

AGENDA
CITY OF BARABOO COMMON COUNCIL
Council Chambers, 135 4th Street, Baraboo, Wisconsin
Tuesday, November 10, 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): October 27, 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 - The Mayor will

- read a Proclamation for Diabetes
- present a Baraboo Gem Award to Aural Umhoefer.

CONSENT AGENDA (roll call)

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

CA-2...Approve Site Maintenance Agreement with Baraboo Dells Flight Center at the Airport for 2016.

CA-3...Approval Mayoral appointment of Nancy Machtan to Community Development Authority until November 14, 2018.

NEW BUSINESS RESOLUTIONS

NBR-1...Approve Addendum to Fire Protection Services Agreement to change the fire inspection method of chargebacks to affected communities.

NBR-2...Approve property insurance coverage for 2016 with Don-Rick Insurance Agency in the amount of \$71,349 dollars.

NBR-3...Approve Loan Application for Baraboo Housing Authority with the State Trust Fund Loan Program in the amount of \$160,000.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

Report from Baraboo District Ambulance Service Representative.

REPORTS, PETITIONS, AND CORRESPONDENCE - The City acknowledges receipt and distribution of the following:

Minutes from the Following Meetings -

Copies of these meeting minutes are included in your packet:

Finance	10-27-15	BEDC	10-1-15
Baraboo Public Arts Comt.	9-24-15	Plan	10-20-15

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

BDAS & Ad Hoc	8-26-15	SCDC	9-21-15
Police & Fire Comm.	9-21-15	Parks Arboretum Sub-Comt	9-14-15
Emergency Management	10-22-15	Plan Commission	10-20-15
CDA	10-6-15	CDA Finance Comt.	10-6-15
BID	10-21-15		

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.

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 Thanksgiving Day-Offices Closed	27 Thanksgiving Holiday Offices Closed	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 11/06/2015

Council Chambers, Municipal Building, Baraboo, Wisconsin

Tuesday, October 27, 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 Kolb, seconded by Wedekind and carried to approve the minutes of October 13, 2015.

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

Compliance with the Open Meeting Law was noted.

PUBLIC INVITED TO SPEAK –Diane Pillsbury, Executive Director of Baraboo Area Senior Citizens Organization addressed the Council concerning the proposed rent for 2016. They are a small non-profit organization and other senior centers are provided buildings that were given to them in some way. They charge about \$25 per year for membership dues and while the local Director is paid about \$11 per hour, others are paid \$23 per hour. They are among the smallest of the Senior Centers and are very grateful for what they have, but would like to see the rent waived. They are projected to show a net profit this year of \$2900. For next year the rent requested is \$50 per month which represents 1/3 of the reduced rent offered by the Park Commission (15% of full rent).

Doug Ament, resident on 2nd Avenue, discussed an ordinance concerning a short term lease in residential areas that appears on our agenda. He spoke against the ordinance because he rents his home on a temporary basis inviting guests to stay there because they are within walking distance of the downtown. His family relies on the money received in rental income and they are averaging \$500 per month. He is registered with Air B & B and he suggests that we don't need more laws that would prohibit growth in Baraboo.

MAYOR'S COMMENTS

The Mayor announced two service anniversaries for Anne Horjus and Zach Ott for 10 and 5 years of service at the Public Library.

CONSENT AGENDA

Resolution No. 15-65

THAT the Accounts Payable, in the amount of \$283,857.34 be allowed and ordered paid.

Resolution No. 15-66

THAT the Mayor be authorized to apply for the 2016 Urban Mass Transit Operating Assistance Grant and funding offered by the Federal and State governments for the City of Baraboo, and;

THAT the Mayor be authorized to apply for the 2016 Capital Assistance funding offered by the Federal and State governments for the City of Baraboo, and;

THAT the City of Baraboo adopts the Department of Transportation procurement policy, and;

THAT the City of Baraboo adopts the Department of Transportation disposal guidance for federally funded taxi vehicles.

BE IT FURTHER RESOLVED that the Mayor be authorized to execute appropriate contracts if the applications are approved.

Resolution No. 15-67

THAT Angela McMurray and Roy Franzen be appointed to the Park and Recreation Commission serving until July 31, 2018.

THAT John Ellington be appointed to the Library Board serving until June 30, 2018.

Resolution No. 15-68

That Trick or Treat hours be set on October 31, 2015 between the hours of 4 p.m. to 7 p.m. in the City of Baraboo.

ORDINANCES ON 2ND READING

Ordinance No. 2437 concerning repealing and recreating Section 17.08(31) of the Zoning Code to include regulation of short-term rental homes in single-family residential zoning districts was introduced. Eng Pinion provided a general overview of the ordinance which was proposed after an article in the League of Wisconsin Municipalities magazine. Ald. Robkin asked if a Conditional Use Permit option was reviewed and considered. The Plan Commission did not consider either a licensing method or CUP method. Moved by Wedekind, seconded by Ellington and carried to refer the Ordinance to the Plan Commission for review. Ayes: 8, Nays: 1 -- Thurow

NEW BUSINESS

Resolutions:

Resolution No. 15-69

TO: Authorize the contract with Sunrise Property Care LLC for contracted snow removal in the City of CY 2016/2017.

Moved by Kolb, seconded by Sloan, and carried that **Resolution No. 15-69** be approved – 9 ayes.

Resolution No. 15-70

THAT the Parks and Recreation Department be hereby authorized to set Civic Center 2016 long term lease rates at \$7.60 per square foot.

Moved by Kolb, seconded by Petty, and carried that **Resolution No. 15-70** be approved - 8 ayes, 1 nay – Robkin.

Resolution No. 15-71

THAT the Parks and Recreation Department be hereby authorized to enter a 2016 lease agreement at the Civic Center with the Boys and Girls Club of West Central Wisconsin for rooms 20, 26, 27, 29 and the auditorium with rent of \$645.81 per month.

Moved by Kolb, seconded by Wedekind, and carried that **Resolution No. 15-71** be approved - 9 ayes.

Resolution No. 15-72

THAT the Parks and Recreation Department be hereby authorized to enter a 2016 lease agreement at the Civic Center with the Baraboo Area Senior Citizen Organization for rooms 21 and 24 with rent of \$50.04 per month.

Moved by Petty, seconded by Wedekind, and carried that **Resolution No. 15-72** be approved - 9 ayes.

Resolution No. 15-73

That the proposal of Schumacher Elevator Company be accepted in an amount not to exceed \$82,253.41 for the contract period ending December 31, 2020, and;

That the proposal of Schindler Elevator Corporation be accepted in an amount not to exceed \$14,566.84 for the contract period ending December 31, 2020.

Moved by Petty, seconded by Sloan, and carried that **Resolution No. 15-73** be approved - 9 ayes.

COMMITTEE OF THE WHOLE

Moved by Robkin, seconded by Petty and carried unanimously to convene as a Committee of the Whole to discuss the 2016 proposed City budget. The budget indicates a proposed levy of 1.67% increase with total spending at \$21,334,417, proposed debt of \$1,871,267, and proposed street projects of \$2,114,706. A new economic development program is being proposed in cooperation with the Village of West Baraboo and the Chamber of Commerce.

Ald. Petty commented that the 1.67% levy increase target was achieved and he is overall very pleased with how it turned out, being well thought out and planned. He stated that it is important to provide employees with raises and we want to retain our employees. Petty feels that we have an exceptional management team. Kolb and others likes to see the investment in infrastructure in this budget.

Moved by Kolb, seconded by Wedekind and carried unanimously to reconvene into regular session.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

Ald. Thurow explained that a number of larger insurance companies are taking longer to pay the ambulance service fees. They are considering contacting legislators attempting to speed up the paying process.

Ald. Petty passed along accolades to the Police Department for their work on a recent case.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Monthly Reports for September, 2015 from – Police Department, Treasurer

Minutes from the Following Meetings -**Administrative Committee****October 5, 2015**

Present: Ellington, Robkin, Alt

Absent: none

Also Present: Mayor Palm, Cheryl Giese, Adm. Geick, Chief Schauf

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

Moved by Alt, seconded by Ellington and carried to approve the minutes of August 31, 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, noting that MSA has officially been contracted by the Bureau of Aeronautics for design services of the runway project; the Coolidge property acquisition has been delayed because of injuries received by Mr. Coolidge; hanger inspections were recently completed to identify property conditions.

Bidwell Lease Assignment: Mike Bidwell desires to sell his hanger to William Stoeckmann Living Trust. The hanger will be used to store aircraft owned by Mr. Stoeckmann. Moved by Alt, seconded by Ellington and carried unanimously to approve the lease assignment as requested.

Open Liquor Licenses: Attorney Reitz reviewed the proposed policy for issuing liquor licenses. The Committee agreed that the current practice of allowing a new business owner to have the first claim on a surrendered license for the same establishment will be continued.

They also discussed what the policy should be concerning issuing liquor licenses if a regular license becomes available and will not be used by a new business owner at the same premise. The proposed policy is that the available license would be offered to the holder of the oldest active reserve license, and if that person declines, then it would be offered to the holder of the second oldest active reserve license, and so on. Robkin disagreed, preferring that decisions be based upon the size of the business, giving preference to small business owners. In the end, it was decided to advance the policy language proposed.

The Committee also discussed what the policy should be concerning issuing liquor licenses when there is only one remaining reserve license available. The Committee noted that the City will gain another reserve license when the population grows by approximately 350 people. The committee rationalized that an available license is a necessary tool when trying to encourage business growth in TIDs and other growth corridors. In the end, the Committee decided that applications for the last remaining license would be reviewed by the Administrative Committee and may require Council action for issuance.

Mark Reitz was asked to prepare expanded policy language for consideration at the next meeting.

Closed Session

Moved by Ellington, seconded by Alt to convene into closed session per SS 19.81(1)(f) concerning financial, medical social or personal histories of specific persons which if discussed in public, would be likely to have a substantial adverse effect upon the reputation of persons referred to in the histories, problems or investigations.

The committee discussed a licensing matter. No action was taken.

Open Session

Moved by Ellington, seconded by Alt and carried unanimously to reconvene into regular session. No action was taken.

Next meeting is to be held November 2, 2015 at 12 p.m.

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

Finance/Personnel Committee – Council Chambers

October 13, 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 6:00 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 22, 2015. Motion carried unanimously.

Accounts Payable – Moved by Sloan, seconded by Thurow to recommend Council approval of the accounts payable for \$673,848.38. Motion carried unanimously.

2016 Budget – The Mayor explained that the 2016 budget has been prepared and preliminarily has a levy increase of less than 2%. New debt for capital projects is projected at \$2.5M, which is \$1M less than shown in the capital project plan from last year. The Mayor explained budget highlights including a new Economic Development program, 12 street reconstruction projects, 3 park bathroom projects, along with the usual equipment replacements. Ed explained wage adjustments were included for 1%, savings in health insurance costs, general budgets were allowed to increase 1%, 2% growth in equalized value, and public safety building design estimates. The Mayor suggested that questions be directed toward him in the next week so that the staff can prepare changes to be presented to the Council at the next meeting. No action taken.

Madalon Rail Spur -- Tom Pinion reported on the reconstruction of the rail spur which is currently being used by four manufacturers in Baraboo. Bids came in at \$1.66M, date of completion will be 12/31/16, funding from State is split 80/20, with TID 6 paying the local 20% contribution. Moved by Thurow, seconded by Sloan and carried to recommend to Council for action.

Volkman Railroad Builders – Tom Pinion reported on the low bid received for the Madalon Industrial Park rail spur reconstruction in the amount of \$1.66M. Moved by Sloan, seconded by Thurow and carried to recommend to Council for approval.

Assessor Selection – Ed Geick explained that the assessor services were bid for a three year term and three proposals were received. Tyler Technology was the highest rated responder and is recommended by the panel. Moved by Thurow, seconded by Sloan and carried to recommend contracting with Tyler Technologies.

Weights and Measures – Moved by Sloan, seconded by Thurow and carried to recommend to Council for approval.

Committee Comments: None.

Adjournment – Moved by Thurow, seconded by Sloan and carried to adjourn. Motion carried, meeting adjourned at 6:35 p.m.

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

Parks & Recreation Comm. 9-14-15

Library Board

9-15-15

ADJOURNMENT

Moved by Wedekind, seconded by Kolb, and carried on voice vote, that the meeting adjourn.

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent

Motion:

Second:

Approved by Mayor: _____

Certified by City Clerk: _____

RESOLUTION NO. 2015

Dated: November 10, 2015

The City of Baraboo, Wisconsin

Background Bill Murphy d/b/a Baraboo Dells Flight Center has been providing on-site maintenance service at the Baraboo Dells airport. Services include snow plowing, lawn mowing, fence, lighting and building maintenance, filing NOTAMs (Notice to Airmen) and other related airport activities. Bill has agreed to renew the contract for 2016 with a 1% increase.

The Administrative Committee reviewed the contract at their November 2, 2015 meeting and recommended that it be renewed.

Fiscal Note: (one) [Not Required] [Budgeted Expenditure] [Not Budgeted]
Comments: Payment for these services are paid from the Airport's budget.

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

THAT the On-Site Maintenance Contract for the Baraboo Dells Airport be renewed with Baraboo Dells Flight Center for 2016.

Offered by: Administrative
Motion:
Second:

Approved: _____

Attest: _____

AIRPORT ON SITE MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of Baraboo, a Wisconsin municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as the Owner, and William Murphy d/b/a Baraboo Dells Flight Center Inc. hereinafter referred to as the Contractor.

WHEREAS, the City of Baraboo co-owns and manages an airport known as the Baraboo – Wisconsin Dells Airport and Contractor is desirous of entering into a contractual arrangement to provide maintenance services to the airport.

WHEREAS, the Owner, insofar as relationships are concerned in this Agreement, shall mean the City of Baraboo and its Administrative Committee or its successors, unless otherwise specifically provided.

NOW THEREFORE, in consideration of the salary and agreements herein contained, the Contractor does hereby agree to assume responsibility for maintenance of the Baraboo – Wisconsin Dells Airport, upon the following terms and conditions:

1. It is understood and agreed that nothing in this agreement shall be construed to authorize or grant to the Contractor any exclusive right or privilege in connection with any business or activity on the airport in which the Contractor may have an interest or association.
2. The Owner does hereby agree to pay the Contractor for such management services the cash sum of **\$3368.33** per month.
3. For all purposes relating to this Agreement, the Contractor shall be considered an independent contractor, and not an employee of the City of Baraboo, or any of the other owner communities. In accordance with accepted aviation practices, Contractor is authorized to determine the methods and means by which the duties and responsibilities of this Agreement are completed. The City of Baraboo shall have no obligation to provide training for the Contractor. The Contractor, at his sole discretion, is allowed to hire employees or contractors to assist him in fulfilling his obligations under this Agreement, and Contractor shall be responsible for supervising and managing the same. So long as the Contractor fulfills his obligations under this Agreement, he shall be allowed to determine his own hours of work. Contractor shall be responsible for determining the priorities and sequence of work to be provided pursuant to this Agreement.
4. The term of this Agreement shall be for a period from January 1, 2016, to December 31, 2016, unless sooner terminated as provided in paragraph 8.
5. The City does hereby grant to the Contractor the use of the property listed on Exhibit A (maintenance equipment) for the term of this agreement. The City shall remain the sole owner of all equipment (excepting Contractor's personal effects) provided by and at the expense of the City.
6. Contractor shall provide the City with a telephone number, cellular telephone number, pager, or other means of contacting the Contractor. If Contractor will be unable to respond to an emergency for known future dates, he shall so advise the City not less than 72 hours in advance, and designate a person to act in his absence.

7. Under policy established by the Owner, the Contractor is in charge of, and is responsible for the operation and maintenance of the Baraboo – Wisconsin Dells Airport. The Contractor, as part of his duties and responsibilities, shall:
 - a. Conduct or provide for daily inspections of all airport physical properties, including runways, taxiways, lighting systems, buildings, navigational equipment, automobile parking areas and access roads; personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner; requisition from the Owner small equipment and supplies required in daily operation and maintenance; recommend the purchase of new equipment and other expenditures exceeding \$500.00; keep a complete and accurate record of all maintenance work performed on the airport, and make such reports to the Owner as may be required at such time and in the form requested by the Owner.
 - b. Maintain in good repair all equipment provided by the Owner for use by the Contractor in performing the obligations of this agreement.
 - c. Promptly remove snow and ice from runways, taxiways, parking areas and access roads, keeping the facilities in safe and usable condition for aviation purposes, and in accordance with the airport snow removal policy;
 - d. Keep the grass mowed on the turf runway so as to be suitable for aviation purposes; move other grass on the property in accordance with the airport mowing policy;
 - e. Assist the City to determine current and potential program needs and prepare plans to fill these needs; assist to coordinate all development and improvement with the proper local, state and federal agencies, engineers, architects and other professionals, aviation organizations, and public interest groups;
 - f. Recommend to the Owner ordinances and regulations relating to the safe and efficient operation of the airport, and governing the use of the airport, including the leasing of floor space, parking, hangars and other property; assist with enforcement of all ordinances and regulations concerning the airport; provide reports to the City of issues relating to the enforcement of Airport Rules and Regulations and the need for enforcement;
 - g. Assist the City with advertising and promoting the airport;
 - h. Under direction of the City, assist to develop and maintain effective liaison with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in, certain airport activities, tenants and their employees, and all entities with an interest in the airport;
 - i. Be responsible for notifying the Federal Aviation Administration Flight Service Station promptly of all conditions affecting the safe use of the airport (NOTAM);
 - j. Provide oversight of all construction projects on the airport property;
 - k. Maintain the perimeter security fence, including the prevention of vegetation growth into the fence.
 - l. Obtain and retain in good order a commercial driver's license.

8. The Contractor for himself, his personal representatives, successors in interest, and assigns and agrees that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
9. To the fullest extent allowable by law, Contractor hereby indemnified and shall defend and hold harmless the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under his direction or control or on his behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is south to be imposed on the City or other owner municipalities. Contractor's indemnity and hold harmless shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Baraboo or other owner municipality, or their elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

Contractor shall reimburse the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Baraboo or other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers.

10. **INSURANCE REQUIREMENTS.** Contractor shall, at his sole expense, shall provide and maintain an insurance policy as a condition of this Agreement. Such insurance policy shall consist of liability insurance with a company licensed to do business in Wisconsin in the minimum amount of \$1,000,000 per occurrence with \$100,000 bodily injury per person for all damages arising out of bodily injury or property damage concerning the above described activities and responsibilities during the entire term of this Agreement, naming the City as an additional insured. Notwithstanding any other provision, the failure to provide insurance as required by the City under this section of the Agreement constitutes immediate grounds for termination of the Agreement. All certificates of insurance shall provide for thirty (30) day notice of cancellation or material change of any policy limits or conditions.

The City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional

insured status for liability arising out of activities performed by or on behalf of the Contractor.

For any claims related to the services performed by Contract pursuant to this agreement, the Contractor's insurance shall be primary insurance as respected to the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.

All of the insurance used by the Contractor to satisfy these insurance requirements shall be provided on policy forms and through companies satisfactory to the City of Baraboo, and shall have a minimum A.M. Best rating of A-VII.

Prior to execution of this Agreement, the Contractor shall file with the City of Baraboo a certificate of insurance signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative.

In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified herein.

11. Contractor shall not assign this contract or delegate any part of his duties, responsibilities or obligations under this agreement, except to employees of the Contractor, without the prior written consent of the City, such consent to be granted or denied at the City's sole discretion.
12. Contractor acknowledges that he has received a copy of the Rules and Regulations adopted by the Administrative Committee for operations at the Baraboo-Wisconsin Dells Airport, and that he is familiar with the contents and agrees to abide by such rules, and at the direction of the Committee, enforce the provisions of the ordinance in the manner contained therein.
13. In the event that the Contractor or the City fails to comply with the terms and conditions of this agreement, the City or the Contractor shall notify the other in writing of the violation of this agreement and if the violation has not been corrected or the responsible party has not commenced to diligently pursue the correction within 30 days from the date of the notice to correct the violation, this agreement may be terminated by the notifying party upon 30 days written notice.

The Contractor may immediately terminate this Contract in the event that he becomes incapacitated and unable to perform his duties as Contractor.

14. No waiver of any violation of this Contract shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in, or consent to, any further or succeeding violation of the same covenant, or as a waiver of any covenant, condition, or remedy.

15. DESTRUCTION OF PREMISES

- a. If 10% or more of the Airport shall be rendered untenable or unusable by reason of damage or destruction by fire, by the elements, or by other casualty, or if any authority having jurisdiction shall order demolition or removal of 10% or more of the Airport, the City and Contractor shall each have the right and option to terminate this contract upon written notice to the other given at any time during the 60 day period following the date of such damage or destruction, in which event neither party shall have any further obligations or liability hereunder.
 - b. If less than 10% of the Airport shall be damaged or destroyed, the City shall proceed with all reasonable dispatch and diligence to cause the Airport to be repaired, restored, or rebuilt in like form, structure and substance as same were in immediately prior to such damage or destruction.
16. If any provision of this Contract shall be determined to be void by a court of competent jurisdiction, such determination shall not effect any other provision of this Contract, and such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Contract is subject to more than one construction, one of which would render the provision valid and the other would render the provision invalid, then the construction which would render the provision valid shall control.
17. During time of War or other State or National Emergency, the Owner shall have the right to suspend this Contract, and turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government.

18. CONTRACTOR OPERATING AS FBO (Fixed Base Operator)

- a. Nothing herein shall prohibit the Contractor, its employees, officer, Contractors, agents or representatives, or any corporation, LLC or other legal entity owned or controlled by the Contractor or the Contractor's employees, officers, Contractors agents or representatives, from seeking and obtaining an FBO Lease or agreement with the Airport Owner.
- b. If however, an FBO Lease or Agreement is obtained by the Contractor, its employees, officers, Contractors, agents or representatives, or any corporation, LLC or other legal entity owned or controlled by the Contractor or the Contractor's employees, officers, Contractors agents or representatives, then the Contractor shall have the following additional duties, responsibilities, and obligations:
 - i. The Contractor shall fully, carefully and equitably enforce all FBO rules and lease provisions against all FBO's in a non-discriminatory manner.
 - ii. Whenever there is a question of conflict of interest regarding the interpretation or enforcement of an FBO rule or FBO lease provision, the Contractor shall present it to the airport manager, and if unresolved, to the City's Administrative Committee for review and determination.
 - iii. The Contractor shall not engage, directly or indirectly, in any activity which favors, or which creates the appearance of favoring, the FBO related to the Contractor over any other FBO.

iv. Third person inquiry to the Contractor regarding existence of services provided by any FBO serving the airport, shall be provided by the Contractor in a non-discriminatory way, not advertising or promoting his FBO service over that offered by another.

v. The Contractor and the FBO related to the Contractor shall obtain and use different telephone numbers and mailing addresses to conduct their respective duties.

c. Violation of the foregoing, shall be cause for immediate termination of this Contract.

19. All notices to or demands upon the City or Contractor desired or required to be given under any of the provisions of this Contract shall be in writing and any notices or demands from either party to the other shall be deemed to have been duly and sufficiently give and served if and when a copy thereof has been mailed by certified mail, return receipts requested, postage prepaid, to the following:

To the City of Baraboo:

City of Baraboo
Attn: Cheryl Giese, City Clerk
135 Fourth Street
Baraboo, WI 53913

To Contractor:

Baraboo-Dells Flight Center, Inc.
Attn: William Murphy
S3440 Hwy BD
Baraboo, WI 53913

Or to other address as either party may from time to time designate by written notice to the other.

CITY OF BARABOO

CONTRACTOR

Michael Palm, Mayor

William Murphy

Cheryl M. Giese, City Clerk-Finance Director
Airport Manager

EXHIBIT A

AIRPORT MAINTENANCE EQUIPMENT

- 1964 Moline Tractor
- 1990 Flail Mower
- 2002 JD Gator
- 2005 Holland Tractor with Attachments
 - Spare broom attachment
- 2005 Ferris Mower
 - Landpride Mower
 - Bench
 - Vise
 - Chain
 - Jack
 - Grinder
 - Filing cabinet
 - Desk and Chair
 - Stihl Chain Saw
 - Stihl weedeater
 - Stihl backpack blower
 - 12/24 volt battery charger
 - Paint line striping machine
 - John Deere 25 gal spray unit for the Gator
 - Toro hand snow blower
 - Sears pressure washer
 - Hedge trimmer
- 2008 Bird Blaster hand gun with ammo
 - 3 way hand held radios (3)
 - Runway markers for plowing
 - Spare fence and parts
 - Air Compressor
 - 12-14' aluminum ladder (stored in FBO hangar)
- 2009 Lobby Furniture: 2 sofas, 2 chairs, coffee table, end table with lamp, corner table and chairs
 - DeWalt Drill
- 2010 60 Gallon ATV Tow Sprayer
- 2012 18V Reciprocating Saw
 - 3 shelf RTA floor storage cabinet
- 1999 GMC Plow Truck w/Plow

RESOLUTION NO. 2015 -

Dated: November 10, 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 Nancy Machtan be re-appointed to the Community Development Authority Commission serving until November 14, 2018.

Offered by: Mayor
Motion:
Second:

Approved: _____
Attest: _____

RESOLUTION NO.

Dated: November 10, 2015

The City of Baraboo, Wisconsin

Background. The basic premise of this addendum is to change from a shared inspection cost to a direct fee based on the inspections performed. The bigger municipalities with more fire inspections pay a lion share of the costs compared to the smaller municipalities with the lower number of inspections.

The following methods of allocating the actual costs are listed below. This addendum has been approved by Towns/Village Budget Committee and now is in the process of being adopted by each municipality.

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

Comments:

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

THAT the Mayor is authorized to sign the Fire Protection Service Agreement Addendum reallocating the actual costs of the Fire Inspector in a more equitable as listed below:

1. The expenses and costs of the Fire Inspector shall be excluded from the allocation of expenses and costs for general fire operations.
2. The following cost allocation formula is hereby approved:
 - a. The previous year’s total number of inspection hours and any code research time is added together and divided by total work hours for upcoming year.
 - b. This percentage is then multiplied by the projected annual wage and benefit amount.
 - c. The dollar amount is divided by the number of the previous year’s initial inspection to determine an initial inspection fee.
 - d. The initial inspection fee is multiplied by the individual municipality’s number of required initial inspections from the previous year to determine the assessed amount.
 - e. The remaining amount of the Fire Inspector wage and benefit is allocated back as specified in the original contract language.
3. All other terms and conditions of the original Fire Protection Service Agreement shall remain in full force and effect.
4. The terms of this Addendum shall become effective as of January 1, 2016.

Offered by: Finance
Motion:
Second:

Approved: _____

Attest: _____

FIRE PROTECTION SERVICE AGREEMENT

ADDENDUM

As an Addendum to the Fire Protection Service Agreement between the City of Baraboo, the Village of West Baraboo, the Town of Baraboo, the Town of Fairfield, and the Town of Greenfield, the parties do hereby acknowledge as follows:

Whereas the allocation of costs for the Fire Inspector are inequitable and a new formula should be utilized between the communities;

Now Therefore, in the interest of allocating the costs of the Fire Inspector in a method that reflects the actual use of their time in completing fire inspections in each of the respective municipalities, it is agreed as follows:

1. The expenses and costs of the Fire Inspector shall be excluded from the allocation of expenses and costs for general fire operations.
2. The following cost allocation formula is hereby approved:

The previous year's total number of inspection hours and any code research time is added together and divided by total work hours for upcoming year.

This percentage is then multiplied by the projected annual wage and benefit amount.

The dollar amount is divided by the number of the previous year's initial inspection to determine an initial inspection fee.

The initial inspection fee is multiplied by the individual municipality's number of required initial inspections from the previous year to determine the assessed amount.

The remaining amount of the Fire Inspector wage and benefit is allocated back as specified in the original contract language.

3. All other terms and conditions of the original Fire Protection Service Agreement shall remain in full force and effect.
4. The terms of this Addendum shall become effective as of January 1, 2016.

CITY OF BARABOO:

By: _____

Mayor

Attest:

City Clerk

VILLAGE OF WEST BARABOO:

By: _____

Village President

Attest:

Village Clerk

TOWN OF BARABOO:

By: _____

Town Board Chair

Attest:

Town Clerk

TOWN OF FAIRFIELD:

By: _____

Town Board Chair

Attest:

Town Clerk

TOWN OF GREENFIELD:

By: _____

Town Board Chair

Attest:

Town Clerk

TOWN OF SUMPTER:

By: _____

Town Board Chair

Attest:

Town Clerk

The City of Baraboo, Wisconsin

Background The City took proposals for property insurance and two bids were received as shown below. The companies were provided details listing the City owned properties, equipment, and property in the open. They were also asked to quote on specific deductibles.

Don-Rick Insurance Agency: Don-Rick’s bid for 2016 is \$71,349. They are proposing a renewal with Cincinnati Insurance, an A+ rated company with AM Best as of December 12, 2014 and an outlook of stable. The long term rating is aa- with a Stable outlook. The Don-Rick agency is located in Baraboo and the Cincinnati Insurance Company is based in Ohio. Earthquake coverage is optional for another \$613 dollars.

The City has purchased property insurance from Cincinnati Insurance, with Don-Rick as the local agent for the past several years. Service has been very timely and efficient.

Municipal Property Insurance Company (MPIC): The MPIC bid for 2016 is \$70,539. They are a newly formed company by Cities and Villages Mutual Insurance Company (CVMIC), the League of Wisconsin Municipalities Mutual Insurance Company (LWMMI), and Wisconsin Municipal Mutual Insurance Company (WMMIC). The new company is unrated. They are located in Madison and contract with the ASU Group to provide policy administration and claims adjusting. Earthquake coverage is not available.

Johnson Bank and Johnson Insurance Services: Johnson Insurance offered insurance only for the equipment and not the property, or property in the open. Since they only responded on a portion of the specification, their proposal was rejected as non-responsive.

Earthquake coverage optional: The attached map was found on the website of United State Geological Survey Earthquake Hazards Program, a federal agency charged with mitigating earthquake losses by applying earth science data and assessments in land-use planning, design and emergency preparedness. It depicts most of Wisconsin in the lowest hazard area within the United States. Since an earthquake in our area is highly unlikely, earthquake coverage has been removed from the recommended proposal. To add it back would cost another \$613 per year. The deductible is 10% of the covered building.

Recommendation: The Finance/Personnel Committee considered the Insurance bids at their November 10, 2015 meeting:

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

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

THAT the City purchase property insurance from Don-Rick Agency for 2016 coverage from Cincinnati Insurance Company in the amount of \$71,349 dollars.

Offered by: Finance/Personnel

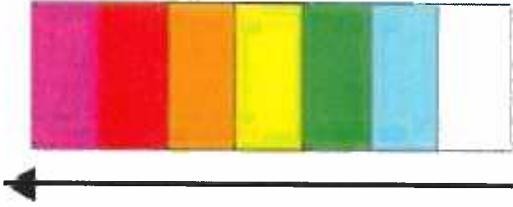
Approved:

Motion:

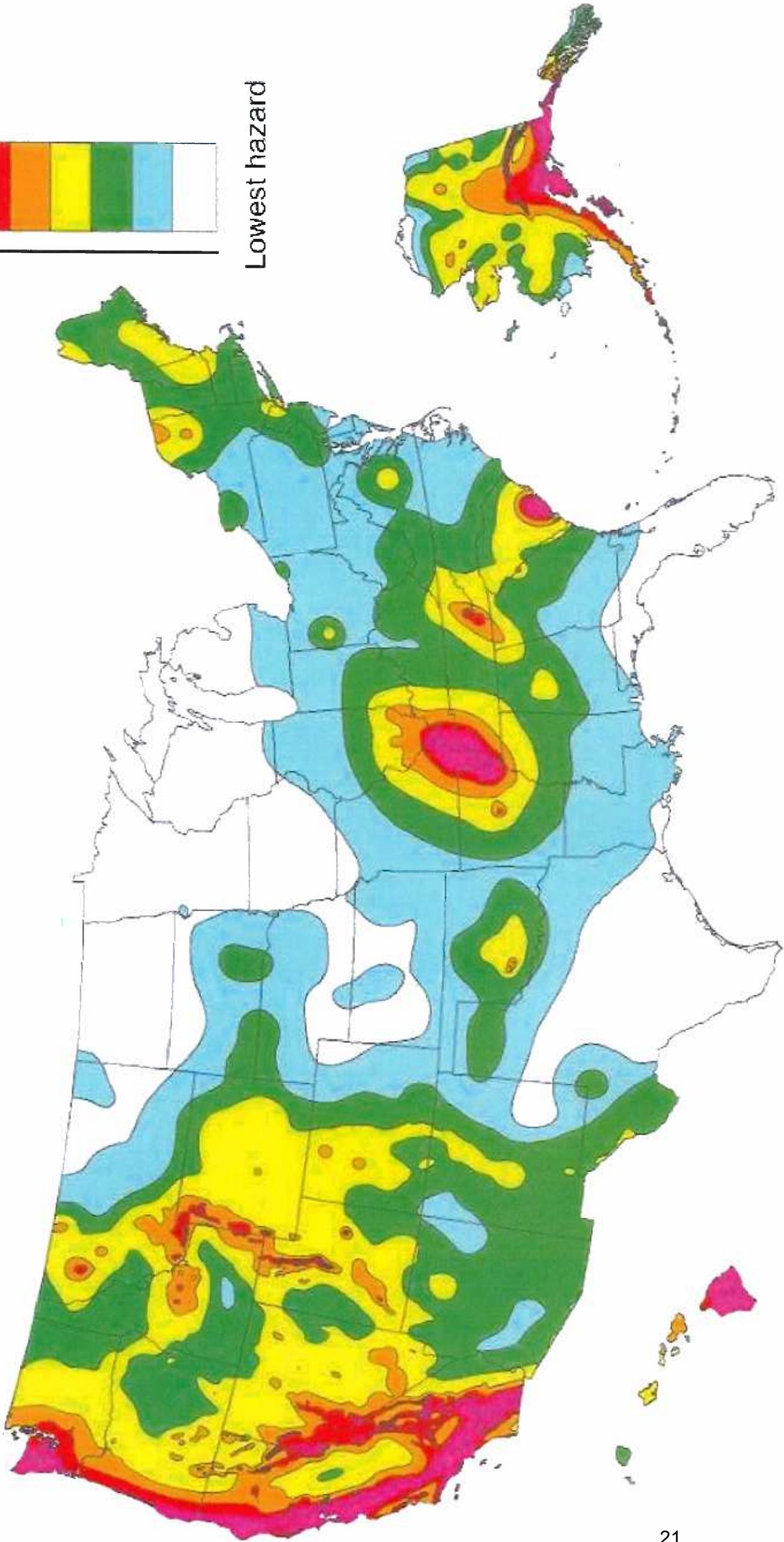
Second:

Attest:

Highest hazard



Lowest hazard



The City of Baraboo, Wisconsin

Background: The Community Development Authority would like to utilize a Revenue Obligation based loan from the Commissioners of Public Lands (State Trust Fund). This type of loan would not have any impact on the City’s general obligation borrowing limits, since the City is not pledging its ability to raise taxes to pay the debt. The debt is supported by the revenue stream associated with Donahue Terrace Apartments. This type of obligation would also be supported by any funding received by the City from the State. Therefore, the City of Baraboo would need to be the formal applicant for the loan.

Fiscal Note: *Not Required* *Budgeted Expenditure* *Not Budgeted*

WHEREAS, pursuant to the provisions of Chapter 66 Subchapter XII of the Wisconsin Statutes, municipalities may create a Housing Authority, and that the City of Baraboo has complied with all applicable statutes in creating the City of Baraboo Housing Authority (the “Authority”) and that the Authority remains in compliance with all applicable State and Federal laws and regulations, and remains in good standing with the United States department of Housing and Urban Development (“HUD”); and

WHEREAS, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, municipalities may borrow money for any public purpose, and that the purchasing, acquiring, constructing, extending, adding to, improving, operating and managing housing projects (as defined in Chapter 66 of Wisconsin Statutes) owned by the Authority constitutes such public purpose; and

WHEREAS, municipalities may repay such loan from revenues received from any source, and

WHEREAS, pursuant to the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands (“BCPL”) is authorized to make loans from the State Trust Funds to municipalities for such purposes, and

WHEREAS, the City of Baraboo Housing Authority owns and operates the Donahue Terrace Apartments (the “Project”) for the benefit of the City of Baraboo and residents thereof, and

WHEREAS, certain improvements to the Project are necessary to meet the needs of the City of Baraboo and residents thereof, and

WHEREAS, the City of Baraboo deems it to be necessary, desirable and in its best interest to obtain a Revenue Obligation Trust Fund Loan from BCPL for financing repairs to the Project, and such Loan is to be payable from the income and revenues of the Project.

NOW, THEREFORE, BE IT RESOLVED that the **City of Baraboo** is hereby authorized to borrow from the Trust Funds of the State of Wisconsin the sum of **One Hundred Sixty Thousand Dollars (\$160,000.00)** for the purpose of **financing repairs to Donahue Terrace Apartments** and for no other purpose. Such loan shall be payable within **6** years from the 15th day of March preceding the date the loan is disbursed. The loan will be repaid in full on the 15th day of March, 2021 with interest at the rate of **4.00** percent per year from the date of disbursement

of the loan to the date the loan is repaid. Such loan may be prepaid before the maturity date in accordance with the limitations set forth in Chapter 24 of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that all revenues of the Donahue Terrace Apartments are hereby pledged to BCPL to repay this loan and that such pledge shall be senior and superior to all other pledges of such revenues. No notes, bonds or other obligations payable out of the revenues of the Project may be issued in such manner as to enjoy priority over this Loan. Any and all payments made to the City of Baraboo out of the revenues of the Project shall be subordinate to payments required under this obligation. The Mayor and Clerk are hereby authorized and directed to execute any instruments reasonably necessary to grant and perfect such security interest.

BE IT FURTHER RESOLVED that all ordinances, resolutions, or orders, or parts thereof which were previously enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed, and this Resolution shall be in effect from and after its passage.

BE IT FURTHER RESOLVED, we acknowledge that should the City of Baraboo default on this loan, BCPL is required under Wisconsin Statute Section 24.70 to intercept any state payments that may be otherwise due the City of Baraboo.

BE IT FURTHER RESOLVED, we acknowledge that the Certificate of Indebtedness will contain a covenant requiring that rental rates charged to tenants or residents of the Donahue Terrace Apartments, along with all associated payments made to the City of Baraboo or the City of Baraboo Housing Authority by HUD, will be sufficient to ensure adequate maintenance and repair, adequate replacement reserves when considering the current functional age of the Donahue Terrace Apartments and the expected timing and costs of future capital expenditures, and also ensure a debt service coverage ratio (defined as net operating income divided by total debt service) exceeding 1.25.

BE IT FURTHER RESOLVED that if BCPL agrees to make such loan, that the Mayor and Clerk of City of Baraboo are authorized and empowered in the name of the City to execute and deliver to BCPL, those Certificates of Indebtedness in such form as required by BCPL, for the sum of money that may be loaned to City of Baraboo pursuant to this resolution. The Mayor and Clerk are authorized and directed to perform all actions reasonably necessary to fully carry out the provisions of Chapter 24 of the Wisconsin Statutes, and these resolutions.

BE IT FURTHER RESOLVED, that these recitals and these resolutions and the votes by which they were adopted, shall be recorded, and that the Clerk of the City of Baraboo shall forward this certified record, along with the application for the loan, to BCPL.

Aldersperson _____ moved adoption of the foregoing recitals and resolutions.

The question being upon the adoption of the foregoing recitals and resolutions, a vote was taken by ayes and nays, which resulted as follows:

- | | |
|-----------------------|-------------|
| 1. Aldersperson _____ | Voted _____ |
| 2. Aldersperson _____ | Voted _____ |
| 3. Aldersperson _____ | Voted _____ |
| 4. Aldersperson _____ | Voted _____ |
| 5. Aldersperson _____ | Voted _____ |
| 6. Aldersperson _____ | Voted _____ |
| 7. Aldersperson _____ | Voted _____ |
| 8. Aldersperson _____ | Voted _____ |
| 9. Aldersperson _____ | Voted _____ |

A majority of the members of the City Council of the **City of Baraboo**, Wisconsin, having voted in favor of the recitals and resolutions, they were declared adopted.

STATE OF WISCONSIN
City of Baraboo
County of **Sauk**

I, _____, Clerk of the **City of Baraboo**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the City Board of the **City of Baraboo** at a meeting held on the _____ day of _____, 20____ relating to a loan from the State Trust Funds. I further certify that I have compared the same with the original record thereof in my custody as Clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the City Board of the **City of Baraboo** is constituted by law to have _____ members, and that the original of said recitals and resolutions was adopted at the meeting of the village board by a vote of _____ ayes to _____ nays and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the **City of Baraboo** this _____ day of _____, 20_____.

Clerk Signature

Offered by:
Motion:
Second:

Approved: _____

Attest: _____

October 9, 2015

Ms. Cheryl Giese
Clerk
City of Baraboo
135 4th St.
Baraboo, WI 53913-2148

ID# 05604298

Dear Ms. Giese:

Thank you for requesting a loan application from the BCPL State Trust Fund Loan Program. Your application is attached, along with associated forms and directions. Please review these documents and call us with any questions.

Please check your application and attached resolution to confirm the correct amount, rate, term, and purpose of the loan.

Following approval of the Application and the attached Borrowing Resolution by the City Council, the application may be completed and returned to BCPL. To allow time for our review process, and to be assured that your application may be considered at the next BCPL Board meeting, properly completed documents must be received a minimum of eight (8) calendar days before the next BCPL Board meeting. The BCPL Board meets the first and third Tuesdays of each month.

BCPL requests that all Borrowers provide digital photographs of the projects that we finance (if applicable). We use these photos for promotional materials regarding the BCPL State Trust Fund Loan Program. Please remember to email a few high-resolution digital photographs, and be sure to include photographer credit information. We thank you in advance.

If you have questions regarding any of the documentation required by BCPL, the application process or the status of your application, please call me at 608-266-0034 or email me at richard.sneider@wisconsin.gov.

Sincerely,

Richard Sneider
Loan Analyst

Enclosures: 1) Revenue Loan Application Form – Housing Project
2) Anticipated Schedule of Disbursements

122U.doc



**LOAN APPLICATION
BCPL STATE TRUST FUND LOAN PROGRAM**

**REVENUE OBLIGATION LOAN
MUNICIPAL HOUSING PROJECT**

CITY OF BARABOO

**Finance Repairs to Housing Project
Loan Application Request # 05604298**

**State of Wisconsin
Board of Commissioners of Public Lands**

**101 East Wilson Street, 2nd Floor
Post Office Box 8943
Madison, Wisconsin 53708-8943**

**Date sent: October 9, 2015
Date received and filed in Madison, Wisconsin:**

RAS

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REVENUE LOAN APPLICATION – HOUSING PROJECT

1. We, the undersigned Mayor and Clerk of the **City of Baraboo**, in the **County of Sauk**, Wisconsin, (the "Borrower"), in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, hereby submit this application for a Revenue Obligation Trust Fund Loan ("Loan") in the amount of **One Hundred Sixty Thousand And 00/100 Dollars (\$160,000.00)** from the Board of Commissioners of Public Lands ("BCPL") for the purpose of **financing repairs to Donahue Terrace Apartments** and for no other reason.
2. The term of the Loan shall be for a period of **6** years from the 15th day of March preceding the date on which the Loan is made. The Loan is to be repaid as provided by law, with interest at the rate of **4.00** percent per year.
3. This Loan shall be considered a Revenue Obligation Trust Fund Loan as defined in Chapter 24 of the Wisconsin Statutes, and the Borrower shall use revenues derived from the operation of the Donahue Terrace Apartments to repay this Loan. These revenues shall include all rents, payments made to the City of Baraboo or the City of Baraboo Housing Authority by the United States Department of Housing and Urban Development (HUD), user fees, gains from the sale or exchange of assets, interest and dividends earned on investments, and any other income.
4. The undersigned certify that they have all legal authority necessary to pledge the revenues of the Donahue Terrace Apartments to the repayment of any secured loans and the authority to perfect such resulting security interest.
5. On behalf of the Borrower and pursuant to the authority granted by the governing body of the Borrower, the undersigned hereby pledge the revenues of the Donahue Terrace Apartments to the repayment of this Loan. Such pledge shall be senior and superior to any other pledges of rental and other revenues, and such pledge shall remain in effect until such time as this Loan is repaid in full. Any and all payments made to the City of Baraboo out of the revenues of the Donahue Terrace Apartments shall be subordinate to payments required under this obligation.
6. The undersigned certify that if the Borrower has previously pledged the revenues of the Donahue Terrace Apartments to the repayment of any previous obligation:
 - a. the owner(s) of such previous obligation(s) have properly consented to subordinate their secured interest in such pledged revenues to BCPL, or
 - b. that proceeds of this Loan shall be used to repay such previous obligation in full and terminate such previous pledge.
7. The undersigned certify that the Borrower shall not pledge any rental or other revenues for the payment of any other debt obligation during the term of this Loan without providing 30 days advance written notice to BCPL.
8. The undersigned acknowledge that in the event that the Borrower defaults on the repayment of this Loan, BCPL is required under Wisconsin Statute Section 24.70 to intercept any state payments that may be otherwise due the Borrower.
9. The undersigned agree to execute and deliver to BCPL any certificates of indebtedness, first priority assignment of rents and other revenues, and any other documents reasonably required by BCPL to complete the loan transaction considered herein.
10. The undersigned hereby covenant and warrant that rental rates charged to tenants or residents of the Donahue Terrace Apartments, along with all associated payments made to the City of Baraboo or the City of Baraboo Housing Authority by HUD, will be sufficient to ensure adequate maintenance and repair,

adequate replacement reserves when considering the current functional age of the Donahue Terrace Apartments and expected timing and costs of future capital expenditures, and also ensure a debt service coverage ratio (defined as net operating income divided by total debt service) exceeding 1.25 and that undersigned acknowledge that such covenants may be included in any certificate of indebtedness formalizing this Loan.

11. The undersigned certify that all information set forth in the BCPL Revenue Obligation Application Request and accompanying pages and attachments, which are attached hereto and incorporated herein by reference, is true and correct as of this date.
12. The undersigned certify that the resolution attached hereto and incorporated herein by reference was approved by a majority of the City Council of the **City of Baraboo**, Wisconsin at a meeting which was duly called on the ____ day of _____, 20__.
13. This loan application is hereby executed in the **City of Baraboo**, this ____ day of _____, 20__.

Mayor, City of Baraboo

Clerk, City of Baraboo

Print Name

Print Name



**BCPL State Trust Fund Loan Program
Anticipated Schedule of Disbursements**

City of Baraboo
Worksheet # 05604298
Finance Repairs to Housing Project
\$160,000.00

Please tell us when you anticipate the need for loan funds:

Disbursement Date	Disbursement Amount
December 15, 2015	\$160,000
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: Fill out this form using your best estimates as of the loan application date. *This is not an actual disbursement form.* We request this information to help us better manage the investment of State of Wisconsin Trust Funds. After your loan has been approved, you will receive a "Request for Loan Disbursement" form to request the actual distribution of funds.

Please return form to:

Board of Commissioners of Public Lands
PO Box 8943
Madison, WI 53708-8943

fax 608.267.2787
richard.sneider@wisconsin.gov

RAS

Members Present: Petty, Sloan and Thurow

Absent: none

Others Present: C. Giese, E. Geick, M. Reitz, K. Stieve, M. Hardy, and others

Call to Order –Ald. Petty called the meeting to order at 6:00 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 October 13, 2015. Motion carried unanimously.

Accounts Payable – Moved by Thurow, seconded by Sloan to recommend Council approval of the accounts payable for **\$283,857.34**. Motion carried unanimously.

Fire Protection Agreement – Chief Kevin Stieve explained the addendum to the current fire protection agreement covering the rural areas. A township member questioned the current formula of charging back fire inspections, since they have a low number of inspections. A review revealed that their concerns were valid and therefore a change in the formula is proposed via the addendum. Moved by Sloan, seconded by Thurow and carried to recommend the fire protection agreement to the Council for action.

Civic Center Rental Rates – Mike Hardy presented proposed 2016 rental rates indicating a 1.5% increase. Utilities are calculated at cost per sq foot. The Boys and Girls Club is charged 15% of the rent and Senior Center is being charged 15% of the rent at a phased in approach over 3 years to ramp up to the 15% rental charge. The Senior Citizens Club is opposed to paying rent and may contact the Council asking for waiver of rental fees. No other groups receive free rent. Moved by Sloan, seconded by Thurow and carried to approve the long term rental rates. Moved by Sloan, seconded by Thurow and carried to approve the reduced rental rates for the Boys and Girls Club. Moved by Sloan, seconded by Thurow and carried to approve the reduced rental rate for the Baraboo Area Seniors Club.

Taxi Grants -- Cheryl Giese explained that the City has applied for two grants for the taxi program: Operating which provides about 2/3 of the money needed to operate the program and Capital which replaces vehicles. In addition, the DOT was required that the City formally adopt two policies which help them to comply with federal audits. The two policy matters are vehicle disposal and service procurement. Moved by Thurow, seconded by Sloan and carried to approve the taxi grants and adherence to DOT policies.

Snow Removal – Chief Schauf took annual bids for snow removal and received a proposal from Sun Rise Properties. Moved by Sloan, seconded by Thurow and carried to recommend to Council for action.

Elevator Service Contract – Cheryl Giese presented information on elevator service contract proposals. Four proposals were received. Two vendors could not service all 10 elevators because of a proprietary issue with the UW Campus Science Building Schindler elevator, citing that they could not obtain parts for the Schindler. All proposals were reviewed and after considering service and cost, the solution is to award a contract for the 9 elevators to Schumacher Elevator in the amount of \$82,253.41 and a contract to Schindler for the Science Building elevator in the amount of \$14,566.84. The contracts expire December 31, 2020. Moved by Sloan, seconded by Thurow and carried to recommend to Council for action.

Committee Comments: None.

Adjournment – Moved by Thurow, seconded by Sloan and carried to adjourn. Motion carried, meeting adjourned at 6:25 p.m.

Cheryl Giese, Clerk-Finance Director

Agenda for the Baraboo Public Arts Committee Baraboo City Hall, 135 4th St., Baraboo, WI

Date and Time:

Thursday, September 24, 2015 at 4:00 P.M.

Location: Council Chambers, 135 4th Street, Baraboo

Members Present: Bekah Stelling, Morgan McArthur, Larry McCoy, Mike Palm

Others: Ed Geick, Megan Watson, Jennifer Crubel

Call to Order 4 PM, Chair Stelling

-

Note compliance with Open Meeting Law.

-

Approve agenda - Palm moved, McCoy seconded, passed

-

Approve minutes of August 27, 2015 Palm moved, McCoy seconded, passed

1. Treasurer Report \$3836 in bank acct + \$5K in BID account. BID is the conduit for paying Bernie Poff's bill. Palm moved to shift all but \$100 from BPAA acct to BID to pay Bernie. Seconded by McCoy. Passed.

2. Old Business:

- Mural update and related expenses – first two panels are finished at Bernie's shop in Prairie du Sac. Aldo panel and Circus wagon panel will be painted in the next two weeks. Mural dedication is on Saturday, 17 October at the CenturyLink wall at 4 PM. Signpainter/brushmaster Bob Behounek of Chicago has painted a 24x30 panel for the dedication that reads: "Painted by the people of Baraboo under the art direction of Bernie, Maggie and Sue Poff. Summer 2015." This panel will be the item that will be unveiled on the day. Baraboo Tent and Awning will bill BID for the aluminum mounting ware attached to the CenturyLink building. McCoy suggested that we add a small panel that says 'Commissioned by the Baraboo Public Arts Association.'

3.

New Business:

- Discussion of and possible action to appoint new board members – Ed Geick was nominated to join the board as Treasurer. Megan Watson was also nominated to join the board. Both agreed.

- Fundraising – There is a small shortfall for Bernie’s invoice and for the bill to come from Baraboo Tent & Awning. Stelling and McCoy discussed crowdsourcing and a donation button on the Facebook page.

- Review of current by-laws and financial report – McCoy pointed out that appointments of Watson (and McArthur) are in violation of by-laws as written. Watson resides in Portage. McArthur in New Berlin. However, both are employed in Baraboo. Moved and seconded to amend by-laws to read that directors must work in the Baraboo area.

4. Public Comments – Jennifer Crubel is enrolled in the Sauk Co. Institute of Leadership and was attending as part of a SCIL assignment.

5. Board Member Comments – McArthur made a short report/presentation on a visit to Kelly Meredith’s studio in Butternut, WI. Meredith is a muralist who specializes in portraiture. She has a funding model where community members can buy ‘face space’ on a mural design and the project is self-funding.

6. Next Meeting – To Be Determined

7. Adjournment – Palm moved, McCoy seconded.

Concluded 5:05 PM

Morgan McArthur, sec’y

Baraboo Economic Development Commission
Meeting Minutes
October 1, 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 11 of the Civic Center 124 2nd St., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.

II. Roll Call & Approve Agenda

Present: Wise, Umhoefer, Ayar, Bowers, Jelle, Palm, Stauffacher

Absent: Burgi, Alt, Huffaker, Taylor

Other: Patrick Cannon

III. Approve Minutes

Motion to approve the minutes as presented for August 6, 2015

Umhoefer (1); Bowers (2)

Aye: All via voice vote

Nay: None

Motion to approve the minutes as presented for September 3, 2015

Palm (1); Stauffacher (2)

Aye: All via voice vote

Nay: None

IV. Public Comment

No one from the public wished to make a comment at this time.

Chairman Wise thanked Ms. Stauffacher and the staff at Flambeau Plastics for the tour of their facilities.

V. Presentation and Discussion: Economic Development Partners

a. Mr. Nick Donarski, Bad Badger Engineering

Mr. Donarski was unable to attend the meeting.

VI. Old Business

A. Update on Development Activities

CDA Director Cannon gave an update on the following items:

- a. Renovation proposals regarding the old Hospital
- b. Kwik Trip project at intersection of HWY 12 and South Blvd.
- c. Capital Catalyst Loan program.
- d. Synergy Metal works building project.

B. Update on the Plan Commission and Council

Mayor Palm indicated that the City has received a grant of \$250,000 from the Wisconsin Economic Development Corporation (WEDC).

He also indicated that included in the proposed 2016 City budget was funding for an economic development position.

Mayor Palm also gave an update on the SCDC Task Force and their goals and progress. SCDC will be holding a meeting on November 4, 2015 to discuss how they would like to redirect their focus and resources.

C. Updates from economic development partners and collaborators

CDA Director Cannon gave an update on recent CDA activities

D. Update on Economic Development Plan

Chairperson Wise indicated that the plan had been presented to several organizations throughout the community. The responses were very favorable to create a strong working effort.

He also indicated that the City Council will hold its public hearing on amending the Comprehensive Plan at their November 10, 2015 meeting. He indicated that he would like to see this as a 'work plan' rather than a formal plan.

E. Update on Partner Presentation Schedule

No action was taken at this time. Ms. Burgi was unable to attend due to a prior commitment. The discussion of future presenters will take place at the next meeting.

VII. New Business

None listed

VIII. Commissioner and City Staff comments

No members wished to speak at this time.

IX. Adjournment

A motion was made to adjourn the meeting at 6:50 PM.

Bowers (1); Stauffacher (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>
November	SCORE	John Wise	Mayor Palm

Minutes of Plan Commission Meeting October 20, 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, Pat Liston and Jim O'Neill. Kate Fitzwilliams was absent.

Also in attendance were Administrator Geick, Tom Pinion, Mark Reitz, Dave Leatherberry, David and Diana Allaby, Brandon Dittberner, Todd Halvensleben, Richard Cross, and Jerome Mercer.

Call to Order

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was moved by Kolb, seconded by Liston to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by Franzen, seconded by Kolb to approve the minutes of the September 15, 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 approve a two-lot Certified Survey Map for the David A. and Deloris E. Leatherberry Living Trust for land in the City's Extraterritorial Plat Approval Jurisdiction, located on the west side of CTH A approximately ½ mile north of Crawford Street, in the NE¼ of the NE¼ and the NW¼ of the NE¼, Section 23, T12N, R6E in the Town of Baraboo, Sauk County, Wisconsin – Engineer Pinion said this is a 38-acre (±) that Mr. Leatherberry would like to subdivide a home site on that property, which the City's ET allows that to occur as part of the County's clustering program. They allow a 2-5 acre size, but the City has a maximum 2-acre size, so Leatherberry is proposing a 2-acre lot and then the Preservation Area Easement would be applied to a minimum of 33-acres or the balance of the property to conform to the County's regulations. Richard Cross stated that the CSM has been presented to the Town of Baraboo and County and both have approved it. He said that the County's approval is based upon setting aside 30 acres either on the adjoining Lot 1 shown on the CSM or on property which is a little bit south of that. He said that within one year Leatherberry will have to have approvals with jurisdictions and the selection of the easement with that. It was moved by List, seconded by Kolb with approve the CSM. Franzen questioned the placement of the easement. Cross said that the County's approval is conditioned upon one or the other position for the easement. Pinion said that although that is the County's position, the City's position is that it has to be contiguous to the lot being divided. Cross asked what the authority for that was. Attorney Reitz said that it is part of the same land division; therefore, it has to be a part of it. Cross said that in July the Commission granted Pierce an exception for a different parcel that was not contiguous. Pinion said for that it was contiguous, it is separated by a railroad right-of-way, and the County's ordinance does not recognize that as breaking contiguity. Cross said that they are separate parcels. Pinion said that County's definition is a parcel is all land under common ownership, regardless of the parcel numbers assigned to it. Cross asked Pinion if the City was adopting the County's definition. Pinion answered for the sake of contiguity, the City's conflicts with theirs; therefore, the City refers to the County's definition for contiguity. Cross said that if the County is okay with Leatherberry having an option for the easement, then apparently it doesn't conflict with their definition of contiguity. Pinion said that it does conflict with their definition of contiguity. Cross didn't agree. Pinion said that the County doesn't have a requirement of where the PRD goes; however, the City has a requirement that the CSM and the remnant from which it is carved be part of that CSM, so it would be very hard to connect a 2-acre lot with a remote 30 or 35-acre parcel that isn't part of the same CSM. Cross asked Pinion to define remote and he said not contiguous. Cross asked if this was Pinion's position with regard to the enforceability of the Extraterritorial Plat Review. Attorney Reitz answered that this is the way the City has to do it. Cross said that he knows that Reitz is familiar with the case out in Delevan. Reitz said that is the new one and didn't feel it was applicable here; however, if Cross wanted to kick this down and he could sit down with him and talk about it. Cross said that he would rather get the approval along the line of what the County has approved to get the choice so that they don't have to get involved in legal niceties; he asked what the difference is to the City whether or not it is 30 acres closer to the City or 30-acres farther away. Reitz said because the City does not want that type of cluster developments suddenly spring up that out of that same 40 acres there are 19 buildable lots, all on 2-acre parcels because separate lands were set up. Cross said that his understanding of the Delevan case, the City doesn't have the legal authority to do that, Reitz said that it could certainly be litigated. Cross said that it may have to be. Cross said that he would like the Commission to conditionally approve it with the selection of Lot 1, and give his client the opportunity to review his options and see whether or not he wanted to press forward with it. Reitz said that the motion that is on the table is that it has to be part of this same CSM, Lot 1. Liston said that he would like to withdraw his motion until Cross and Reitz could settle it. Kolb then withdrew his second.
- b. Review and approve a two-lot Certified Survey for David J. Allaby's property, located at 404 10th venue, located on the northeast corner of the intersection of Crawford Street & 10th Avenue, in the SW¼ of the NE¼, Section 35, T12N, E6E in the City of Baraboo, Sauk County, Wisconsin – David Allaby, 1505 Parkside Drive, Prairie du Sac introduced himself to the Commission. Pinion said that Allaby owns the property on the NE corner of Crawford and 10th Avenue and he is proposing to separate the existing home from the balance of the vacant property. He said the home is reported to be on a ¼-acre lot

and there would be a balance of 1.2 net acres to sell as vacant land. Pinion said the legal description for this property now, the property goes to the center of the road, so rather than a road by easement, it now will be a road by dedication. So, as a formality he is formally dedicating the 33-feet of right-of-way that is occupied by the roadway right now. Franzen asked Allaby why the west property line wasn't run all the way back to give that homeowner a slightly bigger backyard. Allaby stated he was hopefully going to use it for a garden. Franzen moved, Thurow seconded to approve the CSM as presented. On roll call for the motion, Ayes – Thurow, Franzen, Liston, O'Neill, Kolb, Wedekind. Nay – 0, and the motion carried.

- c. Review and approve a two-lot Certified Survey for the Baraboo National Bank's property, located on the southeast corner of the intersection of CHT T (Taft Avenue) and Tillberry Drive, being a Replat of Pleasant View Condominium on Lot 53 of the First Addition to Pleasant View subdivision, in the SW¼ of the SW¼, Section 30, T12N, R7E, in the City of Baraboo, Sauk County, Wisconsin– Jerome Mercer appeared on behalf of the Baraboo National Bank. He said that this CSM involves the condominium plat from ten years ago had a number of units and there are ten that are just vacant land. He said that these are duplex type condominiums and the property owners of the condominium units want to get rid of the undeveloped units because it creates problems when trying to finance what to sell because there is a difficulty in financing when there is a condominium that is almost half undeveloped. He said that the Baraboo National Bank owns the undeveloped land, so they want it separated so that they can dispose of it. Pinion said that it meets the City's land division regulations. It was moved by Liston, seconded by O'Neill to approve the CSM as presented. On roll call vote for the motion, Ayes – Franzen, Liston, O'Neill, Kolb, Wedekind, Thurow. Nay – 0, and the motion carried unanimously.
- d. Review a concept plan for a proposed residential subdivision plat on the vacant land north and east of the Rolling Meadows Subdivision for Quality Construction – Brandon Dittberner and Todd Halvensleben introduced themselves to the Commission. Pinion presented the existing plat of Rolling Meadows to the Commission. He said that Dittberner and Halvensleben are looking to expand this subdivision. He said that the City's Land Division Regulations, like most, if a developer owns more land than they intend to develop, they have to show what is intended for the balance of the land. This is a conceptual review to make sure the Commission is comfortable with the original layout before they invest in the time and dollars to take it to a formal Preliminary Plat, and ultimately a Final Plat for Phase II. Liston said that he was Mayor for part of this and he said that it seems fairly consistent with the original plat; therefore, he sees no problem with it and he feels that it is a good concept.

Adjournment - It was moved by Franzen and seconded Liston to adjourn at 5:34 p.m. The motion carried unanimously.

Phil Wedekind,
Mayor Designee