

**AGENDA  
CITY OF BARABOO COMMON COUNCIL  
Council Chambers, 135 4<sup>th</sup> Street, Baraboo, Wisconsin  
Tuesday, October 13, 2015, 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:* Atty. Reitz, 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

**CALL TO ORDER**

**ROLL CALL AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF PREVIOUS MINUTES** - (Voice Vote): September 22, 2015

**APPROVAL OF AGENDA** (Voice vote):

**COMPLIANCE WITH OPEN MEETING LAW NOTED**

**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** -

**CONSENT AGENDA** (roll call)

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

CA-2...Approve Mayoral appointment of Elmer Ellis to Pink Lady Rail Commission, for a term to expire on October 31, 2017.

CA-3...Approve the Annual Weights and Measures Assessments for 2015 as recommended by the Finance Committee.

CA-4...Approve Mayoral appointment of Evan Burchett to the Library Board to fill the unexpired term of Wayne Maffei, ending on June 30, 2017.

CA-5...Approve annual exemption from Sauk County Library Tax.

**ORDINANCES ON 2<sup>ND</sup> READING**

SRO-1...Revise 17.80(10), Code of Ordinances, regulating off-premise signs, is repealed and recreated to include a special exception for the Baraboo School District for sporting stadiums and outdoor athletic facilities for four off-premise advertising signs that are visible from Draper Street.

**NEW BUSINESS RESOLUTIONS**

NBR-1...Approve assessor selection of Tyler Technologies for 2016-2018.

NBR-2...Approve Amendment #1 to the Agreement for Railroad Rehabilitation and Improvement of the Madalon Industrial Park Rail Spur dated January 2014.

NBR-3...Approve the low bid of Volkmann Railroad Builders, Inc. in the amount of \$1,660,459 for the Madalon Industrial Park Rail Spur Reconstruction project.

**NEW BUSINESS ORDINANCES**

NBO-1...Approve Section 17.08(31) of the Zoning Code to be repealed and recreated to include regulation of short-term rental homes in single-family residential zoning districts.

**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 August, & September 2015 from** – Treasurer, Police, Fire

**Minutes from the Following Meetings -**

**Copies of these meeting minutes are included in your packet:**

Finance	9-22-15	Plan	9-15-15
BID	9-16-15, 9-29-15	BEDC	8-6-15
Public Safety Comt	9-28-15	CDA	6-10-15
BID Appearance Comt	9-10-15	BID Promotions Comt	9-4-15

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

Police & Fire Comm.	8-17-15	Pink Lady Rail Comm.	8-4-15
Emergency Management	9-17-15	UW Campus Comm.	8-20-15

**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](http://www.cityofbaraboo.com).

**OCTOBER 2015**

SUN	MON	TUE	WED	THU	FRI	SAT
				1 BEDC	2	3
4	5 Administrative	6 CDA	7	8	9	10
11	12 Park & Rec	13 Finance Council	14	15 Emergency Mgmt UW Campus	16	17
18	19 SCDC PFC	20 Plan Library	21 BID	22	23	24
25	26 Public Safety	27 Finance Council	28 Ambulance	29 Arts Ad-Hoc	30	31

**NOVEMBER 2015**

SUN	MON	TUE	WED	THU	FRI	SAT
1	2 Administrative	3 CDA	4	5 BEDC	6	7
8	9 Park & Rec	10 Finance Council	11	12	13	14
15	16 SCDC PFC	17 Plan Library	18 BID	19 UW Campus Emergency Mgt	20	21
22	23	24 Finance Council	25 Ambulance	26 <b>Thanksgiving Day-Offices Closed</b>	27 <b>Thanksgiving Holiday Offices Closed</b>	28
29	30 Public Safety					

**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 10/09/2015

**Council Chambers, Municipal Building, Baraboo, Wisconsin  
Tuesday, September 22, 2015 – 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: Atty. Reitz, Chief Schauf, Clerk Giese, Adm. Geick, members of the press and others.

The Pledge of Allegiance was given.

Moved by Alt, seconded by Kolb and carried to approve the minutes of September 8, 2015.

Moved by Petty, seconded by Sloan and carried to approve the agenda.

**Compliance with the Open Meeting Law was noted.**

**PUBLIC INVITED TO SPEAK** –No one spoke.

**MAYOR'S COMMENTS** – The Mayor congratulated the following staff on their anniversaries:

- Fire Inspector Tom Clark – 15 years
- Administrative Assistant Wendy Grant – 15 years
- Patrol Sergeant Ryan Werner – 10 years
- Library Tech. Service Coordinator Mari Jo Burri–10 years

**CONSENT AGENDA**

**Resolution No. 15-55**

THAT the Accounts Payable, in the amount of \$275,667.97 be allowed and ordered paid.

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

**ORDINANCES ON 2<sup>ND</sup> READING**

Moved by Wedekind, seconded by Petty and carried unanimously to approve the 2<sup>nd</sup> reading of Ordinance No. 2434 amending Sections 9.03(2), and 12.08 of the City of Baraboo Ordinances, to throwing or shooting of arrows, stones and other missiles.

Moved by Wedekind, seconded by Ellington and carried unanimously to approve the 2<sup>nd</sup> reading of Ordinance No. 2435 approving the PUD at 125 9<sup>th</sup> Street for a multi-family independent living complex for senior citizens who are 55 years or older.

**NEW BUSINESS**

**Resolutions:**

**Resolution No. 15-56**

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

That the City Council accepts the proposal of Baker Tilly for auditing services for the years 2015 through 2019. Moved by Ellington, seconded by Petty, and carried that Resolution No. 15-56 be approved – 9 ayes.

**Ordinances:**

Ordinance No. 2436 was introduced and read for the first time:

**Ordinance No. 2436**

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

## FOLLOWS:

1. Section §17.80(10), Code of Ordinances, regulating off-premise signs, is hereby repealed and recreated as follows:

**17.80 REGULATION OF SIGNS**

(10) PROHIBITED SIGNS. The following signs shall be prohibited within all zoning districts in the City of Baraboo:

(e) Off-Premise Signs. Such signs are prohibited, except for temporary signs permitted by §12 of this Subch:

A special exception is granted for the Baraboo School District for sporting stadiums and outdoor athletic facilities for four (4) off-premise advertising signs that are visible from Draper Street. Such off-premises signs shall be allowed with a valid sign permit, without regard to size or percentage of area covered, provided that such signs were installed prior to September 1, 2015. This special exception shall expire June 30, 2020, for off-premises signs, and June 30, 2030, for the signage relating to Flambeau Field. After these respective dates, all non-conforming and prohibited signs shall be removed.

A special exception is also granted for off-premise advertising that is visible from a public street that appears upon the Baraboo School District's scoreboards, so long as such advertising does not substantially increase the size of the scoreboard. This special exception shall not expire. All signs under this special exception require a valid sign permit.

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

Moved by Wedekind, seconded by Thurow, and carried that the Ordinance take its regular course – 8 ayes. Opposed: Plautz

**MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS**

Report from BDAS Representative

**REPORTS and MINUTES**

The City officially acknowledges receipt and distribution of the following:

**Finance/Personnel Committee – Council Chambers**

**September 8,**

**2015**

**Members Present:** Petty, Sloan and Thurow

**Absent:** none

**Others Present:** C. Giese, E. Geick, M. Reitz, W. Petersen and others

**Call to Order** –Ald. Petty called the meeting to order at 6:30 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to adopt the agenda and carried unanimously. Moved by Thurow, seconded by Sloan to approve the minutes of August 25, 2015. Motion carried unanimously.

**Accounts Payable** – Moved by Sloan, seconded by Thurow to recommend Council approval of the accounts payable for **\$664,760.26**. Motion carried unanimously.

**Committee Comments:** None.

**Adjournment** – Moved by Thurow, seconded by Sloan and carried to adjourn. Motion carried, meeting adjourned at 6:31 p.m.  
Cheryl Giese, Clerk-Finance Director

**Administrative Committee**

**August 31, 2015**

Present: Ellington, Robkin, Alt

Absent: none

Also Present: Mayor Palm, Cheryl Giese, Adm. Geick, Chief Schauf, Steve Pribbenow, Joe Collosa, Greg Slayton

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

Moved by Ellington, seconded by Alt and carried to approve the minutes of July 6, 2015. Motion by Alt, seconded by Ellington to approve the agenda and carried unanimously.

**Airport Operations:** Giese gave a report of airport activities for the last month, highlighting a meeting with Airport Owners concerning the runway reconstruction project and application of Ho-Chunk to place properties in Trust.

**ADA Report:**

Adm Geick reviewed the ADA report updating the Committee on projects at Ochsner bandstand, City View ADA path, Civic Center ramp, Dog Park and City Hall. Renovations to city hall are being planned along with the USDA bond issue. Steve Pribbenow commented that the water fountain at the dog park does not meet ADA specifications. Ed responded that the Parks and Rec Director is working on that item.

**Open Liquor Licenses**

Atty. Reitz discussed the process for issuing liquor licenses when they become available. He discussed the recent transfer of the Quindt's license. They recently retired and sold their business to their son and their preference was to sell the business with the idea that the new applicant would be issued the license. The general thought is that a FIFO system would throw a lot of turmoil into the license process and that preference should be shown to wishes of the current license holder. Only 2 cases in the last 18 years is known where a license came available without a successor license application. Staff recommends absolute preference be given to business transfers to require conditionally surrendering the license to be reissued to the qualified business purchaser. Open licenses will be advertised that license is available, with a deadline for applying and all qualified applicants will make proposal to the Council who will then grant license to one of the pre-qualified applicants. The Committee decided that they would appreciate a policy statement on these matters to review at their next meeting.

**Hunting and Bow Ordinance**

Attorney Reitz explained that the State enacted law prohibiting municipalities from placing restrictions on bow hunting. The City's current ordinance does allow hunting in certain areas of the city, but this modification will allow bow hunting after complying with the State restrictions concerning residential occupancy and shooting in a downward angle. Moved by Ellington, seconded by Alt and carried unanimously to recommend the changes for Hunting and Bow Ordinance.

**Greg Slayton**

Greg reported that he attended prior meetings concerning a liquor license for Garden Party and that a license extension was given to the Garden Party. The Council granted the extension based on her promise to work with them to take over her business. Once the meeting occurred, they were unable to achieve results and come to an agreement. Therefore, there is no agreement in place and no business plan as requested by the Committee. Once the approval was given for extension, they sought other tenants. Slayton feels that they did not negotiate in good faith. Joe Collosa was also an applicant for the same license. If they had known that the building owner would not negotiate with them, they would not have spent over \$3000 in attorney fees, and Joe should have been issued the license. They recommend that the Council rescind the Garden Party license. Attny Reitz opined that the license has been issued and the Council cannot rescind the license. Slayton remarked that Terry is nonresponsive and Janet's attorney does not return e-mails. Slayton said that they were unable to reach an agreement and will not be operating a business plan and wanted to report their findings to the Committee. No action taken.

Next meeting is to be held October 5, 2015 at 12 p.m.

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

Cheryl Giese,  
Clerk-Finance Director

**PETITIONS AND CORRESPONDENCE**

**Petitions and Correspondence Being Referred - None**

**INFORMATIONAL ITEMS**

**ADJOURNMENT**

Moved by Plautz, seconded by Sloan, and carried on voice vote, that the meeting adjourn.

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

Parks & Rec Comm.	8-10-15	SCDC	7-20-15
Library Board	8-18-15	CDA Loan Review	9-1-15
CDA Executive Comm.	9-1-15	CDA Board	9-1-15
BID Parking Comm.	9-4-15		

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Cheryl M. Giese, Clerk-Finance Director

The City of Baraboo, Wisconsin

<i>Background:</i>
<b>Fiscal Note: (Check one) [ ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted</b>
<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: October 13, 2015

**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 Elmer Ellis be appointed to the Pink Lady Rail Commission serving until October 31, 2017.

**Offered by:** Mayor  
**Motion:**  
**Second:**

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

**RESOLUTION NO. 2015-**

**Dated: October 13, 2015**

**The City of Baraboo, Wisconsin**

**Background:** The State Statutes requires that all municipalities over 5000 in population have a qualified weights and measures program ensuring that customers are receiving the correct weight or volume of items they are purchasing. Gas pumps and scales that weigh bulk items for sale to potential customers are examples of equipment tested. Baraboo has contracted with the State of Wisconsin to perform necessary tests for area businesses. Each business selling products by weight or volume is required to license measuring devices and pay their appropriate share of the inspection costs. The City endorsed this program in fairness to all taxpayers, reasoning that inspection fees are a cost of doing business and are more properly recovered as a consumer cost.

Assessments are calculated based upon the cost of providing inspections and divided among all businesses shown on the State's census report for Baraboo. Notices were mailed to all affected businesses informing them of their preliminary assessment and likelihood of Council action as required by City Code.

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

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

That the Weights and Measures Assessments for 2015 are hereby approved and that the City Clerk shall notify affected businesses of their final assessment as provided in the City Code.

**Offered by:** Finance/Personnel  
**Motion:**  
**Second:**

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

## Memo

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**To:** Finance Committee, Mayor Palm and Common Council Members

**From:** Cheryl Giese, City Clerk-Finance Director

**Date:** September 29, 2015

**Re:** Weights and Measures Assessment for 2015

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I have attached the assessment for the weights and measures license holders for 2015. The Council will consider approving the assessments on October 13, 2015. My department has notified the affected businesses by mailing a preliminary assessment report and I have attached a sample letter for your review as well as the State's inspection report.

State Statute 98 requires municipalities over 5000 in population to have a program for testing the accuracy of scales and gas pumps. The City contracts with the State for \$5200 each year to perform the inspections and the City's costs are charged back to participating businesses in the form of assessments. The State of Wisconsin performs necessary tests at local merchant's businesses on the City's behalf and my assessment report is based upon the results of the State's inspections. Consumers in Baraboo can shop with confidence of receiving the correct weight or volume when purchasing by the pound or gallon.

In addition, each affected business is required to purchase a weights and measures license in the amount of \$30 per year. We charge the license fee to businesses that have not previously purchased their license or if brought to our attention via the inspection report.

City of Baraboo  
Weights Measures Assessment for 2015

Lic. #	Parcel #	Name	Store Location	Scanning Test	Package Test	Assessment	Inspected	LMD	Truck Meter	Vehicle Scale	<100' Scale	>100' Scale	Timers	Other	Assmt	2nd Inspection	Assmt	License Fee	Total Invoice
		206-1068-00000 Amerigas	607 South Blvd			0.00		0	3	2	2				\$220.63		0.00	\$30.00	\$250.63
		206-1080-00000 Baraboo Custom Lube & Wash	815 South Blvd			0.00							1		\$8.94		0.00	\$30.00	\$38.94
		24 206-1152-20000 Blain's Farm and Fleet	1100 South Blvd	2.5	1	104.37	Y			3	3				\$62.61	2	59.64	\$226.62	
		15 206-1080-04000 Casey's General Store #1904	801 South Blvd	1.25		37.28	Y	16							\$143.04		0.00	\$180.32	
		29 206-1334-00000 Coachlite Quickwash	715/717 Broadway			0.00	Y						24		\$214.56		0.00	\$214.56	
		13 206-9072-13150 Coffee Bean Connection	701 Oak Street		0	0.00	Y			2	2				\$41.74		0.00	\$41.74	
		12 206-PP General Nutrition Center (GNC)	906 Us Hwy 12	1.25		37.28	Y	26							\$0.00		0.00	\$37.28	
		14 206-0986-00000 Get N Go	325 South Blvd	1.25		37.28	Y			3	3				\$232.44		0.00	\$269.72	
		26 206-1484-00000 Healthy Habits LLC	127 3Rd St	1.25		37.28	Y								\$62.61		0.00	\$99.89	
		206-0986-00000 J & D Coin Laundry	325 South Blvd	1.25		0.00	Y	24		1	1	26			\$232.44	1	29.82	\$262.44	
		16 206-0476-00000 Kwik Trip #657	604 8Th St	1.25		37.28	Y						19		\$169.86		0.00	\$199.86	
		206-1402-00000 Kwik Wash Coin Laundry	109 5Th Ave			0.00	Y			2	2				\$41.74		0.00	\$79.02	
		19 206-PP Las Milpas LLC	830 Hwy 12, Unit 1	1.25		37.28	Y								\$0.00	2	59.64	\$193.83	
		25 206-2552-26000 Menards	1040 Us Hwy 12	2.5	2	134.19	Y			1	1				\$0.00		0.00	\$37.28	
		23 206-1152-30000 O'Reilly Auto Parts	825 Us Hwy 12	1.25		37.28	Y								\$20.87		0.00	\$20.87	
		27 206-0462-00000 Sunshine Car Care LLC, Super Lube #501	818 8Th St, #C			0.00	Y			4	4				\$88.48		0.00	\$113.48	
		85 206-0678-00000 The Meat Market	700 Lincoln Ave			0.00	Y			1	1				\$20.87		0.00	\$20.87	
		21 206-0974-00000 The Pet Supply	201 Lynn Ave			0.00	Y								\$20.87		0.00	\$20.87	
		20 206-1152-01010 Turner Oil & West Side Car Wash	413 Us Hwy 12	1.25		37.28	Y	28				2	2		\$286.08	1	29.82	\$353.18	
		17 206-1459-00000 United Co-op	520 Ash St	1.25		37.28	Y	16							\$143.04		0.00	\$180.32	
		18 206-0883-00000 United Co-op	404 Potter St	1.25		37.28	Y	4	2		1				\$175.89		0.00	\$213.17	
		35 206-0313-00000 Viking Express Market	935 8Th St	2.5	1	104.37	Y	50	0	13	13		7		\$780.89	2	59.64	\$844.90	
		22 206-3426-21000 Wai-Mart Supercenter #1396	920 Us Hwy 12	2.5	2	134.19	Y			39	39				\$813.93	4	119.28	\$1,067.40	
				22.5	6	849.87	0	164	5	71	71	1	71	10	\$3,991.09	12	357.84	150	\$5,348.80

2015 Weights and Measures Calculation

Device	Inspection No. of Hours	Total Device Hours	% of Hours	Total Cost	Cost Per Device	Summary:
Liquid Measuring Device	0.3	164	49.2	\$1,466.97	\$8.94	Contract
Truck Meters	2	5	10	\$298.17	\$59.63	License
Vehicle Scales	1.5	0	0	\$0.00	#DIV/0!	
Counter Scales, up to 100 lbs.	0.7	71	49.7	\$1,481.88	\$20.87	
Counter Scale, over 100 lbs.	0.7	1	0.7	\$20.87	\$20.87	
Scale, 100-500 lbs	1	0	0	\$0.00	#DIV/0!	
Timing Devices & Other	0.3	81	24.3	\$724.54	\$8.94	\$3,992.43
Scanning Test Hours			22.5	\$670.87		
Package Test Hours			6	\$178.90		
Complaint/Extra Inspection			12	\$357.80		\$849.77
<b>Totals</b>	<b>322</b>	<b>174</b>	<b>1.00</b>	<b>\$5,200.00</b>		<b>\$5,200.00</b>

28.5 \$849.77 \$29.82  
12 357.80 \$29.82  
Unit cost

RESOLUTION NO. 2015 -

Dated: October 13, 2015

**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 Evan Burchett be appointed to the Library Board serving until June 30, 2017.

**Offered by:** Mayor  
**Motion:**  
**Second:**

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

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

RESOLUTION NO. 2015 -

Dated: October 13, 2015

The City of Baraboo, Wisconsin

**Background:** The Council must take action annually declaring City taxpayers exempt from paying county library tax to avoid double taxation of city and county taxes supporting similar services.

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

WHEREAS, the Sauk County Board levied a county library tax.

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provides that such units of government which levy a tax for public library service and appropriate and expend for a library fund as defined by S43.52(1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the City for the current year, may apply for exemption from this tax; and

WHEREAS, the City of Baraboo does levy a library tax in excess of the amount calculated in accordance with 43.64(2)(b).

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

THAT the City of Baraboo be exempted from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for 2015 an amount in excess of that calculated in accordance with 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Baraboo's participation in county library service in all other respects.

**Be it Further Resolved,** that confirmed copies of the Resolution be forwarded by the City Clerk to the Reedsburg Public Library and to the Sauk County Clerk by October 30, 2015.

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

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

The City of Baraboo, Wisconsin

**Background** On August 1, 2015 City Clerk/Finance Director Cheryl Giese disseminated a request for proposal (RFP) for Assessor Services for a three year contract period. This is similar to our recent RFP for Auditor services. Three firms responded to the RFP and a review committee consisting of Ms. Giese, Mayor Palm, Alderman Thurow and the City Administrator reviewed and rated the responses without knowing the related annual and three year cost. 1) Tyler Technology 104.48 points, 2) Accurate Appraisal, 98.25 points and 3) Associated Appraisal, 87.86 points. The ratings were based on qualifications of firm and staff, experience, project approach and public involvement, design process and schedule, job knowledge and references.

The committee then interviewed the top two responders on Oct 5<sup>th</sup>. Based on the interviews the firms were ranked as follows for annual and three years price quotes:

- 1) Tyler Technology, \$33,800, \$34,600, \$35,500/\$103,900
- 2) Accurate Appraisal \$24,500, \$24,500, \$24,500/\$73,500
- 3) Associated Appraisal \$49,900, \$49,000, \$49,000/\$149,700

Tyler Technology's proposal was \$9,300 higher annually than that of the second ranked proposal from Accurate Appraisal. The committee made the recommendation based on a sensitivity toward reliable service, how well Tyler has been prepared for recent Boards of Review and their responsiveness to citizen requests. The most recent successful challenge of the City's assessed value estimates to the Dept of Revenue would not have been possible without the assistance and input from Tyler. That challenge resulted in a \$20 million positive change in the equalized value.

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

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

To accept the proposal from Tyler Technologies for a three year contract for assessor services.

**Offered by:** Finance/Personnel Comm.  
**Motion:**  
**Second:**

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



August 28, 2015

10617 W. Oklahoma Avenue  
Suite U-1  
West Allis, Wisconsin 53227

P: 800.959.6876  
F: 866.658.4258

[www.tylertech.com](http://www.tylertech.com)

Ms. Cheryl Giese, Clerk/Finance Director  
City of Baraboo  
135 Fourth Street  
Baraboo, Wisconsin 53193

**Re: Proposal Request for Property Assessment Services**

Dear Ms. Giese:

We are excited by the prospects of this engagement. We have studied your RFP requirements and offer a solution that we believe you will find uniquely meets your expectations.

**Our Commitment to You**

Tyler's Appraisal and Tax Division, CLT Appraisal Services has been working in Wisconsin for decades providing software and appraisal services to jurisdictions throughout the state including the City of Baraboo. Tyler has designated Stewart Hamel as the assessor for the City. Stewart will be supported by Mark Link, State Manager and Marty Kuehn. They are just three of a full complement of staff that will be dedicated to meeting project requirements in a timely and professional manner in order to meet the City's expectation and needs. We are proposing a solution that we feel meets the requirements of the RFP and also provides an optional solution for the City to have a fully functional, stable assessment software solution.

**Unique Qualifications**

We have decades of experience in assessing in Wisconsin including our experience in Baraboo. This will help to ensure that City residents receive the local knowledge and familiarity they deserve when dealing with assessment issues in your unique community.

**Objectives**

Our objective is to provide the City with professional contract services with the professionalism needed to provide qualitative, defensible values, as well as first class customer service.

**Summary**

We understand the economic pressures that have come into play with most of our clients in today's economic environment. We believe we have constructed an approach which is sensitive to these pressures, yet allows us to be responsive to your needs and to deliver the high quality assessment services you expect from us. We look forward to the opportunity to present our proposal to you or the City Council at your earliest convenience.

Thank you for your consideration. This proposal shall be valid and binding for sixty (60) days following the RFP due date. Mark Link will be Tyler's primary contact for this procurement and can be reached at 414-704-0647 or via email at [Mark.Link@tylertech.com](mailto:Mark.Link@tylertech.com). Tyler's website address is [www.tylertech.com](http://www.tylertech.com).

Sincerely,

A handwritten signature in black ink that reads "Gus Tenhundfeld".

Gus Tenhundfeld  
Inside Sales Manager

## Executive Summary

### Assessor Experience

Currently, we serve as the statutory assessor for the Cities of Franklin, Oak Creek, Baraboo, Beloit, Muskego and Oshkosh, the Villages of Whitefish Bay, Oconomowoc Lake, Chenequa, Menomonee Falls, Greendale and Caledonia, and the Towns of Waukesha and Grand Chute. We also provide annual valuation services to the Cities of Manitowoc and commercial valuation for the City of Sun Prairie. The knowledge gained from working in these diverse jurisdictions has provided us with an excellent understanding of statutory requirements, the appraisal process, and common management practices in an assessor's office.

Establishing business rules and workflow creates an efficient and productive assessor's office. These efficiencies allow us to produce a high quality product and keep our costs competitive.

### Revaluation Experience

Over the last decade, Tyler has appraised over 600,000 parcels of real property in Wisconsin.

### Software Experience

Tyler is the Nation's oldest and largest provider of assessment software. Our experience in Wisconsin and other states gives us unmatched experience in using various types of CAMA (Computer Assisted Mass Appraisal) solutions.

### Why Choose Tyler CLT

Our success is due to experienced local appraisal staff with the knowledge of the Wisconsin Property Assessment Manual (WPAM), state statutes, and USPAP Standards. Long-term stability and resources of Tyler are unmatched in the industry. We have been serving our clients over 75 years and will be there when you need us.

### What your local assessors and clerks have to say about us:

"Tyler Technologies has been the contracted village assessor for the Village of Menomonee Falls since 2005. During that time Tyler Technologies has performed revaluation and annual maintenance duties in a professional and competent manner. They have provided accurate property information necessary for the Board of Review to consider when making their decisions. While doing interior inspections, their staff has been courteous to the property owners in Menomonee Falls. As a result, Tyler Technologies has helped create a process that is fair and equitable for the property owners and the Village. Their professionalism and focus on customer service is appreciated by the Village. The Tyler Technologies' team is a valuable asset to the Village of Menomonee Falls' municipal team."

**Janice Moyer**, Village Clerk *Village of Menomonee Falls, WI*

"The Town of Grand Chute has had a business relationship with Tyler Technologies since our purchase of UNIVERS and Landisc software in support of our revaluation in 2000. In 2005, Tyler was contracted with to provide on-going assessment services for maintenance and revaluations. Their role was expanded in 2012, to include full facilities management of the Assessor's office. Grand Chute and Tyler have built a solid partnership over the years, based on their demonstrated ability to provide us with professional, customer-focused service at a competitive price. They are a valued member of our municipal team!" **Robert Buckingham**, Director of Community Development *Town of Grand Chute, WI*

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## ARTICLES OF AGREEMENT

This Agreement is by and between the City of Baraboo, located in the State of Wisconsin, hereinafter referred to as the "City,"

AND

Tyler Technologies Inc., Appraisal and Tax Division (CLT), a company formed under the laws of the State of Delaware and qualified to do business in the State of Wisconsin, herein after referred to as the "Company,"

### WITNESSETH

**WHEREAS**, the Company has experience in the design, development, and implementation of data processing systems and programs as they relate to mass appraisal techniques; and

**WHEREAS**, the Company has served county and municipal governments in the mass appraisal field for over seventy years; and

**WHEREAS**, the City desires to utilize said services;

**NOW, THEREFORE**, it is hereby agreed that the Company shall provide the professional services contained in Schedule A (Annual Maintenance Services) and Schedule B (Additional Services) during the period of this Agreement as specified in Article 3 below.

**1.0 SERVICES TO BE PROVIDED**

The Company shall provide to the City in a professional and workmanlike manner, all of those services stipulated in Schedule A (Annual Maintenance Services) and Schedule B (Additional Services) and the Company shall be responsible for the scheduling of personnel as categorized in Schedules A and B.

**2.0 CONTRACT DOCUMENTS**

This Agreement and Schedules A and B comprise the contract documents.

**3.0 PERIOD OF AGREEMENT**

This Agreement shall run from execution of the Agreement through December 31, 2018. The Company's time of performance of the Agreement is conditioned upon the performance of the SUPPORT OF ASSESSMENT SERVICES BY THE CITY contained in Schedules A and B and upon the nonoccurrence of an act of God or other cause or causes beyond the Company's control, which materially increase the cost or difficulty of the Company's performance, but occurrence of any such event should not relieve the Company from full performance, but shall entitle the Company to a reasonable extension of the completion date and additional compensation to be negotiated. The City shall provide the Company with all pertinent information including permits, property transfer records, etc., upon request by the Company.

**4.0 COMPENSATION**

Compensation for the Company providing the professional services is contained in Schedule A:

The City shall pay the Company a fee of THIRTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$33,800) for these services for the period of January 1, 2016 through December 31, 2016.

The City shall pay the Company a fee of THIRTY FOUR THOUSAND SIX HUNDRED DOLLARS (\$34,600) for these services for the period of January 1, 2017 through December 31, 2017.

The City shall pay the Company a fee of THIRTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$35,500) for these services for the period of January 1, 2018 through December 31, 2018.

The above fees include the installation of Tyler Technologies' Univers Assessment Software at one (1) workstation at City Hall. Should the City request the installation of the software on five (5) workstations, there will be a one-time license fee of TWELVE HUNDRED DOLLARS (\$1,200).

For Schedules A and B, invoices shall be submitted at the beginning of each month based upon percent of work completed and not upon the whole value of any part of the value of the contract. Payments will be made within thirty (30) days of submittal to the City. Failure of the City to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of the Agreement without liability. The City shall have the right to inspect the progress of the work at any reasonable time, including, without limitation, inspection of data completed by the company.

Additional compensation that may be due the Company as a result of additional services requested by the City in writing that are beyond the scope of services of this Agreement will be invoiced in the month subsequent to the month in which the services were provided. Article 1.0 of Schedule B provides a schedule of the Time and Materials Rates that would apply to services that are beyond the Scope of Services.

#### **5.0 INDEPENDENT CONTRACTOR**

The relationship of the Company to the City shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

#### **6.0 OWNERSHIP OF DATA**

Data collected is the property of the City. Data used by the Company in the services contemplated herein shall remain the property of the City and no use or copying shall be made thereof beyond that listed in this Agreement without the written permission of the City.

#### **7.0 PURPOSE/USE OF APPRAISALS**

The Company by virtue of this Agreement is contracted to provide certain services and recommendations of value to the City, which are intended for exclusive use as recommendation of value for determinations of assessment for ad valorem tax purposes pursuant to the laws of the State of Wisconsin. Any use other than that stated above is not authorized nor intended and is most specifically excluded as an opinion of value used for federally related real estate transactions or other mortgage lending purposes.

## **8.0 INDEMNIFICATION AND INSURANCE**

Except as provided below, the Company agrees to defend and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the City is free from negligence on the part of itself, its employees or agents.

The City agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, brought or recovered against, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, and strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the City to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the governing Compensation Act of Wisconsin, and shall provide the employer's liability insurance in the amount of \$100,000.

At all times relative to the life of this Agreement, the Company shall provide Professional Liability Insurance (errors and omissions) in the amount of at least two (2) million dollars (claims made basis).

Certificates of Insurance shall be supplied to the City by the Company detailing the above coverage upon request. A carrier authorized to do business within the State of Wisconsin

will issue the certificates. The certificates will name the City as an additional insured on the Commercial General Liability policies.

#### **9.0 FORCE MAJEURE**

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay, or breach results from any cause or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflation (ten percent or greater per year) or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

#### **10.0 EMPLOYMENT LAWS**

The Company shall comply with all the applicable provisions of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

#### **11.0 CONFLICT OF INTEREST**

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages,

compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Company in connection with any work contemplated or preformed relative to this Agreement.

#### **12.0 PROJECT PERSONNEL**

All work will be performed by personnel certified by the State of Wisconsin, Department of Revenue. The Company will provide and update the City with a listing of personnel assigned to the Project. All project personnel assigned shall be approved by the City.

During the Period of Agreement (Article 3) and for a period of six months following the project completion date, The City will not solicit for employment or hire any Company employee without the express written consent of the Company.

#### **13.0 SUBCONTRACTS**

The Company agrees not to subcontract any of the work required by this Agreement without the written permission of the City. The Company agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

#### **14.0 ASSIGNMENT OF AGREEMENT**

The Company agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its rights, titles, or interest in this Agreement without the previous consent and written approval of the City.

#### **15.0 GOVERNING LAW**

This Agreement shall be interpreted under the laws of the State of Wisconsin, as it existed and was interpreted on the date of this Agreement. In the event that the laws of the State of Wisconsin changes, so as to create additional work for the Company not provided for in this Agreement, the City shall allow the Company a reasonable extension of the completion date and additional compensation to be negotiated. The methods and procedures used in performance of this Agreement shall comply with Chapter 70 of the Wisconsin State Statutes.

#### **16.0 CONFLICT**

In the case of conflict between the terms of this Agreement and the terms of Schedule A, the terms of this Agreement shall control.

**17.0 ENTIRE AGREEMENT**

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the City.

**18.0 SEVERABILITY**

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.

**19.0 TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination or suspension, the Company shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at the Company's standard or published rates) for all services, software, licenses and/or bonding delivered by the Company up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

**20.0 NOTICES**

All notices required to be sent to the Company shall be sent to the following address:

Mark Link  
Tyler Technologies, Inc., CLT  
10617 Oklahoma Avenue, Suite U-4  
West Allis, WI 53227  
Attention: Mark Link, State Manager

All notices required to be sent to the City shall be sent to the following address:

Ms. Cheryl Giese  
City Clerk/Finance Director  
135 Fourth Street  
Baraboo, WI 53193

IN WITNESS WHEREOF, the parties hereto have set their hand to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF BARABOO, WISCONSIN**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Ms. Cheryl Giese  
City Clerk/Treasurer/Finance Director

\_\_\_\_\_

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

\_\_\_\_\_

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

ATTEST:

**TYLER TECHNOLOGIES, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Troy D. Fryman  
Senior Account Executive

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## **SCHEDULE A - ANNUAL MAINTENANCE SERVICES**

### **1.0 WORK TO BE PERFORMED BY THE COMPANY**

#### **SECTION I. General Provisions**

- A. The Company will perform the municipal assessment services as the statutory assessor of the City of Baraboo, pursuant to Chapter 70 of the Wisconsin Statutes (as amended from time to time) as hereinafter set forth. The Company shall report and be accountable to the City Clerk/Finance Director or his/her designee.
- B. Meeting Hours - The Company will be available to attend, upon the requests of the Clerk/Finance Director, department head meetings or other prescribed meetings not directly related to specific assessment issues, upon reasonable prior notice. Such meeting hours are expected to average, but will not exceed, two (2) hours per month and twenty-four (24) hours per year.
- C. City Staff Supervision - The Company will provide supervisory guidance and training to current and future municipal staff, as directed by the Clerk/Treasurer in the use of assessment related computer programs and in understanding the location and interpretation of assessment property tax information and other material generally utilized by the Company. Such training shall be accomplished within a reasonable time of need and within the Company's regular hours of availability hereunder, during the entire term of this contract.

#### **SECTION II. Assessment Duties**

The prescribed duties of the Company shall include, but not necessarily be limited to, the following:

- A. Maintain the Municipality's assessment roll as required pursuant to Chapter 70 of the Wisconsin Statute, as amended from time to time.
- B. Perform field review as the Company deems necessary on sale properties and properties for which no building permit has been issued.
- C. Change and keep updated property record data and review assessments in 2016, 2017 and 2018 for the following reasons:
  - 1. Annexation

2. Measure, field review, and assess properties under partial construction as of January 1<sup>st</sup> of the previous year, including interior inspections and digital images as required
  3. Measure, field review, and assess new construction or remodeling (as provided for by permits) as of January 1<sup>st</sup> of the current year, with photos and including interior inspections
  4. Measure, field review, and assess miscellaneous permits such as decks, basement remodels, detached buildings, air conditioning, and any other type of permits that affect the assessed value of the property
  5. New (recorded) plats, certified surveys, and other land divisions
  6. Formerly exempt, now assessed parcels
  7. Formerly assessed, now requesting exemption parcels
  8. Buildings destroyed, significantly damaged or removed (as provided for by permits)
  9. Change to higher land use
  10. Change in class or legal description
  11. Agricultural use value assessments as prescribed by state statutes
  12. Parcels with information discovered by the Assessor's office that was not previously on the assessment record
- D. Personal property accounts are to be assessed as per the value reported on the returns filed pursuant to law of property by March 1st of each year as follows:
1. Annually field visit all personal property accounts to discover new accounts and account for businesses that may have closed prior to the assessment year.
  2. Mail forms to all holder of personal property by January 15<sup>th</sup> of each year.
  3. Value reported will be reviewed for uniformity between similar types of property.
  4. Personal property subject to assessment but not reported, shall be field inspected as to physical location and actual operation, then "doomage"

assessed by the Company as described in Chapter 70 of the Wisconsin Statutes.

5. Should the Company become aware of any new assessable property accounts, the appropriate forms shall be mailed and a new personal property identification number shall be created. Should the property owner of such new account fail to file or report within a reasonable time prior to the Board of Review, the Company shall place a doomage assessment on the property as described in Section II Assessment Duties under D.4. from above.
  6. A list of all "doomage" assessments shall be provided to the Clerk/Treasure prior to mailing notices of assessment.
- E. Prepare and maintain the assessment roll and coordinate with the Sauk County Tax Listing Offices to facilitate the transfer of assessment data and values.
  - F. Prepare all forms and reports as may be required by the Company's duties under this Agreement and annually file same with the appropriate units of government, including the Municipal Assessor's Report (MAR), Tax Incremental District Report (TAR), Exempt Computer Report (ECR) and the Annual Assessor's Report (AAR). The Company shall first submit each MAR, TAR and ECR to the Village Clerk/Treasurer for review prior to submitting such reports to the Department of Revenue.
  - G. The Company shall provide on-site Assessor hours one day per month January through June annually.
  - H. The Company shall update mobile home values annually by January 15.
  - I. The Company will maintain property owner lists with current name and address changes. A copy of said files will be kept at City Hall.
  - J. The Company will post assessments into the Wisconsin Department of Revenue's PAD system on sale properties as required by statute. This process replaces what was previously recording assessment information on paper to real estate transfer returns.
  - K. The Company will provide to the Clerk/Treasurer a copy of any changes or adjustments to property values submitted to the Wisconsin Department of Revenue within 15 days of submitting such changes. Such changes would include Tax Increment District changes, omissions from the Tax Roll, Real or Personal

Property Tax change or changes resulting from meetings with residents or business owners during Open Book.

- L. The Company will mail a Notice of Changed Assessment to all property owners and others as required. The Company will be responsible for all costs relating to postage and the mailing of Notices.
- M. The Company will conduct Open Book sessions in accordance with Wisconsin State Statutes. The Company shall prepare a written statement regarding Open Book dates, times and instructions on how to set up an appointment for an Open Book session at least fifteen (15) days prior to the first Open Book session. The intent is to publish this statement in the City newsletter and to issue the statement to the local press for publication prior to Open Book.
- N. The Company will provide a sufficient number of valuation listings as requested by the City to distribute at City Hall during Open Book.
- O. The Company will be responsible for insuring that all procedures are properly completed for the Board of Review proceedings to be begin prior July 15 of each year. The Company will also attend the Board of Review meeting, defending the Company's valuation and work products. The date for the Board of Review shall be no later than July 15 of each year unless extenuating circumstances exist that would require a mutually agreeable date to be selected after this date. The Company will also promptly and adequately follow up and respond to any appeals made at the Board of Review hearings, incorporating assessment modifications as approved.
- P. The Company will also provide a local or toll-free phone number for City officials and residents to contact the Company during regular business hours, Monday through Friday, and shall return calls within forty-eight (48) hours. The Company will attempt to make contact with property owners to arrange appointments for property inspections for records maintenance purposes. The Company shall advise City Hall when they are in the community performing work.
- Q. The Company shall communicate openly and in a timely fashion with the proper City personnel and the public in the handling of all appeals to ensure the Board of Review has all available information to render its decisions. The Company shall present a positive, professional image in both dress and conduct while interfacing with City staff and the public, especially during the appeals process. All company

personnel shall carry proper photo identification to assure the public of their identity and purpose of gaining access to private property.

- R. The Company shall interface with the business and residential community and media to provide greater clarity of the Assessor's role in the property taxation process and communicate assessment scheduling.
- S. The Company will provide digital photographs with comparable properties in preparation for Board of Review meetings so that the Board and the petitioner have evidence of comparability. Additionally the City's assessment computer shall be updated within fourteen (14) days of the final adjournment of the Board of Review.
- T. The Assessment records are public records, which are subject to the provisions of the Wisconsin public records law and are the property of the City. The Company will maintain the assessment records in a format accessible by the public and will promptly and without delay comply with proper open records requests under the Wisconsin Public Records Law. The Company proposes to use its Unifers software which includes the following attributes/abilities:
1. A statistical package that includes descriptive statistics and regression analysis.
  2. Comparative sales report that can be used to support individual assessments with adjustments shown.
  3. Flexible cost and depreciation tables that can be adjusted to capture specific markets.
  4. The ability to electronically export the completed assessment roll to the Sauk County Tax Listing Offices in the format required.
  5. The ability to import "start-up data" from the Sauk County Information Technology offices. This would also be used to set up the City's computerized system, to avoid time/cost consuming initial data entry. Typical imported data would include owners name(s), mailing address, parcel address, legal description, parcel number, etc.
  6. Building permit record keeping.
  7. Sales data can be kept, stored and accessed.

8. Has the ability to create a wide range of reports, including assessment roll, Assessor's final report, etc.
  9. Has the ability to run queries to locate specific data, including square footage database of all structures by assessment classification.
  10. The Company will annually provide the municipality with a copy of the database used, together with file maps and descriptions, and all associated digital photos. This database will become the property of the municipality.
- U. The Company will provide a link on the City website for assessment data look-up within six months of commencing the contract. This look-up data is a virtual property record card that displays all pertinent property characteristics, including but not limited to: age, square feet, exterior construction, recent sale and permit data, a photo and sketch when available.
- V. The Company shall update market values on City owned land and public buildings as is requested by the City, not to exceed four (4) properties per year. Said information obtained shall be used for insurance purposes, depreciation and to establish lease values.
- W. The Company shall provide an update of a PILOT valuation at the request of the City
- X. The Company shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review to the Circuit Court, the Department of Revenue or other agencies that may be available for hearing appeals on assessment matters for up to one (1) year after the ending contract date.
- Y. Any additional services not described in Schedule A will be provided to the City upon written request by the City specifying that additional services are requested at the Time & Materials Rates. Article 1.0 of Schedule B provides a schedule of Time and Materials Rates.

2.0 SUPPORT OF ASSESSMENT SERVICE BY THE CITY

A. Office Assistance

The City will provide limited clerical services to aid the Company. This limited support will include answering routine telephone and walk-in requests for assessment data, providing the Company's toll free number to residents as necessary, scheduling assessment related appointments and provide copies of all building permits and commercial building plans as requested. The Company will be responsible for all other clerical duties, including: all assessment data entry and the cost of mailing all notices.

B. Office Space

The City of shall provide, at no cost to the Company, suitable office space and all necessary accoutrements to allow the Company to perform the functions related to property assessment.

## **SCHEDULE B - ADDITIONAL SERVICES**

### **1.0 ADDITIONAL SERVICES**

Except as may otherwise be mutually agreed to, any additional services not described in Schedule A will be provided to the City upon written request by the City.

### **TIME AND MATERIALS RATES**

Should the City desire a long-term assignment, the Company shall work with the City to determine whether an hourly rate or an amendment to the existing agreement with a revised scope of services is in the best interest of the City.

## Resumes

<b>Name</b>	<b>Stewart Hamel, Senior Commercial Appraiser</b>
<b>Date of Hire</b>	02/12/80
<b>Position Responsibilities</b>	Currently a Commercial Appraiser in Wisconsin defending assessed values through the Board of Review process. Daily activities include; commercial data collection; commercial data entry; commercial review; commercial group leader and valuation analyst. Mr. Hamel is currently serving as the Statutory Assessor in the City of Baraboo and the City of Muskego.
<b>Education</b>	University of South Dakota – 2 years
<b>Technical skills, qualifications or experience</b>	Mr. Hamel is certified as an Assessor 2 in Wisconsin He has successfully completed IAAO courses 1 and 2. He is well versed in the application of the AS400, Unifers, and IasWorld.
<b>Appraisal and Tax Project Experience</b>	For the last 35 years Mr. Hamel has worked for Tyler-CLT participating in all aspects of ad valorem property valuation, of both residential and commercial properties. He has worked in multiple states including Wisconsin, Indiana, Georgia, and Ohio.

<b>Name</b>	<b>Martin A Kuehn, Residential Supervisor, Wisconsin Assessor II</b>
<b>Date of Hire</b>	1986
<b>Position Responsibilities</b>	Currently serving with Tyler as the Statutory Assessor for the City of Oak Creek, Village of Caledonia, Village of Whitefish Bay, Town of Waukesha, and the Town of Grand Chute.
<b>Previous Appraisal and Tax Experience</b>	Entry Level including Data Collector and Group Leader
<b>Education</b>	Course - 101 Fundamentals of Real Property Appraisal – International Association of Assessing Officers (IAAO); Course – 102 Income Approach to Valuation – International Association of Assessing Officers (IAAO); Course – 311 Residential Modeling Concepts – International Association of Assessing Officers (IAAO); Multiple continuing education courses related to Wisconsin Assessor II Certification
<b>Technical skills, qualifications or experience</b>	Analyzed residential cost and market information and established valuation tables and multiple regression-based models. Supervised data conversion and training of Wisconsin Department of Revenue Staff with IPAS. Analyzed commercial cost and income information and established valuation tables. Responsible for annual duties necessary to complete the annual assessment roll. Hold WI Assessor II; Member of WAAO & IAAO
<b>Appraisal and Tax Project Experience</b>	Twenty-seven years working for Tyler Technologies in multiple states. Twenty-one of those years have been in the State of Wisconsin. WI Operations: City of Oak Creek, Village of Caledonia, Village of Whitefish Bay, Town of Waukesha, Town of Grand Chute, City of Franklin, City of Monona, City of Stoughton, City of Neenah, and the City of Baraboo

City of Baraboo, Wisconsin  
Property Assessment Services

<b>Name</b>	<b>Mark A. Link, Senior Project Supervisor</b>
<b>Date of Hire</b>	04/09/1989
<b>Position Responsibilities</b>	Wisconsin State Manager
<b>Education</b>	Fairfield High School Butler County JVS
<b>Previous Work Experience</b>	Entry Level
<b>Technical skills, qualifications or experience</b>	Proficient Market Drive skill level Advanced MS Excel/Word/PowerPoint skill level Expert IAS, Unifers, MAS, and COTT CAMA systems skill level Market Modeling, Project Supervision, Area Management Over 475, 000 parcels in 20 years in WI and OH Project Quality Audits Member of Tyler A&T's National Training Task Force Member of WAAO and IAAO WI Assessor 2 certification IN Level 2 certification

**Background:** In 2013, the City of Baraboo applied for funding through the State of Wisconsin’s Freight Rail Preservation Program (FRPP) for a \$1,000,000 project to reconstruct the Madalon Industrial Park Rail Spur. The FRPP provides 80% funding for approved projects and the City of Baraboo’s application was approved in 2013. Attached to this Resolution is an Agreement between the WDOT and the City of Baraboo for Railroad Rehabilitation and Improvement

On January 28, 2014, the Common Council approved, by Resolution, an Agreement with the WDOT for the Rehabilitation and Improvement of the Madalon Industrial Park Rail Spur.

Bids were solicited on two subsequent occasions and the low bid was \$1,660,459, which exceeded the original project budget. The City requested additional funding for the project and the WDOT has agreed to make additional funds available to complete the project as designed.

This Resolution approves an Amendment to the original Agreement that increased the total project budget to \$1,750,000 and maintains the 80/20 cost share.

This Amendment was discussed with the Public Safety Committee at their September 28<sup>th</sup> meeting and reviewed by the Finance Committee at their October 13<sup>th</sup> meeting and was unanimously recommended that it be favorably considered by the Common Council.

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

**RESOLUTION APPROVING AMENDMENT #1 TO THE AGREEMENT WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR THE REHABILITATION AND IMPROVEMENT OF THE MADALON INDUSTRIAL PARK RAIL SPUR IN THE CITY OF BARABOO**

**WHEREAS**, the reconstruction of the Madalon Industrial Park Rail Spur is scheduled for 2016; and

**WHEREAS**, the City of Baraboo applied for funding through the State of Wisconsin’s Freight Rail Preservation Program, which was subsequently approved;

**WHEREAS**, the State of Wisconsin and the City of Baraboo will share the cost of this project on an 80/20 basis pursuant to the term and conditions of the attached Agreement;

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Baraboo approves the attached Amendment #1 to the Agreement for Railroad Rehabilitation and Improvement dated January 2014 – Project ID #0494-44-08;

**BE IT FURTHER RESOLVED**, that the City Council of the City of Baraboo authorizes the Mayor to execute the attached Agreement.

Dated \_\_\_\_\_

Signed \_\_\_\_\_  
Michael Palm, Mayor

Published \_\_\_\_\_

Attest \_\_\_\_\_  
Cheryl M. Giese, City Clerk

**Offered by:**  
**Motion:**  
**Second:**

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

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

AMENDMENT # 1  
AGREEMENT # 0494-44-08

CITY OF BARABOO  
RAILROAD REHABILITATION AND IMPROVEMENT

BY AND BETWEEN  
CITY OF BARABOO  
AND  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This Amendment # 1 to Agreement No. 0494-44-08, dated January 28, 2014, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between the City of Baraboo (hereinafter called “City”) and the Wisconsin Department of Transportation (“WisDOT”).

WHEREAS, Section 9.4 of the above referenced Agreement provides for amendments of said agreement; and

WHEREAS, it has become necessary to amend the Agreement because of poor soils, higher than expected costs for ties, rail and other materials, and higher than expected contractor bids for drainage work and track construction.

NOW, THEREFORE, BE IT RESOLVED, that the parties agree to amend said agreement as follows:

1. Section 2.1 (c) is hereby deleted and replaced with the following:

(c) The Project Work shall be completed no later than September 30, 2016.

2. Section 2.2 (a) is hereby deleted and replaced with the following:

(a) In consideration of the Project Work performed by City, WisDOT shall: (i) grant, in cash and material, to City an amount equal to 80% of actual allowable rehabilitation costs. The amount to be granted to City for the rehabilitation portion of the Project Work shall in no event exceed one million four hundred thousand dollars (\$1,400,000).

3. Section 2.3 (a) is hereby deleted and replaced with the following:

(a) In consideration of the grant provided by WisDOT, City shall perform or cause to be performed the Project Work set forth in Attachment IV and shall provide an amount, in cash, equal to no less than 20.00% of actual allowable rehabilitation project costs. The amount to be provided by City for the rehabilitation portion of the Project Work identified in Attachment IV is estimated to equal three hundred fifty thousand dollars (\$350,000).

4. Section 3.3 (b & d) are hereby deleted and replaced with the following:

(b) City shall require Project Manager to prevent the use of laborers employed for Project Work for non-Project Work and shall not permit any City employees to charge the project for work performed by City’s employees. Any City employee working during any given day or portion of the day on non-Project Work cannot be charged to the project for any time during that day.

(d) Payment of premiums for overtime work in excess of forty hours per week per person is not an allowable cost of the project eligible for reimbursement unless approved by WisDOT's Project Inspector at least 24 hours in advance of the overtime period.

5. Attachment I, Section 2.0 is hereby deleted and replaced with the following:

Budget Line Items and Funding Sources

(a) Budget Items

Contractor construction	\$1,660,459
Construction contingency	\$4,541
Design engineering	\$40,000
Construction engineering	\$45,000
Total	\$1,750,000

(b) Funding Sources

FRPP Grant

City of Baraboo Match (20%)	\$ 350,000
WisDOT Grant (80%)	\$1,400,000
Total Project Cost	\$1,750,000

6. Attachment II, Section 5.1(a) is hereby deleted and replaced with the following:

5.1 Time for Completion

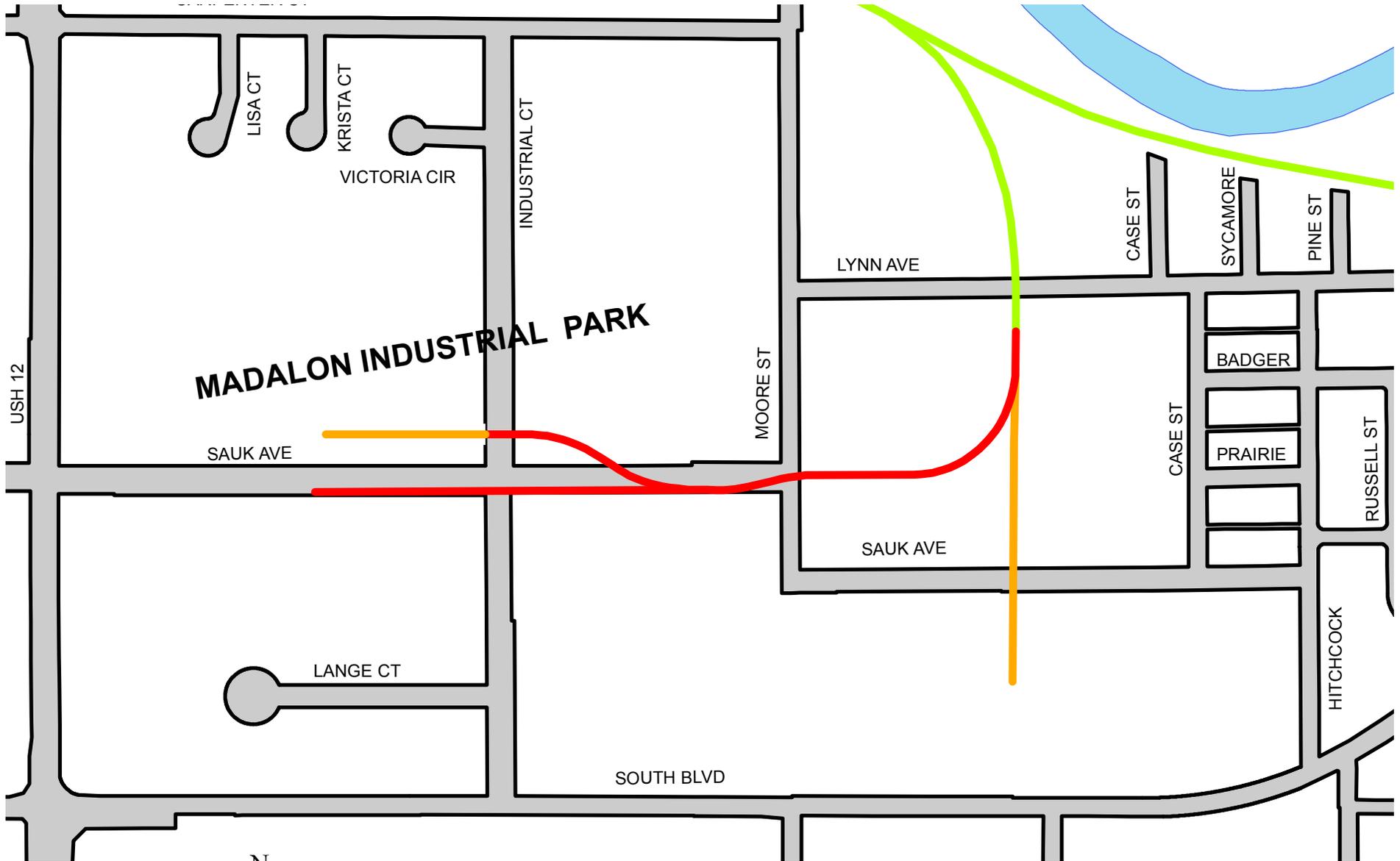
(a) The Project Work is scheduled to start on or about September 15, 2015 and be completed by September 30, 2016.

7. Attachment IV Schedule and Project Location Map (p. IV-2) are hereby deleted and replaced with the following:

**SCHEDULE**

The Project Work will begin on or about September 15, 2015 and be completed by September 30, 2016.

# CITY OF BARABOO MADALON INDUSTRIAL PARK RAILROAD SPUR



SPUR		(CITY)
MAINLINE		(WSOR)
IND, LEAD		(PRIVATE)

All other sections of the Agreement shall remain as written.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and witnessed by their duly authorized officers on the date and year designated in the Preamble to this Agreement.

WITNESS:

THE CITY OF BARABOO

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Palm, Mayor

WITNESS:

WISCONSIN DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_

By: \_\_\_\_\_  
David M. Simon, P.E., Chief  
Railroads and Harbors Section

The City of Baraboo, Wisconsin

**Background:** Bids were received on June 30, 2015 for this year's scheduled Madalon Industrial Park Rail Spur Reconstruction projects. This project is funded in part through the WDOT's Freight Rail Preservation Program and the start of construction is on a tight timeline in order to complete the three rail crossings prior to the start of the South Blvd Reconstruction Project. The following is a tabulation of the bids:

Volkman Railroad Builders, Inc	\$1,660,459.00
Michels Corporation	\$1,928,417.53
Meise Construction, Inc.	\$1,930,912.80
Meyer Contracting, Inc.	\$2,133,807.00

This project was discussed with the Public Safety Committee at their September 28<sup>th</sup> meeting and reviewed by the Finance Committee at their October 13<sup>th</sup> meeting and was unanimously recommended that it be favorably considered by the Common Council.

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

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

That the low bid of Volkman Railroad Builders, Inc in the amount of \$1,660,459.00 is hereby accepted and all other bids are rejected.

**Offered by:**  
**Motion:**  
**Second:**

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

NBO - 1

The City of Baraboo, Wisconsin

**Background:** The Plan Commission recently reviewed the City's Zoning Code as it pertains to regulation of short-term rental homes in single-family residential zoning districts. It was discovered that the current zoning does not regulate this type of use. If the City of Baraboo wants to restrict the use of single-family dwellings as "vacation homes", then the definition of a residential dwelling needs to be modified to include a minimum time period for occupancy.

This topic was discussed at the July 21<sup>st</sup> Plan Commission meeting and again at their September 15<sup>th</sup> meeting. The Commission thought it would be appropriate to regulate this type of use and directed the City Engineer and City Attorney to draft an appropriate amendment to the Zoning Code.

This matter was reviewed by the Plan Commission at their September 15<sup>th</sup> meeting and they unanimously recommended the following change to the Zoning Code.

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

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

1. Section Chapter 17.08 (31) is hereby repealed and recreated to read as follows:

**17.08 DEFINITIONS**

- (31) DWELLING. A detached residential building designed and constructed for human occupancy that satisfies the following minimum requirements: (1733 05/17/94)
- (a) Has a minimum of 864 square feet of habitable floor area.
  - (b) Has a minimum width along any exterior side elevation of 24 feet for the principal building and a minimum internal height of 7.5 feet for more than 50 percent (50%) of the living area.
  - (c) Is firmly fastened to a solid foundation constructed on the site in compliance with Ch. 14 of this Code and the current ~~HR~~ SPS One- and Two-Family Uniform Dwelling Code with the exterior covering material extending to the ground, except that when a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.
  - (d) Is connected to the City sewer and waterworks systems.
  - (e) Is not housing classified as TYPE 1 Manufactured Homes located in a TYPE 1 Manufactured Home Park.
  - (f) Is occupied by the same tenant(s) for a minimum of 30 consecutive days. Short-term tenancies at-will or by the week are prohibited.

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

Mayor's Approval: \_\_\_\_\_

Clerk's Certification: \_\_\_\_\_

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the \_\_\_\_ day of \_\_\_\_\_, 2015, and is recorded on page \_\_\_\_ of volume \_\_\_\_.

City Clerk: \_\_\_\_\_

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	7058859	18 months	10/16/1	0.95%	50,470.78	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	50,470.78
Alma Waite Account	NOW account	820	104502957	Daily		0.49%	61,674.29	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	61,674.29
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	100,000.00	0.00	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	160,000.00	0.00	0.00	0.00	0.00	160,000.00
	Investment Pool	820	856206-3	Daily		0.13%	0.00	0.00	6,762.24	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	6,762.24
	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	0.00	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)		87,260.37	0.00	350,694.62	0.00	120,599.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	558,554.03
Fire Benefit Fund	Investment	900	99	Daily		0.08%	0.00	647.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	647.83
	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	90,336.58	0.00	0.00	0.00	0.00	90,336.58
Fire Equipment fr/Airport	Cert of Deposit	420	27481	24 months	4/25/16	1.00%	0.00	0.00	0.00	50,501.24	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	50,501.24
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	127,512.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	127,512.50
			27348	24 months	3/13/16	1.00%	0.00	0.00	0.00	126,253.13	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	126,253.13
			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	128,144.82	0.00	0.00	0.00	0.00	128,144.82
			54962-24618	36 months	3/16/16	1.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	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	0.00	200,000.00
Friends of the Library	Savings	940	103035891	Daily		0.10%	8,362.04	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	8,362.04
General Cash Account	Checking / NOW	100	1000306/9830	Daily		0.4%	1,027,605.99	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	1,027,605.99
General Fund	Money Market	100	908-640	Daily		0.15%	0.00	0.00	0.00	98,088.41	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	98,088.41
			86190136	Daily		0.17%	0.00	0.00	0.00	515,635.48	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	515,635.48
			163563	Daily		0.15%	0.00	0.00	0.00	0.00	102,570.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102,570.43
			7481010	Daily		0.55%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	631,400.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	631,400.23
			202718610	Daily		0.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	630,896.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	630,896.66
			471582	Daily		0.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	485,369.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	485,369.02
			10080968	Daily		0.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	644,551.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	644,551.18
			525450	Daily		0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	492,381.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	492,381.00
			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	414,224.94	0.00	0.00	0.00	0.00	0.00	414,224.94
			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	77,025.16	0.00	0.00	0.00	0.00	77,025.16
			20032292	Daily		0.60%	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	476,291.65	0.00	0.00	0.00	476,291.65
	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	150,000.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			54962-23358	24 months	10/22/15	0.80%	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
			3838853	36 months	12/12/16	1.15%	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
			27482	24 months	4/25/16	1.00%	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	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	100,000.00	0.00	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	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
			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	150,000.00	0.00	0.00	0.00	150,000.00
	Investment Pool	100	856206-1	Daily		0.13%	0.00	55,438.94	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	0.00	0.00	55,438.94
	Deposit Placeme	100	1047911/11271	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	904,930.91	0.00	0.00	904,930.91
			10090886	Daily		0.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	402,272.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	402,272.90
	Dana Investment	100																						



## Baraboo Police Department Monthly Activity Report August 2015

Calls for Service	Current Month	Current Year to Date	Prior Year to Date	Change	Percentage Change
Burglaries	5	34	25	9	36.00%
Thefts	31	324	291	33	11.34%
Criminal Damage	10	53	58	-5	-8.62%
Assist other agencies	83	558	584	-26	-4.45%
Assists - West Baraboo	1	40	35	5	14.29%
Animal Complaints	39	219	198	21	10.61%
Total of all Calls	903	6,358	6,920	-562	-8.12%

### Traffic Crashes

Total Traffic Crashes	29	200	196	4	2.04%
Persons Killed	0	0	0	0	0.00%
Persons Injured	9	40	33	7	21.21%
Pedestrians Injured	0	0	0	0	0.00%

### Enforcement Activity

Adult Notices of Appearance	92	645	740	-95	-12.84%
Drug Charges	19	85	159	-74	-46.54%
Traffic Citations	563	3097	5,197	-2100	-40.41%
OWI Arrests	5	44	107	-63	-58.88%
Seatbelt Violations	65	308	519	-211	-40.66%
Traffic Warnings	169	1335	2,277	-942	-41.37%
Juvenile Offenses	29	295	272	23	8.46%
Curfew Violations	2	17	24	-7	-29.17%
Underage Alcohol Citations	16	63	62	1	1.61%
Parking Citations	104	1,795	830	965	116.27%

### Fines and Fees

Court Fines	\$3,806.91	\$38,893.74	\$41,066.42	-\$2,172.68	-5.29%
Parking Fines	\$1,526.20	\$31,841.90	\$18,441.29	\$13,400.61	72.67%
Police Department Fees	\$296.53	\$1,673.26	\$522.64	\$1,150.62	220.16%

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

Incident Responses	September	Year to Date	Totals	Year to Date	Percentage Increase/Decrease	
	2015	2014	2014	2015		
Fire, Other	0	4	4	4		
Building Fire	1	7	9	10		
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	1	3	5	5		
Chimney Fire	0	1	2	0		
Vehicle Fire	0	10	10	8		
Wildland Fire	1	5	6	10		
Trash or Rubbish Fire Contained	0	0	0	0		
Outside Rubbish, Trash or Waste Fire	1	0	0	2		
Dumpster or other Trash Receptacle Fire	0	3	3	3		
Outside Storage Fire	0	0	0	0		
Outside Gas or Vapor Combustion Explosion	0	0	0	0		
Medical Assist	4	15	18	16		
Vehicle Crash	7	48	55	48		
Motor vehicle/pedestrian crash	0	0	0	1		
Search for Person on Land	0	1	3	0		
Extrication of Victim(s) from Building/Structure	0	0	0	1		
Extrication from Vehicles	0	1	3	3		
Extrication, Other	0	3	3	1		
Elevator Rescue	0	1	1	0		
Water/Ice Rescue	0	0	1	0		
High Angle Rescue	0	3	4	1		
Hazardous Material	1	12	18	4		
Carbon Monoxide Incident	0	4	4	1		
Hazardous Call, Other	1	22	26	17		
Vehicle Accident - General Cleanup	1	3	4	6		
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	0	3	3	2		
Public Service	0	15	16	6		
Unauthorized Burning	1	5	5	3		
Authorized Burning	0	1	1	1		
Good Intent Call	4	33	37	33		
Dispatched/Cancelled	4	17	22	13		
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	5	27	39	29		
Carbon Monoxide Alarm	1	12	21	10		
Lightning Strike	0	0	0	0		
Severe Weather Standby	0	0	0	0		
Mutual Aid - City	0	6	10	7		
Mutual Aid - Rural	2	3	3	7		
<b>Totals</b>	<b>35</b>	<b>273</b>	<b>341</b>	<b>264</b>		
		<b>-1</b>	<b>-1</b>	<b>-4</b>	<b>-4.62%</b>	
		<b>272</b>	<b>340</b>	<b>260</b>	<b>Exposure Fires Total Incidents</b>	
<b>Incident Responses by Municipality</b>	<b>Total Incidents</b>	<b>Percent</b>				
City of Baraboo	18	51.43%	137	51.89%		
Village of West Baraboo	3	8.57%	29	10.98%		
Town of Baraboo	9	25.71%	61	23.11%		
Town of Fairfield	1	2.86%	14	5.30%		
Town of Greenfield	2	5.71%	7	2.65%		
Town of Sumpter	0	0.00%	1	0.38%		
Mutual Aid - City	0	0.00%	7	2.65%		
Mutual Aid - Rural	2	5.71%	8	3.03%		
<b>Totals</b>	<b>35</b>	<b>54600.00%</b>	<b>264</b>	<b>100.00%</b>		
			<b>-4</b>		<b>Exposure Fires Total Incidents</b>	
			<b>260</b>			

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

<b>Fire Inspections</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec</b>
City of Baraboo	28	54	163	182	176	186	16	64	124			
Village of West Baraboo	107	24	7	5	5	5	37	46	3			
Town of Baraboo	3	0	0	2	0	30	13	2	0			
Town of Fairfield	0	0	0	0	2	6	0	0	0			
Town of Greenfield	0	0	0	0	0	2	4	2	0			
Town of Sumpter	0	0	0	0	0	1	0	0	0			
<b>Totals</b>	<b>138</b>	<b>78</b>	<b>170</b>	<b>189</b>	<b>183</b>	<b>230</b>	<b>70</b>	<b>114</b>	<b>127</b>	<b>0</b>	<b>0</b>	<b>0</b>
								<b>Total Inspections Year to Date</b>				<b>1299</b>

<b>Fire Prevention Education - Current Month</b>	<b>Number of Activities</b>	<b>Number of Adults</b>	<b>Number of Children</b>	<b>Total Participants</b>	
Fire Extinguisher and Fire Safety Training	0	0	0	0	
Fire Safety Presentations	2	4	35	39	
Fire Safety House Training	0	0	0	0	
Other (Open House, Safety Fair, etc.)	0	0	0	0	
<b>Grand Totals</b>	<b>2</b>	<b>4</b>	<b>35</b>	<b>39</b>	
			<b>Total Fire Safety Contacts Year to Date</b>		<b>1733</b>

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

**Members Present:** Petty, Sloan and Thurow

**Absent:** none

**Others Present:** C. Giese, E. Geick, M. Reitz, W. Petersen and others

**Call to Order** –Ald. Petty called the meeting to order at 6:30 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 minutes of September 8, 2015. Motion carried unanimously.

**Accounts Payable** – Moved by Sloan, seconded by Thurow to recommend Council approval of the accounts payable for **\$275,667.97**. Motion carried unanimously.

**Auditor Selection** – Giese explained the procedures used during the auditor proposal reviews and Baker Tilly was the top scoring proposal. Moved by Sloan, seconded by Thurow and carried unanimously to select Baker Tilly to perform the audit for 2015 through 2019.

**Assessor Selection** -- Giese explained the procedures used to score the assessor proposals. Interviews will be held on October 5. Action is anticipated at next meeting.

**Committee Comments:** None.

**Adjournment** – Moved by Thurow, seconded by Sloan and carried to adjourn. Motion carried, meeting adjourned at 6:39 p.m.

Cheryl Giese, Clerk-Finance Director

## Minutes of Plan Commission Meeting September 15, 2015

**Call to Order** – Phil Wedekind called the meeting of the Commission to order at 5:15 PM.

**Roll Call** – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Tom Kolb, and Kate Fitzwilliams. Pat Liston and Jim O'Neill were absent.

Also in attendance were Administrator Geick, and Sean McNevin.

### **Call to Order**

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was stated that Item c regarding vacating the unimproved portion of Lorna Drive should be taken off the agenda. It was moved by Kolb, seconded by Thurow to approve the agenda with Item c. being removed. Motion carried unanimously.
- c. Minutes Approval: It was moved by Kolb, seconded by Franzen to approve the minutes of the August 18, 2015 meeting. Motion carried unanimously.

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

### **New Business**

- a. Review and recommendation concerning proposed amendment to the Zoning Code to include a minimum time or residency in the definitions for a single-family dwelling and a two-family dwelling - After discussion regarding the proposed amendment to the Zoning Code, it was moved by Thurow, seconded by Kolb to recommend the proposed amendment to include a minimum time or residency in the definitions for a single-family dwelling and a two-family dwelling. On roll call vote for the motion, Ayes – Wedekind, Thurow, Kolb. Nay – Franzen, and Fitzwilliams, the motion carried 3-2.
- b. Review and recommendation concerning two proposed Special Exceptions to the Sign Code pertaining to off-premise advertising at the Baraboo School District's outdoor sporting stadiums and outdoor athletic facilities –Sean McNevin presented the School District proposal to the Council. McNevin thanks Administrator Geick for bringing the non-compliance to their attention and provided an avenue for a solution to them. He said that it is this type of collaboration between the School and the City that works well. He said that the main goal is making sure that all students are career and college ready. He said that they have partnerships with Flambeau, Teel, St. Clare, Baraboo Awning, Synergy, MSA, BDAS, Mayor Palm, which was a big part of their strategic planning process, the Boys and Girls Club, they provide transportation and high-speed internet, Alderman Petty spoke to them about the value of social workers in school, and it is this type of collaboration that gets them excited, because that is the kind of impact that it has on the curriculum and in the classroom. McNevin said that about four or five years ago the School Board and WIAA said that the track was in terrible conditions and event couldn't be held there; therefore, between the budget, fund balance, and community members, they stepped up and spent approximately \$900,000 which gave the School District a nine lane track instead of eight, a bigger soccer field, drainage, crowing, entrance, ticket booth, and a new score board, all that was wanted, but the community wanted the second set of bleachers and wanted the old bleachers enclosed so that it felt more like a stadium, but the School Board said that they were done. He said that with that there was about \$400,000 worth of project left and the fundraising group had about \$100,000 left and they said that they wanted to put the concrete down that would go under the bleachers. The School Board didn't feel that they should pour concrete when they didn't have the other \$300,000 raised, but it was their money and they wanted to prove their commitment to the program. He said that they wanted to show progress to everyone that donated money, and this is when the marketing class got involved and asked what they could do to help with the projects that were not finished. He said that obviously the naming rights of the field came up and Flambeau Field was born, a few community sponsors come forward and they were able to raise \$200,000 in two weeks and this is why they totally blew by the consideration of whether they were violating a City Ordinance, which includes himself and he was part of the City Council when the Sign Ordinance was approved. He said that the only thing that the District wishes for, other than the Commission's support of amendment is a consideration of one from the amendment that gives them a glimmer of hope as a School District. He said that inside the language of the Special Exemption, the last sentence of the first paragraph states that after these respective dates, meaning the five years on the upper signs, and the 15 year commitment made with Flambeau, all non-conforming and prohibitive signs shall be removed. He said that to him this seems pretty final, such as cease and assist at that point, but they are looking for a glimmer of hope because it was so successful and so well received, they are inquiring if the Commission would be willing to deliberate and consider adding a clause that states that after those dates that a conditional use permit is required for the continuation of those and failure to obtain a conditional use permit would require those signs to come down, that way the control stays with the Commission, and failure to apply for the CUP would also be a reason for the signage to come down. Wedekind asked who will be doing maintenance on these signs and McNevin answered that the School District is committed the fabric and maintenance of that. Kolb said that overall he likes the looks of it and felt the Flambeau Field was clever; he was disappointed that all the advertisement went on the top of it; however, he understood why it was done. Kolb said that he was thinking if the five years were done, the School District would perhaps be looking at putting the advertising on the inside rather than the outside, where it isn't quite as intrusive. McNevin felt that this would be the appropriate response if they were allowed to come back in five years. Fitzwilliams said that she likes them on top; it shows

that the community is involved with the District, and she is proud that they raised that much money; however, she is in the business of raising money, and the business of marking places that support the school and the field. Franzen felt that the naming of the field and having it on the bleachers and T-Birds is totally acceptable, he doesn't feel that this is signage; however, when names are run across the top is billboard advertising. He said that he wished that they had followed Park and Rec's lead on sponsorship, not calling advertising, but recognizing the sponsors, and by that Don-Rick is a large supporter of sports; however, they did not allow him to put up his logo. Kolb moved to adopt the changes as stated in the proposed amendment, Thurow seconded the motion. On roll call for the motion, Ayes – Thurow, Franzen, Kolb, Fitzwilliams, Wedekind. Nay – 0, and the motion carried.

- c. Review and recommendation concerning request to vacate the unimproved portion of the Crestview Drive (formerly Lorna Drive) right-of-way north of 2<sup>nd</sup> Street– Removed from the agenda.

**Adjournment** - It was moved by Franzen and seconded Fitzwilliams to adjourn at 5:40 p.m. The motion carried unanimously.

Phil Wedekind,  
Mayor Designee

**BARABOO BUSINESS IMPROVEMENT DISTRICT (BID)  
BOARD OF DIRECTOR'S MEETING**

**September 16, 2015**

**Members Present:** S. Kessenich, D. Cowan, S. Fay, B. Stelling, T. Wickus, N. Bacher, L. Steffes

**Members Absent:** F. Kruse

**Others**

**Call to Order:** Sandy Kessenich presided over the meeting, called it to order at 5:52P.M., and noted compliance with the Open Meeting Law.

**Meeting Minutes:**

Moved by Cowan, seconded by Wickus, and unanimously carried to approve the minutes of July 15, 2015.

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

**Reports:**

Appearances:

Vandalism – Hanging baskets in front of Wells Fargo and at Library were destroyed. Mural also was vandalized.

County approved lighting trees on courthouse lawn.

Promotions:

\$800 toward WI Public Radio Ad and \$3,000 toward digital marketing this year.

**New Business:**

1. Vouchers –	Display Sales – Banner	\$ 953.00
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<b>TOTAL:</b>	<b>\$ 953.00</b>
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Moved by Wickus, seconded by Fay and unanimously carried to approve the vouchers.

**Budget:**

\$47,900 total budget for 2016, which is the same total as 2015

2016 Budget Attached

Moved to approve 2016 budget by Wickus, seconded by Stelling and unanimously carried to approve.

Steffes moved to send thank you and gift cards to community members who volunteered to beautify parking lots – two \$25 cards from Coffee Bean, seconded by Stelling and unanimously carried to approve.

**Next Meeting:** Wednesday, October 21, 2015 at 5:45 p.m., Room 11, Civic Center.

**Adjournment:** Moved by Wickus, seconded by Cowan, and unanimously carried to adjourn at 5:37 PM.

Respectfully submitted,  
Nicole Bacher

**BARABOO BUSINESS IMPROVEMENT DISTRICT (BID)  
BUSINESS DEVELOPMENT MEETING MINUTES**

**September 29, 2015**

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**Members Present:** S. Kessenich, N. Bacher, D. Thurow, L. Steffes

**Member Absent:**

**CALL TO ORDER:** Chairperson Kessenich presided over the meeting, calling it to order at 9:30AM Kessenich noted compliance with the Open Meeting Law and noted that a quorum was present.

**AGENDA ADOPTION:** Moved by Bacher, seconded by Thurow, and unanimously carried to approve the agenda as published.

**NEW BUSINESS:**

1. Create plan to support moving remaining \$1450.00 2015 budget to 2016 budget.
2. Review proposal from Steph Shanks Promotions -
  - a. Approved proposal pending Syllabus approval
  - b. Workshop to start 10.14.15 open to all BID Businesses
3. Create quarterly Business development workshops in the evening with possibly round table discussions. Official announcement for Historical District designation.

**ADJOURNMENT:** Moved by Kessenich, seconded by Bacher, and unanimously carried to adjourn at 10:38AM.

Respectfully submitted,

Lacey Steffes, Chairperson

# **Baraboo Economic Development Commission**

## **Meeting Minutes**

### **August 6, 2015**

**I. Call to Meeting to Order and Note Compliance with Open Meeting Law**

Chairperson Greg Wise called the meeting to order at 6:00 PM in Room 118 in the Rodems Room, University of Wisconsin-Baraboo/Sauk County, 1006 Connie Road, Baraboo, WI 53913. The meeting was properly noticed in compliance with Wisconsin State Statues.

**II. Roll Call & Approve Agenda**

Present: Wise, Umhoefer, Alt, Bowers, Palm, Taylor

Absent: Ayar, Burgi, Huffaker, Stauffacher

Other: Ed Geick, Carolyn Wastlund, Kari Olson, Rhonda Siebecker, Tracy White, Patrick Cannon

**III. Approve Minutes**

Motion: To approve the minutes as presented for July 9, 2015

Alt (1); Bowers (2)

Aye: All via voice vote

Nay: None

**IV. Public Comment**

None

**V. Review and Discussion: Economic Development Partners**

**Dr. Tracy White, CEO/Dean University of Wisconsin Baraboo/Sauk County**

Dr. White gave a brief overview of the campus activities and highlighted the new science facility. The building is scheduled to be open in the early fall of 2015.

One of the new programs presented by Dr. White was the Bachelor of Applied Arts and Sciences (BAAS) degree. This is a bachelorette degree now being offered at the Baraboo/Sauk County campus. Students are required to not only complete their classroom instruction, but are also required to have an internship and service learning as part of the curriculum.

As part of the University's long term plan, they would like to open partnerships with local businesses to help place students and to provide a quality workforce.

**VI. Old Business**

**A. Update on Development Activities**

City Administrator Ed Geick gave an update on the following items:

The City has several inquiries going on at this time. Staff met earlier in the day to review the items and move the projects forward.

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**B. Update on the Plan Commission and Council**

Mayor Palm indicated that Mr. W. R. Sauey has invited BEDC to tour their facility. A tentative date of September 3, 2015 at 5:30 has been set. Confirmation of the date and time will follow.

The City is in the beginning stages of the 2016 budget. The timing of the Economic Development Plan being considered by BEDC is very timely.

**C. Updates from economic development partners and collaborators**

Ms. Wastlund indicated that the CDA is starting to work on its 2016 budget. In addition, the exterior work at Donahue Terrace and the work on the house on Second Ave. are being to take place.

Library Director Meg Allen indicated that they had an opportunity to use an Intern from the University this year. They were very pleased with the intern and the program.

Ms. Kari Olson representing SCDC gave an update how SCDC is looking to refocus their activities over the next few years. She also indicated that they are working on their Fall Leadership forum.

**VII. New Business**

**A. Update on Economic Development Plan:**

Chairperson Wise gave an update on the Economic Development Plan. He indicated that the draft is now ready to be presented to outside groups to solicit their input and thoughts. He indicated that the next steps will be to hold a series of public discussion meetings. The dates and times have not been established.

Once these meetings have been held, the Plan will also be presented to the CDA and Plan Commission for their feedback and then to the City Council for their consideration and approval. The plan will also be presented to the Village of West Baraboo.

As part of the plan, an outline on the implementation of the plan was also presented. The Chair indicated that the current City funding and staffing levels are not sufficient for the plan to be implemented successfully.

After discussion of several key items, the Commission indicated that they would like to move forward with the plan and hold the series of meetings. If there are no major concerns or changes to the plan, the Commission indicated it should be then sent to the CDA, the Plan Commission, City Council and Village of West Baraboo. It would not need to be presented again to BEDC.

Motion: To approve the draft plan and move forward with a series of public meetings to discuss the plan. Barring any major changes to the plan document, it is to then be presented to the CDA, the Plan Commission, the City Council and the Village of West Baraboo for their consideration.

Umhoefer (1); Alt (2)

Aye: All via voice vote

Nay: None

**B. Update on Partner Presentation Schedule**

As previously indicated, the September BEDC meeting will be held at the Flambeau Building. Mr. W. R. Sauey will be hosting and giving a tour of the facility. There will be no other business that evening due to the tour.

The Commission would also like to extend an invitation to the City Council, Village of West Baraboo and the CDA to attend the tour.

For October's meeting, Mr. Nick Dornaski will be the guest speaker. Dr. Ayar will serve as the BEDC contact person for this meeting.

**Commissioner and City Staff comments**

Mr. Bowers indicated that the park in West Baraboo is being completed. It will feature a handicapped access point for kayaks.

**VIII. Adjournment**

A motion was made to adjourn the meeting at 7:08 PM.

\_\_\_\_\_ (1); \_\_\_\_\_ (2)

Aye: All via voice vote

Nay: None

Greg Wise  
Chairperson

Patrick Cannon  
Recorder

Baraboo Economic Development Corporation  
Speaker/Presenters Schedule

<u>Month</u>	<u>Topic</u>	<u>Presenter</u>	<u>BEDC Member</u>
September	Tour of Flambeau	W.R. Sauvey	Mayor Palm
October	Why Baraboo?	Nick Dornaski	Musa Ayar
November	SCORE	John Wiese	Mayor Palm

## Minutes of the Public Safety Committee Meeting – September 28, 2015

**Members Present:** Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Mayor Palm, Chief Stieve, Engineer Pinion, Bob Koss, Wade Peterson, and Kris Jackson.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 3:30 P.M. at the City Service Building, 450 Roundhouse Court, Baraboo, Wisconsin. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted and by voice vote, the motion carried. It was moved by Kolb, seconded by Plautz to approve the minutes of the August 3, 2015 meeting. By voice vote the motion carried.

### New Business

- a. Review and Discuss 2016 Public Works/Engineering Capital Budget Requests – Engineer Pinion said that the preliminary budget presentation was held, but until we get the total operating and capital in he has no idea where things will lie. He said in looking at the remnants from the last five-year program that was put together, along with the PACER ratings on the street, there is a list of streets that would be prospective candidates for reconstruction, which is estimated to be \$1.15 million in terms of the total estimated costs. He said that these are in no particular order in the list, and he said that there is a chance that they could all be funded; however, if they don't he would like some direction from the Committee as what order the streets should be done in. He said that given the magnitude of the perspective street construction projects, he has no proposed stand-alone sidewalk projects included in the budget at this point; however, the Committee could direct him to do so. He said a couple other projects to note is STH 123, which is Parkway, part of the State Jurisdictional Transfer. The State agreed to mill the pavement and repave it. He said that he will give it about a 40% chance that it will get done in 2016. He said the State didn't get to borrow as much for transportation projects as they hoped, so now they are deciding which projects can be moved back and which ones need to come forward. He said that this project was originally set for 2016, the State bumped it to 2017 and last week they said that there is a chance that could let it in July, 2016, and possibly do it in September, 2016. Pinion said regardless, the City shares approximately \$79,000, which is something that is budgeted through the Jurisdictional Transfer Agreement that the City signed and committed to with the State. Kolb asked why the City didn't just postpone the project ourselves until 2017. Pinion said that it is a State project and the City doesn't really have the ability. Kolb said that the money that the City has to kick in comes out of this budget and he sees some City streets that need to be fixed first. Pinion said that whether it is this year or next, and if the Committee is emphatic about doing that, he will let the State know, and they would likely honor that. Kolb feels that STH 123 is good compared to the streets in the City. Mayor Palm said that in looking at the Capital Plan, we always have \$1,000,000 in for 2016 for 8<sup>th</sup> Street, there is a TIGER application in, which if funded is 80%, he said what Pinion is saying, we could take that \$1,000,000 that is available as debt for 2016 and instead of doing 8<sup>th</sup> Street fix, which would throw \$1,000,000 away in a couple years, do all these other streets instead. Kolb asked Pinion if that is what he was suggesting. Pinion said that he put together the budget for the estimate for these streets that are in the most need, and coincidentally, it is approximately the same amount of money. He said 8<sup>th</sup> Street is, according to the DOT, the first project on the list to be added to the 6-year program, the year 2016-2021. Discussion then took place in prioritizing the streets. Pinion said that Moore Street is a 500' stretch by the tower. Kolb felt that if anything was done on Moore Street, sidewalks should be included. Pinion said that there are no sidewalks from South Blvd. to the Water Tower, and the other unique feature of this 500' stretch that is in the worse shape is its Town of Baraboo on one side and City on the other. He said that he has reached out to the Town to talk about cost sharing these prospective projects and he has not heard anything from to date. Koss said that looking at sidewalks, that are all open ditch that runs down the hill, and there is no curb and gutter south of the hill. The Mayor asked Pinion what would happen if the City only did half of the road. It was stated that it would put pressure on the Town. Kolb said that he would like to see two lanes coming out on South Blvd. and one lane going in. Pinion said that it isn't marked that way, but it is wide enough to do that. Monroe Street was then discussed. Pinion said that the curb is tipped back; therefore the street could be milled and re-profiled and paved. He did say because Monroe is not a full reconstruction, he doesn't have sidewalks programmed. Have further discussion the priority list is as follows: 1. Barker Street – 8<sup>th</sup> to 10<sup>th</sup> Street; 2. 3<sup>rd</sup> Street – Washington to Jefferson; 3. 4<sup>th</sup> Street – Ash to East Street; 4. Martiny Court – 12<sup>th</sup> Street north (475'); 5. Moore Street – Water Tower south (500'); 6. Washington Avenue – 2<sup>nd</sup> to 3<sup>rd</sup> Street; 7. Washington Avenue – 3<sup>rd</sup> to 4<sup>th</sup> Street; 8. Monroe Street – East St. to Oak St.; 9. Tuttle Street – Intersection @ 15<sup>th</sup> Street; and 10. East Street – Water Street south to Alley. Lake Street was then discussed and Pinion said that this street didn't make the list because that project alone would be \$1,000,000. He said to do that street correctly; it should be done from Walnut all the way to the end. Pinion said that if the Committee felt that Lake Street needed to be done before the others he could put a cost estimate together. Mayor Palm said that if that were done, half the streets on the list would not be done. Pinion said the other perspective candidates for streets that are in less than fair shape are, Island Court, Mill Race Drive, Lake Street was talked about, Draper Street, from Madison to Bascom Hill, 3<sup>rd</sup> Avenue – West to Center, 4<sup>th</sup> Street from Washington to Jefferson; the list goes on and on. Pinion said that Madalon Industrial Park is the other capital component in the Public Works; this is a TIF project so it doesn't affect our capital. This project is through the Freight Rail Preservation Program, which is an 80/20 funding. He said that in the future there is the Moore Street bridge project, 8<sup>th</sup> Street, this Public Safety Building, and Koss has proposed to replace the two overhead doors in the main equipment bay. Pinion said the Operating cost is within our preliminary goals. Pinion asked the Committee if they really wanted him to ask the DOT to postpone Parkway until 2017 for convenience sake, and it was the consensus of the Committee to do so.
- b. Review and Discuss 2016 Utilities Capital Budget Requests – Peterson said that depending on what streets are funded he will look at what utility work would be done to go along with that, some are minor, some are major, so he will take the prioritized list and incorporate it into his budget. Pinion said that the water main contributions and sewer contributions for each of those roads included in the breakdown. Peterson said that the two projects that are not affiliated with the streets projects are Water Street water main, and Highway W. He said when the road is cut that road next year; the water and sewer will have to be moved from the north side of W to the south side. Pinion said that this would be extending it so service can be provided west of the bypass. It was said that the universal pipe that has been problems in Water Street is the same exact material on the 4<sup>th</sup> Street project; therefore there is a significant watermain contribution on 4<sup>th</sup> Street, because we are looking to replace the universal pipe before it starts having problems. Pinion said that the difference between Water Street and 4<sup>th</sup> Street is that the ground water fluctuates on Water Street, which helps speed up the corrosion. Wedekind asked about College. Pinion said that we don't have to budget for, the Utility pays for that, it is an operating cost. The cause of that was the water main break last winter, we will try to do that this year; however, worse cause will letting it settle over the winter again this year and pave it right away next year. Peterson said that this is part of their O&M because it was caused by the break so it is not considered a capital project. Pinion said that if it has to be done in 2015 there is money in Water Utility to do that. Peterson said that ideally for him, it would look better if he could do the repair in 2016.
- c. Discuss opportunities to help finance annual street improvements – Peterson said that this is an article that Administrator Geick found and wanted to run it by the Committee to get their thoughts. Mayor Palm said up until this year there were three communities that had it, and now there are several others looking at this, and the reason is the same as why the City is looking at it. He said that we no longer get funding from the State, so where are we going to get the money. He said that the wheel tax would not count against levy numbers, and that is why it is attractive for municipalities to look at. He said

that it is kind of unfair because it falls to the people that own vehicles that are kept in the City. Kolb said that he knows the City needs additional revenue to maintain our streets; however, he doesn't like the wheel tax, and the reason is because he doesn't like the fact that 10% of it goes to State and he never trusts this legislature in terms of whether that formula will change over time. Pinion said that 1% goes to the State, not 10%. Pinion said that there are now ten communities in Wisconsin using it. The fee would be added to the registration fee of the vehicle. Pinion said that Janesville has been using this for years and they are doubling the fee, and for them it generates \$500,000 per year. Kolb asked if there was any idea of how much money this would generate. Pinion said that Baraboo is about ¼ of the size of Janesville, so he is optimistically saying about \$100,000, which equates to about one block of road. Kolb felt that this should be placed into the Newscape with the pros and cons and get citizen input.

- d. Review and Approval monthly Billing Adjustments/Credits for Sewer and Water Customers – Kolb moved, Plautz seconded to approve monthly billing adjustment/credits as presented. By voice vote the motion carried.

### **Reports**

- a. Utility Superintendent's Report – Peterson said he was finishing up the budget that will be presented this upcoming Friday. He said he received notice for the PSC that the 3% rate increase for the water was approved, so that will take effect January 1<sup>st</sup> and people will see it on their bill the 1<sup>st</sup> of April. He said that on the sanitary sewer side now that the street numbers can be plugged in, he is looking at about a 2% increase in the sanitary sewer rates, there was no increase for 2015. They will be starting to haul bio-solids out next week. He said that Dennis Steinke, Water Foreman retires next week, and the new foreman was hired internally; therefore, an operator's position has been posted.
- b. Street Superintendent's Report – Koss said that three alleys are set and ready to go, they will be paved on Wednesday, and so after that all the alleys will be done, except for some backfilling around the asphalt. He said that it was a good year for catch basin and manholes. He said that they have some items to do Parks; the walking trail around Northeast Park, once that is finished leaf pickup will begin and then winter.
- c. Police Chief's Report – Not present
- d. Fire Chief's Report – He said that five firefighters have been hired, one being a cadet for the department last year and is now in Firefighter I at Lodi, three are in entry level in Baraboo and the other is a cadet and came through with the schooling already and just has to finish his Firefighter I exam. He said one probationary firefighter quit, so the roster is at 42, with the cadet. He said that two acting lieutenants were appointment last week. He said as far as budget, he did do a wage increase for officer, added some wages for training and maintenance items. The Assistant Chief's training position will hopefully be filled by the end of the year. He said that also in the budget, there is a little money in there for some of the training that is required for the new position descriptions. He said that the capital budget is about \$240,000 every year that is asked for apparatus replacement and SCBA replacement.

**ADJOURNMENT** – Kolb moved, Plautz seconded to adjourn the meeting at 4:38 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

Minutes of the Baraboo Community Development Authority  
Meeting with representative from HUD  
Wednesday, June 10, 2015

On Wednesday, June 10, 2015 members of the Baraboo Community Development Authority and staff meet with representatives from the US Department of Housing and Urban Development (HUD) to discuss the HUD funded housing projects in Baraboo.

No formal meeting was held. However, a public notice was issued and posted in compliance with State Statutes informing the public of the meeting and the topic. A majority of Board members did not appear for the meeting.

The discussion was held regarding several areas of concern:

1. Vacancy Rates – HUD noted that the vacancy rates for Corson Square were high and therefore, the CDA did not receive the maximum amount of points allowed under these criteria. The group discussed various methods of marketing and reclassification of units in order to bolster this rating.
2. Application – HUD pointed out several adjustments that needed to be made to the application form for the CDA. As the laws have changed over the years, various items previously required on the application are no longer permissible.
3. Right sizing of units – HUD explained the process of determining the appropriate sized unit for an applicant. They also discussed the proper use of a waiting list for applicants and how the applicant should be placed on the list.

Recorded by:

Patrick Cannon  
Executive Director  
Baraboo CDA

BID Appearances Minutes: Open Meeting on September 10, 2015 began at 5:45pm at Bekah Kate's. Member's present: Bekah, Nicole and Sarah.

Approved Minutes of September, 16, 2014, Motioned by Sarah, 2<sup>nd</sup> by Nicole.

Approved agenda Sarah, 2<sup>nd</sup> by Nicole.

1. Gatehouse Gardens:
  - a. Gatehouse is projecting a 10% increase in the overall proposals for next year because 4 baskets will need to be replaced due to vandalism.
  - b. Discussed the possibility of not doing containers or hanging pots for spring/summer. May do simpler downtown decorations as the cornstalks are very labor intensive and up for such a short time. Will do them this year, but omitting the bows. Next year may just decorate containers.
2. Light poles Downtown for the Holidays:
  - a. Discussed using \$1500 of this budget this year to light up the tree trunks on the courthouse lawn pending approval from the county. Will still spend \$1000 decorating light poles in some manner.
  - b. Discussed possibly lighting only 20 poles instead of 40.
3. 2015 Project Review:
  - a. Bike Racks – Committee happy with them.
  - b. Farmer's Market Banners – New banners will go up this fall yet on Oak Street.
4. Review 2016 Plans:
  - a. Holiday lighting downtown – will plan to budget \$2600 for a possible skyline banner across street for next year.
  - b. Cigarette disposal – will work with the city to create an ordinance to pick up cigarette butts outside their businesses.
  - c. Extra garbage cans – will do in 2016 if there is room the budget. We would like to have another garbage with recycling on Oak Street between 2<sup>nd</sup> and 3<sup>rd</sup>.
  - d. More Bike Racks – possible future project in 2017.
5. Nanny Park:

Review Mural Project – last piece of the mural will be the acknowledgement of donors and artists to be created by Supreme Awards.
6. Other projects BID may be interested in:

Discuss BPAA Murals – All pleased with project! Ceremony to unveil the mural on Saturday, October 17<sup>th</sup> at 4PM.

Budget for 2016 final plan, Motioned by Sarah, 2<sup>nd</sup> by Nicole.

Hanging flowers:	\$6600
Winter containers:	875
Spring containers:	750
Summer containers:	775
Cornstalks/Fall Décor:	500
Winter Light Pole Décor:	2500
Flags:	300
Install Labor:	1000
Other:	<u>3700</u>
<b>Budget Total remains at</b>	<b>\$17,000</b>

Motion to adjourn meeting made by Bekah, 2<sup>nd</sup> by Sarah. Meeting ended at 7:05pm

Minutes respectfully submitted by Bekah Stelling.

**BARABOO BUSINESS IMPROVEMENT DISTRICT (BID)**

**Promotions/Personnel Committee Meeting**

**September 4, 2015**

**Members Present:** T. Wickus, L. Steffes, B. Stelling, S. Fay

**Member Absent:**

**Call to Order:** Chairman Wickus presided over the meeting, called it to order at 8:33 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 15, 2014 meeting.

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

**New Business:**

As of September, 2015 BID Promotions has a balance of \$3,800.00 in unspent funds. Motion by Steffes, seconded by Stelling and unanimously carried to use \$3,000 for Digital marketing and \$800 for WPR ad campaign.

Motion by Fay, seconded by Steffes and unanimously carried to approve the 2016 budget.

Downtown Christmas Light Parade	\$ 2,500
Downtown Holiday Advertising	2,000
Circus Celebration Downtown	1,500
Facebook Administration	1,200
Sunday Market	1,000
Devil's Lake Visitor Guide	1,200
Farmer's Market	700
Image Advertising Campaign	10,400

**TOTAL: \$20,500.00**

**Adjournment:** Moved by Steffes, seconded by Fay, and unanimously carried to adjourn at 9:15 A.M.

Respectfully submitted,

Todd Wickus  
Promotions Chairperson