



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, March 12, 2024, 7:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Pages

1. **CALL TO ORDER**
2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF PREVIOUS MINUTES (Voice Vote)** 4
February 19, 2024 & February 27, 2024.
4. **APPROVAL OF AGENDA (Voice Vote)**
5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**
6. **PRESENTATIONS**
None Scheduled.
7. **PUBLIC HEARINGS** 13
The Mayor will announce that this is the published date and time to hear public comment regarding:
 - An Amended General Development Plan for KMD Development LLC's Baraboo Bluffs Condominium project in accordance with Step 3 of the PUD Process to convert the proposed mixture of the planned thirty-three 2-unit and 3-unit buildings totaling 85 condominium units to Baraboo Bluffs Estates, a 35-lot residential subdivision with 19 duplexes and 16 triplexes that the developer intends to convert to a total of 86 side-by-side single-family attached residential dwellings on an 18.4-acre site located on the east side of Waldo Street between Parkside Avenue and Hager Street, located in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 2, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.
8. **PUBLIC INVITED TO SPEAK**
(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.)
9. **MAYOR'S BUSINESS**
 - In-Person Absentee Voting for the April 2, 2024 Spring Election will begin on Tuesday, March 19th. The hours for In-Person Absentee Voting are 8:00am to 4:30pm, Monday through Friday.
 - City Offices will be closed on Friday, March 29, 2024. The Clerk's Office will be open from 1:00pm to 5:00pm on this day for the purpose of conducting In-Person Absentee Voting. This is the last day for In-Person Absentee Voting. No other business will take place.
 - Public Health Sauk County and local hospitals are conducting a Community Health Survey through May 1. To participate, visit <http://bit.ly/SaukSurvey> (English version) or <https://bit.ly/SaukSalud> (Spanish version) or call Public Health Sauk County at 608-355-4315.
10. **CONSENT AGENDA**

(Roll Call)

10.1	Accounts Payable	14
	Approve the Accounts Payable to be paid in the amount of \$	
10.2	Temporary Liquor License(s)	15
	Approve the following Combination "Class B" Temporary Liquor Licenses (AKA Picnic License):	
	1) Habitat for Humanity of WI, River Area, Rock the Restore, 4-1-2024	
	2) St. Joseph Catholic Parish, Gala of Gratitude, 4-12-2024	
	3) Baraboo Area Chamber of Commerce, Oktoberfest, 9-21-2024	
10.3	Budget Amendments	16
	Approve the 2023 4th Quarter Budget Amendments.	
10.4	Appointments	21
	Approve the appointment of Steve Beckett, Kristen Reynoso, and Karen Kothbauer to the Baraboo Economic Development Commission (BEDC).	
11.	ORDINANCES ON 2nd READING	
11.1	Speed Limit on Man Mound Road	22
	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.	
12.	NEW BUSINESS- RESOLUTIONS	
12.1	Report on the Lease	23
	P. Cannon will provide information on the proposed lease with the Community Development Authority of the City of Baraboo and Approving the Issuance of \$5,100,000 Community Development Mortgage Lease Revenue Refunding Bonds. (No action taken)	
12.2	Resolution Approving the Lease with the Community Development Authority of the City of Baraboo and Approving the Issuance of \$5,100,000 Community Development Mortgage Lease Revenue Refunding Bonds and Related Documents and Transactions	24
	Consider Resolution Approving the Lease with the Community Development Authority of the City of Baraboo and Approving the Issuance of \$5,100,000 Community Development Mortgage Lease Revenue Refunding Bonds and Related Documents and Transactions. (Cannon)	
12.3	Library Sub-Lease	47
	Consider authorizing the Mayor and City Clerk to execute the Sublease Agreement with the Carnegie-Schadde Memorial Public Library in concurrence with USDA financing. (Cannon)	
12.4	Liquor License Transfer	56
	Consider approving the transfer of Barabrew Wine and Spirits "Class A" Combination Liquor License to 315 South Blvd. (Zeman)	
12.5	Liquor License Application	57
	Consider approving a Class "A" Fermented Malt Beverage Liquor License for MK Stores, LLC d/b/a Snak Atak #43 at 801 South Blvd. (Zeman)	
12.6	Resolution Declaring Official Intent to Reimburse Expenditures from	58

Proceeds of Borrowing
Consider Resolution Declaring Official Intent to Reimburse Expenditures
from Proceeds of Borrowing. (Pinion)

- 12.7 Purchase 2.1-acre lot, Lake Street 60
Consider repurchasing a 2.1-acre lot that was previously sold to L & L
Equities, LLC. (Pinion)

13. NEW BUSINESS ORDINANCES

- 13.1 Amend Section 17.18(4)(d), Amended General Development Plan 62
Consider the amended General Development Plan for the Baraboo Bluffs
Estates. (Pinion)

14. ADMINISTRATOR AND COUNCIL COMMENTS

*(Comments are limited to recognition of City residents and employees, memorials,
and non-political community events; discussion of matters related to government
business is prohibited.)*

15. REPORTS, PETITIONS, AND CORRESPONDENCE

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The City acknowledges receipt and distribution of the following:

Copies of meeting minutes included in this packet:

Finance.....2-13-2024

Administrative.....2-6-2024

Public Safety.....1-29-2024

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**February 19, 2024, 6:45 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Olson, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzeck

Members Absent: Thurow

Others Present: Clerk Zeman, Interim City Administrators P. Cannon & T. Pinion, J. Ostrander

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 6:45pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF AGENDA

Moved by: Kent

Seconded by: Petty

Motion: CARRIED**4. COMPLIANCE WITH OPEN MEETING LAW NOTED****5. PUBLIC INVITED TO SPEAK**

No one spoke.

6. COMMITTEE OF THE WHOLE

Moved by Kent, seconded by Petty, to enter Committee of the Whole to review and/or revise the City Administrator Position Description and compensation.

Interim City Administrator P. Cannon noted that he removed all references to the "Fire" title of the former "Police & Fire Commission", it's now the "Police Commission", as well as any reference to the airport. Reference to the Joint Fire & EMS District was added. He also noted that the requirement to live within the City should be addressed in the employment contract, not the job description. Council is in agreement that we need to rely on our department heads that specialize in specific fields; the City Administrator should not be responsible for all day-to-day functions of the city.

Council reviewed the current job description for the City Administrator position. The job description was addressed by section. Recommendations were made to remove and/or combine duplicate, or similar, tasks. Recommendations were also made to remove any items that are handled by other departments, such as the duties and responsibilities of Comptroller.

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

7. ADJOURNMENT

Moved by: Ellington

Seconded by: Sloan

That the meeting adjourn at 7:57pm.

Motion: CARRIED.

Brenda M. Zeman, City Clerk

Common Council Meeting Minutes**February 27, 2024, 7:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow, Olson
Others Present: Interim City Administrator T. Pinion, Clerk Zeman, J. Ostrander, George Althoff, 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

Moved by: Ellington

Seconded by: Kolb

Motion: CARRIED

4. APPROVAL OF AGENDA

Moved by: Petty

Seconded by: Hazard

Motion: CARRIED

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

George Althoff presented the Baraboo Area Chamber of Commerce Annual Report.

7. PUBLIC HEARINGS

None Scheduled.

8. PUBLIC INVITED TO SPEAK

No one spoke.

9. MAYOR'S BUSINESS

- 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 congratulated 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.

10. CONSENT AGENDA

Moved by: Petty

Seconded by: Sloan

Motion: CARRIED (9 to 0)

10.1 Accounts Payable**Resolution No: 2024-25**

THAT the Accounts Payable, in the amount of \$410,219.35 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

11. ORDINANCES ON 2nd READING

11.1 Mobile Food Vending Permit

Moved by: Hazard

Seconded by: Petty

Motion to approve the 2nd reading of **Ordinance No. 2626** repealing and recreating Section 12.05A, Mobile Food Vending Permit, of the City of Baraboo Codebook.

Motion: CARRIED (9 to 0)

12. NEW BUSINESS- RESOLUTIONS12.1 Amend City's Official Fee Schedule**Resolution No: 2024-26**

Moved by: Sloan

Seconded by: Petty

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)

Motion: CARRIED (9 to 0)

12.2 US Cellular Agreement, Hwy A Water Tower**Resolution No: 2024-27**

Moved by: Ellington

Seconded by: Sloan

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.

Motion: CARRIED (9 to 0)

12.3 City Administrator Job Description**Resolution No: 2024-28**

Moved by: Thurow

Seconded by: Ellington

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.

Motion: CARRIED (9 to 0)

12.4 STH 136 Median Mowing**Resolution No: 2024-28**

Moved by: Sloan

Seconded by: Hazard

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.

Motion: CARRIED (9 to 0)

12.5 Noxious Weeds & Rank Growth Proposal**Resolution No: 2024-30**

Moved by: Kolb

Seconded by: Ellington

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 ½-acre, \$0.01 per square foot for vacant property greater than ½-acre, and \$0.05 per square foot for weed control is hereby accepted.

Motion: CARRIED (9 to 0)

12.6 2024 Public Works Projects

Resolution No: 2024-31

Moved by: Kolb

Seconded by: Sloan

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
Tri-County Paving, Inc.	\$ 25,000 – Proposal #6 – Concrete and Asphalt Crushing

Are hereby accepted and all other bids are rejected.

Motion: CARRIED (9 to 0)

12.7 DOT Utility Easements

Resolution No: 2024-32

Moved by: Thurow

Seconded by: Kolb

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.

Motion: CARRIED (9 to 0)

12.8 Dominion Due Diligence Group (D3G), HUD Part 58 Review

Resolution No: 2024-33

Moved by: Sloan

Seconded by: Kolb

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.

Motion: CARRIED (9 to 0)

13. **NEW BUSINESS ORDINANCES**

13.1 Speed Limit on Man Mound Road

Moved by: Ellington

Seconded by: Hazard

Motion to approve the 1st reading of **Ordinance 2627** 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:

- 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:

- 15 Miles Per Hour.

1. On Zoo Lane between Park Street and Ridge Street.

2. All alleys.

- 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.

Motion: CARRIED (9 to 0)

14. ADMINISTRATOR AND COUNCIL COMMENTS

None.

15. REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

Reports: January, Treasurer

Copies of meeting minutes included in this packet:

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)

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 8th 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 22nd and Council on the 23rd, 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 29th.

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

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

Moved by: Sloan

Seconded by: Ellington

That the meeting adjourns at 7:39pm.

Motion: CARRIED

Brenda M. Zeman, City Clerk

NOTICE OF PUBLIC HEARING
City of Baraboo, Wisconsin

NOTICE IS HEREBY GIVEN that the Common Council of the City of Baraboo, Wisconsin, will hold a public hearing in the Council Chambers in the Municipal Building located at 101 South Blvd., Baraboo, Wisconsin, on Tuesday, March 12th, 2024, at 7:00 o'clock p.m. for the purpose of giving any interested persons an opportunity to be heard regarding the following matter:

An Amended General Development Plan for KMD Development LLC's Baraboo Bluffs Condominium project in accordance with Step 3 of the PUD Process to convert the proposed mixture of the planned thirty-three 2-unit and 3-unit buildings totaling 85 condominium units to Baraboo Bluffs Estates, a 35-lot residential subdivision with 19 duplexes and 16 triplexes that the developer intends to convert to a total of 86 side-by-side single-family attached residential dwellings on an 18.4-acre site located on the east side of Waldo Street between Parkside Avenue and Hager Street, located in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 2, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.

Any person interested in obtaining additional information concerning the subject matter of this hearing may contact the City Engineering Department at the Municipal Building, 101 South Blvd, Baraboo, Wisconsin 53913.

PLEASE TAKE FURTHER NOTICE that the Common Council may make substantial changes in the zoning as a result of objection, debate and discussion at this hearing. For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com.

/s/ Brenda Zeman, City Clerk.

To be published as a Class II Notice in the legal section
March 5 and 12, 2024.

10.1

RESOLUTION NO. 2024 -

Dated: March 12, 2024

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

The City of Baraboo, Wisconsin

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

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

The Picnic License listed below was reviewed by the Police Department and the City Clerk. It also reviewed by the Administrative Committee at their March 5th, 2024 meeting.

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

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

THAT the City Clerk be authorized to issue the following Combination “Class B” Picnic Licenses:

- Habitat for Humanity of Wisconsin, River Area, Rock the Restore, 4-1-2024
- St. Joseph Catholic Parish, Gala of Gratitude, 4-12-2024
- Baraboo Area Chamber of Commerce, Oktoberfest, 9-21-2024

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

Motion:

Second:

Certified by Clerk: _____

The City of Baraboo, Wisconsin

Background:

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

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

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

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

Comments: Budget amendments, that are budgetary transfers, are budgeted expenditures. Budget amendments, that are supplemental, are not budgeted. The 2023 City Budget provides for publishing amendments.

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

That the following budget amendments are authorized:

- 4th Quarter, 2023 City-Wide Supplemental budget Amendments for \$429,953.00
- 4th Quarter, 2023 City-Wide Budgetary Transfers \$232,076.00

See attached amendment schedules.

Offered by: Finance/Personnel Committee

Approved by: _____
Mayor

Motion:

Second:

Certified by: _____
City Clerk

City of Baraboo
4th Quarter 2023 Budget Amendment
Common Council approved the following Budget Amendments at their March 12 2024 meeting:

Account Number	Department	Account	Original Budget	Debit/(Credit)	New Appropriations (Only)	Amended Budget
100-52-55410-340-000	General Fund - Zoo	Operating Supplies	4,000	(106)		3,894
100-52-55410-321-000	General Fund - Zoo	License & Fees	750	106		856
	Zoo transfer from Op Supplies to cover licenses & fees					
100-52-55130-340-000	General Fund - Civic Center	Operating Supplies	7,171	1,329		8,500
100-52-55130-260-000	General Fund - Civic Center	Repair & Maint Serv-Buildings	9,800	(1,329)		8,471
	Civic Center transfer from Bldng repair/maint to cover operating supplies					
100-52-56110-250-000	General Fund - Forestry	Repair & Maint Serv-Equipment	900	(185)		715
100-52-56110-200-000	General Fund - Forestry	Contracted Services	-	635		635
100-52-56110-392-000	General Fund - Forestry	Small Equipment Purchase	450	(450)		-
	Forestry transfer from Equip to cover contracted services					
100-52-55410-342-000	General Fund - Zoo - Parks	Animal Feed	20,000	(500)		19,500
100-52-55410-260-000	General Fund - Zoo - Parks	Repair & Maint Serv-Buildings	2,200	500		2,700
	Zoo transfer from Feed to Bldng repair & Maint					
100-53-55300-346-050	General Fund - Recreation	Uniforms - Football	100	(26)		74
100-53-55300-346-030	General Fund - Recreation	Uniforms - Basketball	100	26		126
100-53-46751-030	General Fund - Recreation	Recreation - Basketball	(1,900)	(200)	200	(2,100)
100-53-55300-346-030	General Fund - Recreation	Uniforms - Basketball	126	200		326
	Recreation transfer from Uniforms to recreation					
100-52-55130-260-000	General Fund - Civic Center	Repair & Maint Serv-Buildings	8,471	(3,500)		4,971
100-52-55130-222-000	General Fund - Civic Center	Electricity	16,250	3,500		19,750
	Civic Center transfer from Bldng Repair/maint to electricity					
100-52-55200-260-000	General Fund - Parks	Repair & Maint Serv-Buildings	3,781	(1,000)		2,781
100-52-55200-222-000	General Fund - Parks	Electricity	10,250	1,000		11,250
	Parks transfer from Bldng Repair/maint to electricity					
100-11-51640-132-000	General Fund - Municipal Building	Health Insurance	19,721	(2,100)		17,621
100-11-51510-214-000	General Fund - Municipal Building	Prof Services - Auditing	36,340	2,100		38,440
	Municipal Bldng transfer from Health Ins to Audit services					
100-53-55300-340-160	General Fund - Recreation	Operating - Visual Arts	350	260		610
100-53-46751-160	General Fund - Recreation	Recreation - Visual Arts	(2,300)	(560)	560	(2,860)
100-53-55300-200-160	General Fund - Recreation	Contract Service - Visual Arts	1,400	300		1,700
	Recreation transfer to Visual Arts					
870-52-48500-000	Park Segregated Fund	Donations and Contributions	(39,350)	(384,000)		(423,350)
870-52-55200-861-000	Park Segregated Fund	Facilities Improvements	22,000	384,000	384,000	406,000
	Parks Seg Fund record Donations for Facility improvements					
100-11-51420-320-000	General Fund - City Clerk	Dues & Subscriptions	1,105	(420)		685
100-11-51420-330-000	General Fund - City Clerk	Travel & Training	200	420		620
	Clerk trans dues & subs to travel & training					
100-11-51420-340-000	General Fund - City Clerk	Operating Supplies	560	(560)		-
100-11-51440-340-000	General Fund - Elections	Operating Supplies	2,300	(634)		1,666
100-11-51500-390-000	General Fund - Finance	Other Supplies & Expense	-	1,194		1,194
	Clerk & Election trans Op supplies to Finance other supplies					
100-52-55410-342-000	General Fund - Zoo	Animal Feed	19,500	(1,588)		17,912
100-52-55410-211-000	General Fund - Zoo	Veterinary Services	10,000	1,588		11,588
	Zoo trans Animal Feed to Vet Services					
100-52-56110-377-000	General Fund - Forestry	Trees. Seed & Sod	13,000	(79)		12,921
100-52-56110-250-000	General Fund - Forestry	Repair & Maint Serv-Equipment	715	79		794
	Forestry trans Tree, Seed & Sod to Equip Repair/Maint					
100-52-56110-377-000	General Fund - Forestry	Trees. Seed & Sod	12,921	(1,445)		11,476
100-52-56110-200-000	General Fund - Forestry	Contracted Services	635	1,445		2,080
	Forestry trans Tree, Seed & Sod to Contracted Services					
100-52-55130-340-000	General Fund - Civic Center	Operating Supplies	8,500	(36)		8,464
100-52-55200-250-000	General Fund - Parks	Repair & Maint Serv-Equipment	6,000	36		6,036
	Civic Center trans Op Supplies to Parks Equip Repair/Maint					
100-31-53230-340-000	General Fund - PW Street Department	Operating Supplies	1,500	1,407		2,907
100-31-53230-319-000	General Fund - PW Street Department	City	4,590	(1,407)		3,183

PW Streets trans Op Supplies to Safety

100-31-53240-341-000	General Fund - PW Machinery & Equipment	Tires	10,000	4,000	14,000
100-31-53240-250-000	General Fund - PW Machinery & Equipment	Repair & Maint Serv-Equipment	10,000	(4,000)	6,000
	PW Machinery & Equipment trans Repair/maint to Tires				
100-31-53270-319-000	General Fund - City Services Facility	Safety	500	3,000	3,500
100-31-53270-250-000	General Fund - City Services Facility	Repair & Maint Serv-Equipment	15,000	(3,000)	12,000
	City Services Facility trans Repair/maint to Safety				
100-31-53300-379-000	General Fund - Street Maintenance	Bitum. Matl - Patch	2,500	4,000	6,500
100-31-53300-270-000	General Fund - Street Maintenance	Special Services	25,000	(4,000)	21,000
	PW Street Maintenance trans Speical Services to Patch				
100-31-53370-350-000	General Fund - Trees and Brush	Repair & Maint Materials	1,000	1,800	2,800
100-31-53370-348-000	General Fund - Trees and Brush	Gas. Diesel. Oil. Grease	10,000	(1,800)	8,200
	PW Trees & Brush trans Gas, Diesel, Oil, Grease to Repair & maint Materials				
100-31-53620-341-000	General Fund - Garbage & Refuse	Tires	5,000	1,441	6,441
100-31-53620-340-000	General Fund - Garbage & Refuse	Operating Supplies	1,500	(750)	750
100-3153620-348-000	General Fund - Garbage & Refuse	Gas. Diesel. Oil. Grease	22,000	(691)	21,309
	PW Garbage & Refuse trans Op Supplies, Gas, Diesel, Oil, Grease to Tires				
100-31-53620-350-000	General Fund - Garbage & Refuse	Repair & Maint Materials	5,500	2,075	7,575
100-31-53620-240-000	General Fund - Garbage & Refuse	Repair & Maint Service-Vehicle	3,500	(2,075)	1,425
	PW Garbage & Refuse trans Repairs/Maint Vehicle to Materials				
100-52-53370-377-000	General Fund - Parks - ROW - Trees	Trees, Seed, Sod	12,509	(736)	11,773
100-52-56110-340-000	General Fund - Forestry - Parks	Operating Supplies	450	736	1,186
	PW Garbage & Refuse trans Repairs/Maint Vehicle to Materials				
100-52-55200-280-000	General Fund - Parks	Repair & Maint Serv-Facilities	18,750	(960)	17,790
100-52-55200-250-000	General Fund - Parks	Repair & Maint Serv-Equipment	6,036	960	6,996
	Parks trans Repairs/Maint Faciilties to Equipment				
100-52-55130-250-000	General Fund -Civic Center	Repair & Maint Serv-Equipment	2,500	(1,950)	550
100-52-55410-280-000	General Fund - Zoo	Repair & Maint Serv-Facilities	4,750	(520)	4,230
100-52-55200-348-000	General Fund - Parks	Gas. Diesel. Oil. Grease	12,800	2,470	15,270
	Civic Center & Zoo trans Repairs/Maint Faciilties/Equip to Parks Gas, Diesel, Oil & Grease				
100-31-53240-250-000	General Fund - Machinery & Equipment	Repair & Maint Serv-Equipment	6,000	(2,500)	3,500
100-31-53350-250-000	General Fund - Snow & Ice	Repair & Maint Serv-Equipment	2,000	(1,500)	500
100-31-53350-350-000	General Fund - Snow & Ice	Repair & Maint Materials	7,000	4,000	11,000
	PW Machinery & Equipment/Snow & Ice Equipment trans to Snow & Ice Materials				
100-52-55410-392-000	General Fund - Zoo	Small Equipment Purchase	650	(650)	-
100-52-55410-222-000	General Fund - Zoo	Electricity	8,300	650	8,950
	Zoo Small Equip trans to Electricity				
890-52-55200-822-000	Ochsner Park House	Building Improvements	600	(520)	80
890-52-55200-260-000	Ochsner Park House	Repair & Maint Serv-Buildings	3,280	520	3,800
	Ochsner Park House trans Bldng Improv to Bldng Repair & Maintenance				
870-52-49300-000	Park Segregated	Fund Balance Applied	(30,000)	(2,000)	(32,000)
870-52-55200-822-000	Park Segregated	Building Improvements	-	2,000	2,000
	Parks Segregated trans fund balance to Bldng Improvements				
870-52-55410-300-000	Park Segregated	Operating Expense	2,200	(432)	1,768
100-52-55410-260-000	General Fund - Zoo	Repair & Maint Serv-Buildings	2,700	432	3,132
	Parks Segregated trans Op Expense to Bldng Repair & Maintenance				
100-52-56110-377-000	General Fund - Forestry	Trees. Seed & Sod	11,476	(2,096)	9,380
100-52-55130-223-000	General Fund - Civic Center	Heat	11,000	1,602	12,602
100-52-55130-222-000	General Fund - Civic Center	Electricity	19,750	494	20,244
	Forestry trans Trees/Seed/Sod to Heat & Electricity				
100-52-55410-350-000	General Fund - Zoo	Repair & Maint Materials	900	(405)	495
100-52-55410-223-000	General Fund - Zoo	Heat	2,500	43	2,543
100-52-55410-222-000	General Fund - Zoo	Electricity	8,950	362	9,312
	Zoo Trans Repair Maintenance Materials to Heat & Electricity				
100-53-55300-330-000	General Fund - Recreation	Training and Travel	425	(49)	376
100-53-55300-340-110	General Fund - Recreation	Operating - Volleyball	500	49	549
	Recreation Travel & Taining to Volleyball				
100-52-55200-377-000	General Fund - Parks	Trees, Seed & Sod	1,200	(557)	643

100-52-55200-392-000	General Fund - Parks	Small Equipment Purchase	680	(547)	133
100-52-56110-340-000	General Fund - Forestry	Operating Supplies	1,186	(378)	808
100-52-55200-222-000	General Fund - Parks	Electricity	11,250	1,482	12,732
	Parks & Forestry trans Trees/Seed/Sod, Small Equip & Op Supplie to Parks Electricity				
100-53-55300-340-090	General Fund - Recreation	Operating - Softball	132	(132)	-
100-53-55300-340-075	General Fund - Recreation	Operating - Mini Camp	500	132	632
	Recreation trans Softball to Mini Camp				
100-31-53270-250-000	General Fund - City Services Facility	Repair & Maint Serv-Equipment	12,000	(8,538)	3,462
100-31-53270-822-000	General Fund - City Services Facility	Building Improvements	-	8,538	8,538
	City Services Facility trans Equip repair/maint to Bldng Improvements				
100-52-55200-310-000	General Fund - Parks	Office Supplies	400	(373)	27
100-52-55200-260-000	General Fund - Parks	Repair & Maint Serv-Buildings	2,781	373	3,154
	Parks trans Office Supplies to Bldng Repair/Maint				
100-52-55410-340-000	General Fund - Zoo	Operating Supplies	3,894	(23)	3,871
100-52-55410-211-000	General Fund - Zoo	Veterinary Services	11,588	23	11,611
	Zoo trans Op Supplies to Vet Services				
390-69-49300-000	BID - BID	Fund Balance Applied	(12,222)	(15,402)	(27,624)
390-69-56700-300-971	BID - Community Development	Appearances/Banners	31,222	15,402	46,624
	BID trans Fund Balance to Appearances/Banners				
390-69-49300-000	BID - BID	Fund Balance Applied	(27,624)	(750)	(28,374)
390-69-56700-300-970	BID - Community Development	Parking Lot Development	1,500	750	2,250
	BID trans Fund Balance to Parking Lot Development				
100-52-55410-122-000	General Fund - Zoo	Overtime	636	(500)	136
100-52-55410-330-000	General Fund - Zoo	Travel & Training	250	(229)	21
100-52-55410-211-000	General Fund - Zoo	Veterinary Services	11,611	729	12,340
	Zoo trans OT & Travel/Training to Vet Services				
100-11-51420-110-000	General Fund - City Clerk	Salaries	38,299	8,000	46,299
100-11-51500-120-000	General Fund - Finance	Wages	124,515	(8,000)	116,515
	Finance trans Wages to Clerk Salaries				
100-13-51300-120-000	General Fund - City Attorney	Wages	2,100	(2,000)	100
100-11-51520-120-000	General Fund - City Treasurer	Wages	73,730	900	74,630
100-11-51420-120-000	General Fund - City Clerk	Wages	30,441	1,100	31,541
	Attorney trans Wages to Clerk & Treasurer Salaries				
100-30-53430-120-000	General Fund - Sidewalk Repair	Wages	4,953	16,000	20,953
100-30-53430-130-000	General Fund - Sidewalk Repair	Social Security	373	1,100	1,473
100-30-53430-131-000	General Fund - Sidewalk Repair	Retirement	337	1,100	1,437
100-30-53430-132-000	General Fund - Sidewalk Repair	Health Insurance	719	2,300	3,019
100-30-57330-120-000	General Fund - New Streets - Aidable	Wages	16,510	(16,000)	510
100-30-57330-130-000	General Fund - New Streets - Aidable	Social Security	1,272	(1,100)	172
100-30-57330-131-000	General Fund - New Streets - Aidable	Retirement	1,149	(1,100)	49
100-30-57330-132-000	General Fund - New Streets - Aidable	Health Insurance	2,397	(2,300)	97
	Engineering Sidewalk repair wages trans to New Street Wages				
100-31-53240-120-000	General Fund - Machinery & Equipment	Wages	81,715	22,000	103,715
100-31-53240-130-000	General Fund - Machinery & Equipment	Social Security	6,120	1,500	7,620
100-31-53240-131-000	General Fund - Machinery & Equipment	Retirement	5,635	1,500	7,135
100-31-53240-132-000	General Fund - Machinery & Equipment	Health Insurance	22,021	4,100	26,121
100-31-53310-120-000	General Fund - Alleys	Wages	14,098	5,000	19,098
100-31-53310-130-000	General Fund - Alleys	Social Security	1,038	300	1,338
100-31-53310-131-000	General Fund - Alleys	Retirement	974	300	1,274
100-31-53310-132-000	General Fund - Alleys	Health Insurance	4,317	1,800	6,117
100-31-53300-120-000	General Fund - Street Maintenance	Wages	146,324	(27,000)	119,324
100-31-53300-130-000	General Fund - Street Maintenance	Social Security	10,938	(1,800)	9,138
100-31-53300-131-000	General Fund - Street Maintenance	Retirement	10,240	(1,800)	8,440
100-31-53300-132-000	General Fund - Street Maintenance	Health Insurance	36,259	(5,900)	30,359
100-31-53370-120-000	General Fund - Trees and Brush	Wages	37,018	20,000	57,018
100-31-53370-130-000	General Fund - Trees and Brush	Social Security	2,840	1,500	4,340
100-31-53370-131-000	General Fund - Trees and Brush	Retirement	2,567	1,400	3,967
100-31-53370-132-000	General Fund - Trees and Brush	Health Insurance	5,594	6,200	11,794
100-31-53650-120-000	General Fund - Compost	Wages	32,041	(20,000)	12,041
100-31-53650-130-000	General Fund - Compost	Social Security	2,385	(1,500)	885
100-31-53650-131-000	General Fund - Compost	Retirement	2,194	(1,400)	794
100-31-53650-132-000	General Fund - Compost	Health Insurance	9,812	(6,200)	3,612
100-31-53350-120-000	General Fund - Snow & Ice	Wages	57,357	(16,100)	41,257
100-31-53350-130-000	General Fund - Snow & Ice	Social Security	5,355	(600)	4,755
100-31-53350-131-000	General Fund - Snow & Ice	Retirement	4,962	(1,000)	3,962

100-31-53350-132-000	General Fund - Snow & Ice	Health Insurance	17,479	(6,000)		11,479
100-52-53370-120-000	General Fund - ROW - Trees	Wages	59,228	10,200		69,428
100-52-53370-130-000	General Fund - ROW - Trees	Social Security	4,377	600		4,977
100-52-53370-131-000	General Fund - ROW - Trees	Retirement	4,086	600		4,686
100-52-53370-132-000	General Fund - ROW - Trees	Health Insurance	16,316	3,800		20,116
100-52-55200-120-000	General Fund - Parks	Wages	226,644	5,900		232,544
100-52-55200-131-000	General Fund - Parks	Retirement	20,727	400		21,127
100-52-55200-132-000	General Fund - Parks	Health Insurance	63,579	2,200		65,779
100-31-53300-132-000	General Fund - Street Maintenance	Health Insurance	36,259	(7,000)		29,259
100-31-53230-132-000	General Fund - PW Operations	Health Insurance	58,248	7,000		65,248
	PW wages reallocation between departments					
100-22-52400-120-000	General Fund - Building Inspection	Wages	68,303	(38,100)	-	30,203
100-22-52400-272-000	General Fund - Building Inspection	Inspection Services	1,000	38,100	-	39,100
	Bldng Inspect Wages trans to Inspection Services					
100-10-49300-000	General Fund - General Government	Fund Balance Applied	(704,554)	(28,097)		(732,651)
100-14-51400-110-000	General Fund - City Administrator	Salaries	140,248	26,172	26,172	166,420
100-14-51400-130-000	General Fund - City Administrator	Social Security	13,489	1,925	1,925	15,414
	General Fund Bal trans to Administrator Salaries					
100-30-53100-110-000	General Fund - Mapping Engineering	Salaries	52,413	(4,700)		47,713
100-31-53240-120-000	General Fund - Machinery & Equipment - Street Department	Wages	81,715	4,700		86,415
	Engineering mapping trans to PW Machinery & Equipment					
100-20-48540-420	General Fund - Police	Canine Unit Contributions	(3,800)	(944)		(4,744)
100-20-52140-315-420	General Fund - Canine Unit	Crime Prev-Canine-Desig		944	944	944
	Police Canine contributions applied					
			Net impact on all city-wide funds' budgets	662,029.00	429,953.00	
			Net impact on City's Fund Family only	429,953.00		
			Budgetary Transfers	232,076.00		
Published by the authority of the City of Baraboo						
Julie Ostrander, Finance Director						

RESOLUTION NO. 2024 -

Dated: March 12, 2024

The City of Baraboo, Wisconsin*Background:*

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

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

THAT, Steve Beckett be appointed to fill the unexpired term of Jennifer Culotta on the Baraboo Economic Development Commission (BEDC) until February 28, 2025, and

THAT Kristen Reynoso be appointed to the Baraboo Economic Development Commission (BEDC) until February 28, 2027, and

THAT, Karen Kothbauer be reappointed to the Baraboo Economic Development Commission (BEDC) until February 28, 2027.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

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) ☒ **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: _____

CITY OF BARABOO, WISCONSIN
REPORT ON LEASE
MARCH 12, 2024

TERMS:

- a. Lease the renovated and expanded library located at 230 4th Avenue, Baraboo, Wisconsin 53913 from the Community Development Authority of the City of Baraboo, Wisconsin (the "CDA")
- b. Approximately 40 year lease beginning the date the CDA's bonds are issued (March 28, 2024) and ending the date the bonds are paid in full (March 1, 2064).
- c. The City will owe the CDA rent in an amount equal to the principal and interest payments on the CDA's \$5,100,000 Bonds issued to USDA-Rural Development:
 - i. Semi-annual interest payments payable March 1 and September 1 of each year and annual principal payments payable March 1 of each year (total of approximately \$190,587 annually).
 - ii. First payment is due September 1, 2024 and final payment will be due March 1, 2064.
 - iii. Interest accrues at a rate of 2.125% on the Bonds.
- d. The City must also make semi-annual deposits into a debt service reserve account in the approximate amount of \$9,530 beginning September 1, 2024 until the balance in the debt service reserve account is equal to \$190,587.

COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN

Resolution No. 2024-

RESOLUTION APPROVING THE LEASE
WITH THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO
AND APPROVING THE ISSUANCE OF \$5,100,000 COMMUNITY DEVELOPMENT
MORTGAGE LEASE REVENUE REFUNDING BONDS AND RELATED DOCUMENTS
AND TRANSACTIONS

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

WHEREAS, the Authority and the Common Council of the City of Baraboo, Wisconsin (the "City") have determined that the property located in the City and more particularly described in Exhibit A attached hereto (the "Project Property") is blighted within the meaning of Section 66.1333 of the Wisconsin Statutes;

WHEREAS, the Authority has undertaken a program of blight elimination and community development with respect to the Project Property, consisting of acquiring the Project Property and renovating the existing library and constructing an addition to the existing library (collectively, the "Project") and proposes to lease the Project Property and the improvements and fixtures thereon (the "Leased Property") to the City pursuant to a Lease Agreement in substantially the form set forth on Exhibit B hereto (the "Lease");

WHEREAS, the costs of the Project have heretofore been financed through the issuance of the Authority's Interim Community Development Revenue Bonds, dated April 28, 2022 (the "2022 Bonds");

WHEREAS, the Authority has authorized the borrowing of \$5,100,000 Community Development Mortgage Lease Revenue Refunding Bonds (the "Bonds") the proceeds of which will be used to refund the 2022 Bonds (the "Refunding") to finance the Project on a long-term basis;

WHEREAS, the Authority has submitted a report on the Lease to this Common Council, has duly noticed and conducted a public hearing on the Lease, and has approved the Lease pursuant to a resolution adopted on March 5, 2024;

WHEREAS, the Authority has also requested that the City enter into a Contribution and Cooperation Agreement (the "Contribution and Cooperation Agreement") in connection with the issuance of the Bonds;

WHEREAS, Section 66.1333(13) Wisconsin Statutes, authorizes the City to lend or contribute funds to assist a redevelopment project; and

WHEREAS, the development of the Project will promote blight elimination, community development and job creation in the City.

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

Section 1. Approval of the Lease. The Lease, in substantially the form attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the Lease for and on behalf of the City. The Common Council finds that the rental payments due under the Lease are at the fair market value for the Common Council and the improvements thereon to be leased pursuant to the Lease. The Mayor and City Clerk are authorized to approve and make such insertions or corrections in the Lease as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such insertions or corrections.

Section 2. Statement of Intent to Appropriate. The City hereby declares that it fully expects and anticipates that it will appropriate funds from available revenues of the City sufficient to meet its obligation to pay Rent and Additional Rent (as defined in Section 3.2 of the Lease) under the Lease and the Contribution and Cooperation Agreement in an amount sufficient to pay when due all principal of and interest on the Bonds and make the required payments into the Reserve Account described in the Authority Resolution, provided however, that all such payments shall be subject to annual appropriation by the Common Council.

Section 3. Approval of the Contribution and Cooperation Agreement. The Contribution and Cooperation Agreement in substantially the form attached hereto as Exhibit C and incorporated herein by this reference is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the Contribution and Cooperation Agreement for and on behalf of the City. The Mayor and City Clerk are authorized to approve and make such insertions or corrections in the Contribution and Cooperation Agreement as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such insertions or corrections.

Section 4. Approval of the Bonds. The terms of the Bonds authorized by the Authority at its meeting duly noticed, held and conducted on March 5, 2024 are ratified and approved.

Section 5. Termination. The City will not terminate or dissolve the Authority unless and until all of the Bonds have been paid or have been discharged within the meaning of Section 11 of the Authority Resolution. In the event the Authority is dissolved, the City agrees to be the successor agency as provided for in Section 6.6 of the Lease.

Section 6. Debt Limit Capacity. The City will maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness plus \$190,587 (which is the maximum annual debt service on the Bonds) shall at no time exceed the City's constitutional debt limit.

Section 7. Execution and Delivery of Documents. The Mayor and City Clerk are hereby authorized for and in the name of the City to execute and deliver the Lease, the Contribution and Cooperation Agreement and any and all additional documents as may be necessary or desirable to effectuate the sale of the Bonds and the completion of the transactions contemplated hereby.

Adopted, approved and recorded this 12th day of March, 2024.

Rob Nelson
Mayor

ATTEST:

(SEAL)

Brenda Zeman
City Clerk

EXHIBIT A

PROJECT PROPERTY

Parts of Lot Four (4) and Five (5), all of Lots Six (6), Seven (7), Eight (8), Nine (9), and the West 30 feet of Lot Ten (10), all in Block Twenty-one (21) of Original Plat of the City of Baraboo (formally Adams), in the City of Baraboo, Sauk County, Wisconsin, now described as: Lots One (1) and Two (2) Certified Survey Map No. 7000, recorded in Volume 43, pages 7000-7000A, recorded on March 2, 2021, in the Sauk County Register of Deeds Office as Document No. 1214608, in the City of Baraboo, Sauk County, Wisconsin.

EXHIBIT B
LEASE AGREEMENT

(SEE ATTACHED)

LEASE AGREEMENT

between the

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF
BARABOO, WISCONSIN**

and the

CITY OF BARABOO, WISCONSIN

THIS LEASE AGREEMENT is made and entered into as of March 28, 2024, by and between the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO, WISCONSIN**, a Wisconsin municipal corporation (“the “Authority”), and the **CITY OF BARABOO, WISCONSIN**, a Wisconsin municipal corporation (the “Municipality”). The Authority and the Municipality may be singularly referred to herein as a party or jointly as the parties.

WITNESSETH:

WHEREAS, the Authority has acquired and is currently in possession of the real estate described in Exhibit A hereto (the “Project Property”); and

WHEREAS, the Authority has carried out a program of community redevelopment on the Project Property, consisting of acquiring the Project Property, renovating the existing library, constructing an addition to the existing library and financing its actions through the issuance of its \$5,100,000 Community Development Mortgage Lease Revenue Refunding Bonds (the “Bonds”); and

WHEREAS, pursuant to the provisions of Sections. 66.1335 and 66.1333(9) of the Wisconsin Statutes, the Authority has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the Municipality desires to lease the Project Property and all improvements and fixtures thereon (collectively, the “Leased Property”) from the Authority and pay rent to the Authority in the amount described herein for the purpose of paying debt service on the Bonds and funding the Reserve Account; and

WHEREAS, the execution, delivery and performance of this Lease Agreement have been duly authorized by the Municipality and the Authority and all conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Lease Agreement, exist, have happened and have been performed.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein on the part of the Municipality, its successors and assigns, to be paid, kept and performed, the Authority agrees to lease to the Municipality, and the Municipality agrees to lease from the Authority, the Leased Property, subject to the terms and conditions provided herein:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

“Additional Rent” means the additional Rent payable by the Municipality pursuant to Section 3.2(b) hereof.

“Annual Debt Service Requirement” means the amount of principal and interest payable on the Bonds in each year.

“Authority” means the Community Development Authority of the City of Baraboo, Wisconsin, a Wisconsin municipal corporation.

“Bonds” means the Community Development Mortgage Lease Revenue Refunding Bonds, dated March 28, 2024, issued by the Authority in the principal amount of \$5,100,000 to provide permanent financing for its community redevelopment program with respect to the Project Property.

“Commencement Date” means the date of commencement of the Leasehold Term as provided in Section 3.1 hereof.

“Debt Service Fund” means the Debt Service Fund for the Bonds established by the Resolution.

“Fiscal Agent” means the Executive Director/Secretary of the Authority.

“Government” means the United States of America, acting through Rural Housing Service, United States Department of Agriculture, the Purchaser of the Bonds.

“Leased Property” means the Project Property and all improvements and fixtures thereon.

“Leasehold Term” means the term of this Agreement as provided in Section 3.1 hereof.

“Mortgage” means the Mortgage on the Leased Property the Authority granted to the Government to secure the Bonds.

“Municipality” means the City of Baraboo, Wisconsin, a municipal corporation and political subdivision.

“Municipality Representative” means the Mayor, the City Clerk or such other officer of the Municipality appointed by the City Council to act on behalf of the Municipality under this Agreement.

“Owner” or “Owners” means the registered owner of the Bonds.

“Project Property” means the real estate described in Exhibit A hereto.

“Rent” means the rent to be paid by the Municipality pursuant to Section 3.2(a) hereof.

“Reserve Account” means the Reserve Account established for the Bonds pursuant to the Resolution.

“Reserve Requirement” means the Reserve Requirement as defined in the Resolution.

“Resolution” means the resolution authorizing the issuance of the Bonds and this Lease adopted by the Authority on March 5, 2024.

Section 1.2 Use of Phrases. The following provisions shall be applied whenever appropriate herein:

“Herein”, “Hereby”, “hereunder”, “hereof” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

[RESERVED]

ARTICLE III

TERM AND RENT

Section 3.1 Term. The term of the Lease pursuant to this Agreement shall commence as of the date of the Bonds. This Agreement shall expire on the final maturity date of the Bonds, unless the parties shall sooner terminate this Agreement by mutual agreement; provided, however, that the end of said term shall not be advanced nor shall this Agreement expire or be terminated so long as the Bonds shall be outstanding; provided, further, that when the Authority shall have fully paid (or provided for the payment of) all of the principal and interest on the Bonds, this Agreement shall automatically terminate.

Section 3.2 (a) Rent. During the Leasehold Term the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), rent payments (“Rent”), semi-annually two business days prior to March 1 and two business days prior to September 1 of each year commencing two business days prior to September 1, 2024. The rent payable two days prior to March 1 shall be an amount equal to the sum of the following:

- (1) The amount of principal payable on the Bonds on the next March 1; and

(2) The amount of interest payable on the Bonds on the next March 1.

The rent payable two days prior to September 1 shall be an amount equal to the amount of interest payable on the Bonds on the next September 1.

The amount of any Rent payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality and other monies on deposit in the Debt Service Fund for the Bonds (excluding monies on deposit in the Reserve Account which shall only be applied to reduce the amount of the Rent payable in connection with the final principal payment date on the Bonds).

The Municipality hereby covenants and agrees to pay Rent in full on the dates due even if the Leased Property is not complete.

(b) Additional Rent. Two business days prior to each March 1 and September 1 during the Leasehold Term beginning two business days prior to September 1, 2024, the Municipality agrees to pay to the Authority, without deduction or offset additional Rent payments (“Additional Rent”) of \$9,530 until an amount equal to the Reserve Requirement is accumulated in the Reserve Account. No Additional Rent payments are due when an amount equal to the Reserve Requirement is on deposit in the Reserve Account. Such Additional Rent shall continue to be due at any time the balance in the Reserve Account is not equal to the Reserve Requirement, including after funds are drawn from the Reserve Account.

The obligation of the Municipality to pay Rent and Additional Rent is conditioned upon annual appropriation of such payments by the Municipality. The parties acknowledge that the Leased Property is being leased at its fair market value.

(c) For as long as any of the Bonds remain outstanding, the Municipality will maintain a debt limit capacity such that the combined outstanding principal amount of (i) the Municipality’s general obligation bonds or notes or certificates of indebtedness and (ii) the maximum annual debt service on the Bonds (\$190,587), shall at no time exceed the Municipality’s constitutional debt limit.

Section 3.3 Debt Service on Bonds. The Authority covenants and agrees that the Rent payable hereunder shall be used only to pay the principal of and interest on the Bonds, as provided in the Resolution and that no Rent shall be used to pay operating expenses of the Authority.

The Authority covenants and agrees that the Additional Rent payable hereunder shall be used only to fund or replenish the Reserve Account.

Section 3.4 Payment of Costs and Expenses. If the Municipality defaults under any provisions of this Agreement and the Authority employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the Municipality herein contained, the Municipality agrees that it will on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

Section 3.5 Not Debt. Notwithstanding any provision to the contrary herein, by implication or otherwise, the obligations of the Municipality created by or arising out of this Agreement shall not be general debt obligations of the Municipality and do not constitute or give rise to charges against its general credit or taxing powers.

Section 3.6 Repairs and Maintenance. The Municipality covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.

Section 3.7 Utilities. The Municipality agrees to pay or cause to be paid all charges for gas, electricity, light, heat and power, telephone or other communication service, and any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the Authority and save it harmless against any liability or damages on such account. The Municipality shall also procure any and all necessary permits, licenses, easements, or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

Section 3.8 Prepayment. The Authority authorizes the Municipality, in its stead, to call the Bonds for redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Resolution, provided that the Municipality shall prepay its Rent hereunder so that the Rent suffices to pay the principal of, premium, if any, and interest on the Bonds due at the time of redemption. The Municipality agrees that it shall not make any prepayments of Rent due under this Lease without calling for redemption the applicable Bonds, without the consent of the Authority.

ARTICLE IV

COVENANTS OF MUNICIPALITY

Section 4.1 Restriction on Use. The Municipality covenants that the Leased Property shall be used for public purposes. The Authority covenants and agrees that the Leased Property shall be and remain open to and available for public use to the same extent and in the same manner as if the Leased Property were owned by the Municipality. The Municipality and the Authority agree that, during the term hereof, no portion of the Leased Property shall be sold to, leased to or otherwise used by a private party for an amount which would cause the Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

Section 4.2 Public Liability Insurance. The Municipality, at its expense, shall maintain or cause to be maintained during the Leasehold Term general public liability insurance in the amounts and with coverage as required by the Government or such other additional limits as may be mutually agreed upon. The Authority shall be a named insured.

Section 4.3 Hazard Insurance. The Municipality, at its expense, shall cause any structures that are part of the Leased Property to be continually insured during the Leasehold Term as required by the Government.

Section 4.4 Compliance with Laws and Regulations. The Municipality agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the Municipality and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The Municipality will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.

Section 4.5 Alterations and Additions to Leased Property. The Municipality shall have the right at any time and from time to time during the Leasehold Term, without liability to the Authority, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the Municipality shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the Rent value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Municipality may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.

Section 4.6 Covenants Against Waste. The Municipality covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

Section 4.7 Municipal Budget; Consequences of Non-Appropriation; Non-Substitution. The Municipality hereby covenants that its staff will include the Rent and Additional Rent to become due hereunder in its annual budget submitted to the Common Council of the Municipality for approval during each year of the Leasehold Term, and further covenants that its staff will request the necessary appropriation from the Common Council and will exhaust all available administrative reviews and appeals in the event that portion of the budget is not approved. The Municipality reasonably believes, expects and intends that funds will be budgeted and appropriated sufficient to make all payments of Rent and Additional Rent during the term of this Lease Agreement.

If the Common Council of the Municipality in any year does not budget and appropriate the Rent and Additional Rent to become due during the next succeeding year, the Municipality will provide written notice to that effect to the Authority and to the Government, no later than 15 days after adoption and approval of that annual budget. This Lease Agreement shall terminate 30

days after notice of any non-appropriation has been given by the Municipality to the Authority (the "Termination Date") unless, prior to such date, the Municipality adopts an amendment to its budget appropriating the Rent and Additional Rent becoming due or otherwise provides for the payment of such Rent and Additional Rent.

The Municipality shall, upon such termination, and no later than the Termination Date, peacefully quit, surrender and deliver up to the Authority, its successors or assigns, the Leased Property in good condition, ordinary wear and tear excepted. Upon such termination, in the event any of the Leased Property has become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, the Municipality shall repair or replace such Leased Property at the Municipality's sole cost prior to surrender of the Leased Property to the Authority, with said repair or replacement subject to the Authority's reasonable approval.

The Municipality will also, whether or not the Rent and Additional Rent due under this Agreement are budgeted and appropriated, furnish the Authority and the Government with a copy of its annual budget within 15 days of its adoption. All obligations of the Municipality arising under this Lease Agreement during the Municipality's occupancy of the Leased Property shall survive this Lease Agreement.

Section 4.8 Tax Covenant. The Municipality and the Authority covenant for the benefit of the Owners of the Bonds that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Municipality and the Authority or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its excludability from gross income for federal income tax purposes under Section 103 of the Code and applicable Regulations, or (ii) would cause interest on the Bonds to lose its excludability from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject the Municipality or the Authority to any penalties under Section 148 of the Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Bonds, until the date on which all obligations of the Municipality and the Authority in fulfilling the above covenant under the Code have been met.

Section 4.9 Audit. The Municipality will include the Authority's financial statements in its annual audit and will pay all costs associated with doing so.

ARTICLE V

ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 5.1 Assignment and Subleasing by the Municipality. This Lease may not be assigned by the Municipality for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Municipality without the necessity of obtaining the consent of the Authority, subject, however, to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State; or to another entity or entities if, in the opinion of nationally recognized municipal bond counsel, such sublease will not cause the Municipality to violate its tax covenant in Section 4.8 hereof; provided that in no event shall any sublease be made to an organization or organizations involved in commercial or otherwise ineligible activities, if such sublease, individually or collectively with other such subleases, would cover 25% or more of available floor space in the Leased Property;

(b) This Lease, and the obligations of the Municipality hereunder, shall at all times during the Leasehold Term remain obligations of the Municipality, and the Municipality shall maintain its direct relationships with the Authority notwithstanding any sublease;

(c) The Municipality shall furnish or cause to be furnished to the Authority a copy of any sublease agreement;

(d) All Rent and Additional Rent payments by the sublessee under the sublease shall be paid directly to the Authority to be applied as Rent and Additional Rent, but such sublease shall not relieve the Municipality from its liability to pay the Authority such Rent and Additional Rent as set forth herein, if the sublessee fails to make any such Rent and Additional Rent payment(s);

(e) The Mortgage permits such sublease; and

(f) The Government consents to such sublease.

Except pursuant to the Mortgage or as permitted in this Section 5.1, so long as the Bonds are outstanding, neither the Authority nor the Municipality shall mortgage, assign or pledge its interests in the Leased Property or any Rent or Additional Rent payable with respect thereto.

Section 5.2 Priority of Lease. No sublessee or assignee of the Leased Property shall mortgage, assign or pledge its interest in the Leased Property or any Rent payable with respect thereto unless such mortgage, assignment or pledge is subordinate to this Agreement. Any sublease of the Leased Property by a sublessee shall comply with all requirements of Section 5.1 above for a sublease of the Leased Property by the Municipality.

Section 5.3 Mortgage. The Municipality acknowledges that the Authority has entered into the Mortgage as a long-term mortgage on the Leased Property for as long as any of the Bonds remain outstanding and covenants that it will not take any action that would cause the Authority to breach the terms of the Mortgage or the Lease, provided, however, that notwithstanding the foregoing or any provisions of the Mortgage, payment of all Rent and Additional Rent hereunder is and remains expressly conditioned upon annual appropriation by the Common Council and failure of the Common Council to appropriate any Rent or Additional Rent shall not constitute a breach of this Section 5.3.

ARTICLE VI

CONDITIONS OF LEASE

Section 6.1 Merger of Interest. It is mutually agreed by the parties hereto that so long as the Bonds are outstanding, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the Municipality in the Leased Property.

Section 6.2 Right to Inspect. The Municipality covenants and agrees during the Leasehold Term to permit the Authority and the authorized agents and representatives of the Authority or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.3 Character of Lease. It is mutually agreed that the Lease granted under this Agreement is an absolutely “net” lease and notwithstanding any language herein to the contrary, it is intended and the Municipality expressly covenants and agrees that all Rent and other payments herein required to be made by the Municipality to the Authority shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Property or any part thereof, all such obligations being the responsibility of the Municipality.

Section 6.4 Condition of Premises. The Municipality, prior to the occupancy thereof, and at all times thereafter, shall fully familiarize itself with the physical condition of the Leased Property. The Authority makes no representations whatever in connection with the condition of the Leased Property, and the Authority shall not be liable for any latent or patent defects therein. The Leased Property is leased to the Municipality “As Is” in all respects.

Section 6.5 Consent to Suit. The Municipality hereby consents and agrees to the institution of any and all actions, including mandamus, against the Municipality or any of its officers which may arise out of this Agreement and, to the extent permitted by law, the Municipality waives resort prior to the bringing of any such action by the Authority, as lessor hereunder, or its assignees to any administrative claim procedure provided in the Wisconsin Statutes.

Section 6.6 Transfer of Title to the Municipality - Conditions. Upon full and final payment of all Bonds (or if all Bonds shall, prior to maturity or redemption date thereof, have been discharged within the meaning of the Resolution) and of all amounts due under this Lease Agreement,

(a) this Lease Agreement shall terminate and neither the Municipality nor the Authority nor any Owner of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested; and

(b) title to the Leased Property shall, without any further payment, be transferred to the Municipality, and the Authority shall execute any document of conveyance reasonably requested by the Municipality to evidence such transfer.

The Municipality and the Authority agree that they will not voluntarily dissolve the Authority unless and until all Bonds have been paid. In the event of involuntarily dissolution of the Authority, the Municipality will become the successor agency, and title to the Leased Property shall, without any further payment, be transferred to the Municipality, and the Authority shall execute any document of conveyance reasonably requested by the Municipality to evidence such transfer.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Amendments. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties and by the Government hereto.

Section 7.2 Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.3 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 7.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 7.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.6 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Municipality:

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

If to the Authority or Fiscal Agent:

Executive Director
Community Development Authority of the City of Baraboo
101 South Boulevard
Baraboo, WI 53913

If to the Government:

Rural Housing Service, United States Department of Agriculture
Attention: Julie Giese
5417 Clem's Way
Stevens Point, WI 54482

Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

Section 7.7 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 7.8 No Waivers. Failure of the Authority or the Municipality to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Authority shall not be deemed to be a waiver of any preceding breach by the Municipality of any term, covenant or condition of this Agreement, other than the failure of the Municipality to pay the particular Rent so accepted, regardless of the Authority's knowledge of such preceding breach at the time of acceptance of such rent.

Section 7.9 Recording. Either party hereto may record this Lease Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Register of Deeds for Sauk County, Wisconsin.

Section 7.10 No Personal Liability. Under no circumstances shall any officer, elected official or employee of the Municipality or the Authority have any personal liability arising out of this Lease Agreement, nor shall any party seek or claim any such personal liability.

Section 7.11 Beneficiaries of Agreement. This Agreement has been entered into by the Municipality and the Authority for the benefit of the Municipality, the Authority and the Owners of the Bonds, and is not revocable by the Municipality or the Authority prior to the payment in full of the Bonds. This Agreement shall be binding upon and inure to the benefit of the Municipality and the Authority and shall constitute a third party beneficiary contract for the benefit of the Owners of the Bonds. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give any person other than the Municipality, the Authority and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of the Municipality, the Authority and the Owners of the Bonds.

[Signature Page Follows]

IN WITNESS WHEREOF, the City of Baraboo, Wisconsin, has caused this Lease Agreement to be executed by its Mayor and City Clerk and its seal affixed, and the Community Development Authority of the City of Baraboo, Wisconsin, has caused this Lease Agreement to be executed by its Executive Director/Secretary and its Chairperson all as of the day and year first hereinabove set forth.

CITY OF BARABOO, WISCONSIN

By: _____
Rob Nelson, Mayor

By: _____
Brenda M. Zeman, City Clerk

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
BARABOO, WISCONSIN**

By: _____
Carolyn Wastlund, Chairperson

By: _____
Patrick A. Cannon, Executive Director/Secretary

EXHIBIT A
DESCRIPTION OF THE PROJECT PROPERTY

Parts of Lot Four (4) and Five (5), all of Lots Six (6), Seven (7), Eight (8), Nine (9), and the West 30 feet of Lot Ten (10), all in Block Twenty-one (21) of Original Plat of the City of Baraboo (formally Adams), in the City of Baraboo, Sauk County, Wisconsin, now described as: Lots One (1) and Two (2) Certified Survey Map No. 7000, recorded in Volume 43, pages 7000-7000A, recorded on March 2, 2021, in the Sauk County Register of Deeds Office as Document No. 1214608, in the City of Baraboo, Sauk County, Wisconsin.

EXHIBIT C
CONTRIBUTION AND COOPERATION AGREEMENT

(SEE ATTACHED)

CONTRIBUTION AND COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 28th day of March, 2024, by and between the Community Development Authority of the City of Baraboo, Wisconsin (the "Authority") and the City of Baraboo, Wisconsin (the "City")

WITNESSETH:

WHEREAS, the Authority was created by the Common Council of the City pursuant to the provisions of Section 66.1335, Wisconsin Statutes (the "Act"); and

WHEREAS, under the provisions of the Act, community development authorities have the power to purchase real property necessary or incidental to a redevelopment project; to hold, improve or lease the same in accordance with a redevelopment plan; and to issue bonds and other forms of indebtedness; and

WHEREAS, the Authority has undertaken and financed a program of blight elimination and community development on certain property that has been declared blighted located in the City, consisting of acquiring real property, renovating the existing library and constructing an addition to the existing library (collectively, the "Project"); and

WHEREAS, the Authority has issued its \$5,100,000 Community Development Mortgage Lease Revenue Refunding Bonds, dated March 28, 2024 (the "Bonds") to provide funds to refinance the Project on a long-term basis; and

WHEREAS, the Authority will pay debt service on the Bonds with rent payments paid by the City to the Authority pursuant to a lease dated this same date between the Authority and the City (the "Lease"); and

WHEREAS, the Authority has requested that the City assist in providing additional security for the Bonds; and

WHEREAS, the Project and the issuance of the Bonds will assist the Authority in carrying out the purposes for which it was created;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the City and the Authority hereinafter set forth, the City and the Authority do hereby agree and covenant as follows:

ARTICLE I

COVENANTS OF THE AUTHORITY

Section 1.1. The Authority will accomplish the financing of the Project on a long-term basis through the issuance of the Bonds.

Section 1.2. The Authority will provide access to all of its books and records relating to the Bonds to the City's financial officials, or their designees, during the normal business hours of the Authority. Upon request, said officials or designees shall be permitted to make copies of said books and records, or any portions thereof.

ARTICLE II

COVENANTS OF THE CITY

Section 2.1. Pursuant to Section 3.2(b) of the Lease, the City agreed to make semi-annual payments of \$9,530 two business days prior to March 1 and September 1 of each year beginning September 1, 2024 to the Authority until the Reserve Account is funded in an amount equal to the reserve requirement (\$190,587) as defined in the resolution adopted by the Authority authorizing the issuance of the Bonds (the "Reserve Requirement"). If, at any time after the balance in the Reserve Account is equal to the Reserve Requirement, no payment is due by the City. Any time the balance in the Reserve Account falls below the Reserve Requirement, the City covenants that it will either pay an amount sufficient to make the balance in the Reserve Account equal to the Reserve Requirement of the Authority or resume its semi-annual payments of \$9,530 to the Authority two business days prior to March 1 and September 1 until an amount equal to the Reserve Requirement is on deposit in the Reserve Account. The City is not required to make any payment if the City has made the Additional Rent payment due under the Lease. The payments to be made under this Section 2.1 are payable solely out of any funds available and appropriated by the Common Council for that purpose.

Section 2.2. On or before November 1 of each year the Authority will file with the City Clerk and the United States of America, acting through Rural Housing Service, United States Department of Agriculture (the "Government"), the original purchaser of the Bonds, the amount of the City's obligation under Section 2.1 of this Agreement during the next succeeding fiscal year, and the staff of the City will include such amount in the City budget as submitted to the Common Council for the next succeeding fiscal year. If the Common Council in any year does not budget and appropriate the amount of the City's obligation as estimated by the Authority, the City will provide written notice to that effect to the Authority and to the Government no later than 15 days after adoption and approval of the annual budget for that year.

Any payment by the City pursuant to Section 2.1 shall be a donation in assistance of the Authority, and the Authority shall not be liable for any repayment thereof.

ARTICLE III

OTHER PROVISIONS

Section 3.1. This Agreement is made for the benefit of the City, the Authority and the owner or owners of the Bonds, and any payments receivable hereunder by the Authority from the City may be pledged and assigned by the Authority as security for the payment of the principal of and interest on the Bonds. This Agreement shall constitute a third party beneficiary contract for the benefit of the beneficial owner or owners of the Bonds.

Section 3.2. This Agreement shall not be abrogated, amended, modified or supplemented at any time when any Bonds are outstanding and unpaid, without the consent of the owners of all of the Bonds which are outstanding and have not been discharged.

Section 3.3. This Agreement shall not have any effect whatsoever, and shall be absolutely void, unless and until the Bonds have been issued, sold and delivered.

Section 3.4. In case any section, subsection or clause of this Agreement shall be held invalid, the invalidity thereof shall not affect any other portion of this Agreement and all other portions of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the City and the Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

CITY OF BARABOO, WISCONSIN

(SEAL)

By: _____
Rob Nelson
Mayor

Brenda M. Zeman
City Clerk

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BARABOO, WISCONSIN

By: _____
Carolyn Wastlund
Chairperson

Patrick A. Cannon
Executive Director/Secretary

RESOLUTION NO. 2024 -

Dated: March 12, 2024

The City of Baraboo, Wisconsin

Background. In order to secure the long term funding with USDA-RD for the Carnegie Schadde Memorial Public Library, the Community Development Authority (CDA) secured a 40 year loan with USDA-RD. As part of the Loan, the CDA will lease the facility to the City of Baraboo for the term of the Lease. In turn, the City will Sub-Lease the facility to the Carnegie Schadde Memorial Public Library Board for the same term.

The Finance/Personnel Committee will review the proposed Lease at their March 12th, 2024 meeting.

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

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

THAT the Mayor and City Clerk are authorized to execute the Sublease Agreement between the City of Baraboo and the Carnegie-Schadde Memorial Public Library Board of the City of Baraboo Board of Trustees.

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

SUBLEASE AGREEMENT
between the
CITY OF BARABOO, WISCONSIN
and the
CARNEGIE-SCHADDE MEMORIAL PUBLIC LIBRARY OF THE CITY OF BARABOO
BOARD OF TRUSTEES

DRAFT

THIS SUBLEASE AGREEMENT is made and entered into by and between the City of Baraboo, a Wisconsin municipal corporation, and the Carnegie-Schadde Memorial Public Library Board of Trustees of the City of Baraboo, a Wisconsin public library formed pursuant to and governed by Chapter 43 of the Wisconsin state statutes.

WITNESSETH:

WHEREAS, the Community Development Authority of the City of Baraboo (CDA) has acquired and is currently in possession of the real estate described in Exhibit A hereto; and

WHEREAS, the CDA is carrying out a program of community redevelopment on the Project Property, consisting of financing the acquisition of the Project Property and the construction of and renovations to the Library through the issuance of \$5,100,00.00 in Bonds; and

WHEREAS, pursuant to the provisions of §§66.1335 and 66.1333(9), Wis. Stats., the CDA has the ~~power~~ authority to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the City leased the Project Property and all buildings and fixtures thereon and other improvements thereto from the CDA; and

WHEREAS, §43.58, Wis. Stats., provides that the Library Board shall have exclusive charge, control and custody of all lands, buildings, money or other property devised, bequeathed, given or granted to, or otherwise acquired or leased by, the City for library purposes; and

WHEREAS, pursuant to §43.58, Wis. Stat., and §5.1(a) of the City/CDA Agreement, attached hereto as Exhibit B, the City is authorized to sublease the Project Property and all buildings and fixtures thereon and other improvements thereto to the Library and, as part of the Sublease, the City may transfer certain obligations contained in the City/CDA Agreement from the City to the Library Board; and

WHEREAS, on _____, the City's Common Council passed Resolution Number _____ authorizing the Municipality's Representatives to execute this Agreement, and on _____, the Library Board passed Resolution Number _____ authorizing the Library's Representative to execute this Agreement.

NOW, THEREFORE, for the mutual consideration contained herein, the City and the Library Board agree as follows.

ARTICLE I

DEFINITIONS

1.01 Definitions. The following words and terms shall have the following meanings in this Sublease unless the text expressly or by necessary implication requires otherwise:

- a. **"Agreement"** or **"Sublease"** means this Sublease Agreement between the Library Board and the City.
- b. **"Bonds"** means the Community Development Lease Revenue Refunding Bonds, dated March 28, 2024, issued by the CDA in the principal amount of \$5,100,000.00 to provide financing for the acquisition of the Project Property and the Project.
- c. **"CDA"** means the Community Development Authority of the City of Baraboo.
- d. **"City"** means the City of Baraboo, Wisconsin.
- e. **"City/CDA Lease Agreement"** means the Lease Agreement between the CDA and the City, effective March 28, 2024 and attached hereto as Exhibit B.
- f. **"Commencement Date"** means the date of commencement of the Leasehold Term as provided in Section 2.01 hereof.
- g. **"Leased Property"** means the Project Property and all improvements and fixtures thereto.
- h. **"Leasehold Term"** means the term of this Agreement as provided in Section 2.01 hereof.
- i. **"Library"** means the Carnegie-Schadde Memorial Public Library of the City of Baraboo.
- j. **"Library Board"** means the Library Board of Trustees for the Carnegie-Schadde Memorial Public Library of the City of Baraboo.
- k. **"Library Representative"** means the Library Director or such other employee or officer of the Library appointed by the Library Board to act on behalf of the Library under this Agreement.
- l. **"Municipality Representative"** means the Mayor, City Administrator or such other officer of the City appointed by the City Council to act on behalf of the City under this Agreement.
- m. **"Parties"** jointly means the City and the Library.
- n. **"Party"** means either the City or the Library.
- o. **"Project"** means a program of community redevelopment to be carried out by the CDA on the Project Property, consisting of financing or refinancing the acquisition of property and the construction of and renovations to the Library and Leased/Project Property.
- p. **"Project Property"** means the real estate including all improvements thereto described in Exhibit A hereto.
- q. **"Resolution"** means the resolution authorizing the issuance of the Bonds adopted by the CDA on _____.

ARTICLE II
TERM

- 2.01 **Term.** This Agreement shall be effective on the date of full execution by the Parties and shall expire on the final maturity date of the Bonds, unless the Parties shall sooner terminate this Agreement by mutual written agreement.
- 2.02 **Rent.** ~~During the Leasehold Term, the Library Board agrees to pay to the City rent payments in the amount of \$_____ semiannually two business days prior to March 1 and two business days prior to September 1 of each year commencing two business days prior to September 1,~~
~~_____.~~
- 2.03 **Repairs and Maintenance.** The Library Board covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.
- 2.04 **Alterations and Additions to Leased Property.** The Library Board shall have the right at any time and from time to time during the Leasehold Term, without liability to the City, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the Library Board shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the Rent value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Library Board may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.
- 2.05 **Utilities.** The Library Board agrees to pay or cause to be paid all charges for gas, electricity, light, heat and power, telephone or other communication service, and any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the City and save it harmless against any liability or damages on such account. The Library Board shall also procure any and all necessary permits, licenses, easements, or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

ARTICLE III
COVENANTS OF LIBRARY

- 3.01 **Restriction on Use.** The Library Board covenants that the Leased Property shall be used for public purposes, and that the use shall be in full compliance with the requirements placed on public

libraries in Chapter 43 of the Wisconsin State Statutes. The Library Board also covenants it shall use the Leased Property subject to the terms and conditions of the City/CDA Lease Agreement. The Parties both agree that, during the term of this Agreement, no portion of the Leased Property shall be sold to, leased to or otherwise used by a private party for an amount which would cause the Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

- 3.02 **Claims.** The Library Representative shall notify the City Clerk and City Attorney immediately of any and all claims or anticipated claims for personal injury, death or property damage for which either Party might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon.
- 3.03 **Compliance with Laws and Regulations.** The Library Board agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the Library and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The Library Board will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.
- 3.05 **Covenants against Waste.** The Library Board covenants during the term of the Agreement not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

ARTICLE VI **ASSIGNMENT, SUBLETTING AND MORTGAGING**

- 4.01 **Assignment and Subleasing.** This Agreement may not be assigned or subleased by the Library Board for any reason without prior written authorization and consent of the City.

ARTICLE V **CONDITIONS OF LEASE**

- 5.01 **Right to Inspect.** The Library Board covenants and agrees during the term of this Agreement to permit the City and/or the CDA and the authorized agents and representatives of the City and/or CDA and/or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.
- 5.02 **Character of Lease.** It is mutually agreed that this Sublease is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended and the Library expressly covenants and agrees that all Rent and other payments herein required to be made by the Library to the City shall be made without notice or demand and without set-off, counterclaim, abatement,

suspension, deduction or defense, and shall be net payments to the City, meaning that the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Property or any part thereof, all such obligations being the responsibility of the Library Board.

- 5.04 **Condition of Premises.** The Library Board, prior to the occupancy of the Project Property, and at all times thereafter, shall fully familiarize itself with the physical condition of the Project Property and any improvements, fixtures and equipment thereof. The City makes no representations whatever in connection with the condition of the Project Property or the improvements, fixtures or equipment thereof, and the City shall not be liable for any latent or patent defects therein. The Project Property is leased to the Library Board "As Is" in all respects.

ARTICLE VI **MISCELLANEOUS**

- 6.01 **Amendments.** No modification, alteration or amendment to this Agreement shall be binding upon either Party hereto until such modification, alteration or amendment is reduced to writing and executed by both Parties.
- 6.02 **Successors.** Except as limited or conditioned by the express provisions hereof, the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
- 6.03 **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.
- 6.04 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- 6.05 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
- 6.06 **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:
City Administrator
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

With a Copy to:
City Attorney
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

If to the Library: Library Director
Baraboo Public Library
124 4th Street
Baraboo, WI 53913

If to the CDA Executive Director
101 South Boulevard
Baraboo, WI 53913

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

- 6.07 Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.
- 6.08 No Waivers.** Failure of either Party to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Library of any term, covenant or condition of this Agreement, other than the failure of the Library to pay the particular Rent so accepted, regardless of the CDA's knowledge of such preceding breach at the time of acceptance of such rent.
- 6.09 Recording.** Either Party hereto may record this Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Register of Deeds for Sauk County, Wisconsin.
- 6.10 No Personal Liability.** Under no circumstances shall any officer, elected official or employee of the City or the Library Board have any personal liability arising out of this Agreement, nor shall any party seek or claim any such personal liability.

IN WITNESS WHEREOF, the Library Representative and the Municipality Representative, as authorized by the Library Board and Common Council, respective, have caused this Agreement to be executed on the date(s) so indicated below.

~~(Signature lines intentionally omitted on draft)~~

City Administrator

Library Board of Trustee President

City Clerk

Library Director

Chairperson
Baraboo Community Development Authority

Executive Director

EXHIBIT A

DESCRIPTION OF THE PROJECT PROPERTY

The City of Baraboo, Wisconsin

Background: Per Wis. State Statutes 125.04(12)(a), every alcohol beverage license, except for a Reserve, may be transferred to another place or premises within the same municipality.

The City Clerk has received an application from Barabrew Wine & Spirits requesting the transfer of their "Class A" Combination Liquor license from 503 South Blvd. to 315 South Blvd. This request is reviewed by the Zoning Administrator, the Police Department, the Fire Inspector, and the City Clerk.

The Administrative Committee unanimously approved the transfer of this liquor license at their March 5th, 2024 meeting.

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

Comments:

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

THAT the application received from Barabrew Wine & Spirits to transfer their "Class A" Combination Liquor License from 503 South Blvd. to 315 South Blvd is hereby approved. The City Clerk is authorized to re-issue the liquor license for Barabrew Wine & Spirits at their new location of 315 South Blvd.

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

Motion:

Second: **Certified by Clerk:** _____

RESOLUTION NO. 2024 -

Dated: March 12, 2024

The City of Baraboo, Wisconsin

Background:

MK Stores, LLC (d/b/a Snak Atak #43) has applied for a Class “A” Fermented Malt Beverage Liquor License. Liquor License applications are reviewed by the Zoning Administrator, the Police Department, the Fire Inspector, and the City Clerk. Publication of this Liquor License application was made in the Baraboo News Republic.

Because all Liquor Licenses expire annually on June 30th, if approved, this liquor license will be valid for March 13, 2024 to June 30, 2024.

This Liquor License was reviewed and recommended for approval by the Administrative Committee at their March 5th, 2024 meeting.

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

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

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

- Class “A” Fermented Malt Beverage Liquor License, MK Stores LLC, d/b/a Snak Atak #43 at 801 South Blvd.

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

Motion:

Second:

Certified by Clerk: _____

RESOLUTION DECLARING INTENT

RESOLUTION NO. 2024 -

**RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING**

WHEREAS, the City of Baraboo, Sauk County, Wisconsin (the "Issuer") plans to undertake a borrowing for 2024 and 2025 Street Reconstruction Projects, Street Light Replacement Projects and Property Acquisition for TIF #10 (the "Project");

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds");

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

WHEREAS, the Baraboo City Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$4.5 million.

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

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

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

Adopted and recorded March 12, 2024

Approved March 12, 2024

Robert F. Nelson, Mayor
Chief Executive Officer
(e.g. President, Mayor, City Manager)

ATTEST:

(SEAL)

Brenda M. Zeman
Clerk

Offered By: Finance/Personnel Comm.
Motion:
Second:

RESOLUTION NO. 2024 -

Dated: March 12, 2024

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

On January 12, 2021, the City Council approved the sale of a 2.1-acre City-owned vacant lot, located on east side of Lake Street to L & L Equities, LLC \$9,432 (\$10,000 less \$568 in closing costs). One of the conditions of the sale required certain improvements within a 2-year period, none of which has been started.

Staff is recommending the land be purchased back from L&L Equities, LLC for the original sale price of \$9,432 less the City expenses (title work, legal fees and recording fees etc), which is estimated to be roughly \$1,000.

The Finance Committee will review this matter at their March 12th meeting and make a recommendation to the Council.

Note: (✓one)**[x] Not Required****[] Budgeted Expenditure****[] Not****Budgeted****Comments:****Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the Interim-City Administrator(s), or their designee, is directed to make the final arrangements with L&L Equities, LLC to purchase the 2.1-acre vacant lot located on Lake Street ("Property") for a price of \$9,432 less the City's total expenses for the repurchase of this property, and

THAT the City's Attorney is directed to draft all necessary legal documents for the purchase of the Property from L&L Equities, LLC contingent upon the City's Attorney receiving direction from the Interim-City Administrator(s) to do so.

Offered by: Finance and Personnel Committee**Approved:** _____**Motion:****Second:****Attest:** _____

The map displays a grid of land sections. Section 12 is highlighted in orange and contains the following information:

- Section 12, T11 R06**
- City of Baraboo**
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- 1154-12**
- 1154-13**
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Ordinance No.
The City of Baraboo, Wisconsin

Background: On November 08, 2022, the City Council approved the General Development Plan for Baraboo Bluffs Condominiums, a private planned unit development on a 19.06-acres site located on the east side of Waldo Street between Hager Street and Parkside Avenue that included 85-condominium units in a mixture of 33 two and three dwelling unit residential buildings. The developer has since had the Baraboo Bluffs Condominium Plat approved along with the Phase 1 Specific Implementation Plan for the development on December 13, 2022.

The developer has since completed the first four buildings, three duplex condominium buildings and one triplex condominium building as part of the six buildings planned for Phase 1 of the SIP. However, they have yet to sell any of the nine condominium units and they attribute the sluggish sales to the lengthy Declaration of Condominium document and the associated monthly maintenance fees.

The developer does not want to change the PUD Overlay Zoning but has proposed an amendment to the approved GDP that would convert this private planned unit development with 85 condominium units to a public planned development with 86 zero lot line in a mixture of 35 two unit and three unit side-by-side single-family attached residential dwelling buildings. The existing Baraboo Bluffs Condominium Plat would be converted to Baraboo Bluffs Estates, a more traditional subdivision with individual lots, the previously planned private roadways would be converted to public roadways, and the planned private community center would be eliminated in lieu of a payment in lieu of park land dedication.

The Plan Commission reviewed this matter at their February 20th meeting and forwarded this matter to the City Council for the requisite public hearing with a unanimous recommendation to approve the Amended GDP for Baraboo Bluffs Estates.

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 17.18(4)(d), Code of Ordinances, is amended as follows:

**17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF
ZONING DISTRICT MAP**

(4) DISTRICT BOUNDARIES AND MAP AMENDMENTS.

- (d) Planned Unit Development. The following Planned Unit Development is approved and incorporated into the zoning map: 2024-01.

2. The attached Amended General Development Plan for Baraboo Bluffs Estates is approved as part of Planned Unit Development 2024-01.

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 March 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: _____

AMENDED GENERAL DEVELOPMENT PLAN (GDP) FOR BARABOO BLUFFS ESTATES, A 35-BUILDING, 86-UNIT RESIDENTIAL DEVELOPMENT PROJECT ON AN 18.77-ACRE SITE ON THE EAST SIDE OF WALDO STREET BETWEEN PARKSIDE AVENUE AND HAGER STREET, IN THE SE ¼ OF THE SW ¼ AND THE SW ¼ OF THE SE ¼ OF SECTION 2, T11N, R6E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN FOR KMD DEVELOPMENT LLC

KMD DEVELOPMENT LLC is requesting to Amend their Baraboo Bluffs Condominium General Development Plan and convert the development to Baraboo Bluffs Estates, a traditional residential subdivision on their 18.77 acres of property on the east side of Waldo Street between Parkside Avenue and Hager Street be zoned as a Planned Unit Development (PUD) under the City of Baraboo's Zoning Code upon the following General Development Plan submitted for approval pursuant to 17.36B(7), of the Baraboo Code of Ordinances:

1. The real property involved in this Amended General Development Plan (GDP) consists of that property located on the east side of Waldo Street, between Parkside Avenue and Hager Street, more particularly described as follows:

Being all of Lot 1, Certified Survey Map No. 7231 as recorded in Volume 45 of Certified Survey Maps on page 7231 as Document No. 1243051, as recorded in Volume C Page 181 as Document No. 599807, all in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 2, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

Containing 18.4 acres, 801,311 square feet, more or less.

2. The previously vacant property has been developed with a Louis Lane, a private roadway, and nine condominium units in three duplex buildings and one triplex building.
3. The property is presently zoned with a Planned Development Overlay pursuant to the General Development Plan for Baraboo Bluffs Condominium approved on November 8, 2022. The specific intention of the property developer is to Amend the GDP for Baraboo Bluffs Condominium to convert the planned 85-unit multi-family residential condominium development consisting of 33 planned buildings with a mixture of two-unit and three-unit buildings, a private clubhouse with an interior network of private roadways to convert the development to a public planned development with 86 zero lot line dwellings in a mixture of 35 two unit and three unit side-by-side single-family attached residential dwelling buildings. The existing Baraboo Bluffs Condominium Plat would be converted to Baraboo Bluffs Estates, a more traditional subdivision with individual residential lots, the previously planned private roadways would be converted to public roadways, and the planned private community center would be eliminated in favor of a payment in lieu of dedicating park land.

The developer intends to install the required improvements pursuant to Chapter 18 – Subdivision and Platting that will include streets, curb & gutter, sidewalks, sanitary sewer, water main, and storm sewer to the City’s standard specifications, all of which will be dedicated to the City for their future maintenance and operation upon satisfactory completion.

4. The property is specifically approved for an 86-unit multi-family residential development with a mixture of 35 buildings consisting of a mixture of two-unit and three-unit side-by-side single-family attached residential dwellings. The use of the property, the buildings, and the proposed public improvement shall not be changed without the modification of this Amended GDP and subsequent approval by the City’s Common Council.
5. Signs upon the property shall be allowed pursuant to the Baraboo Sign Ordinance, §17.80, Code of Ordinances.
6. The terms of this GDP shall be covenants running with the land, and applicable not only to the petitioner, but to any and all subsequent owners as well.

Finance/Personnel Committee Meeting Minutes

February 13, 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, Clerk Zeman, R. Sinden, W. Peterson, T. Gilman, J. Ostrander, T. Pinion, C. Johnson, Dylan Enke, Doug Enke

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 23, 2024

Moved by: Petty

Seconded by: Kent

CARRIED

1.d Approve Agenda

Moved by: Kent

Seconded by: Petty

CARRIED

2. Action Items

2.a Accounts Payable

Moved by: Petty

Seconded by: Kent

Recommend to Common Council to pay \$7,109,249.78 for accounts payable.

CARRIED (3 to 0)

2.b Amendment to the Baraboo Area Joint Fire and EMS District Intergovernmental Agreement and Bylaws.

Chief C. Johnson noted that the proposed amendment is to clarify the language in the intergovernmental agreement and the powers of the commission. The original intent was to imply Wis. Stat. § 62.13 provisions to all employees; it was later determined that § 62.13 does not extend protection to those without fire training. The district current employs four full-time employees that have no intention of receiving fire training; this change allows these employees to be governed by § 62.13. This was adopted by the Baraboo Fire & EMS District.

Moved by: Petty

Seconded by: Kent

Recommend to Common Council on amending the Baraboo Area Joint Fire and Emergency Medical Services (EMS) District Intergovernmental Agreement and Bylaws consistent with Wis. Stat. §62.13(4) and §62.13(5) as applied to "subordinate" employees of the Commission.

CARRIED (3 to 0)

2.c Lease with Wisconsin Power & Light Company

W. Peterson explained that Wisconsin Power & Light currently has their radio on top of the Birch Street reservoir. Because they need to raise the height of this radio, it is staff's recommendation that we allow them to move their radio to a free-standing monopole that is 15-ft away from the current location, and is much higher. There is no one currently using this city owned pole.

Moved by: Petty

Seconded by: Kent

Recommend to Common Council to authorize the Utility Superintendent to sign a lease with Wisconsin Power and Light Company for installation of AMI radio system.

CARRIED (3 to 0)

2.d Development Agreement, Frank Liquor Company, Inc.

P. Cannon noted that this is our standard development agreement. The total commitment for the City is \$378,411, which is 12.5% of the total budget cost, just shy of \$3.7M. This project was reviewed and approved by the Plan Commission for plan site approval.

Moved by: Kent

Seconded by: Petty

Recommend to the Common Council to authorize the Interim City Administrators and City Clerk to execute a Development Agreement with Frank Liquor Company, Inc.

CARRIED (3 to 0)

2.e Sewer Lateral Assessments

T. Pinion explained that we have held a public hearing on this; a few people have reached out with questions and spoke at the public hearing. This went through the Public Safety committee and sets forth the statutorily procedure for a special assessment and includes the respective repayment terms included. Our intention is to enter into loan agreements with a reduced rate for these replacements.

Moved by: Kent

Seconded by: Petty

Recommend to the Common Council on approving final resolution for levying special assessments for sanitary sewer lateral replacements on Hwy 33.

CARRIED (3 to 0)

2.f Wisconsin Professional Police Association Memorandum of Understanding

Chief Sinden noted that this is simply a renewal of an existing Memorandum of Understanding (MOU) and allows us to hire and recruit police officers that have not yet attended the training academy. They are city employees, paid by the city, but their tuition for the academy is paid by the State of Wisconsin. The dates of this MOU commence with the dates of the Police Union Agreement, 2024-2026.

Moved by: Petty

Seconded by: Kent

Recommend to the Common Council on approving a Memorandum of Understanding (MOU) between the City of Baraboo and the Wisconsin Professional Police Association (WPPA) pertaining to the Recruitment of Police Officers.

CARRIED (3 to 0)

2.g Lead Service Line Replacements, Hwy 33

W. Peterson noted that we went out for bids for the replacement of approximately 56 private lead service line replacements. A total of five bids were received, with Terrytown Plumbing coming in with the low bid. Staff recommends accepting this bid, and appreciates the chance to work with a local business.

Moved by: Kent

Seconded by: Petty

Recommend to the Common Council on awarding a contract with Terrytown Plumbing for private lead service line replacements on Hwy 33.

CARRIED (3 to 0)

2.h Sanitary Sewer Lining Project

T. Pinion explained that this is part of the sewer utility annual maintenance. This would repair a clay pipe that runs under the River Walk. Only one bid was received for this project.

Moved by: Petty

Seconded by: Kent

Recommend to the Common Council on awarding a contract with Visu-Sewer for Sanitary Sewer Cast in Place Pipe (CIPP) Lining Project.

CARRIED (3 to 0)

2.i Safe Drinking Water Loan Agreement

Earlier this year Council amended the Lead Service Line Replacement of the Code of Ordinance creating a Lead Service Line replacement financing program. This resolution approves the use of the loan agreement which is required because this work will take place on private property. The Water Utility is highly regulated by the Public Service Commission

(PSC) and they forbid work done on private property. The Utilities have already secured a loan, with 25% principal forgiveness, from the Safe Drinking Fund; this loan will be assigned to the City who will then administer the loan programs. The City is not administered by the PSC. This is a benefit to the residents that have lead service lines to be replaced. The interest rate for this loan is 0.25% with a 1.0% Administrative Fee for a total of 1.25% interest. Residents would be able to pay this back over a 7-year period. If they can demonstrate financial hardship this can be extended to 10 or 20-years. Any payments not received can be added to taxes as a special charge.

Moved by: Petty

Seconded by: Kent

Recommend to the Common Council on approving the loan agreement for borrowing of funds for the replacement of Private Lead Service Lines on Hwy 33.

CARRIED (3 to 0)

2.j Clean Water Fund Loan Agreement

This is the Clean Water Fund. We have the options to treat it as an assessment but the interest rates would be pretty significant. Again the Utilities have secured a loan with an interest rate of 2.125%. This loan agreement would also include a 1% Administrative Fee for a total interest of 3.125%, with a term of 5-years to pay the loan back. There are approximately 144 residents that will have their laterals replaced. By ordinance, residents are responsible for the lateral from the main in the center of the street to the house. This project is replacing to the right-of-way, in most cases the back of the sidewalk.

Moved by: Petty

Seconded by: Kent

Recommend to the Common Council on approving the loan agreement for the borrowing of funds for Sanitary Sewer Lateral Replacements.

CARRIED (3 to 0)

2.k Recyclable & Non-Recyclable Collection, Hauling, and Disposal

T. Pinion explained that this has been a topic of discussion among staff for the last two or three years. It was also included in the Strategic Plan for the Public Safety Committee. As a result of this, staff put together a request for proposal that was issued on December 11th. A total of 6 different proposals were received. Not only was Peterson Sanitation's proposal the most attractive, but it was also the most cost effective. We are currently under contract for 2024 with Waste Management; we are obligated to take all of what's collected to their transfer station. The committee reviewed a cost summary which included contracted costs vs city operating costs. Peterson Sanitation is able to offer large item pickup and possibly an electronics recycling event. They will continue to run two trucks, one garbage and one recycling. Staff will negotiate with Peterson Sanitation for a contract; this contract will be brought back to the Finance/Personnel Committee for review.

Ald. Olsen spoke against privatizing city services. One of the charges for this year was to address the budget shortfalls going into 2025; this should be included in this discussion and not a rushed decision.

Ald. Petty spoke in favor of privatizing this service. Current employees will be allocated to other tasks, this will assist with snow storms allowing all employees to focus on snow removal, and the cost savings.

Moved by: Kent

Seconded by: Petty

Recommend to the Common Council to authorize staff to negotiate a contract for Recyclable & Non-Recyclable Collection, Hauling, and Disposal.

CARRIED (3 to 0)

3. Information Items

3.a Update on insurance claims

Clerk Zeman noted the following claims:

- * A claim previously submitted for a fall at the corner of 5th & Ash has been denied by Atty. Hagen.

- * A claim received alleging that a City plow truck damaged a Charter box on Lynn Ave was denied by Interim-City Administrator P. Cannon.

4. Discussion Items

4.a 2025 Budget

P. Cannon distributed information regarding referendums. No discussion took place.

5. Adjournment

Moved by: Kent

Seconded by: Petty

That the meeting adjourn at 6:43pm.

CARRIED (3 to 0)

Brenda M. Zeman, City Clerk



CITY OF BARABOO ADMINISTRATIVE MEETING

Meeting Minutes
February 6, 2024, 8:00 a.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Members Present: Hazard, Kierzek, Thurow

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

1. **CALL TO ORDER**

- 1.a ROLL CALL OF MEMBERS
- 1.b NOTE COMPLIANCE WITH OPEN MEETING LAW
- 1.c APPROVE MINUTES from January 2, 2024.

Moved by: Hazard

Seconded by: Kierzek

Motion:CARRIED

- 1.d APPROVE AGENDA

Moved by: Kierzek

Seconded by: Hazard

Motion:CARRIED

2. **ACTION ITEM(S)**

- 2.a Change of Agent

Rob Sinden noted the old agent is moving out of the area and the new agent passed background check.

Moved by: Hazard

Seconded by: Kierzek

Recommendation to the Common Council for the Liquor License Change of Agent for Old Baraboo Inn to Michael Minigh.

Motion:CARRIED

2.b Temporary Liquor License, Downtown Baraboo, Inc.

Rob noted background checking found no issues.

Moved by: Kierzek

Seconded by: Hazard

Recommendation to the Common Council on approving a Temporary Liquor License (AKA Picnic License) for Downtown Baraboo Inc, Spring Brew Ha Ha, 03-15-2024.

Motion:CARRIED

2.c Mobile Food Vending Permit

Committee comments were positive and did not find anything out of line. The mayor discussed the right of way permit, fees for registration and areas of use.

Moved by: Hazard

Seconded by: Kierzek

Recommendation to the Common Council to repeal and recreate Section 12.05A, Mobile Food Vending Permit.

Motion:CARRIED

2.d Amend City's Official Fee Schedule

The fee stipulated was \$100 per year to be added to the fee schedule.

Moved by: Hazard

Seconded by: Kierzek

Recommendation to the Common Council on adding a fee for the Mobile Food Vending Permit to the City's Official Fee Schedule.

Motion:CARRIED

3. **DISCUSSION**

4. **INFORMATIONAL ITEM(S)**

4.a Date and time of next meeting - March 5, 2024

5. **ADJOURNMENT**

Adjourn at 8:11 am

Julie A. Ostrander, Finance Director

Minutes of the Public Safety Committee Meeting – January 29, 2024

Members Present: Tom Kolb, and David Olson, and John Ellington. **Others Present:** Mayor Rob Nelson, Ryan Labroschian, Tom Pinion, Wade Peterson, Tony Gilman, Dave Hyzer, Bob Spencer, Mark Zwiefel, Marcus Mitchell, Chris Olson, and Rick Hagen.

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 Ellington, seconded by Olson to approve the agenda as posted. Motion carried unanimously. It was moved by Olson, seconded by Ellington to approve the minutes of the January 8, 2024. Motion carried unanimously.

Action Items

- a. Review and recommend approval of a Proposal for Refuse and Recycling Collection and Disposal Services – Gilman presented the background for this item. He said in 2021 or 2022 staff started looking at outsourcing the recycling and refuse pickup to see the most cost-effective way to do it. He said as time goes by and equipment starts failing and replacement costs get close to the \$400,000 mark, it was decided to send out RFPs from eight different contractors and received six responses. He said of the six responses one really stood out as far as the cost savings that could be seen. He said that a spreadsheet was created to show a comparison versus the contractor pricing, as well as it was broken down to a per household per month cost that we can show 2023 estimated 2024 based on cost increases of fuel, labor, equipment maintenance, and have their proposal in the spreadsheet as well to see the potential cost savings would be. Pinion said that the estimated start date in the proposal was April 1, so the City is under contract with Waste Management to bring all refuse and recycling to their facility through this year, so they had to provide a special price for that, moving forward they would be billing the City for disposal wherever they take it. Pinion the presented each proposal to the Committee. He said that the City's equipment was not part of the proposal, but will be selling it. He said that it looks to be a combined saving of \$1.7 million dollars over a 10-year period. Olson opposes the plan because he feels the City would be prioritizing this critical service to the municipality so that means that we would give up any democratic control that we would have to this service, so is that worth what he see as limited savings to the taxpayer, Ellington disagreed with the limited savings. Ellington asked what type of control the City would have, Pinion said it would be spelled out in the agreement. He said that the why he is contemplating it, the City would still be managing the carts. He said the contractor would be responsible any direct customer complaints, i.e. missed garbage. He said that any references checked shows that Peterson Sanitation is very customer friendly. Olson said that now citizens just call the City, Peterson say they have good customer service, but anytime a service is prioritized like this, generally goes down. Gilman said that he would argue that the potential for customer service may go up, there are certain things that the City cannot offer due to our limited staff and equipment that they can. Gilman said that there is a potential for them picking up large items where we can't. Olson said that he is willing to pay more for service and have the democratic control of the service. Kolb respectfully disagreed. Nelson questioned what goes into calculating the annual operating costs, does all of that go away from the budget or some remain. Gilman said the operating expenses from 2020-2023 were calculated which includes staff time to operate the equipment, doesn't include administrative time for City Hall staff that handles complaints or pickup requests, it is a portion of the mechanics, and wages and benefits. Nelson said that if the wages and benefits for staff are still on the books he feels the budget would go up because we would be adding the cost of Peterson. Olson thought there would be lay-offs going to private. Gilman said that there are things dependent on upcoming retirements, and potential for anything. He said that the City's responsibility is to provide a service to the taxpayers at the least amount of cost as possible. Ellington moved to recommend that staff proceed with the preparation of a contract with Peterson Sanitation for reuse and recycling collection and disposal and forward to Council for their approval. Kolb seconded the motion. Kolb asked if the City wanted large item pickup if there would be an extra cost. Pinion said that the way it was explained is that the citizen works directly with Peterson, the City is not part of that process. Kolb asked if the cost would continue to be part of the taxes and Pinion answered in the affirmative. Nelson asked if the City would have to decrease the tax levy, Pinion said that if a solid waste utility was created and moved off to a separate revenue fund then the levy would have to be decreased. Pinion said that a provision in the contract would be built in regarding the City's satisfaction. On roll call vote, the motion carried 2-1, Olson voting no.

- b. Review and recommend awarding a Contract to Terrytown Plumbing for the STH 33 Private Lead Service Line Replacement Project – Pinion presented the detail saying that there are 55 lead services along the corridor needing to be replaced. He said bids were solicited and 5 bids received. He said this is financed through a Safe Drinking Water loan program, interest rate 0.25%, if the private citizens choose to take advantage of this program, it has a 25% principal forgiveness on the loan so they are only repaying \$0.75 on the dollars. He said the City will administer the load, so there will be some type of administrative fee added; however, it will still be much cheaper than a convention loan. It was moved by Olson, seconded by Ellington to recommend awarding the contract to Terrytown Plumbing for the STH 33 Private Lead Service Line Replacement as presented. Motion carried unanimously.
- c. Review and recommend payment option(s) for STH 33 sanitary sewer lateral replacements – Pinion presented the background. He said as part of the Hwy. 33 reconstruction, the City is replacing sanitary sewer main and 144 private sewer lateral and the property owner will be assessed costs in accordance with the City's special assessment procedure. He said that a loan from the DNR's Clean Water Fund Loan Program has been secured and staff is recommending entering into a Loan Agreement with each affect property owner. The interest rate will be 2.215% and the City will likely add an administrative fee that will increase that interest rate. He said repayment will likely following the same repayment schedule. She said there are 5 or 6 residents that do not have a sewer main in front of their property, but will have when the project is done. He said the question to the Committee is do we want to hold them responsible to pay for the main from day one, or afford them the opportunity to defer payment until they connect, as long as the connection is within the term of loan (20 years). Pinion said that at the public hearing on the 23rd, a resident suggested an interest-free 90-day window for payment in full, standard practice is 30 days. He said if the Committee determines that other payment provisions should be made available, they can be included in the Loan Agreement. It was moved by Ellington, seconded by Olson to follow the Special Assessment Repayment Loan Agreement. Motion carried unanimously.
- d. Review and approve payment option(s) for STH 33 Private Lead Service Line Replacement. Project – Pinion presented the background saying that the Utility was approved for a safe Drinking Water Fund loan that can be assigned to the City to administer to fund the private side lead service line replacements. He said the loan includes a 25% principal forgiveness to property owners that choose to get a loan will only need to repay 75 cents for every dollar that is loaned. He said that all property will have the same exact amount. Ellington moved, Olson seconded to follow the Special Assessment Repayment Loan Agreement. Motion carried unanimously.
- e. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for January 2024 - It was moved by Olson, seconded by Ellington to approval the monthly Billing Adjustments/Credit as presented for Sewer and Water Customers. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report
 - i. Staffing Updates – Peterson said that a new employee will be starting on February 12, 2024.
 - ii. Project Updates – Peterson said the lease agreement with Wisconsin Power and Light and Alliant on the tower rental has been redone.
- b. Street Superintendent's Report
 - i. Staffing Updates – Hours have not changed except during the winter storms that took place, start times varied.
 - ii. Project Updates – None.
 - iii. Monthly Activity Report – Gilman said snow removal was done on January 9, 10, 11, 12, and 13. Storm total from 1/9-1/13 was reported 20.5". He said January 16 and 17 the department rolled back routes and cleaned up where vehicles had been from alternate side parking. Downtown snow removal was done on January 14, 16, 17 and 18. He said Friday, January 19 snow piles from City Hall and the Civic Center were removed, and also snow piles that limit visibility along busy corridors or obstructed public parking spaces.
- c. Police Chief's Report
 - i. Staffing Updates – Labrosian said staffing remains at full authorized staff levels. Officer Kyle Giese is now the RSO at the Middle School.

- ii. Case/Response Update – Labroschian presented the reports. Kolb commented on the Use of Force going down. Labroschian said that the department is back to using the original vehicle vendor, Kayser Ford.

Information Items

- a. STH 33 Reconstruction Project – Status Report – Pinion said 4 weeks from today the next phase of construction is slated to begin. He then gave a detailed presentation of the phases and sections will begin. He said that the DOT will not allow more than two consecutive intersections be blocked at one time. He said the project Liaison will be making contact starting next week with the local business to make sure they are well aware of what is being planned and when, she will actually be attending the progress meeting next Wednesday. He said that they did host of meeting with the business community offered those interested to attend to try to come up with a uniform signing plan. Olson asked for the map to be on the website. Olson asked if there has been any talk about having a celebration when the project is done.
- b. State Statutes, Administrative Codes, and sample ordinances regulating ATV's and UTV's – Kolb said that this Committee has been tasked to devise bullet point for a potential ordinance for use of UTV's or ATV's on City streets or routes on City streets. He said Bob Spencer from the club has provided the Committee with several ordinances for other locations. Bob Spencer introduced the other four members in attendance. Kolb went through some of the ordinances point by point. A very length discussion took place, main points being discussed:

Only on paved designated roadways.

Speed limit on posted not to exceed 35 mph was discussed.

Operators under 18 must wear helmets (already in State Stats.)

All vehicles have to be licensed with DNR, stickers on both sides, back plate.

No open intoxicants needs to be in ordinance.

Operation only on designated routes within the City.

Post streets, all streets open unless otherwise posted. Detailed discussion regarding signage and routes. Only the City can install within City limits unless they request a club to do so. It would be Gilman's choice to have the City install.

Cruising prohibited.

Equipment should be original and maintained, no modifications of exhaust system.

Obeys all traffic laws.

Kolb would like signal lights and tail lights required. Seatbelts cannot be in ATV's. No aftermarket seats.

Valid driver's license and proof of insurance required.

Anyone born on or after 1/1/88 is required to take a Safety Certification Course.

Vehicles to stay in center of traffic lane, ride single file.

Times of operation discussion, 6 a.m. – 10 p.m., sunrise to sunset, one half hour before sunrise to one half hour after sunset, not decided.

No vehicle running left unattended.

Follow all parking regulations and restrictions.

No sounds can exceed 75' or more away from vehicle.

Display of power prohibited.

No statutes on tires, Kolb would like to see road tires requires. It was said that 90% of owners would have road tires; however, others may not have pavement tires and may not be from the area. Spencer said that Baraboo would be the first municipality to ever enforce this.

No separate municipal permitted is required.

Kolb said his main concern is the OWI issue not being transferrable.

Vehicles with snowplow and flashing lights would be allowed, no time limit.

No ATV routes could be placed in subdivisions if desired.

Kolb struggles with ATV/UTV traffic downtown, club attendees said they want to visit businesses downtown. Olson said that some people have said they would avoid downtown if a lot of UTV/ATV traffic is present.

Mayor Nelson, Police Chief, Attorney and David Olson will draft an ordinance to print back to the Committee.

AJOURNMENT – There being no further business, Kolb declared the meeting adjourned at 3:35 p.m.

Respectfully submitted,

Tom Kolb, Chairman