



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, January 28, 2025, 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) January 14, 2025 | 1 |
| 4. APPROVAL OF AGENDA (Voice Vote) | |
| 5. COMPLIANCE WITH OPEN MEETING LAW NOTED | |
| 6. PRESENTATIONS <i>None Scheduled.</i> | |
| 7. PUBLIC HEARINGS <i>None Scheduled.</i> | |
| 8. PUBLIC INVITED TO SPEAK <i>(Any citizen has the right to speak on any item of business that is on the agenda if recognized by the presiding officer.)</i> | |
| 9. MAYOR'S BUSINESS | |
| • Congratulations to Crew member Casey Anstett of the Public Works Department for winning a 2024 CVMIC Innovation Award in the amount of \$2,000 with his Portable Arrow Board design. | |
| • The Spring Primary will be held on Tuesday, February 18, 2025. All City of Baraboo residents vote at the Civic Center and polls will be open from 7:00am to 8:00pm. | |
| 10. CONSENT AGENDA <i>(Roll Call)</i> | |
| 10.1 Accounts Payable Approve the Accounts Payable to be paid in the amount of \$ | 16 |
| 11. ORDINANCES ON 2nd READING | |
| 11.1 Forfeiture for Parking Violations Consider revising §7.24(4) to increase the forfeiture for certain parking violations. | 17 |
| 11.2 Angle Parking Consider revising the City of Baraboo Code of Ordinances to amend §7.09(2), Angle Parking, for a section of East Street between Water and 1st Street. | 20 |
| 12. NEW BUSINESS- RESOLUTIONS | |

| | | |
|------|---|----|
| 12.1 | Library Budget Amendments | 22 |
| | Consider approving library budget amendments. (Bergin) | |
| 12.2 | Budget Transfer Amendment | 24 |
| | Consider approving the Budget Transfer Amendment authorizing payment of additional costs for CLA, LLC in the amount of \$4,500. (Ostrander) | |
| 12.3 | Campus Lease Agreement | 25 |
| | Consider lease agreement between the City, Sauk County, and the UW Board of Regents for use of property at the UW-Platteville/Baraboo Sauk County Campus, located at 1006 Connie Road. (Young) | |
| 12.4 | 1101 Lake Street, Beyond Blessed Pantry | 45 |
| | Consider approving the use of the property at 1101 Lake Street as a warehouse and food pantry. (Nelson) | |
| 12.5 | Information Technology (I.T.) Coordinator Job Description | 46 |
| | Consider approving the job description for the Information Technology (I.T.) Coordinator position. (Young) | |
| 13. | NEW BUSINESS ORDINANCES | |
| | <i>None.</i> | |
| 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 | 51 |
| | The City acknowledges receipt and distribution of the following: | |
| | Reports: December, Treasurer | |
| | Copies of the meeting minutes included in this packet: | |
| | Finance.....12-10-2024 | |
| 16. | CLOSED SESSION | |
| | Moved by _____, seconded by _____, to go into Closed Session. The Mayor will announce that the Council will consider moving into Closed Session pursuant to: | |
| | §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. | |
| | <ul style="list-style-type: none"> • Discussion and possible authorization of staff to investigate the acquisition of private properties for the relocation of utility facilities. | |
| | and §19.85(1)(g), Wis. Stat., to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. | |
| | <ul style="list-style-type: none"> • Update, Discussion, and Possible Action on strategy as it relates to the possible litigation regarding Wisconsin & Southern Railroad, LLC and the Wisconsin River Rail Transit Commission | |

17. OPEN SESSION

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

18. ADJOURNMENT (Voice Vote)

Common Council Meeting Minutes**January 14, 2025, 7:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Hause, Hazard, Kent, Lombard, Sloan, Kierzek, Thurow
Members Absent: Olson, Ellington
Others Present: Interim Chief LaBroscian, Clerk Zeman, Administrator Young, T. Pinion, J. Ostrander, P. Cannon, B. Brown, D. Grant, K. Stieve, C. Johnson, 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: Sloan

Seconded by: Hause

Motion: CARRIED

4. APPROVAL OF AGENDA

Moved by: Thurow

Seconded by: Hazard

Motion: CARRIED

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

Morgan Salli, Field Representative for Rep. Mark Pocan, provided an overview of services offered by the congressperson's office.

7. PUBLIC HEARINGS

None Scheduled.

8. PUBLIC INVITED TO SPEAK

No one spoke.

9. MAYOR'S BUSINESS

- City Offices will be closed on Monday, January 20, 2025, in observance of Dr. Martin Luther King Jr. Day. This will not affect garbage and recycling collection.
- The Police Commission will host a public listening session on Wednesday, January 15 from 5:30 p.m. to 6:30 p.m. at City Hall to collect public input on the desired qualities for a new police chief.
- The Mayor congratulated Travis Steinke on his 5th anniversary with the City of Baraboo. Congratulations Travis!!

10. CONSENT AGENDA

Moved by: Sloan

Seconded by: Lombard

Motion: CARRIED (7 to 0)

10.1 Accounts Payable**Resolution No: 2025-01**

THAT the Accounts Payable, in the amount of \$ 6,978,233.13 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

10.2 Change of Agents**Resolution No: 2025-02**

THAT both "Schedule for Successor of Agent" forms submitted by Kwik Trip, Inc, appointing Riley Robers as the new agent for Kwik Trip #855 and appointing Miranda Pulver as the new agent for Kwik Trip #657 are approved. The City Clerk is authorized to re-issue the liquor license for Kwik Trip #855, including Riley Roberts as the agent, and Kwik Trip #657, including Miranda Pulver as the agent.

11. **ORDINANCES ON 2nd READING**

None.

12. **NEW BUSINESS- RESOLUTIONS**12.1 Towing Contract, 2025-2027**Resolution No: 2025-03**

Moved by: Sloan

Seconded by: Hazard

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

TO: Authorize the agreement and contract with Craig's Towing for City authorized tow services for CY 2025, 2026, 2027. The City will draft and forward the new Contract.

Motion: CARRIED (7 to 0)

12.2 Sanitary Sewer Lift Station Rehabilitation**Resolution No: 2025-04**

Moved by: Sloan

Seconded by: Hause

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

To accept the Proposal from LW Allen Pump Systems for the rehabilitation of the Sewer Utility's County Rd T sanitary sewer lift station in the amount of \$112,265 and authorize the City Administrator and City Clerk to execute the Contract with LW Allen Pump Systems.

Motion: CARRIED (7 to 0)

12.3 Water Resource Recovery Facility SCADA Computer System**Resolution No: 2024-05**

Moved by: Thurow

Seconded by: Hazard

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

To accept the Proposal of Altronex Control Systems for the replacement of the WRRF SCADA computer and software in the amount of \$29,857 and authorize the City Administrator and City Clerk to execute the contract with Altronex Control Systems.

Motion: CARRIED (7 to 0)

12.4 Amend Sewer Lateral Assessments, Hwy 33**Resolution No: 2025-06**

Moved by: Sloan

Seconded by: Hazard

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN
BARABOO, WISCONSIN

WHEREAS, the governing body of Baraboo, Wisconsin, held a public hearing in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 at 7:00 p.m. on the 23rd day of January, 2024 for the purpose of hearing all interested persons concerning the Preliminary Resolution and report of the City Engineer and proposed special assessments against benefited properties for the proposed public improvements consisting of:

Replacement of Sanitary Sewer Laterals on Hwy 33.

ASSESSMENT DISTRICT

New Sanitary Sewer Laterals – Those properties on:

- Both sides of STH 33 (8th Ave/8th Street) between the westerly City Limits and CTH T (Taft Avenue).

AND WHEREAS, the City Council approved Resolution 2024-18 Authorizing the Public Improvement and Levying Special Assessment against the benefitting properties;

AND WHEREAS, said Resolution 2024-18 included a corresponding interest rate of the prime lending plus 1%, the total of which is currently 9%;

AND WHEREAS, the Sewer Utility was able to secure funding through the DNR's Clean Water Fund loan program with an interest rate of 2.365%;

NOW, THEREFORE, BE IT RESOLVED, the City of Baraboo, Wisconsin, determines as follows:

1. The report of the City Engineer, a copy of which is on file in the office of the City Engineer is incorporated herein by reference as if fully set forth herein, and the plans and specifications and assessments set forth therein are adopted and approved.
2. The City Engineer supervised construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made by assessing 100% of the lateral replacement cost to the property benefitted as indicated in the report.
4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby reaffirmed.
5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. The assessments shall be paid to the City Treasurer in full within 30 days from the date of invoice, except that the following payment options are available:
 - Pay in full within 30 days to avoid interest charges.
 - 5-year installment agreement for assessments between \$1,000 and \$5,000. Pay 1/5th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the CWF loan interest rate of 2.365% plus a 1% administrative fee. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
 - Financial Hardship. A property owner who has a household income which is 80% or less of the medium income in Sauk County based upon the current published figures, or who is not eligible for a Community Development Block Grant loan as stated above, shall be eligible to repay the City for the assessment at the rate of \$100 per year or 5% of the total assessment, whichever is greater, plus annual interest of 1% until paid. The Community Development Authority staff shall verify low-income eligibility and shall make a recommendation as to such eligibility to the City Council. If there is an outstanding balance at the time of sale or transfer of the property, except between spouses, the remaining balance shall become due. A property owner requesting financial hardship eligibility shall submit a copy of their most recently filed State of Wisconsin tax return if filed, or otherwise show proof of annual household income.

For each year ending in either 5 or 0, the property owner shall re-submit proof of financial hardship to the City. If the property owner continues to qualify under the policy guidelines, the hardship status will remain. If the property owner does not qualify, the remaining balance of the assessment shall be paid pursuant to an Installment Agreement, the term of which will be determined based on said remaining balance as outlined above.

- COVID-19 Deferral. A property owner who can demonstrate to the reasonable satisfaction of the City that their financial condition has been negatively affected by

COVID-19 will still be eligible for the appropriate installment plan above, but the 1st payment will not be due until July 15, 2025.

- Balance on Tax Roll. If the property owner does not pay in full within 30 days from the invoice date or qualify for an installment plan, the entire balance will be placed on the next tax roll for collection with interest added at 1% per month.

In all cases, the deferral of payment shall become immediately due and payable to the City, without notice, if the property owner defaults in the payment of any installment for a period of 30 days following the specified due date thereof, or if the property owner shall transfer, sell or convey any legal or equitable interest in the lot or parcel subject to the special tax herein. If all or any part of any installment payment is not made in accordance with the terms of this resolution, the entire unpaid principal balance, together with the accrued interest thereon, shall at the City's option shall be deemed to be delinquent and said amount shall be extended upon the current or next tax roll as a delinquent special tax against the subject lot or parcel of land and immediately upon being placed on the tax roll as a delinquent special tax, interest shall accrue thereon at the then existing rate for delinquent taxes and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special packs.

Motion: CARRIED (7 to 0)

12.5 Special Assessments, Madison Ave/Street Project

Resolution No: 2025-07

Moved by: Sloan

Seconded by: Hause

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

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wis. Stats., to levy special assessments upon property in the assessment districts hereafter described for benefits conferred upon such property by reason of the following public work and improvements: 2025 Madison Street/Avenue Reconstruction Project.

2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

New Curb & Gutter – That property on the north side of:

- Madison Street/Avenue (between East Street and Birch Street) – approx. 1,550 feet of C & G.

3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.
4. The City Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
5. The City Engineer shall prepare a report which shall consist of:
 - Final plans and specifications for the improvements.
 - An estimate of the entire cost of the proposed improvements.
 - A schedule of proposed assessments.
6. When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection.
7. Upon receiving the report of the City Engineer, the Clerk or her designee shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as Class 1 notice under ch. 985, Wis. Stats, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with the reasonable diligence.

8. The hearing shall be held in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 on February 11th, 2025 at 7:00 p.m. in accordance with Section 66.0703 (7)(a), Wis. Stats.
9. The assessment against any parcel may be paid in cash or in annual installments in accordance with the City of Baraboo Sidewalk Policy and Special Assessment Procedure.

Motion: CARRIED (7 to 0)

12.6 Greenfield Reserve Replat

Resolution No: 2025-08

Moved by: Thurow

Seconded by: Lombard

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

That the Replat of Lots 13 to 22 of Greenfield Reserve to Lots 13 to 21 is granted final approval, subject to the provision of Chapter 236 of the Wisconsin State Statutes and Chapter 18 of the City of Baraboo's General Code of Ordinances, subject to the payment of the requisite plat review fees.

Motion: CARRIED (7 to 0)

12.7 Utility Superintendent

Resolution No: 2025-09

Moved by: Sloan

Seconded by: Lombard

Resolved, by the Common Council of the City of Baraboo as follows:

Confirming the appointment of Benjamin W Brown as Utility Superintendent at an annual salary of \$83,491 retroactive to January 06, 2025.

Motion: CARRIED (7 to 0)

12.8 Interim Police Chief

Resolution No: 2025-10

Moved by: Hazard

Seconded by: Thurow

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

THAT the City approves the temporary 5% salary increase for Captain LaBroschian, retroactive from January 4, 2025, for assuming the duties and responsibilities of the Interim Police Chief, until a new City of Baraboo Police Chief commences employment with the City.

Motion: CARRIED (7 to 0)

12.9 Appoint City Attorney

Resolution No: 2025-11

Moved by: Lombard

Seconded by: Hause

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, 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;

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

That the City approves the appointment of Eric Hagen, as the City Attorney and other such Boardman & Clark LLP attorneys, as designated by Hagen, as Assistant Attorneys, on an "as-needed", case-by-case basis, effective January 14, 2025.

Motion: CARRIED (7 to 0)

12.10 Wal-Mart Mediation Agreement

Resolution No: 2025-12

Moved by: Sloan

Seconded by: Hazard

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

THAT the City approves the authorization for the City Administrator to execute the Settlement Agreement, with the Wal-Mart Real Estate Business Trust, as presented to the Common Council, on January 14, 2025.

Motion: CARRIED (7 to 0)

12.11 Dept. of Administration Grant Agreement & Use Restriction Agreement

Resolution No: 2025-13

Moved by: Sloan

Seconded by: Thurow

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

Authorize the Mayor to sign the GRANT AGREEMENT between the State of Wisconsin, Department of Administration and the City of Baraboo for a grant of \$1,432,800 for the construction of the Fire-EMS facilities.

Authorize the Mayor to sign the USE RESTRICTION AGREEMENT between the State of Wisconsin Department of Administration and the City of Baraboo requiring that the property be utilized for the Fire-EMS facilities

Motion: CARRIED (6 to 0)

12.12 Pre-Development Agreement, Circus City Apartments LLC

Resolution No: 2025-14

Moved by: Sloan

Seconded by: Hazard

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

WHEREAS, city staff has been in discussions with Developer in regards to City owned property located on Lynn St, Vine St. and Walnut St. parcels 206-1769-00000, 206-0934-00000, 206-1769-10000 ("Project"); and

WHEREAS, the Parties are continuing to negotiate the terms of the development agreement; and

WHEREAS, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

WHEREAS, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

NOW, THEREFORE BE IT RESOLVED, the Baraboo City Council does hereby authorize entering into the pre-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 agreement.

BE IT FURTHER RESOLVED that the City Council authorizes the City Clerk and City Administrator to execute the attached City of Baraboo and Circus City Apartments, LLC, Pre-Development Agreement.

Motion: CARRIED (7 to 0)

13. **NEW BUSINESS ORDINANCES**

13.1 Forfeiture for Parking Violations

Moved by: Hazard

Seconded by: Hause

Motion to approve 1st reading of **Ordinance No. 2647** revising §7.24(4) to increase the forfeiture for certain parking violations.

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

1. Section §7.24(4), Ordinances, is revised as follows:

7.24 PENALTY. (1580 02/91, 1600 04/91, 1841 11/28/95, 2601 11/1/2022)

- (4) **PENALTY FOR PARKING VIOLATIONS.** The forfeiture for parking violations, other than those violations charged as a violation of State Statutes, adopted by reference in §7.01 of this chapter, shall be as hereinafter provided in addition to any costs associated with the prosecution thereof which are required or authorized by State Statutes as follow follows:

- (a) The penalty for violation of §7.09(19), **PARKING SPACES RESERVED FOR VEHICLES USED BY PHYSICALLY DISABLED PERSONS**, of this Chapter shall be a forfeiture of ~~\$150.00 not less than \$30.00, nor more than \$300.00.~~

- (b) When the motor vehicle weighs less than 8,000 pounds, the penalty for violation of:

1. **§7.09 PARKING RESTRICTIONS**

- (3) ~~LIMITED TIME PARKING,~~

- (4) NIGHTTIME PARKING PROHIBITED ON CERTAIN STREETS,

- (5) SPECIAL RESTRICTED PARKING REGULATIONS,

- ~~(6) SEASONAL PARKING REGULATIONS,~~

- (7) TWENTY-FOUR HOUR PARKING LIMIT,

- (8) TRUCK PARKING REGULATIONS,

- (9) PARKING PROHIBITED ON 8TH STREET AND 8TH AVENUE,

- (10) PARKING IN ALLEYS REGULATED,

- (11) PARKING IN DRIVEWAYS PROHIBITED,

- (12) STREET MAINTENANCE,

- (16) RESERVED PARKING FOR OFFICIALS,

- (17) RESTRICTED PARKING DURING SNOW EMERGENCIES,

- (20) CITY PARKING LOT REGULATIONS,

- ~~(21) PARKING PROHIBITED IN FIRE LANES OR NEAR FIRE HYDRANTS,~~ and

- ~~§7.11 ABANDONED VEHICLES,~~ and,

- ~~§7.14 TRAFFIC AND PARKING REGULATIONS ON AND ADJACENT TO SCHOOL DISTRICT GROUNDS~~ of this Chapter shall be as follows:

- i. ~~\$40.00~~ 30.00 if paid within 10 days of the issuance of the violation citation.

- ii. ~~\$20.00~~ 40.00 if paid after 10 days.

2. ~~§7.09(6) SEASONAL PARKING REGULATIONS~~ of this Chapter shall be as follows:

- i. ~~\$20.00~~ if paid within 10 days of the issuance of the violation citation.

- ii. ~~\$30.00~~ if paid after 10 days.

- (c) When the motor vehicle weighs 8,000 pounds or more, the penalty for violation of:

1. **§7.09 PARKING RESTRICTIONS**

- (3) ~~LIMITED TIME PARKING,~~

- (4) NIGHTTIME PARKING PROHIBITED ON CERTAIN STREETS,

- (5) SPECIAL RESTRICTED PARKING REGULATIONS,

- ~~(6) SEASONAL PARKING REGULATIONS,~~

- (7) TWENTY-FOUR HOUR PARKING LIMIT,

- (8) TRUCK PARKING REGULATIONS,

- (9) PARKING PROHIBITED ON 8TH STREET AND 8TH AVENUE,
 - (10) PARKING IN ALLEYS REGULATED,
 - (11) PARKING IN DRIVEWAYS PROHIBITED,
 - (12) STREET MAINTENANCE,
 - (16) RESERVED PARKING FOR OFFICIALS,
 - (17) RESTRICTED PARKING DURING SNOW EMERGENCIES,
 - (20) CITY PARKING LOT REGULATIONS, and
 - (21) **PARKING PROHIBITED IN FIRE LANES OR NEAR FIRE HYDRANTS, and**
- §7.11 ABANDONED VEHICLES.** of this Chapter shall be as follows:

- i. ~~\$25.00~~ 30.00 if paid within 10 days of the issuance of the violation citation.
- ii. ~~\$35.00~~ 40.00 if paid after 10 days.

2. **§7.09 (6) SEASONAL PARKING RESTRICTION** of this Chapter shall be as follows:
- i. \$20.00 if paid within 10 days of the issuance of the violation citation.
 - ii. \$30.00 if paid after 10 days

~~(d) The penalty for violation of §7.09(3) of this Chapter shall be as follows:~~

- ~~1. \$10.00 if paid within 10 days of the issuance of the violation citation.~~
- ~~2. \$20.00 if paid after 10 days. (1560 2/90; 1624 8/91)~~

~~(e) The penalty for violation of §7.09(21) **PARKING PROHIBITED IN FIRE LANES OR NEAR FIRE HYDRANTS** of this Chapter shall be a forfeiture of not less than \$20.00 nor more than \$40.00 for the first offense and not less than \$50.00 nor more than \$100.00 for the second or subsequent offense within a 12 month period. (2030 09/12/2000)~~

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

Motion: CARRIED (7 to 0)

13.2 Angle Parking

Moved by: Thurow

Seconded by: Lombard

Motion to approve 1st reading of **Ordinance No. 2648** amending §7.09(2) Angle Parking.

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

1. The City of Baraboo Code of Ordinances s 7.09(2)(i) is revised as follows:
 - (2) **ANGLE PARKING.** On streets or portions thereof, where angle parking is provided, vehicles shall be parked in accordance with the angles designated by painted lines and shall be subject to the restrictions concerning parking as hereinafter set forth. Angle parking is provided for on the following streets:
 - (a) The south side of 3rd Street and Avenue between East and Ash Streets and between Oak Street and a point 224 feet west of Broadway. (1466 03/24/87)
 - (b) The north side of 3rd Avenue between Oak Street and a point 230 feet west of Broadway.
 - (c) The East Side of Oak Street between 3rd and 4th Streets and Avenues.
 - (d) 4th Street and Avenue between East Street and Birch Street.
 - (e) The East Side of Walnut Street between Lynn Street and the Baraboo River.
 - (f) The south side of Water Street between Ash Street and a point 90 feet west of Ash and between points 210 feet east of Rosaline and 425 feet east of Rosaline.
 - (g) The north side of Water Street between Ash Street and a point 290 feet west of Ash Street.
 - (h) The East Side of Elizabeth between 5th and 6th Streets.

- (i) The south side of 5th Avenue between Broadway and a point 250 feet west of Broadway and the south side of 5th Street between East Street and a point 348 feet east of East Street.
- (j) Both sides of 4th Street and Avenue, between Birch Street and East Street.
- (k) The east side of Jefferson Street, between 11th Street and a point 150 feet north of 11th Street.
- (l) The north side of Sauk Avenue between a point 225 feet west of the center line of Case Street and a point 275 feet east of Moore Street.
- (m) The north side of 3rd Street between Ash Street and Oak Street. (1904, 5/13/97)
- (n) The south side of Winnebago Circle for 147 feet east of Draper Street. (2289 10/28/08)
- (o) The east side of East Street from a point 75 feet north of Water Street to a point 150 feet north of Water Street.

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

Motion: CARRIED (7 to 0)

14. COMMITTEE OF THE WHOLE

Moved by Sloan, seconded by Thurow, and carried unanimously to enter Committee of the Whole to discuss the following:

IT Position

Administrator Young noted that this position has been a higher priority discussion. After reaching out to comparable municipalities for the purpose of determining how they coordinate this service: level of need, contracted position, part-time position, etc to assist in determining how we want to proceed. The loss of the former police chief and utility superintendent has increased the need for this position. Staff is currently working on a job description with the intention that we move forward with the creation on this full-time position. The job description will be presented to the Council at the January 28th meeting.

Project update and financing structure for the Fire-EMS facilities

P. Cannon noted that we refinanced our line of credit in December, this was used for the purchase of the land and some engineering costs. As for the USDA, we are still waiting. Baker Tilly submitted a draft examination of the project, and USDA required it be submitted in a different format. We recently found out that the auditors are requiring that the fixed assets for the library, city hall, and fire/EMS from the City side of the ledger to the CDA; we will move forward with this and leave the history "as is". As for the cost, USDA would like to see a larger contribution from the City for a loan of about 22M; the total project cost is about \$31.5M including the land. We currently have a \$5/6M shortfall. Staff will review options to finance this project and any potential cost increases.

Project update and financing structure for Corson Square, Driftless Lofts Conversion Project

P. Cannon noted that Corson Square is a 40-unit public housing unit on 10th Street. HUD has advised that they want everyone to change from a "Section 19" housing to a "Section 8" housing which means we will be a project based voucher system for the individuals. There are currently two projects: the renovation, top to bottom, of Corson Square and the construction of new building. The renovation of Corson Square includes a price tag of approximately \$5M. We have got \$2M and are looking at a 9% tax credit for low income housing, with a shortfall of about \$200,000. The new 55/56-unit building will be constructed between the duplexes and Corson Square. Some of these units will be reserved for low-income. With this new construction, an estimated total cost of \$11-12M, we are looking at a gap of \$4.5M; this project will not take place until we can fix this gap. One thing to note, we can extend the life of a TIF District for one year and use the increment towards affordable housing. Staff will continue to review our financial options.

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

15. ADMINISTRATOR AND COUNCIL COMMENTS

No comments.

16. REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

Reports: December, Building Inspection and November, Treasurer

Copies of the meeting minutes included in this packet:

Finance/Personnel Committee Meeting Minutes

**November 26, 2024, 5:30 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913**

Members Present: Sloan, Kent, Kierzek
Others Present: Mayor Nelson, Clerk Zeman, Administrator J. Young, T. Pinion, L. Laux, R. Daum, P. Cannon, K. Stieve, D. Olson, and others.

1. Call Meeting to Order

Chairman Sloan called the meeting to order at 5:30pm.

1.a Roll Call of Membership**1.b Note Compliance with Open Meeting Law****1.c Approve Minutes of November 12, 2024.**

Moved by: Kierzek

Seconded by: Kent

CARRIED (3 to 0)

1.d Approve Agenda

Moved by: Kierzek

Seconded by: Kent

Motion to amend the agenda moving item 2n, 2025 City Budget, to before item 2m, 2025 Tax Levy.

CARRIED (3 to 0)

2. Action Items**2.a Accounts Payable**

Moved by: Kierzek

Seconded by: Kent

Recommend paying \$721,083.60 of Accounts Payable.

CARRIED (3 to 0)

2.b Madalon Industrial Park Sign

T. Pinion noted that this park was platted in 1980 and consists of 15 lots. In the mid to late 80's this was named the Madalon Industrial Park. At some point, the City removed the signs that were originally there, with a guarantee to replace the signs. Because the funds were not formally included in the budget, but clear intent of the City to replace this sign, staff thought it best to bring it before the Finance committee.

Moved by: Kent

Seconded by: Kierzek

Recommend the purchase of a sign, in the amount of \$13,170, for Madalon Industrial Park..

CARRIED (3 to 0)

2.c 2025 Seasonal Park & Recreation Wages

R. Daum presented the 2025 wages for seasonal park and recreation wages. It proposes a \$1 increase to current rates and was considered where establishing the budget for next year.

Moved by: Kierzek

Seconded by: Kent

Recommend approving the 2025 Seasonal Park & Recreation Staff Wages.

CARRIED (3 to 0)

2.d Thunderbird Youth Hockey Lease

R. Daum noted that the Park & Recreation commission recommended keeping the rates the same.

Moved by: Kierzek

Seconded by: Kent

Recommend approving the 2024-25 Thunderbird Youth Hockey, Inc. lease of the Pierce Park Hockey Pavilion.

CARRIED (3 to 0)

2.e Baraboo Area Senior Center Lease Agreement

R. Daum noted that this agreement still includes the reduced rates, but does include a 5% increase in the monthly rate.

Moved by: Kent

Seconded by: Kierzek

Recommend approving the 2025 Civic Center lease agreement for the Baraboo Area Senior Citizen Organization (BASCO).

CARRIED (3 to 0)

2.f Boys & Girls Club Civic Center Lease Agreement

R. Daum noted that this agreement also still includes the reduced rates, but does include a 5% increase in the monthly rate.

Moved by: Kierzek

Seconded by: Kent

Recommend approving the 2025 Civic Center lease agreement for the Boys and Girls Club.

CARRIED (3 to 0)

2.g Freedom in Christ Assembly Church Lease Civic Center Lease Agreement

R. Daum noted that Freedom in Christ Assembly Church has been using the Civic Center for approximately the past two years. The only change in this agreement is an increase of \$50 per month.

Moved by: Kent

Seconded by: Kierzek

Recommend extending the lease agreement with Freedom in Christ Assembly Church to rent the Civic Center on Sunday mornings.

CARRIED (3 to 0)

2.h Assessor Services, 2025-2027

Clerk Zeman explained that two bids were received for assessor services but one included a full revaluation, which includes inside & outside inspections, and one included a market update, which looks more at the recent sales with fewer inspections. Because of the difference in services, staff is not ready to move forward with making a recommendation. A full revaluation would require a budget increase of approximately \$38,000. We are currently at 70% and a market update would meet the requirement to get us back to 100% value. It is the committee's recommendation that we move forward with a market update.

2.i Engineering services Contract, Madison St/Ave

T. Pinion noted that this project has been looked at for the past few years. The city has received a \$400,000 grant, with a project cost estimated at \$1.3M. Because of the grant, we solicited engineering services to comply with all the specific requirements inviting 3 firms to submit proposals. Two proposals were received, with a price difference of \$30,000 between the two. Staff's recommendation is to approve the resolution, authorizing the Mayor and Clerk sign a contract with MSA Professional Services.

Moved by: Kierzek

Seconded by: Kent

Recommend authorizing the Mayor and City Clerk to sign a contract with MSA Professional Services for the for design of the 2025 Madison Street/Avenue Reconstruction project.

CARRIED (3 to 0)

2.j Levy for Baraboo Fire/EMS District

K. Stieve noted that the Baraboo and Fire EMS District created the budget based on the IGA from 2023 and the bylaws. they are allowed to levy consumer price index plus 2% which was certified in August as 5.2%. This resolution allows the city to exceed the levy limit laws, allowing for the excess monies to be expended. The formula for each municipality is calculated as follows: Fire is based on population, equalized value, and a three year average of calls. EMS is based on population and three year average of calls. This formula has been used since 2006.

Moved by: Kent

Seconded by: Kierzek

Recommend authorizing a levy for charges assessed by the Baraboo Area Fire & EMS District.

CARRIED (3 to 0)

2.k Tax Incremental Finance (TIF) Funds

L. Laux gave a brief explanation of what is included in each TID.

Moved by: Kierzek

Seconded by: Kent

Recommend approving the 2025 Tax Incremental Finance Fund Budgets for the City's Tax Incremental Districts for a total of \$2,347,952.

CARRIED (3 to 0)

2.l 2025 Miscellaneous Budget Approvals

The committee reviewed budget items 2.l.1 through 2.l.6, there were no questions.

Moved by: Kierzek

Seconded by: Kent

Motion to approve budget items 2.l.1 through 2.l.6.

CARRIED (3 to 0)

2.l.1 2025 Business Improvement District (BID) Budget of \$50,900.

2.l.2 Proposed assessments to be levied upon property within the Business Improvement District (BID).

2.l.3 Community Development Authority 2025 Budget (Cannon):

2.l.4 Water Utility Budget of \$2,524,429 (Peterson)

2.l.5 Sanitary Sewer Utility Budget of \$1,836,415 (Peterson)

2.l.6 Stormwater Utility Budget of \$1,194,109 (Pinion)

2.1.7 Funds with sources of revenue other than levy:

Mayor Nelson noted that the shared ride taxi will be discussed later tonight at Council. Currently, there are no funds included in the 2025 budget to continue the shared ride taxi service. The city was approached last week by the St. Clare Foundation and they have generously offered us a \$50,000 grant for the continuation of this service. It would still require budget funds of \$50,000 from the City. The upcoming contract for the service requires a two year commitment. Julia Randles, St. Clare Foundation, acknowledged there is concern with this being a two year commitment and while, at this time, they prefer offering a grant for one year, they would consider the second year. They would like to be a partner for this service going forward and finding a long term solution for future years. It was verified that per the RFP's, there is a termination clause should there not be future funding available, the City can terminate the agreement with sufficient notice. The Mayor provided three options to fund the taxi: Shift capital expense to the line of credit which will result in an increase of the City's levy, use funds available in the Economic Development Fund, or the use of Fund Balance.

Moved by: Kierzek

Seconded by: Kent

Motion to amend the resolution to include a Taxi fund of \$590,496.

CARRIED (3 to 0)

Moved by: Kierzek

Seconded by: Kent

Motion to amend the original motion to increase the Economic Development fund to \$70,000.

CARRIED (3 to 0)

2.m 2025 Tax Levy

The committee reviewed the tax levy and tax rate.

Moved by: Kent

Seconded by: Kierzek

Recommend approving the tax levy of \$9,948,515, with a tax rate of \$10.25 per thousand dollars.

CARRIED (3 to 0)

2.n 2025 City Budget

The committee reviewed the 2025 budget. No adjustment is needed for the taxi service, there are no general funds being used.

Moved by: Kierzek

Seconded by: Kent

Recommend adopting the 2025 City Budget for a total of \$16,261,333.

CARRIED (3 to 0)

3. Discussion Items

None.

4. Adjournment

Moved by: Kierzek

Seconded by: Kent

That the meeting be adjourned at 6:48pm.

CARRIED (3 to 0)

**CITY OF BARABOO ADMINISTRATIVE MEETING
Meeting Minutes**

**November 5, 2024, 8:00 a.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913**

Members Present: Thurow, Hazard, Lombard

Others Present: Staff: Administrator - John Young, CDA Director - Pat Cannon, City Clerk - Brenda Zeman, Police Captain – Ryan Labroscian, Finance Director - Julie Ostrander
Citizens: Thomas Munderloh, Michael Moriarty

1. CALL TO ORDER

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES: October 1, 2024

Moved by: Hazard

Seconded by: Lombard

Approve meeting minutes from October 1, 2024.

Motion: CARRIED

- 1.d APPROVE AGENDA
2. **ACTION ITEM(S)**
- 2.a Operator's License, Thomas Munderloh
Munderloh most recent OWI was 5 years ago and he no longer drives. He is dedicated to the business as his livelihood. Conditional operators license is recommended.
Moved by: Hazard
Seconded by: Lombard
Recommend to the Common Council of a conditional Operator's License for Thomas Munderloh.
Motion: CARRIED
- 2.b Temporary Liquor License, Downtown Baraboo Inc.
One location needs to be identified. May approve with that specified.
Moved by: Lombard
Seconded by: Hazard
Recommend to the Common Council on approving a Temporary "Class C" Wine License (AKA Picnic License) for the Downtown Baraboo, Inc., Winter Wine Walk, 11-22-2024 pending receipt of last participant.
Motion: CARRIED
- 2.c Liquor License, MK Stores LLC
MK stores currently holds a class A beer license and would like the open combination license.
Moved by: Lombard
Seconded by: Hazard
Recommend to the Common Council for a Combination "Class A" Fermented Malt Beverage & Liquor License for MK Stores, LLC., d/b/a Snak Atak #43 and waive the fee for the Class "A" Beer portion.
Motion: CARRIED
- 2.d Liquor License, TJH Concessions LLC
No problems with this application.
Moved by: Hazard
Seconded by: Lombard
Recommend to the Common Council for a Class "B" Fermented Malt Beverage Liquor & "Class C" Wine License for TJH Concessions, LLC d/b/a TJH Concessions, LLC at 136 4th Avenue.
Motion: CARRIED
- 2.e Liquor License, Little Tokyo Japanese Restaurant, LLC
Owned by two individuals and one had a warrant was picked-up and resolved.
Moved by: Hazard
Seconded by: Lombard
Recommend to the Common Council for a Class "B" Fermented Malt Beverage Liquor & "Class C" Wine License for Little Tokyo Japanese Restaurant, LLC d/b/a Little Tokyo Japanese Restaurant LLC at 111 4th Street.
Motion: CARRIED
3. **INFORMATIONAL ITEM(S)**
- 3.a Date and time of next meeting: December 3, 2024
4. **ADJOURNMENT (Voice Vote)**
Adjourn at 8:15 am
Moved by: Hazard
Seconded by: Lombard
Meeting Adjournment
Motion: CARRIED

Minutes of the Public Safety Committee Meeting – November 18, 2024

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

Call to Order – Chairman John Ellington called the meeting to order at 1:00. Compliance with the Open Meeting Law was noted. It was moved by Olson, seconded by Hause to approve the agenda as posted. Motion carried unanimously. It was moved by Hause, seconded by Olson to approve the minutes of the September 30, 2023 meeting. Motion carried unanimously.

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

Action Items

- a. Request for traffic control for southbound traffic on Camp Street at 2nd Street. – Pinion presented background to the Committee. He said that if a stop sign was being requested, normally some type of engineering study done. Yield signs on uncontrolled intersections, is normally yield to the right. Ellington moved, Hause seconded to install a yield sign for southbound traffic on Camp Street at 2nd Street and forward to Council is necessary. Motion carried unanimously.
- b. Request to add 2 handicap parking stalls on 14th Street in front of the Emmanuel United Methodist Church located at 101 14th Street. – Pinion said this is an amendment to Chapter 7(2)(b). Hause moved to recommend amending Chapter 7(s)(b) to provide 2 handicap parking stalls on 14th Street in front of the Emmanuel United Methodist Church. Olson seconded the motion. Motion carried unanimously.
- c. Request to restrict left turn movements for eastbound traffic on 9th Ave to northbound on Draper Street during school hours. – Peterson presented the background to the Council. He said that start and end of school days there is a significant amount of traffic at 9th and Draper in both directions. He said that eastbound traffic on 9th attempting to make a left turn onto Draper, it holds up traffic and it ques way back. He said in communicating with the police department, it is felt that installing a sign “no left turn” 7:00-8:00 a.m. Monday-Friday and Monday, Tuesday, Thursday, Friday from 2:30-3:30, and then Wednesdays 1:00-2:00. Sinden said that they will find verbiage that will work on the sign and just like any other new ordinance, the first couple of months will be education and will not be cited, but eventually drivers will understand that it is a no left turn area. It was moved by Olson seconded by Hause to recommend restrict left turn movements for eastbound traffic on 9th Avenue to northbound on Draper during school hours. Motion carried unanimously.
- d. Request to restrict parking on the both sides of Camp Street south of 8th Street during School Hours. – Pinion presented the background for the request. He said that it is staff recommendation that this be approved. Hause moved, Olson seconded to recommend the request to restrict parking on both sides of Camp Street south of 8th Street during school hours. Motion carried unanimously.
- e. Discuss new sidewalk construction project candidates for the next 2025 thru 2027. – Pinion presented the Committee with the background and two maps. He said that in 1999 the City commissioned a sidewalk study which looked at every segment in the City and ranked each from 1 as being the top priority to 440 being the lowest priority. He then explained the maps given and how the sidewalks were originally ranked. He said they looked at pedestrian generators, places where pedestrians walk to and from, i.e. grocery stores, hospital, schools, anything high ranking. He said that in the top 100 there are only 6 left, Pinion then went through the original sidewalk ranking list. Pinion then gave the Committee the background on sidewalks on Taft. Olson would like to see sidewalk on Tuttle from 8th to 9th, even if it would be one-half a block and more expensive. Pinion said the sidewalk policy says when there is a topographic challenge that causes the price to increase to more than twice the cost of normal sidewalk it is determined to be cost prohibitive. Pinion said part of choosing an area is geographic, we don't want to hire a contractor and have them going all different places in the City which would cause the price to go up, and they like to be efficient. He said in the past area have been chosen in fill in. Gilman thought Lynn could be filled in, extending to Hitchcock. Olson asked if it would be crazy to rotate the sidewalks through the districts. Pinion said at the end of the day Council hears it all, as long as some method to the proverbial madness. The committee directed Pinion to make suggestions what he would like to see done within the yearly funding.
- f. Consider discontinuing the addition of hydrofluorosilicic acid to the City's drinking water supply. – Peterson said that hydrofluorosilicic is what is added to the water for fluoride and has been added for years. He said that it has always been a little contentious, but it looks like there is more of push to go away from it now. He aid personally he will add whatever the Committee directs him to add. It is the thought that sooner or later it will have to be discontinued. Olson said that he would be opposed to this, he said that most of the studies being brought up are coming from China, and they are not pure reviewed. He said that the American Dental Association site is very good at debunking this studies. Peterson did suggest that if the Committee ever decided to quit using it, we have a couple of months of chemicals, and we would keep it in our water system until the chemicals are gone, because the company won't take it back and it is really the most dangerous chemical that we have.
- g. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for October 2024. – Peterson warned the Committee saying next month's will look bad because of balances being put on the tax roll. It was moved by Olson, seconded by Hause to approve the monthly billing Adjustments/Credits as presented. Motion carried unanimously.

Reports

- a. **Utility Superintendent's Report**
 - i. **Staffing Updates** –No changes.
 - ii. **Project Updates** – Peterson said that he was informed last week that the Riverwalk had to close for a sanitary sewer main rehab project by the West Baraboo end, it has been completed and is back open. He said water service inventory that was mandated by the DNR/EPA was submitted and we met what we needed. He said on the backside of this we had to notify people with a special letter written by the EPA, people with lead on the private side got one letter, people with galvanized service got another letter, and people that haven't been surveyed yet got different letter. Peterson said rough numbers 250 letters for lead services were sent, 250 for galvanized, and around 1400 that have not been surveyed. Olson questioned the money available to help people. Peterson said, it would be the same as Highway 33, but unfortunately the only thing available in 2025 is 25% principal forgiveness. Olson asked about the federal program proposing to remove all the lead. Peterson said there is, but every municipality depending on your moderate income depended on what

percentage you would get that. Discussion has started about 2025 and the thought is to keep the money on the City side for our side of the services and we still have load money left from the Highway 33 project to assist the homeowner side. Peterson said that he and Pinion went to the State WWOA in Appleton, and someone had nominated him for a regional award, and he did receive the Operator of the Year Award for District 6. The Committee congratulated Peterson and the very well deserved award.

b. Street Superintendent's Report

- i. Staffing Updates – Pinion said that on Wednesday an employee gave their 2 week notice, and it is a position that we do expect to fill.
- ii. Monthly Activity Report – Pinion said alleys were done, last one was completed two weeks ago. He said three alleys are budgeted for next year. He said that Gilman is working on getting the old shop water-proofed, a lot of water infiltration. He said he is hoping to finish up the RFB for two new buildings, a salt/sand/brine building which will be 60x100, and the other building will be a 3-sided open front building, 30x120 to store some of the equipment under roof. He said the RFP for the Carbon Reduction Grant, that is what will help fund replacement of streetlight downtown should be out by month's end. Pinion then discussed the refuse and recycling collection cost comparison that Gilman reported in his report included in the packet. He said that Gilman said that it is going better than expected and the complaints have gone some down.

c. Police Chief's Report

- i. Staffing Updates – Sinden said that one of the trainee will be graduating from the academy December 13th. Canine Officer, Matt O'Brien is back with the new canine, Storm. He said the former canine officer is no longer employed with the City and he had what is called bonded with Riggs, and we tried to re-bond Riggs and reuse Riggs, but it did not work well and he was traded and is off to a new destination to serve elsewhere and we got puppy Storm. O'Brien is set to finish his training December 21st and another trainee, Thomas Herritz will be done on December 11 going into solo patrol. Sinden said another trainee is doing very well just entering phase 2, he is early to mid-training, not ready to hit the road solo yet. He said that we are currently in the background phase to fill the final open patrol officer position in the department, he is guessing that will happen early January because the next academy begins the end of the first week in January. He said everything remains the same, all patrol positions will be full. He said with his retirement an administrative position will be open.

Sinden said that something that everyone will be hearing about in the near future is the department moving forward with a therapy dog. He said the purpose of a therapy dog is to bring very highly tense and emotional situation to calm it down. Sinden said School Resource Officer, Kyle Giese has been doing an extensive amount of work and research and donation gathering for the program, he is happy to say that they have already receive fairly significant donations. Sinden said that the highest need for the dog right now is at the middle school. He said although the dog will be placed with Giese, the dog will be available for call out anywhere in the City where needed. He said typically the dogs are golden doodles. He said that he would argue that there is less than a \$1,000 cost to city taxpayers for this entire program, and this is due the generosity of donations.

Sinden said that the department is all set for the 2024 Christmas Light Parade, thank you to the Street Department, Fire/EMS, everyone involved parties for weeks of preparation. He said that this is the 21st formal special event permit that a safety plan had to be created for.

- ii. Case/Response Update – Sinden said traffic numbers are down as far as citations and warnings; however, that is going to happen when there is a shortage of officers. He said 2023 to date were 7,073, 2024 to date is 6,196, even though this is a significant decrease, the incidents are still present. Sinden said that the sex crimes category was added this year and this reason he added that he wanted the committee to know about it, and there is a lot of things in there that don't fit a sexual assault category, the software doesn't deem it as a sexual assault, but it is a sexual crime. Sinden said all other reports are in the packet for the committee's review.

Ellington asked what the next meeting date would be. Pinion said the normal meeting date would be December 30th. It was the consensus of the committee to meeting on Monday, January 6th.

Adjournment – There being no further business, Ellington adjourned the meeting at 2:27 p.m.

17. **ADJOURNMENT**

The Mayor declared the meeting adjourned at 8:23pm.

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2025 -

Dated: January 28, 2025

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: _____

Ordinance 11.1

The City of Baraboo, Wisconsin

Background: Chapter 7, TRAFFIC Code of the City's Code of Ordinances includes a forfeiture provision for violation of certain parking regulations. Due to the increased cost of enforcement of certain parking regulation, the Police Department is recommending increasing the forfeiture amount for Alternate Side Parking violations.

This matter was reviewed by the Public Safety Committee at their January 6th meeting and recommended that the proposed forfeiture increases be approved by the City Council.

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

An Ordinance revising §7.24(4) to increase the forfeiture for certain parking violations.

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

1. Section §7.24(4), Ordinances, is revised as follows:

7.24 PENALTY. (1580 02/91, 1600 04/91, 1841 11/28/95, 2601 11/1/2022)

(4) **PENALTY FOR PARKING VIOLATIONS.** The forfeiture for parking violations, other than those violations charged as a violation of State Statutes, adopted by reference in §7.01 of this chapter, shall be as hereinafter provided in addition to any costs associated with the prosecution thereof which are required or authorized by State Statutes as follow follows:

(a) The penalty for violation of §7.09(19), PARKING SPACES RESERVED FOR VEHICLES USED BY PHYSICALLY DISABLED PERSONS, of this Chapter shall be a forfeiture of ~~\$150.00 not less than \$30.00, nor more than \$300.00.~~

(b) When the motor vehicle weighs less than 8,000 pounds, the penalty for violation of:

1. §7.09 **PARKING RESTRICTIONS**

(3) ~~LIMITED TIME PARKING,~~

(4) NIGHTTIME PARKING PROHIBITED ON CERTAIN STREETS,

(5) SPECIAL RESTRICTED PARKING REGULATIONS,

~~(6) SEASONAL PARKING REGULATIONS,~~

(7) TWENTY-FOUR HOUR PARKING LIMIT,

(8) TRUCK PARKING REGULATIONS,

(9) PARKING PROHIBITED ON 8TH STREET AND 8TH AVENUE,

(10) PARKING IN ALLEYS REGULATED,

(11) PARKING IN DRIVEWAYS PROHIBITED,

(12) STREET MAINTENANCE,

(16) RESERVED PARKING FOR OFFICIALS,

(17) RESTRICTED PARKING DURING SNOW EMERGENCIES,

(20) CITY PARKING LOT REGULATIONS,

~~(21) PARKING PROHIBITED IN FIRE LANES OR NEAR FIRE
HYDRANTS,~~ and

§7.11 **ABANDONED VEHICLES,** and,

§7.14 TRAFFIC AND PARKING REGULATIONS ON AND ADJACENT TO SCHOOL DISTRICT GROUNDS of this Chapter shall be as follows:

- i. ~~\$10.00~~ 30.00 if paid within 10 days of the issuance of the violation citation.
- ii. ~~\$20.00~~ 40.00 if paid after 10 days.

2. ~~§7.09(6) SEASONAL PARKING REGULATIONS~~ of this Chapter shall be as follows:

- i. \$20.00 if paid within 10 days of the issuance of the violation citation.
- ii. \$30.00 if paid after 10 days.

(c) When the motor vehicle weighs 8,000 pounds or more, the penalty for violation of:

1. ~~§7.09~~ **PARKING RESTRICTIONS**

- ~~(3) LIMITED TIME PARKING,~~
- (4) NIGHTTIME PARKING PROHIBITED ON CERTAIN STREETS,
- (5) SPECIAL RESTRICTED PARKING REGULATIONS,
- ~~(6) SEASONAL PARKING REGULATIONS,~~
- (7) TWENTY-FOUR HOUR PARKING LIMIT,
- (8) TRUCK PARKING REGULATIONS,
- (9) PARKING PROHIBITED ON 8TH STREET AND 8TH AVENUE,
- (10) PARKING IN ALLEYS REGULATED,
- (11) PARKING IN DRIVEWAYS PROHIBITED,
- (12) STREET MAINTENANCE,
- (16) RESERVED PARKING FOR OFFICIALS,
- (17) RESTRICTED PARKING DURING SNOW EMERGENCIES,
- (20) CITY PARKING LOT REGULATIONS, and
- ~~(21) PARKING PROHIBITED IN FIRE LANES OR NEAR FIRE HYDRANTS,~~ and

~~§7.11~~ **ABANDONED VEHICLES**, of this Chapter shall be as follows:

- i. ~~\$25.00~~ 30.00 if paid within 10 days of the issuance of the violation citation.
- ii. ~~\$35.00~~ 40.00 if paid after 10 days.

2. ~~§7.09 (6) SEASONAL PARKING RESTRICTION~~ of this Chapter shall be as follows:

- i. \$20.00 if paid within 10 days of the issuance of the violation citation.
- ii. \$30.00 if paid after 10 days

~~(d) The penalty for violation of §7.09(3) of this Chapter shall be as follows:~~

- ~~1. \$10.00 if paid within 10 days of the issuance of the violation citation.~~
- ~~2. \$20.00 if paid after 10 days. (1560 2/90; 1624 8/91)~~

~~(e) The penalty for violation of §7.09(21) **PARKING PROHIBITED IN FIRE LANES OR NEAR FIRE HYDRANTS** of this Chapter shall be a forfeiture of not less than \$20.00 nor more than \$40.00 for the first offense and not less than \$50.00 nor more than \$100.00 for the second or subsequent offense within a 12-month period. (2030 09/12/2000)~~

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

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of January, 2025, and is recorded on page ____ of volume ____.

City Clerk: _____

Ordinance 11.2

The City of Baraboo, Wisconsin

Background: There is an area on the east side of East Street between Water Street and 1 Street where the curb widens out to accommodate on-street parking but there are no marked parking stalls and no parking is allowed on this block by ordinance. The Police Department is recommending that angle parking be and the parking stalls be marked accordingly.

Angle Parking is regulated by Section 7.09 Parking Restrictions, so it is necessary to modify Section 7.09(2) to add a provision to allow angle parking along the west side the Baraboo Arts Building in the area where the curb widens out to the sidewalk in front of the two entrances to the building.

The Public Safety Committee reviewed this matter at their January 6th meeting and has recommended approval of this Ordinance revision.

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

An Ordinance revising the City of Baraboo Code of Ordinances to amend §7.09(2) Angle Parking.

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

1. The City of Baraboo Code of Ordinances § 7.09(2)(i) is revised as follows:
 - (2) **ANGLE PARKING.** On streets or portions thereof, where angle parking is provided, vehicles shall be parked in accordance with the angles designated by painted lines and shall be subject to the restrictions concerning parking as hereinafter set forth. Angle parking is provided for on the following streets:
 - (a) The south side of 3rd Street and Avenue between East and Ash Streets and between Oak Street and a point 224 feet west of Broadway. (1466 03/24/87)
 - (b) The north side of 3rd Avenue between Oak Street and a point 230 feet west of Broadway.
 - (c) The East Side of Oak Street between 3rd and 4th Streets and Avenues.
 - (d) 4th Street and Avenue between East Street and Birch Street.
 - (e) The East Side of Walnut Street between Lynn Street and the Baraboo River.
 - (f) The south side of Water Street between Ash Street and a point 90 feet west of Ash and between points 210 feet east of Rosaline and 425 feet east of Rosaline.
 - (g) The north side of Water Street between Ash Street and a point 290 feet west of Ash Street.
 - (h) The East Side of Elizabeth between 5th and 6th Streets.
 - (i) The south side of 5th Avenue between Broadway and a point 250 feet west of Broadway and the south side of 5th Street between East Street and a point 348 feet east of East Street.
 - (j) Both sides of 4th Street and Avenue, between Birch Street and East Street.
 - (k) The east side of Jefferson Street, between 11th Street and a point 150 feet north of 11th Street.
 - (l) The north side of Sauk Avenue between a point 225 feet west of the center line of Case Street and a point 275 feet east of Moore Street.
 - (m) The north side of 3rd Street between Ash Street and Oak Street. (1904, 5/13/97)
 - (n) The south side of Winnebago Circle for 147 feet east of Draper Street. (2289 10/28/08)
 - (o) **The east side of East Street from a point 75 feet north of Water Street to a point 150 feet north of Water Street.**
2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of January 2025 and is recorded on page ____ of volume __. A summary of this Ordinance was published in the local newspaper on the ____ day of January 2025.

City Clerk: _____

RESOLUTION NO. 2025 -

Dated: January 28, 2025

The City of Baraboo, Wisconsin

Background:

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

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

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

Narrative:

The board of trustees of the Carnegie-Schadde Memorial Public Library completed final approval of the library budget at their regular meeting on Dec. 17, 2024. The board elected to wait until this date, so they could be certain of the amount of revenue provided by the City, depending on the passage or failure of the operating funds referendum. With the failure of the referendum, the Library budget was adjusted to account for the limited City revenue. Additionally, the Sauk County revenue for the library in 2025 is lower than is typical. The budget amendment below provides additional funds used from the Library's operating fund balance, additional funds from the Library's segregated fund (donor funds), and additional funding from the Friends of the Library. No additional tax funding is requested.

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

Comments: Budget amendments, that are budgetary transfers, are budgeted expenditures. Budget amendments, that are supplemental, are not budgeted. The 2025 Budget provides for publishing amendments.

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

That the following budget amendments, required to appropriate funds for budget reductions, are authorized:

- 1st Quarter, 2025 Library Supplemental Budget Amendments are as follows:

| Account Number | Department | Account | Budget | Debit/(Credit) | New Appropriations (Only) | Amended Budget |
|----------------------|--------------------|-----------------------|-------------|----------------|---------------------------|----------------|
| 285-51-46710-000 | Library Operations | Library Fees | (23,000.00) | 2,000.00 | | (21,000.00) |
| 285-51-49285-000 | Library Operations | Transfer from Lib Seg | (38,000.00) | (25,000.00) | | (63,000.00) |
| 285-51-49300-000 | Library Operations | Fund Balance Applied | (55,000.00) | 7,000.00 | | (48,000.00) |
| 285-51-55110-120-000 | Library Operations | Wages | 324,366.00 | 14,716.00 | 14,716.00 | 339,082.00 |
| 285-51-55110-130-000 | Library Operations | Social Security | 46,338.00 | 1,151.00 | 1,151.00 | 47,489.00 |
| 285-51-55110-131-000 | Library Operations | Retirement | 34,315.00 | (91.00) | - | 34,224.00 |

| | | | | | | |
|----------------------|---|--------------------------------|------------|-------------|-----------|-------------|
| 285-51-55110-320-000 | Library Operations | Dues and Subscriptions | 1,500.00 | 169.00 | 133.00 | 1,669.00 |
| 285-51-55110-330-000 | Library Operations | Travel & Training | 1,000.00 | 155.00 | - | 1,155.00 |
| 285-51-55112-324-000 | Library Operations - Library Materials | Lib Mat-Juvenile | 12,250.00 | (250.00) | - | 12,000.00 |
| 285-51-55112-327-000 | Library Operations - Library Materials | Lib Mat-Teen | 4,700.00 | (200.00) | - | 4,500.00 |
| 285-51-55112-329-000 | Library Operations - Library Materials | Lib Mat - Electronic | 6,350.00 | 150.00 | - | 6,500.00 |
| 285-51-55115-260-000 | Library Operations - Library Building | Repair & Maint Serv-Buildings | 12,900.00 | 100.00 | - | 13,000.00 |
| 285-51-55115-360-000 | Library Operations - Library Building | Repair & Maint Matl - Building | 4,500.00 | 100.00 | - | 4,600.00 |
| | | | | | | |
| 850-51-49301-000 | Library Segregated | Fund Bal Applied - Investment | - | (13,000.00) | - | (13,000.00) |
| 850-51-49294-000 | Library Segregated | Transfer fr Friends of Libr | (6,000.00) | 6,000.00 | - | - |
| 850-51-49300-000 | Library Segregated | Fund Balance Applied | - | (19,000.00) | - | (19,000.00) |
| 850-51-59210-900-000 | Library Segregated - Transfer to General Fund | Cost Reallocation | 37,000.00 | 26,000.00 | 26,000.00 | 63,000.00 |
| | | | | | | |
| 940-51-46110-002 | Friends of the Library | Book Shop Sales | (2,000.00) | (1,000.00) | - | (3,000.00) |
| 940-51-48500-000 | Friends of the Library | Donations and Contributions | (1,000.00) | (3,000.00) | - | (4,000.00) |
| 940-51-55110-380-000 | Friends of the Library | Programming & Outreach | 3,000.00 | 2,000.00 | 2,000.00 | 5,000.00 |
| 940-51-59285-900-000 | Friends of the Library - Tfr to Library Seg /Bldg | Transfer to Library Seg | 3,000.00 | (3,000.00) | | - |
| 940-51-59228-900-000 | Friends of the Library | Transfer to Library Operating | - | 5,000.00 | 2,000.00 | 5,000.00 |

Offered by: Finance/Personnel Committee **Approved by:** _____

Mayor

Motion:
Second:

Certified by: _____

City Clerk

The City of Baraboo, Wisconsin

Background: The City of Baraboo is required by State Statute to notify the citizenry through publication in the official newspaper whenever budget amendments are approved within 10 days of the amendment. Our practice is to identify budget amendments in the fiscal commentary section of resolutions when spending authorizations are granted. Therefore, the City Council could approve budget transfers as often as every meeting.

To satisfy the legal requirement, we publish budget amendments after the Finance Committee and Common Council approvals.

The City purchasing policy Section XIV Miscellaneous Considerations 14.2 states the following concerning Non-Budgeted Items:

Purchases that have not been provided for in the current budget will require Council approval through budget transfers or amendments. The Department Head shall notify the City Finance Director and provide written documentation regarding the expenditure. This information will be provided to the Finance Committee for a recommendation to Council concerning purchase approval and necessary budgetary transfers or amendments.

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

Comments: The 2024 City Budget provides for publishing expenditures.

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

That the following budget transfer amendment is authorizing the payment of additional cost for CLA, LLC auditing services to meet new GASB Subscription-Based Information Technology Arrangements (SBITA's) implementation requirements for \$4,500. The extra cost is allocated 91.5% (\$4,117.50) to the General Fund, 6% (\$270) to the Utilities and 2.5% (\$112.50) to BAFED as a portion of the annual IT cost distribution. The General Fund monetary transfer comes from excess budget in the General Fund Finance Department Travel/Training account and General Fund Finance Repairs & Maintenance Service Equipment.

| Account Number | Department | Budget | Debit/(Credit) | Amended Budget | Balance YTD |
|----------------------|--|-----------|----------------|----------------|-------------|
| 100-11-51500-330-000 | General Fund – Finance Travel & Training | 2,865.00 | (2,515.00) | 350.00 | 350.00 |
| 100-11-51500-250-000 | General Fund – Repairs & Maintenance Service - Equipment | 7,500.00 | (1,985.00) | 5,515.00 | 5,186.80 |
| 100-11-51510-214-000 | General Fund – Prof Services Auditing | 38,045.00 | 4,500.00 | 42,525.00 | 42,525.00 |

Offered by: Finance/Personnel Comm.

Approved: _____

Motion:

Second:

Attest: _____

RESOLUTION NO. 2025-

Dated: January 28, 2025

The City of Baraboo, Wisconsin

Background. The Campus Commission, made up of designated representatives from the City of Baraboo and Sauk County (Lessors), has engaged in activities to create and execute a new facility space lease agreement with the Board of Regents of the University of Wisconsin System (Lessee), dba as the UW-Platteville, at the Baraboo Sauk County Campus. The new agreement covers two campus facilities, the Pleger Science and the Umhoefer buildings. The highlights of this agreement are as follows:

- The lease period runs from Feb. 1, 2025, through December 31, 2026;
- May be renewed for up to three consecutive one-year periods from and after January 1, 2027;
- No cost to the Lessee for full use and access of leased spaces;
- Spaces must be used as academic and other support space for the UW-Platteville Sauk County campus;
- Lessor is responsible for maintenance costs for leased spaces, with lessee responsible for a pro-rated portion of utility expenses;
- Lessee may occupy the Lange Center and Fine & Performing Arts Hill Music Center, through May 31, 2025;
- Lessee will work to identify additional campus spaces that are not needed, and turn over to the Lessor prior to, but no later than, May 31, 2025

This new lease agreement affords the Campus Commission the ability to explore additional space use opportunities with other educational institutions, non-profits and for-profit organizations, for the benefit of the residents of the City of Baraboo and Sauk County.

Budgeting Note: ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments: None.

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

To approve the new lease agreement between the City of Baraboo and Sauk County, and the Board of Regents of the University of Wisconsin System, dba the University of Wisconsin-Platteville, Baraboo Sauk County Campus, under the terms of the document, shown as Attachment A, to this Resolution.

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

Revised 1/14/2025

DRAFT Gross Lease

THIS LEASE, between Sauk County and the City of Baraboo (the "Lessor"), whose addresses are 505 Broadway, Baraboo, Wisconsin, and 105 S. Boulevard Baraboo, Wisconsin and the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as University of Wisconsin-Platteville Baraboo Sauk County Campus (the "Lessee");

The parties agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

The buildings known as Thomas C. Pleger Science Building and the Aural M. Umhoefer Building, together with all appurtenances and access to common areas, located at 1006 Connie Road in the City of Baraboo, Wisconsin (the "Buildings"), which Premises are further described on Exhibit A (site plan) attached.
2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as academic and other support space for the of University of Wisconsin-Platteville, Baraboo Sauk County Campus.
3. **CONTINUED OCCUPANCY AND VACANCY OF PREMISES.** In addition, Lessee may have the option for continued occupancy of the Lange Center and Fine & Performing Arts Hill Music Center through May 31, 2025. Lessee will continue to identify spaces that may be vacated prior to May 31, 2025 and has the option to further reduce the amount of lease space upon written notice to the Lessor.
4. **TERM.** The lease term hereunder shall begin on February 1, 2025 and end on December 31, 2026.
5. **INITIAL TERM RENTAL.** The Lessee shall have full use and access to the space at no cost to the Lessee
6. **RENEWAL RENTALS.** Lessor shall provide notice to Lessee at least 180 days prior to the expiration of the lease that it will not be renewed. If such notice is not given and provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for three (3) successive one-year periods from and after January 1, 2027 subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least 90 days before the Lease would otherwise expire.

Prior to the termination of the initial term of this Lease and all renewal options included herein, Lessor and Lessee may upon mutual consent and agreement negotiate terms and conditions for additional renewal periods.

7. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

8. **COVENANTS OF LESSOR.** Lessor hereby agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy, or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy. Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- b) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- c) Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule I.

- d) Pursuant to 2019 Wisconsin Executive Order 1, Lessor agrees it will hire only on the basis of merit and will not discriminate against any persons performing under a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, or developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This

provision shall include, but not be limited to, the following: 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 Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting for the provisions of the non-discrimination clause.

- f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the rent is fifty thousand dollars (\$50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Board of Regents of the University of Wisconsin System, whose address and phone number are listed at the bottom of the enclosed form. Instructions and technical assistance in preparing the plan are available from the Board of Regents of the University of Wisconsin System and will be forwarded to the Lessor upon presentation of UWSA form attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time, as the above cited plan is accepted.
- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move-related costs. No rent shall accrue to the Lessor during the period of time the Lessee does not occupy the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

h) The Lessor attests that neither the space covered by this Lease nor the Lessor's business is owned by a state public official or state employee as defined in section 19.45, Wisconsin Statute. The Lessor further attests that no university employee has any ownership of the space or Lessor's business, amounting to more than 10% as provided in Wis. Admin. Cod chapter UWS8.

i)

For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above. The Lessee is responsible for any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, that are not a result of the Lessee's actions the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe. In the event that the presence of any of the items, as defined above is caused by the Lessee's actions, the Lessee shall be responsible for all costs associated with rendering the Premises safe, and for any damages to the Premises.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials,

substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty-eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality.
- k) Lessor agrees to provide prior notification and provision of safety data sheets (SDS) if applicable to the Lessee's on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and SDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- l) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- m) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

9. **COVENANTS OF LESSEE.** Lessee hereby agrees with Lessor as follows:

- a) Lessee does hereby promise and agree to pay the rent in the manner specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.

- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted.
- c) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.
- d) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, "All Risk" property insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, the commercial general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage. Lessor shall add the Lessee, the "Board of Regents of the University of Wisconsin System" as an additional insured under the commercial general liability policy.

Lessee agrees to maintain liability coverage for its officers, employees and agents under the State of Wisconsin Self-Funded Liability Program. Lessee also agrees to maintain property coverage under the State

of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University.

10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment and pursuant to Wisconsin statutes. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by § 893.82 and 895.46(1), Wis. Stats.

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by §704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents, students or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto. This includes annual inspections required for health and safety.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (un-tenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate

this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are un-tenantable and Lessee does not elect to terminate this Lease, Lessor shall make a good faith effort ~~proceed immediately~~ to rebuild and restore the Premises in a timely manner to its condition immediately prior to said damage or destruction.

In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of un-tenantability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the un-tenantability, Lessee may terminate this Agreement.

13. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

City of Baraboo Clerk
105 S. Boulevard
Baraboo, WI 53913

Rent sent to: Same as above

If to Lessee: Real Estate Specialist
 University of Wisconsin System
 Capital Planning and Budget
 780 Regent Street
 Madison, WI 53715-2635

14. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written

notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
16. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
17. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.
18. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of pandemic, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
19. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the

date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

20. **LESSEE COSTS.** Lessee shall be responsible for all utility costs associated with the Thomas C. Pleger Science Building and the Aural M. Umhoefer Building. In addition, Lessee shall be responsible for all monthly phone and data costs for the Premises.
21. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
22. **AUTHORIZATION. BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by all authorities or signatories, and no work is authorized until the Lease is fully executed.
23. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
24. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
25. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with

the laws of the State of Wisconsin.

26. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
27. **OTHER.** Lessee acknowledges and agrees that it can, by law, agree to the terms of this Lease based on its interpretation of the same as of the date of execution below. Further, neither party hereto waives any rights or remedies available to it by law. Notwithstanding the foregoing and/or anything stated in this Lease to the contrary, however, Lessee does not agree to any term or condition it cannot agree to by law, nor does it waive sovereign immunity.

The parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

LESSOR:

By: _____

Printed Name, Title

Dated: _____

LESSEE:

Board of Regents of the University of Wisconsin System

By: _____

Senior Associate Vice President

Dated: _____

File No. 285-730

SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

| | |
|----------------------------------|----------------------------------|
| Summer | Winter |
| 76 Degrees (+/- 2 ⁰) | 70 Degrees (+/- 2 ⁰) |
| 50% Humidity Level (+/- 10%) | 25% Humidity Level (+/- 5%) |

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10⁰ of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Lessor shall meet the following requirements:

- a. All new HVAC units and equipment installed shall be high-efficiency type.
 - b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:
Seasonal set points shall be as follows:
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/- 5%)
 - c. Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
 - d. All new exterior walls and ceilings must meet minimum insulation code requirements.
 - e. Provide perimeter heating for exterior walls if required to meet seasonal set-points.
 - f. Provide space heating for airlocks and lobbies, if necessary.
 - g. All air-handling equipment filters are changed quarterly.
 - h. Provide automatic temperature adjustment capability for unoccupied modes.
 - i. Provide separate venting/fans for restrooms.
 - j. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
 - k. Thermostat locations in open office area to be 70" AFF.
 - l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
 - m. The use of non-tenant adjustable thermostats or locking thermostat covers.
3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.

4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on-premise parking areas.
6. Provide (2) master keys for entrance doors.
7. At Lessee's cost provide Water and Sewer & Heat and Air conditioning.
8. At Lessee's cost provide electricity for lights and other electrical equipment necessary for operation of the Premises.
9. At Lessor's cost furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
11. Furnish building occupancy or use permit(s) if required.
12. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
13. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

The following is a list of required activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

AREA AND FREQUENCY INDICATION:

TWICE WEEKLY

- a. All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean exterior ashtrays, waste containers and replace can liners; Sweep, mop floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b. Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.

- c. Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

- a. Restrooms - Clean inside toilet bowls and urinals; and damp wipe walls.
- b. Offices - Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork.
- c. Offices - Vacuum upholstered furniture; and edge-vacuum carpet.

SEMI-ANNUAL

- a. Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
- b. Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
- c. Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
- d. Windows - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
- e. Light Fixtures - Clean fixtures and diffusers
- f. Air Vents - Clean supply air diffusers and return air grilles.

14. PUBLIC HEALTH EMERGENCY CLEANING. In addition to the forgoing cleaning requirements, in the event that the federal, state, or applicable local government issues an order or declares a public health emergency in the geographic region encompassing the Premises to prevent the spread of a communicable disease, Lessor shall perform any applicable additional cleaning measures recommended by such authority(ies) to prevent the spread of a communicable disease, including, without limitation, changes to the frequency or scope of cleaning and the use of cleaning chemicals meeting particular standards. In addition, Lessor shall, in the event of such an order or declaration of a public health emergency, direct all of its staff and contractors (including, but not limited to, janitorial staff and contractors) to comply with any reasonable precautions recommended by the such authority(ies) in order to prevent the spread of a communicable disease. The foregoing additional cleaning measures and precautions shall be required for the duration of the declared public health emergency or for the period specified in such order, and for such reasonable time thereafter as Lessee may request.

Lessee will reimburse Lessor for the reasonable out-of-pocket cost to Lessor of the additional cleaning above the base cleaning required under this Lease after receipt by Lessee of paid written invoices that details the additional charges. Such invoices shall be submitted regularly by Lessor, but in no event more frequently than monthly, nor less frequently than every three months.

15. Provide signage, including building directory listing, suite identification, and any other Lessor provided signage consistent with others in the Building (this does not include Lessee's own exterior signage.)
16. Provide parking places in adjacent parking area, which is understood by the parties hereto to include overnight parking for State-owned vehicles.
17. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice

removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

MEMORANDUM OF AGREEMENT BETWEEN
THE UW- BARABOO-SAUK COMMISSION CAMPUS COMMISSION

And

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM doing business UW-PLATTEVILLE
BARABOO-SAUK COMMISSION

This Memorandum of Agreement is entered into this XX day of XXXXX, 2024, between the Board of Regents of the University of Wisconsin System doing business as UW-Platteville Baraboo-Sauk County, hereinafter referred to as the University, and the U.W. Baraboo-Sauk County Campus Commission, hereinafter referred to as the Commission.

WHEREAS, Sauk County and the City of Baraboo jointly own certain property as tenants in common, upon which they have constructed buildings, said property being more formally described in Exhibit "A" attached; and

WHEREAS, the City and County have leased to the University, under separate document, the land and facilities thereon described in Exhibits "A", "B" and "C"; and

WHEREAS, the U.W. Baraboo-Sauk County Campus Commission was established in 1969 to act as a liaison between the City, County, and University; and

WHEREAS, the University and the Commission entered into a Memorandum of Agreement dated July 1, 1970, and wish to modify the terms and conditions of all prior agreements; and

WHEREAS, the University and Commission deem it mutually advantageous to continue to serve the educational needs of the Baraboo-Sauk County region by maintaining a University Campus of the University of Wisconsin-Platteville in Baraboo; and

WHEREAS, the University and Commission desire to work together to ensure the long-term accessibility and stability of the University Campus and maximize the utilization of the property for not only the educational needs of the region but also the greater good of Baraboo and Sauk County community;

NOW, THEREFORE, the University and Commission agree as follows:

1. The University shall continue to operate, during the term of the lease, a University Campus of the University of Wisconsin Platteville at its current location in Baraboo; and
2. The Commission shall continue to provide all necessary upkeep and repairs to the buildings and the surrounding premises. The Commission shall also make any improvements and alterations to the buildings that the Commission deems appropriate and necessary, subject to the Commission's annual budget; and

3. Effective February 1, 2025, the Commission shall be responsible for facility maintenance, janitorial service, utilities and groundskeeping. The costs associated with these services shall be the responsibility of the Commission unless expressly agreed to otherwise a lease agreement. ~~Utility costs shall be apportioned between the University and the Commission per the terms of the applicable lease;~~ and

4. The University agrees to make a good faith effort to identify space not necessary for on-going full-time instructional purposes and identify spaces that are needed on a part-time basis to serve UW-Platteville Baraboo-Sauk County students in order to allow the Commission to begin the process of reimagining and repurposing underutilized space on the campus. By May 31st, 2025 the University shall vacate any space that will not be utilized for full-time instructional purposes and provide written notification, identifying for the Commission, space that may be needed on a part-time basis. The parties agree that the Library shall be vacated by the University by the start date of the renegotiated lease. The University will make a good faith on-going effort to identify spaces that may be vacated prior to May 31, 2025, and will notify the Commission of available space; and

5. The Commission, in consultation with the University, agrees to update Article II, Section 4 of its By-Laws, along with any other relevant sections, to reflect the terms of this agreement no later than ~~January 1, 2025~~ March 1st, 2025; and

6. The parties agree to enter into lease negotiations to update the lease to reflect current space needs and to update the terms as the parties may agree upon subject to approval, as necessary, by each party's governing body; and

7. Upon execution of an updated lease agreement, the University shall transfer its interest in any existing sub-lease or space rental agreement, occurring on the property described in Exhibit A, to the Commission or an entity designated by the Commission; and

8. The University agrees to assist in facilitating, at the request and direction of Sauk County and City of Baraboo, a strategic planning process related to the utilization of the property for not only the educational needs of the region but also the greater good of the Baraboo and Sauk Commission community.

9. Upon execution of an updated lease agreement relinquishing the University's interest in the T.N. Savides Library Building and consistent with applicable policies and procedures, the University agrees to transfer the remaining contents i.e. furnishings, fixtures, equipment and miscellaneous items within the T.N. Savides Library Building to Sauk County and City of Baraboo under Wis. Admin. Code § DOA 11.06(2)(2024).

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

11. This Agreement, including any exhibits, contains the entire agreement between the parties and supersedes and replace all prior agreements, promises and understandings, oral or written, between the undersigned regarding the prior agreements referenced herein.

The parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

Board of Regents of the University of Wisconsin System

By: _____

Senior Associate Vice President

Dated: _____

Sauk County

By: _____

Sauk County Administrator

Date: _____

City of Baraboo

By: _____

Title: _____

Date: _____

Commission:

By: _____

Campus Commission Chairperson

Date: _____

RESOLUTION NO. 2025 -

Dated: Januaray 28, 2025

The City of Baraboo, Wisconsin

Background: Beyond Blessed has operated a food pantry at 1515 Walnut Street ("The Toro Building"), but were informed late last year that they would be losing their lease in January. In December, they purchased property at 1101 Lake Street with the intent to move their operations there.

Because the Lake Street property is included within the Devil's Lake Business Park, it is governed by a restrictive covenant dating to the park's development in 1986. The covenant states in part that:

No parcel in the Business Park may be built upon, altered or occupied for any purpose or use unless said purpose or use has been referred to the Baraboo Economic Development Commission (BEDC) and the City of Baraboo Planning Commission (Commission) for their consideration, recommendation and report to the Common Council. . . . All specific uses must obtain the approval of the Common Council as set forth in this section.

The Mayor and staff consulted with the City's legal counsel concerning the interpretation of this covenant, hinging on 1) whether the pantry's operation will constitute a change in use from the property's previous incarnation as a "warehouse" and 2) whether the covenant actually applies to changes in use, or only to the original use for which a property was built upon. Under one interpretation, the change from a warehouse to more of a distribution center requires approval by the Common Council after recommendations from BEDC and Plan; Under the other interpretation, no approval is necessary. After much back-and-forth, Counsel's advice was ultimately somewhat non-committal:

As far as whether re-approval is necessary in this instance, I'll defer to the powers at be to make that call. There is enough ambiguity in the wording that we could arguably go either way with this. Things to consider are if you have other "warehouses" in the city with similar traffic (not necessarily on the same day). If there are other warehouses with similar traffic, then I don't think reapproval is necessary here. If this would be an outlier, then you likely will want to consider having them apply for reapproval.

Since this issue has already attracted widespread public attention, the Mayor and City Administrator agreed that the best option was to continue with the approval process, so that the process would be transparent and any interested parties would have an opportunity to comment.

BEDC considered the change at its January 9 meeting, and recommended approval, contingent upon execution of a traffic management and safety plan. At its January 21 meeting, the Plan Commission also recommended approval.

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

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

THAT the use of the property at 1101 Lake St. as a warehouse and food pantry by Beyond Blessed Pantry is approved, in accordance with the Devil's Lake Business Park Restrictive Covenant.

Offered by: Staff
Motion:
Second:

Approved: _____
Attest: _____

RESOLUTION NO. 2025-

Dated: January 28, 2025

The City of Baraboo, Wisconsin

Background. The City has tried to address their Information Technology (I.T.) needs through an LTE position, since late FY 2024, and into FY 2025. Due to the loss of City staff whom took on a significant portion of the City's I.T. roles, it has been determined that a full-time dedicated I.T. position is needed to keep pace with the growing demand for I.T. services among City employees. In order to begin the recruitment process, a revised position description for the new Information Technology Coordinator, requires review and approval from the City Council. The attached job description (Attachment A) has been reviewed by the City's Information Technology Committee, prior to submission to the Finance & Personnel Committee.

The Finance/Personnel Committee reviewed and approved the amended job description at their January 28, 2025 meeting.

Budgeting Note: ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments: None.

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

To approve the Information Technology Coordinator job description, as shown on the attached Attachment A to this Resolution.

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

CITY OF BARABOO
Position Description

Class Title: I.T. Coordinator
Grade:
Department: Information Technology
Reports to: City Administrator

Created/Updated: Dec. 2024

General Purpose: To provide professional technical assistance and support to City network users. This position maintains computer hardware and software, server maintenance and updates, records maintenance, documents resolutions, and network administration. Responsible for working with City Administrator and Department Heads to develop and present I.T. policies and updates for approval by the City Council.

Supervision:

Received: Works under the supervision of the City Administration. However, position also works closely with the Police Department, Public Works—Water & Sewer, Finance and Administration.

Exercised: Not applicable.

Essential Duties & Responsibilities:

Hardware

1. Install, update and troubleshoot computer workstations and mobile device hardware.
2. Install and maintain accurate inventory of software licenses for City employees.
3. Maintain telephone and Xmedius fax system, and work with vendors as necessary.
4. Ensure the maintenance of printers, copiers and record sharescan users.
5. Responsible for ordering printer and copier supplies, as needed.
6. Install and terminate network cables.

Software

7. Install, update and troubleshoot computer and mobile device software applications.
8. Install and maintain accurate inventory of computer equipment for City employees.
9. Maintain software and licensing renewals, get quotes, order, install key codes.
10. Add and remove users from active directory and Microsoft licensing.

Customer Service

11. Provide technical assistance to all departments in the procurement, installation, and operation of computer equipment suitable for their needs.
12. Respond to telephone calls, emails and personnel requests for end user technical support
13. Identify, research, respond and accurately resolve technical problems in a timely manner.
14. Diagnose technical problems to determine level of technical assistance required; if unable to resolve problem, contact a consultant to resolve issue.
15. Help and assist with setting up Conference Room equipment and provide technical support.
16. Train PC users in software and operating systems use.

Other

17. Prepare annual I.T. budget for hardware replacement, software upgrades and contracted services.
18. Identify City I.T. needs in coordination with City Department Supervisors, Finance, and City Administrator.
19. Maintain and update City's official web site and assist with City-sponsored social media sites.
20. Maintain accurate records in network management systems such as Active Directory.
21. Maintain Routing, Switching and Firewall Management, to include Firewall configuration audits and updates.
22. Produce reports for helpdesk activity and efficiency.
23. Maintain warranties, registration certificates, maintenance logs and backup media logs.
24. Restore and back-up computer files and servers, along with monthly server updates and restarts.
25. Organize, schedule, prioritize and perform work and complete assignments accurately and within deadlines with a minimum of supervision.
26. Attend continual education, ongoing training and meetings as assigned.
27. Document resolutions for future reference.
28. Perform system backups and restores on Network servers and personal computers.
29. Review active / inactive users and their rights.
30. Review Microsoft 365 tenant logs.
31. Review Microsoft 365 tenant administrative users.
32. MFA - Multi-factor authentication.
33. Assist with review and updates of City Information Technology policies.
34. End user IT, security and e-mail training and simulation testing.
35. Review and update Access Permissions to the City's hosted website.
36. Update City's network and data center diagrams.
37. Annual penetration testing.
38. Update VMware Operating systems and Vcenter.
39. Test and evaluate new technology.

Peripheral Duties:

40. Operate a vehicle.
41. Carry a mobile device for contact outside of normal business hours, and respond to after-hours emergencies.
42. Perform additional tasks as requested or required.

Desired Minimum Qualifications:

1. Associate degree in Computer Science or related field; three (3) years of professional experience working with PC hardware and software equipment, or a combination of both.
2. Network and Security experience required.
3. SQL database experience preferred.
4. Preferred proficiency with Windows, software and hardware installation, computer utilities, printer repair; or any combination of education and experience that provides equivalent knowledge, skills and abilities.
5. Experience working with Voip and Foip systems.
6. Possess and maintain insurance acceptable driver's license.

7. Must be able to pass a background investigation for law enforcement purposes.
8. Able to effectively meet and deal with the public, to communicate effectively both verbally and in writing, and to follow oral and written instructions.
9. Maintain professional working relationships with users.
10. Ability to work independently in meeting all work tasks.
11. Apply procedures and interpret instructions accurately.
12. Possess troubleshooting and problem-solving skills.
13. Maintain security of confidential matters and materials.
14. Ability to research problems, and document solutions.
15. Requires working knowledge of all City-used software and database packages, equipment, along with routers, switches and firewalls.
16. Ability to respond to multiple service requests, and accurately prioritize service tasks, to ensure that City services are provided in the most efficient manner.

Education and Experience:

1. Associate degree in Computer Science or related field; or three (3) years experience working with PC hardware and software equipment.
2. Preferred proficiency with Windows, software and hardware installation, computer utilities, printer repair; or any combination of education and experience that provides equivalent knowledge, skills and abilities.
3. Possess and maintain insurance acceptable driver's license.
4. Must be able to pass a criminal background check.

Special Requirements: Understand the importance of safety by attending classes provided by the City through CVMIC and other trained staff because of exposure to accidents that could occur while working in the field.

Physical Demands: The physical demands described here are representative of those that should be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to walk; use hands to finger, handle or operate objects, tools or controls; and reach with hands and arms. The employee must routinely lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close and distant vision and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representatives of those an employee encounters while performing the essential functions of this job. Work indoors in a controlled-temperature environment. Work in outdoor environment occasionally. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Selection/Guidelines: Formal application, rating of education and experience; oral interview, and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if

the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City will provide new hire with a comprehensive on-boarding schedule, and will assist the new employee to ensure that training is provided in any areas related to the position requirements.

| Month | | | December | | | | 2024 | City of Baraboo | | | | | | | | | | | | Treasurer's Report | | | | | | | | | | Investment 2024 | | | | 1/17/2025 | |
|-------------------------|-----------------|--------|----------------|-----------|----------|---------|--------------|-----------------|--------------|------------|------------|------------|--------------|------------|------------|------------|------------|--------------|--------------|--------------------|--|--|--|--|--|--|--|--|--|-----------------|--|--|--|-----------|--|
| Bank Balance | | | | | | | Bank | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BANK INVESTMENTS | Type | Fund | Account | Term | Maturity | Rate | BSB | LGIP | CFB | SUM | BWD | PDS | PVL | WCCU | CCF | BMO | FICA | SCHWAB | Grand Total | | | | | | | | | | | | | | | | |
| Alma Waite Account | NOW account | 820 | 104502957 | Daily | | 1.76% | 38,731.95 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 38,731.95 | | | | | | | | | | | | | | | | |
| Alma Waite Trust Fund | Cert of Deposit | 820 | 7758002185 | 12 months | 4/6/25 | 4.80% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 105,857.80 | 0.00 | 0.00 | 105,857.80 | | | | | | | | | | | | | | | |
| | | | 148901-106 | 13 months | 8/9/25 | 5.00% | 0.00 | 0.00 | 0.00 | 0.00 | 204,762.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 204,762.36 | | | | | | | | | | | | | | | |
| | | | 54962-116 | 13 months | 6/29/25 | 4.91% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 112,739.55 | 0.00 | 0.00 | 0.00 | 112,739.55 | | | | | | | | | | | | | | | |
| | | | 40083813 | 12 months | 7/26/25 | 5.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 0.00 | 0.00 | 200,000.00 | | | | | | | | | | | | | | | |
| | Investment Pool | 820 | 856206-3 | Daily | | 4.61% | 0.00 | 98,808.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 98,808.03 | | | | | | | | | | | | | | | |
| | Dana Investment | 820 | 3694-7092 | (blank) | | 3.75% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 500,000.00 | 500,000.00 | | | | | | | | | | | | | | | | |
| CDA-Grant Accounts | Checking | 220 | 1000934/114639 | Daily | | none | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 | | | | | | | | | | | | | | | | |
| CDA-Loan Accounts | (blank) | 983 | (blank) | (blank) | | (blank) | 255,441.66 | 191,596.99 | 541,655.70 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 988,694.35 | | | | | | | | | | | | | | | | |
| Friends of the Library | Savings | 940 | 103035891 | Daily | | 0.15% | 18,330.66 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18,330.66 | | | | | | | | | | | | | | | | |
| General Cash Account | Checking / NOW | 100 | 1000306/9830 | Daily | | 10%/50% | 2,245,574.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,245,574.60 | | | | | | | | | | | | | | | | |
| | Deposit Placeme | 100 | 101066015 | Daily | | 0.50% | 1,302,662.81 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,302,662.81 | | | | | | | | | | | | | | | | |
| General Fund | Money Market | 100 | 86190136 | Daily | | 1.47% | 0.00 | 0.00 | 1,538,125.49 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,538,125.49 | | | | | | | | | | | | | | | | |
| | | | 163563 | Daily | | 3.50% | 0.00 | 0.00 | 0.00 | 0.00 | 138,655.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 138,655.10 | | | | | | | | | | | | | | | | |
| | | | 471582 | Daily | | 2.15% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 254,860.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 254,860.63 | | | | | | | | | | | | | | | | |
| | | | 10080968 | Daily | | 2.78% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 380,887.53 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 380,887.53 | | | | | | | | | | | | | | | | |
| | | | 54962-07 | Daily | | 2.05% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 214,392.32 | 0.00 | 0.00 | 0.00 | 0.00 | 214,392.32 | | | | | | | | | | | | | | | | |
| | | | 20032292 | Daily | | 4.91% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 254,914.19 | 0.00 | 0.00 | 0.00 | 254,914.19 | | | | | | | | | | | | | | | | |
| | | | 2061232 | Daily | | 1.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 141,206.46 | 0.00 | 0.00 | 141,206.46 | | | | | | | | | | | | | | | | |
| | Cert of Deposit | 100 | 60000014 | 12 months | 5/31/25 | 4.90% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | | | | | | | | | | | | | | | | |
| | | | 54962-109 | 13 months | 4/15/25 | 4.91% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 207,524.59 | 0.00 | 0.00 | 0.00 | 0.00 | 207,524.59 | | | | | | | | | | | | | | | | |
| | | | 7758005084 | 9 months | 1/23/25 | 4.95% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 0.00 | 0.00 | 200,000.00 | | | | | | | | | | | | | | | | |
| | | | 54962-115 | 13 months | 5/29/25 | 4.91% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 204,970.72 | 0.00 | 0.00 | 0.00 | 0.00 | 204,970.72 | | | | | | | | | | | | | | | | |
| | | | 3917244 | 10 months | 3/20/25 | 4.78% | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | | | | | | | | | | | | | | | | |
| | | | 3921577 | 10 months | 5/29/25 | 4.78% | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | | | | | | | | | | | | | | | | |
| | | | 7071718 | 11 months | 8/17/25 | 4.67% | 150,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | | | | | | | | | | | | | | | | |
| | | | 7071719 | 22 months | 7/17/26 | 4.28% | 150,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | | | | | | | | | | | | | | | | |
| | | | 54962-113 | 22 months | 9/18/26 | 3.94% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | | | | | | | | | | | | | | | | |
| | Investment Pool | 100 | 856206-1 | Daily | | 4.61% | 0.00 | 2,004,560.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,004,560.34 | | | | | | | | | | | | | | | | |
| | Deposit Placeme | 100 | 104791111271 | Daily | | 4.55% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,263,678.41 | 0.00 | 2,263,678.41 | | | | | | | | | | | | | | | |
| | | | 10090686 | Daily | | 2.75% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,532,724.93 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,532,724.93 | | | | | | | | | | | | | | | | |
| | Dana Investment | 100 | 3694-7092 | (blank) | | 3.75% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,200,000.00 | 1,200,000.00 | | | | | | | | | | | | | | | | |
| General Fund-Bond Issue | Money Market | 100 | 104557859 | Daily | | 5.03% | 1,405,823.69 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,405,823.69 | | | | | | | | | | | | | | | | |
| | Investment Pool | 100 | 856206-2 | Daily | | 4.61% | 0.00 | 891,234.70 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 891,234.70 | | | | | | | | | | | | | | | | |
| | Deposit Placeme | 100 | 10090686 | Daily | | 2.75% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 445,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 445,000.00 | | | | | | | | | | | | | | | | |
| Library Segregated Fund | Cert of Deposit | 850 | 1819638 | 9 months | 7/2/25 | 4.40% | 0.00 | 0.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | | | | | | | | | | | | | | | | |
| | NOW account | 850 | 104551192 | Daily | | 2.01% | 133,626.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 133,626.58 | | | | | | | | | | | | | | | | |
| Park House Account | NOW account | 890 | 101001035 | Daily | | 0.50% | 2,502.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,502.20 | | | | | | | | | | | | | | | | |
| Park Kuenzi Estate | Cert of Deposit | 830 | 54962-105 | 13 months | 4/15/25 | 4.91% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12,782.05 | 0.00 | 0.00 | 0.00 | 12,782.05 | | | | | | | | | | | | | | | | |
| | | | 3921585 | 10 months | 5/29/25 | 4.78% | 0.00 | 0.00 | 0.00 | 0.00 | 10,421.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,421.74 | | | | | | | | | | | | | | | | |
| Park Segregated Fund | Cert of Deposit | 870 | 7071716 | 11 months | 8/17/24 | 4.67% | 30,349.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30,349.29 | | | | | | | | | | | | | | | | |
| | | | 7071717 | 22 months | 7/17/26 | 4.28% | 28,298.78 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28,298.78 | | | | | | | | | | | | | | | | |
| | NOW account | 840/87 | 1000-888 | Daily | | 1.76% | 43,728.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 43,728.28 | | | | | | | | | | | | | | | | |
| Sewer Debt Service | NOW account | 960 | 104506359 | Daily | | 2.01% | 116,144.44 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 116,144.44 | | | | | | | | | | | | | | | | |
| Sewer Depreciation Fund | Money Market | 960 | 20083858 | Daily | | 5.12% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 70,896.37 | 0.00 | 0.00 | 0.00 | 70,896.37 | | | | | | | | | | | | | | | | |
| Sewer Equipment Replac | Cert of Deposit | 960 | 54962-114 | 13 months | 9/30/25 | 4.91% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 269,095.78 | 0.00 | 0.00 | 0.00 | 269,095.78 | | | | | | | | | | | | | | | | |
| | NOW account | 960 | 104522281 | Daily | | 2.01% | 86,344.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86,344.26 | | | | | | | | | | | | | | | | |
| | Dana Investment | 960 | 3694-7092 | (blank) | | 3.75% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 650,000.00 | 650,000.00 | | | | | | | | | | | | | | | | |
| Sewer General | Cert of Deposit | 960 | 148901-101 | 17 months | 2/9/24 | 4.94% | 0.00 | 0.00 | 0.00 | 210,343.96 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 210,343.96 | | | | | | | | | | | | | | | | |
| | Investment Pool | 960 | 856206-7 | Daily | | 4.61% | 0.00 | 852,618.48 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 852,618.48 | | | | | | | | | | | | | | | | |
| | NOW account | 960 | 104550099 | Daily | | 2.01% | 80,493.79 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 80,493.79 | | | | | | | | | | | | | | | | |
| | Dana Investment | 960 | 3694-7092 | (blank) | | 3.75% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300,000.00 | 300,000.00 | | | | | | | | | | | | | | | | |
| Stormwater | Dana Investment | 950 | 3694-7092 | (blank) | | 3.75% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 200,000.00 | | | | | | | | | | | | | | | | |
| Stormwater Equip Replac | Money Market | 950 | 104565819 | Daily | | 2.01% | 70,976.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 70,976.90 | | | | | | | | | | | | | | | | |
| Stormwater Utility | Cert of Deposit | 950 | 148901-100 | 13 months | 6/30/25 | 5.10% | 0.00 | 0.00 | 0.00 | 123,581.64 | 0.00 | 0.00 | 0.00 | 0.00 | </ | | | | | | | | | | | | | | | | | | | | |

TREASURER'S INVESTMENT REPORT for December 2024

| Average Rate of Return on Current Deposits | | | | | Benchmarks: | |
|--|--|-------------------|------------|-------|----------------|-------|
| Total Receipts: | 6,706,787.00 | | Avg Term | | LGIP | 4.61% |
| | | General Funds: | 3.8 M | 3.16% | | |
| Total Disbursements: | 1,746,900.10 | Utility Funds: | 13.3 M | 4.08% | 90-day T-bill: | 4.35% |
| | | Segregated Funds: | 17.8 | 4.23% | | |
| | | Securities w/Dana | 3.13 years | 4.34% | 6M CD: | 3.90% |
| | | All Funds: | 7.3 M | 3.59% | 12M CD: | 3.99% |
| | | | Liquid: | 72% | 18M CD | 3.46% |
| | | Term: | 28% | | | |
| Policy Objectives: | | | | | | |
| Safety: | ▪ \$3,500,000 has been invested in marketable securities with Dana Investments, these are not guaranteed. | | | | | |
| Liquidity: | ▪ Moving liquid funds to CDs when possible. Liquidity is high as we have tax dollars in hand. | | | | | |
| Yield: | ▪ CD rates are starting to level out. Shorter term are going down, while longer term are starting to raise | | | | | |

| TRANSACTIONS | | | | | | | | | | | |
|--------------|--------|------|----------------|------|--------|------|------|---------------|------|--------|----------|
| # | Action | Type | Identification | Bank | Acct # | Note | Term | Maturity Date | Rate | Amount | Interest |

INVESTMENT ADVISOR TRANSACTIONS

| # | Action | Type | Identification | Price | Rating | Note | Term/WAL | Maturity Date | Yield to Worst | | Amount | Interest |
|-----|---------|------|----------------|----------|--------|------|------------|---------------|----------------|----------|--------------|-------------|
| | | | | | | | | | Yield | Maturity | | |
| (1) | MATURED | FHLB | 3130APVZ5 | 100.0000 | | | 3 years | 12/2/2024 | 1.05% | | \$150,000.00 | Semi-annual |
| (2) | CALLED | FFCB | 3133ERRX1 | 100.0000 | | | 3 mos | 12/29/2024 | 4.90% | | \$150,000.00 | Semi-annual |
| (3) | BUY | FHLB | 3130B3YS6 | 100.0000 | | | 3 years | 12/3/2027 | 4.52% | | \$200,000.00 | Semi-annual |
| (4) | BUY | FHLB | 3130B45M9 | 100.0000 | | | 3.75 years | 9/12/2028 | 4.55% | | \$200,000.00 | Semi-annual |

Portfolio Summary

November 29, 2024 - December 31, 2024

PORTFOLIO ALLOCATION SUMMARY

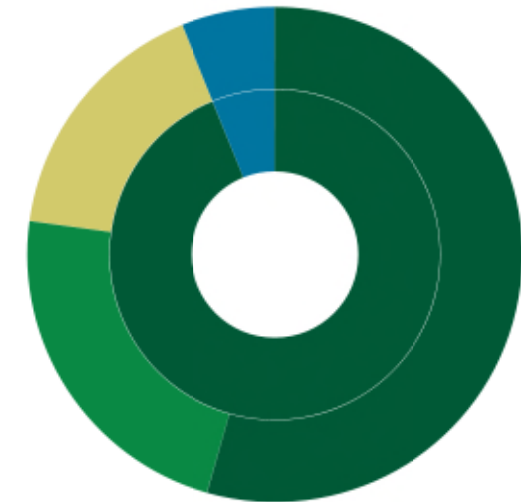
| Asset Type | Market | % Assets | Est. Income |
|-------------------------------------|--------------|----------|-------------|
| Agency Bonds | 1,910,960.02 | 54.40 | 81,750.00 |
| Mortgage Bonds | 586,387.01 | 16.72 | 34,246.61 |
| Short Term Investments | 212,333.52 | 6.10 | 7,505.81 |
| Small Business Administration Bonds | 800,752.99 | 22.78 | 47,467.86 |
| Total Portfolio | 3,510,433.54 | 100.00 | 170,970.27 |

| | Market | Cost | YTD Market | YTD Cost |
|-------------------------------|----------------|----------------|----------------|----------------|
| Portfolio Value on 11/29/2024 | \$3,517,357.80 | \$3,540,333.04 | \$3,480,444.32 | \$3,529,186.38 |
| Contributions/Withdrawals | (\$20,087.90) | (\$20,087.90) | (\$152,115.19) | (\$152,115.19) |
| Interest | \$10,036.83 | \$10,036.83 | \$161,378.74 | \$161,378.74 |
| Dividends | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Unrealized Gain/Loss | (\$1,215.71) | \$0.00 | \$7,114.58 | \$0.00 |
| Realized Gain/Loss | (\$171.67) | (\$427.87) | \$10,553.90 | (\$7,138.83) |
| Change in Accrued Income | \$4,514.19 | \$4,514.19 | \$3,057.19 | \$3,057.19 |
| Portfolio Value on 12/31/2024 | \$3,510,433.54 | \$3,534,368.29 | \$3,510,433.54 | \$3,534,368.29 |
| Total Gain | \$13,163.64 | \$14,123.15 | \$182,104.41 | \$157,297.10 |
| Annualized Cash Flow Yield | | 4.91 % | | 4.52 % |

Unannualized Returns For Period

| | | YTD |
|-----------------------------|--------|--------|
| Total Return, Gross of Fees | 0.38 % | 5.33 % |

CURRENT PERIOD ALLOCATION



Asset Class

- Fixed Income, 93.9%
- Cash, 6.1%

Sector

- Agency Bonds, 54.4%
- Small Business Administration Bonds, 22.78%
- Mortgage Bonds, 16.72%
- Short Term Investments, 6.1%

Bond Characteristics

| Credit Rating | Avg Maturity | Yield to Worst | Eff Duration |
|---------------|--------------|----------------|--------------|
| Aaa | 2.21 | 4.74 | 1.18 |

Portfolio Appraisal

November 29, 2024 - December 31, 2024

| Quantity | Identifier | Description | Unit Cost | Cost | Price | Market Value | Income Accrued | % Assets | Estimated Income | Current Yield |
|--|------------|---|-----------|---------------------|--------|---------------------|-------------------|--------------|---------------------|------------------|
| Cash | | | | | | | | | | |
| Short Term Investments | | | | 197,068.92 | | 197,068.92 | .00 | 5.66 | 7,505.81 | 3.81 |
| Cash Equivalents | | | | 197,068.92 | | 197,068.92 | .00 | 5.66 | 7,505.81 | 3.81 |
| | 000009 | Cash - Money Fund | | 18,793.92 | | 18,793.92 | .00 | .54 | 18.79 | .10 |
| 178,275 | 808515613 | Schwab Govt Money Fund | 1.00 | 178,275.00 | 1.00 | 178,275.00 | .00 | 5.12 | 7,487.02 | 4.20 |
| Total Cash | | | | 197,068.92 | | 197,068.92 | .00 | 5.66 | 7,505.81 | 3.81 |
| Bonds | | | | | | | | | | |
| Agency Bonds | | | | 1,899,922.50 | | 1,893,662.75 | 17,297.27 | 54.40 | 81,750.00 | 4.32 |
| Fixed Rate Agency | | | | 1,899,922.50 | | 1,893,662.75 | 17,297.27 | 54.40 | 81,750.00 | 4.32 |
| FFCB Fixed Rate Agency | | | | 699,847.50 | | 699,503.75 | 10,717.38 | 20.10 | 32,590.00 | 4.66 |
| 200,000 | 3133ERWC1 | FEDERAL FARM CREDIT BANK 4.23% Due 04/03/2026 | 99.96 | 199,915.00 | 99.67 | 199,345.60 | 2,068.00 | 5.73 | 8,460.00 | 4.24 |
| 150,000 | 3133ERMG3 | FEDERAL FARM CREDIT BANK 4.9% Due 07/29/2026 | 99.99 | 149,977.50 | 100.25 | 150,373.50 | 3,103.33 | 4.32 | 7,350.00 | 4.89 |
| 200,000 | 3133ERTG6 | FEDERAL FARM CREDIT BANK 4.58% Due 09/17/2026 | 100.01 | 200,015.00 | 99.86 | 199,724.20 | 2,646.22 | 5.74 | 9,160.00 | 4.59 |
| 150,000 | 3133ERPG0 | FEDERAL FARM CREDIT BANK 5.08% Due 08/14/2028 | 99.96 | 149,940.00 | 100.04 | 150,060.45 | 2,899.83 | 4.31 | 7,620.00 | 5.08 |
| FHLB Fixed Rate Agency | | | | 800,045.00 | | 796,480.80 | 3,389.89 | 22.88 | 31,360.00 | 3.94 |
| 200,000 | 3130AR6F3 | FEDERAL HOME LOAN BANK 2% Due 03/24/2025 | 100.00 | 200,000.00 | 99.46 | 198,910.40 | 1,077.78 | 5.71 | 4,000.00 | 2.01 |
| 200,000 | 3130B3HX4 | FEDERAL HOME LOAN BANK 4.61% Due 11/13/2026 | 100.01 | 200,015.00 | 99.92 | 199,834.00 | 1,229.33 | 5.74 | 9,220.00 | 4.61 |
| 200,000 | 3130B3YS6 | FEDERAL HOME LOAN BANK 4.52% Due 12/03/2027 | 100.01 | 200,015.00 | 99.61 | 199,222.40 | 627.78 | 5.72 | 9,040.00 | 4.54 |
| 200,000 | 3130B45M9 | FEDERAL HOME LOAN BANK 4.55% Due 09/12/2028 | 100.01 | 200,015.00 | 99.26 | 198,514.00 | 455.00 | 5.70 | 9,100.00 | 4.58 |
| FNMA Fixed Rate Agency | | | | 400,030.00 | | 397,678.20 | 3,190.00 | 11.43 | 17,800.00 | 4.48 |
| 200,000 | 3135GAWZ0 | FANNIE MAE 4.5% Due 10/25/2027 | 100.01 | 200,015.00 | 99.44 | 198,885.80 | 1,650.00 | 5.71 | 9,000.00 | 4.53 |
| 200,000 | 3135GAXB2 | FANNIE MAE 4.4% Due 10/28/2027 | 100.01 | 200,015.00 | 99.40 | 198,792.40 | 1,540.00 | 5.71 | 8,800.00 | 4.43 |
| Mortgage Bonds | | | | 590,153.15 | | 581,909.23 | 4,477.78 | 16.72 | 34,246.61 | 5.89 |
| Adjustable Rate Mortgages | | | | 590,153.15 | | 581,909.23 | 4,477.78 | 16.72 | 34,246.61 | 5.89 |
| FHLMC - Adjustable Rate Mortgages | | | | 304,481.52 | | 301,486.50 | 3,225.14 | 8.66 | 19,214.84 | 6.37 |
| 3,027 | 31300MPF4 | FH 849422 6.633% Due 02/01/2043 | 104.31 | 3,157.58 | 102.72 | 3,109.36 | 33.27 | .09 | 200.78 | 6.46 |
| 3,895 | 31300MWE9 | FH 849645 6.897% Due 06/01/2043 | 104.81 | 4,082.97 | 102.10 | 3,977.21 | 44.86 | .11 | 268.67 | 6.76 |
| 9,357 | 31347AH72 | FH 840254 7.079% Due 07/01/2043 | 103.75 | 9,707.97 | 103.60 | 9,693.96 | 110.83 | .28 | 662.39 | 6.83 |
| 7,224 | 31347ATG9 | FH 840551 6.463% Due 03/01/2045 | 103.19 | 7,454.03 | 102.63 | 7,414.09 | 77.92 | .21 | 466.87 | 6.30 |
| 27,358 | 31347A7L2 | FH 840899 6.699% Due 11/01/2045 | 101.87 | 27,870.69 | 102.60 | 28,067.85 | 305.94 | .81 | 1,832.70 | 6.53 |
| 18,301 | 31326NF55 | FH 2B7388 7.066% Due 01/01/2046 | 101.87 | 18,644.05 | 103.49 | 18,938.94 | 215.20 | .54 | 1,293.14 | 6.83 |
| 22,959 | 31288QG38 | FH 841118 7.184% Due 05/01/2046 | 103.73 | 23,816.03 | 102.99 | 23,646.17 | 280.49 | .68 | 1,649.35 | 6.98 |

2493 - City of Baraboo Reserve Funds

Portfolio Appraisal

November 29, 2024 - December 31, 2024

| Quantity | Identifier | Description | Unit Cost | Cost | Price | Market Value | Income Accrued | % Assets | Estimated Income | Current Yield |
|--|------------|----------------------------------|-----------|-------------------|--------|-------------------|-------------------|--------------|---------------------|------------------|
| Bonds | | | | | | | | | | |
| 69,272 | 31288QK58 | FH 841216 6.747% Due 05/01/2046 | 104.16 | 72,151.37 | 102.58 | 71,057.54 | 780.60 | 2.04 | 4,673.80 | 6.58 |
| 43,715 | 31288QE55 | FH 841045 6.399% Due 11/01/2046 | 102.94 | 44,999.51 | 102.46 | 44,791.87 | 467.54 | 1.29 | 2,797.35 | 6.25 |
| 38,028 | 31288QHZ6 | FH 841148 7.204% Due 09/01/2047 | 104.36 | 39,685.62 | 102.99 | 39,164.00 | 460.23 | 1.13 | 2,739.53 | 7.00 |
| 50,984 | 31288QMQ0 | FH 841267 5.159% Due 08/01/2050 | 103.78 | 52,911.70 | 101.26 | 51,625.51 | 448.26 | 1.48 | 2,630.26 | 5.09 |
| FNMA - Adjustable Rate Mortgages | | | | 129,455.89 | | 129,111.72 | 707.27 | 3.71 | 8,487.30 | 6.57 |
| 49,230 | 3140J57K9 | FN BM1797 6.748% Due 12/01/2035 | 102.81 | 50,614.44 | 102.16 | 50,293.42 | 276.84 | 1.44 | 3,322.03 | 6.61 |
| 16,010 | 3140J7UU7 | FN BM3294 6.893% Due 06/01/2042 | 103.69 | 16,600.32 | 103.38 | 16,551.23 | 91.96 | .48 | 1,103.57 | 6.67 |
| 7,004 | 3138XMRB8 | FN AV9481 6.269% Due 07/01/2043 | 103.56 | 7,253.88 | 101.85 | 7,133.99 | 36.59 | .20 | 439.10 | 6.16 |
| 20,069 | 3140J9B91 | FN BM4563 7.214% Due 03/01/2044 | 102.00 | 20,469.94 | 103.16 | 20,703.62 | 120.65 | .59 | 1,447.75 | 6.99 |
| 2,984 | 3138ETLW4 | FN AL8440 6.661% Due 07/01/2044 | 103.50 | 3,088.24 | 102.94 | 3,071.58 | 16.56 | .09 | 198.75 | 6.47 |
| 5,444 | 3138ERWF3 | FN AL9645 6.673% Due 07/01/2044 | 103.75 | 5,648.18 | 102.83 | 5,597.92 | 30.27 | .16 | 363.28 | 6.49 |
| 25,106 | 3140JA2J6 | FN BM6176 6.424% Due 01/01/2045 | 102.69 | 25,780.89 | 102.60 | 25,759.96 | 134.40 | .74 | 1,612.82 | 6.26 |
| GNMA - Adjustable Rate Mortgages | | | | 156,215.74 | | 151,311.01 | 545.37 | 4.35 | 6,544.47 | 4.33 |
| 26,789 | 36225CX92 | G2 80703 4.875% Due 06/20/2033 | 103.13 | 27,625.77 | 100.74 | 26,987.29 | 108.83 | .78 | 1,305.95 | 4.84 |
| 26,369 | 36225C4B9 | G2 80817 4.625% Due 01/20/2034 | 103.34 | 27,250.98 | 101.00 | 26,633.69 | 101.63 | .77 | 1,219.58 | 4.58 |
| 11,372 | 36225EN40 | G2 82210 3.75% Due 11/20/2038 | 102.75 | 11,684.26 | 100.64 | 11,444.50 | 35.54 | .33 | 426.43 | 3.73 |
| 12,996 | 36225EQ47 | G2 82274 4.625% Due 01/20/2039 | 102.63 | 13,337.35 | 99.90 | 12,983.36 | 50.09 | .37 | 601.07 | 4.63 |
| 17,958 | 36225EUG5 | G2 82382 4.625% Due 09/20/2039 | 102.69 | 18,440.95 | 100.83 | 18,107.02 | 69.21 | .52 | 830.57 | 4.59 |
| 12,146 | 36225EVG4 | G2 82414 5.75% Due 10/20/2039 | 103.81 | 12,609.35 | 101.40 | 12,316.89 | 58.20 | .35 | 698.41 | 5.67 |
| 12,809 | 36179SVH7 | G2 MA4216 4.5% Due 01/20/2047 | 100.75 | 12,904.68 | 101.36 | 12,982.47 | 48.03 | .37 | 576.39 | 4.44 |
| 30,895 | 3622AAPQ1 | G2 785031 2.868% Due 05/20/2050 | 104.75 | 32,362.40 | 96.64 | 29,855.79 | 73.84 | .86 | 886.07 | 2.97 |
| Small Business Administration Bonds | | | | 802,222.20 | | 792,791.12 | 7,961.87 | 22.78 | 47,467.86 | 5.99 |
| Adjustable Rate - SBAs | | | | 802,222.20 | | 792,791.12 | 7,961.87 | 22.78 | 47,467.86 | 5.99 |
| Prime Rate | | | | 802,222.20 | | 792,791.12 | 7,961.87 | 22.78 | 47,467.86 | 5.99 |
| 18,090 | 83164FVQ4 | SBA 505123 5.75% Due 12/25/2025 | 100.19 | 18,123.92 | 99.39 | 17,979.31 | 185.15 | .52 | 1,040.18 | 5.79 |
| 26,716 | 83164MU80 | SBA 510507 8.325% Due 10/25/2026 | 105.97 | 28,310.45 | 101.18 | 27,031.09 | 378.85 | .78 | 2,224.09 | 8.23 |
| 32,945 | 83164MSW0 | SBA 510433 5.5% Due 06/25/2029 | 100.37 | 33,068.56 | 100.12 | 32,984.76 | 304.51 | .95 | 1,811.98 | 5.49 |
| 8,806 | 83164JF50 | SBA 507388 6.5% Due 10/25/2030 | 104.13 | 9,168.79 | 100.50 | 8,849.71 | 95.97 | .25 | 572.36 | 6.47 |
| 62,224 | 83164MUT4 | SBA 510494 5.65% Due 05/25/2031 | 100.87 | 62,768.55 | 100.26 | 62,383.76 | 589.14 | 1.79 | 3,515.66 | 5.64 |
| 165,592 | 8316A0MS6 | SBA 530368 5.5% Due 11/25/2033 | 99.56 | 164,868.00 | 99.62 | 164,964.38 | 1,532.54 | 4.74 | 9,107.59 | 5.52 |
| 77,586 | 83165ABR4 | SBA 521648 5.838% Due 09/25/2034 | 100.25 | 77,779.85 | 101.13 | 78,461.39 | 757.33 | 2.25 | 4,529.47 | 5.77 |
| 103,329 | 83164MU72 | SBA 510506 5.35% Due 12/25/2034 | 100.00 | 103,328.82 | 99.23 | 102,533.28 | 924.27 | 2.95 | 5,528.09 | 5.39 |

Portfolio Appraisal

November 29, 2024 - December 31, 2024

| Quantity | Identifier | Description | Unit Cost | Cost | Price | Market Value | Income Accrued | % Assets | Estimated Income | Current Yield |
|--------------------|------------|----------------------------------|-----------|---------------------|--------|---------------------|-------------------|--------------|---------------------|------------------|
| Bonds | | | | | | | | | | |
| 21,088 | 83164LAV3 | SBA 509020 7.325% Due 03/25/2036 | 105.50 | 22,247.51 | 100.76 | 21,248.10 | 258.06 | .61 | 1,544.67 | 7.27 |
| 19,779 | 83164LFB2 | SBA 509162 7.325% Due 12/25/2036 | 106.44 | 21,052.20 | 101.17 | 20,010.37 | 241.99 | .57 | 1,448.81 | 7.24 |
| 14,741 | 83164LSA0 | SBA 509513 6.5% Due 06/25/2039 | 106.00 | 15,625.06 | 99.63 | 14,686.78 | 159.97 | .42 | 958.14 | 6.52 |
| 17,438 | 83164LSW2 | SBA 509533 6.605% Due 07/25/2039 | 104.25 | 18,178.81 | 100.26 | 17,482.66 | 192.29 | .50 | 1,151.76 | 6.59 |
| 10,488 | 83164LXM8 | SBA 509684 6.75% Due 06/25/2040 | 105.81 | 11,098.17 | 101.99 | 10,697.48 | 118.18 | .31 | 707.97 | 6.62 |
| 92,544 | 83164MGE3 | SBA 510097 6.75% Due 12/25/2042 | 104.50 | 96,708.59 | 103.80 | 96,059.75 | 1,042.36 | 2.76 | 6,246.73 | 6.50 |
| 40,826 | 83164MUL1 | SBA 510487 5.4% Due 10/25/2044 | 100.00 | 40,825.54 | 98.94 | 40,393.29 | 367.86 | 1.16 | 2,204.58 | 5.46 |
| 74,156 | 83164M4X4 | SBA 510738 6.575% Due 10/25/2045 | 106.63 | 79,069.38 | 103.87 | 77,025.01 | 813.40 | 2.21 | 4,875.79 | 6.33 |
| Total Bonds | | | | 3,292,297.85 | | 3,268,363.10 | 29,736.92 | 93.90 | 163,464.47 | 5.00 |

| | | | |
|--|---------------------|---------------------|------------------|
| Total Portfolio | 3,489,366.77 | 3,465,432.02 | 29,736.92 |
| Paydown Receivable | 15,264.60 | 15,264.60 | |
| Interest Accrued | 29,736.92 | 29,736.92 | |
| Dividends Accrued | 0.00 | 0.00 | |
| Total Portfolio with Accruals & Receivables | 3,534,368.29 | 3,510,433.54 | |

The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).

Finance/Personnel Committee Meeting Minutes

December 10, 2024, 5:30 p.m.
City Hall, Committee Room #205
101 South Blvd., Baraboo, WI 53913

Members Present: Sloan, Kent, Kierzek
Others Present: Mayor Nelson, Administrator Young, Clerk Zeman, J. Ostrander, R. LaBroscian,
R. Sinden, T. Pinion, P. Cannon, D. Olson, Paul Kujak, Dennis Kluge, Brett Topham

1. Call Meeting to Order

Chairman Sloan called the meeting to order at 5:30pm.

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of November 26, 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 paying \$1,703,275.00 in Accounts Payable.

CARRIED (3 to 0)

2.b Weights and Measures

Clerk Zeman presented the 2024 Weights & Measures which is based on a report of inspections provided by the State.

Moved by: Kent

Seconded by: Kierzek

Recommend approving the Annual Weights & Measures Assessments for 2024.

CARRIED (3 to 0)

2.c Uncollectible Accounts

J. Ostrander presented the uncollectible accounts, majority of them are police department medical transports.

Moved by: Kent

Seconded by: Kierzek

Recommend approve writing off uncollectible accounts.

CARRIED (3 to 0)

2.d Baraboo School District, Facility Intergovernmental Agreement

Administrator J. Young noted that this agreement is for emergency events within the Baraboo School District where evacuation is required. This agreement would allow for use of one of the City's buildings as needed, in the event of an emergency.

Moved by: Kent

Seconded by: Kierzek

Recommend approving an Intergovernmental Agreement (IGA) with the Baraboo School District for use of a City owned facility.

CARRIED (3 to 0)

2.e Assessor Services, 2025-2027

Clerk Zeman noted that staff had reviewed proposals received for assessor services, only two proposals were received. Based on feedback given from the Finance Committee to learn more

towards a "market update" vs a full revaluation, staff made the recommendation to go with Accurate Appraisal, LLC. The new contract includes maintenance evaluation in 2025, a market update in 2026, and maintenance evaluation in 2027. The market update should bring our assessment ratio back to 100% as required.

Recommend contracting with Accurate Appraisal, LLC for assessor services for 2025-2027

CARRIED (3 to 0)

2.f Municipal Property Insurance Company

J. Ostrander noted that staff met with a representative from MPIC. It was discovered that the city did not have coverage for Pier and Wharf inland replacement. Staff also reviewed the options for deductibles and is recommending increasing the deductible for building/personal property from \$2,500 to \$5,000 which would would save \$3,409.

Moved by: Kent

Seconded by: Kierzek

Recommend approving a one-year renewal for Property Insurance with Municipal Property Insurance Company (MPIC), increasing the deductible to \$5,000 and including Pier and Wharf inland replacement coverage.

CARRIED (3 to 0)

2.g Baraboo School District, Therapy Dog

Chief Sinden explained that the police department has been looking into a therapy dog for a few years. A therapy dog decreases stress, anxiety, and aggressive behavior. They increase socialization and encourage communication, assisting children with speech impediments. The day to day deployment of the therapy dog will be the Middle School; an environment that best suits a therapy dog. The dog is a tool that is deployable to any traumatic situation within the City. The plan is to fund this, about 95-97%, with donations and already budgeted salary funds. The police department is confident that this will be funded without any additional tax funds.

Moved by: Kent

Seconded by: Kierzek

Recommend approving a Memorandum of Understanding (MOU) with the Baraboo School District for a therapy dog.

CARRIED (3 to 0)

2.h Shared Ride Taxi Agreement

J. Ostrander explained that it is the recommendation of the evaluation committee to execute a contract with Running, Inc. for the shared ride taxi service. Staff has met with representatives for Running, Inc to discuss the sale of tickets, punch cards, and the transition.

Moved by: Kierzek

Seconded by: Kent

Recommend authorizing the Mayor and City Clerk to execute the 2025 Shared Ride Taxi Operating Contract with Running, Inc. for taxi Service for 2025-2026.

CARRIED (3 to 0)

2.i Shared Ride Taxi Lease, Running Inc.

J. Ostrander noted that the City currently owns 8 vehicles to be used for the shared ride taxi service. These vehicles will be leased to Running Inc, as they will be the provider of this service effective January 1st. Staff inspects the vehicles on an annual basis for normal wear and tear, mileage, etc.

Moved by: Kent

Seconded by: Kierzek

Recommend authorizing the Mayor and City Clerk to execute the Motor Vehicle Lease with Running, Inc. for 2025

CARRIED (3 to 0)

2.j Issuance of Interim Community Development Revenue Bonds

P. Cannon noted that this is a refinance of the \$800,000 line of credit that was taken out last year for the construction of the Fire/EMS Stations. The original note will become due on the 28th of December, we will refinance on the 27th. Once we have approval from USDA, we will be able to retire this note and take out another larger line of credit for the actual construction of the buildings. The original line of credit was used to purchase the land and other expenses.

Moved by: Kent

Seconded by: Kierzek

Recommend approving a Resolution Approving the Issuance of \$847,400 Interim Community Development Revenue Bonds by the Community Development Authority.

CARRIED (3 to 0)

2.k Energy Audit Agreement

Administrator Young explained that RFP's were sent out for an energy audit as part of the Energy Efficiency and Conservation Grant that was received by the City. Staff's recommendation is to contract with SCS Engineers to complete the energy audit of all city facilities, not to exceed the \$75,000 grant received.

Moved by: Kent

Seconded by: Kierzek

Recommend authorizing the Mayor and City Administrator to enter into an agreement with SCS Engineers for an energy audit as part of the PSC's Energy Efficiency and Conservation Grant.

CARRIED (3 to 0)

2.l Public Works Storage Buildings Project

T. Pinion noted that \$550,000 is included in the 2025 budget for the construction of two buildings at the City Services Bldg. One is a 6500 sand/salt storage building and one is cold storage building, open front. We received four bids and staff is recommending we go with the lowest bidder, AMERICON, for \$492,825. The extra budgeted funds will be used to run utilities out to the buildings.

Moved by: Kent

Seconded by: Kierzek

Recommend accepting the low bid from AMERICAN, in the amount of \$492,825, for the 2025 Storage Buildings Projects.

CARRIED (3 to 0)

2.m Line of Credit, Community First Bank TID #11 Draw

J. Ostrander presented the current expenses for TID #11, primarily infrastructure for Spencer Court as part of the Spirit Lake Development.

Moved by: Kierzek

Seconded by: Kent

Recommend approval of a draw of \$120,520.80 from the Line of Credit with Community First Bank for TID #11

CARRIED (3 to 0)

2.n Police Chief Salary

J. Young presented the recommended salary range for the hiring of the Police Chief. Staff reached out to a total of 16 comparable communities, requesting their current salary information. Based on the information provided, staff calculated a minimum salary of \$92,855 and the average "ceiling" at about \$125,336. After reviewing the comparable salaries, this recommended salary range allows us to fall within mid-range. Paul Kujak, President of the Police Commission, spoke in favor of this salary recommendation.

Moved by: Kent

Seconded by: Kierzek

Recommend the hiring salary range of \$102,263 - \$118,102 for the Police Chief.

CARRIED (3 to 0)

2.o Lease Agreement, 114 Walnut Street

T. Pinion noted that this lot was previously leased to I.M. Dairy who no longer needs it. The parking lot is owned by the City, and we were approached by InterCon Construction, Inc. for the use of this parking lot. It is a month to month agreement.

Moved by: Kent

Seconded by: Kierzek

Recommend authorizing the City Administrator and City Clerk to execute a lease agreement with InterCon Construction, Inc., for the parking lot at 114 Walnut Street.

CARRIED (3 to 0)

3. Discussion Items

J. Ostrander noted that the TID Financial Statements and Supplemental Reports are attached to the agenda. Committee members can review these reports and we will look at this again at the next meeting.

4. Adjournment

Moved by: Kent

Seconded by: Kierzek

That the meeting adjourn at 6:46pm.

CARRIED (3 to 0)

Brenda M. Zeman, City Clerk