in the City of Baraboo. Some of these people have worked on Baraboo elections for many years and we are fortunate that they wish to serve year after year. Election workers are charged with election day responsibilities including registering voters, determining voter intent, tallying results and operating election equipment. The persons below have applied for positions as election workers and meet Statutory qualifications.

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

Comments: The election wages are included in the 2020 budget and represents a \$.25 increase per hour.

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

WHEREAS, Wisconsin Statute 7.30 requires that election inspectors be named prior to December 31st of all odd numbered years.

NOW THEREFORE BE IT RESOLVED that the following election officials are appointed for 2024-2025 elections.

Addy	Kathleen	Edwards	Mary	Rau	Judith
Adkins	Ann	Feld	Kristi	Rogers	Lisa
Alt	Dorothy	Feld	Margie	Rogers	Ted
Anderson	Paul	Fletcher	John	Roth	Geraldine
Baird	Barbara	Frank	Charlene	Sauey	Bonnie
Baker	Ruth	Gilmore	Elsie	Spencer	Judy
Barrix	Tom	Goethel	Terry	Stavnaw	Marilyn
Bellis	Mary	Haugen	Scott	Steiner	Duane
Bobeck	Rosemary	Jackson	Sandra	Steiner	PatteLynn
Botham	Stephen	Jauch	Robert	Stewart	MaryAnne
Burgess	Joyce	Kluge	Dennis	Teasdale	Kathryn
Burton	Ann	Kluge	Marla	Vita	Eleanor
Busse	Rose	Kramer	Terry	Vogel	Debra
Cafilisch	Craig	Lombard	Andrea	Voltz	Marilyn
Christiansen	Stephanie	Marking	Jeanne	Walker	Braden
Condon	Pamela	O'Keefe	Tim	Wiegand	Victoria
Cowan	Bergene	Paape	Deb	Wittman	Sue
Crawford	Jackie	Petrie	Mary	Wood	Robert
Dawson	Ruth	Pointon	Alonna	Yanke	Dennis
Dills	June	Pollard	Lila	Zeman	Pam
Edgeton	Larissa	Quandt	Beverly	Zimprich	Laurana

Board of Canvassers

Stephanie Christiansen
Mary Petrie
Judy Rau

Tabulator Alternates

Michelle Gale
Jessie Konkel

FURTHER, that the election worker wages be set at \$10.00 per hour for election inspectors and \$11.00 per hour for chairpersons effective January 1, 2024.

Offered by: Staff

Motion:

Second:

Approved by Mayor: _____

Certified by Clerk: _____

RESOLUTION NO. 2023-**Dated: December 12, 2023****The City of Baraboo, Wisconsin**

Background: On September 22, 1993 the City of Baraboo purchased a number of lots jointly with Sauk County for the construction and operation of the West Square Building. The City's contribution for this project was land that was used for parking lots that also benefited the downtown area. The City's cost for this was \$384,068.95. The City was deeded parcels 206-1499-00000, 206-1498-00000, and 206-1497-10000. The original agreement, see attached, required that the City and County cost share all maintenance and upkeep of the property, see item 7.

Over the course of the past decade or more we cannot find any record of the City paying for its share of the maintenance costs. The County now plans to repave the parking lots and has asked to have the land ownership transferred to them and they will bear the costs of the project and continue to maintain the parking lot for the public's use.

The County has passed a resolution, see attached, to offer \$1 for the transfer of the property to the County via a Quit Claim Deed. They have agreed to leave item 5 of the original deed requiring that the parking lot remain to serve the public or to replace it somewhere in the downtown area if they decide to expand their facility in the future.

The County does intend to restrict the parking lot usage going forward, and plans to restrict parking Monday-Friday 6:00am to 5:00pm for County use. The whole lot will be available for Public Parking at all other times. There are two companion agreements to the Quit Claim Deed that spell out the parking arrangements and enforcement in greater detail.

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

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

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the documents necessary to transfer ownership to Sauk County for Parcels 206-1499-00000, 206-1498-00000, and 206-1497-10000, so long as the language contained in the original deed, specifically, item 5 is included as an encumbrance to all parcels. The City Administrator and the City Clerk are further authorized to execute the West Square Building Parking Lot Sale agreement and the Revenue and Enforcement Agreement.

Offered by:
Motion:
Second:

Approved: _____

Attest: _____

WARRANTY DEED

REEL 696 IMAGE 341

DOCUMENT NO.

631208

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 2:10 O'CLOCK P M

ON Feb. 12 1996

Mary Klingemeyer
REGISTRAR

20.00 dg.

This Deed, made between Sauk County, Wisconsin,
a Wisconsin Municipal Corporation_____, Grantor,
and City of Baraboo, Wisconsin, a
Wisconsin Municipal Corporation

_____, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration of
one dollar and other good & valuable considerationconveys to Grantee the following described real estate in Sauk
County, State of Wisconsin:The West one-half of Lot Three (3), and all
of Lots Four (4) and Five (5), Block
Twenty-eight, City of Baraboo, formerly
Adams, Sauk County, Wisconsin.THIS SPACE RESERVED FOR RECORDING DATA
NAME AND RETURN ADDRESSBaraboo City Attorney
P.O. Box 443
Baraboo, WI 53913

(Parcel Identification Number)

This conveyance is subject to the terms and provisions of the Agreement
between Grantor and Grantee dated February 2, 1996, a copy of which is
attached hereto as Exhibit A and made a part hereof.FEB
27.25(2)
EXEMPTThis is not homestead property.
(is) (is not)Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Sauk County, Wisconsinwarrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning
ordinances, recorded easements for public utilities serving the property,
recorded building and use restrictions and covenants.

and will warrant and defend the same.

Dated this Ninth day of February, 1996.

SAUK COUNTY, WISCONSIN

_____, (SEAL) BY: Beverly J. Mielke _____ (SEAL)* _____
_____, (SEAL) * Beverly J. Mielke, Sauk
County Clerk _____ (SEAL)

* _____

AUTHENTICATION

Signature(s) Beverly J. Mielke,
Sauk County Clerkauthenticated this 9 day of February, 1996Todd J. Liebman
* Todd J. Liebman State Bar #01011733

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney James C. Bohl
State Bar #1010499(Signatures may be authenticated or acknowledged. Both are not
necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

} ss.

_____, County.

Personally came before me this _____ day of
_____, 19____ the above namedto me known to be the person _____ who executed the
foregoing instrument and acknowledge the same.* _____
Notary Public _____ County, Wis.My commission is permanent. (If not, state expiration date:
_____, 19____.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

AGREEMENT

WHEREAS, this Agreement is made and executed pursuant to City of Baraboo, Wisconsin Resolution No. 93-261 adopted on September 22, 1993 by the City of Baraboo Common Council (Exhibit A attached hereto) and Resolution No. 94-35 adopted on February 8, 1994 by the City of Baraboo Common Council (Exhibit B attached hereto) and pursuant to Sauk County Resolution No. 105-94 adopted by the Sauk County Board of Supervisors on July 19, 1994 (Exhibit C attached hereto), and

WHEREAS, the City of Baraboo (City) and the County of Sauk (County) intend by this Agreement to incorporate the terms and provisions of the foregoing resolutions into a formal Agreement between the City and the County.

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth herein, the City and the County agree as follows:

1. The County shall convey the following described real estate to the City by good and sufficient warranty deed, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, if any, and general taxes levied in the year of closing, if any:

Lots Four (4), Five (5), and the west one-half of Lot Three (3), all in Block Twenty-Eight (28), Baraboo, formerly Adams, Sauk County, Wisconsin.

(Hereinafter referred to as The Property.)

2. Legal possession of The Property shall be delivered to the City on the date of delivery of the Deed of conveyance. The County agrees to provide to the City prior to the closing a commitment from a title insurance company licensed in the State of Wisconsin to issue title insurance in the amount of \$100,000.

The title insurance issued shall show title to The Property as of the date of closing and upon recording of proper documents to be in the condition called for by this Agreement subject only to the standard title insurance exceptions as appropriate.

3. In consideration of the conveyance of The Property to the City by the County, the City shall pay the County a sum of money based upon the actual costs incurred and expended by the County as provided in subparagraphs A, B and C below.

A. One half of the compensation paid by the County to persons having an interest in the following five parcels of land:

Lot Three, Block 28, formerly Adams
 Lot Four, Block 28, formerly Adams
 Lot Five, Block 28, formerly Adams
 Lot Eight, Block 28, formerly Adams
 Lot Nine, Block 28, formerly Adams

The compensation under this sub-paragraph shall be the County's purchase price for each parcel, plus the incidental costs reimbursed to the owner of each parcel by the County pursuant to Section 32.195, Wis. Stats., plus the relocation benefits paid by the County to each displaced person occupying the acquired parcels.

The County represents to the City that the following is a detailed itemization of the amounts that the County is entitled to be paid by the City pursuant to this sub-paragraph:

Lot	Acquisition	Relocation	Appraisals
3 Pointon	81,650.00	9,080.22	
4 Putnam	82,800.00	60,714.71	1,418.64
8 Aurit	0.00	5,543.05	
8 Kaestner	0.00	8,916.83	
8 Schultz	0.00	7,436.76	
8 Smith	0.00	22,412.00	
8 Sprecher	0.00	6,515.87	
8 Steinke	0.00	4,908.00	
5/8 Wagner	215,850.39	8,915.04	1,529.64
9 Drake Photo	0.00	30,911.24	
9 Tuttle	132,328.77	52,527.75	1,050.00
9 Williams Design	0.00	33,628.98	
Sub-Total	512,629.16	251,190.95	3,998.28
Grand Total			768,137.89
City's 1/2 Share			384,068.95

- B. The total costs paid by the County for all demolition work conducted on Lots Four and Five, Block 28, formerly Adams and 50% of the demolition costs paid by the County on Lot Three, Block 28, formerly Adams. The County represents to the City that the amounts incurred and expended by the County under this sub-paragraph are as follows:

Lot Four	\$ 8,800.00
Lot Five	\$ 7,300.00
One-half of Lot Three	\$ 3,650.00
TOTAL	<u>\$19,750.00</u>
City's share	\$19,750.00

- C. The total cost incurred and expended by the County for the construction of the parking area on The Property. These construction costs consist of the landscaping, parking lot base, blacktopping, striping, and four street lamps. As of the date of this Agreement, the County has not been billed for these costs by the contractor and the amount of these costs is therefore undetermined. The City agrees to pay to the County the City's share of the costs incurred and expended by the County for the work done under this subparagraph, said payment to be made after the City is provided with an itemized statement from the County setting forth said costs.
- D. The City and the County agree that the total sum to be paid by the City to the County for the purchase of The Property is the total of the amounts set forth in paragraphs 3 A, 3 B and 3 C. The purchase price shall be paid in accordance with the following payment schedule:
1. The City has paid the County the sum of \$314,256.00 and the County hereby acknowledges receipt of said sum to be applied toward the purchase price of The Property.
 2. The balance of \$89,562.95 shall be paid by the City to the County on or before January 30, 1996 and upon payment of said sum the County shall deliver the Warranty Deed to the City as provided in paragraph 1.
 3. The sum due under paragraph 3 C shall be paid by the City to the County within 30 days after the City receives from the County an itemized statement of said charges.

The City and the County agree that the payment of the sums set forth in this paragraph by the City shall constitute payment in full for the purchase of The Property.

4. The City agrees that The Property shall be dedicated by the City for unmetered public parking provided that the County maintains a part of its operations in the Sauk County West Square Building constructed by the County in Block 28, formerly Adams. The City and the County further agree that there shall be no visual distinction between The Property and the balance of the parking area owned in Block 28 by the County and that the entire parking area owned by the City and by the County shall appear as one general parking area with no visible differentiation between the City owned parking area and the County owned parking area.

5. The City and the County agree that if in the future the County determines that it needs to expand its building facilities in Block 28, formerly Adams such that it is necessary to utilize a portion of The Property for such facilities, then, and in that event, the City agrees to convey the necessary lands to the County and in consideration thereof, the County agrees to replace the acquired parking area by conveying to the City a replacement parking area, fully constructed for public parking and providing an equal number of parking spaces to replace the lost spaces caused by the conveyance to the County and the said replacement parking area shall be conveyed to the City, free and clear of all liens and encumbrances, the same as provided in paragraph 1 hereof, on lands adjoining The Property or on such other lands as are reasonably acceptable to the City and the County shall be fully responsible for all costs incurred to acquire and construct the replacement parking area.

6. In further consideration of this transaction and in furtherance of the mutual cooperation expressed in the of the foregoing resolutions, the City hereby agrees to waive the building permit fees and demolition permit fees that would be due to the City as a result of the Sauk County West Square Building construction project and the County agrees to waive any Sauk County Landfill fees for the disposal of the refuse from the demolition of the Fifth Avenue Human Services Building by the City; provided, however, the County reserves the right not to waive the landfill fees and, in such event, the County agrees to pay to the City the building permit and demolition permit fees due the City as a result of the County's construction costs within the City.

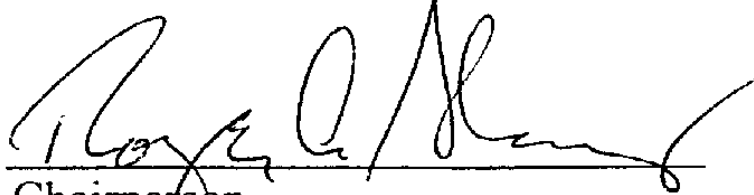
7. The City and the County agree to annually determine the best and most cost effective method to undertake maintenance and snow removal in the respective parking areas owned by each municipality in Block 28, formerly Adams. Such cooperation may involve the County contracting with a third party for snowplowing, snow removal, sanding and salting of the County's downtown Baraboo property and shall include The Property and the City shall reimburse the County for the City's pro-rata share of said costs on a square footage formula basis or upon such other formula as the City and the County shall mutually agree. As an alternative, the City and the County agree that instead of contracting with a third party to do the snowplowing, snow removal, sanding and salting operations that either the City or the County may undertake these

operations and, in such event, the payment arrangement shall be as mutually agreed by the parties.

8. The City and the County further agree that the utilities for the lighting of The Property shall be paid in accordance with a formula recommended to the parties by the Wisconsin Power & Light Company.

Dated this 2nd day of ~~December~~, 1995. February, 1996.

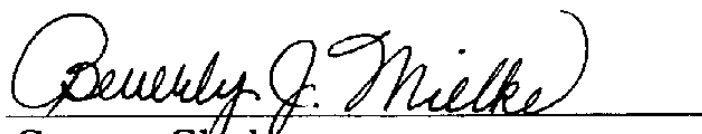
SAUK COUNTY, WISCONSIN

BY: 
Chairperson

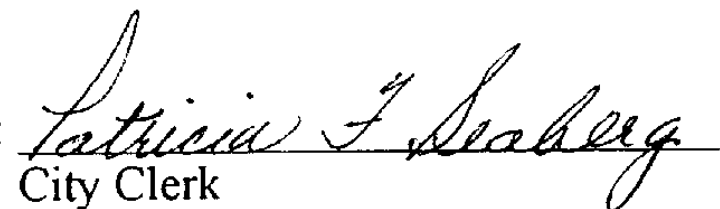
CITY OF BARABOO, WISCONSIN

BY: 
Mayor

ATTEST:

BY: 
County Clerk

ATTEST:

BY: 
City Clerk

RESOLUTION # _____

**AUTHORIZING SAUK COUNTY TO ACCEPT A QUIT CLAIM DEED FOR PARCELS No.
#206-1499-00000, #206-1498-00000, & #206-1497-10000 TO SAUK COUNTY FROM CITY
OF BARABOO**

Resolution offered by the Property Committee

BACKGROUND: Sauk County has reached out to the City of Baraboo requesting to take on the City of Baraboo's ownership of parcels that are part of the current West Square Administration Building parking lot. The Building Services department has maintained the parking lot since the West Square building was opened in 1995.

The county has offered to purchase the properties located at 227 4th Ave, 225 4th Ave, and 223 4th Ave Baraboo. Sauk County Building Services maintains the existing parking lot. The county would like to regulate and enforce parking restrictions for county only use Monday-Friday from 6:00 am to 5:00pm. The parking restrictions would also include no overnight parking.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Clerk be and hereby is authorized to make payment of \$1, to to the City of Baraboo for the below described property:

#206-1499-00000
227 4th Ave, Baraboo, WI 53913
Legal Description: City of Baraboo Formerly Adams Lot 5 BLK 28.

#206-1498-00000
225 4th Ave, Baraboo, WI 53913
Legal Description: City of Baraboo Formerly Adams Lot 4 BLK 28.

#206-1497-10000
223 4th Ave, Baraboo, WI 53913
Legal Description: City of Baraboo Formerly Adams W1/2 Lot 3 BLK 28

Sale Price: \$1.00

For consideration by the Sauk County Board of Supervisors on July 18, 2023.

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = _____ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the Corporation Counsel, _____, Date: _____

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Mark "Smooth" Dettter, Chairperson

Joel Chrisler, Vice-Chairperson

Carl Gruber, Secretary

Robert Spencer, Supervisor

Mike Anderson, Supervisor

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REVENUE AND ENFORCEMENT AGREEMENT BETWEEN SAUK COUNTY AND THE CITY OF BARABOO

1. INTRODUCTION: This is an agreement between Sauk County ("County") and the City of Baraboo ("City") pursuant to Wis. Stat. § 66.0301 authorizing the enforcement of the City Ordinances pertaining to parking restrictions at the County owned West Square Building parking lot. The Sauk County Board of Supervisors approved such enforcement on _____, by Resolution no. _____. The City of Baraboo Common Council approved this enforcement agreement on _____, by Resolution _____. Both parties agree that the undersigned are authorized to sign for their respective body. As such the parties hereby agree, in way of implementation, as follows:

2. SCOPE OF AGREEMENT: This agreement is meant to cover the West Square Building parking lot located in the City of Baraboo:

This agreement is meant only to apply to the enforcement of City ordinances for above referenced parking lot and is not intended to change or alter in any way the ownership, maintenance, or upkeep of this parking lot or the surrounding property. The parties hereby agree that all normal maintenance and upkeep procedures and activities by the County shall be unaffected by this agreement and shall remain the responsibility of the County.

3. COLLECTION: The County hereby authorizes City to enact and enforce parking ordinances according to officially adopted City ordinances. There shall be appropriate notice by way of signs at these locations notifying the public of these parking restrictions. All signs to be erected by the County. Any citations for violations of the City ordinances shall be the property of the City without any reimbursement to the County.

4. ENFORCEMENT: The City agrees to enforce the parking restrictions regarding the aforementioned West Square Building parking lot pursuant to the officially adopted City ordinances. The County shall identify those vehicles eligible for parking in the West Square Building by means of a sticker, sign, or device affixed to each vehicle. County vehicles eligible to park in the West Square Building parking lot are intended to be vehicles that are used on a regular basis the County. The spaces are not intended to be used to store vehicles that are non-operable or that are used on a seasonal basis.

All ordinance violations shall be processed by the City and all actions to prosecute these ordinance violations shall be taken by the City Attorney. The County shall have no responsibility or ability to prosecute violations of City parking ordinances. This does not limit in any way their current ability to enforce their own County Ordinances.

5. LENGTH OF AGREEMENT: This agreement shall be in effect from the date of the last signature on this document and will renew every year, except that either party may terminate this agreement for any reason upon thirty (30) days' written notice via certified mail to:

County: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

City: City Administrator
 Baraboo Municipal Building
 101 South Blvd
 Baraboo, WI 53913

[Signatures on following page]

BY SIGNING BELOW THE SIGNORS AFFIRM AND ACKNOWLEDGE THAT:

They have read and understand this contract and its Attachments, if any; they have authority to enter into this contract on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into this contract and that they accept and agree to be bound by the terms and conditions of this contract.

COUNTY OF SAUK

Administrator, Sauk County

Date

CITY OF BARABOO

Administrator, City of Baraboo

Date

City Clerk, City of Baraboo

Date

WEST SQUARE BUILDING PARKING LOT SALE AGREEMENT [City of Baraboo]

Contract by and between Sauk County ("County") and the City of Baraboo ("City") as follows:

WHEREAS, City currently owns three parcels of land that are part of the parking lot behind the County West Square Building located at 505 Broadway, Baraboo, WI and further described as

Parcel #206-1499-00000
227 4th Ave, Baraboo, WI 53913
Legal Description: City of Baraboo Formerly Adams Lot 5 BLK 28.

Parcel #206-1498-00000
225 4th Ave, Baraboo, WI 53913
Legal Description: City of Baraboo Formerly Adams Lot 4 BLK 28.

Parcel #206-1497-10000
223 4th Ave, Baraboo, WI 53913
Legal Description: City of Baraboo Formerly Adams W1/2 Lot 3 BLK 28

(see the attached Exhibit A); and

WHEREAS, the County seeks to purchase the three lots from the City; and

WHEREAS, the City has agreed to sell the lots to the County with the restrictions as listed below;
and

NOW, THEREFORE, the County shall pay the City \$1.00 for the three lots and based on other good and valuable consideration stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Special conditions of transfer:
 - a. County can restrict the parking to official county use and staff parking from 6am to 5pm Monday - Friday
 - b. The West Square lot open to public parking outside of the hours identified under sub. (a) above, except that no person may park, stop or leave standing any vehicle, whether attended or unattended between the hours of 2 am and 6 am.
 - c. The City of Baraboo will enforce the West Square lot as a Public Lot with no overnight parking. Any tickets written for overnight parking will go to the City. County/State/Federal vehicles are exempt from this no overnight parking.
2. **Notices.** Any legal notices required by this agreement shall be made in writing to the address specified below:

County –	County Clerk
	505 Broadway
	Baraboo, WI 53913

With a Copy to: Sauk County Facilities Director
510 Broadway
Baraboo, WI 53913

City – City Administrator
Baraboo Municipal Building
101 South Blvd
Baraboo, WI 53913

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the parties.

3. **Insurance.** During the term of this Agreement, City shall maintain the following insurance:

~~Worker's Compensation:~~

- ~~a. Coverage A: Limits – Statutory~~
- ~~b. Coverage B: Employer's Liability Limits~~
- ~~c. Bodily Injury by Accident – \$100,000 each accident minimum~~
- ~~d. Bodily Injury by Disease – \$100,000 each employee minimum~~
- ~~e. Bodily Injury by Disease – \$500,000 policy limit minimum~~

Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.

~~Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.~~

Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance must name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

4. **Governing Law, Jurisdiction and Venue.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.
5. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.
6. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
7. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did

not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

8. **Integration.** This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.
9. **Assignment.** Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.
10. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
11. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.
12. **Multiple Originals.** This contract may be executed in multiple originals, each of which, together shall constitute a single agreement.
13. **Captions.** The parties agree, that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
14. **No Partnership or Joint Venture.** This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the agreement.
15. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.
16. **Open Records Law Compliance.** City understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by City. City agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of City shall be at its sole cost and expense.
17. **Amendment.** No amendment of this contract shall be binding unless in writing and signed by all of the parties.
18. **Equal Employment Opportunity.** City hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11216 and other applicable laws and regulations. City affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a veteran, including a veteran of the Vietnam era, membership

in the national guard or reserve components of the military of the United States, political affiliation, or any other legally protected status. It is City's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. City further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

**{READ THE NEXT SECTION CAREFULLY, YOU HAVE THE RIGHT TO
HAVE AN ATTORNEY REVIEW THIS CLAUSE}**

19. Indemnification and hold Harmless. City shall at all times indemnify, defend and save harmless, the County and its supervisors and employees from any and all causes of action, demands, liability, claims, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, by reason of loss or damage to any property or bodily injury to any person, including but not limited to death, as a direct or indirect result of the performance by City of its duties hereunder, and as the result of any action or omission of City.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the corporation or other entity they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement:

Sauk County by:

Brent Miller, County Administrator

Date: _____

City of Baraboo by:

Patrick Cannon, Interim City Administrator

Date: _____

Brenda M. Zeman, City Clerk

Date: _____

RESOLUTION NO. 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: City staff has been working with this developer for over a year for the purchase of their property at 105 Vine Street and relocation of their business to a new locate in the City of Baraboo. The City approved a Resolution to purchase their property on April 25, 2023. The developer has procured new site in the Plat of Spirit Lake.

This Development Agreement is strictly a “pay go” incentive that will reimburse 75% of the tax revenue generated by their new development until 2039. This incentive will help defray the substantial cost of relocating their business and building a new facility to make their project economically viable.

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

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

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the attached Development Agreement on behalf of the City with Allan O. Mueller and Mary A. Mueller for the construction of their new building on the property they purchased on Spencer Court in the City of Baraboo.

Offered by: Finance
Motion:
Second:

Approved: _____

Attest: _____

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of December 12, 2023 (the “**Effective Date**”) by and among the CITY OF BARABOO (the “**City**”), a Wisconsin municipal corporation, and Allan O. Mueller and Mary A. Mueller or a Permitted Assign (collectively, “**Developer**”).

RECITALS

A. The City has established Tax Incremental District No. 11 (“**District**”) as a mixed-use tax increment district under the City’s project plan adopted by the City’s Common Council on September 22, 2020 and the Joint Review Board on October 7, 2020 (the “**Project Plan**”) in order to finance various project costs within the District as permitted under Wis. Stat. § 66.1105 (the “**TI Act**”).

B. Developer has the ability to purchase under a binding contract approximately 2.043 acres of real estate in the District as described in greater detail in Exhibit A attached to this Agreement and incorporated herein by reference (the “**Property**”).

C. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a building on the Property to house the business operations of I A.M. DAIRY Distributing, LLC (the “**Project**”).

D. Developer acknowledges that but for the MRO (as defined below) provided by the City in this Agreement, Developer would not move forward with the Project.

E. The City believes it is appropriate to use tax increments from the District to provide for an MRO for the benefit of the District to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment.

F. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City.

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

AGREEMENT

ARTICLE I – REQUIRED INFORMATION

1.1 Required Information. The City shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided to the City in form and substance reasonably acceptable to the City. On or before March 1, 2024, Developer shall provide to the City the following required information related to the Project

(collectively, the “**Required Information**”) and such other documentation as the City may reasonably request, both in form and in substance acceptable to the City:

(a) A commitment for an owner’s policy of title insurance issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the owner of the fee interest in the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, “**Property Exceptions**”). None of the Property Exceptions shall interfere with the proposed development of the Project in such a way as to prohibit the completion of the Project in accordance with the Final Plans.

(b) A fully-executed offer to purchase the Property between Developer and the current owner of the Property (“**Seller**”) in form and substance of the offer attached to this Agreement as Exhibit B which is incorporated herein by reference (the “**Offer**”) and all contingencies set forth in the Offer (other than having to do with the effectiveness of this Agreement at the closing for such purchase of the Property) have been or will be waived, satisfied or are or will be no longer applicable by passage of time or otherwise.

(c) A copy of the deed that will be used to convey the Property from Seller to Developer shall include a covenant affecting the Property (and running with the land for the life of the District) that prohibits all current and future owners or users of (including any other party with an interest, whether ownership, leasehold or otherwise, in) all or any portion of the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation (whether real estate, personal or otherwise).

(d) A fully-executed lease between Developer and I A.M. Dairy Distributing, LLC (“**Tenant**”) for the Project building (the “**Leased Building**”) with a term not less than October 31, 2040.

(e) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

(i) Intended commencement and substantial completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(f) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.

(g) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all

applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

(h) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

(i) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement, the Offer and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

1.2 Termination Rights. If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the City, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the City provides Developer written notice of such Default, the City shall have the right to terminate this Agreement and the City shall have no obligation to perform any act under this Agreement.

ARTICLE II – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

2.1 Commencement Notice. Developer shall provide a written notice to the City of Developer’s intention to commence the Project on or before December 31, 2023 (the “**Commencement Notice**”). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the City, all of the Required Information. If Developer does not provide the Commencement Notice and all of the Required Information to the City timely, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not cure all outstanding Default(s) within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City shall have no obligation to perform any obligation of the City under this Agreement and the City may terminate this Agreement.

2.2 Developer Improvements. Developer shall undertake, at Developer’s own expense, the following improvements, obligations and work on the Property consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the “**Developer Improvements**”):

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (installing footings for the Leased Building) on or before April 1, 2024. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 2.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 16.10 below). On or before December 31, 2024 (the “**Completion Date**”), the Project shall be complete (occupancy permit received) and Tenant shall commence operating its business out of the

EXECUTION VERSION

Leased Building as soon as possible but in no event more than ninety (90) calendar days thereafter.

(b) Developer shall promptly pay for all applicable City impact fees or other City fees applicable to the Project. As additional consideration to Developer for this Agreement and as long as no Default exists under this Agreement, the City agrees to defer the due date for the payment of impact fees to on or before thirty (30) calendar days after the earlier of Developer receiving: (i) a certificate of occupancy for the Leased Building, or (ii) a certificate of substantial completion from Developer's architect for the Project.

(c) Developer shall be responsible for all landscaping on the Property, including, without limitation, trees, shrubs, seeding or sod related to the Project.

(d) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Property.

(h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all applicable engineering, inspections, materials, labor, permit and any other fees.

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property during the term of the District.

2.3 Progress and Quality of Work. Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 16.10. Subject to the foregoing, completion of the Project (evidenced by the issuance of an occupancy permit on the Property) shall occur on or before December 31, 2024. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the City.

2.4 Compliance Obligations. All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and Developer shall, at Developer's cost, obtain and maintain all necessary permits and licenses for the Developer Improvements.

2.5 Indemnification and Insurance Required of Private Contractors. Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability related to any damage to the Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the City.

2.6 Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval as may be required by federal, state or local law.

2.7 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

2.8 Time is of the Essence. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

2.9 Reconstruction. Until the District is closed, in the event of any loss or damage to the improvements on the Property, Developer shall proceed with the repair and replacement of such improvements on the Property affected by such a loss or damage and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the equalized value, immediately prior to the casualty ("**Uncured Casualty Loss**"). Subject to force majeure delays, in no event shall Developer take longer than one hundred eighty (180) calendar days after the date of a loss or damage to restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section 2.9, Developer shall be in Default under this Agreement and the City shall be entitled to the remedies and payments set forth in this Agreement.

ARTICLE III – DEVELOPER GUARANTY AND OBLIGATIONS

3.1 Guaranteed Value for Real Estate Tax Purposes. The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment (meaning the estimated value of all taxable real and personal property, the "**Equalized Value**") of not less than Nine Hundred Thousand Dollars (\$900,000.00; the "**Guaranteed Value**") by December 31, 2024 (the "**Guaranteed Value Date**"). As a condition to entering into this Agreement, the City requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer and any other party that executes a guaranty under this Agreement (each a "**Guarantor**" and, collectively, the "**Guarantors**") each hereby jointly and severally guaranties that, on and after the Guaranteed Value Date, the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Guaranteed Value. The provisions of Section 3.3 below shall apply if the Equalized Value is less than the Guaranteed Value on or after the Guaranteed Value Date.

3.2 Failure to Construct. If Developer provides a Commencement Notice as required by Section 2.1 but does not timely complete construction of the Project as herein provided, then Developer and each Guarantor shall repay to the City all sums incurred by the City in reliance upon the Commencement Notice and not recoverable from Tax Increments from the District. All repayments shall be completed within thirty (30) calendar days after Developer's non-performance or Default under this Agreement.

3.3 Guaranty Obligations. If on or any time after the Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the corresponding Guaranteed Value (each a "**Shortfall Event**"), then Developer and each Guarantor shall jointly and severally owe the City an amount equal to twenty-five percent (25%) of the difference between (a) the Tax Increment that otherwise would have been generated if the Property was valued at the Guaranteed Value, and (b) the Tax Increment received by the City in the year a Shortfall Event occurs (the difference between (a) and (b) above is referred to herein as the "**Tax Increment Shortfall**"). If a Tax Increment Shortfall payment is owed to the City, then unless and until the Equalized Value of the Property achieves the corresponding Guaranteed Value for the Guaranteed Value Date, for each January 1 following a Shortfall Event, that the Equalized Value of the Property is less than the applicable Guaranteed Value, Developer and each Guarantor, shall pay to the City an amount equal to twenty-five percent (25%) of the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the applicable Guaranteed Value for the corresponding Guaranteed Value Date, no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter unless a new Shortfall Event occurs. In addition, no further Tax Increment Shortfall payment obligations of Developer or each Guarantor shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Property.

3.4 Payment and Reimbursement of Tax Increment Shortfall. Any Tax Increment Shortfall payment due to the City shall be deducted from any MRO payment due Developer from the City during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment amount exceeds the amount of such MRO payment, Developer shall pay to the City an amount equal to the difference between such MRO payment and the Tax Increment Shortfall payment amount. If there is no MRO payment due Developer for such year, Developer shall pay to the City the full Tax Increment Shortfall payment amount for such year. Any Tax Increment Shortfall payment due to the City from Developer pursuant to this ARTICLE III shall be made within ten (10) calendar days after written request for payment by the City.

ARTICLE IV – ACCESS, INSPECTIONS AND CONTRACTORS

4.1 Access and Inspections. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the City to inspect the Property and the Project.

4.2 Inspections for City's Benefit Only. Each inspection conducted by the City or the City's agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each

waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

4.3 Contractors and Consulting Engineers. At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's expense, unless the City must perform inspections as a result of Developer's failure to meet the Final Plans) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the City of the anticipated cost of, and a time for, the completion of construction work; and
- (c) to review and advise the City of any proposed changes in the construction of the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE V – MUNICIPAL REVENUE OBLIGATION

5.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City agrees to issue to Developer, within ninety (90) calendar days after the City's receipt the Commencement Notice, a non-interest bearing municipal revenue obligation (the "**MRO**"). The amount of the MRO shall equal the Available Tax Increment (as defined below) generated by the Project on the Property on or before December 31, 2039 and received by the City prior to October 1, 2040.

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the City's Common Council until and including the earlier of the Final Payment Date (as defined below) and the MRO is paid in full. "**Available Tax Increment**" means an amount equal to seventy-five percent (75%) of the difference between Tax Increment (as defined below) actually received and appropriated by the City in each year **less** all outstanding Tax Increment Shortfall payment obligations and **less** the following (collectively, the "**Priority Project Costs**"): (i) all debt service payments incurred or to be incurred by the City in a given year for work performed or to be performed with regard to the Project; (ii) the amount of the City's administrative expenses, including, but not limited to, reasonable charges for the time spent by City employees in connection with the negotiation and implementation of this Agreement, (iii) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, financial consulting and legal advice (including, without limitation, attorneys' costs and fees) and services related to the negotiation and implementation of this Agreement, and (iv) other eligible project costs previously incurred by the

City in preparation for this Project or to be incurred by the City under the Project Plan, including, without limitation, site preparation and costs and expenses related to Property or the Project provided such eligible project costs are not financed by the debt service referenced in (i) above. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid. “**Tax Increment**” shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project, the land and improvements on the Property and any taxable personal property associated with the Property.

Provided that Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City’s Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2025, and continuing to (and including) October 31, 2040 (each, a “**Payment Date**”). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment).

To the extent that on any Payment Date the City is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the City’s Common Council or otherwise, such failure shall not constitute a default under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the City has the ability to payout Available Tax Increment. The term of the MRO and the City’s obligation to make payments hereunder shall not extend beyond October 31, 2040 (the “**Final Payment Date**”) or the MRO being paid in full. If the MRO has not been paid in full by the Final Payment Date, then the City shall have no obligation to make further payments on the MRO. Upon the Final Payment Date, the MRO shall terminate and the City’s obligation to make any payments under the MRO shall be discharged, and the City shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

5.2 MRO Form. The MRO shall be substantially in the form attached to this Agreement as Exhibit C (and is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by

the City. On or about each Payment Date under the MRO, the City shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

5.3 Issuance of MRO and Payment Limitation. Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to Developer within ninety (90) calendar days after the City's receipt the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the City does not timely provide the MRO to Developer, the Developer shall make a written request to the City for the delivery of the executed MRO within thirty (30) days after the date of such written request. The total amount of principal to be paid under the MRO shall in no event exceed the Available Tax Increment generated by the Project on the Property on or before December 31, 2039 and received by the City prior to October 1, 2040. The City's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend all payments until the Default is cured, provided that if the Default is not cured within the applicable cure period (if any), the City shall have no further obligation to make any payments on the MRO and the City may exercise any and all available remedies.

5.4 Payment of Priority Project Costs and Repayment Schedule. From the Tax Increment received by the City each year, the City shall first pay the outstanding Priority Project Costs. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right to modify the MRO repayment schedule based upon market conditions, applicable Priority Project Costs and the actual and projected Available Tax Increment generated from the Project. The Available Tax Increment held by the City each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO until a maximum payout has been made (which is Available Tax Increment for a given year), subject to appropriation by the City Common Council.

ARTICLE VI – ZONING, LAND USE AND RESTRICTIVE COVENANT

6.1 Zoning Compliance. The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

6.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render the Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Property by the City, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with

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the Sauk County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 6.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the City to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the City. The deed restrictions or restrictive covenants shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.

ARTICLE VII – ASSIGNMENTS AND CHANGES OF CONTROL

7.1 Assignments and Change of Control. This Agreement and the MRO shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City for any reason). Notwithstanding the foregoing, this Agreement and the MRO may be: (a) assigned by Developer to a Permitted Assign, and (b) collaterally assigned to a mortgage lender financing the development and completion of the Project. For purposes of this Agreement, a “**Permitted Assign**” shall mean a limited liability company whose members are Allan O. Mueller and Mary A. Mueller or Allan O. Mueller and Mary A. Mueller and their son, Mathew Mueller (or Mathew Mueller’s spouse or lineal descendants). If the Developer is an entity, the ownership or control of Developer shall not be transferred by such entity to any other person or other entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member’s interest. The term “ownership or control” shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, “**Ownership Interests**” shall mean the members’ right to share in distributions and other economic benefits of Developer, the members’ right to participate in decision making, or both.

ARTICLE VIII – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

(a) if this Agreement is assigned to a Permitted Assign, such Permitted Assign shall be a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) it has full authority to execute and perform this Agreement and the Offer and has obtained all necessary authorizations to enter into, execute and deliver this Agreement and the Offer;

(c) the execution, delivery, and performance of its respective obligations pursuant to this Agreement and/or the Offer will not violate or conflict with the execution, delivery, or performance of its obligations pursuant to this Agreement and/or

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the Offer violate or conflict with any law applicable to it, the Offer or the Project and, if assigned to a Permitted Assign, such execution delivery and performance will not violate such Permitted Assign's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will;

(d) this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement (including, without limitation, the Offer) when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms;

(e) it will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;

(f) it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City;

(g) it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) calendar days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may require;

(h) it will take all steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(i) it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

(j) it will pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) it will promptly furnish to the City, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) it shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer;

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(m) it shall provide to the City, promptly upon the City's request, any information or evidence deemed necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement;

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing;

(o) there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property; and

(p) subject to the terms of this Agreement, it shall not challenge or contest any assessment on the Property by the City including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding.

8.2 Execution Representations and Warranties. The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

8.3 Cooperation. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement and the Offer.

ARTICLE IX – CITY REPRESENTATIONS

9.1 City Representations. The City represents that:

(a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

ARTICLE X – DEFAULTS

10.1 Default. Any one or more of the following shall constitute a “Default” under this Agreement.

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(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, the untimely delivery of the Required Information, completion of the Developer Improvements or any default under the Offer).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) or any Guarantor shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The City fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the City.

ARTICLE XI – REMEDIES

11.1 Remedies. In the event of a Default, the non-defaulting party shall provide written notice to the defaulting party and the other party of the Default (the “**Default Notice**”); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 10.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period

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of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default but in no event shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event the Default is not fully and timely cured by Developer, the City shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the City provided for under this Agreement:

(i) The City may refuse to issue any permits to Developer for the construction of Developer Improvements or any other improvements on the Property;

(ii) The City may recover from Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the City related to or arising out of each Default;

(iii) The City may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO; or

(iv) The City may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the City, subject to Section 16.11 below, Developer shall have all of the rights and remedies available in law or in equity, however, the City shall not be liable for any punitive or consequential damages and Developer may not perform any acts required to be performed by the City under applicable law.

ARTICLE XII – SUCCESSORS AND ASSIGNS

12.1 Successors and Assigns; Assignment. This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 7.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the City, which consent may be withheld for any reason.

ARTICLE XIII – TERMINATION

13.1 Termination. This Agreement shall not terminate until the earlier of:

(a) termination by the City of the District pursuant to §66.1105(7) of the TI Act,

- (b) the MRO being paid in full, or
- (c) termination by the City pursuant to the terms of this Agreement;

however, the termination of this Agreement shall not cause a termination of the rights and remedies of the City under this Agreement.

ARTICLE XIV – NOTICES

14.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

City of Baraboo
Attention: City Administrator
101 South Boulevard
Baraboo, WI 53913

with a copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

If to Developer:

Allan O. and Mary A. Mueller
204 Mariealain Drive
Wisconsin Dells, WI 53965

With a copy to:

Ronald M. Trachtenberg, Esq.
Fuhrman & Dodge, S.C.
6405 Century Avenue, Suite 101
Madison, WI 53562

ARTICLE XV – APPLICABLE LAW

15.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sauk County, Wisconsin.

ARTICLE XVI – MISCELLENEOUS

16.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

16.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such

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waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

16.3 No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the City warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

16.4 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

16.5 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

16.6 No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

16.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

16.8 No Joint Venture. The City is not a partner, agent or joint venture of or with Developer.

16.9 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City on the Property in the office of the Register of Deeds for Sauk County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

16.10 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a twelve (12) month extension on the deadlines set forth in Section 2.2 or 3.2 above should reasonable delays occur as a result of supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

EXECUTION VERSION

16.11 Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

16.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

16.13 Recitals. The RECITALS set forth above are true, accurate and incorporated herein by reference.

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

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY: CITY OF BARABOO

By: _____
Name: Thomas Pinion, PE
Title: Co-Interim City Administrator

By: _____
Name: Patrick A. Cannon
Title: Co-Interim City Administrator

Attest: _____
Name: Brenda Zeman, City Clerk

DEVELOPER:

Allan O. Mueller

Mary A. Mueller

STATE OF WISCONSIN)
) I
SAUK COUNTY)

Personally came before me this ____ day of _____, 2023, the above named Thomas Pinion, Patrick A. Cannon and Brenda Zeman, the Co-Interim City Administrators and the City Clerk of the City of Baraboo, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
) I
SAUK COUNTY)

Personally came before me this ____ day of _____, 2023, the above named Allan O. Mueller and Mary A. Mueller to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

EXECUTION VERSION

EXHIBIT A

Property

Lot 4, Plat of Spirit Lake, City of Baraboo, Sauk County, Wisconsin.

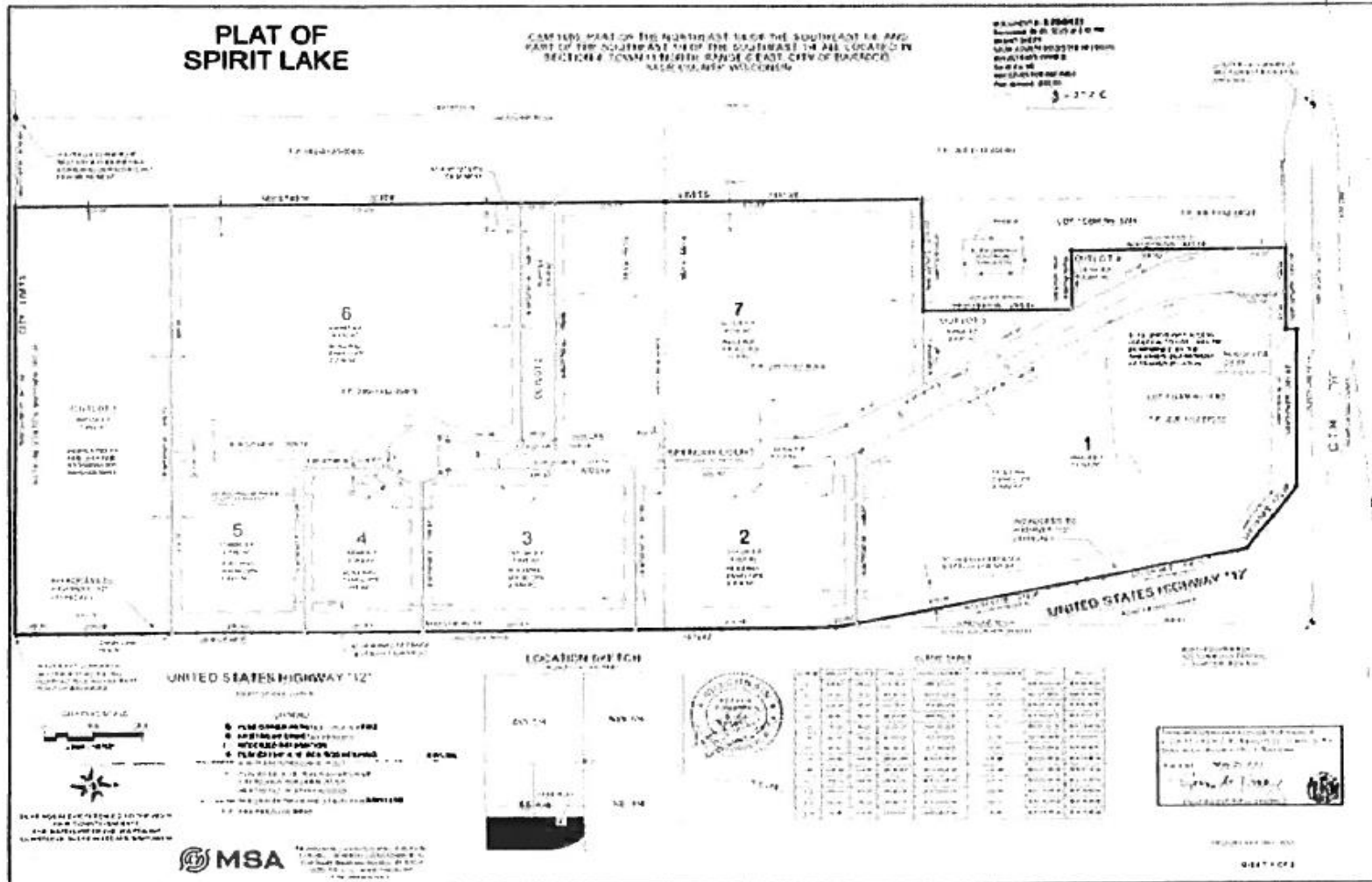


EXHIBIT A

EXHIBIT B

Offer

[SEE ATTACHED]

EXHIBIT C

MRO

UNITED STATES OF AMERICA
 STATE OF WISCONSIN
 COUNTY OF SAUK
 CITY OF BARABOO

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Available Tax Increment

FOR VALUE RECEIVED, the City of Baraboo, Sauk County, Wisconsin (the “**City**”), promises to pay to Allan O. Mueller and Mary A. Mueller (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on or before October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 11, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on _____, 20____, by the Common Council of the City (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of December 12, 2023 by and between the City and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the City’s Common Council to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal

shall be payable on the next Payment Date until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "**Final Payment Date**" is October 31, 2040.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 5.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed the Available Tax Increment generated on the Property on or before December 31, 2039 and received by the City prior to October 1, 2040. When that amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections 5.1, 5.3 and 11.1 of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended in the event Developer is in default beyond the applicable cure period(s) under any of the terms and conditions of the Development Agreement, provided payments shall be resumed when any such default is timely cured and any payments missed due to an uncured default also shall be paid from Available Tax Increment upon timely cure of the default.

This MRO is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This MRO is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal or interest of this MRO. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the City which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

EXECUTION VERSION

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Baraboo has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF BARABOO

By: _____
Name: _____, City Administrator

(SEAL)

Attest: _____
Name: _____, City Clerk

Schedule 1

Payment Schedule

Subject to the City’s actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the City’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the City shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Estimated Payment Amount</u>
October 31, 2025	\$ _____
October 31, 2026	\$ _____
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
	=====
Total	

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Clerk of the City of Baraboo, Sauk County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the City and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of [City Clerk]</u>
<hr/>	<hr/>	<hr/>
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The City of Baraboo, Wisconsin**Background:**

Municipal Property Insurance Company (MPIC) was chosen to provide the city of Baraboo's insurance for Buildings, Personal Property & Property in the Open, Contractors Equipment, Business Income Interruption, and Bridges on October 23, 2020, after the Requests for Bid (RFB) were evaluated. The Workgroup agreed and Finance approved the preferred provider, MPIC.

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

Comments: \$97,097 will be included in the 2024 budget. The premium will be split among respective departments.

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

That the City of Baraboo renew the Property Insurance contract with MPIC in the amount of \$97,097 for fiscal year 2024.

This is the fourth year that the City of Baraboo has renewed this annual policy with MPIC and it will expire on January 1, 2025.

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

Motion:

Second:

Attest: _____



MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

MPIC Quote

Proposal #: 48-10551-25-001

Agent: Ben Rank

Item I. Named Insured and Principal

Address:

City of Baraboo
101 South Boulevard
Baraboo, WI 53913

Contact: Julie Ostrander

Phone: (608) 355-7338

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 1/1/2024, and expires at 12:01 A.M., 1/1/2025.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Valuation	Deductible % Ded	TIV	Rate	Annual Premium
Building	Replacement Cost	\$2,500	\$109,193,827	.0716	\$78,127
Personal Property	Replacement Cost	\$2,500	\$7,659,811	.0716	\$5,484
Property in the Open	Replacement Cost	\$2,500	\$5,534,703	.0716	\$3,961
Contractors Equipment	New Replacement Cost	\$1,000	\$4,058,124	.22	\$8,928
> \$25,000					
Contractors Equipment	See Endorsement	\$1,000	\$25,582		\$0
< \$25,000					
Business Income	Standard	\$1,000	\$150,000	.036	\$100
Schedule Attached					
Pedestrian Bridges	See Endorsement	\$2,500	\$775,327	.0641	\$497
Schedule Attached					

Total Annual Premium

\$97,097

Billed to Insured

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form (Edition Date)	Description
MPIC 002Q(1123)	Declaration Pages
MPIC 002ENDT(1123)	Variable Coverage Schedules
MPIC 004(1123)	Statement Of Values
MPIC 004P(1123)	Statement Of Values - PITO
MPIC 004CE(1123)	Statement Of Values - Contractors Equipment
MPIC 001(1123)	Policy Form
MPIC 006(0419)	Joint Loss Agreement
MPIC 007(1123)	Loss Payable Endorsement
MPIC 008(0419)	TRIA Cap on Losses Endorsement
MPIC 101(0522)	Business Income Endorsement
MPIC 205(1020)	Pedestrian Bridge Coverage Endorsement
MPIC 300(0120)	Contractors Equipment New Replacement Cost
MPIC 509(0918)	Broad Form Coverage of Computer-Related Losses Endorsement
MPIC 510(0119)	Tax Lien Property Endorsement
MPIC 511(0419)	Leased Property Endorsement
MPIC 900(0620)	MPIC Claim Reporting Information
MPIC 901(0620)	Loss Reporting Form

DECLARATIONS
MUNICIPAL PROPERTY INSURANCE COMPANY
Variable Coverage Schedules

Business Income	
Blanket Locations	\$150,000
Total	\$150,000

Pedestrian Bridge	
Altridge Park - Bridge	\$112,350
Maxwell-Potter Park - Bridge, Riverwalk	\$662,977
Total	\$775,327

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
001		<i>Municipal Building</i>					
	001	Fire Station #3 135 4TH ST., BARABOO,WI 53913	1966	2	25,590	\$4,642,976	\$776,451
	002	Municipal Building 135 4TH ST., BARABOO,WI 53913		0	0	\$0	\$0
	003	Old Police Station 135 4TH ST., BARABOO,WI 53913		0	0	\$0	\$0
Municipal Building (001) Total						\$4,642,976	\$776,451
002		<i>City Services Center</i>					
	001	City Services Center 450 ROUNDHOUSE CT., BARABOO,WI 53913	2001	1	64,874	\$9,713,893	\$1,230,345
	002	Cold Storage Building 450 Roundhouse Ct., BARABOO,WI 53913		0	0	\$69,095	\$11,235
	003	Mobile Radio System, EG Base Station from Police 450 Roundhouse Ct., BARABOO,WI 53913		0	0	\$0	\$219,082
		Property in the Open					\$4,269
City Services Center (002) Total						\$9,782,988	\$1,464,931
003		<i>Alma Waite Annex</i>					
	001	Alma Waite Annex 120 5TH ST, BARABOO,WI 53913	1983	1	6,864	\$1,220,907	\$76,398
Alma Waite Annex (003) Total						\$1,220,907	\$76,398

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
004		PS/ADMIN BUILDING					
	001	PS/ADMIN BUILDING 101 SOUTH BLV, BARABOO,WI 53913	2018	2	44,524	\$12,064,255	\$1,264,949
		Property in the Open					\$11,684
		PS/ADMIN BUILDING (004) Total				\$12,064,255	\$1,276,633
005		Library					
	001	Library 230 4TH AVE, BARABOO,WI 53913	2023	4	30,000	\$11,000,000	\$2,770,000
		Library (005) Total				\$11,000,000	\$2,770,000
006		Garage/ Shop					
	001	Cold Storage Shed 42x64 407 Briar St, BARABOO,WI 53913		0	2,560	\$71,904	\$35,278
	002	Garage/ Shop 400-418 BRIAR ST, BARABOO,WI 53913	1957	1	9,750	\$733,646	\$131,450
		Garage/ Shop (006) Total				\$805,550	\$166,728
007		Landfill					
		Landfill (007) Total				\$0	\$0
008		Langer Park					
	001	Shelters/ Restrooms 501 Remington, BARABOO,WI 53913		0	1,344	\$120,889	\$0
		Property in the Open					\$112,912
		Langer Park (008) Total				\$120,889	\$112,912

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
009		Ochsner Zoo					
	001	Animal Den 903 PARK ST, BARABOO,WI 53913	2004	1	336	\$303,907	\$0
	002	Animal Display, Lynx 903 PARK ST, BARABOO,WI 53913	2012	1	363	\$302,222	\$0
	003	Animal Display, Primate 903 PARK ST, BARABOO,WI 53913		0	0	\$22,695	\$0
	004	Animal Display, Snowy Owl 903 PARK ST, BARABOO,WI 53913		0	0	\$36,289	\$5,393
	005	Animal House, Primate 903 PARK ST, BARABOO,WI 53913		0	0	\$54,265	\$1,348
	006	Animal Shelter, Bird 903 PARK ST, BARABOO,WI 53913		0	0	\$31,570	\$0
	007	Animal Shelter, Llama/ Wolf 903 PARK ST, BARABOO,WI 53913		0	0	\$60,332	\$674
	008	Animal Shelter, Stone 10x12 Donkey 903 PARK ST, BARABOO, 53913		0	120	\$17,527	\$0
	009	Concession Building 903 PARK ST, BARABOO,WI 53913		0	0	\$3,033	\$786
	010	Otter House 903 PARK ST, BARABOO,WI 53913	2018	1	674	\$490,520	\$0
	011	Park House 903 PARK ST, BARABOO,WI 53913	1887	2	2,682	\$320,535	\$33,031
	012	Shelter - T Shelter 903 PARK ST, BARABOO,WI 53913	1927	1	1,382	\$347,274	\$0
	013	Shelter, Band Stand 18x26 903 PARK ST,		0	468	\$13,145	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
		BARABOO, 53913					
	014	Shelter, Open 20x40 903 PARK ST, BARABOO, 53913		0	800	\$22,470	\$0
	015	Storage Shed 903 PARK ST, BARABOO,WI 53913		0	1,728	\$48,535	\$49,659
	016	Zoo Office / Restrooms 903 PARK ST, BARABOO,WI 53913		0	0	\$147,403	\$14,493
		Property in the Open					\$538,134
		Ochsner Zoo (009) Total				\$2,221,722	\$643,518
012		Mary Rountree Location					
	001	Dugouts (2) , BARABOO, 53913		0	0	\$11,123	\$0
	002	Field House 639 2nd Ave, BARABOO,WI 53913		0	1,360	\$152,796	\$10,898
	003	Light Switch House 639 2nd Ave, BARABOO,WI 53913		0	0	\$17,527	\$39,322
	004	Press Box 639 2nd Ave, BARABOO,WI 53913		0	0	\$11,684	\$2,247
	005	Shelter/ Restrooms 639 2nd Ave, BARABOO,WI 53913		0	888	\$149,650	\$13,707
		Property in the Open					\$331,545
		Mary Rountree Location (012) Total				\$342,780	\$397,719

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
013		Pierce Park					
	001	Concession Building 1100 WALNUT ST, BARABOO,WI 53913		0	848	\$71,455	\$9,325
	002	Dugouts (4), Pierce Field 1&2 1100 WALNUT ST, BARABOO, 53913		0	0	\$17,976	\$0
	003	Dugouts (4), Pierce Field 3&4 1100 WALNUT ST, BARABOO, 53913		0	0	\$13,819	\$0
	004	Pavillion, Hockey 1100 WALNUT ST, BARABOO,WI 53913	1997	1	31,898	\$3,386,791	\$0
	005	Scorebooth/ Storage Building, Pierce #5, 12'x24' 1100 WALNUT ST, BARABOO, 53913		0	0	\$27,526	\$0
	006	Shelter, Open 1012 Sq Ft 1100 WALNUT ST, BARABOO, 53913		0	1,012	\$28,425	\$0
	007	Shelter, Open, Field 4 1100 WALNUT ST, BARABOO,WI 53913	2010	0	100	\$10,112	\$0
	008	Storage Building 1100 WALNUT ST, BARABOO,WI 53913		0	320	\$28,762	\$2,247
		Property in the Open					\$400,378
		Pierce Park (013) Total				\$3,584,866	\$411,950
014		Civic Center					
	001	Civic Center 124 2ND ST, BARABOO,WI 53913	1927	4	52,903	\$10,683,474	\$311,210
		Property in the Open					\$97,632
		Civic Center (014) Total				\$10,683,474	\$408,842

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
015		Statz Park					
	001	Restroom/ Storage Building 217 1st Ave, BARABOO,WI 53913		0	448	\$75,499	\$23,706
	002	Shelter , BARABOO, 53913		0	0	\$27,413	\$0
		Property in the Open					\$36,683
		Statz Park (015) Total				\$102,912	\$60,389
016		Wellhouse #2					
	001	Wellhouse #2 722 HILL ST, BARABOO,WI 53913	1998	1	884	\$497,823	\$0
		Wellhouse #2 (016) Total				\$497,823	\$0
017		Wellhouse #4					
	001	Wellhouse #4 808 JEFFERSON ST, BARABOO,WI 53913	1961	1	805	\$607,027	\$0
		Wellhouse #4 (017) Total				\$607,027	\$0
018		Wellhouse #6					
	001	Wellhouse #6 919 SAUK AVE, BARABOO,WI 53913	1978	1	884	\$654,214	\$0
		Wellhouse #6 (018) Total				\$654,214	\$0
019		Hi-Lift Booster Station					
	001	Hi-Lift Booster Station 1807 OAK ST, BARABOO,WI 53913	1971	1	676	\$588,377	\$0
		Hi-Lift Booster Station (019) Total				\$588,377	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
020		WWTP					
	001	AERATION BASIN (ADD01) 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	18,633	\$4,404,906	\$0
	002	CLARIFIER SPLITTER BOX (ADD04) 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	78	\$40,446	\$0
	003	Digester Structure 1000 MANCHESTER ST, BARABOO,WI 53913	1934	1	1,469	\$523,214	\$0
	004	Effluent Sampling Building 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	100	\$34,154	\$0
	005	Garage/ Storage Shed 1000 MANCHESTER ST, BARABOO,WI 53913	2018	1	5,971	\$786,450	\$8,426
	006	Grit Building 1000 MANCHESTER ST, BARABOO,WI 53913	1993	1	310	\$176,951	\$11,235
	007	Headworks Building 1000 MANCHESTER ST, BARABOO,WI 53913	2006	1	1,976	\$1,037,665	\$0
	008	Phosphorous Removal Tanks (3) 1000 MANCHESTER ST, BARABOO,WI 53913	1999	1	4,392	\$1,325,955	\$0
	009	SCUM PIT (ADD05) 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	234	\$156,841	\$0
	010	SECONDARY CLARIFIER 1 (ADD02) 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	3,019	\$1,269,892	\$0
	011	SECONDARY CLARIFIER 2 (ADD03) 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	3,019	\$1,269,892	\$0
	012	Sludge Storage/ Process Building 1000 MANCHESTER ST, BARABOO,WI 53913	1994	1	16,562	\$4,557,927	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
	013	UV Disinfection Building 1000 MANCHESTER ST, BARABOO,WI 53913	1994	1	107	\$63,253	\$0
	014	UV TANK (ADD06) 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	852	\$757,351	\$0
	015	Wastewater Process 1000 MANCHESTER ST, BARABOO,WI 53913		0	0	\$0	\$0
	016	WWTP Control and Lab 1000 MANCHESTER ST, BARABOO,WI 53913	1982	1	11,532	\$4,710,274	\$146,055
		WWTP (020) Total				\$21,115,171	\$165,716
021		Wellhouse #7					
	001	Wellhouse #7 GALL RD & LAKE ST, BARABOO,WI 53913	1992	1	884	\$611,184	\$0
		Wellhouse #7 (021) Total				\$611,184	\$0
022		SWAT Equipment, Police					
	001	SWAT Equipment, Police 1300 Lange Ct., BARABOO,WI 53913		0	0	\$0	\$44,940
		SWAT Equipment, Police (022) Total				\$0	\$44,940
023		Steinhorst Park					
	001	Shelter/ Restrooms 1700 Parkgate, BARABOO,WI 53913		0	0	\$162,009	\$3,370
	002	Storage Shed 1700 Parkgate, BARABOO,WI 53913		0	0	\$22,695	\$0
		Property in the Open					\$24,605
		Steinhorst Park (023) Total				\$184,704	\$27,975

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
024		<i>Booster Station, Barnhart</i>					
	001	Booster Station, Barnhart 860 COMMERCE AVE, BARABOO,WI 53913	2002	1	1,140	\$844,310	\$0
		Booster Station, Barnhart (024) Total				\$844,310	\$0
026		<i>Wellhouse #8</i>					
	001	Wellhouse #8 721 2ND AVE, BARABOO,WI 53913	2006	1	1,020	\$572,760	\$0
		Wellhouse #8 (026) Total				\$572,760	\$0
027		<i>Park Pumphouse</i>					
	001	Park Pumphouse 715 HILL ST, BARABOO,WI 53913	1932	1	1,869	\$377,159	\$0
		Park Pumphouse (027) Total				\$377,159	\$0
030		<i>Donahue Terrace</i>					
	001	Donahue Terrace 227 1ST AVE, BARABOO,WI 53913	1978	7	53,597	\$10,019,148	\$180,659
		Donahue Terrace (030) Total				\$10,019,148	\$180,659

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
031	Housing						
	002	CDA Housing 1018 10TH ST, BARABOO,WI 53913	1983	2	3,364	\$375,249	\$4,045
	003	CDA Housing 1015 - 1017 9th ST, BARABOO,WI 53913		0	0	\$271,101	\$2,135
	004	CDA Housing 1119 WASHINGTON, BARABOO,WI 53913	1983	2	3,459	\$368,845	\$4,045
	005	CDA Housing 1026 - 1028 10th St, BARABOO,WI 53913		0	0	\$262,113	\$3,595
	001	CDA Housing 1131-1133 WASHINGTON AVE, BARABOO,WI 53913	1983	2	3,459	\$368,845	\$4,045
	006	Corson Square Apartments 920 10TH ST, BARABOO,WI 53913	1983	2	30,681	\$4,000,784	\$126,956
	Housing (031) Total					\$5,646,937	\$144,821
032	Traffic Signals						
		Property in the Open					\$405,584
	Traffic Signals (032) Total					\$0	\$405,584
033	Weber Park						
	001	Gazebo, 256 sq ft , BARABOO, 53913		0	256	\$15,841	\$0
		Property in the Open					\$65,217
	Weber Park (033) Total					\$15,841	\$65,217

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
034		<i>Campbell Park</i>					
	001	Pool Heater, Pentair Megatherm South Blvd. & Parkway, BARABOO, WI 53913	2015	0	1	\$0	\$32,694
	002	Pool House 325 SOUTH BLVD, BARABOO, WI 53913	1937	1	4,852	\$867,454	\$43,142
	003	Shelter 20x32, wood construction, 640 sqft NA, Baraboo, WI 53913	2004	0	640	\$12,358	\$0
	004	Swimming Pool 325 SOUTH BLVD, BARABOO, 53913	1932	1	13,500	\$1,650,759	\$0
		Property in the Open					\$484,819
		Campbell Park (034) Total				\$2,530,571	\$560,655
035		<i>Altridge Park</i>					
	001	Pole Building, 40x 64, Attridge 900 2nd Ave, BARABOO, WI 53913	1986	0	2,560	\$71,904	\$11,235
	002	Shed, Community Garden NA, Baraboo, WI 53913	2013	0	0	\$5,564	\$0
		Property in the Open					\$197,624
		Altridge Park (035) Total				\$77,468	\$208,859
036		<i>Ritzenthaler Park</i>					
	001	Gazebo , BARABOO, 53913		0	0	\$6,404	\$0
		Property in the Open					\$39,210
		Ritzenthaler Park (036) Total				\$6,404	\$39,210

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
037		<i>Deppe Pond</i>					
	001	Aerator 1080 LAKE ST, BARABOO, 53913	1986	1	0	\$10,224	\$0
	002	Gazebo 1080 LAKE ST, BARABOO, 53913		0	0	\$10,898	\$0
		Property in the Open					\$2,472
		Deppe Pond (037) Total				\$21,122	\$2,472
038		<i>Tuscania Memorial with Solar Lighting</i>					
		Property in the Open					\$105,609
		Tuscania Memorial with Solar Lighting (038) Total				\$0	\$105,609

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
039	Water Towers						
	001	Base Station, Water AMR System EAST ST/ CTY A, BARABOO,WI 53913		0	0	\$0	\$0
	002	Water Tower #4 1001 MOORE ST, BARABOO,WI 53913	1978	1	0	\$1,494,143	\$0
	003	Water Tank #1 1212 BIRCH ST, BARABOO,WI 53913	1887	1	0	\$707,243	\$0
	004	Water Tank #2 1809 OAK ST, BARABOO,WI 53913	1954	1	0	\$1,321,461	\$0
	005	Water Tower #3 2323 EAST ST, BARABOO,WI 53913	1971	1	0	\$1,361,120	\$0
	006	Water Tower #5 405 MINE RD, BARABOO,WI 53913	1988	1	0	\$1,524,140	\$0
	007	Water Tower #6 1111 COMMERCE PKWY, BARABOO,WI 53913	2009	1	0	\$1,448,866	\$0
	Water Towers (039) Total					\$7,856,973	\$0
040	WRRF Electric Operated Gate						
		Property in the Open					\$6,179
		WRRF Electric Operated Gate (040) Total				\$0	\$6,179
041	Lift Stations						
	001	Lift Station - Hwy T TAFT & HWY 33, BARABOO,WI 53913	1994	1	0	\$226,610	\$0
	002	Lift Station - Potter St Station 800 POTTER ST, BARABOO,WI 53913	1941	1	0	\$73,926	\$0
	Lift Stations (041) Total					\$300,536	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
042		<i>Hoppe Park</i>					
	001	Gazebo		0	0	\$11,460	\$0
		, BARABOO, 53913					
		Property in the Open					\$54,265
		Hoppe Park (042) Total				\$11,460	\$54,265
043		<i>Kiwanis Park</i>					
	001	Gazebo, Octagon		0	0	\$28,088	\$0
		, BARABOO, 53913					
		Property in the Open					\$11,235
		Kiwanis Park (043) Total				\$28,088	\$11,235
044		<i>Maxwell-Potter Park</i>					
		Property in the Open					\$944,189
		Maxwell-Potter Park (044) Total				\$0	\$944,189
045		<i>City View Park</i>					
	001	Restrooms		0	0	\$38,850	\$0
		NA, Baraboo,WI 53913					
	002	Shelter		0	0	\$14,381	\$0
		, BARABOO, 53913					
		Property in the Open					\$30,110
		City View Park (045) Total				\$53,231	\$30,110
046		<i>Liston Dog Park</i>					
		Property in the Open					\$15,841
		Liston Dog Park (046) Total				\$0	\$15,841

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$122,388,341

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
047		<i>Pocket Park</i>					
		Property in the Open					\$39,772
		Pocket Park (047) Total				\$0	\$39,772
048		<i>Hackett Hollow</i>					
		Property in the Open					\$1,348
		Hackett Hollow (048) Total				\$0	\$1,348
049		<i>Myron Park</i>					
		Property in the Open					\$48,258
		Myron Park (049) Total				\$0	\$48,258
050		<i>Street Lighting</i>					
		Property in the Open					\$1,320,113
		Street Lighting (050) Total				\$0	\$1,320,113
051		<i>Park Benches & Misc. PITO</i>					
		Property in the Open					\$205,018
		Park Benches & Misc. PITO (051) Total				\$0	\$205,018
Building Subtotal							\$109,193,827
Contents Subtotal							\$7,659,811
Property in the Open Subtotal							\$5,534,703
Building, Contents and PITO Total							\$122,388,341

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
002	City Services Center		
	Flag Pole		\$4,269
	City Services Center (002) Total		\$4,269
004	PS/ADMIN BUILDING		
	Sign- City Hall		\$11,684
	PS/ADMIN BUILDING (004) Total		\$11,684
008	Langer Park		
	Basketball Courts		\$10,673
	Outdoor Lighting		\$71,904
	Play structure & swing set		\$30,335
	Langer Park (008) Total		\$112,912
009	Ochsner Zoo		
	Animal Display, Bear Wading Pool		\$168,525
	Animal Display, Bird		\$5,618
	Animal Display, Prairie Dog		\$16,965
	Animal Display, Wolf		\$29,211
	Beaver Enclosure		\$24,717
	Deer Enclosure		\$52,805
	Emu Enclosure		\$5,618
	Fence, Chainlink		\$32,469
	Fence, Electric Chain Link, Wolf Pen		\$8,539
	Fence, wood		\$6,404
	Fence- West Perimeter		\$9,887
	Gate, Slide-Perimeter Zoo 1 of 2		\$5,393
	Gate, Slide-Perimeter Zoo 2 of 2		\$5,393
	Kiosk, Zoo Bulletin Board		\$1,573
	Light Poles (5)		\$14,044
	Otter Display, water play area		\$14,606
	Outdoor Lighting		\$6,629

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Play Structure, Challenge Playground		\$40,675
	Play Structure, New Landscapes Climber		\$7,950
	Playstructure w/ Sand digger		\$36,289
	Playstructure, Modular		\$21,459
	Playstructure, Swingset		\$10,786
	Sign - Zoo Entrance		\$1,798
	Sign, Zoo Entrance (2)		\$6,292
	Tiger Statue		\$4,494
	Ochsner Zoo (009) Total		\$538,134
012	Mary Rountree Location		
	Backstop		\$7,640
	Backstop, Green Vinyl Fence & Netting		\$12,471
	Batting Cages (2)		\$9,887
	Bleachers. MRE		\$14,044
	Fence, Chainlink		\$50,782
	Outdoor Lighting		\$200,432
	Scoreboard		\$26,852
	Warning Track, MRE		\$9,437
	Mary Rountree Location (012) Total		\$331,545
013	Pierce Park		
	Baseball Field, Pierce #5, Fencing, dugouts		\$56,175
	Batting Cages (2)		\$9,887
	Fence, Chainlink		\$52,130
	Flagpole/ Lighting		\$7,078
	Outdoor Lighting		\$201,893
	Play Structure		\$21,571
	Scoreboard, Pierce Park #5		\$18,725
	Scoreboards (3, LED Baseball - Control Console		\$21,009
	Scoreboard, Pierce Park #4 w wireless controller		\$11,909

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Pierce Park (013) Total		\$400,378
014	<i>Civic Center</i>		
	Mural, Downtown on Centurlink Building		\$28,088
	Mural, Fabric of Our Community		\$40,446
	War Memorial		\$29,099
	Civic Center (014) Total		\$97,632
015	<i>Statz Park</i>		
	Fence, Chainlink - 217 1st Ave		\$20,223
	Playground Structure, 3 decks, wave slide		\$11,460
	Scoreboard, Statz parkd		\$5,000
	Statz Park (015) Total		\$36,683
023	<i>Steinhorst Park</i>		
	Backstop & Irrigation		\$6,741
	Playstructure, Steinhorst w/ swings, spring riders, climber		\$17,864
	Steinhorst Park (023) Total		\$24,605
032	<i>Traffic Signals</i>		
	Traffic Signal, 2nd & Broadway		\$44,378
	Traffic Signal, 4th & Broadway		\$44,378
	Traffic Signal, 8th & Broadway		\$53,254
	Traffic Signal, 8th & Draper		\$53,254
	Traffic Signal, 8th & East		\$53,254
	Traffic Signal, Commerce & W		\$102,239
	Traffic Signal, Water & Broadway		\$54,827
	Traffic Signals (032) Total		\$405,584
033	<i>Weber Park</i>		
	Fence Chainlink		\$5,056
	Outdoor Lighting, 2 poles		\$26,178
	Playground, Weber, Spinner, Bouncer, Tangerine		\$4,382
	Playstructure Synergy SY-2987		\$29,602
	Weber Park (033) Total		\$65,217
034	<i>Campbell Park</i>		

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Diving Boards and Stand		\$2,921
	Drinking Fountain		\$4,410
	Expression Swing, Blue		\$2,584
	Fence, Chainlink		\$18,650
	Flag Pole		\$2,359
	Lights, Tennis Court		\$3,820
	Outdoor Lighting		\$17,190
	Play structure, modular		\$13,594
	Pool ADA Lifts Portable Aquatic Lift w/ Armrest		\$12,920
	Pool Slide		\$18,313
	Skatepark, South Blvd.		\$111,564
	Splash Pool		\$157,627
	Tennis Courts, Campbell		\$89,318
	Tennis Courts, Youth Camberll Kuenzi w/ Fence		\$29,548
	Campbell Park (034) Total		\$484,819
035	<i>Altridge Park</i>		
	Basketball Courts		\$10,786
	Benches, 2		\$6,067
	Bridge		\$112,350
	Outdoor Lighting		\$44,940
	Playbooster		\$23,481
	Altridge Park (035) Total		\$197,624
036	<i>Ritzenthaler Park</i>		
	Basketball Courts		\$7,977
	Drinking Fountain		\$4,943
	Playground Gym		\$8,089
	Playstructure		\$18,201
	Ritzenthaler Park (036) Total		\$39,210
037	<i>Deppe Pond</i>		

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Fishing Pier		\$2,472
	Deppe Pond (037) Total		\$2,472
038	<i>Tuscania Memorial with Solar Lighting</i>		
	Tuscania Memorial with Solar Lighting		\$105,609
	Tuscania Memorial with Solar Lighting (038) Total		\$105,609
040	<i>WRRF Electric Operated Gate</i>		
	WRRF Electric Operated Gate		\$6,179
	WRRF Electric Operated Gate (040) Total		\$6,179
042	<i>Hoppe Park</i>		
	Basketball Court - Hoppe Felts		\$9,550
	Basketball/ V-Ball Court		\$4,269
	Playstructure - BAHO02		\$9,437
	Playstructure w/ Kid Force Spinner		\$11,347
	Playstructure w/ Slidewinder Slide		\$3,595
	Playstructure, climber		\$3,258
	Playstructure, modular		\$12,808
	Hoppe Park (042) Total		\$54,265
043	<i>Kiwanis Park</i>		
	Sculpture - "Captain Henry Avery" Riverwalk		\$11,235
	Kiwanis Park (043) Total		\$11,235
044	<i>Maxwell-Potter Park</i>		
	Arboretum - 9 Panels		\$10,673
	Block Party Swings		\$17,527
	Bridge, Riverwalk		\$662,977
	Kayak launch		\$250,541
	Park Sign		\$1,124
	Park Sign		\$1,348
	Maxwell-Potter Park (044) Total		\$944,189
045	<i>City View Park</i>		
	Drinking Fountain		\$4,943
	Playgorund, Swingset		\$3,146

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Playstructure		\$22,021
	City View Park (045) Total		\$30,110
046	Liston Dog Park		
	Fence, Woven Wire - 3 walk gates		\$15,167
	Park Sign - Liston Dog Park		\$674
	Liston Dog Park (046) Total		\$15,841
047	Pocket Park		
	Mondala Treet Mural		\$5,505
	Playground Amentities, Rock-N-Ride, Drum Table		\$34,267
	Pocket Park (047) Total		\$39,772
048	Hackett Hollow		
	Park Sign		\$1,348
	Hackett Hollow (048) Total		\$1,348
049	Myron Park		
	Elepahnt Sculpture - Lucy		\$13,482
	Elepahnt Sculpture - Ruby		\$5,618
	Elephant		\$16,800
	Elephant Sculpture- Twins		\$11,235
	Park Sign		\$1,124
	Myron Park (049) Total		\$48,258
050	Street Lighting		
	Historic Streetlighting, 5th Ave, 15 poles		\$42,131
	Historic Streetlighting, Ash & Water Water-Ash to Broadway		\$70,219
	Historic Streetlighting, Ash 6 West Side , 8 East Side		\$61,680
	Historic Streetlighting, Downtown		\$422,436
	Historic Streetlighting, Lynn St, 10 poles		\$44,041
	Pedestrian Crissing Sign/ Lights @ Draper & N. Winnebago		\$8,089
	Pedestrian Crissing Sign/ Lights @ Jefferson & 8th		\$7,190
	Pedestrian Crissing Sign/ Lights @ Wood & 8th		\$6,966
	Streetlighting, Hwy 12 River Bridge and Roadway, 51 poles		\$259,191

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Streetlighting, South Blvd. , 59 poles		\$299,862
	Warning Signal, Canepa @ 135 4th St, Fire Dept.		\$19,661
	Warning Siren, Canepa @ 1300 Lange Ct		\$19,661
	Warning Siren, Canepa @ Ellis Ave		\$19,661
	Warning Siren, Canepa @ Madison Ave and Mary H		\$19,661
	Warning Siren, Canepa @ Washington and 11th ST		\$19,661
	Street Lighting (050) Total		\$1,320,113
051	<i>Park Benches & Misc. PITO</i>		
	Aluminum Bleachers (8)		\$22,470
	Park Benches, Permanent (12) - Riverwalk(11) Campbell(2) @ \$250 each		\$29,660
	Park Benches, Permanent (17) - Various Parks @\$750 each		\$16,270
	Park Benches, Permanent Riverwalk(36),MHF(1),Osch(2),My(1), @ \$1200 each		\$34,604
	Park Benches, Wood (49), Campbell, Rountree		\$27,526
	Picnic Tables(125)		\$74,488
	Park Benches & Misc. PITO (051) Total		\$205,018
PROPERTY IN THE OPEN TOTAL			\$5,534,703

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
1990 PRENTICE TREE LOADER	PUBLIC WORKS	\$44,356
1996 POWERGUARD TJ-TS75II GENERATOR	SEWER	\$46,294
1998 CATERPILLAR GRADER #23	PUBLIC WORKS	\$369,752
1999 CATERPILLAR EXCAVATOR #22	PUBLIC WORKS	\$331,974
1999 INTERSTATE TRAILER 1JKDLA402XA002462	PUBLIC WORKS	\$11,500
2006 JOHN DEERE LOADER #32, 644J	PUBLIC WORKS	\$371,671
2006 SNOGO SNOWBLOWER #25	PUBLIC WORKS	\$124,969
2007 DIESEL 110HP TRACTOR TRACKLESS	PUBLIC WORKS	\$72,440
2008 TRACKLESS SNOWBLOWER 70"	PUBLIC WORKS	\$41,073
2009 JOHN DEERE 4WD HAR CAB MOWER	PARKS	\$30,943
2009 KUBOTA TRACTOR W/ LOADER, L5740HSTC	PARKS	\$53,010
2011 AMERICAN ROAD LEAF VAC	STORMWATER	\$61,286
2011 BOBCAT S650 SKIDSTEER W/ 68" BUCKET	SEWER	\$57,927
2011 ELGIN PELICAN STREET SWEEPER	STORMWATER	\$205,085
2013 JOHN DEERE BACKHOE	PUBLIC WORKS	\$143,799
2014 LOAD TRAIL BC8018072-12105, 4ZEBC1828E1052579	PUBLIC WORKS	\$6,898
2018 MIDSOTA TRAILER 57MBT2227JA002709	PARKS	\$7,184
2019 CASE SKIDLOADER	PARKS	\$98,345
2019 CATERPILLAR LOADER	SEWER	\$201,248
2020 VERMEER BRUSH CHIPPER	PARKS	\$70,521
2021 BOBCAT EXCAVATOR #38E42		\$57,245
2022 BOBCAT S770 (#1)		\$59,278
2022 BOBCAT S770 (#2)		\$59,278
2022 CATERPILLAR MINI EXCAVATOR	WATER	\$138,988
2022 JD 550K DOZER	PUBLIC WORKS	\$139,100
2022 OLYMPIAN LEAF VAC		\$123,863
2023 ELGIN PELICAN SWEEPER	STORMWATER	\$263,665
2023 JOHN DEERE LOADER , 544P	PUBLIC WORKS	\$225,271
CAMEL JET VAC (VACTOR ONLY)	WASTEWATER / STORMWATER	\$271,799
DURAPAC COMPACTOR ROLLER #21	PUBLIC WORKS	\$66,084
HEAVY DUTY TRUCK LIFTS 6-POINT	PUBLIC WORKS	\$46,339
JOHN DEERE TERRAINCUT MOWER, 72" DECK	PARKS	\$51,571
KUHN KNIGHT SLUDGE TRUCK SPREADER	SEWER	\$89,337
SPAULDING 3 TON HOTBOX PATCHER	PUBLIC WORKS	\$45,343

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
TAR KETTLE, 2018 CRAFCO TRL 8,000#, 1C9SY1225J18467	PUBLIC	\$52,375
WET/DRY VAC	WORKS	
	WATER	\$43,895
CONTRACTOR'S EQUIPMENT \geq \$25,000		\$4,058,124
CONTRACTOR'S EQUIPMENT $<$ \$25,000		\$25,582
CONTRACTOR'S EQUIPMENT TOTAL		\$4,083,706

MUNICIPAL PROPERTY INSURANCE COMPANY

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MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not “covered.” Several provisions in this policy restrict coverage.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of “Contractors Equipment”.

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, “buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

- A. “Buildings” and structures listed on the Statement of Values.
- B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.
- C. Personal property you own or are legally responsible for insuring.
- D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to \$10,000 per “occurrence”. However, this \$10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

- A. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:
1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.
 2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.
- B. The cost of removing debris when "covered" property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:
1. To extract "pollutants" or "contaminants" from land or water; or
 2. To remove, restore or replace land or water containing or affected by "pollutants" or "contaminants"; or
 3. For asbestos cleanup, removal or abatement.
- C. The cost to repair or replace foundations of "buildings", structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.

The most we will pay for any "occurrence" under this section is \$250,000.

- D. The cost of excavation, grading or filling related to an "occurrence", the most we will pay under this coverage is \$50,000.
- E. Lawns, trees, shrubs, and plants if within 100 feet of an insured "building". The amount we will pay is limited to \$500 for any one tree, shrub, or plant and \$1,000 for lawn damage up to a maximum of \$25,000 per "occurrence"
- F. "Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of \$25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is "covered" the same way as your other personal property. See Section IV.C.

Coverage, in excess of the \$25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

- G. "Valuable Records" that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost "valuable records"; and
2. Expenses necessary for transcribing or copying lost "valuable records" from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

- H. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is \$500. The coverage limit for each "occurrence" is \$10,000.

- I. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is \$10,000.
- J. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

- 1. Your insured premises; or
- 2. Replacement premises; or
- 3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

- K. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.
- L. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.
- M. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000' of a covered "building" when loss of or damage to the cable is caused by a "covered" peril.
- N. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:
 - 1. Contamination by a refrigerant; or
 - 2. Temperature change due to:
 - a. Mechanical breakdown or failure of refrigeration systems;
 - b. Burning out of electric motors;
 - c. Blowing of fuses or circuit breakers;
 - d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or
 - e. Complete or partial lack of power to operate the refrigeration systems.

- O. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to \$10,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a “covered” “building” or structure caused by enforcement of or compliance with any ordinance or law that:
 - a. Requires the demolition of parts of the same “building” or structure not damaged by an insured peril;
 - b. Regulates the construction or repair of “buildings” or structures, or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss or damage.
2. The following conditions apply to this coverage and must be met before we will make payment:
 - a. You must actually repair or replace the “covered” property; and
 - b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.
3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.
5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the “building” or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:
 - a. For a “historical building”:
 - 1) The cost of repairing or replacing at the same site a “building” or structure of the same height, square footage and style with a less costly “building” or structure that is functionally equivalent to the damaged “building” or structure; or
 - 2) The cost of repairing or replacing the damaged portion of the “covered” “historical building” with less costly material consistent with its previous architectural style.
 - b. For all other “covered” “buildings” or structures, the cost of repairing or rebuilding at the same site a “building” or structure of the same height, square footage, style and quality as the “covered” property at the time of the loss or damage.
6. If the property is not repaired or replaced, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the “actual cash value” of the “covered” property at the time of the loss or damage.
7. We will not pay for the cost of compliance with any ordinance or law that requires:
 - a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,
 - b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

P. Limited Coverage for Unscheduled "Buildings"

For unscheduled "buildings" not on the Statement of Values, coverage will be provided up to \$1,000,000 for a covered loss.

It is a condition of this coverage that the "buildings" be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled "buildings" back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the "buildings" unscheduled; or
2. The insured could have discovered with reasonable diligence that the "buildings" had unintentionally been left unscheduled.

This provision does not apply to "buildings" or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O. in this policy.

Q. Electronic data processing equipment, "electronic data" and "computer programs" consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;
2. Your "electronic data", "computer programs" and similar property of others for which you are legally liable.
3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to "electronic data".
4. We will also pay for:
 - a. Expenses necessary to research and recreate lost "electronic data";
 - b. Expense for copying lost "electronic data" from available secondary sources.
5. We will not cover:
 - a. "Electronic data" or "computer programs" which cannot be replaced with others of the same kind or quality;
 - b. Losses caused by errors, omissions, or negligence in processing or copying; or,
 - c. Accounts that are your records of accounts receivables.

R. Fire Department Charges.

We will reimburse you for charges of fire departments involved in containing a fire or other "covered" loss to which this insurance applies. No deductible applies to this reimbursement.

S. Asbestos Cleanup, Abatement and Removal.

We will pay up to \$5,000,000 for your expense to clean up, abate, or remove from "covered" property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.

2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.
3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.
4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

T. Service Dogs and Horses.

Service dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For service dogs and horses that are destroyed in the scope of their duties, we will pay for the cost to replace the dog or horse and the cost of any necessary training.
2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. We will not pay the cost of treatment and care to treat and prevent disease. This coverage does not apply to mortality, injury, or sickness from causes outside the scope of duties of the service dog or horse.

The maximum amount we will pay per service dog or horse is the lesser of \$50,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the service dog or horse. A deductible of \$1,000 will apply to this coverage on a per "occurrence" basis.

- U. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is \$50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

- V. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is \$250,000.

W. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".
2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:
 - a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;
 - b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and
 - c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.

3. We will pay no more than \$25,000 for each "covered" loss under Paragraph 2. We will pay no more than \$50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than \$25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.
4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section III – Amount of Coverage**. We will not pay more than the limits set forth in **Section III – Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses "covered" under **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The "specified causes of loss" definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is "covered" under Paragraph **B. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

X. "Fine Arts". We will only provide coverage for "Fine Arts" subject to the following:

1. We will not pay more than \$50,000 for any one "Fine Arts" unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.
2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:
 - a. \$50,000;
 - b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or
 - c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.
3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

Y. "Flood". We will provide coverage for loss due to "flood", subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100 year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

The most we will pay under this Coverage is \$5,000,000 per policy period.

- Z. "Pollutants" or "Contaminants". We will pay no more than \$2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is \$2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

AA. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a \$1,000 deductible per occurrence regardless of any other applicable deductible.

FF. We will pay not more than \$5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
 - a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or "volcanic action" that results from a Volcanic Eruption; or
 - b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. This insurance will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

SECTION V – PROPERTY NOT "COVERED"

The following are not "covered" property unless specifically added or endorsed to this policy:

- A. Land, water, crops, and standing or cut timber, wherever located.

- B. Cost of excavation, grading or filling not related to an "occurrence".
- C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a "covered" "building" or structure, except underground and buried pipes, flues or drains that are:
 - 1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or
 - 2. Part of a geothermal heating and cooling system.
- D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a "covered" "building" or structure, except for bridges that are:
 - 1. Bridges used exclusively for pedestrian traffic.
- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.
- F. Railroads, meaning trackage, beds, ties and railroad bridges.
- G. Aircraft, except for drones, and vehicles licensed for road use.
- H. Animals and livestock, except for service dogs and horses.
- I. "Money" and "securities", including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.
- J. Overhead or suspended transmission, distribution, or conductor lines of all types.
- K. "Buildings" and structures, including property contained within a "building" or structure, "vacant" for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or "water damage", unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils "covered", loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and "Property in the Open" within 1,000 feet of the "vacant" building.

SECTION VI – LOSSES EXCLUDED

- A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:
 - 1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; "malicious programming"; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.
 - 2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.

3. Dishonest or criminal act committed by you or any "employee(s)" acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified causes of loss".
4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:
 - a. This exclusion does not apply:
 - 1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or
 - 2) To chemical damage to glass;
 - b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.
5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:
 - a. Fire;
 - b. Combustion explosion; or
 - c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.
6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.
7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
8. Animal or insect nesting, infestation, or waste.
9. Any loss arising out of any act committed:
 - a. By or at the direction of an insured; and
 - b. With the intent to cause a loss.
10. Interruption of utility services related to overhead transmission lines or satellites
- B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.
 1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.
 2. Wet rot, dry rot, or "fungus". But we will pay for loss or damage caused by:

- a. "specified causes of loss" that resulted from wet rot, dry rot or "fungus";
- b. fire; or
- c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

- 3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**
- 4. "Flood", including spray from any "flood", whether driven by wind or not, unless otherwise provided under **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE.**
- 5. Water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

EXCEPTION: We will provide coverage for sewer, septic system or sump pump backup that is contained within a "building" or structure.

- 6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.
- 7. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property "covered" by Section IV of this policy shall be based upon "replacement cost" (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

- A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:
 - 1. The policy limits of your coverage under this agreement.
 - 2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.
 - 3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 - 4. The "actual cash value" of the property at the time of loss or damage unless it is repaired or replaced subject to the following.
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value".
 - b. If you receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or

- c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- B. With respect to a "historical building", our liability for "covered" loss or damage shall not exceed the lesser of the following amounts:
1. The policy limits of your coverage under this agreement.
 2. If the "historical building" is a total loss:
 - a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
 - b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.
 3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.
 4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value."
 - b. If "you" receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or.
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- C. The most we will pay for diminution of value to property caused by "cosmetic damage" from a "covered" peril, shall not be more than 5% of the "actual cash value" of the damage, subject to the following:
1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.
 2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.
 3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

- A. **Other Insurance.** If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.

- B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;
2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,
3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or
4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

- C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

- D. **Change in Use or Occupancy.** If your use or occupancy of any "building" or structure "covered" by this policy changes, you must notify "us" of such change in use or occupancy at renewal.

- E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to "covered" property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged "covered" property; and/or
2. Retain salvage rights to the damaged "covered" property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and
2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee:**

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to

make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. Duties In The Event Of Loss or Damage

You must see that the following are done in the event of loss or damage to "covered" property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage including a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
8. Cooperate with us in the investigation or settlement of the claim.
9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

- A. "Actual cash value" means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.
- B. "Builders risk property" means:
 1. "Buildings", structures or "Property in the Open" in the course of construction;
 2. "Building materials";
 3. Foundation of a "building", structure or "Property in the Open" in the course of construction;
 4. Addition to an existing "building", structure or "Property in the Open";

5. Temporary structures built or assembled on the premises", including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the "builders risk property"; and
6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.

C. "Building" or "buildings" means:

1. Any structure that exhibits two or more of the following characteristics;
 - a. Structural walls and roof covering
 - b. Some form of permanent foundation (post, block, slab or sub-grade)
 - c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)
2. Completed additions;
3. Permanently installed fixtures, machinery and equipment;
4. Communication towers 100 feet or greater in height;
5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;
6. Lift stations, wells or pumping locations;
7. Permanent water storage tanks and towers;
8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;
9. Gas reduction or odorizing stations; or
10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also includes "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.

E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.

F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.

G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.

H. "Covered" means insured by us under this policy.

- I. "Electronic data" means facts, information, documents, records or "computer programs" stored on, used on, or transmitted to or from electronic devices, equipment or media.
- J. "Employee(s)" means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.
- K. "Extra Expense" means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your "operations", over and above the total cost that would normally have been incurred to conduct your "operations" during the same period had no damage or destruction occurred.
- L. "Fine Arts" means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.
- M. "Flood" means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:
 - 1. Overflow of inland or tidal waters; or
 - 2. Unusual and rapid accumulation or runoff of surface waters from any source; or
 - 3. Mudflow; or
 - 4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
- N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.
- O. "Historical building" means any "building" or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.
- P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.
- Q. "Money" means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).
- R. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.
- S. "Operations" means the performance of your functions and duties at the insured premises.
- T. "Property in the Open" means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.
- U. "Pollutants" means largely undesirable substances, irritants, "contaminants", chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.
- V. "Replacement Cost" means the cost to repair or replace (new) the property with like kind and quality.

- W. "Securities" means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.
- X. "Sinkhole collapse" means the abrupt settlement, systematic weakening or collapse of the land supporting a covered "building" that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered "building" or its foundation.
- Y. "Specified causes of loss" means the following: upset, collision, impact, or overturn of aircraft or vehicles; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; vandalism; volcanic action; "water damage"; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to "Property in the Open" or to the interior of a "building" or its contents if the exterior of the "building" remains undamaged by the falling objects.
- Z. "Vacant" means:

1. Unoccupied or unused "building" for more than sixty (60) consecutive days
2. If you are a tenant of a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".
3. If you are an owner or general lessee of a "building", less than 31 % of the total square footage of your "building" is used by an owner, a lessee, or a sub-lessee to conduct its normal business "operations".

"Buildings", units, suites or structures under construction or renovation are not considered "vacant".

A suspension of "operations" or period of inactivity during part of each year which is usual and incidental to the described occupancy of the "building", unit, suite or structure shall not be deemed "vacant".

Change of occupancy shall be recognized by us only if formal action changing the occupancy of the "building", unit, suite or structure was taken by your governing board prior to the loss.

- AA. "Valuable Records" means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. "Valuable Records" does not mean your accounts receivables, "money" or "securities".
- BB. "Water damage" means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. "Water damage" does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the \$25,000 provided in **Section IV.J**:

Airport Equipment	Farm Equipment	Portable Equipment
Aircraft Servicing Equipment	Balers	Compactors Compressors
Fire Fighting Equipment	Combines	Excavators Generators
Snow Removal	Cultivators	Pumps Scales
Equipment	Harvesters	Stages Tanks
Asphalt/Concrete Plants	Haybines	Turbines Water Blaster
All-Terrain Vehicles	Planters	Pulvi-Mixers
Augerminer	Spreaders	Railroad Equipment
Back Hoes	Forklifts	Railroad Cars
Boats/Motors	Golf Carts	Railroad Engines
Booster Heaters	Grinders	Track Service Vehicles
Boring Machines	Hauling Equipment (off Highway)	Road Equipment
Brush Burners	End Dumps	Flushers Graders
Cement Mixers	Hoisting Machines	Oilers Scrapers
Chippers	Honey Wagons	Rollers Sweepers
Choppers	Hydraulic Breaker	Spreaders Shoulder Machines
Compaction Equipment Pneumatic	Lake Treatment Equipment	Robots
Rollers	Barges	Rock Pickers
Steel Wheel Rollers	Lake Sprayers	Road Wideners
Tamping Compactors	Weed Harvesting Equipment	Sand Blasters
Vibratory Compactors	Leaf Suckers	Seeders
Concrete Saws	Lifts	Sewer Jetters
Conveyors	Loaders	Sewer Rodders
Core Drill	Mowers	Shovels
Cranes	Mulchers	Sludge Trucks
Crack Melter	Painting Machines	Sludge Injectors
Crushing & Aggregate	Paving Equipment	Snow Grooming Equipment
Discs	Base Plants Finishers	Snow Blowers
Ditchers	Distributors Mixers	Snowmobiles
Draglines	Profilers Plants	Sprayers
Drones	Rippers Screeners	Street Sweepers
Earth Moving Equipment	Spreaders Surge Bins	Stump Cutters
Crawler Loaders	Scarifiers Asphalt Heaters	Stump Pullers
Loader - Backhoes	Tar Kettles Tumblers	Surge Bins
Motor Graders	Transit Mixers	Tractors (including riding lawnmowers)
Motor Scrapers	Personal Watercraft	Trailers
Rubber-Tired Loaders	Pile Driving Equipment	Tree Movers/Planters
Wheel Tractors	Pipeline Equipment	Valve Operator
End Loader Type	Plow Blades	*Vehicles
Equipment Derricks	Plow Wings	Water Wagons
Equipment Excavating		Welders
Excavators		Windrow Eliminators
		Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS PAYABLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

Loss, if any, shall be adjusted with the Named Insured and shall be payable to the Named Insured and the Loss Payee, as indicated below, as their interests may appear:

Name and address of Loss Payee:

Per schedule on Declarations Page, MPIC-002LP(11/23)

Named Insured:

Per Declarations Page attached.

MUNICIPAL PROPERTY INSURANCE COMPANY
CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY

BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage

1. "Business Income"

- a. We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property, or loss of utility services except related to overhead power lines or satellites, at premises which are described in the Statement of Values and for which a "Business Income" Coverage limit is shown in the Declarations. The loss or damage must be caused by or result from a "covered" peril. With respect to loss of or damage to "Property in the Open" or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises includes:

- i. The portion of the building which you rent, lease or occupy; and
 - ii. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described "premises."
- b. We will only pay for loss of "Business Income" that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage or the date of loss of utility services.

2. Perils Covered, Losses Excluded and Property Not Covered

- a. See the applicable Section of the policy.
- b. Additionally, "Business Income" losses resulting from an insured's inability or failure to generate or distribute electricity are excluded.

3. Additional Coverage - Interruption of Computer Operations

Coverage for "Business Income" does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption of Computer Operations or under the Coverage of Computer-Related Losses Endorsement.

1. **Additional Coverages**

a. **Expenses To Reduce Loss**

In the event of a covered loss of "Business Income", we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of "Business Income". The total of our payment for "Business Income" loss and Expenses to Reduce Loss will not be more than the "Business Income" loss that would have been payable under this endorsement if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Coverage limit.

b. **Civil Authority**

In this coverage – Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations. When a "covered" peril causes damage to property other than property at the described premises, we will pay for the actual loss of "Business Income" you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "covered" peril that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin at the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

c. **Alterations And New Buildings**

We will pay for the actual loss of "Business Income" you sustain due to direct physical loss or damage at the described premises caused by or resulting from any "covered" peril to:

- i. New buildings or structures, whether complete or under construction;
- ii. Alterations or additions to existing buildings or structures; and
- iii. Machinery, equipment, supplies or building materials located on or within 1000 feet of the described premises and:
 1. Used in the construction, alterations or additions; or
 2. Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. **Extended "Business Income"**

If the necessary "suspension" of your "operations" produces a "Business Income" loss payable under this policy, we will pay for the actual loss of "Business Income" you incur during the period that:

- i. Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and
- ii. Ends on the earlier of:
 1. The date you could restore your "operations", with reasonable speed, to the level which would generate the "Business Income" amount that would have existed if no direct physical loss or damage had occurred; or
 2. 30 consecutive days after the date determined in i. above.

However, Extended "Business Income" does not apply to loss of "Business Income" incurred as a result of unfavorable business conditions caused by the impact of the "covered" peril in the area where the described premises are located.

Loss of "Business Income" must be caused by direct physical loss or damage at the described premises caused by or resulting from any "covered" peril. This coverage does not apply to loss of utility services.

e. Interruption of Computer Operations

- i. Under this Additional Coverage, "electronic data" has the meaning described under **E. Definitions**
- ii. Subject to all of the provisions of this coverage, you may extend the insurance that applies to "Business Income" to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a "covered" peril.
- iii. With respect to the coverage provided under this coverage, the perils "covered" are subject to the following:
 1. Coverage under this Additional Coverage – Interruption of Computer Operations is limited to the "specified causes of loss".
 2. There is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system, unless otherwise provided for in this policy.
- iv. The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

- v. This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in iv. above has not been exhausted.

2. Coverage Extension

You may extend the insurance provided by this endorsement as follows: **NEWLY ACQUIRED LOCATIONS**

- a. You may extend your "Business Income" Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end effective the date you terminate this insurance or at the first renewal of this policy that follows acquisition of the newly acquired location.

B. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Coverage limit shown in the Declarations. Payments under the following Additional Coverages will not increase the applicable Coverage limit:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extended "Business Income"; or
- 4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Coverage limit(s) shown in the Declarations for any other Coverage.

C. Loss Conditions

The following loss conditions also apply to "Business Income" losses:

- 1. **"Business Income" Appraisal** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss per the procedures established in the Item entitled Appraisal in the CONDITIONS section of the policy.
- 2. **"Business Income" Loss Determination**
 - a. The amount of "Business Income" loss will be determined based on:
 - i. The Net Income of the business before the direct physical loss or damage occurred;

- ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses;
- iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- iv. Other relevant sources of information, including:
 - 1. Your financial records and accounting procedures;
 - 2. Bills, invoices and other vouchers; and
 - 3. Deeds, liens or contracts.
- b. We will reduce the amount of your "Business Income" loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. Additional Business Income Exclusion. We will not pay for:

- 1. Any increase in "Business Income" loss, caused by or resulting from:
 - a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons: or
 - b. "Suspension", lapse or cancellation of any license, lease or contract. But if the "suspension", lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "Business Income" during the "period of restoration".
- 2. Any other consequential loss.

E. Definitions. The following definitions are added to the DEFINITIONS SECTION of the policy.

- 1. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses; and,
 - b. Continuing normal operating expenses incurred, including payroll.
- 2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of

related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Period of restoration" means the period of time that:

a. In the event of a direct physical loss or damage,

- i. Begins at the time of direct physical loss or damage caused by or resulting from any "covered" peril at the described premises and
- ii. Ends on the earlier of:
 1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and to a similar level of quality; or
 2. The date when business is resumed at a new permanent location.

b. In the event of a loss of utility services,

- i. Begins at the time of the loss of utility services; and
- ii. Ends on the date that utility services are restored with reasonable speed.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- i. Regulates the construction, use or repair, or requires the tearing down, of any property; or
- ii. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration."

4. "Specified causes of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; "virus". Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Sinkhole collapse does not include the cost of filling sinkholes; or, sinking or collapse of land into manmade underground cavities.

5. "Suspension" means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable.

6. "Virus" means a harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

MUNICIPAL PROPERTY INSURANCE COMPANY PEDESTRIAN BRIDGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001 .

With respect to “pedestrian bridges” scheduled in the Declarations page the following change applies:

Item E. of **SECTION V – PROPERTY NOT COVERED**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001** is replaced with the following:

- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden. Except for:

Bridges used exclusively for pedestrian traffic and that are scheduled specifically for this coverage are covered property with respect to damage caused by:

1. Impact of watercraft;
2. The pressure or weight of ice or water, whether driven by wind or not

MUNICIPAL PROPERTY INSURANCE COMPANY
CONTRACTORS EQUIPMENT
NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to "contractors Equipment".

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

- (1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the "replacement cost" basis in a written contract.

For "contractors equipment" on the statement of value, we will pay the current "replacement cost" at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

MUNICIPAL PROPERTY INSURANCE COMPANY
BROAD FORM COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under:

Municipal Property Insurance Company Policy MPIC-001

We will pay up to the amount stated on the Declarations Page, unless otherwise limited in this endorsement, for the cost to recover or replace your "electronic data" due to loss caused by the following

- A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.
- B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.
- C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

- A. Governmental action relating to, or seizure of, the affected property.
- B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.
- C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

- A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

C. "Period of recovery" means the period of time that:

- a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and
- b. Ends on the earlier of:
 - i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or
 - ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.
- c. The expiration date of this policy will not cut short the "period of recovery."

Coverage Limitation

- A. For occurrences from the restriction of access or withholding of "electronic data" or computer systems, MPIC will pay up to a maximum of \$25,000 for all occurrences during the policy period.

MUNICIPAL PROPERTY INSURANCE COMPANY
Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- E. The most we will pay for a loss of property acquired through any statutory taking process is “actual cash value”. The “actual cash value” settlement amount will be inclusive of all applicable sub limits.

MUNICIPAL PROPERTY INSURANCE COMPANY
Leased Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the [Loss Reporting Form](#) (Word) to:

Fax: 612-766-3099

E-mail: claims@mpicwi.com

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jerry Parker at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

- A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:
 2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.
 3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. Duties In The Event Of Loss or Damage

1. You must see that the following are done in the event of loss or damage to “covered” property:
 - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - d. Take all reasonable steps to protect the “covered” property from further damage, and keep a record of your expenses necessary to protect the “covered” property, for consideration in the settlement of the claim. Also, if feasible, set the damage property aside and in the best possible order for examination.
 - f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies of your books and records.
 - h. Cooperate with us in the investigation or settlement of the claim.

LOSS REPORTING FORM

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 BRADER WAY, SUITE 301

MIDDLETON, WI 53562

CONTACT: JERRY PARKER

PHONE: (877) 278-4165

FAX: (612) 766-3099

EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report. This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:		Name as it Appears on Policy:			
Contact Person (for this claim):			Phone Number:		
Fax Number:			Email Address:		
Address:		City:		State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):		Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):		
Kind of Loss (check one): <input type="checkbox"/> Fire <input type="checkbox"/> Lightning <input type="checkbox"/> Wind <input type="checkbox"/> Hail <input type="checkbox"/> Glass Breakage <input type="checkbox"/> Vandalism (Other than Glass) <input type="checkbox"/> Water Damage <input type="checkbox"/> Damage by Vehicle <input type="checkbox"/> Collision – Vehicle <input type="checkbox"/> Comprehensive – Vehicle <input type="checkbox"/> Other – Describe			Type of Property: <input type="checkbox"/> Building <input type="checkbox"/> Contents <input type="checkbox"/> Contractors Equipment <input type="checkbox"/> Other – Describe <input type="checkbox"/> Property in the Open <input type="checkbox"/> Money <input type="checkbox"/> Vehicle		
Location of Loss:					
Description of Loss and Damage:					
Remarks:					
Print Name:			Title:		
Signature:				Date:	

RESOLUTION 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: This resolution approves the use of up to \$8,000 from Park Impact Fees for the purchase of a shade structure at the Dog Park. Currently there is \$8,000 remaining from 2016 Park Impact Fees that needs to be spent before the end of the year or returned to the developer, as Impact Fees are required to be spent within 7 years of being received. City Treasurer advised the Parks Department of the funds needed to be spent in November, and Parks Commission considered various options to use the money, deciding on shade structures as dog park users have been requesting additional shade and the friends of Baraboo Parks has made the request a priority for park improvements. The Parks & Recreation Commission recommended approval of using up to \$8,000 from the Park Impact Fee balance on shade structures at their November 13, 2023 regular meeting on a unanimous vote.

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

Comments: This was not budgeted in the 2023 budget and requires approval, but does not include levy money, but fund balance from Park Impact Fees that need to be spent in 2023.

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

THAT the Parks and Recreation Department be approved to spend up to \$8,000 from the Park Impact Fee Account to purchase permanent shade structures for the Baraboo Dog Park.

Offered by: Parks and Recreation Commission

Motion:

Second: Attest:

Approved: _____

RESOLUTION NO. 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of entering into a lease with the Baraboo Area Senior Citizen Organization for the rental of space at the Civic Center at the rate of \$351 per month (\$4,212/year). The lease rate reflects a 70% rent reduction by the City to assist BASCO in offering Sauk County's only public Senior Center in the community. The 2024 rate reflects an increase of \$44 per month (\$528/year) over 2023 rates to account for inflationary increases.

The Parks and Recreation Department has recommended that the City discuss future Civic Center use and funding priorities early in 2024 along with building tenants so both the Department and tenants can have time to make plans due to any more significant rent increases or to find new space, if needed and allow forecasting beyond the next 12 months.

The lease was recommended unanimously by the Parks Commission at their November 13, 2023 regular meeting.

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

Comments: The recommended lease rate was used to develop the 2024 budget.

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

THAT the Baraboo Area Senior Center Organization lease for space at the Civic Center in 2024 be approved and that the 2024 lease rate of \$8.88 per square foot be reduced by 70% to allow rent to be paid at \$351 per month.

Offered by: Parks Commission
Motion:
Second:

Approved: _____
Attest: _____

RESOLUTION NO. 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of entering into a lease with the Boys and Girls Club of West Central Wisconsin for the rental of space at the Civic Center at the rate of \$1,505 per month (\$18,060/year). The lease rate reflects a 70% rent reduction by the City to assist the Club in offering after school and summer programming to needy families in the community. The 2024 rate reflects an increase of \$184 per month (\$2,208/year) over 2023 rates to account for inflationary increases.

The Parks and Recreation Department has recommended that the City discuss future Civic Center use and funding priorities early in 2024 along with building tenants so both the Department and tenants can have time to make plans due to any more significant rent increases or to find new space, if needed and allow forecasting beyond the next 12 months.

The lease was recommended unanimously by the Parks Commission at their November 13, 2023 regular meeting.

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

Comments: The recommended lease rate was used to develop the 2024 budget.

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

THAT the Boys and Girls Club of West Central Wisconsin lease for space at the Civic Center in 2024 be approved and that the 2024 lease rate of \$8.88 per square foot be reduced by 70% to allow rent to be paid at \$1,505 per month.

Offered by: Parks Commission
Motion:
Second:

Approved: _____

Attest: _____

RESOLUTION NO. 2023 -

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: As a part of the City's commitment to its membership in the Bird City, USA programs, as well as our commitment to the preservation, protection and education of birds, a resolution supporting International Migratory Bird Day is required.

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

WHEREAS, migratory birds are symbols of spring to many citizens and are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, birds are important for plant pollination, seed dispersal, and insect control; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing growing threats to their migration routes and their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation, with informed bird enthusiasts directly contributing to maintenance of healthy bird populations; and

WHEREAS, the City of Baraboo was first recognized as a Bird City in 2016, and has several groups participating with the City to promote the area's dedication to birds – including the International Crane Foundation, the Baraboo Range Preservation Association and the Ochsner Park Zoo; and

WHEREAS, programs will be presented throughout 2024 recognizing birds of the area and the importance of places like the arboretum to the health and safety of both resident and migratory birds.

NOW, THEREFORE, BE IT RESOLVED, that the City of Baraboo, Wisconsin does hereby observe May 11, 2024 as International Migratory Bird Day in Baraboo.

Offered by:
 Motion:
 Second:

Approved: _____

Attest: _____

The City of Baraboo, Wisconsin

Background: Employees of the WRRF and the Water Utility serving in the capacity of Acting Foreman currently receives an additional flat rate of pay. That original flat rate was established in 2016 and based on the increased differential between the employee's and foreman's respective rates of pay. Since that differential has increased over the last 7+ years, the flat rates should be increased as follows:

4.06 Foreman Pay – Temporary Assignment

B. Procedure

1. Water Utility: Any Water Utility Crewman that is acting as the Foreman in the Water Utility Foreman's absence will be compensated an additional a flat rate of ~~\$1.00~~ \$3.00 per hour.
2. Sewer Utility: Any WWTP Lab Technician that is acting as the WWTP Foreman in the absence of the WWTP's Foreman will be compensated an additional flat rate of ~~\$0.50~~ \$1.50 per hour.

This will be reviewed by the Finance & Personnel Committee at their December 12th meeting.

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

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

WHEREAS, the Co-Interim City Administrators are directed to authorize changes to the Employee Personnel Policy & Procedure Handbook, Section 4.06 Foreman Pay – Temporary Assignment,

THAT the Employee Policy & Procedure Handbook be amended as follows:

4.06 Foreman Pay – Temporary Assignment**B. Procedure.**

1. Water Utility: Any Water Utility Crewman that is acting as the Foreman in the Water Utility Foreman's absence (entire shift) will be compensated at an additional flat rate of \$3.00 per hour.
2. Sewer Utility: Any WRRF Lab Technician that is acting as the WRRF Foreman in the WRRF Foreman's absence (entire shift) will be compensated at the additional flat rate of \$1.50 per hour.

Offered by: Finance/Personnel Comm.

Approved: _____

Motion:

Second:

Attest: _____

The City of Baraboo, Wisconsin

Background

Whereas the City Council approved a line of credit be established with the Community First Bank as a \$4,600,000 Note Anticipation Note dated April 11, 2023. This Note provides interim financing for public purposes, including water, sanitary sewer, storm sewer, storm water management facilities, road, trail, curb, gutter, and sidewalk projects in TID #11 and water, sewer, and street improvement projects in TID# 12 (collectively, a "Project"). This Note is initially numbered R-1; bears interest at the rate of 4.5% per annum (but only on such amounts as shall have been drawn on the Note from the dates such amounts are drawn); and matures on April 11, 2028. Interest is payable semi-annually on April 11 and October 11 of each year, commencing on October 11, 2023. The borrowed money may be used only for the purposes for which it was borrowed.

Whereas a stipulation to this loan, Community First Bank requires an approved Council resolution indicating the amount for each draw.

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

Comments:

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

That the City resolves to make the Twelfth draw of \$119,426.55 from the line of credit with the Community First Bank on Wednesday December 12th, 2023, for TID #12.

Offered by: Finance/Personnel

Approved by Mayor:_____

Motion:

Second:

Certified by City Clerk:_____

Project Total					
		LOC-Draw#9 CFB	LOC-Draw#10 CFB	LOC-Draw#12 CFB	Grand Total
Stormwater Imp	MSA - Design	625.98	0.00	208.98	834.96
	A-1 Excavating	0.00	0.00	0.00	0.00
	MSA - Design #2	1,892.75	0.00	1,687.72	3,580.47
Stormwater Imp Total		2,518.73	0.00	1,896.70	4,415.43
Sewer Imp	MSA - Design	625.98	0.00	208.98	834.96
	A-1 Excavating	46,015.00	3,643.00	0.00	49,658.00
	MSA - Design #2	1,892.74	0.00	1,687.72	3,580.46
Sewer Imp Total		48,533.72	3,643.00	1,896.70	54,073.42
Water Imp	MSA - Design	625.98	0.00	208.98	834.96
	A-1 Excavating	39,453.00	360.00	625.00	40,438.00
	MSA - Design #2	1,892.74	0.00	1,687.72	3,580.46
Water Imp Total		41,971.72	360.00	2,521.70	44,853.42
Roadway Imp	MSA - Design	625.97	0.00	208.99	834.96
	A-1 Excavating	7,750.10	124,222.76	111,214.73	243,187.59
	MSA - Design #2	1,892.75	0.00	1,687.73	3,580.48
Roadway Imp Total		10,268.82	124,222.76	113,111.45	247,603.03
Sidewalks	A-1 Excavating	136,940.00	95,041.25	0.00	231,981.25
Sidewalks Total		136,940.00	95,041.25	0.00	231,981.25
Lift Station	A-1 Excavating	81,900.00	54,600.00	0.00	136,500.00
Lift Station Total		81,900.00	54,600.00	0.00	136,500.00
Grand Total		322,132.99	277,867.01	119,426.55	719,426.55

COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN

Resolution No. _____

RESOLUTION APPROVING THE ISSUANCE OF \$800,000 INTERIM COMMUNITY
DEVELOPMENT REVENUE BONDS BY THE COMMUNITY
DEVELOPMENT AUTHORITY

WHEREAS, the Community Development Authority of the City of Baraboo, Wisconsin (the "Authority") is undertaking a program of blight elimination and community development in the City of Baraboo, Wisconsin (the "City"), consisting of acquiring the Project Property (defined below) constructing new fire and emergency medical services buildings (the "Project"); and

WHEREAS, on June 13, 2023, the Common Council declared certain property described in Exhibit A to be a blighted property and approved the Authority's proposal to acquire such property (the "Project Property"); and

WHEREAS, on December 5, 2023, the Authority authorized the issuance and sale of \$800,000 Interim Community Development Revenue Bonds (the "Bonds"), pursuant to the terms provided for in the Authority's Resolution attached hereto as Exhibit B, the proceeds of which shall be used to provide interim financing for the Project, including reimbursing the City for the acquisition of the Project Property and certain preliminary costs paid by the City on behalf of the Authority; and

WHEREAS, the Authority intends to issue a second set of interim financing in the approximate amount of \$25,000,000 the proceeds of which will be used to refund the Bonds and provide additional interim financing for the completion of the Project (the "Permanent Interim Financing"); and

WHEREAS, upon completion of the Project in its entirety the Authority intends to issue Community Development Revenue Bonds (the "Permanent Bonds") to USDA-Rural Housing Services in an amount sufficient to refund the Permanent Interim Financing in order to provide permanent financing for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City as follows:

Section 1. Issuance of Permanent Bonds. The City covenants and agrees that it will take all actions within its power necessary to enable the Authority to issue the Permanent Interim Financing and the Permanent Bonds.

Section 2. Execution and Delivery of Documents. The Mayor and City Clerk are hereby authorized for and in the name of the City to execute and deliver any and all additional documents as may be necessary or desirable to effectuate the sale of the Bonds and the completion of the transactions contemplated hereby.

Adopted, approved and recorded this 12th day of December, 2023.

Rob Nelson
Mayor

(SEAL)

Attest:

Brenda M. Zeman
City Clerk

EXHIBIT A

THE PROPERTY

- 710 State Road 136
Baraboo, WI 53913
- 1405 Taft Avenue
Baraboo, WI 53913

EXHIBIT B

AUTHORITY RESOLUTION AUTHORIZING BONDS

(See Attached)

COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF BARABOO, WISCONSIN

Resolution No. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$800,000
INTERIM COMMUNITY DEVELOPMENT REVENUE BONDS

WHEREAS, the Community Development Authority of the City of Baraboo, Wisconsin (the "Authority") is a municipal corporation duly organized and existing pursuant to the provisions of Section 66.1335, Wisconsin Statutes (the "Act");

WHEREAS, the Authority and the Common Council of the City of Baraboo, Wisconsin (the "City") have determined that certain property located in the City is blighted within the meaning of Section 66.1333 of the Wisconsin Statutes;

WHEREAS, under the provisions of the Act, community development authorities have the power to purchase real or personal property necessary or incidental to a redevelopment project; to lease, sell or otherwise dispose of the same; and to issue bonds and other forms of indebtedness;

WHEREAS, as a part of a program of blight elimination and community development that the Authority is undertaking with respect to the blighted property, the Authority deems it to be necessary, desirable and in the best interest of the Authority to finance the acquisition of each of the properties described on Exhibit A hereto (collectively, the "Project Property") and the construction of the new fire and emergency medical services buildings (the "Project");

WHEREAS, the Authority deems it to be necessary, desirable and in its best interest to issue its Interim Community Development Revenue Bonds (the "Bonds") to provide interim financing for the Project, including the acquisition of the Project Property and reimbursing the City for certain preliminary costs paid by the City of behalf of the Authority;

WHEREAS, prior to the Bonds maturing, the Authority intends to issue a second set of interim financing in the approximate amount of \$25,000,000, the proceeds of which will be used to refund the Bonds and provide interim financing for the entirety of the Project (the "Permanent Interim Financing");

WHEREAS, for the purpose of refunding the Permanent Interim Financing and permanently financing the Project, the Authority intends to issue and sell long-term revenue bonds (the "Permanent Bonds") to USDA-Rural Housing Services ("USDA"), pursuant to the provisions of Section 66.1333, Wisconsin Statutes;

WHEREAS, on December 12, 2023 the Common Council of the City will consider a resolution approving the issuance of the Bonds; and

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

NOW, THEREFORE, BE IT RESOLVED by the Authority that:

Section 1. Authorization and Sale of the Bonds. In anticipation of the sale of the Permanent Interim Financing, for the purpose of paying certain costs associated with the Project, including paying interest, legal, financing and other professional fees in connection therewith, there shall be borrowed pursuant to Sections 66.1333 and 66.1335, Wisconsin Statutes, the principal sum of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) from the Purchaser. To evidence the obligation of the Authority, the Chairperson and Executive Director/Secretary are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Authority, the Bonds in the principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) for a purchase price equal to the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "Interim Community Development Revenue Bonds"; shall be issued in the principal amount of \$800,000; shall be dated their date of issuance; shall be in the denomination of \$100,000 or more; shall be initially numbered R-1; and shall mature one year from their date of issuance. The Bonds shall bear interest at the rate of 5.844% per annum. Interest on the Bonds shall be payable at maturity. Interest shall be computed as set forth in the Bonds.

Section 3. Redemption Provisions. The Bonds shall be subject to redemption prior to maturity, at the option of the Authority, on any date. Said Bonds shall be redeemable as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Security for the Bonds. The Bonds and interest thereon shall never be considered a general obligation of the Authority or the City or an indebtedness of the Authority or the City within the meaning of any State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the Authority or the City or a charge against their general credit or the City's taxing powers.

The Bonds are limited obligations of the Authority payable by it solely from the proceeds derived from the issuance and sale of the Permanent Interim Financing, which proceeds are hereby declared to constitute a special trust fund to be held by the Authority and expended solely for the payment of the principal of and interest on the Bonds.

The proceeds of the Permanent Interim Financing shall be deposited in a separate special trust fund to be designated as the "Debt Service Fund for Interim Community Development Revenue Bonds" (the "Debt Service Fund") and shall be used solely to pay the principal of and interest on the Bonds. No money shall be withdrawn from the Debt Service Fund and appropriated for any purpose other than the payment of principal of and interest on the Bonds

until such principal and interest has been paid in full, provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund.

As additional security for the payment of the principal of and interest on the Bonds, the Authority hereby grants the owners of the Bonds a mortgage on the Project Property in substantially the form attached hereto as Exhibit B.

Section 6. Approval of the Mortgage. The terms of the Mortgage are hereby approved. The Chairperson and Executive Director/Secretary of the Authority are hereby authorized for and in the name of the Authority to execute and deliver the Mortgage in substantially the form attached hereto with such insertions or corrections as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such insertions or corrections.

Section 7. Covenants of the Authority. The Authority hereby covenants with the owners of the Bonds as follows:

(a) The Authority will faithfully and punctually perform all duties with reference to the Project, required by the Act and this Resolution; and

(b) The Authority shall issue the Permanent Interim Financing pursuant to Section 66.1333(5) of the Wisconsin Statutes in an amount sufficient to retire the Bonds as soon as practicable.

Section 8. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund created above) shall be deposited into a special fund separate and distinct from all other funds of the Authority and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds (the "Borrowed Money Fund"). Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund.

Section 9. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Authority, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 10. Compliance with Federal Tax Laws. (a) The Authority represents and covenants that the Project and the ownership, management and use of the Project will not cause

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

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

Section 11. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 12. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Authority by the manual or facsimile signatures of the Chairperson and Secretary, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Authority of the purchase price of the Bonds, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Authority has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Authority hereby authorizes the officers and agents of the Authority to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 13. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Authority's Executive Director/Secretary (the "Fiscal Agent").

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

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

The Authority shall cooperate in any such transfer, and the Chairperson and Secretary are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 15. Record Book. The Executive Director/Secretary shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

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

Section 17. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Authority at the close of business on the Record Date.

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

Adopted, approved and recorded December 5, 2023.

Carolyn Wastlund
Chairperson

ATTEST:

Patrick Cannon
Executive Director/Secretary

EXHIBIT A


THE PROPERTY

- 710 State Road 136
Baraboo, WI 53913
- 1405 Taft Avenue
Baraboo, WI 53913



EXHIBIT B

MORTGAGE

 (See Attached)

[Faint, illegible handwritten text]

MORTGAGE

Document Number

Document Title

Recording Area

Drafted by and return to:

Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202
Attn: Jacob Lichter, Esq.

Please See Exhibit A

Parcel Identification Number (PIN)

MORTGAGE

THIS MORTGAGE (this "*Mortgage*"), dated as of December 28, 2023 is entered into by the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO, WISCONSIN**, a Wisconsin body corporate and politic ("*Mortgagor*"), in favor of **COMMUNITY FIRST BANK** ("*Lender*") with respect to the property described on Exhibit A attached hereto (the "*Land*").

WHEREAS, Mortgagor is empowered to issue bonds upon such terms and conditions and in such a manner as Mortgagor may deem proper; and

WHEREAS, Mortgagor has, pursuant to a resolution (the "*Resolution*") adopted by its governing body on December 5, 2023, authorized the issuance of Interim Community Development Revenue Bonds in a principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000) (the "*Bonds*"), to finance costs of acquiring the land and reimbursing the City of Baraboo, Wisconsin for certain preliminary costs associated with the construction of new fire and emergency medical services buildings; and

WHEREAS, Mortgagor has duly authorized the execution and delivery of this Mortgage to Lender to secure the obligations of Mortgagor under this Mortgage, the Bonds, and the Resolution (collectively, the "*Bond Documents*").

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Mortgage as if fully set forth herein.

2. Mortgage. Mortgagor mortgages, conveys and warrants to Lender in consideration of and as security for the Secured Obligations (as defined hereinafter), the following property (collectively, the "*Property*"):

- (a) all right, title and interest of Mortgagor in and to the Land;
- (b) all right, title and interest of Mortgagor in and to present and future leases and any and all rents, income, issues, profits, revenues, royalties and benefits (collectively, "*Rent*") which are now due or may hereafter become due;
- (c) all right, title, estate and interest, including the right of use or occupancy, which Mortgagor may have or hereafter acquire, in, to and under (i) the Land, (ii) the land or real estate of others adjoining or adjacent to the Land, and (iii) the streets or public places adjoining or adjacent to the Land; and
- (d) all of Mortgagor's right, title and interest to (i) insurance proceeds paid or payable for loss or damage to the Property, and (ii) all awards or damages made to Mortgagor for the permanent or temporary taking by eminent domain or similar proceedings of, or injury to, all or any part of the Property or any interest therein, as the result of, in lieu of, or in anticipation of the exercise of the right of condemnation affecting the Property or any part thereof.

3. Title. Mortgagor warrants title to the Property, excepting only the easements and other encumbrances of record as of the date of this Mortgage.

4. Mortgage as Security. This Mortgage secures (i) the payment of all sums due or to become due under the Bond Documents (the "*Secured Obligations*"), and (ii) the performance of all of Mortgagor's covenants and agreements contained in the Bond Documents.

5. Satisfaction. Lender will satisfy this Mortgage upon request by Mortgagor if (i) the Secured Obligations have been paid in full, (ii) any commitment to make future advances secured by this Mortgage, if any, has been terminated, and (iii) all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Secured Obligations have been performed.

6. Taxes. Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Secured Obligations secured by this Mortgage, or upon Lender's interest in the Property and deliver to Lender receipts showing timely payment, except to the extent the validity thereof is being contested by Mortgagor in good faith by appropriate proceedings and adequate book reserves shall have been set aside with respect thereto.

7. Insurance. Mortgagor shall keep the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, without co-insurance, through insurers approved by Lender, in the amount of the full replacement value of the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Lender, and evidence of all policies covering the Property shall be provided to Lender. Mortgagor shall promptly give notice of loss to insurance companies and Lender. Unless Mortgagor and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Lender deems the restoration or repair to be economically feasible.

8. Condemnation. In the event that any proceeding or action is commenced for the taking of the Property for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Mortgagor receive any notice or other information regarding such proceeding, action, taking or damage (including, without limitation, a proposal to purchase the Property or some portion thereof in lieu of condemnation), Mortgagor shall give prompt written notice thereof to Lender. So long as there shall not have occurred an Event of Default (as defined herein) that is continuing, Mortgagor may, with the written consent of Lender, which consent shall not be unreasonably withheld or delayed, make any compromise or settlement in connection with such taking or damage; provided, however, that after the occurrence and during the continuance of an Event of Default (as defined herein), Lender is hereby authorized and empowered by Mortgagor to act as attorney-in-fact for Mortgagor to investigate and negotiate with the condemnor concerning the proposed taking, to commence, appear in and prosecute in its own name any such action or proceeding and to make any compromise or settlement in connection with such taking or damage without the consent of Mortgagor. All compensation, awards, damages, rights of action and proceeds awarded to Mortgagor by reason of any such taking or damage (the "*Condemnation Proceeds*") are hereby assigned to Lender, and Mortgagor agrees to execute such further assignments of the Condemnation Proceeds as Lender may require. All Condemnation Proceeds shall be applied to the installments of the Secured Obligations in the inverse order of their maturities.

9. Mortgagor's Covenants. Mortgagor covenants to comply with the Bond Documents with respect to the Property, and without limitation, Mortgagor covenants:

- (a) Condition and Repair. To keep the Property in good condition and repair;
- (b) Liens. To keep the Property free from liens and encumbrances not described in Section 3 hereof;
- (c) Other Mortgages. To perform all of Mortgagor's obligations and duties under any mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

- (d) Waste. Not to commit waste or permit waste to be committed upon the Property;
- (e) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender. Without notice to Mortgagor, Lender may deal with any transferee as to such transferee's interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Secured Obligations;
- (f) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent;
- (g) Ordinances. To comply with all laws, ordinances and regulations affecting the Property; and
- (h) Inspection. To allow Lender and its authorized representatives to enter the Property at reasonable times to inspect the Property and, at Lender's option, repair or restore it.

10. Environmental Laws. Mortgagor represents, warrants and covenants to Lender: (a) that during the period of Mortgagor's ownership or use of the Property no Hazardous Substance, (defined as but not limited to, any and all substances, whether solid, liquid or gas, defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regular effect under any present or future environmental laws, including petroleum and petroleum products, biological agents the presence of which may adversely affect human health or the environment, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives) has been, is, or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which, if known to be present on, under, in or about the Property would require cleanup, removal or some other remedial action under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge that the Property contains asbestos, polychlorinated biphenyl components or underground storage tanks; (d) that to the knowledge of Mortgagor there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws in all material respects. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys fees and expenses), liability and damages whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law, except to the extent incurred as a result of Lender's gross negligence or willful misconduct. Mortgagor shall promptly notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

11. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage and such failure continues for fifteen (15) days after written notice thereof from Lender to Mortgagor, or such shorter period as may be elected by Lender in case of an emergency, Lender may, but shall not be obligated to, perform Mortgagor's duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

12. Default. Any one or more of the following events shall constitute an event of default hereunder (an "*Event of Default*"):

(a) failure to pay when due and payable any installment of interest or principal on the indebtedness evidenced by the Bonds, or in the payment of any other sum which is payable under the Bond Documents, as and when the same shall become due and payable; or

(b) if Mortgagor defaults in the due performance of or compliance with any of the provisions, warranties, covenants, promises, agreements, terms or conditions set forth in the Bond Documents, other than those referred to in paragraphs (a) of this Section, and such default shall continue uncured for a period of thirty (30) days after written notice thereof to Mortgagor, except that in the case of a default under this paragraph (b) which cannot be cured within such period of thirty (30) days with due diligence, the time within which Mortgagor may cure the same shall be extended for such period as may be reasonably necessary in Lender's discretion to cure the same with due diligence (but in no event more than ninety (90) days), provided Mortgagor commences within such thirty (30) days and proceeds diligently to cure the same; or

(c) any representation or warranty made by Mortgagor herein, or any other statement or certificate furnished by it pursuant hereto shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

13. Remedies. Upon an Event of Default, Lender may declare the entire unpaid balance of the principal indebtedness, accrued interest, and all other sums secured by this Mortgage to be immediately due and payable without notice or demand. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Bonds, together with all sums paid by Lender as authorized or required under this Mortgage or Secured Obligations, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, and Lender may exercise any other remedy available at law or equity.

14. Waiver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

15. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

16. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or to enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Secured Obligations, Mortgagor agrees that the court may appoint a receiver of the Property without bond, and may empower the receiver to take possession of the Property and exercise such powers as the court may grant until the confirmation of sale, and may order any rents, issues and profits, if so collected, to be held and applied as the court may direct.

17. Foreclosure Without Deficiency Judgment. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate within the shortened redemption period therein stated.

18. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, reasonable attorneys' fees, incurred by Lender in protecting or enforcing its rights under this Mortgage.

19. Severability. The invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

20. Successors and Assigns. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor and its successors and assigns.

21. Notice. All notices and communications provided for herein shall be deemed to have been given two days after deposit of such notice in the United States mail, postage prepaid, return receipt requested; one day after deposit of same with a national commercial overnight delivery service; or upon transmission by facsimile transmission, provided that confirmation of such facsimile transmission is received and a copy of such transmission is received within one day thereafter forwarded by U.S. Mail or commercial overnight delivery services; in the case of any of the foregoing, addressed as follows (unless and until any of such parties advises the other in writing of a change in such address):

To Mortgagor:

Community Development Authority of the City of Baraboo, Wisconsin
101 South Blvd
Baraboo, WI 53913
Attn: Pat Cannon
Email: pcannon@cityofbaraboo.com

To Lender:

Community First Bank
129 8th Ave.
Baraboo, WI
Attn: Seth Meise
Email: SethMeise@cfbank.com

22. Law Governing. This Mortgage shall be governed by the laws of the State of Wisconsin.

23. Entire Agreement. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF BARABOO, WISCONSIN

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Title: Executive Director/Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above-named Chairperson and Executive Director/Secretary of the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO, WISCONSIN, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same on behalf of said corporation.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument drafted by:
Amanda Kerr, Esq.
Quarles & Brady LLP

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in the NE ¼ of the NE ¼ of Section 36, T12N, R6E, City of Baraboo, Sauk County, Wisconsin, described as follows:

Lot One (1) of Certified Survey Map No. 7223, as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin in Volume 45, Page 7223 as Document No. 1242510.

Parcel Identification Number: 206-0298-20000

A parcel of land located in the SE ¼ of the NW ¼ of Section 3, T11N, R6E, City of Baraboo, Sauk County, Wisconsin, described as follows:

Lot One (1) of Certified Survey Map No. 7288, as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin in Volume 46, Page 7288 as Document No. 1249073.

Parcel Identification Number: 002-0068-00000

EXHIBIT C

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
SAUK COUNTY
COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF BARABOO, WISCONSIN
INTERIM COMMUNITY DEVELOPMENT REVENUE BOND

<u>Number</u>	<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>Principal Amount</u>
R-1	5.844%	December 28, 2024	December 28, 2023	\$800,000

FOR VALUE RECEIVED, the Community Development Authority of the City of Baraboo, Wisconsin, (the "Authority") promises to pay to Community First Bank or registered assigns, solely from the funds hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable at maturity. Interest shall be computed upon a 365/360 basis.

The Bonds shall be subject to redemption prior to maturity, at the option of the Authority, on any date. Said Bonds shall be redeemable as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of the Bond, unless waived by the registered owner, the Authority shall give notice of such redemption at least five (5) days prior to the date fixed for redemption to the registered owner of the Bond to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bond shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Bond shall no longer be deemed to be outstanding.

Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Principal and Interest shall be paid to the registered owner in whose name this Bond is registered on the Bond Register maintained by the Executive Director/Secretary (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the maturity date. Principal and interest on this Bond are payable upon presentation and surrender hereof at the office of the Fiscal Agent.

This Bond is issued for the purpose of providing interim financing for the costs of undertaking a program of blight elimination and community development in the City of Baraboo, Wisconsin (the "City") pursuant to Sections 66.1333 and 66.1335, Wisconsin Statutes, acts supplementary thereto and a resolution adopted on December 5, 2023 by the Authority (the "Bond Resolution"), and is issued to anticipate the sale of a future issue of Interim Community Development Revenue Bonds (the "Permanent Interim Financing") of the Authority which the Authority has covenanted to issue.

THIS BOND IS A LIMITED OBLIGATION OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWERS. THIS BOND SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE CITY OF BARABOO, WISCONSIN (THE "CITY"), THE COUNTY IN WHICH IT IS LOCATED, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION, STATUTORY LIMITATION, OR CHARTER PROVISION OR LIMITATION THEREOF AND SHALL NOT BE A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

The Bond is payable only from the proceeds derived from the issuance and sale of the Permanent Interim Financing which the Authority has covenanted in the Bond Resolution to issue and which shall be set aside as a special trust fund for that purpose.

The Bond is issued in registered form in the denomination of \$100,000 or more. This Bond may be exchanged at the office of the Executive Director/Secretary for a like aggregate principal amount of Bonds in other authorized denominations.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

A mortgage lien, which is hereby recognized as valid and binding on the property, has been granted by the Authority to and in favor of the registered owner or owners of bonds of this issue of Bonds, and said property shall remain subject to such mortgage lien until the payment in full of the principal and interest on this Bond and the issue of which it forms a part.

This Bond is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Bond, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The Authority may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the Authority shall not be affected by notice to the contrary.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law, and the City has covenanted to issue and sell the Permanent Interim Financing, the sale of which this Bond anticipates, as soon as practicable and to set aside the funds received from such sale into a special trust fund for the payment of the principal of and interest on this Bond.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Community Development Authority of the City of Baraboo, Wisconsin, having no official or corporate seal, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and Executive Director/Secretary; all as of the original date of issue specified above.

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BARABOO, WISCONSIN

By: _____
Carolyn Wastlund
Chairperson

By: _____
Patrick Cannon
Executive Director/Secretary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Registered Owner)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, (Authorized Officer) without alteration or enlargement or any change whatever.

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

If this Bond is to be assigned, the Fiscal Agent should be notified and a copy of this Assignment should be sent to the Fiscal Agent for its records.

RESOLUTION NO. 2023-

Dated: December 12, 2023

The City of Baraboo, Wisconsin

Background: The City previously approved an Application to the Wisconsin DNR for a Safe Drinking Water Fund loan that would fund the STH 33 water main improvements as well as the private water lateral replacements. The State recently developed a new program to provide funding for private Lead Service Line (LSL) Replacements. The intention is to use this program for the 57 lead service lines on STH 33 and roughly 40 private LSL's elsewhere in the City. Since this program has a narrow window for application and since construction on STH 33 is slated to begin in early March 2024, staff is seeking permission to hire Short Elliot Hendrickson (SEH) to prepare the application, administer bid and support services for this project.

This was reviewed by the Plan Commission at their December 12th meeting.

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

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

To authorize the Interim City Administrators to execute the Professional Services Agreement with SEH, Inc. for the FY24 SDW-LSL Replacement Program. The fee is based on an hourly rate, not to exceed \$48,500.

Offered by: Finance Committee

Motion:

Second:

Approved: _____

Attest: _____

Agreement for Professional Services

This Agreement is effective as of December 6, 2023, between City of Baraboo (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **SFY24 SDW-LSL Application / Administration / STH 33 LSL Private Replacement Bid Support**

Client's Authorized Representative: Wade Peterson

Address: 450 Roundhouse Ct., Baraboo, WI, 53913

Telephone: 608.355.2740

email: wpeterson@cityofbaraboo.com

Project Manager: Brea Grace, AICP

Address: 329 Jay Street, Suite 301, La Crosse, WI 54601

Telephone: 608.977.0002

email: bgrace@sehinc.com

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

Assist City of Baraboo with Bipartisan Infrastructure Law (BIL) SFY2024 Lead Service Line (SDW-LSL) Application, Administration, and implementation through four tasks.

Task 1 - SFY2024 SDW-LSL Application (\$3,500)

1. In parallel with the SFY2024 SDW application, submit an application for SFY2024 LSL BIL funding.

Task 2 - SFY2024 SDW-LSL Administration - STH 33 Private LSL Replacements (\$12,000)

1. In parallel with the SFY2024 SDW administration, administer the SFY2024 LSL BIL funding.
2. Coordinate with Client on project scope.
3. Review existing materials needed for reimbursement approvals (plumbing permit, inspection forms, certification of completion, request for reimbursement, etc.) and recommend any changes or additions to materials and/or procedures.
4. Coordinate compliance with federal and state project requirements (e.g., Davis Bacon, AIS)
5. Assist with drawdown requests for submittal to DNR, using the SFY2024 forms for LSL projects (estimate 14 monthly requests between April 2024 to October 2025).
6. Complete project close-out and final reports to DNR.

Task 3 - STH 33 Private LSL Replacements Bid Support (\$24,500)

1. Prepare bid documents for approximately 57 Private LSL Replacements (Title sheet, details, plan sheets).
2. Develop special provisions section of bid documents.
3. Take exterior photographs from STH 33 to show yard between STH 33 and private principal structure (e.g., home).
4. Estimate quantities for bid.
5. Develop an opinion of probable costs.
6. Draft technical specifications.
7. Assist with bidding process.
8. Assemble bid package in compliance with SDW and BABA requirements.
9. Assist with bid advertising, posting on Quest, and creation of CSV sheet.
10. Assist with bid review and award.
11. Develop construction contracts.

Task 4 - SFY24 LSL Program Administration – City-Wide Private LSL Replacements, Pre-Qualified List (\$8,500)

1. Assist with review / establishment of pre-qualified plumbers / contractors list for private LSL replacements elsewhere in City (approximately 40 residential).
 - a. Review existing pre-qualified list creation and implementation process to determine applicability to SFY24 LSL Program.
 - b. Assist with any modifications necessary, including qualification process, posting, review of proposals and recommendations for acceptance to pre-qualified list.
2. Review existing materials needed for reimbursement approvals (plumbing permit, inspection forms, certification of completion, request for reimbursement, etc.) and recommend any changes or additions to materials and/or procedures.
3. Assist with pre-qualified list review and posting for use by residential owners.
4. Coordinate compliance with approximately 40 private property owners/contractor permits (including SDW and BABA requirements).
5. Assist with drawdown requests for submittal to WDNR, using the SFY2024 forms for LSL projects (estimate 14 monthly requests between April 2024 to October 2025).
6. Complete project closeout and final reports to WDNR.

Services not included:

1. Legal review of SDW loan, private property LSL loan program, private property access agreements, bid plans, specifications, and bid documents.
2. Field inspections, construction oversight, and construction staking.
3. City plumbing permit reviews, approvals or processing.
4. Determinations on meter replacement.
5. Topographic survey.

Responsibilities of Client:

1. Coordination with property owner and plumber.
2. Plumbing permit application reviews, site inspections.
3. Determination on meter replacement requirements.
4. Maintenance of individual property project files.
5. Set up and administration of property owner/City loan for private lead service line replacement work.
6. PSC coordination for construction authorizations and property owner/City loan program.

Schedule: Services will begin promptly upon approval of this agreement. A schedule for bidding the STH 33 private side LSL replacements will be finalized with the Client.

Payment:

The fee is hourly estimated to be \$48,500 including expenses and equipment.

Attached Exhibit A-1 sets forth the payment method, basis, frequency and other special conditions.

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

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Baraboo

By:

_____

By: _____

Full Name: Jeremy J. Tomesh

Title: Client Service Manager

Full Name: _____

Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Baraboo (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 6, 2023

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

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

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

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

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

D. Assignment

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

E. Dispute Resolution

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

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

The City of Baraboo, Wisconsin

Background: On September 22, 1993 the City of Baraboo purchased a number of lots jointly with Sauk County for the construction and operation of the West Square Building. The City's contribution for this project was land that was used for parking lots that also benefited the downtown area and the County sold parcels 206-1499-00000, 206-1498-00000, and 206-1497-10000 to the City, which were conveyed by a Quit Claim Deed.

The County as requested the City Deed them these same three parcels so they can property maintain the entire West Square Building Parking Lot and better control parking for their needs.

The County passed a resolution, see attached, to offer \$1 for the purchase of the property to the County.

The following is a proposed Ordinance Revision that reflects the terms and conditions contained in the West Square Building Parking Lot Sale Agreement. Parking is regulated by Section 7.09 Parking Restrictions so it is necessary to add Section 7.09(21) to reflect the provisions of this new Agreement.

Fiscal Note: (0 one) 0 Not Required 0 Budgeted Expenditure 0 Not Budgeted
Comments:

An Ordinance revising the City of Baraboo Code of Ordinances §7.09 Parking Restrictions.

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

1. The City of Baraboo Code of Ordinances § 7.09(21) is created to read as follows:

(21) WEST SQUARE BUILDING PARKING LOT.

- (a) This parking lot will be restricted to official county use and staff parking only from 6:00 a.m. to 5:00 p.m., Monday thru Friday, excluding holidays.
- (b) This parking lot will be open to public parking outside of the hours identified under sub. (a) above, except that no person shall park, stop, or leave standing any vehicle, whether attended or unattended between the hours of 2 a.m. and 6 a.m.
- (c) Parking spaces occupied by vehicles used by County/State/Federal departments or agencies on a permanent basis are exempt from the 2:00 a.m. to 6:00 a.m. restriction in sub. (b) above.

(22) PARKING PROHIBITED IN FIRE LANES OR NEAR FIRE HYDRANTS. (2030 09/12/2000)

(23) ISSUANCE OF PARKING PERMITS TO MERCHANTS. (2403 09/24/2013)

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

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of December, 2023 and is recorded on page ____ of volume ____ . A summary of this Ordinance was published in the local newspaper on the ____ day of January, 2024

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

PERMIT TYPE	2022						2023					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	12	\$0.00	\$14,161,877.00	\$0.00	\$30,900.42	1	3	\$1,200,000.00	\$5,037,825.00	\$3,225.04	\$10,095.60
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	3	20	\$608,707.00	\$4,060,942.00	\$348.57	\$6,490.44	2	9	\$2,480,000.00	\$3,695,500.00	\$1,053.76	\$3,672.31
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	1	12	\$550,000.00	\$4,245,000.00	\$887.99	\$11,408.87	0	12	\$0.00	\$3,812,200.00	\$0.00	\$9,218.73
Residential, New Duplex	1	2	\$550,000.00	\$1,080,000.00	\$1,379.99	\$2,923.80	0	10	\$0.00	\$5,498,144.00	\$0.00	\$13,334.01
Residential, Additions	1	9	\$25,000.00	\$437,000.00	\$134.13	\$1,321.53	0	7	\$0.00	\$544,000.00	\$0.00	\$945.90
Residential Remodel	2	47	\$53,000.00	\$690,884.00	\$1,034.00	\$4,815.25	5	46	\$110,702.00	\$1,137,812.00	\$507.87	\$5,594.66
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	\$90.00	0	1	\$0.00	\$0.00	\$30.00	\$90.00
Roofing/Siding/Windows	11	112	\$94,387.00	\$1,325,218.00	\$623.04	\$8,324.42	13	110	\$162,954.00	\$1,687,150.00	\$1,011.00	\$10,200.82
Garage/Sheds/Deck/Fence	3	88	\$9,070.00	\$619,893.00	\$180.00	\$5,790.00	2	93	\$47,015.00	\$857,219.00	\$195.00	\$6,195.00
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	7	\$0.00	\$205,555.00	\$0.00	\$480.00	0	6	\$0.00	\$308,300.00	\$0.00	\$5,180.00
Electrical Only	2	24	\$3,000.00	\$45,228.00	\$120.00	\$1,440.00	2	24	\$3,500.00	\$67,480.00	\$120.00	\$1,500.00
HVAC Only	1	8	\$429.00	\$276,327.00	\$60.00	\$540.00	1	7	\$20,000.00	\$1,856,784.00	\$622.08	\$2,596.23
Sign Permits	3	17	\$9,170.00	\$79,249.00	\$210.00	\$1,980.00	1	18	\$1,000.00	\$116,811.00	\$60.00	\$1,920.00
Solar Install	0	16	\$0.00	\$697,267.00	\$0.00	\$990.00	1	14	\$15,120.00	\$285,122.00	\$60.00	\$840.00
Misc. Permits	0	20	\$0.00	\$510,000.00	\$0.00	\$1,900.00	1	12	\$2,000.00	\$26,100.00	\$110.00	\$1,320.00
TOTALS	28	398	\$1,902,763.00	\$38,187,040.00	\$4,977.72	\$79,424.73	29	382	\$4,042,291.00	\$35,596,874.00	\$6,994.75	\$108,654.42

Finance/Personnel Committee Meeting Minutes

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

Members Present: Petty, Sloan
Members Absent: Kent
Others Present: Mayor Nelson, Interim City Administrators P. Cannon & T. Pinion, Clerk Zeman, J. Ostrander, R. Sinden, D. Olson, Seth Meise

1. Call Meeting to Order

Chairman Sloan called the meeting to order at 5:30pm.

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of October 24, 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 \$1,657,706.43.

CARRIED (2 to 0)

2.b Room Tax Ordinance Change

This recommendation came from the City Council to assist with the 2024 budget deficit. This increase puts the City at the maximum allowable percentage of 8%, an increase from the current 6%, for the Room Tax and will be effective January 1, 2024.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to approve amending Section 3.14 increasing the Room Tax percentage from 6% to 8% effective January 1, 2024.

CARRIED (2 to 0)

2.c BID Preliminary Assessment

J. Ostrander noted that this is an annual resolution authorizing the Business Improvement District (BID) budget-operating plan and determining the preliminary BID assessment.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to approve the 2024 Business Improvement District (BID) budget-operating plan and preliminary assessment and set the public hearing for November 28, 2023.

CARRIED (2 to 0)

2.d Public Fire Protection

This is another recommendation made by Council to assist with the 2024 budget deficit. P. Cannon noted that this change will be effective on April 1, 2024.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council shifting the portion of the Public Fire Protection charge from the tax levy to a direct charge effective April 1, 2024 for residential and non-residential properties.

CARRIED (2 to 0)

2.e Liability Insurance Carrier

P. Cannon noted that staff has reviewed the two options and has recommended continuing with Cities and Villages Mutual Insurance Company (CVMIC) for liability insurance. This will be a three-year policy, guaranteeing renewal with CVMIC for 2024, 2025, and 2026 with the \$25,000 deductible.

Moved by: Petty

Seconded by: Sloan

Recommend approving Cities and Villages Mutual Insurance Company (CVMIC) for the Liability Insurance Carrier for the City of Baraboo.

CARRIED (2 to 0)

2.f 3rd Quarter Budget Amendments

J. Ostrander noted that these are the standard budget amendments for the third quarter, 2023. The committee reviewed the amendments, no concerns.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council for approval of 3rd Quarter Budget Amendments.

CARRIED (2 to 0)

2.g Line of Credit, Community First Bank

J. Ostrander presented the detailed expenses for the Spirit Lake Development, TID #11. The committee reviewed the expenses, no concerns.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to consider a draw of \$403,503.84 from the Line of Credit with Community First Bank for TID #11.

CARRIED (2 to 0)

2.h 2024 Shared Ride Taxi Grants

J. Ostrander explained that each year we are required to apply for these grants. This is the standard resolution authorizing the Mayor to execute the required grant documents.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to consider the City to apply for the 2024 WisDOT Public Transit Assistance Program (PTAP) funding offered by the Federal and State for the City of Baraboo and the 2024 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas).

CARRIED (2 to 0)

2.i Agreement and Vehicle Leases, Abby Vans, Inc.

J. Ostrander noted that this renewal is required every year; however, this is the third and final year of the renewal. The rate increases and the change in hours will be reflected in the agreement for 2024.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to consider extending the agreement and vehicle leases with Abby Vans, Inc. for 2024 taxi service.

CARRIED (2 to 0)

2.j Baraboo School District, School Resource Officer

P. Cannon explained that the original Memorandum of Understanding (MOU) with the Baraboo School District for the School Resource Officer (SRO) was never approved by the City Council. Staff is requesting a two step process: 1) Approve this resolution accepting the original MOU dated 2021 and 2) Consider approving the second Amended Addendum to the MOU (agenda item 2.k) which will take us through June 30, 2025. P. Cannon noted that we did receive the grant funds for the SRO position. T. Pinion explained that there will be an additional MOU brought to Council at a later date that coincides with the grant conditions for years 2024, 2025, and 2026 with funding and one year, 2027, without funding.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to consider a Memorandum of Understanding (MOU) with the Baraboo School District for the School Resource Officers (SRO).

CARRIED (2 to 0)

2.k School Resource Officer MOU, Amended Addendum to SRO MOU

This is the Amended Addendum which includes the cost sharing with the Baraboo School District for the School Resource Officer positions through June 30, 2025. Any grant funds received will be used to offset the cost of these positions, the School District will then pay 50% of the balance based on eligible expenses as outlined in the MOU.

Moved by: Petty

Seconded by: Sloan

Recommend to Common Council to consider the second addendum amending the 2021-2025 Memorandum of Understanding (MOU) with the Baraboo School District for the School Resource Officers (SRO).

CARRIED (2 to 0)

3. Discussion Items

General Fund Financial Statement Summary for 2023

J. Ostrander noted that this report, the Fund Summary, will be provided quarterly with the budget amendments for review.

Funding options for Fire/EMS Building project

P. Cannon noted that we are still looking at a \$25M total project cost. We are working with USDA to get the required paperwork submitted to get locked in at a rate of 3.875 for a fixed 40 years. They have indicated to P. Cannon that there is some concern they won't be able to fund large projects in its entirety. Staff is looking at options to split the loan with USDA and also a second loan potentially with the State Trust Fund. This would allow us to finance the soft costs, such as furniture and those items with a shorter life. Both loans will belong to the CDA, with 2 separate leases. Because we have not been able to finalize the line of credit for the \$25M, we are short on cash. He has been working with Community First Bank and they have tentatively agreed to a \$800,000 line of credit, with the City pledging the land as collateral. Once we get approval from USDA, we can go out and get the \$25M line of credit.

Update on Quit Claim Deed with Sauk County

T. Pinion provided an update on the parking lot behind the West Square Building. Staff is currently working with the County to prepare a Memorandum of Understanding. If approved, this parking lot would be for County employees only during the hours of Monday - Friday, 6:00am to 5:00pm with no overnight parking. The Baraboo Police Department will enforce the parking restrictions.

2024 Draft Budget

J. Ostrander and P. Cannon presented the 2024 Draft Budget. The committee reviewed the 2024 budget and the Fund Balance policy and determined that the fund balance applied and the estimated fund balance are acceptable.

4. Adjournment

Moved by: Petty

Seconded by: Sloan

That the meeting be adjourned at 6:46pm.

CARRIED (2 to 0)

Brenda Zeman, City Clerk



CITY OF BARABOO ADMINISTRATIVE MEETING

Meeting Minutes

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

Members Present: Hazard, Kierzek, Thurow

Others Present: Co-Interim Administrators - Tom Pinion & Pat Cannon
Brenda Zeman, City Clerk
Julie Ostrander - Finance Director
Rob Nelson - Mayor

1. **CALL TO ORDER**

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES from October 3, 2023

Moved by: Hazard

Seconded by: Kierzek

Approve minutes of October 3, 2023

Motion: CARRIED

1.d APPROVE AGENDA

Moved by: Hazard

Seconded by: Kierzek

Motion: CARRIED

2. **ACTION ITEM(S)**

2.a Badger Book Program MOU

Badger books program was added and implemented in 2020. No concerns with MOU. Training requirements have been met.

Moved by: Kierzek

Seconded by: Hazard

Recommendation to the Common Council the Memorandum of Understanding with the Wisconsin Election Commission (WEC) for the Badger Book Program.

Motion: CARRIED

2.b Repeal & Recreate Chapter 5, Fire Protection

Moved by: Hazard

Seconded by: Kierzek

Recommendation to the Common Council to repeal and recreate Chapter 5 of the Code of Ordinances, Fire Protection.

Motion: CARRIED

3. **DISCUSSION**

4. **INFORMATIONAL ITEM(S)**

4.a Date and time of next meeting is December 5, 2023 at 8:00 a.m.

5. **ADJOURNMENT (Voice Vote)**

Adjourn at 8:23 am

Julie A. Ostrander, Finance Director