



CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, February 11, 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 28, 2024	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	
• The Police Commission is hosting a public meet and greet with the three finalists for the Police Chief position on Wednesday, February 19 from 5:30 p.m. to 6:45 p.m. in the Council Chambers	
• The Spring Primary will be held on February 18, 2025. All residents vote at the Baraboo Civic Center, polls are open from 7:00am to 8:00pm.	
• In-Person Absentee Voting is taking place in the City Clerk's office Monday through Friday, 8:00am to 4:30pm. The last day for In-Person Absentee Voting is Friday, February 14th, 8:00am to 5:00pm.	
10. CONSENT AGENDA <i>(Roll Call)</i>	
10.1 Accounts Payable Approve the Accounts Payable to be paid in the amount of \$	8
10.2 Temporary Liquor License(s) Approve the following Temporary Liquor (Picnic) Licenses:	9
• Class "B" Fermented Malt Beverage Liquor License to Downtown Baraboo, Inc., Brew Ha Ha on 3-14-2025.	
• Combination "Class B" Fermented Malt Beverage and Wine License for Knights of Columbus Council 4392, Feast of St. Joseph on 03-19-2025.	

10.3	Change of Agent	10
	Approve the Liquor License Change of Agent for the Baraboo Country Club Inc. to Anthony Teasdale.	
11.	ORDINANCES ON 2nd READING	
	<i>None.</i>	
12.	NEW BUSINESS- RESOLUTIONS	
12.1	Liquor License, Liberty Square Gas Station Inc.	11
	Consider approving a Combination "Class A" Fermented Malt Beverage & Liquor License for Liberty Square Gas Station Inc, d/b/a Refuel Pantry - Get N Go at 325 South Blvd. (Zeman/LaBroscian)	
12.2	Update Sewer Service Area Plan, MSA Professional Services, Inc.	12
	Consider authoring the Mayor and City Clerk to execute an agreement with MSA Professional Services, Inc, not to exceed \$11,500, to update the City's Sewer Service Area Plan. (Pinion)	
12.3	Dump Truck Purchase	13
	Consider approving the purchase of a new 2024 RAM 3500 4WD Dump Truck. (Young)	
12.4	Contract for Municipal Prosecutions	15
	Consider authorizing the Mayor and City Clerk to enter into an agreement with Reuter, Whitish & Evans, S.C. for the purpose of representing the City in Municipal prosecutions. (Young)	
12.5	State/Municipal Financial Agreement #3, STH 33	20
	Consider approving Revision #3 to the State/Municipal Financial Agreement for STH 33. (Pinion)	
13.	NEW BUSINESS ORDINANCES	
13.1	Prohibit U-Turns on Draper Street	26
	Consider amending §7.05 to prohibit U-Turns on Draper Street between 8 th Avenue and Iroquois Circle/Court. (Pinion)	
14.	COMMITTEE OF THE WHOLE	
	Moved by _____, seconded by _____, to enter Committee of the Whole to discuss the following:	
	<ul style="list-style-type: none"> Discuss proposed reorganization of the Parks, Recreation, & Forestry Department 	
	Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. <i>(Roll Call)</i>	
15.	ADMINISTRATOR AND COUNCIL COMMENTS	
	<i>(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)</i>	
16.	REPORTS, PETITIONS, AND CORRESPONDENCE	27
	The City acknowledges receipt and distribution of the following:	
	Reports: None.	

Copies of the Meeting minutes included in this packet:

Finance.....01-14-2025

Administrative.....01-07-2025

17. CLOSED SESSION

Moved by _____, seconded by _____, to go into Closed Session. The Mayor will announce that the Council will consider moving into Closed Session pursuant to §19.85(1)(c), Wis. Stat., to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

- Council to consider 6-month performance evaluation of City Administrator John Young

18. OPEN SESSION

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

19. ADJOURNMENT (Voice Vote)

It is possible that a quorum of members of other governmental bodies may be present at this meeting. The only formal action taken at this meeting will be done by the Common Council; no other committee/board/commission will take formal action.

Common Council Meeting Minutes

January 28, 2025, 7:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Members Present: Hause, Hazard, Kent, Lombard, Ellington, Sloan, Kierzek, Thurow

Members Absent: Olson

Others Present: Interim Chief LaBroschian, Clerk Zeman, Adm. Young, J. Ostrander, J. Bergin, T. Pinion

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: Ellington

Seconded by: Hazard

Motion: CARRIED

5. COMPLIANCE WITH OPEN MEETING LAW NOTED

6. PRESENTATIONS

None Scheduled.

7. PUBLIC HEARINGS

None Scheduled.

8. PUBLIC INVITED TO SPEAK

Bill Becker, N605 Mariposa Lane, Wisconsin Dells spoke on behalf of Beyond Blessed Pantry. In February of 2020 they moved their very small food pantry to leased space at 1515 Walnut Street. Since then, the food pantry has grown to serve about 600 families per week. He thanked the City's leadership for the partnership and support, the business community, and the patrons and citizens of this community. They are proud to call Baraboo home. He extended his personnel commitment to making sure they continue to partner with the city to reduce any negative impact to the community. Shannon Howley, S602 Lyndon Rd, Wisconsin Dells spoke on behalf of Beyond Blessed Pantry as the Executive Director. She thanked the city for their support while they grow; they do touch on multiple counties in the area and because they have no residency requirement, they serve a large number of families. Their main goal is to serve without judgement, for people to realize that we don't know the full story of what is bringing families to the pantry.

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

Moved by: Sloan

Seconded by: Ellington

Motion: CARRIED (8 to 0)

10.1 Accounts Payable

Resolution No: 2025-015

THAT the Accounts Payable, in the amount of \$ 791,220.49 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

11. ORDINANCES ON 2nd READING

11.1 Forfeiture for Parking Violations

Moved by: Ellington

Seconded by: Hazard

Motion to approve the 2nd reading of **Ordinance No. 2647** revising §7.24(4) to increase the forfeiture for certain parking violations.

Motion: CARRIED (8 to 0)

11.2 Angle Parking

Moved by: Sloan

Seconded by: Hause

Motion to approve the 2nd reading of **Ordinance No. 2648** amending §7.09(2), Angle Parking, for a section of East Street between Water and 1st Street.

Motion: CARRIED (8 to 0)

12. NEW BUSINESS- RESOLUTIONS

12.1 Library Budget Amendments

Resolution No: 2025-016

Moved by: Hazard

Seconded by: Ellington

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

Motion: CARRIED (8 to 0)

12.2 Budget Transfer Amendment

Resolution No: 2025-017

Moved by: Thurow

Seconded by: Lombard

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

Motion: CARRIED (8 to 0)

12.3 Campus Lease Agreement

Resolution No: 2025-018

Moved by: Hazard

Seconded by: Ellington

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.

Motion: CARRIED (8 to 0)

12.4 1101 Lake Street, Beyond Blessed Pantry

Resolution No: 2025-019

Moved by: Kent

Seconded by: Ellington

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.

Motion: CARRIED (8 to 0)

12.5 Information Technology (I.T.) Coordinator Job Description

Resolution No: 2025-020

Moved by: Sloan

Seconded by: Lombard

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.

Motion: CARRIED (8 to 0)

13. NEW BUSINESS ORDINANCES

None.

14. ADMINISTRATOR AND COUNCIL COMMENTS

Administrator Young thanked staff for their work during the recent cold spell.

Ald. Ellington thanked the police department for the professional service with a recent death in his neighborhood.

15. REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

Reports: December, Treasurer

Copies of the meeting minutes included in this packet:

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. LaBroschian,
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 lean 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, AMERICAN, 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)

16. CLOSED SESSION

Moved by Ellington, seconded by Sloan, and carried unanimously 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.

- 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.

- 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

Council Members Present: Hause, Hazard, Kent, Lombard, Ellington, Sloan, Kierzek, Thurow

Others Present: Mayor Nelson, Clerk Zeman, T. Pinion, J. Ostrander

17. OPEN SESSION

Moved by Kent, seconded by Hause, and carried unanimously 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

The Mayor declared the meeting adjourned at 8:37pm.

Brenda M. Zeman, City Clerk

10.1

RESOLUTION NO. 2025 -

Dated: February 11, 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: _____

The City of Baraboo, Wisconsin

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

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

The Picnic Licenses listed below were reviewed by the Police Department and the City Clerk. They were also reviewed by the Administrative Committee at their February 4, 2025 meeting.

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

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

THAT the City Clerk be authorized to issue the following Temporary Liquor Licenses:

- Class "B" Fermented Malt Beverage Liquor License to Downtown Baraboo, Inc., Brew Ha Ha on 3-14-2025.
- Combination "Class B" Fermented Malt Beverage and Wine License for Knights of Columbus Council 4392, Feast of St. Joseph on 03-19-2025.

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

Motion:

Second:

Certified by Clerk: _____

The City of Baraboo, Wisconsin

Background: In order to hold a liquor license, all corporations and limited liability companies must first appoint an agent. The agent is named on the liquor license and is given full authority and control over the licensed premises and over all commercial activities on the premises relating to alcohol beverages.

Occasionally a corporation or limited liability company will make a request to change their agent. The corporation or LLC must submit to the City Clerk a completed "Schedule for Successor of Agent". The fee to appoint a new agent is \$10 and must be approved by the licensing authority.

The Baraboo Country Club, Inc. has submitted a "Schedule for Successor of Agent" form requesting a change of agent to Anthony Teasdale. The application has been reviewed by the Police Department and the City Clerk.

This request was reviewed and recommended to Council for approval at the February 4, 2025 Administrative Committee meeting.

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

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

THAT the "Schedule for Successor of Agent" form submitted by the Baraboo Country Club, Inc. appointing Anthony Teasdale as the new agent is approved. The City Clerk is authorized to re-issue the liquor license for the Baraboo Country Club, Inc. including Anthony Teasdale as the agent.

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

Motion:

Second:

Certified by Clerk: _____

The City of Baraboo, Wisconsin

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

Liquor License applications are reviewed by the Zoning Administrator, the Police Department, the Fire Inspector, and the City Clerk. Publication of the Liquor License application was made in the Baraboo News Republic.

Liberty Square Gas Station Inc., d/b/a Refuel Pantry- Get N Go has applied for a Combination "Class A" Fermented Malt Beverage & Liquor License for 325 South Blvd.

This Liquor License, if approved, will be effective February 12, 2025 to June 30, 2025. It was recommended to Council for approval at the February 4, 2025 Administrative Committee meeting, pending payment of all monies owed the City and approval by both internal staff and the Fire/EMS District.

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

Comments:

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

THAT the City Clerk be authorized to issue the following Liquor License:

- Combination "Class A" Fermented Malt Beverage & Liquor License for Liberty Square Gas Station Inc, d/b/a Refuel Pantry - Get N Go at 325 South Blvd.

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

Motion:

Second:

Certified by Clerk: _____

The City of Baraboo, Wisconsin

Background: The Department of Natural Resources requires communities over 10,000 in population to utilize a Sanitary Sewer Service Area Plan (SSAP) to forecast growth and plan for necessary associated improvements to the wastewater collection and treatment facilities. The City adopted their original SSAP in 2004 and the last update was in 2015.

The process for Sewer Service Area Planning involves forecasting population growth (20-year) and then determining the amount of developable land required to accommodate those growth projections. The plan then identifies which parcels are most likely to develop within that time frame and those lands are delineated as “within the Sanitary Sewer Service Area”. The DNR will then only approve sewer extensions to lands within the delineated area. In the event that lands outside of the sewer service area wish to develop, there is an amendment process whereby adjustments to the boundary can be made if the City chooses to do so.

An RFP was sent to three consultants, MSA, SEH, and Clearstart Water. All three submitted a Proposal and staff is recommending MSA.

As part of this year’s update, MSA will work with City staff on the population projections and the amount of land required to accommodate any anticipated growth. A stakeholders meeting will be held following by a requisite Public Hearing at the Plan Commission meeting before the final draft is forwarded to Council for approval.

This matter was reviewed by the Public Safety Committee at their February 3rd meeting and was unanimously recommended for approval.

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

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

THAT the Mayor and City Clerk are hereby authorized to execute a time and expense Agreement with MSA Professional Services, Inc., not to exceed \$11,500 to prepare the 2025 update to the City’s Sewer Service Area Plan.

Offered by: Public Safety Comm.

Approved: _____

Motion:

Second:

Attest: _____

The City of Baraboo, Wisconsin

Background: This is a Resolution to approve the purchase of a new 2024 RAM 3500 for the Parks/Forestry Departments in the amount of \$64,374.00 from Dahl Automotive of Stevens Point, Wisconsin. This unit is a dual rear wheel, 4WD, automatic transmission, 6.4L gas engine, with a 9' Monroe steel dump box. This truck would replace the 2008 Ford F-550 that the Parks Department purchased from the Water Utility in 2016.

The purchase of this new truck is recommended due to the age and potential repair costs of the current Parks/Forestry dump truck, anticipated to exceed \$23,000.00, not including staff labor to perform the repairs. The purchase will be completed utilizing available funds in the line of credit available from Baraboo State Bank. Funds received from the auction sale of the 2008 Ford F-550, will be used to reduce the total line of credit draw amount. This truck was intended to be a future replacement due to age and hours accumulated, but recent mechanical diagnosis has increased the urgency for replacement.

Parks Foreman John Celley and DPW Fleet Mechanic Travis Steinke have reviewed the specifications of the truck and had the opportunity to test drive the vehicle. The consensus amongst them was that the 2024 RAM dump truck would serve the Parks/Forestry Department needs for years to come. Original list price from the dealer was \$76,725.00. Dealer discounted price brought the price down to \$70,163.00. John and Travis negotiated a final price of \$64,374.00 including licensing and registration. Vehicles prices of comparable specification were difficult to determine due to this RAM 3500 having a gas engine, which is desired. Comparable vehicle styles were powered by diesel engines, which is unnecessary for this application, and a substantial increase in cost.

This information was shared with the Public Safety Committee on February 3rd, 2025.

The Finance Committee will review this at their February 11th, 2025, meeting.

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

Comments: Purchase funds provided by open line of credit City currently has with Baraboo State Bank. Funds from sale of 2008 Ford F-550 will be applied towards the line of credit to reduce interest accrued.

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

THAT the purchase of a new 2024 RAM 3500 4WD Dump Truck from Dahl Automotive in Stevens Point in the amount \$64,374.00, is hereby approved.

THAT the city applies funds associated with the auction sale of the 2008 Ford F-550 towards the interest accrued from the purchase of the 2024 RAM 3500 Dump Truck.

THAT the city draws down \$64,500 from the Baraboo State Bank line of credit to cover the purchase.

THAT the city amends the 2025 capital budget for the purchase of the 2024 RAM 3500 4WD Dump Truck for the \$64,500 vehicle purchase/license/registration, transferring \$2,500 from Sale of Assets to Debt Service which will then be used to pay the interest on the Line of Credit.

Account Number	Department	Budget	Debit/(Credit)	Amended Budget	Balance YTD
425-52-49120-000	Proceeds from Notes	0.00	0.00	(64,500.00)	(64,500.00)
425-52-55410-810	Vehicle Purchase	0.00	64,500.00	64,500.00	64,500.00
425-52-48300-000	Sales of Assets	(8,000.00)	(2,500.00)	(10,500.00)	(10,500.00)
425-10-59230-900	Transfer to Debt Service	0.00	2,500.00	2,500.00	2,500.00
300-10-49243-000	Debt Service-Gen Fund	0.00	(2,500.00)	(2,500.00)	(2,500.00)
300-10-58220-620-170	Debt Service-Interest on Notes	26,500.00	2,500.00	29,000.00	3,574.74

Offered by: Public Safety & Finance

Motion:

Second:

Approved: _____

Attest: _____

The City of Baraboo, Wisconsin

Background: Maximillian Bruckner, from Boardman & Clark, LLP, has provided the City's legal services, in handling all municipal court prosecutorial services, for several years. On January 13, 2025, Bruckner notified the City, via email, that he would no longer be able to continue in this role. He further informed the City that his firm would not have a suitable replacement. The City has been in contact with several law firms to inquire about their availability to provide similar services, along with their fees for services. One firm was able to provide the City with a fee service rate significantly lower than the other (\$185/hr. vs. \$250/hr.), and much closer to rate that the City was paying (\$155/hr.) for Mr. Bruckner's services. The firm with the lower service rate has a designated attorney whom has performed similar municipal work in DeForest, McFarland, and the Village of Oregon, and has over 23 years of experience, including service in the Judge Advocate General (JAG) department of the U.S. military. The City Administrator and the Interim Police Chief have both had an opportunity to discuss the work requirements with the attorney, and are confident that this individual can provide a seamless transition to the role. Due to the anticipated cases that will require City prosecutorial representation, it is imperative that this role be filled as soon as possible.

The City desires to replace Mr. Bruckner, with Reuter, Whitish & Evans, S.C., Madison, Wisconsin. Services under this Agreement include prosecution of ordinance violation cases in Municipal and Circuit Courts, ordinance drafting when requested, preparation of legal opinions, meeting and court attendance, and other matters as requested by the City.

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

Comments: There is an increase to the hourly rate charged to the City. The increase is modest, in comparison to higher fee quotes provided to the City. Securing municipal representation for ordinance violation cases is a difficult task, as fewer firms and attorneys are available to handle these types of cases. Any substantial delays in hiring for this role will create additional delays in the Court system. Due to the time-sensitive nature of the need for these services, the City Administrator will enter into a temporary agreement, effective February 5th, 2025, to initiate services on behalf of the City. If the City Council chooses to not approve the contract on February 11th, the agreement will terminate, and the City Administrator will continue to search for an alternative legal firm/attorney, to fill this role.

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; and

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

WHEREAS, Boardman & Clark LLP, has confirmed that it no longer can provide legal assistance to the City, in this area; and

WHEREAS, the City has properly vetted potential legal firms to provide the City with the necessary services;

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:
That the City approves the contract with Reuter, Whitish & Evans, S.C. to provide prosecutorial services for the City, in the areas over ordinance violation cases, retroactive to February 5th, 2025.

Offered by: City Administrator Young

Motion:

Second:

Approved: _____

Attest: _____

CONTRACT FOR LEGAL SERVICES

The City of Baraboo, a Wisconsin municipal corporation (the "City") hereby retains the firm of Reuter, Whitish & Evans, S.C. (the "Firm"), to provide municipal prosecution services and to provide legal representation to the City as requested from time to time by, or at the direction of, the Common Council or City Administrator, on the terms and conditions contained in this Agreement.

1. **SCOPE OF SERVICES.** The Firm will provide all legal services required by the City with respect to municipal prosecutions and other work that may be assigned from time to time by the City. Notwithstanding the foregoing, the Firm may decline to provide services in any particular matter if it determines, in its reasonable judgment, that providing such services would violate the Rules of Professional Responsibility for Attorneys in Wisconsin, including conflicts of interest in any particular matter. The Firm may also recommend that the City retain outside counsel in any matter if the Firm believes doing so would be in the best interests of the City. The Firm will coordinate the services of outside counsel when appropriate.

Services under this Agreement include prosecution of municipal ordinance violation cases in Sauk County Circuit Court, to include meeting and court attendance, appeals, and other matters, as requested by the City, to include, ordinance drafting and preparation of legal opinions.

2. **FEES.** The Firm's fees for services performed under this agreement shall be based upon an hourly rate of \$185.00 per hour for Attorney Daniel Evans. Fee rates for any other attorney at the Firm providing services to the City will be provided to the City in advance of these services.

The Firm reserves the right to increase its hourly rates in the future with advance written notice to the City. The above rate will not be increased for one (1) years from the date of this Agreement, and notice will be provided no later than August 1st of each year regarding any future increases so that the City may factor in any rate increases as part of its budgeting process.

3. **EXPENSES.** If authorized by the City, the Firm may retain any individuals and entities to perform services necessary for investigation or completion of the legal services. The City agrees to pay the fees or charges of every such person or entity hired by the Firm to perform those services. The City acknowledges that the Firm will incur routine expenses in providing services to it. The City agrees to reimburse the Firm for all out-of-pocket expenses it pays. Such expenses may include, but are not limited to, service and filing fees, courier or messenger services, preparation of transcripts (including transcripts of body camera footage, which may be required by the Circuit Court), witness fees, recording and certifying fees, copying, mileage, travel expenses, postage and computer research. The Firm does not charge for telephone expenses, clerical or administrative services, facsimile transmissions or receipts or other general overhead items. Photocopies made in-house will be charged at the rate of \$0.20 per page (black & white) or \$0.50 per page (color).

4. **TRANSITION.** Firm agrees to review and acquire a general familiarity with current ordinances at no cost to the City. Firm will also meet with Court Staff and Police Department

Staff after hiring to discuss specific procedures and familiarize the Firm with general Municipal & Circuit Court operations. The Firm will commence providing services to the City upon notice by the City to do so.

5. BILLING. Fees, charges and expenses will be billed on approximately a monthly basis as they accrue. Payment is due within 30 days of invoicing.

6. DESIGNATED CONTACT. The City Administrator, under the supervision of the Common Council, shall be the City's primary contact with the Firm. Alternatively, the Chief of Police may be the primary contact.

7. TERMINATION. The City may, if unsatisfied with the Firm's services for any reason or for no reason, discharge the Firm at any time with the understanding that the Firm will be paid all accrued fees and expenses. The Firm may also terminate its services to the City at any time, provided it may do so consistent with the applicable Rules of Professional Responsibility. Unless continued representation would require the Firm, or its attorneys, to violate such rules, the Firm will provide reasonable notice prior to terminating its services. Firm shall deliver all documents and records of the City to the City, or to legal counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

8. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Firm is an independent contractor, and the City is not obligated to provide statutory or other fringe benefits to the Firm or its employees.

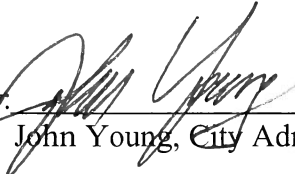
9. TERM. This Agreement shall take effect on the date executed by both parties and shall continue in effect until terminated by either party as provided in Section 7.

10. NOTICE OF LIMITED LIABILITY. The notice of limited liability of the Firm is attached hereto to this Agreement.

11. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof.

Dated this 5th day of February 2025.

CITY OF BARABOO

By: 
John Young, City Administrator

REUTER, WHITISH & EVANS, S.C.

By: _____
Daniel J. Evans, Officer

Notice of Limited Liability

The Wisconsin Supreme Court has adopted rules requiring all law firms organized as "limited liability entities" to provide their clients with a disclosure regarding their limited liability status. This written disclosure is being given to you in order to comply with those rules.

Reuter, Whitish & Evans, S.C. is organized as a service corporation (S.C.), which is a form of limited liability entity under the Wisconsin Service Corporation law. In the event that malpractice would occur in the course of our representing you, you are protected by the firm's malpractice insurance policy and the assets of the firm. In addition, any attorney who works on your case may be personally liable to you for his or her own acts of negligence in that representation as well as the negligence of any attorney or staff member he or she supervises. However, because the firm is a limited liability entity, you would not be able to make a claim against the personal assets of other attorneys in the firm who were not involved in your case or other legal matter.

If you have any questions concerning service corporations, or limited liability entities in general, please feel free to discuss them with us.

RESOLUTION NO. 2025 -

Dated: February 11, 2025

The City of Baraboo, Wisconsin

Background:

After more than a decade of the City of Baraboo annually “petitioning” the WDOT to add STH 33 to their 6-year capital plan, last month staff met with DOT and we received news that STH 33 has now been included in the DOT’s planning process. Although reconstruction is currently “programmed” for 2025, the DOT would like to initiate preliminary engineering this year. Accordingly, the DOT has prepared the attached State-Municipal Project Agreement for our review and approval. The City’s share of the projected design cost is 25%.

The Finance Committee will review this matter at their February 11th meeting.

Fiscal Note: (4 one) [X] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments

**RESOLUTION APPROVING REVISION #3 TO THE STATE/MUNICIPAL
FINANCIAL AGREEMENT FOR A STATE-LET HIGHWAY PROJECT ON STH 33
BETWEEN LINCOLN AVENUE & THE WESTERLY CITY LIMITS**

WHEREAS, the reconstruction of STH 33 between Lincoln Avenue and the westerly City Limits was completed in 2024; and

WHEREAS, the State of Wisconsin and the City of Baraboo share the cost of this project pursuant to the term and conditions of the original State Municipal Agreement dated December 4, 2018; and

WHEREAS, the State of Wisconsin will reimburse the City for 100% of the cost for installing clustered postal boxes necessitated by the project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Baraboo approves Revision #3 to the State/Municipal Financial Agreement for a State-Let Highway Project dated February 3, 2025; ID # 5090-05-01/71.

BE IT FURTHER RESOLVED, that the City Council of the City of Baraboo authorizes the Mayor to execute the attached Revision #3 to the State / Municipal Financial Agreement.

Offered by: Finance Committee Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____



**#3 Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

*This agreement supersedes the agreement
signed by the Municipality on April 13, 2023 and
signed by DOT on May 1, 2023.*

Revised Date: February 3, 2025
Date: December 4, 2018
I.D.: 5090-05-01/21/71/72
Road Name: STH 33
Title: Eight St., City of Baraboo
Limits: W. City Limits to Lincoln Ave.
County: Sauk
Roadway Length: 1.9 miles

The signatory **City of Baraboo**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: STH 33 is an urban principal arterial in the City of Baraboo, with the connecting highway beginning at the west city limit (start of the project) continuing to Lincoln Ave. (end of project). The urban section has a face to face curb of 44 feet. Parking is not allowed within this segment of STH 33. Current pavement surface has deteriorated with extensive cracks, ruts and spot surface repairs. The original pavement was constructed in 1988 (Concrete Pavement Section) and 1994 (Asphaltic pavement section).

Proposed Improvement - Nature of work: Replace existing pavement. Replace sidewalk curb ramps where necessary to meet ADA compliance.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Placing Sanitary Sewer and Water Main lines will be included in the contract and paid by the Municipality. The Municipality will be 100% responsible for the cost of placing municipal conduits. The Municipality will be 100% responsible for sidewalk and side road construction necessitated by the construction of municipal sanitary sewer and water main.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: (5090-05-01) Plan Development	\$ 1,408,600	\$ 1,056,450	75%	\$ 352,150	25%
Real Estate Acquisition: (5090-05-21) Acquisition	\$ 161,860	\$ 161,860	100%	\$ -	
¹ Construction: (5090-05-71) Roadway	\$ 11,400,000	\$ 11,400,000	100%	\$ -	
Street Lighting	\$ 633,300	\$ 316,650	50%	\$ 316,650	50%
Municipal Roadway Items	\$ 304,200	\$ -		\$ 304,200	100%
Non-Participating: (5090-05-72) Water Main	\$ 2,770,000	\$ -		\$ 2,770,000	100%
Sanitary Sewer	\$ 1,830,000	\$ -		\$ 1,830,000	100%
Total Cost Distribution	\$ 18,507,960	\$ 12,934,960		\$ 5,573,000	
1. Estimates include construction engineering.					
Clustered Postal Boxes Reimbursement	\$3,759.34	\$3,759.34	100%	(\$3,759.34)	Credit

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Baraboo (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Michelle Elias	Title WisDOT SouthWest Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by roadway construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 - 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 - 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 - 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - 8. Basis for local participation:
 - (a) Preliminary Engineering (5090-05-01):

The Municipality is responsible for 25% of design engineering costs for improvements on a Connecting Highway.
 - (b) Real Estate Acquisition (5090-05-21):

All real estate acquisitions necessitated by the roadway improvements are 100% eligible for State funding and will be purchased by the State.
 - (c) Construction (5090-05-71):
 - i. Roadway: Construction costs necessitated by the roadway improvements are 100% eligible for Federal/ State funding.
 - ii. Street lighting: New continuous street lighting designed to accepted WisDOT standards and installed at time of construction is 50% eligible for Federal/State funding. The Municipality may request decorative lighting in place of standard lighting; however, the State will only participate in 50% of the standard lighting cost. All future maintenance and operation costs of the street lighting are the responsibility of the Municipality.
 - iii. Municipal Roadway Items: New concrete sidewalk costs necessitated from placing new sanitary sewer and/or water laterals are 100% the responsibility of the Municipality. The Municipality is responsible for 100% of the costs to construct side roads extended to accommodate municipal utility extensions and all municipal conduit extensions.
 - (d) Non-Participating:
 - i. Water Main: The Municipality is responsible for 100% cost of installing new Water Main. These costs are not eligible for Federal/State funding.
 - ii. Sanitary Sewer: The Municipality is responsible for 100% cost of installing new Sanitary Sewer system. These costs are not eligible for Federal/State funding.

(e) Clustered Postal Boxes Reimbursement:

- i. The Municipality purchased clustered postal boxes necessitated by the project. Cost of the clustered postal boxes is 100% eligible for State funding. The Municipality paid \$3759.34 for the clustered postal boxes. The State will reimburse the Municipality \$3759.34, 100% of the clustered postal boxes cost. Reimbursement will be paid to the City of Baraboo via direct payment and will not be a credit to the project.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

13.1
The City of Baraboo, Wisconsin

Background: At their February 3rd meeting, the Public Safety Committee considered a proposed revision to Section 7.05 U-Turns Prohibited in the Code of Ordinances.

Draper Street experiences significant traffic congestion at both the start and end of each school day. It is only exacerbated by primarily northbound vehicles making U-Turns to go southbound to drop off students at the Middle School and/or High School. An ordinance change is necessary to add this area to the list of streets in Section 7.05 of the Code of Ordinances.

Based on recommendations from the Police and Engineering Department, the Committee unanimously recommended that the Common Council approve these changes.

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

An Ordinance amending §7.05 to prohibit U-Turns on Draper Street between 8th Avenue and Iroquois Circle/Court.

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

1. Section 7.05 is amended as follows:

7.05 U-TURNS PROHIBITED. No operator of a vehicle shall make a U-turn at the following locations:

- (1) BROADWAY INTERSECTION. At the intersection of Broadway and 2nd, 3rd, and 4th Avenues.
- (2) OAK STREET INTERSECTION. At the intersection of Oak Street and 2nd, 3rd, and 4th Streets and Avenues.
- (3) ASH STREET INTERSECTION. At the intersections of Ash Street and 2nd, 3rd, and 4th Streets.
- (4) WALNUT STREET INTERSECTION. At the intersection of Walnut Street and Lynn Street.
- (5) **DRAPER STREET. Between the intersections of 8th Avenue and Iroquois Circle/Court**

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 February, 2025 and is recorded on page ____ of volume _____. A summary of this Ordinance was published in the local newspaper on the ____ day of ____, 2025.

City Clerk: _____

Finance/Personnel Committee Meeting Minutes

January 14, 2025, 6:00 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, R. LaBroschian, P. Cannon, J. Ostrander, T. Pinion, L. Laux, C. Johnson, K. Stieve, D. Kluge, J. Viney

1. Call Meeting to Order

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

1.a Roll Call of Membership

1.b Note Compliance with Open Meeting Law

1.c Approve Minutes of December 10, 2024

Moved by: Kent

Seconded by: Kierzek

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 \$6,978,233.13 of Accounts Payable.

CARRIED (3 to 0)

2.b Towing Contract, 2025-2027

Interim Police Chief LaBroschian noted that only one proposal was received, and it included continuing the towing services for both city vehicles, and private vehicles at no cost to the City. This was reviewed by Public Safety with a unanimously recommended for approval.

Moved by: Kierzek

Seconded by: Kent

Recommend approving a contract with Craig's Towing for tow services for 2025-2027.

CARRIED (3 to 0)

2.c Sanitary Sewer Lift Station Rehabilitation

T. Pinion noted that the Hwy T station was installed in 1994, the pumps replaced in 2008. With the addition of two new lift stations at Spirit Lake and at the Jackson farm (Greenfield Estates), replacing the equipment in this structure will make all three stations the same simplifying trouble shooting and inventory of parts. This is a budgeted item, and was reviewed by the Public Safety with unanimous recommendation for approval.

Moved by: Kent

Seconded by: Kierzek

Recommend accepting 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.

CARRIED (3 to 0)

2.d Water Resource Recovery Facility SCADA Computer System

T. Pinion noted that this computer software was replaced 6.5 years ago, and controls and collects historical data for the entire plant and all four lift stations. This software package is more stable than what we currently have, and will continue to monitor for alarms and operate the emergency call outs. This is operated as a separate system from the water SCADA, this is strictly a sewer purchase.

Moved by: Kierzek

Seconded by: Kent

Recommend accepting the Proposal of Altronex Control Systems for the replacement of the Water Resource Recovery Facility's (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.

CARRIED (3 to 0)

2.e Amend Sewer Lateral Assessments, Hwy 33

T. Pinion noted that this assessment was originally presented to the committee in February, 2024, as replacement of underground laterals. The original resolution included a 9% interest rate but because we are funding this through the DNR's Clean Water Fund loan at 2.365%, plus 1% administrative fee, the invoices should have been calculated with an interest rate of 3.365%. Property owners will be notified of the adjustment.

Moved by: Kent

Seconded by: Kierzek

Recommend amending the final resolution for levying special assessments for sanitary sewer lateral replacements on Hwy 33.

CARRIED (3 to 0)

2.f Special Assessments, Madison Ave/Street Project

T. Pinion noted that 2025 is the year for Madison Street to be constructed. We did receive a grant of \$400,000 to put towards this project. Any brand new curb and gutter gets assessed to the property owner; the only place without curb and gutter is Walnut Hill Cemetery. They were previously notified of this project. This was reviewed by Public Safety and unanimously recommended for approval.

Moved by: Kierzek

Seconded by: Kent

Recommend approving the Preliminary Resolution declaring intent to levy Special Assessments in accordance with 66.0703, Wis. Stats., for new curb and gutter as part of the Madison Street/Avenue reconstruction project.

CARRIED (3 to 0)

2.g Utility Superintendent

Administrator Young noted that a recruiting committee was formed for the selection of a utility superintendent. There were a total of 9 applicants, with 4 interviewing. Benjamin Brown received a unanimous recommendation from the recruiting committee. With the committee's approval, Ben will fill this position effective January 6, 2025.

Moved by: Kent

Seconded by: Kierzek

Recommend approving the appointment of Benjamin Brown to the position of Utility Superintendent and approve the starting salary of \$83,491, effective January 6, 2025.

CARRIED (3 to 0)

2.h Interim Police Chief

Administrator Young noted that on November 18, 2024 the Police Commission selected Ryan LaBroschian to fill the position of Interim Police Chief following Rob Sinden's retirement. Based on past practice, it is staff's recommendation to increase LaBroschian's rate of by 5%. Dennis Kluge noted that this is not the past practice for police chiefs, and it is the recommendation of the Police Commission that LaBroschian be placed at the same rate of pay as retiring Chief Sinden was at. Administrator Young disagreed with the statement of past practice and acknowledges that all staff is required to take on additional tasks when a department head retires. The increase will be effective January 4, 2025 following the retirement of former Chief Sinden.

Moved by: Kierzek

Seconded by: Sloan

Recommend approving a 5% salary increase for Ryan LaBroschian as Interim Police Chief, effective January 4, 2025.

CARRIED (3 to 0)

2.i Appoint City Attorney

J. Young noted that Steven Zach was previously appointed as City Attorney in March of 2023. Steve Zach has retired from BoardmanClark on December 31, 2024. Because of this retirement, staff is recommending the appointment of Eric Hagen as City Attorney for the City of Baraboo.

Moved by: Kent

Seconded by: Kierzek

Recommend appointing Eric Hagen as City Attorney and other attorneys with Boardman & Clark LLP as Assistant Attorneys on an as needed basis.

CARRIED (3 to 0)

2.j Wal-Mart Mediation Agreement

Administrator Young noted that the proposed settlement agreement was previously presented to Council. Due to timing issues, staff was not able to amend the 2024 assessed value. This mediation agreement now includes a refund of the 2024 taxes paid and essentially, was the only modification made.

Moved by: Kent

Seconded by: Kierzek

Recommend authorizing the Mayor and City Clerk to execute a mediation agreement with Wal-Mart Real Estate Business Trust.

CARRIED (3 to 0)

2.k Dept. of Administration Grant Agreement & Use Restriction Agreement

P. Cannon explained that we received notification of this grant award last fall. The Mayor is required to sign the Grant Agreement and the Use Restriction Agreement which states we must use these funds for the construction of the Fire/EMS Stations. There should be no issues with any restrictions set with this reimbursement grant.

Moved by: Kent

Seconded by: Kierzek

Recommend authorizing the Mayor to execute the Grant Agreement, and the Use Restriction Agreement, as required for acceptance of a \$1,432,800 Dept. of Administration Grant to be used towards the construction of the Fire/EMS Stations.

CARRIED (3 to 0)

2.l Pre-Development Agreement, Circus City Apartments LLC

Administrator Young explained that this is an extension to the amendment originally adopted by Council in April of 2022, and subsequently amended on January 10, 2023. This is a pre-development agreement for the property that was formerly the daycare and 1 A.M. Dairy. If approved, this will extend the pre-development agreement to December 31, 2025.

Moved by: Kent

Seconded by: Kierzek

Recommend extending the Pre-Development Agreement with Circus City Apartments, LLC to December 31, 2025.

CARRIED (3 to 0)

3. Discussion Items

No discussion took place; these items will be discussed at the Council meeting later tonight.

- a. IT Position
- b. Project update and financing structure for the Fire-EMS facilities
- c. Project update and financing structure for Corson Square, Driftless Lofts Conversion Project

4. Adjournment

Moved by: Kierzek

Seconded by: Kent

That the meeting adjourn at 6:53pm.

CARRIED (3 to 0)

Brenda M. Zeman, City Clerk



CITY OF BARABOO ADMINISTRATIVE MEETING

Meeting Minutes

January 7, 2025, 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

1. **CALL TO ORDER**

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES, November 5, 2024

Moved by: Hazard

Seconded by: Lombard

Approve November 5, 2024 meeting minutes

Motion: CARRIED

1.d APPROVE AGENDA

Moved by: Lombard

Seconded by: Hazard

Approve agenda

Motion: CARRIED

2. **ACTION ITEM(S)**

2.a Change of Agent, Kwik Trip #855

Captain Labroscian completed the background check with no issues.

Moved by: Lombard
Seconded by: Hazard

Recommend to the Common Council the Liquor License Change of Agent for Kwik Trip #855 to Riley Roberts.

Motion:CARRIED

2.b Change of Agent, Kwik Trip #657

Captain Labrosian completed background check with no issues.

Moved by: Hazard
Seconded by: Lombard

Recommend to the Common Council the Liquor License Change of Agent for Kwik Trip #657 to Miranda Pulver.

Motion:CARRIED

3. **INFORMATIONAL ITEM(S)**

3.a Date and time of next meeting - February 4, 2025

4. **ADJOURNMENT (Voice Vote)**

Moved by: Lombard
Seconded by: Hazard

Adjourn meeting at 8.02 am

Motion:CARRIED

Julie A. Ostrander, Finance Director