



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, April 9, 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) March 26, 2024	4
4. APPROVAL OF AGENDA (Voice Vote)	
5. COMPLIANCE WITH OPEN MEETING LAW NOTED	
6. PRESENTATIONS <i>None Scheduled.</i>	
7. PUBLIC HEARINGS <i>None Scheduled.</i>	
8. PUBLIC INVITED TO SPEAK <i>(Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)</i>	
9. MAYOR'S BUSINESS	
• The Council's annual organizational meeting will be Tuesday, April 16th at 5:00pm.	
• Utility Superintendent Wade Peterson received a Lifetime Achievement Award from the Wisconsin Rural Water Association at their March 27th Awards Ceremony. Congratulations Wade!	
• The Mayor would like to congratulate John Morris on his retirement from the City of Baraboo Public Works Department. Congratulations John!	
• The Mayor would also like to congratulate Joel Petty and Tom Kolb for over 30 years of combined service on the Common Council. Thank you, Joel and Tom, for your leadership, hard work, and dedication on behalf of the City and its residents.	
10. CONSENT AGENDA <i>(Roll Call)</i>	
10.1 Accounts Payable Approve the Accounts Payable to be paid in the amount of \$	10
10.2 Temporary Liquor License Approve a "Class B" Wine Temporary Liquor License (AKA Picnic License) for the Downtown Baraboo, Inc. Spring Wine Walk, 05/03/2024.	11
11. ORDINANCES ON 2nd READING	

11.1	Amended General Development Plan Consider amending Section 17.18(4)(d) approving the amended General Development Plan for the Baraboo Bluffs Estates.	12
12.	NEW BUSINESS- RESOLUTIONS	
12.1	Recyclable & Non-Recyclable Solid Waste Collection Consider approving a 10-year contract with Peterson Sanitation, Inc. for Recyclable and Non-recyclable Solid Waste Collection, Hauling, Disposal and/or Processing Services. (Pinion)	56
12.2	Utility Easement, Baraboo Civic Center Consider approving an easement with Wisconsin Power & Light Company for Overhead and Underground Electric Facilities along the easterly 10 feet and southern 10 feet on the block the Civic Center occupies. (Pinion)	69
12.3	Budget Amendment, Campus Consider approving a \$50,000 supplemental budget amendment from the City's General Fund to the UW Baraboo Sauk County Campus. (Nelson)	74
12.4	"Low-Mow May" Consider the temporary suspension of Chapter 10 Vegetative Height Restrictions in support of "Low-Mow May". (Nelson)	75
13.	NEW BUSINESS ORDINANCES	
13.1	Create Section 7.165, All-Terrain/Utility Terrain Vehicles Consider adding Section 7.165, All Terrain/Utility Terrain Vehicles, in the City of Baraboo Codebook.	76
14.	COMMITTEE OF THE WHOLE Moved by _____, seconded by _____, to enter Committee of the Whole to discuss the following: • Possible Creation of TID #13. Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. <i>(Roll Call)</i>	81
15.	ADMINISTRATOR AND COUNCIL COMMENTS <i>(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)</i>	
16.	REPORTS, PETITIONS, AND CORRESPONDENCE The City acknowledges receipt and distribution of the following: <u>Copies of meeting minutes included in this packet:</u> Finance.....03-12-2024 Administrative....03-05-2024 Public Safety.....02-26-2024	96
17.	CLOSED SESSION Moved by _____, seconded by _____, to go into Closed Session. The Mayor will announce that the Council will consider moving into Closed Session pursuant to §19.85(1)(c), Wis. Stat., to consider employment, promotion,	

compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically an update of potential City Administrator applicants and updating the interview timeline.

18. OPEN SESSION

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

19. 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**March 26, 2024, 7:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Olson, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow
Members Absent: None.
Others Present: Chief Sinden, Clerk Zeman, Co-Interim City Administrators P. Cannon & T. Pinion, J. Ostrander, 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, March 12, 2024

Moved by: Kolb

Seconded by: Ellington

Motion: CARRIED

4. APPROVAL OF AGENDA

Moved by: Ellington

Seconded by: Petty

Motion: CARRIED

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

None Scheduled.

7. PUBLIC HEARINGS

None Scheduled.

8. PUBLIC INVITED TO SPEAK

David VanderSchaaf, 828 Iroquois Circle, spoke in favor of KMD Development. The challenge for residential development is extreme; it's hard to find a balance between rentals and ownership. We need to figure out a way to get units that residents can own. Home ownership is highly correlated to successful communities. This development is concerned with trying to keep prices that residents can afford. He advocates for us, as a City, to continue to try to find ways to get affordable priced things that people can afford.

9. MAYOR'S BUSINESS

- The Presidential Preference Primary & Spring Election will be held on April 2, 2024. All residents vote at the Baraboo Civic Center, polls are open from 7:00am to 8:00pm.
- In-Person Absentee Voting is taking place in the City Clerk's office Wednesday and Thursday this week from 8:00am to 4:30pm and 1:00pm to 5:00pm on Friday, March 29, 2024. Friday is the last day for In-Person Absentee Voting.
- City Offices will be closed on Friday, March 29, 2024. There will be no garbage or recycling picked up this day. Friday's normal collection for both garbage and recycling will be Monday, April 1, 2024.
- 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

Moved by: Petty

Seconded by: Kolb

Motion: CARRIED (9 to 0)

10.1 Accounts Payable

Resolution No: 2024-44

THAT the Accounts Payable, in the amount of \$699,274.17 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

10.2 Appointment

Resolution No: 2024-45

THAT, Brenda Barahona be appointed to the Carnegie-Schadde Memorial Public Library Board to fill the unexpired term of Shaun Stoeger, serving until June 30, 2024.

11. ORDINANCES ON 2nd READING

None.

12. NEW BUSINESS- RESOLUTIONS

12.1 Public Works Project, Asphalt & Concrete Pavement Crushing

Resolution No: 2024-46

Moved by: Ellington

Seconded by: Thurow

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

That the low bid of A-1 Excavating, LLC in the amount of \$ 26,350 is hereby accepted and all other bids are rejected.

Motion: CARRIED (9 to 0)

12.2 4th of July Memorandum of Understanding, Baraboo School District

Resolution No: 2024-47

Moved by: Hazard

Seconded by: Petty

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

THE Memorandum of Understanding between the City of Baraboo and the School District of Baraboo for the July 4, 2024 firework event is hereby approved and that the Co-Interim City Administrators are authorized to execute the attached Memorandum of Understanding.

Motion: CARRIED (9 to 0)

12.3 2024 WI Site Assessment Grant & Assessment Monies

Resolution No: 2024-48

Moved by: Sloan

Seconded by: Thurow

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

THAT the Parks and Recreation Director be authorized to submit the applications and accept the awards for a 2024 Wisconsin Site Assessment Grant and Wisconsin Assessment Monies for the completion the required environmental site assessment and investigation of the recently acquired property at 105 Vine Street in accordance with the terms and conditions of our existing Brownfields and Steward Ship Agreement with the Wisconsin Department of Natural Resources.

Motion: CARRIED (9 to 0)

12.4 Deed Restriction Release

Resolution No: 2024-49

Moved by: Hazard

Seconded by: Ellington

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

The Co-Interim City Administrators are authorized to execute the attached Release and Declaration of Deed Restriction for property located at 1105 Lake Street in the City of Baraboo, described as Lots 1 and 2 of Sauk County Certified Survey Map No. 4884 recorded in the Sauk County Register of Deeds Office as Document No. number 819061.

Motion: CARRIED (9 to 0)

12.5 Census-Defined Urban Area Boundary

Resolution No: 2024-50

Moved by: Ellington

Seconded by: Petty

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

That the Census-Defined Urban Area Boundary for the Baraboo Urban Area is hereby approved.

Motion: CARRIED (9 to 0)

12.6 Consider Reconsideration of Ordinance No. 2628, Baraboo Bluffs Estate

Resolution No: 2024-51

Moved by: Olson

Seconded by: Kolb

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

WHEREAS, Ordinance No. 2628 was introduced for the 1st reading, and defeated, by the City of Baraboo Common Council on March 12, 2024; and

NOW THEREFORE BE IT RESOLVED, by the City of Baraboo Common Council that Ordinance No. 2628 amending the General Development Plan for the Baraboo Bluffs Estates be reconsidered.

Motion: CARRIED (9 to 0)

13. NEW BUSINESS ORDINANCES

13.1 Amend Section 17.18(4)(d), Amended General Development Plan

The original 1st reading of this ordinance was defeated at the March 12th Council Meeting. Resolution No. 2024-51 brought this ordinance back for reconsideration.

Moved by: Hazard

Seconded by: Petty

Motion to approve the 1st reading of **Ordinance No. 2628** amending the General Development Plan for Baraboo Bluffs Estates.

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.

Motion: CARRIED (9 to 0)

14. ADMINISTRATOR AND COUNCIL COMMENTS

Ald. Petty noted that his term on the Council is almost up. He thanked everyone for their support during his 16.5 years on the Common Council. We have exceptional management and employees within the City. It's been an honor and a privilege to be part of this. Thank you for all the support.

He also extended a thank you to Ald. Sloan for taking over as Council president, Chair of the Finance/Personnel Committee, and Vice President of the Baraboo Area Fire & EMS District.

15. REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

Reports: February, 2024 Building Inspection & Treasurer

Copies of meeting minutes included in this packet:

Finance/Personnel Committee Meeting Minutes

**February 27, 2024, 6:00 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913**

Members Present: Petty, Kent, Sloan
Others Present: Mayor Nelson, Interim City Administrator T. Pinion, Clerk Zeman, J. Ostrander

1. Call Meeting to Order

Chairman Sloan called the meeting to order at 6:00pm.

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of February 13, 2024

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

2. Action Items

2.a Accounts Payable

Moved by: Kent

Seconded by: Petty

Recommend paying \$410,219.35 for Accounts Payable.

CARRIED (3 to 0)

2.b City's Official Fee Schedule

Mayor Nelson noted that the 2nd reading of Ordinance No. 2626, Mobile Food Vending Permit, is included on tonight's Council agenda. If this ordinance is approved, we need to add the fee to the City's Official Fee Schedule. It was discussed by the Administrative Committee and a fee of \$100 for the calendar year was recommended.

Moved by: Kent

Seconded by: Petty

Recommendation to add a fee for the Mobile Food Vending Permit to the City's Official Fee Schedule.

CARRIED (3 to 0)

2.c US Cellular Agreement, Hwy A Water Tower

T. Pinion explained that this agreement has been in place since 2001 with an annual escalator of 5%. The current income to the Water Utility for this license agreement is \$58,300/year. This is the fifth agreement. Due to technology and equipment changes, they will need to do an analysis to ensure there is no damage to the tower. This was recommended unanimously by Public Safety.

Moved by: Petty

Seconded by: Kent

Recommend approving the 4th Amendment to the License Agreement and the amended Memorandum of License (MOL) with US Cellular for equipment on the Hwy A water tower.

CARRIED (3 to 0)

2.d City Administrator Job Description

Mayor Nelson noted that while updating the job description based on the recommendations from Council, staff shifted some of the language around to other sections of the job description. It was reviewed by CVMIC with small changes made to the tools and demands, making it more contemporary. Staff noted that the job description does not really include anything regarding economic development. Based on this, it's recommended we add the following language:

1h) Promote economic development/redevelopment within the City through innovative programs, cultivation of partnerships, creation and management of TIF districts, and negotiation of development agreements and the knowledge of TIF District creation and management.

Moved by: Petty

Seconded by: Kent

Recommend to amend the job description to include the proposed language regarding economic development and the creation and management of TIF Districts, and approve the revised job description for the City Administrator position

CARRIED (3 to 0)

2.e STH 136 Median Mowing

The city solicits proposals every year for median mowing and noxious weeds & rank growth. Top 2 Bottom remains at \$70 per mowing. Public Safety reviewed this and recommends awarding the proposal to Top 2 Bottom.

Moved by: Kent

Seconded by: Petty

Recommend to accept the proposal from Top 2 Bottom for the STH 136 Median Mowing.

CARRIED (3 to 0)

2.f Noxious Weeds & Rank Growth Proposal

The city received only one proposal again this year, with very little price increase from last year.

Moved by: Kent

Seconded by: Petty

Recommend the accept the proposal from Sunrise Property Care for the Noxious Weeds & Rank Growth.

CARRIED (3 to 0)

2.g 2024 Public Works Projects

T. Pinion noted that the public works projects are advertisements for bid and awarded to the lowest bid. He briefly explained each project and the bids received. It was recommended unanimously by Public Safety to accept the lowest bids as presented.

Moved by: Petty

Seconded by: Kent

Recommend to accept the lowest bids received and authorize the agreements for the 2024 Public Works Contracts for asphalt paving, asphalt pavement materials, asphalt patching, concrete curb and gutter & sidewalk repair, crushed aggregate base course, and concrete and asphalt crushing.

CARRIED (3 to 0)

2.h DOT Utility Easements

T. Pinion explained that this is the same ADA Curb Ramp project that we sold City owned right-of-way to the DOT last year. The DOT has now purchased other right-of-way and they are requesting we release our rights with no compensation. We are not risking anything but it cleans up for real estate acquisition so the project can proceed. This is primarily a house keeping item, recommended unanimously by Public Safety.

Moved by: Petty

Seconded by: Kent

Recommend to approve the Temporary Construction Easement(s) and/or Release of Rights to the Wisconsin Dept. of Transportation (DOT).

CARRIED (3 to 0)

2.i Dominion Due Diligence Group (D#G), HUD Part 58 Review

The applies to the Corson Square property located on 10th Street. We did a Phase 1 environmental site assessment of this property and part of the HUD requirement is that we need to hire someone to review the site assessment. This is a resolution authorizing us to hire Dominion Due Diligence Group (D3G) to review the site assessment. This will be paid for by the Community Development Authority (CDA).

Moved by: Kent

Seconded by: Petty

Recommend authorizing the Interim-City Administrators to accept and enter into agreement with Dominion Due Diligence Group (D3G) to serve as a consultant for the CDA and City for the HUD Part 58 review, for a price not to exceed \$9,100.00.

CARRIED (3 to 0)

3. Information Items

None.

4. Discussion Items

None.

5. Adjournment

Moved by: Petty

Seconded by: Kent

That the meeting adjourn at 6:41pm.

CARRIED (3 to 0)

16. CLOSED SESSION

Moved by Sloan, seconded by Kolb, to go into Closed Session. The Mayor announced that the Council will consider moving into Page 2 of 3 Closed Session pursuant to §19.85(1)(c), Wis. Stat., to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically a review of potential City Administrator applicants and developing an interview timeline.

17. OPEN SESSION

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

18. ADJOURNMENT

Moved by: Kolb

Seconded by: Hazard

That the meeting adjourn at 7:57pm.

Motion: CARRIED

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2024 -

Dated: April 9, 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 April 2nd, 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 "Class B" Wine Picnic License:

- Downtown Baraboo Inc., Spring Wine Walk, 5-3-2024

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

Motion:

Second:

Certified by Clerk: _____

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.

Baraboo Bluffs Estates

- ◇ City of Baraboo • General Development Plan (GDP) of Proposed Development - Amendment •
- ◇ Submitted February 15, 2024 •

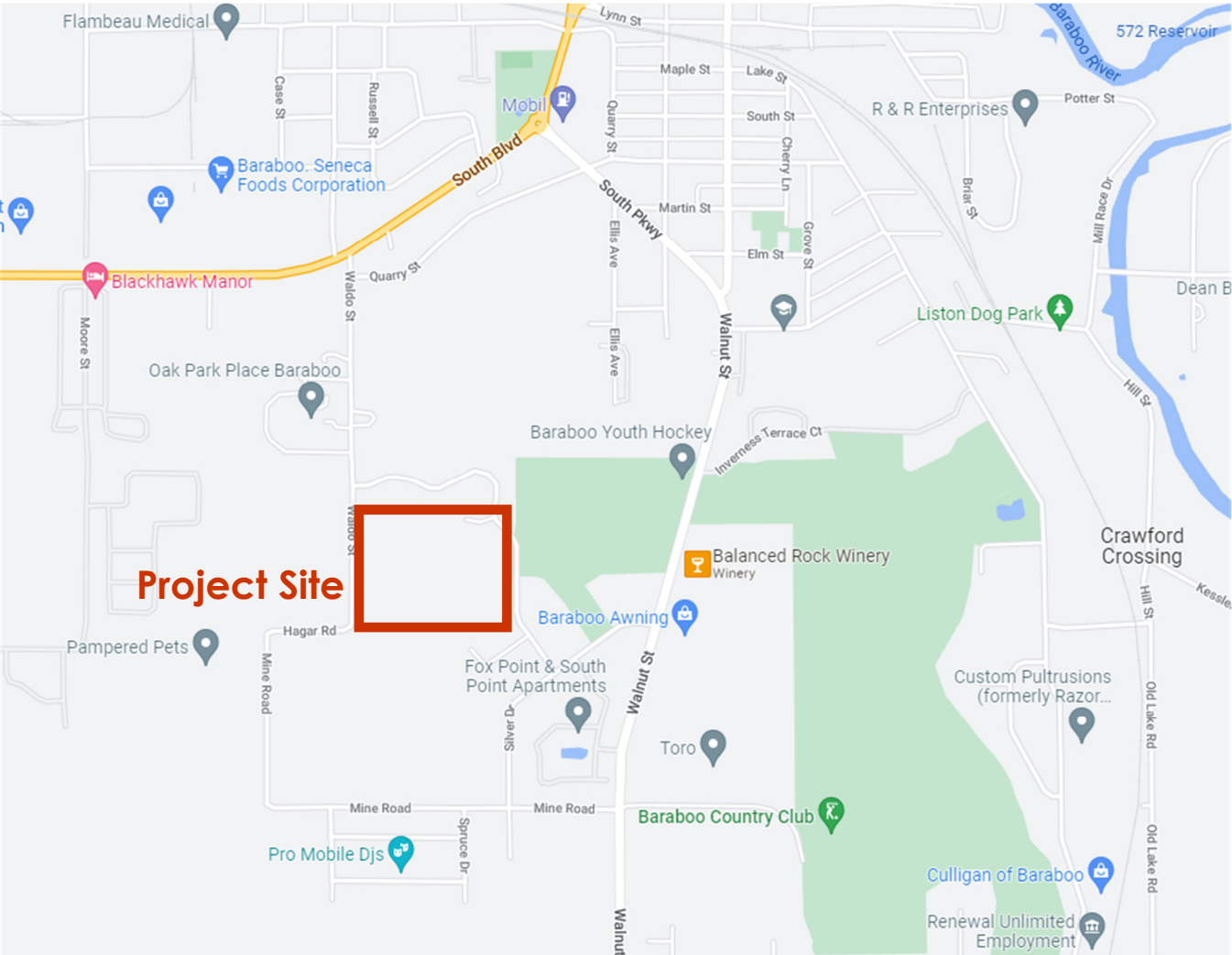


Table of Contents

General Development Implementation Plan Amendment Submittal..... 1

Comprehensive Plan Land Use Location Map Appendix A

Concept Plan.....Appendix B

Typical Sections.....Appendix C

Traffic Study Appendix D

Building Plans.....Appendix E

Developer

Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
608-345-1905
C/O: Bjorn Kaashagen (bjorn@bjkci.net)

Engineer, Surveyor & Planner

Vierbicher
400 Viking Drive
Reedsburg, WI 53595
608-402-6379
Matt Muchow, PE (mmuc@vierbicher.com)



General Development Plan

Introduction

The Baraboo Bluffs Condominium development was previously approved by the City in 2022. At the time of approval, the GDP included an 85-unit condominium development on the property using a mixture of 2-unit and 3-unit buildings, with an interior network of private roads. After approval, Phase 1 of the project was completed including overall lot grading, stormwater management, the Phase 1 infrastructure on Louis Lane, and construction of 4 buildings on the south side of Louis Lane.

After this phase of construction has been completed, the overall interest in the buildings has been less than expected due to concerns over the Condominium Declaration documents and monthly maintenance fees. To create additional interest, the GDP will be amended to convert the current condominium development to a more traditional residential subdivision. The amended GDP includes narrower road right of ways, reduced building setbacks, and duplex buildings that are converted to side-by-side single-family attached dwellings. The clubhouse that was included for the condominium development is being converted to a duplex.

The existing GDP included 85 residential units. The updated GDP includes 86 residential units. The table below list the number of buildings by type and number of dwelling units.

Project Description

Phase 1 (already completed): Phase 1 included mass grading and the construction of the stormwater retention pond. In addition, utilities will be run through the center of the property. The main west—east road (Louis Lane) was constructed including the street and utilities to serve the units on either side of Louis Lane. Six buildings including one small duplex, two large duplexes, and a mix of 3—1 and 2 story three-unit buildings were approved as part of the Phase 1 SIP. Four buildings have already been constructed.

Phase 2: Will start with the units on the south side of the property along Gust Road and Pitt Place.—Phase



2 will begin after the Phase 1 buildings sell and will start when demand warrants.

Phase 3: Will be the construction of the remaining streets and residential units. Phase 3 will also depend on the housing demand. Phase 3 may be split into several phases depending on demand and the overall market at the time of development.

Project Specifics

Specific project themes and images.

See Appendix B and C.

Dwelling Unit Types

Building Type	Approximate Number of Buildings	Units
Two Unit Condo	19	38
Three-Unit Condo	16	48
Total	35	86

There will be a variety of dwelling units; typically one and two-story buildings. Typical dwelling units will range from approximately 1,400 square feet to 2,200

square feet with two to three bedrooms, two bathrooms, and attached garages. The floor plans will be open for maximum flexibility. Bedrooms will be on the upper level with several units having master bedrooms on the main floor. The units will have patios and porches to connect to the outside environment.

The exterior will be of a traditional and craftsman design. There will be a variety of building design images. The buildings will have sloped roofs with dimensional shingles. The exteriors will have a variety of low-maintenance finishes, including SmartSide siding, vinyl windows, masonry and cultured stone. Exterior elevations of the buildings are included in the appendix.

Specific Residential Densities

There will be 19 two-unit buildings; and 16 three-unit buildings for a total of 86 units. The project site is approximately 19 acres in size, the resulting density is 4.52 dwelling units per acre.

Sustainable Building Practices

The development will utilize sustainable building practices where practical, including, but not limited to the following:

- Window with a U-factor of .28
- Doors with more than ½ lite will have a U-factor of .30
- LED light fixtures
- Energy star appliances
- Low flow plumbing fixtures
- Duct insulation in attics of R-8 rating
- Wall and ceiling insulation as listed below
- Wall insulation with a U-factor of 0.051
- Ceiling insulation with a U-factor of 0.027

Specific Treatment of Natural Features

The project will be designed and constructed to blend with the natural topography. In future phases several dwelling units may have exposed, accessible lower levels that will be cut into the hillside to create a

walk-out.

A two cell stormwater management system was constructed on the eastern side of the site. The cells will include a dry infiltration basin and a wet basin and they are approximately 0.92 acres in size. The stormwater system was designed to meet regulatory requirements and will be designed to accommodate the 1-year through 100-year storm events.

Specific relationship to nearby properties and public streets

Louis Lane connects Waldo Street to Parkside Avenue. The project will be adjacent to residential development to the north and to the east. The property to the west is vacant woodland and farmland. The property to the south is one single family residential dwelling on a large lot. This proposed development will blend with the neighboring land uses.

Statement of Rationale

Baraboo Bluffs Estates Development will be a new neighborhood on the south side of Baraboo. The development is near Pierce Park and other community facilities. There will be a variety of residences; a mix of one-story and two-story with two or three bedrooms. The Planned Development zoning will provide a clear, logical zoning classification. Planned Development zoning gives the Baraboo Bluffs Estates development the flexibility needed to best utilize the space and will provide the long-term, cost-effective and planned approach to development desired by the City.

Zoning Standards—Exceptions

- A. **Permitted Uses.** Project includes two and three family dwellings.
- B. **Minimum Yard Dimensions.** The principal building lot dimensions will be established with the Plat, as will the rear yard setbacks.
- C. **ROW and Street Widths** The right of way and street widths will be set with the Plat. See attached typical sections that show the proposed widths. The narrower streets will include one way traffic with on-street parking on one side of the

road.

- D. **Setback.** The rear yard and side yard setbacks will be set with the Plat.
- E. **Chapter 18.** A 5' sidewalk will be provided on both sides of the road on all streets, except for on Louis Lane. There is currently an 8' wide path on the north side of Louis Lane.

Curb and gutter will be provided on all streets. Willan Way, Gust Road, and Pitt Place will include narrower streets that and will be one way traffic.

A tree every 40-feet will not be provided but a landscape plan is attached that provides screening throughout the property. In addition, each building will have landscaping adjacent to the building.

Traffic Study

A traffic study was completed for the existing and proposed Waldo Street and South Boulevard intersection. The results of the study are included in Appendix D. The takeaways of the traffic study are:

- The developments combined are anticipated to add about 200 peak hour trips.
- The Hitchcock and Waldo intersections operate with relatively low side street delay.
- Development traffic is expected to have minimal impact on increased delays at the Waldo Street and South Boulevard intersection. Side streets stay at a Level of Service C after full buildout.

The study considered the new traffic the two developments are expected to create and where traffic will go (Exhibit 10). The two developments are Baraboo Bluffs Estates project in addition to a separate planned development to the south. This traffic is primarily anticipated to travel to and from South Boulevard via Waldo Street and South Parkway.

Analysis was also performed to determine how the South Boulevard intersections with Hitchcock Street and with Waldo Street operate currently (Exhibit 5) and with

the developments (Exhibit 16). Existing traffic was counted during and represents weekday morning and afternoon peak hours. The developments are not anticipated to have a significant impact to traffic operations. If drivers find the delay to make the northbound left turn from Waldo Boulevard too long, they are anticipated to shift towards South Parkway so that they may enter South Boulevard using the roundabout where they should experience less delay.

Summary

Baraboo Bluffs Estates development is requesting a GDP amendment to promote and allow the most effective use of the Baraboo Bluffs Estates property. The amendment will provide the most efficient use of the site and promote residential development.

Baraboo Bluffs Estates development began in the fall of 2022 including overall grading, stormwater infrastructure, utilities, the construction of Louis Lane, and 4 buildings on the souths ide of Louis Lane.

The project will consist of duplexes and triplexes that range in size from 1,400 square feet to 2,200 square feet and the units will be one and two-story. Construction of the units will include dimensional shingles, SmartSide siding, cultured stone, single hung windows and shutters. In addition, the units will have decks and porches, at-grade entrances for senior living options with patios.

Once completed, the Baraboo Bluffs Estates development will provide a high quality development that is compatible with the surrounding neighborhoods and consistent with the City's comprehensive plan.

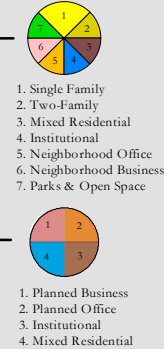
APPENDIX A

Planned Land Use - City

- Roads
- Highway 12 Bypass
- Proposed Roads
- Railroads
- Village of West Baraboo
- Township Boundary
- Parcels
- Baraboo Municipal Boundary
- 3-Mile ETJ
- 1.5 Mile ETJ
- 1/4-Mile Land Fill Buffer
- Rivers, Streams & Creeks
- Operating Extraction Site

Land Use

- Agriculture/Rural/Vacant
- Septic Residential
- Single Family Residential
- Two Family Residential
- Mixed Residential
- Planned Neighborhood
- Neighborhood Office
- Neighborhood Business
- Planned Business
- General Business
- Central Mixed Use
- Planned Mixed Use
- Planned Industrial
- General Industrial
- Landfill/Extraction
- Surface Water
- Institutional
- Parks/Open Space
- Public Lands
- Environmental Corridor
- Urban Reserve Area



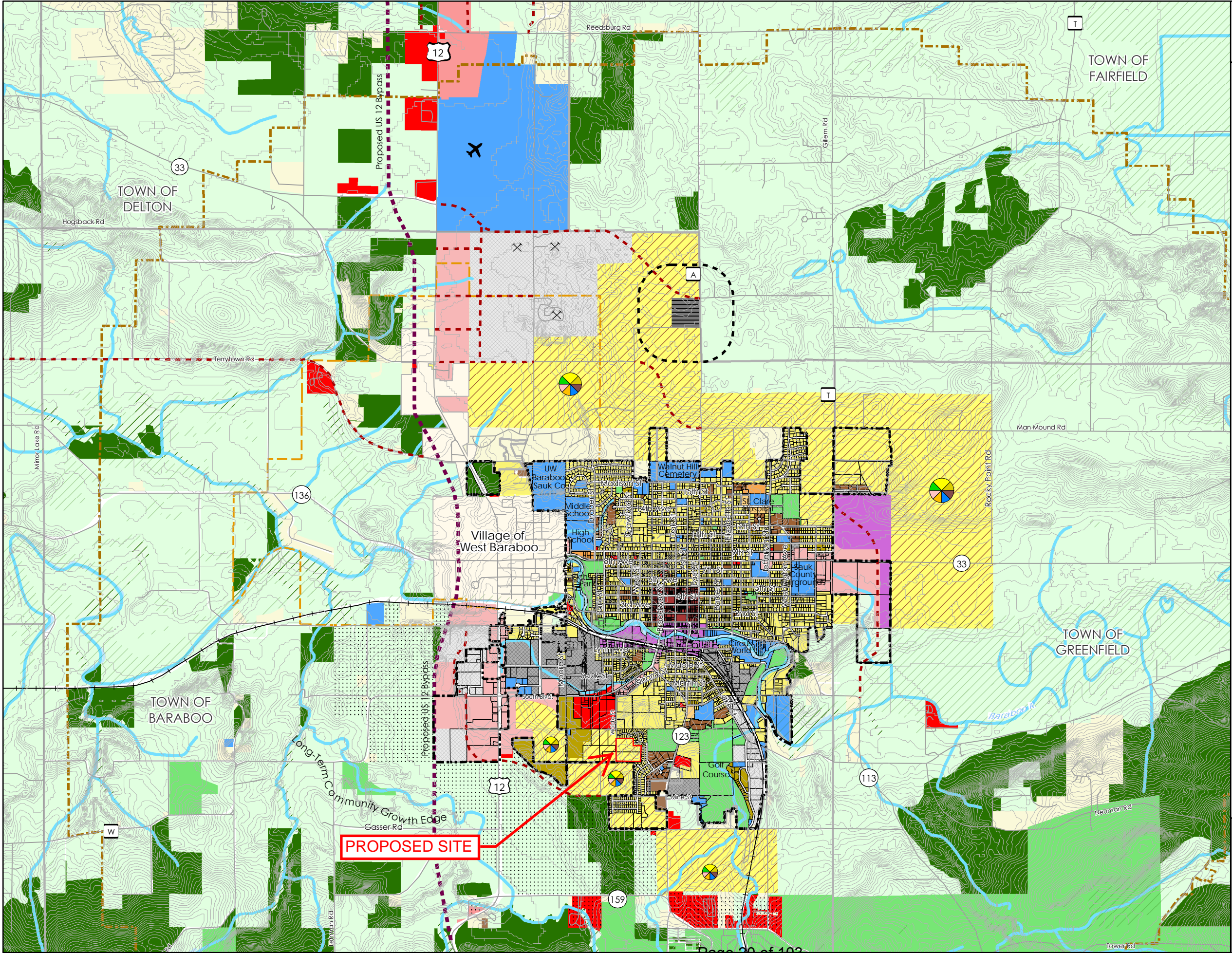
Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision.



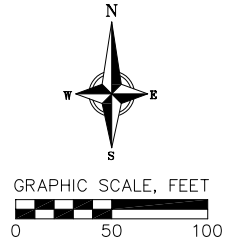
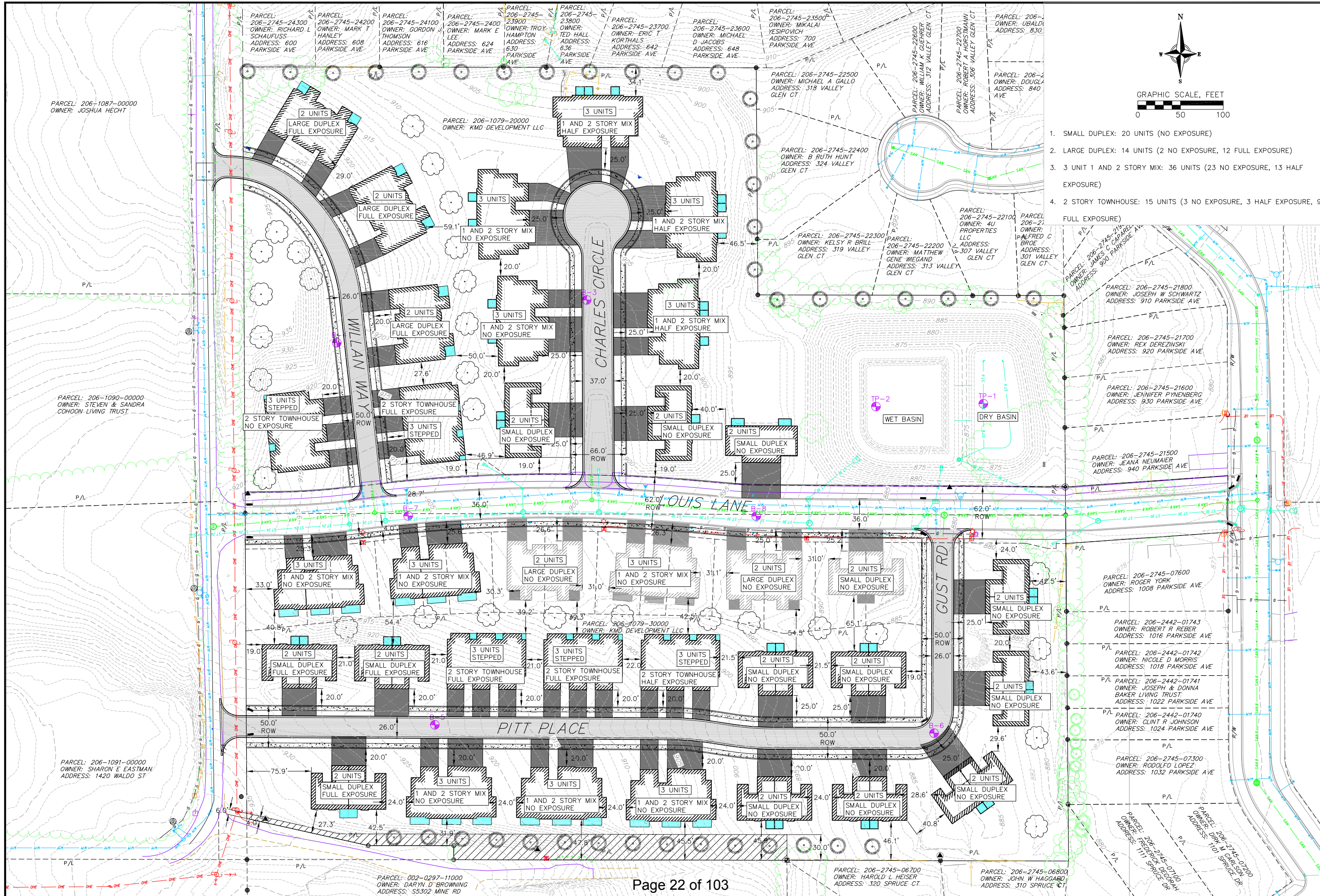
0 0.5 1 Miles



Date: May, 2005
Source: Land Use Field Survey



APPENDIX B

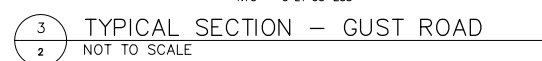


- 1. SMALL DUPLEX: 20 UNITS (NO EXPOSURE)
- 2. LARGE DUPLEX: 14 UNITS (2 NO EXPOSURE, 12 FULL EXPOSURE)
- 3. 3 UNIT 1 AND 2 STORY MIX: 36 UNITS (23 NO EXPOSURE, 13 HALF EXPOSURE)
- 4. 2 STORY TOWNHOUSE: 15 UNITS (3 NO EXPOSURE, 3 HALF EXPOSURE, 9 FULL EXPOSURE)

PHASE 2 - SITE PLAN
BARABOO BLUFFS CONDOMINIUMS PHASE 2
CITY OF BARABOO
SAUK COUNTY, WISCONSIN

REVISIONS		NO.	DATE	REMARKS
DATE		FEBRUARY, 2024		
DRAFTER		JREE		
CHECKED		TBRA		
PROJECT NO.		230207		
SHEET		1 OF 2		

APPENDIX C



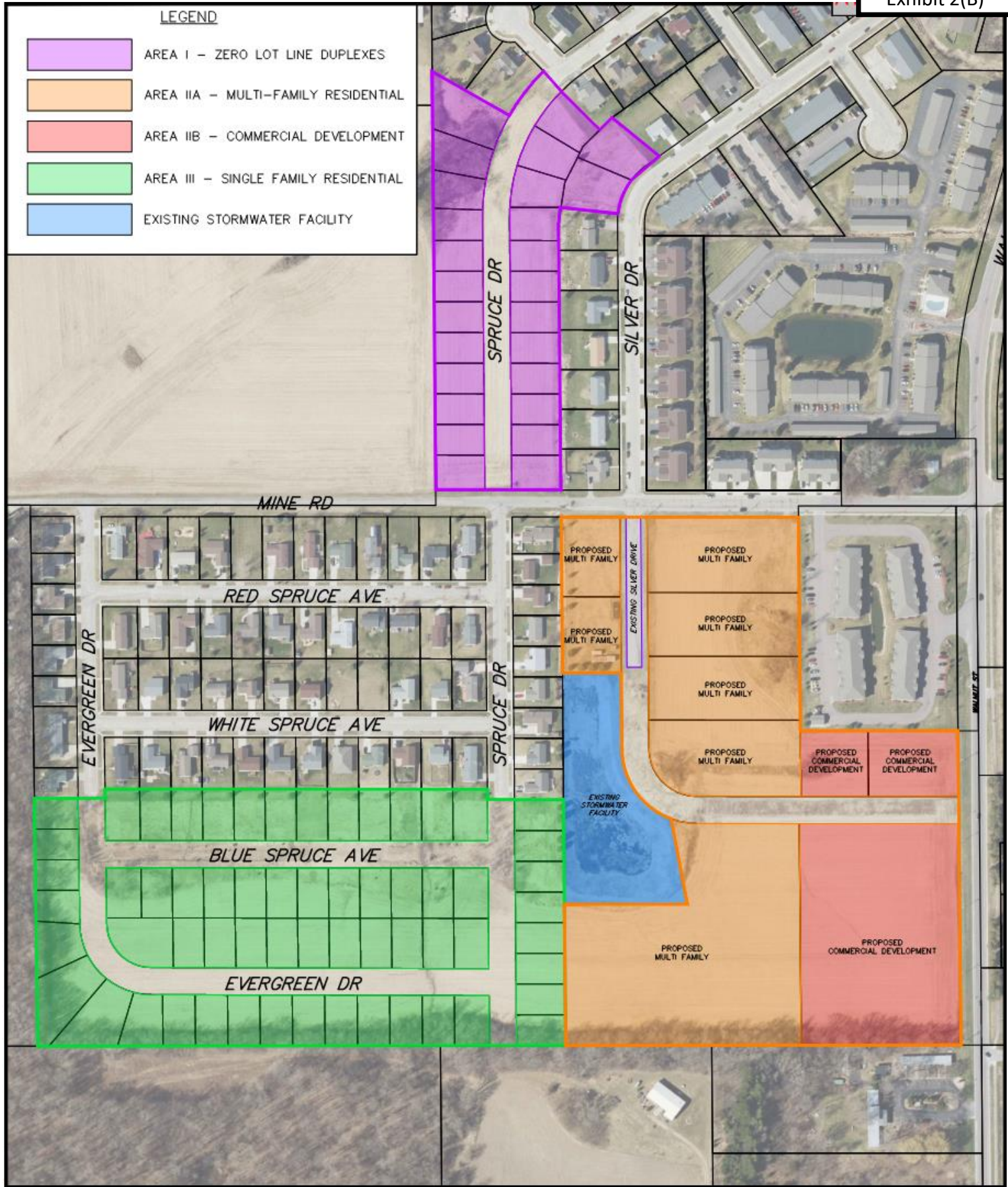
TYPICAL ROAD SECTION
BARABOO BLUFFS CONDOMINIUMS PHASE 2
CITY OF BARABOO
SAUK COUNTY, WISCONSIN

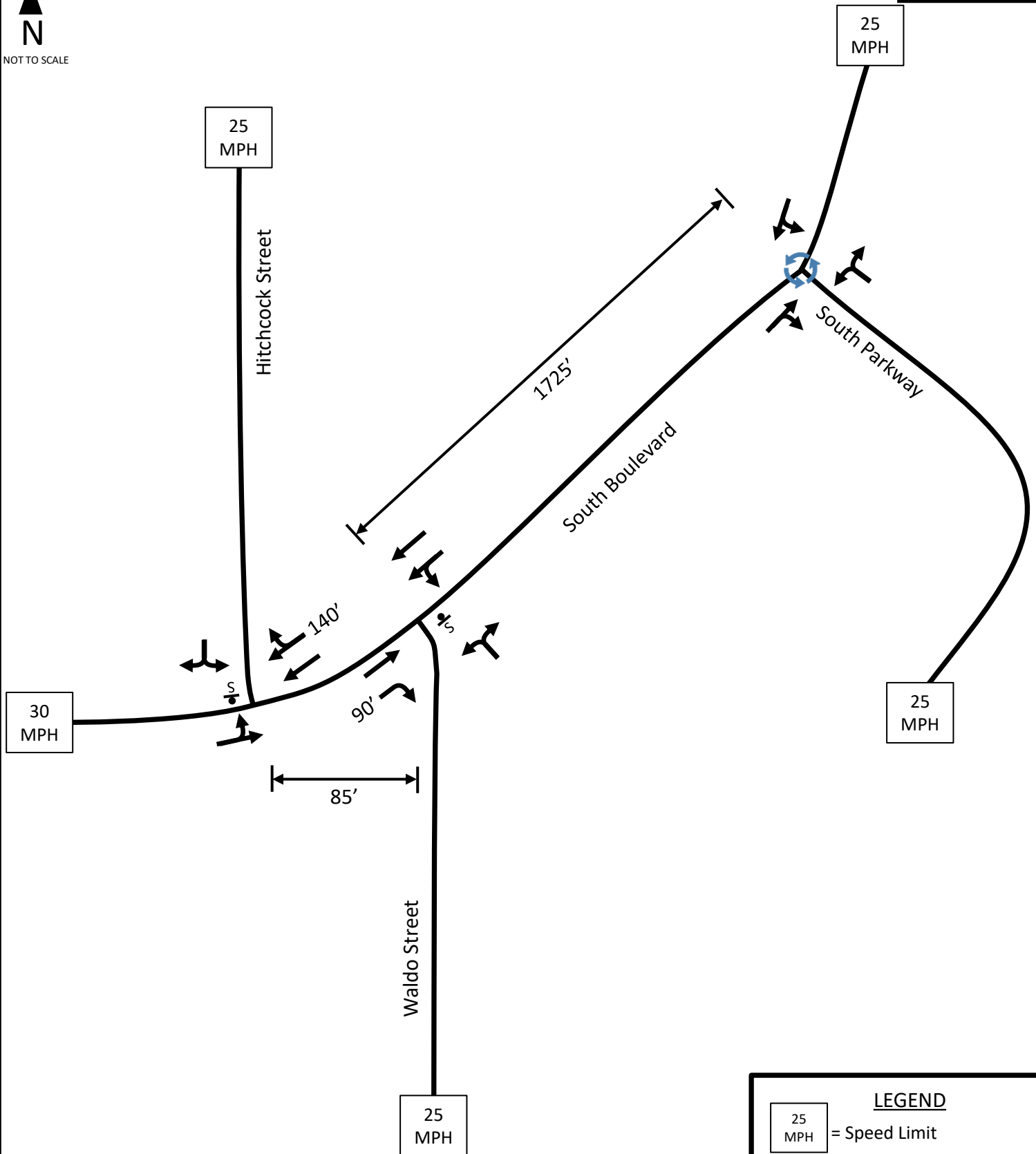
REVISIONS										REVISIONS																			
NO.					DATE					REMARKS					NO.					DATE					REMARKS				
DATE										FEBRUARY, 2024																			
DRAFTER										JREE																			
CHECKED										TBRA																			
PROJECT NO.										230207																			
SHEET										2 OF 2																			

APPENDIX D



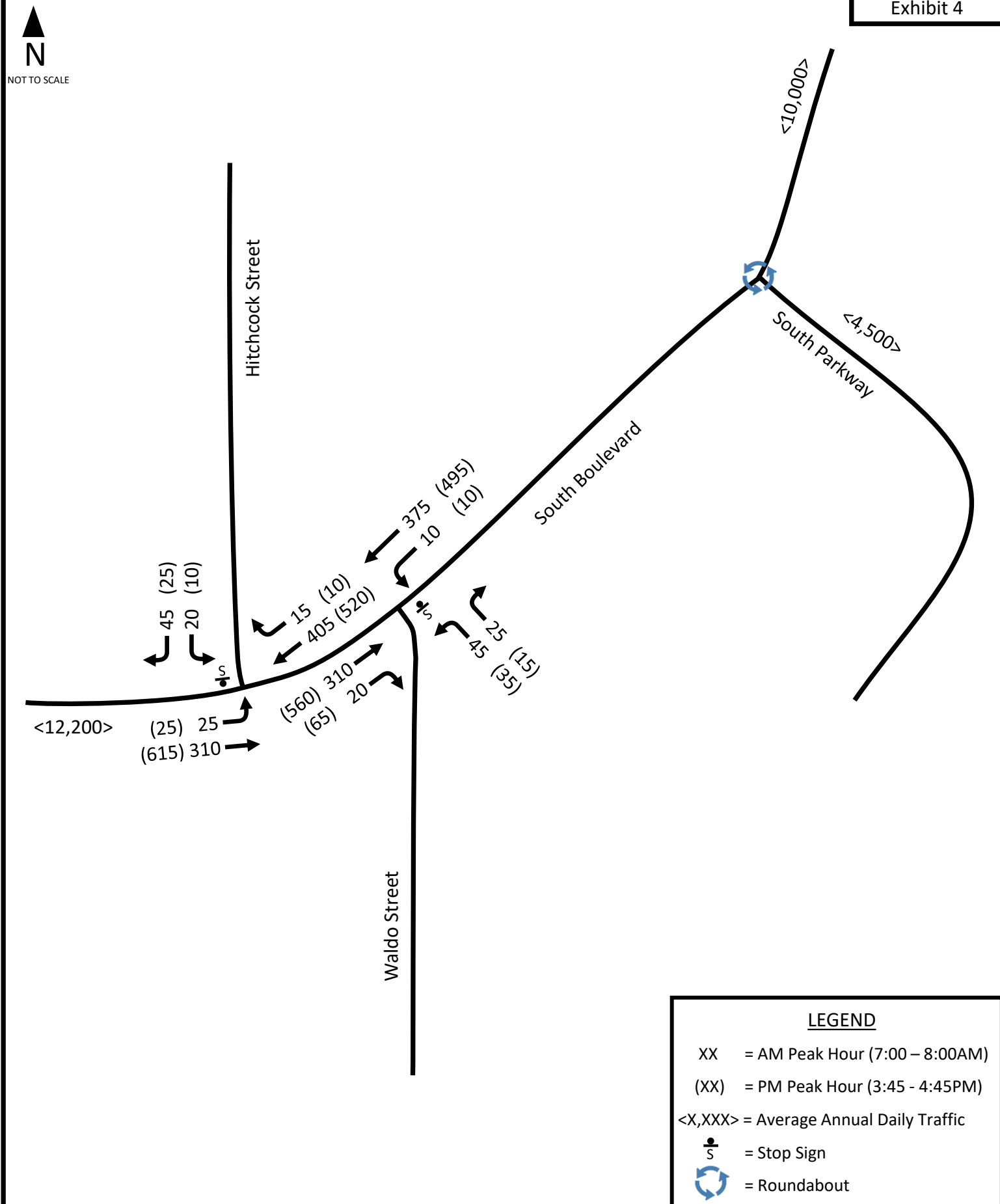






Note: Lane assignments are based on observed operating conditions.

LEGEND	
<div>25 MPH</div>	= Speed Limit
XX'	= Available Storage Length
<div>Stop Sign</div>	= Stop Sign
<div>Roundabout</div>	= Roundabout



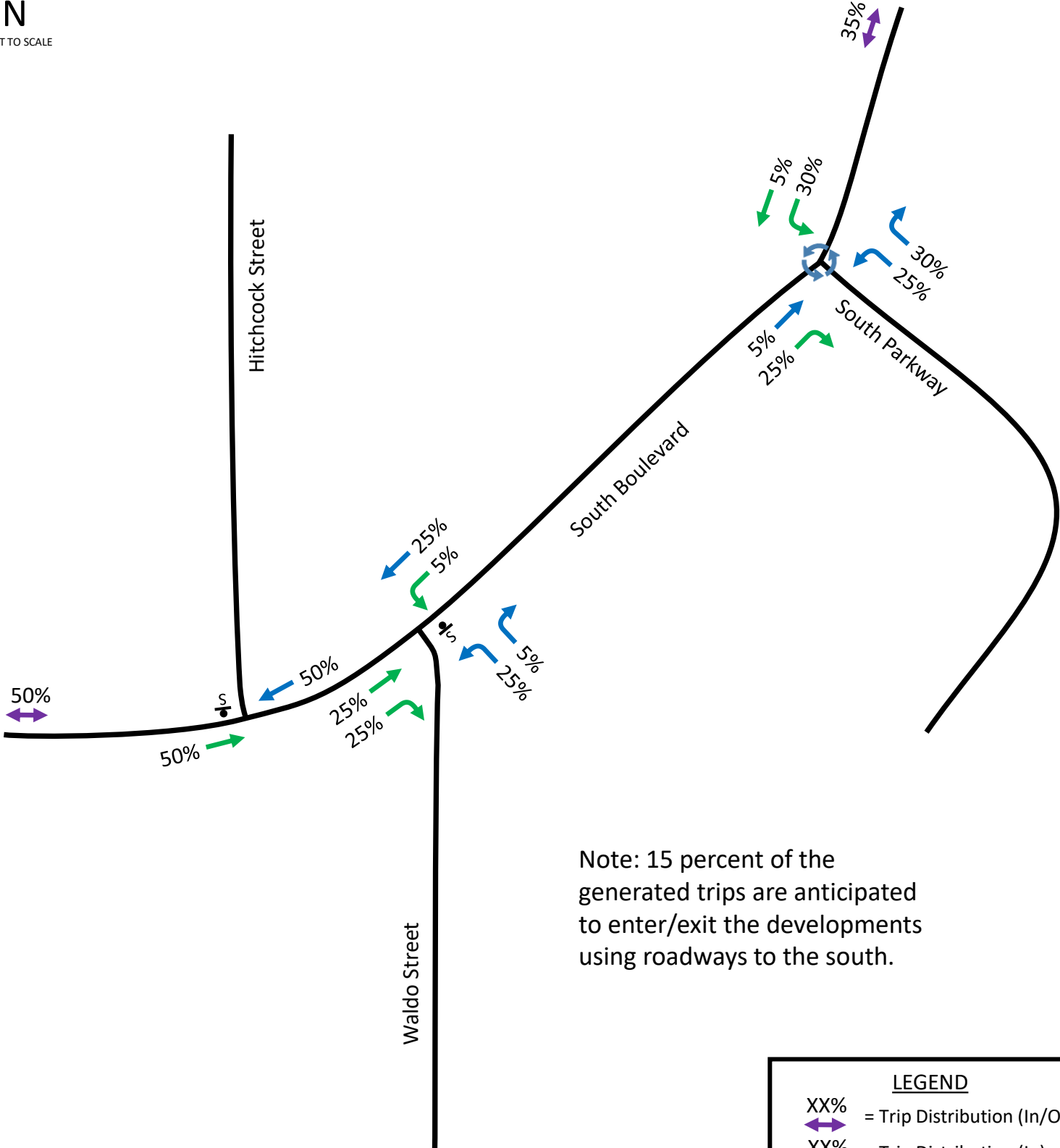
Level of Service by Movement - Existing Traffic Volumes

Intersection	Peak	Movement												Intersection
		Eastbound			Westbound			Northbound			Southbound			
		L	T	R	L	T	R	L	T	R	L	T	R	
South Boulevard & Hitchcock Street	AM	A	A			A	A				C		C	-
	PM	A	A			A	A				C		C	-
South Boulevard & Waldo Street	AM		A	A	A	A		B		B				-
	PM		A	A	A	A		C		C				-

Baraboo Developments Traffic Evaluation

Development Area	ITE Land Use	ITE Land Use Code	Size	Weekday Daily Trips (rate)	AM Peak			PM Peak		
					In (%)	Out (%)	Total (rate)	In (%)	Out (%)	Total (rate)
Area A	Senior Adult Housing - Single-Family	251	85 Dwelling Units	515 (6.06)*	10 (33%)	25 (67%)	35 (0.41)*	25 (61%)	15 (39%)	40 (0.47)*
Area B	Manufacturing	140	36.5 1000 Sq. Ft. GFA	340 (9.32)*	25 (76%)	5 (24%)	30 (0.82)*	5 (31%)	10 (69%)	15 (0.41)*
	Specialty Trade Contractor	180	10.7 1000 Sq. Ft. GFA	105 (9.82)	15 (74%)	5 (26%)	20 (1.66)	5 (32%)	15 (68%)	20 (1.93)
	Single-Family Detached Housing	210	61 Dwelling Units	640 (10.49)*	15 (26%)	35 (74%)	50 (0.82)*	40 (63%)	20 (37%)	60 (0.98)*
	Single-Family Attached Housing	215	26 Dwelling Units	150 (5.77)*	5 (31%)	5 (69%)	10 (0.38)*	5 (57%)	5 (43%)	10 (0.38)*
	Multifamily Housing (Low-Rise)	220	104 Dwelling Units	740 (7.12)*	15 (24%)	40 (76%)	55 (0.53)*	40 (63%)	25 (37%)	65 (0.63)*
New Trips				2,490	85	115	200	120	90	210

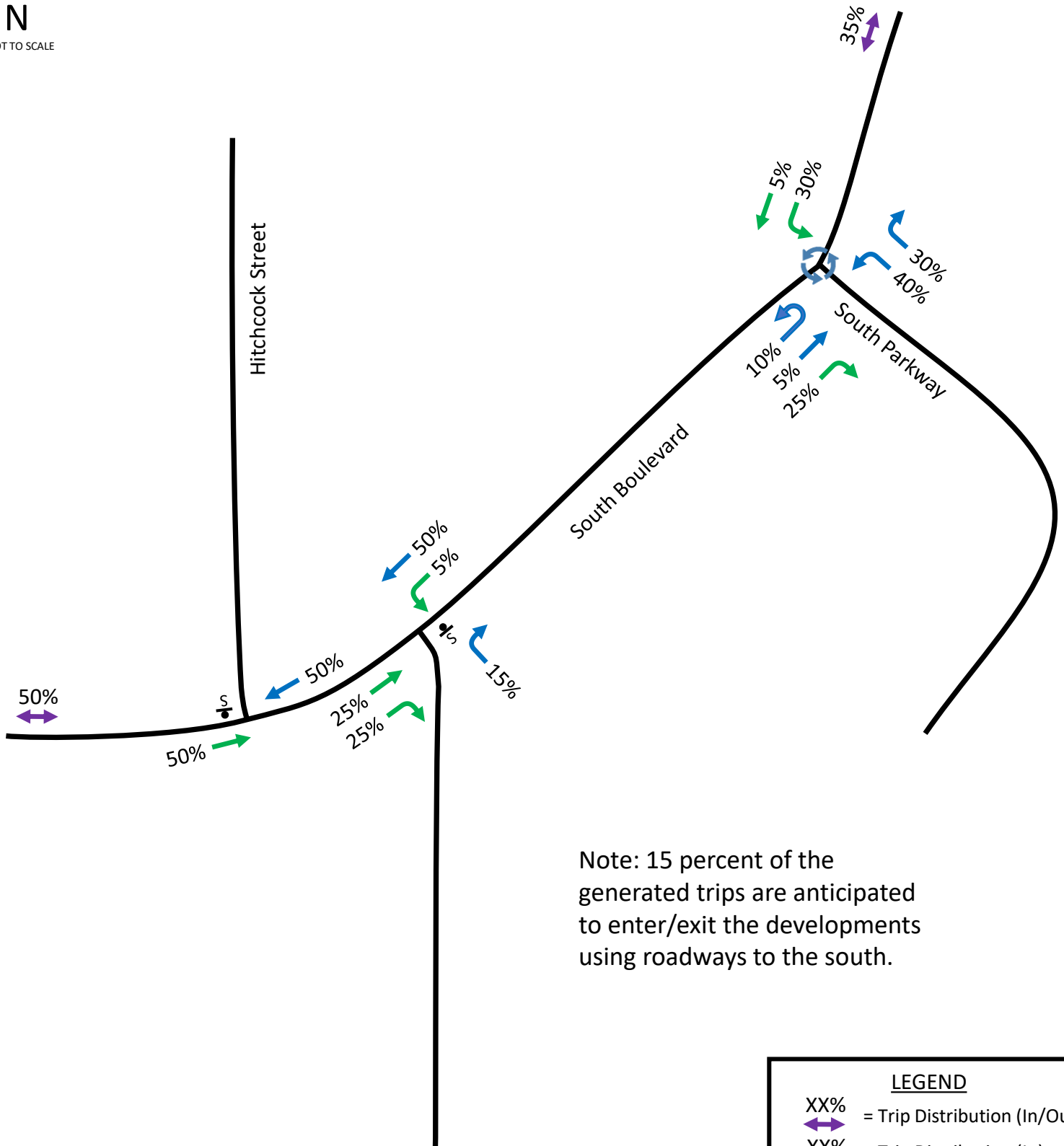
* Fitted curve equation used. Effective rate shown.



Note: 15 percent of the generated trips are anticipated to enter/exit the developments using roadways to the south.

LEGEND

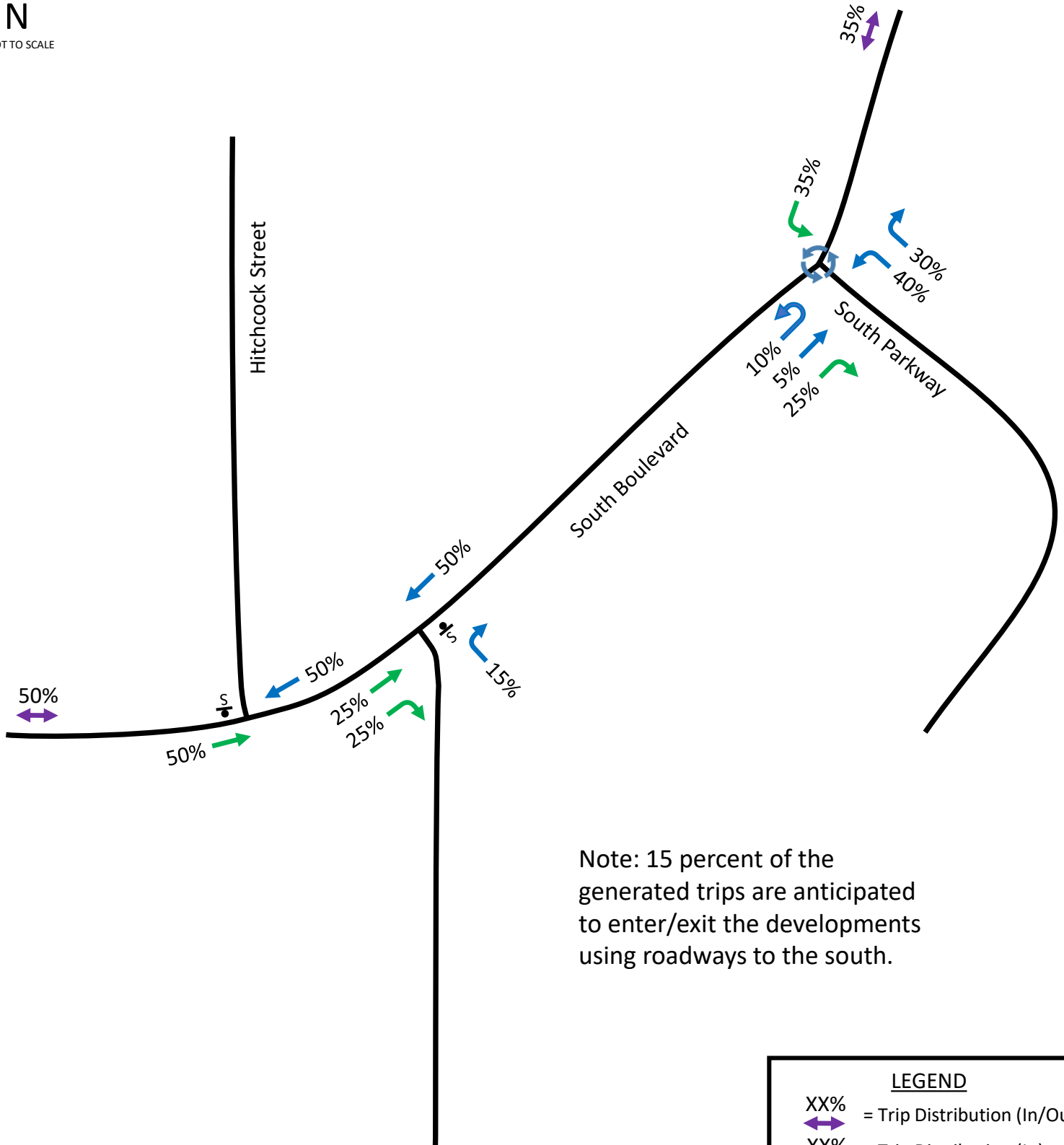
- XX% = Trip Distribution (In/Out)
- XX% = Trip Distribution (In)
- XX% = Trip Distribution (Out)
- Stop Sign = Stop Sign
- Roundabout = Roundabout



Note: 15 percent of the generated trips are anticipated to enter/exit the developments using roadways to the south.

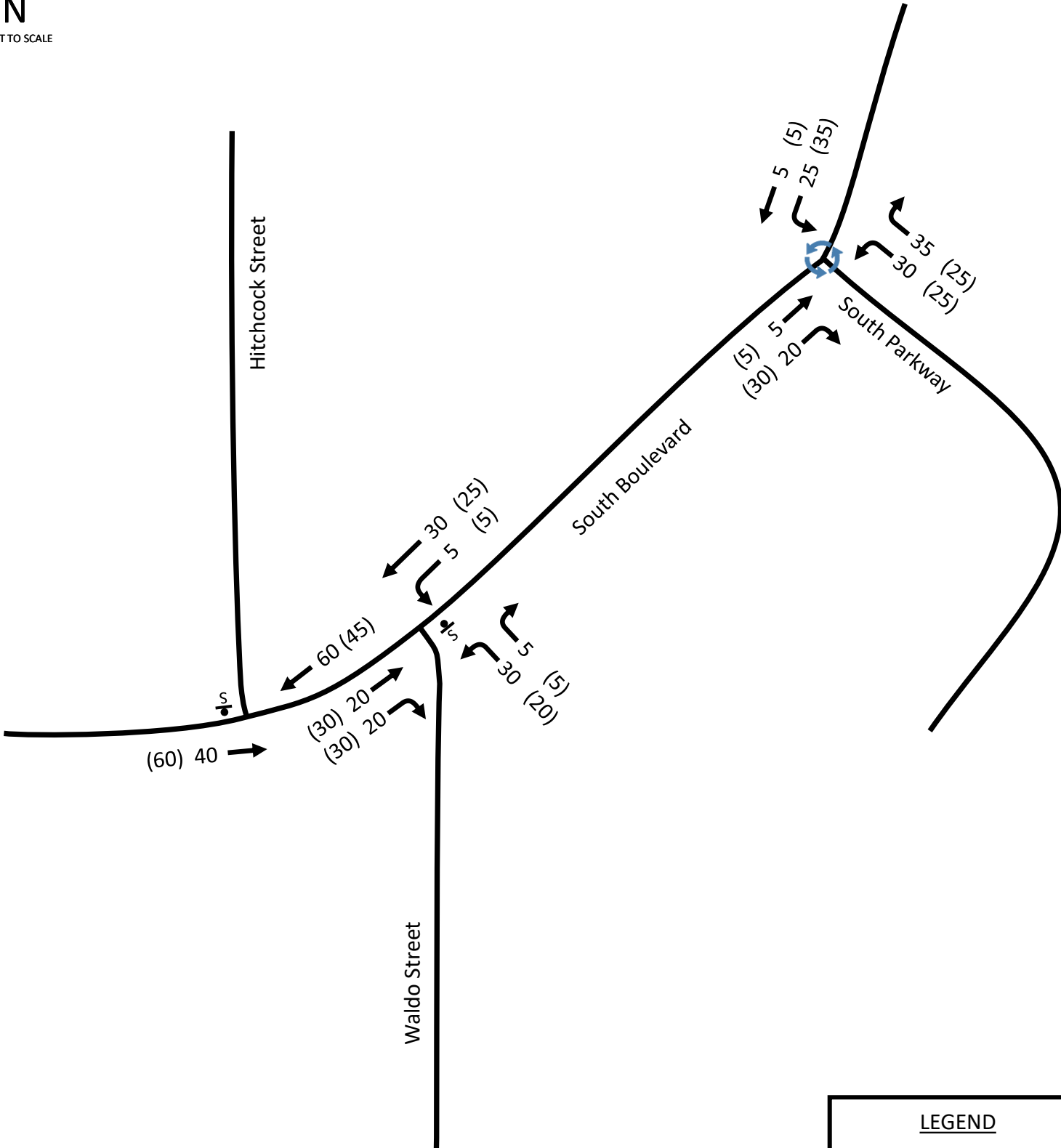
LEGEND

- XX% = Trip Distribution (In/Out)
- XX% = Trip Distribution (In)
- XX% = Trip Distribution (Out)
- S = Stop Sign
- ⬢ = Roundabout



LEGEND

- XX% = Trip Distribution (In/Out)
- XX% = Trip Distribution (In)
- XX% = Trip Distribution (Out)
- ⊙ = Stop Sign
- ⦿ = Roundabout



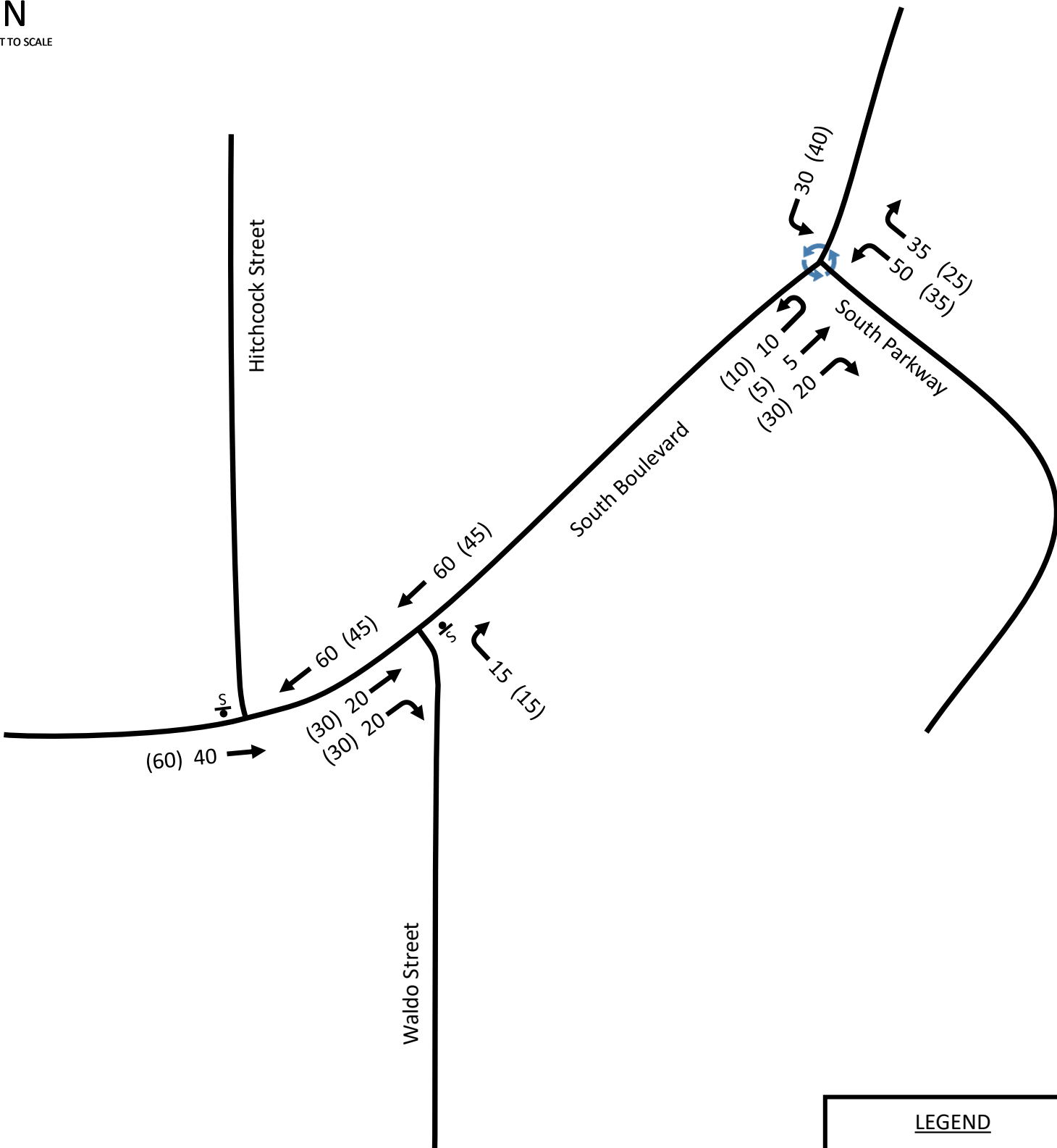
LEGEND

XX = AM Peak Hour

(XX) = PM Peak Hour

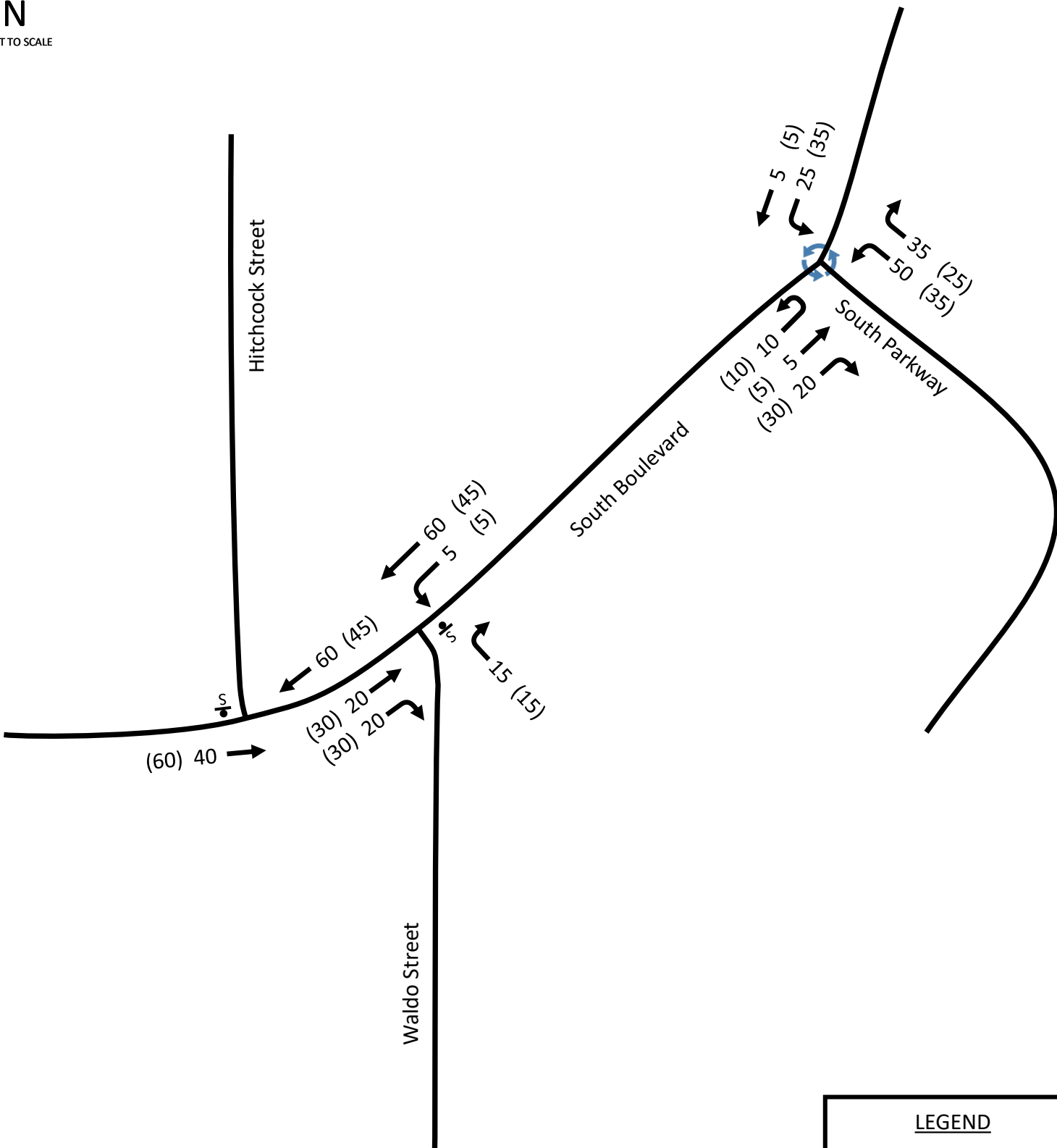
⬮ = Stop Sign

⬮ = Roundabout



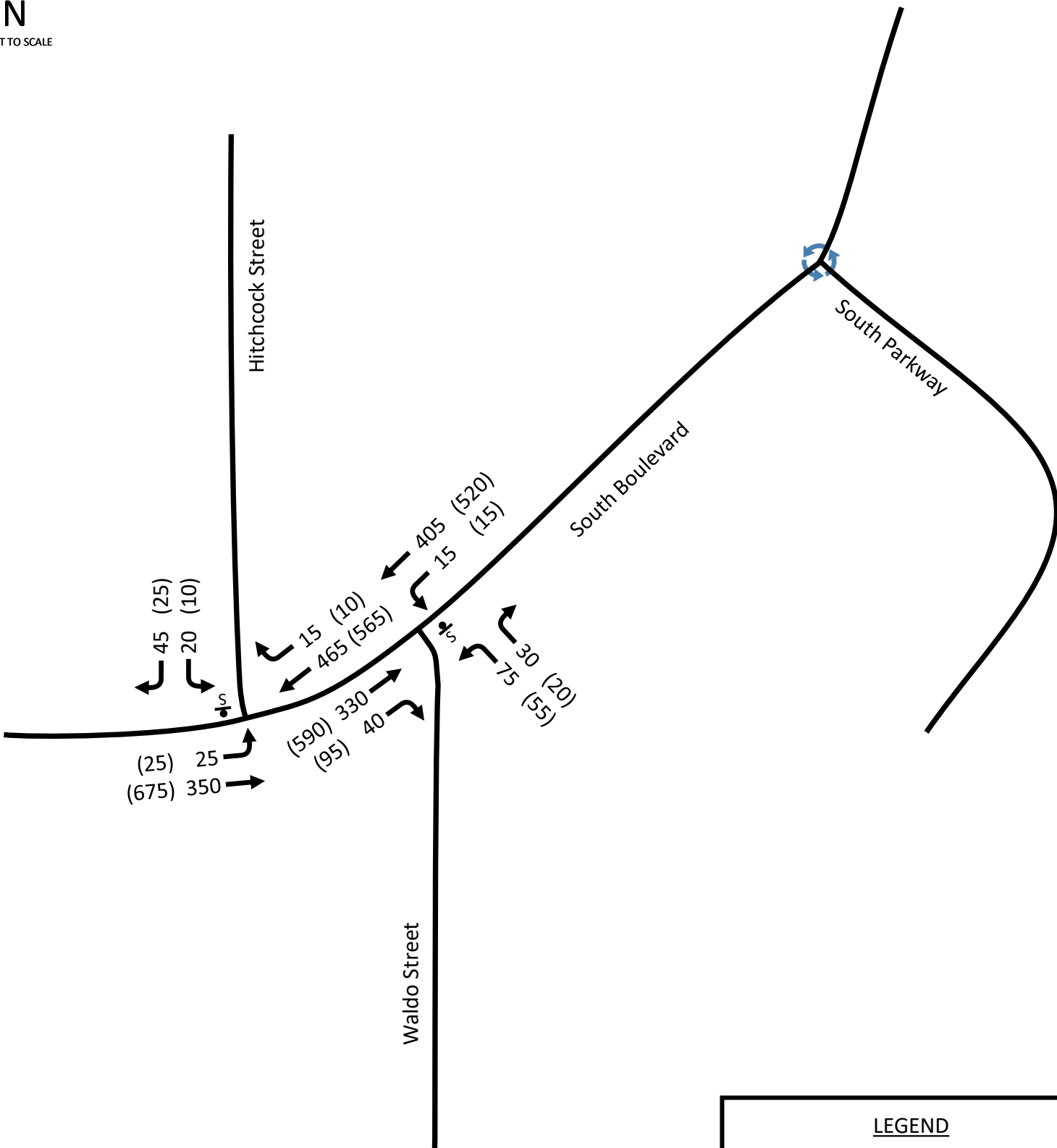
LEGEND

- XX = AM Peak Hour
- (XX) = PM Peak Hour
- ⊠ = Stop Sign
- ⤵ = Roundabout



LEGEND


- XX = AM Peak Hour
- (XX) = PM Peak Hour
- Stop Sign = Stop Sign
- Roundabout = Roundabout




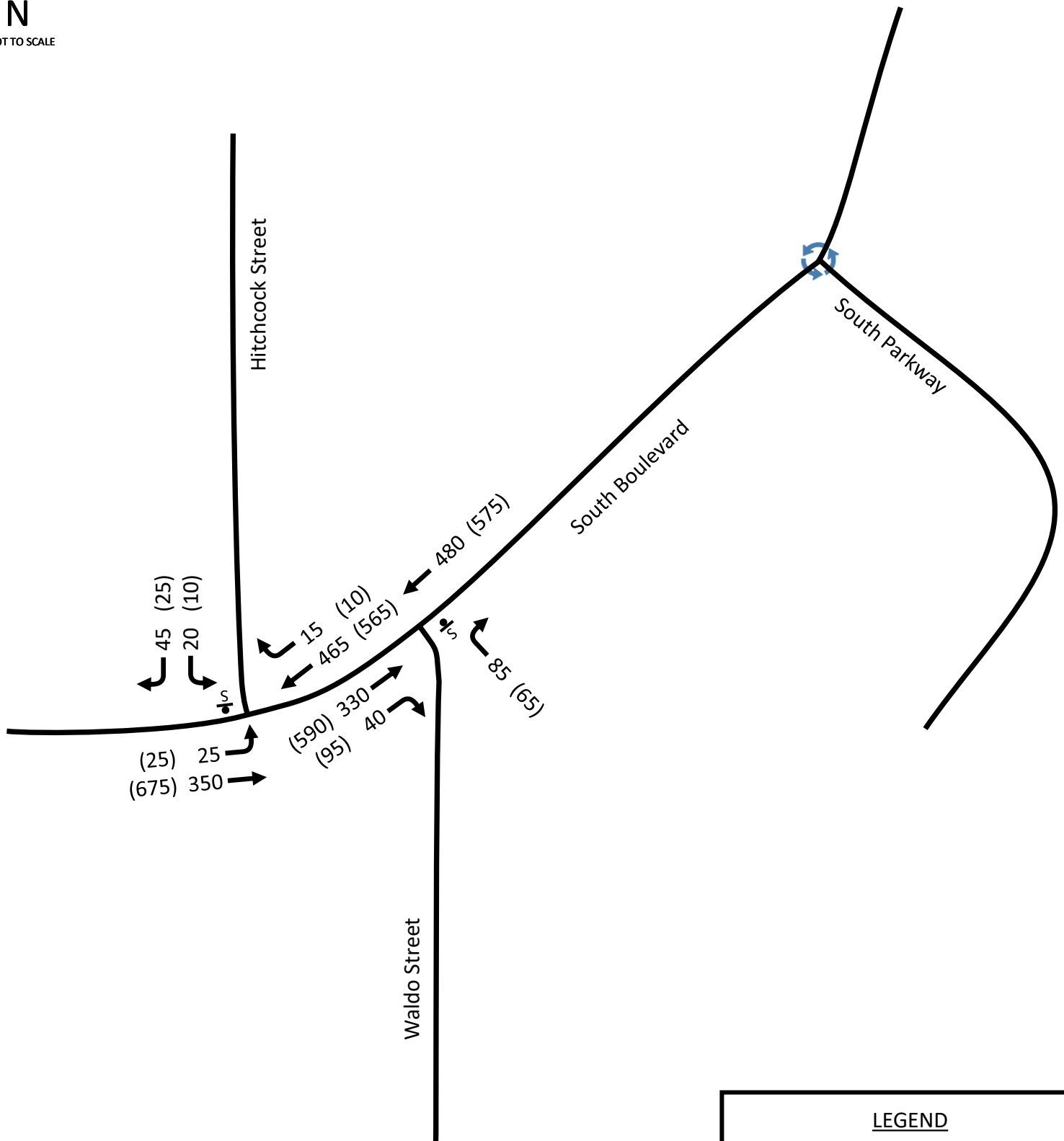
LEGEND

XX = AM Peak Hour (7:00 – 8:00AM)



(XX) = PM Peak Hour (3:45 – 4:45PM)

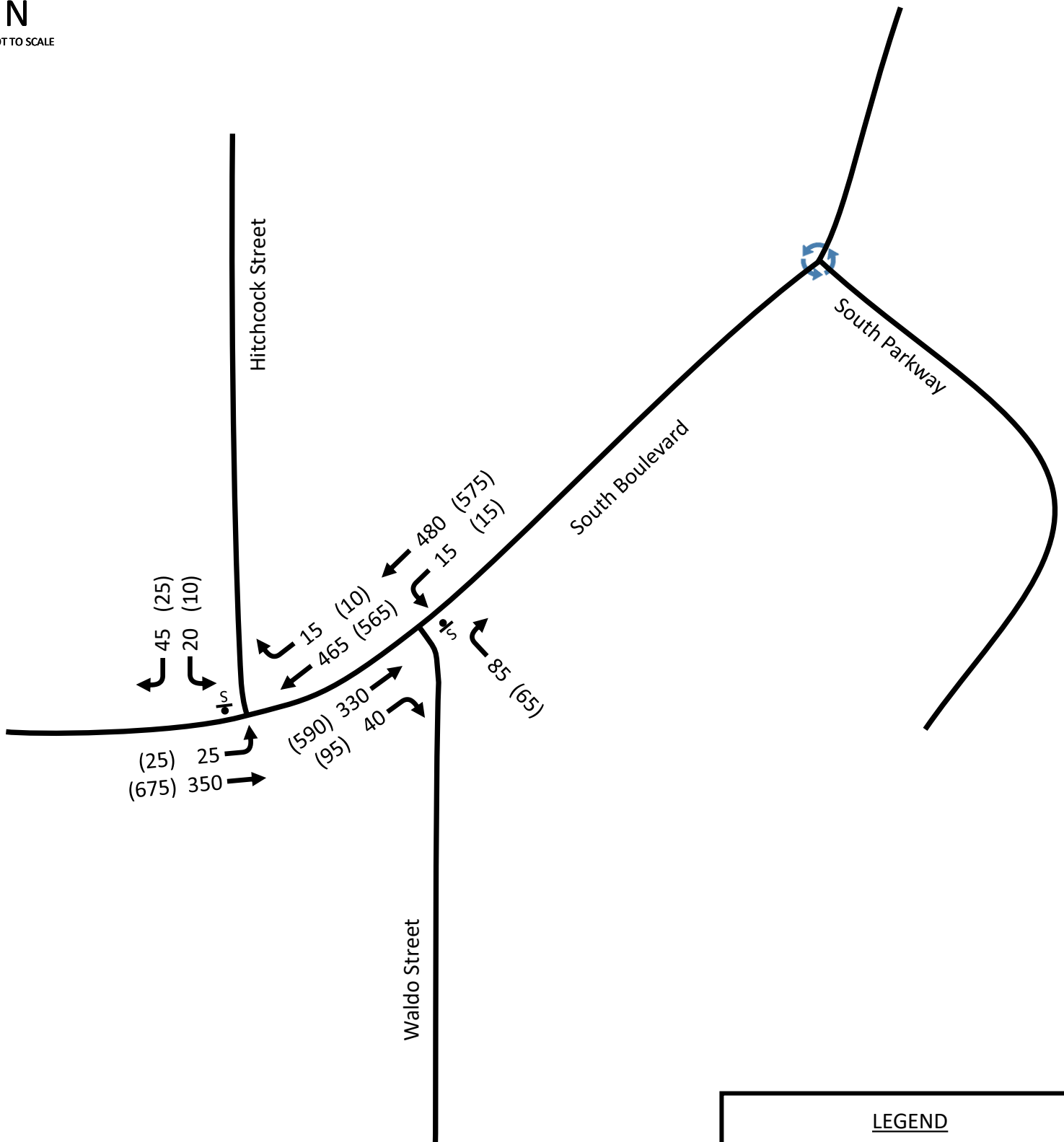
 = Stop Sign

 = Roundabout





LEGEND

- XX = AM Peak Hour (7:00 – 8:00AM)
- (XX) = PM Peak Hour (3:45 – 4:45PM)
-  = Stop Sign
-  = Roundabout



LEGEND

- XX = AM Peak Hour (7:00 – 8:00AM)
- (XX) = PM Peak Hour (3:45 - 4:45PM)
-  = Stop Sign
-  = Roundabout

Level of Service by Movement - Build Traffic Volumes - Full Buildout

Intersection	Peak	Movement												Intersection
		Eastbound			Westbound			Northbound			Southbound			
		L	T	R	L	T	R	L	T	R	L	T	R	
South Boulevard & Hitchcock Street	AM	A	A			A	A				C		C	-
	PM	A	A			A	A				C		C	-
South Boulevard & Waldo Street	AM		A	A	A	A		C		C				-
	PM		A	A	A	A		C		C				-

Level of Service by Movement - Build Traffic Volumes - Waldo Street Right-in/Right-out

Intersection	Peak	Movement												Intersection
		Eastbound			Westbound			Northbound			Southbound			
		L	T	R	L	T	R	L	T	R	L	T	R	
South Boulevard & Hitchcock Street	AM	A	A			A	A				C		C	-
	PM	A	A			A	A				C		C	-
South Boulevard & Waldo Street	AM		A	A		A				B				-
	PM		A	A		A				B				-

Level of Service by Movement - Build Traffic Volumes - Waldo Street Right-in/Right-out/Left-in

Intersection	Peak	Movement												Intersection
		Eastbound			Westbound			Northbound			Southbound			
		L	T	R	L	T	R	L	T	R	L	T	R	
South Boulevard & Hitchcock Street	AM	A	A			A	A				C		C	-
	PM	A	A			A	A				C		C	-
South Boulevard & Waldo Street	AM		A	A	A	A				B				-
	PM		A	A	A	A				B				-

APPENDIX E



Smart Siding

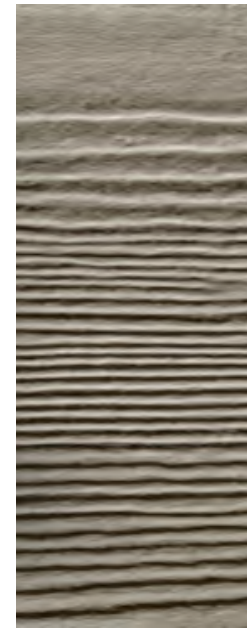


Cultured Stone



Dimensional Shingles





Smart Siding

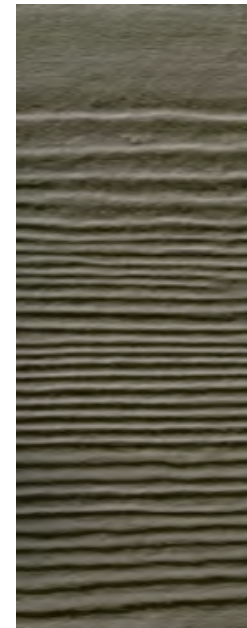


Cultured Stone



Dimensional Shingles





Smart Siding



Cultured Stone



Dimensional Shingles

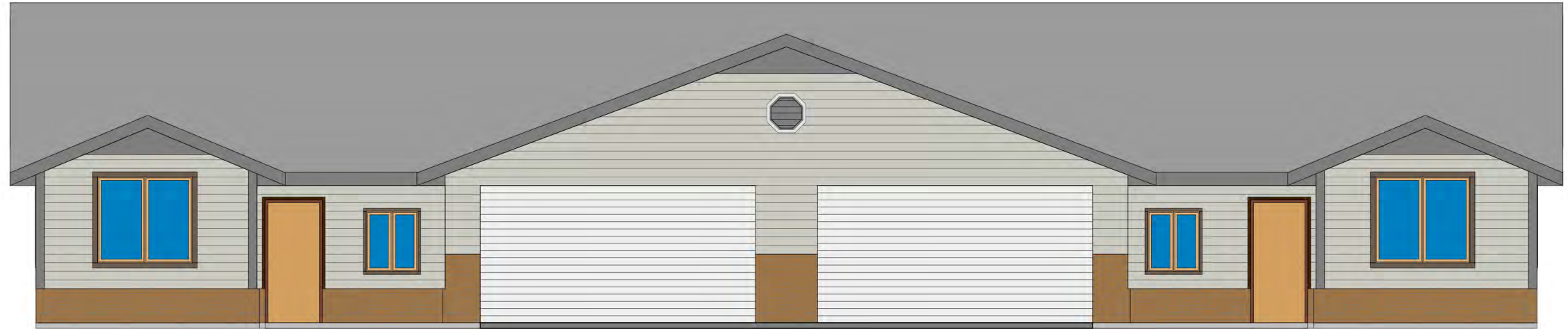




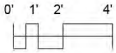
1 Elevation - Large Duplex
1/4" = 1'-0"



2 Elevation - Large Duplex Split Story
1/4" = 1'-0"



3 Elevation - Small Duplex
1/4" = 1'-0"



BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE:	11/01/22
REVISIONS:	

PROJECT # 00000

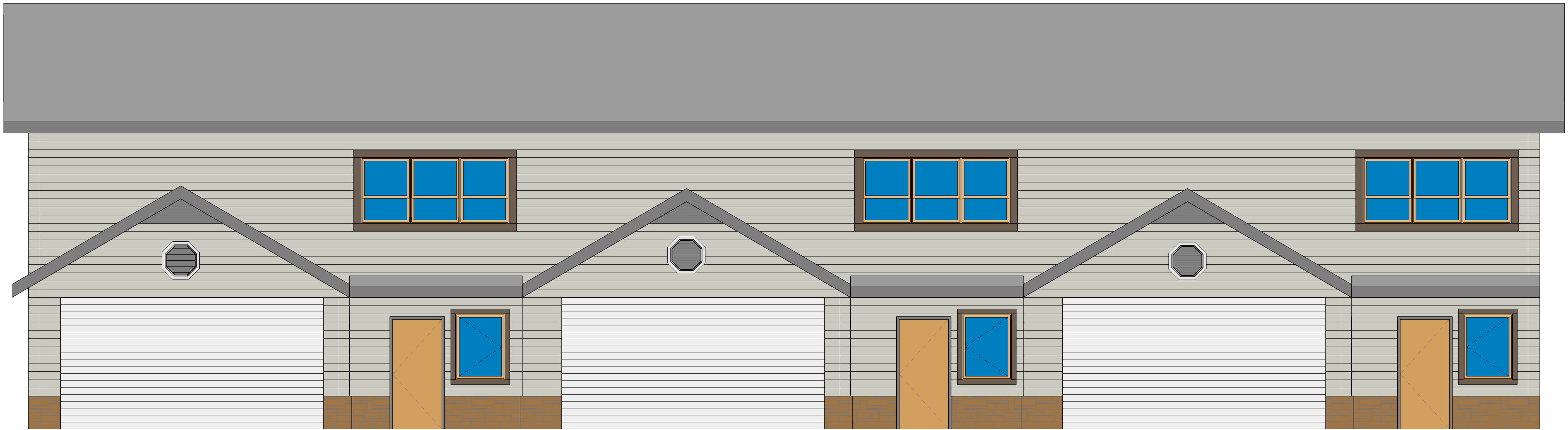
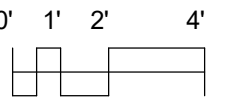
EXTERIOR
ELEVATIONS

A2.2

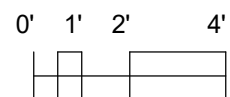
BARABOO HOUSING
MASTER PLAN



3 Elevation - Three Unit Palette 1
1/4" = 1'-0"



1 Elevation - Three Unit Townhome Palette 2
1/4" = 1'-0"



DATE OF ISSUE: 11/01/22

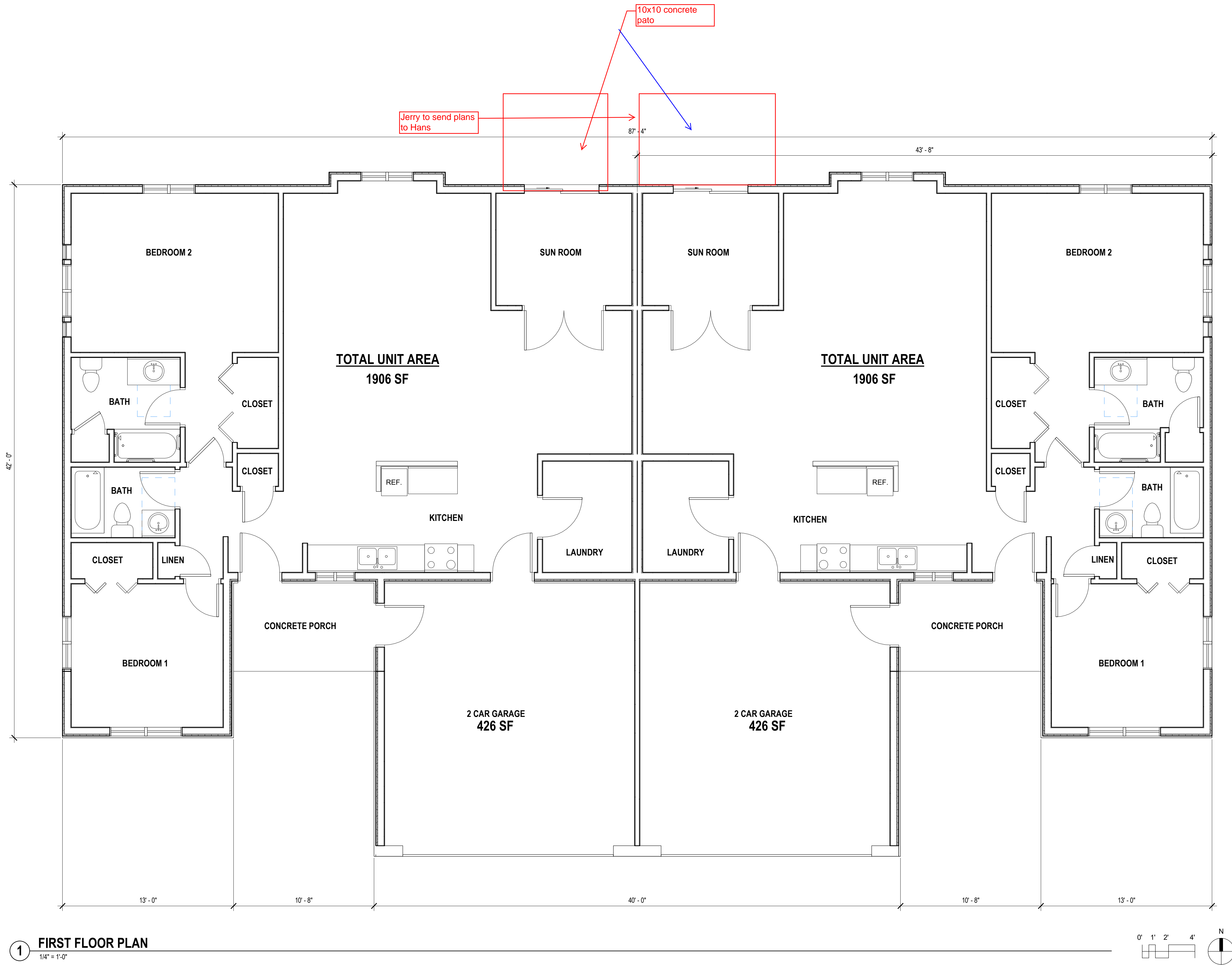
REVISIONS:

PROJECT # 00000

EXTERIOR
ELEVATIONS

A2.1

10/21/2022 3:27:45 PM R:\Project\22038 - Bjorn Kahagen - Baraboo Housing Master Plan - Baraboo VWS - Revit Model\Baraboo Housing Master Plan - Revit Model.rvt



BARABOO HOUSING MASTER PLAN

DATE OF ISSUE: 10/21/22

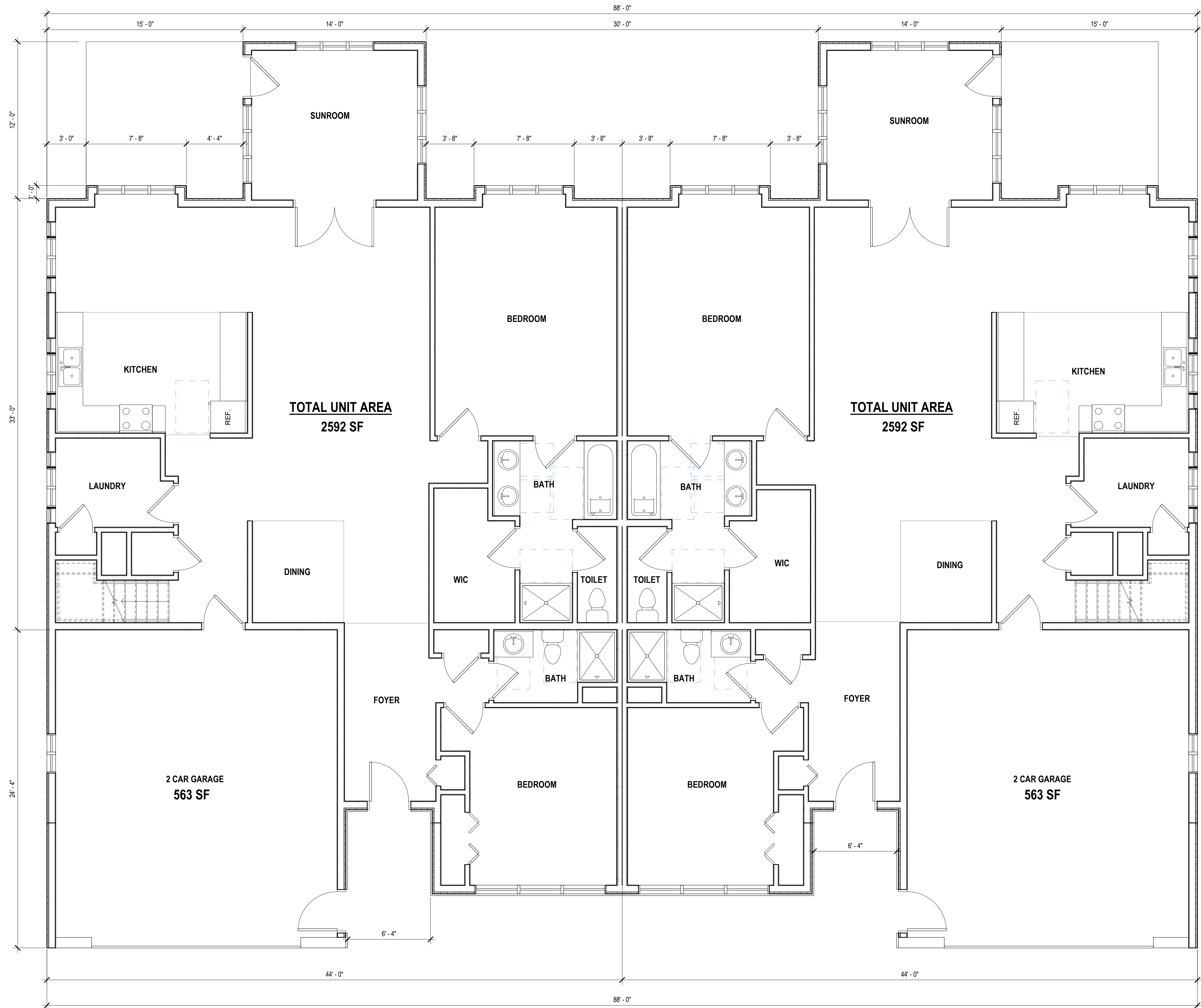
REVISIONS:

PROJECT # 00000

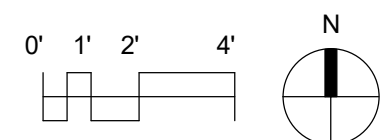
SMALL DUPLEX

A1.1

10/21/2022 3:27:17 PM R:\Project\22038 - Bjorn Kahagen - Baraboo Housing Master Plan - Baraboo VWS - Revit Model\Baraboo Housing Master Plan - Revit Model.rvt



1 FIRST FLOOR PLAN
1/4" = 1'-0"



BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE: 10/21/22

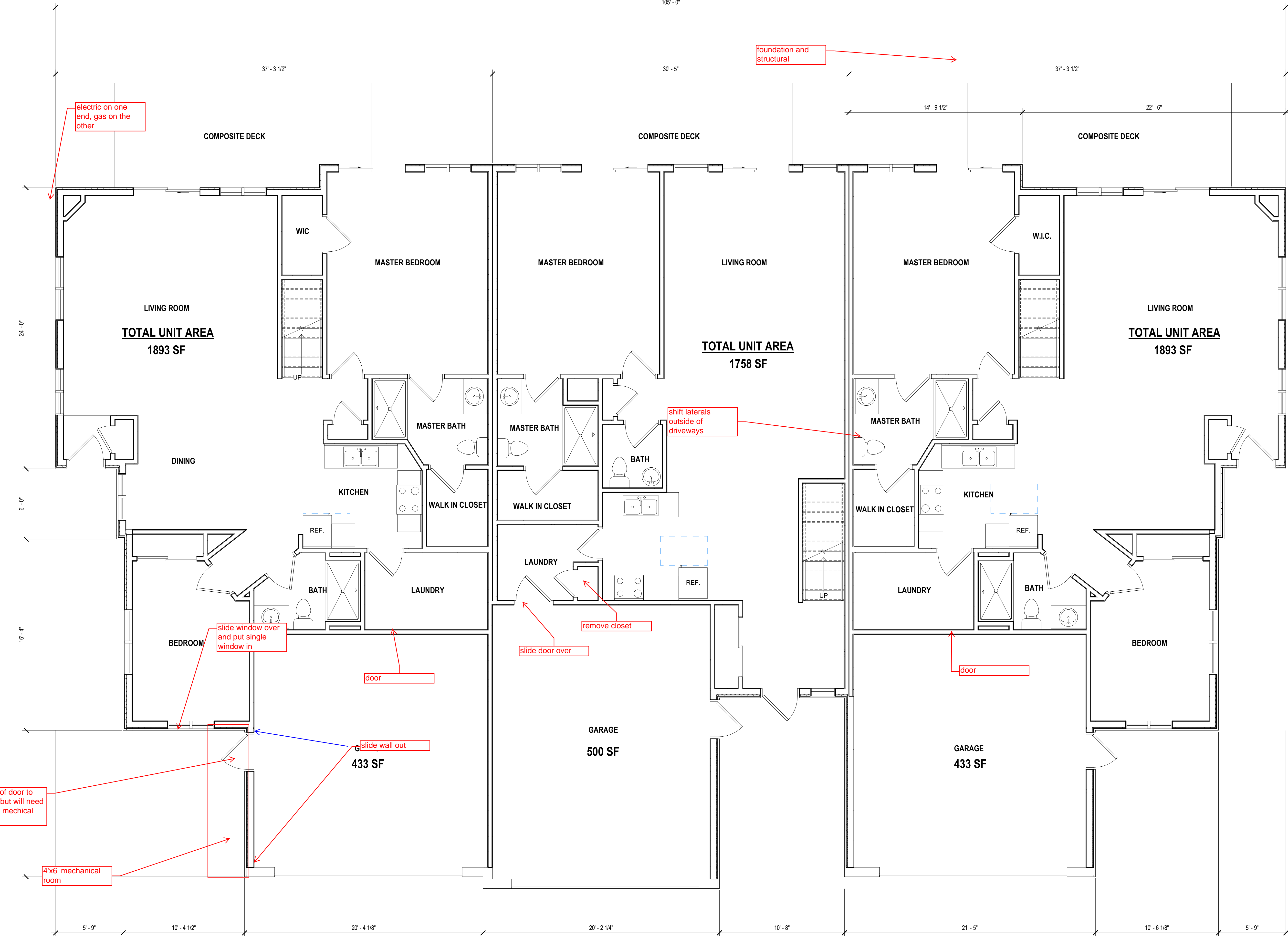
REVISIONS:

PROJECT # 00000

LARGE DUPLEX

A1.2

10/21/2022 3:27:48 PM R:\Project\22038 - Birch Kalmaggen - Baraboo Housing Master Plan - Baraboo WIS - Revit Model\Baraboo Housing Master Plan - Revit Model.rvt



1 FIRST FLOOR PLAN
1/4" = 1'-0"

BARABOO HOUSING MASTER PLAN

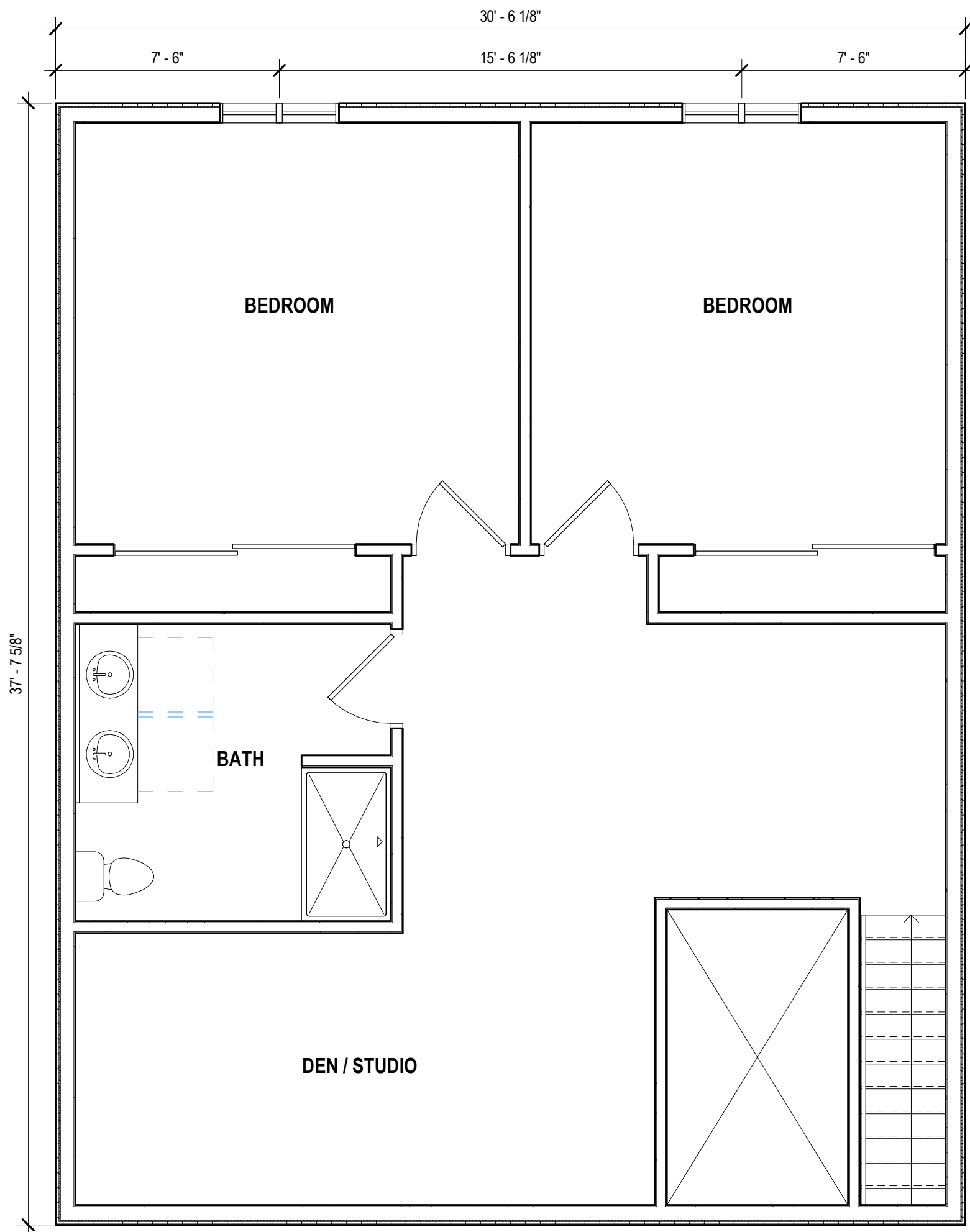
DATE OF ISSUE: 10/21/22

REVISIONS:

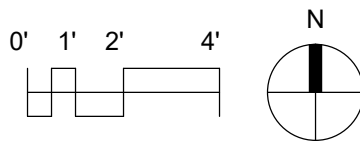
PROJECT # 00000

THREE UNIT

A1.3



1 SECOND FLOOR PLAN
1/4" = 1'-0"



BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE: 10/21/22

REVISIONS:

PROJECT # 00000

THREE UNIT -
SECOND FLOOR

A1.4

BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE: 10/21/22

REVISIONS:

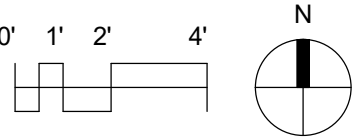
PROJECT # 00000

THREE UNIT
TOWNHOME

A1.5



1 FIRST FLOOR PLAN
1/4" = 1'-0"



RESOLUTION NO. 2024 -

Dated: April 09, 2024

The City of Baraboo, Wisconsin

Background: On February 13th, the Council approved a Resolution accepting a Proposal from Peterson Sanitation, Inc. (PSI) for Recyclable and Non-Recyclable Solid Waste Collection, Hauling, Disposal and/or Processing Services. That Resolution directed staff to negotiate a 10-year contract with PSI.

The proposed Contract was prepared in accordance with the PSI's Proposal and was reviewed by the City's Attorney.

The Public Safety Committee reviewed this matter at their March 25th meeting and unanimously recommended the City approve a contract with Peterson Sanitation, Inc.

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

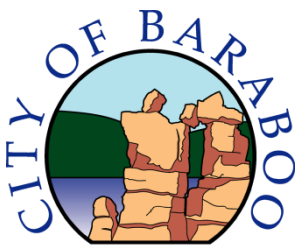
Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Contract for Recyclable and Non-Recyclable Solid Waste Collection, Hauling, Disposal and/or Processing Services with Peterson Sanitation, Inc. be approved and that the Co-Interim City Administrators and City Clerk are hereby authorized to execute the attached 10-year contract.

Offered by: Public Safety Comm. **Approved by Mayor:** _____

Motion:

Second: _____ **Certified by City Clerk:** _____



**CONTRACT FOR RECYCLABLE AND NON-RECYCLABLE SOLID WASTE COLLECTION,
HAULING, DISPOSAL AND/OR PROCESSING SERVICES**

THIS AGREEMENT, made the 9th day of April 2024, by and between the City of Baraboo, a municipal corporation of Sauk County, Wisconsin (hereinafter called the "Municipality") and PETERSON SANITATION, INC., a Wisconsin Corporation (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the Municipality recognizes that it is desirable that provisions be made for the regular and efficient Collection of Recyclable and Non-Recyclable Solid Waste within the legal boundary limits of the Municipality; and,

WHEREAS, the Municipality desires that an independent contractor be utilized to perform Recyclable and Non-Recyclable Solid Waste Collection services within the legal boundary limits of the Municipality and further desires to enter into a contract granting the Contractor the exclusive right for Collection of certain Recyclable and Non-Recyclable Solid Waste within the Municipality's boundaries; and,

WHEREAS, Contractor desires to perform Recyclable and Non-Recyclable Solid Waste Collection services within the Municipality's boundaries.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, the Municipality hereby grants to Contractor and Contractor hereby accepts from the Municipality, the exclusive right and obligation for Collection and Disposal of Recyclable and Non-Recyclable Solid Waste within the legal boundary limits of the Municipality during the term hereof and subject to the following limitations and conditions set forth herein.

1. **DEFINITIONS:** The following terms and definitions shall apply in the interpretations of this Agreement:
 - A. "**Collection**" shall mean picking up all Recyclable and Non-Recyclable Solid Waste or materials that are placed out in the designated containers and set at the curb, street, alley edge or at other designated locations.
 - B. "**Contractor**" shall mean Peterson Sanitation, Inc., a Wisconsin Corporation.
 - C. "**Disposal**" shall mean delivery of all material subject to Collection by Contractor to a licensed transfer facility, licensed sanitary landfill site, or processing facility in accordance with applicable laws, regulations, and ordinances.

- D. “Household” shall mean all residential buildings with up to two (2) dwellings within the Municipality, such that a single-family dwelling shall be counted as one “Household” and a two-family dwelling or duplex shall be counted as two “Households.”
 - E. “Municipality” shall mean the City of Baraboo, and its officials, employees, and authorized agents.
 - F. “Nonconforming Waste” shall include: all substances and materials classified as hazardous waste as defined in Wis. Admin. Code NR Ch. 187, flash waste and other wastes generated primarily from the combination of coal or fossil fuels, foundry wastes, sludge, domestic waste from private sewage disposal systems, infectious wastes, free liquid wastes, etc.; toxic wastes, chemicals, explosives, and ammunition; drain or waste oil or other flammable liquids; paint in liquid form; tires and automobile parts; yard waste (leaves, grass clippings, brush, mulch, tree stumps/trunks/roots, earth, sod, stone/rocks); concrete or asphalt; materials from the remodeling or construction of homes or buildings; household appliances; electronics; lead acid batteries.
 - G. “Non-Recyclable” shall mean Solid Waste generated through the normal operations of a Household or governmental park or facility. The term “Non-Recyclable” shall not include Nonconforming Waste or Recyclable Solid Waste.
 - H. “Recyclable” shall mean Solid Waste consisting of recyclable materials including but not limited to tin, steel, and aluminum containers; foam polystyrene packaging; newspaper; magazine or other printed materials; cardboard or corrugated paper; glass containers; plastic containers. “Recyclable” shall not include Nonconforming Waste or Non-Recyclable Solid Waste.
 - I. “Solid Waste” shall mean refuse generated through the normal operations of a Household or governmental park or facility, except Nonconforming Waste.
2. TERM: The term of this Agreement shall be from April 15, 2024 (the “Commencement Date”) through December 31, 2033 (the “Termination Date”).
3. EXCLUSIVITY: The Municipality hereby grants to Contractor the exclusive right, and Contractor hereby accepts the obligation, for Collection and Disposal of all Recyclable and Non-Recyclable Solid Waste generated by Households within the corporate boundaries of the Municipality during the term of this Agreement (collectively the “Collection Services”). The Municipality shall not contract with any other private or public refuse collector to provide Collection Services to Households within the corporate boundaries of the Municipality during the term of this Agreement. Contractor shall, at its own expense, furnish personnel and equipment sufficient to accomplish the work herein described. Contractor shall establish and maintain Collection routes in an efficient manner.

4. RECYCLABLE AND NON-RECYCLABLE COLLECTION:

A. Household Collection:

- i. Carts: Contractor shall provide Collection of Recyclable and Non-Recyclable Solid Waste from designated 64-gallon and 96-gallon carts ("Carts") owned by the Household customers, purchased through the Municipality. The blue Carts are for Non-Recyclable Solid Waste and the green Carts are for Recyclable Solid Waste. As part of this Agreement, each Household shall be allowed one Cart for Non-Recyclable Solid Waste and one Cart for Recyclable Solid Waste. If a Household desires an additional Cart, the Household customer shall contact Contractor to schedule and pay any associated fees for Collection of an additional Cart. If a Cart becomes lost, stolen or damaged, the Household customer shall contact the Municipality to schedule repair or replacement of the Cart. If a Cart is damaged or destroyed as a result of Collection by means outside the control of the Household customer or the Municipality, the Contractor shall compensate the Municipality for the actual cost of repairing or replacing the Cart in an amount not to exceed the most recent Cart purchase price paid by the Municipality.
- ii. Collection: All Recyclable and Non-Recyclable Solid Waste subject to Collection by the Contractor, shall be placed in the properly designated Cart(s) at the alley or curb/street edge by Household customers. On Collection day, Household customers shall provide unobstructed access to the Cart(s). The Contractor is responsible for the Collection of the Recyclable and Non-Recyclable Solid Waste from the Cart(s). The employees of the Contractor shall handle all Carts with reasonable care to avoid damage and replace all Carts in upright positions at the alley or curb or near the street edge after Collection of the contents of such Carts. The employees of Contractor shall also immediately clean-up and dispose of any Recyclable or Non-Recyclable Solid Waste that may have been spilled during Collection. The Household customer shall be responsible for and shall clean up any materials spilled not as a result of Contractor's Collection. Contractor shall not be obligated to pick up any bags or items placed outside the Cart(s) unless previous arrangements were made directly between the Household customer and the Contractor.
- iii. Collection Frequency: Collection of Non-Recyclable Solid Waste by the Contractor shall take place at least once each week for each Household. Collection of Recyclable Solid Waste shall take place bi-weekly on the same day as Non-Recyclable Solid Waste Collection for each Household.
- iv. Collection Times: Collection times shall begin no earlier than 7:00 A.M. and end no later than 7:00 P.M. on Monday through Friday and no Collection shall be made at Households at any other times except by prior arrangement between the Contractor and the Household

customer(s) involved. Pre-scheduled Collection on a Saturday, due to the observance of a holiday, is allowed.

- v. Holidays: There shall be no Collection on the following holidays: New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Memorial Day and Independence Day. Even though no Collection is provided on the above stated holidays, the Contractor shall provide a minimum of a one-week advanced notice to all affected Household customers of altered Collection days. When there is a holiday during the week of Collection, Collection shall be no more than one normal business day later.
- vi. Household Addresses: The Municipality shall provide the Contractor with the addresses for all Household properties eligible for Collection under the terms and conditions of this Agreement and shall update such addresses no less than quarterly. Any change shall be effective the first day of the quarter after the change, unless Municipality and Contractor agree otherwise.

B. GOVERNMENTAL FACILITY RECYCLABLE AND NON-RECYCLABLE COLLECTION: Contractor shall provide Collection of Recyclable and Non-Recyclable Solid Waste at the following governmental facilities and parks, for no additional cost.

- City Services Center, 450 Roundhouse Court:
 - 12 Non-Recyclable Carts or a 4YD Dumpster per week.
 - 7 Recyclable Carts or a 2YD Dumpster every other week.
- Public Works Storage, 407 Blair Street:
 - 3 Non-Recyclable Carts or a 2YD Dumpster per week.
- Public Safety Building, 101 South Boulevard:
 - 8 Non-Recyclable Carts or a 2YD Dumpster per week.
 - 5 Recyclable Carts or a 2YD Dumpster every other week.
- Baraboo Fire/EMS, 135 4th Street:
 - 8 Non-Recyclable Carts or a 2YD Dumpster per week.
 - 4 Recyclable Carts or a 2YD Dumpster every other week.
- Water Resource Recovery Facility, 1000 Manchester Street:
 - 7 Non-Recyclable Carts or a 2YD Dumpster per week.
 - 1 Recyclable Cart every other week.
- Civic Center, 224 2nd Street:
 - 8 Non-Recyclable Carts or a 2YD Dumpster per week.
 - 8 Recyclable Carts or a 2YD Dumpster every other week.
- Ochsner Park Zoo, 903 Park Street:
 - 24 Non-Recyclable Carts or a 4YD Dumpster per week.
 - 20 Recyclable Carts or a 2YD Dumpster every other week.
- CDA – Donahue Terrace, 227 1st Avenue:
 - 4 Non-Recyclable Carts or a 2YD Dumpster per week.
 - 10 Recyclable Carts or a 2YD Dumpster every other week.
- CDA – Corson Square, 920 10th Street:
 - 4 Non-Recyclable Carts or a 2YD Dumpster per week.

- 10 Recyclable Carts or a 2YD Dumpster every other week.
- Carnegie-Schadde Memorial Public Library, 230 4th Avenue:
 - 5 Non-Recyclable Carts or a 2YD Dumpster per week.
 - 5 Recyclable Carts or a 2YD Dumpster every other week.
- Downtown Baraboo Municipal Containers, Downtown Baraboo:
 - 12 Non-Recyclable Carts per week.
 - 16 Recyclable Carts every other week.
- Attridge Park, 900 Second Avenue:
 - 2 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Seasonal
- Attridge Park, Splash Pad on Island Court:
 - 4 Non-Recyclable Carts per week.
 - 2 Recyclable Carts every other week
 - Seasonal
- Campbell Park, Tennis Courts 300 South Boulevard:
 - 2 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Year Round
- Campbell Park, Swimming Pool 300 South Boulevard:
 - 8 Non-Recyclable Carts per week.
 - 4 Recyclable Carts every other week.
 - Year Round
- City View Park, Park View Drive:
 - 2 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Year Round
- Deppe Park, 1080 Lake Street:
 - 1 Non-Recyclable Carts per week.
 - 1 Recyclable Carts every other week.
 - Seasonal
- Kiwanis Park, 122 Water Street:
 - 2 Non-Recyclable Carts per week.
 - 1 Recyclable Carts every other week.
 - Year Round
- Langer Park, 501 Remington Street:
 - 4 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Year Round
- Lower Ochsner Park, 820 2nd Avenue:
 - 1 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Seasonal
- Mary Hoppe Felts Park, 525 Madison Avenue:
 - 1 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Year Round
- Mary Rountree Evans Park, 701 Second Avenue:

- 10 Non-Recyclable Carts per week.
 - 4 Recyclable Carts every other week.
 - Year Round
 - Maxwell-Potter Conservancy (includes Baraboo Arboretum and Liston Dog Park), 700 Hill Street:
 - 4 Non-Recyclable Carts per week.
 - 2 Recyclable Carts every other week.
 - Year Round
 - Nanny Park, 5th Street at Oak Street:
 - 1 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Year Round
 - Pierce Park, 950 Walnut Street:
 - 16 Non-Recyclable Carts per week. MONDAYS & FRIDAYS
 - 4 Recyclable Carts every other week. MONDAYS & FRIDAYS
 - Seasonal
 - Ritzenthaler Park, 500 12th Street:
 - 1 Non-Recyclable Carts per week.
 - 0 Recyclable Carts every other week.
 - Year Round
 - Statz Park, 227 1st Avenue:
 - 4 Non-Recyclable Carts per week.
 - 2 Recyclable Carts every other week.
 - Year Round
 - Steinhorst Park, 1700 15th Street:
 - 4 Non-Recyclable Carts per week.
 - 2 Recyclable Carts every other week.
 - Year Round
- C. Excluded from Collection: The Contractor shall not be obligated or required to provide Collection of Recyclable and Non-Recyclable Solid Waste from residential buildings of three or more units, commercial establishments, or industries within the corporate boundaries of the Municipality under the terms of this Agreement. The Contractor may privately contract with said excluded parties to provide the requested services. The Contractor will not be required to provide Collection for Nonconforming Waste.

5. DISPOSAL:

- A. Non-Recyclable Disposal: From the Commencement Date through December 31, 2024, all Non-Recyclable Solid Waste collected by the Contractor during Collection within the corporate boundaries of the Municipality shall be subject to Disposal at the Waste Management Transfer Station located at S2439 Country Road BD, Baraboo, Wisconsin. From January 1, 2025 through the Termination Date, all Non-Recyclable Solid Waste collected by the Contractor during Collection within the corporate boundaries of the Municipality shall be subject to Disposal at the Contractor's transfer facility or a State permitted solid waste landfill.

- B. Recyclable Disposal: From the Commencement Date through December 31, 2024, all Recyclable Solid Waste collected by the Contractor during Collection within the corporate boundaries of the Municipality shall be subject to Disposal at the Waste Management Transfer Station located at S2439 Country Road BD, Baraboo, Wisconsin. From January 1, 2025 through the Termination Date, all Recyclable Solid Waste collected by the Contractor during Collection within the corporate boundaries of the Municipality shall be subject to Disposal at the Contractor's processing facility or transfer facility in accordance with the City of Baraboo's waste and recycling ordinance, and in accordance with any State of Wisconsin mandates.

6. CONTRACTOR OBLIGATIONS:

- A. Route Maps: The Contractor shall establish and make Collection route maps ("Maps") available to Household customers and the Municipality. The Contractor may alter such Maps by providing at least sixty (60) days written notice to affected Household customers and the Municipality. Any changes to Maps or regular Collection schedules at Contractor's request will require the Municipality's approval and a 60-day notice delivered to the affected Household customers.
- B. Annual Calendar: Contractor shall provide the Municipality with an annual calendar showing the respective days of regular Collection and the respective days of non-regular Collection resulting from the observance of any holiday(s) ("Annual Calendar"). The Contractor shall provide the Annual Calendar for 2024 at least ten (10) business days prior to April 15, 2024, and the Annual Calendar for each subsequent year at least forty-five (45) days prior to January 1 of each year.
- C. Equipment: The Contractor's equipment used for Collection of Recyclable and Non-Recyclable Solid Waste shall be constructed and maintained to minimize or prevent liquids leaking out and debris from blowing out or falling out. The Contractor's equipment shall not be parked on roads within the Municipality when not in use.
- D. Marketing Materials: Contractor shall provide marketing materials, either in electronic or hard-copy format, in an effort to educate customers on acceptable Recyclable and Non-Recyclable materials and any significant changes as the need arises for the duration of this Agreement. The Contractor will submit any marketing materials to the Street Superintendent and obtain prior approval before issuing any materials to residential customers.
- E. Annual Tonnage Reports: Commencing January 1, 2025, Contractor shall provide the Municipality with annual tonnage reports for both Recyclable and Non-Recyclable Solid Waste Disposal. Said reports shall be provided no later than January 31st of the year following the reporting year.

- F. Information/Complaints: The Contractor shall staff during normal business hours, a local or toll-free telephone to provide information on the Collection days and times, as well as to receive any complaints of missed Collections, spillage, damaged carts, or other complaints. The Contractor shall promptly respond to any telephone or written complaints. The Contractor may refer general questions on the recyclable and non-recyclable solid waste collection programs to the Municipality.
- G. Insurance: The Contractor shall, at its sole expense, maintain in effect during the term of this Agreement, insurance coverage with limits of liability not less than those set forth below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Municipality. Such coverage shall be primary. Prior to the Commencement Date, the Contractor shall furnish to the Municipality a certificate of insurance naming the City of Baraboo as an additional insured. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the Municipality have received written notice of such cancellation. Insurance shall be provided to meet or exceed the following levels:
- i. Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.
 - ii. Commercial General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$2,000,000.00.
 - iii. Auto Liability for bodily injury and property damage: \$1,000,000.00.
 - iv. Umbrella/Excess Liability Insurance in an amount of \$5,000,000 per occurrence.
7. ANNUAL REVIEW: During the term of this Agreement, the Municipality and Contractor shall meet annually, in the month of October, to review and discuss the contractual relationship and services provided.
8. PAYMENT FOR COLLECTION/DISPOSAL: The Municipality shall pay the Contractor for Collection and Disposal of Non-Recyclable and Recyclable Solid Waste from all Households within the Municipality's corporate boundary, as provided in this section. As of January 1, 2024, the Municipality estimates the number of eligible Household properties to be 3,683.
- A. Rate: The Municipality shall pay the following rates to the Contractor for Collection and Disposal of Recyclable and Non-Recyclable Solid Waste from each Household:
- | | |
|------|---------------------------------|
| 2024 | \$ 8.60 per Household per month |
| 2025 | \$12.25 per Household per month |

2026	\$12.55 per Household per month
2027	\$12.85 per Household per month
2028	\$13.15 per Household per month
2029	\$13.45 per Household per month
2030	\$13.75 per Household per month
2031	\$14.05 per Household per month
2032	\$14.35 per Household per month
2033	\$14.65 per Household per month

- B. Invoice: The Contractor shall send the Municipality an invoice for the monthly Household Non-Recyclable and Recyclable Collection and Disposal fees by the 10th day of each month. The Municipality shall pay the Contractor by the thirtieth (30th) day of the month.
- C. Waste Management Disposal Charges: From April 15th, 2024 through December 31st, 2024, the Municipality shall be responsible for charges from Waste Management for the Disposal of all Recyclable and Non-Recyclable Solid Waste subject to Collection pursuant to this Agreement, in accordance with the Municipality's Waste Management Disposal Agreement that expires December 31st, 2024. During this period, Waste Management will invoice the Municipality directly for materials subject to Collection under terms of this Agreement. After December 31, 2024, the Contractor shall not deliver any recyclable or non-recyclable solid waste or any other material collected outside of this Agreement at Waste Management's Transfer Station located at S2439 CTH BD, Baraboo, WI Lake Delton Transfer Station unless prior arrangements were agreed upon by Contractor and Waste Management.
- D. Bulky and Specialty Items: Bulky and specialty item Collection and Disposal will be permitted during the term of this Agreement. Collection and Disposal fees will be determined by the Contractor. Any fees associated with the Collection or Disposal of bulky or specialty items will be paid direct by the customer to the Contractor prior to Collection of such items.
- E. Municipality-Sponsored Special Collection: Municipality-sponsored special Collection (i.e. Electronics Recycling) events may occur during the term of this Agreement. Such an event will be requested by the Municipality no less than sixty (60) days prior to the event date. Collection and Disposal rates shall be determined by Contractor and provided in writing to the Municipality a minimum of thirty (30) days preceding the event. All payments for Collection or Disposal of such items shall be paid direct from the Household customer to Contractor.
- F. Regulatory Change: In the event that any law, regulation, or ordinance is enacted which requires Collection or Disposal of Recyclable or Non-Recyclable materials in a manner different from that required or described herein, or that mandates a reduction in fees that may significantly impact service, the parties may agree to adjust the Contractor's rates, except that such adjustments shall be limited to the additional or reduced expenses directly associated with

compliance with such new laws, regulations, or ordinances. Any cost savings, or cost increases, resulting from such enactment will be passed on to the Municipality in the second billing cycle following the effective date of such changes.

- G. Additions or Deletions: The Municipality, upon thirty (30) days' written notice, may designate materials to be added to or deleted from the list of Recyclable items subject to Collection and Disposal by the Contractor. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted Recyclable items.

9. MISCELLANEOUS:

- A. Assignment: Contractor shall not assign its rights or obligations under this Agreement without the Municipality's written approval. Any such request shall be provided a minimum of ninety (90) days prior to any proposed assignment.
- B. Independent Contractor: Contractor is in all respects an independent contractor and is in no respect and agent, servant, or employee of the Municipality.
- C. Force Majeure: If, and to the extent Contractor is precluded from performing its duties and obligations under this Agreement as the result of an Act of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond Contractor's control (a "Force Majeure Event"), Contractor shall be excused to the extent that its performance continues to be precluded by such acts and shall not be considered in default.
- D. Amendments: This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by both parties.
- E. Notices: All notices or other communication to be given hereunder shall be in writing and shall be deemed given the day after mailing when mailed by United States Certified Mail to the party's address listed below or deemed given the day of sending when emailed to the party's email address listed below:

If to the Municipality:

City of Baraboo
Attn: City Clerk
101 South Boulevard
Baraboo, WI 53913
bzeman@baraboowi.gov

If to the Contractor:

Peterson Sanitation, Inc.
Attn: Operations Manager

875 17th Street
Prairie Du Sac, WI 53578
dustin.enke@peterson-sanitation.com

- F. Default: If either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, any non-breaching or non-defaulting party may: (i) terminate this Agreement as of any date which said other party may select provided it is at least sixty (60) days after the thirty (30) days in which the defaulting party has to cure or commence curing the breach or default; or (ii) pursue any other right or remedy to which it may be entitled as provided herein. No remedy is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative. Specifically excluded from both parties' right to any damages are incidental, consequential, indirect or punitive damages.
- G. Dispute Resolution: The parties agree to participate in good faith to resolve any dispute, claim or controversy arising out of or relating to this Agreement. In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees and other costs incurred in connection therewith, at both trial and appellate levels.
- H. Applicable Law: This Agreement is to be construed according to the laws of the State of Wisconsin.
- I. Severability: If any term, covenant, condition or provision of this Agreement shall be construed to be illegal, invalid, or unenforceable, the remainder for this Agreement shall not be affected thereby, and the illegal, invalid or unenforceable term, covenant, condition, or provision shall be deemed stricken and deleted therefrom to the same extent and effect as if never incorporated herein, but all other terms, covenant, conditions or provisions of this Agreement shall continue in full force and effect.

[Signatures Page to Follow]

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

PETERSON SANITATION, INC.

CITY OF BARABOO

By: _____
Doug Enke, President/Owner

By: _____
Rob Nelson, Mayor

(Corporate Seal)

(Corporate Seal)

Attest: _____

Attest: _____
Brenda Zeman, Clerk

THIS AGREEMENT SHALL BECOME EFFECTIVE COMMENCING APRIL 15TH, 2024.

Document No.

**EASEMENT OVERHEAD & UNDERGROUND
ELECTRIC AND COMMUNICATION**

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

See Exhibit A, attached hereto and made a part hereof.

Record this document with the Register of Deeds

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for overhead electric line and communication line facilities, including but not limited to poles, crossarms, wires, guy wires, anchors, and any other components as Grantee may select for use in transmitting electricity or communication signals; also for underground electric line and communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Name and Return Address:

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

Parcel Identification Number(s)

1650-00000

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

CITY OF BARABOO, WISCONSIN

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____
as _____, for the City of Baraboo, Wisconsin to me
known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by
Haley Long

Checked by
Justin Devries

April 1, 2024

Project Title:	BARB81 Mainline onv Part 2
ERP Activity ID:	4270442
Tract No.:	
REROW No.:	

Exhibit A

Lands owned by Grantor:

Being further located in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 35, Township 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.

City of Baraboo Formerly Adams Lots 1 to 12 inclusive Block 38.

Easement area:

An easement area being the South Ten (10) feet, lying parallel with 1st Street.

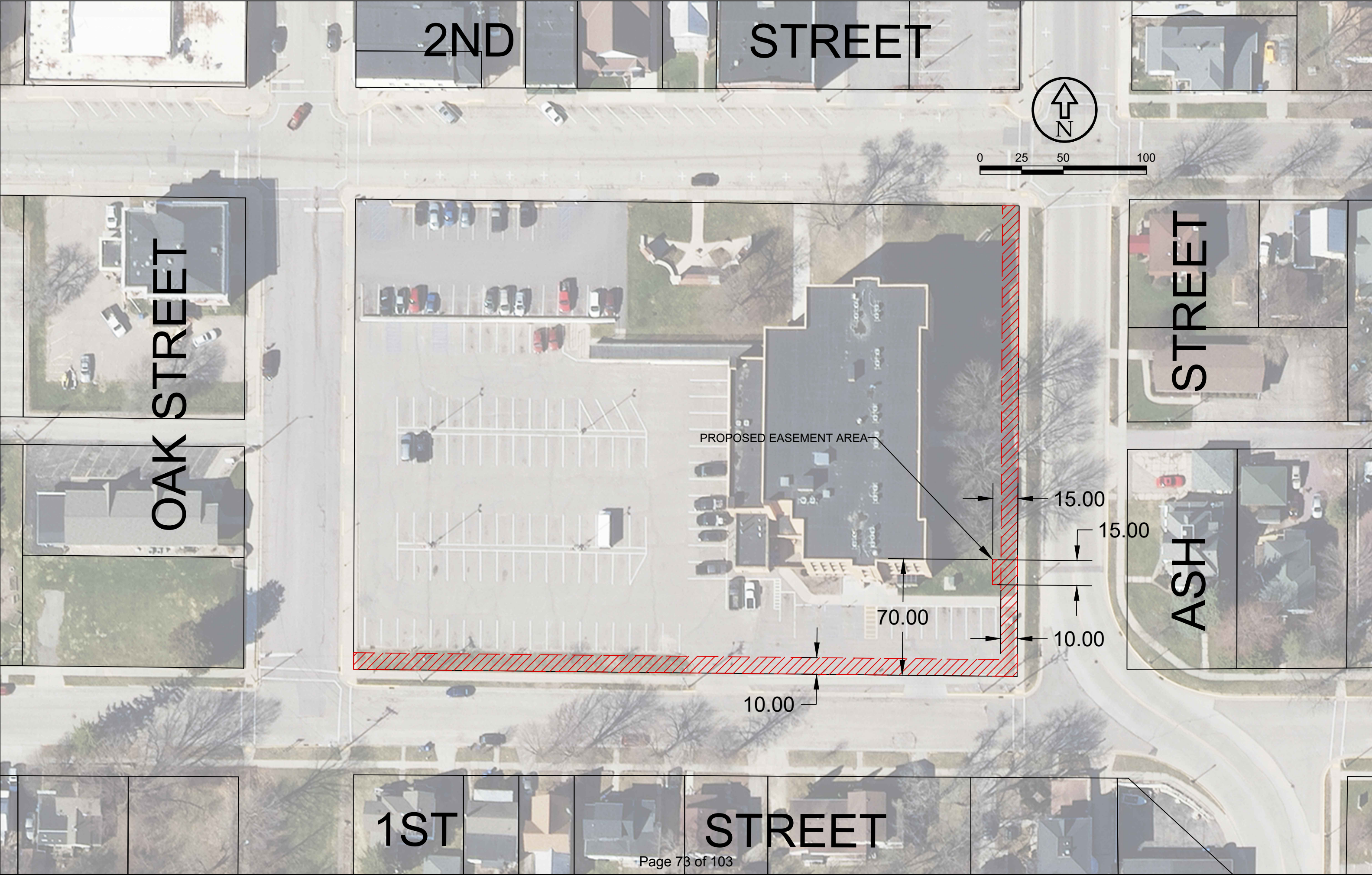
AND

An easement area being the East Ten (10) feet, lying parallel with Ash Street.

AND

An easement area being the West Five (5) feet of the East Fifteen (15) feet of the North Fifteen (15) feet of the South Seventy (70) feet.

All easements being part of the above-described real estate.



2ND

STREET

OAK STREET

STREET

ASH

PROPOSED EASEMENT AREA

15.00

15.00

70.00

10.00

10.00

1ST

STREET

The City of Baraboo, Wisconsin

Background:

As co-owners of the UW-Platteville Baraboo/Sauk County campus, the City and County are jointly responsible for funding the maintenance and repairs of campus facilities. For 2024, the City and County each allocated \$55,000 towards these expenses.

Due to water damage to an electrical panel and subsequent failure of boiler pumps, along with outstanding repair invoices from 2023, the \$110,000 budget for 2024 is nearly exhausted. At its March 21 meeting, the Campus Commission recommended that the City and the County each allocate an additional \$50,000 to address ongoing expenses in 2024, while exploring a longer-term funding solution. This resolution would transfer \$50,000 from the City's Fund Balance to the Campus Commission.

According to Ordinance 3.05, and §65.90(5), Wis. Stats., budget amendments require a 2/3 vote of the entire membership of the Council.

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

Comments: Budget amendments that transfer budgetary amounts are budgeted expenditures. Budget amendments that are supplemental were unbudgeted. The 2024 City Budget provides for publishing amendments.

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

That \$50,000 of supplemental budget for the UW Baraboo Sauk County Campus Commission be taken from the city general fund to cover 2024 costs for repairs and maintenance of building and facilities.

Offered by: Finance/Personnel Committee

Approved by: _____

Mayor

Motion:

Second:

Certified by: _____

City Clerk

RESOLUTION NO. 2024 -

Dated: April 09, 2024

The City of Baraboo, Wisconsin

Background: “Low-Mow May” is a growing trend among Wisconsin municipalities, designed to provide food sources to bees and other pollinators during the month of May, when they are particularly vulnerable. Even low-growing flowers commonly found in lawns, such as violets, dandelions, and clover can provide important habitat and food sources. Under this proposal, residents and City staff would be encouraged to reduce lawn-mowing practices and support pollinator populations during May, and enforcement of vegetative height restrictions would be suspended.

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

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

WHEREAS, pollinator species such as bees, flies, moths, butterflies, beetles, and select birds provide essential pollination services for food plants that humans depend on for survival; and

WHEREAS, pollinator populations are in decline regionally and world-wide; and

WHEREAS, early spring flowers, including those found in many lawns, can provide an important food source for bees and other pollinators as they emerge from hibernation; and

WHEREAS, dozens of Wisconsin cities, including Appleton, La Crosse, Wausau, Stevens Point, Fort Atkinson, Verona, and Sun Prairie currently participate in the “No-Mow May” science initiative to encourage property owners to limit or reduce their lawn mowing practices during the month of May;

WHEREAS, research by Lawrence University has shown that such practices can result in a three-fold increase in bee species richness and a five-fold increase in bee abundance; and

WHEREAS, the Baraboo Parks and Recreation Department has started replacing mowed turfgrass with native pollinator (no mow) areas in many of its parks, which has allowed the city to increase parklands without adding staff as well as cutting capital equipment, maintenance, and gas costs;

NOW, BE IT THEREFORE RESOLVED, that the City of Baraboo recognizes “Low-Mow May” to actively promote and educate the community about the critical period of pollinator emergence, generation of pollinator-supporting habitat, and early spring foraging opportunities; and

BE IT FURTHER RESOLVED, that the City of Baraboo shall encourage the cultivation of food sources for bees and other pollinators by suspending enforcement of height restrictions for vegetative growth contained in Chapter 10 of the Municipal Code during the month of May, 2024; and

BE IT FURTHER RESOLVED, the growth of certain species defined as Noxious Weeds in 10.03(8) shall continue to be prohibited.

Offered by: Parks & Recreation Commission **Approved:** _____

Motion:

Second: **Attest:** _____

The City of Baraboo, Wisconsin

Background: The Mayor formed an informal subcommittee to review ATV/UTV Ordinances for several “neighboring” communities. The members consisted of Mayor Nelson, Ald. Olson, Chief Sinden and Attorney Eric Hagen. They met several times and created a DRAFT Ordinance for consideration by the Public Safety Committee with three possible options for designating routes: (1) No Routes; (2) All Streets, with the exception of STH 33; and (3) Only the following streets within the corporate limits of the City of Baraboo where speed limits are 35 mph or less:

1. Man Mound Road
2. City View Road
3. East Street from the northerly City Limits to 2nd Street
4. 2nd Street from East Street to Oak Street
5. 2nd Avenue from Oak Street to the westerly City Limits (at Shaw Street)
6. Broadway from 2nd Avenue to South Blvd
7. South Blvd from Broadway to STH 136
8. S Parkway from South Blvd to Walnut Street
9. Walnut Street from S Parkway to Mine Road

The Public Safety Committee reviewed this matter during their last two meetings on February 24th and March 25th and unanimously recommends approval of the proposed Ordinance with either option (2) or option (3) described above for Section 3(b), to be determined by the City Council.

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

An Ordinance adding Section §7.165 to Traffic Code to regulate All-Terrain and Utility Terrain Vehicles.

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

7.165 ALL-TERRAIN/UTILITY TERRAIN VEHICLES

- (1) **INTENT; APPLICABILITY.** The City Council has considered the recreational and economic value of all-terrain vehicle and utility-terrain vehicle (ATV/UTV) routes opportunities weighed against protecting the public safety, liability aspects, terrain involved, traffic density, and history of automobile traffic. After due consideration, this ordinance is created to establish all-terrain vehicle and utility terrain vehicle routes on public roadways on the City property and to regulate the operation of such vehicles on such routes to provide safe and healthful conditions for the enjoyment of ATV/UTV travel consistent with public rights and interest pursuant to City authority under Wis. Stat. §§ 62.11(5), 23.33(8) and 23.33(11).
- (2) **STATE LAWS ADOPTED.** Except as otherwise provided in this section, the statutory provisions in Wis. Stat. Chs. 23, 340 to 348, and 350 establishing the definitions and regulations with respect to ATVs and UTVs, and Wis. Adm. Code. Ch. NR 64, All-Terrain Vehicles, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Unless otherwise provided in this section, any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this ordinance. Any future amendments, revisions or modifications of the statutes or administrative codes incorporated herein are made a part of this section in order to secure uniform statewide regulation of ATVs and UTVs, except to the extent that the provisions of this section are more restrictive.

(3) DESIGNATION OF ATV AND UTV ROUTES.

- (a) No person shall operate an ATV or UTV on any City street, alley, park or parking lot, on any public lands or parking lots held open to the public, or on any land within the City except as provided in this section.
- (b₁) Designated Routes. All streets in the City are designated ATV/UTV routes except STH 33.

-or-

- (b₂) Designated Routes. Only the following streets in the City are designated ATV/UTV routes where the speed limit is 35 mph or less:

1. Man Mound Road
2. City View Road
3. East Street from the northerly City Limits to 2nd Street
4. 2nd Street from East Street to Oak Street
5. 2nd Avenue from Oak Street to the westerly City Limits (at Shaw Street)
6. Broadway from 2nd Avenue to South Blvd
7. South Blvd from Broadway to STH 136
8. S Parkway from South Blvd to Walnut Street
9. Walnut Street from S Parkway to Mine Road

- (c) Authorized Routes. Pursuant to Wis. Stat. Sec. 23.33(11)(am)(4), ATVs/UTVs are authorized to operate on the following highways where the speed limits are 35 MPH or less:

1. CTH A
2. CTH T
3. CTH W
4. CTH DL
5. STH 113
6. STH 136

- (d) The City reserves the right to close or modify ATV and UTV routes at any time.
- (e) Municipal, State, and Utility Operations. An ATV or UTV owned by a municipality, state agency, public utility, or electric cooperative may be operated on any street or highway within the City, and within any City park, while the operator is engaged in an emergency or the operation directly relates to the functions of the municipality, state agency, public utility, or electric cooperative. Unless safety requires strict adherence, the regulations in subsection (4) shall not apply to such operation of an ATV or UTV.
- (f) Route Signs. All ATV and UTV routes shall be signed in accordance with Wis. Admin. Code Sec. NR 64.12. The City shall install and maintain all route signs within the City, including without limitation, on federal, state and county trunk highways within the City. Route signs shall be provided by the Baraboo Bluffs ATV/UTV Club., or their successor, with uniform ATV route signs in accordance with Wis. Admin. Code Sec. NR 64.12(7).

(4) OPERATION. Operation of ATVs and UTVs on designated ATV/UTV routes shall be subject to all provisions of Wis. Stat. § 23.33, which is adopted as part of this ordinance by reference. The following restrictions apply to operation of ATVs and UTVs on all City streets designated as ATV/UTV routes:

- (a) Hours of Operation. ATVs and UTVs may only be operated on approved ATV/UTV routes from 6am – 10pm.

- (b) Speed Limits. ATVs and UTVs shall operate at a safe speed not to exceed the posted speed limits, except that no ATV or UTV shall be operated at a speed greater than 35 MPH.
- (c) Age of Operation. No person under the age of 16 may operate an ATV or UTV on any segment of a street or highway in the City.
- (d) Safety and Safety Certificate. All ATV and UTV operators are subject to and shall abide by applicable provisions of the Wisconsin Statutes and Department of Natural Resources regulations pertaining to safety and safety certificate requirements. Persons born on or after January 1, 1988, must possess a valid safety certificate to operate an ATV or UTV and shall display proof that the person holds a valid safety certificate to a law enforcement officer on request.
- (e) Valid Driver's License Required. Every person who operates an ATV or UTV on any street or highway in the City shall have in his or her immediate possession a valid motor vehicle operator's license. The ATV/UTV operator shall display the operator's license upon demand from any law enforcement officer, state patrol officer, inspector under Wis. Stat. § 110.07(1), conservation warden, or municipal peace officer.
- (f) Insurance. All ATVs and UTVs are required to have liability insurance with limits no less than the amounts specified in Wis. Stat. § 344.33(2)(a) through (c). The operator of an ATV or UTV shall display proof of such insurance upon demand from any traffic officer.
- (g) Rules of the Road. All ATV and UTV operators shall observe all applicable rules of the road governing motorized vehicles operating on municipal streets in accordance with Wis. Stat. § 23.33 and Wis. Stat. Ch. 346.
- (h) Parking. ATVs and UTVs shall be subject to all City parking regulations and restrictions.
- (i) Parking Lots. ATVs or UTVs may be operated within City parking lots, unless otherwise prohibited by this section.
- (j) Operation within Parks and Sidewalks Prohibited. No person shall operate an ATV or UTV within any City park, or on any sidewalk, designated bicycle or pedestrian lane, gravel shoulder, ditch or other area of any street right-of-way other than on the paved roadway, unless specifically designated and posted otherwise by the City.
- (k) Cruising Prohibited. No person shall, while operating an ATV or UTV, engage in the practice of cruising on any authorized roads. Cruising is defined as running all or part of the length of a roadway multiple times, per day, back and forth, for any purpose other than departing or arriving at their residence, or place of lodging, or departing or arriving, at a person's place of employment.
- (l) Leaving Unattended Prohibited. No person shall leave or allow any ATV or UTV owned or operated by that person to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
- (m) Protective Headgear. ATV and UTV operators or passengers under the age of 18 years of age shall wear protective headgear of the type required under Wis. Stat. § 347.485(1)(a) and the chin strap is properly fastened.
- (n) Safety Belts. No person may operate a UTV unless each passenger is wearing a safety belt installed by the manufacturer and fastened in a manner prescribed by the manufacturer of the safety belt to act as a body restraint.

- (o) Lights. No person shall operate an ATV or UTV on any route without full functional headlights, taillights and brake lights. All operators shall display a lighted headlight and taillight at all times while on the route. No person may operate an ATV or UTV that is equipped with a lamp that emits any color of light other than white or amber and that is visible from directly in front of the ATV or UTV; a lamp that emits any color of light other than red, yellow, amber, or white and that is visible from directly behind the ATV or UTV; or a flashing, oscillating, or rotating lamp that emits any color other than yellow or amber.
- (p) Noise and Exhaust. No person shall operate an ATV or UTV on any route where the vehicle does not meet state or municipal noise and exhaust restriction requirements, including a display of power in violation of § 7.12 of this Code.
- (q) Radios or Electronic Sound Amplification Devices. No person may operate or park, stop or leave standing an ATV or UTV while using a radio or other electronic sound amplification device emitting sound from the vehicle that is audible under normal conditions from 75 feet or more, unless the electronic sound amplification device is being used to request assistance or to warn against an unsafe condition.
- (r) Open Intoxicants Prohibited. No operator or passenger of an ATV or UTV may possess in or on an ATV or UTV on any street or highway in the City, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken, or the contents of the bottle or receptacle have been partially removed or released. This subsection does not apply if the bottle or receptacle is kept in the trunk of the ATV or UTV or if the ATV or UTV does not have a trunk, in some other area of the ATV or UTV not normally occupied by the operator or passengers. A utility compartment or glove compartment is considered to be within the area normally occupied by the operator and passengers.
- (s) Operating While Under the Influence Prohibited. No person shall operate and ATV or UTV while under the influence of an intoxicant, a restricted controlled substance, a controlled substance analog, or any combination of these elements, to a degree which renders the person incapable of safely operating the ATV or UTV.
- (5) **VIOLATIONS AND PENALTIES**. The penalty for any violation identified in Wis. Stat. Sec. 23.33(13) or Wis. Stat. Chaps. 340 through 347 shall be as provided in the Statutes. Deposit amounts for such violations shall be as set forth in the current Revised Uniform State Traffic Deposit Schedule. The penalty for any violation of this ordinance not addressed in Wis. Stat. Sec. 23.33(13) or Wis. Stat. Chaps. 340 through 347 shall be a forfeiture as set forth in § 25.04 of this Code, together with all applicable costs, surcharges and assessments.

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

Mayor's Approval: _____

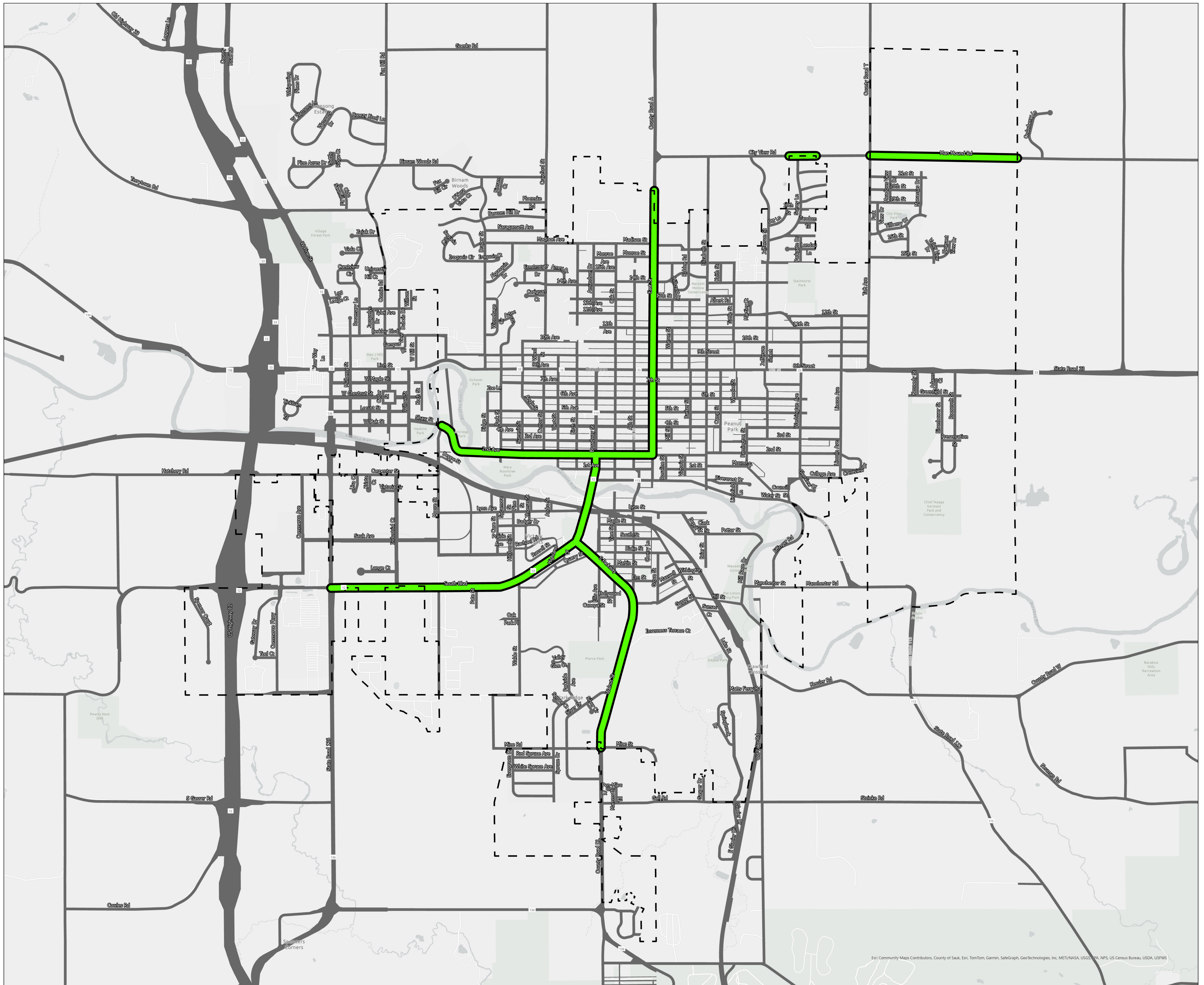
Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of April, 2024 and is recorded on page ____ of volume ____.

City Clerk: _____

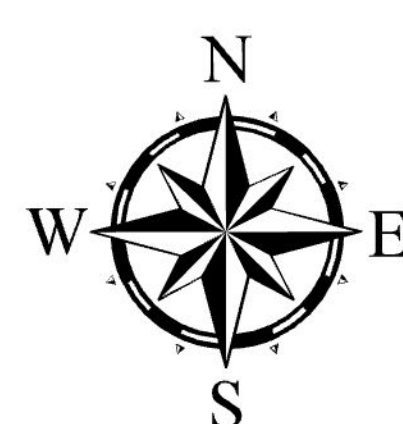
ATV/UTV ROUTES

2024

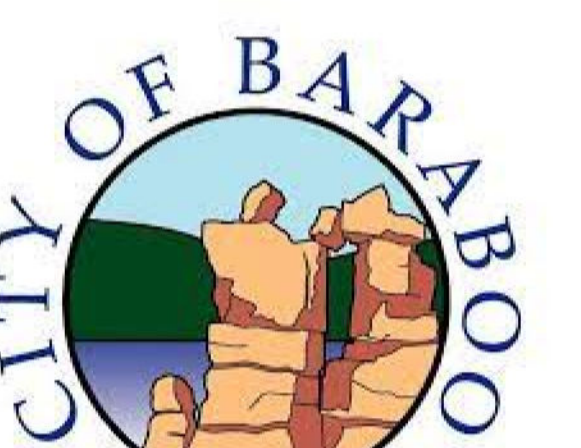


Legend

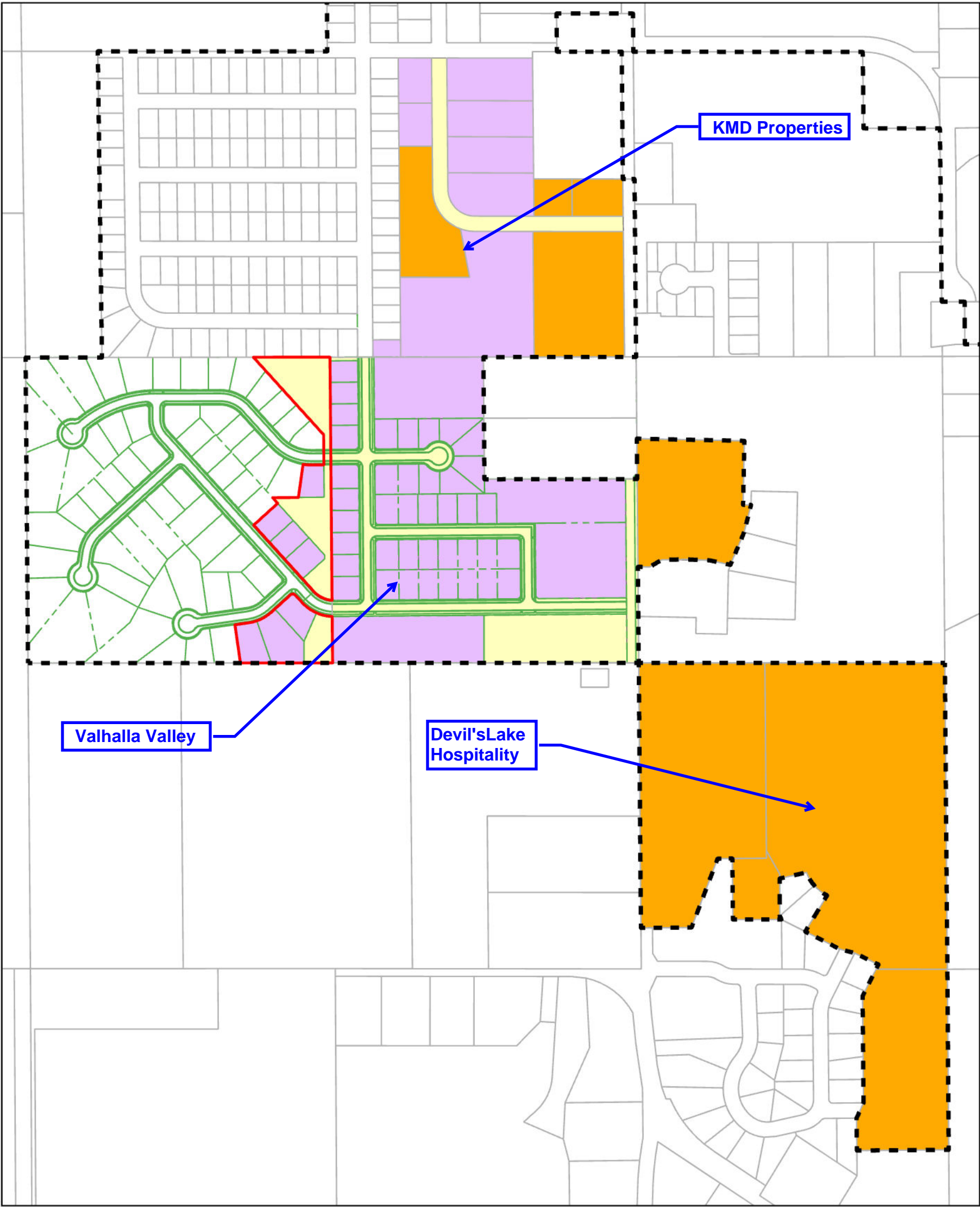
 ATV/UTV Routes



0 500 1,000 2,000 3,000 4,000 Feet



TID #13



Zoning Description	Zoning Classification	Total Acres	% of Land Zoned
General Commercial	C-1	55.91	51.06%
Other	Other	15.34	14.01%
Residential	R	38.24	34.93%

Zoning Description	Zoning Classification	Zoned Acres in Parcel 206-3640-00000
Other	Other	3.25
Residential	R	2.91

Legend

Proposed Development

Zoning Classification

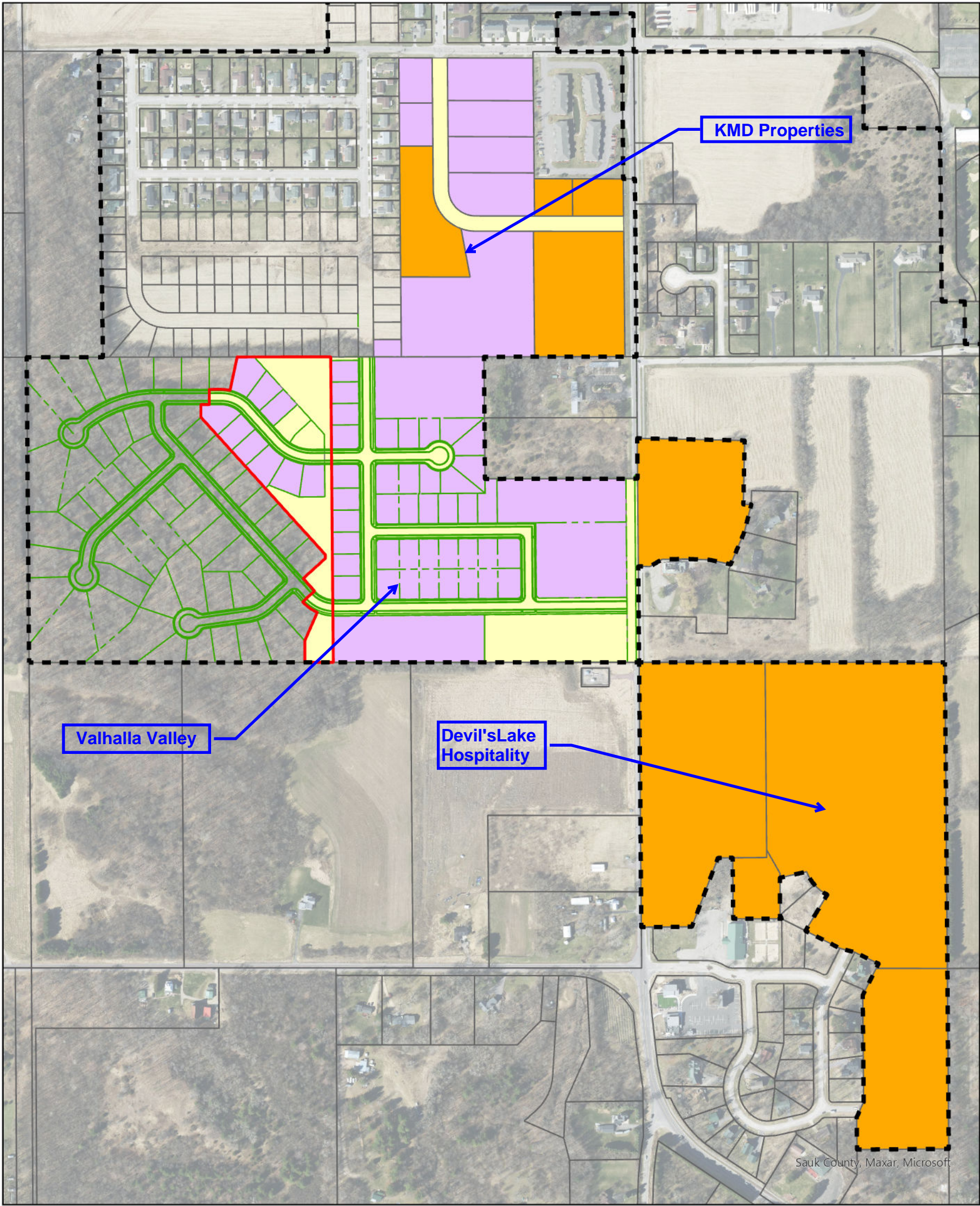
- C-1
- Other
- R
- Parcel 206-3640-00000

Municipal Boundaries

- City



TID #13



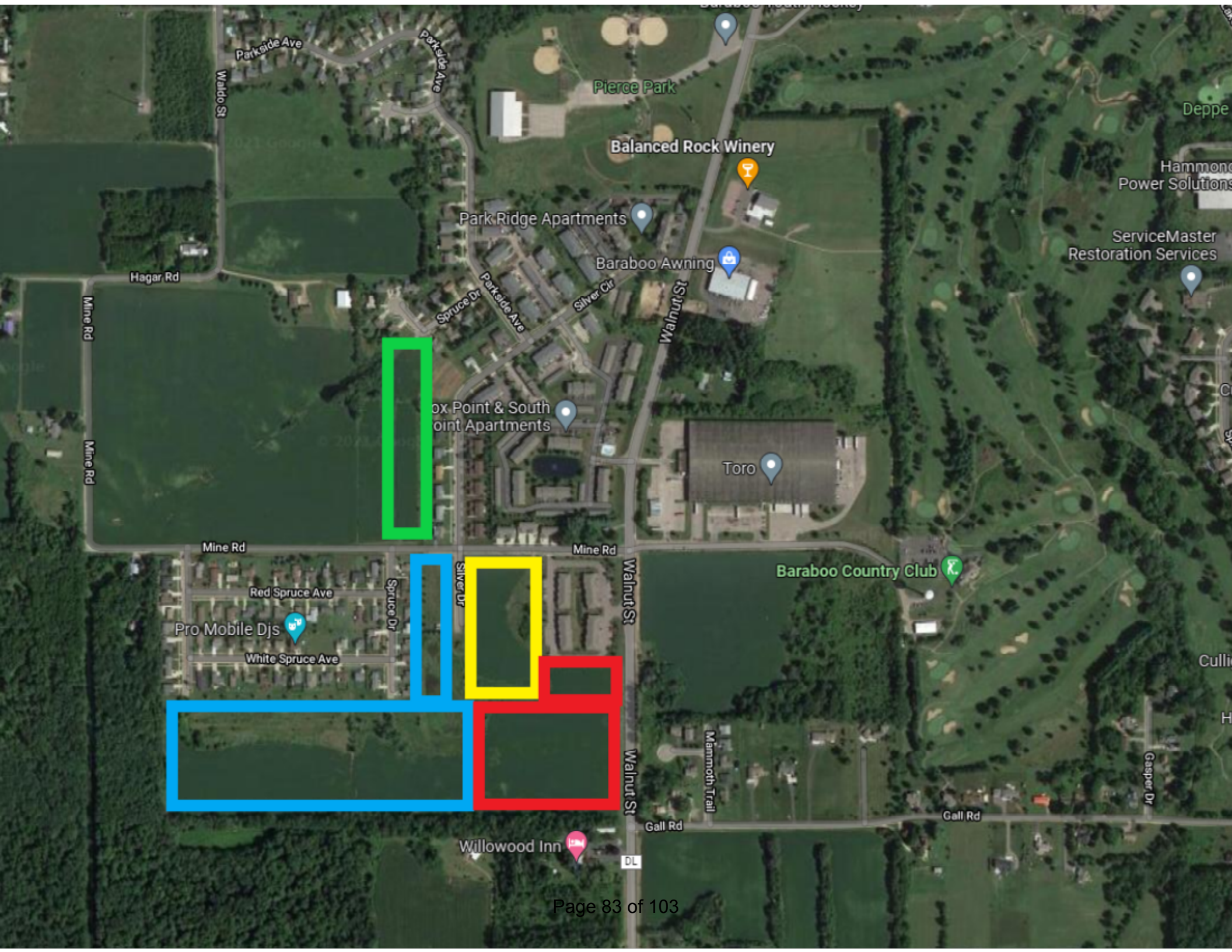
Zoning Description	Zoning Classification	Total Acres	% of Land Zoned
General Commercial	C-1	55.91	50.24%
Other	Other	17.09	15.35%
Residential	R	38.3	34.41%

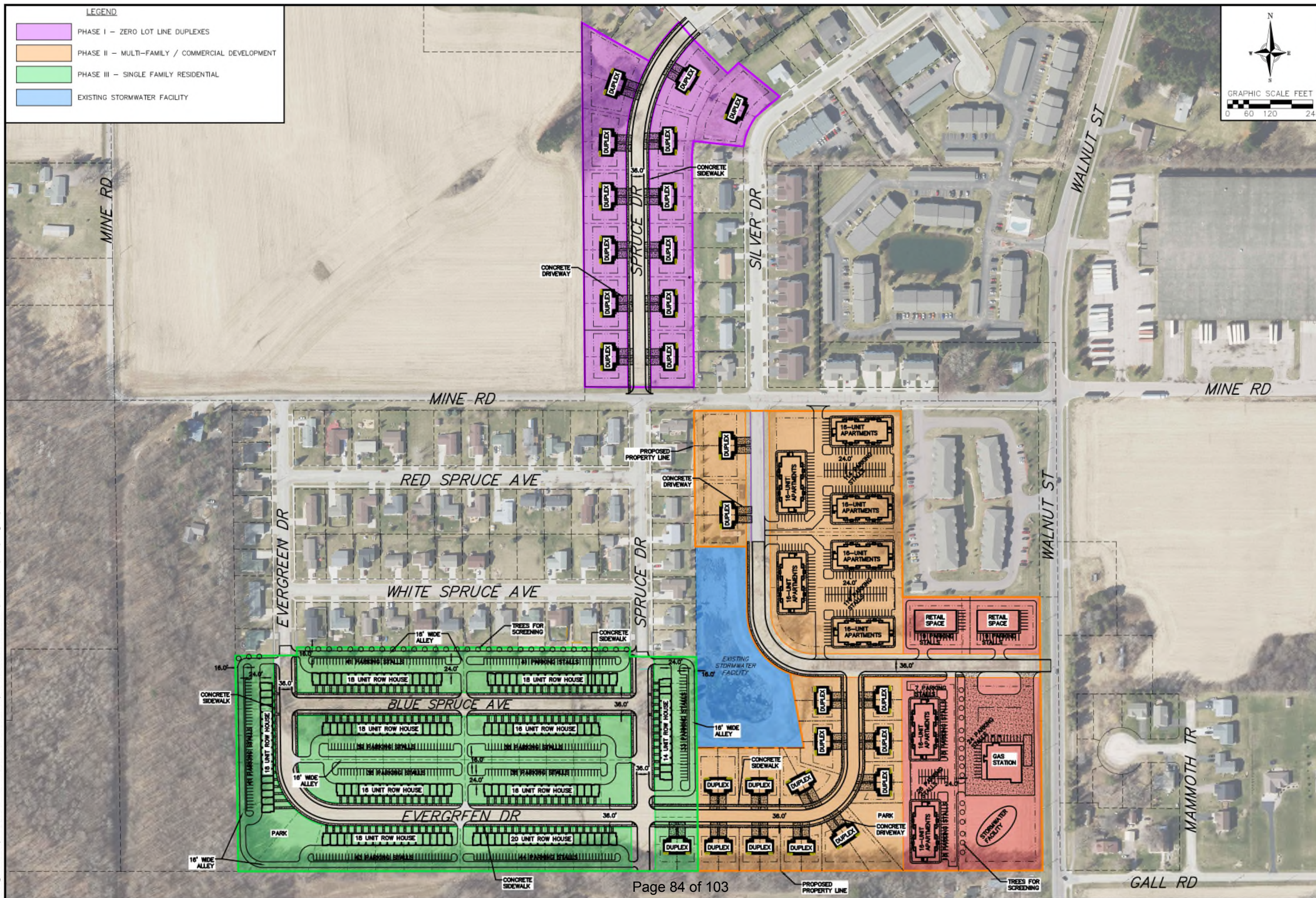
Zoning Description	Zoning Classification	Total Acres in Parcel 206-3640-00000
Other	Other	5
Residential	R	2.96

Legend

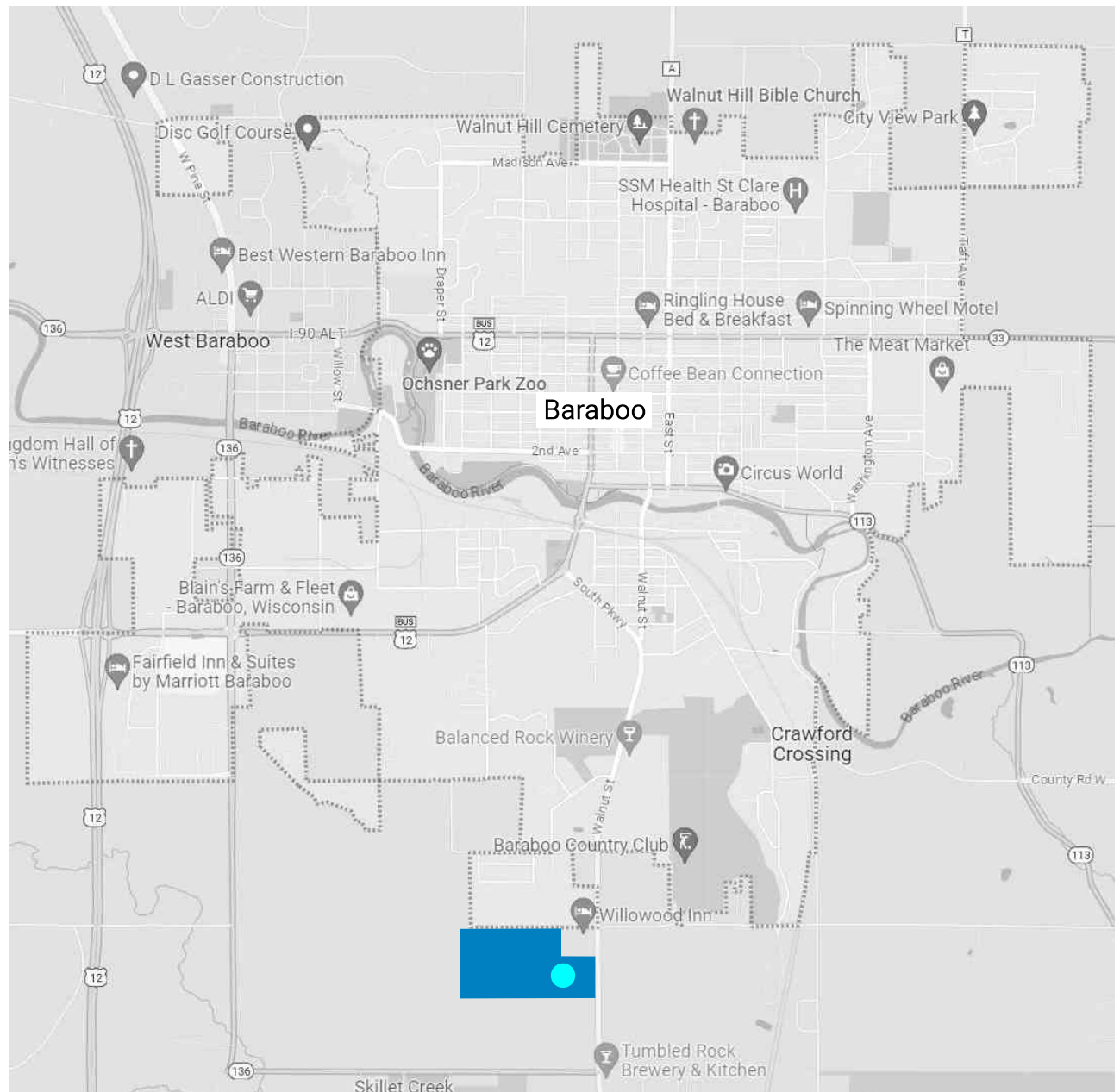
- Zoning Classification
- C-1
 - Other
 - R
 - Parcel 206-3640-00000
- Municipal Boundaries
- City
 - Proposed Development



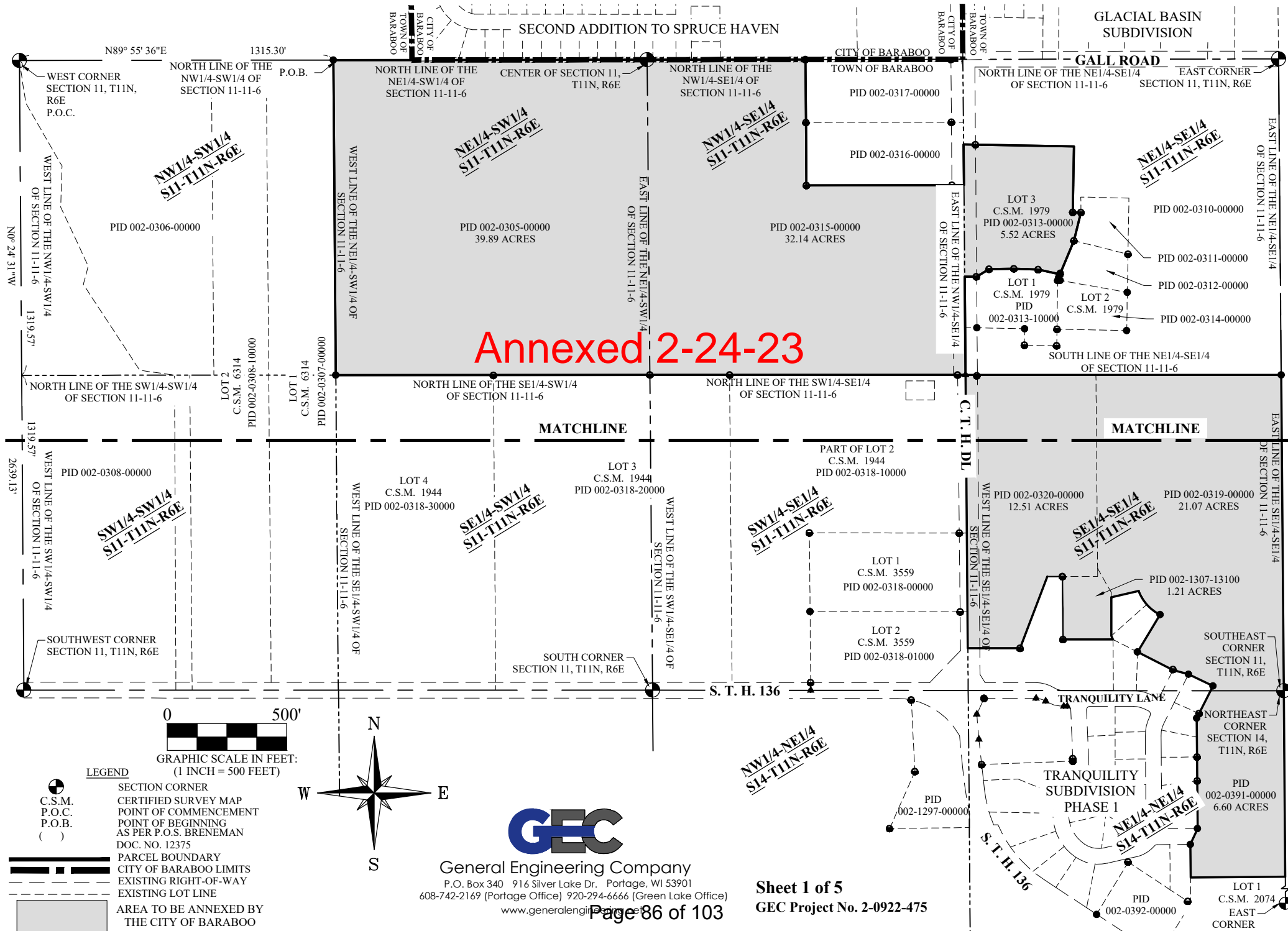


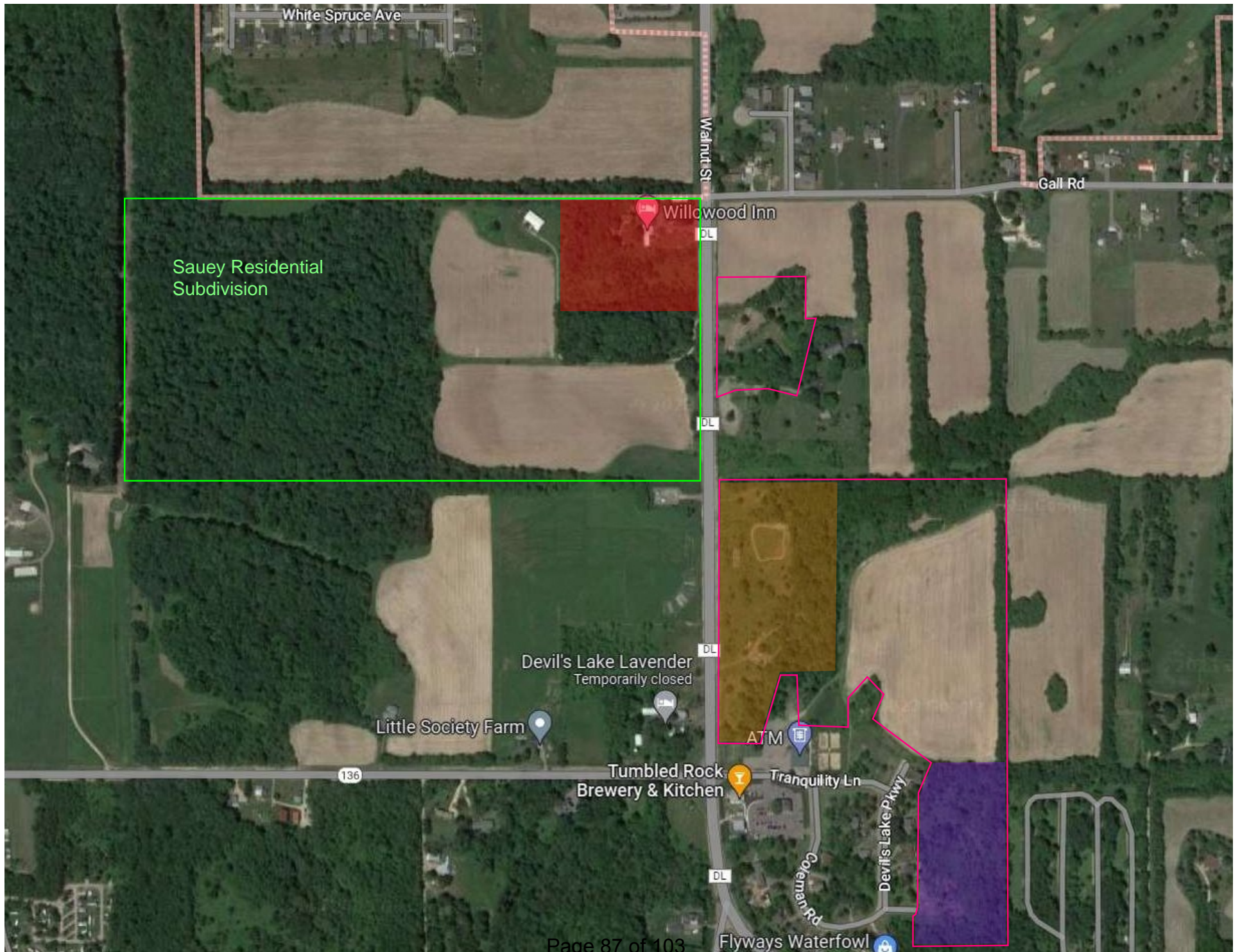


Valhalla Valley
Proposed Subdivision
Informational Presentation
Baraboo Common Council
4-9-24

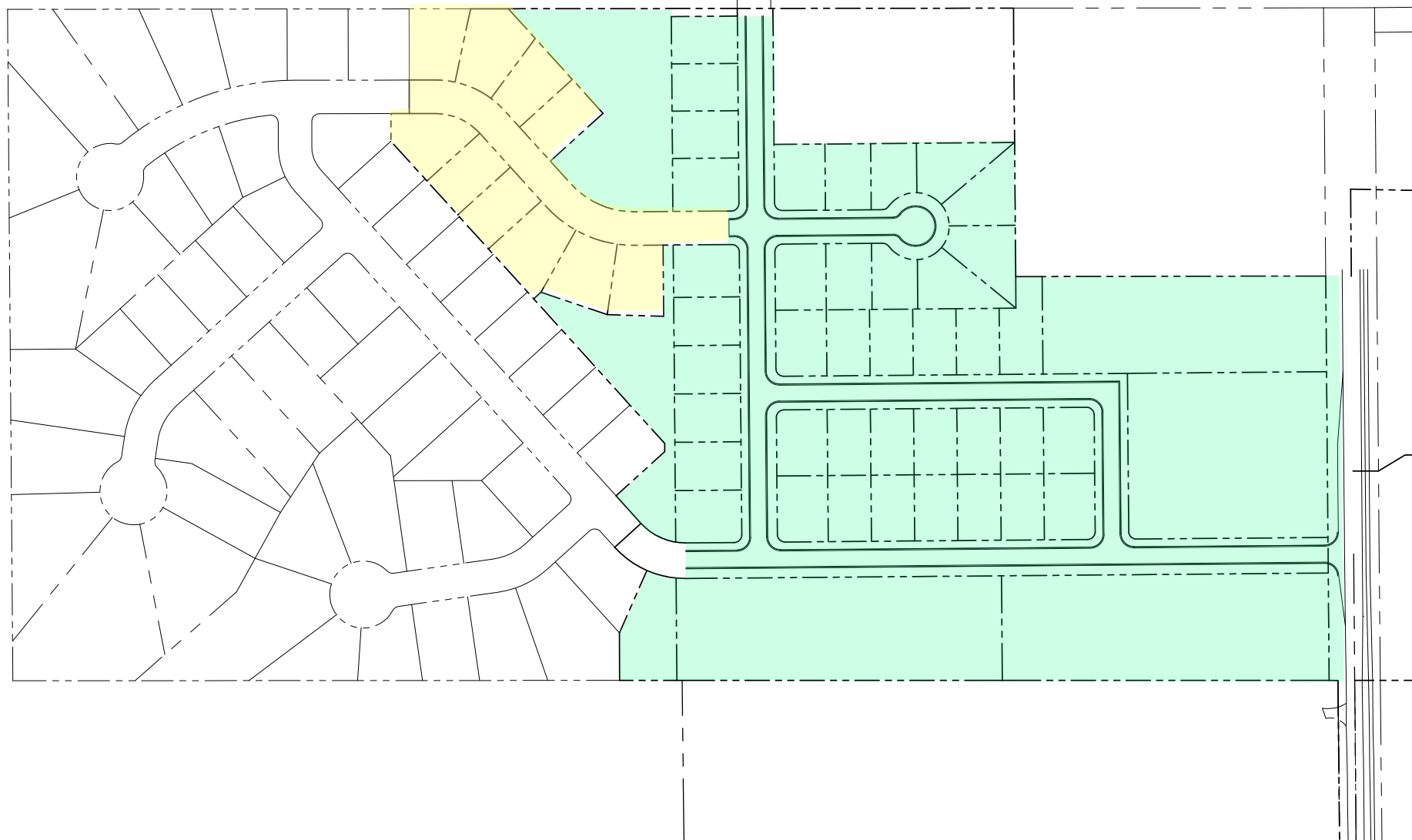


ANNEXATION MAP





Phase 2 - Future Phase

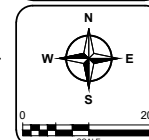


General Engineering Company

P.O. Box 340 • 916 Silver Lake Dr. • Portage, WI 53901
608.742-2160 / (Fax) 608.742-2527 (Evy)

0007/42-2109 (Voice) • 0007/42-2052 (Fax)
www.generalingeering.net

PROPERTY LINES
VALHALLA VALLEY SUBDIVISION, PHASE I
VALHALLA VALLEY, LLC

CITY OF BARABOO
SAUK COUNTY, WI[illegible]

DRAWN BY	MLM
REVIEWED BY	BR
ISSUE DATE	4/1/202
GEC FILE NO.	2-0423-190
SHEET NO	

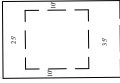
PL-4

VALHALLA VALLEY SUBDIVISION PLAT

LANDS BEING LOCATED IN PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 16 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

OWNER:
VALHALLA VALLEY LLC
ADDRESS:
31210 HAVEN
BARABOO, WI 53913
CITY/STATE/ZIP:
BARABOO, WI 53913
COUNTY/STATE/ZIP:
SAUK COUNTY, WI 53913

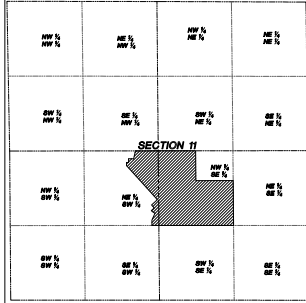
LEGEND:
SECTION CORNER
MONUMENT FOUND
1" IRON REBAR FOUND
1/2" IRON REBAR FOUND
3/4" IRON REBAR FOUND
PA NAIL FOUND
3/4" CAPED REBAR FOUND
1/2" X 1/2" IRON REBAR SET
430 LB PER LINEAL FOOT
SET AT ALL OTHER LOT CORNERS



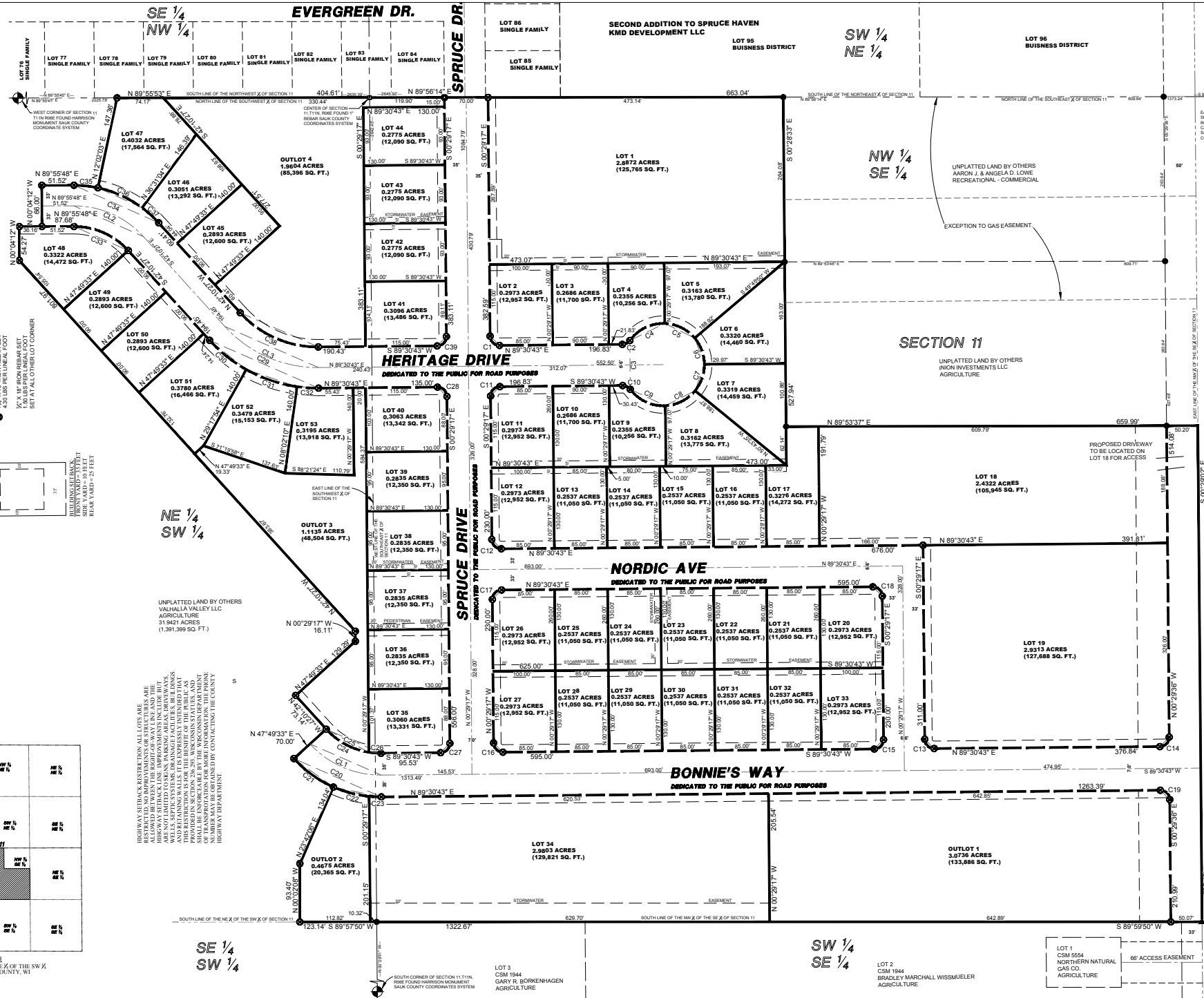
NE 1/4
SW 1/4

UNPLATTED LAND BY OTHERS
VALHALLA VALLEY LLC
AGRICULTURE
31,941 ACRES
(1,391,399 SQ. FT.)

HIGHWAY SURFACE RESTRICTION: ALL LOTS ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE ADJACENT PROPERTY LINE. THERE ARE NO LIMITED TOSING PARKING AREAS, DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, BUILDINGS, OR OTHER STRUCTURES. THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS A CONDITION OF THE PLAT. ANY VIOLATION OF THIS RESTRICTION SHALL BE UNENFORCEABLE IN THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION, THE PHONE NUMBER IS (608) 785-3000. CONTACT THE COUNTY HIGHWAY DEPARTMENT.



LOCATION SKETCH
THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4
OF SECTION 11, T1N, R16E, S11W





Welcome Home

Nestled between the picturesque bluffs of Devil's Lake State Park and historic downtown Baraboo, you'll find Valhalla Valley - a serene new residential development with build-ready lots, perfectly positioned with easy access to nature, culture and community. Discover the good life. Build the home of your dreams in this family-friendly neighborhood.

This is the one you've been waiting for - don't miss out on this prime opportunity!

Amenities

Residential Lots Include:

- Concrete Sidewalks
- Concrete Curb & Gutter
- Asphalt Multi-use Path Where Shown
- Shade Trees at City Terrace
- Neighborhood Park
- Phone, Data, and Cable Services to the Property Line
- High Speed Fiber Internet

All utilities to the property line including:

- Water
- Sanitary
- Gas
- Electric

Valhalla Valley Neighborhood



Ledgend

- | | | | |
|--|--|---|---|
| Available | Sold | Multi Family | Phase 2 |
| Sidewalk | | | |
| Multiuse Path | | | |

EXECUTIVE SUMMARY

BARABOO / DEVIL'S LAKE STATE PARK HOTEL DEVELOPMENT

Devil's Lake State Park and the Baraboo area host an estimated 2.4 million to 3.0 million visitors per year (Milwaukee Journal Sentinel – 2024). A substantial number of these visitors stay in neighboring municipalities leading to a decreased share of revenue and room tax for the City of Baraboo. The hotel development group, consisting entirely of local citizens, would like to capture more of this market share by offering new, upscale accommodation located close to the park.

The proposed development will consist of an 80-room hotel with an additional 30 villas as a part of phase I. The site will be planned to allow up to an additional 80 rooms in the future. The goal of the project is to create another year-round destination within the City of Baraboo that is focused on family or individual outdoor recreation and local shopping and dining opportunities.

The hotel portion of the project will consist of a lodge building that is designed with a lap siding and stone exterior façade to reflect the natural, organic materials found in the area. The lodge will be an impressive, steep roof structure that grows organically from the site in a regional style with a nod to mountain architecture and national park system guidelines of the past. Amenities included within the lodge are 2,500 square feet of meeting/conference rooms, bar and dining area, fitness center, large indoor swimming pool with hot tubs, and an additional video gaming room. In addition, there will be an impressive two-story lobby with fireplace, lounge area, and an adjacent retail store to market local and artisan products as well as to provide other staples for outdoor park activities. The hotel room wing of the project will use the same exterior materials with an understated style of architecture to increase focus on the lodge.

The 30 villas will consist of a variety of options including couple's cabins, two-couple cabins, family cabins, and a multi-family (reunion) cabin. The exterior materials will be an extension of those used on the lodge. The architecture will be similar to the rest of the development on a smaller scale with the objective of creating a quaint, private getaway experience.

The structures will be situated on the 17.5-acre site to maximize curb appeal while still utilizing the natural topography and scenic views available for the visitors. Clients will arrive on site via a gently winding drive, passing through a covered bridge, and emerging with a panoramic view of the lodge and entrance canopy. Additional site features will include a large green space with walking trails around a naturalistic wet pond, outdoor patios, and an additional outdoor swimming pool with hot tubs. There will also be an indirect connection to the existing trail leading to Devil's Lake State Park.

Some of the unique services that will be included are a shuttle that will transport visitors to Devil's Lake State Park and to Downtown Baraboo, a concierge service, and potentially additional park visitor parking. The goal of these services is to alleviate some of the traffic and parking congestion for both the park and the city.

In general, the development team is trying to create an upscale experience for individuals and families that leverages the natural environment found in and around Baraboo, while separating itself from the more commercialized environments found in adjacent areas. They believe there is an underserved market for this type of property and, upon completion, it will help the city capture an increased share of the \$7.8 billion that outdoor recreation contributes to the GDP of the State of Wisconsin every year.



LODGE WEST ELEVATION



PARTIAL SITE PLAN



LODGE FIRST LEVEL FLOOR PLAN



LODGE LOWER LEVEL FLOOR PLAN



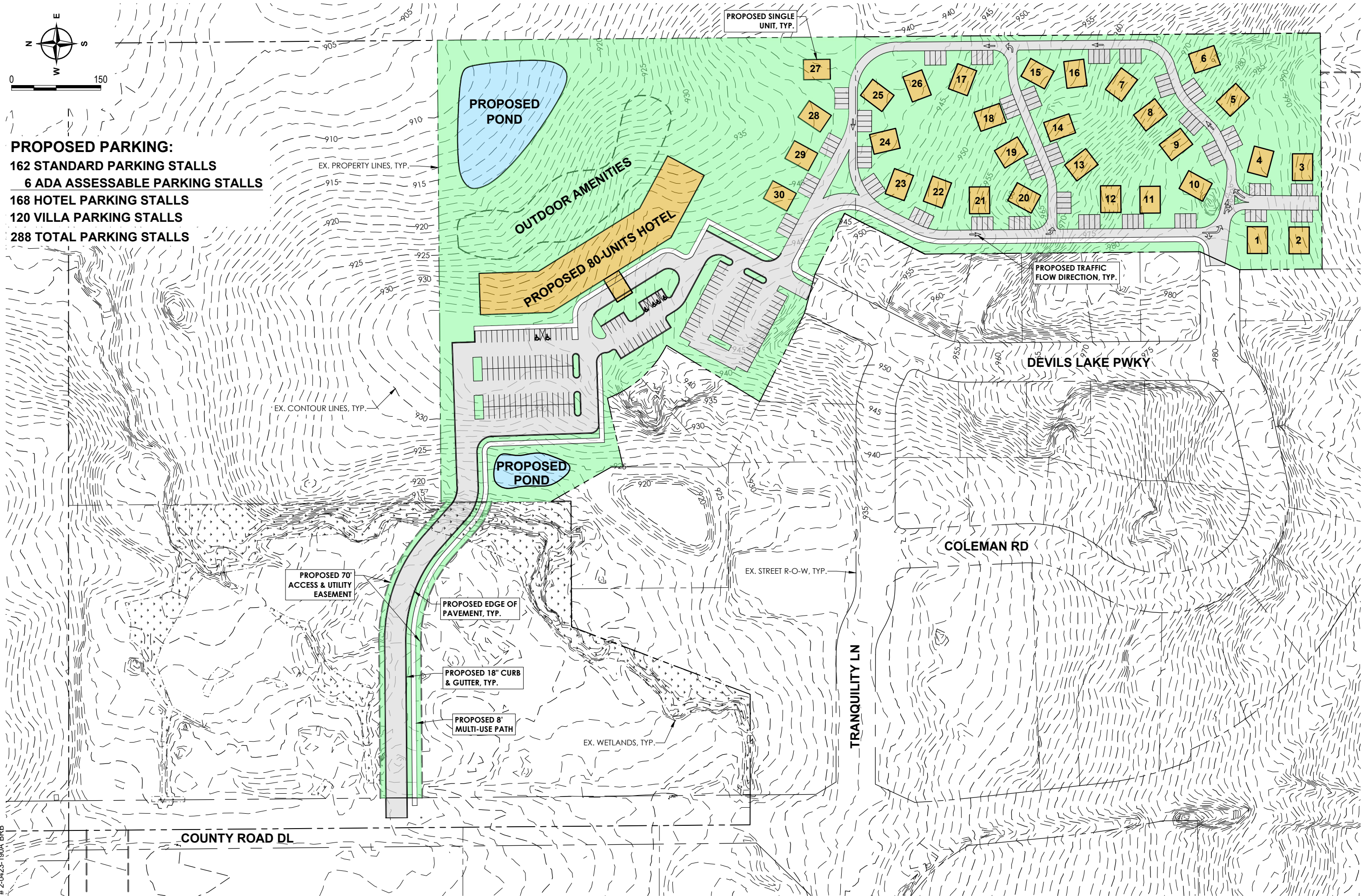
MCC | CONSTRUCTION



Blowfish Architects, llc
Ripon, WI
920-810-5561

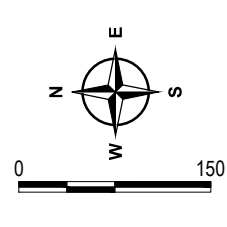
G:\Current Files A-D\Baraboo Bluffs Hospitality, LLC 2-1023-452\CAD 2-1023-452\Civil\Base Current\Base 2-1023-452A.dwg, Conceptual C1, 10/19/2023 8:31:10 AM, DWG To PDF.pc3

2-0423-190A BRB

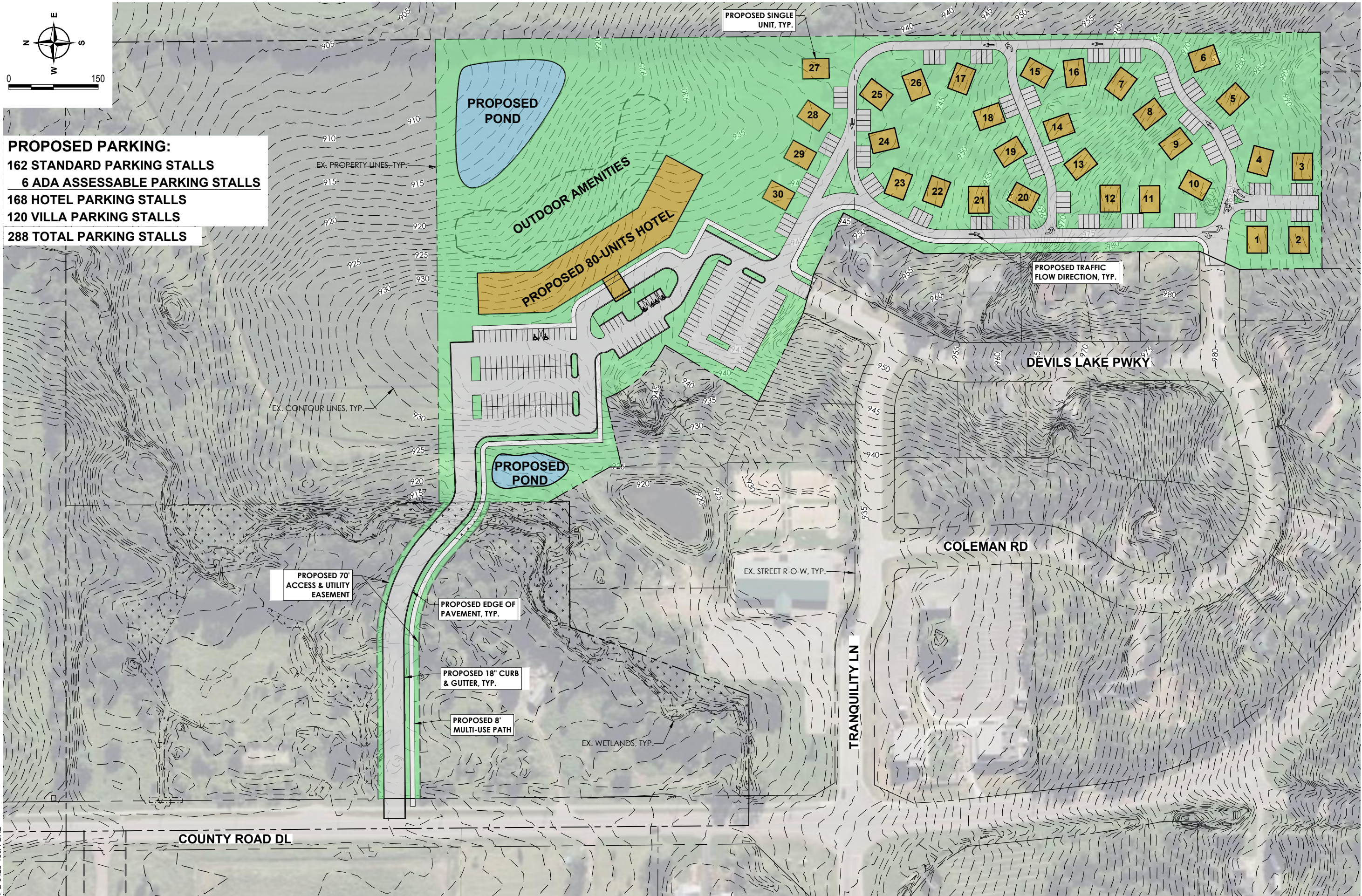


G:\Current Files A-D\Baraboo Bluffs Hospitality, LLC 2-1023-452\CAD 2-1023-452\2 CIVIL\Base Current\Base 2-1023-452A.dwg, Conceptual C1A, 10/19/2023 8:33:58 AM, DWG To PDF.pc3

2-0423-190A BRB



PROPOSED PARKING:
162 STANDARD PARKING STALLS
6 ADA ASSESSABLE PARKING STALLS
168 HOTEL PARKING STALLS
120 VILLA PARKING STALLS
288 TOTAL PARKING STALLS



Finance/Personnel Committee Meeting Minutes

March 12, 2024, 6:00 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

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

1. Call Meeting to Order

Chairman Sloan called the meeting to order at 6:00pm.

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of February 27, 2024

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

2. Action Items

2.a Accounts Payable

Moved by: Petty

Seconded by: Kent

Recommend paying \$680,689.61 for Accounts Payable.

CARRIED (3 to 0)

2.b Budget Amendments

The committee reviewed the budget amendments.

Moved by: Petty

Seconded by: Kent

Recommend approving the 2023 4th Quarter Budget Amendments.

CARRIED (3 to 0)

2.c Report on the Lease

P. Cannon provided 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. P. Cannon explained that the lease is for the renovation and expansion of the library. It is 40-year borrowing at 2.125%, a fixed interest rate for the life of the bond. We will close on this on March 28th, with payment on September 1st. The annual debt service is \$190,587 per year, fixed. The City will have to put 10%, or \$9,530, into a debt reserve fund over a 10-year period. The lease is between the CDA and the City, and then the second part is a sublease agreement between the City and the library board for their use of the building. No action taken.

2.d 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

Moved by: Kent

Seconded by: Petty

CARRIED (3 to 0)

2.e Library Sub-Lease

This sublease agreement is between the City of Baraboo and the Library Board. It allows the library to occupy the building as the lessee.

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

2.f Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

T. Pinion noted that we have a General Obligation Bond that will be issued later this year. Any expenses we incur between now and then will be reimbursable from the proceeds of that bond. If we borrow before July 1st, we have an interest payment due July 1st; our intention is to borrow after July. This is a 2-year borrowing for 2024 & 2025 street construction, street lighting, and any TID #10 property acquisition.

Moved by: Kent

Seconded by: Petty

CARRIED (3 to 0)

2.g Purchase 2.1-acre lot, Lake Street

A few years ago, this property was sold to Driftless Glen. It was not suitable for their purpose and the City re-purchased this 2.1-acre property for purchase price less costs. Shortly after the City repurchased the property, L&L Equities, LLC purchased the property for their landscaping business. The purchase agreement gave them 2-years to build, it will be 3-years this May and there has been no progress. If approved, we will purchase the property back for purchase price less costs.

Moved by: Petty

Seconded by: Kent

CARRIED (3 to 0)

3. Information Items

1) Update on insurance claims - Clerk Zeman noted that one claim was received recently for the removal of a police department sticker. This claim was denied by Interim City Administrator P. Cannon.

4. Discussion Items

1) 2025 Budget - P. Cannon explained that we are at a point where we know we will have a revenue shortfall. Based on previous discussion, the committee has recommended going forward with a referendum. There are different options for a referendum: as a one-time, for a period of time, or ongoing. The language for the referendum is dictated by State Statutes. We are showing shortfalls in the general operational costs; we need to tie any requests we want for additional funding to some type of project. There is fund balance available for 2025 but the shortfalls need to be addressed. Based on calculations by staff, a \$1M referendum will cost residents \$1.03 per \$1,000.

2) Submitting applications for Federal Appropriation Opportunities - No discussion took place; this will be included on the next agenda.

5. Adjournment

Moved by: Petty

Seconded by: Kent

That the meeting adjourn at 6:52pm.

CARRIED (3 to 0)

Brenda M. Zeman, City Clerk



CITY OF BARABOO ADMINISTRATIVE MEETING

Meeting Minutes

March 5, 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 - Pat Cannon, City Clerk - Brenda Zeman,
Police Chief - Rob Sinden, Finance Director - Julie Ostrander

1. CALL TO ORDER

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES from February 6, 2024.

Moved by: Hazard

Seconded by: Kierzek

February 6, 2024, minutes approved.

Motion: CARRIED

1.d APPROVE AGENDA

Moved by: Kierzek

Seconded by: Hazard

March 5, 2024, agenda approved.

Motion: CARRIED

2. ACTION ITEM(S)

2.a Temporary Liquor License

2.a.1 **Habitat for Humanity of Wisconsin, River Area**

Rob Sinden has looked at this and has no issues.

Moved by: Hazard

Seconded by: Kierzek

Recommend to the Common Council on approving a Combination
"Class B" Temporary Liquor License (AKA Picnic License) for the

Habitat for Humanity of Wisconsin River Area, Rock the Restore, 4-1-2024.

Motion:CARRIED

2.a.2 St. Joseph Catholic Parish

Moved by: Kierzek

Seconded by: Hazard

Recommend to the Common Council on approving a Combination "Class B" Temporary Liquor License (AKA Picnic License) for the St. Joseph Catholic Parish, Gala of Gratitude, 4-12-2024.

Motion:CARRIED

2.a.3 Baraboo Area Chamber of Commerce

Sinden noted there has never been any issues for the Police Department.

Moved by: Hazard

Seconded by: Kierzek

Recommend to the Common Council on approving a Combination "Class B" Temporary Liquor License (AKA Picnic License) for the Baraboo Area Chamber of Commerce Oktoberfest,

Motion:CARRIED

2.b Liquor License Transfer, Barabrew Wine and Spirits

No issues with this license from the Police Department perspective.

Moved by: Hazard

Seconded by: Kierzek

Recommend to the Common Council on approving the transfer of the "Class A" Liquor License for Barabrew Wine and Spirits to 315 South Blvd.

Motion:CARRIED

2.c Liquor License Application, MK Stores LLC

Police Department had no concerns. Originally applied for the Class "A" combination license and wants one when available.

Moved by: Kierzek

Seconded by: Hazard

Recommend to the Common Council an approving a Class "A" Fermented Malt Beverage Liquor License to MK Stores, LLC d/b/a Snak Atak #43, 801 South Blvd.

Motion:CARRIED

3. **DISCUSSION**

4. **INFORMATIONAL ITEM(S)**

4.a Date and time of next meeting: April 2, 2024

5. **ADJOURNMENT (Voice Vote)**

Moved by: Kierzek

Seconded by: Hazard

Meeting Adjourned.

Motion:CARRIED

Adjourn at 8:05 am

Julie A. Ostrander, Finance Director

Minutes of the Public Safety Committee Meeting – February 26, 2024

Members Present: Tom Kolb, and David Olson, and John Ellington. **Others Present:** Mayor Rob Nelson, Chief Sinden, Tom Pinion, Wade Peterson, Rebecca Phillips, Eric Hagen, John Statz, Bob Spencer, and David 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 Ellington, seconded by Olson to amend the agenda by moving Item G to Item B. Motion carried unanimously to approve the amended agenda. It was moved by Olson, seconded by Ellington to approve the minutes of the January 29, 2024. Motion carried unanimously.

Action Items

- a. Consider the appeal of the Baraboo Police Department's Notice to Impound a Vicious Animal pursuant to Section 29.146(6) by Rebecca Phillips – Chief Sinden presented the background. He said that there are three confirmed cases of bites that broke the skin. He said pursuant to City ordinance any bites that are two or over that an animal commits, the City can deem that animal as vicious. CSO John Statz described the procedure that was taken with Phillips. Rebecca Phillips described the bite incidents to the Committee. She said that the dog is a protective dog and doesn't feel the dog is vicious. Sinden said that they do not want to impound the animal, they wish for compliance with the code, and/or the animal move somewhere, where it doesn't impose a danger to others. He said that to his knowledge, Phillips has not contacted by Phillips that she has complied with any of the requirements of the vicious animal. It was moved by Ellington to allow Rebecca Phillips 10 days to come in compliance with Section 29.14, Olson seconded the motion. Motion carried 2-1, Kolb voting no.
- b. Review and recommendation to the Common Council to create Section 7.165, All-Terrain/Utility Terrain Vehicles in the General Code of Ordinances – Eric Hagen presented the drafted ordinance to the Committee. He said that there are a couple of options for opening up the streets. Kolb felt the 45 mph for UTV and ATVs with snow removal devices is confusing, it was stated that the 45 mph limit is only on roads that have that limit. Hagen said that this could be taken out of the ordinance because it is already covered under State Statutes. It was the Committee's desire to take Section (3)(d) Snow Removal Devices out of the ordinance. Kolb questioned hours of operation, saying others communities specified one-half hour before sunrise and one-half hour after sunset. Sinden said that he feels that sunrise or sunset is a very discretionary term, it is very solid if you put specific times on it. Kolb would like to see if born after 1/1/88 in Section (4)(d) Safety and Safety Certificate section. Kolb asked if a learner's permit counts as a valid driver's license, Hagen said that if the person 16 or older with a learner's permit would have to have a licensed driver with them, the same as a vehicle. It was stated that an occupational license restriction would be the same for UTVs and ATVs. Hagen said that with the elimination of Section (3)(d) he will reword Section (4)(j) to take out the reference to snow removal devices. Chief Sinden said he would like to see something in the ordinance that specifically prohibits operation on City sidewalks. The Committee would like a protective chin strap properly fastened added to (4)(m) Protective Headgear. Discussion then took place regarding turn signals, Kolb would like to see turn signals mandatory. Sinden said that he does not think that ATVs are manufactured with turn signals and not all UTVs are and that is an amenity that can be added. He said that he feels it would be unique to the City because no other surrounding municipalities require them, and there would be a lot of complaints trying to enforce this. Ellington feels that requiring them with a UTV would be one thing, but it would be harder to require them for ATVs. Hagen said that we have to mirror the statute, things that are not touched on in the statute can be addresses, but when things that are already addressed in the statute are touched on that is where it gets difficult. Sinden said that in his conversation with other law enforcement within the County, including the Sheriff, the lack of turn signals is not an issue. It was stated that (4)(r) and (4)(s) Open Intoxicants and Operating While Under the Influence Prohibited are sections that were added because they are not covered by Statute for UTVs and ATVs. Discussion took place regarding wording be added to section (3)(b) with specific routes having certain intersections closed to cross or possible specific routes being opened. Ellington feels it should be left with everything open for one year and then revisit. Tires were discussed, soft versus road tires. Kolb's desire is to table this until next month so the Committee can discuss specific routes before going to Council. Ellington mentioned the possibility of a special meeting. It was moved by Ellington, seconded to postpone this issues until the next Public Safety meeting. Motion carried unanimously.

- c. Consider increasing the posted Speed Limit on Man Mound Road from 25 mph to 35 mph – Pinion presented the background to the Committee. He said that increasing the speed limit to 35 is consistent with everything west of T. It was moved by Olson, seconded by Ellington to increase the posted speed limit to 35 mph. Motion carried unanimously.
- d. Review and approve Amendment No. 4 to the US Cellular Lease Agreement on the CTH A Water Tower and corresponding Memorandum of License – Pinion presented the background to the Committee. He said every time something changes the Agreement needs to be amended. It was moved by Olson, seconded by Ellington to approve Amendment No. 4 to the US Cellular Lease Agreement on the CTH A Water Tower and the corresponding Memorandum of License as presented. Motion carried unanimously.
- e. Review STH 136 Median Mowing Proposals and recommend award of contract – Pinion presented background. He said this is a yearly item. It was moved by Ellington, Olson seconded to award the Median Mowing to Top-2-Bottom as low bidder. Motion carried unanimously.
- f. Review Noxious Weeds & Rank Growth Proposals and recommend award of contract – Pinion presented background. He said that this is again a yearly item. Sunrise Property Care was low bidder. It was moved by Kolb, seconded by Ellington to award the Noxious Weeds & Rank Growth contract to Sunrise Property Care. Motion carried unanimously.
- g. Review 2024 Public Works Projects Bid Tabulation and recommend award of contracts – Pinion presented background to the Committee. This is for the yearly Public Works projects for #1 Asphalt Paving, #2 Asphalt Pavement Materials, #3 Pavement Patching, #4 Miscellaneous Curb and Gutter and Sidewalks Replacement, #5 Crushed Aggregate, and #6 Asphalt and Concrete Pavement Crushing. He said that Gasser was lower bidder on Proposals #1, #2, and #3. Rennhack Construction was low bidder for #4 this year. Milestone Materials was the only bidder for Proposal #5. Tri-County Paving was low bidder on Proposal #6. Staff is recommending that all bids be awarded to the low bidders. Ellington moved, Olson seconded that all 2024 Public Works Projects proposals be awarded to the low bidders as a slate. Motion carried unanimously.
- h. Review and recommend approval of the conveyance of certain real estate interests to Wis DOT for the ADA Curb Ramps project on STH 113 (Broadway and Water Street) and STH 136 – Tom presented the background to the Committee. It was moved by Olson, seconded by Ellington to recommend approval of the conveyance of certain real estate interest to Wis DOT for the ADA Curb Ramps as presented. Motion carried unanimously.
- i. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for February 2024 – It was moved by Ellington, seconded by Olson to approve the monthly Billing Adjustments/Credits as presented. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report
 - i. Staffing Updates – Peterson said that new employee, Trent Beale started a couple weeks ago and is doing well.
 - ii. Project Updates – Peterson said the sewer main, Water Street CIPP project is complete and a significant improvement of around 100,000 gallons a day less water since we have the main sealed. He said the Hwy. 33 project the department will be replacing some water main tomorrow and then everything else will begin next week. Peterson said as part of the Enterprise program, the Water Utility will be receiving three utility trucks hopefully by the end of March. These trucks should be under a three-year lease. He said in response to the question regarding US Cell, they pay about \$60,000 per year.
- b. Street Superintendent's Report
 - i. Staffing Updates – Pinion said the department is still operating with 7:00am start 5-days per week as our “normal” schedule. When Spring Leaf Collection and stump grinding begins, we will move those crews to “4-10’s” so we can maximize the work day length Monday thru Thursday. This also allows us to operate a crew 7:00am – 3:00pm on Fridays, creating a 48 hour week for those tasks, without the need for additional overtime. Pinion said that this doesn’t affect PW directly, but Randy Seymour is retiring after 30+ years, they promoted from within, so it left an open maintenance position, we had a PW crewman apply for that position, and so as of Monday he will be working for the Parks Department. Pinion said in April we have been

informed of another retirement, so the Department will be two people below “normal”. He said that if we can get a contract together that satisfies the Council regarding refuse/recycling pickup, the retirement position will not be filled, and we will be back to full staff.

- ii. Project Updates – None
- iii. Monthly Activity Report – Pinion said the department continues to help Forestry Department with tree removals. He said the list of trees has grown to 119 trees. He said a stump grinder is reserved from Monday, March 11 until Friday, April 5. Pinion said with the mild weather alley preparation will begin once the road limits are removed and asphalt plants begin making hot mix. Current alleys scheduled are:
 - Between 10th and 11th Streets, Warren to Barker
 - Between 11th to 12th (Dead End), Oak and Ash Streets
 - Between 12th and 13th Streets, Barker to Elizabeth
 - Between 3rd Ave to 4th Ave, Birch and West

Pinion said we maintain a regular cleaning schedule for the City Services Center. He said that the department has also been doing regular cleaning at City Hall in the absence of a regular maintenance employee. He said that staff has been inspecting stormwater outfalls for maintenance, including structural repairs, brush/debris removal, and sediment removal. He said this practice is performed biannually, at a minimum in an effort to maintain our stormwater system outlets.

- c. Police Chief’s Report
 - i. Staffing Updates – Sinden said that they remain current at fully authorized staffing levels. He said they do have one external law enforcement agency that is backgrounding on of our current patrol officers, so he doesn’t know if they have been offered the position or not or if they will accept it.
 - ii. Case/Response Update – Sinden said all reports were included in the packets. He said overall cases to date this year are 827, last year at this time they were 1104. He said that the Middle School has chosen not to report trancies. Kolb said another good job on Use of Force. He said A.L.I.C.E. is now a copyrighted agency, they expect payment if their training protocol is used. He said on a County-wide basis they have migrated to what is now named I Love You Guys.

Information Items

- a. STH 33 Reconstruction Project – Status Report – The project started today. The project is scheduled for 10 months, all traffic control was all up and operating. Business signs are being put up for businesses that are isolated. Pinion explained the process of residents being able to know what cross intersections are open or closed. Completion date is November 15.
- b. Curb “humps” between adjacent driveways for adjoining duplex condominium units on Manassas – Pinion said that the “humps” are there because a single-family home driveway can only to 20 feet wide at the sidewalk and these condos are individually owned. He said a new residents hates the “humps” and said they can’t back out if a vehicle is parked across the street in front of someone’s carriage walk. It was not the Committee’s desire to entertain changing the ordinance.
- c. No Parking Signs on the Courthouse Square for Sundays between 6 AM and 4 PM – Pinion speculates that this started with the Farmer’s Market started on Sunday. Pinion said that these signs are going to disappear.

AJOURNMENT – There being no further business, Kolb declared the meeting adjourned at 3:09 p.m.

Respectfully submitted,

Tom Kolb, Chairman