



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, August 13, 2024, 7:00 p.m.
Council Chambers, 101 South Blvd., Baraboo, Wisconsin

	Pages
1. CALL TO ORDER	
2. ROLL CALL AND PLEDGE OF ALLEGIANCE	
3. APPROVAL OF PREVIOUS MINUTES (Voice Vote) July 15, 2024 & July 23, 2024	3
4. APPROVAL OF AGENDA (Voice Vote)	
5. COMPLIANCE WITH OPEN MEETING LAW NOTED	
6. PRESENTATIONS <i>None.</i>	
7. PUBLIC HEARINGS <i>None Scheduled.</i>	
8. PUBLIC INVITED TO SPEAK <i>(Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)</i>	
9. MAYOR'S BUSINESS	
• Polls are open until 8:00pm on August 13th. All City of Baraboo residents vote at the Baraboo Civic Center.	
• The draft update of the City's Comprehensive Plan is now available for review at www.baraboowi.gov . Residents can provide feedback at an open house at the public library on Thursday, September 5 from 5:00 p.m. to 7:00 p.m. or by contacting Nate Day at nday@sehinc.com or 608-620-6185.	
• The Mayor would like to congratulate Ruth Browning on her 30th anniversary with the City of Baraboo, with both the Police Department and currently the Community Development Authority. Congratulations Ruth!!	
• Jan Bance retired from the City of Baraboo on August 1, 2024 after 23 years of service. Congratulations Jan, we wish you the best!	
10. CONSENT AGENDA <i>(Roll Call)</i>	
10.1 Accounts Payable	12
Approve the Accounts Payable to be paid in the amount of \$	
11. ORDINANCES ON 2nd READING <i>None.</i>	
12. NEW BUSINESS- RESOLUTIONS	

12.1	Development Agreement, Pizza Ranch Consider authorizing the City Administrator and City Clerk to execute a development Agreement with PR Baraboo, LLC (Pizza Ranch). (Pinion)	13
12.2	Rural Energy Start-Up Grant Consider authorizing the Mayor to execute the Rural Energy Start-Up grant agreement with the Public Service Commission of Wisconsin Office of Energy Innovation to provide up to \$75,000 for an energy audit of City facilities. (Nelson)	41
12.3	Release of Land from Condominium Act Consider authorizing the City Engineer to record all required documents for the Release of Land from the Baraboo Bluffs Condominium. (Pinion)	59
12.4	Equipment Replacement Purchase Consider approving available 2025 equipment replacement funds of \$721,000 to be utilized in the 2024 budget cycle. (Gilman)	64
12.5	Information Technology (IT) Services Technician Position Consider approving the creation of a part-time Limited Term Information Technology Services Technician position and authorize staff to fill the position. (Young)	65
13.	NEW BUSINESS ORDINANCES <i>None.</i>	
14.	COMMITTEE OF THE WHOLE Moved by _____, seconded by _____, to enter Committee of the Whole to discuss the following: <ul style="list-style-type: none"> • November Referendum • Budget Overview Report/Updates Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. <i>(Roll Call)</i>	
15.	ADMINISTRATOR AND COUNCIL COMMENTS <i>(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)</i>	
16.	REPORTS, PETITIONS, AND CORRESPONDENCE The City acknowledges receipt and distribution of the following: <u>Reports:</u> July, Building Inspection <u>Copies of the meeting minutes included in this packet:</u> Finance.....7-9-2024 Administrative.....7-2-2024 Public Safety.....6-24-2024	66
17.	ADJOURNMENT (Voice Vote)	

Common Council Meeting Minutes**July 15, 2024, 6:15 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Olson, Hause, Hazard, Kent, Lombard, Sloan, Kierzek, Thurow
Members Absent: Ellington
Others Present: Chief Sinden, Clerk Zeman, Administrator J. Young, T. Pinion, P. Cannon, J. Ostrander, L. Laux, members of the press and others.

1. CALL TO ORDER

Mayor Nelson called the special meeting of the Common Council to order at 6:18pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF AGENDA

Moved by: Sloan

Seconded by: Hazard

Motion: CARRIED

4. COMPLIANCE WITH OPEN MEETING LAW NOTED**5. COMMITTEE OF THE WHOLE**

Moved by Hause, seconded by Hazard, and carried unanimously to enter Committee of the Whole to discuss the November Referendum.

P. Cannon noted that there are two types of referendums we can do: 1) A one time raise, fixed dollar amount that carries forward or 2) An annual increase to reach what we need. We've targeted this for approximately 6 years. One question staff has for Ehler's is if the increase will remain after the six year period or if it would require another referendum for the increase to continue. The fear is that after this time the increase would be gone and we would experience a significant drop in the levy. The final referendum is due to the County Clerk by August 28th. One thing Council needs to consider is the number of possible retirements within the next few years.

P. Cannon presented potential options for going forward with the referendum with projected cost increases. Based on where we are at now, we are looking at an annual shortfall of \$550,000-\$600,000 going forward.

One scenario presented represented a one time increase of \$1.5M in 2025. This is based on current expenses increased by a flat 4% of operational costs, allowable increase from growth, and the ability to apply fund balance. This would allow an extra surplus of up to 8%, with a drop down to a negative almost 1%. Investment income is not included in this scenario but this should cover any shortfalls.

Scenario two includes increases of \$400,000 per year, every year, for six years. This will still give the city a surplus, but it's not very high. This would not allow for additional personnel or additional capital projects, it's "status quo".

P. Cannon also presented a list of potential cuts if the referendum fails; if needed, this discussion will take place at a later date.

Staff is currently working with Mueller Communications to prepare the marketing material. P. Cannon explained that at this point, we don't have a lot of time to create a survey. There are options to prepare a shorter, more informational survey. Staff has also discussed putting together a short, informational video that can be presented. This will give everyone a consistent message to residents.

Ald. Hazard confirmed that a one time increase would hit the taxpayers at one time vs gradually over years.

Ald. Sloan noted that asking for a smaller amount over several years vs a one time lump sum, it will look more reasonable to the residents, we are asking for money as we need it.

Council members reviewed sample referendum language provided by the Dept. of Revenue.

Ald. Kent noted that in addition to the referendum there should be a commitment to maintain, or cut, costs and spending. Ald. Lombard questioned the costs of insurance and Mayor Nelson noted that we are currently looking at alternatives. Council members discussed that even with cutting costs, it will eventually catch back up and we will be again looking at a budget deficit.

Ald. Hazard noted that in addition to the referendum video, we should be providing information on the cuts, including staff positions, we have already made. While the potential cuts are optional, we are struggling to finance the required budget items.

Ald. Sloan noted that we will also have to be prepared to answer questions on why we need a referendum but yet we continue to build. P. Cannon noted that we can borrow up to 5% of our equalized value for general obligation; the City currently has debt capacity and a good, healthy fund balance.

P. Cannon noted that the passing of a referendum gives us the option to go forward with an increase, it does not require it. Council members prefer a referendum that would allow for annual increases but would like clarification from Ehler's regarding what is required to be included in the referendum language. Staff will meet with Ehler's and bring this back at the next meeting.

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

6. ADJOURNMENT

Mayor Nelson declared the meeting adjourned at 7:32pm.

Brenda M. Zeman, City Clerk

Common Council Meeting Minutes**July 23, 2024, 7:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Olson, Hause, Hazard, Kent, Lombard, Ellington, Sloan, Kierzek, Thurow
Others Present: Chief Sinden, Clerk Zeman, City Administrator J. Young, P. Cannon, T. Pinion,
J. Ostrander, members of the press and others

1. CALL TO ORDER

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

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF PREVIOUS MINUTES

Moved by: Ellington

Seconded by: Sloan

Motion: CARRIED

4. APPROVAL OF AGENDA

Moved by: Hazard

Seconded by: Hause

Motion: CARRIED

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

None Scheduled.

7. PUBLIC HEARINGS

None Scheduled.

8. PUBLIC INVITED TO SPEAK

No one spoke.

9. MAYOR'S BUSINESS

- In-Person Absentee Voting for the August 13, 2024 Partisan Primary will begin on Tuesday, July 30th. Hours for In-Person Absentee Voting are 8:00am to 4:30pm, Monday through Friday. The deadline to request an absentee ballot be mailed to you is Thursday, August 8th at 5:00pm. Please contact the City Clerk's office for additional information.
- The Mayor congratulated Brad Philabaum on his 10th anniversary with the Community Development Authority. Congratulations Brad!

10. CONSENT AGENDA

Moved by: Sloan

Seconded by: Thurow

Motion: CARRIED (9 to 0)

10.1 Accounts Payable**Resolution No: 2024-107**

THAT the Accounts Payable, in the amount of \$440,180.48 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

10.2 Budget Amendments**Resolution No: 2024-108**

That the following budget amendments are authorized:

- 1st Quarter, 2024 City-Wide Supplemental budget Amendments for \$19,438.00

- 1st Quarter, 2024 City-Wide Budgetary Transfers \$586,367.00
- 2nd Quarter, 2024 City-Wide Supplemental budget Amendments for \$284,236.00
- 2nd Quarter, 2024 City-Wide Budgetary Transfers \$23,570.00

2024 1st Quarter Budget Amendment						
Account Number	Department	Account	Original Budget	Debit/ (Credit)	New Appropriations (Only)	Amended Budget
100-52-56110-250-000	General Fund - Forestry - Parks	Repair & Maint Serv-Equipment	800.00	(550.00)		250.00
100-52-56110-252-000	General Fund - Forestry - Parks	Software service and support	-	550.00		550.00
	PK-Repair/Maint Equip to Software serv/supp					
100-31-53350-350-000	General Fund - Snow & Ice - Street Department	Repair & Maint Materials	7,000.00	(7,000.00)		-
100-31-53350-361-000	General Fund - Snow & Ice - Street Department	Blades & Plow Materials	7,000.00	7,000.00		14,000.00
	PW-Snow/Ice Repair/Maint Mtrls to Blades/Plow Mtrls					
100-52-55200-821-000	General Fund - Parks - Parks	Land or Land Improvements	-	5,228.00	-	5,228.00
100-10-49300-000	General Fund - General Government	Fund Balance Applied	(280,378.00)	(5,228.00)	5,228.00	(285,606.00)
870-52-55200-821-000	Park Segregated - Parks - Parks	Land or Land Improvements	12,000.00	354,400.00	-	366,400.00
870-52-49300-000	Park Segregated - Parks	Fund Balance Applied	(13,660.00)	(354,400.00)	11,856.00	(368,060.00)
426-52-55200-821-000	Park Amenities Capital Fund - Parks/Rec - Parks - Parks	Land Improvements	22,000.00	235,751.00	-	257,751.00
426-52-49300-000	Park Amenities Capital Fund - Parks/Rec - Parks	Fund Balance Applied	-	(235,751.00)	2,354.00	(235,751.00)
	Appropriate funds for Open 2023 Pos					
870-52-55130-822-000	Park Segregated - Parks - Civic Center	Building Improvements	-	1,676.00	-	1,676.00
870-52-49300-000	Park Segregated - Parks	Fund Balance Applied	(13,660.00)	(1,676.00)	-	(15,336.00)
	Appropriate doantion for elevator handrail					
390-69-56700-300-971	BID - Community Development - BID	Appearances/Banners	19,000.00	1,200.00	-	20,200.00
390-69-49300-000	BID - BID	Fund Balance Applied	-	(1,200.00)	-	(1,200.00)
	Appropriate reserves for Welcome sign painting					
Net impact on all city-wide funds' budgets				586,367.00	19,438.00	
Net impact on City's Fund Family only				605,805.00		
Budgetary Transfers				19,438.00		

2024 2nd Quarter Budget Amendment						
Account Number	Department	Account	Original Budget	Debit/ (Credit)	New Appropriations (Only)	Amended Budget

100-20-52110-120-000	General Fund - Police Department - Police	Wages	106,363.00	(1,600.00)		104,763.00
100-20-52110-216-000	General Fund - Police Department - Police	Employment Testing & Lab	700.00	1,600.00		2,300.00
	Police Wages to Employment Testing					
100-31-53270-250-000	General Fund - City Services Facility - Street Department	Repair & Maint Serv-Equipment	15,000.00	(7,000.00)		8,000.00
100-31-53270-260-000	General Fund - City Services Facility - Street Department	Repair & Maint Serv-Buildings	20,000.00	(7,000.00)		13,000.00
100-31-53270-822-000	General Fund - City Services Facility - Street Department	Building Improvements	-	14,000.00		14,000.00
	City Services Equip Repair to Building Impro					
100-31-53635-350-000	General Fund - Recycling - Street Department	Repair & Maint Materials	24,000.00	(400.00)		23,600.00
100-31-53635-210-000	General Fund - Recycling - Street Department	Publishing	-	400.00		400.00
	Recycling Repair maint materials to publishing					
100-52-55410-340-000	General Fund - Zoo - Parks	Operating Supplies	5,000.00	(370.00)		4,630.00
100-52-55410-392-000	General Fund - Zoo - Parks	Small Equipment Purchase	-	370.00		370.00
	ZOO Office Supplies to Small Equip Purchase					
100-31-53240-361-000	General Fund - Machinery & Equipment - Street Department	Blades & Plow Materials	3,000.00	(2,600.00)		400.00
100-31-53240-350-000	General Fund - Machinery & Equipment - Street Department	Repair & Maint Materials	35,000.00	(800.00)		34,200.00
100-31-53350-361-000	General Fund - Snow & Ice - Street Department	Blades & Plow Materials	14,000.00	3,400.00		17,400.00
	St Dept Mach/Equip Materials to Snow & Ice					
100-31-53300-364-000	General Fund - Street Maintenance - Street Department	Signs & Materials	7,000.00	(800.00)		6,200.00
100-31-53300-366-000	General Fund - Street Maintenance - Street Department	Barricades & Lights	-	800.00		800.00
	St Dept Signs & Maintenance to Barricades & Lights					
950.36-81000-250-000	Stormwater Utility - Sewer Street Cleaning - Stormwater - Stormwater - Stormwater Revenues	Repair & Maint Serv-Equipment	3,000.00	(3,000.00)		-
950.36-81000-350-000	Stormwater Utility - Sewer Street Cleaning - Stormwater - Stormwater - Stormwater Revenues	Repair & Maint Materials	10,000.00	3,000.00		13,000.00
	Storm Swr repair/maint Equip to repair/maint mtrls					
423-31-53240-810-000	PW Capital Equipment Fund - Public Works - Public Works - Public Works	Vehicle Purchase	570,000.00	148,000.00	148,000.00	718,000.00
423-31-49300-000	PW Capital Equipment Fund - Public Works - Public Works	Fund Balance Applied		(148,000.00)		(148,000.00)
	Approp FB for remainder of 2023 truck purchases					
100-10-51100-390-000	General Fund - Council - General Government	Other Supplies & Expense	400.00	56,423.00	56,423.00	56,823.00
100-10-49300-000	General Fund - General Government	Fund Balance Applied	(335,606.00)	(56,423.00)		(392,029.00)
	Approp FB to prepare/market referendum for ballot					

100-21-52210-530-000	General Fund - Hydrant Rental - Fire	Rents and Leases	78,113.00	79,813.00	79,813.00	157,926.00
100-10-49300-000	General Fund - General Government	Fund Balance Applied	(392,029.00)	(79,813.00)		(471,842.00)
	Approp FB-delay fire protection to utility/PSC cost					
		Net impact on all city-wide funds' budgets		23,570.00	284,236.00	
		Net impact on City's Fund Family only		307,806.00		
		Budgetary Transfers		284,236.00		

10.3 Appointments

Resolution No: 2024-109

THAT, Roy Franzen be re-appointed and Kimberly Brueggeman be appointed to the Park & Recreation Commission, serving until July 31, 2027.

11. **ORDINANCES ON 2nd READING**

11.1 Amend §17.18(4)(d), Planned Unit Development

Moved by: Sloan

Seconded by: Kent

Motion to approve the 2nd reading of **Ordinance No. 2638** amending §17.18(4)(d) amending the General Development Plan & Specific Implementation Plan for Convenience Store Investments, 604 8th Street.

Motion: CARRIED (9 to 0)

11.2 Amend § 2.04(16), Common Council

Moved by: Ellington

Seconded by: Kent

Motion to approve the 2nd reading of **Ordinance No. 2639** amending § 2.04(16) to allow for public comment on any item of business that is on the meeting agenda.

Motion: CARRIED (9 to 0)

12. **NEW BUSINESS- RESOLUTIONS**

12.1 Street Reconstruction Projects

Resolution No: 2024-110

Moved by: Kent

Seconded by: Ellington

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

That the low bid of H James & Sons, Inc in the amount of \$1,016,384.48 for the 2024 Street Improvement Projects for:

- Waldo Street – Parkside Drive to Haeger Street
- 14th Avenue – Crawford Street to Birch Street
- Sauk Avenue – Moore Street to Hitchcock Street

is hereby accepted and that the Mayor and City Clerk are hereby authorized to execute the respective Contracts.

Motion: CARRIED (9 to 0)

12.2 Line of Credit, TID #11

Resolution No: 2024-111

Moved by: Sloan

Seconded by: Ellington

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

That the City resolves to draw #7 for \$173,502.68 from the line of credit with the Community First Bank on Wednesday July 24th, 2024, for TID #11.

Motion: CARRIED (9 to 0)

12.3 Water Debt Service Account

Resolution No: 2024-112

Moved by: Hazard

Seconded by: Hause

Whereas, the City has issued a Safe Water Drinking Loan estimated at \$3,000,000;

Whereas, the City will use these funds for new Water System infrastructure on Hwy. 33/8th St;

Whereas, one of the requirements set forth is that a segregated checking account be established;

Whereas, it is the policy of the City of Baraboo to have all Checking Accounts formally established by the City Council;

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

THAT the City of Baraboo is authorized to establish a new Water Debt Service checking account at Baraboo State Bank for this project.

Motion: CARRIED (9 to 0)

13. **NEW BUSINESS ORDINANCES**

None.

14. **COMMITTEE OF THE WHOLE**

Moved by Thurow, seconded by Sloan, and carried unanimously to enter Committee of the Whole to discuss the November Referendum.

P. Cannon advised that Ehler's presented both scenarios to the Department of Revenue and under current statutes, the step increase per year is not allowed. The only way to proceed with this would be to do a referendum every year increasing the base. Staff does not feel this is a viable option which brings us back to the lump sum. There are two options for the lump sum: 1) increase the levy for a period of time and then the base would drop back to the "original" levy amount, adjusted for any growth or 2) increase the levy and continue to build from this.

P. Cannon presented financial projections, which included a cost increase of 4%, interest income, and growth of 1.5%. Currently, our expenditures are exceeding our potential revenues. In order to balance the estimated projection, we would need approximately \$2M. Council will need to decide if they want to move forward with a lump sum referendum, how much, and if not a referendum, where the cuts are going to be made. It's recommended that if Council decides to proceed with a referendum, it is done on an ongoing basis. Under this scenario, we will get the one time lump increase in the first year. The levy will continue to increase by allowable growth after this.

Ald. Thurow questioned if the referendum fails, is there a time limit before we could bring it back for another referendum?

Ald. Lombard noted that she will vote no on this. The middle class is already being hit with a rise of costs for food, gas, heating, etc. and she doesn't feel they should be held responsible for what we should have looked at 5 years ago.

Ald. Olson confirmed that the presented projections do not include any contributions to capital. Should we increase the \$2M to allow for more of a cushion?

Based on an average assessed value of a home in Baraboo of \$250,000, the average taxpayer is looking at an increase in their taxes of approximately \$500 the first year.

Ald. Kent noted that the list of items to cut are not an alternative. Even if the referendum passes, these items still need to be looked at and discussed. There will still be tough decisions made by the Council to maintain the levels of service. Ald. Hazard agrees and noted that an option would be to

look at less than \$2M and consider annual expenses for options to cut. Closing the zoo and/or pool and selling the Civic Center are one time options; this would not help with the ongoing increase in costs.

Council intends to vote on the referendum at their August 13th meeting.

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

15. ADMINISTRATOR AND COUNCIL COMMENTS

None.

16. REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

Reports: June, 2024 Building Inspection & Treasurer

Copies of the meeting minutes included in this packet:

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)

Copies of the Meeting minutes in the City Clerks files:

Plan Commission.....11/21/2023, 1/16/2024, 2/20/2024, 3/19/2024, 4/16/2024

Police Commission....11/20/2023, 11/22/2023, 1/18/2024, 2/19/2024, 3/18/2024, 4/15/2024, 5/20/2024

17. ADJOURNMENT

Moved by: Lombard

Seconded by: Hazard

That the meeting adjourn at 7:53pm.

Motion: CARRIED

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2024 -

Dated: August 13, 2024

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

RESOLUTION NO. 2024 -

Dated: August 13, 2024

The City of Baraboo, Wisconsin

Background: City staff has been working PR Baraboo LLC (“Developer”) since late last year to construct a Fun Zone addition onto their Pizza Ranch building at 916 Gateway Drive. site a new distribution facility on Lot 5 of the Plat of Spirit Lake, southeast of the new cul de sac on Spencer Court. Their property is located on parcel 206-2119-40500.

The attached Development Agreement is the result of our ongoing work with them. The Agreement includes a small development incentive for them to build their new addition.

The Finance Committee reviewed this Agreement at their last two meetings and forwarded to the Council for review without a recommendation.

Fiscal Note: (Check one) ☒ Not Required ☐ Budgeted Expenditure ☒ Not Budgeted
Comments: There are no anticipated costs to the city other than a CSM and conveyance of the land.

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

WHEREAS, City staff has been in discussions with the Developer in regards to privately owned property located on parcels 206-2119-40500, (“Project”); and

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

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

WHEREAS, the City finds that partnering with the Developer to provide a TID incentive for this project will bring additional tax base and employment opportunities to the City of Baraboo in a more timely manner with a higher level of value.

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

Offered By: Finance/Personnel Comm.

Approved: _____

Motion:

Certified: _____

Second:

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 within the same time frame or with the same level of value.

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 Nine Hundred Sixty-Three Thousand Six Hundred Dollars (\$1,963,600.00; 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: PR BARABOO, LLC

By: _____
Name: _____, [Title]

STATE OF WISCONSIN)
) I
_____ COUNTY)

Personally came before me this _____ day of _____, 2024, the above named _____, a _____ of PR BARABOO, LLC 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

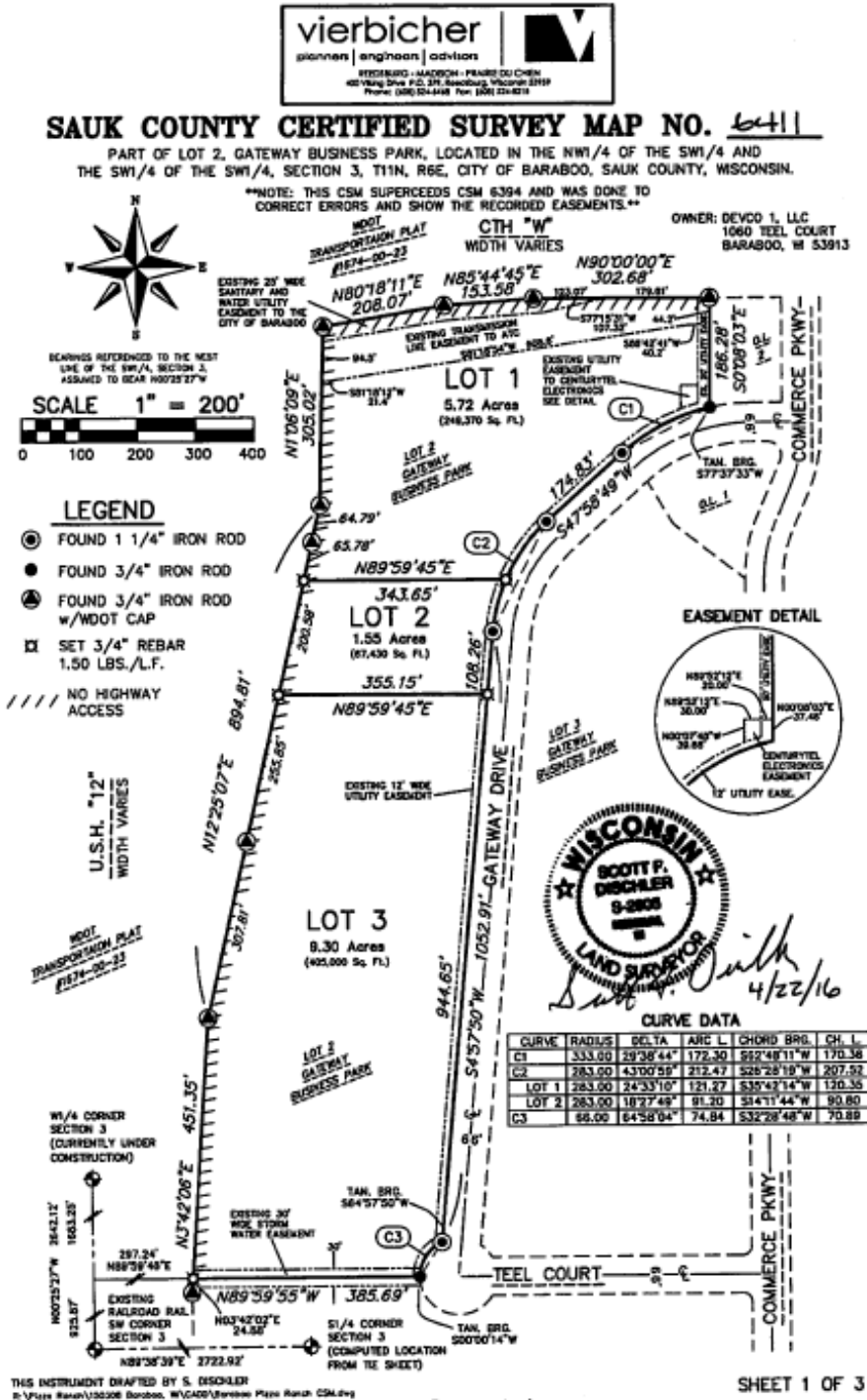


EXHIBIT B
Site Plan

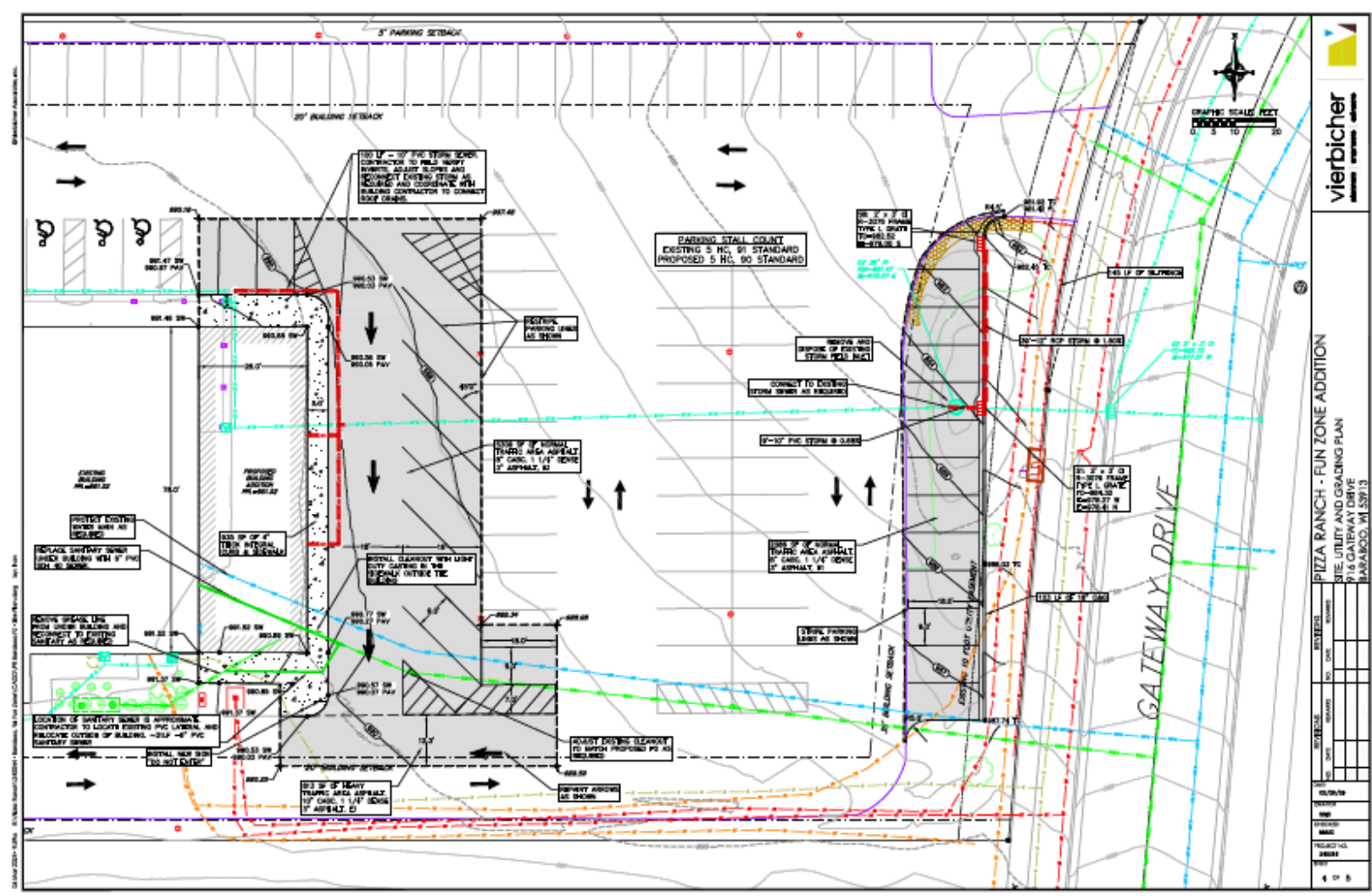


EXHIBIT B

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 PR BARABOO, LLC, a Wisconsin limited liability company (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/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

EXHIBIT D

Members of Developer

MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):

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

RESOLUTION NO. 2024 -

Dated: August 13, 2024

The City of Baraboo, Wisconsin

Background: In March, Mayor Nelson submitted a grant application to the Office of Energy Innovation at the Public Service Commission to fund investment-grade energy audits of City buildings. Funds would be used to hire a firm to identify and prioritize building energy efficiency and conservation upgrades and suitability for renewable energy implementation. A final report will list potential projects, economic cost or benefit, environmental impact, and recommended funding sources. Powered-Up Baraboo collaborated on the grant proposal and agreed to assist in project implementation.

We received notice of the \$75,000 grant award in May and a grant agreement on July 23. Pending Council approval of the grant agreement, staff and PUB will prepare an RFP with a not-to-exceed figure of \$75,000. The grant is paid via reimbursement, with all work to be completed by June 30, 2025. There is zero match requirement, so the only commitment from the City is staff time to select a preferred consultant, provide building access, supply energy use data, and meet for project updates.

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

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

That the Mayor be authorized to sign the Rural Energy Start-Up grant agreement with the Public Service Commission of Wisconsin Office of Energy Innovation to provide up to \$75,000 for an energy audit of City facilities.

Offered by: Finance Commission

Motion:

Second:

Approved: _____

Attest: _____

AGREEMENT

Between the

PUBLIC SERVICE COMMISSION OF WISCONSIN
OFFICE OF ENERGY INNOVATION

and

CITY OF BARABOO

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin (Commission) Office of Energy Innovation (“OEI”), representing the State of Wisconsin, and **CITY OF BARABOO** (“Grant Recipient”) (collectively “parties”) for the Performance Period of the date this agreement is signed by the OEI and the Grant Recipient through June 30, 2025.

WHEREAS, on behalf of the State, the OEI administers the **Rural Energy Start-Up** ("Program") to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the OEI, under the authority of the Commission, has approved an award to the Grant Recipient in the amount of **\$75,000.00** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grant Recipient and the OEI and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) General Terms and Conditions
- 3) Scope of Work (ATTACHMENT A)
- 4) Budget (ATTACHMENT B)
- 5) Federal Special Terms and Conditions: Relating to Work Funded Under Infrastructure Investment and Jobs Act of 2021 (Nov 2021) or Bipartisan Infrastructure Law ("IIJA Provisions") (ATTACHMENT C)
- 6) Orders, dated March 28, 2024; May 9, 2024, in docket 9714-FG-2023 awarding grants (ATTACHMENT D)

BY: _____
Rob Nelson

BY: _____
Joe Fontaine

TITLE: Mayor

TITLE: Administrator, Division of Digital Access,
Consumer, and Environmental Affairs

DATE: _____

DATE: _____

CFDA Number and Name : 81.128— Infrastructure Investment and Jobs Act of 2021 Energy Efficiency and Conservation Block Grant Program Formula Grant

GENERAL TERMS AND CONDITIONS**ARTICLE 1. CONTRACT ADMINISTRATION**

The OEI employee responsible for the administration of this Agreement shall be the Division of Digital Access, Consumer, and Environmental Affairs Administrator or their designee and who shall represent the OEI's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grant Recipient's employee responsible for the administration of this Agreement shall be **Rob Nelson**, who shall represent the Grant Recipient's interest regarding Agreement performance, financial records and related considerations. The OEI shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. The Grant Recipient shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct. In addition, the Grant Recipient pledges to abide by and comply with the following requirements:

1. Contract funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the OEI.
2. The Grant Recipient, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Wisconsin and the United States. Any legal action regarding this Agreement, as amended, or its provisions shall be subject to Wisconsin Statute Chapter 227. Any Chapter 227 proceeding or dispute or controversy arising under this Agreement must be brought in a court of competent jurisdiction in Dane County, Wisconsin Circuit Court, or the Federal District Court of the Western District of Wisconsin. The Parties consent to the jurisdiction of such court and waive any objection to such jurisdiction.

ARTICLE 4. LEGAL RELATIONS AND INDEMNIFICATION

The Grant Recipient shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grant Recipient thereby, there shall be no personal liability upon the OEI, it being understood that in such matters the OEI act as agents and representatives of the State.

The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grant Recipient, or of any of its agents or subcontractors, in performing work under this Agreement. The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grant Recipient and subcontractor(s) to perform services or otherwise supply products or services. The Grant Recipient shall also hold the OEI harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

The Grant Recipient assumes full responsibility and holds the OEI harmless for any and all payment made, or any other actions taken by the OEI in reliance upon the above representation. Further, the Grant Recipient agrees to indemnify the OEI against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by

the OEI resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grant Recipient is also the recipient of OEI funds under the same or a separate contract program, then the OEI funded programs shall also be included in the scope of the federally required audit.

ARTICLE 5. SCOPE OF WORK

The Grant Recipient shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (ATTACHMENTS A and B respectively). In the event of a conflict between the summary in Attachments A and B and the application and/or other supporting documents previously submitted to the State by the Grant Recipient, Attachments A and B shall control. Changes to the Scope of Work shall be by written agreement of both the OEI and the Grant Recipient.

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grant Recipient shall perform the project and activities as set forth in the Grant Recipient Proposal and described herein in accordance with those standards established by statute, administrative rule, the OEI, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grant Recipient, its agents, or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written notification to the OEI. The OEI reserves the right to reject any subcontractor after notification. The Grant Recipient shall provide the OEI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement which relates to activities funded and which exceeds the amount shown in ATTACHMENT B. The Grant Recipient shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subcontractor. The Grant Recipient asserts that it is not knowingly subletting or assigning work subject to this Agreement to any subcontractor that is disbarred from receiving federal funding. In the event that the Grant Recipient becomes aware that a subcontractor has been disbarred, the Grant Recipient shall immediately notify the OEI and cease all work with the subcontractor. OEI retains the right to withhold reimbursements or claw back funds if the Grant Recipient knowingly contracts with a subcontractor that has been disbarred. The OEI bears no responsibility for subcontractor compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grant Recipient shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the OEI and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grant Recipient shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grant Recipient shall take affirmative action to ensure equal employment opportunities. The

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Grant Recipient shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State of Wisconsin setting forth the provisions of the nondiscrimination clause.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grant Recipient. An exemption occurs from this requirement if the Grant Recipient has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grant Recipient shall submit the Affirmative Action Plan/exemption statement to the OEI, in the method directed by the OEI, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Failure to comply with the conditions of this clause may result in the declaration of Grant Recipient ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grant Recipient shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION OF AGREEMENT

The OEI may terminate this Agreement at any time with or without cause by delivering written notice to the Grant Recipient by Certified Mail, Return Receipt Requested, not less than ten (10) days prior to the effective date of termination. The postmark date of the written notice the OEI causes to be delivered to the Grant Recipient by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon termination, the OEI's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the OEI.

The Grant Recipient may terminate this Agreement at any time with or without cause by delivering written notice to the OEI by Certified Mail, Return Receipt Requested, not less than 10 days prior to effective date of termination. The postmark date of the written notice the Grant Recipient causes to be delivered to the OEI by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grant Recipient shall make available to the OEI program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grant Recipient shall refund to the OEI within forty-five (45) days of the effective date of notice of termination any payment made by the OEI to the Grant Recipient which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NON-APPROPRIATION

The OEI reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds.

ARTICLE 13. FAILURE TO PERFORM

The OEI reserves the right to suspend payment of funds if required reports are not provided by the Grant Recipient to the OEI on a timely basis or if performance of contracted activities is not evidenced. The OEI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports, if performance of contracted activities is not evidenced on other contracts between the OEI and the Grant Recipient in whole or in part, or if any applicable state and/or federal flow down requirements have not been met.

The Grant Recipient's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the OEI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grant Recipient may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Commission, the OEI, and may be copyrighted in its name. The Grant Recipient reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.
- b) The following notation shall be included on all articles, reports, publications, or other documents resulting from this Agreement.

Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000575."

Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the OEI desires to have the Grant Recipient perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the OEI and the Grant Recipient. Work under such amendment shall not proceed unless and until so authorized by the OEI.

ARTICLE 20. AVAILABILITY OF FUNDS

The appropriation from which payments are to be made is authorized under Sections 16.54 (*federal fund spending authority*).

ARTICLE 21. VARIANCES

Contract variances may be permissible. A variance shall not be used to authorize a revision of the amount awarded or a change in the Performance Period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. LIMITATION ON COSTS AND REBUDGETING

The OEI's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed **\$75,000.00** for eligible costs, nor shall it exceed the percent of the total project cost that was requested as the grant amount in the grant application, (see Budget attached as ATTACHMENT B). Changes to this Agreement that do not affect the Budget total may be made by written agreement of both the OEI and the Grant Recipient.

The Grant Recipient is required to notify the OEI in writing of any requests to transfer of funds among cost categories, direct or indirect, which exceed or are expected to exceed ten percent of the approved Total Project Cost in the Budget. Transfers of more than ten (10) percent of funds between cost categories requires prior written approval in an amendment to this Agreement. The Grant Recipient shall submit a written request to the OEI for an amendment to the approved Budget and the amendment must be executed by both Grant Recipient and the OEI prior to the transfer.

The Grant Recipient is required to notify the OEI if the Total Project Cost is expected to increase or decrease by ten percent or more of the Total Project Cost approved in the Budget.

ARTICLE 23. ELIGIBLE COSTS

Eligible costs are those costs which can be audited, and which are directly attributable to contracted activities and identified and approved in the Grant Recipient Proposal.

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement, unless previously approved in writing by the OEI.
2. No eligible costs subject to reimbursement by this Agreement may be incurred outside of the project performance period.
3. Costs only as identified in the Budget and described in the Scope of Work are allowed. A Grant Recipient may request from the OEI an amendment to the budget summary of its Grant Recipient Proposal to add to or revise the list of purchases, expenses, and other activities eligible for reimbursement.
4. Eligible expenses must reflect the actual paid amount which must be recorded on the reimbursement request.

ARTICLE 24. REIMBURSEMENT OF FUNDS

The Grant Recipient shall return to the OEI or other appropriate governmental agency or entity any funds paid to the Grant Recipient in excess of the allowable eligible costs under this Agreement. If the Grant Recipient fails to return excess funds, the OEI may deduct the appropriate amount from subsequent payments due to the Grant Recipient from the OEI. The OEI also reserves the right to recover such funds by any other legal means including litigation if necessary. The Grant Recipient shall indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurring in recovering such funds, irrespective of whether the funds are recovered.

The Grant Recipient shall be responsible for reimbursement to the OEI for any disbursed funds, which are determined by the OEI to have been misused or misappropriated. The OEI may also require reimbursement of funds if the OEI determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the OEI, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grant Recipient.

ARTICLE 25. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grant Recipient shall not apply funds authorized pursuant to other program agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other program agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 26. FINANCIAL MANAGEMENT

The Grant Recipient agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A and with standards established by the OEI to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 27. REQUESTS FOR PAYMENT

Payments are to be used exclusively for eligible and actual costs incurred during the Performance Period. The OEI shall make one or more reimbursement payment to the Grant Recipient upon receipt of a request for reimbursement with satisfactory documentation.

- 1) No payments will be issued by the OEI to the Grant Recipient without a reimbursement request.
- 2) The Grant Recipient shall enter the reimbursement request in the PSC Grant System or as directed by the OEI.
- 3) Each request for payment must include an uploaded invoice for each eligible and paid expense.
 - a) The invoice will be used to document the actual purchase price of the eligible cost item. Invoices must be accompanied by written support of eligible costs, as appropriate. This includes receipts, invoices, and internal accounting records. A request for payment must provide an independent and auditable basis for the actual purchase price of each eligible cost item.
 - b) For eligible cost items that do not have a transaction invoice, such as labor expense, the Grant Recipient shall provide a statement of the labor contributed by each employee that worked on the project and the total labor expense. The Grant Recipient shall provide each employee's name, job class, total hours worked, hourly wage, and if applicable, fringe benefits/rate. This documentation is separate from the documentation of wage rates required of some Grant Recipients by federal provisions.
 - c) The OEI may delay payment of a reimbursement request for payment until sufficient documentation of costs, as determined by the OEI, is provided by the Grant Recipient.

- 4) The Grant Recipient shall submit a final request for payment to the OEI within **ninety (90) days after the end of the performance period**, unless authorized by the OEI.

Each request for payment must include a statement of the match, if any, contributed by the Grant Recipient and other project partners. The reimbursement due to the Grant Recipient is the amount of actual purchase price of each eligible cost item up to the total contract amount. In no event shall the total reimbursement exceed **\$75,000.00**, nor shall it exceed the percent of the total project cost that was requested as the grant amount in the grant application. The reimbursement to the Grant Recipient will not exceed ninety (90) percent of the amount of the Total Award prior to the submittal of the required reports and information to the Commission. If all required documentation is not provided, OEI will hold final ten (10) percent until provided. Requests for payment must be submitted in the method directed by the OEI.

- 5) Any unused balance in an accepted grant award shall be returned to the OEI.

ARTICLE 28. ANNUAL INDEPENDENT AUDIT REQUIREMENT

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, but records must be available for review or audit in accordance with the Wisconsin State Single Audit Guideline requirements upon request of appropriate officials of the U.S. Department of Energy, OEI, or Government Accountability Office (GAO).

Single Audit and Compliance Audit Requirements

Non-Federal Grant Recipients, or their assignees, that **expend** \$750,000 or more during their fiscal year in Federal awards shall comply with the Wisconsin State Single Audit Guidelines issued by the Wisconsin Department of Administration and 2 CFR 200.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

For-profit Grant Recipients, or their assignees, that **expend** \$750,000 or more during their fiscal year in U.S. Department of Energy awards must have a compliance audit conducted for that year in accordance with the provisions of 2 CFR 910.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

Submit To:

One (1) copy of the Audit shall be submitted in the method directed by the OEI. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$750,000 in a single year, the Grant Recipient, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Send one copy of the Audit **or** the letter confirming that the audit requirements are not applicable in the method directed by the OEI.

ARTICLE 29. EXAMINATION OF RECORDS

The OEI, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grant Recipient's premises any directly pertinent records and computer files of the Grant Recipient involving transactions relating to this Agreement. Similarly, the OEI shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grant Recipient shall provide copies of these materials in the automated format or such computer file as may be requested by the OEI. Such material shall be retained for three years by the Grant Recipient following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grant Recipient shall notify the OEI in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grant Recipient of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grant Recipient and shall be reimbursed by the OEI.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grant Recipient shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 30. PERFORMANCE REPORTS

The Grant Recipient shall submit periodic performance reports to the OEI on the schedule provided in the Scope of Work, or as requested. The OEI may determine the format of a performance report. The performance reports shall be submitted to the OEI in the method directed by the OEI.

ARTICLE 31. FEDERAL REPORTS

The Grant Recipient shall submit the necessary documentation to comply with the applicable special provisions of the federally funded award (See ATTACHMENT C).

ARTICLE 32. COMPETITIVE PROCUREMENT PRACTICES

The Grant Recipient shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 33. REASONABLE COSTS

The Grant Recipient shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 34. AUDITS

The Grant Recipient shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the OEI and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 35. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ARTICLE 36. PATENT INFRINGEMENT

The Grant Recipient selling to the OEI or State of Wisconsin any articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of any articles described herein shall not infringe any United States patent. The Grant Recipient covenants that it shall, at its own expense, defend every suit which shall be brought against the OEI or State of Wisconsin (provided that such Grant Recipient is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 37. PROGRAM INCOME

Program income means gross income received by the Grant Recipient that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the OEI; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grant Recipient shall submit a plan detailing the proposed uses of Program income to the OEI for approval. Should the Grant Recipient decide following Agreement close out to discontinue using Program income for such purposes, the Grant Recipient shall return the Program income balance and any additional Program income accrued to the OEI by January 30 of the following year.

ARTICLE 38. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the OEI shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grant Recipient certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT A: SCOPE OF WORK**Summary:**

The scope of this project is that set forth in the application of City of Baraboo PSC REF#: 493853.

Specific Deliverables and Milestones:

1. Incorporating DOE Blueprint #2A, conduct an energy audit on facilities owned and operated by the City of Baraboo focusing on energy efficiency upgrade opportunities at nine City owned facilities, their costs and benefits, and opportunities for renewable energy generation at various City properties.

Additional Deliverables. The Grant Recipient Shall:

1. Submit complete documentation along with a request for payment.
2. Comply with and submit timely reports related to the program.
3. Comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Funding:

Funding in the amount up to \$75,000.00 is provided using funds granted by the U.S. Department of Energy to cover the project costs as detailed in the budget section below. **A project cost share of \$0.00, or 0% of total project costs.**

Invoicing:

Payments will be distributed by OEI to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation. The Grant Recipient shall submit a final request for payment to the OEI no later than **September 30, 2025**, unless authorized by the OEI.

Site Visits:

The U.S. Department of Energy, its authorized representatives, and the OEI have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grant Recipient must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

Performance Period:

This Agreement becomes effective on the date it is signed by the OEI and terminates on **June 30, 2025**.

Publications:

An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as provided in Attachment C: Federal Special Terms and Conditions.

Reporting Requirements:**QUARTERLY PERFORMANCE REPORT:**

The Contractor shall provide OEI with quarterly reports, as dated in the table below, during the term of this Agreement. The OEI may determine the format of a quarterly report. The reports shall include:

1. Summary of work completed to date and status of each of the deliverables described in the Scope of Work.
2. Project planned and unexpected costs.
3. Copies of materials produced and press related to the project.
4. Lessons learned and continuous improvement efforts.

The performance reports shall be submitted to the OEI in the method directed by the OEI.

The timeline for these reports is specified below:

Quarterly Reporting Period	Quarterly Report Due
Agreement Effective Date through September 30, 2024	October 15, 2024
October 1 through December 31, 2024	January 15, 2025
January 1 through March 31, 2025	April 15, 2025
April 1 through June 30, 2025	July 15, 2025

OTHER REPORTING:

Final versions of any publications including but not limited to, guidelines, checklists, media and outreach must be provided to the OEI in the method directed by the OEI.

FEDERAL PROVISION REPORTING:

The Grant Recipient shall submit the necessary reports to comply with the applicable special provisions of the federally funded award. (See ATTACHMENT C).

FINAL PERFORMANCE REPORT:

A final report is due ninety (90) days after the performance period ends. The OEI may determine the format of a final report. The report shall be submitted to the OEI in the method directed by the OEI.

PROPERTY DISPOSITION REPORTING:

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient’s name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ATTACHMENT B: BUDGET

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Category	Contract Amount	Match Amount	Total Project Costs
1. Labor			\$0.00
2. Fringe Benefits			\$0.00
3. Equipment			\$0.00
4. Supplies			\$0.00
5. Contractual/Consultant Fees	\$75,000.00		\$75,000.00
6. Travel			\$0.00
7. Other			\$0.00
Total Direct Costs	\$75,000.00	\$0.00	<u>\$75,000.00</u>
8. Indirect			
TOTALS:	\$75,000.00	\$0.00	<u>\$75,000.00</u>
Percentage of grant	100%	0%	100%

Grant Questions

1 Identify and provide the roles and responsibilities of any project partners or key stakeholder groups.

Along with City staff and elected officials, local residents will be integral to the audit effort. The Mayor, City Administrator, Public Works Director, and CDA Director will prepare and promote a Request for Proposals, select a preferred consultant, and then present the contract to Common Council for approval. City staff will also provide access to properties, along with blueprints and historical documents, as available, and be available at regular intervals to answer questions and receive project updates.

In addition, the process will draw on the local expertise of Powered Up Baraboo, a grass-roots nonprofit formed in 2019 to further the use of renewable energy and environmentally sustainable practices in Baraboo (www.poweredupbaraboo.org). Representatives of this organization include a retired expert with over 40 years of experience in implementing energy efficiency and conservation measures and an environmental engineer with over 30 years of experience in municipal infrastructure design, inspection, and maintenance. Powered Up Baraboo has already helped track the energy use of four City-owned buildings through the benchmarking tool created by ENERGY STAR Portfolio Manager and raised funds to convert Civic Center lighting from fluorescent to LED as the first project in a green initiative revolving loan fund. PUB volunteers are prepared to assist with data collection, brainstorming, feasibility analysis, and act as a liaison to the broader Baraboo community.

2 Provide specific, measurable objectives that describe the desired results of the project. For each objective, identify metrics to measure its progress and success.

With the award of EECBG funds, the City of Baraboo will solicit bids for consulting services to perform an investment grade audit of City facilities. The consultant will steer the development of achievable, measurable energy initiatives, potential funding sources, and realistic timelines. The goal is to provide a final report to the Common Council, identifying a wide menu of energy-saving and renewable energy-generating projects, along with the cost, anticipated payback, and environmental benefit for each. In this way, data-driven decisions can leverage limited City resources towards projects which provide the biggest bang for the buck both financially and environmentally. The City will also be well-positioned to respond quickly to outside funding opportunities as they become available.

The audit will examine two main objectives:

1) Identify actionable energy efficiency enhancements at City buildings, along with identifying their potential costs and benefits.

The City currently owns and operates nine conditioned buildings, totaling just over 340,000 square feet (the current fire/EMS station will be replaced by two new stations in 2024). While the Municipal Building is relatively new, and the public library was recently renovated, the rest were constructed pre-2002, and likely offer opportunities for significant energy and monetary savings with correctly targeted projects. In particular, the Donahue Terrace and Corson Square apartments, operated as low-income housing by the Community Development Authority, feature outdated HVAC systems and minimal weatherization improvements. Conservation investments in these properties could offer financial benefits to both the City and tenants, as well as an improved quality of life for the latter.

Relevant metric: Completion of investment grant audit, and presentation to Common Council of energy efficiency

recommendations citing project costs and benefits.

2) Identify opportunities for renewable energy generation at City facilities.

Many of the buildings described above offer flat roofs and a southern aspect that may be suitable for photovoltaic installations. In addition, the City owns many pavilions, shelters, and other unconditioned structures, along with vacant land, which could be considered for renewable energy generation. Two new fire stations are set to begin construction this spring, and though they are designed to be "solar-ready," the Common Council does not have good information on whether adding photovoltaics is worth the additional investment. Site evaluation and consultation with utility staff, contractors, and funding sources would offer Council guidance toward feasible projects.

Relevant metric: Completion of investment grade audit, and presentation to Common Council of opportunities for renewable energy generation, including project costs and benefits.

3 Provide a list of any reference materials included in the Uploads Tab.

- a) City of Baraboo facilities;
- b) 2008 Common Council resolution declaring Baraboo an Energy Independent Community;
- c) 2023 Common Council resolution authorizing Baraboo to join the Wisconsin Local Government Climate Coalition;
- d) Letter of endorsement from Powered Up Baraboo;
- e) Letter of endorsement from Wisconsin Local Government Climate Coalition.

4 Rural. Using one of the designated tools (Rural County Code, Rural Zip Code as shown on OEI Map) identify whether your municipality or county is considered rural.

Yes

5 Justice40. Is there one or more community associated with or benefiting from your project designated as a DAC?

No

6 Justice40. If you answered yes to question #5, describe how the project benefits will flow down to the DAC. (If you answered no, please type N/A.)

While Baraboo does not qualify as a DAC according to the CEJST, a significant portion of the city has been designated a Qualified Opportunity Zone under the Tax Cuts and Jobs Act of 2017. U.S. Census figures estimate that 14% of people in Baraboo are at poverty level. Additional data shows that 41.9% of Baraboo School District students qualify for free and reduced lunch, a statistic often used to measure the socio-economic levels of youth.

In particular, energy conservation and generation investments made at the Donahue Terrace and Corson Square facilities will directly benefit the city's lower-income populations who do not traditionally have the financial resources to reduce their climate impacts. The 111 units of the two facilities are subsidized by Section 8 HUD funding and reserved for those with incomes at or below 80% of the Sauk County median income. These residents all have low to moderate income (LMI) and will

benefit substantially from reduced energy costs. Those at Corson Square pay their own utility bills directly, while the CDA pays utilities at Donahue Terrace. Donahue is the most expensive City building to operate, after the wastewater treatment plant, with a 2023 utility bill of \$65,056.

7 Justice 40. If you answered yes to question #5, provide the proportion of project-benefiting census tracts that are considered DACs, relative to the total census tracts by which the project provides benefits. (If you answered no, please type N/A.)

N/A

8 New or Existing Plans. Identify whether the proposed project will result in a new, or an update to an existing, Plan, Audit or Assessment. If updating, describe the difference and need.

The proposed energy audit will be the first of its kind for the City of Baraboo. The City budget is severely constrained, and without grant funding, there are no financial resources available to bring in outside expertise to develop and evaluate projects. Furthermore, Council will be unlikely to endorse energy savings projects and policies without a professional and detailed demonstration of financial benefit to the City.

9 Ability and Preparedness. Applicant organization understands and affirms that they will use and implement a DOE Blueprint (Blueprint 1, 2A or 3D) for their project.

Yes

10 Ability and Preparedness. Demonstrate how the Applicant s organization, staff, stakeholders, and any known subcontractors experience will assist them to achieve the objectives.

City staff will prepare an RFP and solicit bids from qualified energy audit firms. Upon selection of a firm and approval from Common Council, the energy consultant will collaborate with staff to collect baseline data and inspect municipal facilities. The Director of Public Works and CDA Director both have extensive experience in soliciting, selecting, and working with consultants on a wide range of projects, including the recent Resilient Baraboo Report, the 2022 Housing Study, and the current revision to the City's Comprehensive Plan. Additional expertise will offered by Powered Up Baraboo, a local grassroots organization committed to reducing the City's energy consumption and carbon footprint. As a member of the Wisconsin Local Government Climate Coalition, Baraboo can also draw from the experience of its peers in other communities to help inform bid preparation and other project aspects.

11 Budget Justification and Contributions. Respond to the details requested in Section 5.5.7.

Following the selection of an energy consultant, the City Administrator will coordinate building access, data sharing, and

interaction with staff such that the consultant has sufficient information to complete the audit and make recommendations. Volunteers from Powered Up Baraboo will also be available to share data and expertise. The consultant RFP will include a "not-to-exceed" figure commensurate with the grant award of \$75,000.

12 Cost Savings and Payback. For Activity 3 only. Activity 1 and 2 select N/A. I understand that my audit or assessment needs to cover at a minimum, the seven required components listed in Application Instructions Section 5.5.8.

N/A

13 Cost Savings and Payback, Economic Impacts. Respond to the details requested in 5.5.8.

The City of Baraboo spent \$674,241 in 2023 for electricity and gas. While the majority of that expense is attributable to street lighting and water/sewer operations which are outside the scope of this grant, over 40% is attributed to nine municipal buildings. While we expect a more robust savings as a result of this project, even a very modest energy reduction of 5% will reduce the City's utility payment by over \$13,500 each year, offsetting the cost of the grant in less than six years.

14 Energy Savings and Environmental Impact. Respond to the details requested in Section 5.5.9.

Further data from Alliant Energy shows that in 2021, City operations (not including fleet operations) consumed over 4 million kilowatt-hours and 126,000 therms per year. Again, even a conservative estimate of a 5% reduction of the City's municipal energy use would reduce annual GHG emissions by 177 metric tons. With more aggressive implementation of plan options to meet the City's Energy Independent Community goal, a 25% reduction in energy use would prevent 885 metric tons of emissions.

RESOLUTION NO. 2024 - xx

Dated: August 13, 2024

The City of Baraboo, Wisconsin

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

In accordance with the Phase 1 SIP, the first four buildings, three duplex condominium buildings and one triplex condominium building, have been completed. However, none of the condo units have sold and the developer attributes the lack of interest in condo ownership.

The developer proposed an amendment to the approved GDP to convert this private planned unit development with 85 condominium units to a public planned development with 86 zero lot line in a mixture of 35 two-unit and three-unit side-by-side single-family attached residential dwelling buildings – Baraboo Bluffs Estates. In May of 2024, Baraboo Bluffs Estates Phase 1 was approved.

Before the developer can record the Final Plat of Baraboo Bluffs Estates Phase 1 but the Baraboo Bluffs Condominium Plat needs to be “released”.

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

A Resolution authorizing the City Administrator to sign a Release of Land from Condominium Act

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

The City Administrator is authorized to execute the attached Release of Land From Condominium Act for the property located on Louis Lane, between Waldo Street and Parkside Avenue, described in the Declaration of Condominium of Baraboo Bluffs Condominium dated September 29, 2023, and recorded on October 2, 2023 in the Sauk County Register of Deeds Office as Document No. 1254664 (the “**Declaration**”), and depicted in the Baraboo Bluffs Condominium Plat, Phase 1, dated September 15, 2023, and recorded on October 2, 2023 in the Sauk County Register of Deeds Office as Document No. 1254665.

Offered by: Staff

Motion:

Second:

Approved: _____

Attest: _____

**RELEASE OF LAND FROM
CONDOMINIUM ACT**

**RELEASE OF LAND FROM
CONDOMINIUM ACT**

This Release of Land from Condominium Act (“**Release**”) is made this ____ day of August, 2024 by KMD Development, LLC, a Wisconsin limited liability company (the “**Declarant**”).

RECITALS

WHEREAS, Declarant created the Baraboo Bluffs Condominium project in Baraboo, Wisconsin (the “**Condominium**”) under the Wisconsin Condominium Ownership Act codified in Chapter 703 of the Wisconsin Statutes, (the “**Act**”);

Return To:

Attorney Gregory C. Collins
Axley Brynerson, LLP
Post Office Box 1767
Madison, WI 53701-1767

See Exhibit A
Tax Parcel Number (PIN)

WHEREAS, the Declarant owns all of the Units, Limited Common Elements, and Common Elements, as each of those terms are defined in the Declaration of Condominium of Baraboo Bluffs Condominium dated September 29, 2023, and recorded on October 2, 2023 in the Sauk County Register of Deeds Office as Document No. 1254664 (the “**Declaration**”), and depicted in the Baraboo Bluffs Condominium Plat, Phase 1, dated September 15, 2023, and recorded on October 2, 2023 in the Sauk County Register of Deeds Office as Document No. 1254665 (the “**Condominium Plat**”) which Units are identified on Exhibit A attached hereto; and

WHEREAS, the Declarant desires to remove from the Act all of the Units, Limited Common Elements, and Common Elements (as each term is defined in the Declaration) of the Condominium.

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares as follows:

1. **Removal of Units.** All of the Units, Limited Common Elements, and Common Elements of the Condominium are removed from the Act as provided in Section 703.28 of the Act.
2. **Ownership of Property.** The Declarant shall own one hundred percent (100%) of the property that comprised the Condominium as depicted on the Condominium Plat.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the date first above written.

KMD DEVELOPMENT, LLC

By: _____
Maxwell K. Dvorak, Manager

STATE OF WISCONSIN)
) SS
DANE COUNTY)

This instrument was acknowledged before me on May _____, 2024 by Maxwell K. Dvorak in his capacity as Manager of KMD Development, LLC.

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:
Attorney Gregory C. Collins
Axley Brynelson, LLP
Post Office Box 1767
Madison, WI 53701-1767

EXHIBIT A
Legal Descriptions

Baraboo Bluffs Condominium Unit 101, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-41000

Baraboo Bluffs Condominium Unit 102, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-42000

Baraboo Bluffs Condominium Unit 201, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-43000

Baraboo Bluffs Condominium Unit 202, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-44000

Baraboo Bluffs Condominium Unit 301, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-45000

Baraboo Bluffs Condominium Unit 302, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-46000

Baraboo Bluffs Condominium Unit 303, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-47000

Baraboo Bluffs Condominium Unit 401, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-48000

Baraboo Bluffs Condominium Unit 402, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-49000

Baraboo Bluffs Condominium Unit 501, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-50000

Baraboo Bluffs Condominium Unit 502, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-51000

Baraboo Bluffs Condominium Unit 503, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-52000

Baraboo Bluffs Condominium Unit 601, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-53000

Baraboo Bluffs Condominium Unit 602, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-54000

Baraboo Bluffs Condominium Unit 603, and an interest in the common area as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-55000

Baraboo Bluffs Condominium Common Element, as described in the Condominium Declaration in Document No. 1254664 in the Sauk County Register of Deeds, Sauk County, Wisconsin.

Tax Parcel No. 1079-40001

The City of Baraboo, Wisconsin

Background: For the 2024 and 2025 budget cycles, the City of Baraboo scheduled the replacement of 3 – Tandem Axle Haul Trucks and 3 – Single Axle Plow Trucks. The funds intended for these purchases were created via short term line of credit approved by City Council during the 2024 budget planning, and funds from the Capital Equipment Replacement Fund. Originally, we intended to purchase 1 plow truck, and 2 haul trucks in 2024, with the 2 remaining plow trucks and 1 remaining haul truck as 2025 purchases. The 2024 plow truck chassis and the 2024 haul truck chassis were ordered from River States Truck and Trailer of LaCrosse, WI. The body upfitter selected for the builds were Universal Truck and Equipment of Galesville for the plow trucks and Madison Truck and Equipment for the haul trucks. Total chassis and build price for the plow trucks came in at \$265,800 each and the haul truck price came in at \$188,700.

In discussion with truck manufacturers and body upfitters, we are being informed that a cost increase “up to 20%” could be seen once 2025 pricing is released, which occurs in October. In a worst case scenario 20% increase, it would equate to an approximate increase of \$106,300 for the two plow trucks, and \$37,700 for the haul truck, a total potential increase of \$144,000.

By moving our 2025 purchases to 2024 purchases, with funds already allocated for these purchases in the 2025 budget cycle, the City would be able to take advantage of the still valid 2024 pricing, and get moved up in the queue for chassis orders and body builds.

Any proceeds from the sale of the vehicles that these trucks are scheduled to replace will be placed back in the DPW Capital Replacement Fund as intended.

This matter will be reviewed by the Finance Committee at their August 13th, 2024 meeting.

Fiscal Note: (☒ one) [☐ Not Required] [☒ Budgeted Expenditure] [☐ Not Budgeted]
Comments: This is not a request for additional funding. This is a request to move funds scheduled for 2025 purchases to the 2024 budget cycle to take advantage of 2024 pricing.

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

THAT the city approves using available 2025 funds, scheduled for equipment replacement purchases to be utilized in the 2024 budget cycle in the amount of \$721,000.

Offered by: Finance/Personnel Comm.

Approved: _____

Motion:

Second:

Attest: _____

RESOLUTION NO. 2024 -

Dated: August 13, 2024

The City of Baraboo, Wisconsin

Background: The Sauk County Information Technology (I.T.) department has provided dedicated I.T. services for the City of Baraboo, on a contractual basis, for a number of years. The City was recently notified that the Sauk County employee tasked with this role, will be ending his employment with Sauk County, effective, August 15, 2024. The Sauk County I.T. Director is expected to notify the City that, effective December 31, 2024, it will no longer provide I.T. support services for the City. The City has learned that Sauk County will not be able to provide the same level of I.T. technical support services that it requires, through the end of the year. The City Administrator is requesting approval to create and fill a part-time, Limited Term Information Technology Services Technician position, effective, August 16, 2024. This position would assume the previous duties provided to the City, from Sauk County I.T. department, at no additional cost to the City. This position would also assist the City with the development and implementation of additional tasks that are required of the City to ensure compliance with I.T. certifications required for insurance purposes, at no additional cost to the City.

The Position Description is in the process of being developed for review and approved, in coordination with the City Administrator.

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

Comments: Funds will be transferred from a currently vacant position to cover this.

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

THAT, the creation of a part-time Limited Term Information Technology Services Technician position is approved, to maintain similar levels of services, as previously provided by Sauk County, while adding compliance-related services;

THAT, staff be authorized to fill the position as soon as possible, to ensure that I.T. services are maintained for the City, with no break in service, after August 15, 2024.

Offered By: Finance/Personnel

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
JUNE

PERMIT TYPE	2023						2024					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	2	\$0.00	\$3,837,825.00	\$0.00	\$6,870.56	0	2	\$0.00	\$5,011,872.00	\$0.00	\$12,508.86
Commercial Addition	0	2	\$0.00	\$529,064.00	\$0.00	\$847.60	0	1	\$0.00	\$820,000.00	\$0.00	\$486.72
Commercial, Alterations	2	7	\$225,000.00	\$1,215,500.00	\$820.10	\$2,618.55	2	10	\$1,410,000.00	\$3,953,063.00	\$450.40	\$4,309.31
Commercial, Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential , New SF	1	12	\$696,200.00	\$3,812,200.00	\$899.27	\$9,218.73	0	7	\$0.00	\$2,255,000.00	\$0.00	\$6,133.95
Residential, New Duplex	1	9	\$541,914.00	\$4,965,144.00	\$1,114.61	\$11,738.48	0	2	\$0.00	\$1,015,000.00	\$0.00	\$2,796.58
Residential, Additions	1	5	\$2,000.00	\$314,000.00	\$100.00	\$745.90	0	2	\$0.00	\$55,000.00	\$0.00	\$200.00
Residential Remodel	1	26	\$30,000.00	\$801,334.00	\$285.00	\$3,828.79	7	29	\$182,035.00	\$1,576,480.00	\$887.08	\$4,471.88
Residential, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Accessory Building Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	2	2	\$300.00	\$300.00	\$60.00	\$60.00
Roofing/Siding/Windows	9	57	\$204,914.00	\$804,110.00	\$1,107.74	\$4,923.81	14	70	\$229,370.00	\$1,194,741.00	\$1,428.00	\$7,340.27
Garage/Sheds/Deck/Fence	9	57	\$54,925.00	\$401,167.00	\$555.00	\$3,780.00	14	53	\$55,370.00	\$301,230.00	\$900.00	\$3,450.00
Multi-Family Units	0	7	\$0.00	\$10,137,363.00	\$0.00	\$35,073.56	0	2	\$0.00	\$6,500,000.00	\$0.00	\$14,942.56
Plumbing Only	2	3	\$15,550.00	\$33,300.00	\$120.00	\$180.00	0	5	\$0.00	\$65,616.00	\$0.00	\$360.00
Electrical Only	4	13	\$10,100.00	\$36,330.00	\$240.00	\$780.00	3	15	\$4,700.00	\$40,099.00	\$180.00	\$960.00
HVAC Only	3	6	\$29,900.00	\$1,836,784.00	\$180.00	\$1,974.15	3	4	\$20,167.00	\$47,463.00	\$180.00	\$420.00
Sign Permits	1	9	\$2,500.00	\$76,800.00	\$120.00	\$1,020.00	0	13	\$0.00	\$61,227.00	\$0.00	\$1,620.00
Solar Install	1	7	\$45,455.00	\$143,055.00	\$60.00	\$420.00	1	2	\$19,839.00	\$55,433.00	\$60.00	\$120.00
Misc. Permits	0	8	\$0.00	\$24,100.00		\$610.00	1	9	\$0.00	\$106,000.00	\$60.00	\$680.00
TOTALS	35	231	\$1,858,458.00	\$28,968,076.00	\$5,601.72	\$84,660.13	47	228	\$1,921,781.00	\$23,058,524.00	\$4,205.48	\$60,860.13

Finance/Personnel Committee Meeting Minutes

July 9, 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, City Administrator J. Young, Clerk Zeman, P. Cannon, T. Pinion, J. Ostrander, L. Laux, D. Olson, Nate Lund

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 25, 2024

Moved by: Kierzek

Seconded by: Kent

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Kierzek

Seconded by: Kent

CARRIED (3 to 0)

2. Action Items

2.a Accounts Payable

Moved by: Kent

Seconded by: Kierzek

Recommend Common Council pay \$548,629.50 of Accounts Payable.

CARRIED (3 to 0)

2.b Development Agreement, PR Baraboo LLC

T. Pinion noted that Pizza Ranch has new owners and they approached us many months ago about adding an addition for a "Kid's Zone". They are looking at a hard cost of \$800,000 for this project; a soft cost takes it upwards to \$1M. They have requested a 10% incentive from the City for a total of \$80,000. According to the assessor, the increment would be approximately \$550,000 based on the cost of \$800,000. Section 3.1 of the proposed development agreement needs to be amended, the equalized value for the purpose of property assessment will not be less than \$1,963,600. For this project, we will pay back 70% of the taxes that are received on the increment, until the \$80,000 is met. This will take approximately 10 years to pay for this. There is some concern within the Committee because this project has already started and may not meet the "but for" test as noted on item D of the proposed development agreement.

Moved by: Kent

Seconded by: Kierzek

Motion to table the proposed Development Agreement with PR Baraboo, LLC (Pizza Ranch) until the July 23rd Finance/Personnel meeting. Staff will confer with legal counsel regarding the "but for" requirement and the agreement will be updated to include correct dollar figures.

CARRIED (3 to 0)

3. Discussion Items

3.a Shared Ride Taxi

J. Ostrander noted that it's time to work on the procurement. Mayor Nelson explained that he approached one of the trustees for the Village of West Baraboo to see if there was any interest in a joint procurement so that there was not the extra charge for Baraboo vs West Baraboo; this item is currently on their agenda for discussion on Thursday, July 11th. J. Ostrander presented information on the number of rides, and fares, to West Baraboo. Ald. Kierzek noted that getting funds from West Baraboo will change the formula as this is no longer fare revenue, potentially saving the City money.

J. Ostrander also presented information for the first quarter showing the number of rides vs the number of vehicles available. This schedule is determined by the City. J. Ostrander will send out information to the committee members once she has added the second quarter data to the spreadsheet. She will provide changes to the schedule based on 2 rides per van and one on 3 rides per van.

3.b Health Insurance Options

Mayor Nelson noted that we were approached by TRICORE (Don Rick) regarding bidding for the City's health insurance. It is recommended by staff that we not offer this exclusively to TRICORE but open it up for any company to submit a proposal. The committee has no issues with this and agrees it should be available to any company.

3.c Creation of TIF Policy

The committee received draft policies for review. No discussion took place, this item will be included on the next agenda.

4. Adjournment

Moved by: Kent

Seconded by: Kierzek

That the meeting be adjourned at 6:50pm.

CARRIED (3 to 0)

Brenda M. Zeman, City Clerk



CITY OF BARABOO ADMINISTRATIVE MEETING

Meeting Minutes

July 2, 2024, 8:00 a.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Members Present: Thurow, Hazard, Lombard

Others Present: Co-Administrator - Tom Pinion, City Clerk- Brenda Zeman,
Police Chief - Rob Sinden, Mayor Rob Nelson, Finance Director
- Julie Ostrander
Citizen - Chad Parchem

1. **CALL TO ORDER**

1.a **ROLL CALL OF MEMBERS**

1.b **NOTE COMPLIANCE WITH OPEN MEETING LAW**

1.c **APPROVE MINUTES, June 21, 2024**

Moved by: Lombard

Seconded by: Thurow

Approval of June 21st, 2024 meeting minutes.

Motion: CARRIED

1.d **APPROVE AGENDA**

2. **ACTION ITEM(S)**

2.a **Application for Chickens**

Application was presented by the Clerk with one objection letter. Inspections and approvals have been completed. Lombard and Hazard could not find any reason not to approve.

Moved by: Thurow

Seconded by: Hazard

Recommend application for keeping chickens at 115 13th Ave, Chad Parchem to City Council.

Motion: CARRIED

2.b Liquor License Renewal Application

June 30th late application with approval from police department.
Technically no service should be allowed until approved by Council.

Moved by: Lombard

Seconded by: Hazard

Recommendation to the Common Council for a renewal of the Class "B" Fermented Malt Beverage & "Class C" Wine Only Liquor License for Ben's Mama Mia, LLC, d/b/a Ben's Mama Mia, 113 Third Street.

Motion: CARRIED

2.c Amend Section 2.04(16)

The Mayor request to broaden the scope for citizen discussion of all items not just action items. The city attorney approved these changes.

Moved by: Hazard

Seconded by: Lombard

Recommendation to the Common Council to consider amendment to Section 2.04(16) of the Code of Ordinances concerning public comment at Council meetings.

Motion: CARRIED

3. INFORMATIONAL ITEM(S)

3.a Date and time of next meeting, August 6, 2024

4. ADJOURNMENT (Voice Vote)

Adjourn at 8:12 am

Moved by: Lombard

Seconded by: Hazard

Motion to Adjourn.

Motion: CARRIED

Julie A. Ostrander, Finance Director

Minutes of the Public Safety Committee Meeting – June 24, 2024

Members Present: Steve Hause, David Olson, and John Ellington. **Others Present:** Chief Sinden, Tom Pinion, Utility Superintendent Wade Peterson, and Street Superintendent Tony Gilman.

Call to Order – Chairman John Ellington called the meeting to order at 1:00. Compliance with the Open Meeting Law was noted. Chairman Ellington said that there is no Item 2d monthly billing adjustments for this meeting. It was moved by Olson, seconded by Hause to approve the agenda as corrected. Motion carried unanimously. It was moved by Hause, seconded by Olson to approve the minutes of the May 6, 2024 meeting. Motion carried unanimously.

Action Items

- a. An Ordinance revising §7.02(2)(b)2, the Official Traffic Map, to provide for two parking stalls to be used by persons with a disability that limits or impairs the ability to walk in front East School at 815 6th Street – Pinion presented the background to the Committee. It was moved by Olson, seconded by Hause to approve an Ordinance §7.02(2)(b)2, the Official Traffic Map for one or two handicap stalls as presented. Motion carried unanimously.
- b. Review and recommend approval of the WRRF's 2023 Compliance Maintenance Annual Report – Peterson said that this report is required by the DNR to be done annually. He said again, with the staff's great help, the department was able to maintain all A's in the category for the Treatment Plant. Hause asked the definition of BOD, Peterson said Biological Oxygen Demand, theoretically the strength of the wastewater, how much of it is waste versus how much of it is really water. A discussion took place regarding the treatment plant capacity and new development calculations. Peterson said that in the last 20 years, even though population has increased, flows have gone down, due to one sealing up the system better, and two because of the more efficient fixtures that there are. Peterson said that he could do a 20-year trend on flows so the Committee can see how flows go. Hause said that there is a lot of development being talked about, and Peterson said that part of their development is they have to project what their population is going to be so the Utility can calculate water usage and sewage. It was moved by Hause, seconded by Olson to recommend approval of the WRRF 2023 Compliance Maintenance Annual report. Motion carried unanimously.
- c. Review and recommend approval of an Encroachment Agreement to allow the Wisconsin Historical Society to retain the named brick pavers in lieu of concrete sidewalk in front of the Al Ringling Theatre at 128 4th Avenue – Pinion said that in 2014 Friend of the Al Ringling approached the City wanting to commemorate donors by having named brick pavers in place of sidewalk. He said this was unconventional but a good cause, ultimately the City Council approved an irrevocable encroachment agreement with the Friends of the Al Ringling Theater. He said since they are intending on selling it in the very near future we need to modify it slightly so that the new owners inherit the responsibilities associated with that. He said because the Historical Society is self-insure they will not be able to issue the City a Certificate of Insurance, but will provide a Certificate of Protection. It was moved by Olson, seconded by Hause to recommend approval of the Encroachment Agreement as presented. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report
 - i. Staffing Updates – Peterson said the water operator, Mr. Emberson had heart surgery, is doing very well and due back early August. He said Jan Bance has announced her retirement as of August 1. He said five applicants were interviewed for the position, Jessica Wilcox has accepted the position, her starting will be July 15th, however, she works some half Friday so on those Fridays she will be coming in to get as much time with Jan. He was said that she worked as a billing tech for the City prior.
 - ii. Project Updates – Peterson said it is ongoing with the Railroad/DOT on the railroad viaduct, nothing in the last 30 days except an attorney bill. Pinion and Peterson gave the Committee a detailed background and history of the Railroad/DOT pipe on the viaduct issue. Peterson said that Great Lakes TV & Seal has completed the lateral sealing. He said he has a video to show after the meeting if there is time. He said A-1 is back installing water and sewer mains and laterals between Elizabeth and Jefferson and they will then head down to Draper Street. Greenfield Lift Station has been completed and is running. He said the Spirit Lake Lift Station control panel is there and he is putting heat on the

contractor because tenants are due to move in July 15 and we need a way to convey their wastewater from Point A to Point B.

b. Street Superintendent's Report

- i. Staffing Updates – Staffing and schedules have remained the same.
- ii. Monthly Activity Report – Gilman said that the crew has assisted the Utility getting patches from the previous winter/spring breaks prepped. The department provided site prep and site work finishing, including installation of an accessible sidewalk for the new Pierce Park Accessible Playground. He said the two of the four scheduled alleys are prepped for pavement, the other two will begin after Pierce Park Playground completion and will still allow us to finish all four alleys by the scheduled completion date of August 1. He said as in previous years the department provided support for the Big Top Parade with signage, monitoring/blocking at entry points and cleanup the day after.
- iii. Informational – Gilman then gave an update on the refuse/recycling collection. He said that he has not personally received a lot of negativity and Peterson's said that it is below normal when they start collecting for a City, with the biggest adjustment for customers being the accelerated pace that they can collect with their advanced equipment. . He said that the first holiday did cause some confusion, but after discussing the new holiday schedule with callers, there seems to be a fair amount of excitement that collection will only be delayed 1 day during holiday weeks versus up to 5 days when we provided the service.

c. Police Chief's Report

- i. Staffing Updates – Sinden said that the department was fully staff for four days and then they lost officers Nick Smith and John Maginot, both of those officers resigned to take different job offers from different agencies, one to Wisconsin Dells and the other to the Village of Shorewood. He said because both these positions were night shift it required us to backfill and remove people from days to work nights. He said the two vacancies that were created we generally go to the eligibility list, but that list was exhausted with the hiring of the last officer. He said that interviews were conducted the last week, 8 individuals, 7 showed up for interviews, two of those are certified. Sinden then explained the definition of certified versus non-certified. He said that the two certified candidates are in process of background checks. He said currently two brand new officers, Alexis and Zach are in training, so the department is short 4 officers.
- ii. Case/Response Update – Sinden explained that the reports are based on a 5-year trend, not just one year. Sinden said that the department assisted the DPW with the recent flooding. He said that over the last 5-years the Use of Force has gone down.

Ellington said that he has talked to Sinden regarding an organization that has what is called Daily Pay where the employee has an ATM card in their phone or APP, wherever they are they can draw on their salary at any time between the days they get paid. He said may it would give an edge on employees if they knew they could get their 2-week pay the week before. He said it doesn't cost the employer anything, all the payroll goes through them, so if the employee wants a daily pay, it may cost \$2.00.

Ellington said the next meeting will be July 29th.

Information Items

- a. STH 33 Reconstruction Project – Status Report – Nothing.

AJOURNMENT – There being no further business, it was moved by Olson, seconded by Hause to adjourn at 1:56 p.m.

Respectfully submitted,

John Ellington, Chairman