



Meeting of the Finance-Personnel Committee
AGENDA

Tuesday, July 9, 2024, 6:00 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Pages

- | | | |
|-----|---|----|
| 1. | Call Meeting to Order | |
| 1.a | Roll Call of Membership | |
| 1.b | Note Compliance with Open Meeting Law | |
| 1.c | Approve Minutes of June 25, 2024 | 2 |
| 1.d | Approve Agenda | |
| 2. | Action Items | |
| 2.a | Accounts Payable | 4 |
| | Review and recommendation to Common Council on paying \$548,629.50. | |
| 2.b | Development Agreement, PR Baraboo LLC | 18 |
| | Review and recommendation to the Common Council to authorize the City Administration and City Clerk to execute a development Agreement with PR Baraboo, LLC (Pizza Ranch). (Pinion) | |
| 3. | Discussion Items | |
| 3.a | Shared Ride Taxi | |
| 3.b | Health Insurance Options | |
| 3.c | Creation of TIF Policy | |
| 4. | Adjournment | |

Finance/Personnel Committee Meeting Minutes

June 25, 2024, 6:00 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Members Present: Sloan, Kent, Kierzek
Others Present: Mayor Nelson, Interim City Administrators P. Cannon & T. Pinion, Clerk Zeman, J. Ostrander, R. Sinden, D. Olson, David Grant, Brett Topham

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 June 11, 2024

Moved by: Kierzek

Seconded by: Sloan

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Kent

Seconded by: Kierzek

CARRIED (3 to 0)

2. Action Items

2.a Accounts Payable

Moved by: Kent

Seconded by: Kierzek

Recommend paying \$435,515.69 in Accounts Payable.

CARRIED (3 to 0)

2.b Cybersecurity Grant

Chief Sinden explained that this grant is funded through the State of Wisconsin, which was funded by a Federal grant. This grant allows for up to \$100,000 per year, for three years. In most states this is a 90/10 match grant; in Wisconsin the 10% match for the City has been waived, and it's 100% grant money. If approved, the Chief will be working very closely with a managed service provider, an Information Technology company. The City is not in current compliance with best practice security practices, we should be using multi factor authentication. The police department has had multiple Criminal Justice Information System (CJIS) audits in previous years, all which were passed. They have again been selected for this audit for 2024. The police department is not currently meeting the security requirement standards for the CJIS audit. This grant would allow the city to come into compliance with best practice and CJIS requirements. Chief Sinden will confirm that the 10% is waived for all three years.

Moved by: Kent

Seconded by: Kierzek

Recommend to Common Council to authorize Police Chief Sinden to submit, and accept, the State & Local Cybersecurity Grant Program (SLCGP).

CARRIED (3 to 0)

2.c Referendum Public Education, Mueller Communications

P. Cannon noted that this agreement was discussed at previous meetings and includes the public education, or "marketing", for the November referendum. This agreement includes informational meetings and outreach. As of now Mueller Communications does not have the time to complete a survey; if the City is interested in sending out a survey, staff would have to take care of this. A budget amendment is included to take the funds from Fund Balance to pay for this.

Moved by: Kent

Seconded by: Kierzek

Recommend to Common Council to accept the proposal from Mueller Communications, not to exceed \$50,423.00, for public education of the November referendum.

CARRIED (3 to 0)

2.d Referendum Financials, Ehlers & Associates, Inc.

P. Cannon noted that Ehlers & Associates, Inc would do the financial work and file the forms on our behalf for the November referendum; they will determine the amount of funds to request with the November referendum. A budget amendment was included, this will also be paid for with Fund Balance.

Moved by: Kent

Seconded by: Kierzek

Recommend to Common Council to accept the proposal from Ehlers & Associates, Inc., not to exceed \$6,000, as preparation of the financial scope for the November referendum.

CARRIED (3 to 0)

2.e Interim City Administrators Salary

Chairman Sloan explained that with the new City Administrator starting shortly, the current Co-Interim City Administrators will be assisting John Young, providing information and getting him up to speed on current projects within the City. Because of this, he feels they should be compensated for their time spent with Mr. Young.

Moved by: Kent

Seconded by: Kierzek

Recommend to Common Council on extending the salary increase for Co-Interim City Administrators Pat Cannon & Tom Pinion.

CARRIED (3 to 0)

2.f TID #13, Ehlers & Associates, Inc.

P. Cannon explained that Ehlers & Associates has already completed phase 1 of the creation of TID #13. This phase determined if it was financially feasible for the City to create the TID. The next two phases will include preparing and scheduling for the Joint Review Board and filing the necessary paperwork with the State for the creation of TID #13. This will move forward with the creation of the TID before September 30th, allowing the City to get the most benefit from the TID before the law changes. Ald. Kent noted his concern that this is not being reviewed by the new City Administrator and we have no development agreements for future development; he feels there are a number of things that are in the works that should be done, and looked at, prior to approving this. He feels creating this TID could take away future options. It was noted that even though we create the TID, Council still has the ability to approve or deny any future development agreements.

Moved by: Sloan

Seconded by: Kierzek

Recommend to Common Council to authorize Ehlers & Associates, Inc. to create TID #13.

Against (1): Kent

CARRIED (2 to 1)

2.g Uncollectible Accounts

J. Ostrander noted that this is an annual resolution to approve writing off delinquent accounts.

Moved by: Kent

Seconded by: Kierzek

Recommend to Common Council on writing off delinquent accounts.

CARRIED (3 to 0)

3. Discussion Items

None.

4. Adjournment

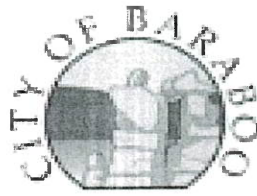
Moved by: Kent

Seconded by: Kierzek

That the meeting be adjourned at 6:49pm.

CARRIED (3 to 0)

Brenda M. Zeman, City Clerk



City of Baraboo, Wisconsin

*Finance Department
101 South Boulevard
Baraboo, WI 53913*

July 09, 2024

The Council lists attached are check registers described in summary below:

Category	Total	Accounts Payable Run Date
General	\$ 75,574.89	July 3rd, 2023
Utility	\$ 70,632.06	June 28th, 2024
ACH	\$ 1,948.76	June, 2024
pAPayroll	\$ 400,473.79	June, 2024
Total expenditures	\$ 548,629.50	

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
197905							
07/03/2024	197905	ACTION ELECTRIC OF S	9863	06/13/2024	PK-FLD 4 PIERCE BC POWER	870-52-55200-300-000	761.04
Total 197905:							761.04
197906							
07/03/2024	197906	Animal House Pet Supplies	VVW7B2FZQ	06/07/2024	ZOO-ANIMAL FOOD	100-52-55410-342-000	69.25
Total 197906:							69.25
197907							
07/03/2024	197907	BARABOO DISTRICT AM	241406-3614	06/14/2024	PD- BLOOD DRAWS 2/24-5/18/2	100-20-52110-270-000	2,775.00
Total 197907:							2,775.00
197908							
07/03/2024	197908	BELCO VEHICLE SOLUTI	9335	05/14/2024	PD- NEW #47 CHANGEOVER IN	790-20-52110-811-000	13,632.04
Total 197908:							13,632.04
197909							
07/03/2024	197909	CALEDONIA SEED & SER	210	06/11/2024	PK-PIERCE IT'S POSS GRASS S	870-52-55200-821-000	605.00
07/03/2024	197909	CALEDONIA SEED & SER	214	06/25/2024	PK - WEED TREATMENT	100-52-55200-345-000	187.50
Total 197909:							792.50
197910							
07/03/2024	197910	CGC INC.	68404	06/24/2024	ENG-2024 STREET RECONSTR	430-30-57330-215-000	6,570.00
Total 197910:							6,570.00
197911							
07/03/2024	197911	CITY OF BARABOO - UTIL	9701560	06/17/2024	PK - PIERCE INCLUSIVE GRAS	870-52-55200-821-000	71.80
Total 197911:							71.80
197912							
07/03/2024	197912	CROELL REDI-MIX INC	854795	06/12/2024	PKS-PIERCE IT'S POSS CONCR	870-52-55200-821-000	2,251.00
Total 197912:							2,251.00
197913							
07/03/2024	197913	CT LABORATORIES LLC	187704	06/26/2024	ZOO - POND TESTING	100-52-55410-280-000	210.00
Total 197913:							210.00
197914							
07/03/2024	197914	D.L. GASSER CONSTRU	5000002910	06/18/2024	PW-15.570 TONS HOT MIX	100-31-53300-371-000	1,027.62
07/03/2024	197914	D.L. GASSER CONSTRU	5000029077	06/13/2024	PW-20.090 TONS HOT MIX	100-31-53300-371-000	1,325.94
07/03/2024	197914	D.L. GASSER CONSTRU	5000029105	06/19/2024	PW-10.860 TONS HOT MIX	100-31-53300-371-000	716.76
07/03/2024	197914	D.L. GASSER CONSTRU	5000029117	06/20/2024	PW-4.540 TONS HOT MIX	100-31-53300-371-000	299.64
Total 197914:							3,369.96
197915							
07/03/2024	197915	DOG WASTE DEPOT	715676	06/24/2024	PK-DOG WASTE BAGS	100-52-55200-340-000	158.77

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 197915:							158.77
197916							
07/03/2024	197916	Elizabeth Leatherberry	23100	06/17/2024	REC - CHEER REFUND CANCEL	100-53-46751-075	45.00
Total 197916:							45.00
197917							
07/03/2024	197917	FARRELL EQUIPMENT &	147007	06/26/2024	PW-CONCRETE REMOVER	100-31-53240-340-000	139.99
Total 197917:							139.99
197918							
07/03/2024	197918	FASTENAL COMPANY	WIBAR24603	05/23/2024	POOL - HEX SCREWS	100-53-55420-350-000	40.25
07/03/2024	197918	FASTENAL COMPANY	WIBAR24603	05/23/2024	PW-OIL DRY	100-31-53270-340-000	591.50
07/03/2024	197918	FASTENAL COMPANY	WIBAR24623	06/07/2024	PW-LAG BOLTS	100-31-53300-364-000	41.78
07/03/2024	197918	FASTENAL COMPANY	WIBAR24623	06/07/2024	PW-SANITARY WIPES	100-31-53270-340-000	38.59
Total 197918:							712.12
197919							
07/03/2024	197919	GRAINGER	9146848156	06/11/2024	POOL- PIPE/HEATER LEAK	100-53-55420-350-000	190.11
07/03/2024	197919	GRAINGER	9146848164	06/11/2024	POOL - PIPE/HEATER LEAK	100-53-55420-350-000	92.22
Total 197919:							282.33
197920							
07/03/2024	197920	HOHLS FARM SUPPLY IN	102021	06/20/2024	ZOO - ANIMAL FEED	100-52-55410-342-000	65.00
Total 197920:							65.00
197921							
07/03/2024	197921	Jacob Funkhouser	23539	06/12/2024	REC- PICKLEBALL REFUND CA	100-53-46751-101	100.00
Total 197921:							100.00
197922							
07/03/2024	197922	Jarrod Katon	23242	06/12/2024	REC-PICKLEBALL REFUND CAN	100-53-46751-101	90.00
Total 197922:							90.00
197923							
07/03/2024	197923	MID-STATE EQUIPMENT I	06212024	06/21/2024	PK-MOWER BLADE	100-52-55200-250-000	123.78
Total 197923:							123.78
197924							
07/03/2024	197924	MIDWEST POOL SUPPLY	113453	06/19/2024	POOL-CHLORINE	100-53-55420-345-000	2,400.00
Total 197924:							2,400.00
197925							
07/03/2024	197925	MINUTEMAN PRESS-BAR	52172	04/25/2024	REC-JAMES/PEACH LABELS &	100-53-55300-340-160	98.85
07/03/2024	197925	MINUTEMAN PRESS-BAR	52592	06/19/2024	REC-STAGE 3 LABELS & SCRIP	100-53-55300-340-160	92.28
07/03/2024	197925	MINUTEMAN PRESS-BAR	52650	06/27/2024	REC- STAGE 3 SCRIPTS EMPE	100-53-55300-340-160	41.40

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 197925:							232.53
197926							
07/03/2024	197926	NAPA AUTO PARTS	508115	05/16/2024	PW- BULK DEF	100-31-53240-348-000	607.53
07/03/2024	197926	NAPA AUTO PARTS	510742	06/18/2024	PW-#49 BALE CHOPPER SPARK	100-31-53240-350-000	20.75
07/03/2024	197926	NAPA AUTO PARTS	510845	06/19/2024	PW-FIRE/EMS C406202024 BRA	100-31-53240-350-000	339.98
07/03/2024	197926	NAPA AUTO PARTS	511046	06/21/2024	PK-OIL FILTER	100-52-55200-250-000	6.74
07/03/2024	197926	NAPA AUTO PARTS	511244	06/25/2024	PW-ALARM; BACK UP ALARM	100-31-53240-350-000	98.39
07/03/2024	197926	NAPA AUTO PARTS	511332	06/26/2024	IT-SERVER CH2032 BATTERY	100-10-51450-340-000	6.21
07/03/2024	197926	NAPA AUTO PARTS	511410	06/26/2024	PW-OIL FILTER (W/O 400062620	100-31-53240-350-000	3.37
07/03/2024	197926	NAPA AUTO PARTS	511518	06/27/2024	PW-AIR FILTER (W/O C3062720	100-31-53240-350-000	10.13
07/03/2024	197926	NAPA AUTO PARTS	511519	06/27/2024	PW-OIL FILTER (W/O C30627202	100-31-53240-350-000	3.37
07/03/2024	197926	NAPA AUTO PARTS	511579	06/28/2024	PW-FUEL FILTER, OIL FILTER (100-31-53240-350-000	152.23
Total 197926:							1,248.70
197927							
07/03/2024	197927	Nicole Elgar	23207	06/17/2024	REC - CHEER REFUND CANCEL	100-53-46751-075	45.00
Total 197927:							45.00
197928							
07/03/2024	197928	PICKETTS SEPTIC TANK	JUN24	06/22/2024	PK - PORT TOILETS @ ATTRIDG	250-52-55200-280-000	650.00
Total 197928:							650.00
197929							
07/03/2024	197929	PIONEER MANUFACTURI	205856	06/19/2024	PK-STRIPING PAINT	100-52-55200-340-000	1,666.42
Total 197929:							1,666.42
197930							
07/03/2024	197930	POINTON HEATING & AIR	201204	06/18/2024	CC - AC TRAP DRAIN	100-52-55130-260-000	160.00
Total 197930:							160.00
197931							
07/03/2024	197931	PREMIER TRUCK GROUP	M82327921	06/26/2024	PW-EXCHANGE SUPPLY UNIT,	100-31-53240-350-000	2,079.98
Total 197931:							2,079.98
197932							
07/03/2024	197932	REEDSBURG UTILITY CO	26578-06202	06/20/2024	CITY-JUNE 24 INTERNET	100-10-51450-252-000	337.55
Total 197932:							337.55
197933							
07/03/2024	197933	RIVERSIDE RENTALS	7200K	06/01/2024	CSC-ARGON CO2	100-31-53270-348-000	50.00
07/03/2024	197933	RIVERSIDE RENTALS	72251	06/26/2024	PW-125 C FT OXYGEN	100-31-53270-348-000	60.00
Total 197933:							110.00
197934							
07/03/2024	197934	STANARD & ASSOCIATES	SA00005843	06/27/2024	PD- WRITTEN TESTS FOR PATR	100-20-52110-216-000	240.00

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 197934:							240.00
197935							
07/03/2024	197935	TOP PACK DEFENSE	13509	06/19/2024	PD- MCSHAFFREY GEAR FOR P	100-20-52110-392-000	366.95
Total 197935:							366.95
197936							
07/03/2024	197936	WISCONSIN METAL SALE	468554	04/03/2024	PK - METAL ROLLED/FINISHED	100-52-55200-280-000	114.50
Total 197936:							114.50
7003081							
07/03/2024	7003081	BOARDMAN & CLARK LL	286100	06/19/2024	ATTY-PROSECUTIONS MAY 24	100-13-51300-213-000	6,556.50
07/03/2024	7003081	BOARDMAN & CLARK LL	286638	06/25/2024	ATTY-WALMART 2021 TAX ASSE	100-13-51300-213-000	185.00
07/03/2024	7003081	BOARDMAN & CLARK LL	286639	06/25/2024	ATTY-2022 TAX ASSESSMENT A	100-13-51300-213-000	376.00
07/03/2024	7003081	BOARDMAN & CLARK LL	286780	06/28/2024	ATTY-WALMART DARKSTORE L	100-13-51300-320-000	250.00
Total 7003081:							7,367.50
7003082							
07/03/2024	7003082	CINTAS CORPORATION	1904946523	06/20/2024	PW-GLOVES	100-31-53270-340-000	66.00
07/03/2024	7003082	CINTAS CORPORATION	4196099049	06/18/2024	PW-MOP FRAME; SHOP TOWEL	100-31-53270-340-000	151.86
07/03/2024	7003082	CINTAS CORPORATION	4196770127	06/25/2024	PW-SCRAPER MATS; URINAL M	100-31-53270-340-000	93.10
07/03/2024	7003082	CINTAS CORPORATION	4196770146	06/25/2024	CITY-MATS	100-11-51640-260-000	51.86
07/03/2024	7003082	CINTAS CORPORATION	5217445514	06/24/2024	PW-CABINET ORGANIZED; EXX	100-31-53270-340-000	33.35
Total 7003082:							396.17
7003083							
07/03/2024	7003083	MCFARLANES INC	IV04157	06/25/2024	PK-MOWER PINS & BOLTS	100-52-55200-250-000	76.12
Total 7003083:							76.12
7003084							
07/03/2024	7003084	MENARDS - BARABOO	44049-31900	05/09/2024	PW-1/2" X 10' REBAR (#4); LOCT	100-31-53300-340-000	117.03
07/03/2024	7003084	MENARDS - BARABOO	44128-31900	05/10/2024	PW-.22 CAL BROWN LOAD; 300	100-31-53350-350-000	58.62
07/03/2024	7003084	MENARDS - BARABOO	47299-31900	06/17/2024	PW- INSECTICIDE	100-31-53270-340-000	16.48
07/03/2024	7003084	MENARDS - BARABOO	47299-31900	06/17/2024	PW-ELECTRICAL SUPPLIES;	100-31-53270-350-000	57.95
07/03/2024	7003084	MENARDS - BARABOO	47344-31900	06/17/2024	PW-ELECTRICAL SUPPLIES	100-31-53270-350-000	50.99
07/03/2024	7003084	MENARDS - BARABOO	47529-31900	06/19/2024	PW-CONCRETE MIX	950-36-83100-410-000	179.55
07/03/2024	7003084	MENARDS - BARABOO	48006-31900	06/25/2024	PK - TAPE,GROUT BAG,MORTA	100-52-55200-260-000	66.52
07/03/2024	7003084	MENARDS - BARABOO	48342-31900	06/28/2024	ZOO-PVC FITTINGS	100-52-55410-350-000	7.37
07/03/2024	7003084	MENARDS - BARABOO	48342-31900	06/28/2024	ZOO-BLEACH,SPONGES	100-52-55410-340-000	22.85
Total 7003084:							577.36
7003085							
07/03/2024	7003085	S&S WORLDWIDE INC.	IN101408495	06/06/2024	REC-PICKLEBALLS	100-53-55300-340-100	40.42
07/03/2024	7003085	S&S WORLDWIDE INC.	IN101408495	06/06/2024	REC-TOT LOT PARACHUTE	870-53-55300-300-000	45.11
Total 7003085:							85.53
7003086							
07/03/2024	7003086	SCHUMACHER ELEVATO	90618032	06/21/2024	CC-ELEVATOR FIRE SAFETY SI	100-52-55130-350-000	61.32

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 7003086:							61.32
7003087							
07/03/2024	7003087	TAPCO TRAFFIC & PARKI	I781653	06/25/2024	PW-TRAFFIC SIGNAL INSPECTI	100-31-53300-270-000	368.95
Total 7003087:							368.95
7003088							
07/03/2024	7003088	VONBRIESEN & ROPER	462240	06/20/2024	ENG-TID #11 DEVELOPMENT A	311-10-56600-213-000	2,909.50
Total 7003088:							2,909.50
8000104							
07/03/2024	8000104	AMAZON.COM	1PNV-1171-7	07/01/2024	REC-VB SCOREBOARDS	100-53-55300-340-110	31.84
07/03/2024	8000104	AMAZON.COM	1PNV-1171-7	07/01/2024	CC-FAUCET BATTERIES	100-52-55130-340-000	50.95
07/03/2024	8000104	AMAZON.COM	1PNV-1171-7	07/01/2024	ZOO - GOAT MINERALS	100-52-55410-342-000	55.96
07/03/2024	8000104	AMAZON.COM	1PNV-1171-7	07/01/2024	POOL-RADIOS, LESSON/EVENT	100-53-55420-340-000	162.43
07/03/2024	8000104	AMAZON.COM	1PQL-KKDQ-	07/01/2024	PD- MAGNETIC MOUNT FOR CA	100-20-52110-392-000	44.82
07/03/2024	8000104	AMAZON.COM	1PQL-KKDQ-	07/01/2024	PD- WYZE CAMERAS (3) FOR F	100-20-52110-392-000	147.06
Total 8000104:							493.06
8000105							
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	LIBRARY NETWORK PHONE	285-51-55115-220-000	54.63
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	PARKS-101 S BLVD PHONE	100-52-55200-220-000	35.12
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	RECREATION-101 S BLVD PHO	100-53-55300-220-000	19.51
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	BLDG INSP-101 S BLVD PHONE	100-22-52400-220-000	11.71
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	ENGINEER-101 S BLVD PHONE	100-30-53100-220-000	31.21
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	POLICE-101 S BLVD PHONE	100-20-52110-220-000	245.84
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	MAYOR-101 S BLVD PHONE	100-10-51410-220-000	15.61
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	ATTORNEY-101 S BLVD PHONE	100-13-51300-220-000	3.90
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	ADMIN-101 S BLVD PHONE	100-14-51400-220-000	19.51
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	FINANCE-101 S BLVD PHONE	100-11-51500-220-000	35.12
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	PS/ADMIN BLDG-101 S BLVD	100-11-51640-220-000	44.31
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	FIRE STATION ELEVATOR- 135	100-00-15620-000	25.25
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	CDA-101 S BLVD PHONE	100-00-15980-000	35.12
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	WATER-101 S BLVD PHONE	100-00-15640-000	35.12
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	SEWER-101 S BLVD PHONE	100-00-15610-000	46.83
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	AMBULANCE-NETWORK PHON	100-00-15620-000	35.12
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	FIRE DEPT-NETWORK PHONE	100-00-15620-000	54.63
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	ASSESSOR-101 S BLVD PHONE	100-11-51530-220-000	11.71
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	TREASURER-101 S BLVD PHON	100-11-51520-220-000	23.41
07/03/2024	8000105	BRIGHTSPEED	301217856-0	06/17/2024	PUBLIC WORKS-101 S BLVD PH	100-31-53230-220-000	50.73
07/03/2024	8000105	BRIGHTSPEED	301217859-0	06/17/2024	CC - PHONE	100-52-55130-220-000	126.82
07/03/2024	8000105	BRIGHTSPEED	301217859-0	06/17/2024	ZOO - PHONE	100-52-55410-220-000	29.65
07/03/2024	8000105	BRIGHTSPEED	301217859-0	06/17/2024	POOL - PHONE	100-53-55420-220-000	67.54
Total 8000105:							1,058.40
8000106							
07/03/2024	8000106	HEARTLAND BUSINESS	705614-H	06/25/2024	IT-MICROSOFT LICENSES JUNE	100-10-51450-252-000	1,053.39
Total 8000106:							1,053.39

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
8000107							
07/03/2024	8000107	MSA PROFESSIONAL SE	351540-0059	06/20/2024	ENG-TID #11 SPIRIT LAKE UTILI	311-30-57330-821-000	2,384.84
07/03/2024	8000107	MSA PROFESSIONAL SE	351540-0059	06/20/2024	ENG-TID #11 SPIRIT LAKE UTILI	311-10-59295-920-000	2,384.84
07/03/2024	8000107	MSA PROFESSIONAL SE	351540-0059	06/20/2024	ENG-TID #11 SPIRIT LAKE UTILI	311-10-59296-920-000	2,384.84
07/03/2024	8000107	MSA PROFESSIONAL SE	351540-0059	06/20/2024	ENG-TID #11 SPIRIT LAKE UTILI	311-10-59297-920-000	2,384.84
Total 8000107:							9,539.36
8000108							
07/03/2024	8000108	PATRICK CANNON CONS	2024-6B2	06/28/2024	ADM-INTERM ADMIN SERVICES	100-14-51400-212-000	4,482.73
07/03/2024	8000108	PATRICK CANNON CONS	2024-6B2	06/28/2024	ADM-MANAGEMENT SERVICES	254-21-52200-212-000	2,500.00
07/03/2024	8000108	PATRICK CANNON CONS	2024-6B2	06/28/2024	ADM-MANAGEMENT SERVICES	100-15-56710-212-000	1,455.16
Total 8000108:							8,437.89
8000109							
07/03/2024	8000109	PreCise MRM LLC	IN200-10494	06/18/2024	PW-5MB FLAT DATA PLAN US W	100-31-53350-270-000	40.00
07/03/2024	8000109	PreCise MRM LLC	IN200-10494	06/18/2024	PW-5MB FLAT DATA PLAN US W	950-36-81000-270-000	60.00
Total 8000109:							100.00
8000110							
07/03/2024	8000110	RHYME BUSINESS PROD	35831678	01/31/2024	LIB-COPIER LEASE MISSED W/	285-51-55110-530-000	95.29
07/03/2024	8000110	RHYME BUSINESS PROD	36859264	06/24/2024	LIBRARY - COPIER/PRINTS-06-2	285-51-55115-250-000	283.02
07/03/2024	8000110	RHYME BUSINESS PROD	36859264	06/24/2024	LIBRARY COPIER LEASE-06-24	285-51-55110-530-000	403.88
07/03/2024	8000110	RHYME BUSINESS PROD	36859264	06/24/2024	PARKS - COPIER/PRINTS-06-24	100-52-55200-250-000	75.05
07/03/2024	8000110	RHYME BUSINESS PROD	36859264	06/24/2024	POLICE COPIER/PRINTS-06-24	100-20-52130-250-000	104.73
07/03/2024	8000110	RHYME BUSINESS PROD	36859264	06/24/2024	ADMIN/FINANCE COPIER/PRIN	100-11-51500-250-000	217.16
Total 8000110:							1,179.13
Grand Totals:							75,574.89

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
18892						
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-MINE RD TOWER	970-37-66500-222-000	164.92
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 6-919 SAUK AVE	970-37-62300-222-000	1,674.98
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 6-919 SAUK AVE	970-37-66500-223-000	15.17
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-EAST ST TOWER	970-37-66500-222-000	166.42
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-MANCHESTER SLUDGE	960-36-82710-222-000	15.17
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-COMM PKWY TOWER	970-37-66500-222-000	127.75
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-8TH ST GRINDER PUMP	960-36-83200-222-000	19.25
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 7-801 GALL RD	970-37-62300-222-000	2,622.99
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 7-801 GALL RD	970-37-66500-223-000	15.17
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 4-7TH ST	970-37-62300-222-000	2,079.01
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 4-7TH ST	970-37-66500-223-000	15.17
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 8-721 2ND AVE	970-37-62300-222-000	2,760.46
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 8-721 2ND AVE	970-37-66500-223-000	15.17
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-WEST GARAGE	960-36-82100-222-000	16.01
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-MANCHESTER CONTROL	960-36-82100-222-000	9,291.56
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-MANCHESTER CONTROL	960-36-82710-222-000	699.36
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-MOORE ST TOWER	970-37-66500-222-000	33.26
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-POTTER ST LIFTSTATION	960-36-83200-222-000	31.80
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-OAK ST HI-LIFT STATION	970-37-62300-222-000	590.98
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-OAK ST HI-LIFT STATION	970-37-66500-223-000	31.16
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-BIRCH ST TWR-RADIO BLDG	970-37-66500-222-000	44.47
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-HEADWORKS BLDG	960-36-82200-222-000	17.27
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	SEWER-ST RD 33 LIFTSTATION	960-36-83200-222-000	94.77
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-COMM AVE BOOSTER STATION	970-37-62300-222-000	332.95
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-COMM AVE BOOSTER STATION	970-37-66500-223-000	43.91
06/28/2024	ALLIANT ENERGY	u082330JUN	06/17/2024	WATER-WELL NO. 2-732 HILL ST	970-37-62300-222-000	763.82
Total 18892:						21,682.95
18893						
06/28/2024	AQUACHEM OF AMERICA INC	S9216AQ	06/25/2024	SEWER-POLYMER-2300 LB TOTES (1)	960-36-82500-345-000	4,301.00
Total 18893:						4,301.00
18894						
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-SUPT CELL PHONE	960-36-85100-220-000	21.64
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-SUPT CELL PHONE	970-37-92100-220-000	21.65
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-SCADA SERVICE@WELLS	970-37-63300-250-000	77.99
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-SCADA SERVICE@TOWERS	970-37-67200-250-000	77.99
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-SCADA SERVICE@BOOSTERS	970-37-67800-250-000	39.00
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-SCADA SERVICE@TABLETS	970-37-67300-270-000	35.00
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-SCADA SERVICE@TABLETS	960-36-83100-250-000	10.82
06/28/2024	AT&T MOBILITY	U287305468	06/15/2024	UTIL-NEW TABLET	960-36-83100-250-000	499.99
Total 18894:						784.08
18895						
06/28/2024	BRIGHTSPEED	S301299619	06/17/2024	SEWER-PHONE-ACCT 301299619	960-36-85100-220-000	58.62
06/28/2024	BRIGHTSPEED	W301217861	06/17/2024	WATER-PHONE-ACCT 301217861	970-37-66500-220-000	14.66
06/28/2024	BRIGHTSPEED	W301217861	06/17/2024	WATER-PHONE-ACCT 301217861	970-37-92100-220-000	14.65
Total 18895:						87.93
18896						
06/28/2024	CINTAS CORPORATION	S419462744	06/04/2024	SEWER-TOWELS/MAT-SOLD TO #12710570	960-36-85600-390-000	10.96

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
06/28/2024	CINTAS CORPORATION	S419609880	06/18/2024	SEWER-TOWELS/MATS-SOLD TO #12710570	960-36-85600-390-000	10.96
06/28/2024	CINTAS CORPORATION	W419462745	06/04/2024	WATER-TOWELS/MATS-SOLD TO #12710608	970-37-66500-340-000	12.40
06/28/2024	CINTAS CORPORATION	W419609884	06/18/2024	WATER-TOWELS/MATS-SOLD TO #12710608	970-37-66500-340-000	12.40
Total 18896:						46.72
18897						
06/28/2024	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/28/2024	STORMWATER-JUN 2024 RECEIPTS	970-37-40419-001	.01
06/28/2024	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/28/2024	STORMWATER-JUN 2024 RECEIPTS	999-00-10005-000	230.14
06/28/2024	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/28/2024	STREET LIGHT-JUN 2024 RECEIPTS	999-00-10005-000	144.95
06/28/2024	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/28/2024	STREET LIGHT-JUN 2024 RECEIPTS	970-37-40419-001	.01
Total 18897:						375.11
18898						
06/28/2024	CLIFTONLARSONALLEN LLP	U-L24134515	05/29/2024	UTIL-2023 AUDITS-ACCT A171924	960-36-85200-214-000	2,700.00
06/28/2024	CLIFTONLARSONALLEN LLP	U-L24134515	05/29/2024	UTIL-2023 AUDITS-ACCT A171924	970-37-92300-214-000	2,700.00
Total 18898:						5,400.00
18899						
06/28/2024	CORE & MAIN LP	W-S084780	06/18/2024	WA-MXU(S)-SINGLEPORT-PRORATED WARR	970-96-10346-201	2,964.00
06/28/2024	CORE & MAIN LP	W-V081671	06/17/2024	WATER-INVENTORY-ACCT 97801	970-96-10154-001	1,142.36
06/28/2024	CORE & MAIN LP	W-V113170	06/20/2024	WATER-INVENTORY-ACCT 97801	970-96-10154-001	1,514.38
06/28/2024	CORE & MAIN LP	W-V113170	06/20/2024	WATER-MAIN GASKETS	970-37-67300-236-000	42.90
Total 18899:						5,663.64
18900						
06/28/2024	ELAN FINANCIAL SERVICES	U06132024	06/13/2024	WATER-DNR SAMPLE MAILING	970-37-64300-343-000	94.35
06/28/2024	ELAN FINANCIAL SERVICES	U06132024	06/13/2024	SE-FREIGHT: UV SEALANT ORDER	960-36-83400-260-000	399.82
06/28/2024	ELAN FINANCIAL SERVICES	U06132024	06/13/2024	UTIL-IPAD TABLET CASES	960-36-83100-250-000	62.07
06/28/2024	ELAN FINANCIAL SERVICES	U06132024	06/13/2024	UTIL-IPAD TABLET CASES	950-36-83100-340-000	62.07
Total 18900:						618.31
18901						
06/28/2024	H JAMES AND SONS INC	W062024	06/20/2024	WA-MAIN REPAIR @ 100 SO BLVD	970-37-67300-236-000	2,300.00
Total 18901:						2,300.00
18902						
06/28/2024	MENARDS - BARABOO	S47336	06/17/2024	SE-BATTERIES-ACCT 31900288	960-36-85600-390-000	19.99
06/28/2024	MENARDS - BARABOO	S47336	06/17/2024	SE-BULBS/GLUE/TRASHBAGS/BLADES	960-36-83400-260-000	52.32
06/28/2024	MENARDS - BARABOO	S47336	06/17/2024	SE-SPONGE SEAL-SLUDGE REPAIR	960-36-83300-250-000	8.98
06/28/2024	MENARDS - BARABOO	S47424	06/18/2024	SE-GENERAC EDGER-4 CYCLE	960-36-85600-390-000	409.98
06/28/2024	MENARDS - BARABOO	S47424	06/18/2024	SE-PAINT/BRUSHES: SAMPLER ROOM	960-36-83400-260-000	97.32
06/28/2024	MENARDS - BARABOO	S47424	06/18/2024	SE-LIQUID PAPER-ACCT 31900288	960-36-85100-310-000	2.38
06/28/2024	MENARDS - BARABOO	S47542	06/19/2024	SE-PARTS: INFLUENT SAMPLER LINE	960-36-83400-260-000	125.41
06/28/2024	MENARDS - BARABOO	S47591	06/20/2024	SE-PARTS: INFLUENT SAMPLER LINE	960-36-83400-260-000	84.48
06/28/2024	MENARDS - BARABOO	S47722	06/21/2024	SE-RET'D PARTS: INFLUENT SAMPLER LINE	960-36-83400-260-000	67.31
Total 18902:						733.55
18903						
06/28/2024	SEH INC	U467819	06/10/2024	UTIL-STH 33 UTILITY CONSTRUCT ADMIN	960-96-10183-001	414.77

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
06/28/2024	SEH INC	U467819	06/10/2024	UTIL-STH 33 UTILITY CONSTRUCT ADMIN	970-96-10183-001	414.77
06/28/2024	SEH INC	U468140	06/11/2024	UTIL-GIS SUPPORT-MAY 2024	240-31-53420-215-000	230.84
06/28/2024	SEH INC	U468140	06/11/2024	UTIL-GIS SUPPORT-MAY 2024	950-36-85200-215-000	230.84
06/28/2024	SEH INC	U468140	06/11/2024	UTIL-GIS SUPPORT-MAY 2024	960-36-85200-215-000	230.83
06/28/2024	SEH INC	U468140	06/11/2024	UTIL-GIS SUPPORT-MAY 2024	970-37-92300-215-000	230.83
Total 18903:						1,752.88
18904						
06/28/2024	SJE INC	S-CD995284	06/05/2024	SE-EFFLUENT FLOW METER-CUST 20115	960-36-83400-250-000	3,404.07
06/28/2024	SJE INC	W-CD995276	05/30/2024	WA-TRANSDUCER/INSTALL: CTY A TOWER	970-37-67200-239-000	2,011.91
06/28/2024	SJE INC	W-CD995286	06/06/2024	WA-REBUILD PUMP: COMM AVE BOOSTER	970-37-67800-250-000	15,491.05
Total 18904:						20,907.03
18905						
06/28/2024	STAFFORD ROSENBAUM LLP	S1296436	06/20/2024	SE-LEGAL FEES: RR XING VS WIDOT/WSOR	960-36-85200-213-000	1,863.50
Total 18905:						1,863.50
18906						
06/28/2024	STYLE N STITCHES	U14565	06/14/2024	SE-CREW TSHIRTS/SWEATSHIRTS	960-36-85600-390-000	143.00
06/28/2024	STYLE N STITCHES	U14565	06/14/2024	WA-CREW TSHIRTS/SWEATSHIRTS	970-37-90200-346-000	337.00
Total 18906:						480.00
18907						
06/28/2024	UNITED ELECTRIC INC.	W86366	06/11/2024	WA-SERVICE CALL: CTY A TWR GENERATO	970-37-67200-239-000	270.00
Total 18907:						270.00
18908						
06/28/2024	US CELLULAR	S659343497	06/10/2024	SE-SCADA SERVICE-LIFTSTATIONS (3)	960-36-83200-250-000	31.56
Total 18908:						31.56
18909						
06/28/2024	US POSTAL SERVICE	UBQTR#2-20	06/28/2024	UTIL-BILLING-QTR #2-2024	950-36-84000-343-000	994.34
06/28/2024	US POSTAL SERVICE	UBQTR#2-20	06/28/2024	UTIL-BILLING-QTR #2-2024	240-36-84000-343-000	228.27
06/28/2024	US POSTAL SERVICE	UBQTR#2-20	06/28/2024	UTIL-BILLING-QTR #2-2024	960-36-85100-343-000	684.81
06/28/2024	US POSTAL SERVICE	UBQTR#2-20	06/28/2024	UTIL-BILLING-QTR #2-2024	970-37-90300-343-000	684.81
Total 18909:						2,592.23
18910						
06/28/2024	USA BLUEBOOK	W-INV38280	06/03/2024	WA-FLUORIDE+CHLORINE/PHOSVER ACCU	970-37-64300-340-000	741.57
Total 18910:						741.57
Grand Totals:						70,632.06

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
1456							
07/01/2024	1456	CARDCONNECT	MAY2024	05/31/2024	REC - ONLINE PAYMENT PROC	100-53-55300-270-000	729.38
07/01/2024	1456	CARDCONNECT	MAY2024	05/31/2024	REC - CREDIT CARD READER	870-52-55200-300-000	515.00
Total 1456:							1,244.38
1457							
07/01/2024	1457	PAYMENT SERVICE NET	294797	06/03/2024	TRE-MAY ONLINE PSN PAYMEN	100-11-51520-290-000	105.60
Total 1457:							105.60
1458							
07/01/2024	1458	WIS DEPT OF REVENUE	MAY24	06/20/2024	SALES & USE TAX, MAY 2024	100-00-24213-000	584.65
07/01/2024	1458	WIS DEPT OF REVENUE	MAY24	06/20/2024	SALES & USE TAX, MAY 2024	940-00-24213-000	14.13
Total 1458:							598.78
Grand Totals:							1,948.76

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

Check Register - Payroll Remittance Checks

June, 2024

Check Date	Payee	Description	Amount
6/5/2024	52420	EFTPS	SOCIAL SECURITY Pay
6/5/2024	52420	EFTPS	SOCIAL SECURITY Pay
6/5/2024	52420	EFTPS	MEDICARE Pay Period:
6/5/2024	52420	EFTPS	MEDICARE Pay Period:
6/5/2024	52420	EFTPS	FEDERAL WITHHOLDING
EFTPS Total			58,056.87
6/19/2024	52533	EFTPS	SOCIAL SECURITY Pay
6/19/2024	52533	EFTPS	SOCIAL SECURITY Pay
6/19/2024	52533	EFTPS	MEDICARE Pay Period:
6/19/2024	52533	EFTPS	MEDICARE Pay Period:
6/19/2024	52533	EFTPS	FEDERAL WITHHOLDING
EFTPS Total			59,449.72
6/17/2024	52421	WI DEPT OF REVENUE	STATE TAXES WITHHELD
6/28/2024	52534	WI DEPT OF REVENUE	STATE TAXES WITHHELD
6/24/2024	52710	WI DEPT OF EMPLOYEE TRUST	HEALTH INSURANCE
6/28/2024	52711	WISCONSIN RETIREMENT	RETIREMENT
			<u>117,629.93</u>
			\$ 400,473.79

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of [_____], 2024 (the “**Effective Date**”) by and among the CITY OF BARABOO (the “**City**”), a Wisconsin municipal corporation, and PR BARABOO, LLC, a Wisconsin limited liability company (“**Developer**”).

RECITALS

A. The City has created Tax Incremental District No. 11 (“**District**”) as a mixed-use tax increment district under the City’s project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the City’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. Developer owns the real property located in the District described in greater detail in Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Property**”).

C. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a 1,924 square foot addition attached to the existing building on the Property (the “**Project**”).

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

E. The City believes it is appropriate to use tax increments from the District to provide for, among other things, the MRO for the benefit of the District to facilitate development and redevelopment within the District.

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

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

AGREEMENT

ARTICLE I – REQUIRED INFORMATION; TERMINATION

1.1 Required Information. The City shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided by the Developer to the City in form and substance reasonably acceptable to the City. On or before July 31, 2024, Developer shall provide to the City the following required information related to

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

(a) An owner’s policy of title insurance issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the insured/owner of the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, “**Property Exceptions**”). None of the Property Exceptions shall interfere with the proposed development of the Project.

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

(i) Intended commencement and completion date,

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

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

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

(d) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

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

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

1.2 Termination Rights. If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the City, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City shall

have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

ARTICLE II – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

2.1 Commencement Notice. Developer shall provide a written notice to the City of Developer’s intention to commence the Project on or before July 31, 2024 (the “**Commencement Notice**”). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the City, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the City, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not cure all outstanding Default(s) within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City shall have no obligation to perform any obligation of the City under this Agreement (including, without limitation, issuing the MRO) and the City may terminate this Agreement.

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

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (evidenced by the installation of footings for the addition) as set forth in the site plan attached as Exhibit B) on or before July 31, 2024. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 2.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 16.10 below). On or before July 31, 2025 (the “**Completion Date**”), the Project shall be completed and available for occupancy.

(b) Developer shall promptly pay for all applicable City impact fees and charges related to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Reconstruction. Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property, Developer shall proceed with the repair and

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

ARTICLE III– DEVELOPER GUARANTY AND OBLIGATIONS

3.1 Guaranteed Value. The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment (**“Equalized Value”**) of not less than One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00; the **“Guaranteed Value”**) by December 31, 2025. As a condition to entering into this Agreement, the City requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer each hereby jointly and severally guaranties that, on and after December 31, 2025 (the **“Guaranteed Value Date”**), the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Guaranteed Value. If the Equalized Value of the Property is less than the Guaranteed Value any time on or after the Guaranteed Value Date, the Developer shall be in Default under this Agreement.

3.2 Failure to Construct. If Developer provides a Commencement Notice as required by Section 2.1 but does not timely complete construction of the Project as herein provided, then Developer shall pay to the City all sums incurred by the City with regard to the preparation and drafting of this Agreement and all other sums not recoverable from Tax Increments (as defined below). All repayments shall be completed within thirty (30) calendar days after Developer’s non-performance or Default under this Agreement.

3.3 Guaranty Obligations. If on or any time after the Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Guaranteed Value (each a **“Shortfall Event”**), then Developer shall owe the City an amount equal to the difference between (a) the Tax Increment the City otherwise would have received on the Property if the Property’s Equalized Value equaled the Guaranteed Value, and (b) the Tax Increment received by the City in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the **“Tax Increment Shortfall”**). If a Tax Increment Shortfall is owed to the City, then unless and until the Equalized Value of the Property increases to at least the Guaranteed Value, for each January 1 following a Shortfall Event, that the Equalized Value of the Property is less than the Guaranteed Value, Developer shall pay to the City an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the Guaranteed Value: (i) the Default related to non-compliance with the Guaranteed Value requirement shall be deemed cured, (ii) no further January 1 assessment valuations shall occur or be required, and (iii) no Tax Increment Shortfall payment obligation shall be incurred for such

year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Property.

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

ARTICLE IV – ACCESS, INSPECTIONS AND CONTRACTORS

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

4.2 Inspections for City's Benefit Only. Each inspection conducted by the City or the City's agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

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

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

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

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

ARTICLE V – MUNICIPAL REVENUE OBLIGATION

5.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City agrees to issue to Developer, within ninety (90) calendar days after the City’s receipt of the Commencement Notice, a non-interest bearing municipal revenue obligation (the “**MRO**”). The amount paid under the MRO shall equal the lesser of: (a) Eighty Thousand Dollars (\$80,000.00), and (b) the sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the City’s Common Council until and including the earlier of the date this Agreement is terminated, the date the District is terminated, the Final Payment Date and the date the MRO is paid in full. “**Available Tax Increment**” means an amount equal to seventy percent (70%) of the difference between the Tax Increment actually received by the City and appropriated by the City’s Common Council in each year less the following (collectively, the “**Priority Project Costs**”): (i) all debt service payments incurred or to be incurred by the City in a given year for work performed or to be performed with regard to the Project or the Property; (ii) the amount of the City’s administrative expenses, including, but not limited to, reasonable charges for the time spent by City employees in connection with the negotiation and implementation of this Agreement, (iii) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, inspections, financial consulting and legal advice (including, without limitation, attorneys’ costs and fees) and services related to the negotiation and implementation of this Agreement, and (iv) other eligible project costs previously incurred by the City in preparation for this Project or to be incurred by the City under the Project Plan, including, without limitation, site preparation and costs and expenses related to the Property or the Project provided such eligible project costs are not financed by the debt service referenced in (i) above. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid. “**Tax Increment**” shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project, the land and improvements on the Property.

Provided that Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City’s Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2026, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2040 (each, a “**Payment Date**”). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the City is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate

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

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

5.2 MRO Form. The MRO shall be substantially in the form attached to this Agreement as Exhibit C (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by the City. On or about each Payment Date under the MRO, the City shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

5.3 Issuance of MRO and Payment Limitation. Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to Developer within ninety (90) calendar days after the City's receipt of the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the City does not timely provide the MRO to Developer, the Developer shall make a written request to the City to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall in no event exceed the lesser of:

- (a) Eighty Thousand Dollars (\$80,000.00); and
- (b) The sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date.

The City's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the City may exercise any and all available remedies.

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

ARTICLE VI – ZONING, LAND USE AND RESTRICTIVE COVENANT

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

6.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render the Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Property by the City, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with the Sauk County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 6.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the City to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the City. The deed restrictions or restrictive covenants shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City in writing.

6.3 Land Dedications, Transfers and Easements for the Project. Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the City for the construction and maintenance of the Project. All documentation for such dedications or easements shall be in form and substance acceptable to the City and Developer. Developer agrees to cooperate with the City if the City desires to prepare certified survey maps or other documentation as deemed appropriate by the City to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Property in a manner reasonably acceptable to the City and Developer.

ARTICLE VII – ASSIGNMENTS AND CHANGES OF CONTROL

7.1 Assignments and Change of Control. This Agreement and the MRO shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit D attached hereto and incorporated herein by reference.

In the event this Agreement is assigned by Developer, such assignee shall execute all documents required by the City to confirm that such assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement. Further, in the event this Agreement is assigned by Developer, Developer agrees to remain jointly and severally liable for all obligations of the Developer (whether to be completed by itself or its assign) under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of the Project.

ARTICLE VIII – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action,

unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;

(c) the execution, delivery, and performance of Developer's respective obligations pursuant to this Agreement will not violate or conflict with (i) Developer's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under or in any way related to this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

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

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

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

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

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

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

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

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

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

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

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

(p) subject to the terms of this Agreement, it shall not at any time during the life of the District challenge or contest any assessment on the Property by the City including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value.

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

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

ARTICLE IX – CITY REPRESENTATIONS

9.1 City Representations. The City represents that:

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

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

ARTICLE X– DEFAULTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI – REMEDIES

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

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

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

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

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

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

(iv) The City may terminate this Agreement.

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

ARTICLE XII – SUCCESSORS AND ASSIGNS

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

ARTICLE XIII – TERMINATION

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

- (a) termination by the City of the District pursuant to §66.1105(7) of the TI Act,
- (b) the date the MRO is paid in full, or
- (c) termination by the City pursuant to the terms of this Agreement;

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

ARTICLE XIV – NOTICES

14.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested); or (d) in the case of an e-mail notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below; provided that any party may request that an e-mail notice be followed by another form of notice under this Section 14.1 within three (3) calendar days after such request, and addressed as follows:

If to the City:

City of Baraboo
Attention: City Administrator
101 South Boulevard
Baraboo, WI 53913
jyoung@baraboowi.gov

with a copy to:

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

If to Developer:

ARTICLE XV – APPLICABLE LAW

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

ARTICLE XVI – MISCELLENEOUS

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

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

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

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

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

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

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

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

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

16.10 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a six (6) month extension on the deadlines set forth in Section 1.1 and 2.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

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

16.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

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

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

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

CITY: CITY OF BARABOO

By: _____
Name: Thomas S. Pinion, Co-Interim City Administrator

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

Attest: _____
Name: Brenda M. Zeman, City Clerk

STATE OF WISCONSIN)
) I
SAUK COUNTY)

Personally came before me this _____ day of _____, 2024, the above named Thomas S. Pinion, Patrick A. Cannon, and Brenda M. Zeman, the Co-Interim City Administrators and the City Clerk of the City of Baraboo, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

DEVELOPER: _____

By: _____

Name: _____, [Title]

STATE OF WISCONSIN)
) I
_____ COUNTY)

Personally came before me this _____ day of _____, 2024, the above named _____, a _____ of _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

EXHIBIT A

Property

Lot 2 of Sauk County Certified Survey Map No. 6411
Tax Key Numbers: 206-1119-40500

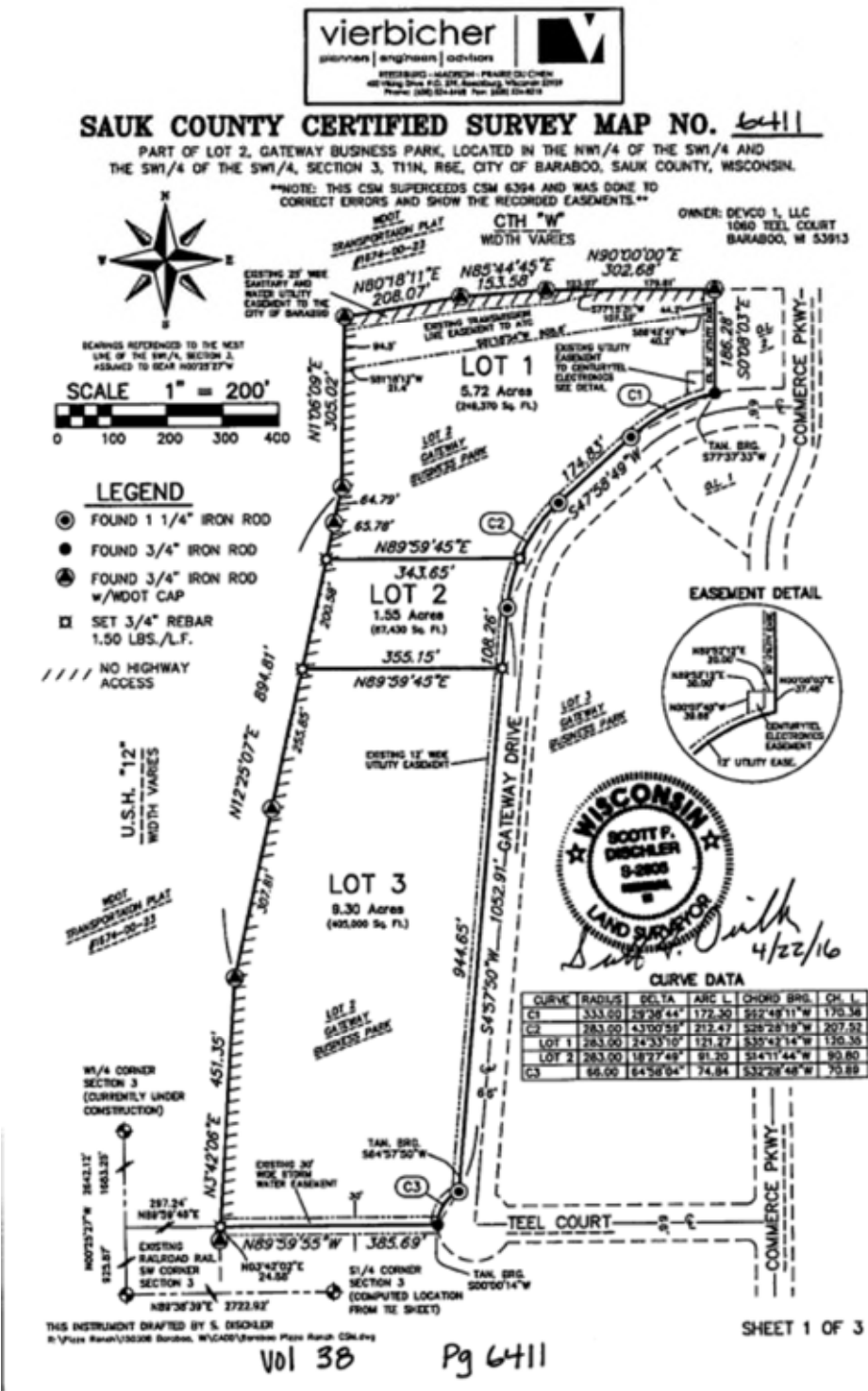


EXHIBIT A

EXHIBIT B

Site Plan

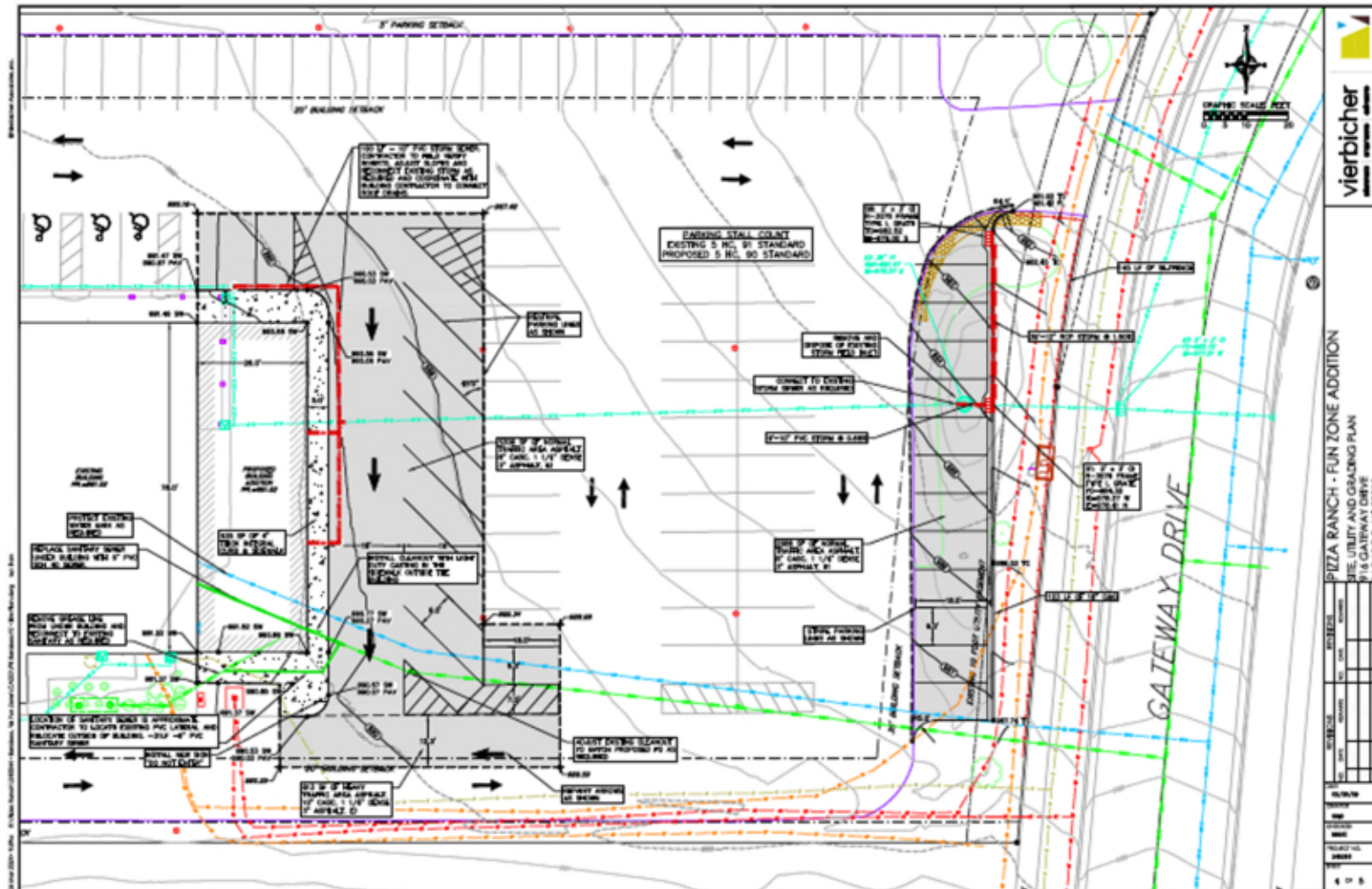


EXHIBIT B

EXHIBIT C**MRO**

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

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

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$80,000.00

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

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

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 11, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the resolution adopted on _____, 20____, by the Common Council of the City (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of [_____, 2024 by and between the City and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

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

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

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

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

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

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 5.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed the lesser of:

(a) Eighty Thousand Dollars (\$80,000.00), and

(b) The sum of all payments made by the City on this MRO during the life of the District but in no event after the Final Payment Date.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections 5.1, 5.3 and 11.1 of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

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

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

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

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

CITY OF BARABOO

By:

Name: _____, City Administrator

(SEAL)

Attest:

Name: _____, City Clerk

Schedule 1

Payment Schedule

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

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2026	\$ _____
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
	=====
Total	Up to \$80,000.00

REGISTRATION PROVISIONS

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

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of [City Clerk]</u>
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>
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EXHIBIT D

Members of Developer

MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):

- (1) _____
- (2) _____
- (3) _____