



## CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, February 27, 2024, 7:00 p.m.  
Council Chambers, 101 South Blvd., Baraboo, Wisconsin

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	<b>Pages</b>
<b>1. CALL TO ORDER</b>	
<b>2. ROLL CALL AND PLEDGE OF ALLEGIANCE</b>	
<b>3. APPROVAL OF PREVIOUS MINUTES (Voice Vote)</b> January 31, 2024 and February 13, 2024	4
<b>4. APPROVAL OF AGENDA (Voice Vote)</b>	
<b>5. COMPLIANCE WITH OPEN MEETING LAW NOTED</b>	
<b>6. PRESENTATIONS</b>	20
• George Althoff will present the Baraboo Area Chamber of Commerce Annual Report.	
<b>7. PUBLIC HEARINGS</b> <i>None Scheduled.</i>	
<b>8. PUBLIC INVITED TO SPEAK</b> <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>	
<b>9. MAYOR'S BUSINESS</b>	
• Reconstruction of Highway 33 within the City has resumed. Please visit the City's Facebook page or website for updates and detours.	
• Subchapter 17.80 of City ordinances prohibits placing signs or banners on public property, which includes the tree bank between the street and the sidewalk.	
• The Mayor would like to congratulate Randy Seymour on his retirement from the City of Baraboo Parks Department. Congratulations!	
• The next "Coffee with a Cop" will be held on Thursday, March 7, 2024 from 9:00am - 11:00am at Starbucks Coffee, Hwy 136.	
<b>10. CONSENT AGENDA</b> <i>(Roll Call)</i>	
10.1 Accounts Payable Approve the Accounts Payable to be paid in the amount of \$	41
<b>11. ORDINANCES ON 2nd READING</b>	
11.1 Mobile Food Vending Permit Consider repealing and recreation Section 12.05A, Mobile Food Vending Permit, of the City of Baraboo Codebook.	42
<b>12. NEW BUSINESS- RESOLUTIONS</b>	
12.1 Amend City's Official Fee Schedule	48

	Consider adding a fee for the Mobile Food Vending Permit to the City's Official Fee Schedule. (Nelson/Zeman)	
12.2	US Cellular Agreement, Hwy A Water Tower Consider approving the 4th Amendment to the License Agreement and the amended Memorandum of License (MOL) with US Cellular for equipment on the Hwy A water tower. (Peterson)	49
12.3	City Administrator Job Description Consider approving the revised job description for the City Administrator position. (Nelson)	65
12.4	STH 136 Median Mowing Consider approval of STH 136 Median Mowing Proposal and award of contract. (Pinion)	71
12.5	Noxious Weeds & Rank Growth Proposal Consider approval of Noxious Weeds & Rank Growth Proposal and award of contract. (Pinion)	72
12.6	2024 Public Works Projects Consider authorizing agreements for the 2024 Public Works Contracts for asphalt paving, asphalt pavement materials, asphalt patching, concrete curb and gutter & sidewalk repair, crushed aggregate base course, and concrete and asphalt crushing. (Pinion)	73
12.7	DOT Utility Easements Consider approving the Temporary Construction Easement(s) and/or Release of Rights to the Wisconsin Dept. of Transportation (DOT). (Pinion)	74
12.8	Dominion Due Diligence Group (D3G), HUD Part 58 Review Consider authorizing the Interim-City Administrators to accept and enter into agreement with Dominion Due Diligence Group (D3G) to serve as a consultant for the CDA and City for the HUD Part 58 review, for a price not to exceed \$9,100.00. (Pinion)	98
<b>13.</b>	<b>NEW BUSINESS ORDINANCES</b>	
13.1	Speed Limit on Man Mound Road Consider revising Section 7.08, Speed Limits, in the City of Baraboo Code of Ordinances to increase the speed limit on Man Mound Road from 25mph to 35mph. (Pinion)	103
<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> January, Treasurer  <u>Copies of meeting minutes included in this packet:</u> Finance..... 1-23-2024	104

Public Safety.....1-08-2024

Copies of Meeting minutes in City Clerks files:

BEDC.....11-20-2023

Plan Commission.....11-21-2023

BID.....12-13-2023

CDA.....12-12-2023, 1-2-2024, 2-6-2024

CDA Executive .....11-30-2023, 1-2-2024, 1-29-2024, 2-6-2024

Police Commission.....11-20-2023, 11-22-2023, 1-18-2024

**16. ADJOURNMENT (Voice Vote)**

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

**Common Council Meeting Minutes****January 31, 2024, 5:30 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Olson, Kolb, Hazard, Kent, Ellington, Sloan, Kierzek, Thurow  
Members Absent: Petty  
Others Present: Interim-City Administrators P. Cannon & T. Pinion, Clerk Zeman, Kevin Brunner and Dave Bretl with Public Administration Associates, LLC

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**1. CALL TO ORDER**

Mayor Nelson called the meeting to order at 5:39pm.

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

The Pledge of Allegiance was given.

**3. APPROVAL OF AGENDA**

Moved by: Kolb

Seconded by: Hazard

**Motion: CARRIED**

**4. COMPLIANCE WITH OPEN MEETING LAW NOTED****5. CLOSED SESSION**

Moved by Hazard, seconded by Kolb, to go into Closed Session. The Mayor announced that the Council will consider moving into Closed Session pursuant to §19.85(1)(e) Wis. Stat., for the purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and §19.85(1)(c) Wis. Stat. for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (Public Administration Associates, LLC will present to Council the candidates for the City Administrator position, a contracted position with the City of Baraboo, and Council will conduct interviews of said candidates; the Council will also deliberate the terms of the contracted position.)

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

Others Present: Mayor Nelson, Interim City Administrators P. Cannon & T. Pinion, Clerk Zeman (for interviews only), and Kevin Brunner & Dave Bretl with Public Administration Associates, LLC.

**6. OPEN SESSION**

Moved by Hazard, seconded by Ellington, to return to Open Session. The Mayor announced 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.

**7. Action Item**

Motion by Sloan, seconded by Ellington to authorize Public Administration Associates, LLC to negotiate an employment agreement with the selected candidate per the direction of the Common Council during Closed Session. 6-ayes; 2- nay, Kent & Thurow

**8. ADJOURNMENT**

Moved by: Sloan

Seconded by: Kolb

That the meeting adjourns at 9:43pm.

**Motion: CARRIED**

**Common Council Meeting Minutes**

**February 13, 2024, 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, Clerk Zeman, J. Ostrander, C. Johnson, W. Peterson, T. Gilman, members of the press and others.

**1. CALL TO ORDER**

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

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

The Pledge of Allegiance was given.

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

Moved by: Ellington  
Seconded by: Sloan

**Motion:CARRIED**

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

Moved by: Hazard  
Seconded by: Thurow

**Motion:CARRIED**

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

**6. PRESENTATIONS**

Greg Johnson with Ehler's gave a presentation on Tax Incremental Finance (TIF) Fundamentals with an overview of the City's TIF Districts.

**7. PUBLIC HEARINGS**

*None Scheduled.*

**8. PUBLIC INVITED TO SPEAK**

No one spoke.

**9. MAYOR'S BUSINESS**

*None.*

**10. CONSENT AGENDA**

Moved by: Petty  
Seconded by: Kolb

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

10.1 Accounts Payable

**Resolution No: 2024-12**

THAT the Accounts Payable, in the amount of \$7,109,249.78 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

10.2 Change of Agent

**Resolution No: 2024-13**

THAT the "Schedule for Successor of Agent" submitted by Old Baraboo Inn, LLC, appointing Michael Minigh as the new agent be approved. The City Clerk is authorized to re-issue the liquor license for Old Baraboo Inn, LLC, including Michael Minigh as the agent.

10.3 Temporary Liquor License, Downtown Baraboo Inc.**Resolution No: 2024-14**

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

- Downtown Baraboo Inc., Spring Brew Ha Ha, 03-15-2024

11. **ORDINANCES ON 2nd READING**

*None.*

12. **NEW BUSINESS- RESOLUTIONS**12.1 Amendment to the Baraboo Area Joint Fire and EMS District Intergovernmental Agreement and Bylaws**Resolution No: 2024-15**

Moved by: Sloan

Seconded by: Kent

**APPROVING AN AMENDMENT TO THE BARABOO AREA JOINT FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT INTERGOVERNMENTAL AGREEMENT AND BYLAWS**

WHEREAS, the attached Intergovernmental Agreement and Bylaws ("Intergovernmental Agreement") creating the Baraboo Area Joint Fire and Emergency Medical Services District ("the District"), effective January 1, 2023, was approved and adopted by the CITY of BARABOO on October 11, 2022; and

WHEREAS, the Intergovernmental Agreement creates a governing Commission ("the Commission"), and pursuant to Article IV, Section 7 of the Intergovernmental Agreement, the Commission employs firefighters and EMT/paramedics, the hiring and firing of firefighters and EMT/paramedics to be governed by Wis. Stat. § 62.13(4) and § 62.13(5), and the appointed Personnel Board to be in charge of hiring and discipline governed by Wis. Stat. § 62.13(4) and § 62.13(5); and

WHEREAS, the Commission desires to and has voted to amend the Intergovernmental Agreement consistent with Wis. Stat. § 62.13(4) and § 62.13(5) as applied to "subordinate" employees of the Commission; and

WHEREAS, the attached First Amendment to Baraboo Area Fire and Emergency Services District Intergovernmental Agreement and Bylaws sets forth the Commission's amendment.

NOW, THEREFORE, BE IT RESOLVED by the CITY of BARABOO that the attached First Amendment to Baraboo Area Fire and Emergency Services District Intergovernmental Agreement and Bylaws is hereby approved and duly adopted.

Adopted this 13th day of February, 2024.

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

12.2 Lease with Wisconsin Power & Light Company**Resolution No: 2024-16**

Moved by: Ellington

Seconded by: Petty

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

THAT the Utility Superintendent is authorized to sign a lease with Wisconsin Power and Light Company for the installation of an AMI radio system on the existing monopole adjacent to the Birch Street Water Reservoir for a monthly leasing rate of \$399.22 per month payable to the City of Baraboo.

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

12.3 Development Agreement, Frank Liquor Company, Inc.**Resolution No: 2024-17**

Moved by: Petty

Seconded by: Thurow

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

**WHEREAS**, City staff has been in discussions with the Developer in regards to privately owned property located on parcels 206-1152-99850, (“Project”); and

**WHEREAS**, the Parties have negotiated the terms of the Development Agreement; and

**WHEREAS**, the Parties would each like to move forward in executing the Development Agreement; and

**WHEREAS**, the City finds that partnering with the Developer to provide a TID incentive for this project will bring additional tax base and employment opportunities to the City of Baraboo.

**NOW, THEREFORE BE IT RESOLVED**, the Baraboo City Council does hereby authorize the City Clerk and Interim City Administrator(s) to execute the attached Development Agreement in accordance with the terms set forth and directs staff to take the steps necessary to facilitate the City’s responsibilities under this Development Agreement.

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

12.4 Sewer Lateral Assessments

**Resolution No: 2024-18**

Moved by: Sloan

Seconded by: Ellington

**FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN BARABOO, WISCONSIN**

WHEREAS, the governing body of Baraboo, Wisconsin, held a public hearing in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 at 7:00 p.m. on the 23<sup>rd</sup> day of January, 2024 for the purpose of hearing all interested persons concerning the Preliminary Resolution and report of the City Engineer and proposed special assessments against benefited properties for the proposed public improvements consisting of:

**Replacement of Sanitary Sewer Laterals on Hwy 33.**

**ASSESSMENT DISTRICT**

New Sanitary Sewer Laterals – Those properties on:

- Both sides of STH 33 (8<sup>th</sup> Ave/8<sup>th</sup> Street) between the westerly City Limits and CTH T (Taft Avenue).

NOW, THEREFORE, BE IT RESOLVED, the City of Baraboo, Wisconsin, determines as follows:

1. The report of the City Engineer, a copy of which is on file in the office of the City Engineer is incorporated herein by reference as if fully set forth herein, and the plans and specifications and assessments set forth therein are adopted and approved.
2. The City Engineer shall supervise construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made by assessing 100% of the lateral replacement cost to the property benefited as indicated in the report.
4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.
5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. The assessments shall be paid to the City Treasurer in full within 30 days from the date of invoice, except that the following payment options are available:
  - Pay in full within 30 days to avoid interest charges.
  - 3-year installment agreement for assessments between \$500 and \$1,000. Pay 1/3 down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged

starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.

- 5-year installment agreement for assessments between \$1,000 and \$5,000. Pay 1/5<sup>th</sup> down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 7-year installment agreement for assessments between \$5,000 and \$9,999. Pay 1/7<sup>th</sup> down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 10-year installment agreement for assessments over \$10,000. Pay 1/10<sup>th</sup> down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- Financial Hardship. A property owner who has a household income which is 80% or less of the medium income in Sauk County based upon the current published figures, or who is not eligible for a Community Development Block Grant loan as stated above, shall be eligible to repay the City for the assessment at the rate of \$100 per year or 5% of the total assessment, whichever is greater, plus annual interest of 1% until paid. The Community Development Authority staff shall verify low-income eligibility and shall make a recommendation as to such eligibility to the City Council. If there is an outstanding balance at the time of sale or transfer of the property, except between spouses, the remaining balance shall become due. A property owner requesting financial hardship eligibility shall submit a copy of their most recently filed State of Wisconsin tax return if filed, or otherwise show proof of annual household income.

For each year ending in either 5 or 0, the property owner shall re-submit proof of financial hardship to the City. If the property owner continues to qualify under the policy guidelines, the hardship status will remain. If the property owner does not qualify, the remaining balance of the assessment shall be paid pursuant to an Installment Agreement, the term of which will be determined based on said remaining balance as outlined above.

- COVID-19 Deferral. A property owner who can demonstrate to the reasonable satisfaction of the City that their financial condition has been negatively affected by COVID-19 will still be eligible for the appropriate installment plan above, but the 1<sup>st</sup> payment will not be due until July 15, 2025.
- Balance on Tax Roll. If the property owner does not pay in full within 30 days from the invoice date or qualify for an installment plan, the entire balance will be placed on the next tax roll for collection with interest added at 1% per month.

In all cases, the deferral of payment shall become immediately due and payable to the City, without notice, if the property owner defaults in the payment of any installment for a period of 30 days following the specified due date thereof, or if the property owner shall transfer, sell or convey any legal or equitable interest in the lot or parcel subject to the special tax herein. If all

or any part of any installment payment is not made in accordance with the terms of this resolution, the entire unpaid principal balance, together with the accrued interest thereon, shall at the City's option shall be deemed to be delinquent and said amount shall be extended upon the current or next tax roll as a delinquent special tax against the subject lot or parcel of land and immediately upon being placed on the tax roll as a delinquent special tax, interest shall accrue thereon at the then existing rate for delinquent taxes and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special packs.

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

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

12.5 Wisconsin Professional Police Association Memorandum of Understanding

**Resolution No: 2024-19**

Moved by: Sloan

Seconded by: Petty

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

The 2024-2026 Memorandum of Understanding between the City of Baraboo Police Department and the Wisconsin Professional Police Association memorializing the terms and conditions applicable to Recruit Police Officers is hereby approved.

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

12.6 Lead Service Line Replacements, Hwy 33

**Resolution No: 2024-20**

Moved by: Thurow

Seconded by: Hazard

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

The low bid of Terrytown Plumbing in the amount of \$375,887.98 to replace 56 Private Lead Services, to be funded by a WDNR SDWLP Loan, is hereby accepted and the Mayor and City Clerk are authorized to execute the Contract.

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

12.7 Sanitary Sewer Lining Project

**Resolution No: 2024-21**

Moved by: Ellington

Seconded by: Sloan

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

THAT the low bid from Visu-Sewer in the amount of \$103,950 is hereby accepted, and all other bids are rejected.

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

12.8 Safe Drinking Water Loan Agreement

**Resolution No: 2024-22**

Moved by: Sloan

Seconded by: Hazard

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

**PRIVATE LEAD SERVICE LINE REPLACEMENT LOAN PROGRAM**

**WHEREAS**, the City of Baraboo has secured a Safe Drinking Water Fund Loan from the Wisconsin DNR; and

**WHEREAS**, the City has created a new Private Lead Service Line Replacement Loan Program with a corresponding Loan Agreement form; and

**WHEREAS**, the City will make this new program available to the property owners on Hwy 33 that have to replace their private lead service lines; and

**WHEREAS**, attached to this Resolution is the Private Lead Service Line Replacement Loan Agreement that sets forth the terms and conditions for this loan using the same general repayment terms as Special Assessment Repayments with the exception that the interest rate will be the lending rate as the SDWF Loan plus 1% for administration expenses.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Baraboo approves the attached Loan Agreement and authorizes staff to execute such an Agreement with each eligible applicant.

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

12.9 Clean Water Fund Loan Agreement

**Resolution No: 2024-23**

Moved by: Ellington

Seconded by: Thurow

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

**SANITARY SEWER LATERAL REPLACEMENT LOAN AGREEMENT**

**WHEREAS**, the City of Baraboo has secured a Clean Water Fund Loan from the Wisconsin DNR; and

**WHEREAS**, the City would like to offer the affected property owners on Hwy 33 the opportunity to enter into a Loan Agreement rather than the more traditional Special Assessment Installment Agreement; and

**WHEREAS**, attached to this Resolution is the Sanitary Sewer Lateral Replacement Loan Agreement that sets forth the terms and conditions for this loan using the same general repayment terms as Special Assessment Repayments with the exception that the interest rate will be the lending rate as the CWF Loan plus 1% for administration expenses.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Baraboo approves the attached Loan Agreement and authorizes staff to execute such an Agreement with each eligible applicant.

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

12.10 Recyclable & Non-Recyclable Collection, Hauling, and Disposal

**Resolution No: 2024-24**

Moved by: Petty

Seconded by: Ellington

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

That the Proposal for Recyclable and Non-Recyclable Solid Waste Collection, Hauling, Disposal and/or Processing Services from Peterson Sanitation, Inc. be accepted and that all other Proposals are rejected.

And that the Co-Interim City Administrators and City Clerk are hereby authorized to negotiate a 10-year contract at a cost of \$8.60 per household per month for the remaining months in 2024 with the City paying the disposal costs directly to Waste Management for the remainder of 2024, and a cost of \$147.00 per household per year which includes disposal costs for 2025 with a \$3.60 per household per year increase for each subsequent year, pending the review and approval of said contract by the City Attorney.

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

**13. NEW BUSINESS ORDINANCES**

13.1 Mobile Food Vending Permit

Moved by: Petty

Seconded by: Hazard

Motion to approve the 1st reading of **Ordinance No. 2626** repealing and recreating Section 12.05A, Mobile Food Vending Permit

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

1. Section 12.05A of the Baraboo Municipal Code shall be and is hereby repealed and recreated to read as follows:

**12.05A MOBILE FOOD VENDING PERMIT**

(1) PERMIT REQUIRED.

(a) Any person operating, conducting or managing within the City a mobile food establishment shall obtain a mobile food vending permit. A permit shall not be required for any private party, picnic, event or gathering where the general public is not invited, nor when such mobile food vending occurs entirely on private property.

(b) The permit fee shall be as set forth in the Official Fee Schedule.

(c) Each mobile food establishment shall be permitted separately.

(2) DEFINITIONS.

(a) A "Mobile Food Vendor" is the registered owner of a mobile food establishment or the owner's agent or employee, which offers for sale only personally prepared food for which the vendor is regularly involved in all phases of both the production and the sale of the food. In addition, a vendor may be a corporation, cooperative or partnership; however, the application and permit shall designate a primary individual who is regularly involved in all phases of the production process and who is responsible for the vending operation.

(b) "Personally Prepared Food." Personally prepared food is food or beverage produced by the vendor from raw or basic ingredients, changing the nature, form, shape or function. All food sold shall comply with State Health Regulations. In addition, the category 'personally prepared food' shall include the following:

1. Fruit sold by the piece or in individual-sized portions.
2. Condiments and other incidental ingredients given free with personally prepared food.
3. Coffee, tea, milk, and commercially produced beverages in containers not made of glass.
4. Hotdogs, bratwurst or other sausages, and commercially produced buns.
5. Ice cream bars and other pre-portioned frozen treats; soft serve or hard scooped ice cream served by the cone or dish.

(c) "Mobile Food Establishment" means a restaurant or retail food establishment where personally prepared food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a Service Base to accommodate the unit for servicing, cleaning, inspection and maintenance, or except as specified in the Wisconsin Food Code.

(d) "Service Base" means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

(3) PERMIT APPLICATION PROCESS.

(a) Application. Any person desiring to operate a mobile food establishment shall apply for a mobile food vending permit. The application for such permit shall be on forms provided by the City Clerk's office and will include all the following:

1. The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
2. A description, including make, model, VIN number and license plate, of the mobile food establishment.

3. A valid copy of all necessary licenses, permits or certificates required by Sauk County and the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including but not limited to a valid proof of registration for the vehicle and driver's license for all operators and documentation of the necessary approvals from the Sauk County Health Department for operation as a mobile food vendor.

4. Any additional information deemed necessary by the City Clerk to determine if issuance of a mobile food vending license to a particular applicant would be in the best interest of the public.

(b) Investigation; application denial. Upon receipt of an application for a mobile food vending permit and payment of the proper permit fee, the City Clerk shall forward the application to the Chief of Police or their designee who shall make and complete an investigation of the statements made in such application. The City Clerk may refuse to grant the permit if any of the following is determined:

1. The application contains any material omission or materially inaccurate statement;
2. The circumstances of a pending criminal charge against the applicant substantially relate to the permitted activity.
3. The applicant has been convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which substantially relate to the circumstances of the particular job or permitted activity.
4. The applicant failed to comply with (3)(a) above.

(c) Appeal; hearing before Committee. If the City Clerk denies an application for a license, the applicant may appeal within 15 days after the Clerk mails a notice of denial to the applicant. If the applicant files a timely appeal with the Clerk, the Clerk shall schedule an appeal hearing before the Administrative Committee.

(d) Committee approval; Council action. The Committee may approve any application placed on its agenda only if the applicant is qualified under this section and may place conditions upon approval. The Common Council shall affirm, reverse, or modify the Committee decision.

#### (4) AREAS OF OPERATION.

(a) Between 6:00 AM and 9:00 PM mobile food establishments may operate in all areas except R-1 Single Family Residential District, R-1A Single Family Residential District, R-2 One and Two Family Residential District, R-3 One - Through Four-Family Residential District, R-4 Four through 12 Family Residential District, R-5 Thirteen Family and Up Residential District, NRO Neighborhood Residential/Office District, MH Manufactured-Home (TYPE 1) Park District, and MH Manufactured Home (TYPE 1) Single Family Residential District.

(b) Between 9:00 PM and 3:00 AM mobile food establishments may operate only within the area bounded by Broadway Street on the west, 5th Street/Avenue on the north, Ash Street on the east, and 2nd Street/Avenue on the south. If the permittee utilizes a vehicle or trailer from a street, operations may only occur in an area which is marked for parallel parking of vehicles.

(5) HOURS OF OPERATION. Mobile food establishments shall only operate between the hours of 6:00 AM and 3:00 AM. Mobile food establishments and other equipment shall only be set up at a place of operation after 6:00 AM, and must be removed by 9:00 PM or 3:00 AM when operating within the area designated in (4)(b) above.

(6) EXCLUSIONS. Mobile food establishments shall not be used during times when a Special Event License (§12.05, Ordinances) is in effect in the Areas of Operation and during Hours of Operation, except with the permission of the Special Event License applicant, pursuant to § 12.05(8) of the City Code. Excavation and Openings Permits (§8.03, Ordinances) and Encroachments Permits (§8.04(2), Ordinances) shall supersede any permit issued pursuant to this section.

(7) RIGHT-OF-WAY. No mobile food establishments shall operate within the public right-of-way, as defined in §8.16(1)(r) of the City Code, except as follows:

- (a) with a Right-of-Way Use Permit, pursuant to § 8.16 of the City Code;
- (b) at a Farmers' Market with a permit issued pursuant to § 12.07(5) of the City Code; or

(c) at a Special Event with the permission of the Special Event License applicant, pursuant to § 12.05(8) of the City Code.

(8) CITY PARKS.

(a) Approval Required. No mobile food establishments shall operate within a City park without written approval of the location and hours of operation by the Director of the Parks & Recreation Department or their designee and payment of the fee on file with the Parks & Recreation Department. A copy of the written approval shall be kept in the mobile food establishment while operating in a City park. The City reserves the right to withdraw approval of the location and hours of operation of a mobile food establishment for any reason. Mobile food vendors shall comply if asked to leave a park by the Chief of Police or their designee.

(b) Approval Fee. The Parks & Recreation Department shall establish the fee for such approval in an amount sufficient to recover the costs incurred by the City for processing requests for approval. This fee shall be computed as the average of labor costs, indirect costs, and other costs associated with approval unless otherwise regulated by law, in which case the lesser amount shall apply. The Parks & Recreation Department may recalculate and establish a new approval fee each year as permitted by law and ordinance and said fee shall be on file with the Parks & Recreation Department.

(9) RESTRICTIONS AND LIMITATIONS. The exercise of a permit pursuant to this section shall be subject to the following restrictions and limitations:

(a) Noise levels emanating from the vending site shall be kept to a minimum, and shall be reasonable so as not to disturb the peace and quiet of those in the vicinity, including but not limited to residents, merchants, and customers. No sound amplification shall be allowed. Vendors utilizing an enclosed mobile food establishment may use amplification inside an enclosed mobile food establishment only, and any music or other audio shall be kept to a volume such that it cannot be heard outside of the mobile food establishment beyond the first customer in line at the window or service area.

(b) All mobile food establishments and vending equipment, including carts, tables, apparatus and merchandise shall be removed from the streets, sidewalks, terrace area or other vending location during times when vending is prohibited.

(c) All mobile food establishments and equipment used at the vending site shall be in a clean, sanitary, hazard-free condition and maintained in a presentable appearance and in good repair, without noticeable holes or other structural defects. Visible exterior surfaces shall be maintained so as to prevent chipping, cracking or other deterioration of the paint or exterior surface.

(d) A vendor shall be present within the vending site at all times during which items are displayed or sold, except that a vendor may leave his or her vending site unattended during lawful vending hours for a maximum of ten (10) minutes.

(e) Generators must operate at 60 decibels or lower when measured from the building front nearest to the permittee.

(f) No vendor shall drive or permit another to drive a motor vehicle upon any sidewalk area for the purpose of depositing mobile food establishments or other equipment thereon. This prohibition does not apply to permanent or temporarily established driveways.

(g) No service from a mobile food establishment shall be allowed onto the street side of the mobile food establishment except when:

1. approved under a Right-of-Way Use Permit (§ 8.16, Ordinances);
2. the street is in use for a Special Event (§12.05, Ordinances);
3. the street is in use for the Farmers' Market (§12.07, Ordinances); or
4. the street is closed to vehicular traffic.

(h) A mobile food establishment located upon a sidewalk shall be placed not less than 5 feet from a building. A minimum 5-foot path for pedestrian traffic shall be maintained at all times, and the vendor shall manage its queue so that pedestrian traffic on the sidewalk is not impeded.

(i) Seating for customers is not allowed.

(j) No moving or flashing lights are allowed.

(k) No alcohol shall be served.

(l) Each permittee shall furnish at its location of operation a garbage can not less than 30 gallons in size. Garbage shall not be allowed to accumulate as litter, and full garbage cans shall be emptied as needed throughout the hours of operation. No garbage shall be deposited in municipal waste containers by a permittee. Prior to leaving a site after operation, a permittee shall inspect and pick up all garbage, litter, refuse, and food within 50 feet.

(m) A mobile food establishment shall be located no less than 100 feet from the nearest edge of any building or section of a building comprising a licensed food establishment, the kitchen of which is open for serving food to patrons. This restriction may be waived if the most recent application for a mobile food vending permit was submitted together with the written consent of the proprietor of the adjacent licensed food establishment.

(n) Nothing in this section shall be deemed to supersede or repeal any ordinance relating to noise, park closing hours, or parking, except as specifically provided in the section. Vendors will take every precaution to ensure that their operations do not materially affect the peace and welfare of the general public nor cause any unreasonably loud, disturbing and unnecessary noise or any noise of such character, intensity or duration as to be detrimental to the life or health of any individual or which is the disturbance of public peace and welfare.

#### (10) VIOLATIONS AND PENALTIES.

(a) Any person violating any provision of this section shall be subject to a penalty as provided in § 12.18 of the City Code.

(b) The Police Department and Department of Public Works shall have concurrent authority to remove or cause the removal of any mobile food establishment, vending equipment, or merchandise found on the street, sidewalk, terrace, or other vending location in violation of any regulations established pursuant hereto. In addition to any forfeiture, the violator shall be liable for any removal, towing and storage charges incurred by either department.

2. This ordinance shall take effect upon passage and publication as provided by law.

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

#### 14. COMMITTEE OF THE WHOLE

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

##### UW-Platteville Baraboo Sauk County update

Mayor Nelson advised that one topic at the campus commission meetings is the budget; the buildings and the grounds, including all expenses and/or repairs, are jointly owned by the city and county. Going forward, the Mayor feels our current budget will need to be increased to cover expenditures. One option, moving forward, would be for the County to take over full ownership of the campus.

Ald. Hazard feels that if the County wants to take over that ownership, the County should compensate the City. Ald. Sloan noted that this is not how we have proceeded in the past, for example getting out of the Airport.

P. Cannon noted that we would have to pay off any debt upon the sale of the property.

The Mayor feels this is a terrific community asset and not sure the City wants to give up the shared control.

Ald. Olsen noted that the campus does need significant investment and he believes that the County is willing to make these investments. He feels it is something to explore but will depend on the details.

The Mayor also noted that they are working on ways to eliminate their deficit if they plan to maintain a presence here in Baraboo. This could include increasing enrollment, finding operating efficiencies, and possibly site optimization.

Consider Options for filling the position of City Administrator

P. Cannon noted that we have no viable candidates at this point, we are back to working out a new process. Kevin Brunner with PAA suggested that we re-open the process and post the job for about 3 weeks. He recommends we narrow the applicants down to four and bring those candidates to Baraboo for interviewing and another meet-and-greet. He will take a look at salaries offered by comparable communities.

Ald. Kent feels that the current job description requires this position to wear too many "hats"; we need to rely on our department heads. To keep throwing money out for the position is not the answer.

Ald. Petty agrees and feels it is unrealistic to think we are going to bring someone in that has all qualities; our expectations may be too high.

Ald. Sloan noted that Baraboo is maybe not as big as we see it; we may have to consider someone who is on their way up and live with the growing pains.

Mayor Nelson noted that we need to be aware of the salary being offered, we don't want this to be a struggle come budget time.

Ald. Kent feels that reviewing the job description is impertinent to filling this position. A "full" job description with many "hats" will lead to a higher salary. We need to know what skill sets we need to hire a City Administrator; what do we want? That's what we need to pay for.

P. Cannon noted that we need a City Administrator that will compliment current staff.

Council is in agreement that the job description needs to be reviewed by both staff and members of the Council, before moving forward.

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

**15. ADMINISTRATOR AND COUNCIL COMMENTS**

Ald. Ellington attended the Library Gala; it was very well attended by the public.

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

The City officially acknowledges receipt and distribution of the following:

**Reports:** January, Building Inspection

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

**Finance/Personnel Committee Meeting Minutes**

**January 10, 2024, 5:30 p.m.  
City Hall, Committee Room #205  
101 South Blvd., Baraboo, WI 53913**

Members Present: Petty, Kent, Sloan

Others Present: Interim City Administrators P. Cannon & T. Pinion, Clerk Zeman, J. Ostrander, R. Sinden (out at 5:55pm), Jeff Spencer (out at 5:55pm), Mayor Nelson (in at 6:10pm), and D. Olson (in at 6:35pm)

**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 December 12, 2023**

**Moved by:** Petty  
**Seconded by:** Kent

**CARRIED (3 to 0)**

- 1.d **Approve Agenda**  
**Moved by:** Petty  
**Seconded by:** Kent

**CARRIED (3 to 0)**

**2. Action Items**

- 2.a **Accounts Payable**  
**Moved by:** Kent  
**Seconded by:** Petty  
 Recommend to Common Council on paying \$8,852,807.83

**CARRIED (3 to 0)**

- 2.b **Lead Service Line Replacement Loan Program**  
 T. Pinion explained that this is a new Safe Drinking Water Loan program is a low interest loan that can be used for the private side lead service. The interest rate for this loan is 0.25%. Staff is estimating a cost to the homeowners of \$8,000 to replace these services. The water utility is regulated by the Public Service Commission (PSC) and they can't spend money on private properties. In order to make this available to the residents, the utilities will get the loan and the city will administer it, and therefore is not subject to PSC review. There are 54 residents on Hwy 33 that are affected by this, but we are hoping to borrow enough money to make it available to other residents as well. The loan to the City is a 10-year maximum. Residents can pay this off in installments, up to 10 years, with interest accrued. The other benefit to this loan is a 25% principal forgiveness with the savings being recognized by the residents. This loan will need to be paid off before any property can be sold.

**Moved by:** Kent  
**Seconded by:** Petty

Recommend to Common Council to establish a loan program for property owners to replace their private lead service lines.

**CARRIED (3 to 0)**

- 2.c **Line of Credit, Community First Bank TIF #11 Draw**  
 The Committee reviewed the expenses for TID #11, the Spirit Lake project. There were no concerns.  
**Moved by:** Petty  
**Seconded by:** Kent  
 Recommend to Council on approving a draw of \$618,589.17 from the Line of Credit with Community First Bank for TID #11

**CARRIED (3 to 0)**

- 2.d **Community Development Authority (CDA) & City Management Services**  
 T. Pinion explained that P. Cannons contract expired December 31, 2023. This contract renews the agreement for three more years, 2024-2026, and has been reviewed and recommended by the Community Development Authority Commission. The new agreement does note the current position of Interim City Administrator, assisting with the current construction projects, and an increase in compensation.

**Moved by:** Kent  
**Seconded by:** Petty

Recommend to Common Council to approve a three-year agreement for Patrick Cannon to provide management services to the City and the Community Development Authority (CDA).

**CARRIED (3 to 0)**

- 2.e **Design Contract, Baraboo Area Fire & EMS District Stations**  
 P. Cannon noted that the original contract included one \$13M station. Because we are now building two stations, we need to amend the original contract to reflect the increase in value to \$25M and update the timeline.

**Moved by:** Petty  
**Seconded by:** Kent

Recommend to Common Council to amend 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.

**CARRIED (3 to 0)**

- 2.f **Wisconsin Power & Light Easement**  
 T. Pinion explained that this easement is along the west side of the parking lot, south of Steinhorst Park. Alliant is doing a rebuild of their Jefferson Street "circuit" and this is part of that, taking from overhead to underground. This has been reviewed by the Parks & Recreation Commission and recommended for approval.

**Moved by:** Kent  
**Seconded by:** Petty

Recommend to Common Council to approve a permanent easement along the west line of the southerly end of Steinhorst Park to Wisconsin Power & Light Company.

**CARRIED (3 to 0)**

- 2.g **Wisconsin Professional Police Association (WPPA) Agreement**  
 T. Pinion presented a three-year police union contract. The initial year will include a 4% increase effective January 1, 2024, and 6% for each of the two following years, 2025 and 2026. There is a clause in the agreement

that if in year 2 (2025) and year 3 (2026) non-union employees receive more of a 6% increase, union staff will receive the same increase. These pay increases will hopefully, eventually, bring Baraboo back to a competitive wages, more in line with surrounding communities.

**Moved by:** Petty

**Seconded by:** Kent

Recommend to Common Council on approving the Wisconsin Professional Police Association (WPPA) Police Union Agreement for 2024, 2025, and 2026.

**CARRIED (3 to 0)**

**3. Information Items**

**3.a Update on insurance claims**

Clerk Zeman gave an update on claims that have been filed, and denied, with the City. There is one claim pending that, depending on the recommendations from legal counsel, could be brought back to Finance at a later date.

**4. Discussion Items**

**4.a 2025 Budget**

P. Cannon presented a list of what we know as expenses, including fixed costs, that we can project out, and what we know as revenues. He listed the core functions of the City to include public safety, transportation, general government such as the clerk, finance, elections, parks & rec, but to what extent, library, CDA, etc. We need to look at what we want to eliminate or reduce to reduce expenses. P. Cannon feels that at some point down the road we will need to go for a referendum to exceed our levy limit. We can do this as a general levy increase or as a specific function. We can look at new revenue brought in by new construction; however, with the increase of expenses this would not be sufficient revenue. The allowable increase to our levy limit will not balance to the higher increase in expenses. Projections show that we can get by for 2025 maintaining what we have. We will need to determine exactly how we want to present the referendum to the residents. Mayor Nelson noted that the school district is possibly looking at doing a referendum in 2025; we may not want to do a city referendum at the same time. He also commented that they may be some wiggle room with public safety, maybe we need to consider not filling positions? We could maybe also look at the possibility of going after available grants. The committee will consider going to referendum in April of 2025, effective 1/1/2026. Another thing to consider is increasing user fees. Staff will put together an outline of what we want to do for the next meeting.

**5. Adjournment**

**Moved by:** Kent

**Seconded by:** Petty

That the meeting adjourn at 6:46pm.

**CARRIED (3 to 0)**

**CITY OF BARABOO ADMINISTRATIVE MEETING  
Meeting Minutes  
January 2, 2024, 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  
Boardman and Clark - City Attorney Eric Hagen  
Citizens: Jacqueline Alwin and Dennis Pliska

**1. CALL TO ORDER**

- 1.a ROLL CALL OF MEMBERS
- 1.b NOTE COMPLIANCE WITH OPEN MEETING LAW
- 1.c APPROVE MINUTES from December 5, 2023 and November 7, 2023
- 1.d APPROVE AGENDA

**2. ACTION ITEM(S)**

- 2.a SQRL Service Stations, LLC  
All backgrounds came back okayed.  
**Moved by:** Hazard  
**Seconded by:** Kierzek  
Recommend to the Common Council for a "Class A" Combination Liquor License for SQRL Service Stations, LLC, d/b/a SQRL Service Station, Store #707.  
Motion:CARRIED
- 2.b Temporary Liquor License, St. Joseph Catholic Parish

No issues were found.

**Moved by:** Hazard

**Seconded by:** Kierzek

Recommendation to the Common Council on approving a Temporary Liquor License (AKA Picnic License) for the St. Joseph Catholic Parish, Trivia by Pat, 01-27-2024

Motion:CARRIED

2.c Temporary Liquor License, Friends of the Library

Police Department have no issues.

**Moved by:** Kierzek

**Seconded by:** Hazard

Recommendation to the Common Council on approving the Temporary Liquor License (AKA Picnic License) for the Friends of the Carnegie-Schadde Memorial Public Library, Next Chapter Gala 1-27-2024.

Motion:CARRIED

2.d Operator's License, Jacqueline Alwin

Police reviewed license and there were prior liquor issues that fell into the four year flow chart. The offenses are 2006, two in 2008, and 2018 was the 4th offense. These are mostly old.

Jacqueline was allowed to speak to the issues. Jacqueline explained that her convictions. She works part-time 20 hours at the library and extra at the Floral. She applied for this license to make extra money to survive. She has been on the straight and narrow.

Dennis Plieska stated his job is to train new employees properly. Jacqueline has passed these and has proven her good judgement and understands serving standards. He would like her to have the opportunity to prove herself.

Conditional license would be good until June 30,2024. At that time she can apply for a new license.

**Moved by:** Hazard

**Seconded by:** Kierzek

Recommendation to the Common Council to approve Conditional Operator's License for Jacqueline Alwin.

Motion:CARRIED

3. **DISCUSSION**

3.a Review and discuss sample food truck ordinances.

Discussion clarification on the Park's section. Parks Commission controls Park parking rules.

Number 1(a). Permit is not required, in this instance a special permit would be needed. Therefore, each separate food truck would need a permit.

Number 2(a). Typo correction, not a food establishment.

Number 2(c). Moving truck versus parked truck.

Number 3(b). Deny permit if licensing isn't passed.

Number 3(d). Obligated to serve in the area specified with proper parking for each area downtown.

Number 4(b). Hours of operations seems a little restrictive and limited. We do not want serving on the street.

Question about parking on specific busy streets downtown, like the courthouse square. Chief doesn't want to see serving on the streets. There are continuous permits this may impact, but not special events. Each individual would need to apply for a permit.

Number 8 Parking lots assumed to be part of the Parks.

Number 9(g) Add right of use permit.

Number 9(h) The guidelines for sidewalk use exclusively would not happen because distance requirements avoid issues of driving on the sidewalks.

Number 15(k) The third line from the bottom about alcohol. Night market had stands with alcohol. It was determined each individual would be a special case and apply for a permit.

Clerk will approve permits without committee or Council involvement.

Police Chief or designee - would be able to eject a vendor from the premises if they aren't abiding by the rules.

Ordinance change will be forth coming with fee additions. Fee to be based upon Parks department and city cost.

New fees will be added or updated on the Fee Schedule. Recommendation of cost to be one fee all inclusive.

Eric will address the changes and will bring draft back to next meeting for review and then approval to go to Finance Committee and Council.

4. **INFORMATIONAL ITEM(S)**

4.a Date and time of next meeting - February 6, 2024

5. **ADJOURNMENT (Voice Vote)**

Adjourn at 9:02 am

**Moved by:** Hazard

**Seconded by:** Kierzek

Motion:CARRIED

**17. ADJOURNMENT**

Mayor Nelson declared the meeting adjourned at 9:23pm.

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Brenda M. Zeman, City Clerk



Baraboo Area  
Chamber of Commerce  
Annual Report for 2023



# Our Mission

The Baraboo Area Chamber of Commerce will promote the Baraboo area as a premier tourism destination and strengthen the local economy by advancing the interests of our members and constituents.



# Board Structure

- 2023 bylaw changes will reduce board size from 17 to 11 by Jan. 1, 2025
  - 2 Hoteliers (City of Baraboo and Village of West Baraboo)
  - 1 Ho-Chunk Gaming Wisconsin Dells
  - 1 Tourism
  - 1 Professional
  - 1 Retail
  - 1 Agribusiness
  - 1 Manufacturing
  - 1 Financial Services (new)
  - 2 At-Large
- 5 Standing Committees
  - Tourism
  - Economic Development/Government Relations
  - Membership
  - Finance/Fundraising
  - Executive



# 2024 Executive Committee



Teddie  
Szydowski  
Community  
First Bank  
President



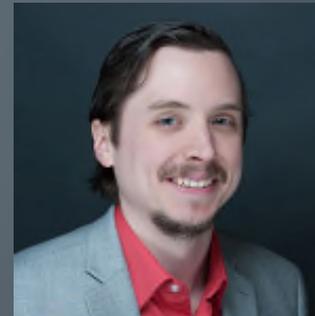
Shelley Mordini  
Baraboo Tours  
Vice President



Tony Jaynes  
Wegner CPAs  
Treasurer



Mary Dressen  
Pizza Ranch  
Secretary



Christian  
Herrild  
Teel Plastics  
Past President



# 2024 Board of Directors

- President – Teddie Szydowski, Community First Bank
- Vice President – Shelley Mordini, Baraboo Tours
- Treasurer – Tony Jaynes, Wegner CPAs
- Secretary – Mary Dressen, Pizza Ranch
- Past President – Christian Herrild, Teel Plastics
- Beth Anacker, Ho-Chunk Gaming-Wisconsin Dells
- Julie Hearley, Ringling House Bed and Breakfast
- Shawna Marquardt, Madison College
- Tom Patel, Best Western Baraboo Inn
- Jill Quandt, Baraboo Bluff Winery
- Merry Lynn Riek, WCCU Credit Union
- Nellie Schmitz, Next Level Creative and Con Amici
- Tiffany Sloan, Baraboo State Bank
- Stefani Wagner, Cross, Jenks, Mercer & Maffei, LLP
- Tara Zitzner-Moy, Baraboo State Bank

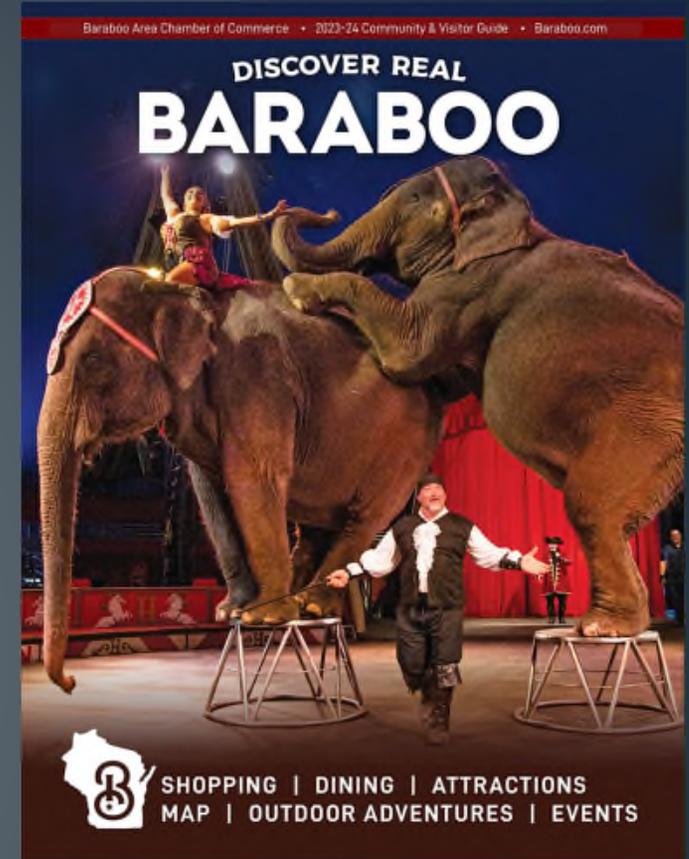
# Valued Community Partners

- Tom Pinion, Police Chief Rob Sinden and Mayor Rob Nelson, City of Baraboo
- Melissa Ryan and Jim Bowers, Village of West Baraboo
- Steve Swallen, UW-Platteville/Baraboo-Sauk County
- Dr. Rainey Briggs, Baraboo School District
- Melanie Platt-Gibson, Sauk County



# 2023 Tourism Highlights

- **Big Top Parade**
  - Upwards of 25,000 attendees
  - Estimated economic impact of \$2.17 million
  - Farewell to our beloved elephants
- **Oktoberfest**
  - 2<sup>nd</sup> annual event held at Circus World
  - Attendance +75%; beer sales +50%
- **Collaboration with DBI**
  - Room tax sharing agreement
  - Fairs on the Square
  - Light Parade, Wine Walk and other events
- **2023 Discover Real Baraboo Visitor Guide**
  - 16,500 copies distributed
  - Statewide distribution through Vector & Ink, Welcome Wisconsin Centers and visitor bureaus
  - 6,000 copies distributed locally
- **Fairfield Inn & Suites Baraboo opened!**



# Tourism Promotion Toolkit

- Print
  - Discover Real Baraboo Visitor Guide
  - Magazines and Brochures
- Social Media Platforms
  - Facebook
  - Instagram
  - Twitter
  - TikTok
- Website ([www.baraboo.com](http://www.baraboo.com))
- Visit Widget
- Tourism Organization Membership
  - Circle Wisconsin
- Email (Constant Contact)
- Radio



# 2023 Tourism 'Big Ticket' Investments

- Madison Media (Amplified digital, pay per click) \$5,500
- Powerplay Marketing (Brewers Yearbook, Go Great Lakes) \$5,250
- WBAY online (Green Bay market) \$5,150
- Vector & Ink (summer and winter print magazines) \$4,305
- Close Publications (print specialty guides) \$4,260
- Social media influencers \$3,050
- Vector & Ink (visitor guide distribution) \$3,000
- Close Publications (online) \$2,600
- Ice Age Trail Alliance (Membership fee) \$2,500
- Wisconsin Public Radio \$2,195

# 2023 Tourism 'Big Ticket' Investments

# 2022 October through September 2023 Sauk County Chamber Insights

Measuring the Way Your Media Moves

November 09, 2023

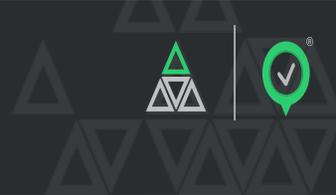
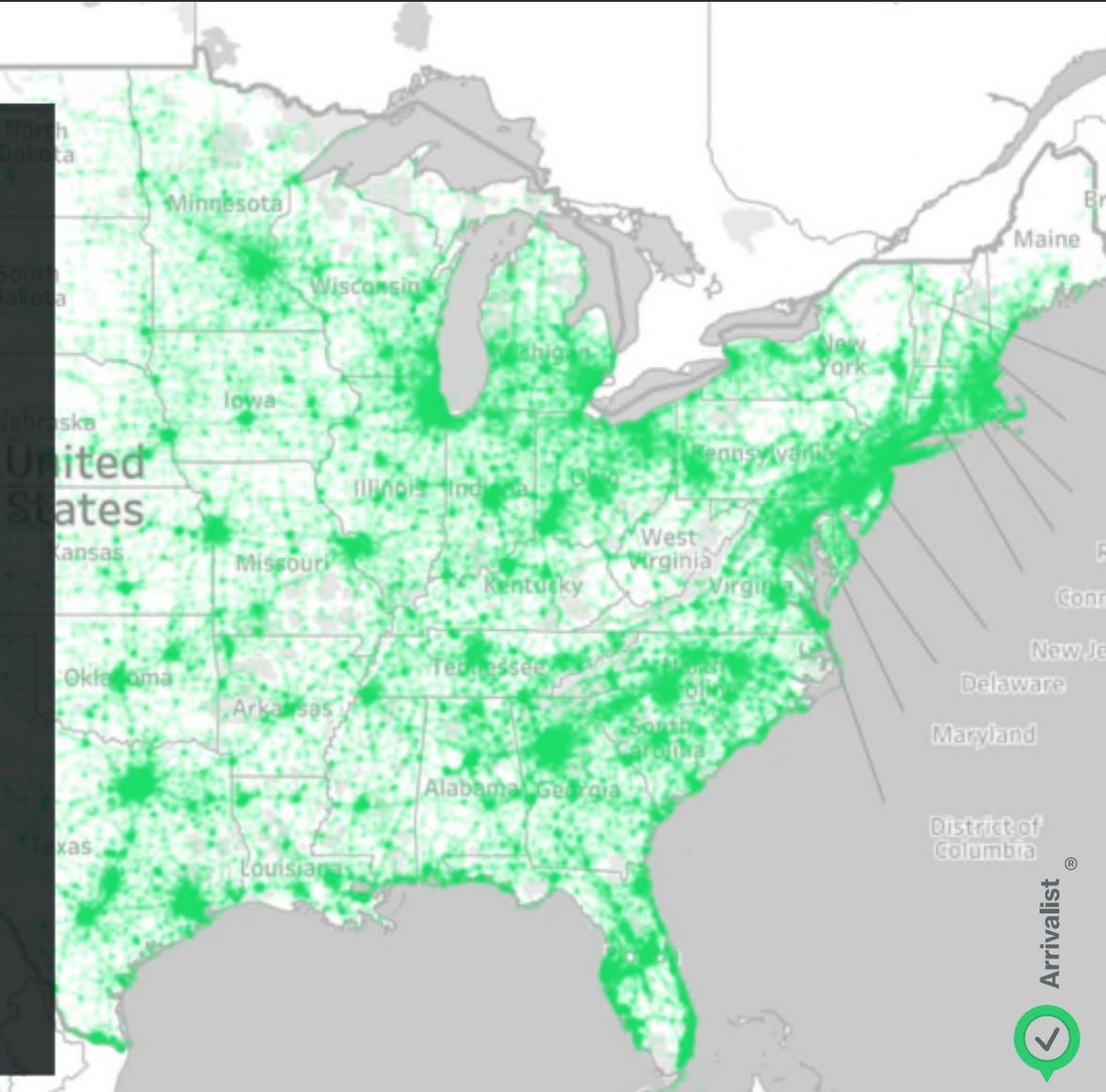
HORIZON



## Arrivalist Calibrated Data



- Anonymized, multi-sourced GPS location data for millions of users, accurate to 30 feet
- Rigorously balanced to be an accurate representation of the US population
- Privacy Law Compliant (CCPA & GDPR)



# What's Included in our Analysis

+

## Included:

- Smartphone panel trips, balanced each month to the US Census and published as Calibrated Data
- US Adult extrapolations
- Trips of 50+ miles from panelists' homes
- Trips of 2+ hours in arrival zone
- Round trips, where a visitor returns home

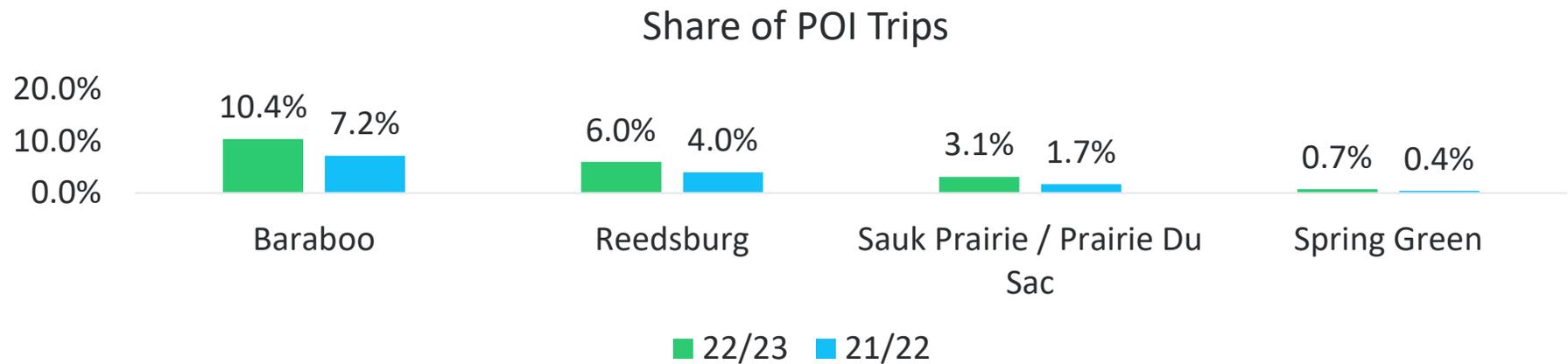
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## Excluded:

- International visitation
- Children (<18 y/o)
- Non-smartphone users or trips where no smartphone signals picked up for multiple days
- Local trips of less than 50 miles
- Trips of less than 2 hours in arrival zone
- One-way trips, like relocations
- Commuters

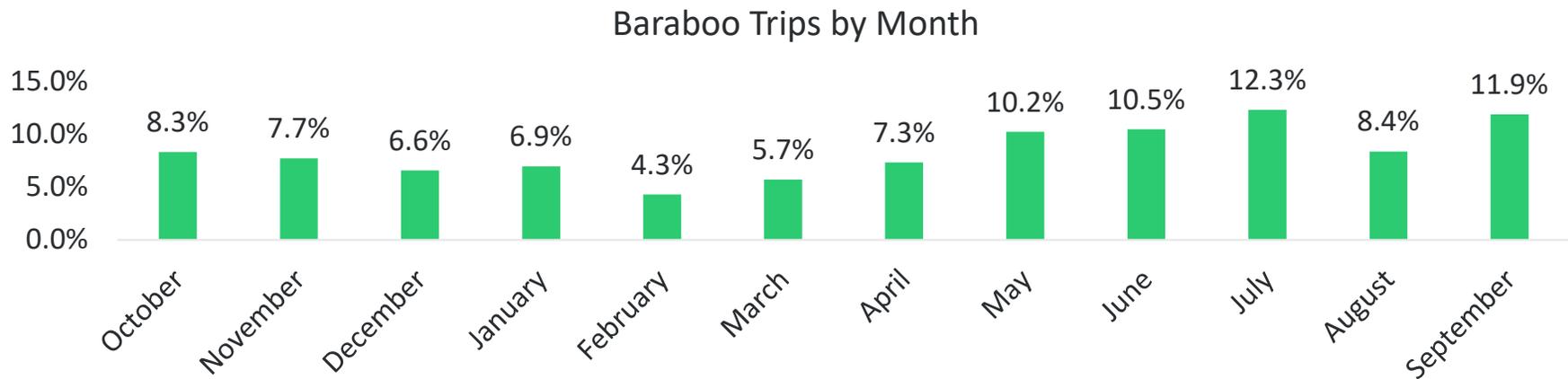


# October through September Share of Total Trips to Sauk County by the Chambers (October 2021-September 2022 Compared to October 2022-September 2023)

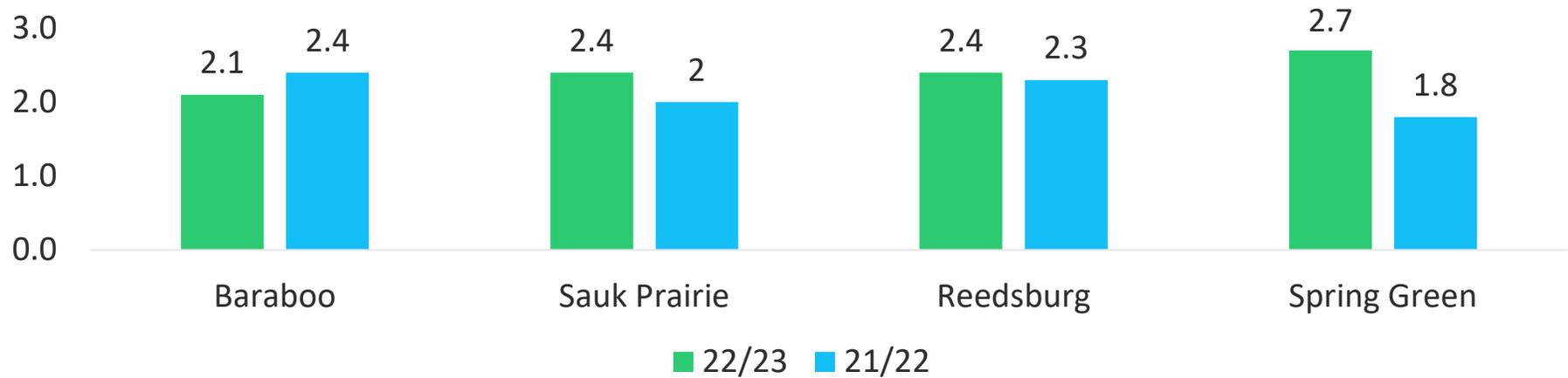


# 2022 October through September 2023 Baraboo Trips by Month

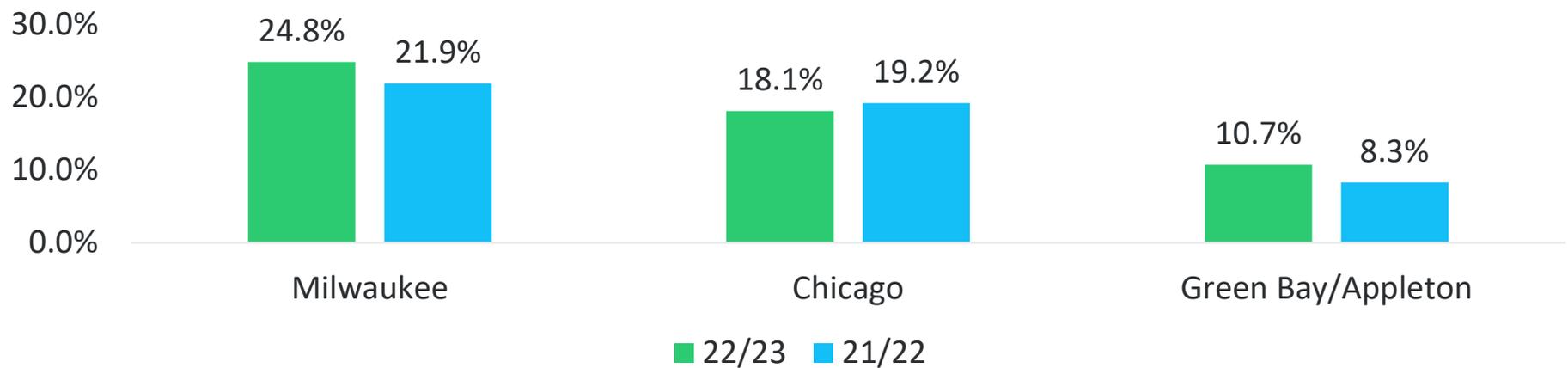
July was the most visited month



# October through September Average Nights to Chambers (October 2021-September 2022 Compared to October 2022-September 2023)



# October through September Top Three Origin DMAs to Baraboo (October 2021-September 2022 Compared to October 2022-September 2023)



## Where else do people visit besides the Chamber

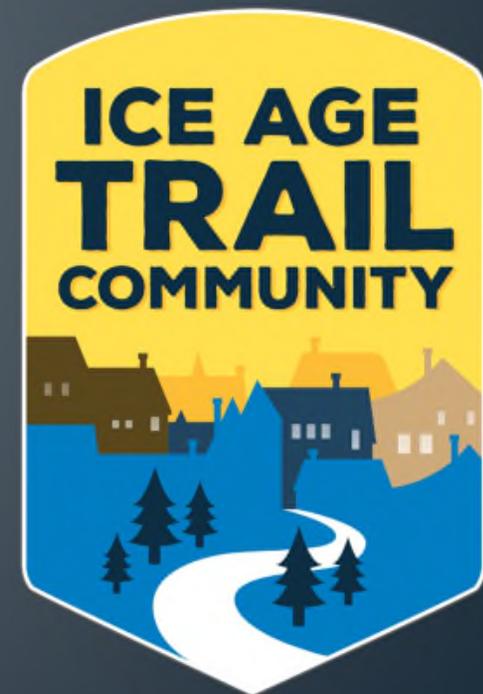
This slide is read as those travelers who made a trip to Baraboo, 17.5% of Baraboo visitors also went to the Wisconsin Dells

	Wisconsin Dells	Kalahari Resorts Dells	Baraboo	Devils Lake State Park	Reedsburg	Ho Chunk Gaming Casino	Mirror Lake State Park	Sauk Prairie	Merrimac	Devils Head Resort
Baraboo	17.5%	4.5%		14.5%	6.9%	3.3%	4.0%	4.2%	1.2%	1.6%
Reedsburg	12.8%	4.0%	13.4%	1.3%		2.1%	1.6%	2.3%	0.3%	0.1%
Sauk Prairie	5.3%	2.8%	15.2%	3.1%	4.3%	0.9%	0.7%		1.4%	0.8%
Spring Green	7.0%	0.9%	3.4%	0.5%	1.8%	0.4%	0.9%	6.9%	0%	0%



# On tap for 2024

- Enhanced visitor guide
  - Increase from 40 to 48 pages
  - Minimum of 17,500 copies printed
  - Expanded presence for downtown Baraboo
- Big Top Parade
  - Saturday, June 8
  - Anticipate more than 20,000 spectators
  - Hotels/motels filled to capacity
- Oktoberfest
  - Saturday, Sept. 21 at Circus World
  - Goal is to continue year-over-year growth
- Ice Age Trail Community promotion
  - Baraboo/West Baraboo are 'on the map'
  - Another asset to draw tourists to the area
- Collaboration with DBI
  - Fairs on the Square, Wine Walk and other events



# Thank You!



DISCOVER REAL  
**BARABOO**

# BARABOO AREA CHAMBER & TOURISM

## 2023 Budget/Tourism-Related Expenses

<u>Description</u>	<u>Expense Amt</u>	<u>% for Tourism</u>	<u>Tourism</u>	
			<u>Expense Amt</u>	<u>Notes</u>
Office Overhead	\$9,053	50%	\$4,527	Leasing of photocopier, postage machine and office supplies
Hardware/Software	\$6,729	75%	\$5,047	Hardware/software used to create and distribute tourism-related materials
Maintenance & Utilities	\$18,376	75%	\$13,782	Maintenance and utilities of Visitor Center space
Subcontractors	\$13,250	25%	\$3,313	Bookkeeping services
Event Supplies & Rentals	\$23,867	100%	\$23,867	Supplies for tourism-related events
Event Entertainment	\$26,805	100%	\$26,805	Entertainment for parade and Oktoberfest
Merchant Service Fees	\$2,997	10%	\$300	Credit card machine services
Tourism Advertising	\$58,777	100%	\$58,777	Print, digital, website and radio tourism-related advertising
Tourism Dues/Fees	\$5,855	100%	\$5,855	Dues, subscriptions and memberships to tourism organizations
Printing, Design & Distribution	\$4,507	100%	\$4,507	Fees for Visit Widget, Shutterstock images and other design services
Shipping	\$1,927	100%	\$1,927	Distribution of annual visitor guides to Welcome Wisconsin Travel Centers
Office Rent	\$18,990	75%	\$14,243	Visitor Center lease with Community Foundation of South Central Wisconsin
Telephone/Internet	\$4,563	50%	\$2,282	Tourism-related business conducted over the telephone and internet
Insurance	\$15,419	40%	\$6,168	Big Top Parade and Oktoberfest liability insurance
Payroll Expenses	\$175,279	60%	\$105,167	Staff time is dedicated at least 60% to tourism-related duties
Contributions	\$11,250	100%	\$11,250	Circus World parade contribution, Ice Age Trail fee
All Other Expenses	\$54,840	0%	\$-	Bad debt, professional fees, meals
<b>TOTAL TOURISM-RELATED SPENDING</b>			<b>\$ 287,814</b>	<b>63.6% as a percentage of revenue; 66.1% as a percentage of expenses</b>

2023 Total	2023
Income	Expenses
\$ 452,484	\$ 435,167

**10.1**

**RESOLUTION NO. 2024 -**

**Dated: February 27, 2024**

**The City of Baraboo, Wisconsin**

<i><b>Background:</b></i>
<b>Fiscal Note: (Check one) [ ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted</b>
<i><b>Comments</b></i>

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

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

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

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

**Ordinance No.**  
**The City of Baraboo, Wisconsin**

**BACKGROUND:** This is an Ordinance to repeal and recreate Section 12.05A of the Municipal Code of the City of Baraboo, Sauk County, Wisconsin, relating to establishing a Mobile Food Vending Permit.

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

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

1. Section 12.05A of the Baraboo Municipal Code shall be and is hereby repealed and recreated to read as follows:

**12.05A ~~LATE NIGHT~~ MOBILE FOOD VENDING PERMIT**

(1) PERMIT REQUIRED.

(a) Any person operating, conducting or managing within the City a mobile food ~~vending stand~~~~establishment~~ shall obtain a mobile food vending permit. A permit shall not be required for any private party, picnic, event or gathering where the general public is not invited, nor when such mobile food vending occurs entirely on private property.

(b) The permit fee shall be as set forth in the Official Fee Schedule.

(c) Each mobile food establishment shall be permitted separately.

(2) DEFINITIONS.

(a) A “Mobile Food Vendor” is the registered owner of a mobile food establishment or the owner’s agent or employee, which an individual who offers for sale only personally prepared food for which ~~that individual vendor~~ is regularly involved in all phases of both the production and the sale of the food. In addition, a ~~food~~ vendor may be a corporation, cooperative or partnership; however, the application and permit shall designate a primary individual who ~~is~~ regularly involved in all phases of the production process and who ~~are~~is responsible for the vending operation.

(b) “Personally Prepared Food.” Personally prepared food is food or beverage produced by the vendor from raw or basic ingredients, changing the nature, form, shape or function. All food sold shall comply with State Health Regulations. In addition, the category ‘personally prepared food’ shall include the following:

1. Fruit sold by the piece or in individual-sized portions.
2. Condiments and other incidental ingredients given free with personally prepared food.
3. Coffee, tea, milk, and commercially produced beverages in containers not made of glass.

4. Hotdogs, bratwurst or other sausages, and commercially produced buns.
5. Ice cream bars and other pre-portioned frozen treats; soft serve or hard scooped ice cream served by the cone or dish.

(c) "Mobile Food Establishment" means a restaurant or retail food establishment where personally prepared food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a Service Base to accommodate the unit for servicing, cleaning, inspection and maintenance, or except as specified in the Wisconsin Food Code.

(d) "Service Base" means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

### (3) PERMIT APPLICATION PROCESS.

(a) Application. Any person desiring to operate a mobile food establishment shall apply for a mobile food vending permit. The application for such permit shall be on forms provided by the City Clerk's office and will include all the following:

1. The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
2. A description, including make, model, VIN number and license plate, of the mobile food establishment.
3. A valid copy of all necessary licenses, permits or certificates required by Sauk County and the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including but not limited to a valid proof of registration for the vehicle and driver's license for all operators and documentation of the necessary approvals from the Sauk County Health Department for operation as a mobile food vendor.
4. Any additional information deemed necessary by the City Clerk to determine if issuance of a mobile food vending license to a particular applicant would be in the best interest of the public.

(b) Investigation; application denial. Upon receipt of an application for a mobile food vending permit and payment of the proper permit fee, the City Clerk shall forward the application to the Chief of Police or their designee who shall make and complete an investigation of the statements made in such application. The City Clerk may refuse to grant the permit if any of the following is determined:

1. The application contains any material omission or materially inaccurate statement;
2. The circumstances of a pending criminal charge against the applicant substantially relate to the permitted activity.
3. The applicant has been convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which substantially relate to the circumstances of the particular job or permitted activity.

4. The applicant failed to comply with (3)(a) above.

(c) Appeal; hearing before Committee. If the City Clerk denies an application for a license, the applicant may appeal within 15 days after the Clerk mails a notice of denial to the applicant. If the applicant files a timely appeal with the Clerk, the Clerk shall schedule an appeal hearing before the Administrative Committee.

(d) Committee approval; Council action. The Committee may approve any application placed on its agenda only if the applicant is qualified under this section and may place conditions upon approval. The Common Council shall affirm, reverse, or modify the Committee decision.

(4) AREAS OF OPERATION.

(a) Between 6:00 AM and 9:00 PM ~~Late Night m~~ Mobile ~~F~~Food establishments ~~Vendor permittees~~ may operate in all areas except R-1 Single Family Residential District, R-1A Single Family Residential District, R-2 One and Two Family Residential District, R-3 One - Through Four-Family Residential District, R-4 Four through 12 Family Residential District, R-5 Thirteen Family and Up Residential District, NRO Neighborhood Residential/Office District, MH Manufactured-Home (TYPE 1) Park District, and MH Manufactured Home (TYPE 1) Single Family Residential District.

(b) Between 9:00 PM and 3:00 AM mobile food establishments may operate only within the area bounded by Broadway Street on the west, 5th Street/Avenue on the north, Ash Street on the east, and 2nd Street/Avenue on the south. If the permittee utilizes a vehicle or trailer from a street, operations may only occur in an area which is marked for parallel parking of vehicles.

(54) HOURS OF OPERATION. ~~A Late Night Mobile Ffood Vestablishmentsendor permittee shall~~ may only operate between the hours of ~~9:00~~6:00 PAM and 3:00 AM. ~~Vehicles, carts, trailers~~ Mobile food establishments and other equipment ~~shall~~may only be set up at a place of operation after ~~96:00~~ 6:00 APM, and must be removed by ~~9:00 PM or 3:00 AM when operating within the area designated in (4)(b) above.~~ 3:00 AM.

(65) EXCLUSIONS. ~~A Late Night Mobile Ffood Vendor permitte~~ establishments shall not be used during times when a Special Event ~~Permit-License~~ (§12.05, Ordinances) is in effect in the Areas of Operation and during Hours of Operation, ~~except with the permission of the Special Event License applicant, pursuant to § 12.05(8) of the City Code.~~ Excavation and Openings Permits (§8.03, Ordinances) and Encroachments Permits (§8.04(2), Ordinances) shall supersede any permit issued pursuant to this section.

(67) RIGHT-OF-WAY. ~~No mobile food establishments shall operate within the public right-of-way, as defined in §8.16(1)(r) of the City Code, except as follows:~~

(a) with a Right-of-Way Use Permit, pursuant to § 8.16 of the City Code;

(b) at a Farmers' Market with a permit issued pursuant to § 12.07(5) of the City Code; or

(c) at a Special Event with the permission of the Special Event License applicant, pursuant to § 12.05(8) of the City Code.

~~No permit shall be issued for use of public right-of-way until satisfactory evidence is presented that the permittee has obtained general liability insurance coverage with an insurance company permitted by the State of Wisconsin naming the City as an additional insured in amounts not less than \$1,000,000 for bodily and personal injury sustained by any one occurrence and \$100,000 for property damage, and said insurance shall be primary insurance coverage for any damages to persons or property caused by reason of any accident or occurrence to any person or property arising from or growing out of the use~~

~~of the encroachment permit. Such insurance coverage shall be maintained for so long as the permit is in effect.~~

(78) CITY PARKS.

(a) Approval Required. No mobile food establishments shall operate within a City park without written approval of the location and hours of operation by the Director of the Parks & Recreation Department or their designee and payment of the fee on file with the Parks & Recreation Department. A copy of the written approval shall be kept in the mobile food establishment while operating in a City park. The City reserves the right to withdraw approval of the location and hours of operation of a mobile food establishment for any reason. Mobile food vendors shall comply if asked to leave a park by the Chief of Police or their designee.

(b) Approval Fee. The Parks & Recreation Department shall establish the fee for such approval in an amount sufficient to recover the costs incurred by the City for processing requests for approval. This fee shall be computed as the average of labor costs, indirect costs, and other costs associated with approval unless otherwise regulated by law, in which case the lesser amount shall apply. The Parks & Recreation Department may recalculate and establish a new approval fee each year as permitted by law and ordinance and said fee shall be on file with the Parks & Recreation Department.

~~GARBAGE CAN. Each permittee shall furnish at its location of operation a garbage can not less than 30 gallons in size. Garbage shall not be allowed to accumulate as litter, and full garbage cans shall be emptied as needed throughout the hours of operation. No garbage shall be deposited in municipal waste containers by a permittee. Prior to leaving a site after operation, a permittee shall inspect and pick up all garbage, litter, refuse, and food within 50 feet.~~

(89) RESTRICTIONS AND LIMITATIONS. The exercise of a permit pursuant to this section shall be subject to the following restrictions and limitations:

(a) Noise levels emanating from the vending site shall be kept to a minimum, and shall be reasonable so as not to disturb the peace and quiet of those in the vicinity, including but not limited to residents, merchants, and customers. No sound amplification shall be allowed. Vendors utilizing an enclosed ~~vending cart~~ mobile food establishment may use amplification inside an enclosed ~~mobile food establishment~~ vending cart only, and any music or other audio shall be kept to a volume such that it cannot be heard outside of the ~~cart~~ mobile food establishment beyond the first customer in line at the window or service area.

(b) All mobile food establishments and vending equipment, including carts, tables, apparatus and merchandise shall be removed from the streets, sidewalks, terrace area or other vending location during times when vending is prohibited.

(c) All mobile food establishments and equipment used at the vending site shall be in a clean, sanitary, hazard-free condition and maintained in a presentable appearance and in good repair, without noticeable holes or other structural defects. Visible exterior surfaces ~~of all equipment~~ shall be maintained so as to prevent chipping, cracking or other deterioration of the paint or exterior surface.

(d) A vendor shall be present within the vending site at all times during which items are displayed or sold, except that a vendor may leave his or her vending site unattended during lawful vending hours for a maximum of ten (10) minutes.

(e) Generators must operate at 60 decibels or lower when measured from the building front nearest to the permittee.

(f) No vendor shall drive or permit another to drive a motor vehicle upon any sidewalk area for the purpose of depositing ~~vending carts~~ mobile food establishments or other equipment thereon. This prohibition does not apply to permanent or temporarily established driveways.

(g) No service from a ~~truck or trailer~~ mobile food establishment shall be allowed onto the street side of the ~~vehicle~~ mobile food establishment except when:

1. approved under a Right-of-Way Use Permit (§ 8.16, Ordinances);
2. the street is in use for a Special Event (§12.05, Ordinances);
3. the street is in use for the Farmers' Market (§12.07, Ordinances); or
4. the street is closed to vehicular traffic.

(h) A ~~food cart~~ mobile food establishment located upon a sidewalk shall ~~not~~ be placed not less than 5 feet from a building. A minimum ~~5-foot~~ 5-foot path for pedestrian traffic shall be maintained at all times, and the vendor shall manage its queue so that pedestrian traffic on the sidewalk is not impeded.

(i) Seating for customers is not allowed.

(j) No moving or flashing lights are allowed.

(k) No alcohol shall be served.

(l) Each permittee shall furnish at its location of operation a garbage can not less than 30 gallons in size. Garbage shall not be allowed to accumulate as litter, and full garbage cans shall be emptied as needed throughout the hours of operation. No garbage shall be deposited in municipal waste containers by a permittee. Prior to leaving a site after operation, a permittee shall inspect and pick up all garbage, litter, refuse, and food within 50 feet.

(m) A mobile food establishment shall be located no less than 100 feet from the nearest edge of any building or section of a building comprising a licensed food establishment, the kitchen of which is open for serving food to patrons. This restriction may be waived if the most recent application for a mobile food vending permit was submitted together with the written consent of the proprietor of the adjacent licensed food establishment.

(n) Nothing in this section shall be deemed to supersede or repeal any ordinance relating to noise, park closing hours, or parking, except as specifically provided in the section. Vendors will take every precaution to ensure that their operations do not materially affect the peace and welfare of the general public nor cause any unreasonably loud, disturbing and unnecessary noise or any noise of such character, intensity or duration as to be detrimental to the life or health of any individual or which is the disturbance of public peace and welfare.

#### (10) VIOLATIONS AND PENALTIES.

(a) Any person violating any provision of this section shall be subject to a penalty as provided in § 12.18 of the City Code.

(b) The Police Department and Department of Public Works shall have concurrent authority to remove or cause the removal of any mobile food establishment, vending equipment, or merchandise found on the street, sidewalk, terrace, or other vending location in violation of any regulations established pursuant hereto. In addition to any forfeiture, the violator shall be liable for any removal,

~~towing and storage charges incurred by either department.(9) FEE. The fee for a Late Night Mobile Food Vending Permit shall be as set forth in the Official Fee Schedul~~

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 \_\_\_\_\_ and is recorded on page \_\_\_\_\_ of volume \_\_\_\_\_. A summary of this Ordinance was published in the local newspaper on the \_\_\_\_\_

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

12.1

RESOLUTION NO. 2024 -

Dated: February 27, 2024

The City of Baraboo, Wisconsin

**Background:** As a result of the enactment of Ordinance No. 2626, which repealed and recreated sec. 12.05A of the Municipal Code of the City of Baraboo, Sauk County, Wisconsin, relating to establishing a Mobile Food Vending Permit, a fee for a Mobile Food Vending Permit must be established.

The Administrative Committee reviewed this matter at their February 6, 2024 meeting and recommended the addition of a \$100 fee for a Mobile Food Vending Permit.

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

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

To approve the addition of a Mobile Food Vending Permit Fee in the Clerk Fees on the City's Official Fee Schedule, as follows:

- Mobile Food Vending Permit fee \$100 (New)

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

The City of Baraboo, Wisconsin

Background: US Cellular has a license agreement with the City in order to place equipment on our Hwy A water tower (2323 East Street). US Cellular has requested an amendment to the agreement to replace the existing six antennas with three integrated antennas. All structural changes have been reviewed/approved by a third-party consulting firm and the firm will conduct on-site inspections during the structural modifications (US Cellular will reimburse for these expenses). The 2001 agreement was due to expire in 2026. This agreement will add 30 more years to the agreement.

Our attorney has reviewed the amendment and the memorandum of license. They made significant improvements to the language that detail/update outdated language from 2001. The amendment was considered by the Public Safety Committee on February 26, 2024, and received unanimous support.

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

A Resolution authorizing the Mayor and City Clerk to enter into the Fourth Amendment to the License Agreement with US Cellular. This Resolution will authorize the Mayor to enter into the Memorandum of License (MOL) with US Cellular.

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

The Mayor and City Clerk are authorized to enter into the attached Fourth Amendment to the License Agreement as shown upon the attached form. The Mayor is authorized to enter into the attached Memorandum of License.

Offered by: Public Safety Committee.

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

Motion:

Second:

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

## FOURTH AMENDMENT TO LICENSE AGREEMENT

This Fourth Amendment to License Agreement (“Fourth Amendment”), made effective as of the date of the last signature below, modifies that certain License Agreement, dated December 15, 2001, as amended by the First Amendment to License Agreement dated January 13, 2015, the Second Amendment to License Agreement dated August 1, 2016, and the Third Amendment to License Agreement, dated July 17, 2020 (collectively, as amended, the “Agreement”) by and between the City of Baraboo (“City”), and United States Cellular Operating Company LLC (“Company”), a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631. City and Company are referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, pursuant to the Agreement, City has granted Company the right to place certain communications facilities used in Company’s cellular common carrier mobile radio station operations on certain locations on The Structure located on The Property, located at 4329 County Highway A in Baraboo and to use The Premises for a building to house additional Communications Facilities; and

WHEREAS, Company desires to modify and/or add to The Communications Facilities on The Structure, subject to City’s approval pursuant to the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to document Company’s proposed modifications to The Communications Facilities (“Modification Project”), and to extend the Term of the Agreement; and

NOW THEREFORE, in consideration of the terms of the Agreement and this Fourth Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree that the Agreement is amended as follows:

- I. Recital A to the Agreement is hereby deleted in its entirety and replaced with the following:
  - A. City owns certain real property located in the Town of Baraboo, Sauk County, Wisconsin, (“The Property”), as more particularly described on Exhibit A-1. The Property contains a water tower (referred to as The Structure) owned by City.
- II. Recital B to the Agreement is hereby deleted in its entirety and replaced with the following:
  - B. Company desires to construct, install, maintain, and operate certain communications facilities used in Company’s cellular common carrier mobile radio station operations (“The Communications Facilities”) to be located on a portion of The Property (“The Ground Space”) and on certain locations on The Structure (“The Structure Space”), as indicated on Company’s construction plans and drawings shown in Exhibit C-3, that may be amended from time to time.

- C. The Ground Space and The Structure Space are referred to collectively as “The Premises.” The legal description of The Ground Space is more particularly described in Exhibit A-1.
- III. The execution of the proposed Modification Project when completed will result in the addition of three (3) integrated antennas and the removal of six (6) antennas. For the sake of clarity, following the installation of the equipment contemplated by this Fourth Amendment, Company will have the following equipment on The Structure: three (3) integrated antennas, six (6) antennas, three (3) raycaps and nine (9) remote radio units.
- IV. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-1 as attached to and made a part of this Fourth Amendment.
- V. Exhibits B, B-1, and B-2 to the Agreement are deleted in their entirety and replaced with Exhibit B-3 as attached to and made a part of this Fourth Amendment. Exhibit B-3 shall be a complete inventory of The Communications Facilities that exist on The Structure after completion of the Modification Project.
- VI. Company’s detailed construction plans and drawings for the Modification Project, which City hereby approves, and the related structural analysis for the project shall be attached hereto as Exhibit C-3. City’s approval of the construction plans and drawings serves as Company’s authorization to carry out such Modification Project and to maintain and operate The Communications Facilities associated with the project.
- VII. Exhibits C, C-1, and C-2 to the Agreement are deleted in their entirety and replaced with Exhibit C-3 as attached to and made a part of this Fourth Amendment.
- VIII. Company shall reimburse City for the professional costs City incurs related to the review of Company’s construction plans and drawings for its proposed Modification Project. Company’s responsibility to reimburse City for this review, including any post-construction inspection fees shall not exceed Six Thousand, Nine Hundred and 00/100 Dollars (\$6,900.00). Company’s reimbursement of such costs pursuant to this Fourth Amendment does not obligate Company to pay such fees related to future modification projects.
- IX. Paragraph 3 to the Agreement is hereby deleted in its entirety and replaced with the following language:
3. Term. The initial term of this Agreement shall be for a period of ten (10) years, commencing on the date Company obtains all necessary City approvals (“The Commencement Date”), and ending on the tenth (10<sup>th</sup>) anniversary thereof. Thereafter, Company shall have the right to extend this Agreement for up to (9) successive five (5) year renewal terms (“The Renewal Term”) unless Company notifies City in writing of its intention to terminate this Agreement at least sixty (60) days prior to the expiration of the then-current Renewal Term, in which case the Agreement shall terminate at the end of The Renewal Term during which such notice is given. Either Party may

terminate this Agreement at the end of the ninth and final Renewal Term. By giving written notice to the other Party of its intention to terminate this Agreement at least sixty (60) days prior to the expiration of the final Renewal Term. If neither Party has given such notice, then this Agreement shall continue in force upon the same covenants, terms, and conditions until terminated by either Party by giving to the other at least one-year's prior written notice of its intention to so terminate this Agreement.

- X. The following sentences will be added to the end of Paragraph 6.b. of the Agreement:

City will send written acknowledgement of the receipt of the "as built" drawings to Company. City shall attach the "as built" drawings to a fully executed copy of this Fourth Amendment to ensure a complete Fourth Amendment and shall send a copy to Company for Company's files.

- XI. Paragraph 6.h. of the Agreement is hereby deleted in its entirety and replaced with the following:

h1. Temporary Relocation of Communications Facilities.

- a. Company shall temporarily remove The Communications Facilities from The Structure, at Company's sole cost and expense, to allow for painting, reconditioning, or similar major maintenance work that City, in its sole discretion, determines will require the removal of The Communications Facilities from The Structure ("Major Maintenance Work").
- b. City shall notify Company at the time it hires an engineer to design the Major Maintenance Work. After the work has been bid out and a contract for the work has been awarded, City shall further notify Company when a preliminary schedule for the work has been established.
- c. Company and City shall cooperate to ensure that the temporary removal of The Communications Facilities does not interfere with the Major Maintenance Work. Company shall cooperate with City with respect to the Major Maintenance Work and may make its representatives available to attend meetings with City or its contractors (and any other users of The Structure) related to such work.
- d. If Company requires the use of a temporary pole or cell on wheels (collectively, "Temporary Tower"), City shall permit Company, at Company's sole expense, to place a Temporary Tower on The Property in a location mutually agreed upon by City and Company. Company shall cooperate with City regarding the placement of the

Temporary Tower on The Property. If The Property will not accommodate a Temporary Tower, it is Company's responsibility to locate alternative sites.

- e. Upon completion of the Major Maintenance Work, Company may return The Communications Facilities to their original location on The Structure. Company must remove the Temporary Tower from The Property within ninety (90) days of the completion of the Major Maintenance Work.

## h2. Communications Facilities Remain in Place.

If City, in its sole discretion, determines that it is reasonable to allow Company to keep all or any portion of The Communications Facilities in place during any maintenance work, then City and Company shall coordinate the performance of the maintenance work so that Company may protect in place The Communications Facilities during such maintenance work. Company shall be responsible for all additional costs City incurs due to the presence of The Communications Facilities on the Tower during such work. City will invoice Company for such additional costs, and Company shall pay such invoice within thirty (30) days of its receipt. **Company agrees that it accepts any and all risk of damage to The Communications Facilities while the maintenance work is being performed and that City shall have no liability whatsoever for any such damage, regardless of the cause of such damage.** Company shall have the option to have a representative present while any such maintenance work is being performed.

## h3. Temporary Emergency Relocation.

In case of an emergency that requires City to remove The Communications Facilities, City may do so after giving advance telephone notice to Company as soon as practical by calling Company's **Network Operations Center at 1-800-510-6091**. In the event Company's use of The Communications Facilities is interrupted, Company shall have the right to maintain a Temporary Tower on The Property in a location approved by City. If The Property will not accommodate a Temporary Tower, it is Company's responsibility to locate alternative sites. As used in this this Agreement, an "emergency" shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or immediate danger to The Structure and its operations.

XII. Paragraph 10.c. of the Original Agreement is deleted in its entirety. Paragraph 10.d. of the Original is renumbered to Paragraph 10.c.

XIII. Except as specifically modified herein, the Agreement shall remain in full force and effect as originally executed. In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall

control. Each reference in the Agreement to itself shall be deemed to refer to the Agreement, as amended to date.

- XIV. The Agreement and this Fourth Amendment shall be binding on the successors and assigns of the Parties hereto.
- XV. Upon the request of either Party, the Parties shall execute an amendment to any existing Memorandum of Agreement in a mutually agreeable, recordable form in order to provide notice of the additional renewal terms granted by this Fourth Amendment.
- XVI. Except as set out in Paragraphs I and II of this Fourth Amendment, all capitalized terms used but not defined in this Fourth Amendment shall have the same meanings ascribed to them in the Agreement.
- XVII. The Parties may execute and deliver this Second Amendment by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

IN WITNESS WHEREOF, City and Company have executed this Fourth Amendment as of the date of the last signature below.

[SIGNATURE PAGE FOLLOWS]

CITY:  
City of Baraboo, Wisconsin

COMPANY:  
United States Cellular Operating Company,  
LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Mayor

Title: Vice President

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

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

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: City Clerk

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

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE PROPERTY  
AND THE GROUND SPACE**

Legal Description of the Property:

A parcel of land in the N.E.1/4 S.E.1/4, Section 26, Township 12 North, Range 6 East, Town of Baraboo, Sauk County, Wisconsin, which is bounded by a line described as follows: Beginning at a point which is 330 feet South and 450 feet West of the Northeast corner of said N.E.1/4 S.E.1/4; thence West parallel with the North line of said N.E.1/4 S.E.1/4 a distance of 110 feet; thence South parallel with the East line of said N.E.1/4 S.E.1/4 a distance of 132 feet; thence East parallel with the North line of said N.E.1/4 S.E.1/4 a distance of 110 feet; thence North 132 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

PIN: 002-0807-00000

Legal Description of The Ground Space portion of The Premises:

**A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SE ¼ OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 6E OF THE 4<sup>TH</sup> P.M. IN SAUK COUNTY WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NE CORNER OF THE NE ¼ OF THE SAID SE ¼ SECTION 26, THENCE S 00°34'21" W, ALONG THE EAST LINE OF SAID SECTION 26, 330.00', THENCE N 89°57'35" W, 560', THENCE S 00°34'21" W, 91.00', THENCE N 90°0'00" E, 6.66', TO THE POINT OF BEGINNING OF THE HERINAFTER DESCRIBED PARCEL, THENCE S 00°00'00" W, 34.00' THENCE N 90°00'00" E, 25.00', THENCE N 00°00'00" W, 34.00', THENCE S 90°00'00" W, 25.00' TO THE POINT OF BEGINNING ALL SITUATED IN THE COUNTY OF SAUK AND THE STATE OF WISCONSIN.**

**EXHIBIT B-3**

**INVENTORY OF THE COMMUNICATIONS FACILITIES**

See inventory provided at Sheets A-101, T-201, and T-302 of the approved construction plans and drawings in Exhibit C-3.

**EXHIBIT C-3**

**APPROVED CONSTRUCTION PLANS AND DRAWINGS  
FOR MODIFICATION PROJECT**

**[Attached]**

**EXHIBIT D**

**AS-BUILT CONSTRUCTION DRAWINGS**

**[To be attached in accordance with Paragraph 7.b. of this Agreement.]**

AMENDED MEMORANDUM  
OF LICENSE

Document Number

*This document is not a conveyance under Wis. Stat. § 77.21(1) and is not subject to a real estate transfer fee or return under Wis. Stat. § 77.22*

**THIS AMENDED MEMORANDUM OF LICENSE** ("Amended Memorandum") hereby replaces and supersedes the original Memorandum of License dated December 18, 2001 and is made and entered into by and between the City of Baraboo, whose address is 101 South Blvd., Baraboo, Wisconsin 53913, "City", and United States Cellular Operating Company LLC, a Delaware limited liability company, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as "Company."

**WITNESSETH:**

**WHEREAS**, by the terms of a certain amended License Agreement entered into on the of December 15, 2001, (the "Agreement"), the City granted Company a license for certain property located in the Town of Baraboo, Sauk County, Wisconsin described on Exhibit A hereto (the "Premises"); and,

**WHEREAS**, the City and the Company executed a Memorandum of License, recorded as Document 801886, to evidence said Agreement and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Sauk County, State of Wisconsin; and

**WHEREAS**, City and Company have amended the Agreement from time to time and recently entered into that certain Fourth Amendment to License Agreement dated \_\_\_\_\_, 2024 ("Fourth Amendment") to further amend the Agreement; and

**WHEREAS**, City and Company wish to record this Amended Memorandum to place third parties on notice of certain rights and obligations of the City and Company under the terms of the Agreement, as amended to date, including the Fourth Amendment.

**NOW THEREFORE**, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company hereby acknowledge the following:

1. Subject to the terms of the Agreement, and for the duration of its term, the City licenses the Premises to Company.
2. The initial term of the Agreement commenced on December 15, 2001, and ran for an initial lease term of ten (10) years. The Agreement provides Company the option to extend the initial term for up to nine (9) additional periods of five (5) years each, subject to the terms of the Agreement.

Recording Area

Name and Return Address:

United States Cellular Operating Company LLC  
8410 W. Bryn Mawr Ave.  
Chicago, IL 60631  
Attention: Real Estate Legal  
Site Name/Number: Baraboo NW/785325

Pt. of 002-0807-00000

Parcel Identification Number (PIN)

3. This Amended Memorandum is intended for notification purposes only. The Agreement is not recorded and contains additional provisions not included in this Amended Memorandum. In the event of a conflict between this Amended Memorandum and the Agreement, the Agreement shall control.

**IN WITNESS WHEREOF**, the City and Company hereto have caused this Amended Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

*[Signature Page Follows]*



COMPANY: United States Cellular Operating Company LLC

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Vice President

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

STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Vice President, known to me to be the same person whose name is subscribed to the foregoing Amended Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act on behalf of the named Company limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**Exhibit A to Amended Memorandum of License**

Legal Description of The Premises:

A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SE ¼ OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 6E OF THE 4<sup>TH</sup> P.M. IN SAUK COUNTY WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE NE ¼ OF THE SAID SE ¼ SECTION 26, THENCE S 00°34'21" W, ALONG THE EAST LINE OF SAID SECTION 26, 330.00', THENCE N 89°57'35" W, 560', THENCE S 00°34'21" W, 91.00', THENCE N 90°0'00" E, 6.66', TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL, THENCE S 00°00'00" W, 34.00' THENCE N 90°00'00" E, 25.00', THENCE N 00°00'00" W, 34.00', THENCE S 90°00'00" W, 25.00' TO THE POINT OF BEGINNING ALL SITUATED IN THE COUNTY OF SAUK AND THE STATE OF WISCONSIN.

RESOLUTION NO. 2024 -

Dated: February 27, 2024

The City of Baraboo, Wisconsin

**Background.** As part of the recruitment efforts for the new City Administrator, it is recommended that the position description be updated to more accurately reflect the duties and responsibilities of the position. The job description was reviewed by both staff and members of the Common Council.

The Finance/Personnel Committee will review the amended job description at their February 27th, 2024 meeting.

**Budgeting Note:**  Not Required  Budgeted Expenditure  Not Budgeted  
**Comments:** None.

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

That the position description for the City Administrator position be amended to more accurately reflect the duties and responsibility of the position, as shown on the attached Exhibit A to this Resolution.

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

**Motion:**

**Second:**

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

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



~~ik. Carry out directives of the Mayor and Council, except where authority is vested by statute or code in a Board, Commission, or other City office.~~

~~2. j. Develop procedures, methods, and techniques that meet the City's present and future needs and improve efficiency, effectiveness, and quality of City services and programs. Mayor to re-write~~

~~k. Implement the administration of day-to-day business affairs of the City.~~

**2. Perform These General Responsibilities For The Common Council:**

a. Attend Council meetings and assist Mayor and Council in the performance of their duties.

b. Ensure that agendas and materials are ~~prepared~~readied for Council, Committee, and other meetings.

c. Assist in preparing ordinances and resolutions as needed.

d. Keep Mayor and Council informed of Administrator's activities by issuing oral or written reports.

~~e. Oversee management of the Baraboo Wisconsin Dells Regional Airport including all operations under the direct responsibility of the Airport FBO.~~

~~fe.~~ Recommend appointment, promotion, and suspension/termination of Department Heads.

**3. Carry Out These General Personnel Related Duties:**

a. Serve as City's personnel officer and delegate personnel tasks as appropriate.

b. Ensure complete and current personnel records, including specific job descriptions for all City employees.

c. Coordinate and administer City's compensation plan, develop classification and salary schedules, job evaluations, and performance evaluation procedures. Make recommendations to the Finance ~~and~~ Personnel Committee and Council.

d. Develop and coordinate implementation of high standards of performance for employees.

e. Ensure that City employees have proper working conditions and remain up-to-date on best practices for employee safety.

f. Ensure compliance with local, state, and federal laws applicable to employment practices.

g. Conduct labor negotiations and collective bargaining discussions and bring agreements to the Council for ratification; monitor and ensure compliance with the City's collective bargaining agreements.

~~i. Carry out directives of the Mayor and Council, except where authority is vested by statute or code in a Board, Commission, or other City office.~~

~~j. Organize and conduct status meetings with the Mayor and Department Heads to coordinate programs to keep everyone current on City programs and practices.~~

~~h.~~ Evaluate, at least annually, the job performance of Department Heads, and assist Council, Boards, and Commissions in appointment, promotion, and suspension/termination of a Department Head.

~~m.~~ Ensure City policies (Employee Handbook, Employee Safety Manual, etc.) are up-to-date and are communicated to City employees.

~~n.~~ Assist Department Heads with regard to specific personnel matters and problem resolution:

i. Provide administrative direction, supervision, and coordination for Department Heads and employees.

ii. With Department Head cooperation, appoint, promote, and suspend/terminate employees below Department Head level.

iii. Work to resolve personnel problems or grievances.

iv. Work with and assist Department Heads to ensure that employees receive opportunities for job-related knowledge and skill improvements through training and approve budgeted Department Head and employee requests to attend conferences, meetings, training schools, etc.

v. Assist Department Heads to recruit, train, and evaluate subordinate employees with at least annual performance evaluations.

~~o. Assist, cooperate, and work with Police and Fire Commission, Airport Commission, Park and Recreation Commission, Library Board, and the Community Development Authority with regard to personnel matters:~~

- ~~i. Coordinate and assist with the annual job performance evaluations of their Department Heads (as applicable).~~
  - ~~ii. Seek advice and recommendation on personnel policy related matters before implementing material changes.~~
  - ~~iii. Make final decisions on the Airport Manager's performance and on the hiring and/or termination of any airport personnel.~~
  - ~~iv. Assist with resolution of personnel problems or grievances.~~
4. **Carry Out These Budgeting And Purchasing Responsibilities:**
- a. In conjunction with and under the direction of the Mayor, Council, and Finance/Personnel Committee, coordinate, assist, and be responsible for the preparation, review, and approval of the annual City Budget.
  - b. In coordination with the Finance Director:
    - ~~i. Prepare and administer an annual budget for the Baraboo Wisconsin Dells Regional Airport.~~
    - ii. Administer the Council-adopted budget.
    - ~~iii. Perform the duties and responsibilities of Comptroller as set forth in Wisconsin Statutes. Change Finance Director JD~~
    - iiiv. Report current financial condition and City's future needs to Mayor and Council; research availability of alternate funding for local projects; advise the Mayor and Council of how to procure funds; analyze and prepare reports on the fiscal impact of proposals.
    - ~~v. Administer and supervise the City's accounting system and ensure that the system employs methods in accordance with current professional accounting practices.~~
    - iiivi. Monitor revenues, and expenditures, and maintain debt schedules.
    - iiivii. Coordinate financial advisors, bond counsel, and rating agencies on debt issues.
    - ~~viii. Serve as City's purchasing agent. Supervise purchasing and contracting for supplies and services, provided it's a budgeted expense and provided Council's procedures and limitations provided by Statutes are followed.~~
    - vix. Coordinate, assist, and approve requests for proposals; assist Department Heads in the preparation of specifications and scheduling of authorized purchases to coincide with budgetary authorization and cash flow considerations; analyze bids with Department Heads and assist in the compilation of bid recommendations for Council approval.
  - c. Carry out Council actions and directives in conjunction with budgeting and purchasing which require administrative implementation or where directed by the Mayor or Council.
  - d. Responsible for budget and purchasing matters assigned or delegated by the Mayor or Council.
  - e. Execute contracts on the City's behalf when authorized by Council directive, policy, or resolution.
5. **Peripheral Duties:**
- a. Perform other duties assigned by the Council, Mayor, or City Committees, Commissions, or Boards.
  - b. Implement ordinances, resolutions, and directives of the Mayor, Council, and its Committees. Report difficulties encountered and progress/completion to the Mayor and Council.
  - ~~c. Direct the activities of the Information Technologies Workgroup.~~
  - dc. Ensure City representation on ad hoc bodies or at meetings or projects directly affecting the City, as necessary or as directed by Council or Mayor.
  - ~~e. Serve as the manager of the Baraboo-Wisconsin Dells Regional Airport.~~
  - ~~f. Ensure any and all delegated tasks are performed to the highest caliber.~~

**DESIRED EDUCATION, EXPERIENCE AND QUALIFICATIONS:**

1. Must have a degree from an accredited four-year college or university, preferably in ~~the field of~~ public administration, political science, ~~or~~ urban planning, or related field, and ~~five~~5 years of municipal management experience, or equivalent combination of education and experience.
2. A Master's Degree in the field of public administration, political science, or urban planning is preferred.
- ~~23. Experience in municipal planning and urban design.~~
- ~~3. Knowledge of personal computers, computer networks and standard office equipment.~~
- ~~4. Accounting and b~~Budgeting experience.

- 45. Experience working with citizens, contractors, engineers, design firms, government officials, etc., including with a diverse (economically, socially, and culturally) population and ~~have~~ a proven ability to foster positive and productive working relationships with others.
- 56. Comfortable delegating work, accepting responsibility, and working independently.
- 67. Extensive public speaking and presentation experience.
- 78. Experience with Emergency Management and ability to acquire ICS 100, 200, 300, 400 and 700 certificates.
- 9. ~~Live within the City limits within two years of appointment. (Would need to address in Employment Agreement)~~
- 10. ~~Ability to multitask and modify priorities.~~

**NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES:**

- 1. ~~Working Knowledge Of:~~ Fund accounting; computers and electronic data processing, including Microsoft Office Suite; Legal descriptions and documents.
- 2.1. **Knowledge Of:** State Statutes, particularly Chapter 62 of the Wisconsin State Statutes relating to cities; State Open Meetings and Records Act~~law~~; Generally accepted accounting principles; Budget administration; ~~and State and Federal Rule 114 relating to airport management.~~ Legal descriptions and documents.
- 3.2. **Must Have:** Excellent command of the English language, and reading, spelling, arithmetic, vocabulary, and modern business practices and procedures skills; ability to effectively meet and assist with the public; able to communicate effectively verbally and in writing, follow oral and written instructions, and meet deadlines; attendance at night meetings when assigned; comfort working under pressure and with frequent interruptions, and able to handle stressful situations.

**TOOLS AND EQUIPMENT USED:** Must be proficient with Microsoft Suites (Excel, Word, Power Point ect.) Telephone, personal computer (using Microsoft Office Suite), copy machine, fax machine, laser printer, and 10-key calculator. Proficiency with other Microsoft Office Suite applications such as Word, Excel (spreadsheet), PowerPoint and Outlook. Familiarity with technologically innovative equipment and programs can be beneficial because this position needs to be available to address City emergencies including when out of town or after hours. Can we cut this??

**PHYSICAL DEMANDS:** *(The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)*

~~While performing the duties of this job, the employee is required to sit, talk, and hear. The employee is further required to walk; use hands to finger; handle or operate objects, tools, or controls; reach with hands and arms; and bend and stoop. Therefore, required essential physical abilities would include: Can we cut this, too??~~

- 1. ~~1.~~ **Physical Requirements:**
  - a. ~~Task is essentially sedentary, with occasional walking, bending, lift to medium lifting or other restricted physical activities. Clarity of speech and hearing which permits the employee to communicate well with others and to make effective presentations to small and large gatherings.~~
- 2. ~~2.~~ **Environmental Requirements:**
  - a. ~~Task is regularly performed without exposure to adverse environmental conditions.~~
- 3. **Sensory Requirements:**
  - a. Task requires sound perception and discrimination.
  - b. Task requires visual perception and discrimination.
  - c. Task requires oral communication ability.
- 4. **Other Requirements:**
  - a. Possession of a valid Wisconsin driver's licenses and a good driving record.
  - b. May be required to provide personal vehicle for use on the job.
  - c. Many meetings are off-site and require travel by automobile to locations within and outside the City in all manner of weather conditions.

~~— Sufficient personal mobility as to permit the employee to visit other city, county, state, and private-sector offices and work locations.~~
- 3. ~~Able to manage a demanding schedule of early morning and late night meetings.~~

4. ~~Able to pass employment physicals including drug testing.~~

5. ~~Valid Wisconsin Driver's License or Ability to obtain Wisconsin Driver's License.~~

~~**WORK ENVIRONMENT:** (The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.) Many meetings are off site and require travel by automobile to locations within and outside the City in all manner of weather conditions.~~

**SELECTION GUIDELINES:** Formal application, rating of education and experience, oral interviews, reference checks, background checks, and job-related testing may be required. The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**THE CITY OF BARABOO IS AN EQUAL OPPORTUNITY EMPLOYER**

The City of Baraboo, Wisconsin

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

Top 2 Bottom	\$ 70.00 per mowing
Sunrise Property Care	\$ 150.00 per mowing
Little Guys Mowing Service	\$ 180.00 per mowing

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

The Public Safety Committee reviewed these proposals at their February 26<sup>th</sup> meeting and recommended award of this Proposal to the Top to Bottom.

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

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

That the Proposal for mowing of the STH 136 median strips from Top 2 Bottom in the amount of \$70.00 per mowing and \$30 per hour for additional weed pulling and trimming is hereby accepted and all other Proposals are rejected.

Offered by: Public Safety Comm. Approved by Mayor: \_\_\_\_\_

Motion:

Second:

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

The City of Baraboo, Wisconsin

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

**2024 Mowing Proposals  
Noxious Weeds & Rank Growth Vegetation**

February 20, 2024

	Company	Sunrise Property Care (Price / Sq Ft)	
Improved Lot	Mowing 12" Weeds or Rank Growth	\$0.015	
	Mowing 12" Weeds or Rank Growth w/collection	\$0.025	
Vacant Property	Mowing 12" Weeds or Rank Growth ( < 0.5 acres)	\$0.015	
	Mowing 12" Weeds or Rank Growth w/collection ( < 0.5 acres)	\$0.05	
	Mowing 12" Weeds or Rank Growth ( > 0.5 acres)	\$0.01	
	Mowing 12" Weeds or Rank Growth w/collection ( > 0.5 acres)	\$0.05	
	Chemical Application	\$0.05	
	Minimum Charge	\$50.00	

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

The Public Safety Committee reviewed this Proposal at their February 26<sup>th</sup> meeting and recommended award of this Proposal to the low bidder.

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

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

That the Proposal for mowing of weeds and rank growth from Sunrise Property Care in the amount of \$0.015 per square foot for mowing an improved lot \$0.015 per square foot for vacant property less than 1/2-acre, \$0.01 per square foot for vacant property greater than 1/2-acre, and \$0.05 per square foot for weed control is hereby accepted.

**Offered by:** Public Safety Comm. **Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

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

The City of Baraboo, Wisconsin

**Background:** Bids were received on February 20, 2024 for asphalt paving, asphalt pavement materials, asphalt patching, concrete curb and sidewalk repair, crushed aggregate base course, and concrete and asphalt crushing, and associated with the Public Works Department projects for 2024. The following is a tabulation of the bids:

**Proposal #1 – Asphaltic Paving, approx. 2,000 sq yds**

D.L. Gasser Construction \$ 157,309

**Proposal #2 – Asphalt Pavement Material, approximately 800 tons**

D.L. Gasser Construction \$52,800

**Proposal #3 – Asphalt Pavement Patching, approx 9,000 sq ft**

D.L. Gasser Construction \$77,520

ABBS Paving \$83,000

**Proposal #4 – Miscellaneous C&G and Sidewalk Replacement, approx 7,100 sq ft**

Rennhack Construction \$ 66,980

Augelli Concrete & Exc \$ 86,980

**Proposal #5 – Crushed Aggregate Base Course, approx 1,000 tons**

Milestone Materials \$8,250

**Proposal #6 – Asphalt and Concrete Pavement Crushing, approx 10,000 tons**

Tri-CountyPaving, Inc \$25,000

A-1 Excavating, LLC \$26,350

Robinson Bros Environmental \$27,000

These bids were reviewed by the Public Safety Committee at their Feb 26<sup>th</sup> meeting with their unanimous recommendation to award each Proposal to the respective low bidder.

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

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

That the low bids of:

- D.L. Gasser \$157,309 – Proposal #1 – Asphaltic Paving
- D.L. Gasser \$ 52,800 – Proposal #2 – Asphaltic Patching Material
- D.L. Gasser \$ 77,520 – Proposal #3 – Asphaltic Patching
- Rennhack Construction, Inc \$ 66,980 – Proposal #4 – Curb and gutter & sidewalk repair
- Milestone Materials \$ 8,250 – Proposal #5 – Crushed Aggregate Base Course
- Allen Steele Co. \$ 25,000 – Proposal #6 – Concrete and Asphalt Crushing

Are hereby accepted and all other bids are rejected.

**Offered by:** Public Safety Comm. **Approved by Mayor:** \_\_\_\_\_

**Motion:**

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

The City of Baraboo, Wisconsin

**Background:** In August of 2023, the City agreed to convey certain real estate interests on two City-owned property to the Wisconsin Dept of Transportation for their planned ADA Curb Ramps projects on STH 113 (Broadway and Water Street) and STH 136. The WDOT has since purchased right-of-way from several private property owners on which the City has utility easements rights. Accordingly, the WDOT now needs to acquire the City's utility easement right's on this newly acquired right-of-way on the following properties:

Parcel No. 86, located on the west side of STH 136, immediately north of the Menard's entrance Drive. WDOT is requesting a Temporary Construction Easement and a release of easement for both sanitary sewer and water rights on this Parcel. There is no compensation offered for these interests since the City has the right to occupy this new portion of public right-of-way.

Parcel No. 107, located on the southwest corner of East Street and STH 113 (Water Street). WDOT is requesting a Temporary Construction Easement and a release of easement rights for sanitary sewer on this Parcel. There is no compensation offered for these interests since the City has the right to occupy this new portion of public right-of-way.

Parcel No. 88, located on the northeast corner of STH 136 and Sauk Avenue. WDOT is requesting a Conveyance of Prescriptive Rights for water on this Parcel. There is no compensation offered for these interests since the City has the right to occupy this new portion of public right-of-way.

Parcel No. 90, located on the southeast corner of STH 136 and Sauk Avenue. WDOT is requesting a release of water easement rights on this Parcel. There is no compensation offered for these interests since the City has the right to occupy this new portion of public right-of-way.

Parcel No. 92, located on the southeast corner of STH 136 and Carpenter Street. WDOT is requesting a Temporary Construction Easement and a release of water easement rights on these two Parcels. There is no compensation offered for these interests since the City has the right to occupy this new portion of public right-of-way.

Parcel No. 117, located on the northeast corner of Broadway (STH 113) and Water Street (STH 113). WDOT is requesting a Temporary Construction Easement and a Conveyance of Prescriptive Rights for water on this Parcel. There is no compensation offered for these interests since the City has the right to occupy this new portion of public right-of-way.

The Public Safety Committee reviewed this matter at their February 26<sup>th</sup> meeting and unanimously recommended approval of these conveyances.

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

**RESOLUTION APPROVING THE CONVEYANCE OF CERTAIN REAL ESTATE INTERESTS TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION ON STH 136 AND STH 113.**

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

**WHEREAS**, the State of Wisconsin would like to obtain certain Real Estate interests on land occupied by City of Baraboo's sanitary sewer and/or water utilities on WisDOT Project Parcel No.'s 86, 88, 90, 92, 107 and 117;

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Baraboo approves the Temporary Construction Easement(s) and/or Release of Rights as identified by the attached documentation.

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

**Offered by:** Public Safety

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

**Motion:**

**Second:**

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

# STATEMENT OF NON-REIMBURSEMENT BY UTILITY

Wisconsin Department of Transportation  
DT2245 11/2016

Referencing the project identified below, **City of Baraboo**, (COMPANY) a public utility company, a quasi utility, cooperative or municipal utility will not be requesting compensation for the relocation of their facilities.

Project Description Title: SOUTHWEST REGION, ADA CURB RAMPS Limits: SAUK COUNTY VARIOUS LOCATIONS Highway: STH 23 County: SAUK	Project ID(s) Design: 5637-02-01 Construction: 5637-02-71 Right of Way: 5637-02-21 UTL No.: 502 Utility: 5637-02-21
Facility Type: Sewer	

COMPANY reserves the right to request compensation from the Wisconsin Department of Transportation, (DEPARTMENT) for compensable utility relocations on this project if: relocation costs increase, accommodating changes to the project plan, or accommodating changes to the relocation plans of other utility companies. If the COMPANY subsequently requests compensation and the DEPARTMENT agrees to payment on this project, the DEPARTMENT and COMPANY are required to execute an agreement. It is expressly understood and agreed that any work by COMPANY prior to execution of an agreement between COMPANY and the DEPARTMENT shall be at COMPANY sole expense.

### COMPANY

City of Baraboo  
\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)





# TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation  
DT2216 7/2017 s.84.09(1) Wis. Stats.

**City of Baraboo**, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

**Legal Description:**

See attached Temporary Construction Easement Legal Descriptions

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 5637-02-71 for which this instrument is given.

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as See Attached in the Sauk County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

City of Baraboo

\_\_\_\_\_  
(Grantor Name)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)





# STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION TRANSPORTATION PROJECT PLAT TITLE SHEET 5637-02-21 SOUTHWEST REGION, ADA CURB RAMP SAUK COUNTY VARIOUS LOCATIONS STH 23 SAUK COUNTY



**CONVENTIONAL SYMBOLS**

SECTION LINE	SECTION CORNER SYMBOL	R/W MONUMENT (TO BE SET)
QUARTER LINE	SECTION CORNER MONUMENT	NON-MONUMENTED R/W POINT
SIXTEENTH LINE	GEODETIC SURVEY MONUMENT	FOUND IRON PIN (1-INCH UNLESS NOTED)
NEW REFERENCE LINE	SIXTEENTH CORNER MONUMENT	SIGN
NEW R/W LINE	LOT, TIE, AND OTHER MINOR LINES	OFF-PREMISE SIGN
EXISTING R/W LINE	SLOPE INTERCEPT	
PROPERTY LINE	CORPORATE LIMITS	
LOT, TIE, AND OTHER MINOR LINES	UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	
SLOPE INTERCEPT	NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	
CORPORATE LIMITS	TEMP. LIMITED EASEMENT AREA	
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	TRANSMISSION STRUCTURES	
TEMP. LIMITED EASEMENT AREA	BUILDING TO BE REMOVED	
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	BRIDGE	
TRANSMISSION STRUCTURES	CULVERT	
BUILDING TO BE REMOVED	PARALLEL OFFSETS	
BRIDGE	ACCESS RIGHTS	
CULVERT	ACRES	
PARALLEL OFFSETS	AHEAD	
ACCESS RIGHTS	ALUMINUM AND OTHERS	
ACRES	BACK	
AHEAD	BLOCK	
ALUMINUM AND OTHERS	CENTERLINE	
BACK	CERTIFIED SURVEY MAP	
BLOCK	CONCRETE	
CENTERLINE	COUNTY	
CERTIFIED SURVEY MAP	COUNTY TRUNK HIGHWAY	
CONCRETE	DISTANCE	
COUNTY	CORNER	
COUNTY TRUNK HIGHWAY	DOCUMENT NUMBER	
DISTANCE	EASEMENT	
CORNER	EXISTING	
DOCUMENT NUMBER	GAS VALVE	
EASEMENT	GRID NORTH	
EXISTING	HIGHWAY EASEMENT	
GAS VALVE	IDENTIFICATION	
GRID NORTH	LAND CONTRACT	
HIGHWAY EASEMENT	LEFT	
IDENTIFICATION	MONUMENT	
LAND CONTRACT	NATIONAL GEODETIC SURVEY	
LEFT	NUMBER	
MONUMENT	OUTLOT	
NATIONAL GEODETIC SURVEY	PAGE	
NUMBER	POINT OF TANGENCY	
OUTLOT	PERMANENT LIMITED EASEMENT	
PAGE	POINT OF BEGINNING	
POINT OF TANGENCY	POINT OF CURVATURE	
PERMANENT LIMITED EASEMENT	POINT OF COMPOUND CURVE	
POINT OF BEGINNING		
POINT OF CURVATURE		
POINT OF COMPOUND CURVE		

**CONVENTIONAL ABBREVIATIONS**

AR	POINT OF INTERSECTION	PI
AC	PROPERTY LINE	PL
AH	RECORDED AS	(100')
ALUM	REEL / IMAGE	R/I
ET AL	REFERENCE LINE	R/L
BK	REMAINING	REM
BLK	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
C/L	RIGHT	RT
CSM	RIGHT OF WAY	R/W
CONC	SECTION	SEC
CO	SEPTIC VENT	SEPV
CTH	SQUARE FEET	SF
DIST	STATE TRUNK HIGHWAY	STH
COR	STATION	STA
DOC	TELEPHONE PEDESTAL	TP
EASE	TEMPORARY LIMITED EASEMENT	TLE
EX	TRANSPORTATION PROJECT PLAT	TPP
GV	UNITED STATES HIGHWAY	USH
GN	VOLUME	V

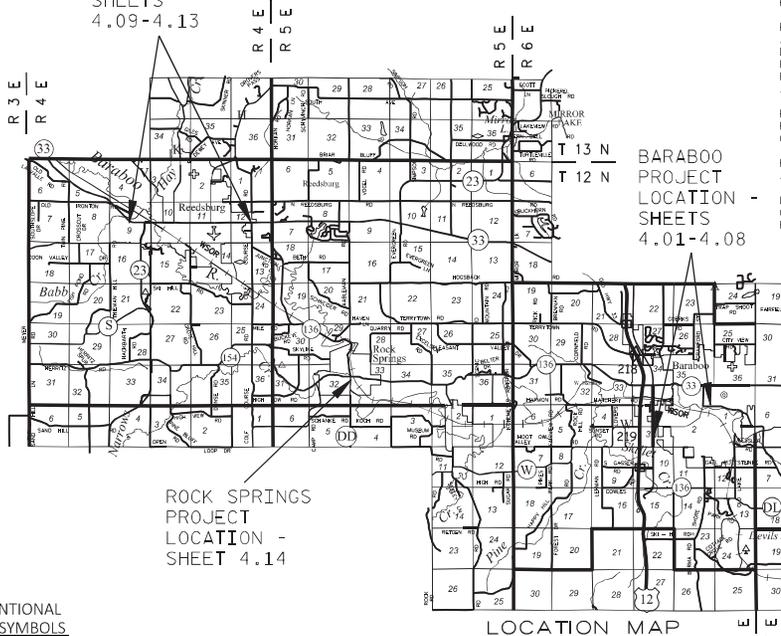
**CURVE DATA**

MON	LONG CHORD	LCH
NGS	LONG CHORD BEARING	LCB
NO	RADIUS	R
OL	DEGREE OF CURVE	D
P	CENTRAL ANGLE	Δ/DELTA
PT	LENGTH OF CURVE	L
PLE	TANGENT	T
POB	DIRECTION AHEAD	DA
PC	DIRECTION BACK	DB
PCC		

**CONVENTIONAL UTILITY SYMBOLS**

—	WATER
—	GAS
—	TELEPHONE
—	OVERHEAD
—	TRANSMISSION LINES
—	ELECTRIC
—	CABLE TELEVISION
—	FIBER OPTIC
—	SANITARY SEWER
—	STORM SEWER

REEDSBURG PROJECT LOCATION - SHEETS 4.09-4.13



ROCK SPRINGS PROJECT LOCATION - SHEET 4.14

BARABOO PROJECT LOCATION SHEETS 4.01-4.08

**LOCATION MAP**



THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 5637-02-21 NOTES:

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

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 2 1/2" IRON REBAR), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

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

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.



TPP PROJECT NUMBER 5637-02-21 - 4.01  
SHEET 2 OF 2  
AMENDMENT NO:

TRANSPORTATION PROJECT PLAT NO: 5637-02-21 - 4.01

THAT PART OF LOT 5, MENARDS SUBDIVISION, AND LOT 1 CERTIFIED SURVEY MAP 6761, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

RELOCATION ORDER STH 23, SOUTHWEST REGION ADA CURB RAMPS, SAUK COUNTY VARIOUS LOCATIONS, SAUK COUNTY TO PROPERLY ESTABLISH LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS IN LANDS FOR THE ABOVE-NAMED PROJECT, TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTIONS 84.02, 131, 84.09 AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

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

FOUND 7/8" IRON ROD  
Y=233512.909  
X=643832.263



R/W COURSE TABLE		
100-101	S89°45'57"W	3.45'
101-102	S89°45'57"W	72.18'
102-103	N00°29'12"W	248.33'
103-104	N45°10'34"W	20.32'
104-105	N44°49'26"E	20.11'
105-106	N00°29'12"W	345.10'
106-107	N89°49'57"E	72.18'
107-108	N89°49'57"E	5.97'
108-109	N89°49'57"E	53.09'
109-110	S00°29'12"E	621.86'
110-100	S89°45'57"W	55.61'

TLE STATION & OFFSET TABLE			
T150	9+43.97	102.18'	LT
T151	9+88.97	102.18'	LT
T152	9+88.97	72.18'	LT

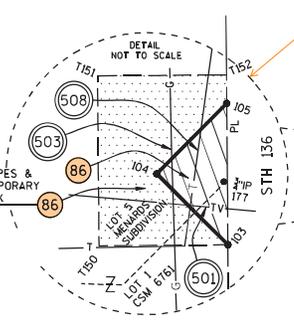
RW STATION & OFFSET TABLE		
100	6+95.32	5.45' RT
101	6+95.33	0.00'
102	6+95.65	72.18' LT
103	9+43.97	72.18' LT
104	9+58.42	86.47' LT
105	9+72.56	72.18' LT
106	13+17.66	72.18' LT
107	13+17.26	0.00'
108	13+17.23	5.97' RT
109	13+16.93	59.06' RT
110	6+95.07	59.06' RT

RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 5637-02-21 - 4.01  
ALIGNMENT NO:  
SHEET 1 OF 2

- 501 SPECTRUM - GAS  
12' EASEMENT  
MENARDS SUBDIVISION  
DOC.828628  
PAGE 820  
PARCEL 86
- 502 CITY OF BARABOO - SANITARY  
25' EASEMENT  
DOC.815111  
PAGE 820  
PARCEL 86
- 503 ALLIANT ENERGY - GAS  
15' EASEMENT  
DOC.823125  
PAGE 136  
PARCEL 86
- 505 CITY OF BARABOO - WATER  
25' EASEMENT  
DOC.815111  
PAGE 820  
PARCEL 86
- 508 BRIGHTSPEED  
12' EASEMENT  
MENARDS SUBDIVISION  
DOC.828628  
PARCEL 86

1/16TH LINE  
CITY OF BARABOO - PL

NO RECORD OF EASEMENT  
PARCEL 86



No compensable facilities in parcel

66' ACCESS EASEMENT PER MENARDS SUBDIVISION

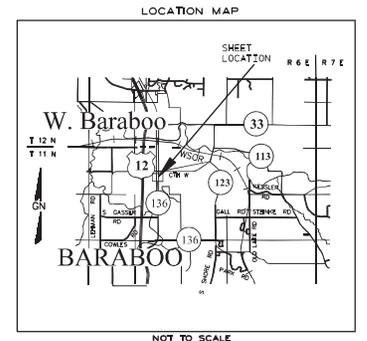
LOT 1 CSM 6761  
DOC.1177758  
V.41, P.6761  
(PRIVATE ROAD)

LOT 4 MENARDS SUBDIVISION  
DOC.828628

LOT 3 MENARDS SUBDIVISION  
DOC.828628

LOT 1 CSM 1848  
DOC.800683  
V.7, P.1848

LOT 1 CSM 609  
DOC.417414



NOTES:

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

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

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

FOR ADDITIONAL INFORMATION REFER TO TITLE SHEET, RECORDED AS SHEET 2 OF 2.

NO PROJECT DESIGN REFERENCE LINE ALIGNMENT EXISTS. REFERENCE LINE SHOWN IS BASED ON PROJECT 1670-00-24.

EXISTING ACCESS CONTROL ALONG STH 136 ESTABLISHED FROM MENARDS SUBDIVISION DOCUMENT 828628, DOCUMENT 637376, PROJECT 1670-00-24 AND PROJECT 1670-02-29.

\*TRANSLATED PUBLISHED THE SHEET WCCS NAD 83 (1997 ADJUSTMENT) COORDINATES 0.009' NORTH AND 0.113' EAST TO DERIVE 2011 ADJUSTMENT COORDINATES.

FOUND MONUMENTATION TABLE				
POINT #	MON TYPE	X	Y	
175	1" IP	231725.139	643,763.773	
176	1" IP	231747.291	643,741.510	
177	3/4" IP	231834.208	643,762.202	



SCHEDULE OF LANDS & INTERESTS REQUIRED						
PARCEL NUMBER	OWNER	INTERESTS REQUIRED	R/W REQUIRED S.F.	TLE S.F.	TITLE	
86	MENARD, INC.	FEF., TLE	204	-	204	LM6

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	UTILITY OWNER	INTEREST REQUIRED
501	SPECTRUM	RELEASE OF RIGHTS
502	CITY OF BARABOO - SANITARY	RELEASE OF RIGHTS
503	ALLIANT ENERGY - GAS	RELEASE OF RIGHTS
505	CITY OF BARABOO - WATER	RELEASE OF RIGHTS
508	BRIGHTSPEED	RELEASE OF RIGHTS

COMPUTED*		
Y=230878.419	X=643843.983	
HWY	BASIS OF EXISTING R/W	YEAR
STH 136	PROJECT 1670-00-24	1999
STH 136	MENARDS SUBDIVISION	2003

**raSmith**  
CREATIVITY BEYOND ENGINEERING

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

SIGNATURE: *Shane M. Zorrows* DATE: 02/01/2023  
PRINT NAME: SHANE M. ZORROW  
REGISTRATION NUMBER: S-2869

FMS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION.  
SIGNATURE: *Cory Schlagel* DATE: 02/01/2023  
PRINT NAME: CORY SCHLAGEL

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

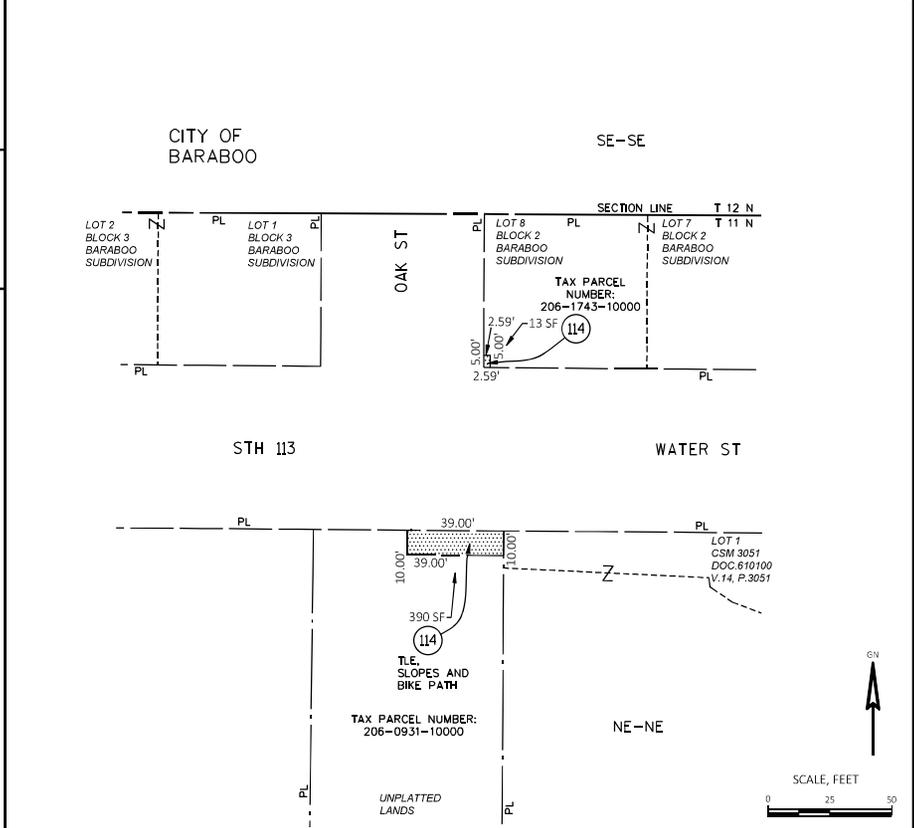
PURPOSE FOR ALL TLEs IS FOR GRADING, UNLESS OTHERWISE NOTED.

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

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

STH 113 SAUK COUNTY

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



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

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

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

**UTILITY INTERESTS REQUIRED**

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

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

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

PRINT NAME: CORY SCHLAGEL

FILE NAME : TLE EXHIBIT 7 AND 8.DWG PLOT DATE : 9/27/2022 2:09 PM R/W PROJECT : 5637-02-21 -7

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

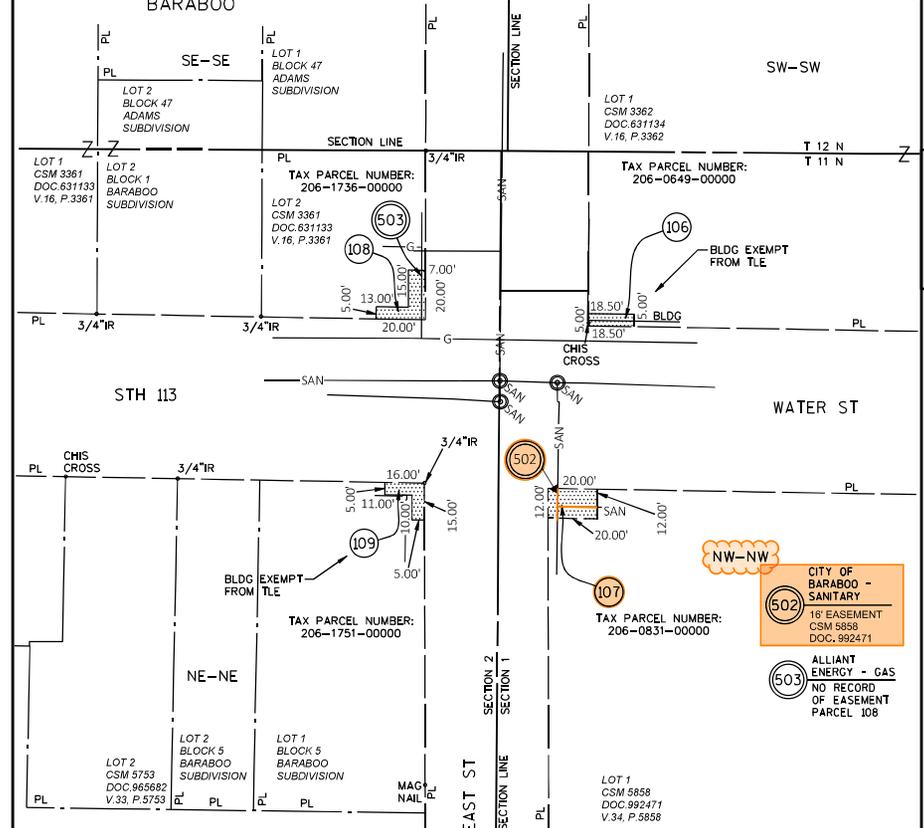
PURPOSE FOR ALL TLEs IS FOR GRADING, UNLESS OTHERWISE NOTED.

R/W PROJECT NUMBER: 5637-02-21 EXHIBIT NUMBER: 8

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

STH 113 SAUK COUNTY

PART OF LOT 1, BLOCK 5, OF BARABOO SUBDIVISION AND LOT 2, OF CERTIFIED SURVEY MAP 3361 LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 2, ALSO PART OF LOT 1 OF CERTIFIED SURVEY MAP 3362 AND LOT 1 OF CERTIFIED SURVEY MAP 5858, LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 1, ALL IN T11N, R6E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

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

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
106	BARABOO ARTS, LLC.	TLE	92
107	DRIFTLESS GLEN PROPERTIES, LLC.	TLE	240
108	RINA J. ANDERSON	TLE	205
109	RPRT LLC	TLE	130

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
503	ALLIANT ENERGY - GAS	RELEASE OF RIGHTS
502	CITY OF BARABOO - SANITARY	RELEASE OF RIGHTS

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

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

PRINT NAME: CORY SCHLAGEL

FILE NAME : TLE EXHIBIT 7 AND 8.DWG PLOT DATE : 9/27/2022 2:09 PM R/W PROJECT : 5637-02-21 -8

## STATEMENT OF NON-REIMBURSEMENT BY UTILITY

Wisconsin Department of Transportation  
DT2245 11/2016

Referencing the project identified below, **City of Baraboo**, (COMPANY) a public utility company, a quasi utility, cooperative or municipal utility will not be requesting compensation for the relocation of their facilities.

Project Description Title: SOUTHWEST REGION, ADA CURB RAMPS Limits: SAUK COUNTY VARIOUS LOCATIONS Highway: STH 23 County: SAUK	Project ID(s) Design: 5637-02-01 Construction: 5637-02-71 Right of Way: 5637-02-21 UTL No.: 505 Utility: 5637-02-21
Facility Type: Water	

COMPANY reserves the right to request compensation from the Wisconsin Department of Transportation, (DEPARTMENT) for compensable utility relocations on this project if: relocation costs increase, accommodating changes to the project plan, or accommodating changes to the relocation plans of other utility companies. If the COMPANY subsequently requests compensation and the DEPARTMENT agrees to payment on this project, the DEPARTMENT and COMPANY are required to execute an agreement. It is expressly understood and agreed that any work by COMPANY prior to execution of an agreement between COMPANY and the DEPARTMENT shall be at COMPANY sole expense.

### COMPANY

City of Baraboo  
 \_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Authorized Signature) (Date)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Authorized Signature) (Date)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Print Name)

**CONVEYANCE OF RIGHTS IN LAND  
(Non-Fee Land Interests)**

Wisconsin Department of Transportation  
Exempt from-filing transfer form s.77.21(1) Wis. Stats.  
DT1660 01/2022 s.84.09(1) Wis. Stats.

City of Baraboo, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: None

This space is reserved for recording data

Return to  
Division of Transportation System Development  
Southwest Region Madison Office  
Utility Unit  
2101 Wright Street  
Madison WI 53704-2583

Parcel Identification Number/Tax Key Number  
See Attached Legal Desc.

**Legal Description**

See attached Conveyance of Rights in Land Legal Description

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of Grantor.

**Acknowledgement**

City of Baraboo  
\_\_\_\_\_  
(Grantor Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)  
State of \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ County )  
On the above date, this instrument was acknowledged before me by the named person(s).  
The signer was: \_\_\_\_\_ Physically in my presence. OR  
\_\_\_\_\_ In my presence involving the use of communication technology.  
\_\_\_\_\_  
(Signature, Notary Public)  
\_\_\_\_\_  
(Print or Type Name, Notary Public)  
\_\_\_\_\_  
(Date Commission Expires)



**QUIT CLAIM DEED By Utility  
(Non-Fee Land Interests)**

Wisconsin Department of Transportation  
Exempt from-filing transfer form s.77.21(1) Wis. Stats.  
DT1661 9/2020 s.84.09(1) Wis. Stats.

THIS DEED, made by **City of Baraboo**, GRANTOR, a utility authorized to transact business in the State of Wisconsin, quit claims to the State of Wisconsin, Department of Transportation, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One Dollar (\$1.00) and other good and valuable consideration.

Other persons having an interest in record in the property: None

**Legal Description**

See attached Quit Claim Deed Legal Description

This space is reserved for recording data

**Return to**

Division of Transportation System Development  
Southwest Region Madison Office  
Utility Unit  
2101 Wright Street  
Madison WI 53704-2583

Parcel Identification Number/Tax Key Number

See Attached Legal Desc.

GRANTOR, a utility organized and existing under the laws of the State of Wisconsin with its principal place of business at 101 South Boulevard, City of Baraboo, County of Sauk, State of Wisconsin.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

**Acknowledgement**

City of Baraboo

\_\_\_\_\_

(Grantor Name)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

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

\_\_\_\_\_

(Title)

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

\_\_\_\_\_

(Print Name)

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

\_\_\_\_\_

(Signature)

(Signature, Notary Public)

\_\_\_\_\_

(Title)

(Print or Type Name, Notary Public)

\_\_\_\_\_

(Print Name)

(Date Commission Expires)



# TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation  
DT2216 7/2017 s.84.09(1) Wis. Stats.

**City of Baraboo**, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

**Legal Description:**

See attached Temporary Construction Easement Legal Descriptions

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 5637-02-71 for which this instrument is given.

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as See Attached in the Sauk County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

City of Baraboo

\_\_\_\_\_  
(Grantor Name)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)





# STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION TRANSPORTATION PROJECT PLAT TITLE SHEET 5637-02-21 SOUTHWEST REGION, ADA CURB RAMP SAUK COUNTY VARIOUS LOCATIONS STH 23 SAUK COUNTY



**CONVENTIONAL SYMBOLS**

SECTION LINE	SECTION CORNER SYMBOL	R/W MONUMENT (TO BE SET)
QUARTER LINE	SECTION CORNER MONUMENT	NON-MONUMENTED R/W POINT
SIXTEENTH LINE	GEODETIC SURVEY MONUMENT	FOUND IRON PIN (1-INCH UNLESS NOTED)
NEW REFERENCE LINE	SIXTEENTH CORNER MONUMENT	OFF-PREMISE SIGN
NEW R/W LINE	SIGN	OFF-PREMISE SIGN
EXISTING R/W LINE	ELECTRIC POLE	TELEPHONE POLE
PROPERTY LINE	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)
LOT, TIE, AND OTHER MINOR LINES	ACCESS RESTRICTED BY ACQUISITION	NO ACCESS (BY STATUTORY AUTHORITY)
SLOPE INTERCEPT	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
CORPORATE LIMITS	NO ACCESS (NEW HIGHWAY)	NO ACCESS (NEW HIGHWAY)
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)	PARCEL NUMBER (25)	UTILITY NUMBER (40)
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	PARALLEL OFFSETS	PARALLEL OFFSETS
TEMP. LIMITED EASEMENT AREA	BRIDGE	CULVERT
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)		
TRANSMISSION STRUCTURES		
BUILDING TO BE REMOVED		

**CONVENTIONAL ABBREVIATIONS**

ACCESS RIGHTS	AR	POINT OF INTERSECTION	PI
ACRES	AC	PROPERTY LINE	PL
AHEAD	AH	RECORDED AS	(100')
ALUMINUM	ALUM	REEL / IMAGE	R/I
AND OTHERS	ET AL	REFERENCE LINE	R/L
BACK	BK	REMAINING	REM
BLOCK	BLK	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CENTERLINE	C/L	RIGHT	RT
CERTIFIED SURVEY MAP	CSM	RIGHT OF WAY	R/W
CONCRETE	CONC	SECTION	SEC
COUNTY	CO	SEPTIC VENT	SEPV
COUNTY TRUNK HIGHWAY	CTH	SQUARE FEET	SF
DISTANCE	DIST	STATE TRUNK HIGHWAY	STH
CORNER	COR	STATION	STA
DOCUMENT NUMBER	DOC	TELEPHONE PEDESTAL	TP
EASEMENT	EASE	TEMPORARY LIMITED EASEMENT	TLE
EXISTING	EX	TRANSPORTATION PROJECT PLAT	TPP
GAS VALVE	GV	UNITED STATES HIGHWAY	USH
GRID NORTH	GN	VOLUME	V
HIGHWAY EASEMENT	HE		
IDENTIFICATION	ID		
LAND CONTRACT	LC		
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		
POINT OF COMPOUND CURVE	PCC		

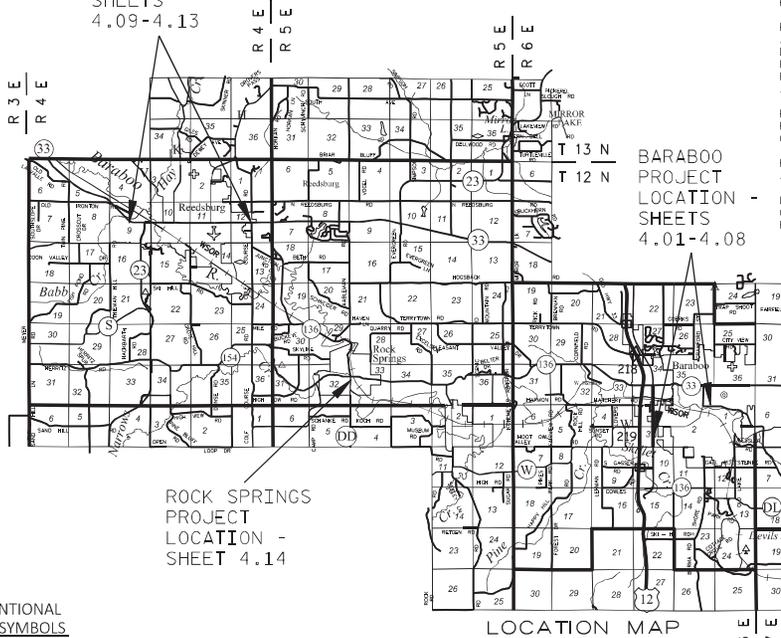
**CURVE DATA**

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

**CONVENTIONAL UTILITY SYMBOLS**

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD	O
TRANSMISSION LINES	TL
ELECTRIC	E
CABLE TELEVISION	CT
FIBER OPTIC	F
SANITARY SEWER	SS
STORM SEWER	SSW

REEDSBURG PROJECT LOCATION - SHEETS 4.09-4.13



BARABOO PROJECT LOCATION SHEETS 4.01-4.08

LOCATION MAP

LAYOUT  
SCALE 0 3 MI.

THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 5637-02-21 NOTES:

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

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 2 1/2" IRON REBAR), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

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

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

**raSmith**  
CREATIVITY BEYOND ENGINEERING

TPP PROJECT NUMBER 5637-02-21 - 4.01  
SHEET 2 OF 2  
AMENDMENT NO:

TRANSPORTATION PROJECT PLAT NO: 5637-02-21 - 4.01

THAT PART OF LOT 5, MENARDS SUBDIVISION, AND LOT 1 CERTIFIED SURVEY MAP 6761, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

RELOCATION ORDER STH 23, SOUTHWEST REGION ADA CURB RAMPS, SAUK COUNTY VARIOUS LOCATIONS, SAUK COUNTY TO PROPERLY ESTABLISH LAY OUT, WHEN ENLARGED, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE-NAMED PROJECT, TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTIONS 84.02, 131, 84.09 AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

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

FOUND 7/8" IRON ROD  
Y=233512.909  
X=643832.263



R/W COURSE TABLE		
100-101	S89°45'57"W	3.45'
101-102	S89°45'57"W	72.18'
102-103	N00°29'12"W	248.33'
103-104	N45°10'34"W	20.32'
104-105	N44°49'26"E	20.11'
105-106	N00°29'12"W	345.10'
106-107	N89°49'57"E	72.18'
107-108	N89°49'57"E	5.97'
108-109	N89°49'57"E	53.09'
109-110	S00°29'12"E	621.86'
110-100	S89°45'57"W	55.61'

TLE STATION & OFFSET TABLE		
T150	9+43.97	102.18' LT
T151	9+88.97	102.18' LT
T152	9+88.97	72.18' LT

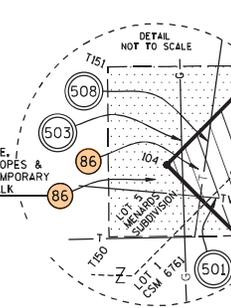
RW STATION & OFFSET TABLE		
100	6+95.32	5.45' RT
101	6+95.33	0.00'
102	6+95.65	72.18' LT
103	9+43.97	72.18' LT
104	9+58.42	86.47' LT
105	9+72.56	72.18' LT
106	13+17.66	72.18' LT
107	13+17.26	0.00'
108	13+17.23	5.97' RT
109	13+16.93	59.06' RT
110	6+95.07	59.06' RT

RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 5637-02-21 - 4.01  
ALIGNMENT NO:  
SHEET 1 OF 2

DOCUMENT #: 1246014  
RECORDED: 02/01/2023 4:18:53 AM  
BRIEF DAILY  
SAUK COUNTY REGISTER OF DEEDS  
REGISTERARY OFFICE  
SAUK CO, WI  
RECEIVED FOR RECORD  
FEE AMOUNT: \$300.00  
This document has been filed electronically.

- 501 SPECTRUM - GAS  
12' EASEMENT  
MENARDS SUBDIVISION  
DOC.828628  
PAGE 820  
PARCEL 86
- 502 CITY OF BARABOO - SANITARY  
25' EASEMENT  
DOC.815111  
PAGE 820  
PARCEL 86
- 503 ALLIANT ENERGY - GAS  
15' EASEMENT  
DOC.823125  
PAGE 136  
PARCEL 86

- 505 CITY OF BARABOO - WATER  
25' EASEMENT  
DOC.815111  
PAGE 820  
PARCEL 86
  - 508 BRIGHTSPEED  
12' EASEMENT  
MENARDS SUBDIVISION  
DOC.828628  
PARCEL 86
- NO RECORD OF EASEMENT  
PARCEL 86



No compensable facilities in parcel

66' ACCESS EASEMENT PER MENARDS SUBDIVISION

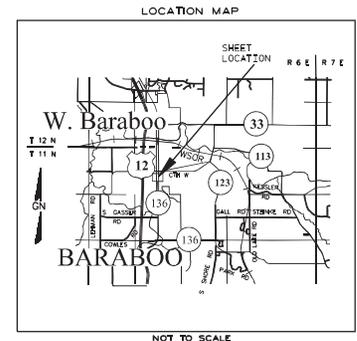
LOT 4 MENARDS SUBDIVISION DOC.828628

LOT 3 MENARDS SUBDIVISION DOC.828628

LOT 1 CSM 6761 DOC.1177758 V.41, P.6761 (PRIVATE ROAD)

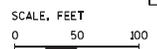
LOT 1 CSM 1848 DOC.800683 V.7, P.1848  
LOT 1 CSM 609 DOC.417414

TOWN OF BARABOO



NOTES:  
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), SAUK COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.  
ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.  
FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN LA CROSSE.  
FOR ADDITIONAL INFORMATION REFER TO TITLE SHEET, RECORDED AS SHEET 2 OF 2.  
NO PROJECT DESIGN REFERENCE LINE ALIGNMENT EXISTS. REFERENCE LINE SHOWN IS BASED ON PROJECT 1670-00-24.  
EXISTING ACCESS CONTROL ALONG STH 136 ESTABLISHED FROM MENARDS SUBDIVISION DOCUMENT 828628, DOCUMENT 637376, PROJECT 1670-00-24 AND PROJECT 1670-02-29.  
\*TRANSLATED PUBLISHED THE SHEET WCCS NAD 83 (1997 ADJUSTMENT) COORDINATES 0.009' NORTH AND 0.113' EAST TO DERIVE 2011 ADJUSTMENT COORDINATES.

FOUND MONUMENTATION TABLE				
POINT #	MON TYPE	X	Y	
175	1" IP	231725.139	643,763.773	
176	1" IP	231747.291	643,741.510	
177	3/4" IP	231834.208	643,762.202	



SCHEDULE OF LANDS & INTERESTS REQUIRED					
PARCEL NUMBER	OWNER	INTERESTS REQUIRED	R/W REQUIRED S.F.	TOTAL S.F.	TLE S.F.
86	MENARD, INC.	FEF., TLE	204	-	204

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	UTILITY OWNER	INTEREST REQUIRED
501	SPECTRUM	RELEASE OF RIGHTS
502	CITY OF BARABOO - SANITARY	RELEASE OF RIGHTS
503	ALLIANT ENERGY - GAS	RELEASE OF RIGHTS
505	CITY OF BARABOO - WATER	RELEASE OF RIGHTS
508	BRIGHTSPEED	RELEASE OF RIGHTS

COMPUTED*		
Y=230878.419	X=643843.983	
HWY	BASIS OF EXISTING R/W	YEAR
STH 136	PROJECT 1670-00-24	1999
STH 136	MENARDS SUBDIVISION	2003

**raSmith**  
CREATIVITY BEYOND ENGINEERING

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

SIGNATURE: *Shane M. Zorrow* DATE: 02/01/2023  
PRINT NAME: SHANE M. ZORROW  
REGISTRATION NUMBER: S-2869

FMS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION.  
SIGNATURE: *Cory Schlager* DATE: 02/01/2023  
PRINT NAME: CORY SCHLAGER

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

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

RELOCATION ORDER STH 23, SOUTHWEST REGION ADA CURB RAMP, SAUK COUNTY VARIOUS LOCATIONS, SAUK COUNTY TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE. THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE-NAMED PROJECT. TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTIONS 84.02, (3), 84.09 AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

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

**NOTES:**  
 POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (MGRS), SAUK COUNTY, NAD83 (2011 IN US SURVEY FEET). VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.  
 ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.  
 FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN LA CROSSE.  
 REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2, AS DOCUMENT NO. 124604 FOR ADDITIONAL INFORMATION.  
 NO PROJECT DESIGN REFERENCE LINE ALIGNMENT EXISTS. REFERENCE LINE SHOWN IS BASED ON PROJECT J674-01-22.  
 \*NO TITLE REPORT WAS ORDERED FOR THIS PARCEL. EXISTING R/W SHOWN PER WARRANTY DEED DOCUMENT NO. 1242B2.

WISCONSIN POWER & LIGHT COMPANY  
 (500) 25' EASEMENT DOC.749943 PAGE 138 PARCEL 88 6' & 12' EASEMENT DOC.923484 PAGE 62 PARCEL 88

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

HWY	BASIS OF EXISTING R/W	YEAR
STH 136	DIVISION JOB 1453	1936
STH 136	TRANSPORTATION PROJECT PLAT J670-00-24	1999
STH 136	TRANSPORTATION PROJECT PLAT J674-01-22	2016
SAUK AVE	PLAT OF BARABOO INDUSTRIAL PARK	1960
SAUK AVE	TRANSPORTATION PROJECT PLAT J670-00-24	1999
SAUK AVE	TRANSPORTATION PROJECT PLAT J674-01-22	2016
SAUK AVE	WARRANTY DEED DOCUMENT NO. 1242B2	2022

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

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

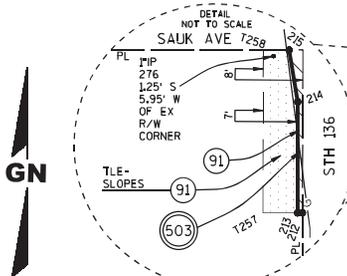
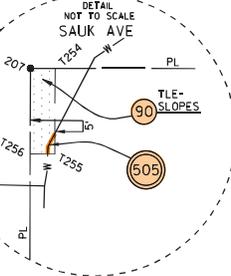
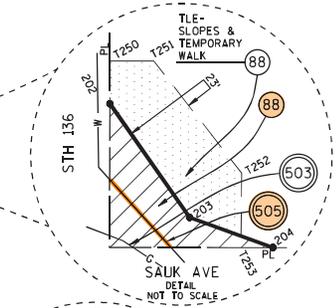
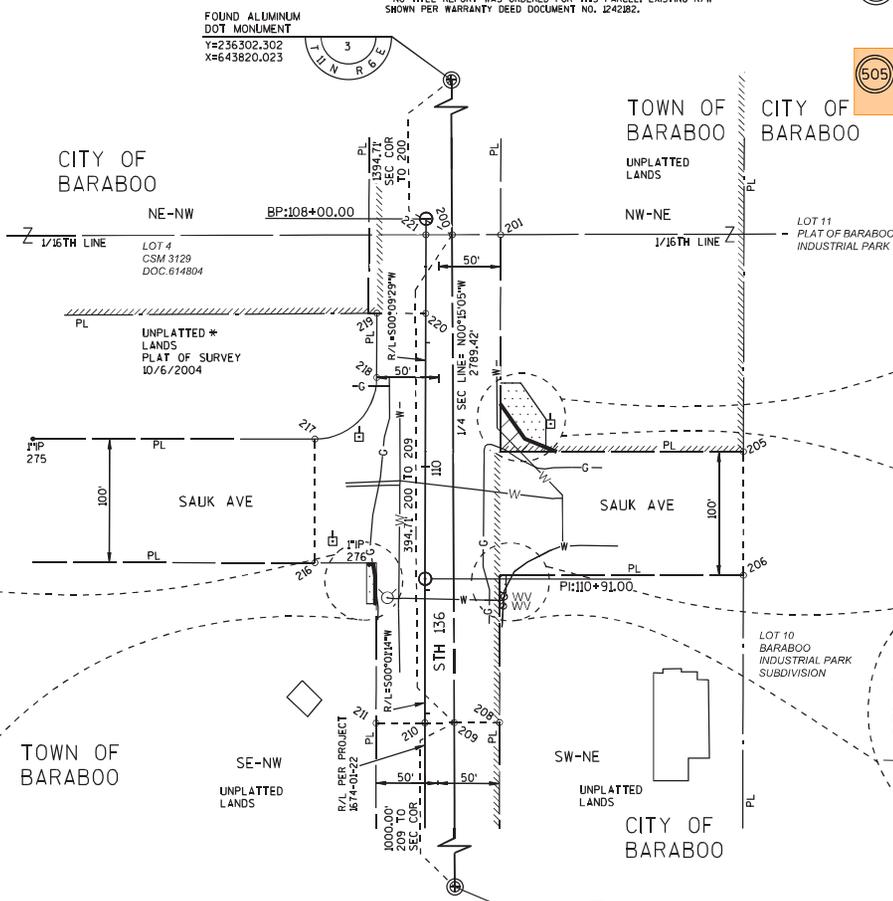
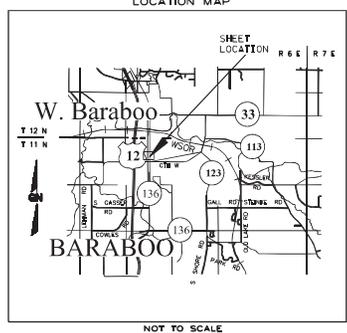
(505) CITY OF BARABOO-WATER  
 NO RECORD OF EASEMENT PARCELS 88&90

R/W CURVE TABLE				
COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
217-218	78.45'	50.00'	N45°06'18"E	70.65'

R/W COURSE TABLE			
200-201	N89°52'29"E	39.26'	
201-202	S00°09'06"W	136.55'	
202-203	S35°03'43"E	34.85'	
203-204	S67°40'20"E	27.79'	
204-205	S89°59'35"E	151.17'	
205-206	S00°05'17"W	100.00'	
206-207	N89°59'35"W	197.00'	
207-208	S00°08'49"W	119.01'	
208-209	S89°44'55"W	36.67'	
209-210	S89°44'55"W	23.78'	
210-211	S89°44'55"W	39.55'	
211-212	N00°08'49"E	96.62'	
212-213	N89°51'17"W	1.00'	
213-214	N00°08'49"E	22.45'	
214-215	N00°12'25"W	10.65'	
215-216	N89°56'30"W	47.14'	
216-217	N00°03'30"E	100.00'	
217-218	SEE CURVE DATA		
218-219	N00°09'06"E	51.96'	
219-220	S89°50'31"E	39.49'	
220-221	N00°09'29"E	63.60'	
221-220	N89°52'29"E	21.24'	

RW STATION & OFFSET TABLE		
200	108+12.66	21.24' LT
201	108+12.47	60.51' LT
202	109+49.02	60.51' LT
203	109+77.48	80.61' LT
204	109+87.37	106.35' LT
205	109+87.57	257.52' LT
206	110+87.57	257.70' LT
207	110+88.09	60.70' LT
208	112+07.25	60.45' LT
209	112+07.42	23.78' LT
210	112+07.54	0.00'
211	112+07.72	39.55' RT
212	111+11.10	39.34' RT
213	111+11.10	40.34' RT
214	110+88.75	40.30' RT
215	110+78.26	42.09' RT
216	110+78.34	89.22' RT
217	109+78.34	89.40' RT
218	109+28.33	39.49' RT
219	108+76.37	39.49' RT
220	108+76.37	0.00'
221	108+12.77	0.00'

TLE STATION & OFFSET TABLE		
T250	109+32.59	60.51' LT
T251	109+32.56	77.05' LT
T252	109+61.55	97.52' LT
T253	109+84.37	97.52' LT
T254	110+88.03	65.70' LT
T255	111+02.03	65.68' LT
T256	111+02.02	60.68' LT
T257	111+11.08	47.34' RT
T258	110+78.26	47.30' RT



SCHEDULE OF LANDS & INTERESTS REQUIRED		OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND AND INTERESTS TO THE DEPARTMENT.				
PARCEL NUMBER	OWNER	INTERESTS REQUIRED	R/W REQUIRED S.F.		TLE S.F.	
			NEW	EXISTING	TOTAL	
88	TACONIC ASSET TR BY TR	FEE, TLE	634	-	634	1138
90	RNT PROPERTIES LLC	TLE	-	-	-	69
91	ROBERT E. BURGESS	FEE, TLE	42	-	42	221

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

**raSmith**  
 CREDITED SURVEYING ENGINEERING

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

WISCONSIN LAND SURVEYOR  
 SHANE M. ZODOROW  
 S-2869  
 PREVIOUSLY IN GOOD STANDING

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

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION.  
 SIGNATURE: *Cory Schlage* DATE: 03/06/23  
 PRINT NAME: CORY SCHLAGE

TRANSPORTATION PROJECT PLAT NO: 5637-02-21 - 4.07

THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 6 EAST, AND THAT PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 12 NORTH, RANGE 6 EAST, IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

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

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE-NAMED PROJECT, TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTIONS 84.02, (3), 84.09 AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

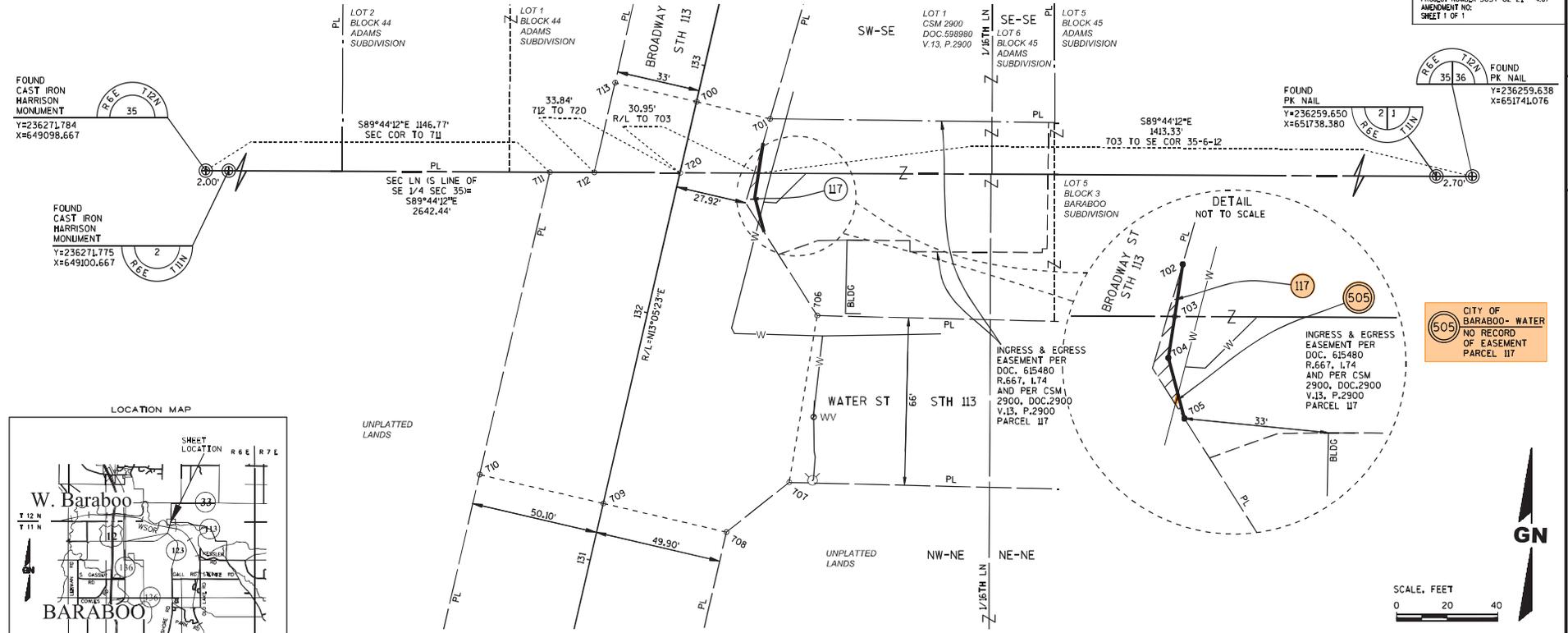
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAY OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE-NAMED PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF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

NOTES:  
 POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), SAUK COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.  
 ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.  
 FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN LA CROSSE.  
 REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2, AS DOCUMENT NO. 124604 FOR ADDITIONAL INFORMATION.  
 NO PROJECT DESIGN REFERENCE LINE ALIGNMENT EXISTS. REFERENCE LINE SHOWN IS BASED ON PROJECT 5971-01-24.

CITY OF BARABOO

4

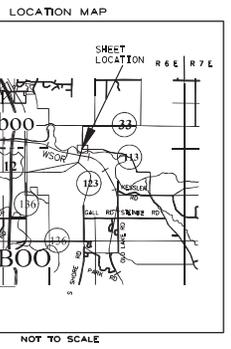
4



RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 5637-02-21 - 4.07  
 AMENDMENT NO:  
 SHEET 1 OF 1

FOUND CAST IRON HARRISON MONUMENT  
 Y=236259.650  
 X=651741.076

CITY OF BARABOO - WATER  
 NO RECORD OF EASEMENT PARCEL 117



HWY	BASIS OF EXISTING R/W	YEAR
STN 113/BROADWAY ST	DOCUMENT 843084	2004
STN 113/WATER ST	DOCUMENT 843084	2004
STN 113/BROADWAY ST	PROJECT 5971-01-24	2003
STN 113/WATER ST	PROJECT 5971-01-24	2003

SCHEDULE OF LANDS & INTERESTS REQUIRED						OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND AND INTERESTS TO THE DEPARTMENT.		
PARCEL NUMBER	OWNER	INTERESTS REQUIRED	R/W REQUIRED S.F.		TOTAL S.F.	UTILITY NUMBER	UTILITY OWNER	INTEREST REQUIRED
			NEW	EXISTING				
117	DEPP & SONS, LLC.	FEE	64	-	64	505	CITY OF BARABOO - WATER	RELEASE OF RIGHTS

UTILITY INTERESTS REQUIRED			
UTILITY NUMBER	UTILITY OWNER	INTEREST REQUIRED	RELEASE OF RIGHTS
505	CITY OF BARABOO - WATER	RELEASE OF RIGHTS	

R/W COURSE TABLE	
720-700	N13°05'23"E 28.75'
700-701	S76°54'37"E 29.81'
701-702	S16°13'33"W 9.93'
702-703	S08°44'09"W 12.00'
703-704	S08°44'09"W 9.49'
704-705	S14°49'55"E 14.25'
705-706	S32°27'13"E 39.05'
706-707	S09°31'07"W 66.68'
707-708	S51°40'35"W 31.59'
708-709	N76°54'37"W 49.90'
709-710	N76°54'37"W 50.10'
710-711	N13°05'23"E 122.37'
711-712	S89°44'12"E 17.55'
712-713	N13°05'23"E 36.26'
713-700	S76°54'37"E 33.00'

RW STATION & OFFSET TABLE	
700	132+85.40 0.00'
701	132+85.40 29.81' RT
702	132+75.49 29.27' RT
703	132+63.52 30.18' RT
704	132+54.06 30.90' RT
705	132+41.47 37.57' RT
706	132+14.12 65.45' RT
707	131+47.57 69.60' RT
708	131+22.88 49.90' RT
709	131+22.88 0.00' RT
710	131+22.88 50.10' LT
711	132+45.24 50.10' LT
712	132+49.14 33.00' LT
713	132+85.40 33.00' LT
720	132+56.65 0.00'

**raSmith**  
 CREATIVITY BEYOND ENGINEERING

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

SIGNATURE: *Shane M. Zodrow* DATE: 03/08/2023  
 PRINT NAME: SHANE M. ZODROW  
 REGISTRATION NUMBER: S-2869

WISCONSIN LAND SURVEYOR

SIGNATURE: *Cory Schlagel* DATE: 03/08/2023  
 PRINT NAME: CORY SCHLAGEL

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

4

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

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

R/W PROJECT NUMBER: 5637-02-21      EXHIBIT NUMBER:1

TITLE ACQUISITION EXHIBIT  
CITY OF BARABOO, PINE STREET  
SAUK COUNTY VARIOUS LOCATIONS      SAUK COUNTY

STH 136

PART OF LOT 1, OF CERTIFIED SURVEY MAP 6161, LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 3, T11N, R6E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

LOT 2  
CSM 650  
DOC. 418896

SE-NW

LOT 1  
CSM 6161  
DOC. 1073616  
V.36, P.6161

SW-NE

CITY OF BARABOO

TAX PARCEL NUMBER:  
206-1152-40000

CHIS CROSS

CTH W

SOUTH BLVD

LOT 3  
WAL-MART  
SUBDIVISION

NE-SW

LOT 1  
CSM 6218  
DOC. 1083590  
V.36, P.6218

NW-SE

WISCONSIN POWER AND LIGHT COMPANY  
NON DESCRIPT EASEMENT  
DOC. 312272 V.268, P.95 PARCEL 87  
NON DESCRIPT EASEMENT  
DOC. 312273 V.268, P.96 PARCEL 87

SCALE, FEET  
0 25 50

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

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

PRINT NAME: CORY SCHLAGEL

FILE NAME: TLE EXHIBIT 1 AND 2.DWG      PLOT DATE: 9/27/2022 12:17 PM      R/W PROJECT: 5637-02-21 -1

SCHEDULE OF LANDS & INTERESTS REQUIRED			
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
87	AUTOZONE PARTS INC.	TLE	147

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
500	ALLIANT ENERGY - ELECTRIC	RELEASE OF RIGHTS

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

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

R/W PROJECT NUMBER: 5637-02-21      EXHIBIT NUMBER:2

TITLE ACQUISITION EXHIBIT  
CITY OF BARABOO, STH 136  
SAUK COUNTY VARIOUS LOCATIONS      SAUK COUNTY

STH 136

PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 3, T11N, R6E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

LOT 1  
CSM 3674  
DOC. 635565  
V.18, P.3674

SE-SW

UNPLATTED LANDS

HATCHERY ROAD

SECTION LINE

LOT 1  
CSM 5214  
DOC. 873675  
V.29, P.5214

NE-NW

UNPLATTED LANDS

SCALE, FEET  
0 25 50

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

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

PRINT NAME: CORY SCHLAGEL

FILE NAME: TLE EXHIBIT 1 AND 2.DWG      PLOT DATE: 9/27/2022 12:17 PM      R/W PROJECT: 5637-02-21 -2

SCHEDULE OF LANDS & INTERESTS REQUIRED			
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
92	JOHN S. TURNER	TLE	166

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
500	ALLIANT ENERGY - ELECTRIC	RELEASE OF RIGHTS
505	CITY OF BARABOO - WATER	RELEASE OF RIGHTS

4

RESOLUTION NO. 2024 –

Dated: February 27, 2024

The City of Baraboo, Wisconsin

**Background.** As part of the Section 18 Conversion for Corson Square Apartments, the Department of Housing and Urban Development (HUD) requires that the City/CDA complete an Environmental Review of the property. This is a Part 58 review. In addition, HUD requires a second firm to review the report from the initial report. D3G has submitted a Price Quotation to complete the second review.

The Finance/Personnel Committee will review the proposed agreement at their February 27th, 2024 meeting.

---

**Budgeting Note:**  Not Required  Budgeted Expenditure  Not Budgeted

**Comments:**

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

The City Council authorizes the Interim Co-City Administrators to sign the Price Quotation of \$9,100 with Dominion Due Diligence Group (D3G) for completion of the Part 58 review for the Section 18 Conversion at Corson Square Apartments. The review cost will be charged to the conversion costs.

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

**Motion:**

**Second:**

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

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

## MEMORANDUM

To: City Council  
Community Development Authority

From: Patrick Cannon  
Executive Director

Re: D3G Group

Date: February 21, 2024

Attached, please find a proposal from Dominion Due Diligence Group (D3G) to serve as a consultant for the CDA and the City regarding the environmental portion of the Section 18 conversion.

As part of the conversion process, we are required to submit environmental reports and HUD approval of the environmental review. The Sigma Group completed the environmental reports. We will need to hire an environmental firm as Environmental Consultant to review the existing environmental reports, recommend an environmental finding to the City, and complete entries into a HUD environmental system. This is known as a HUD Part 58 review. Since the City does not have the capacity to review the extensive environmental reports and complete the long process of entries into HUD's environmental system, the Environmental Consultant will take on these duties for the City. The Environmental Consultant will provide explanations to the City should any questions arise during this Part 58 review process. Once the Part 58 review is completed, the City will sign a form and send to HUD for approval. HUD will review the entries in its environmental system and grant approval. D3G would be the firm hired to complete the Part 58 review, guiding the City through the process and answering any questions.

Please let me know if you have any questions.

# DOMINION DUE DILIGENCE GROUP PRICE QUOTATION



## SUBJECT PROPERTY

**Property Name:** Corson Square Apartments  
**Address:** 920 10th Street, Baraboo, WI 53913 (Sauk County)  
**Property Type:** **Tax Map Parcel:** 206-0312-00000; 206-0312-10000.  
**Property Size:** 6 buildings, 50 units **Construction Date:**  
**Property Area:** 4.1 acres **Construction Desc:** TBD  
**Site Description:** (50) units within (1) two-story building and (5) two-story duplex buildings constructed in pre-1990s on 4.1 acres. Current Owner: Baraboo Community Development Authority.

## CLIENT INFORMATION

Patrick "Pat" Cannon (pcannon@cityofbaraboo.com)  
 Executive Director & Acting Administrator, City of Baraboo & Baraboo Community Development Authority  
 227 1st Avenue, Baraboo, WI 53913

**Phone** **Alt. Phone** **Fax**  
**Site Contact** TBD

## SERVICE PRICING

**Protocol(s) Required:** HUD > SAC  
**Requested Turnaround Time:** 6-7 weeks from the date of engagement.

ESA	\$3,750.00
<i>Phase I Environmental Site Assessment. Scope does not include any file reviews, Phase II studies, or any NEPA-related studies that may be recommended based on the findings of this report. These additional scopes are not required for every project and are therefore not included by default. Any adjustment to property boundaries post-engagement are subject to a change fee.</i>	
Part 58 EA	\$2,500.00
<i>Municipality as Responsible Entity, and HUD-defined substantial rehabilitation, new construction and/or demolition.</i>	
<i>Includes HEROS upload, Noise Survey, and Climate Risk Evaluation. To be completed with ESA. Part 58 Compliance Documentation/Project Information form will need to be provided to complete this scope of work.</i>	
Environmental Consulting Services	\$2,850.00
<i>D3G to provide Environmental Consulting Services to the RE at an hourly basis.</i>	
<i>Includes, but not limited to: Review &amp; discussion on the Phase I Environmental Site Assessment &amp; Part 58 Environmental Assessment, Explanation of a findings, discussion of next steps and procedures, and HEROS process.</i>	
<i>NTE Hourly Consulting \$285/hour @ 10-hours.</i>	

**Project Total** **\$9,100.00**

**Comments:**

## NOTICE TO PROCEED

The undersigned agrees with the Scope of Services and associated professional fees itemized above, understands and agrees to the attached D3G Bid Terms And Conditions, and is authorized to sign this Notice To Proceed.

D3G Signature: \_\_\_\_\_ Date: 2/21/2024  
 Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Corporate Headquarters • 201 Wylderose Drive • Midlothian, Virginia 23113  
 804.358.2020 • Fax 804.897.6404 • www.d3g.com  
 Providing nationwide service to protect your investments



## **BID TERMS AND CONDITIONS**

1. **Due Dates for Delivery of Reports.** D3G has provided the turn-around time for the Services provided under this Bid ("TAT") in good faith based on current workload projections at the time the Bid was issued. Circumstances that can affect our projected TAT include, but are not limited to:

- A delay in receiving the signed engagement from the Client with full and accurate site address information;
- Contact information for a valid and cooperative Point of Contact ("POC"); and
- Full availability of and access to the Site.

Any delay in receipt of any of the foregoing items shall result in a corresponding extension of the TAT. Acts of God, weather delays, events beyond D3G's control, or events that could not have been reasonably foreseen by D3G will all result in a corresponding extension of the TAT. D3G shall notify the CLIENT of significant changes in the expected TAT. Unless noted in the Bid, time is not of the essence with respect to the TAT.

2. **Pricing.** The pricing for each of D3G's itemized Services is indicated on the Bid and is valid for five (5) business days. D3G shall not be obligated to provide, and is not liable for, services in addition to those identified in the Bid unless D3G and Client agree in writing to such additional services and the compensation owed for them. No course of conduct or performance shall modify D3G's obligations unless agreed in writing.

3. **Billings, Payment and Credit.** Client shall pay D3G for the Services performed in accordance with the prices agreed in this Bid, and for any subsequent additional services at a rate mutually agreed in writing. Invoices will be submitted upon issuance of the draft reports or completion of the itemized Services. D3G reserves the right to cancel the Bid or modify its payment terms if the Client does not meet the credit requirements of D3G or in the event of financial insecurity. Payment of the D3G invoices shall be Client's primary and non-contingent obligation, and shall not be conditioned upon a loan or any other event. Payment of D3G's invoice is due upon receipt. Balances unpaid within 30 days of the invoice date shall bear interest from the invoice date at one percent (1%) per month, or at the maximum lawful interest rate (whichever rate is less). Client shall be liable to D3G for all costs and expenses of collection, including reasonable attorneys' fees and court costs. Time is of the essence with respect to Client's obligation to pay. D3G's delay or non-exercise of any of these rights or remedies shall not be deemed a waiver of any of them.

4. **Cancellation:** Should the Client cancel the engagement or suspend it for more than sixty (60) days, the Client shall pay for all Services fully or partially performed to-date, and all project-specific costs incurred, such as without limitation regulatory database and non-recoverable travel fees. Specific amounts owed for suspension or cancellation at various stages are set forth as follows:

- Cancellation at least one full business day prior to onsite visit – expenses incurred as of cancellation.
- Cancellation less than 24 hours before an onsite visit, but prior to draft report writing – 50% of Services fee.
- Cancellation during draft report writing, but prior to review or production – up to 80% of the Services fee depending on percentage of work completed.
- Cancellation after or during draft report production – 100% of the Services fee.

5. **Confidentiality.** D3G shall not disclose information regarding this Bid or the Services, except to the Client, employees, consultants, subcontractors or other persons engaged by D3G related to the Services, third parties designated by the Client, or as required by law or court order. Notwithstanding the terms of this Section, D3G shall be permitted to make such disclosures as necessary to comply with all judicial orders, government directives, and laws regarding reporting to public agencies of potential dangers to public health, safety or environment.

6. **Limitation of Liability and Dispute Resolution:** D3G's liability under this Bid shall not exceed the compensation to be paid D3G under this Bid or \$25,000, whichever is less. D3G shall have no liability for any consequential damages or those associated with delays. D3G shall have no liability for undisclosed, concealed, or unforeseen conditions. D3G shall have no liability for any differing opinions, interpretations, or recommendations of governmental or regulatory agencies. These limitations reflect the compensation allocated for the Bid Services and upon written request, D3G may consider an increase to this limitation in exchange for additional consideration. All claims or disputes between D3G and Client related to this Bid shall be i) addressed first by formal mediation as a condition precedent to binding arbitration, ii) mediation and arbitration shall be governed by Virginia law and held in the County of Chesterfield, Virginia, as the parties agree that this Bid is made in Chesterfield, Virginia, iii) and a demand shall be filed with the American Arbitration Association within one year of the conclusion of D3G's services performed under the Bid or all such claims shall be released and waived.

The City of Baraboo, Wisconsin

Background: During the STH 33 Reconstruction project last fall when 8th Street was closed east of CTH T, the speed limit on Man Mound Rd was lowered to 25 mph due to the dramatic increase in traffic volumes. Since STH 33 will be closed starting west of Lincoln Avenue, traffic volume on Man Mound is expected to be significantly less than last fall. According, staff believes a increasing the speed limit to 35 MPH, which is consistent with the speed limit on City View Rd, is warranted.

This was reviewed by the Public Safety Committee at their February 26th meeting and it was recommended that the proposed increased speed limit be approved.

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

An Ordinance revising the City of Baraboo Code of Ordinances §7.08 Speed Limits.

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

1. The City of Baraboo Code of Ordinances § 7.08 is revised as follows:

7.08 SPEED LIMITS. The Council hereby determines that the statutory speed limits on the following streets or portions thereof are unreasonable, unsafe and imprudent and modifies such speed limits as follows:

(1) SPEED LIMITS INCREASED. Speed limits are increased on the following designated streets or portions thereof:

(a) 35 Miles Per Hour.

- 1. On South Boulevard between Pate Street and State Hwy 136.
2. On South Boulevard between Commerce Parkway and the westerly on/off ramps of US Hwy 12.
3. On Taft Avenue (C.T.H.T) between 8th Street and a point 650 feet north of the centerline of City View Rd/Man Mound Rd.
4. Man Mound Road between CTH T (Taft Avenue) and the easterly City Limits.

(2) SPEED LIMITS DECREASED. The speed limits are decreased, as hereinafter set forth, upon the following streets or portions thereof:

(a) 15 Miles Per Hour.

- 1. On Zoo Lane between Park Street and Ridge Street.
2. All alleys.

(b) 25 Miles Per Hour.

- 1. On South Boulevard between State Hwy 136 and Commerce Parkway. (2058 06/26/2001)
2. Manchester Street. (2091 08/27/02)
3. Madison Avenue between Crawford and East Street. (2135 01/27/04)

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 \_\_\_, 2024 and is recorded on page \_\_\_ of volume \_\_\_. A summary of this Ordinance was published in the local newspaper on the \_\_\_ day of \_\_\_, 2024.

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

Month	January	2023
-------	---------	------

Bank Balance						Bank														Grand Total	
BANK INVESTMENTS	Type	Fund	Account	Term	Maturity	Rate	BSB	LGIP	CFB	SUM	BWD	PDS	PVL	WCCU	CCF	BMO	FICA	SCHWAB	Grand Total		
Alma Waite Account	NOW account	820	104502957	Daily		0.50%	10,854.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,854.50		
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	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	208,434.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208,434.79	
			40062018	12 months	7/25/24	5.00%	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	0.00	200,000.00	
			3902229	8 months	5/25/24	4.95%	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
	Investment Pool	820	856206-3	Daily		5.39%	0.00	104,047.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104,047.70		
	Dana Investment	820	3694-7092	(blank)		3.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00		
CDA-Grant Accounts	Checking	220	1000934/114639	Daily		none	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00		
CDA-Loan Accounts	(blank)	983	(blank)	(blank)		(blank)	227,634.60	182,699.24	551,892.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	962,226.78		
Friends of the Library	Savings	940	103035891	Daily		0.15%	13,717.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,717.85		
General Cash Account	Checking / NOW	100	1000306/9830	Daily		10%/50%	1,838,177.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,838,177.66		
	Deposit Placeme	100	101066015	Daily		0.50%	3,875,375.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,875,375.19		
General Fund	Money Market	100	86190136	Daily		1.71%	0.00	0.00	1,512,502.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,512,502.72		
			163563	Daily		3.50%	0.00	0.00	0.00	0.00	138,488.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	138,488.36	
			471582	Daily		2.25%	0.00	0.00	0.00	0.00	0.00	0.00	452,682.40	0.00	0.00	0.00	0.00	0.00	0.00	452,682.40	
			10080968	Daily		2.78%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	380,887.53	0.00	0.00	0.00	0.00	0.00	380,887.53	
			54962-07	Daily		2.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165,067.65	0.00	0.00	0.00	0.00	165,067.65	
			20032292	Daily		5.53%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	387,602.01	0.00	0.00	0.00	387,602.01	
			2061232	Daily		1.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136,270.74	0.00	0.00	136,270.74	
			60000014	12 months	5/31/24	4.00%	0.00	0.00	0.00	0.00	0.00	0.00	180,000.00	0.00	0.00	0.00	0.00	0.00	0.00	180,000.00	
			3882053	25 months	7/27/24	2.00%	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
			54962-101	16 months	5/18/24	3.96%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	200,000.00
	54962-102	22 months	11/18/24	4.21%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00		
	54962-104	13 months	3/13/24	4.35%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00		
	54962-108	13 months	4/28/24	4.94%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00		
	7758003053	12 months	4/12/24	4.80%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	202,000.00	0.00	0.00	202,000.00		
	3901234	8 months	5/18/24	4.95%	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		
	1815294	13 months	10/22/23	4.65%	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00		
	90905056	11 months	9/13/24	4.91%	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	0.00	0.00	200,000.00		
		Investment Pool	100	856206-1	Daily		5.39%	0.00	2,287,547.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,287,547.90	
		Deposit Placeme	100	104791111271	Daily		5.33%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,275,467.20	0.00	2,275,467.20	
				10090686	Daily		2.75%	0.00	0.00	0.00	0.00	0.00	0.00	2,008,063.66	0.00	0.00	0.00	0.00	0.00	2,008,063.66	
	Dana Investment	100	3694-7092	(blank)		3.75%	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		5.52%	1,661,046.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,661,046.76		
	Investment Pool	100	856206-2	Daily		5.39%	0.00	3,032.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,032.10		
	Deposit Placeme	100	10090686	Daily		2.75%	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	0.00	300,000.00		
Library Segregated Fund	NOW account	850	104551192	Daily		0.50%	153,802.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153,802.10		
Park House Account	NOW account	890	101001035	Daily		0.50%	3,449.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,449.94		
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	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	0.00	12,012.72	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	50,953.94		
	NOW account	840/87	1000-888	Daily		0.50%	416,369.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416,369.54		
Sewer Debt Service	NOW account	960	104506359	Daily		0.50%	96,898.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96,898.13		
Sewer Depreciation Fund	Money Market	960	20083858	Daily		5.53%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57,718.33	0.00	0.00	0.00	57,718.33		
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	256,225.76		
	NOW account	960	104522281	Daily		0.50%	125,229.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,229.28		
	Dana Investment	960	3694-7092	(blank)		3.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	650,000.00		
Sewer General	Cert of Deposit	960	148901-101	17 months	2/9/24	2.23%	0.00	0.00	0.00	201,157.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,157.54		
	Investment Pool	960	856206-7	Daily		5.39%	0.00	813,022.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	813,022.97		
	NOW account	960	104550099	Daily		0.50%	29,944.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,944.22		
	Dana Investment	960	3694-7092	(blank)		3.75%	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)		3.75%	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%	17,430.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,430.85			
Utilities Account	Checking	960/97	101000292	Daily		0.10%	765,670.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	765,670.70			
Utilities Money Market	Money Market	960	14890100-0070	Daily		1.35%	0.00	0.00	0.00	61,498.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61,498.44		
			970	14890100-0070	Daily		1.35%	0.00	0.00	0.00	46,805.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,805.84	
Water General	Money Market	970	101153201	Daily		0.50%	116,438.99	0.00	0.00	0.00	0.00										

**TREASURER'S INVESTMENT REPORT for January 2024**

**Average Rate of Return on Current Deposits**

**Benchmarks:**

<b>Total Receipts:</b>	11,043,094.33	General Funds:	Avg Term		LGIP	5.39%
		Utility Funds:	4.6 M	3.33%		
<b>Total Disbursements:</b>	8,486,027.63	Segregated Funds:	17.8 M	4.98%	90-day T-bill:	5.38%
		Securities w/Dana	17.5 M	4.13%		
		All Funds:	4.6 years	4.28%	6M CD:	3.67%
			8.7 M	3.88%	12M CD:	4.55%
			Liquid:	75.0%	18M CD:	4.37%
			Term:	25.0%		

**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. Liquidity is high as we have tax dollars in hand.
- Yield:        ▪ CD rates are very good for short term CDs. Securities are also very good.

**TRANSACTIONS**

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

**INVESTMENT ADVISOR TRANSACTIONS**

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Yield to Worst		Amount	Interest
								Maturity Date	Coupon Yield		
(1)	BUY	FHLB	3130AYH25	100.0000	Not rated	Callable	2 year	1/12/2026	5.40%	175,000.00	Semiannual
Comments:											
(1)	BUY	FFCB	3133EPV36	100.0000	Not rated	Callable	1 year	1/16/2025	5.27%	150,000.00	Semiannual

Comments:

## Finance/Personnel Committee Meeting Minutes

January 23, 2024, 5:30 p.m.  
City Hall, Committee Room #205  
101 South Blvd., Baraboo, WI 53913

Members Present: Sloan, Petty, Kent

Others Present: Mayor Nelson, Interim City Administrators P. Cannon & T. Pinion, Clerk Zeman, J. Ostrander, R. Sinden, and 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 January 10, 2024

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 approval of the accounts payable for \$1,013,581.61.

**CARRIED (3 to 0)**

#### 2.b Baraboo School District, School Resource Officer

P. Cannon noted that this is a 4-year agreement with the Baraboo School District for the School Resource Officer (SRO) position as required by the awarded grant. This agreement does include language that requires new interviews be conducted for the position of SRO once an individual has held the positions for 4 years; the individual currently holding the position can reapply. It was noted that the SRO supervisor is a police department sergeant.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council on approving a memorandum of Understanding (MOU) with the Baraboo School District for the School Resource Officers (SRO).

**CARRIED (3 to 0)**

### 3. Information Items

*None.*

### 4. Discussion Items

#### 4.a 2025 Budget

The committee continued to discuss the option of going to referendum. General consensus of the committee is these needs to be a specific item/project(s) referendum. P. Cannon presented information from other municipalities that have done referendums and the outcomes. Committee considered putting four separate questions on the ballot; however, there was some concern that the votes for "yes" would be split amongst the questions. The committee will need to consider the cost for this referendum, including the marketing. They also need to consider if the referendum includes a capital project, it will not help with the increasing operational costs. Items could potentially include operations of the pool, the shared ride taxi, the zoo, the civic center, and additional staff. Staff will prepare figures estimating how much we would have to ask for, and election costs associated with a referendum.

5. **Adjournment**  
**Moved by:** Petty  
**Seconded by:** Kent  
That the meeting adjourn at 6:42pm.

**CARRIED (3 to 0)**

Brenda Zeman, City Clerk

## Minutes of the Public Safety Committee Meeting – January 8, 2024

**Members Present:** Tom Kolb, and David Olson, and John Ellington. **Others Present:** Mayor Rob Nelson, Police Chief Sinden, Tom Pinion, Wade Peterson, Tony Gilman. , Bob Spencer, and Dave Hyzer.

**Call to Order** – Chairman Tom Kolb called the meeting to order at 1:00. Compliance with the Open Meeting Law was noted. It was moved by Olson, seconded by Ellington to approve the agenda as posted. Motion carried unanimously. It was moved by Ellington, seconded by Olson to approve the minutes of the October 30, 2023. Motion carried unanimously.

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

### Action Items

- a. Review and recommend establishing a loan program for property owners to replace private lead service lines – Peterson said that the loan program has been approved and will be given to the City, the City will administer the funds. He said the program will follow similar to the sidewalk, curb and gutter assessment program as far as options for payment. He said that there will be a 25% principal forgiveness on this loan so every customer that gets a service will have to pay back 75% of what it is. Peterson said the bidding for the contractor will be advertised the next two weeks and will close towards the end of January and will come to the Committee for award at the February meeting. Peterson said that all customers on 8<sup>th</sup> will pay the same amount, it will not go by footage, and it is being bid out as per service. He said customers should be seeing their second letter after the meeting on February 13. He said that their most likely will be a draft of the agreement included so the customer knows. He said that there may be people that don't sign it, then we change our side of the service and start the clock at 60 days, after the 60 days their water is shut off. Peterson said that the contractor will select the method of replacement. Ellington moved, Olson seconded to recommend establishing a loan program for property owners to replace private services as presented. Motion carried unanimously.
- b. Review and recommend approval of extending the Memorandum of Agreement with the Baraboo School District for the School Resource Officer Program through 2027 and beyond – Pinion said that there is a current MOU through 2025, over a year ago an amendment was passed that the School District would pay 75% through calendar year 2023. Pinion said that during budget deliberations it was negotiated with the school district and there is a new amended addendum to that is covering the current calendar year 2024 and the cost is split 50/50. He said that this was done in hopes of receiving a grant, the police department submitted the grant application the Police Department receive a COPS Hiring Grant in the sum of \$250,000 dispersed over three years, \$100,000, \$80,000, and \$70,000. He said it is coming before the Committee because there will be a new or extended MOU that covers not only the 3-year grant period, which would take it 2026, the current one ends in 2025, but the grant requirements says we have to maintain the one year beyond the grant cycle, or to the end of 2027. He said that when the City met with the School District regarding the 50/50 split, they expressed an interest in a long-term agreement. He said the School District meets on the 22<sup>nd</sup> and Council on the 23<sup>rd</sup>, the MOU has to be in-place no later than January 31, so we are working with them whether this will be a four-year, or preferably a 10-year or longer. Sinden emphasized that the dates are the only thing affected in the amended MOU, no verbiage. Kolb feels that the 50% is nonsense, it should be 75% always. He said that the school district thought that last year was a one-time deal. He said that the president of the school board checked with several other school districts and it was found that most common where the district pay 50% of the expense, there were none found that go 75%. Sinden said it would be his fear if more than 50% was asked he would lose the ability to pull the SROs from the schools if a crisis happened and extra officers were needed. Sinden mentioned that the school district added the first six months of 2024, their fiscal year doesn't start until July 1. Kolb doesn't see a problem saying that we are locked in at 50% through 2025, but the last two years of the grant he would like to see asking for 75%. Pinion said that reasonably ask, but can't guarantee an outcome. Ellington moved, Olson seconded to approve extending the MOU at a 50/50 cost, and at the end of 2025 will negotiate with the school district to pay 75%. Motion carried 2-1, Kolb voting no.

- c. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for November and December 2023 – Peterson presented the billing adjustments/credits to the Committee. It was moved by Ellington, seconded by Olson to approve the adjustments/credits for November and December as presented. Motion carried unanimously.

### Information Items

- a. STH 33 Reconstruction Project – Status Report – Pinion said construction will begin in approximately six weeks. He said that there will be three segments done simultaneously with the first phase from the end of February through the end of May. Pinion said the segments will be Lincoln just past Jefferson to a location between Spinning Wheels two driveways, so there will always be access while one phase is under construction. He said the next segment is at the far west end at Culver’s to just past Hill Street, and the last segment in the middle starts at Warren to Oak. He said that the segments will be completely closed, so it renders 33 impassable from end to end. He said that there will be the local detour route. Pinion said the contractor can only have two consecutive intersections torn up at a time. Pinion said the only place that will be four lanes is between Park Street to the far end of Dominos. Kolb questioned the utility work being done. Pinion said that it is all part of this project, all utility companies that have a conflict or want to upgrade their utilities in the ROW it has to be done before the project starts. Peterson said that there will be informational meetings held before construction.
- b. Prospective Street Reconstruction Projects for 2024 & 2025 – Pinion said Waldo Street from Parkside Avenue to Hager Street will be done in 2024. He said grant money will be used to reconstruct Madison Street and Madison Avenue in 2025; therefore, 14th Street will be subject to increased traffic volume, so 14th Street from Amundson to Crawford will be done in 2024. Sauk Avenue from Hitchcock to Moore Street will be the third one done in 2024. Kolb asked if any sidewalks were involved, Pinion said that possibly on 14th. Pinion said that 2025 may include, funding permitting, 14th from Keith to Jefferson, which will include some water main. Pinion said bidding a stand-alone sidewalk project would raise the price dramatically, which is why new sidewalks coincide with street reconstruction projects. Olson feels that as sidewalks are prioritized, we should make sure they connect to existing sidewalks, and start in the middle of the City and radiate out from there. Pinion said there is a 1999 Sidewalk Study that was done that rated all 410 segments of priority areas that didn’t have sidewalks, which he believes is cut in half.

### Reports

- a. Utility Superintendent’s Report
- i. Staffing Updates – Peterson said that Tim Klemm is retiring at the end of the month, so the hiring and interviewing process is being completed.
  - ii. Project Updates – Peterson said that he received a letter from the DOT/Railroad regarding the sewer main under Bridge 368, Lake Street stating that they had 30 days to come up with a plan and six months to remove that line. He disagrees with that so a lawyer was hired so it is now between attorneys at this time. Peterson said the Water Street sewer line is done but did take a little longer the expected. He said that they do have to go back and do some work with the lateral because now the main is sealed up but water is coming in the laterals. He said the property owners on 8th that have lead or galvanized services have been sent their first notice. All property owners along 8th Street and 8th Avenue have received their notices, along with the cost estimate of the sewer laterals. Pinion said that this cost will be done as a special assessment. Peterson said that money was projected in the 2024 budget to rehabilitate the paint job on the Oak Street reservoir for \$700,000 - \$750,000, we received the inspection report and the interior wet paint is not in dire need of replacement, so the project will be moved on to another year and those funds will be used to help pay for the Highway 33 project, allowing a smaller loan to be taken out, which hopefully will prevent a significant rate increase in 2025 or 2026. Peterson said that the Utility has purchased an EV van.
- b. Street Superintendent’s Report
- i. Staffing Updates – Staffing remains the same; however with the pending snowstorms coming, the schedules will change. John Morris, 12-year DPW employee will be retiring in April, the plan is to leave the vacancy open until 2025 unless a staffing issue occurs.
  - ii. Project Updates – None.
  - iii. Monthly Activity Report – Gilman said the department is assisting Parks with scheduled ROW tree removal, there are approximately 100 scheduled, 72 have been removed, and remaining will be done when the bucket truck is repaired. The department has been going through all plow routes and trimming low hanging limbs over sidewalks. Gilman said the Refuse/Recycling RFP was sent out and responses are due by January 12. Gilman said that the 2023 budgeted plow truck has been delayed and is now expected to arrive mid-February. Gilman said the 2024 Bobcat purchase has begun to

arrive, 2024 Freightliner plow truck is expected to arrive in April, and Freightliner tandem axle haul trucks have been ordered, with an anticipated deliver of October 2023.

Ellington left meeting at 2:13 p.m.

c. Police Chief's Report

- i. Staffing Updates – Sinden said the newest police officer, Alexis Short started orientation last week, the police academy, which will be her job now begins today. He said that the WPPA contract for patrol officers is up for renewal and will help the staffing. He said with the hiring of Alexis, the department is at full authorized staffing.
- ii. Case/Response Update – Sinden said looking at statistics from use of force from 2022 through 2023, it looks like there is a significant decrease (39%) in use of force, which is a big goal for the department. He said that the department just had the second round of hybrid vehicles cancelled by Ford, there will be a meeting later this week to discuss how to address these shortages, and the lack of ability by Enterprise to get the vehicles. Sinden said pursuant to the Council's instruction, he is in the process of gathering all the neighboring community ordinances on ATV and UTVs, once he has them all and it is placed on the agenda he will forward all the information gathered to the Committee and then ask for comments and suggestions, and then he could draft a very rough draft an ordinance, if the Committee chooses. Kolb said that is thinks what they were asked by the City was to look at how the public safety things interface with any potential ordinance, we won't be doing ordinance types of things, so he thinks the Committee is going to look at it as an informational item, rather than an agenda item. Sinden said that he feels it is important to have the rules in front of the Committee. Mayor Nelson feels that a draft ordinance would come through this Committee for recommendations that they would like to see in the policy or possible ordinance, he feels that he should be a discussion item on the agenda. It was also stated that any possible license fees should also be a discussion item, along with other discussions.

Olsen said that maybe for a further agenda items, he would like to hear what the City is thinking about for potential cyber attached or if the internet went down, this Committee seems like a proper place to consider that, or is there a plan in place. Kolb said as a follow up to this, he was reading about attacks on water distribution. Peterson said through the Water Committee of the State they have a couples meetings per year that talks about cyber security, nothing that has gotten to the level to cause concern. He said the plan if the internet goes down, or the fiber gets hit and goes down, they would turn to become a 24/7 operation, and everything gets down manually until it is repaired.

The next meeting will be January 29<sup>th</sup>.

**AJOURNMENT** – There being no further business, Kolb declared the meeting adjourned at 2:26 p.m.

Respectfully submitted,

Tom Kolb, Chairman