

AGENDA
CITY OF BARABOO COMMON COUNCIL
Council Chambers, 135 4th Street, Baraboo, Wisconsin
Tuesday, January 26, 2016, 7:00 P.M.

Regular meeting of the Common Council, Mayor Palm presiding.

Notices sent to Council members: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Robkin, and Thurow

Notices sent to City Staff and Media: Adm. Geick, Clerk Giese, City Engineer Pinion, Utility Super. Peterson, Street Super. Koss, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Allen, CDA Director, the News Republic, WBDL, and WRPQ.

Notices sent to other interested parties: Town of Baraboo, Village of West Baraboo, Citizen Agenda Group, Media Agenda Group, Jan Bance, Walt Smith

CALL TO ORDER

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF PREVIOUS MINUTES - (Voice Vote): January 12, 2016

APPROVAL OF AGENDA (Voice vote):

COMPLIANCE WITH OPEN MEETING LAW NOTED

PRESENTATIONS

The Mayor will present a Baraboo Gem Award to Walt Smith.

PUBLIC INVITED TO SPEAK (Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)

MAYOR'S COMMENTS - The Mayor would like to acknowledge;

- Jan Bance, Utilities Office Manager, on her 15th anniversary with the City.

CONSENT AGENDA (roll call)

CA-1...Approve the accounts payable to be paid in the amount of \$_____

CA-2...Confirm Mayoral appointment of Laura Jelle to BEDC until February 28, 2019 and Patrick Cannon to Sauk County Development Corporation until April 16, 2019.

2nd READING OF ORDINANCES

SRO-1...Create Section 12.02(10)(t) of the Code of Ordinances regulating assignment of vacant or surrendered alcohol licenses.

NEW BUSINESS RESOLUTIONS

NBR-1...Approve a Time and Expense Contract with MSA Professional Services for the design of our 2016 Water Street Water Main Replacement Project at a cost not to exceed \$9,200.

NBR-2...Approve Contract for Planning and Design Services for the Public Safety/Administration Building project with Zimmerman Architectural Studios/MSA Professional Services.

NBR-3...Approve the 1st Addendum to the Plat of Pleasant View Condominium.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

Report from BDAS Representative.

REPORTS, PETITIONS, AND CORRESPONDENCE - The City acknowledges receipt and distribution of the following: **Monthly Reports for December, 2015 from** – Fire Dept. and Treasurer

Minutes from the Following Meetings -

Copies of these meeting minutes are included in your packet:

Finance/Personnel Comt	1-12-16	Administrative Comt.	1-4-16
BID Promotions/Personnel Comt.	10-1-15		

Copies of these meeting minutes are on file in the Clerk's office:

Library Board	12-15-15	UW Campus Comm.	12-17-15
CDA Loan Review Comt.	12-8-15	Park & Recreation Comm.	11-9-15
District Ambulance Comm.	10-28-15		

Petitions and Correspondence Being Referred

INFORMATION

ADJOURNMENT (Voice Vote)

Cheryl Giese, City Clerk-Finance Director

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com.

JANUARY 2016

SUN	MON	TUE	WED	THU	FRI	SAT
17	18 SCDC PFC	19 Plan Library	20 BID	21 UW Campus	22	23
24	25 Public Safety	26 Finance Council	27 Ambulance	28 Public Art Assoc Emergency Mgt	29	30
31						

FEBRUARY 2016

SUN	MON	TUE	WED	THU	FRI	SAT
	1 Administrative	2 CDA	3	4 BEDC	5	6
7	8 Park & Rec	9 Finance Council	10	11	12	13
14	15 SCDC PFC	16 Plan Library	17 BID	18 UW Campus	19	20
21	22 Public Safety	23 Finance Council	24 Ambulance	25 Emergency Mgt Public Art Assoc	26	27
28						

PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format, should contact the City Clerk at 135 4th St., or phone 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

It is possible that members of, and possibly a quorum of members of, other governmental bodies of the City of Baraboo who are not members of the above Council, committee, commission or board may be in attendance at the above stated meeting to gather information. However, no formal action will be taken by any governmental body at the above stated meeting, **other than the Council, committee, commission, or board identified in the caption of this notice.**

Agenda jointly prepared by D. Munz and C. Giese
Agenda posted by DMM on 01/22/2016

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, January 12, 2016 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Robkin, Thurow

Council Members Absent: none

Others Present: Chief Schauf, Clerk Giese, Adm. Geick, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Ellington and carried to approve the minutes of December 22, 2015.

Moved by Ellington, seconded by Thurow and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

PUBLIC INVITED TO SPEAK –No one spoke.

MAYOR’S COMMENTS

CONSENT AGENDA

Resolution No. 15-100

THAT the Accounts Payable, in the amount of \$4,915,397.23 be allowed and ordered paid.

Moved by Kolb, seconded by Petty and carried on voice vote to approve the Consent agenda.

ORDINANCES ON 2ND READING

Moved by Wedekind, seconded by Sloan and carried unanimously to approve Ordinance No. 2438 amending Chapter 8-Economic Development of the City’s Comprehensive Plan.

NEW BUSINESS

Ordinances:

Ordinance No. 2439 was introduced and read for the first time:

Ordinance No. 2439

1. Section §12.02(10)(t), Code of Ordinances, regulating assignment of vacant or surrendered alcohol licenses, is hereby created as follows:

“(t) Assignment of Vacant or Surrendered Alcohol Licenses. The City of Baraboo shall use the following criteria and priority for the assignment of alcohol licenses that become vacant, are surrendered, or unused:

1. In circumstances in which an alcohol license is surrendered, but where the premises are sold, leased, or will otherwise be used by a new business owner, the new business owner shall have first claim upon the surrendered license, regardless of whether there are other pending applications for an alcohol license.

2. In circumstances in which an alcohol license is vacant or surrendered, and the premises will not be used by a new business owner, the following criteria shall be applied:

a. If there are issued reserve licenses, the regular license shall be offered first to the owner of the oldest reserve license. If the license is not claimed, it shall then be offered to the next oldest reserve license, and so on, for as many reserve licenses as may be outstanding.

b. If the City holds only one remaining license (regular or reserve), such license shall only be assigned after review by the Administrative Committee and approval of the Council.”

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

Moved by Ellington, seconded by Kolb that the Ordinance take its regular course.

Ald. Robkin expressed discord with (t)2a of the proposed ordinance, stating that the ability to trade a reserve license for a regular license would add value to businesses, which he feels is in opposition to the spirit of the State Statute. Others supported the language, feeling it is a fair policy to enact for staff to administer licenses. After considerable discussion, Ald. Kolb called for the question. Motion died for lack of a second. Roll Call on original motion: Ayes:8, Nays: 1 –Robkin. Motion carried.

COMMITTEE OF THE WHOLE

Moved by Wedekind, seconded by Kolb and carried unanimously to convene as a Committee of the Whole to discuss the City Attorney job description and recruitment options to fill the vacancy.

Administrator Geick recommended several changes including that the Pay Grade is 17, the residency requirement is eliminated, and that the position will be considered a regular city employee, not a contracted employee. The Committee discussed the pros and cons between a contracted employee and a hired employee and feared that a contracted employee could potentially cost more. Administrator Geick also discussed plans for advertising the position vacancy and hoped that the Council would be able to make their appointment by early April.

Moved by Ellington, seconded by Alt and carried unanimously to reconvene into regular session and take up any action as a result of the Committee of the Whole.

Moved by Kolb, seconded by Sloan and carried unanimously to proceed with the process of appointing a City Attorney as a staff position.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

The Mayor reported that

- Senators Erpenbach and Marklein will hold a joint listening session in Baraboo and encouraged interested persons to attend.
- Promotional videos featuring Baraboo are on the City’s website.
- Recognized the crossing guards for their work.

Ald. Ellington announced that the drug task force is holding another meeting and is actively looking for a safe house for males.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Baraboo Economic Development Commission, Listening Session Minutes August 17, 2015

I. Call to Meeting to Order and Note Compliance with Open Meeting Law
Chairperson Greg Wise called the listening session to order at 6:00 PM in Room 11 of the Civic Center 124 2nd St., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings. No quorum of the members of the Baraboo Economic Development Commission was present.

II. Mr. Wise gave a brief overview of the proposed changes to Chapter 8 of the City’s Comprehensive Plan. The public members were then encouraged to voice their opinion and comments regarding the changes. The following is a summary of the comments:

Enhancing our Workforce

- Difficult to recruit
- Shortage of employees
- Need full time persons

Committing to Existing Businesses

- Ex-officio school position on BEDC
- Continue SCDC
- No private dollars for SCDC
- Downtown parking

Developing New Businesses

- Plan “pillars” not “implementation”

- Need a better web site
- Work with Sauk County

Enhancing Tourism Development

Improving Amenities

- Historic district signage
- Downtown parking
- Bike & Ped Plan, parking structure, enhance entrances, parking structure
- Library
- IT infrastructure
- Better signage
- Downtown parking is a problem

Creating South Blvd Redevelopment Plan

Creating East Entrance Redevelopment Plan

- Don't mess up east side entry

Creating West Entrance Redevelopment Plan

MINUTES of the BARABOO BUSINESS IMPROVEMENT DISTRICT (BID)

December 16, 2015

Members Present: Lacey Steffes, Fred . Kruse, Bekah . Stelling, Todd. Wickus, Dennis. Thurow

Members Absent: N. Bacher, S. Kessenich, S. Fay

Also Attending: Ed Geick

Call to Order: Lacey Steffes presided over the meeting, called it to order at 5:54PM and noted compliance with the Open Meeting Law

Meeting Minutes:

Moved by Thurow, seconded by Stelling, and unanimously carried to approve the minutes of November 18, 2015.

Agenda: Moved by Kruse, seconded by Wickus, and unanimously carried to approve the agenda as published

Reports:

Business Development:

- Finished marketing round table. January, 2016 meeting

Promotions:

- Mobile tile on home page of website completed.

New Business:

1.	Vouchers	Gatehouse Gardens	\$2,384.00
			\$ 875.00
		Capital Newspapers	\$ 61.69
		Steph Shanks	\$ 600.00
		Ad-Lit	<u>\$3,000.00</u>
		TOTAL	\$6,920.69

Moved by Wickus, seconded by Stelling and unanimously carried to approve the vouchers

Lacey will speak with D. Cowan for recommendation of candidate for the open board seat. This will be discussed at January 2016 meeting.

E. Geick explained the City's proposed purchase of 227 5th Avenue for additional parking downtown. This will be discussed by City Council on Dec 22, 2015.

Next Meeting: Wednesday, January 20, 2016 at 5:45pm, Room 11, Civic Center

Adjournment: Moved by Wickus, seconded by Stelling, and unanimously carried to adjourn at 6:07pm

Baraboo Public Arts Committee Baraboo**December 17, 2015**

Location: Council Chambers, 135 4th Street, Baraboo

Members present: Bekah Stelling; Morgan McArthur, Larry McCoy, Mike Palm, Rochelle Robkin, Megan Watson, Ed Geick

Others attending: David Armstrong

Call to Order @ 4:07PM

- Note compliance with Open Meeting Law.
- Approve agenda – Robkin moved, McCoy seconded
- Approve minutes of October 29, 2015

Treasurer McCoy asked for clarification on debt from previous minutes. Since last report, Circus World Museum donated \$2000 (noted by Geick on 4 November 15), reducing outstanding debt to Business Improvement District (BID) to \$3395.10. With these corrections noted, McCoy moved for approval. Palm seconded.

1. Treasurer Report – Review current financial report

Per above, indebtedness to BID is \$3395.10. Circus World had pledged \$3500 and a foundation member wrote a check to BPAA for \$2000, leaving their outstanding pledge balance at \$1500. Palm is uncertain on whether we'll see that amount.

McCoy has assembled all BPAA financial records since 31 March 14, when the account was opened at Community First Bank. Current holdings: \$910.99 business checking, \$101.16 business savings. Judy Spring donated \$250 and the board agreed to shift her \$250 gift to BID account, reducing the balance owed to \$3145.10.

McCoy suggested that we organize a database for past giftings. Mary Hultman may have a list of emails of those who donated or participated on the paintings of the murals.

2. Old Business:

- Mural update, related expenses and wrap-up

Dedicatory plaque is not yet affixed to the mural site. Stelling to follow up with Bernie Poff on status.

3. New Business:

- Fundraising

Stelling noted that a push will be made on Facebook for end-of-year giving to BPAA.

Palm suggested that a link to BPAA appear on DBI and Chamber of Commerce websites.

McCoy inquired whether a letter to the editor has been written as followup thanks to the community and the sponsors for the mural. Noted for inclusion: named and anonymous sponsors, the army of in-kind community painters, Jerry Stitch and his musical team, Burgess for the porta-potty, Baraboo Awning and CenturyLink.

McArthur asked about whether we have stationery that bears a BPAA logo. Geick produced some cards with a Tully-designed motif. Perhaps this needs an update (MM).

- Review of current by-laws

Alterations to the Members Noticed and Others Noticed sections for BPAA meetings:

Delete Jennifer Fox and Joe Colossa from Members section; shift new board member Letha Kelsey from Others to Members.

Delete Mona Marks, Bernie & Susan Poff, Arlene Began and Letha Kelsey from Others Noticed.

Status of Geick and Palm clarified: Per by-laws the sitting mayor will have a seat on the board. Geick is there as a personal member, not necessarily because of his role as City Administrator.

4. Public Comments

David Armstrong noted that he'll soon be leaving his position in Boo-U administration. He cited the importance of keeping the campus informed about BPAA activities. He suggested that we work with the campus and student body to fundraise and gave examples of sporting teams integrating fundraising with their games (eg, soccer team recently raised \$200 for the Baraboo Food Pantry). This discussion raised other possibilities with community businesses: Pizza Ranch has a 'tip night,' Culvers has a 10% night, Domino's Pizza was mentioned as a prospect.

Armstrong noted that there is much art adorning the walls at Boo-U with space for more. An opportunity for raising art awareness is to have an Art Walk at Boo-U. Per our public painting experience at the Al. Ringling mansion, there is a good synergy between BPAA and the Boo-U Summerset Arts Festival. McCoy noted that the campus is an underappreciated resource.

5. Board Member Comments

Palm suggested that the board have a strategic retreat in the first quarter of 2016. The board has had considerable turnover since the formation of the BPAA and this is a prime opportunity to set direction. Suggested topics: what can we do in 201? What can we do better? Why are we here? Are we on track? McCoy noted the importance of finishing the catalog project and to establish a public arts plan. He also noted that the reason he's attracted to participate on the board is Palm's statement to put 'world class public art' in Baraboo. McArthur visited Wittenberg, WI on a recent trip to NE Wisconsin and that tiny town has created a lovely art park in addition to its many murals around town. A white paper will be distributed to board members in advance of the meeting.

6. Next Meeting – 21 January 16

7. Adjournment 4:58 PM

Finance/Personnel Committee – Council Chambers**December 22, 2015****Members Present:** Petty, Sloan and Thurow**Absent:** none**Others Present:** Mayor Palm, C. Giese, E. Geick and others

Call to Order –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Thurow, seconded by Sloan to adopt the agenda and carried unanimously. Moved by Sloan, seconded by Thurow to approve the

Accounts Payable – Moved by Sloan, seconded by Thurow to recommend Council approval of the accounts payable for \$784,589.29. Motion carried unanimously.

227 5th Avenue – The Committee reviewed an offer to purchase a property on 5th Avenue for \$120,000. The Mayor reported that the owner of the Al. Ringling Mansion is in favor of a written agreement for the City to maintain a portion of their parking lot together with the adjacent city parking lot. Moving the house to another location is being considered. Moved by Sloan, seconded by Thurow and carried to recommend to Council for action.

D & W Shaw Farms Lease – Giese reported that excess airport property is leased for farming purposes. The current tenant has offered to renew the lease and the rental rate was determined after consulting with the UW Extension office for current land rental prices. Crop restrictions include low level crops and maintaining distances from airport infrastructure. Moved by Thurow, seconded by Sloan and carried to recommend to Council for action.

Public Safety Building – Eng. Pinion reported that a team of staff and alderpersons scored architectural proposals for designing a public safety building. The top three firms were interviewed and the team recommends that the MSA Professional Services and Zimmerman Architectural Studios be selected. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.

Police Labor Contract - Adm Geick reviewed the contract terms as tentatively agreed to by the union representatives. The union still needs to ratify the contract. Moved by Sloan, seconded by Thurow and carried to recommend to Council for action.

Committee Comments: None.

Adjournment – Moved by Thurow, seconded by Sloan and carried to adjourn. Motion carried, meeting adjourned at 6:28 p.m.

Copies of these meeting minutes are on file in the Clerk's office:

BDAS Finance Ad Hoc	10-28-15	Police & Fire Comm.	11-16-15, 12-16-15
Police & Fire Comm.	11-16-15, 12-16-15	Library Board	11-17-15
Friends of the Library	9-22-15, 11-10-15	Emergency Management	12-17-15
UW Campus Comm.	11-19-15	BDAS	10-28-15

ADJOURNMENT

Moved by Petty, seconded by Sloan, and carried on voice vote, that the meeting adjourn at 7:38 p.m..

Cheryl M. Giese, Clerk-Finance Director

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
<i>Comments</i>

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

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

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

RESOLUTION NO. 2015 -

Dated: January 26, 2016

The City of Baraboo, Wisconsin

<i>Background:</i>
<i>Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted</i>
<i>Comments:</i>

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

THAT Laura Jelle be appointed to the Baraboo Economic Development Commission (BEDC) serving until February 28, 2019.

THAT Patrick Cannon be appointed to the Sauk County Development Corporation (SCDC) serving until April 16, 2019.

Offered by: Mayor
Motion:
Second:

Approved: _____

Attest: _____

The City of Baraboo, Wisconsin

Background The City of Baraboo has been working the Public Safety Building project the past several years. On March 10, 2015, the Common Council directed staff to proceed with planning for a new facility to house one or more of the City's Departments at a site in the immediate vicinity of the Civic Center. A Request for Proposal (RFP) for Planning and Design services for the Public Safety/Administration Building was drafted and sent to 15 architectural firms on October 16th. Six Proposals were received on November 13, 2015 and on December 10th the three short listed firms were interviewed and on December 22nd, the team of Zimmerman Architectural Studios and MSA Professional Services we recommend by the Selection Committee and approved by the Common Council.

The purpose of this resolution is to approve the Agreement between the Owner and the Architect for Planning and Design Services for the project.

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

WHEREAS, the City Council approved a Resolution on November 24, 2015 authorizing staff to interview the top three firms that submitted a Proposal in response to the October 16th RFP,

AND WHEREAS, staff interviewed three firms on December 10, 2015 and recommended the team of Zimmerman Architectural Studios / MSA Professional Services be selected to provide the Planning and Design Services for a new Public Safety/Administration Building;

AND WHEREAS, the City Council approved a Resolution on December 22, 2015 authorizing the City Administrator to draft an Agreement with the selected firm for Planning and Design Services for the Public Safety/Administration Building project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached Standard Form of Agreement Between Owner and Architect for Planning and Design Services for the Public Safety/Administration Building project.

Offered by: Finance Committee
Motion:
Second:

Approved: _____
Attest: _____



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Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of January in the year Two Thousand Sixteen

(Paragraph deleted)

BETWEEN the Architect's client identified as the Owner:

The City of Baraboo
City Hall
135 4th Street
Baraboo, WI 53913

and the Architect:

Zimmerman Architectural Studios, Inc.
2122 West Mount Vernon Avenue
Milwaukee, WI 53233

for the following Project:

Baraboo Public Safety / Administration Building

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	ADDITIONAL SERVICES
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6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

| *(Paragraph deleted)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| March 2017

.2 Substantial Completion date:

| July 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

John Sabinash will be the assigned Zimmerman Architectural Studios representative.

§ 2.4 Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000.00 per occurrence
\$1,000,000.00 aggregate
- .2 Automobile Liability
\$1,000,000.00
- .3 Workers' Compensation
Wisconsin Statutory Limits
- .4 Professional Liability
\$1,000,000.00 per claim
\$1,000,000.00 aggregate
- .5 The Architect maintains a commercial umbrella policy with the following limits:
\$5,000,000.00 each occurrence
\$5,000,000.00 aggregate
The policy underlies the General Liability, Automobile and Employer's Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 By February 9, 2016, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time

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limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall author the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

(Paragraph deleted)

- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™–2009)	A	In Basic Services
§ 4.1.2 Multiple preliminary designs	A	In Basic Services
§ 4.1.3 Measured drawings	N	
§ 4.1.4 Existing facilities surveys	A	In Basic Services
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	A	In Basic Services
§ 4.1.6 Building Information Modeling (E202™–2008)	N	
§ 4.1.7 Civil engineering	A	In Basic Services
§ 4.1.8 Landscape design	A	In Basic Services
§ 4.1.9 Architectural Interior Design (B252™–2007)	A	In Basic Services

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§ 4.1.10	Value Analysis (B204™–2007)	N	
§ 4.1.11	Detailed cost estimating	A	As described in MSA email 01/12/2016 5:08pm
§ 4.1.12	On-site Project Representation (B207™–2008)	N	
§ 4.1.13	Conformed construction documents	N	
§ 4.1.14	As-Designed Record drawings	N	
§ 4.1.15	As-Constructed Record drawings	N	
§ 4.1.16	Post occupancy evaluation	N	
§ 4.1.17	Facility Support Services (B210™–2007)	N	
§ 4.1.18	Tenant-related services	N	
§ 4.1.19	Coordination of Owner’s consultants	N	
§ 4.1.20	Telecommunications/data design	A	In Basic Services
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	A	In Basic Services
§ 4.1.22	Commissioning (B211™–2007)	N	
§ 4.1.23	Extensive environmentally responsible design	N	
§ 4.1.24	LEED® Certification (B214™–2012)	N	
§ 4.1.25	Fast-track design services	N	
§ 4.1.26	Historic Preservation (B205™–2007)	N	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	A	In Basic Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Per Exhibit A.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Alternate week () visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraphs deleted)

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the

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method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Architectural Services Fee

(\$608,000.00)

Init.

Plus: Out of pocket expenses to be included in the fee for:
 Transportation (A-E Vehicular access to the site)
 Telecommunications
 State Plan Review
 In-house Printing

(\$25,000.00)

Total lump sum fee Six Hundred Thirty-three Thousand Dollars

(\$633,000.00)

The lump sum fee is based on an estimated construction cost of \$8,000,000.00. At the conclusion of the Schematic Design Phase, the estimated construction cost will be recalculated and any corresponding change in the lump sum fee will be negotiated as a contract amendment.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

Mutually agreeable lump sum prior to executing the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

Mutually agreeable lump sum prior to executing the work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (_____ %), or as otherwise stated below:

Mutually agreeable mark-up accepted prior to executing the work no greater than Five Percent (5%), not less than One Percent (1%)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

\$126,600.00	Schematic Design Phase	Twenty	percent (	20	%)
\$126,600.00	Design Development Phase	Twenty	percent (	20	%)
\$189,900.00	Construction Documents Phase	Thirty	percent (	30	%)
\$ 31,650.00	Bidding or Negotiation Phase	Five	percent (	5	%)
\$158,250.00	Construction Phase	Twenty-five	percent (	25	%)
\$633,000.00					
Total Basic Compensation		one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Attached as Exhibit C

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 authorized out-of-town travel and subsistence;

Init.

- .2
- .3
- .4 Bid set printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 ;
- .7 models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % (One Percent) per month / 12% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 12.1 Copies of documents prepared by the Architect or Architect's Consultant that may be relied upon by Owner are limited to the printed copies (hard copies) that are signed and sealed by the Architect or Architect's Consultant. Files of text, data, graphics or other types on electronic media that are furnished by the Architect to Owner are only for convenience of the Owner. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk and liability.
- 12.2 Changes or additions to the project during design or construction may occur as information becomes available. Therefore, when these changes are recognized in sufficient time such that the Owner only incurs the cost of construction plus to contractor's mark-up, these changes shall not be considered errors or omissions and the Architect shall not be responsible for the construction cost of these changes or additions.

Init.

12.3 The Owner shall provide professional design credit (Article 9.9) for the Architect in any publication and other promotional materials for the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – RFP issued by the City of Baraboo (dated October 2015)
Exhibit B - Zimmerman Architectural Studios response to RFP (dated November 13, 2015)
Exhibit C – Standard Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER

The City of Baraboo

(Signature)

Michael Palm, Mayor

(Printed name and title)

(Signature)

Cheryl Giese, City Clerk / Finance Director

(Printed name and title)

ARCHITECT

Zimmerman Architectural Studios, Inc.

(Signature)

John Sabinash, Vice President

(Printed name and title)

Additions and Deletions Report for **AIA[®] Document B101[™] – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:04:37 on 01/13/2016.

PAGE 1

AGREEMENT made as of the Fourteenth day of January in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Baraboo
City Hall
135 4th Street
Baraboo, WI 53913

...

(Name, legal status, address and other information) Zimmerman Architectural Studios, Inc.
2122 West Mount Vernon Avenue
Milwaukee, WI 53233

...

for the following Project:
(Name, location and detailed description)

Baraboo Public Safety / Administration Building

PAGE 2

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

...

March 2017

...

July 2018

PAGE 3

John Sabinash will be the assigned Zimmerman Architectural Studios representative.

~~§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.~~

...

\$1,000,000.00 per occurrence
\$1,000,000.00 aggregate

...

\$1,000,000.00

...

Wisconsin Statutory Limits

.4 Professional Liability

\$1,000,000.00 per claim
\$1,000,000.00 aggregate

.5 The Architect maintains a commercial umbrella policy with the following limits:

\$5,000,000.00 each occurrence
\$5,000,000.00 aggregate

The policy underlies the General Liability, Automobile and Employer's Liability

...

~~§ 3.1.3 As soon as practicable after the date of this Agreement, By February 9, 2016, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.~~

PAGE 4

~~§ 3.2.1 The Architect shall review author the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

PAGE 5

~~§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES BIDDING PHASE SERVICES~~

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) ~~confirming responsiveness of bids or proposals;~~ (3) ~~determining the successful bid or proposal,~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

...

- ~~.2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~

PAGE 6

§ 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 — organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 8

§ 4.1.1	Programming (B202™-2009)	<u>A</u>	<u>In Basic Services</u>
§ 4.1.2	Multiple preliminary designs	<u>A</u>	<u>In Basic Services</u>
§ 4.1.3	Measured drawings	<u>N</u>	
§ 4.1.4	Existing facilities surveys	<u>A</u>	<u>In Basic Services</u>
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	<u>A</u>	<u>In Basic Services</u>
§ 4.1.6	Building Information Modeling (E202™-2008)	<u>N</u>	
§ 4.1.7	Civil engineering	<u>A</u>	<u>In Basic Services</u>
§ 4.1.8	Landscape design	<u>A</u>	<u>In Basic Services</u>
§ 4.1.9	Architectural Interior Design (B252™-2007)	<u>A</u>	<u>In Basic Services</u>
§ 4.1.10	Value Analysis (B204™-2007)	<u>N</u>	
§ 4.1.11	Detailed cost estimating	<u>A</u>	<u>As described in MSA email 01/12/2016 5:08pm</u>
§ 4.1.12	On-site Project Representation (B207™-2008)	<u>N</u>	
§ 4.1.13	Conformed construction documents	<u>N</u>	
§ 4.1.14	As-Designed Record drawings	<u>N</u>	
§ 4.1.15	As-Constructed Record drawings	<u>N</u>	
§ 4.1.16	Post occupancy evaluation	<u>N</u>	
§ 4.1.17	Facility Support Services (B210™-2007)	<u>N</u>	
§ 4.1.18	Tenant-related services	<u>N</u>	
§ 4.1.19	Coordination of Owner's consultants	<u>N</u>	
§ 4.1.20	Telecommunications/data design	<u>A</u>	<u>In Basic Services</u>
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	<u>A</u>	<u>In Basic Services</u>

§ 4.1.22	Commissioning (B211™–2007)	<u>N</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>N</u>	
§ 4.1.24	LEED® Certification (B214™–2012)	<u>N</u>	
§ 4.1.25	Fast-track design services	<u>N</u>	
§ 4.1.26	Historic Preservation (B205™–2007)	<u>N</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>A</u>	<u>In Basic Services</u>

PAGE 9

Per Exhibit A.

...

- ~~.5~~ ~~Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6~~ ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7~~ ~~.6~~ ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8~~ ~~.7~~ ~~Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9~~ ~~.8~~ ~~Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~.10~~ ~~.9~~ ~~Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~
- ~~.11~~ ~~.10~~ ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

PAGE 10

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Alternate week () visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

...

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

[X] Litigation in a court of competent jurisdiction

(Insert amount of, or basis for, compensation.)

Architectural Services Fee (\$608,000.00)

Plus: Out of pocket expenses to be included in the fee for:

Transportation (A-E Vehicular access to the site)

Telecommunications

State Plan Review

In-house Printing

(\$25,000.00)

Total lump sum fee Six Hundred Thirty-three Thousand Dollars (\$633,000.00)

The lump sum fee is based on an estimated construction cost of \$8,000,000.00. At the conclusion of the Schematic Design Phase, the estimated construction cost will be recalculated and any corresponding change in the lump sum fee will be negotiated as a contract amendment.

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Mutually agreeable lump sum prior to executing the work.

...

(Insert amount of, or basis for, compensation.)

Mutually agreeable lump sum prior to executing the work.

...

Mutually agreeable mark-up accepted prior to executing the work no greater than Five Percent (5%), not less than One Percent (1%)

...

<u>\$126,600.00</u>	Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
<u>\$126,600.00</u>	Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
<u>\$189,900.00</u>	Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
<u>\$ 31,650.00</u>	Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
<u>\$158,250.00</u>	Construction Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
<u>\$633,000.00</u>					

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Attached as Exhibit C

...

.1 ~~Transportation and~~ authorized out-of-town travel and subsistence;

- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, Bid set printing, reproductions, plots, standard form documents;~~

PAGE 17

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~

...

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ percent (____%) of the expenses incurred consultants.~~

...

~~§ 11.10.1 An initial payment of (\$ _____) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % (One Percent) per month / 12% per annum

...

12.1 Copies of documents prepared by the Architect or Architect's Consultant that may be relied upon by Owner are limited to the printed copies (hard copies) that are signed and sealed by the Architect or Architect's Consultant. Files of text, data, graphics or other types on electronic media that are furnished by the Architect to Owner are only for convenience of the Owner. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk and liability.

12.2 Changes or additions to the project during design or construction may occur as information becomes available. Therefore, when these changes are recognized in sufficient time such that the Owner only incurs the cost of construction plus to contractor's mark-up, these changes shall not be considered errors or omissions and the Architect shall not be responsible for the construction cost of these changes or additions.

12.3 The Owner shall provide professional design credit (Article 9.9) for the Architect in any publication and other promotional materials for the Project.

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~~.2 _____ AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

...

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – RFP issued by the City of Baraboo (dated October 2015)

Exhibit B - Zimmerman Architectural Studios response to RFP (dated November 13, 2015)

Exhibit C – Standard Hourly Rates

The City of Baraboo

Zimmerman Architectural Studios, Inc.

...

Michael Palm, Mayor

John Sabinash, Vice President

...

(Signature)
Cheryl Giese, City Clerk / Finance Director
(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:04:37 on 01/13/2016 under Order No. 5657553941_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

The City of Baraboo, Wisconsin

Background In February 2005, the Plan Commission approved a Conditional Use Permit to allow the construction of 11 duplex condominiums (22 units) on Lot 53 of the First Addition to the Pleasant View Subdivision. That development was not fully built-out and only 12 units have been constructed to date. The Baraboo National Bank has since acquired the interest in the remaining 10 un-built units. The Bank and members of the Condominium have agreed to separate the remaining vacant land from the existing 12 units by way of a CSM, which was previously approved by the Plan Commission and amend the condominium documents to reduce the number of declared units from 22 to 12.

Pursuant to Chapter 18 of the Code of Ordinances, Condominium Plats are reviewed and approved in the same manner as a subdivision. The purpose of this Resolution is to approve the First Addendum to the Plat of the Pleasant View Condominium. This matter was favorably reviewed by the Plan Commission at their January 19th meeting with a unanimous recommendation for approval.

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

WHEREAS, The Final Plat for the First Addition to the Pleasant View Subdivision was approved by the Common Council on May 24, 2005;

AND WHEREAS, the Plan Commission approved a Conditional Use Permit for a 22-unit condominium development on Lot 53 of said Final Plat on February 15, 2005;

AND WHEREAS, only 12 of the original 22 declared condominium units have been constructed to date and the all of the existing condominium members have requested that the vacant land for the 10 un-built units be divided from the Condominium and to amend the condominium documents to reduce the number of declared units to 12;

NOW, THEREFORE, BE IT RESOLVED that the First Addendum to the Plat of the Pleasant View Condominium, containing 6 existing duplex buildings or 12 condominium units, is hereby granted final approval subject to the applicable provisions of Chapters 236 and 703 of the Wisconsin Statutes and Chapter 18 of the Baraboo Municipal Code of Ordinances, subject however, that the Plat shall be identical to the copy filed with the City Engineer, that the condominium documents be appropriately amended, and that all review fees be paid in full.

Offered by: Plan Commission

Approved: _____

Motion:

Second:

Attest: _____

**Baraboo Fire Department
Monthly Report - December 2015**

Incident Responses	December	Year to Date	Totals	Year to Date	Percentage
	2015	2014	2014	2015	Increase/Decrease
Fire, Other	0	4	4	4	
Building Fire	2	9	9	14	
Fire in Mobile Home used as a Fixed Structure	0	0	0	0	
Fire in Structures other than Building	0	0	0	1	
Cooking Fire	2	5	5	9	
Chimney Fire	0	2	2	0	
Vehicle Fire	0	10	10	10	
Wildland Fire	0	6	6	11	
Trash or Rubbish Fire Contained	0	0	0	0	
Outside Rubbish, Trash or Waste Fire	0	0	0	2	
Dumpster or other Trash Receptacle Fire	0	3	3	4	
Outside Storage Fire	0	0	0	0	
Outside Gas or Vapor Combustion Explosion	0	0	0	0	
Medical Assist	0	18	18	17	
Vehicle Crash	11	55	55	72	
Motor vehicle/pedestrian crash	0	0	0	2	
Search for Person on Land	0	3	3	0	
Extrication of Victim(s) from Building/Structure	0	0	0	1	
Extrication from Vehicles	1	3	3	5	
Extrication, Other	0	3	3	1	
Elevator Rescue	0	1	1	0	
Water/Ice Rescue	0	1	1	0	
High Angle Rescue	0	4	4	3	
Hazardous Material	0	18	18	5	
Carbon Monoxide Incident	0	4	4	1	
Hazardous Call, Other	4	26	26	24	
Vehicle Accident - General Cleanup	1	4	4	9	
Animal Rescue	0	0	0	1	
Water Problem, Other	0	0	0	2	
Smoke or Odor Removal	0	0	0	1	
Sevice Call, Other	0	0	0	0	
Lock-out	0	0	0	0	
Assist Police	3	3	3	10	
Public Service	0	16	16	6	
Unauthorized Burning	0	5	5	5	
Authorized Burning	0	1	1	1	
Good Intent Call	5	37	37	41	
Dispatched/Cancelled	4	22	22	20	
Wrong Location	0	0	0	0	
Smoke Scare, Odor of Smoke	0	0	0	3	
Steam, Vapor, Fog or Dust thought to be Smoke	0	0	0	0	
Malicious Alarm	0	5	5	4	
Bomb Threat	0	0	0	0	
Alarm	7	39	39	41	
Carbon Monoxide Alarm	0	21	21	15	
Lightning Strike	0	0	0	0	
Severe Weather Standby	0	0	0	0	
Mutual Aid - City	0	10	10	8	
Mutual Aid - Rural	1	3	3	9	
Totals	41	341	341	362	5.03%
		-1	-1	-4	Exposure Fires
		340	340	358	Total Incidents
Incident Responses by Municipality	Total Incidents	Percent			
City of Baraboo	27	65.85%	204	56.35%	
Village of West Baraboo	5	12.20%	35	9.67%	
Town of Baraboo	5	12.20%	75	20.72%	
Town of Fairfield	2	4.88%	21	5.80%	
Town of Greenfield	1	2.44%	8	2.21%	
Town of Sumpter	0	0.00%	1	0.28%	
Mutual Aid - City	0	0.00%	8	2.21%	
Mutual Aid - Rural	1	2.44%	10	2.76%	
Totals	41	68200.00%	362	100.00%	Exposure Fires
			-4		Total Incidents
			358		

**Baraboo Fire Department
Monthly Report - December 2015**

Fire Inspections	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec
City of Baraboo	28	54	163	182	176	186	16	64	124	103	177	208
Village of West Baraboo	107	24	7	5	5	5	37	46	3	0	1	0
Town of Baraboo	3	0	0	2	0	30	13	2	0	0	3	25
Town of Fairfield	0	0	0	0	2	6	0	0	0	1	0	3
Town of Greenfield	0	0	0	0	0	2	4	2	0	0	3	1
Town of Sumpter	0	0	0	0	0	1	0	0	0	0	0	0
Totals	138	78	170	189	183	230	70	114	127	104	184	237
Total Inspections Year to Date												1824

Fire Prevention Education - Current Month	Number of Activities	Number of Adults	Number of Children	Total Participants
Fire Extinguisher and Fire Safety Training	0	0	0	0
Fire Safety Presentations	1	3	11	14
Fire Safety House Training	0	0	0	0
Other (Open House, Safety Fair, etc.)	0	0	0	0
Grand Totals	1	3	11	14
Total Fire Safety Contacts Year to Date				3166

	Number of Smoke Alarms	Number of CO Alarms	Total
Install Smoke and Carbon Monoxide Alarms	2	2	4
7 Year to Date Total			

Bank Balance			Bank																	Grand Total				
BANK INVESTMENTS	Type	Fund	Account	Term	Maturity	Rate	BNB	BMECU	LGIP	WF	CFB	SUM	BWD	PDS	FBB	RCB	CLARE	WCCU	ICB	CCF	FICA	SCHWAB	Grand Total	
Airport	Cert of Deposit	630	7068859	18 months	10/16/1	0.95%	50,591.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,591.63
Alma Waite Account	NOW account	820	104502957	Daily		0.49%	66,294.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66,294.19
Alma Waite Trust Fund	Cert of Deposit	820	54962-21359	36 months	2/15/18	1.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,190.14	0.00	0.00	0.00	0.00	201,190.14
			7068814	36 months	4/16/16	0.75%	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
			19226	36 months	4/17/16	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			3839602	36 months	2/18/17	1.15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
			7069241	30 months	3/11/17	1.00%	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
			6275826	36 months	7/8/18	1.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160,000.00	0.00	0.00	0.00	160,000.00
	Investment Pool	820	856206-3	Daily		0.19%	0.00	0.00	6,765.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,765.68
	Dana Investment	820	3694-7092	(blank)	(blank)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	250,000.00	
CDA-Grant Accounts	Checking	220	1000934/1146394	Daily	none		10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
CDA-Loan Accounts	(blank)	983	(blank)	(blank)	(blank)		83,547.30	0.00	210,572.94	0.00	101,014.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395,134.66
Fire Benefit Fund	Investment	900	99	Daily		0.06%	0.00	648.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	648.03
	Cert of Deposit	900	54962-24301	16 months	2/27/16	0.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fire Equipment fr/Airport	Cert of Deposit	420	27481	24 months	4/25/16	1.00%	0.00	0.00	0.00	0.00	50,754.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90,676.27	0.00	0.00	0.00	0.00	50,754.44
Fire Equipment Fund	Cert of Deposit	420	3833139	36 months	12/5/15	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			27348	24 months	3/13/16	1.00%	0.00	0.00	0.00	126,889.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126,889.58
			27677	36 months	8/26/17	1.05%*	0.00	0.00	0.00	126,315.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126,315.94
			6287335	18 months	9/13/16	0.90%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128,144.82	0.00	0.00	0.00	128,144.82
			54962-24618	36 months	3/16/18	1.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,756.16	0.00	0.00	0.00	0.00	0.00	125,756.16
			19965	36 months	12/14/1	1.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00
	Dana Investment	420	3694-7092	(blank)	(blank)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	200,000.00	
Friends of the Library	Savings	940	103035891	Daily		0.10%	18,387.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,387.98
General Cash Account	Checking / NOW	100	1000306/9830	Daily		0.4%	3,903,051.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,903,051.46
General Fund	Money Market	100	908-640	Daily		0.15%	0.00	0.00	0.00	98,137.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,137.60
			86190136	Daily		0.17%	0.00	0.00	0.00	0.00	516,680.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	516,680.83
			163563	Daily		0.15%	0.00	0.00	0.00	0.00	0.00	0.00	108,028.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108,028.28
			7481010	Daily		0.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	632,516.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	632,516.73
			202718610	Daily		0.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	631,794.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	631,794.33
			471582	Daily		0.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	360,758.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	360,758.69
			10080968	Daily		0.55%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240,575.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240,575.49
			525450	Daily		0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493,369.17	0.00	0.00	0.00	0.00	0.00	0.00	493,369.17
			54962-07	Daily		0.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	691,671.00	0.00	0.00	0.00	0.00	0.00	691,671.00
			5031443	Daily		0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,032.53	0.00	0.00	0.00	0.00	78,032.53
			20032292	Daily		0.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	447,561.80	0.00	0.00	0.00	447,561.80
	Cert of Deposit	100	54962-22811	36 months	4/22/16	1.15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00
			6197574	18 months	9/20/16	0.90%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00
			3838853	36 months	12/12/16	1.15%	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			27482	24 months	4/25/16	1.00%	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			54962-24619	30 months	9/20/17	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			6287661	18 months	10/16/16	0.90%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	100,000.00
			3846829	27 months	9/12/17	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			40029949	36 months	6/5/18	1.25%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,468.82	0.00	0.00	0.00	150,468.82
			54962-25192	36 months	10/22/18	1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	150,000.00
	Investment Pool	100	856206-1	Daily		0.19%	0.00	0.00	55,467.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,467.17
	Deposit Placeme	100	104791111271	Daily		0.23%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,505,408.84	0.00	0.00	1,505,408.84
			10090686	Daily		0.30%																		

TREASURER'S INVESTMENT REPORT for December 2015

				Average Rate of Return on Current Deposits		Benchmarks:	
Total Receipts:	6,778,250.90	General Funds:		Avg Term		LGIP	0.19%
		Utility Funds:		8.8 M	0.40%		
Total Disbursements:	1,179,707.08	Segregated Funds:		18.7 M	0.59%	90-day T-bill:	0.22%
		All Funds:		37.8 M	0.91%		
				15.2 M	0.52%	6M CD:	0.25%
				Liquid: 65.5%		12M CD:	0.54%
				Term: 34.5%		18M CD	0.61%

Policy Objectives:

- Safety: ▪ \$3,000,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.
- Liquidity: ▪ Investing in CD's when good rates are available.
- Yield: ▪ Yields should move up slightly with the Fed's first interest rate increase in nearly a decade.

TRANSACTIONS

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
(1)	RENEW	CD	Fire Equipment	BWD	3833139		36 mos	12/5/2015	1.00%	125,000.00	Reinvest
				PDS	19965		36 mos	12/14/2018	1.20%	125,000.00	Reinvest

Comments:

INVESTMENT ADVISOR TRANSACTIONS

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Date	Yield to Worst Yield - Maturity	Amount	Interest
(1)	BUY	SBA	509162	106.4375	NR	Prime -.675bps Quarterlyly reset 10% prepay	6.2 yrs	12/25/2036	1.63% / 2.575%	\$97,566.61	Monthly P&I 84 days

Comments: Regular principal repayments, rate adjusted quarterly

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 12/31/2015

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Cash									
Short Term Investments									
Cash Equivalents									
	000009	Cash - Money Fund		16,344.54		16,344.54	.55	.00	.01
		Total Cash Equivalents		16,344.54		16,344.54	.55	.00	.01
		Total Short Term Investments		16,344.54		16,344.54	.55	.00	.01
Bonds									
Agency Bonds									
Fixed Rate Agency									
FFCB Fixed Rate Agency									
200,000	3133EE5S5	FEDERAL FARM CREDIT BANK 1.5% Due 08/05/2019	100.85	201,699.00	99.26	198,521.88	6.66	1,216.67	1.51
200,000.00		Total FFCB Fixed Rate Agency		201,699.00		198,521.88	6.66	1,216.67	1.51
FHLB Fixed Rate Agency									
100,000	3130A6KH9	FEDERAL HOME LOAN BANK 1.19% Due 01/14/2019	100.03	100,025.00	100.00	100,000.00	3.35	257.83	1.19
100,000.00		Total FHLB Fixed Rate Agency		100,025.00		100,000.00	3.35	257.83	1.19
FHLMC Fixed Rate Agency									
200,000	3134G6BP7	FREDDIE MAC 1.15% Due 02/26/2018	100.01	200,025.00	99.96	199,918.28	6.70	798.61	1.15
150,000	3137EADP1	FREDDIE MAC 0.875% Due 03/07/2018	98.30	147,449.50	99.37	149,052.86	5.00	415.63	.88
200,000	3134G76G1	FREDDIE MAC 1.05% Due 05/17/2018	99.93	199,852.00	99.31	198,622.00	6.66	256.67	1.06
550,000.00		Total FHLMC Fixed Rate Agency		547,326.50		547,593.14	18.36	1,470.91	1.04
		Total Fixed Rate Agency		849,050.50		846,115.02	28.37	2,945.41	1.17
		Total Agency Bonds		849,050.50		846,115.02	28.37	2,945.41	1.17
Mortgage Bonds									
Adjustable Rate Mortgages									
FHLMC - Adjustable Rate Mortgages									
107,459.12	31300MPF4	FH 849422 2.066% Due 02/01/2043	104.31	112,093.29	103.46	111,175.05	3.73	376.77	2.00
131,837.74	31300MWE9	FH 849645 2.33% Due 06/01/2043	104.81	138,182.43	103.78	136,814.61	4.59	520.08	2.25
239,296.85		Total FHLMC - Adjustable Rate Mortgages		250,275.72		247,989.66	8.32	896.85	2.13
FNMA - Adjustable Rate Mortgages									
125,580.03	3138XMVB8	FN AV9481 1.919% Due 07/01/2043	103.56	130,053.83	103.96	130,558.28	4.38	200.82	1.85
125,580.03		Total FNMA - Adjustable Rate Mortgages		130,053.83		130,558.28	4.38	200.82	1.85
GNMA - Adjustable Rate Mortgages									
160,037.41	36225CX92	G2 80703 1.75% Due 06/20/2033	103.13	165,038.59	102.51	164,052.43	5.50	233.39	1.71
157,040.97	36225C4B9	G2 80817 1.75% Due 01/20/2034	103.34	162,292.03	103.58	162,656.76	5.45	229.02	1.69
135,595.43	36225EN40	G2 82210 1.625% Due 11/20/2038	102.75	139,324.32	103.04	139,711.97	4.68	183.62	1.58
136,936.60	36225EQ47	G2 82274 1.75% Due 01/20/2039	102.62	140,531.15	102.54	140,418.90	4.71	199.70	1.71
138,964.14	36225EUG5	G2 82382 1.875% Due 09/20/2039	102.69	142,698.81	103.15	143,336.36	4.81	217.13	1.82
112,567.30	36225EVG4	G2 82414 2% Due 10/20/2039	103.81	116,858.94	99.77	112,307.38	3.77	187.61	2.00
841,141.84		Total GNMA - Adjustable Rate Mortgages		866,743.84		862,483.80	28.92	1,250.47	1.74
		Total Adjustable Rate Mortgages		1,247,073.39		1,241,031.74	41.61	2,348.14	1.83
		Total Mortgage Bonds		1,247,073.39		1,241,031.74	41.61	2,348.14	1.83
Small Business Administration Bonds									
Adjustable Rate - SBAs									
Prime Rate									
26,818.65	83164KRQ8	SBA508595 2.575% Due 04/25/2018	101.75	27,287.99	100.52	26,958.78	.90	117.16	2.56
150,277.97	83164KNU3	SBA508503 2.575% Due 12/25/2024	105.69	158,825.03	104.21	156,611.28	5.25	649.33	2.47
167,596.51	83164JF50	SBA507388 1.75% Due 10/25/2030	104.13	174,509.87	103.54	173,533.61	5.82	490.03	1.69
97,566.61	83164LFB2	SBA509162 2.575% Due 12/25/2036	106.44	103,847.46	106.57	103,978.00	3.49	209.36	2.42

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 12/31/2015

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
190,265.96	83164LSA0	SBA509513 1.75% Due 06/25/2039	106.00	201,681.94	103.67	197,250.43	6.61	555.74	1.69
196,887.69	83164LXM8	SBA509684 2% Due 06/25/2040	105.81	208,331.78	105.79	208,281.19	6.98	657.16	1.89
829,413.38		Total Prime Rate		874,484.07		866,613.29	29.06	2,678.78	1.99
		Total Adjustable Rate - SBAs		874,484.07		866,613.29	29.06	2,678.78	1.99
		Total Small Business Administration Bonds		874,484.07		866,613.29	29.06	2,678.78	1.99
		Total Bonds		2,970,607.96		2,953,760.05	99.04	7,972.33	1.69
		Total Portfolio		2,986,952.50		2,970,104.59			
		Paydown Receivable		12,319.74		12,319.74			
		Interest Accrued		7,972.33		7,972.33			
		Dividends Accrued		0.00		0.00			
		Total Portfolio with Accruals & Receivables		3,007,244.57		2,990,396.66			

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

Dana Investment Advisors, Inc.
 Performance Report
 Gross of Fees



From December 31, 2014 to December 31, 2015

Portfolio: 2493 - City of Baraboo Reserve Funds

	Market	Cost
Portfolio Value on 12/31/2014	\$3,004,953.25	\$3,007,546.12
Contributions/Withdrawals	(\$28,165.29)	(\$28,165.29)
Interest	\$43,023.63	\$43,023.63
Dividends	\$0.00	\$0.00
Unrealized Gain/Loss	(\$19,473.67)	\$0.00
Premium amortization Realized Gain/Loss	(\$11,145.70)	(\$16,364.33)
Change in Accrued income	\$1,204.44	\$1,204.44
Portfolio Value on 12/31/2015	\$2,990,396.66	\$3,007,244.57
Total Gain	\$13,608.70	\$27,863.74
Unannualized Returns For the Period	0.45 %	0.93 %
Unannualized Returns For period		
Total Portfolio		0.45%

2015

Fees

- .25%

.68% Net

Members Present: Petty, Sloan and Thurow

Absent: none

Others Present: Mayor Palm, C. Giese, E. Geick and others

Call to Order –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to adopt the agenda and carried unanimously. Moved by Sloan, seconded by Thurow to approve the minutes of December 22, 2015. Motion carried unanimously.

Accounts Payable – Moved by Sloan, seconded by Thurow to recommend Council approval of the accounts payable for **\$4,915,397.23**. Motion carried unanimously.

1208 Oak Street – Adm. Geick reported that DNR has some funding available. He has also had discussions with the County exploring their interest in making the acquisition and redevelopment a joint project. The County has generally agreed to move forward with forgiving the taxes on the property. The DNR is trying to get additional money from other agencies and Ed will report back at a future meeting. No action taken.

City Attorney Job Description – The Committee reviewed the current job description with a few changes being recommended by the City Administrator. One being that the Attorney position be included on the wage scale at grade 17, and that the residency requirement be removed. Sloan questioned whether the position could be contracted for and the Committee reviewed the pros and cons of doing so. Moved by Sloan, seconded by Thurow and carried to move forward with the recruitment process of a full time City Attorney on staff.

Public Safety Building – Adm. Geick explained that the general contract for design services of the proposed Public Safety building has been reviewed and approved by the interim attorney for MSA Professional Services and Zimmerman Studios. Moved by Sloan, seconded by Thurow and carried unanimously to recommend the contract with Zimmerman Studios and MSA Professional Services.

Committee Comments: None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn. Motion carried, meeting adjourned at 6:33 p.m.

Cheryl Giese, Clerk-Finance Director

BARABOO BUSINESS IMPROVEMENT DISTRICT (BID) Promotions/Personnel Committee Meeting

October 01, 2015 Members Present: T. Wickus, L. Steffes, B. Stelling,

Member Absent: S. Fay

Call to Order: Chairman Wickus presided over the meeting, called it to order at 8:35 A.M., and noted compliance with the Open Meeting Law.

Minutes: Moved by Stelling, seconded by Steffes, and unanimously carried to approve the minutes of the September 04, 2015 meeting.

Agenda: Moved by Steffes, seconded by Stelling, and unanimously carried to approve the agenda as published.

Old Business: Motion by Steffes, seconded by Stelling and unanimously carried to use \$3,000.00 for Digital marketing ad on WIDELLS.com and \$800.00 for WPR ad campaign.

Adjournment: Moved by Steffes, seconded by Stelling and unanimously carried to adjourn at 9:00 A.M.
Respectfully submitted, Todd Wickus Promotions Chairperson

Administrative Committee

January 4, 2016

Present: Robkin, Ellington and Alt

Absent: none

Also Present: Mayor Palm, Clerk Giese, Adm. Geick, Chief Schauf, and Media

The meeting was called to order by Ald. Robkin at noon, noting compliance with the Open Meetings law.

Moved by Ellington and seconded by Alt and carried to approve the minutes of December 7, 2015. Motion by Alt, seconded by Ellington to approve the agenda and carried unanimously.

Airport Operations: Giese reported that the engineers have begun design of the runway reconstruction project and will have details concerning the possible widening in February when the owners can meet to begin discussions on widening and financing the widening.

Baraboo Country Club-noise: The Committee reviewed a request from Baraboo Country Club for beginning their mowing time at sunrise for the safety of the golfers and mowing personnel. No one representing the Country Club was present. Ald. Ellington suggested tabling the item until someone could be present. Adm. Geick was asked to contact the Country Club again to inform them of the date and time of the next meeting.

Next meeting is to be held February 1, 2016 at 12 p.m.

Moved by Ellington, seconded by Alt and carried to adjourn.

Cheryl M. Giese
Clerk-Finance Director