

**AGENDA
CITY OF BARABOO COMMON COUNCIL
Council Chambers, 135 4th Street, Baraboo, Wisconsin
Tuesday, December 22, 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: 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): December 8, 2015

APPROVAL OF AGENDA (Voice vote):

COMPLIANCE WITH OPEN MEETING LAW NOTED

PRESENTATIONS

PUBLIC HEARINGS

The Mayor announces that this is the published date and time to hear public comment on:

- Amendment to the City’s Comprehensive Plan, Chapter 8-Economic Development. The Baraboo Economic Development Commission (BEDC) has developed GROW BARABOO a work plan that will replace the existing Chapter 8.

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 \$_____

NEW BUSINESS RESOLUTIONS

NBR-1...Approve land lease with D & W Shaw Farms LLC for acreage at the Baraboo-Dells Airport.

NBR-2...Authorize city staff to negotiate a contract for design of a public safety/administration complex with MSA Professional Services/Zimmerman Architectural Studios.

NBR-3...Approve a benefit time leave donation policy.

NBR-4...Ratify a police labor contract for 2016 through 2018.

NBR-5...Appoint election workers for 2016-2017 term.

NBR-6...Approve purchase of 227 5th Avenue.

NEW BUSINESS ORDINANCES

NBO-1...Consider an amendment to Chapter 8 of the Baraboo Municipal code, concerning Economic Development.

COMMITTEE OF THE WHOLE

Moved by _____, seconded by _____ to convene as a Committee of the Whole for discussion of potential redevelopment of 1208 Oak Street.

Moved by _____, seconded by _____ to reconvene into regular session.

Consideration of action on 1208 Oak Street.

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 Nov. 2015 from** – Fire Dept., Treasurer

Minutes from the Following Meetings -

Copies of these meeting minutes are included in your packet:

Finance Comt. 12-8-15 Administrative Comt. 12-7-15

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

BID 11-18-15

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.

DECEMBER 2015

SUN	MON	TUE	WED	THU	FRI	SAT
20	21 SCDC PFC	22 Finance Council	23	24 Christmas Eve Offices Closed	25 Christmas Day Offices Closed	26
27	28 Public Safety	29	30 Ambulance	31		

JANUARY 2016

SUN	MON	TUE	WED	THU	FRI	SAT
					1 New Year's Day Offices Closed	2
3	4 Administrative	5 CDA	6	7 BEDC	8	9
10	11 Park & Rec	12 Finance Council	13	14	15	16

City of Baraboo Common Council Agenda

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17	18 SCDC PFC	19 Plan Library	20 BID	21 UW Campus Emergency Mgt	22	23
24	25 Public Safety	26 Finance Council	27 Ambulance	28 Arts Ad-Hoc	29	30
31						

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 12/18/2015

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, December 8, 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: Chief Schauf, Clerk Giese, Adm. Geick, members of the press and others.

The Pledge of Allegiance was given.

Moved by Ellington, seconded by Alt and carried to approve the minutes of November 24, 2015.

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

Compliance with the Open Meeting Law was noted.

PUBLIC HEARING – The Mayor opened the public hearing relative to the proposed BID assessment for 2016. No one spoke and the Mayor closed the hearing.

PUBLIC INVITED TO SPEAK –No one spoke.

MAYOR'S COMMENTS

The Mayor congratulated members of the Fire Department for years of service:

Asst. Chief Thomas Goethel for **35** years of service;

Captain Kevin Schell for **25** years of service;

Firefighter John Rago for **15** years of service;

Lt. James Carter for **10** years of service;

Lt. Michael Carbonara for **5** years of service;

Firefighter Ian Crammond for **5** years of service

CONSENT AGENDA

Resolution No. 15-91

THAT the Accounts Payable, in the amount of \$466,400.72 be allowed and ordered paid.

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

NEW BUSINESS

Resolutions:

Resolution No. 15-92

WHEREAS, the Common Council of the City of Baraboo held a public hearing in the Council Chambers at 7:00 p.m. on the 8th day of December, 2015 for the purpose of hearing all interested persons concerning the preliminary resolution and the report on the proposed assessments to be levied upon property within the District, and the estimated costs of the operating plan for the Business Improvement District, and heard all interested persons who desired to speak at the hearing;

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

The report pertaining to the proposed assessments and plans, specifications and estimated costs for the Baraboo Business Improvement District is adopted and approved. Payment of the assessments shall be made by assessing the properties benefited as indicated in the Report and that the assessments shown on the report, representing an exercise of police power, have been determined on a reasonable basis and are hereby confirmed. The assessments are due and payable interest free on or before March 1, 2016 and assessments not paid by September 1, 2016 shall become **4**

Adjournment – Moved by Thurow, seconded by Sloan and carried to adjourn. Motion carried, meeting adjourned at 6:30 p.m.

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

Public Arts Comt.	10-29-15	Police & Fire Comm.	10-19-15
Plan Comm.	11-17-15	CDA Executive Comt.	11-10-15
UW Campus Comm.	10-15-15	Library Board	10-20-15
Plan Comm.	11-17-15		

PETITIONS, AND CORRESPONDENCE -- none

CLOSED SESSION

Moved by Wedekind, seconded by Kolb and carried unanimously to adjourn to closed session per SS 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. The Council heard a report concerning police contract negotiations.

OPEN SESSION

Moved by Ellington, seconded by Petty and carried on a unanimous roll call vote to return to Open Session as per WI Stats 19.85(2) to address any business that may be the result of deliberations made in Closed Session. No action taken.

INFORMATIONAL ITEMS

ADJOURNMENT

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

Cheryl M. Giese, Clerk-Finance Director

City of Baraboo
Public Hearing on an Amendment to the Comprehensive Plan

Notice is hereby given that the City of Baraboo will hold a public hearing on December 22, 2015, at 7 p.m. in the Council Chamber at City Hall, 135 Fourth Street.

The public hearing will be held to offer interested persons a chance to comment on an Amendment to the City's Comprehensive Plan, more specifically, Chapter 8 – Economic Development. The Baraboo Economic Development Commission (BEDC) has developed GROW BARABOO: An Economic Development Workplan for the Baraboo Area, which will replace the existing Chapter 8. The Amendment is a challenge to the community to provide an exceptional quality of life to our residents; build a healthy business climate, protect our abundant natural resources; and retain the best qualities of our small town atmosphere. This Amendment is designed to be used by City officials as a policy guide for future community and economic development efforts. The Amendment is available for review at the Baraboo Public Library and at City Hall. Written comments on the Amendment should be submitted before the public hearing date to the City Administrator. All written comments will be forwarded to the City of Baraboo Common Council.

Dated this 11th day of November, 2015

Publish: November 16, 2015

Cheryl M. Giese, City Clerk

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: _____

The City of Baraboo, Wisconsin

Background: The 5 year crop lease at the Baraboo-Dells Airport expires December 31, 2015. The present tenants have asked to renew the lease and have proposed \$100 rent per acre for 132 acres. The \$100 per acre offer is in line with expected crop leases when checking Ag land rent in Sauk County with the UW Extension records. The soil is very sandy and in addition, they have crop restrictions for planting low lying crops and maintaining distances from certain airport equipment. The renewal term is for another 5 years.

The tenant has satisfied requirements in the lease pertaining to maintaining soil conditions as evidenced by the Co-op agronomist report.

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 Land Lease with D & W Shaw Farms LLC for property at the Baraboo-Dells Airport is approved.

Offered by: Administrative Comt.

Motion:

Second:

Approved: _____

Attest: _____

LEASE OF FARM LAND

THIS LEASE, originally entered into this 1st day of January, 2016, by and between the City of Baraboo, hereinafter referred to as LANDLORD, and **D & W Shaw Farms, LLC** jointly and severally, hereinafter referred to as LESSEE, agree to amendments as follows:

1. **Leased Premises:** For and in consideration of the covenants and agreements herein contained, LANDLORD hereby lets, demises and leases to LESSEE, approximately 132 acres of land in the Town of Delton, Sauk County, Wisconsin, being part of the Baraboo-Wisconsin Dells Airport, as identified and shown on the attached map, more particularly described as follows:

Land Group No. 1: 30.18 acres, more or less, being the land lying south of the grass runway and east of the main paved runway.

Land Group No. 2: 3.71 acres, more or less, being a strip of land on the South East corner connecting to Fox Hill Road.

Land Group No. 3: 15.05 acres, more or less, lying east of the grass runway.

Land Group No. 4: 49.7 acres, more or less, being all of the land lying north of the grass runway.

Land Group No. 5: 26.23 acres, more or less, being all of the lying west of parallel taxiway, north of grass strip and north of AWOS. Tenant to maintain 100' radius distance from AWOS.

Land Group No. 6: 2.72 acres, more or less, being the acreage west of the hangar area adjacent to Hwy BD.

Land Group No. 7: 4.4 acres, more or less, being the land lying south of the old fence line located south of the hangars.

2. **Term:** The LESSEE shall have the right to use and enjoy the above-described premises for the term commencing January 1, 2016 and ending December 31, 2020. It is intended that this Lease commence immediately after the expiration of the existing lease between the parties hereto, provided that the LESSEE has not committed any breach of the existing lease.

3. **Rent:** The LESSEE hereby agrees to pay to LANDLORD, the sum of \$100.00 per acre per year, payable each year in two equal installments, with payment of the first-half due on May 1 of each year and the second-half due on October 1 of each year during the Lease, with the first payment to be made hereunder on May 1, 2016. It is recognized that the payments of rent are based upon payment when due, time being of the essence, and that late payments involve additional cost to the LANDLORD for collection and bookkeeping. Therefore, if a rental installment is paid by the LESSEE later than ten (10) days after it is due, there shall be an additional charge of One Hundred and No/100 Dollars (\$100), plus the actual costs incurred by the LANDLORD in collecting said rent, including court costs, attorney's fees and legal costs.

4. **Surrender of Premises:** The LESSEE agrees that at the termination of the Lease, the LESSEE will quietly and promptly yield and surrender possession of the entire premises to the LANDLORD in as good condition as when the LESSEE took possession at the commencement of the first lease dated January 1, 2016. To determine this condition, soil samples shall be taken of the fields in November, 2020, and these samples shall be analyzed to assure that the p.h. levels are as high or higher than in November, 2015, and that Phosphorus (p) and Potash (k) are at the OPTIMUM or higher level recommended for wheat and soybeans. Based upon this evaluation, the LESSEE shall be responsible to apply needed lime (to adjust ph), phosphorus, and potash to meet those levels at the LESSEE's sole expense, to return the land to good condition. Such needed lime, phosphorus, and potash shall be applied by the LESSEE by the end of December, 2020 and if the LESSEE fails to do so, the LANDLORD may promptly take steps to perform such work, and the LESSEE shall be liable for all costs and expenses incurred by the LANDLORD in performing such work, plus an administration fee which shall be equal to twenty percent (20%) of the cost of such work.

5. **Cultivation:** LESSEE agrees to cultivate said premises using good husbandry methods, and to apply fertilizers, herbicides and pesticides according to good farming practices and to hold LANDLORD harmless for the application thereof. None of the land herein shall be placed in any Federal set aside programs.

6. **Crop Location and Height:** No crops of any kind shall be grown within 125 feet of the centerline of any runway. Crops exceeding three feet in height shall neither be grown within 300 feet of the centerline of any runway, nor within 500 feet of the south end of the main paved runway, nor within any area unless agreed upon with the City of Baraboo.

7. **Weeds:** LESSEE agrees to keep said premises free from all noxious weeds and grasses, and in the event any appear on said premises, the LESSEE agrees to destroy the same and to prevent them from bearing seed and to comply with the statutes of this State as to the time and manner of destroying same.
8. **Crops Only:** The land leased herein shall be used solely for the growing of crops. No livestock, equipment, feed, storage or other materials may be placed on the premises.
9. **Termination:**
 - a. The failure of the LESSEE to pay rent or any other charge when due is hereinafter called a "Rental Default". The failure of the LESSEE to comply with any other term or condition of this lease is hereafter called an "Other Default".
 - b. If a Rental Default occurs, this Lease shall be terminated if the LANDLORD gives the LESSEE notice to cure such default or vacate the premises on or before a date at least five (5) days after the giving of the notice and if the LESSEE fails to pay accordingly.
 - c. If Other Default occurs, this Lease shall terminate if the LANDLORD gives the LESSEE notice requiring the LESSEE to vacate the premises on or before a date at least fourteen (14) days after the giving of the notice.
 - d. No act of the LANDLORD in terminating this lease or recovering possession of the premises shall discharge the LESSEE from payment of any rent due for the remainder of the term of this lease, and LESSEE shall remain liable for all such rent and all of the damages sustained by the LANDLORD on account of any Default.
 - e. LESSEE shall remain liable for any deficiency of rent or damages to the premises if he abandons or vacates the premises before the expiration of any term or if this Lease is terminated for any breach, provided that the LANDLORD shall make reasonable efforts to re-rent the premises and all proceeds received therefrom shall be applied toward LESSEE's obligation. If LESSEE vacates or abandons, or if this Lease is terminated prior to the expiration of any term, the LANDLORD may enter to prepare the premises for the next LESSEE. Such entry, unless expressly stated to the contrary in writing by the LANDLORD, shall not be deemed a waiver or acceptance of the premises so as to release the LESSEE from liability under the provisions of this Lease and shall only be deemed an entry for the

purpose of mitigating damages. Attempts to mitigate damages need not be commenced until after the LESSEE actually vacates, whether or not the LANDLORD has prior notice of the LESSEE's intention to do so. Newspaper advertising shall not be required of LANDLORD to mitigate damages.

- f. In the event of a breach by the LESSEE, the LESSEE shall be liable for the LANDLORD's costs and expenses, including actual attorney's fees, court costs and disbursements, incurred by the LANDLORD in enforcing this Lease.

10. **Possession**: LANDLORD warrants that it is possessed of good merchantable title to the premises and that upon performance of the terms and conditions contained herein, LESSEE shall be entitled to quietly and peacefully have, hold and enjoy the said premises for the term aforesaid. However, it is understood that the farmland leased herein surrounds an open operating airport, and therefore, nothing herein shall be construed to limit the LANDLORD's use, possession and enjoyment of said airport, and to the extent that the rights of the LANDLORD and the rights of the LESSEE should conflict, the rights of the LANDLORD in the use, possession and enjoyment of the premises shall be controlling.
11. **Access**: LANDLORD agrees to permit LESSEE access to the rented premises through LANDLORD's adjacent property at all reasonable times during the term of this Lease. LESSEE agrees to repair any damage to LANDLORD's drive or yard caused by LESSEE's use of said access. LESSEE agrees not to permit the deposit of any crops, dirt or debris upon the runways, and agrees not to place or park any equipment, supplies, or materials on the runways or within 125 feet of the centerline of any runway, nor within 500 feet of the south end of the main paved runway.
12. **Right to Enter**: LANDLORD reserves the right to enter upon said premises at all reasonable times for the purpose of inspection and making repairs and improvements as it shall deem advisable.
13. **Assignment of Contract**: This contract shall not be assignable, nor any part of the premises sublet by LESSEE without the prior written consent of the LANDLORD.
14. **Mineral and Gravel Rights**: Title to all minerals or gravel on said premises shall remain in the LANDLORD and this Lease does not convey any rights thereto.
15. **Hunting Rights**: All hunting rights and privileges are reserved to the LANDLORD and this Lease does not convey any rights thereto.

16. **Insurance:** The LESSEE shall provide and carry general liability insurance providing coverage with limits of liability of not less than \$50,000 for bodily injuries or property damage as a result of any one accident. Said policy shall name the LANDLORD as an additional insured, and a copy of such policy, or certificate thereof, shall be provided to the LANDLORD. Furthermore, said policy shall contain a clause preventing termination or cancellation except upon 30 days written notice to the LANDLORD.
17. **Successful Completion of First Lease:** The commencement of the Lease shall be conditioned upon the LESSEE's compliance with all terms and conditions of the existing Lease with LANDLORD dated March 5, 2011. In the event that the LESSEE shall breach any provision of the aforesaid existing Lease, then this Lease shall not commence, and shall be immediately voidable by the LANDLORD.
18. **Land Reduction:** The LANDLORD reserves the right to remove from this Lease all or any part of the above described premises in the event that the LANDLORD determines that said premises are needed for Airport purposes. The LANDLORD shall give the LESSEE written notice of such removal at least 30 days prior to the effective date of the removal. In the event of such removal, this Lease shall continue on the unaffected land, but the rent will be proportionately adjusted. In the event there are any growing crops (except alfalfa) on the affected lands, then the LANDLORD shall pay to the LESSEE the reasonable costs and expenses incurred by the LESSEE in planting said crops.
19. **Miscellaneous Provisions:**
- a. **Liens:** This Lease shall be subject and subordinate to the lien of any mortgage now or hereinafter placed on the premises.
 - b. **Laws:** The LESSEE shall obey all lawful orders, rules, laws, regulations and ordinances of all governmental authorities having jurisdiction over the premises.
 - c. **Waiver of Default:** LANDLORD's waiver of any default shall not constitute a waiver of any prior or subsequent default.
 - d. **Garbage:** The LESSEE is responsible for the removal of all of LESSEE's garbage from the premises.
 - e. **Amendments:** This Lease shall constitute the entire agreement between the parties. Any additions, deletions or changes shall only be made with the express written consent of the LANDLORD.

- f. Notices: All notices required herein shall be in writing. Notice to the LESSEE shall be deemed given if personally served on LESSEE or deposited in the US Mail addressed to LESSEE's home address. Notice to the LANDLORD shall be deemed given if personally served on the LANDLORD or sent by US Mail (certified mail, return receipt requested), addressed to LANDLORD at Baraboo City Hall, Attn: Clerk-Finance Director, 135 4th Street, Baraboo, WI 53913.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set opposite their signatures below:

CITY OF BARABOO

By: _____
Michael Palm, Mayor

Date: _____

Attest: _____
Cheryl M. Giese, Clerk-Finance Director

Date: _____

D & W SHAW FARMS, LLC

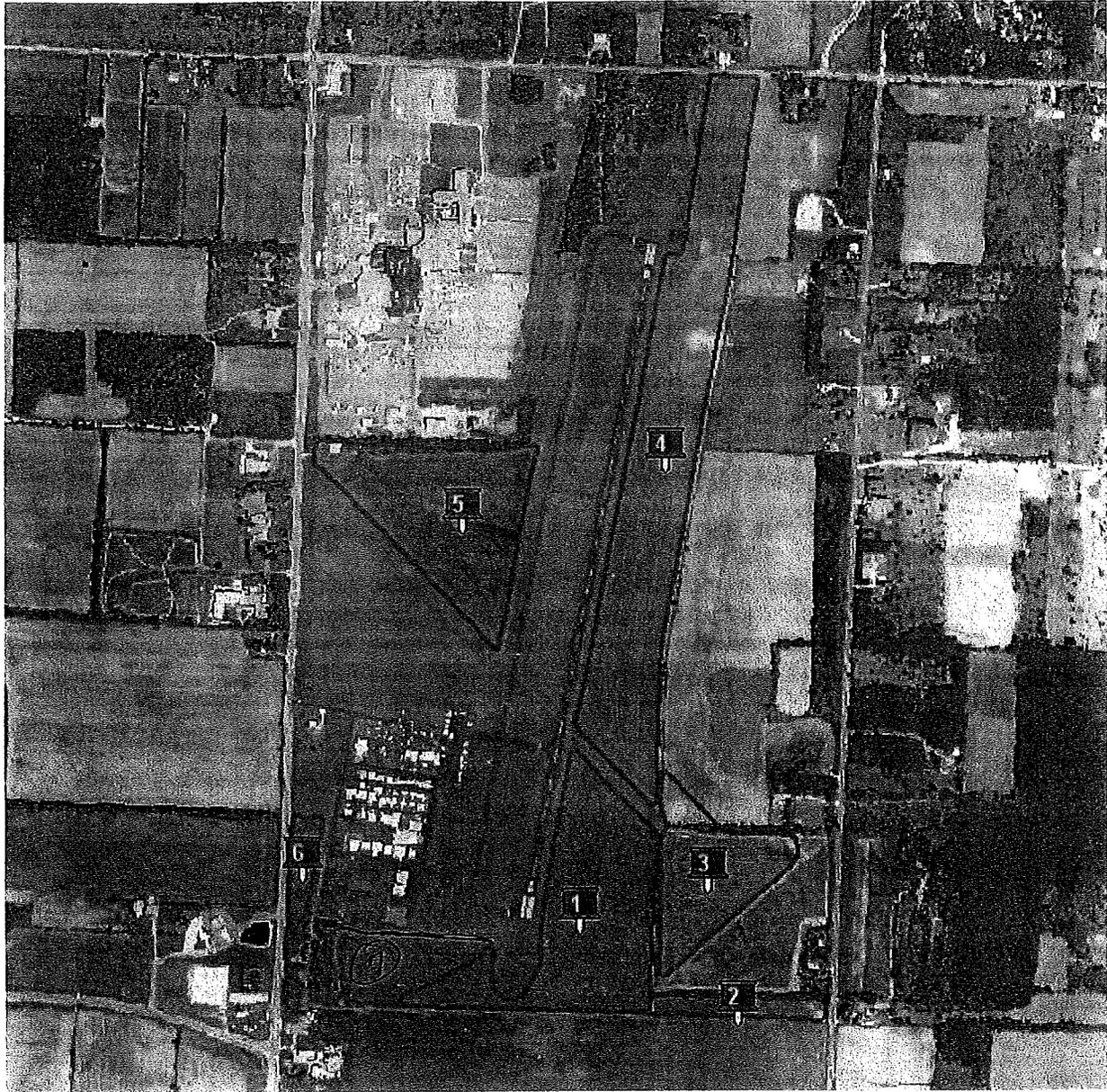
By: _____
David Shaw

Date: _____

By: _____
Wade Shaw

Date: _____

Shaw, Wade 070 - Airport (127.61ac)



1 1 (30.18ac)

3 3 (15.05ac)

5 5 (26.23ac)

2 2 (3.71ac)

4 4 (49.70ac)

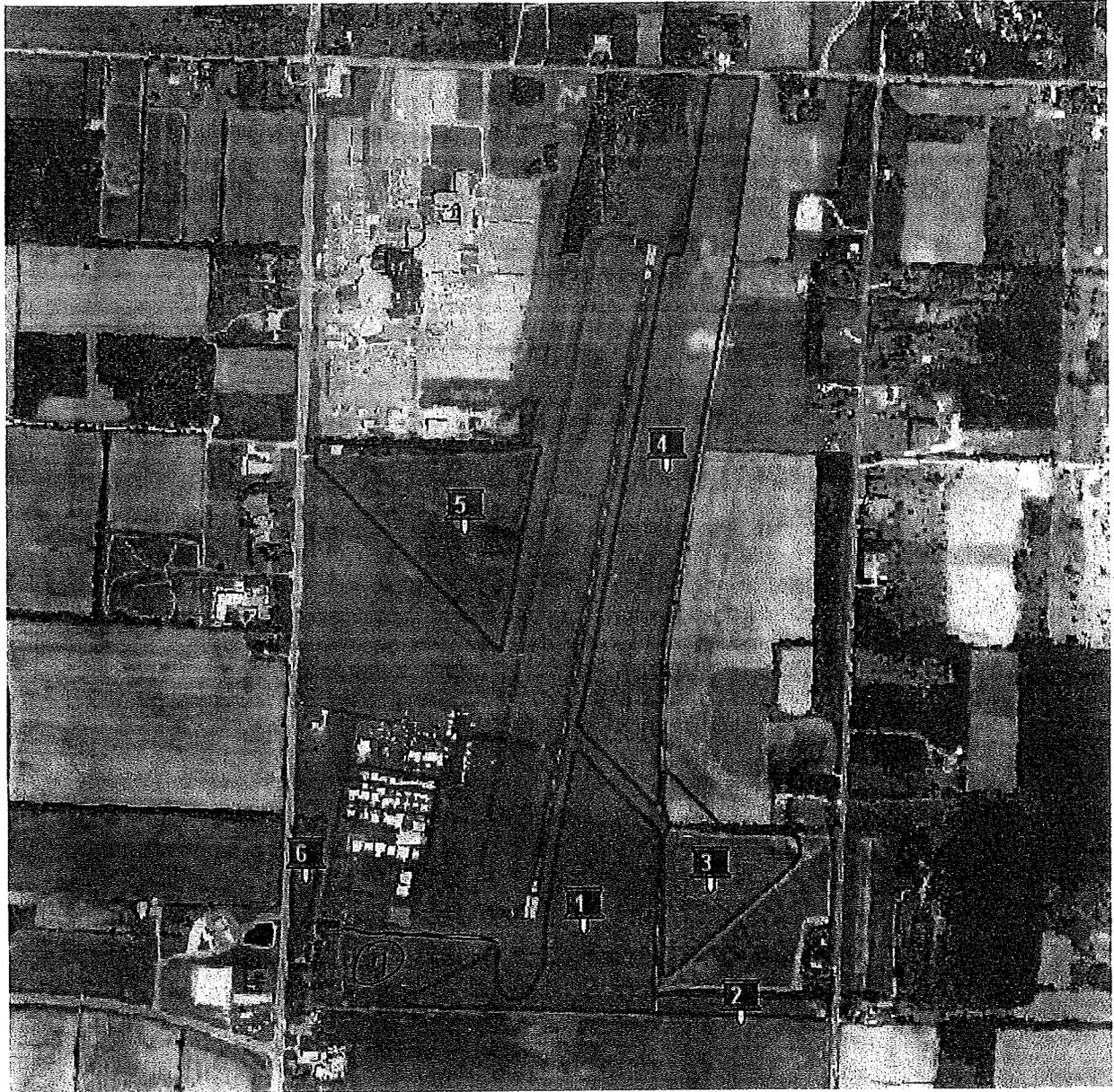
6 6 (2.72ac)

7 Added acreage 4.4acres

Total 132 acres

prepared by Coop 2012

Shaw, Wade 070 - Airport (127.61ac)



1 1 (30.18ac)

3 3 (15.05ac)

5 5 (26.23ac)

2 2 (3.71ac)

4 4 (49.70ac)

6 6 (2.72ac)

7 Added acreage 4.4acres

Total 132 acres

prepared by Coop 2012

The City of Baraboo, Wisconsin

Background The City of Baraboo has been working the past several years on the Public Safety Building project. On March 10, 2015, the Common Council directed staff to proceed with planning for a new facility to house one or more of the City’s Departments at a site in the immediate vicinity of the Civic Center. Accordingly, a Request for Proposal (RFP) for Planning and Design services for the Public Safety/Administration Building was drafted and sent to 15 architectural firms on October 16th. Six Proposals were received on November 13, 2015 and were reviewed and a shortlist of three firms was developed for subsequent interviews, which was authorized by Resolution 15-90 on November 24th. On December 10th, Ed Geick, Cheryl Giese, Pat Cannon, Mark Schauf, Tom Pinion, Dennis Thurow, and Phil Wedekind interviewed the following three firms: ADCI / Wilson Estes Police Architects; Five Bugles Design (a division of Architectural Design Group); and MSA Professional Services/Zimmerman Architectural Studios.

The purpose of this resolution is to authorize staff to provide a final recommendation of the top firm for the Council’s consideration.

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

WHEREAS, the City Council approved a Resolution on November 24, 2015 authorizing staff to interview the top three firms that submitted a Proposal,

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

NOW, THEREFORE, BE IT RESOLVED that the City Administrator is authorized to draft an Agreement for Planning and Design Services for the Public Safety/Administration Building project for the Council’s future consideration.

Offered by: Staff

Motion:

Second:

Approved: _____

Attest: _____

The City of Baraboo, Wisconsin

Background: On December 8, 2015, Finance & Personnel Committee reviewed and recommended to Council the proposed policy for employees to donate benefit time to fellow employees. This is a newly created policy which will be incorporated into the City of Baraboo Employee Policy & Procedure Handbook. City Administrator Ed Geick presented the draft policy to the Finance & Personnel committee following it's review and development with the Department Heads. The purpose of the policy is to allow an approved means for employees to donate time to other City employees who may be in need. There is no formal policy currently in place.

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

A Resolution creating a Leave Donation Policy in the City Employee Policy & Procedure Handbook.

Whereas, the Finance & Personnel Committee has reviewed this policy at their December 8, 2015 meeting and recommends the adoption of this new policy to the Common Council; and

Now Therefore be it resolved, based on the recommendation of the Finance & Personnel Committee the Common Council does adopt the new Leave Donation Policy for the City of Baraboo Employee Policy & Procedure Handbook and it shall be effective immediately.

Offered by:
Motion:
Second:

Approved: _____
Attest: _____

Leave Donation Policy

EMPLOYEE TIME DONATION POLICY FOR CATASTROPHIC ILLNESS OR INJURY

(1) INTRODUCTION

(a) This program is intended to provide financial assistance and support to regular full-time and regular part-time employees of the City who have exhausted all paid time off benefits and are unable to return to work due to a catastrophic illness or injury suffered by themselves or a family member. City of Baraboo employees may donate a portion of their earned and unused vacation or floating holiday time as a way to provide income continuation for eligible employees. The City Administrator's Office will administer this program in accordance with the procedures outlined below.

(2) DEFINITIONS

(a) Employee - An individual who is employed with the City in a regular full-time or regular part-time position, has been employed for a minimum of one year, and is eligible to use accrued benefit leave balances.

(b) Catastrophic Illness or Injury - A prolonged non-occupational illness or injury which is life threatening as determined by the program administrator and supported by medical substantiation from the employee's or family member's treating physician, and would result in the employee having to go on unpaid leave of absence or terminate their employment.

(c) Donated Leave - The amount of compensatory time, vacation or holiday time an employee donates of their accrued and unused vacation or floating holidays. Donations must be done in half day or full day increments (4.00 hours or 8.00 hours). Employees may not donate sick leave or comp time.

(d) Program Administrator - The Finance Director/City Clerk will be responsible for the administration of this program. The Payroll section of the City Clerk's office will monitor status of the donations and time used. The City Administrator must approve of all applications.

(3) PROGRAM ELIGIBILITY AND REQUIREMENTS

(a) Employment Status / Severity of Illness - An individual must be employed as a regular full-time or regular part-time employee for at least six calendar months and be eligible to utilize accrued benefit balances. An employee must be suffering from a catastrophic illness or injury.

(b) Exhaustion of Paid Benefit Balances - An employee must have exhausted all accrued and paid benefit balances before being eligible for Catastrophic Illness and Injury Time Donations. An employee or their designee may submit the required program documents prior to the exhaustion of their leave when it is anticipated that the remaining benefit balances will be exhausted as a result of the catastrophic illness or injury.

(c) Documentation to Request Donations - An employee must submit the following documents when requesting Catastrophic Illness and Injury Time Donations:

1. An Employee Time Donation Application for Catastrophic Illness and Injury
2. Physical Medical Certification

(d) Use of Donated Benefit Time - An employee who has been granted the use of Catastrophic Illness and Injury Time Donations will have the donated compensatory time, vacation or floating holidays credited to their benefit balances. An employee must utilize any available donated vacation or floating holiday hours within their statutory Wisconsin and Federal family and medical leaves. Donated leave will be subject to all tax liability associated with regular pay and shall be the responsibility of the recipient.

(e) Worker's Compensation - An employee will not be eligible for Catastrophic Injury or Illness Time Donations if they have applied for worker's compensation benefits and a determination has not been made as to their eligibility. If a determination has been made that the employee is not eligible for worker's compensation and there is no pending appeal, the employee may submit an Application for Catastrophic Illness and Injury Time Donations.

(f) Unused Donated Time - If an employee returns to work, terminates, or applies for a WRS disability retirement, the unused vacation and floating holiday hours that were donated will be returned to those employees who donated the benefit time.

(g) Status Updates - The Finance Director/City Clerk will monitor the use of donated leave under the program and will periodically require program participants to provide updates and additional medical documentation to ensure ongoing eligibility.

(h) Decisions of Program Administrator - All decisions made or actions taken by the Program Administrator, including but not limited to determination of eligibility, documentation required, or any decision or action made or taken in the administration, modification or termination of the benefits under the program are final and binding on all parties and shall not be grievable or arbitrable under any labor contract or City policy.

(i) City Right to Modify or Terminate - The City reserves the right to modify or terminate this policy at any time after providing reasonable notice to all applicable labor organizations.

(4) DONATED BENEFIT TIME

(a) Eligibility to Donate Floating Holiday - Any employees with accumulated benefit time are eligible to voluntarily donate accrued and unused Floating Holidays to an eligible employee for use under the program.

(b) Eligibility to Donate Vacation - Any employees with accumulated benefit time who are eligible at the beginning of the calendar year for a minimum of two (2) weeks of vacation are eligible to voluntarily donate accrued and unused vacation to eligible employees under the program. A City employee may not donate more than thirty-two (32) hours in a calendar year.

(c) Increment for Donations - Any vacation or floating holiday benefit time that is being donated to an eligible program participant must be in half day or full day increments (4.00 or 8.00 hours).

(d) Documentation to Provide Donation - Any employee donating vacation or floating holiday time must complete a Catastrophic Illness and Injury Time Donation form. This form specifies the type of

leave being donated, the amount of hours the employee wishes to donate, to whom the leave is being donated to, a statement certifying that the vacation or floating holiday hours are being donated on a voluntary basis, and that within limited circumstances the donation is irrevocable.

(e) Value of Donations - Donations will be done on a day for day basis. The program administrator will not be assessing the value of the donation with respect to the value it has to the program participant. The total hours donated will be credited to the appropriate benefit balance and the recipient will take the time off and be paid at their current rate of pay when the time is taken.

(f) Unused Donated Time - The Program Administrator will record the receipt of donations and will allocate the donations to the program participant on a first in, first out basis. If a program participant terminates employment or returns to work with the City prior to the exhaustion of the donated time, the remaining balances will be returned to those employees whose benefit time had not yet been allocated. These hours will be credited back to the employee's appropriate benefit balance. If the employee is unable to take the return vacation or floating holiday hours before the end of the calendar year they will be allowed to carryover those hours into the next calendar year.

(g) Maximum Donation Received - Program participants will be eligible to receive a maximum of 2080 hours of donated benefit time per illness or injury. Participation ends once an employee or family member is medically determined to be totally and permanently disabled.

(h) Earning/Use of Benefit Time While Utilizing Donations - A program participant may be eligible to earn additional benefit time when using Catastrophic Illness or Injury Time Donations. Employees will be required to utilize any eligible and earned sick leave, holiday, or floating holiday time before using the donated vacation or floating holiday hours.

(i) No Payout of Unused Donations - Program participants will not be eligible for the payout of any remaining donated vacation or floating holidays hours upon the termination of their employment with City.

(j) Remaining Vacation or Holiday Balance - If a program participant has a vacation or holiday balance at the end of the calendar year, the benefit time will be carried over into the next year.

(k) Record keeping - The City Finance Director/City Clerk or representative will maintain all records relating to the program, including the amounts of leave donated, the amount of leave used by program participants, applications for program participation, and supporting documentation.

The City of Baraboo, Wisconsin

Background The City Staff have been conducting negotiations with the Baraboo Professional Police Association (BPPA) Local No. 410 of the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA-LEER) since June. The WPPA represents the bargaining unit of our Police Patrol Officers in the City. The unit is made up of 14 officers and 4 detectives. The City and BPPA have come to terms on a tentative three year wage and benefit agreement. This agreement is subject to ratification by the BPPA membership and that is expected to take place before the end of 2015.

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

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

To approve of settlement terms for labor contract negotiations with the Baraboo Professional Police Association (BPPA) Local No. 410 of the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA-LEER) and the City of Baraboo and to authorize the Mayor, City Clerk and City Administrator to sign an amended contract based on the changes as follows:

1. Wages
 - a. In 2016 add Detective to wage chart with Patrol Officers
 - b. In 2016, create new base by rolling Education pay into wages + 1%.
 - c. In 2017 create new base by adding in shift differential and 1% or an equivalent percentage COLA as non-union employees receive.
 - d. In 2017, in conjunction with the review of the new 12 hour shift, consider a change to using an hourly wage rate.
 - e. In 2018 = 1% or an equivalent percentage COLA as non-union employees receive.
2. Article 7, Section 6, Change to a 12 hour shift
 - a. In 2016, begin a 1 year trial for the 12 hr shift for Patrol officers. This trial will begin in early January 2016 with the first payroll period or as soon after that as is practical. The terms of this will be laid out in a separate memorandum of understanding separate from the contract.
 - b. Do an assessment in 6 months
 - c. Do 2nd assessment in Oct 2016 and determine if the new shift arrangement will continue into the future.
3. Article 7, Residency
 - a. Change the residency limits to 25 mile radius from the Police Station.
4. The terms above are subject to ratification by the BPAA.

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

RESOLUTION NO. 2015 -

Dated: December 22, 2015

The City of Baraboo, Wisconsin

Background: The City is required to appoint election workers in December of odd numbered years according to State Statutes. These individuals are then called to work for elections held in the City of Baraboo. Some of these people have worked on Baraboo elections for many years and we are fortunate that they wish to serve year after year. Election workers are charged with election day responsibilities including registering voters, determining voter intent, tallying results and operating election equipment. The persons below have applied for positions as election workers and meet Statutory qualifications.

Fiscal Note: (check one) [] Not Required [x] Budgeted Expenditure [] Not Budgeted
Comments: The election wages are included in the 2016 budget and represents a \$.25 increase per hour.

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

WHEREAS, Wisconsin Statute 7.30 requires that election inspectors be named prior to December 31st of all odd numbered years.

NOW THEREFORE BE IT RESOLVED that the following election officials are appointed for 2016-2017 elections.

Election Workers

Adkins	Ann	Hanley	Mark	Peidelstein	Nancy
Allen	Karen	Hendricks	Terri	Peterson	Gwynne
Bobek	Rosemary	Herbst	Jean	Petrie	Mary
Bodette	Jacklyn	Hovde	Rebecca	Pointon	Alonna
Botham	Stephen	Hutchens	Anne	Pollard	Tom
Briggs	Judith	Jackson	Sandra	Pollard	Lila
Burton	Ann	Jauch	Robert	Rogers	Donald
Cafilisch	Craig	Jensen	Alice	Rogers	Jean
Christiansen	Stephanie	Joachim	James	Roth	Geraldine
Clingman	Suzanne	Kalepp	Margo	Sauey	Bonnie
Coorough	Robert	Kaney	Gaynold	Schiller	Ruth
Cowan	Bergene	Kelly	Nick	Schubring	Jessie
Dagnon	Nanette	Kingery	Patricia	Shogren	Raymonda
Deppe	Mary	Kingery	Vernon	Slinde	Cheryl
Dills	June	Kluge	Dennis	Smith	Yvonne
Earl	Barbara	Kluge	Marla	Smith	Dennis
Edwards	Mary	Koepp	Sherryle	Stavnaw	Marilyn
Ellis	Sandy	Konen	Janet	Steiner	Duane
Elsen	Mary Pat	Kramer	Terry	Steiner	Patte
Feld	Margie	Krueger	Geraldine	Steinhorst	Lorraine
Fletcher	John	Krueger	Jean	Sturgis	June
Frank	Charlene	Krueger	Karl	Terbilcox	Colleen
Froh	Jeffrey	Kujawa	Anthony	Thies	Judy
Gilmore	Elsie	Lombard	Andrea	Umhoefer	Aural
Goethel	Terry	Marking	Jeanne	Voltz	Marilyn
Gollmar	Helen	Moore	Sue	Waddell	Marlene
Gorsuch-Froh	Marilyn	Niles	Susan	Wick	Bonnie
Hanes	Patricia	O'Keefe	Tim	Wiegand	Victoria
Hanke	Delorice	Otis	Linda		

Board of Canvassers

Cody Thiede

Lori Laux

Mary Petrie

Tabulator Alternates

Cheryl Giese

Lori Laux

Christina Bryant

Brenda Zeman

Mary Klingenmeyer

FURTHER, that the election worker wages be set at \$9.00 per hour for election inspectors and \$10.00 per hour for chairpersons effective January 1, 2016.

Offered by: Staff

Motion:

Second:

Approved: _____

Attest: _____

RESOLUTION NO. 2015-

Dated: December 22, 2015

The City of Baraboo, Wisconsin

Background The City is interested in expanding available parking in the downtown area. The owner of the property at 227 5th Ave., Fred Lochner, approached the City about the purchase of that property. An appraisal of the property was done and the value was \$120,000.

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

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

To approve an offer to purchase for 227 5th Ave. for an amount not to exceed \$120,000 and to authorize the Mayor, City Clerk and City Administrator to sign the appropriate documents to complete this transaction.

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

Approved: _____
Attest: _____

The City of Baraboo, Wisconsin

Background: Pursuant to Section 66.1001 of the Wisconsin State Statutes, the City of Baraboo adopted a Comprehensive (Smart Growth) Plan on July 12, 2005.

Communities can amend their Comprehensive Plan from time to time.

The Baraboo Economic Development Commission (BEDC) has been working on updating our Community and Economic Development Plan over the last couple of years.

The outcome of their efforts is a document entitled: GROW BARABOO: An Economic Development Workplan for the Baraboo Area, which they hope will be approved as an amendment to the City's Comprehensive Plan.

The GROW BARABOO plan is a challenge to the community to provide an exceptional quality of life to our residents; build a healthy business climate, protect our abundant natural resources; and retain the best qualities of our small town atmosphere. It is designed to be used by City officials as a policy guide for future community and economic development efforts.

The GROW BARABOO plan was introduced to the Plan Commission on August 18th meeting by Greg Wise, the Chair of BEDC and subsequently to the Common Council. The Plan was positively received and BEDC was encouraged to complete the plan.

The final GROW BARABOO plan was reviewed by the Plan Commission at their November 17th meeting and they forwarded it to the Common Council with a recommendation to approve it as an Amendment to the City of Baraboo's Comprehensive Plan. The requisite public hearing is scheduled for December 22, 2015.

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

An Ordinance amending the Comprehensive Plan of the City of Baraboo, Wisconsin.

WHEREAS, pursuant to Section 62.23(2) and (3) of Wisconsin Statutes, the City of Baraboo is authorized to prepare and adopt a Comprehensive Plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of Wisconsin Statutes, and

WHEREAS the Common Council of the City of Baraboo has adopted and followed written procedures designed to foster public participation in every stage of the preparation of a Comprehensive Plan as required by Section 66.1001(4) (a) of Wisconsin Statutes, and

WHEREAS the Plan Commission of the City of Baraboo, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the document entitled *CITY OF BARABOO COMPREHENSIVE PLAN*, containing all of the elements specified in Section 66.1001(2) of the Wisconsin Statutes, and

WHEREAS the City of Baraboo has held a public hearing on this ordinance, in compliance with the requirements of Section 66.1001(4)(d) of Wisconsin Statutes, and

WHEREAS the Common Council of the City of Baraboo, Wisconsin, does, by enactment of this ordinance, formally adopt the document entitled, GROW BARABOO: *CITY OF BARABOO COMPREHENSIVE PLAN*, as an Amendment to the Comprehensive Plan, pursuant to Section 66.1001 of the Wisconsin State Statutes.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF BARABOO DOES HEREBY ORDAIN AS FOLLOWS:

1. THE CITY OF BARABOO COMPREHENSIVE PLAN dated June 2005, is hereby Amended as follows:

Chapter Eight – Economic Development is repealed and replaced with GROW BARABOO: An Economic Development Workplan for the Baraboo Area, which is on file in the offices of the City of Baraboo together with its appendices.

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 _____ of January, 2016 and is recorded on page _____ of volume ____.

City Clerk: _____

Memo City Administrator



To: Finance Committee
From: Ed Geick
Subject: 1208 Oak St, Old Ringling Hospital
Date: December 2, 2015
CC: Mayor and Other City Council Members, Department
Directors, Sauk County: Todd Liebman, Elizabeth
Geoghegan, Brentt P Michalek

Over the past two years there have been numerous break-ins at the old Ringling Hospital at 1208 Oak St. The City has spent about \$10,000 in time and materials to board up the old building and keep it secure. The Police Department has also been involved with some juveniles who were in the building. The Sauk Co. Health Department did an inspection on the building at our request earlier this year. The building is dangerous because of the broken glass, mold, no lighting and general deteriorating condition. We have been lucky so far and no one has been hurt in the building; but it's only a matter of time because we just had another break-in over the Thanksgiving time.

Because the property ownership is in limbo due to the State holding the property as trustee, we have not been able to do much to resolve the problems with this neighborhood eyesore. City Staff has tried to rekindle development of the old building as well. Over the past six months we have also worked with MadRep to make contact with four Madison area developers who have experience with redeveloping such properties. All of those efforts have failed because the property does not qualify for any historic tax credits that could help underwrite a housing project. Even though the property is in a TID we can't generate sufficient money in that TID to raise the \$1.5 million that developers say is needed to make the project worthwhile.

City Engineer Tom Pinion and I have had ongoing conversations with the Wisconsin Department of Natural Resources and WEDC over the past year trying to find some ways to resolve the issue or remove the building. I have attached to this memo a concept plan for how the City can work toward removal of the building. The goal after removing the building would be to sell the lots for about three single family homes. This plan is not conceived to be a money maker because the cost of removing the building is so high, now approaching \$500,000. The estimated cost for the City's share in this project will be in the \$150,000 +/- depending on how cost sharing on the grants is finally determined. Funding for this would be a loan from TID 6.

This concept plan is being presented to the Finance Committee with the hope of garnering sufficient support so that we could move onto more detailed discussions with the WDNR, the Department of Administration and Sauk County so that we can acquire the property and clean it up. We will also need the cooperation of Sauk County in working out a solution to this problem because they will very likely have to be the pass through agent for property ownership.

Ed Geick

Concept Plan for the Cleanup of 1208 Oak St, Baraboo

Background

This is the site of the former St. Mary's Ringling Memorial Hospital. The original structure was built in 1898 and was the home of Della Ringling. In 1922, the home was donated to the Sisters of St. Mary's who converted it to a 25-bed hospital that was opened in November of 1922. In 1945, a three-story addition was built and the shortly thereafter the original Ringling Home was demolished. The Hospital remained in operation until 1963 when St. Clare Hospital was opened. In 1964, the Sisters of St. Mary's converted the former hospital to a nursing home, St. Mary's Ringling Manor, which was licensed for 71 residents. After the nursing home was closed, it became a convent for the Franciscan Sisters of St. Mary's, until 1997 when the building closed for good. It remains empty today.

In 2004, the property was purchased by a private developer who proposed to convert the building to a senior housing project in 2007. Unfortunately, the developer was unable to follow through and he has since passed away. The property was part of an LLC that was later escheated to the State upon closure of the deceased's estate since there were no heirs, successors, or assigns. Property taxes have gone unpaid since 2008 so the County has accumulated approximately \$73,000 in delinquent taxes at this time. The State has done nothing to care for the property in the intervening years and it has been up to the City to secure the property from vandals. The City has invested approximately \$10,000 to secure the property, mow and trim brush over the last 8 years. The property has been without power and water for approximately 10 years. The dilapidated condition of the building has become an attractive nuisance and an eyesore in the neighborhood.

The City has repeatedly solicited developers in an effort to find one that would revive the prior project plan to convert the property to a senior housing facility but has been unsuccessful to date. Of the developers that reviewed this prospective project, most cite a need for the City to underwrite approximately \$1 - \$1.5 million of the project cost. The property is in TID #9, which was created in 2007; however, since the property value has declined, the TID is already "upside down", which only reduces any developer incentive that may be available. This property is in an older section of Baraboo that is well known for its large 2 story homes Victorian style homes.

Proposal

1. The City would acquire title to the property on the condition that grants would be available to assist with environmental assessment, cleanup, and demolition of the existing structure. The State WDNR and WEDC have agreed in concept to this approach. (Title can be obtained through the County via a tax foreclosure or the City can petition the Circuit Court for title to the property.)
2. The City would work with WDNR to obtain a grant(s) for asbestos removal as noted in #1. According to the Phase 1 ESA completed in 2008, there are no other environmental issues suspected on the property. A site assessment grant from WDNR would be used to clarify any further issues.
3. WEDC would be asked to assist with a grant for demolition.

4. The City would take bids from private contractors to have the building razed.
5. Before building demolition, the City would remove any items that are deemed to have a salvage value or historic value.
6. The City would create approximately three single-family residential lots that would be sold to the public at the fair market price. The sale of the lots could include a requirement to build a single-family home that would fit into the character of the neighborhood.
7. The funding for the City’s share of this project would come from a TID 6 donation to TID 9. The sale of the lots would be used to repay a portion of the costs to TID 6.
8. The WDNR has agreed in to lend their assistance to City in its quest to acquire title to the property. The process for handling escheated properties is confusing and not well established in procedure. The WDNR reportedly has knowledge of several other properties in this same sort of legal “bind” and they recognize the need to resolve this issue. In 2014 Mark Bromley, Assistant Attorney General, provided the following guidance relating to the acquisition of this the property to a prospective “developer”: Your rights would be subject to all the outstanding real estate taxes unless you can work something out with the City and County. If you obtain ownership of the LLC, you can then apply to the Department of Revenue’s Unclaimed Property Section for release of its custody of the LLC.
 - a. Baraboo Luxury Apartments, LLC (BLA) owns the land and building you want to own.
 - b. BLA owes real estate taxes of about \$55,000 (that was then, the current amount is \$73,000). Those taxes have a first-lien position on the real estate.
 - c. BLA was administratively dissolved August 7, 2013.
 - d. Custody, but not ownership, of the BLA LLC (not the land or building) transferred to the Wisconsin Department of Revenue by oral order of the Dane County Court on May 23, 2014
 - e. Administrative dissolution of an LLC does not end its legal existence. Wis. Stat. Section 183.0903. The LLC cannot continue doing business but may take all steps necessary to winding up its affairs. That includes the right to transfer any property it owns. Those steps may be taken by any authorized member or manager, or by the circuit court for Sauk County.
9. Cost Estimate for this project:

a. Survey and Sampling for Asbestos and Lead =	\$ 22,500
b. Using A&A’s (\$4.00/sf) estimate for lead and asbestos removal =	\$200,000
c. Using Beaver Wrecking’s estimate for razing the structure =	\$175,000
d. Tipping Fee’s for garbage - approx.100 tons x \$75.00 =	\$ 7,500
e. Cost for crushing rubble - (+/-8,000)tons x \$5.00/ ton =	\$ 40,000
f. Topsoil/Seed/Fertilizer/Mulch (\$3.500/sy) =	\$ 15,000
g. Contingency =	<u>\$ 40,000</u>
Total Estimated Cost =	<u>\$500,000</u>

10. Prospective Funding Sources for the project:

- a. Wisconsin Assessment Monies (WAM) to Update Phase I ESA: \$ 30,000 max; (100% Grant)
- b. Ready for Re-use Loan for Asbestos/Lead Abatement: \$ TBD (Load)
- c. Site Assessment Grant (SAG) for demolition: \$150,000 max; (50% Grant)
- d. TID #6: \$ TBD
- e. Sale of 3 Residential Lots: \$ 75,000

11. It would be critical to the project success for the County to forego the taxes owed (+/- \$73,000) because there is no possibility of the City recouping its investment in this property. This amount could count toward the required local match to the SAG.

St. Mary's Ringling Hospital
Proposed Site Assessment and Cleanup Plan

This plan was drafted by: [Barry Ashenfelter](#) Program & Policy Analyst – Remediation and Redevelopment/AWARE, Wisconsin Department of Natural Resources. Phone: (608) 267-3120. barry.ashenfelter@wisconsin.gov on 7-21-14

1. **IGA:** DNR enters into IGA with City or County
 - a. Outlines assistance to be provided by DNR (and possibly WEDC)
 - b. Describes process and timeline by which the City/County will take title to the property in order to receive LGU exemption
 - c. Outlines responsibilities if contamination is found under the building or elsewhere on the property
 - d. Describes post cleanup actions: Proceeds from sale to repay R4R loan
2. **Phase I:** DNR completes updated Phase I with WAM, while City/County work to take title – including county agreement to expunge delinquent taxes.
3. **Acquisition:** City/County acquires the property within 180 days of completed Phase I to meet AAI requirements.
4. **Asbestos Abatement/Demo:** LGU owner receives up to \$150,000 in SAG for demolition in order to complete the assessment, as well as a Ready for Reuse loan for asbestos and lead abatement prior to demolition.
 - a. Match for SAG: WAM, Ready for Reuse, cancellation of back taxes, any funding the City/County pitches in for demo or commits to cleanup
 - b. The case for funding:
 - i. Demo is necessary to complete assessment under the building
 - ii. No identified owner, property in legal limbo (a truly abandoned property)
 - iii. Detriment to community- public health and safety hazard, drain on neighborhood property values, opportunity cost/loss of doing nothing.
 - iv. City is open to various development opportunities, one of which is multiple high-end single family homes to protect/increase neighborhood property values, as well as potential business opportunities
5. **Phase II:** DNR completes Phase II with WAM after demolition
6. **Cleanup:** Based on findings in Phase II, cleanup occurs according to the agreed upon terms in IGA. Ready for Reuse loan funding may be provided.
7. **Redevelopment:** City sells the property for residential development and repays the Ready for Reuse loan.

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

Incident Responses	November	Year to Date	Totals	Year to Date	Percentage
	2015	2014	2014	2015	Increase/Decrease
Fire, Other	0	4	4	4	
Building Fire	1	8	9	12	51 Fire 15.89%
Fire in Mobile Home used as a Fixed Structure	0	0	0	0	89 Rescue 27.73%
Fire in Structures other than Building	0	0	0	1	6 Haz Mat 1.87%
Cooking Fire	1	4	5	7	53 Alarm 16.51%
Chimney Fire	0	2	2	0	106 Other 33.02%
Vehicle Fire	0	10	10	10	16 Mutual Aid 4.98%
Wildland Fire	0	6	6	11	
Trash or Rubbish Fire Contained	0	0	0	0	
Outside Rubbish, Trash or Waste Fire	0	0	0	2	39 Fire 11.44%
Dumpster or other Trash Receptacle Fire	0	3	3	4	88 Rescue 25.81%
Outside Storage Fire	0	0	0	0	22 Haz Mat 6.45%
Outside Gas or Vapor Combustion Explosion	0	0	0	0	65 Alarm 19.06%
Medical Assist	0	17	18	17	114 Other 33.43%
Vehicle Crash	5	52	55	61	13 Mutual Aid 3.81%
Motor vehicle/pedestrian crash	0	0	0	2	
Search for Person on Land	0	3	3	0	
Extrication of Victim(s) from Building/Structure	0	0	0	1	
Extrication from Vehicles	0	3	3	4	
Extrication, Other	0	3	3	1	
Elevator Rescue	0	1	1	0	
Water/Ice Rescue	0	1	1	0	
High Angle Rescue	1	4	4	3	
Hazardous Material	1	15	18	5	
Carbon Monoxide Incident	0	4	4	1	
Hazardous Call, Other	3	24	26	20	
Vehicle Accident - General Cleanup	0	4	4	8	
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	1	3	3	7	
Public Service	0	16	16	6	
Unauthorized Burning	0	5	5	5	
Authorized Burning	0	1	1	1	
Good Intent Call	1	36	37	36	
Dispatched/Cancelled	1	20	22	16	
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	2	38	39	34	
Carbon Monoxide Alarm	2	17	21	15	
Lightning Strike	0	0	0	0	
Severe Weather Standby	0	0	0	0	
Mutual Aid - City	0	8	10	8	
Mutual Aid - Rural	1	3	3	8	
Totals	20	320	341	321	-0.63%
		-1	-1	-4	Exposure Fires
		319	340	317	Total Incidents
Incident Responses by Municipality	Total Incidents	Percent			
City of Baraboo	14	70.00%	177	55.14%	
Village of West Baraboo	1	5.00%	30	9.35%	
Town of Baraboo	1	5.00%	70	21.81%	
Town of Fairfield	3	15.00%	19	5.92%	
Town of Greenfield	0	0.00%	7	2.18%	
Town of Sumpter	0	0.00%	1	0.31%	
Mutual Aid - City	0	0.00%	8	2.49%	
Mutual Aid - Rural	1	5.00%	9	2.80%	
Totals	20	64000.00%	321	100.00%	Exposure Fires
			-4		Total Incidents
			317		

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

Fire Inspections	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec
City of Baraboo	28	54	163	182	176	186	16	64	124	103	177	
Village of West Baraboo	107	24	7	5	5	5	37	46	3	0	1	
Town of Baraboo	3	0	0	2	0	30	13	2	0	0	3	
Town of Fairfield	0	0	0	0	2	6	0	0	0	1	0	
Town of Greenfield	0	0	0	0	0	2	4	2	0	0	3	
Town of Sumpter	0	0	0	0	0	1	0	0	0	0	0	
Totals	138	78	170	189	183	230	70	114	127	104	184	0
								Total Inspections Year to Date				1587

Fire Prevention Education - Current Month	Number of Activities	Number of Adults	Number of Children	Total Participants	
Fire Extinguisher and Fire Safety Training	2	91	0	91	
Fire Safety Presentations	3	11	63	74	
Fire Safety House Training	0	0	0	0	
Other (Open House, Safety Fair, etc.)	0	0	0	0	
Grand Totals	5	102	63	165	
			Total Fire Safety Contacts Year to Date		3152

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

Bank Balance			Bank																	Grand Total			
BANK INVESTMENTS	Type	Fund	Account	Term	Maturity	Rate	BNB	BMECU	LGIP	WF	CFB	SUM	BWD	PDS	FBB	RCB	CLARE	WCCU	ICB	CCF	FICA	SCHWAB	Grand Total
Airport	Cert of Deposit	630	7058859	18 months	10/16/1	0.95%	50,591.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,591.63
Alma Waite Account	NOW account	820	104502957	Daily		0.49%	65,591.73	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	65,591.73
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	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	100,000.00
			19226	36 months	4/17/16	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	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	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	160,000.00
	Investment Pool	820	856206-3	Daily		0.14%	0.00	0.00	6,764.57	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	6,764.57
	Dana Investment	820	3694-7092	(blank)	(blank)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	250,000.00
CDA-Grant Accounts	Checking	220	1000934/1146394	Daily		none	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
CDA-Loan Accounts	(blank)	983	(blank)	(blank)	(blank)		92,028.96	0.00	210,538.28	0.00	96,704.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399,272.14
Fire Benefit Fund	Investment	900	99	Daily		0.08%	0.00	647.93	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	647.93
	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	90,676.27	0.00	0.00	0.00	0.00	90,676.27
Fire Equipment fr/Airport	Cert of Deposit	420	27481	24 months	4/25/16	1.00%	0.00	0.00	0.00	50,754.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,754.44
Fire Equipment Fund	Cert of Deposit	420	3833139	36 months	12/5/15	1.00%	0.00	0.00	0.00	0.00	0.00	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	126,889.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126,889.58
			27677	36 months	8/26/17	1.05%*	0.00	0.00	0.00	126,315.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	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	125,756.16	0.00	0.00	0.00	0.00	125,756.16
	Dana Investment	420	3694-7092	(blank)	(blank)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	200,000.00
Friends of the Library	Savings	940	103035891	Daily		0.10%	11,677.14	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	11,677.14
General Cash Account	Checking / NOW	100	1000306/9830	Daily		0.04%/45	1,604,712.02	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	1,604,712.02
General Fund	Money Market	100	908-640	Daily		0.15%	0.00	0.00	0.00	98,125.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,125.10
			86190136	Daily		0.17%	0.00	0.00	0.00	0.00	516,606.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	516,606.24
			163563	Daily		0.15%	0.00	0.00	0.00	0.00	0.00	103,421.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103,421.92
			7481010	Daily		0.55%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	632,248.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	632,248.25
			202718610	Daily		0.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	631,552.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	631,552.96
			471582	Daily		0.30%	0.00	0.00	0.00	0.00	0.00	0.00	285,676.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	285,676.24
			10080968	Daily		0.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	640,352.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	640,352.87
			525450	Daily		0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493,117.89	0.00	0.00	0.00	0.00	0.00	0.00	493,117.89
			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	416,481.31	0.00	0.00	0.00	0.00	0.00	416,481.31
			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	77,669.51	0.00	0.00	0.00	0.00	77,669.51
			20032292	Daily		0.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	447,371.82	0.00	0.00	0.00	447,371.82
	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	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	150,000.00
			3838853	36 months	12/12/16	1.15%	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			27482	24 months	4/25/16	1.00%	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			54962-24619	30 months	9/20/17	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00
			6267661	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	100,000.00
			3846829	27 months	9/12/17	1.00%	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			40029949	36 months	6/5/18	1.25%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	150,000.00
			54962-25192	36 months	10/22/18	1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00
	Investment Pool	100	856206-1	Daily		0.14%	0.00	0.00	55,458.04	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	55,458.04
	Deposit Placeme	100	10479111271	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	505,275.62	0.00	505,275.62
			10090886	Daily		0.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,926.55	0.00	0.00	0.00	0.00	0.00	0.00	7,926.55
	Dana Investment	100	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	1,325,000.00	1,325,000.00
General Fund-Bond Issue	Money Market	100	104557859	Daily		0.14%	211,661.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211,661.20

TREASURER'S INVESTMENT REPORT for November 2015

		Average Rate of Return on Current Deposits				Benchmarks:	
Total Receipts:	1,735,328.02			Avg Term		LGIP	0.14%
		General Funds:		12.7 M	0.48%		
		Utility Funds:		17.4 M	0.57%	90-day T-bill:	0.21%
Total Disbursements:	1,072,189.70	Segregated Funds:		37.1 M	0.90%		
		All Funds:		18.4 M	0.57%	6M CD:	0.25%
				Liquid:	57%	12M CD:	0.54%
				Term:	43%	18M CD:	0.56%

Policy Objectives:

- Safety: ▪ \$3,000,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.
- Liquidity: ▪ Investing in CD's when good rates are available.
- Yield: ▪ Yields are steady.

TRANSACTIONS

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
(1)	NONE										

INVESTMENT ADVISOR TRANSACTIONS

#	Action	Type	Identification	Price	Rating	Note	Term/WAI	Maturity Date	Yield to Worst Yield - Maturit	Amount	Interest
(1)	BUY	FMAC	3134G76G1	99.9260	AA+ / Aaa	Callable quarterly	2.5 year	5/17/2018	1.05%	200,000.00	Semiannual
	Comments:										
(2)	BUY	SBA	509684	105.8125	NR	Prime -1.25bps Monthly reset	6.59 yrs 10% prepay	6/25/2040	1.01% / 2.0%	\$197,408.57	Monthly P&I 84 days
	Comments: Regular principal repayments, rate adjusted monthly										

* Current coupon

Members Present: Petty, Sloan and Thurow

Absent: none

Others Present: C. Giese, E. Geick, T. Pinion 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 Sloan, seconded by Thurow to approve the minutes of November 24, 2015. Motion carried unanimously.

Accounts Payable – Moved by Thurow, seconded by Sloan to recommend Council approval of the accounts payable for **\$466,400.72**. Motion carried unanimously.

BID Assessments – The BID assessment is unchanged from the preliminary report. Moved by Sloan, seconded by Thurow and carried to recommend to Council for action.

1208 Oak Street – Ed Geick explained the concept plan for resolving the vacant building at 1208 Oak Street. Since the building is post 1936 the building does not qualify for tax credits which would be highly desired by potential developers. There are some features such as stained glass windows that might be recovered, but most of the building has been vandalized and there is not much salvage value. The neighborhood is asking for something to be done with the building. The roof is beginning to leak and things won't last much longer. Ald. Petty questioned other possible uses for the building and the only suitable use for the property is residential, after razing the building. The Committee in general recommends that the building be razed and the property become available for redevelopment. The Committee recommends that this item be discussed at a future Council meeting.

Employee Handbook – The Committee reviewed a proposed policy for employees to donate benefit time to fellow employees. Moved by Thurow, seconded by Sloan to recommend the proposed policy to Council.

Committee Comments: None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn. Motion carried, meeting adjourned at 6:23 p.m.

Cheryl Giese, Clerk-Finance Director

Present: Ellington and Alt

Absent: Robkin

Also Present: Mayor Palm, Mary Klingenmeyer, Adm. Geick, Chief Schauf, and Media

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

Moved by Alt and seconded by Ellington and carried to approve the minutes of November 2, 2015. Motion by Ellington, seconded by Alt to approve the agenda and carried unanimously.

Airport Operations: Giese included a written monthly report in the Agenda packet. Klingenmeyer noted specifically the property acquisition of the Coolidge Property. The Closing occurred in November. The property will be rekeyed December 11, 2015. The FAA is investigating the crash that occurred the week of December 1st. Klingenmeyer also reported remaining funds in the 2015 budget.

Facility Naming Policy: Adm Geick reviewed the proposed policy that had been recommended by the Parks and Recreation Commission and creates a policy for naming facilities or allowing advertising on city property. Moved by Alt, seconded by Ellington to approve the Policy and recommend referral to the Council. Motion carried.

Open Liquor Licenses: The Committee reviewed the proposed policy language for prioritizing vacant liquor license applications. Klingenmeyer noted Cheryl Giese and Atty. Reitz reviewed the matter and agreed the \$10,000 is not a license fee; but rather, an application fee. That distinction defines it as a one-time fee. Moved by Alt, seconded by Ellington to approve the language and refer the Policy to the Council. Motion carried.

Baraboo Country Club-noise: A Town of Baraboo resident complained about the noise of mowers operating at 5:30 a.m. at the Baraboo Country Club during the 2015 Season. City Codes prohibit the operation of equipment before 6:30 a.m. The Committee directed Adm. Geick to contact Clint Hutchens, BCC Pro/Mgr to attend the January meeting to discuss a special exception to the Code. An exception may be possible because the business is seasonal, but Mr. Hutchens must be in attendance.

Farm Land Lease-Airport: Klingenmeyer noted for Giese that the rent per acre offered by Shaw's increased from \$85 per acre to \$100 and she had completed comparisons. It was noted that Shaw's are excellent tenants, and they would like to renew the lease. Giese would recommend approval. Moved by Alt, second by Ellington to approve the recommendation and refer the Resolution to Council. Motion carried.

Member Comments: Alt noted the e-mail received from Gail Sumi of the League of WI Municipalities regarding property rights. He would like a reply to the Legislature. He will be requesting the item be placed on a future Council Agenda at the December 8, 2015 meeting. Ellington noted he will be attending a Drug Task Force meeting at St. Clare Hospital on December 8, 2015.

Next meeting is to be held January 4, 2016 at 12 p.m.

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

Mary K. Klingenmeyer
Deputy Treasurer