



**CITY OF BARABOO COMMON COUNCIL
AMENDED AGENDA**

**Tuesday, March 14, 2023, 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 <i>(Voice Vote) February 28, 2023</i>	3
4. APPROVAL OF AGENDA <i>(Voice Vote)</i>	
5. COMPLIANCE WITH OPEN MEETING LAW NOTED	
6. PRESENTATIONS	
6.1 Presentation by Baraboo Public Arts Association	
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 <ul style="list-style-type: none">• In-Person Absentee Voting for the Spring Election will start on Tuesday, March 21st in the City Clerk's Office.	
10. CONSENT AGENDA <i>(Roll Call)</i>	
10.1 Accounts Payable Approve the Accounts Payable to be paid in the amount of \$	9
10.2 Temporary Picnic License Approve the Temporary Alcohol License application (aka Picnic License) for GMR Tent #100, Opening Banquet, 05-20-2023.	10
11. ORDINANCES ON 2nd READING <i>None</i>	
12. NEW BUSINESS- RESOLUTIONS	
12.1 Appoint City Attorney Consider appointing Steven C. Zach as City Attorney and other attorneys with Boardman & Clark LLP as Assistant Attorneys on an as	11

	needed basis. (Bradley)	
*12.2	Parks and Recreation Grant Agreement Consider authorizing Parks and Recreation to sign grant agreement for \$3,000 for the Keramani Park Interpretive Signage Grant offered by the Sauk County Arts and Culture Committee. (Hardy)	15
*12.3	Wisconsin DOT TAP Grant Consider authorizing applying for a 2023 Wisconsin DOT TAP grant for the design and construction of the Oak Street ADA path project. (Hardy)	23
13.	NEW BUSINESS ORDINANCES	
13.1	Repeal and Replace Baraboo-Wisconsin Dells Airport Consider repealing and replacing §1.32 and Chapter 26 relating to the Baraboo-Wisconsin Dells Airport. (Bradley)	24
14.	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>	
15.	REPORTS, PETITIONS, AND CORRESPONDENCE The City acknowledges receipt and distribution of the following: <u>Reports:</u> February, 2023 -Building Inspection <u>Copies of meeting minutes included in this packet:</u> Finance...2-14-2023 <u>Copies of meeting minutes in City Clerk's files:</u> BID...1-18-2023 UW Campus...1-20-2023 Ambulance..12-14-2023 Fire-EMS...1-4-2023, 1-17-2023 BEDC...2-2-2023 CDA...2-7-2023 Park & Recreation...1-9-2023 Library...1-17-2023, 1-24-2023	25
16.	ADJOURNMENT (Voice Vote) PLEASE TAKE NOTICE- Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.	

**February 28, 2023, 7:00 p.m.
Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Members Absent:

Others Present: Mayor Nelson, Chief Sinden, Clerk Zeman, Adm. Bradley, T. Pinion, members of the press and others.

1. CALL TO ORDER

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

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF PREVIOUS MINUTES (Voice Vote)

Moved by: Ellington

Seconded by: Petty

Motion: CARRIED

4. APPROVAL OF AGENDA (Voice Voice)

Moved by: Wedekind

Seconded by: Kolb

Motion: CARRIED

5. COMPLIANCE WITH OPEN MEETING LAW NOTED

6. PRESENTATIONS

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

7. PUBLIC HEARINGS

None Scheduled.

8. PUBLIC INVITED TO SPEAK

No one spoke.

9. MAYOR'S BUSINESS

- The Mayor congratulated Rob Fichter on his 20th anniversary with the Water Resource Recovery Facility. Congratulations Rob!

10. CONSENT AGENDA

Moved by: Wedekind

Seconded by: Petty

Motion: CARRIED (9 to 0)

10.1 Accounts Payable.

Resolution No. 2023-020

Approve the Accounts Payable to be paid in the amount of \$264,993.01

11. ORDINANCES ON 2nd READING

11.1 Amend §7.09(20)

Approve the 2nd reading of **Ordinance No. 2607** amending §7.09(20) relating to overnight parking being prohibited in certain parking lots.

Moved by: Wedekind

Seconded by: Thurow

Motion: CARRIED (9 to 0)

12. NEW BUSINESS- RESOLUTIONS**12.1 Claim for Excessive Assessment****Resolution No: 2023-021**

Moved by: Sloan

Seconded by: Petty

RESOLUTION OF THE BARABOO COMMON COUNCIL DENYING 2022 TAX CLAIM OF WAL MART

Whereas, on January 30, 2023, Wal-Mart Real Estate Business Trust (Walmart) filed a claim with the City alleging excessive tax assessment of property located at 920 US Highway 12 in Baraboo, for the 2022 assessment; and,

Whereas, the claim was not timely filed and the tax assessment is not excessive or otherwise improper;

Now therefore be it resolved that the claim is denied in its entirety pursuant to sec. 74.37(3), Wis. Stats. The City Clerk shall send a copy of this resolution to Wal-Mart by registered or certified mail.

Motion: CARRIED (9 to 0)

12.2 Carbon Reduction Shared Revenue Fund**Resolution No: 2023-022**

Moved by: Hazard

Seconded by: Kolb

To approve the City of Baraboo oversight of the creation and use of the "Carbon Reduction Special Revenue Fund" for the purpose of Powered Up Baraboo to fund energy efficiency and renewable energy projects in municipal buildings and operations.

Motion: CARRIED (9 to 0)

12.3 Create Fund 262**Resolution No: 2023-023**

Moved by: Ellington

Seconded by: Sloan

That, a new project fund "Carbon Reduction Special Revenue Fund" be created, the Finance Director is hereby authorized upon the passage of this Resolution to create the corresponding Fund:

- Fund 262, "Carbon Reduction Special Revenue Fund"

Motion: CARRIED (9 to 0)

12.4 Line of Credit**Resolution No: 2023-024**

Moved by: Wedekind

Seconded by: Hazard

That the City resolves to draw \$742,218.67 from the line of credit with the Baraboo State Bank on Wednesday March 1st, 2023.

Motion: CARRIED (9 to 0)

12.5 Public Works Contracts**Resolution No: 2023-025**

Moved by: Ellington

Seconded by: Wedekind

That the low bids of:

D.L. Gasser	\$169,055 – Proposal #1 – Asphaltic Paving
D.L. Gasser	\$ 53,600 – Proposal #2 – Asphalt Pavement Materials
Abbs Paving	\$ 66,000 – Proposal #3 – Asphaltic Patching
Augelli Concrete & Exc.	\$ 68,250 – Proposal #4 – Curb and gutter & sidewalk repair
Milestone Materials	\$ 7,750 – Proposal #5 – Crushed Aggregate Base Course

Allen Steele Co.

\$ 50,000 – Proposal #6 – Concrete and Asphalt Crushing

Are hereby accepted and all other bids are rejected.

Motion: CARRIED (9 to 0)

12.6 Accept Bid for Greenfield Reserve

Resolution No: 2023-026

Moved by: Thurow

Seconded by: Petty

That the low bid of A-1 Excavating Inc. in the amount of \$1,933,138.00 for the Base Bid plus Alt B1 (VRAM) for the Greenfield Reserve – Phase 2 Street and Utility Improvements project is hereby accepted and all other bids are rejected and that the Mayor and City Clerk are hereby authorized to execute the respective Contracts.

Motion: CARRIED (9 to 0)

12.7 Coharbor Russell Group LLC Certified Survey Map

Resolution No: 2023-027

Moved by: Wedekind

Seconded by: Hazard

THAT the attached one-lot Certified Survey Map, prepared by Wyser Engineering, is hereby approved and further,

THAT the dedication of land for the Hatchery Road right-of-way, as shown on this Certified Survey Map, is hereby accepted.

Motion: CARRIED (9 to 0)

13. **NEW BUSINESS ORDINANCES**

14. **ADMINISTRATOR AND COUNCIL COMMENTS**

None.

15. **REPORTS, PETITIONS, AND CORRESPONDENCE**

The City officially acknowledges receipt and distribution of the following:

Reports: January, 2023 - Treasurer

Copies of meeting minutes included in this packet:

Finance/Personnel Committee Meeting Minutes

January 24, 2023, 6:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Members Present: Kent, Petty

Members Absent: Sloan

Others Present: Clerk Zeman, R. Nelson, J. Ostrander, M. Hardy, R. Sinden, T. Pinion

1. **Call Meeting to Order**

1.a **Roll Call of Membership**

1.b **Note Compliance with Open Meeting Law**

1.c **Approve Minutes of January 10, 2023**

Moved by: Kent

Seconded by: Petty

CARRIED (2 to 0)

1.d **Approve Agenda**

Moved by: Kent

Seconded by: Petty

CARRIED (2 to 0)

2. **Action Items**

2.a **Accounts Payable**

Moved by: Kent
Seconded by: Petty
Recommend to Common Council on paying \$959,625.52.

CARRIED (2 to 0)

2.b Bike Wisconsin

M. Hardy noted that this is the 6th or 7th year they have stopped at the Civic Center and they have agreed to the proposed fee which includes a 3% increase. Bike Wisconsin will have about 100 members that will show up Thursday morning and will leave Friday morning. Because we have an ordinance that restricts camping at City parks, he is looking for permission to camp as well as approve the proposed fee.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council to approve the request of Bike Wisconsin to hold their annual GRABAAWR overnight stop at the Civic Center on June 15-16, 2023 and allow for camping on the Civic Center grounds and in the Gymnasium for a fee of \$700.40.

CARRIED (2 to 0)

2.c Employee Policy and Procedure Handbook

J. Ostrander noted that this is an extension of the WPPA Union Agreement; we realized we needed to adjust our employee handbook to include the clothing allowance for non-union employees. This is now a non-accountable plan, subject to taxes. The City Administrator can adjust this annual amount going forward. A police department policy ensures that proper uniforms and clothing are worn.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council approving amending Section 4.01, "Clothing Allowance", of the Employee Policy and Procedure Handbook.

CARRIED (2 to 0)

2.d Budget Amendment

J. Ostrander noted that City Treasurer Laux reviewed the monies needed to cover the clothing allowance and prepared the budget amendment.

Moved by: Kent

Seconded by: Petty

Recommend to Common Council approving the budget amendment for the payment of the police department clothing allowances.

CARRIED (2 to 0)

3. Discussion Items

3.a Discussion and possible recommendation on the training of service animals by an Elected Official.

Mayor Nelson noted that he contacted WAGS and all trainers are fully covered under their liability insurance and the dogs and trainers are covered both for personal injury and any property damage. This will be discussed at the next meeting.

3.b Review updated Purchasing Policy

To be reviewed at the next meeting.

4. Adjournment at 6:14pm

Moved by: Petty

Seconded by: Kent

CARRIED (2 to 0)

Minutes of the Public Safety Committee Meeting – January 30, 2023

Members Present: Phil Wedekind, Tom Kolb and John Ellington. **Others Present:** Police Chief Sinden, Tom Pinion, Tony Gilman, Wade Peterson, and Kris Denzer.

Call to Order - Chairman Tom Kolb called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Ellington, seconded by Wedekind to approve the agenda as posted. Motion carried unanimously. It was moved by Wedekind, seconded by Ellington to approve the minutes of the October 31, 2022 meeting. Motion carried 3-0.

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

Action Items

- a. Review and recommend approval of Joint Powers Agreement with Sauk County for 911 Services for 2023 – Sinden said the Joint Powers Agreement was due for renewal and is a statutory required agreement between all of the outlying emergency service agencies that are in the Sauk County 911 area. Sinden said we sign this so that we comply with and we agreement to use any of our emergency services vehicles in other areas outside of our jurisdiction but in Sauk County when we are called to

it. It was moved by Wedekind, seconded by Ellington to recommend approval of Joint Powers Agreement with Sauk County for 911 Services for 2023 as presented. Motion carried unanimously.

- b. Review and recommendation to forward a Preliminary Resolution Declaring Intent to Levy Special Assessments for New Sidewalk as part of the planned 2023 Street Improvement Projects – Pinion presented background to the Committee. He said as part of the 2023 budget, new sidewalk construction is planned on 11th Street (between Elizabeth and Jefferson). He then explained the three-step process, the first being the preliminary resolution declaring the intent to assess affected property owner for new sidewalk. He said it would affect approximately 36 property owners. It was moved by Wedekind, seconded by Ellington to forward the Preliminary Resolution Declaring Intent to Levy Special Assessments for New Sidewalk at 11th Street, between Elizabeth and Jefferson. Motion carried unanimously.
- c. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for November and December 2022 – It was move by Ellington, seconded by Wedekind to approve the monthly Billing Adjustments/Credits for November and December as presented. Motion carried unanimously.

Information Items

- a. Discuss potential options for reconstructing the block of Jefferson Street between 7th and 8th Streets as part of the 2023 Street Improvement Projects – Pinion he said with the 2024 reconstruction of 8th Street, the time would be right to realign the offset intersection of Jefferson. He said that this would require acquiring of portion of the Schadde Plumbing property; however, the price wanted is cost-prohibitive. He said another option would be to eliminate access to 8th Street either from the north or the south, from the north gets a lot of traffic and he does not think that is practical. However, from the south, if a cul-de-sac was put at the end of it, that would be a workable solution. He said that some property would have to be acquired from Brian Pierce, owner of the old Viking. He said that doing this would push it real close to the sidewalk on 8th. Pinion presented another option moving it a bit south. Pinion said it could be done either with an easement or purchase of the property. A park or benches in the green space was discussed. It was the consensus of the Commission for Option B rather than having to purchase Schadde property. Kolb asked for a cost estimate, Pinion said that he would email to the Commission.

Reports

- a. Utility Superintendent's Report
 - i. Staffing Updates – No updates
 - ii. Project Updates – Peterson said that he has forwarded the agreement with Wisconsin Power & Light for their meter reading equipment to Boardman and Clark. He said the Wis P & L wants to move off the Birch Street Reservoir and onto the monopole attached to the reservoir and requires a new agreement. He said that he has started communications with Verizon regarding the Mine Street tower. He said that he has sent them an application to fill out. Peterson said that the Utility was granted \$60,000 to continue the existing Lead Service Replacement Program. He said that all water main products for the street projects have been ordered. He said that they are now tracking lead service lines thru ESRI mapping software. He said the EPA has set a deadline of fall of 2024 to get the inventory completed. He will be doing a presentation in February. Peterson gave an update on the railroad trestle. Peterson said that the Engineer for the Hwy. 33 project will get him the estimates for the water and sewer laterals for the property owners along Hwy. 33 by the end of the week. He said that now that the Fire Department is no longer a City entity he will have to work out an agreement with the District to have a repeater and antennae on the County A tower.
- b. Street Superintendent's Report
 - i. Staffing Updates – Staffing remains the same
 - ii. Activity Report – Gilman said to date 465 tons of salt and 80 tons of sand has been used. He said we are about same as last year with salt and down on sand. He said that the Department is assisting Parks Department with tree removal. Gilman said that improvements to the employee breakroom and men's locker room have been made at the City Services Center.
 - iii. Monthly Activity Report – Gilman said that budgeted for 2023 was an end loader replacement, he priced out three units and order a John Deere. Gilman said he also ordered a 2023 Pelican replacement street sweeper. He said that the Department is still scheduled to replace two plow trucks and currently researching available options. Gilman then presented and discussed parking lot parking restrictions recommendations to allow more efficient ways of snow plowing and street sweeping. It was felt the signage will be the most challenging to train the public. Gilman then presented the 2023 alley candidates.
 - Between 7th & 8th Avenues, Summit to Center (462')
 - Between 8th & 9th Avenues, Draper to Park (330')
 - Between 10th Street & 11th Street, Ash to East (396')Gilman said there are 3 select4ed instead of 4 for 202. He said based on budget, the total length of these alleys equates to a similar length of the total of the 2021 alleys and the 2022 alleys. He said dependent on bid pricing for 2023 paving, he would like to include a portion of the 12 alley – Birch to Broadway (Post Office alley) – East End (170'), and also add concrete sidewalk and approach to the west end.

Kolb asked what streets would be done. Pinion said that Ridge 2nd to 4th, Maple Street, Walnut to Quarry, and as long as we can acquire the proper right-of-way the north end of the 7-8 block of Jefferson Street.

c. Interim Police Chief's Report

- i. Staffing Updates – Staffing levels have not changed. The hiring process for the school liaison officer is in the final two phases. He said Lt. Labroschian is not Captain Labroschian. The process to fill the Lieutenant position from within the ranks is ongoing.
- ii. Case/Response Update – He said call levels for overall cases in 2021 were a total of 8359 cases and in 2022 8,043 which is approximately a 3.83-3.9% decrease in calls. He said the department's total of force incidences in 2021 and 2022 were 55. He said the first Coffee with a Cop was a great success. Sinden said that the Department received their WILEAG accreditation, they are one of 47 agencies in the State of Wisconsin out of just shy of 600 that have that. The 2023 Sauk County Fair preparation is starting and they have had their first meeting with the Fair Board.

AJOURNMENT – It was moved by Wedekind, seconded by Ellington to adjourn at 12:12 p.m. Motion carried.

Copies of meeting minutes in City Clerk's Files:

Airport...11-4-2022

BID....3-8-2022, 9-19-2022

Public Arts...10-27-2022, 12-1-2022

PFC...1-12-2023, 1-17-2023, 2-3-2023

16. ADJOURNMENT

That the meeting adjourns at 7:47pm.

Moved by: Wedekind

Seconded by: Hazard

Motion: CARRIED

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2023 -

Dated: March 14, 2023

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

The City of Baraboo, Wisconsin

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

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

The Picnic License listed below was reviewed by the Police Department and the City Clerk. It will be reviewed by the Administrative Committee at their March 7, 2023 meeting.

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

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

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

- GMR Tent #100, Opening Banquet, 05-20-2023

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

Motion:

Second:

Certified by Clerk: _____

WHEREAS, the City is authorized by Wis. Stat. §62.09(12) to appoint a City Attorney to conduct all of the City's legal business;

WHEREAS, since the resignation of the appointed City Attorney, the City has utilized the law firm of Boardman & Clark, LPP to handle most of its legal work for the City while it considers whether to appoint an in-house City Attorney or retain outside legal counsel for that purpose;

WHEREAS, the City desires to continue its relationship with Boardman & Clark LLP and appoint that firm as the City's statutory City Attorney;

WHEREAS, the City may engage other legal counsel from time to time pursuant to Wis. Stat. § 62.09(12)(g) to represent it on certain legal issues, particularly if a conflict exists with Boardman & Clark's representation of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN, AS FOLLOWS:

Steven C. Zach is appointed as City Attorney and other such Boardman & Clark LLP attorneys as designated by Zach as Assistant Attorneys on an as needed case by case basis provided that the current arrangements for fees and services in 2023 as previously agreed by Zach and the City shall be honored and further that the scope of services to be provided by the City Attorney and Assistants shall include, without limitation, the following:

- Provide clear, concise and timely legal advice and consultation;
- Attend meetings as requested;
- Provide representation and advice to staff;
- Draft, review and revise documents including, but not limited to, legal issues, contracts, ordinances, resolutions, license agreements, development agreements, code enforcement orders, City policies, notices, open records, leases, deeds, loan, permits and staff reports;
- Recommend, review and assist in update of City code and zoning code as necessary;
- Research and interpret laws, court decisions and other authorities for preparation of opinions to advise Common Council and staff on legal matters pertaining to City matters;
- Assist City officials and appropriate staff in continuing to identify feasible options toward implementation and achievement of the goals, policies and objectives of the City;
- Represent City in litigation and matters brought by or against the City, its elected officials, officers and agents and advise and inform regarding their status;
- Provide Municipal prosecution services; and
- Perform such other duties as directed by the Mayor, Common Council and City Administrator.

- Provide education/training to the Council and staff on legal matters, e.g., as parliamentary procedure, ethics, etc.

Adopted and approved this _____ day of March 2023.

BY: _____
Mayor

ATTEST:

Brenda Zeman, City Clerk

It was moved by _____ and seconded by _____ that
the forgoing resolution be adopted. The following Alderpersons voted Yes: _____

_____. The
following Alderpersons voted No: _____

_____. The Mayor
declared the resolution adopted.

MEMORANDUM

TO: City of Baraboo

FROM: Steven C. Zach

DATE: February 24, 2023

RE: Appointment of Boardman & Clark as City Attorney

Since the resignation of the City's in-house city attorney over two years ago, Boardman & Clark LLP has served as the City's principal legal counsel. From our standpoint, that relationship has worked well. At this point, we are seeking to formalize this arrangement in compliance with Wis. Stat. § 62.09 (12) which authorizes the appointment of a city attorney.

Retention of an outside firm to serve as city attorney is permitted by statute and is a model which is becoming more standard given the small pool of attorneys with the experience and qualifications to serve as in-house counsel and the increasing complexity of all areas of municipal law which really requires specialization in distinct areas of that practice.

The City has benefitted from the expertise in all areas of municipal law that our firm provides. While I have been the principal point of contact between the City and our law firm, several Boardman lawyers have worked on projects for the City depending on the nature of the project, including Julia Potter (land use matters), Laurie Kobza (water issues), Eric Hagan (general municipal, open records, and agenda issues), Kate Harrel (tax appeals), and Storm Larson (tax appeals and miscellaneous).

We have recently added to our firm two municipal lawyers who formerly practiced with the LaRowe Gerlach firm in Reedsburg. Joe Hasler is senior counsel and comes with decades of experience in municipal law, including serving as the City of Wisconsin Dells city attorney. Max Buckner is a senior associate who currently works with the City of Baraboo prosecuting traffic cases. He also serves as the City of Reedsburg city attorney.

Both Max and Joe are in our City of Baraboo office which is located on the square. That office is populated by three other Boardman lawyers and will give us a strong Boardman presence in the City of Baraboo. Their presence will afford the City with local counsel who can attend regularly scheduled meetings or special meetings on short notice.

We propose to continue our current billing rate structure: \$245 per hour for partners (Zach and Hasler); \$225 for associates (Hagan and Buckner); and \$300 per hour for specialized services, including development work (Potter, Harrell, and Kobza). If the City agrees to appoint Boardman and Clark as city attorney, we will provide the City with a formal notice of retainer which will outline these fees and other expenses.

Boardman & Clark also represents the Village of West Baraboo and the Baraboo School District. There could be instances where our representation of the Village and/or District and City could conflict particularly with land use issues. Over the past two years, we have handled those on a case-by-case basis without any issues. For example, when there has been a conflict with the Village, our firm has continued representation of the Village and the City has retained other legal counsel to represent its interests. That has worked well and, if we are appointed City of Baraboo legal counsel, we would continue that arrangement and seek waivers for any matters in which we could not represent the City, with the city retaining other legal counsel.

We have appreciated the opportunity to work with the City over the last several years and its personnel and elected officials. We believe we have provided quality work at a reasonable cost. We hope that we can continue that relationship under an appointment pursuant to Wisconsin statute.

RESOLUTION NO. 2023 -

Dated: March 14, 2023

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of accepting a \$3,000 grant from the Sauk County Extension Education Arts and Culture Committee for the design, purchase and installation of interpretive signage at Chief Naaga Keramani Park (Greenfield Reserve Estates) and authorizing the Parks and Recreation Director to sign a Grant Agreement with the County.

The project will take place in 2023, with Parks Department staff and members of the Parks Commission working with representatives of the Ho-Chunk Nation and Sauk County Historical Society to develop several interpretive signs to install in the park and along trails in the conservancy related to the culture and influence of Ho-Chunk villages that were in the area as well as the Ho-Chunk leader for whom the park is named after. Grant expenses will be matched by in-kind services from department staff and Commission volunteers. No City tax levy dollars are planned for use with this project. Application for the grant was recommended by the Parks Commission in January and supported by the Friends of Baraboo Parks.

Fiscal Note: ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments: Grant match will be met by in-kind services

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

THAT the Keramani Park Interpretive Signage Grant for \$3,000 offered by the Sauk County Arts and Culture Committee be accepted and the Parks and Recreation Director authorized to sign the grant agreement and complete the project in 2023.

Offered by: Parks and Recreation

Approved: _____

Motion:

Attest: _____

Second:



**GRANT AGREEMENT
FOR PROJECTS FUNDED BY THE
SAUK COUNTY EXTENSION EDUCATION
ARTS & CULTURE COMMITTEE**

Name of Grantee: City of Baraboo

Project Title: Keramani Park Interpretive Signage

Grantee Address: 124 2nd St Rm 17
Baraboo, WI 53913

Term of Project

Beginning Date: 6/1/2023 Ending Date: 11/30/2023

Grant Award: \$3,000.00

THIS AGREEMENT is made and entered into by and between Sauk County (hereafter referred to as "COUNTY") and the grantee named above (hereafter, "GRANTEE").

WITNESSETH:

WHEREAS the COUNTY whose address is 505 Broadway (ATTN: Administrative Coordinator), Baraboo, Wisconsin 53913, desires to fund the project described in the GRANTEE's proposal to the Sauk County Extension Education Arts & Culture Committee; and

WHEREAS the GRANTEE, whose address is set forth above, is able and willing to undertake and complete said project;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the GRANTEE do agree as follows:

1. COUNTY shall pay the GRANTEE the sum set forth opposite "Grant Award:" above, for the project referenced herein. Unless specified otherwise in the GRANTEE's proposal or the COUNTY's amendments thereto, payment shall be made in one lump sum within 30 days after this agreement has been executed. The COUNTY shall never be required to pay more for the project than the sum set forth above under the heading MAXIMUM COST.

2. GRANTEE agrees to undertake and complete the project detailed in GRANTEE's proposal as modified by COUNTY. In the event of a conflict between the GRANTEE's proposals and COUNTY's modifications thereto, the COUNTY's modifications shall control. GRANTEE acknowledges receipt of COUNTY's modifications.

3. The GRANTEE shall undertake and complete the project during the period set forth next to the heading "Term of Project" above. Upon the failure of the GRANTEE to complete its obligations under this agreement within said time period, the GRANTEE agrees to reimburse the COUNTY for the full amount of the grant plus interest at the rate of one and one-half percent

(1 1/2%) per month from the date of the disbursement of the grant. If the COUNTY is required to institute legal proceedings to recoup grant funds, the COUNTY shall be entitled to judgment against the GRANTEE to include recoupment of grant funds, interest as herein provided, and the COUNTY'S actual attorneys fees, costs and disbursements in addition to any other remedy available at law or equity or as expressly provided in any grant application, contract or other document appended hereto.

4. The GRANTEE shall not assign or transfer any interest or obligation in this agreement without the prior written consent of the COUNTY.

5. If, through any cause, the GRANTEE fails to timely and properly undertake and complete the project, or if the GRANTEE violates any of the covenants of this agreement, the COUNTY shall thereupon have the right to terminate this agreement at anytime by giving written notice thereof. In the event the COUNTY terminates this agreement, all finished and unfinished aspects of the project shall at the option of the COUNTY become the property of the COUNTY, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory part thereof completed prior to the date of termination.

6. In all promotional literature and public announcements related to the project, the GRANTEE shall include the following statement: **"This project is funded in part, by a grant from Sauk County Extension Education Arts and Culture Committee, a Committee of the Sauk County Board of Supervisors and the Wisconsin Arts Board."** Required credit shall be given to the Wisconsin Arts Board and Sauk County Extension Education Arts & Culture Committee as appropriate as follows. Notice funding will be given to the WI Arts Board and Sauk County UW Extension, Arts & Culture Committee in brochures, news releases, programs, publications, printed and broadcast promotion publicity, and advertising. The credit line should read, "This (project, concert, series) is supported in part by a grant from the Sauk County Extension Education Arts & Culture Committee and the Wisconsin Arts Board with funds from the State of Wisconsin." Please use the Wisconsin Arts Board logo on your printed material. When no printed information is used, verbal credit shall be given prior to each live performance or presentation. Logos can be found on the Arts Board website: artsboard.wisconsin.gov.

7. The GRANTEE agrees to make such reports as required by the COUNTY.

8. The GRANTEE agrees to secure at the GRANTEE's own expense, all personnel necessary to carry out the GRANTEE's obligations under this agreement. Such personnel shall not be deemed to be employees of the COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with the COUNTY.

9. GRANTEE shall indemnify, save harmless and defend against any and all liability, loss, damages, costs or expenses which COUNTY may sustain, incur or be required to pay by reason of GRANTEE or its subcontractors furnishing services or goods required under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts or omissions of COUNTY. As used herein, COUNTY includes boards, commissions, agencies, officers and employees of COUNTY.

10. The GRANTEE agrees that if it receives grants which aggregate an amount greater than \$2,500 in any calendar year, in order to protect itself and the COUNTY under the indemnity provisions of paragraph 9 above, it will at all times during the term of this agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a

company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$500,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary, with the COUNTY as an additional insured. The COUNTY shall be given ten (10) days advance notice of cancellation or shall be given ten (10) days advance notice of cancellation or nonrenewal during the term of this agreement. Upon execution of this agreement, the GRANTEE shall furnish the COUNTY with a certificate of insurance. If the GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. It is further agreed that the GRANTEE shall furnish the COUNTY with a 30 day notice of aggregate erosion, in advance of the Retroactive Date, cancellation or renewal. As used in paragraphs 9 and 10, 'COUNTY' includes the various boards, commissions, agencies, officers, employees and representatives of the County of Sauk.

11. GRANTEE shall require any subcontractor to execute similar indemnification agreements and obtain insurance in like amount and kind. Subcontractors shall furnish evidence of insurance for COUNTY. If this agreement calls for work to be performed at a site owned or operated by the COUNTY, the GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of such work, evidence that each and every subcontractor similarly has in force adequate insurance, including Worker's Compensation Insurance. Adequacy of coverage shall be determined by the COUNTY's Corporation Counsel taking into account the nature of the work and other factors relevant to the COUNTY's exposure, if any, under this agreement.

12. During the term of this agreement, the GRANTEE agrees, in accordance with Wis. Stats § 11.321, not to discriminate against any person, whether an applicant for or recipient of such services, an employee or an applicant for employment, on the basis of race, religion (except as permitted under § 111.337 Stats.), sex, handicap (except as permitted under § 111.34 Stats.) national origin, age (except as permitted under § 111.33), color, cultural differences, sexual preference or orientation (except as permitted under § 111.36), marital status (except as permitted under § 111.345), physical appearance, developmental disability as defined in § 51.01(5), ancestry, arrest record or conviction record (except as permitted under § 111.335 Stats.), or membership in the National Guard, State Defense Force, or any reserve component of the military forces of the United States or this State. This provision shall be applied but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or any other form of compensation. Except with respect to sexual orientation, the grantee further agrees to take affirmative action to ensure equal employment opportunities.

13. The GRANTEE shall, in all solicitations for employment placed on GRANTEE's behalf, state that the GRANTEE is an "Equal Opportunity Employer." Facilities in which programs for the projects are held shall be in compliance with Title VI, of the Civil Rights Act of 1964; Section 504, of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Title IX, of the Education Amendments of 1972 and the Americans with Disabilities Act of 1990. These Acts and Titles can be found at www.arts.gov. Hover cursor over Publications for sub-menu, and then click on Accessibility.

14. The GRANTEE assures that:

(a) If an organization, it has duly adopted a resolution, motion or has taken similar action designating the undersigned person to act as an authorizing official of the grantee for the purpose of executing this agreement.

(b) The financial accounts shall be subject to audit by the COUNTY and appropriate agencies of the State of Wisconsin and/or the Federal Government if the grant includes funds from those sources. The grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein, and those records must be kept in the grantee's files for a period of seven years after completion of the project.

(c) It will submit a final report/application to the COUNTY by the next re-granting program application deadline. Applications from organizations who have not filed final reports for past projects/grants will not be eligible for an award.

15. GRANTEE shall return all or any unused grant funds within thirty (30) days of the projected end date if the project does not take place, or if the COUNTY funds are not fully expended. If GRANTEE fails to comply with any of the provisions of this agreement, the COUNTY may terminate the agreement upon thirty (30) days written notice to the GRANTEE without further obligation on the part of the COUNTY.

16. Facilities in which programs for the projects are held shall be in compliance with Title VI, of the Civil Rights Act of 1964; Section 504, of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Title IX, of the Education Amendments of 1972 and the Americans with Disabilities Act of 1990. These Acts and Titles can be found at www.arts.gov. Hover cursor over Publications for sub-menu, and then click on Accessibility.

17. The GRANTEE agrees to furnish all information and reports required by the COUNTY which may include any books, records, or accounts deemed appropriate to determine compliance with the provisions of this agreement and application.

18. Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

19. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

20. The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

21. If necessary, Grantee shall assist Grantor in complying with the Wisconsin Public Records Law.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this agreement effective as of the day and date it is signed by both parties, as indicated below.

FOR THE COUNTY:

Sauk County Arts & Culture Committee Chair

Date

FOR THE GRANTEE:

Signature

Date

Name and Title (*please print*)

This document was drafted by Attorney Todd J. Liebman
Sauk County Corporation Counsel
State Bar #1011733



**EXTENSION EDUCATION
ARTS & CULTURE COMMITTEE**
West Square Building
505 Broadway
Baraboo, Wisconsin 53913
(608)355-3250

March 6, 2023

City of Baraboo
Mike Hardy
124 2nd St Rm 17
Baraboo

Dear Mr. Hardy,

The Extension Education Arts and Culture Committee is pleased to inform you that it has approved your request in the amount 3,000.00 for the Keramani Park Interpretive Signage project. Your grant is made possible through public funds from Sauk County and a grant from the Wisconsin Arts Board.

To view the minutes of the meeting please click the link below.

<https://www.co.sauk.wi.us/artsandculture/extension-education-arts-culture-special-meeting-arts-humanities-historic>

Before funds can be released, the committee requires that an authorized official of your organization sign a contract of agreement. Please sign and return the contract via email AHHPgrants@saukcountywi.gov or mail to the attention of the Extension Education Arts, and Culture Committee at the address above by March 22, 2023, to get your check in April. We will e-mail you a completed contract after all parties have signed.

If you anticipate any changes to your project other than what was stated in your grant application, we require that you send a revised schedule of project activities, including dates, times and locations, to our office to be reviewed by the oversight committee.

A final report which can be found at [AHHP Final Report \(google.com\)](#) and three digital images are required as a part of the grant. These images should be in .jpg format, and of high quality in the 4-6 MB size range. The images should be accompanied by the following information:

- the name of the photographer
- the date the photograph was taken
- the context for the images (what exactly are we seeing?)
- the name of the funded project
- the name of the grant recipient organization
- confirmation that you/the photographer obtained permission from those in the image (or their guardians) to publish the image for reporting and educational purposes, as needed. There is a very slim chance that we might use an image on our website.

Note: Please do not submit images of posters or other promotional material.

These documents from the project are required to be submitted to our office within thirty days after the completion of your project. Failure to comply could adversely affect subsequent grant applications.

Grant recipients are required to acknowledge support from the Sauk County Extension Education, Arts and Culture Committee, and they must include the Sauk County logo

https://www.co.sauk.wi.us/sites/default/files/fileattachments/arts_and_culture/page/2104/final_logo.jpg and the Wisconsin Arts Board logo

<https://artsboard.wisconsin.gov/pages/AboutWAB/DownloadWABLogo.aspx>

along with the statement, “This (name of project) is supported in part, by a grant from the Sauk County Extension Education, Arts & Culture Committee and the Wisconsin Arts Board with funds from the State of Wisconsin” on all published materials. Published materials include publicity, programs, books, DVDs and advertising. When no printed material is used, verbal credit shall be given prior to each live performance or presentation.

Sincerely,

Extension Education, Arts & Culture Committee

Email: AHHPgrants@saukcountywi.gov

608-355-3250

Enclosures: Contract Agreement (1)

RESOLUTION NO. 2023 -

Dated: March 14, 2023

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of applying for a Wisconsin Department of Transportation Alternatives Program (TAP) grant for the design and construction of an ADA pedestrian path between Oak Street and Water Street connecting downtown sidewalks with the Riverwalk/Ice Age trail system. The TAP grants are an 80/20 match with match funding available from non-tax levy sources, so no financial impact to the tax levy is expected. Grant application deadline is March 24, 2023, and grants are highly competitive for communities over 5,000 in population, however past support from recent federal appropriations funding, community support for a more direct accessible connection between downtown and the Riverwalk, and support for more walking and biking (non-motorized) transportation makes this project competitive, and will also improve property values and future economic opportunities in the adjacent areas. The Parks Commission has supported this project in their 2022-26 CORP and recommended pursuing grants to complete the project.

Fiscal Note: ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments: 20% grant match will be met with existing appropriation and/or available TIF

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

THAT City staff be authorized to apply for a 2023 Wisconsin DOT TAP grant for the design and construction of the Oak Street ADA path connecting downtown Baraboo with the Riverwalk system at Water Street and signing application documents on behalf of the city of Baraboo

Offered by: Parks and Recreation
Motion:
Second:

Approved: _____
Attest: _____

The City of Baraboo, Wisconsin

BACKGROUND: This is an Ordinance to repeal and reserve Section 1.32 of the Municipal Code of the City of Baraboo, Sauk County, Wisconsin, relating to the Baraboo – Wisconsin Dells Airport Commission and to repeal and reserve Chapter 26 of the Municipal Code of the City of Baraboo, Sauk County, Wisconsin, relating to the Baraboo – Wisconsin Dells Airport. The Baraboo Common Council adopted a resolution to withdraw from the Baraboo – Wisconsin Dells Airport on March 22, 2022 and adopted a resolution transferring the City’s interest in the Baraboo – Wisconsin Dells Airport to the Village of Lake Delton on December 13, 2022. With the City’s withdrawal from and transfer of its interest in the Baraboo – Wisconsin Dells Airport it is necessary for the City to repeal its ordinances related to the Baraboo – Wisconsin Dells Airport and the Baraboo – Wisconsin Dells Airport Commission. This ordinance repeals those ordinances and reserves them for future Code expansion.

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

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

1. Section 1.32 of the Baraboo Municipal Code shall be and is hereby repealed and replaced with the following:

1.32 RESERVED.

2. Chapter 26 of the Baraboo Municipal Code shall be and is hereby repealed and replaced with the following:

Chapter 26, Reserved.

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

Mayor’s Approval: _____

Clerk’s Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the _____ day of _____ and is recorded on page _____ of volume _____. A summary of this Ordinance was published in the local newspaper on the _____

City Clerk: _____

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

PERMIT TYPE	2022						2023					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	1	\$0.00	\$1,352,825.00	\$0.00	\$642.80
Commercial Addition	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	1	\$0.00	\$379,064.00	\$0.00	\$525.36
Commercial, Alterations	1	4	\$800,000.00	\$821,000.00	\$325.50	\$610.50	2	2	\$427,000.00	\$427,000.00	\$1,106.05	\$1,106.05
Commercial, Razing	0	1	\$0.00	\$20,000.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Residential , New SF	0	0	\$0.00	\$0.00	\$0.00	\$0.00	1	1	\$185,000.00	\$185,000.00	\$822.50	\$822.50
Residential, New Duplex	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential, Additions	1	1	\$90,000.00	\$90,000.00	\$304.20	\$304.20	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential Remodel	2	7	\$39,800.00	\$79,534.00	\$249.83	\$624.83	3	10	\$60,000.00	\$339,034.00	\$337.48	\$1,793.34
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	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Roofing/Siding/Windows	3	5	\$30,000.00	\$96,873.00	\$180.00	\$581.24	11	14	\$161,487.00	\$214,487.00	\$1,055.77	\$1,373.77
Garage/Sheds/Deck/Fence	0	2	\$0.00	\$5,000.00	\$0.00	\$120.00	0	1	\$5,000.00	\$7,000.00	\$60.00	\$240.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	7	\$0.00	\$10,137,363.00	\$0.00	\$35,073.56
Plumbing Only	0	1	\$0.00	\$180,000.00	\$0.00	\$60.00	0	1	\$0.00	\$17,750.00	\$0.00	\$60.00
Electrical Only	2	6	\$1,000.00	\$4,000.00	\$120.00	\$360.00	1	2	\$2,250.00	\$3,250.00	\$60.00	\$120.00
HVAC Only	1	1	\$2,400.00	\$2,400.00	\$60.00	\$60.00	1	1	\$9,970.00	\$9,970.00	\$60.00	\$60.00
Sign Permits	0	1	\$0.00	\$500.00	\$0.00	\$60.00	0	2	\$0.00	\$34,000.00	\$0.00	\$300.00
Solar Install	2	3	\$24,089.00	\$32,535.00	\$120.00	\$180.00	2	5	\$48,058.00	\$94,211.00	\$120.00	\$300.00
Misc. Permits	2	3	\$5,000.00	\$6,000.00	\$130.00	\$160.00	0	3	\$0.00	\$20,000.00	\$0.00	\$120.00
TOTALS	14	35	\$992,289.00	\$1,337,842.00	\$1,489.53	\$3,150.77	21	52	\$898,765.00	\$13,220,954.00	\$3,621.80	\$42,567.38

Finance/Personnel Committee Meeting Minutes

February 14, 2023, 5:30 p.m.
City Hall, Committee Room #205

Members Present: Petty, Kent
Absent: Sloan
Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, M. Hardy, R. Sinden, T. Pinion, S. Meise, M. Cotter, W. Maffei, B. Persche

1. Call Meeting to Order

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of January 24, 2023

Moved by: Jason Kent

Seconded by: Joel Petty

CARRIED (2 to 0)

1.d Approve Agenda

Moved by: Jason Kent

Seconded by: Joel Petty

Approve the amended agenda removing discussion items 3.c, Service Animals, and 3.d, the Purchasing Policy. These will be reviewed at the next meeting.

CARRIED (2 to 0)

2. Action Items

2.a Accounts Payable

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council on paying \$6,795,907.64.

CARRIED (2 to 0)

2.b Purchase of Body Cameras

Chief Sinden explained that last June each tribal and local law enforcement agency in the State of Wisconsin was allocated a specific number of funds, based on size, by the Department of Administration. These funds must be spent by June of 2023; Council and Finance previously accepted the grant. Chief Sinden is recommending the purchase of 29 body cameras with these funds; this will replace all body cameras within the police department.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to authorize Chief Sinden to purchase body cameras, to be reimbursed from the Tribal and Local Law Enforcement Agency Initiative Grant funds.

CARRIED (2 to 0)

2.c Removal of Oak Street Overlook

M. Hardy explained that MSA had structural engineers look at the current abutment. While our original hope was to follow some previous plans for this site, upon further review, this is structure is not safe and unusable in its current state. The City is now liable for this structure and recommendation is to remove the abutment using city staff.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to consider approving the removal of the old bridge abutment at Oak Street and Water Street (Kiwamis Park) by City Staff.

CARRIED (2 to 0)

2.d Request for Proposals

M. Hardy explained that this would allow us to continue with the next phase, getting qualified request for proposals for the overlook and ramp, as well as options to tie into the bridge and future Riverfront Park. Ideally this area would tie downtown into the Riverwalk. Staff will continue looking into additional grant and donation funds for this project. Adm. Bradley

noted that staff recommendation would be to keep the same designer all the way through the project(s) to include the overlook, ramp, parking, pedestrian bridge, and future park.

Moved by: Jason Kent

Seconded by: Joel Petty

Recommend to Common Council to consider approving the City Engineer to solicit Request for Proposals for the design and construction administration of the Oak Street Overlook/ADA path project as well as the option to include the initial design work for the future Riverfront Park.

CARRIED (2 to 0)

3. Discussion Items

3.a 2024 Public Fire Protection Charge 4.5% Increase

Currently there is a Municipal Charge and a Direct Charge, included on the resident's water bill, for the public fire protection service. Because staff was not available for questions regarding the increase, this item will be placed on the next agenda.

3.b Carbon Reduction Shared Revenue Fund, Powered Up Baraboo

Marianne Cotter and Beth Persche with Powered Up Baraboo presented a proposal for partnering with the City to help find ways to reduce energy costs, increase energy efficiency, and reduce harmful carbon emissions. The Finance/Personnel Committee does not have any concerns with this proposal; it will be brought back to committee for action.

3.c Service Animals

This will be discussed at the next meeting.

3.d Purchasing Policy

To be reviewed at the next meeting.

4. Adjournment

Moved by: Jason Kent

Seconded by: Joel Petty

That the meeting be adjourned at 6:14pm.

CARRIED (2 to 0)

Brenda Zeman, City Clerk