



## CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, May 27, 2025, 7:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

	<b>Pages</b>
<b>1. CALL TO ORDER</b>	
<b>2. ROLL CALL AND PLEDGE OF ALLEGIANCE</b>	
<b>3. APPROVAL OF PREVIOUS MINUTES (Voice Vote)</b> May 13, 2025	1
<b>4. APPROVAL OF AGENDA (Voice Vote)</b>	
<b>5. COMPLIANCE WITH OPEN MEETING LAW NOTED</b>	
<b>6. PRESENTATIONS</b> <i>None Scheduled.</i>	
<b>7. PUBLIC HEARINGS</b> <i>None Scheduled.</i>	
<b>8. PUBLIC INVITED TO SPEAK</b> <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>	
<b>9. MAYOR'S BUSINESS</b> <ul style="list-style-type: none"><li>• Appointment of Robert (Mike) Sitton to the UW Campus Commission.</li></ul>	
<b>10. CONSENT AGENDA</b> <i>(Roll Call)</i>	
10.1 Approve the Accounts Payable to be paid in the amount of \$	9
10.2 Approve the re-appointment of Heather Kierzek and Scott Sloan to the Baraboo Area Joint Fire/EMS District Commission.	10
10.3 Approve the 1st. Qtr. 2025 Budget Amendments	11
<b>11. ORDINANCES ON 2nd READING</b>	
11.1 Revise §18.07(17), Library Fees Consider revising §18.07(17), Library Fees, to allow fees be used for the payment of capital costs and remove the requirement that Impact Fees not used prior to 12-31-2025 be refunded.	13
11.2 Amend §19.04, Park Regulations, Closing Hours Consider amending §19.04, Park Regulations, Closing Hours, to extend the hours of the Pat Liston Dog Park.	15
<b>12. NEW BUSINESS- RESOLUTIONS</b>	
12.1 CDA Tax Credit Delivery Obligations Consider a requirement from the Corson Square tax credit investor for the City of Baraboo to guaranty (in an amount of \$1M) the tax credit delivery	16

- obligations by the CDA related to operation and management of Corson Square after renovations are completed. (Cannon)
- 12.2 Amend TID #12 Boundary & Project Plan 17  
Consider authorizing Ehlers & Associates, Inc. and Short Elliott Hendrickson (SEH) to amend TID #12 boundary and project plan. (Young)
- 12.3 Development Agreement, Corson Square Apartments 35  
Consider authorizing the City Administrator and City Clerk to execute a Development Agreement between the City, the Community Development Authority (CDA), and Corson Square, LLC. (Cannon)
- 12.4 Budget Amendment, Birch Street Storm Sewer Replacement 75  
Consider the transfer of \$249,334.46 from the Storm Water Fund Balance to cover the Birch Street Storm Sewer Replacement Project. (Young)
- 12.5 Birch Street Storm Sewer Replacement Project 76  
Consider accepting the low bid of Gerke Excavating, Inc. in the amount of \$596,564.10 for the 2025 Birch Street Storm Sewer Replacement Project. (Young)
- 12.6 Release of Utility Easement 79  
Consider executing the attached Release of Utility Easement for the easements along the side and rear lot lines of Lots 13 through 22 of the Final Plat of the Greenfield Reserve. (Young)
- 12.7 Interim Police Chief Salary 82  
Consider extending the salary increase for Interim Police Chief Ryan LaBroschian until May 20, 2025. (Young)
13. **NEW BUSINESS ORDINANCES**  
*None.*
14. **COMMITTEE OF THE WHOLE**  
Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to enter Committee of the Whole to discuss the following:
- Fire/EMS Stations Funding and impact on City finances.
- Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to rise and report from Committee of the Whole and return to regular session. *(Roll Call)*
15. **ADMINISTRATOR AND COUNCIL COMMENTS**  
*(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.)*
16. **REPORTS, PETITIONS, AND CORRESPONDENCE** 83  
The City acknowledges receipt and distribution of the following:  
**Reports:** April, Treasurer  
**Copies of the Meeting minutes included in this packet:**  
Finance.....4-22-2025  
Public Safety.....4-28-2025
17. **ADJOURNMENT (Voice Vote)**

**Common Council Meeting Minutes****May 13, 2025, 7:00 p.m.****Council Chambers, 101 South Blvd., Baraboo, Wisconsin**

Members Present: Olson, Hause, Hazard, Kent, Lombard, Ellington, Kierzek, Topham  
Members Absent: Sloan  
Others Present: Chief Carloni, Adm. Young, Clerk Zeman, J. Ostrander, T. Pinion, R. Daum, K. Stieve, D. Helms, member of the press and others.

**1. CALL TO ORDER**

Mayor Nelson called the meeting to order at 7:02pm.

**2. ROLL CALL AND PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

**3. APPROVAL OF PREVIOUS MINUTES**

Moved by: Ellington

Seconded by: Hause

**Motion: CARRIED**

**4. APPROVAL OF AGENDA**

Moved by: Hazard

Seconded by: Olson

**Motion: CARRIED**

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

Police Chief Justin Carloni provided information regarding the Baraboo Police Department and future events.

**7. PUBLIC HEARINGS**

*None Scheduled.*

**8. PUBLIC INVITED TO SPEAK**

No one spoke.

**9. MAYOR'S BUSINESS**

- Appointment of Stefanie Wagner to the Police Commission, serving until 4/30/2030.
- There will be a public hearing on June 10, 2025 at 7:00pm for any interested persons to be heard regarding a possible reduction of the Shared Ride Taxi Service Area radius.
- Per City Ordinance, annual pet licensing was due March 31st. And just a reminder, as the weather gets nice, City Ordinance also requires that dogs and cats be leashed when on sidewalks or other public property.
- City Offices will be closed on Monday, May 26th in observance of Memorial Day. All Garbage and Recycling for this week will be picked up one day later.
- Congratulations to Brad Weirich on his 15th anniversary with the City of Baraboo. Congratulations Brad!!

**10. CONSENT AGENDA**

Moved by: Ellington

Seconded by: Hazard

**Motion: CARRIED (8 to 0)**

**10.1 Accounts Payable****Resolution No: 2025-075**

THAT the Accounts Payable, in the amount of \$406,648.50 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

10.2 Temporary Liquor License, Baraboo Young Professionals

**Resolution No: 2025-076**

THAT the City Clerk be authorized to issue the following Class "B" Fermented Malt Beverage Liquor License:

- Baraboo Young Professionals, Night Market, 9-19-2025

11. **ORDINANCES ON 2nd READING**

*None.*

12. **NEW BUSINESS- RESOLUTIONS**

12.1 Agreement for Subdivision Improvements & Final Plat, Rolling Meadows North

**Resolution No: 2025-077**

Moved by: Kent

Seconded by: Lombard

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

THAT the Final Plat of for 22ND ST ADDITION TO ROLLING MEADOWS NORTH, owned 22ND ST, LLC is hereby approved subject to the provisions of Wis. Stat. ch. 236, Baraboo Municipal Code ch. 18, and the Agreement for Subdivision Improvements; and

THAT the Agreement for Subdivision Improvements for the Final Plat of Rolling Meadows North subdivision is hereby approved; and

THAT the Mayor and City Clerk are hereby authorized to execute the Agreement for Subdivision Improvements for the Plat of 22<sup>ND</sup> STREET ADDITION TO ROLLING MEADOWS NORTH Subdivision.

**Motion: CARRIED (8 to 0)**

12.2 Sculpture Donation

**Resolution No: 2025-078**

Moved by: Ellington

Seconded by: Kent

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

THAT the donation of a metal Dr. Evermore bird sculpture valued at \$3,000 be accepted from the Baraboo Public Arts Association and installation be permitted on the adjacent to the portion of the river walk on the north side of the Baraboo Municipal Building.

**Motion: CARRIED (8 to 0)**

12.3 Recyclable & Non-Recyclable Collection, Hauling, and Disposal

**Resolution No: 2025-079**

Moved by: Hazard

Seconded by: Ellington

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

That the assignment of the Contract for Recyclable and Non-Recyclable Solid Waste Collection, Hauling, Disposal and/or Processing Services with Peterson Sanitation, Inc. be approved and that the City Administrator and City Clerk are hereby authorized to execute the attached Consent to Assign document..

**Motion: CARRIED (8 to 0)**

12.4 GovOS Renewal

**Resolution No: 2025-080**

Moved by: Hazard

Seconded by: Hause

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

That the three-year proposal from GovOS for a total amount of \$13,210.63 be approved.

1<sup>st</sup> year Contract = \$4,217.13

2<sup>nd</sup> year Contract = \$4,400.49

3<sup>rd</sup> year Contract = \$4,593.01

**Motion: CARRIED (8 to 0)**

12.5 Replacement of Lead Service Lines

**Resolution No: 2025-081**

Moved by: Kent

Seconded by: Lombard

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

That Change Order #1 to the State Highway 33: Lead Service Line Replacement contract with Terrytown Plumbing in the amount of \$53,698.24 to replace eight (8) Private Lead Services, funded by a WDNR SDWLP Loan, is hereby accepted and the Mayor and City Clerk are authorized to execute the attached Change Order # 1.

**Motion: CARRIED (8 to 0)**

12.6 Downtown Street Light Replacement Project

**Resolution No: 2025-082**

Moved by: Ellington

Seconded by: Hause

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

THAT the City Council authorizes the City Administrator to enter into a contractual agreement, on its behalf, with Short Elliott Hendrickson (SEH) for preliminary engineering services for the Downtown Street Light Replacement project, on a Time and Material basis, Not-to-Exceed the amount of \$5,200.

**Motion: CARRIED (8 to 0)**

**13. NEW BUSINESS ORDINANCES**

13.1 Revise §18.07(17), Library Fees

Moved by: Ellington

Seconded by: Hazard

Motion to approve the 1st reading of **Ordinance No. 2652** revising §18.07(17), Library Fees, to allow fees be used for the payment of capital costs and remove the requirement that Impact Fees not used prior to 12-31-2025 be refunded.

WHEREAS, both population and employment within the City and the Carnegie-Schadde Memorial Public Library's service area continue to grow, creating demands for new residential development; and

WHEREAS, new development often overburdens existing public facilities, including libraries; and

WHEREAS, the general welfare of the citizens of the City requires that the public facilities of the Carnegie-Schadde Memorial Public Library be expanded and improved to meet the demands of new development; and

WHEREAS, an equitable development impact fee system enables the City to impose a more proportionate share of the costs of required improvements to the library on those developments that create the need; and

Now therefore; be it resolved by the COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

**18.07 DESIGN STANDARDS**

(17) LIBRARY FEES. (2207 09/13/2005)

(a) Fees for Plats or Maps approved after September 13, 2005. All persons subdividing or platting land, including minor land divisions and condominium plat where the final plat or Certified Survey Map is approved and recorded after September 13, 2005, for residential purposes, in any zoning district, and all persons seeking a building permit for new residential construction after September 13, 2005, such lands being located within the City shall pay a library fee to the City for each residential dwelling unit in the amount of \$415.00.

(b) Payment of Fees. Payment of library fees under this Section shall be paid to the City at the time an application is filed for a Building Permit as provided in §17.50 of the Zoning Code or for a Type 1 Manufactured Home Park at the time a manufactured home is placed for occupancy. All library fees collected under the provisions of this Section shall be placed in a non-lapsing special fund for the Baraboo Public Library and shall be separate from the City's General Fund and this special fund shall be used exclusively for the construction, expansion or improvement of the Carnegie-Schadde Memorial Public Library, including legal, engineering and design costs as provided for in §66.0617(1)(a), Wis. Stats.

(c)

(d) Appeals Procedure. Any person believing that the Library Impact fee has been improperly assessed shall have a right to review and appeal pursuant to Ch. 6 of the Code of Ordinances.

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

**Motion: CARRIED (8 to 0)**

13.2 Amend §19.04, Park Regulations, Closing Hours

Moved by: Hause

Seconded by: Ellington

Motion to approve the 1st reading of **Ordinance No. 2653** amending §19.04, Park Regulations, Closing Hours, to extend the hours of the Pat Liston Dog Park.

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

1. Section 19.04 is amended as follows:

**19.04 CLOSING HOURS.** (2511 03/12/2019)

(1) No person shall be or remain in any park between the hours of 10:00p.m. and 6:00a.m., with the exception of the Pat Liston Dog Park, which shall be open from ~~sunrise~~ 6:00am to ~~sunset~~ 9:00pm, except with written permission granted by the Parks and Recreation Commission or the Parks and Recreation Director to use the park during said prohibited hours under terms and conditions to be determined by the Parks and Recreation Commission or the Parks and Recreation Director; provided this section shall not prohibit passing through a park area on a public roadway, walkway or the Riverwalk without stopping.

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

**Motion: CARRIED (8 to 0)**

**14. ADMINISTRATOR AND COUNCIL COMMENTS**

Adm. Young thanked staff and local organizations for their help with the May 10th Spring Fair on the Square.

Ald. Ellington noted that the Public Safety Committee mtg. will be held on Monday, May 19th.

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

The City officially acknowledges receipt and distribution of the following:

**Reports:** Building Inspection, April 2025

Copies of the Meeting minutes included in this packet:

**Finance/Personnel Committee Meeting Minutes**

**April 8, 2025, 6:00 p.m.**

**City Hall, Committee Room #205  
101 South Blvd., Baraboo, WI 53913**

Members Present: Kent, Kierzek

Members Absent: Sloan

Others Present: Adm. Young, Clerk Zeman, J. Ostrander, T. Pinion, L. Laux, A. Lombard, D. Olson, Brett Topham

**1. Call Meeting to Order**

Ald. Kent 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 March 25, 2025**

**Moved by:** Kierzek

**Seconded by:** Kent

**CARRIED (2 to 0)**

**1.d Approve Agenda**

**Moved by:** Kierzek

**Seconded by:** Kent

**CARRIED (2 to 0)**

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

**Moved by:** Kent

**Seconded by:** Kierzek

Recommend paying \$230,482.24 of Accounts Payable.

**CARRIED (2 to 0)**

**2.b Fee Schedule**

Staff will continue to amend the Fee Schedule based on recommendations from the Finance/Personnel Committee meeting. No action taken, this will come back to the committee on April 22, 2025.

**2.c Geographic Information System (GIS) Support**

T. Pinion noted that Short Elliot Hendrick's (SEH) provided GIS services for the City the end of 2023 and 2024 due to the loss of the Engineering Tech. Because we are still looking for help with this, staff requested they submit a quote to continue to provide these services. They have submitted a quote to not exceed \$5,000 for GIS support services for 2025. It was reviewed by Public Safety Committee and recommend for approval.

**Moved by:** Kierzek

**Seconded by:** Kent

Recommend accepting a Proposal from SEH for GIS support services, as needed, and not to exceed \$5,000 for 2025.

**CARRIED (2 to 0)**

**3. Discussion Items**

*None.*

**4. Adjournment**

**Moved by:** Kierzek

**Seconded by:** Kent

That the meeting adjourn at 6:19pm.

**CARRIED (2 to 0)**

**CITY OF BARABOO ADMINISTRATIVE MEETING  
Meeting Minutes**

**April 1, 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, City Clerk - Brenda Zeman, Police Captain - Ryan Labroschian, Finance Director - Julie Ostrander

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**1. CALL TO ORDER**

1.a ROLL CALL OF MEMBERS

1.b NOTE COMPLIANCE WITH OPEN MEETING LAW

1.c APPROVE MINUTES, March 4, 2025

**Moved by:** Lombard

**Seconded by:** Hazard

Approve minutes of March 4, 2025

Motion: CARRIED

1.d APPROVE AGENDA

**Moved by:** Thurow

**Seconded by:** Hazard

Approve April 1, 2025 agenda

Motion: CARRIED

**2. ACTION ITEM(S)**

2.a Temporary Liquor License, Downtown Baraboo Inc.

Police had no problems or issues.

**Moved by:** Lombard

**Seconded by:** Hazard

Recommendation to the Common Council on approving a Temporary Class "C" Wine Liquor License to Downtown Baraboo, Inc., Spring Wine Walk, 5-2-2025.

Motion: CARRIED

**3. INFORMATIONAL ITEM(S)**

3.a Date and time of next meeting, May 6, 2025

**4. ADJOURNMENT (Voice Vote)**

Adjourn at 08:02 am

**Moved by:** Lombard

**Seconded by:** Hazard

Adjourn at

Motion: CARRIED

**Minutes of the Public Safety Committee Meeting – March 31, 2025**

**Members Present:** David Olson and John Ellington. Steve Hause absent. **Others Present:** Mayor Nelson, City Engineer Tom Pinion, Interim Police Chief LaBroscian, Tony Gilman, Jon Baker, and Andy Kilgallon.

**Call to Order** – Chairman John Ellington called the meeting to order at 10:30 a.m. 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 February 24, 2025 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.*) – Jon Baker, Vice President of Baraboo addressed the Committee in support of the MOU between the City of Baraboo and the School District. Andy Killgallon, President of Baraboo introduced himself to the Committee; he did not add anything to Baker's comments.

**Action Items**



- a. Review and approve a proposed 5-foot wide Underground Easement with Alliant Energy for Electric and Communication facilities along the south property line of the former I AM Dairy property at 105 Vine Street – Pinion presented the background and said that Alliant is looking to get rid of some overhead lines and putting them underground. It was moved by Olson, seconded by Hause to approve the proposed 5-foot wide underground easement as presented, Motion carried unanimously.
- b. Review and recommend amending Section 7.165, All-Terrain/Utility Terrain Vehicles in the General Code of Ordinances to include STH 136 from the Carpenter Street/Hatchery Road intersection to the northern City limits – Pinion said that the Ordinance that was revised late last year was sent to the State and they have requested a minor amendment to clarify the City's jurisdictional limits. It was moved by Hause, seconded by Olson to recommend amending Section 7.165, All-Terrain/Utility Terrain Vehicles as presented. Motion carried unanimously.
- c. Review and recommend approval for a Memorandum of Understanding with the School District of Baraboo for the 2025 Fireworks display – Pinion presented the background and the proposed changes. This year the school parking lots will be open for parking except for GLW and the driving range. A rain date of July 19 is also being added to the MOU. Pinion said that they would be providing security for this event, there is a concurrent event at the campus and anything at the campus will be covered under Bara booms, but any law enforcement there is not there for them, they choose to be there. Pinion said he might ask for volunteers from DPW to help with surveillance on parking lots and possible cleanup. Olson moved, Hause seconded to recommend approval for a MOU with the School District for the 2025 Fireworks display as presented. Motion carried unanimously.
- d. Review and recommend approve of a Resolution in support of Low Mow May – Pinion presented the background for the request. It was moved by Hause, seconded by Olson to recommend approval of a resolution in support of Low Mow May as presented. Motion carried unanimously.
- e. Review and recommend approval of a Proposal from Short Elliott Hendrickson (SEH) to continue GIS services through 2025 – Pinion said the City has a significant inventory of underground utilities, streets, trees, etc. He said that SEH has provided GIS services for the past 18 month, the last agreement we made with them went through the end of 2024. Staff is requesting approving their proposal to extend the GIS services through 2025 at an amount not to exceed \$5000, the cost of which will be shared by the Sanitary, Water, and Storm Utilities with contribution from the Street Light and Forestry funds too, as needed. Olson moved, Hause seconded to approve the proposal from SEH to continue GIS services through 2025 as presented. Motion carried unanimously.
- f. Review and recommend sale of a 50-foot wide strip of City-owned land on south side of Sauk Avenue between Seneca's and Sysco's respective properties – Pinion presented the background and aerial view of the request. He said a survey was recently conducted on these properties and it seems that certain improvements to the properties on both sides of this 50-foot wide City-owned property encroach thereon. Consideration should be given to Quit Claiming this property to both neighbors; 43 feet to the westerly neighbor and seven feet to the easterly neighbor. It was moved by Hause, seconded by Olson to recommend the sale of a 50-foot wide strip of City-owned land with negotiations with Seneca and Sysco. Motion carried unanimously.
- g. Review and recommendation to the Common Council on the addition of Section 1.22 to the Code of Ordinances, creating a Bicycle and Pedestrian Commission for the City of Baraboo – Pinion said the Committee reviewed a draft version of this proposed Ordinance previously and there were several minor revisions during the interim. It was moved by Olson, seconded by Hause to recommend to the Council the addition of Section 1.22 to the Code of Ordinances as presented. Motion carried unanimously.
- h. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for February and March 2025 - It was moved by Hause, seconded by Olson to approve billing adjustments/credits for February and March as presented. Motion carried unanimously.

## **Reports**

- a. Utility Superintendent's Report

- i. Staffing Updates – Pinion said that about the same time each year both the sewer and water utility employees end up working 10-hour days and continue for 3 months (April, May, and June).
  - ii. Project Updates – Pinion said that a well contractor has finished the rehab and cleaning of Well #6 located on Sauk Avenue next to Sysco. The well has been put back into service and will be monitored over the next two months to determine the effectiveness of the rehab.
- b. Street Superintendent's Report
- i. Staffing Updates – Staffing remains the same.
  - ii. Activity Report – Gilman said there were no significant snow events in March. Crew began removing the deteriorated wall at Ochsner Park along 8<sup>th</sup> Avenue. He said this area would be restored with grass and built to a maintainable slope for future maintenance. Public Works staff ground and filled the 98 stumps resulting from the past winters tree removals. He said that no material was purchase; the screened topsoil created from in house composting allowed us to restore the ground areas. Gilman said staff began prepping spring/summer/fall equipment. Pinion said the water was shut off to the home that burned on Mulberry Street. Water crew replaced a lead serve last week, and there are five more currently scheduled for the upcoming months. Pinion said the 2024 consumer confidence report is being updated and will be available on the City's website when finished.
- Gilman said Public Works, Parks, and Forestry staff have been meeting bi-weekly to discuss progress, schedules, projects, and goals. There are many regularly scheduled tasks and specific projects that can benefit by having a department partnership scheduled out in advance to maximize staff and minimize time. Having a continuous steam of conversation allows both departments to better schedule materials and equipment needed to complete each department's tasks.
- c. Police Chief's Report
- i. Staffing Updates – LaBroschian said that the application process for the vacation patrol position was closed last Friday. He said there were 18 applications and moving forward with 16 applicants. He said the beginning of March the final patrol officer successfully completed his field training. LaBroschian stated that the Department celebrated George Bonham's 40<sup>th</sup> Anniversary with the Department.
  - ii. Case/Response Update – Reports are included in the packets.

**Adjournment** – There being no further business, Ellington declared the meeting adjourned at 11:23 a.m.

**16. ADJOURNMENT**

Moved by: Hazard

Seconded by: Ellington

That the meeting adjourn at 8:01pm.

**Motion: CARRIED**

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Brenda M. Zeman, City Clerk

**10.1**

**RESOLUTION NO. 2025 -**

**Dated: May 27, 2025**

**The City of Baraboo, Wisconsin**

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

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

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

**Offered By:** Consent  
**Motion:**  
**Second:**

**Approved by Mayor:** \_\_\_\_\_  
**Certified by City Clerk:** \_\_\_\_\_

RESOLUTION NO. 2025 -

Dated: May 27, 2025

**The City of Baraboo, Wisconsin***Background:*

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

**Resolved, by the Common Council of the City of Baraboo, confirms the Mayor's appointments as follows:**

THAT, Heather Kierzek and Scott Sloan be re-appointed to the Baraboo Area Joint Fire and Emergency Medical Services District Commission serving until the District's annual meeting in June, 2027.

**Offered By:** Consent  
**Motion:**  
**Second:**

**Approved by Mayor:** \_\_\_\_\_  
**Certified by City Clerk:** \_\_\_\_\_

## 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.

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

**Comments:** Budget amendments are budgetary transfers from one budgeted expenditure account to another. Budget amendments, that are new appropriations, were not budgeted. The 2025 City Budget provides funds for publishing amendments.

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

That the following budget amendments are authorized:

- 1<sup>st</sup> Quarter, 2025 New Appropriation Budget Amendments for \$448,658.00
  - City Fund Family \$685,201
  - Library Funds \$ 64,541
- 1<sup>st</sup> Quarter, 2025 City-Wide Budgetary Transfers \$749,742.00
  - City Fund Family \$448,658
  - Library Funds \$ 46,000

See attached amendment schedules.

**Offered by:** Finance/Personnel Committee

**Approved by:** \_\_\_\_\_  
Mayor

**Motion:**

**Second:**

**Certified by:** \_\_\_\_\_  
City Clerk

City of Baraboo 2025 1st Quarter Budget Amendment Common Council approved the following Budget Amendments at their May 27, 2025 meeting:						
Account Number	Department	Account	Original 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	Lib Mat-Juvenile	12,250.00	(250.00)	-	12,000.00
285-51-55112-327-000	Library Operations	Lib Mat-Teen	4,700.00	(200.00)	-	4,500.00
285-51-55112-329-000	Library Operations	Lib Mat - Electronic	6,350.00	150.00	-	6,500.00
285-51-55115-260-000	Library Operations	Repair & Maint Serv-Buildings	12,900.00	100.00	-	13,000.00
285-51-55115-360-000	Library Operations	Repair & Maint Matl - Building	4,500.00	100.00	-	4,600.00
	LIB-Appropriate funds for budget reductions					
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	Cost Reallocation	37,000.00	26,000.00	26,000.00	63,000.00
	LIB-Appropriate funds for budget reductions					
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
940-51-59228-900-000	Friends of the Library	Transfer to Library Operating	-	2,000.00	2,000.00	2,000.00
940-51-59285-900-000	Friends of the Library	Transfer to Library Seg	3,000.00	(3,000.00)	-	-
940-51-59228-900-000	Friends of the Library	Transfer to Library Operating	-	3,000.00	-	3,000.00
	LIB-Approp funds for budget reductions					
425-52-49120-000	Park/Rec Capital Equip Fund	Proceeds from Notes	-	(64,500.00)	-	(64,500.00)
425-52-55200-810-000	Park/Rec Capital Equip Fund	Vehicle Purchase	-	64,500.00	11,856.00	64,500.00
425-52-48300-000	Park/Rec Capital Equip Fund	Sale of Assets	(8,000.00)	(2,500.00)	-	(10,500.00)
425-10-59230-900-000	Park/Rec Capital Equip Fund		-	2,500.00	2,354.00	2,500.00
300-10-49243-000	Debt Service - General Government	Transfer from Capital Projects		(2,500.00)		
300-10-58220-620-170	Debt Service - Interest on Notes	Interest on Notes - LOC 2017	26,500.00	2,500.00	-	29,000.00
	PK-Approp funds for 2024 RAM 4WD Dump Truck					
423-31-49300-000	PW Capital Equipment Fund	Fund Balance Applied	(35,500.00)	(36,900.00)	-	(72,400.00)
423-31-53270-814-000	PW Capital Equipment Fund	Equipment Purchases	-	36,900.00	-	36,900.00
	PW-Approp funds for 2016 JLG E400 Basket Lift					
100-52552-00-345-000	Parks	Chemicals	2,800.00	(150.00)	-	2,650.00
100-52-55200-321-000	Parks	License & Fees	-	150.00	-	150.00
	PW-Trans chemicals to Licenses & Fees					
100-14-51400-330-000	General Fund - City Administrator	Travel & Training	3,000.00	(500.00)	-	2,500.00
100-10-56740-720-000	General Fund - Pink Lady Rail Commission	Grants. Donations. Contribs	-	500.00	-	500.00
	PW-Trans Adm Travel & Training to Pink Lady					
423-31-53240-814-000	PW Capital Equipment Fund	Equipment Purchase	297,000.00	92,958.00	92,958.00	389,958.00
423-31-53350-814-000	PW Capital Equipment Fund	Equipment Purchase	-	268,690.00	268,690.00	268,690.00
423-31-49300-000	PW Capital Equipment Fund	Fund Balance Applied	(72,400.00)	(361,648.00)		(434,048.00)
	Appropriate funds for Open 2024 PO - Tandum builds					
423-31-48300-000	PW Capital Equipment Fund	Sale of Assets	(115,000.00)	(65,000.00)		(180,000.00)
423-31-53240-814-000	PW Capital Equipment Fund	Equipment Purchase	389,958.00	65,000.00	65,000.00	454,958.00
	Appropriate trade proceeds for toolcat					
100-31-53630-270-000	Street Department - Solid Waste Disposal	Special Services	541,400.00	(143,703.00)		397,697.00
100-31-53635-290-000	Street Department - Recycling	Other Contracted Services	-	143,703.00		143,703.00
	Redistribute garbage collection contract					
100-20-48550-450	Police	Canine Therapy Contributions	-	(1,465.00)		(1,465.00)
100-20-49310-450	Police	Fund Bal Applied-Desig THERAPY	-	(1,835.00)		(1,835.00)
100-20-48540-420	Police	Canine Unit Contributions	(3,250.00)	(1,340.00)		(4,590.00)
100-20-49310-420	Police	Fund Bal Applied-Desig Canine	-	(1,160.00)		(1,160.00)
100-20-52140-392-420	Police - Canine Unit	Small Equipment Purchase	800.00	2,500.00	2,500.00	3,300.00
100-20-52150-392-450	Police - Canine therapy	Small Equipment Purchase	-	3,300.00	3,300.00	3,300.00
	Appropriate funds for Canine equipment					
100-10-43790-000	General Fund Grants	Other Local Govt Grants	(5,000.00)	(2,000.00)	-	(7,000.00)
100-31-53230-319-000	Street Department	Safety	2,000.00	2,000.00	2,000.00	4,000.00
	Appropriate CVMIC Member Spotlight grant - PW					
Net impact on All Fund budgets				749,742.00	494,658.00	
Net impact on City's Fund Family				685,201.00	448,658.00	
Net impact on Library Funds				64,541.00	46,000.00	
Published by the authority of the City of Baraboo						
Julie Ostrander, Finance Director						

## The City of Baraboo, Wisconsin

**Background:** The City approved the Library Impact Fees in September 2005. The existing ordinance contains a “sunset” date of Dec. 31, 2025 but City Staff would like to continue collecting Library Impact Fees in the future.

The Administrative Committee reviewed this matter at their May 6<sup>th</sup>, 2025<sup>th</sup> meeting and recommended approval of the proposed Ordinance revision.

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

### **An Ordinance revising Section §18.07 (17) Library Fees continue collecting Library Impact Fees.**

WHEREAS, both population and employment within the City and the Carnegie-Schadde Memorial Public Library's service area continue to grow, creating demands for new residential development; and

WHEREAS, new development often overburdens existing public facilities, including libraries; and

WHEREAS, the general welfare of the citizens of the City requires that the public facilities of the Carnegie-Schadde Memorial Public Library be expanded and improved to meet the demands of new development; and

WHEREAS, an equitable development impact fee system enables the City to impose a more proportionate share of the costs of required improvements to the library on those developments that create the need; and

Now therefore; be it resolved by the COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

### **18.07 DESIGN STANDARDS**

#### **(17) LIBRARY FEES. (2207 09/13/2005)**

- (a) Fees for Plats or Maps approved after September 13, 2005. All persons subdividing or platting land, including minor land divisions and condominium plat where the final plat or Certified Survey Map is approved and recorded after September 13, 2005, for residential purposes, in any zoning district, and all persons seeking a building permit for new residential construction after September 13, 2005, such lands being located within the City shall pay a library fee to the City for each residential dwelling unit in the amount of \$415.00.
- (b) Payment of Fees. Payment of library fees under this Section shall be paid to the City at the time an application is filed for a Building Permit as provided in §17.50 of the Zoning Code or for a Type 1 Manufactured Home Park at the time a manufactured home is placed for occupancy. All library fees collected under the provisions of this Section shall be placed in a non-lapsing special fund for the Baraboo Public Library and shall be separate from the City's General Fund and this special fund shall be used exclusively for payment of capital cost for the construction, expansion or improvement of the Baraboo Carnegie-Schadde Memorial Public Library, including legal, engineering and design costs ~~and~~ as provided for in §66.0617(1)(a), Wis. Stats.

~~(e) Impact fees that are imposed and collected but not used prior to December 31, 2025, for the payment of capital costs associated with library expansion shall be refunded to the current owner of the property with respect to which the impact fees were imposed.~~

~~(d)~~(c) Appeals Procedure. Any person believing that the Library Impact fee has been improperly assessed shall have a right to review and appeal pursuant to Ch. 6 of the Code of Ordinances.

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 \_\_\_\_\_, 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: \_\_\_\_\_



**Ordinance No.**  
**The City of Baraboo, Wisconsin**

**Background:** At its April 14th meeting, the Parks and Recreation Commission reviewed the current opening and closing times for the Baraboo Dog Park in response to concerns raised by the Friends of Baraboo Parks Dog Park Subcommittee. The existing hours, sunrise to sunset, limit park accessibility, particularly during the winter months when daylight is scarce.

After discussing several options, the Commission determined that standardized hours would better serve the community. As a result, the Commission recommends an ordinance change for the dog park hours to 6:00am to 9:00pm year-round to provide consistent and extended access for park users.

<b>Fiscal Note: (check one)</b> <input checked="" type="checkbox"/> <b>Not Required</b> <input type="checkbox"/> <b>Budgeted Expenditure</b> <input type="checkbox"/> <b>Not Budgeted</b>	<b>Comments:</b>
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An Ordinance amending §19.04 to extend the hours of the Pat Liston Dog Park.

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

1. Section 19.04 is amended as follows:

**19.04 CLOSING HOURS.** (2511 03/12/2019)

- (1) No person shall be or remain in any park between the hours of 10:00p.m. and 6:00a.m., with the exception of the Pat Liston Dog Park, which shall be open from ~~sunrise~~ 6:00am to ~~sunset~~ 9:00pm, except with written permission granted by the Parks and Recreation Commission or the Parks and Recreation Director to use the park during said prohibited hours under terms and conditions to be determined by the Parks and Recreation Commission or the Parks and Recreation Director; provided this section shall not prohibit passing through a park area on a public roadway, walkway or the Riverwalk without stopping.

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 \_\_\_\_\_, 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: \_\_\_\_\_

**The City of Baraboo, Wisconsin**

**Background:** The Community Development Authority is planning significant improvements and updates to the 40-unit Corson Square building on Ninth St. As part of the funding package, the project is expected to receive approximately \$4 million in tax credits from WHEDA, which can then be sold to an investor, with the proceeds funding a portion of the renovations. Most investors require some type of guarantee, given the very small chance that some mistake by the CDA or a hired management firm render some portion of the tax credits not redeemable. In order to attract the highest income from the sale of the tax credits, this resolution ensures that the City will guarantee redemption of the tax credits up to the amount of \$1 million.

The Finance and Personnel Committee discussed this proposal at their May 13 meeting and the specific wording below at their May 27 meeting.

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

WHEREAS, the Baraboo Community Development Authority (CDA) is converting the Corson Square facility from Housing and Urban Development (HUD) Public Housing to a HUD-Blended RAD Section 18 program; and

WHEREAS, the CDA will be utilizing Wisconsin Housing and Economic Development Authority (WHEDA) low income tax credits to help fund the conversion and improvement of the property; and

WHEREAS, a tax credit investor requires a guarantee for the tax credit delivery obligations by the CDA related to operation and management of Corson Square after renovations are completed; and,

WHEREAS, the creation and improvement of rent-assisted housing in Baraboo is valued as a public good which benefits the community;

NOW THEREFORE, BE IT RESOLVED, the Baraboo Common Council approves a guaranty in the amount of \$1,000,000 for the selected Corson Square tax credit investor for tax credit delivery obligations by the CDA related to operation and management of the Corson Square property after renovations are completed; and

BE IT FURTHER RESOLVED, City staff are authorized to prepare a guaranty agreement with the tax credit investor, once selected, and bring forth said agreement for Council approval.

**Offered by:** Finance and Personnel Comm.   **Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_

RESOLUTION NO. 2025 -

Dated: May 27, 2025

**The City of Baraboo, Wisconsin**

**Background:** The City has requested a Proposal from Ehlers and Associates for amending the TID 12 boundary and project Plan. Ehlers and Associates has submitted an engagement letter breaking their activities into three phases and the City has a right to terminate the project at the conclusion of each phase. Ehlers and Associates is the City's official financial advisor.

The cost for the Proposal for Phase 1 – Feasibility Analysis is \$6,500; the cost for Phase 2 – Project Plan Development and Approval is \$8,000, and the cost for Phase 3 – State Submittal is \$2,500. The City would be responsible for providing the necessary mapping and SEH submitted a Proposal to provide the required mapping at a cost of \$3,700. The City can terminate the agreement following the completion of any of the Phases.

The Finance/Personnel Committee considered this matter at their May 13, 2025 meeting.

**Fiscal Note:** (✓ one) [x ] Not Required [] Budgeted Expenditure [] Not Budgeted  
**Comments:**

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

That Ehlers and Associates's Proposal to Amend TID No. 12 and SEH's Proposal to provide the TID 12 mapping be accepted and authorize the City Administrator and City Clerk to sign the respective Agreements.

**Offered by:** Finance Committee**Approved:** \_\_\_\_\_**Motion:****Second:****Attest:** \_\_\_\_\_

April 24, 2025

Julie Ostrander, Finance Director  
John Young, City Administrator  
City of Baraboo, Wisconsin  
101 South Blvd.  
Baraboo, WI 53913

**Re: Written Municipal Advisor Client Disclosure with the City of Baraboo (“Client”) for 2025  
Tax Incremental District No. 12 Amendment (“Project” Pursuant to MSRB Rule G-42)**

Dear Julie and John:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

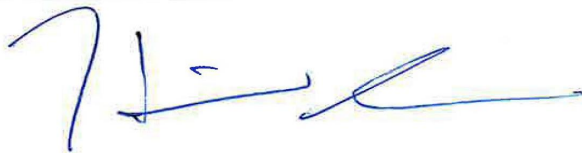
This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Harry Allen  
Municipal Advisor

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

### DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

## **Material Legal or Disciplinary Events**

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

## **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

## **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B

### WI TIF Creation

#### Scope Of Service

Client has requested that Ehlers & Associates assist Client with an amendment to Tax Incremental District No. 12 (“Project”). Ehlers & Associates proposes and agrees to provide the following scope of services:

#### Phase I: Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers & Associates will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
  - ✓ Equalized Value test.
  - ✓ Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
  - ✓ Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
  - ✓ Identification of the type or types of districts that may be created.
  - ✓ A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
  - ✓ A summary of the development assumptions used with respect to timing of construction and projected values.
  - ✓ Projections of tax increment revenue collections to include annual and cumulative present value calculations.
  - ✓ Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
  - ✓ If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues.

- ✓ A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
- ✓ A draft timetable for the Project.
- ✓ Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- ✓ When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels.
- ✓ Ehlers & Associates will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission, or governing body.

## Phase II: Project Plan Development And Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board acts on the Project. As part of Phase II services, Ehlers & Associates will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.

<sup>1</sup>If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Submit to the Client an electronic version of the draft Project Plan for initial review and comment.

- Coordinate with Client staff to confirm dates and times for the meetings indicated within the table beginning on the following page. Ehlers & Associates will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

Meeting	Ehlers & Associates Responsibility	Client Responsibility
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Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>

Meeting	Ehlers & Associates Responsibility	Client Responsibility
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters.</p> <p>Attend hearing to present draft Project Plan.</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Distribute Project Plan &amp; resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan &amp; resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes.</p>

Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>
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- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

### Phase III: State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers & Associates will:

- Coordinate with Client's assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet.
- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

### Compensation - Flat Fee Portion Of Engagement

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers & Associates as follows:

Phase I	\$ 6,500
Phase II	\$ 8,000
Phase III	\$ 2,500
<b>Total</b>	<b>\$ 17,000</b>

- ✓ Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- ✓ In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

### **Compensation: Hourly Services Portion Of Engagement**

Ehlers & Associates will bill Client on an hourly basis for services requested by Client in conjunction with the engagement that are not specifically identified in the Scope of Service set forth in this letter. Examples would include:

- Attendance at additional meetings beyond the four required for approval or amendment of the District (Organizational Joint Review Board, Plan Commission (or CDA), Governing Body and Final Joint Review Board).
- Review of development agreements related to the District's Project Plan and participation in negotiations with developers.

Hourly services will be billed at a rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour.

### **Payment For Services**

For all compensation due to Ehlers & Associates, we will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

### **Client Responsibility**

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.

- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition <b>or</b> Subtraction	\$1,000
Amendment Packet with Territory Addition <b>and</b> Subtraction	\$2,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

2025 TAX INCREMENTAL DISTRICT NO. 12  
PROJECT PLAN & BOUNDARY AMENDMENT  
CITY OF BARABOO WI

*Proposed Timetable - 4/29/25*

ACTION DATE	STEP
May	City will provide Ehlers with the maps, list of projects and costs, a list of the parcel tax key #'s within the amended area to the District, pertinent parcel information, etc.
	Ehlers will prepare & provide the City with a feasibility analysis report, options, and/or draft project plan document.
June 2	Ehlers' will e-mail a Notice to Official City Newspaper of organizational JRB meeting & public hearing. (cc: City)
	Ehlers will e-mail & mail notification letters, along with required enclosures, to overlapping taxing jurisdictions of JRB organizational meeting & public hearing, as well as the agenda - to be posted by the City. (cc: City & attorney) <i>(Letters must be postmarked prior to first publication).</i>
June	Ehlers will provide City, overlapping taxing entities, and/or City Attorney with [revised] draft Project Plan document, if not yet provided and/or necessary, as well as agenda language (City to post) & resolution (City to distribute) for first meetings, and will also request legal opinion of the plan.
June 10	Publication of Public Hearing & JRB Meeting Notice <i>(At least 7 days prior to public hearing &amp; at least 5 days prior to JRB meeting)</i>
June 17	Joint Review Board meets to review plan, appoint chairperson and public member and set next meeting date. <i>(Prior to public hearing &amp; within 14 days of the public hearing notice publication)</i>
	Plan Commission Public Hearing on Project Plan and TID boundary. <i>(Within 14 days of publication)</i>
	Plan Commission reviews Project Plan & approval of District Project Plan and boundaries.
June	Ehlers will provide City & City Attorney with revised draft Project Plan, if necessary, as well as agenda language (City to post) & resolution (City to distribute) for Council meeting. Also request legal opinion from City Attorney approving the Project Plan (to be inserted into the plan prior to the Council meeting).
July 8	Council reviews Project plan & adopts resolution approving District Project Plan and boundaries.
July 14	Ehlers' will e-mail a Notice to Official City Newspaper of JRB meeting. (cc: City)
	Ehlers will mail notices & required attachments to JRB of the final meeting, along with the Agenda (City to post). (cc: City & Attorney) <i>(Letters/documents are not required to be sent prior to the meeting).</i>
July 21	Publication of JRB Meeting Notice <i>(At least 5 days prior to meeting)</i>
July 28 - Aug. 25	Joint Review Board meets to consider approval District Project Plan and boundaries. <i>(Within 45 days of notification of meeting / receipt of Plan Commission &amp; Council resolutions)</i>
June - Oct.	Ehlers will notify the DOR within 60 days of approval that the TID amendment took place. Ehlers will then gather, prepare, and submit state forms & required documents to the state, once the 2025 assessed parcel values are available (following the BOR) and we receive all remaining maps, legal descriptions, parcel information, documents, etc. <b>from the City. DOR deadline October 31.</b>

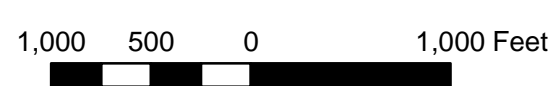
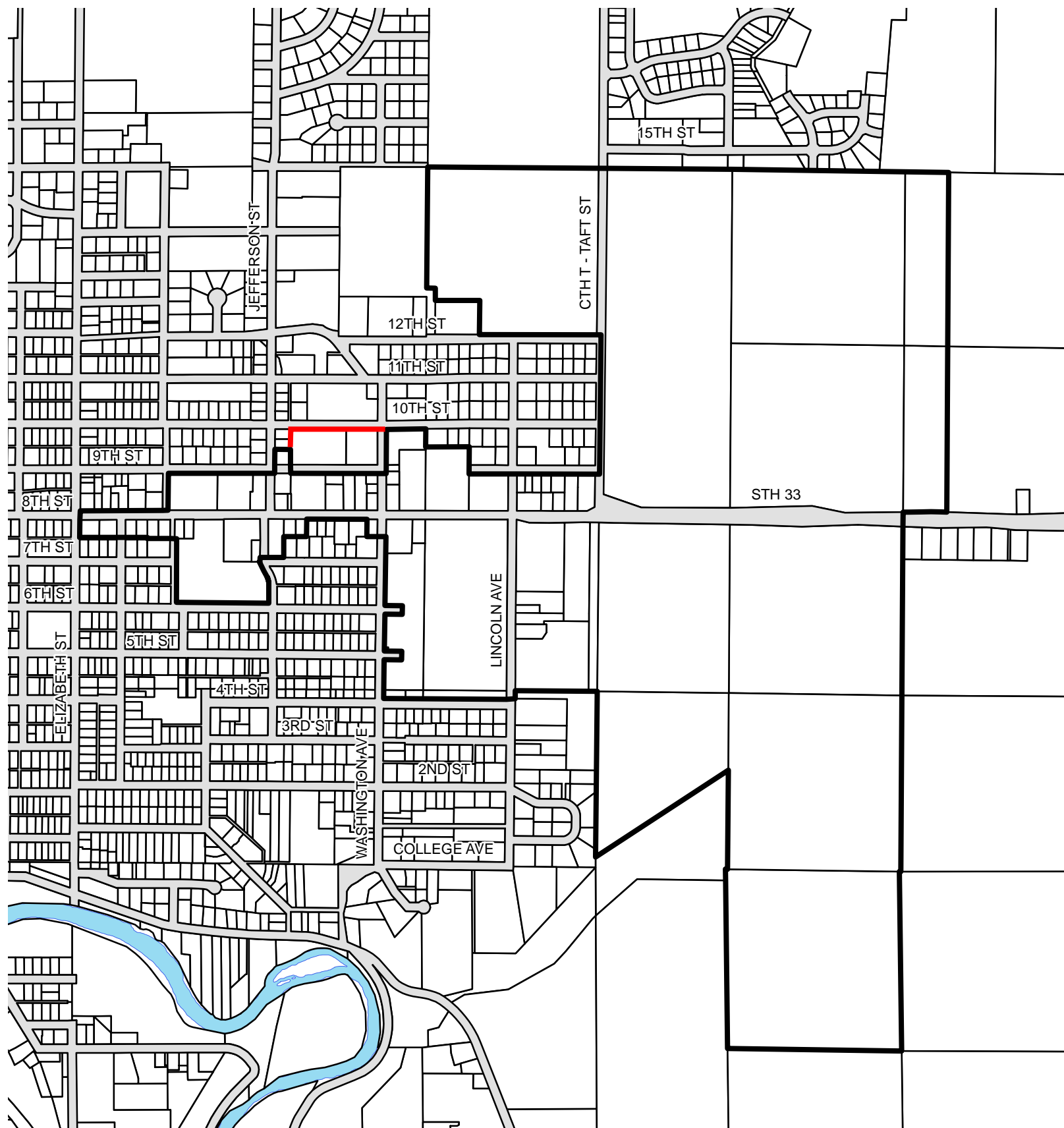
Plan Commission meets 3rd Tuesday's **Yes**

Council meets 2nd & 4th Tuesday's **Yes**

Baraboo News Republic - [pdr-legals@madison.com](mailto:pdr-legals@madison.com) **Yes**

Publishes: **Tues, Thurs, Sat's** Deadline: **7 - 10 days prior to the scheduled publication date.**

# TID 12 BOUNDARY MAP



## Agreement for Professional Services

This Agreement is effective as of April 30, 2025, between City of Baraboo (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **TID #12 Amendment Mapping Services.**

**Client's Authorized Representative:** Tom Pinion, PE  
**Address:** 101 South Blvd., Baraboo, Wisconsin 53913, United States  
**Telephone:** 608.355.2740 **email:** tpinion@baraboowi.gov

**Project Manager:** Brea Grace  
**Address:** 329 Jay Street, Suite 301, La Crosse, Wisconsin 54601  
**Telephone:** 608.977.0002 **email:** bgrace@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

- A. Create eight maps required for the Amendment:
  - 1. Map for Public Hearing Notice
  - 2. Boundary Overview Map with ½ Mile Buffer
  - 3. Parcel Map
  - 4. Existing Uses & Conditions Map
  - 5. Future Land Use Map
  - 6. Anticipated Development Map
  - 7. Mapped Wetlands
  - 8. Location Map of Public Improvements Projects
- B. Coordinate with the City, Ehlers, and Sauk County Register of Deeds regarding parcel divisions.
- C. Coordinate with the Wisconsin Department of Revenue for completion of final mapping edits.

**Schedule:** Consultant will begin work promptly after this Agreement is fully executed, with an initial set of maps completed by May 15, 2025.

### Payment:

The fee is hourly estimated to be \$3,700 including expenses and equipment.

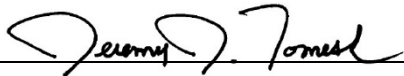
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

**Short Elliott Hendrickson Inc.**

**City of Baraboo**

By: 

By: \_\_\_\_\_

Full Name: Jeremy Tomesh, PE

Full Name: \_\_\_\_\_

Title: Principal | Client Service Manager

Title: \_\_\_\_\_



**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between City of Baraboo (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated April 30, 2025**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**The City of Baraboo, Wisconsin**

**Background:** The Community Development Authority is pursuing the renovation of the existing Corson Square apartment building and construction of an additional 56-unit building on adjacent property. The project also includes the conversion of the existing units from HUD Section 9 to HUD Section 8, which results in the property being subject to property tax. This is expected to change the cash flow for the ongoing operation of Corson Square. WHEDA is supporting this project and is requiring that the CDA demonstrate adequate income in order to make its mortgage payments. Without the assistance provided by this agreement, the CDA will be approximately \$500,000 short of the necessary mortgage funds.

Currently, the CDA pays the City an annual Payment in Lieu of Taxes of approximately \$14,000 for the Corson Square building. The CDA is requesting a development agreement which will end the PILOT and return 90% of the annual property tax to the CDA through 2042. After renovation, the annual property tax is projected to be about \$55,000, so about \$50,000 would be paid to the CDA each year, with the remaining \$5,000 being added to TID #12 revenues.

As part of the process, a new entity is created, Corson Square, L.L.C., of which the CDA is the managing member.

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

**Comments**

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

Whereas, Corson Square is a public housing project managed by the Community Development Authority and is considered tax exempt property for the purposes of property tax, and

Whereas, through previous agreement, the CDA is annually required to make a Payment in Lieu of Taxes (PILOT) to the City of Baraboo as a stipend for property tax, and

Whereas, upon the closing of the Section 18 RAD Blended Conversion, the property will lose its tax exempt status, and

Whereas, in order to maintain adequate funding for the project, the CDA will require additional annual income, and

Whereas, Corson Square, L.L.C. is requesting that the City enter into a Development Agreement in which the City will provide an economic development incentive for the project and,

Whereas, the Project will also require an amendment to the existing TID #12 boundary in order to qualify for the Development Agreement,

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

**Offered By:** Finance/Personnel Comm.

**Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

**Certified by City Clerk:** \_\_\_\_\_

## TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of May [\_\_\_\_], 2025 (the “**Effective Date**”) by and among the CITY OF BARABOO (the “**Municipality**”), a Wisconsin municipal corporation, CORSON SQUARE LLC, a Wisconsin limited liability company (“**Developer**”), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO (“**CDA**”).

### RECITALS

A. The Municipality has created Tax Incremental District No. 12 (“**District**”) as a mixed-use tax increment district under the Municipality’s project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the Municipality’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. The CDA owns the real property depicted as Lot 1 on Certified Survey Map No. 7584 (“**CSM**”) in the Exhibit A that is attached hereto and incorporated herein by reference (the “**Property**”), and the CDA intends to convey the Property to Developer pursuant to the terms of this Agreement.

C. The Municipality intends to amend the District to extend the District boundaries to include the Property. If the District’s Joint Review Board rejects the amendment of the District boundaries to include the Property, then this Agreement shall be immediately terminated and all obligations hereunder shall become null and void.

D. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, renovate and rehabilitate the Corson Square Apartments on the Property which includes, without limitation, accessibility repairs, parking, concrete and sidewalk repairs, brick repointing and masonry work, common area and unit flooring, vinyl siding, new roof membrane and shingles, gutters, exterior doors, windows, elevator repairs and equipment, replacement of baseboard heaters, work on existing alarm system, kitchen cabinets and countertops, bathroom vanities, washers and dryers, plaster and gypsum board, ceilings, flooring acoustic treatment, painting and coating, upgraded kitchen appliances and landscaping (collectively, the “**Project**”).

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

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

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

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

## AGREEMENT

### ARTICLE I – REQUIRED INFORMATION; PROJECT PLAN AMENDMENT; TERMINATION

**1.1 Required Information.** The Municipality shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.3 below, if the Required Information (as defined below) has not been timely provided by the Developer to the Municipality in form and substance reasonably acceptable to the Municipality. On or before September 15, 2025, Developer shall provide to the Municipality the following required information related to the Project (collectively, the “**Required Information**”) and such other documentation as the Municipality may request, both in form and in substance acceptable to the Municipality:

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

(i) Intended commencement and completion date,

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

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

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

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

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

(e) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement,

and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

(f) On or before the Effective Date, Developer shall provide the Municipality with all documents authorizing the appropriate officer of Developer to execute and deliver this Agreement (including, without limitation, authorizing resolutions of Developer).

**1.2 Amendment to Project Plan.** Subsequent to the Effective Date, the Municipality shall make good faith efforts to amend the Project Plan by initiating and reasonably pursuing the statutory process for the amendment of the Project Plan pursuant to the TI Act. The amendment to the Project Plan shall, at a minimum, expand the District to include the Property.

**1.3 Termination Rights.** If the Municipality does not receive the approval of the amendment to the Project Plan as contemplated herein by the Common Council and the Joint Review Board, as required by Sections 66.1105(4) and 66.1105(4m) of the TI Act, each of the Municipality, Developer and the CDA shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO, completing the Project or conveying the Property, as applicable). If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the Municipality, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the Municipality provides Developer written notice of such Default(s), the Municipality shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

## ARTICLE II – CONVEYANCE OF THE PROPERTY

**2.1 Property to be Conveyed.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, ARTICLE I above), the CDA agrees to convey the Property and all improvements thereon to Developer as set forth in this Agreement.

**2.2 General Terms and Conditions.** The conveyance that transfers the Property to Developer shall be subject to the following terms and conditions:

(a) The Property shall be conveyed by special warranty deed in the form and substance attached hereto as Exhibit B (the “**Special Warranty Deed**”) with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except for municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, the property tax exemption restriction and transfer restriction set forth in this Agreement (see Sections 2.4, 6.2 and 6.3 below) and the permitted encumbrances on the Property as set forth on Exhibit C attached hereto (collectively, the “**Permitted Encumbrances**”);

(b) Title to the Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that covers all of the Property and will be effective as of the Closing Date (as hereinafter defined) and insure the quality of title of



the subject property as provided in Section 2.2(a) above but subject to standard title insurance exceptions;

(c) Developer shall be responsible for paying all costs related to evidence of title in the form of a commitment for an owner's policy of title insurance with a gap endorsement, on a current ALTA form issued by a title insurer selected by the CDA. Further, Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner's policy (and lender's policy, as applicable) of title insurance covering the property being acquired in such amounts as may be determined by Developer. Each party hereto shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policies of title insurance described above;

(d) The taxes, assessments and utilities, if any, will be prorated on the Closing Date;

(e) The closing for the conveyance of the Property shall be on or before: (1) the thirtieth (30<sup>th</sup>) calendar day following the Municipality's receipt of the Commencement Notice (as defined below); or (2) another date agreed to by the parties in writing (the "**Closing Date**"), provided, in all respects, that there is no Event of Default existing under this Agreement; and

(f) If the CDA conveys the Property to Developer, all or such portion of the Property (as applicable) is being conveyed "AS-IS, WHERE-IS" and "WITH ALL FAULTS," and the CDA is making no representations or warranties, express or implied, with respect to the condition of the subject property or improvements. Developer agrees that Developer is relying exclusively upon Developer's own inspection of the Property being conveyed and all improvements thereon. **DEVELOPER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE CDA OR MUNICIPALITY, THE CDA OR MUNICIPALITY'S OFFICERS, OFFICIALS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE FRAUD OR INTENTIONAL MISCONDUCT OF THE CDA OR MUNICIPALITY.**

**2.3 Consideration.** At the time of the closing of the conveyance of the Property by the CDA to Developer, Developer shall pay to the CDA a purchase price for the Property in the amount of one dollar (\$1.00).

**2.4 Property Tax Exemption Restriction.** The Special Warranty Deed shall include a covenant affecting the Property conveyed to Developer (and running with the land) that prohibits

all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation during the life of the District. In the event that the Property becomes exempt from property taxation after the life of the District, the owner of the Property shall enter into a payment in-lieu of taxes agreement with the Municipality.

**2.5 Subsequent Conveyance by Developer.** For the avoidance of any doubt, Developer may convey all or any portion of the Property to any third party, subject to the provisions in Sections 2.4 above and 6.2 below. Notwithstanding the preceding sentence or the conveyance of the Property to a third party or third parties, Developer at all times shall remain fully responsible for all obligations of Developer under this Agreement and the previous sentence in no way modifies any representations, warranties, covenants or agreements of Developer under this Agreement (including, without limitation, the representations, warranties, covenants or agreements set forth in Sections 6.2 or ARTICLE VIII below).

### ARTICLE III – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

**3.1 Commencement Notice.** Developer shall provide a written notice to the Municipality of Developer’s intention to commence the Project on or before September 15, 2025 (the “**Commencement Notice**”). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the Municipality, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the Municipality, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not cure all outstanding Default(s) within thirty (30) calendar days after the Municipality provides Developer written notice of such Default(s), the Municipality shall have no obligation to perform any obligation of the Municipality under this Agreement (including, without limitation, issuing the MRO) and the Municipality may terminate this Agreement.

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

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (as evidenced by the approval of the Final Plans and the issuance of a building permit) as set forth in the site plan attached as Exhibit D) on or before December 31, 2025. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 3.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 17.10 below). On or before March 31, 2027 (the “**Completion Date**”), the Project shall be completed and available for occupancy.

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

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

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

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

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

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

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

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

**3.3 Progress and Quality of Work.** Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 17.10 below. Subject to the foregoing, completion of the Project shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Municipality.

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

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

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

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

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

**3.9 Reconstruction.** Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property owned by Developer (or by an entity affiliated with Developer in any way or with a common owner(s) or member(s) as Developer or any entity affiliated with Developer in any way), Developer shall proceed with the repair and replacement of such improvements on such Property affected by such a loss or damage and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the equalized value, immediately prior to the casualty, loss or damage (each an "**Uncured Casualty Loss**"). Subject to force majeure delays, in no event shall Developer take longer than one hundred eighty (180) calendar days after the date of a loss or damage to restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section **Error! Reference source not found.** Developer shall be in Default under this Agreement and the Municipality shall be entitled to the remedies set forth in this Agreement and available in equity or applicable law.

#### ARTICLE IV – ACCESS, INSPECTIONS AND CONTRACTORS

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

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

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

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

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

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

## ARTICLE V – MUNICIPAL REVENUE OBLIGATION

**5.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the Municipality agrees to issue to Developer, within ninety (90) calendar days after the Municipality's receipt of the Commencement Notice, a non-interest bearing municipal revenue obligation (the "**MRO**"). The amount to be paid under the MRO shall equal the sum of all payments made by the Municipality on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the Municipality's Common Council until and including **the earlier of** the date this Agreement is terminated, the date the District is terminated, and the Final Payment Date. "**Available Tax Increment**" means an amount equal to ninety percent (90%) of the Tax Increment actually received by the Municipality and appropriated by the Municipality's Common Council in each year. "**Tax Increment**" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project, the land and improvements on the Property.

Provided that Developer is not in Default under this Agreement, the Municipality shall, subject to annual appropriation of such payment by the Municipality's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31<sup>st</sup> of each year commencing on October 31, 2027 and continuing to (and including) October 31, 2042 (each, a "**Payment Date**"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the Municipality may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the Municipality is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the Municipality's Common Council or

otherwise, such failure shall not constitute a default by the Municipality under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the Municipality has the ability to payout Available Tax Increment. The term of the MRO and the Municipality's obligation to make payments hereunder shall not extend beyond October 31, 2042 (the "**Final Payment Date**"). Upon the Final Payment Date, the MRO shall terminate and the Municipality's obligation to make any payments under the MRO shall be fully discharged, and the Municipality shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

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

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

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

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

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

## **ARTICLE VI – ZONING, LAND USE AND RESTRICTIVE COVENANT**

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

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

**6.3 Land Dedications, Transfers and Easements for the Project.** Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the Municipality for the construction and maintenance of the Project. All documentation for such dedications or easements shall be in form and substance acceptable to the Municipality and Developer. Developer agrees to cooperate with the Municipality if the Municipality desires to

prepare certified survey maps or other documentation as deemed appropriate by the Municipality to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Property in a manner reasonably acceptable to the Municipality and Developer.

## ARTICLE VII – ASSIGNMENTS AND CHANGES OF CONTROL

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

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

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

## ARTICLE VIII – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;



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

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

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

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

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

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

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

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

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

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

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

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

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

(p) subject to the terms of this Agreement, Developer shall not at any time challenge or contest any assessment on the Property by the Municipality including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to the assessed value of the Property.

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

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

## **ARTICLE IX – MUNICIPALITY REPRESENTATIONS**

**9.1 Municipality Representations.** The Municipality represents that:

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

(b) The individuals signing this Agreement on behalf of the Municipality have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the Municipality is required to give under this Agreement when executed and delivered will constitute) legal, valid and

binding obligations of the Municipality enforceable against it in accordance with their respective terms.

## ARTICLE X– CDA REPRESENTATIONS

### 10.1 **CDA Representations.** The CDA represents that:

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

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

## ARTICLE XI– DEFAULTS

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XII – REMEDIES

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

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

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

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

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

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

(iv) The Municipality may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the Municipality, subject to Section 17.11 below, Developer shall have all of the rights and remedies available in law or in equity, however, the Municipality shall not be liable for any punitive or consequential damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the Municipality under applicable law.

### ARTICLE XIII – SUCCESSORS AND ASSIGNS

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

### ARTICLE XIV – TERMINATION

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

(a) termination by the Municipality of the District pursuant to §66.1105(7) of the TI Act, or

(b) termination pursuant to the terms of this Agreement;

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

### ARTICLE XV – NOTICES

**15.1 Notices.** Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested); or (d) in the case of an e-mail notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below or any other address designated in writing by one party to the other party; provided that any party may request that an e-mail notice be followed by another form of notice under this Section 15.1 within three (3) calendar days after such request, and addressed as follows:

If to the Municipality:

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

with a copy to:

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

If to CDA:

Community Development Authority  
of the City of Baraboo  
Attention: Executive Director  
101 South Boulevard  
Baraboo, WI 53913

If to Developer:

Corson Square LLC  
Attention: Managing Member  
101 South Boulevard  
Baraboo, WI 53913

## ARTICLE XVI – APPLICABLE LAW

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

## ARTICLE XVII – MISCELLENEOUS

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

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

**17.3 No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor

does the Municipality warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

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

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

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

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

**17.8 No Joint Venture.** The Municipality is not a partner, agent or joint venture of or with Developer.

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

**17.10 Force Majeure.** If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the Municipality, in its sole and absolute discretion, may allow up to a six (6) month extension on the deadlines set forth in Section 1.1 and 3.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues or material cost increases. Any such approved delay by the Municipality will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

**17.11 Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the Municipality under applicable law.

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

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

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



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

**MUNICIPALITY: CITY OF BARABOO, WISCONSIN**

By: \_\_\_\_\_  
Name: John Young, City Administrator

Attest: \_\_\_\_\_  
Name: Brenda M. Zeman, City Clerk

STATE OF WISCONSIN     )  
  ) SS  
SAUK COUNTY                 )

Personally came before me this \_\_\_\_\_ day of May, 2025, the above named John Young and Brenda M. Zeman, the City Administrator and the City Clerk of the City of Baraboo, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**CDA: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO**

By: \_\_\_\_\_  
Name: Patrick A. Cannon, Executive Director

Attest: \_\_\_\_\_  
Name: Brenda Zeman, City Clerk

STATE OF WISCONSIN     )  
  ) SS  
SAUK COUNTY             )

Personally came before me this \_\_\_\_\_ day of May, 2025, the above named Patrick A. Cannon and Brenda Zeman, the Executive Director of the Community Development Authority of the City of Baraboo and the City Clerk of the City of Baraboo, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**DEVELOPER: CORSON SQUARE LLC**

By: \_\_\_\_\_  
Name: Patrick A. Cannon, Secretary

STATE OF WISCONSIN     )  
  ) SS  
SAUK COUNTY                 )

Personally came before me this \_\_\_\_\_ day of May, 2025, the above named Patrick A. Cannon, as Secretary of Corson Square LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

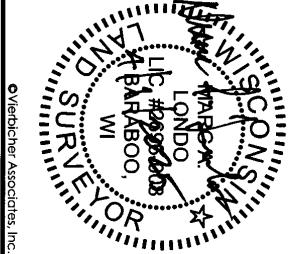
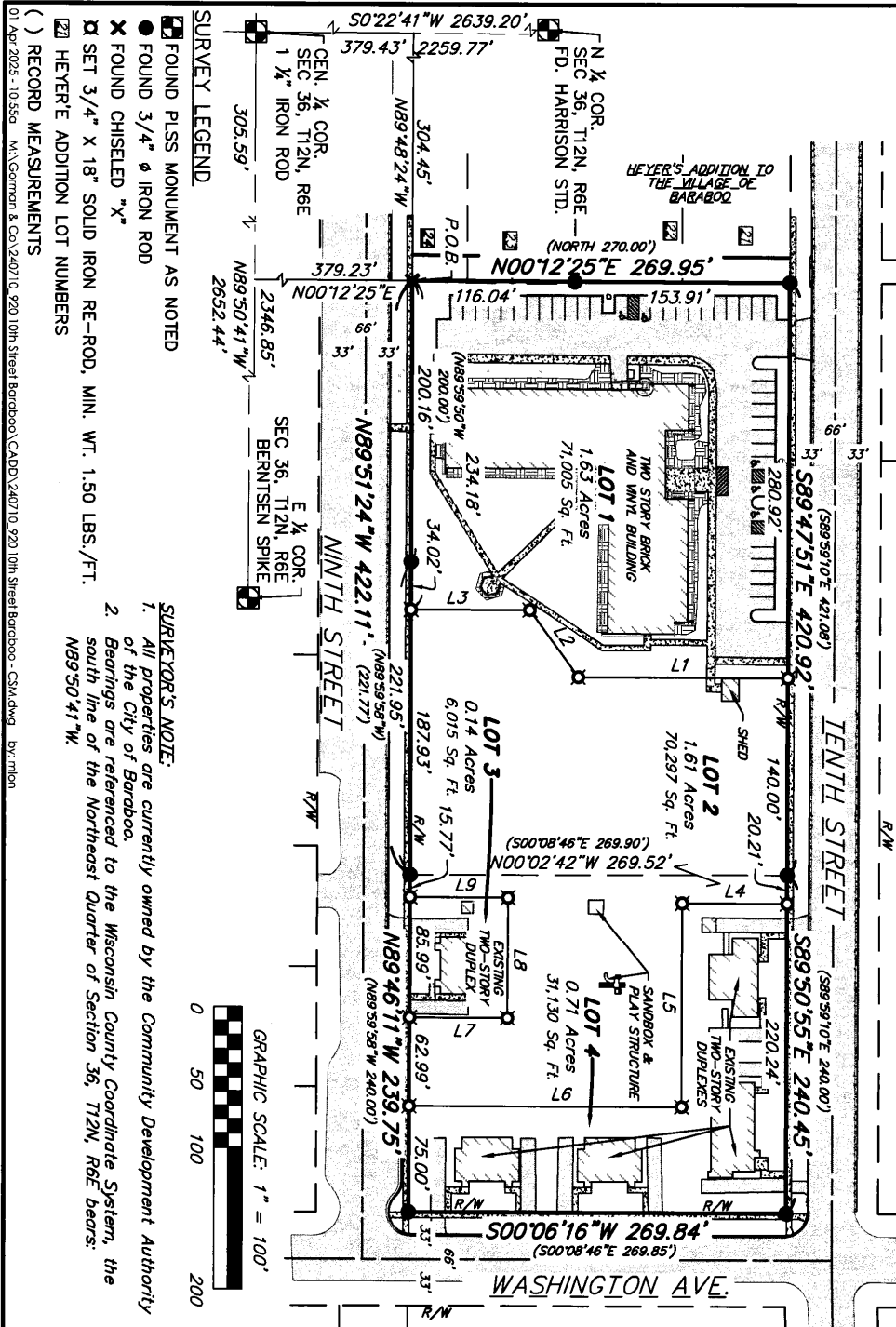
\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**EXHIBIT A**

**Property**

**[SEE ATTACHED CSM #7584]**

SAUK COUNTY CERTIFIED SURVEY MAP 7584  
LANDS DESCRIBED IN SAUK COUNTY REGISTER OF DEEDS DOCUMENTS NUMBERED 455860 AND 456923  
AND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, T12N, R6E,  
IN THE CITY OF BARABOO, SAUK COUNTY WISCONSIN



Line Table	
Line #	Direction
L7	S00°17'16"W
L8	S89°43'18"E
L9	N00°16'49"E
L10	N00°06'09"E
L11	N53°34'59"E
L12	N00°12'27"E
L13	N00°09'05"E
L14	N89°50'55"W
L15	N00°06'16"E
L16	N00°06'16"E

# SAUK COUNTY CERTIFIED SURVEY MAP 7594

## LANDS DESCRIBED IN SAUK COUNTY REGISTER OF DEEDS DOCUMENTS NUMBERED 455860 AND 456923 AND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, T12N, R6E, IN THE CITY OF BARABOO, SAUK COUNTY WISCONSIN

### SURVEYOR'S CERTIFICATE

I, Marc A. Londa, Wisconsin Professional Land Surveyor No. 2696, I, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the subdivision regulations of the City of Baraboo, and under the direction of Patrick Cannon, Executive Director of the Community Development Authority of the City of Baraboo, I have surveyed, divided and mapped this Certified Survey Map that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in the Southwest Quarter of the Northeast Quarter of Section 36, T12N, R6E, City of Baraboo, Sauk County, Wisconsin, containing 4.09 acres of land and described as follows:

Commencing at a found Aluminum Cap Monument in Casing at the East Quarter Corner of said Section 36, T12N, R6E;  
 Thence, N89°50'41"W, along the south line of the said Northeast Quarter of Section 36, 2346.85 feet;  
 Thence, N00°12'25"E, along the southerly extension of the east line of an alleyway, 379.23 feet to a found chiseled cross at the southeast corner thereof and the north right-of-way line of Ninth Street and the Point of Beginning (P.O.B.) of this description;  
 Thence, N00°12'25"E, along the said east line of an alleyway, 269.95 feet to a found  $\frac{3}{4}$ " diameter iron rod and the south right-of-way line Tenth Street;  
 Thence, S89°47'51"E, along the said south right-of-way line Tenth Street, 420.92 feet, to a found  $\frac{3}{4}$ " diameter iron rod on the south right-of-way line Tenth Street;  
 Thence, S89°50'55"E, continuing along the said south right-of-way line Tenth Street, 240.45 feet, to a found  $\frac{3}{4}$ " diameter iron rod at the west right-of-way line of Washington Avenue;  
 Thence, S00°06'16"W, along the said west right-of-way line of Washington Avenue, 269.84 feet, to a found  $\frac{3}{4}$ " diameter iron rod at the north right-of-way line of Ninth Street;  
 Thence, N89°46'11"W, along the said north right-of-way line of Ninth Street, 239.75 feet, to a found  $\frac{3}{4}$ " diameter iron rod;  
 Thence, N89°51'24"W, continuing along the said north right-of-way line of Ninth Street, 422.11 feet, returning to the Point of Beginning.

Certified Survey Map contains 4.09 Acres, (178,447) Sq. Ft., and is subject to all other easements and rights-of-way of record.

*Marc A. Londa*  
 Marc A. Londa, WI PLS #2696  
 4/1/2025  
 Date



### OWNER'S CERTIFICATE

I, Patrick Cannon, Executive Director of The Community Development Authority of the City of Baraboo, hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented hereon. I also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Baraboo Planning Commission

WITNESS the hand and seal of Patrick Cannon, owner's agent, this \_\_\_\_ day of \_\_\_\_\_, 2025.

In presence of:  
*Patrick Cannon*  
 Patrick Cannon, Executive Director  
 The Community Development Authority of the City of Baraboo  
 STATE OF WISCONSIN  
 county SS

Personally come before me this 3 day of April, 2025, at \_\_\_\_\_, Wisconsin, the person named Patrick Cannon to me known to be the same person who executed the foregoing instrument and acknowledged the same.

*Notary Public, SAUK*  
 My commission expires 9/1/2025

CITY OF BARABOO PLAN COMMISSION RESOLUTION  
 Resolved, this Certified Survey Map, in the City of Baraboo, Sauk County, Wisconsin, the Community Development Authority of the City of Baraboo, Wisconsin, approved by the City of Baraboo Plan Commission.

*Rob Nelson, Mayor*  
 Rob Nelson, Mayor  
 4/3/2025  
 Date

*Tom Pinlon*  
 Tom Pinlon, Director of Public Works/City Engineer, Date  
 4-3-25

I hereby certify that the foregoing is a copy of a resolution adopted by the Plan Commission of the City of Baraboo, Wisconsin,

this 18 day of March, 2025  
*Branda Zeman*  
 Branda Zeman, City Clerk  
 4/3/25  
 Date



**EXHIBIT B**

**Special Warranty Deed**

**[SEE ATTACHED]**

DOCUMENT NO.	<b>SPECIAL WARRANTY DEED</b>
<p>This Special Warranty Deed is made between the Community Development Authority of the City of Baraboo (“<b>Grantor</b>”) and Corson Square LLC (“<b>Grantee</b>”).</p> <p style="text-align: center;">WITNESSETH:</p> <p>Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys to Grantee and its successors and assigns forever the following described real estate:</p> <p>All of Grantor’s right, title and interest in and to the real property described in <u>Schedule A</u> attached hereto and incorporated herein by reference, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining.</p>	
THIS SPACE RESERVED FOR RECORDING DATA	
NAME AND RETURN ADDRESS Brion T. Winters, Esq. von Briesen & Roper, s.c. 411 E. Wisconsin Ave., Suite #1000 Milwaukee, WI 53202	

**This is not homestead property.**

206-0312-00000

**Parcel Identification Number**

**EXEMPT FROM REAL ESTATE TRANSFER TAX  
PER WIS. STATS. § 77.25 (2).**

Grantor warrants that title is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except municipal and zoning ordinances (and agreements entered into under them), recorded easements, recorded building and use restrictions, covenants and the restrictions set forth in a “Tax Incremental District Development Agreement” between Grantor, Grantee, and the City of Baraboo dated as of May [\_\_\_\_], 2025, taxes and assessments levied in 2025 which are not yet due and payable and subsequent years and those encumbrances set forth on Schedule B, attached hereto and incorporated herein by this reference.

As additional consideration for the conveyance evidenced by this Special Warranty Deed, Grantor and Grantee agree that, prior to the termination of the City of Baraboo Tax Incremental District No. 12, all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the real property conveyed by this Special Warranty Deed shall not be used in such a way as to exempt such real property from property taxation. The foregoing covenant shall run with the land until the termination of the City of Baraboo Tax Incremental District No. 12.

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



Dated as of [\_\_\_\_\_], 2025.

**COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF BARABOO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF SAUK         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025, \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Community Development Authority of the City of Baraboo, and to me known to be the people who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by:  
Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

**Schedule A**

**""Legal Description of Real Property**

""

A parcel of land in the SW 1/4 of the NE 1/4 of Section 36, T12N, R6E in the City of Baraboo, Sauk County, Wisconsin more particularly described as follows:

Lot 1 of Sauk County Certified Survey Map No. 7584, recorded as Document No. 1274334, in Volume 51, page 7584.

**Schedule B**  
**Permitted Encumbrances**

The following items are permitted encumbrances in addition to the items identified above in this Special Warranty Deed. The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Section Two in the Title Insurance Commitment issued by [\_\_\_\_\_] Title Insurance Company as Commitment Number [\_\_\_\_\_].

**EXHIBIT C**

**Permitted Encumbrances**

**[SEE ATTACHED]**

**EXHIBIT D**

**Site Plan**

**[SEE ATTACHED]**

**EXHIBIT D**

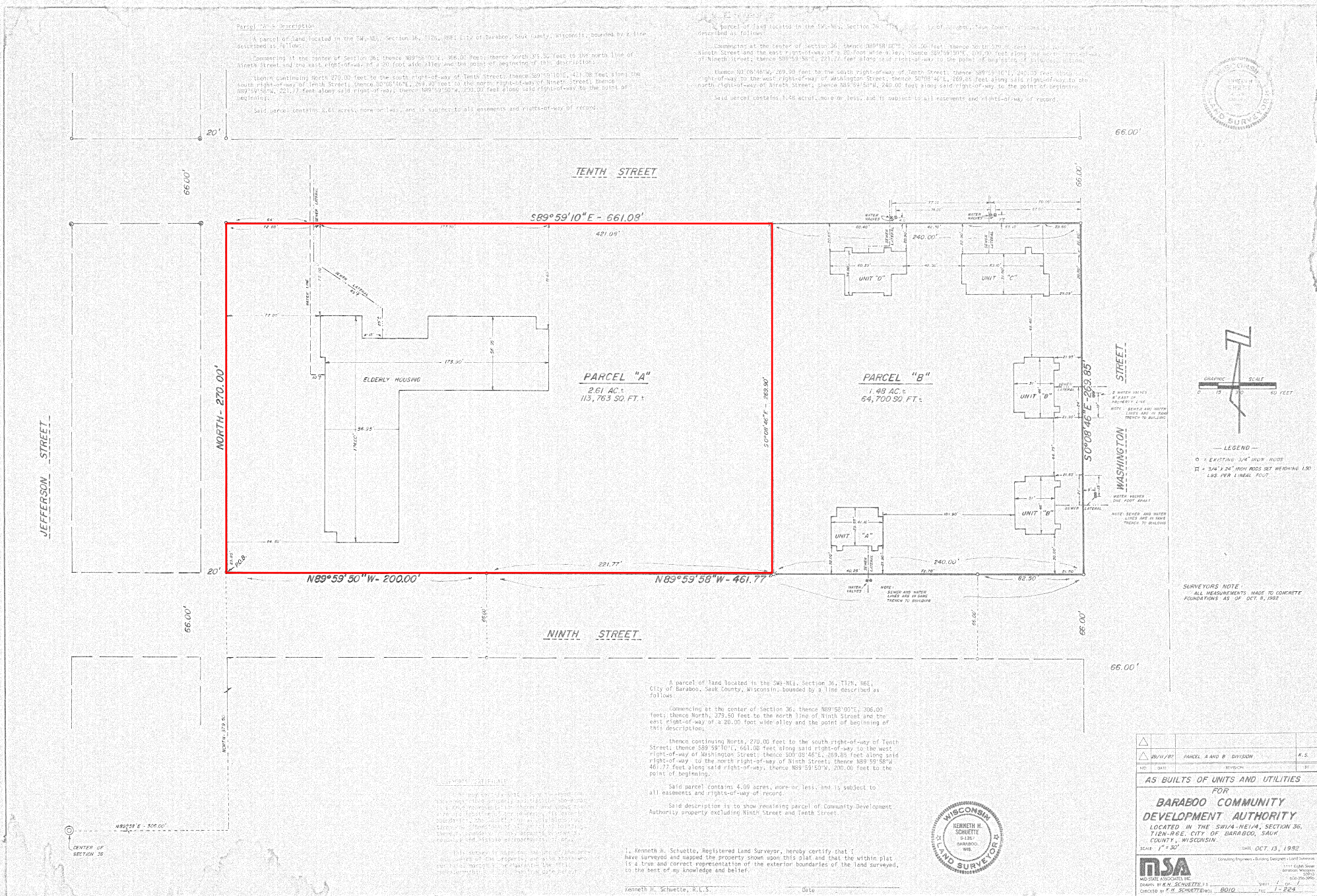


EXHIBIT E

MRO

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

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

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Ninety percent (90%) of the Available Tax Increment

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

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

This MRO has been issued to finance projects within the Municipality’s Tax Incremental District No. 12, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the resolution adopted on [\_\_\_\_\_, 20\_\_\_], by the Common Council of the Municipality (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of May [\_\_\_], 2025 by and between the Municipality and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

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

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal shall be payable on the next Payment Date until the Final Payment Date (as defined below). The Municipality shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Municipality's Common Council to payment of this MRO. The "**Final Payment Date**" is October 31, 2042.

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

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

The Municipality's payment obligations hereunder are subject to appropriation, by the Municipality's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 5.3 of the Development Agreement, the total amount of principal to be paid on this MRO shall be the sum of all payments made by the Municipality on this MRO during the life of the District but in no event after the Final Payment Date.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the Municipality shall have no further obligation with respect hereto. Further, as provided in Sections 5.1, 5.3 and 12.1 of the Development Agreement or otherwise, the Municipality's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

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

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



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

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

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

**CITY OF BARABOO, WISCONSIN**

By: 



  
Name: \_\_\_\_\_, City Administrator

(SEAL)

Attest: 



  
Name: \_\_\_\_\_, City Clerk

**Schedule 1**

**Payment Schedule**

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

<u><b>Payment Date</b></u>	<u><b>Payment Amount</b></u>
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2041	\$ _____
October 31, 2042	\$ _____

**REGISTRATION PROVISIONS**

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

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT F**

**Members of Developer**

**MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):**

- (1) Corson Square MM, LLC, Managing Member (0.01%)
- (2) [\_\_\_\_\_], Limited Partner (99.99%)

## RESOLUTION NO. 2025 -

Dated: May 27, 2025

## The City of Baraboo, Wisconsin

**Background:** The 2025 Storm Water budget include \$150,000 for one block of Birch Street Storm Sewer replacement and \$100,000 for other Storm Water Management improvements.

It was later discovered that additional Storm Sewer needed to be replaced this year given its state of deterioration. Plans and Specs were prepared for two blocks of Storm Sewer replacement on Birch Street and the low bid for the project was \$596,564.10. Since the replacement of the Birch Street Storm Sewer is a high priority, staff is requesting approval of a Budget Amendment.

Of the total bid amount, \$32,334.22 will be covered by the 2025 Sewer Utility Budget and \$74,895.41 will be covered by the 2025 Water Utility Budget.

The request is to move \$140,000 from Storm Water Management improvements and the balance of remaining difference, \$249,334.46, from the Storm Water account fund balance, which has sufficient funds to cover this amount.

According to Ordinance 3.05, and §65.90(5), Wis. Statutes, Budget Amendments require a 2/3 vote of the entire membership of the Council.

This was reviewed by the Finance Committee at their May 13<sup>th</sup> meeting and was recommended for approval.

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

**Comments:** Budget amendments that transfer budgetary amounts are budgeted expenditures. Budget amendments that are supplemental were unbudgeted. The 2025 City Budget provides for publishing amendments.

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

That up to \$249,334.46 of supplemental budget for the Birch Street Storm Sewer Replacement Project be taken from the Storm Water Fund Balance to cover the cost for this project.

Account Number	Department	Budget	Debit/(Credit)	Amended Budget	Balance YTD
950-36-40436-001	Storm Water - Sewer Appropriations of Surplus	(471,244)	(249,355)	(720,599)	0.00
950-36-95000-860-000	Storm Water - Capital Expenditures Infrastructure	150,000	249,355	349,355	0.00

**Offered by:** Finance/Personnel Committee

**Approved by:** \_\_\_\_\_  
Mayor

**Motion:**

**Second:**

**Certified by:** \_\_\_\_\_  
City Clerk

**The City of Baraboo, Wisconsin**

**Background:** Bids were received on April 14, 2025 for this year's scheduled Birch Street Storm Sewer Replacement Project. Following is the bid tabulation:

**2025 Birch Street Storm Sewer Replacement Project**

	<b><u>BASE BID</u></b>	<b><u>BASE + ALT's 18D &amp; 19D</u></b>
Gerke Excavating Inc.	\$ 621,687.10	\$596,564.10
A-1 Excavating LLC	\$ 705,937.50	\$684,112.50
H James & Sons, Inc.	\$ 706,874.00	\$706,874.00

The Public Safety Committee reviewed these bid results at their April 28<sup>th</sup> meeting and recommended approval.

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

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

That the low bid of Gerke Excavating Inc. for the Base Bid price plus Alternate Bid Items 18D and 19D, in the amount of **\$596,564.10** for the 2025 Birch Street Storm Sewer Replacement Project is hereby accepted and that the Mayor and City Clerk are hereby authorized to execute the respective Contracts.

**Offered by:** Public Safety

**Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

**Certified by City Clerk:** \_\_\_\_\_

2025 Birch Street Reconstruction (#9590677)  
Owner: Baraboo WI, City of  
Solicitor: Baraboo WI, City of  
04/16/2025 02:00 PM CDT

				Gerke Excavating Inc.		A-1 Excavating LLC		H. James & Sons, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BIRCH STREET (1ST AVE TO 3RD AVE)									
1	Mobilization, Bonds and Insurance	LS	1	\$28,756.80	\$28,756.80	\$50,000.00	\$50,000.00	\$50,875.00	\$50,875.00
2	Turf Restoration	LS	1	\$11,738.00	\$11,738.00	\$1,000.00	\$1,000.00	\$5,252.00	\$5,252.00
3	Watering	EA	5	\$191.70	\$958.50	\$50.00	\$250.00	\$500.00	\$2,500.00
4	Traffic Control	LS	1	\$8,190.00	\$8,190.00	\$7,500.00	\$7,500.00	\$7,800.00	\$7,800.00
5	Clearing/Grubbing	SY	100	\$21.20	\$2,120.00	\$1.00	\$100.00	\$0.01	\$1.00
6	Stone Tracking Pad	SY	100	\$15.75	\$1,575.00	\$1.00	\$100.00	\$0.01	\$1.00
7	Curb Sediment Barrier	EA	2	\$345.40	\$690.80	\$25.00	\$50.00	\$100.00	\$200.00
8	Inlet Protection, Type D	EA	6	\$258.10	\$1,548.60	\$25.00	\$150.00	\$150.00	\$900.00
9	Unclassified Excavation	LS	1	\$29,020.80	\$29,020.80	\$44,000.00	\$44,000.00	\$53,276.00	\$53,276.00
10	Sawcut Asphalt	LF	300	\$4.35	\$1,305.00	\$3.00	\$900.00	\$3.00	\$900.00
11	Sawcut Concrete	LF	100	\$11.20	\$1,120.00	\$4.00	\$400.00	\$5.00	\$500.00
12	Concrete Curb and Gutter Removal	LF	530	\$5.55	\$2,941.50	\$8.00	\$4,240.00	\$7.35	\$3,895.50
13	Asphalt Pavement Removal	SY	2725	\$3.50	\$9,537.50	\$3.00	\$8,175.00	\$3.75	\$10,218.75
14	Concrete Flatwork Removal	SF	710	\$0.80	\$568.00	\$1.00	\$710.00	\$5.00	\$3,550.00
15	Excavation Below Subgrade	CY	150	\$44.05	\$6,607.50	\$17.00	\$2,550.00	\$15.00	\$2,250.00
16	Geogrid	SY	200	\$3.80	\$760.00	\$4.00	\$800.00	\$5.00	\$1,000.00
17	Concrete Curb and Gutter, 30-inch	LF	530	\$26.25	\$13,912.50	\$26.00	\$13,780.00	\$25.00	\$13,250.00
18	Base Aggregate Dense, 1-¼-Inch	TON	970	\$19.45	\$18,866.50	\$18.00	\$17,460.00	\$19.25	\$18,672.50
19	Base Aggregate Dense, 3-Inch	TON	1940	\$18.40	\$35,696.00	\$18.00	\$34,920.00	\$18.00	\$34,920.00
20	Concrete Sidewalk, 4-inch	SF	710	\$10.50	\$7,455.00	\$11.00	\$7,810.00	\$11.00	\$7,810.00
21	Concrete Driveway, 6-inch	SF	100	\$10.50	\$1,050.00	\$11.00	\$1,100.00	\$15.00	\$1,500.00
22	Concrete Quality Control	LS	1	\$52.50	\$52.50	\$50.00	\$50.00	\$50.00	\$50.00
23	Detectable Warning Field (Owner Supplied)	EA	15	\$15.75	\$236.25	\$26.00	\$390.00	\$25.00	\$375.00
24	Final Grading	SY	2725	\$1.45	\$3,951.25	\$1.50	\$4,087.50	\$1.35	\$3,678.75
25	Asphaltic Concrete Pavement, 3-1/2-inch	TON	550	\$88.80	\$48,840.00	\$88.00	\$48,400.00	\$84.55	\$46,502.50
26	Asphaltic Concrete Pavement, 2-inch	TON	10	\$168.00	\$1,680.00	\$170.00	\$1,700.00	\$160.00	\$1,600.00
27	Adjust Existing Valves	EA	3	\$711.85	\$2,135.55	\$300.00	\$900.00	\$650.00	\$1,950.00
28	Adjust Existing Manhole Casting	EA	6	\$775.65	\$4,653.90	\$600.00	\$3,600.00	\$550.00	\$3,300.00
29	Adjust Existing Inlet	EA	4	\$900.85	\$3,603.40	\$600.00	\$2,400.00	\$550.00	\$2,200.00
Sanitary Sewer									
30	21-Inch PVC Sanitary Sewer	LF	50	\$159.85	\$7,992.50	\$61.00	\$3,050.00	\$285.00	\$14,250.00
31	18-Inch PVC Sanitary Sewer	LF	50	\$143.45	\$7,172.50	\$48.00	\$2,400.00	\$246.00	\$12,300.00
32	6-Inch PVC Sanitary Sewer	LF	40	\$123.15	\$4,926.00	\$116.00	\$4,640.00	\$147.00	\$5,880.00
33	6-Inch PVC Elbows	EA	6	\$400.00	\$2,400.00	\$180.00	\$1,080.00	\$50.00	\$300.00
34	Connect to Existing Sanitary Main	EA	2	\$2,173.60	\$4,347.20	\$2,600.00	\$5,200.00	\$900.00	\$1,800.00
35	Connect to Existing Sanitary Lateral	EA	2	\$1,302.70	\$2,605.40	\$270.00	\$540.00	\$500.00	\$1,000.00

				Gerke Excavating Inc.		A-1 Excavating LLC		H. James & Sons, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Water Main</b>									
36	Temporary Water Service	EA	1	\$2,580.00	\$2,580.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
37	Water Main, 6-inch, Ductile Iron	LF	327	\$95.45	\$31,212.15	\$95.00	\$31,065.00	\$113.00	\$36,951.00
38	Hydrant	EA	1	\$6,698.05	\$6,698.05	\$6,000.00	\$6,000.00	\$6,250.00	\$6,250.00
39	Valve, 6-Inch	EA	3	\$1,926.30	\$5,778.90	\$2,475.00	\$7,425.00	\$1,800.00	\$5,400.00
40	Tee, 6-Inch x 6-Inch	EA	3	\$806.50	\$2,419.50	\$1,100.00	\$3,300.00	\$560.00	\$1,680.00
41	Water Service 1-Inch Copper	LF	100	\$65.20	\$6,520.00	\$77.00	\$7,700.00	\$94.00	\$9,400.00
42	Corporation, Curb Box and Stop, 1-Inch	EA	4	\$1,389.30	\$5,557.20	\$1,000.00	\$4,000.00	\$375.00	\$1,500.00
43	Connect to Existing Water Main	EA	2	\$1,473.65	\$2,947.30	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00
44	Abandon Existing Hydrant	EA	1	\$1,215.25	\$1,215.25	\$700.00	\$700.00	\$750.00	\$750.00
45	2-Inch Rigid Insulation	SF	32	\$35.50	\$1,136.00	\$4.00	\$128.00	\$3.50	\$112.00
<b>Storm Sewer</b>									
46	Remove Existing Storm Sewer and Structures	LS	1	\$1,386.80	\$1,386.80	\$45,000.00	\$45,000.00	\$16,250.00	\$16,250.00
47	Storm Sewer, HDPE, 12-inch	LF	5	\$260.60	\$1,303.00	\$94.00	\$470.00	\$181.00	\$905.00
48	Storm Sewer, RCP, 12-inch (Owner Supplied)	LF	118	\$53.40	\$6,301.20	\$69.00	\$8,142.00	\$72.00	\$8,496.00
49	Storm Sewer, RCP, 15-inch	LF	37	\$68.85	\$2,547.45	\$111.00	\$4,107.00	\$93.00	\$3,441.00
50	Storm Sewer, RCP, 18-inch	LF	5	\$265.65	\$1,328.25	\$124.00	\$620.00	\$182.00	\$910.00
51	Storm Sewer, RCP, 21 -inch	LF	16	\$110.75	\$1,772.00	\$143.00	\$2,288.00	\$97.00	\$1,552.00
52	Storm Sewer, RCP, 48-inch	LF	674	\$228.40	\$153,941.60	\$317.00	\$213,658.00	\$276.00	\$186,024.00
53	Storm Sewer, RCP, 60-inch Elbow	EA	1	\$16,463.10	\$16,463.10	\$1.00	\$1.00	\$15,045.00	\$15,045.00
54	Storm Sewer, RCP, 48-inch x 60-Inch Transition	EA	1	\$11,327.60	\$11,327.60	\$1.00	\$1.00	\$5,000.00	\$5,000.00
55	Storm Manhole, 84-inch	EA	4	\$12,468.15	\$49,872.60	\$13,700.00	\$54,800.00	\$13,000.00	\$52,000.00
56	Storm Manhole, 48-inch	EA	1	\$3,361.70	\$3,361.70	\$4,100.00	\$4,100.00	\$3,800.00	\$3,800.00
57	Storm Inlet, 2-foot x 3-foot	EA	6	\$3,170.95	\$19,025.70	\$3,000.00	\$18,000.00	\$3,025.00	\$18,150.00
58	Connect to Existing Storm Sewer Main	EA	6	\$1,329.55	\$7,977.30	\$2,000.00	\$12,000.00	\$1,300.00	\$7,800.00
	<b>BASE BID TOTAL ITEMS #1-#58</b>				<b>\$621,687.10</b>		<b>\$705,937.50</b>		<b>\$706,874.00</b>
<b>Additive Alternate 1 - VRAM for Birch Street</b>									
55A	Void Reducing Asphalt Membrane (VRAM)	LF	700	\$16.20	\$11,340.00	\$15.00	\$10,500.00	\$14.75	\$10,325.00
<b>Deductive Alternate 2 - Crushed Aggregate Base Course</b>									
18D	Haul CABC from City's Stockpile	Tons	-970	\$9.50	(\$9,215.00)	\$7.50	(\$7,275.00)	\$0.00	\$0.00
<b>Deductive Alternate 3 - Breaker Run</b>									
19D	Haul Breaker Run from City's Stockpile	Tons	-1940	\$8.20	(\$15,908.00)	\$7.50	(\$14,550.00)	\$0.00	\$0.00
	<b>GRAND TOTAL: Base Bid with Alt's 18D and 19D</b>				<b>\$596,564.10</b>		<b>\$684,112.50</b>		<b>\$706,874.00</b>



RESOLUTION NO. 2025 -

Dated: May 27, 2025

**The City of Baraboo, Wisconsin**

**Background:** This matter can be best described as a “housekeeping exercise”. The City of Baraboo approved the Final Plat of Greenfield Reserve subdivision on February 22, 2022. That plat included utility easements along the front, side and rear lot lines for each lot in that Plat. Lots 13 thru 22 were subsequently re-platted to convert the original 10 single-family residential lots to 9 two-family residential lots; the Re-Plat of Lots 13 to 22 of Greenfield Reserve was approved on January 14, 2025.

Since the location of the common side lot lines between said lots were changed, the utility easement along the original side lot lines need to be released in favor of new utility easements along the common side lot lines of the re-platted nine lots. (The recorded Re-Plat document included signatures lines for all utility companies to release the easements along the original side and rear lot lines but their signatures were not obtained.) There are no utility facilities currently occupying the original easements.

The Plan Commission reviewed and approved the Re-Plat of Lots 13 to 22 on January 14, 2025.

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

A Resolution authorizing the Release of Utility Easement along the side and rear lot lines of Lots 13 through 22 of Greenfield Reserve subdivision.

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

The City Administrator is authorized to execute the attached Release of Utility Easement for the easements along the side and rear lot lines of Lots 13 through 22 of the Final Plat of Greenfield Reserve, recorded in the Sauk County Register of Deeds office as document number 1237160, dated June 6, 2022 in favor of the Utility Easements along the side and rear lot lines of Lots 13 through 21 of the Re-Plat of Lots 13-22 of Greenfield Reserve subdivision, recorded in the Sauk County Register of Deeds office as document number 1271770, dated January 27, 2025 .

**Offered by:** Finance Committee**Approved:** \_\_\_\_\_**Motion:****Second:****Attest:** \_\_\_\_\_

## RELEASE OF UTILITY EASEMENT

In accordance with Section 236.293 of the Wisconsin Statutes  
\_\_\_\_\_, (“Utility”), does hereby  
release, discharge, and abandon all of its right, title, and interest in and  
to:

That portion of the public utility easements shown along the side and rear lot lines of Lots 13-22 of the plat of Greenfield Reserve, document number 1237160 dated June 06, 2022. The Utility releases the utility easements in favor of the utility easements as shown on the Re-Plat of Lots 13-22 of Greenfield Reserve, document number 1271770 dated January 27, 2025

This release of utility easement does not release or modify any other easements set forth on the plat of Greenfield Reserve.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Utility: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RETURN TO:

Vierbicher Associates, Inc.

201 E. Main /Street, Suite 100

Reedsburg, WI 53959

P.I.N.

206-3639-13100, 206-3639-14100,

206-3639-15100, 206-3639-16100,

206-3639-17100, 206-3639-18100,

206-3639-19100, 206-3639-20100,

206-3639-21100,

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above named \_\_\_\_\_ (name), \_\_\_\_\_ (title) of \_\_\_\_\_ (Utility), to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print name: \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission \_\_\_\_\_  
(SEAL)

*This instrument drafted by: Scott Dischler, Vierbicher Associates, Inc.*

# RE-PLAT OF LOTS 13 - 22 OF GREENFIELD RESERVE

LOTS 13 - 22, GREENFIELD RESERVE LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

I, Marc A. Londo, Professional Land Surveyor No. 2696 hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Baraboo and under the direction of Mr. John Young, City of Baraboo Administrator, I have surveyed, divided, and mapped the RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE; that such plat correctly represents all exterior boundaries and the subdivision of the lands surveyed; and that this land is Lots 13 - 22, of GREENFIELD RESERVE, recorded as Document Number 1237160, Sauk County Registry, located in the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 07 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

## LEGAL DESCRIPTION

Lots 13 - 22 of Greenfield Reserve, recorded as Document Number 1237160, Sauk County Registry, located in the NE 1/4 - SW 1/4 and the SE 1/4 - SW 1/4 of Section 31, Township 12 North, Range 07 East, City of Baraboo, Sauk County, Wisconsin,

Vierbicher Associates Inc.  
By: Marc A. Londo

Marc A. Londo, P.L.S. No. S-2696

Date

## OWNER'S CERTIFICATE

Luke Pelton, Pelton Development, LLC a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Subdivision Plat to be surveyed, divided, mapped and dedicated as represented on the plat hereon and that this plat is required by s. 236.10 or s. 236.12 to be submitted to the City of Baraboo and the Department of Administration for approval or objection.

Luke Pelton, Pelton Development, LLC

By: \_\_\_\_\_

Luke Pelton, Owner

State of Wisconsin )  
                                  )ss.

County of (COUNTY) )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named

Luke Pelton, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires: \_\_\_\_\_

Notary Public, State of Wisconsin

## UTILITY EASEMENT RELEASES AND ACCEPTANCE OF NEW EASEMENTS CERTIFICATE:

By recording of the RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE, being a Re-Plat of Lots 13-22 GREENFIELD RESERVE and located in the NE 1/4 - SW 1/4 and the SE 1/4 - SW 1/4 of Section 31, Township 12 North, Range 07 East, City of Baraboo, Sauk County, Wisconsin, Utility Companies serving this plat, hereby release all rights, title and interest in any previously platted or recorded utility easements and unrecorded easements located within the boundaries of this plat and accept the new easements herein created and conveyed for utility purposes. Furthermore, pursuant to WI SS66.1005(2)(a)1., Utility Companies serving this plat, release all rights, title and interest in all easements being vacated and discontinued by the City of Baraboo in Resolution No. \_\_\_\_\_ subject to the City of Baraboo accepting the new property lines created by this RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Utility Company Signatures:

City of Baraboo

By: \_\_\_\_\_

Frontier Communications

By: \_\_\_\_\_

Charter Communications

By: \_\_\_\_\_

Alliant Energy

By: \_\_\_\_\_

## ALLIANT ENERGY UTILITY RELEASE AND ACCEPTANCE OF NEW EASEMENTS CERTIFICATE:

By recording of the RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE, located in the NE 1/4 - SW 1/4 and the SE 1/4 - SW 1/4 of Section 31, all in Township 12 North, Range 7 East, City of Baraboo, Alliant Energy hereby releases all right, title and interest in any previously platted or recorded utility easements and unrecorded easements located within the boundaries of this plat and accept the new easements herein created and conveyed for utility purposes. Furthermore, pursuant to WI SS66.1005(2)(a)1., Alliant Energy releases all right, title and interest in all lot lines being relocated by the City of Baraboo in Resolution No. \_\_\_\_\_ subject to the City of Baraboo accepting the new lot boundaries created by this RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Alliant Energy,  
By: \_\_\_\_\_

## CITY OF BARABOO TREASURER'S CERTIFICATE

As the duly appointed City Treasurer of the City of Baraboo, Sauk County, Wisconsin, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments affecting any of the lands included in the RE-PLAT OF LOTS 13-22 OF

GREENFIELD RESERVE as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Lori Laux, City of Baraboo Treasurer

## CITY OF BARABOO APPROVAL

Approved for recording by the secretary of the City of Baraboo Planning Commission.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Tam Pinion, City Engineer  
City of Baraboo

## CITY OF BARABOO COMMON COUNCIL APPROVAL

Resolved, that the RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE, located in the NE 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 31, Township 12 North, Range 07 East, City of Baraboo, Sauk County, Wisconsin, was hereby approved by Enactment Number \_\_\_\_\_, File I.D.

Number \_\_\_\_\_, adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that said enactment further provided for the acceptance of this land division by said RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE to the City of Baraboo for public use.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Rob Nelson, Mayor  
City of Baraboo, Sauk County Wisconsin

Brenda Zeman, City Clerk  
City of Baraboo, Sauk County, Wisconsin

## SAUK COUNTY TREASURER'S CERTIFICATE

I, Jessica Machovec, being the duly elected, qualified, and acting Treasurer of the County of Sauk, Wisconsin, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments affecting any of the lands included in the

RE-PLAT OF LOTS 13-22 OF GREENFIELD RESERVE, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Jessica Machovec, Sauk County Treasurer

## SURVEYOR'S NOTES:

- The existing easements within Lots 13 - Lot 22 of Greenfield Reserve are to be released or removed with the recording of this plat.

## RECORDING DATA

### CERTIFICATE OF REGISTER OF DEEDS

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M. and recorded in Volume \_\_\_\_\_ of Plats, on pages \_\_\_\_\_ as Document Number \_\_\_\_\_.

Brent Bailey  
Sauk County Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

vierbicher  
planners | engineers | advisors



Drafted by: mlon  
Checked by: sdis  
Job #: 210115  
Date: 11/18/2024  
Rev: 11/18/24 D.O.A. 122052  
Rev:  
Rev:

SURVEYED FOR:  
Mr. Casey Bradley  
City Administrator  
City of Baraboo  
101 South Boulevard  
Baraboo, WI 53913

SURVEYED BY:  
Vierbicher Associates, Inc.  
201 E Main St  
Suite 100  
Reedsburg, WI 53959  
(608) 524-6468

SHEET  
1 OF 1

RESOLUTION NO. 2025 - xxx

Dated: May 27, 2024

**The City of Baraboo, Wisconsin**

**Background:** The City of Baraboo had a vacancy for the position of City Police Chief, starting January 6<sup>th</sup>, 2025. The City's Police Commission selected Captain Ryan LaBroschian, to serve as the Interim Police Chief, from the vacancy date, until the new Police Chief's effective start date of April 21<sup>st</sup>, 2025. While serving in the interim role, Captain LaBroschian was provided additional compensation. The original authorization expired upon the Police Chief position being filled.

In similar situations, the City Council has authorized additional compensation for staff serving in interim roles, to assist high-level new hires for a set period of time, during the transition period. In order to compensate Captain LaBroschian for additional duties assisting the new Police Chief, staff is recommending an extension of his Interim Police Chief salary through May 20, 2025.

This will be reviewed by the Finance/Personnel Committee at their May 27, 2025 meeting.

**Note: (✓one) [ ] Not Required [ ] Budgeted Expenditure [ x] Not Budgeted**  
**Comments:**

**NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin, that:**

The City of Baraboo Common Council authorizes compensation at a rate of 5% over Ryan LaBroschian's regular rate of pay for the period between April 21<sup>st</sup> to May 20<sup>th</sup>, 2025, for his work in assisting the new Police Chief during his transition period.

**Offered by:** Finance Committee  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_

**Attest:** \_\_\_\_\_



2025

Lori J Laux, Treasurer

**TREASURER'S INVESTMENT REPORT for April 2025**

**Average Rate of Return on Current Deposits:**

**Benchmarks:**

Total Receipts:	900,360.67	General Funds:	Avg Term		LGIP	4.39%	
			5.8 M	3.41%			
Total Disbursements:	1,621,409.00	Utility Funds:	12.0 M	4.08%	90-day T-bill:	4.33%	
			Segregated Funds:	18.8 M			4.08%
			Securities w/Dana	3.4 yrs	4.43%		
			All Funds:	9.5 M	3.66%	6M CD:	3.90%
				Liquid:	65%	12M CD:	3.78%
				Term:	35%	18M CD:	3.77%
Policy Objectives:							
Safety:	▪ \$3,600,000 invested in marketable securities with Dana Investments, these are not guaranteed.						
Liquidity:	▪ Reinvesting in CDs as funds becomes available to invest.						
Yield:	▪ Short and mid-term CD rates are still pretty good. We are getting exceptional rates on our securities purchases. We are expecting higher turnover, as these agencies will be called when the interest rates go down.						

**TRANSACTIONS**

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
1	Reinvest	CD	Stormwater Utility	BWD	3918044		10 mos	3/29/2025	4.78%	100,000.00	Reinvest
				BSB	7071889		7 mos	11/3/2025	3.99%	175,000.00	Reinvest
	Comments:		Add \$71,000								
2	Reinvest	CD	Alma Waite	BMO	7758002185		12 mos	4/6/2025	4.80%	115,857.80	Reinvest
							12 mos	4/6/2026	3.95%	120,938.97	Reinvest
	Comments:										
3	Reinvest	CD	Water Utility	WCCU	54962-112		13 mos	4/15/2025	4.91%	209,550.92	Reinvest
					54962-118		13 mos	5/15/2026	4.14%	220,948.44	Paid to MM
	Comments:										
4	Reinvest	CD	General Fund	WCCU	54962-109		13 mos	4/15/2025	4.91%	200,033.10	Paid to MM
					54962-117		13 mos	5/15/2026	4.14%	200,000.00	Paid to MM
	Comments:										
5	CLOSE	CD	Kuenzi	WCCU	54962-105		13 mos	4/15/2025	4.91%	12,320.60	Paid to MM
	Comments:		Will add some funds to CD maturing next month, the rest will remain in checking for upcoming projects								
6	Reinvest	CD	Water Utility	WCCU	54962-110		13 mos	4/28/2025	4.91%	200,000.00	Reinvest
					54962-119		13 mos	5/28/2026	4.14%	210,878.05	Reinvest
	Comments:										

**INVESTMENT ADVISOR TRANSACTIONS**

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Dat	Yield to Worst Yield - Maturity	Amount	Interest
(1)	MATURED	FHLB	3130AR6F3	100.0000	Not Rated		2.5 year	3/24/2025	2.000%	200,000.00	Semiannual
	Comments:	Held 3 years, earned 2%									
(2)	BUY	FMAC	3134HBHV6	99.9900	AA+/Aaa		3 year	4/10/2028	4.500%	200,000.00	Semiannual
	Comments:	1st call date 10/10/2025									
(3)	CALLED	FMAC	3134HAY64	100.0000	AA+/Aaa		2.5 year	7/14/2027	4.750%	200,000.00	Semiannual
	Comments:	Held 3 months, earned 4.75%									
(4)	CALLED	FFCB	3133ERTG6	100.0000	AA+/Aaa		2 year	9/17/2026	4.580%	200,000.00	Semiannual
	Comments:	Held 7 months, earned 4.58%									
(5)	BUY	SBA	510353	100.5000	Not Rated	Prime -2.25bp	25 year	2/25/1944	5.250%	216,714.97	Monthly
	Comments:	Principal and interest paid monthly									
(6)	BUY	FHLB	3130B5ZS0	99.9850	Not Rated		2.5 year	10/28/2027	4.400%	200,000.00	Semiannual
	Comments:	1st call date 10/28/25									

\* Current coupon

## Finance/Personnel Committee Meeting Minutes

April 22, 2025, 6:00 p.m.  
City Hall, Committee Room #205  
101 South Blvd., Baraboo, WI 53913

Members Present: Sloan, Kent  
Members Absent: Kierzek  
Others Present: Mayor Nelson, Clerk Zeman, T. Gilman, J. Ostrander, P. Cannon, T. Pinion, L. Laux, D. Helms, David Olson, Brett Topham

### 1. Call Meeting to Order

Ald. 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 April 8, 2025

Moved by: Kent

Seconded by: Sloan

**CARRIED (2 to 0)**

#### 1.d Approve Agenda

Moved by: Kent

Seconded by: Sloan

**CARRIED (2 to 0)**

### 2. Action Items

#### 2.a Accounts Payable

Moved by: Kent

Seconded by: Sloan

Recommend paying \$1,146,597.04 of Accounts Payable.

**CARRIED (2 to 0)**

#### 2.b Fee Schedule

Staff made minor changes to the proposed Fee Schedule based on recommendations from the Finance/Personnel Committee at their previous meetings. Staff noted that an Impact Fee Study was done in the past; however, there are no funds in the budget to update this. The Impact Fees will remain the same. The Fire Department fees have been removed as the Fire/EMS District is now responsible for these.

Moved by: Kent

Seconded by: Sloan

Recommend approving the revised City of Baraboo Fee Schedule.

**CARRIED (2 to 0)**

#### 2.c Agreement for Subdivision Improvements & Final Plat, Rolling Meadows North

T. Pinion noted that the draft Subdivision Agreement is the standard agreement issued for most. This is the Final Plat for Rolling Meadows North. The developer has no issues with this agreement; there is no assistance from the City for this subdivision. This was approved by the Plan Commission.

Moved by: Kent

Seconded by: Sloan

Recommend approving the Final Plat and the Agreement for Subdivision Improvements for the addition of 22nd Street to Rolling Meadows North.

**CARRIED (2 to 0)**

#### 2.d Development Agreement, Corson Square Apartments

P. Cannon noted that as part of the Corson Square conversion, the city has already created 4 lots. When we close on the Corson Square 4-unit building, it will become taxable property. Once this property becomes taxable, they would no longer be paying a Payment in Lieu of Taxes (PILOT) to the City. Corson Square LLC is requesting a development agreement that would allow for an incentive of 90% of the taxes paid. Council recently approved two resolutions

supporting the construction of Driftless Lofts and the Corson Square Renovation. TID #12 must be amended to include Corson Square in order to allow for this incentive. Staff recommends that TID #12 be amended prior to September 30th so that we can take advantage of the full increment as of January 1st.

**Moved by:** Kent

Recommend authorizing the Mayor and City Clerk to execute a Development Agreement between the City, the Community Development Authority (CDA), and Corson Square, LLC.

**DEFEATED; Motion failed due to lack of second.**

**3. Discussion Items**

1st Qtr. 2025 Financial Statements

J. Ostrander will bring this back to the next meeting; this will give her time to include explanations.

Discuss feasibility of implementing a City Recycling Fee as a Recycling Program cost-reduction measure

T. Pinion explained that this would move general expenses from the levy, without the requirement to reduce the levy. For 2026 we could move the recycling costs over to a special charge on the tax bill. This would allow these funds to be used for other expenses within the City. This is a general fund expense prorated based on equalized value of each and every property. Moving the costs, it would only be paid by single & two-family dwellings that would be responsible for this cost. We typically receive a \$35,000 per year Recycling Grant; Recycling costs include brush curb-side pickup, chipping brush, brush grinding, and compost collection. This is an option to consider going forward with the 2026 budget.

**4. Adjournment**

**Moved by:** Kent

**Seconded by:** Sloan

That the meeting adjourn at 6:44pm.

**CARRIED (2 to 0)**

Brenda M. Zeman, City Clerk



## Minutes of the Public Safety Committee Meeting – April 28, 2025

**Members Present:** David Olson, Brett Topham and John Ellington. **Others Present:** City Engineer Tom Pinion, Police Chief Justin Carloni, Ryan LaBroschian, Tony Gilman, and Ben Brown.

**Call to Order** – Chairman John Ellington called the meeting to order at 10:30 a.m. Compliance with the Open Meeting Law was noted. It was moved by Topham, seconded by Olson to approve the agenda as posted. Motion carried unanimously. It was moved by Olson, seconded by Ellington to approve the minutes of the March 31, 2025 meeting. Motion carried 2-0, not Topham.

**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 to close the 500 block of Oak Street, between 3rd and 4th Streets for a Special Event – “Concert on the Square”, on June 19, 2025, from 2:00 PM to 10:00 PM by Baraboo Concerts on the Square – Pinion presented the background. He said they are requesting to close the street two hours earlier than usual. It was moved by Topham, seconded by Olson to approve the closure as presented. Motion carried unanimously.
- b. Request to close the 500 block of Oak Street, between 3rd and 4th Streets for a Special Event – “Big Top Parade”, on June 14th from 8:00 AM to 10:00 AM, sponsored by Baraboo Area Chamber of Commerce – Pinion said that the Chamber of Commerce would like to close 8<sup>th</sup> Street from 8 a.m. to 10 a.m. It was moved by Olson, seconded by Topham to approve the request as presented. Motion carried unanimously.
- c. Review and recommend award of the contract for the 2025 Birch Street Storm Sewer Reconstruction project – Pinion said that the 2025 e includes replacement of the storm sewer on Birch Street, between 1<sup>st</sup> Ave and 3<sup>rd</sup> Avenue. He said plans were prepared and bids were solicited and opened on April 16, 2025. Staff is recommending award of the contract to the low bidder, Gerke Excavating, Inc, in the amount of \$596,564.10. It was moved by Topham, seconded by Olson to recommend awarding the contract to Gerke Excavating, Inc. as presented. Motion carried unanimously.
- d. Review and recommend approval of Change Order #1 with Terrytown Plumbing, Inc., in the amount of \$53,698, for the Hwy 33 Lead Service Line Replacement project – Pinion presented the background. He said in February 2024, the City contracted with Terrytown Plumbing for Lead Service Line (LSL) Replacements on Hwy 33. That project was funded by a Clean Drinking Water Fund loan. Since there are loan proceeds still available, we want to offer the same loan, with a 25% principal forgiveness, to residents that choose to replace their LSL. Fortunately, Terrytown Plumbing is willing to accept a Change Order for eight additional services under their 2024 contract price. This will only be available to eight customers on a first come, first served basis. It was moved by Topham, seconded by Olson to recommend approval of Change Order #1 with Terrytown Plumbing as presented. Motion carried unanimously.
- e. Consider approving the assignment of Contract for Recyclable and Non-Recyclable Solid Waste Collection, Hauling, Disposal and/or processing services with Peterson Sanitation, Inc. to a new owner – Pinion said in April 2024, The City executed a 10-year Contract for Recyclable and Non-Recyclable Solid Waste Collection, Hauling, Disposal and/or processing services with Peterson Sanitation, Inc. (PSI) That contract contains a provision that requires the City’s written approval for any assignment of the contract by PSI. We have been informed that PSI is in the process of selling their business and they are requesting the City consent. We have been “assured” by PSI that there will be no noticeable change in their current operation. PSI has been very good to work with and Staff has developed a very good working relationship with them. Staff is confident that there will be no noticeable change to the current operation. (For what it’s worth, if things should change, there is a provision to terminate the Agreement with a 90-day notice if there is a breach in the Agreement or default in the performance.) – It was moved by Olson, seconded by Topham to approve the assignment of Contract for Recyclable and Non-Recyclable Solid Waste Collection Hauling, Disposal and/or processing services with Peterson Sanitation to a new owner as presented. Motion carried unanimously.
- f. Consider authorizing staff to negotiate a contract with a SEH for Engineering Services for City of Baraboo Downtown Streetlight Improvement Project As Funded Through The WisDOT Carbon Reduction Program – Pinion said the City issued a Request for Qualifications for Engineering Services for City Of Baraboo Downtown Streetlight Improvement Project As Funded Through The WisDOT Carbon Reduction Program. Ten firms were invited to submit a State of Qualifications and we received SOQ’s from three firms. Staff reviewed the SOQ’s and SEH was the top ranked firm from all three reviewers.

Staff is seeking authorization to negotiate a Contract with SEH for this project. It was moved by Topham, seconded by Olson, to authorize staff to negotiate a contract with SEH for Engineering Services. Motion carried unanimously.

- g. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for April 2025. – It was moved by Olson, seconded by Topham to approve the monthly billing adjustments/credits as presented. Motion carried unanimously.

### **Discussion Items**

- a. Discussion the practice of painting the entire width of crosswalks in downtown Baraboo. – Pinion presented a detailed background for the topic. He said the crosswalks on STH 113 (Broadway and Water Street) have crosswalks painted from 5<sup>th</sup> Ave to the southwest on STH 113 through Ash Street. We have received a handful of complaints about the crabby apple painted crosswalks being slippery, especially when wet. We can either grind the red paint off or we can apply a “grip paint” over the top of the existing paint. Tony is gathering cost estimates for both possible “solutions”.
- b. Discussion the possibility of implementing a City Recycling Fee in 2026. – Pinion said given the budget challenges we have for 2026, there is an opportunity to create some “wiggle room” in the general fund budget by implement a “special charge” for recycling, which includes: 1) recyclable collection, hauling and disposal, 2) brush collection, 3) grinding the brush pile, and 4) leaf collection. The combined total costs of these operations less the annual recycling grant we receive, is approximately \$250,000 that could be moved out of the general fund expenses and currently, without reducing the general fund by that equivalent amount.

### **Reports**

- a. Utility Superintendent’s Report
- i. Staffing Updates – Brown said the WRRF crew is still at four, including the foreman and lab tech. They will be working 10-hours days into June. He said the Water crew is currently at four, normally 5; they will be working 10-hour days through the end of June.
  - ii. Project Updates – The WRRF crew are hauling out biosolids accumulated over the winter months. WRRF crew are jetting sewer lines in the northeast portion of the City. He said crews are exercising & flushing fire hydrants on the north side of the City, 2<sup>nd</sup> St/Avenue, north. Crews are exercising water main valves on the south side of the City. He said the water crew replaced a lea service last week, there are five more currently scheduled for the upcoming months.
  - iii. Informational – Brown said the 2024 consumer confidence report has been finalized and able to view on the City’s website. He said the most up to date water service line inventory has been posted to the City’s website. Brown said the 2024 Public Service Commission (PSC) Report would be finalized and submitted next week.
- b. Street Superintendent’s Report
- i. Staffing Updates – Staffing remains the same.
  - ii. Activity Report – Gilman said the crew completed turn restoration and built a stormwater retention basin as part of the completed project at Ochsner Park. Crew are in the process of removing severe overgrowth of vegetation at the roundabouts east and west of Hwy. 12. Gilman said that the DPS and Parks staff are in the process of rebuilding two dugouts at Pierce Park for Field 5. He said spring leaf collection began on Monday, April 14<sup>th</sup>, and will continue until Friday, May 2<sup>nd</sup>.
  - iii. Informational – Gilman said Public Works has several pieces of equipment scheduled for 2026, including a plow/haul truck; chassis mounted Prentice grapple, wheeled excavator unit, bucket truck, two skidsteers, and portable truck hoists for the Mechanics shop. We are looking at the possibility of purchasing attachments for the wheeled excavator that would give it comparable abilities as the chassis mounted Prentice grapple, along with the excavator abilities. Although final quotes have not been received as of yet, we anticipate a dual-purpose wheeled excavator, may propose an overall savings in excess of \$250,000 versus the replacement of both items as new equipment. He said he is hoping this does not become the norm.... We recently attempted to order brake parts for our 2019 International plow truck. We were told by the International dealer that the parts are now “obsolete”. Our options are replacement of the rear axle to accommodate the new style brake parts, or search other means to find the parts. Since an axle replacement could run upwards of \$20,000, we are searching for other means of parts acquisition. These problems should not exist with a 6-year-old truck, and we have not been provided reasoning why these parts are unobtainable.
- c. Police Chief’s Report
- i. Staffing Updates – None given.

- ii. Case/Response Update – Carloni said that in the future the reports would be more comprehensive. He said going forward with the Public Safety Report where it breaks it down by types of complaints, he would like to see this broken down geographically. He said that there is free software out there that he used at a district level when he was working in Milwaukee, and he would like to incorporate that here.

Carloni said that he invited the two CSO officers to the meeting and said he had visited one of the nuisance properties. He said that he would like to get the Committee's take on how to tackle these problems. He said that the two are working hard but are not getting the results that they deserve. He created a PowerPoint with about ten properties that need inspections so to speak, and would like to give the Committee food for thought on how he would like to deal with those properties. CSO Statz and CSO Thola introduced themselves to the Committee. Carloni said what he is focusing on the properties that have really gone awry and hopefully bringing those, back on target would keep everyone kind of in a uniform manner as far as how they maintain their property. Carloni is proposing that they move away from citations because they are not having much affect and we go to a Chief's letter giving them 30 days to remove the property on their own, give them resources on how to deal with it, and then a second notice with an additional 20 days to move forward to this and then they will get a final notice, which means the City is going to take this into their own hands. His thought is sitting down with the contracted City Attorney for language. Thola said some of these properties have been like this for years. He would like to talk with contractors if they would defer payment to clean up the property and it would then go on to the tax bill and contractor would be paid at that time. Carloni presented the Committee with a generic draft of language to support his proposal.

**Adjournment** – There being no further business, Ellington declared the meeting adjourned at 12:20 p.m.

Respectfully submitted,

John Ellington, Chairman