



## CITY OF BARABOO COMMON COUNCIL AGENDA

Wednesday, January 10, 2024, 7:00 p.m.  
Council Chambers, 101 South Blvd., Baraboo, Wisconsin

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	Pages
1. CALL TO ORDER	
2. ROLL CALL AND PLEDGE OF ALLEGIANCE	
3. APPROVAL OF PREVIOUS MINUTES (Voice Vote) December 12, 2023	4
4. APPROVAL OF AGENDA (Voice Vote)	
5. COMPLIANCE WITH OPEN MEETING LAW NOTED	
6. PRESENTATIONS Chief Sinden will present a Police Chief's Award to Detective Brian Voltz.	
7. PUBLIC HEARINGS <i>None Scheduled.</i>	
8. PUBLIC INVITED TO SPEAK <i>(Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)</i>	
9. MAYOR'S BUSINESS	
• The following nomination paperwork has been submitted to the City Clerk for the Spring Election:	
• Alderperson, District 2: Steve Hause & Nicole Kruschel	
• Alderperson, District 5: Andrea Lombard	
• Alderperson, District 8: Heather Kierzek & Russell Schider	
• Mayor: Rob Nelson & Michael Plautz	
• City Offices will be closed on Monday, January 15, 2024 in observance of Martin Luther King, Jr. Day.	
10. CONSENT AGENDA <i>(Roll Call)</i>	
10.1 Accounts Payable	14
Approve the Accounts Payable to be paid in the amount of \$	
10.2 Temporary Liquor Licenses	15
Approve a Temporary Liquor License (AKA) Picnic License for the following:	
• St. Joseph Catholic Parish, Trivia by Pat, 01-27-2024	
• Friends of the Carnegie-Schadde Memorial Public Library, Next Chapter Gala, 01-27-2024	
11. ORDINANCES ON 2nd READING	

11.1	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.	16
<b>12.</b>	<b>NEW BUSINESS- RESOLUTIONS</b>	
12.1	Line of Credit, Community First Bank TIF #11 Draw Consider a draw of \$618,589.17 from the Line of Credit with Community First Bank for TID #11. (Ostrander)	17
12.2	Community Development Authority (CDA) & City Management Services Consider approving a three-year agreement for Patrick Cannon to provide management services to the City and the Community Development Authority (CDA). (Pinion)	19
12.3	Operator's License Consider the Operator's License for Jacqueline Alwin. (Sinden)	24
12.4	Design Contract, Baraboo Area Fire & EMS District Stations Consider amending the design contract for the Baraboo Area Fire & EMS District, Stations #1 and #2, with Five Bugles Design, a niche service under the Wendel Companies umbrella. (Cannon)	25
12.5	Wisconsin Power & Light Easement Consider approving a permanent easement along the west line of the southerly end of Steinhorst Park to Wisconsin Power & Light Company. (Pinion)	27
12.6	Wisconsin Professional Police Association (WPPA) Agreement Consider approving the Wisconsin Professional Police Association (WPPA) Police Union Agreement for 2024, 2025, and 2026. (Pinion)	31
<b>13.</b>	<b>NEW BUSINESS ORDINANCES</b>	
13.1	Lead Service Line Replacement Loan Program Consider establishing a loan program for property owners to replace their private lead service lines. (Pinion)	56
<b>14.</b>	<b>ADMINISTRATOR AND COUNCIL COMMENTS</b> <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>	
<b>15.</b>	<b>REPORTS, PETITIONS, AND CORRESPONDENCE</b> The City acknowledges receipt and distribution of the following:  <u>Reports:</u> November, 2023 - Treasurer  <u>Copies of meeting minutes included in this packet:</u> Finance...11-28-2023 Administrative...12-5-2023  <u>Copies of Meeting minutes in City Clerks files:</u> Library Policy Committee...11-16-2023 Library Renewable Energy...11-9-2023 Library Board...10-17-2023	59

Friends of Library...11-14-2023  
CDA...11-7-2023  
UW Campus...10-19-2023, 11-16-2023  
Park & Recreation...10-9-2023, 11-13-2023

**16. CLOSED SESSION**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to go into Closed Session. The Mayor will announce that the Council will consider moving into Closed Session pursuant to §19.85(1)(c), Wis. Stat., to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically a review of potential City Administrator applicants.

**17. OPEN SESSION**

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

**18. 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

December 12, 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, Interim City Administrators P. Cannon & T. Pinion, L. Laux, J. Ostrander, M. Hardy, members of the press and others.

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**1. CALL TO ORDER**

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

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

The Pledge of Allegiance was given.

**3. APPROVAL OF PREVIOUS MINUTES**

Moved by: Ellington

Seconded by: Sloan

**Motion: CARRIED**

**4. APPROVAL OF AGENDA**

Moved by: Petty

Seconded by: Hazard

**Motion: CARRIED**

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

**6. PRESENTATIONS**

- Jessica Bergin, Library Director and Pat Cannon, Community Development Authority Director gave an update on the library renovation and expansion.
- Nate Day from SEH provided an update on the City's Comprehensive Plan.

**7. PUBLIC HEARINGS**

*None Scheduled.*

**8. PUBLIC INVITED TO SPEAK**

Marianne Cotter, 907 Second Street, representing Powered Up Baraboo, spoke regarding the Fire Station bids. At a previous presentation it was noted that the buildings are prepped for solar in the future. She asked the following questions regarding this: What exactly does "prepped for solar" mean? Why wasn't solar included in the project? What research was done to identify possible sources of funding to bring down the cost of solar? What other renewable energy sources were considered? Climate impacts are being felt by everyone, including Baraboo. Is the Council prepared to approve this project without including renewal energy features? She encourages the Council ask these questions before moving ahead with the bids.

Lena Nissley, 531 11th Street, representing Powered Up Baraboo, spoke in favor of renewing Bird City designation. Tonight's resolution is an essential part of what it takes for the City of Baraboo to renew their status. As a good faith gesture, Powered Up Baraboo board has agreed to cover the cost of the renewal for 2024 with the hopes that this can be included in the City's budget going forward. Their action team has a strong commitment to ensure that the status of Bird City for Baraboo continues on into the future.

**9. MAYOR'S BUSINESS**

- The Mayor congratulated 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](http://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

Moved by: Petty

Seconded by: Sloan

**Motion: CARRIED**

### 10.1 Accounts Payable

#### **Resolution No: 2023-197**

THAT the Accounts Payable, in the amount of \$1,704,097.77 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

### 10.2 December Council Meeting

#### **Resolution No: 2023-198**

THAT the December 26, 2023 Council meeting is cancelled.

### 10.3 Weights & Measures

#### **Resolution No: 2023-199**

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.

### 10.4 Appointments

#### **Resolution No: 2023-200**

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.

### 10.5 Temporary Liquor License

#### **Resolution No: 2023-201**

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

- Baraboo Theatre Guild, 12<sup>th</sup> 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

#### **Resolution No: 2023-202**

Moved by: Hazard

Seconded by: Thurow

**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.

**Motion: CARRIED (9 to 0)**

12.2 Election Worker Appointments

**Resolution No: 2023-203**

Moved by: Sloan

Seconded by: Thurow

**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 31<sup>st</sup> 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	Stavnav	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
Caflisch	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.

**Motion: CARRIED (9 to 0)**

12.3 West Square Bldg. Parking Lot

**Resolution No: 2023-204**

Moved by: Ellington

Seconded by: Sloan

**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.

Abstain (1): Hazard  
**Motion:CARRIED (8 to 0)**

12.4 Development Agreement with Allan and Mary Mueller  
**Resolution No: 2023-205**

Moved by: Sloan  
Seconded by: Ellington

It was the recommendation by the Finance/Personnel Committee that this be approved with the revision of a \$250,000 maximum incentive cap. Council's motion included this revision as well.

**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.

**Motion:CARRIED (9 to 0)**

12.5 Municipal Property Insurance Company  
**Resolution No: 2023-206**

Moved by: Petty  
Seconded by: Kolb

**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.*

**Motion:CARRIED (9 to 0)**

12.6 Park Impact Fees  
**Resolution No: 2023-207**

Moved by: Petty  
Seconded by: Sloan

**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.

**Motion:CARRIED (9 to 0)**

12.7 Baraboo Area Senior Center Lease Agreement with Civic Center  
**Resolution No: 2023-208**

Moved by: Sloan  
Seconded by: Kolb

**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.

**Motion:CARRIED (9 to 0)**

12.8 Boys & Girls Club Civic Center Lease Agreement  
**Resolution No: 2023-209**

Moved by: Sloan  
Seconded by: Kolb

**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.

**Motion:CARRIED (9 to 0)**

12.9 International Migratory Bird Day

**Resolution No: 2023-210**

Moved by: Hazard

Seconded by: Kolb

**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.

**Motion:CARRIED (9 to 0)**

12.10 Amend Employee Handbook

**Resolution No: 2023-211**

Moved by: Ellington

Seconded by: Thurow

**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.

**Motion:CARRIED (9 to 0)**

12.11 Line of Credit, Community First Bank

**Resolution No: 2023-212**

Moved by: Sloan

Seconded by: Kent

**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 12<sup>th</sup>, 2023, for TID #12.

**Motion:CARRIED (9 to 0)**

12.12 Approve the Issuance of \$800,000 Interim Community Development Revenue Bonds by the Community Development Authority.

**Resolution No: 2023-213**

Moved by: Sloan

Seconded by: Petty

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.

**Motion:CARRIED (9 to 0)**

12.13 Lead Service Line Replacement Program

**Resolution No: 2023-214**

Moved by: Petty

Seconded by: Kolb

**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.

**Motion:CARRIED (9 to 0)**

**13. NEW BUSINESS ORDINANCES**

13.1 Parking Lot, West Square Building

Moved by: Ellington  
Seconded by: Olson

Motion to approve the 1st reading of **Ordinance No. 2624** 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.

**Motion: CARRIED (9 to 0)**

**14. ADMINISTRATOR AND COUNCIL COMMENTS**

P. Cannon wished everyone Happy Holidays.

Ald. Ellington noted that they are still looking for ringers for the season.

Ald. Hazard noted that the Council meeting for December 26th is cancelled; the next meeting will be January 9, 2024.

**15. REPORTS, PETITIONS, AND CORRESPONDENCE**

The City officially acknowledges receipt and distribution of the following:

**Reports:** Building Inspection - November 2023

**Copies of meeting minutes included in this packet:**

**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)**

**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:**

CDA Finance.....10-3-2023

BID Promotions.....10-26-2023

Fire & EMS.....9-21-2023

**16. ADJOURNMENT**

Moved by: Ellington

Seconded by: Sloan

That the meeting adjourns at 8:48pm.

**Motion:CARRIED**

Brenda M. Zeman, City Clerk

**10.1**

**RESOLUTION NO. 2024 -**

**Dated: January 9, 2024**

**The City of Baraboo, Wisconsin**

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

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

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

**Offered By:** Consent  
**Motion:**  
**Second:**

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

**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 30<sup>th</sup> 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 Licenses listed below were reviewed by the Police Department and the City Clerk. They were also reviewed by the Administrative Committee at their January 2, 2024 meeting.

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

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

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

- St. Joseph Catholic Parish, Trivia by Pat, 01-27-2024
- Friends of the Carnegie-Schadde Memorial Public Library, Next Chapter Gala, 01-27-2024

**Offered by:** Administrative Comm. **Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

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

11.1

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

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 sixth draw of \$618,589.17 from the line of credit with the Community First Bank on Wednesday January 10<sup>th</sup>, 2024, for TID #11.

**Offered by:** Finance/Personnel

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

**Motion:**

**Second:**

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

TIF #11 - COMMUNITY FIRST BANK - \$3.8 M

Project Total		Draw#1 5/23	Draw#2 6/17	Draw#3 9/15	Draw#4	Draw#5	Draw#6	Grand Total
Admin & Legal	Capital Newspapers	0.00	106.67	0.00	0.00	0.00	0.00	106.67
	Ehlers	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
	VonBriesen & Roper	25,000.01	0.00	1,204.00	0.00	0.00	1,204.00	27,408.01
	City Staff Wages	0.00	0.00	1,141.44	0.00	0.00	0.00	1,141.44
	Clifton Larson	0.00	0.00	800.00	0.00	0.00	0.00	800.00
	Quales & Brady	0.00	0.00	12,880.00	0.00	0.00	0.00	12,880.00
	Pat Cannon	0.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00
<b>Admin &amp; Legal Total</b>		<b>50,000.01</b>	<b>106.67</b>	<b>18,525.44</b>	<b>0.00</b>	<b>0.00</b>	<b>1,204.00</b>	<b>69,836.12</b>
Stormwater Imp	MSA - Spirit Lake	0.00	21,303.12	3,176.21	2,315.62	2,434.18	0.00	29,229.13
	County Materials	0.00	0.00	168,885.38	9,081.68	0.00	0.00	177,967.06
	Integrity Grading & Excavating	0.00	0.00	91,904.58	161,234.76	33,715.77	22,830.02	309,685.13
<b>Stormwater Imp Total</b>		<b>0.00</b>	<b>21,303.12</b>	<b>263,966.17</b>	<b>172,632.06</b>	<b>36,149.95</b>	<b>22,830.02</b>	<b>516,881.32</b>
Sewer Imp	MSA - Spirit Lake	0.00	21,303.12	3,176.20	2,315.62	2,434.18	0.00	29,229.12
	MSA - Spirit Lake - Sanitary Flow	0.00	952.50	0.00	1,417.21	0.00	0.00	2,369.71
	Core & Main	0.00	88,177.20	0.00	0.00	0.00	0.00	88,177.20
	Integrity Grading & Excavating	0.00	0.00	114,205.56	214,025.27	8,976.75	145,624.68	482,832.26
<b>Sewer Imp Total</b>		<b>0.00</b>	<b>110,432.82</b>	<b>117,381.76</b>	<b>217,758.10</b>	<b>11,410.93</b>	<b>145,624.68</b>	<b>602,608.29</b>
Water Imp	MSA - Spirit Lake	0.00	21,303.12	3,176.21	2,315.62	2,434.18	0.00	29,229.13
	Core & Main	0.00	715,277.46	0.00	0.00	1,012.00	1,904.00	718,193.46
	Integrity Grading & Excavating	0.00	0.00	58,913.93	102,722.55	127,559.63	174,178.08	463,374.19
	Core & Main II	0.00	0.00	0.00	316.88	0.00	0.00	316.88
	First Supply	0.00	0.00	0.00	0.00	0.00	32.00	32.00
	Baraboo Utiities Inventory	0.00	0.00	0.00	0.00	0.00	2,084.28	2,084.28
<b>Water Imp Total</b>		<b>0.00</b>	<b>736,580.58</b>	<b>62,090.14</b>	<b>105,355.05</b>	<b>131,005.81</b>	<b>178,198.36</b>	<b>1,213,229.94</b>
Roadway Imp	MSA - Spirit Lake	0.00	21,303.14	3,176.22	2,315.64	2,434.19	0.00	29,229.19
	Integrity Grading & Excavating	0.00	0.00	95,523.80	35,865.94	222,502.96	270,732.11	624,624.81
<b>Roadway Imp Total</b>		<b>0.00</b>	<b>21,303.14</b>	<b>98,700.02</b>	<b>38,181.58</b>	<b>224,937.15</b>	<b>270,732.11</b>	<b>653,854.00</b>
<b>Grand Total</b>		<b>50,000.01</b>	<b>889,726.33</b>	<b>560,663.53</b>	<b>533,926.79</b>	<b>403,503.84</b>	<b>618,589.17</b>	<b>3,056,409.67</b>

12.2

RESOLUTION NO. 2024 -

Dated: January 09, 2024

The City of Baraboo, Wisconsin

**Background:** The City’s current agreement with Patrick Cannon, serving as CDA Executive Director, will be expiring at the end of the 2023 calendar year. Negotiations for a new agreement have been successful and the proposed agreement contains the following terms:

- Three year contract, beginning January 1, 2024 and expiring December 31, 2026
- In addition to servicing as CDA Executive Director, Cannon is to provide economic development work to the City including assisting with the Library project
- Compensation rate of \$7910.32/month to be split evenly between the CDA and the City
- Provide the CDA and the City with 105 hours of in-office work per month
- Opportunity for an annual rate increase based on performance evaluation and budgetary availability

It is recommended that the Common Council authorize the Interim City Administrator and City Clerk to execute into the new agreement on behalf of the City.

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

**Comments:** Budgeted for 2024

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

THAT the Co-Interim City Administrator and the City Clerk are hereby authorized to execute on behalf of the City an Agreement between the City of Baraboo, the Baraboo Community Development Authority (“CDA”) and Patrick Cannon for a three year period, beginning January 1, 2024 and expiring December 31, 2026, with a compensation rate of \$7910.32/month to be split between the City and the CDA, contingent upon the CDA also executing the same Agreement.

Offered by: Finance & Personnel Committee Approved: \_\_\_\_\_

Motion:

Second:

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

AGREEMENT FOR MANAGEMENT SERVICES  
2024 - 2026

**THIS AGREEMENT FOR MANAGEMENT SERVICES** (“Agreement”), is entered into by and between the City of Baraboo, a Wisconsin municipal corporation (“City”), the Baraboo Community Development Authority, a Wisconsin municipal corporation formed pursuant to §66.1335, Wis. Stats. (“CDA”), and Patrick A. Cannon, a private individual (“Cannon”). For purposes of this Agreement, the City, the CDA and Cannon may be referred to collectively as the Parties.

**NOW, THEREFORE**, for the mutual consideration contained herein, the Parties agree as follows:

1. Term. This Agreement shall be effective on January 1, 2024, and shall expire on December 31, 2026.
2. Duties for CDA. For the duration of this Agreement, Cannon shall assume the position of Executive Director of the CDA. As Executive Director, Cannon shall be responsible for the general oversight and direction of the CDA, the supervision of its employees, including those City employees assigned to work for the CDA, and planning for the implementation of its purpose, including budgeting, the management of assets and services, and all other tasks outlined in the attached job description or tasks assigned to him by the CDA Board of Commissioners (“CDA Board”). While Cannon shall have full authority to act as Executive Director in all of these areas, his actions shall be subject to review by the CDA Board.
3. Duties for the City. For the duration of this Agreement, Cannon shall work to assist the City in its economic development including, but not limited to, working with the Common Council, City Administrator, Mayor, and other key City personnel in identifying and negotiating possible development and grant opportunities that will have a direct or indirect benefit for the community. This shall also include actively assisting the City, the Baraboo Public Library Director and the Baraboo Public Library Board of Trustees in the construction of the Library’s new facility. In addition, Cannon will work the City on the construction of the two Fire-EMS facilities. He will also act as one of the Interim City Administrators until a new Administrator is hired.
4. Independent Contractor. For purposes of providing services to the CDA and the City under this Agreement, Cannon shall be considered an independent contractor. Cannon shall retain the right to control the manner in which he provides services to the CDA and the City, and independence in his decisions, subject to CDA Board review for CDA related activities. An IRS Form 1099 shall be provided by the City to Cannon on an annual basis.
5. Hours of Work.
  - a. While Cannon shall control the manner in which he provides services pursuant to this Agreement, it is agreed that he shall provide a minimum of 105 in-office hours per month for the CDA and the City based upon a 50 week cycle. These hours will be during regular business hours. He may,

however, determine when those office hours shall be provided. Cannon shall be permitted to complete work from home via remote access and the internet.

- b. Depending upon emergencies or circumstances that may arise, Cannon shall be allowed to be flexible with his schedule, meeting the needs of the CDA and the City by providing more hours in any given week, and shall then be allowed to provide less hours in a subsequent week.
6. City and CDA Meetings. Cannon shall, as a part of his responsibilities under this Agreement, attend all CDA Board meetings, attend all meetings of the Baraboo Economic Development Commission (BEDC), and act as a liaison between BEDC, the CDA Board, and the City.
  7. Liability Coverage. Cannon shall be considered a public officer or employee of the CDA and the City for purposes of liability coverage and within the meaning of §895.46, Wisconsin Statutes.
  8. Compensation.
    - a. Cannon shall be compensated for his services under this Agreement at the rate of \$7910.32 per month, commencing the date of this Agreement. Any partial months of service shall be paid based upon a pro rata basis of \$75.34 per hour. This rate shall be all-inclusive except as provided for in Paragraph 9, below.
    - b. Payment for Cannon's services shall be split evenly between the CDA and the City.
    - c. On an annual basis, Cannon shall be eligible for an adjustment of his compensation rate. This adjustment shall be based upon a performance review, to be conducted for the City by the City Administrator and for the CDA by the CDA Board, and shall be subject to budgetary restraints, as applicable. In the event of a conflict between the City and the CDA in Cannon's performance review and corresponding decision to provide a compensation adjustment, the decision by the CDA Board shall take precedence.
  9. Reimbursement. Cannon shall be reimbursed for the actual cost of his expenses relating to the performance of his duties under this Agreement, and for mileage at the rate allowed by the IRS, including for business related mileage, but not for commuting between his home and the CDA/City office.
  10. Benefits. Other than liability insurance, the CDA and the City shall have no responsibility to provide health insurance, §125 "Cafeteria Plan" benefits, retirement benefits, or any other form of benefit or deferred compensation to Cannon.
  11. Termination by the City and/or the CDA.

- a. The City and the CDA individually and jointly reserve the right to terminate this Agreement without prior notice at any time prior to its expiration.
  - b. In the event the City or the CDA individually terminate this Agreement, the terms of the Agreement shall remain in full force and effect for Cannon and the non-terminating Party, however the compensation rate to Cannon shall be reduced by one half (1/2) representing the amount owed to Cannon by the non-terminating Party.
  - c. Termination by the City requires a majority vote of the Common Council; termination by the CDA requires a majority vote of the CDA Board.
12. Termination by Cannon. Cannon shall have the right to terminate this Agreement at any time by providing written notice to the City and the CDA no less than ninety (90) calendar days prior to the termination date.
13. City and CDA Property. At the end of the Agreement, whether by expiration or termination, Cannon shall return to the City and the CDA all materials he may have in his possession that are property of the City and the CDA including records as defined by §19.32(2), Wisconsin Statutes.
14. Notice. As used herein, “notice” shall mean an instrument in writing deemed delivered upon personal delivery or email, or three business days after being mailed by first class mail, return receipt requested, and addressed as follows:
- If to the City:                   City Administrator  
101 South Blvd.  
Baraboo, WI 53913
  - If to the CDA:                    CDA Board of Commissioners  
101 South Blvd.  
Baraboo, WI 53913
  - If to Cannon:                   Patrick Cannon  
702 Remington Way  
Sun Prairie, WI 53590
15. Disputes. All Parties agree to made good faith efforts to resolve between themselves any dispute resulting to or stemming from this Agreement prior to resorting to legal action.
16. Amendments. This Agreement may be amended at any time by mutual written consent by all Parties.
17. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(SIGNATURE PAGE TO FOLLOW)**

**BARABOO COMMUNITY DEVELOPMENT AUTHORITY**

-----  
Carolyn Wastlund, Chairperson

-----  
Date

**CITY OF BARABOO**

-----  
Thomas Pinion, Co-Interim City Administrator

-----  
Date

-----  
Brenda Zeman, City Clerk

-----  
Date

**PATRICK A. CANNON**

-----  
Patrick A. Cannon

-----  
Date

The City of Baraboo, Wisconsin

**Background:** On December 21, 2023 Jacqueline Alwin applied to the City of Baraboo for a Tavern Operator License. Because of her prior alcohol and drug related offenses, Police Chief Sinden denied her application. Ms. Alwin contacted City Clerk Zeman and requested that this denial be reviewed.

A Tavern Operator License, also known as a “Bartender’s License”, is valid for no more than a 2-year period, expiring on June 30<sup>th</sup>. A Conditional Operators License is valid for a period of one year, expiring on June 30<sup>th</sup>.

Per City Code, appeals of a denial of an operator’s license must be reviewed for a recommendation to Council by the Administrative Committee prior to Council taking action. The Council must then choose to approve, approve with conditions or requirements, or deny the application. The Administrative Committee reviewed the application on Tuesday, January 2, 2024 and recommended unanimously that the Common Council approve a Conditional Operator’s license, expiring June 30, 2024, for Ms. Alwin.

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

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

**WHEREAS**, the Common Council has reviewed the reports and recommendations of Police Chief Sinden and the City’s Administrative Committee regarding the Tavern Operator License application filed with the City by Jacqueline Alwin, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council (approve / deny) Jacqueline Alwin’s (Conditional / Regular) Operator’s License with the condition that there are no alcohol license related offenses within the term of this license.

**Offered by:** Administrative Committee

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

**Motion:**

**Second:**

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

**Background** The Council approved the original contact for Design Services with Five Bugles Design, a niche service under the Wendel Companies on June 12, 2022 for the new Fire and EMS Station per Resolution No. 2022-56. The original Scope of Services contemplated a single station but changed to consist of two new Fire & EMS Stations with an anticipated Hard Cost (construction) of \$19.3 Million, Soft Cost (Design and FF&E) of \$5.7 Million for a Total Project Cost of \$25 Million.

This Resolution seeks permission for the Co-Interim Administrators and City Clerk to sign an Amendment to the standard AIA Agreement between the Owner and Architect for Planning and Design Services (Attached) for a percentage-based fee of 6.00% of the awarded construction contract price.

This matter will be reviewed by the Finance Committee at their January 9<sup>th</sup> meeting.

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

**WHEREAS**, on June 12, 2022, the City Council approved an AIA B101 - 2017, Standard Form of Agreement Between Owner and Architect with Five Bugles Design, a niche service under the Wendel Companies umbrella, for the Planning and Design Services for a new Fire/EMS Building;

**AND WHEREAS**, The original Agreement provided compensation to the Architect on a percentage-based fee of 6.50% if cost of the work was at or under \$13 Million or 6.00% if the cost is above \$13 Million, not inclusive of reimbursables;

**AND WHEREAS**, The scope of the project has since expanded at the Council’s direction to include two separate buildings with a combined estimated Construction Cost of \$19.3 Million and estimated Total Project Cost of \$25 Million;

**AND WHEREAS**, The Co-Interim City Administrators have worked with the Architect to prepare and amendment to the original Agreement to accurately reflect the expanded scope of the project.

**NOW, THEREFORE, BE IT RESOLVED** the Co-Interim City Administrators and City Clerk are authorized to execute the attached AIA G802-2017, Amendment to the Professional Services Agreement between Owner and Architect for Planning and Design Services for the Baraboo Area Fire & EMS Stations 1 & 2.

**Offered by:** Finance & Personnel Committee **Approved:** \_\_\_\_\_

**Motion:**

**Second:**

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



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Baraboo Area Fire and EMS District  
Facility

**AGREEMENT INFORMATION:**  
Date: 6/3/2022

**AMENDMENT INFORMATION:**  
Amendment Number: 01  
  
Date: 1/3/2024

**OWNER:** *(name and address)*  
City of Baraboo  
101 South Blvd.  
Baraboo, WI 53913

**ARCHITECT:** *(name and address)*  
Wendel Architecture , PC  
204 E. Grand Avenue, Suite 200  
Eau Claire, WI 54701

The Owner and Architect amend the Agreement as follows:

Section 1.1.1 amend paragraph to state: *Design services for a new Central Fire/EMS Building and Sattelite Fire/EMS Building located on separte parcels, including but not limited to: site planning, alternative development, programming, schematic design, design develement, construction documents, bidding assistance and construction adminstration on sites located in the City of Baraboo*

Section 1.1.3 amend paragraph to state: *The anticipated budget for the project is \$25 million dollars for the total project cost.*

*Section 1.1.4.1 amend schedule as follows:  
Construction Documents Complete: January 2024- (pending USDA-RD authorization)  
Project Bidding: February 2024 (pending USDA-RD authorization)*

*Section 1.1.4.1 amend schedule as follows:  
Construction Commencement date: April 2024*

*Section 1.1.4.3 amnd schedule as follows:  
Substantial Completion date or dates: June 2025*

Except to the extent expressly provided for in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURES:**

\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



Document No.

**EASEMENT UNDERGROUND  
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) City of Baraboo, Wisconsin, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation and Brightspeed of North Central Wisconsin, LLC (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor **in the City of Baraboo, County of Sauk, State of Wisconsin**, said Easement Area to be **twenty (20)** feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area attached hereto and made a part hereof.

This Easement is subject to the following conditions:

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

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
Madison, WI 53718-2148

Parcel Identification Number(s)

206-0299-00000

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

**City of Baraboo, Wisconsin, a municipal corporation**

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

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

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

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

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

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

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

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

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )  
COUNTY OF SAUK ) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_

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

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

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

Notary Public, State of Wisconsin

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

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_

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

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

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

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

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

This instrument drafted by

**Jordan R. Oosterhouse**

**Jerome C. Lund**

Checked by  
November 15, 2023

Project Title:	BARB422 Jefferson St Pt 2
ERP Activity ID:	4297313
Tract No.:	of
Rerow No:	

## Exhibit A

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

Lot One (1) of Certified Survey Map Number 3789, as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin, in Volume 19 of Certified Surveys, Page 3789, as Document Number 666624.

Grantor's ownership referenced on that certain Warranty Deed as recorded on December 29, 1997, as Document Number 667470, in the office of the Register of Deeds for Sauk County, Wisconsin.

### **Easement Area:**

An easement twenty (20) feet in width, lying East of and immediately adjacent to the following described reference line:

Commencing at the Southeast (SE) corner of the said Lot 1;  
thence South 89°22'W' 66.00 feet along the south line of said Lot 1 to the Point of Beginning, also being a point on the north right-of-way of 12<sup>th</sup> Street;  
thence North 00°33'W, 170.00 feet along a westerly lot line of said Lot 1 and there terminating.

Said easement area lying within in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.

RESOLUTION NO. 2024 -

Dated: January 09, 2024

**The City of Baraboo, Wisconsin**

**Background:** This is a three-year contract, see attached, with the Wisconsin Professional Police Association (WPPA) and the City of Baraboo. The existing one-year contract expired on 12/31/2023. City management and WPPA have met and conferred several times throughout 2023 negotiating a contract that was fair and equitable to both parties given the City’s current financial condition. Under this proposed contract, WPPA employees will receive a 4% cost of living adjustment (COLA), retroactive to January 1, 2024, a 6% COLA effective January 1, 2025, and a 6% COLA effective January 1, 2026. In the event that a COLA for non-represented employees exceeds 6% for 2025 and/or 2026, the WPPA cost of living adjustments would be increased to match the respective non-represented employees’ COLA increases.

The cost of living adjustment is equal to that of all other employees for 2024 and is currently budgeted for 2024. The 6% increases in 2025 and 2026 will reduce the wage disparity between WPPA and other neighboring communities’ Police Departments’ wages.

**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 Interim City Administrator and the City Clerk to execute the three-year WPPA contract agreement for fiscal years 2024, 2025, and 2026 as presented.

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

**Motion:**

**Second:**

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

**Tentative Agreements between the City of Baraboo and the Baraboo Professional Police Association (WPPA/LEER) for a successor agreement to the 2023 CBA**

**1. Amend Article 2:**

Term. This Agreement will be implemented at the time of signing by the Parties and will become effective January 1, ~~2024~~ ~~2023~~, and shall remain in full force and effect until and including December 31, ~~2026~~ ~~2023~~. The Agreement shall be automatically renewed from year-to-year thereafter, unless negotiations are initiated by either party between January 1 and July 1, of the year the Agreement is set to expire, unless otherwise mutually agreed to by the Parties.

**2. Amend Article V – Grievance Procedure:**

a. Selection of Arbitrator: The impartial arbitrator, shall, if possible, be mutually agreed upon by the Parties. If an agreement on who the arbitrator will be is not reached within ten days after the date of the notice requesting arbitration, or if the Parties do not agree upon a method of selecting an arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of ~~five~~ an odd number of WERC Staff Arbitrators. The Parties shall alternately strike names, with the Party requesting arbitration being the first to strike a name, until one name remains.

**3. Amend Article X, Wages, Additional Pay and Compensatory Time:**

**4%**

Pay Schedule Effective January 1, 2024	Start	12 months	24 months	36 months	Detectives and SROs
Hourly Rate	31.21	32.74	34.04	35.33	Rate + .50

**6%**

Pay Schedule Effective January 1, 2025	Start	12 months	24 months	36 months	Detectives and SROs
Hourly Rate	33.08	34.70	36.08	37.45	Rate + .50

**6%**

Pay Schedule Effective January 1, 2026	Start	12 months	24 months	36 months	Detectives and SROs
Hourly Rate	35.06	36.78	38.24	39.70	Rate + .50

If non-represented City employees as a group receive a cost-of-living wage increase greater than 6% for the calendar years 2025 or 2026, the bargaining unit employees will receive that same increase in the year of and at the same time as that increase.

**4. Amend Article X, Wages, Additional Pay and Compensatory Time:**

a) All Employees shall be allowed to accumulate compensatory time up to 150 hours in lieu of being paid for overtime. If an employee reaches this maximum and subsequently uses compensatory time, the employee may accumulate additional compensatory time up to this maximum. Employees may elect to cash out up to seventy-five (75) banked compensatory hours per year at any payroll period by giving the City one week's written notice. This shall be paid to the Employee on a separate check. The employee may elect to have this cash out paid into the employee's deferred compensation account by means of payroll deduction.

**5. Amend Article 11 – Sick Leave:**

11.05 Compensation Upon Retirement ~~or Termination~~. Employees who retire or voluntarily quit shall be entitled to compensation of any unused sick leave days up to a maximum of 1200 hours at the time he/she leaves the service of the City by either using it as a credit for the payment of health insurance premiums as long as the employee or spouse is covered by the City's health plan or by deposit into the employee's tax-deferred compensation account. In the case of an Employee's death, this payment shall be made to the Employee's estate under the same conditions set forth above. The value of the credit or deposit shall be based upon the number of unused sick hours at the time of retirement multiplied by the employee's hourly rate at time of retirement.

**6. Amend Article 15 – Clothing and Personal Property:**

15.01 Allotment. On the first day of each year, second payroll of each year in a separate check, each employee will be paid \$750.00 for the purpose of purchasing required clothing and replacing worn-out clothing. New Employees shall receive \$750.00 for clothing purchases when starting employment with the Department.

City of Baraboo

and

Wisconsin Professional Police Association



January 1, ~~2024~~~~2023~~ – December 31, ~~2026~~~~2023~~

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**THIS AGREEMENT BETWEEN THE CITY OF BARABOO AND THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION** is made and entered into by and between the **CITY OF BARABOO**, a Wisconsin municipal corporation, as a municipal employer, with a mailing address of 101 South Boulevard, Baraboo, WI 53913, and **THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC.**, as the representative of certain Employees who are employed by the City of Baraboo in the Police Department, 660 John Nolen Drive, #301, Madison, WI 53713. The City and WPPA may be jointly referred to herein as the Parties or singularly as a Party.

#### ARTICLE I - DEFINITIONS

1.01 Words and Terms Defined. Unless otherwise defined in this Agreement, as used in this Agreement the following words and terms shall have the following meanings:

- **“Agreement”** means this Agreement between the City and the Union.
- **“City”** means the City of Baraboo.
- **“Days”** means calendar days, unless otherwise specified.
- **“Department”** means the City of Baraboo Police Department.
- **“Employee”** means a sworn member of the Department who is represented by WPPA and covered by this Agreement.
- **“Grievance”** means any controversy between the Parties or between any Employee(s) and the City as to a matter involving the interpretation and application of this Agreement, excepting disciplinary actions, job classifications, promotion procedures, and any and all other matters that are governed by §62.13, Wis. Stats. Matters not covered by §62.13, Wis. Stats., will be subject to the grievance procedure as herein provided.
- **“Regular assignment”** and **“regular work shift”** means the position assigned by the Chief of Police.
- **“Seniority”** is determined by the continuous length of full-time service as a sworn member of the Department.
- **“Supervisor”** means a sworn member of the Department who is a Sergeant, Lieutenant, Captain or Police Chief.
- **“Wildcat Strike”** is a strike action undertaken Employees without the Union’s authorization, support, or approval
- **“WPPA,” “Association”** or **“Union”** means the Wisconsin Professional Police Association, Inc.

#### ARTICLE II - SCOPE, TERM, INTENT AND PURPOSE

2.01 Scope. The City recognizes the Union as the exclusive representative of all City employees who have the power of arrest in the Department below the rank of Sergeant who have chosen the Union to represent them for the purpose of negotiating for wages, hours, and conditions of employment.

2.02 Term. This Agreement will be implemented at the time of signing by the Parties and will become effective January 1, ~~2024~~<sup>2023</sup>, and shall remain in full force and effect until and including December 31, ~~2026~~<sup>2023</sup>. The Agreement shall be automatically renewed from year-to-year thereafter, unless negotiations are initiated by either party between January 1 and July 1, of the year the Agreement is set to expire, unless otherwise mutually agreed to by the Parties.

- 2.03 Consistency. It is intended that this Agreement, implemented pursuant to the provisions of §111.70, Wis. Stats., shall be consistent with that legislative authority which devolves upon the Common Council of the City of Baraboo, the statutes, and, insofar as is applicable, the rules and regulations relating to, or promulgated by, the Police and Fire Commission and the Police Chief, and compensation provided for under appropriate municipal budget law and the Wisconsin Statutes.
- 2.04 Nullification. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is now expressly provided by State Statutes, except as expressly limited herein.
- 2.05 Entering into an Agreement. The Parties desire to reach an amicable understanding with respect to the employer-employee relationship which exists between them, and to enter into an agreement covering the Employee's rates of pay, hours of work, and conditions of employment.

### ARTICLE III - FAIR SHARE

- 3.01 Membership Rules. Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an Employee membership because of race, color, creed or sex.
- 3.02 Representation. The Union will represent all of the Employees in the bargaining unit fairly and equally. Employees may elect to pay the Union proportionate share of the cost of the collective bargaining process and Agreement administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.
- 3.03 Monthly Dues. The City agrees to make deductions from the monthly earnings of the Employees in the collective bargaining unit who chose to pay for the services of the Union as follows: For Employees who are members of the Union, the City will deduct the amount certified by the Union as the monthly dues uniformly requested of all members, and pay that amount to the Union following each pay period.
- 3.04 Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any action taken by the Employer under this Section for the purpose of complying with the provisions of this Article.

### ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 Management Rights. The City shall have the sole and exclusive right to determine the number of Employees to be employed, the duties of each of these Employees, the nature and place of their work, and all other matters pertaining to the management and operation of the City, including the hiring, transferring, demotion, suspending, or discharging for cause of any Employee. This shall include the right to assign and direct Employees, to schedule work, including, but not limited to contracting with outside agencies, and to pass upon the efficiency and capabilities of the Employees, and the City may establish and enforce reasonable work rules and regulations. The City shall have the exclusive right to assign all Chapter 51, Wis. Stats., transports and other transports as the City deems appropriate, including, but not limited to, contracting with outside agencies, using on-duty Police Department

personnel and/or using the Department's call-in procedure. Further, to the extent that rights and prerogatives of the City are not explicitly granted to the Union or the Employees, such rights are retained by the City. However, the provisions of this Section shall not be used for the purpose of undermining the Union or discriminating against any of its members. The foregoing is subject to the grievance procedure.

#### ARTICLE V - GRIEVANCE PROCEDURE

5.01 Grievance Procedure. Grievances shall be processed in the following manner:

- Step 1. The Employee and/or Union representative shall take the grievance up orally with the Employee's immediate supervisor within ten days of his/her knowledge of the occurrence of the event causing the grievance, which shall not be more than 14 days after the event. The Employee's immediate supervisor shall attempt to reach a mutually satisfactory resolution to the grievance and, in any event, shall be required to give an answer to the Employee and/or Union representative, as applicable, within five days.
- Step 2. The grievance shall be considered settled in Step 1 unless, within ten days after the Supervisor's answer is due, the grievance is reduced to writing and presented to the Police Chief or designee. A written grievance must contain a description of events (with dates, times, and people involved specified, if known), the specific section(s) of this Agreement allegedly violated, a statement of the relief requested, and the signature of the grieving Employee. The Police Chief or designee shall respond to the grievance in writing within seven calendar days.
- Step 3. The grievance shall be considered settled in Step 2 unless, within ten days from the date of the Police Chief's or designee's written answer or last date due, the grievance is presented in writing to the City Administrator. The City Administrator shall respond in writing to the Employee or the Employee's Union representative, as applicable, within 30 days.
- Step 4. If a grievance is not resolved at Step 3, or if any grievance filed by the Employee cannot be satisfactorily resolved either Party may take the matter to arbitration as hereafter provided

5.02 Arbitration. A grievance shall be considered settled following Step 3, above, within ten days after the last response is received or due, unless the dissatisfied Party requests in writing to the other Party that the dispute be submitted to an impartial arbitrator.

- a) Selection of Arbitrator. The impartial arbitrator, shall, if possible, be mutually agreed upon by the Parties. If agreement on who the arbitrator will be is not reached within ten days after the date of the notice requesting arbitration, or if the Parties do not agree upon a method of selecting an arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit an odd number of WERC staff panel of five arbitrators. The Parties shall alternately strike names, with the Party requesting arbitration being the first to strike a name, until one name remains.

- b) Cost of Arbitration. Each Party shall pay one-half (1/2) of the arbitration filing and hearing fees and the cost of the arbitrator. The Parties shall each bear their own costs and attorney's fees in any arbitration proceeding.
  - c) Decision of Arbitrator. In rendering an award or decision, the arbitrator shall be required to follow the laws of the State of Wisconsin. The decision of the arbitrator shall be final and binding; however, such arbitrator shall be limited to the terms and conditions of the Agreement as written and shall have no power to modify, amend, add to, or subtract from the Agreement. The Arbitrator shall, within 15 calendar days after the conclusion of the arbitration hearing, issue a statement of decision describing the essential findings and conclusions on which the decision is based, including the calculation of any damages awarded. The award shall be binding on the Parties, and judgment on an award may be entered in any court of competent jurisdiction.
- 5.03 General Grievances. Grievances involving the general interpretation, application, or compliance with this Agreement may be initiated at Step 3.
- 5.04 Time Limits. The time limits set forth in this Article may be extended by mutual written agreement of the Parties.

**ARTICLE VI - PROHIBITION OF STRIKES**

- 6.01 Causing Membership to Strike. The Union shall neither cause nor counsel its members to strike for any reason during the term of this Agreement, nor shall it, in any manner, cause them directly or indirectly to commit any concerted acts of work stoppages, slowdown, or refusal to perform any customarily assigned duties for the municipal Employer for any reason during the term of this Agreement. The occurrence of any such acts or actions prohibited in this Section by the Union shall be deemed a violation of this Agreement and shall render the Union subject to the penalties as provided pursuant to and allowable by law. The Union shall not be liable where the acts or actions, herein before enumerated, are not caused or authorized directly, or indirectly, by the Union. However, whether or not the Union is liable for such acts or actions, any Employee who commits any of the actions prohibited in this Section may be subject to penalties prescribed by law.
- 6.02 Wildcat Strike. Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately order, in writing, such members to return to work immediately, providing the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress, has taken place, or that any particular member is or has engaged in a wildcat strike. The Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or to take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

**ARTICLE VII - PROBATIONARY PERIOD, RESIDENCY, NEPOTISM AND TRANSFERS**

- 7.01 Probationary Period Term. All Employees shall serve a probationary period commencing on the date of hire and continuing for 12 full months from satisfactory completion of field training . During the probationary period, the Employee shall be subject to dismissal for any reason without recourse to the grievance procedure.

- 7.02 Residency Requirements. City residency is not a requirement, but Employees are required to reside within 35miles of the police Department.
- 7.03 Lateral Transfers. Upon the appointment of a new Employee to the Department, the Police Chief may consider the Employee’s experience and training when setting the wages, vacation accrual, and work assignment for the Employee within the current pay schedule described in this Agreement.
- 7.04 Nepotism. Employees of the same immediate family may be employed either on a full-time or part-time basis so long as neither member is responsible for the supervision, direction, or evaluation of the other. All such cases involving possible employment of members of the same immediate family must be reported to the City Administrator for approval before final commitment is made. For the purposes of this section, “immediate family” includes:

Employee’s Mother	Employee’s Grandfather	Employee’s Wife
Employee’s Mother-in-Law	Employee’s Brother	Employee’s Husband
Employee’s Step-Mother	Employee’s Half-Brother	Employee’s Son
Employee’s Grandmother	Employee’s Step-Brother	Employee’s Step-Son
Employee’s Father	Employee’s Sister	Employee’s Daughter
Employee’s Father-in-Law	Employee’s Half-Sister	Employee’s Step-Daughter
Employee’s Step-Father	Employee’s Step-Sister	

#### **ARTICLE VIII - WORK SHIFTS**

- 8.01 Regular Workday and Workweek for Patrol Officers. Employee’s working as Patrol Officers shall have a regular workday and workweek consisting of a 12-hour tour-of-duty. The 12-hour shift schedule and rotation shall consist of two teams, Team A and Team B, and each Team shall include a Dayshift (5 a.m. – 5 p.m.) and a Nightshift (5 p.m. – 5 a.m.). Team A and B schedules shall be opposite “days-on” and “days-off” from each other on the following 14-day rotation:
- a) Two days on – two days off / three days on – two days off / two days on – days off during a 14-day cycle (i.e., Mon-Tues ON – Weds-Thurs OFF / Fri-Sat-Sun ON – Mon-Tues OFF / Weds-Thurs ON – Fri-Sat-Sun OFF), with the exception of shifts on Sundays which shall be for eight hours, scheduled by seniority.
  - b) An Employee’s “shift working date” is the actual date the shift begins.
- 8.02 Regular Shift for School Resource Officers. Employees assigned to work as School Resource Officers (“SROs”) shall have a work-day that is scheduled in alignment with the regularly scheduled school week for the Baraboo School District, allowing the SRO to observe/assist student arrival and departure, and shall be five days on and two days off, for 80 hours every two weeks, where “on days” are Monday through Friday and “off days” are Saturday and Sunday.
- a) “Regularly scheduled school week” is defined as Monday, Tuesday, Thursday, and Friday, from 7:30 a.m. – 4:00 p.m., and Wednesday from 7:30 a.m. – 1:30 p.m. In the event the Baraboo School District changes their regularly scheduled school week, the SRO work week shall be adjusted to coincide with the start and end time of the regularly scheduled school week, so long as said adjusted does not violate any other provision for this Agreement.

- b) Work-days or hours may be flexed upon request of the SRO with the prior approval of his/her supervisor and shall be flexed upon request of his/her supervisor for department need as reasonably determined by the supervisor. An SRO shall not be required to flex time solely to circumvent receiving overtime.
  - c) During periods of school vacations, the SRO may be assigned the Patrol Officer schedule as provided for in Section 8.01 or days or may be flexed to accommodate special event staffing or other needs of the Department pursuant to Supervisor approval.
- 8.03 Regular Shift for Canine Handler. Employees assigned to work as a Canine Handler shall work the same shift as Employees assigned to work as Patrol Officers, pursuant to Section 7.01, except the Canine Handler shall start his/her assigned shift one hour later for each 12-hour shift in order to work an 11-hour shift to accommodate care of the canine. The Canine Officer shall work the entire eight-hour shift on Sundays as assigned. The Canine Officer will be subject to call-in and shall be compensated for same under the provisions of this Agreement.
- a) All expenses related to veterinary care and food for the canine shall be borne by the City and approved training equipment will be furnished by the City.
  - b) The canine is and shall remain the property of the City, and the City shall carry proper insurance coverage and indemnify the canine handler assigned to work as the canine handler from liability resulting from the proper performance of job duties.
  - c) Kenneling of the canine while the canine handler is out of town on vacation or other time off will be provided by the City.
- 8.04 Regular Shift for Detectives. Employees assigned to work as Detectives shall work a schedule that consists of five (5) working days and two (2) days off, for eighty (80) hours every two (2) weeks, where “on days” are Monday through Friday and “off days” are Saturday and Sunday. “On days” shall consist of four (4), eight and one-half (8½) hour days and one (1), six (6) hour day during the five (5) days on, to be determined by mutual agreement with the Detective Supervisor or his/her designee. “On days” and/or work hours may be flexed with mutual agreement of the detective(s) and the Detective Supervisor or his/her designee.
- 8.05 Changes to Regular Workday and Workweek. Any change to an Employee’s regular workday and/or workweek shall be subject to mutual agreement to the fullest extent possible, contingent ultimately upon the Management Rights stated in Section 4.1. Employees required to be on standby shall be paid eight (8) hours straight time pay out of each twenty-four (24) hours of such standby or pro-rata thereof. The Police Chief or designee may assign Employees to attend specialized training as an alternative to working their regular shift; however, this provision will not apply to annual in-service.

**ARTICLE IX - RESPONDING TO A CALL TO WORK, STAFFING**

- 9.01 Shift Staffing. Shift staffing for the Department, including for patrol shifts, will be determined by Supervisors and based on the needs of the Department.

- 9.02 Call-In Procedure. Employees shall communicate via email, telephone or the IAR App when they receive a notification to a call-in to work occurring outside of his/her regular work shift. At times, an Employee will be required to respond to a call-in to work based on a Supervisors request due to urgent need. A minimum of two hours at time and one/half shall be granted to any Employee who is requested to and reports to work outside of his/her regularly work shift This provision shall not apply to Employees who are asked to report early for their regularly scheduled shift or to remain on duty after their regularly scheduled shift has ended. Notification of the Employee by email, telephone, or the IAR App, shall suffice as proper notification under this section.
- 9.03 Posting Procedure. As needed to ensure adequate staffing levels and for special assignments, the Department may post requests for Employees to volunteer for overtime work. Postings will be placed at a location in the Department that is accessible to all Employees. If a vacancy is predictable, an Employee may sign up for such vacancy. If an Employee is on vacation or other leave of absence, he/she shall be notified of vacancies for sign-up that occur after he/she returns to duty, if possible.
- If multiple Employees sign up for a posting, the selection will be as follows:
- a. Offered by seniority within the patrol division, then SRO/Detective, then non-represented employees (i.e. Supervisors), if qualified.
  - b. Ordered by inverse seniority
- 9.04 Use of Call-In procedure. Call-ins for Employees will be by seniority. If no Employees want to accept a call-in request, the opportunity will then be offered to non-represented Employees (i.e., Supervisors) prior to ordering in an Employee(s), if necessary, by inverse seniority
- 9.05 Early Call-In and Hold-Over of Officers. Employees may be assigned overtime without utilizing either the call in or posting procedures when the overtime assignment is attached to the beginning or end of the Employee's shift. Employees may be called in a maximum of two hours early before a shift or be held over a maximum of four and one/quarter (4-1/4) hours (half-shift) after a shift. It is recognized that in the event of an investigation, the Employees overtime may extend over four and one/quarter (4-1/4) hours.
- 9.06 Events Outside Jurisdiction. If a scheduled event outside of the City's jurisdiction creates patrol overtime beyond early call-in or holdover, as described in Section 9.01, the overtime shall be offered in accordance with the existing posting procedures.
- 9.07 Training Schedules. Employees are required by the State of Wisconsin to complete 24 hours of in-service training per year, but more may be required by the Police Chief or designee.
- a) If an Employee wishes to work his/her regularly assigned shift in addition to attending training during the same workday, the Employee will be permitted to do so and will receive compensatory time at a rate of time and one/half (1 1/2) for those additional hours worked. Employees are required to inform the Lieutenant or designee of their choice to facilitate scheduling. Employees who are assigned to attend training during the hours of their regularly scheduled shift will attend training in lieu of working the shift. Attendance at such scheduled in-service sessions will be required. Employees shall receive time and one/half (1 1/2) compensatory time for all time spent at such sessions unless they attend during their normally

scheduled work hours. Compensatory time earned for in-service shall be in addition to the compensatory time in Section 10.08, however, compensatory time earned for in-service must be used in the year earned, except carryover may be allowed with the police Chief's approval.

b) When an Employee is assigned to training during his/her regular work shift, the Employee is responsible for completing hours equal to his/her normal shift hours. If necessary, after training is complete the Employee will report to duty for the balance of his/her duty hours or take compensatory time.

c) When an Employee is assigned to "overtime" to attend a training session, and that training session ends early, the Employee is only compensated for the hours of the training (which may, in some instances, include travel time to and from the Police Department).

**ARTICLE X - WAGES, ADDITIONAL PAY AND COMPENSATORY TIME**

10.01 Pay Range - Step Schedules. Employees are paid an hourly rate<sup>1</sup>, as shown below:

<u>Pay Schedule Effective</u> <u>January 1, 2023</u>	<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>Detectives and SROs</u>
<u>Hourly Rate</u>	<u>30.01</u>	<u>31.48</u>	<u>32.73</u>	<u>33.97</u>	<u>Rate + .50</u>

4%

<u>Pay Schedule Effective</u> <u>January 1, 2024</u>	<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>Detectives and SROs</u>
<u>Hourly Rate</u>	<u>31.21</u>	<u>32.74</u>	<u>34.04</u>	<u>35.33</u>	<u>Rate + .50</u>

6%

<u>Pay Schedule Effective</u> <u>January 1, 2025</u>	<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>Detectives and SROs</u>
<u>Hourly Rate</u>	<u>33.08</u>	<u>34.70</u>	<u>36.08</u>	<u>37.45</u>	<u>Rate + .50</u>

6%

<u>Pay Schedule Effective</u> <u>January 1, 2026</u>	<u>Start</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>Detectives and SROs</u>
<u>Hourly Rate</u>	<u>35.06</u>	<u>36.78</u>	<u>38.24</u>	<u>39.70</u>	<u>Rate + .50</u>

If non-represented City employees as a group receive a cost-of-living wage increase greater than 6% for the calendar years 2025 or 2026, the bargaining unit employees will receive that same increase in the year of and at the same time as that increase.

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<sup>1</sup> This statement references MOU #5 regarding In-Service Training approved by the City & Union on December 18, 2002.

- 10.02 Detective and SRO Pay. Detectives and SROs shall receive an additional fifty cents (\$0.50) per hour in their respective range, as indicated in Section 10.01.
- 10.03 Field Training Officer Pay. Employees assigned to work as a Field Training Officer shall receive an additional fifty cents (\$0.50) per hour for time worked in this assignment.
- 10.04 Special Assignment Pay. When the need for a temporary special assignment arises, the Chief of Police, with input from the supervisory staff, shall make a temporary assignment of an Employee to special duty. The basis of the selection of the Employee shall include the Employee's prior work performance, training, experience, and overall department staffing requirements. When all factors are equal, seniority shall prevail in the selection of the Employee assigned. The assigned Employee shall receive an additional \$.40 per hour to his/her current hourly rate of pay when so selected and assigned.
- 10.05 Work Related Telephone Contact. Employees who are off-duty and who are contacted by phone by the City regarding a work-related issue, including by a prosecutor, Court or as part of an administrative law proceeding, shall be compensated at time-and-one-half (1 1/2) of the Employee's hourly rate of pay for any phone call that exceeds ten (10) minutes duration. No other compensation minimums apply. Employees may be required to verify requests for compensation under this provision upon request by the Police Chief or designee.
- 10.06 Overtime. Employees who work in excess of their regularly scheduled work shift shall be paid one and one-half (1 1/2) times the Employee's regular hourly rate for all overtime hours worked so long as the prior authorization of the Police Chief or his/her designee is obtained. Required schooling outside of an Employee's regularly scheduled workday duty hours, excluding the forty (40) hours in-service training, shall be paid at one and one-half (1 1/2) times the Employee's straight time hourly rate, provided authorization has been obtained from the Police Chief. Voluntary schooling outside regular duty hours shall be paid at straight time, provided authorization has been obtained from the Police Chief or his/her designee. The Baraboo Police departmental firearm training (weapons qualification and re-qualification) is considered required schooling. The Police Chief or designee will schedule departmental firearms training. Each Employee will be paid at one and one-half (1 1/2) times the Employee's straight hourly rate, with a two-hour minimum, if firearm training is scheduled outside the Employee's regular duty hours. For the limited purpose of monthly range instruction assignment, on an individual case-by-case, month-to-month basis, individual certified firearms instructors may mutually agree to flex their schedule in lieu of earning overtime.
- 10.07 Shift Leader. When the senior Employee of a shift is required to act as Shift Leader, he/she shall be compensated at a rate of an additional \$2.50 per hour for the actual hours worked as Shift Leader, so long as the Employee is qualified to work as the Shift Leader as determined by the Police Chief or Designee. Any Employee required to act as Shift Leader will perform those duties to the best of his/her ability. Failure to act as Shift Leader when assigned will result in discipline or discharge. Shift Leaders will not be disciplined or discharged for any good faith decisions made while acting as Shift Leader. Probationary Employees shall not act as Shift Leader. In summary, the most Senior Employee on duty will have the responsibility of Shift Leader.
- 10.08 Holiday Pay. Employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during a vacation. Such Employees will be entitled to another vacation day. Employees shall receive one and one-half (1 1/2) times their hourly rate for all hours worked on a holiday. Employees who do not work on holidays are entitled to eight and one-half (8 1/2) hours straight time

pay for such holidays. Employees who are required to work on a holiday that is normally a scheduled day off, shall receive double time (2x) pay in addition to receiving the holiday pay for all holidays worked, as follows:

New Year's Day	Memorial Day	Labor Day
Thanksgiving Day	Friday before Easter	Martin Luther King, Jr. Day
Easter	Fourth of July	Day before Christmas
Christmas		

One (1) Personal Holiday to be taken by mutual consent by the Employee and Management

Personal holidays are scheduled by mutual agreement between the Employee and the Police Chief and are selected on a seniority basis.

#### 10.09 Compensatory Time.

- a) All Employees shall be allowed to accumulate compensatory time up to 150 hours in lieu of being paid for overtime. If an employee reaches this maximum and subsequently uses compensatory time, the employee may accumulate additional compensatory time up to this maximum. Employees may elect to cash out up to seventy-five (75) banked compensatory hours per year at any payroll period by giving the City one week's written notice. This shall be paid to the Employee on a separate check. The employee may elect to have this cash out paid into the employee's deferred compensation account by means of payroll deduction.
- b) Employees may take compensatory time for a full-shift, part of a shift, or as part of a duty exchange during shift overlap, pursuant to the following:
  - i) If the compensatory time will be for the full-shift, prior approval must be received from a Supervisor, and the approval shall be at the sole discretion of said Supervisor.
  - ii) If the compensatory time will be for the first part of a shift, prior approval must be received by a Supervisor, and the approval shall be at the sole discretion of said Supervisor.
  - iii) If the compensatory time will be for part of a shift that has already started (e.g., an officer takes off the last two hours of a shift, or for two hours during a shift that has already started), prior approval must be received by the working Sergeant or the working Shift Leader, and the approval shall be at the sole discretion of the working Sergeant or the working Shift Leader.
- c) Compensatory time may be cancelled at any time at the discretion of the Department if the use of the time unduly disrupts the operations of the Department. If the Compensatory Time is cancelled, the Employee must report to duty as soon as possible with no unnecessary delay. If called in, any time lost from the shift will be deducted in Compensatory Time in increments of one/quarter hour.
- d) When there are multiple requests for the use of compensatory time at the same time, it will be granted on the basis of seniority in 12-hour blocks, 8.5 hour blocks, 8 hour blocks or (for SROs and Detectives) 6 hour blocks, depending on the Employee's regular working shift. Requests for full shifts off will take precedence over requests for partial shifts off.

- 10.10 Mileage. Employees who have the prior approval of the Police Chief or designee and who use their private vehicle in connection with their employment shall be reimbursed at the standard per-mile reimbursement rate approved annually by the Internal Revenue Service.
- 10.11 Cancelled Appearances. If a scheduled court appearance is cancelled with less than twenty-four (24) hours' notice, a minimum payment of two hours at time and one-half shall apply.

#### ARTICLE XI - SICK LEAVE

- 11.01 Definitions. As used in this Article, the following words and terms shall have the following meanings:
- **“Immediate family”** means the Employee’s spouse, child, stepchildren, grandchildren, or parent, if parent is living within the household of the Employee.
  - **“Sick leave”** means an absence from duty of an Employee because of his/her illness or bodily injury, or that of a member of his/her immediate family and includes the Employee or the Employee’s immediate family going to a doctor for medical tests or wellness care.
  - **“Sick leave credits”** means the number of hours of sick leave the Employee can accrue.
- 11.02 Sick Time Rules. In order to be granted sick leave with pay, the Employee must adhere to the following:
- a) Report reason for absence from work promptly.
  - b) Keep the City informed of his/her condition.
  - c) Permit the City to make such medical inquiry or visit as it may determine necessary.
  - d) Submit doctor’s certificate for any absence of more than three working days certifying as to inability to work, unless excused by the Police Chief.
  - e) When an insufficient sick leave balance remains to cover the absence of an Employee, the remainder shall be charged either to accumulated vacation or leave without pay, at the Employee’s option.
- 11.03 Accrual of Credits. Sick leave credits accrue as follows:
- a) All Employees shall earn one day of sick leave for any month where the Employee has completed 13 days of compensated service. The amount of sick leave earned per month shall be based on the schedule worked by the Employee for that month: one day of sick leave means eight and one half (8.5) hours for employees working 12-hour shifts, eight hours for employees working eight hour shifts, and eight and one-half hours for employees working eight and one-half (8 ½) hour shifts.
  - b) No Employee shall be credited with an accumulation of more than 1200 hours of sick leave credits.
  - c) Employees shall not be required to use sick leave in the case of an on-the-job injury when Workers’ Compensation benefits are paid to the Employee.
  - d) Employees will receive eight and one-half hours of additional pay when six consecutive months have passed without that Employee using sick leave. As long as there are six consecutive months without using any sick leave when this Employee is at the maximum of 1200hours of sick leave, the additional day of pay will be granted in the month of December that follows the six-month period being addressed. The six consecutive months do not have to be within the same calendar year.

*Note: One employee has reached an accumulation of 1275 hours. That employee will be allowed to keep the excess 75 hours and use them. The 1200-hour limit applies and the employee will not be allowed to accrue additional sick days until his bank falls below 1200 hours.*

- 11.04 Insufficient Sick Leave Credits. If an Employee is absent from work for any reason set forth under Section 11.01, and at such time has accumulated insufficient sick leave to cover the time lost, the time off will be unpaid, unless the employee elects to use earned and unused vacation or compensatory time.
- 11.05 Compensation Upon Retirement ~~or Termination.~~ Employees who retire or voluntarily quit shall be entitled to compensation of any unused sick leave days up to a maximum of 1200 hours at the time he/she leaves the service of the City by either using it as a credit for the payment of health insurance premiums as long as the employee or spouse is covered by the City's health plan or by deposit into the employee's tax-deferred compensation account. In the case of an Employee's death, this payment shall be made to the Employee's estate under the same conditions set forth above. The value of the credit or deposit shall be based upon the number of unused sick hours at the time of retirement multiplied by the employee's hourly rate at time of retirement.
- 11.06 Anticipated Time Off. In the event that an Employee is aware in advance that they will need to take sick leave, it shall be the duty of the Employee to notify the Police Chief as far in advance as possible, in writing, of the anticipated time and duration of such sick leave, the reason for requesting such sick leave, and medical certification that the Employee will be able to perform his/her normal work function. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An Employee on sick leave is required to notify the Police Chief at the earliest possible time of the anticipated date on which the Employee shall be able to resume his/her normal duties. The Police Chief may require a certificate from a physician that the Employee on sick leave is medically unable to perform his/her normal duties, and such certification may be required for each month the Employee is on sick leave. In the event that an Employee is on sick leave and fails to return to work as soon as he/she is medically able to perform his/her assigned duties, he/she may be deemed to have resigned his/her position with the Department and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the Employee who is on sick leave only for the actual service day missed due to medical inability to perform his/her duties.
- 11.07 Light Duty. If an Employee provides the Police Chief with a certificate from his/her doctor that the Employee can safely perform light duty, the Employee shall be provided with light duty for the duration of the illness or injury up to a maximum period of one year. The Employee shall not be returned to his/her regular duties until such time as his/her doctor certifies that he/she is able to safely perform regular duties. After returning from light duty, additional light duty is available subject to the amount already used. Additional available light duty time shall be prorated based on the amount of time used and the additional light duty time shall be earned on a monthly basis, e.g., after using one month of light duty, only eleven months are available until an employee has worked an additional month at full duty, and after two months of light duty, only ten months are available until an employee has worked an additional two months at full duty.
- 11.08 Catastrophic Leave Account. A Catastrophic Leave Account ("CLA") will be created for each Employee for the purpose of accumulating additional sick leave time up to 255 hours. To be eligible, an Employee must already have reached his/her maximum sick leave accrual limit. Employees may only use this CLA time during the event of a major illness when other sick leave time has been exhausted. Time

accumulated in the Catastrophic Leave Account is not reimbursable when an Employee terminates or retires from service with the City.

## ARTICLE XII - VACATION

12.01 Rate of Earning. Vacation leave shall be earned and paid out based on a maximum workday of eight and one-half (8 ½) hours for all Employees. The following annual vacation schedule shall apply:

- 59.5 hours of vacation after completion of one year of service;
- 119 hours of vacation after completion of 2 years of service;
- 178.5 hours of vacation after completion of 5 years of service;
- 204 hours of vacation after completion of 8 years of service;
- 212.5 hours of vacation after completion of 14 years of service.

12.02 Using Vacation Time. Vacation leave shall not be cumulative and Employees shall take vacation during the calendar year in which it is earned. If an Employee takes vacation before it is earned, the Employee shall be required to pay back to the City that amount not earned if the Employee leaves the employ of the City. Vacation time may be used in increments up to and including 12 hours. Employees may carry over up to 12 hours of vacation time; any hours in excess of the 12 hours will be forfeited.

12.03 Rules for Scheduler. The Police Chief shall schedule vacation, giving due consideration to seniority rights, the needs of the Department, and to the remaining staff to perform the necessary duties of the Department; however, scheduling of Department employees outside of the bargaining unit shall not affect the scheduling of Employees covered under this Agreement.

12.04 Time-Off Requests. The vacation draw process will be open for submissions on December 1<sup>st</sup> of each year, by utilizing the Department scheduling software, and the process will be closed at the end of the day (11:59 p.m.) on December 31<sup>st</sup>. Each Employee will be afforded the opportunity for his/her first, second, and third priority vacation draws for the period of January 1<sup>st</sup> to December 31<sup>st</sup> of the new calendar year. These three draws will be approved on a seniority basis and on a rotating basis. This means that in accordance with seniority, each Employee will get a first draw. When all Employees have received their first draw on the basis of seniority, the second draw process will be completed, and then the third draw.

- a) Each Employee may submit his/her three priority draws if he/she desires, but if each phase of the priority draw process is not completed as noted above, that person may be bumped. In other words, a first draw request supersedes a second draw request if the dates requested are in conflict.
- b) Vacation requests made on or after January 1<sup>st</sup> will be considered on a first-come first-served basis.
- c) If an Employee selects a vacation day that is on a holiday, he/she will receive an additional vacation day to be scheduled by mutual agreement between the Employee and Police Chief.
- d) Vacation draw requests shall be responded to by the City no later than the end of the day (11:59 p.m.) on January 31<sup>st</sup> of the new calendar year.
- e) Nothing contained in this section shall be construed to mean that management is waiving its right to rescind approved vacation time in the case of a bona fide emergency or in the best interests of the Department (examples of when vacation may be rescinded include, but are not limited to, unanticipated staffing shortages, Departmental emergencies, natural disasters, etc.).

- 12.05 Order of Time Off. Vacation supersedes the use personal (floating) holidays, and personal holidays supersede the use of compensatory time-off.
- 12.06 Vacation Use by New Employees. New Employees shall not be allowed to use vacation for the first nine (9) months of employment.

**ARTICLE XIII - FUNERAL LEAVE**

- 13.01 Paid Funeral Leave. Paid funeral leave of up to 24 hours for Employees assigned to work a regular eight hour shift, 25 ½ hours for Employees assigned to work a regular eight and one/half hour shift, and 32 hours for Employees assigned to work a regular 12 hour shift, as applicable and as determined by the Employee’s assignment at the time of the paid funeral leave use, will be granted to full-time Employees for absences from work cause by a death in the employee’s immediate family. For the purpose of this Article, “immediate family” means:

Employee’s Mother	Employee’s Grandfather	Employee’s Wife
Employee’s Mother-in-Law	Employee’s Brother	Employee’s Husband
Employee’s Step-Mother	Employee’s Half-Brother	Employee’s Son
Employee’s Grandmother	Employee’s Step-Brother	Employee’s Step-Son
Employee’s Father	Employee’s Sister	Employee’s Daughter
Employee’s Father-in-Law	Employee’s Half-Sister	Employee’s Step-Daughter
Employee’s Step-Father	Employee’s Step-Sister	Employee’s Grandchild
Employee’s Domestic Partner <sup>2</sup>		

- 13.02 Guardian or Foster Parent. Under certain circumstances, a guardian or foster-parent arrangement may exist. If this relationship existed in the case of a *part-time* or *seasonal employee*, because of that status, the employee would not be paid for such leave. However, if the employee is a full-time employee, such a relationship may be considered on the same level as a biological parent. Under those circumstances the City Administrator should be consulted before proceeding further.

- 13.03 Other Family Members. Paid funeral leave of up to eight hours for Employee’s assigned to work a regular eight hour shift, eight and one/half hours for Employees assigned to work a regular eight and one/half hour shift, or 12 hours for Employees assigned to work a regular 12 hour shift, as applicable and as determined by the Employee’s assignment at the time of the paid funeral leave use, will be grated to full-time Employees for absences from work caused by the death of an employee’s other family member. For the purpose of this Article, “other family members” means:

Spouse’s Parent	Employee’s Sister-in-Law	Employee’s Nephew
Spouse’s Grandparent	Employee’s Aunt	Employee’s Step-Mother-in-Law
Spouse’s Step-parent	Employee’s Uncle	Employee’s Step-Father-in-Law
Employee’s Brother-in-Law	Employee’s Niece	Employee’s Great Grandparent

- 13.04 Deceased Friend Leave. Time off may be granted at the discretion of the Police Chief or designee for a full-time Employee to attend the funeral services of a deceased friend. If permission is given by the

<sup>2</sup> : “‘Domestic partner’ is defined to cover those individuals considered domestic partners under the City’s health insurance plan.”

Police Chief or designee to attend such services for a deceased friend, the Employee may request the use of his/her compensatory or vacation time to cover the missed wages.

**ARTICLE XIV - PROMOTIONS, VACANCIES**

- 14.01 Promotions. When promoted, Employees shall be placed on the next higher range step of their old positions for the duration of a one year probationary period. At the conclusion of the one year probationary period, employees shall be placed at their appropriate range step.
- 14.02 Filling Vacancies. When new classifications are created or vacancies exist within the bargaining unit , bargaining unit employees shall be given the first opportunity to fill such vacancies. The filling of those vacancies shall be determined on the basis of relative ability, experience, and other qualifications as substantiated by an Employee's personnel records, including his/her performance appraisals. Where ability, experience, qualifications, and performance are relatively equal, seniority shall be the determining factor. If not promoted, the Employee will be notified of the reason.

**ARTICLE XV - CLOTHING AND PERSONAL PROPERTY**

- 15.01 Allotment. On the ~~first day of each year~~ second payroll of each year in a separate check, each employee will be paid \$750 for the purpose of purchasing required clothing and replacing worn-out clothing. New Employees shall receive seven hundred fifty dollars (\$750) for clothing purchases when starting employment with the Department.
- 15.02 Reimbursement for Damages to Personal Property. Upon the filing of a bona fide claim with the Police Chief, the City will reimburse an Employee up to a maximum of fifty dollars (\$50.00) per year for personal belongings that are damaged in the line of duty.
- 15.03 Ballistic Vest Purchases. The Department will purchase ballistic vests for initial issue and replacement as deemed appropriate by the Chief of Police. Vests will be purchased in accordance with specifications established by the Department at prices agreed upon with the vendor. If an Employee wishes to purchase a vest which meets the minimum specifications of the Department, but costs more than the vest authorized for purchase, the Employee may do so with the approval of the Chief of Police. The Employee will pay the additional cost of the vest from personal funds or clothing allowance. After the equipment has been in service for 30 consecutive months by the Employee, the vest becomes the personal property of the Employee. If the Employee leaves the Department prior to 30 consecutive months of use of the vest, the Employee may purchase the vest from the Department based upon a proration of the original cost to the Department. If the Employee does not wish to purchase the vest, the Department will retain possession; however, if the Employee paid personal funds for a more costly vest, the Department will not reimburse the Employee for this portion of the cost.

**ARTICLE XVI - LONGEVITY**

- 16.01 Rates. Longevity is to be paid to all full-time Employees at the following rates:
  - Three consecutive years of Service with the Department ..... \$60.00 Annually
  - Four consecutive years of Service with the Department..... \$80.00 Annually
  - Five consecutive years of service with the Department..... \$100.00 Annually
  - Each year of consecutive service with the Department after Five Years ..... \$20.00 per Year

- 16.02 Applicability. Employees shall receive longevity pay pursuant to Section 16.01 after completion of the prescribed years of Department employment. Longevity pay shall be computed from the first of the month following the anniversary of the Employee's date of hire. Payment shall be made on the next regular payday. An authorized leave of absence without pay or sick leave in excess of accrued sick leave benefits, shall not be counted in computing years of service.

#### ARTICLE XVII - HEALTH AND WELFARE

- 17.01 Lunch Breaks. Employees are entitled to two 30-minute lunch breaks for each 12-hour shift worked and one 30-minute lunch break for each eight or eight and one-half hour shift worked.
- 17.02 Group Health Insurance plan. The City will provide a group health insurance plan for all regular full-time employees and their dependents.

a) City Contribution. The City will pay the premium for single or family health insurance in the amount of ninety (90%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area or the maximum contribution as allowed by law. The remaining premium, if any, shall be paid by the Employee via payroll deduction.

b) Retirees. Those employees who have retired from the Department may, at their own expense, choose to continue their coverage through a health care plan offered by the City until they reach the age of 65 or become eligible for Medicare. Such premiums must be submitted by the retiree on or before the premium due date. If the retiree in question fails to submit any such monthly premium to the City by this date, the employee's coverage under the policy shall be deemed to have terminated. An Employee's spouse can remain in the City's Health Insurance Plan at his/her own expense if the Employee dies and, in this regard, the Employee and/or the Employee's spouse can remain in the plan until reaching the age of 65 or becoming eligible for Medicare.

- 17.03 Income Continuation Insurance. The City shall provide Income Continuation Insurance through the Wisconsin Public Employers' Group Income Continuation Insurance Program on behalf of eligible Employees.
- 17.04 Participation in Retirement Plan. Each Employee shall be a participant of the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement System Board. The City shall pay the Employer's contribution amount of such retirement plan pursuant to the required amount per State law for all Employees and shall also pay the Employee's contribution amount for all Employee's employed by the City as a sworn law enforcement officer prior to September 1, 2012.

#### ARTICLE XVIII - SENIORITY

- 18.01 Return to Bargaining Unit. With the mutual agreement of the City, an Employee shall be able to return to the bargaining unit without loss of seniority within the bargaining unit during the probationary period. For the purposes of this section, probationary period shall mean duties worked in the Department outside of a position in the bargaining unit.

- 18.02 When Seniority Applies. Seniority shall apply to layoff from work, recall after layoff from work, and vacation scheduling. Seniority shall also apply to shift preference so long as there are enough qualified Employee's to staff each shift. An Employee shall only be allowed to change shifts when a vacancy occurs on another shift. In addition, each November 1<sup>st</sup> – November 30<sup>th</sup> Employees will be allowed to select shifts with such change to be effective on or about January 1<sup>st</sup>. Such shift changes are to be based on seniority, preference, and rank. It is understood such shift changes will be made based upon seniority so long as there are enough qualified Employee's to staff each shift. If there are no shift openings that accommodate the shift preferences submitted, these requested preferences will expire effective January 1<sup>st</sup>. If shift openings occur between January 1<sup>st</sup> and the following November 1<sup>st</sup>, the openings will be posted and assignment will be made by seniority when there are enough qualified Employee to staff each shift.
- 18.03 Loss of Seniority. Seniority shall not be lost in the event of a layoff of two years or less. The seniority and employment relationship between the City and the Employee shall be broken and terminated if the Employee resigns or quits, is discharged from employment, fails to report to work within five working days after termination of a leave of absence, is retired, or is on layoff for more than two years.

#### **ARTICLE XIX UNION ACTIVITY**

- 19.01 Union Meetings. The Union may conduct periodic meetings as called by the Association President to discuss Association business. The meetings may be held at City Hall and Employees may attend Union meetings while on duty only for the purpose of agreement proposal preparation and the ratification of any proposed Collective Bargaining Agreement between the Parties. The meeting shall not last longer than ninety (90) minutes for Employees on duty, who must then return to their active shift. Employees on duty are subject to calls for service. The meetings shall be posted at the Police Station and the Police Chief must be notified twenty-four (24) hours in advance of the meeting time. Designated Union Officers shall be allowed to carry out related duties without loss of pay.
- 19.02 Meeting Locations. Union related meetings and/or discussions, whether formal or informal, should whenever reasonably possible be conducted in a separate office or workspace not already occupied by on-duty personnel who are working and not part of the discussion.

#### **ARTICLE XX - MISCELLANEOUS PROVISIONS**

- 20.01 Maintenance of Standards. The City agrees that all conditions of employment pertaining to wages, hours of work, and general working conditions shall be maintained.
- 20.02 Savings Clause. If any Article or Section of this Agreement, or any addendums thereto, shall be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of negotiating a substitute clause for such Article or Section.
- 20.03 Amendments. Amendments to this Agreement may be made only upon written mutual consent of the Parties.

20.04 Notice. Written notices to the City as required herein must be mailed to both the City Clerk and to the City Administrator at 101 South Boulevard, Baraboo, WI 53913.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

**FOR THE CITY OF BARABOO**

\_\_\_\_\_  
Rob Nelson, Mayor **Date:** \_\_\_\_\_

\_\_\_\_\_  
~~Casey Bradley~~ Tom Pinion, Interim City Administrator **Date:** \_\_\_\_\_

\_\_\_\_\_  
Brenda Zeman, City Clerk **Date:** \_\_\_\_\_

**FOR THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC.**

\_\_\_\_\_  
Jeff Spencer, WPPA Business Agent

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

\_\_\_\_\_  
Mark Creighton, Association President

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

The City of Baraboo, Wisconsin

**Background:** This is amending Section **13.19 LEAD SERVICE LINE REPLACEMENT** of the City of Baraboo Code of Ordinances, created in December 2021, to add a subsection for Private Lead Service Line Replacement Funding. Since 2018, the Water Utility has obtained grant funding for private lead service line replacements. Unfortunately, grant funding is no longer available; however, money is now available from the Safe Drinking Water Revolving Loan Program that the City can use to establish a low interest loan program for residents that need to replace their lead service line from the curb stop to their house.

State Statutes permit a municipality to establish a loan program for property owners to replace their lead service lines. In order to use this alternative, a municipality should adopt an ordinance establishing a loan program under Wis. Stat. § 66.0627(8)(ag). It is important that this loan program be established and administered by the municipality, not the water utility. Because this is a municipal program and water utility funds will not be used, Public Service Commission approval is **not** required for this alternative.

A loan agreement between the municipality and the property owner should set forth the amount of the loan, the interest rate, the length of the term, and collection of loan repayments as a special charge on the property owner’s tax bill.

This was reviewed by the Public Safety Committee at their January 8<sup>th</sup> meeting.

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

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

1. Section 13.19 of the Baraboo Municipal Code of Ordinances is hereby created as follows:

**13.19 LEAD SERVICE LINE REPLACEMENT**

- (1) INTENT and PURPOSE. The Common Council finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead service lines in use within and attached to the City water system, and, to that end, declares the purposes of this section to be as follows:
  - (a) To ensure that the water quality at every tap of a City water customer meets the water quality standards specified under federal and state law;
  - (b) To reduce the lead in City drinking water to meet the Environmental Protection Agency standards and ideally to a lead contaminant level of zero in City drinking water for the health of City residents; and
  - (c) To eliminate the constriction of water flow caused by mineral rich groundwater flowing through lead service pipes and the consequent buildup of mineral deposits inside those lead pipes.
- (2) DEFINITIONS. Definitions of terms used in this section are provided below:
  - (a) “City water system” means the water supply system owned by and located within the City.
  - (b) “Customer service line” means the portion of a water service line that extends from the outlet of the curb stop to the inlet of a customer’s water meter.
  - (c) “Lead service line” means (i) all or a portion of a water service line constructed of lead, and/or (ii) all or a portion of a water service line constructed of galvanized iron that is or was connected to a water service line constructed of lead. The term includes both customer service lines and utility service lines.
  - (d) “Utility” means the Baraboo Water Utility.
  - (e) “Utility service line” means the portion of a water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop.
  - (f) “Water service line” means the service line that extends from the water main to a customer’s water meter.

(3) IDENTIFICATION OF LEAD SERVICE LINES

- (a) The Utility shall create and maintain a record of the location of all identified lead service lines in the City.
- (b) Utility representatives shall have the right, upon the presentation of credentials, to request to enter a property connected to the City water system at any reasonable time and inspect that property's customer service line. Any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system shall allow the Utility to inspect the customer service line. If entry is refused, the Utility shall obtain a special inspection warrant under Wis. Stats. §66.0119.
- (c) The Utility shall provide written notice to any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system if that property has been inspected and determined to have a lead service line.

(4) LEAD SERVICE LINE REPLACEMENT REQUIREMENT.

- (a) All existing lead service lines that are connected to the City water system must be replaced with water service lines constructed of materials approved by the City.
- (b) Existing lead service lines that are connected to City water mains or Utility service lines that will be replaced or reconstructed as part of a City construction project must be replaced in conjunction with that City construction project. No lead service lines shall be reconnected to a City water main or a Utility service line that was replaced or reconstructed.
- (c) Existing lead service lines that develop a leak or otherwise need repair may not be repaired but must be replaced.
- (d) Other lead service lines shall be replaced in accordance with a schedule developed by the Utility. The schedule shall be developed to eliminate all lead service lines in the City by October 1, 2036.
- (e) Property owners shall replace their customer service lines that meet the definition of a lead service line according to the schedule developed by the Utility. The City or Utility or both may issue citations and penalties prescribed by City ordinance on a property owner that fails to replace their customer service line that meet the definition of a lead service line as required by the schedule.

(5) FINANCIAL RESPONSIBILITY AND ASSISTANCE.

- (a) A property owner shall be responsible for the cost of replacing the portion of a lead service line that is a customer service line that serves their property. The Utility shall be responsible for the cost of replacing all lead service lines that are Utility service lines.
- (b) The City may establish a program to provide financial assistance to property owners replacing lead service lines.

**(6) PRIVATE LEAD SERVICE LINE REPLACEMENT FINANCING**

**(a) PURPOSE.** *The Common Council finds that the replacement of public and private lead service lines protects public health and promotes the general welfare of City residents. The purpose of this section is to facilitate loans to property owners to replace private lead service lines by treating principal and interest repayments, fees and other charges for these loans as special charges eligible for inclusion on the tax bill for these properties.*

**(b) DEFINITIONS.**

1. *"Annual installment" means the portion of the private LSL replacement loan amount that is due for a particular year under the private LSL replacement loan agreement.*
2. *"Borrower" means a property owner who enters into a private LSL replacement loan agreement with the City to fund the replacement of a private lead service line on the borrower's property.*
3. *"Loan agreement" means a written agreement among a borrower and the City as provided in subsection 4.*
4. *"Loan amount" means the amount of principal, interest, administrative fees, and other loan charges under the loan agreement to be paid by the borrower under the private LSL replacement loan.*
5. *"LSL" means lead service line.*
6. *"Private LSL replacement loan" means a loan made by the City to a borrower under this section for the replacement of a private lead service line on a subject property.*
7. *"Private LSL" means a customer-side water service line, as defined in Wis. Stat. s. 196.372(1)(a), constructed of lead or constructed of galvanized iron that is or was connected to a water service line constructed of lead.*

8. *"Subject property" means any property on which a private lead service line replacement has been made and financed through an outstanding private LSL replacement loan.*
- (c) *LOAN APPLICATION AND APPROVAL. A prospective borrower applying for a private LSL replacement loan must comply with the loan application process established by the City. The City will review and determine whether to approve the loan application.*
- (d) *LOAN AGREEMENT. The City and the borrower must execute a loan agreement which at a minimum:*
1. *Sets forth the total loan amount, the annual interest rate on the loan, the loan term, the amount of each annual installment, and any applicable City fee.*
  2. *Informs the borrower that the loan amount shall be considered a special charge, and each year's annual installment shall be levied onto the property tax bill of the subject property as a special charge and be a lien against the subject property pursuant to s. 66.0627, Wis. Stats., as amended.*
- (e) *PRIVATE LSL REPLACEMENT LOAN AS SPECIAL CHARGE. A private LSL replacement loan shall be considered a special charge and lien on the subject property. Each year's annual installment shall be levied onto the property tax bill of the subject property as a special charge pursuant to s. 66.0627, Wis. Stats., as amended.*
- (f) *COLLECTION OF SPECIAL CHARGES. The City shall follow its customary practice in collecting special charges placed on the tax rolls, including assessing penalties and charging interest, and initiating foreclosure proceedings where appropriate.*
- (g) *SEGREGATED FUND. Special charges collected for private LSL replacement loan repayments shall be placed in a segregated fund and disbursed in accordance with the requirements of the City's funding sources.*
- (h) *RECORD KEEPING. The City shall keep an accounting of private LSL replacement loans and payments received by the City and provide borrowers with that information upon request.*
- (i) *ADMINISTRATION FEE. The City may establish a reasonable fee to charge a borrower for administering a private LSL replacement loan and include this fee in the loan agreement.*
- (7) *AUTHORITY TO DISCONTINUE SERVICE. As an alternative or in addition to any other methods provided for obtaining compliance with this section, the Utility may, after giving at least sixty (60) days' notice, discontinue water service to a property served by a customer service line that meets the definition of a lead service line provided the property owner has first been given reasonable opportunity to make the required replacement.*

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 11<sup>th</sup> day of January, 2022 and is recorded on page 392 of volume 43. A summary of the Ordinance was published in the local newspaper on the 20<sup>th</sup> day of January, 2022.

City Clerk: \_\_\_\_\_

Treasurer's Report

Bank Balance							Bank														Grand Total		
BANK INVESTMENTS	Type	Fund	Account	Term	Maturity	Rate	BSS	LGIP	CFB	SUM	BWD	PDS	PVL	WCCU	CCF	BMO	FICA	SCHWAB	Grand Total				
Alma Waite Account	NOW account	820	104502957	Daily		0.50%	10,384.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,384.44			
Alma Waite Trust Fund	Cert of Deposit	820	7758002185	12 months	4/6/24	4.80%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,000.00	0.00	0.00	101,000.00			
			148901-106	22 months	7/9/24	2.96%	0.00	0.00	0.00	207,390.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	207,390.72		
			40062018	12 months	7/25/24	5.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00		
		Investment Pool	820	856206-3	Daily		5.39%	0.00	103,103.47	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00		
	Dana Investment	820	3694-7092	(blank)		4.11%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00		
CDA-Grant Accounts	Checking	220	1000934/114639	Daily		none	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00			
CDA-Loan Accounts	(blank)	983	(blank)	(blank)		(blank)	229,954.11	181,041.25	539,939.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	950,934.66			
Fire Equipment Fund	Dana Investment	420	3694-7092	(blank)		4.11%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
Friends of the Library	Savings	940	103035891	Daily		0.15%	25,119.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,119.28			
General Cash Account	Checking / NOW	100	1000306/9830	Daily		10%/50%	759,014.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	759,014.57			
	Deposit Placeme	100	101066015	Daily		0.50%	123,749.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123,749.03			
General Fund	Money Market	100	86190136	Daily		1.71%	0.00	0.00	1,008,586.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,008,586.38			
			163563	Daily		3.50%	0.00	0.00	0.00	0.00	137,681.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137,681.04			
			471582	Daily		2.10%	0.00	0.00	0.00	0.00	0.00	122,020.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122,020.56		
			10080968	Daily		2.78%	0.00	0.00	0.00	0.00	0.00	0.00	380,809.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	380,809.93		
			54962-07	Daily		2.40%	0.00	0.00	0.00	0.00	0.00	0.00	156,231.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	156,231.08		
			20032292	Daily		5.51%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	229,393.76	0.00	0.00	0.00	0.00	0.00	0.00	229,393.76		
			2061232	Daily		1.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135,867.11	0.00	0.00	135,867.11		
				Cert of Deposit	100	60000014	12 months	5/31/24	4.00%	0.00	0.00	0.00	0.00	180,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180,000.00
			3882053			25 months	7/27/24	2.00%	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
			54962-101			16 months	5/18/24	3.96%	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
	54962-102	22 months	11/18/24			4.21%	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	
	54962-104	13 months	3/13/24			4.35%	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	
	54962-108	13 months	4/28/24			4.94%	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	
	7758003053	12 months	4/12/24			4.80%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	202,000.00	0.00	0.00	0.00	0.00	0.00	202,000.00	
		Investment Pool	100	856206-1	Daily		5.37%	0.00	1,258,322.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,258,322.15		
				104791111271	Daily		5.39%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,258,479.26	0.00	1,258,479.26		
				10090686	Daily		2.75%	0.00	0.00	0.00	0.00	0.00	0.00	1,348,101.80	0.00	0.00	0.00	0.00	0.00	0.00	1,348,101.80		
	Dana Investment	100	3694-7092	(blank)		4.11%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00				
General Fund-Bond Issue	Money Market	100	104557859	Daily		5.44%	73,934.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,934.69			
				Investment Pool	100	856206-2	Daily		5.39%	0.00	587,678.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	587,678.24		
				Deposit Placeme	100	10090686	Daily		2.75%	0.00	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00		
Library Segregated Fund	NOW account	850	104551192	Daily		0.50%	147,867.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147,867.24				
Park House Account	NOW account	890	101001035	Daily		0.50%	3,642.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,642.73				
Park Kuenzi Estate	Cert of Deposit	830	3882045	25 months	7/27/24	2.00%	0.00	0.00	0.00	0.00	10,199.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,199.50			
			54962-103	13 months	3/14/24	4.35%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,012.72	0.00	0.00	0.00	0.00	0.00	12,012.72			
Park Segregated Fund	Cert of Deposit	870	90905064	11 months	9/13/24	4.91%	0.00	0.00	0.00	0.00	0.00	0.00	50,953.94	0.00	0.00	0.00	0.00	0.00	0.00	50,953.94			
				NOW account	840/87	1000-888	Daily		0.50%	416,774.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416,774.85		
Sewer Debt Service	NOW account	960	104506359	Daily		0.50%	71,722.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,722.56			
Sewer Depreciation Fund	Money Market	960	20083858	Daily		5.51%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211,873.89	0.00	0.00	0.00	0.00	211,873.89			
Sewer Equipment Replac	Cert of Deposit	960	54962-111	15 month	8/30/24	4.94%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	256,225.76	0.00	0.00	0.00	0.00	0.00	256,225.76			
				NOW account	960	104522281	Daily		0.50%	120,770.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,770.96		
				Dana Investment	960	3694-7092	(blank)		4.11%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	650,000.00		
Sewer General	Cert of Deposit	960	148901-101	17 months	2/9/24	2.23%	0.00	0.00	0.00	200,398.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,398.74			
				Investment Pool	960	856206-7	Daily		5.39%	0.00	1,229,437.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,229,437.55		
				NOW account	960	104550099	Daily		0.50%	29,918.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,918.84		
	Dana Investment	960	3694-7092	(blank)		4.11%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	300,000.00				
Stormwater	Dana Investment	950	3694-7092	(blank)		4.11%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	200,000.00			
Stormwater Equip Replac	Money Market	950	104565819	Daily		0.50%	17,416.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,416.08				
Utilities Account	Checking	960/97	101000292	Daily		0.10%	368,137.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	368,137.29				
Utilities Money Market	Money Market	960	14890100-0070	Daily		1.35%	0.00	0.00	0.00	61,358.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61,358.48			
				970	14890100-0070	Daily		1.35%	0.00	0.00	0.00	46,699.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,699.32		
Water General	Money Market	970	101153201	Daily		0.50%	116,340.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116,340.29			
				Cert of Deposit	970	54962-107	13 months	3/28/24	4.35%	0.00	0.00	0.00	0.00	0.00	0.00	204,314.25	0.00	0.00	0.00	0.00	204,314.25		

**TREASURER'S INVESTMENT REPORT for November 2023**

		Average Rate of Return on Current Deposits			Benchmarks:	
<b>Total Receipts:</b>	1,390,257.74	General Funds:	8.5 M	4.12%	LGIP	5.39%
<b>Total Disbursements:</b>	2,086,314.66	Utility Funds:	17.2 M	5.39%	90-day T-bill:	5.42%
		Segregated Funds:	17.2 M	4.17%	6M CD:	3.40%
		Securities w/Dana	4.53 years	4.11%	12M CD:	4.81%
		All Funds:	12.9 M	4.78%	18M CD:	3.97%
			Liquid:	63%		
			Term:	37%		

**Policy Objectives:**

- Safety:     ▪ \$3,500,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.
- Liquidity:   ▪ Moving liquid funds to CDs when possible
- Yield:       ▪ Shorter term CD and securities rates are very strong right now.

**TRANSACTIONS**

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
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(1) NONE

Comments:

**INVESTMENT ADVISOR TRANSACTIONS**

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Date	Yield to Worst Yield - Maturity	Amount	Interest
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(1)	BUY	SBA	530368	99.5625	NR	Prime - 2.5%	3.18	11/25/1933	6.00%	\$189,895.31	Monthly P & I
							18% prepay				54 days

Comments:

## Finance/Personnel Committee Meeting Minutes

November 28, 2023, 5:30 p.m.  
City Hall, Committee Room #205  
101 South Blvd., Baraboo, WI 53913

Members Present: Petty, Kent, Sloan  
Others Present: Mayor Nelson, Interim City Administrators P. Cannon & T. Pinion, Clerk Zeman, J. Ostrander, W. Peterson, D. Olson

### 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 November 14, 2023

Moved by: Petty

Seconded by: Kent

**CARRIED (3 to 0)**

#### 1.d Approve Agenda

Moved by: Kent

Seconded by: Petty

**CARRIED (3 to 0)**

### 2. Action Items

#### 2.a Accounts Payable

Moved by: Petty

Seconded by: Kent

Recommend to Common Council on paying \$335,134.14

**CARRIED (3 to 0)**

#### 2.b Uncollectible Accounts

J. Ostrander noted that majority of these accounts are medical transports and are uncollectible.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council to approve writing off uncollectible accounts.

**CARRIED (3 to 0)**

#### 2.c Tax Incremental Finance (TIF)

The committee reviewed the Tax Incremental Finance Fund budgets. There were no questions or concerns.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council to approve the 2024 Tax Incremental Finance Fund Budgets for the City's Tax Incremental Districts for a total of \$2,808,891.00.

**CARRIED (3 to 0)**

#### 2.d 2024 Budget Approvals

The committee reviewed the budgets, the BID Assessments, and the Tax Levy. There were no questions or concerns.

J. Ostrander noted that the levy increase equates to \$4.88 per \$100,000 of property value. This is an increase of approximately half a percent from last year.

She also noted that, per our fund balance policy, we did not have any available funds above the 25%. We have met our goals and balanced the budget.

Moved by: Petty

Seconded by: Kent

Recommend to Common Council to approve the following 2024 Budgets:

1. Community Development Authority 2024 Budget:
  - a. Donahue Terrace Apartments \$ 407,000
  - b. Corson Square Apartments \$ 359,500
  - c. City Admin Building Fund \$ 510,390
  - d. Community Dev. Block Grant \$ 29,200
  - e. Facade Improvement \$ 20,000
  - f. Revolving Economic Dev. \$ 6,000
  - g. Library Building Fund \$ 6,917,910
  - h. Fire/EMS Building Fund \$13,135,000
  - i. Capital Catalyst \$ 500.00

2. Water Utility Budget of \$2,486,236.00

3. Sanitary Sewer Utility Budget of \$1,746,834.00

4. Stormwater Utility Budget of \$619,511.00

5. Funds with sources of revenue other than levy:

Taxi (Fund 230)	Street Lighting (Fund 240)
Park Impact/Development (Fund 250)	Library Impact Fees (Fund 251)
Police Impact Fees	Fire Impact Fees
Lead Service Grant	Library Operating
Carbon Reduction	Emergency Management
Police Equipment	PW Capital Equipment
General GOV/IT Capital	Parks/Rec Capital Equipment
Park Amenities	Capital Projects/Roads
Special Assessments	Land Development
Insurance	Leased Vehicles
UW Campus	Alma Waite
Kuenzi Estate	Library Segregated
Library Building	Park Segregated
	Ochsner Park House

6. 2024 Business Improvement District (BID) Budget for \$50,400.00.

**CARRIED (3 to 0)**

**Moved by:** Petty

**Seconded by:** Kent

Recommend to Common Council to approve the proposed assessments to be levied upon property within the Business Improvement District (BID).

**CARRIED (3 to 0)**

**Moved by:** Kent

**Seconded by:** Petty

Recommend to Common Council approving the Tax Levy for \$9,401,925.00, tax rate of \$9.72 per thousand dollars.

**CARRIED (3 to 0)**

**Moved by:** Petty

**Seconded by:** Kent

Recommend to Common Council to approve adopting the 2024 City Budget for a total of \$15,625,060.00.

**CARRIED (3 to 0)**

**2.e PFAS Settlement Opt Out**

W. Peterson noted that we have not had any detection of Perfluoroalkyl (PFAS) when tested. Because of this, it is his recommendation, along with Atty. Hagen's, to opt out of this settlement. If we opted in, we would be eligible for compensation for testing. If we opt in and have a detection before 2023, it is a matter of filling out the paperwork for additional compensation. If we opt out and have a detection, it's the City's responsibility to file a claim.

**Moved by:** Petty

**Seconded by:** Kent

Recommend to Common Council to consider opting out of settlements to preserve any future claims regarding PFAS (Perfluoroalkyl and Polyfluoroalkyl Substances) and authorize Utility Superintendent W. Peterson execute the required paperwork.

**CARRIED (3 to 0)**

**2.f Revision to Employee Personnel Policy & Procedure Handbook**

W. Peterson explained that the current policy allows for \$150 for clothing allowance and an allotment of \$150 for boots as needed. We are currently keeping track of when employees are eligible for boots. This resolution would pay the employee directly for both the clothing allowance and the boots with an annual increase of \$100 for a total of \$400 per year. W. Peterson also noted that there is a request to increase the Foreman's pay, which is paid to an employee during the absence of the foreman. The foreman must be gone for the day for an employee to be eligible for this. Both of these increases are included in the 2024 budgets.

**Moved by:** Petty

**Seconded by:** Kent

Recommend to Common Council to revise the clothing allowance in the Employee Personnel Policy & Procedure Handbook.

**CARRIED (3 to 0)**

**3. Discussion Items**

2025 Budget Planning

P. Cannon presented some discussion items for the 2025 budget. His recommendation is we start with some financial planning, revenues coming in and expenses. He feels we should also start to look at Capital Projects, borrowed vs cash? The committee discussed different options for bringing this to committee on the agenda. At this time, it will be added to future agendas as a discussion item and addressed as time allows.

Funding options for the Fire/EMS Building project, establishing a line of credit

This item was not discussed by the Committee.

**4. Adjournment**

Chairman Sloan adjourned the meeting at 6:29pm.

Brenda M. Zeman, City Clerk



**CITY OF BARABOO ADMINISTRATIVE MEETING**  
**Meeting Minutes**

**December 5, 2023, 8:00 a.m.**  
**City Hall, Committee Room #205**  
**101 South Blvd., Baraboo, WI 53913**

Members Present: Hazard, Kierzek, Thurow

Others Present: Co-Administrators - Tom Pinion & Pat Cannon, Brenda Zeman - City Clerk, Rob Sinden - Police Chief, Rob Nelson - Mayor, Julie Ostrander - Finance Director, Mike Hardy - Parks Director, Eric Hagen - Attorney Boardman & Clark

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**1. CALL TO ORDER**

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES from November 7, 2023.

Change adjourned at 8:23

**Moved by:** Hazard

**Seconded by:** Kierzek

**Motion: Carried**

Approval of minutes of November 7, 2023

1.d APPROVE AGENDA

Postpone 2.1 Change of Agent to January meeting. Scheduling of meeting will be discussed if a later meeting in January is needed.

**Moved by:** Kierzek

**Seconded by:** Hazard

**Motion: Carried**

**2. ACTION ITEM(S)**

2.a Change of Agent

Postponed to next Administrative meeting.

2.b Temporary Liquor License, Baraboo Theatre Guild

Police Chief had no objections.

**Moved by:** Kierzek

**Seconded by:** Hazard

**Motion: Carried**

Recommendation to the Common Council on approving the Temporary Liquor License (AKA Picnic License) for the Baraboo Theatre Guild, 12th Night - Member Appreciation Event, 01/06/2024.

### 3. **DISCUSSION**

#### 3.a Review and discuss sample food truck ordinances.

Food trucks consideration as the ordinance template was discussed included the following topics:

- \* Exclusive as part of an event
- \* Parking on city streets - historical resistance to street parking
- \* Private property not affected
- \* Late night restrictions
- \* Geographic area use
- \* Parks Commission recommendations
- \* Competition with established businesses and distance requirements
- \* Safety, interference with garbage and signage, driveways and sidewalks
- \* Industrial park usage
- \* Establishment of the permit fee.
- \* Compliance with county health inspections for food safety requirement
- \* Ordinance should be all encompassing and replace overnight permit
- \* Specific parking area control of individual city departments, such as Parks Otherwise first come first serve.
- \* Moving vendors that stop intermittently would not be included since they don't "park"
- \* Annual, periodic or sessional permits - how to process
- \* Vending on public streets with right of use permit for opportunistic parking
- \* Special street events are handled with the event approval
- \* Farmers Market identified in a special agreement.

Eric Hagen the city attorney from Boardman & Clark will return with a draft ordinance for review at the next meeting.

4. **INFORMATIONAL ITEM(S)**

4.a Date and time of next meeting is January 2, 2024, 8:00am.

5. **ADJOURNMENT (Voice Vote)**

Adjourn at 8:54

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Julie A. Ostrander, Finance Director