

**AGENDA**  
**CITY OF BARABOO COMMON COUNCIL**  
**Council Chambers, 135 4<sup>th</sup> Street, Baraboo, Wisconsin**  
**Tuesday, June 28, 2016, 7:00 P.M.**

Regular meeting of the Common Council, Mayor Palm presiding.

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

*Notices sent to City Staff and Media:* Atty. Bolin, 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, *Jeffery Shimon, Jessica Pichler, Laura Stanek, Cheryl Giese*

**CALL TO ORDER**

**ROLL CALL AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF PREVIOUS MINUTES** - (Voice Vote): June 14, 2016

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

**COMPLIANCE WITH OPEN MEETING LAW NOTED**

**PRESENTATIONS**

City Forester, Mike Hardy will speak about Emerald Ash Borer.

**PUBLIC HEARINGS**

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

**MAYOR'S COMMENTS** - The Mayor would like to congratulate the following City Employees on their anniversaries:

- City Clerk/Finance Director Cheryl Giese on 20 years
- Police Officer Jessica Pichler on 15 years
- Police Officer Jeffery Shimon on 10 years

**CONSENT AGENDA** (roll call)

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

CA-2...Confirm the Mayor's appointments of the following:

- Laura Stanek to the Baraboo Business Improvement District (BID) Board serving until April 30, 2019.
- Stuart Koehler to fill the unexpired term of Gene Robkin on the Community Development Authority (CDA) Board until November 14, 2018.
- Anthony Kujawa to the Library Board serving from July 1, 2016 to June 30, 2019

CA-3...Authorize City Treasurer to write off \$1035.75 of uncollectible accounts.

CA-4...Authorize purchase of replacement box for truck#8 in the amount of \$38,990.

**NEW BUSINESS RESOLUTIONS**

NBR-1...Accept Compliance Maintenance Annual Report for Wastewater Plant for 2015.

NBR-2...Authorize resolution awarding the sale of \$5,480,000 General Obligation Corporate Purpose Bonds, Series 2016A.

NBR-3...Authorize Proposal for Asbestos Abatement at 212 14<sup>th</sup> St. from Airtite Environmental Services, LLC in the amount of \$7,240.

NBR-4...Approve the one-lot Certified Survey Map prepared by MSA Professional Services for the City-owned land on the northeast corner of South Blvd. and Lynn St. that includes dedication of land for the Lynn St. right-of-way.

**MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS**

**REPORTS, PETITIONS, AND CORRESPONDENCE** - The City acknowledges receipt and distribution of the following: **Monthly Reports for May, 2016 from** – Treasurer, Fire Dept., & Police Dept.

**Minutes from the Following Meetings –**

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

Finance	5-24-16	Administrative	6-6-16
Public Safety	5-2-16, 5-31-16	Public Safety Bldg Stakeholders	5-19-16

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

BID	5-18-16, 6-15-16	Emergency Mgmt.	5-26-16
District Ambulance	4-27-16	CDA Loan Review Comt.	6-7-16
CDA Board	6-7-16	BEDC	6-2-16
Emergency Management	5-26-16	Board of Review	5-23-16
Library Board	5-17-16	Plan Commission	5-17-16
Parks & Rec Comm.	5-9-16	Outdoor Recreation Plan	4-7-16
Recreation Bicycle Route	4-11-16	Police & Fire Comm	4-18-16, 5-16-16, 6-8-16

**Petitions and Correspondence Being Referred**

**INFORMATION**

**ADJOURNMENT** (Voice Vote)

Cheryl Giese, City Clerk-Finance Director

*For more information about the City of Baraboo, visit our website at [www.cityofbaraboo.com](http://www.cityofbaraboo.com).*

***JUNE 2016***

SUN	MON	TUE	WED	THU	FRI	SAT
26	27 Public Safety	28 Finance Council	29 Ambulance	30 Public Arts Assoc		

*JULY 2016*

SUN	MON	TUE	WED	THU	FRI	SAT
					1 Administrative	2
3	4 Independence Day Offices Closed	5 CDA	6	7 BEDC	8	9
10	11 Park & Rec	12 Finance Council	13	14	15	16
17	18 PFC SCDC	19 Library Plan	20 BID	21 UW Campus	22	23
24	25 Public Safety	26 Finance Council	27 Ambulance	28 Emergency Mgt Public Arts Assoc	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 06/24/2016

**Council Chambers, Municipal Building, Baraboo, Wisconsin  
Tuesday, June 14, 2016 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

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

Council Members Absent: none

Others Present: Chief Schauf, Clerk Giese, Adm. Geick, Attny. Kleczek-Bolin, Engineer Pinion, Utility Sup Peterson, Street Sup Koss, Chief Stieve, Parks & Rec Dir Hardy, Library Director Allen, CDA Director Cannon, and others.

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

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

**INFORMATION MEETING-**

The Council and Department Heads considered long range planning goals for the City. The items they discussed were:

2016 Goal Setting on June 14, 2016

- 1) Concerns
  - a) Workforce Development
  - b) Water quality in river
  - c) Expanding broadband coverage, make it free to Public Safety
  - d) Emerald Ash Borer spread
  - e) Building more Library space than is needed.
  - f) Ambulance replacements
  - g) Addicts
  - h) Homelessness
  - i) Building citizenship
  - j) Unfunded mandates
  - k) Getting more and better information to public
  - l) Better City web site
  - m) UW-BSC building maintenance
  - n) Ongoing violence in society
  - o) Effect of the Bypass on city businesses
  - p) Improve Downtown buildings
  - q) Improve street crossings and pedestrian traffic safety
  - r) Waldo St. sidewalk
  - s) Sustainability
  - t) UW Theater, minimal improvement since we have Al Ringling Theater
  - u) Adjust staff, provide training, retention of employees
  - v) Study of Fire Dept.
  - w) West side appearance
  - x) Property maintenance
  - y) Control appearance of buildings on South Blvd.
  - z) Junk cars, campers, etc need to be removed
  - aa) Age of City equipment
  - bb) Maintenance of Library HVAC
  - cc) More River recreation
  - dd) Alternative revenue sources

- 2) Direction: Current and Future
  - a) Roads
  - b) Municipal Court
  - c) Riverfront development on south side
  - d) Property maintenance
  - e) Parks in new development on northeast side
  - f) Intergovernmental Cooperation and Partnerships
  - g) Jackson property use
  - h) Land for City asphalt and concrete recycling
  - i) Library reference system, RFI
- 3) Staff
  - a) Building Inspector, do more property maintenance activity
  - b) Help to implement studies, business recruitment
  - c) Efficiency
  - d) Utility improvements
  - e) IT and web site
  - f) Human Resources director
  - g) Require new employees to be firefighters
  - h) Student interns
- 4) New Projects
  - a) Update communications infrastructure for Public Safety
  - b) River walk extensions
  - c) Technology upgrades
  - d) Acquire Depot
  - e) Job creation, build around resources
  - f) River channel improvements
  - g) Plan for sale of surplus City property
  - h) Do study of Fire Dept. operations and staffing
  - i) South Blvd at Lynn St. roundabout
  - j) Library
  - k) East side development
  - l) Roads
  - m) South Blvd appearance
  - n) Improve Parks, add youth equipment
  - o) UW – Long term maintenance plan
  - p) Airport runways
  - q) Facility upgrade at WWTP
- 5) Other
  - a) Wheel tax for additional revenue
  - b) IAM Dairy property acquisition
  - c) River corridor Alliant substation
  - d) Property maintenance grants
  - e) Building partnerships
  - f) Spend money on solutions
  - g) Adequate compensation for employees
  - h) Partner with UW-BSC
  - i) Attracting millennials
  - j) Continue implementing River Corridor Plan
- 6) Accomplishments
  - a) River Corridor

- b) Emergency management and School Partnerships and training
- c) Pump station and Arboretum
- d) Public Art Projects
- e) CDA acquiring a foreclosure property
- f) Cooperation among Department Heads
- g) Public Safety Building
- h) Airport operations
- i) Fixing City Services building
- j) Road projects in 2016

It was decided that an electronic survey would be created to help prioritize the items.

**ADJOURNMENT**

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

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Cheryl M. Giese, Clerk-Finance Director

RESOLUTION NO. 2016 -

Dated: June 28, 2016

The City of Baraboo, Wisconsin

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

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

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

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

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

**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, confirms the Mayor's appointments as follows:**

THAT Laura Stanek be appointed to the Baraboo Business Improvement District (BID) serving until April 30, 2019.

THAT Stuart Koehler be appointed to the Community Development Authority (CDA) serving until November 14, 2018.

THAT Anthony Kujawa be appointed to the Library Board serving July 1, 2016 until June 30, 2019.

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

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

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

The City of Baraboo, Wisconsin

**Background:** Various personal property taxes for the years 2011 – 2014 have become uncollectable due to going out of business and unable to locate a responsible party. Further collection efforts are not warranted although they have been placed with external collection agencies.

Several accounts receivable invoices are being recommended for writing off due to being deceased or low collection balances.

This item came before the Finance/Personnel Committee on June 28, 2016.

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

**Comments:** The 2016 budget has money to pay for doubtful or uncollectible accounts.

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

That the following delinquent personal property accounts be written off in the amount of \$217.78:

Dura-bilt Die	2012	\$ 23.78	Out of Business
Everlasting Hardwood Floors	2010	\$104.24	Unable to Locate
PictureMe Portrait	2013	\$ 64.62	Out of Business
PictureMe Portrait	2014	\$25.14	Out of Business

That the following accounts receivable balances be written off in the amount of \$817.97:

Meisel, Ashley	2014	\$ 4.00	below SDC min bal
Senger, Brandi	2014/15	\$521.15	deceased
Cleveland, Albert	2014	\$152.40	deceased
Gentz, Silas	2014	140.42	deceased

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

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

**Motion:**

**Second:**

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



RESOLUTION NO. 2016-

Dated: June 28, 2016

The City of Baraboo, Wisconsin

**Background:** The Public Safety Committee reviewed and approved replacing the truck box on #8, a 1996 Ford 8000, at their May 31, 2016 meeting. The new truck box will be an all-purpose box, similar to what is currently on the truck. The following quotes were received: Universal Truck Equipment for \$54,184 and Monroe Truck Equipment for \$38,990. The quote from Monroe Truck Equipment includes using our existing hydraulics; Universal Truck Equipment's quote replaces the hydraulics.

*Note: (√one) [ ] Not Required [ ] Budgeted Expenditure [ x ] Not Budgeted*  
*Comments: 490-31.53240-00810.000*

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

That the Street Superintendent is authorized to contract with Monroe Truck Equipment for the purpose of replacing the box on truck #8, a 1996 Ford 8000, in the amount of \$38,990, and  
 That sufficient funds be appropriated from the Capital Equipment Fund to accomplish the purchase.

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

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

**The City of Baraboo, Wisconsin**

<p><b>Background:</b> The DNR requires that local units of government review and approve an annual report called the Compliance Maintenance Annual Report. This report assesses the need for consideration of, or construction at, wastewater facilities and in collection systems. The scoring system for the report is based on a letter type of grade. We scored A's on all subjects!! The Public Safety Committee has reviewed this report and recommends its acceptance.</p>
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<p><b>Fiscal Note:</b> <input checked="" type="checkbox"/> <i>Not Required</i> <input type="checkbox"/> <i>Budgeted Expenditure</i> <input type="checkbox"/> <i>Not Budgeted</i>  <b>Comments</b></p>
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**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the Compliance Maintenance Annual Report for the Wastewater Plant for 2015 is hereby approved.

**Offered by:** Public Safety Committee  
**Motion:**  
**Second:**

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

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

# Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:  
6/17/2016 2015

## Grading Summary

WPDES No: 0020605

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

### Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

**NBR - 2**

**RESOLUTION AWARDING THE SALE OF  
\$5,480,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2016A**

WHEREAS, on May 24, 2016, the Common Council of the City of Baraboo, Sauk County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts for the following public purposes: \$1,530,000 for street improvement projects; \$130,000 for parks and public grounds projects (collectively, the "Project Initial Resolutions"); and \$3,820,000 to refund outstanding obligations of the City;

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Project Initial Resolutions, the City Clerk caused a notice to electors to be published in the Baraboo News Republic, stating the purpose and maximum principal amount of the bond issues authorized by the Project Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Project Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on May 24, 2016, the Common Council of the City also adopted a resolution providing that the general obligation bond issues authorized and described above be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds" (the "Bonds") for the purpose of paying the cost of the projects described in the Project Initial Resolutions (the "Project") and the refunding of certain obligations;

WHEREAS, the obligations to be current refunded are the General Obligation Refunding Bonds, dated June 28, 2007 (the "2007 Bonds") and the obligations to be advance refunded are the 2018 through 2025 maturities of the General Obligation Corporate Purpose Bonds, dated December 27, 2010 (the "2010 Bonds") (collectively, the Refunded Obligations") (hereinafter the refunding of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of restructuring the City's general obligation debt and achieving debt service cost savings;

WHEREAS, on May 24, the City adopted a resolution directing Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)

setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on June 28, 2016;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on June 28, 2016;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$\_\_\_\_\_ for the following purposes and in the following principal amounts: \$\_\_\_\_\_ street improvement projects; \$\_\_\_\_\_ parks and public grounds projects; and \$\_\_\_\_\_ refunding outstanding obligations of the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2016A"; shall be issued in the aggregate principal amount of \$5,480,000; shall be dated July 21, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the

Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and the obligations refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds maturing on May 1, 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2034 for the payments due in the years 2017 through 2035 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2016A, dated July 21, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed. In order to accomplish the refunding of the 2010 Bonds, Bonds Proceeds shall be transferred to the Escrow Account, as provided in Section 20 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code,

relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_], which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.]

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to the Escrow Agent or to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The 2007 Bonds are hereby called for prior payment and redemption on August 4, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as [Exhibit G] and incorporated herein by this reference (the "2007 Notice"), to be provided at the times, to the parties and in the manner set forth on the 2007 Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the 2007 Bonds are hereby ratified and approved.

Section 20. Escrow Agent; Escrow Agreement; Escrow Account. \_\_\_\_\_, \_\_\_\_\_, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the 2010 Bonds (the "Escrow Agent").

The Mayor and City Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as [Exhibit H] (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the Common Council of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the 2010 Bonds, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the 2010 Bonds to the Escrow Account, the taxes heretofore levied to pay debt service on the 2010 Bonds shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the 2010 Bonds, but such abatement shall not affect the City's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the 2010 Bonds. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 21. SLGS Subscriptions. The Escrow Agent and Ehlers are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the refunding of the 2010 Bonds.

Section 22. Redemption of the 2010 Bonds. The 2010 Bonds are hereby called for prior payment and redemption on December 1, 2017 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2010 Notice"), to be provided at the times, to the parties and in the manner set forth on the 2010 Notice.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 28, 2016.

---

Michael Palm  
Mayor

ATTEST:

---

Cheryl M. Giese  
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[ EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on May 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	SAUK COUNTY	
NO. R-____	CITY OF BARABOO	\$_____
	GENERAL OBLIGATION CORPORATE PURPOSE BOND,	
	SERIES 2016A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	July 21, 2016	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Baraboo, Sauk County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$5,480,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and

redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$1,530,000 for street improvement projects; \$130,000 for parks and public grounds projects; and \$3,820,000 for refunding outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on May 24, 2016 and June 28, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on May 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

**[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]**

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

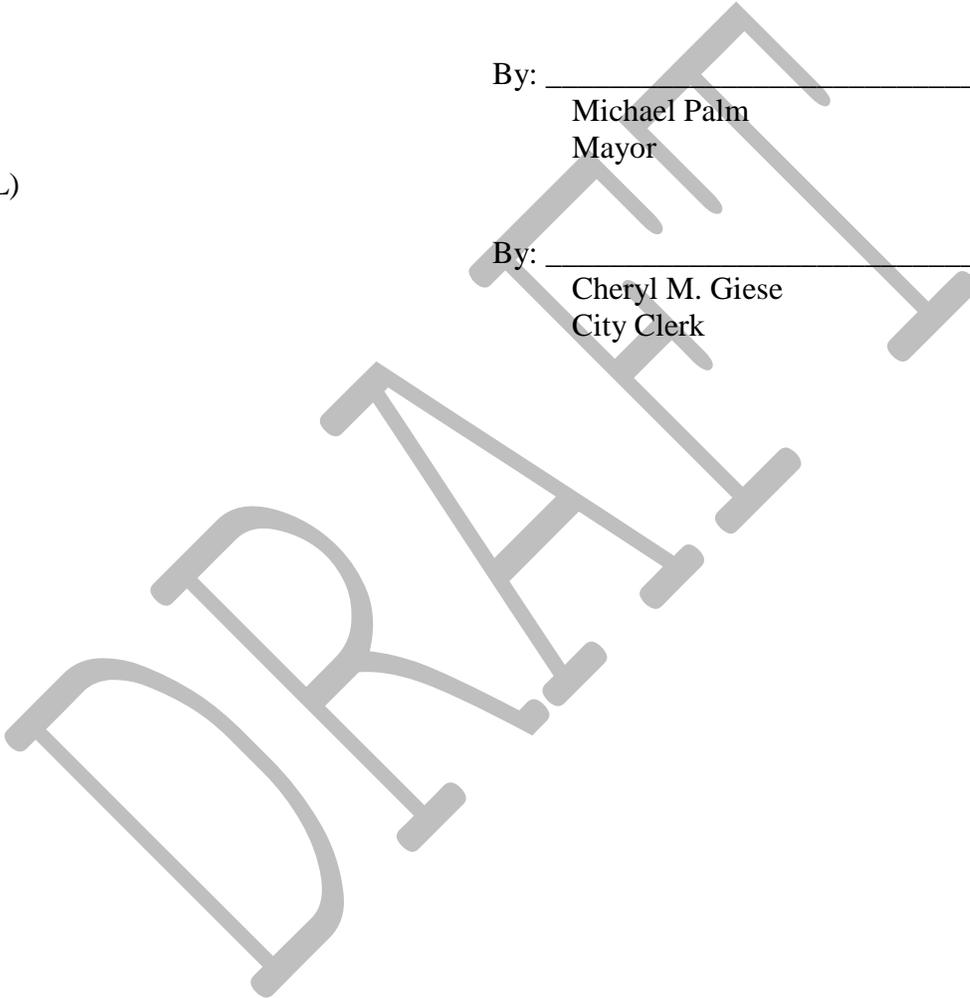
IN WITNESS WHEREOF, the City of Baraboo, Sauk County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BARABOO,  
SAUK COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
Cheryl M. Giese  
City Clerk



[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Baraboo, Wisconsin.

\_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F

[Fiscal Agency Agreement]

(See Attached)

DRAFT

EXHIBIT G

NOTICE OF FULL CALL\*

CITY OF BARABOO  
SAUK COUNTY, WISCONSIN  
GENERAL OBLIGATION REFUNDING BONDS  
DATED JUNE 28, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on August 4, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/17	\$520,000	4.10%	067023LU3
05/01/18	515,000	4.125	067023LV1
05/01/19	530,000	4.15	067023LW9
05/01/20	535,000	4.15	067023LX7
05/01/21	530,000	4.20	067023LY5

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before August 4, 2016.

Said Bonds will cease to bear interest on August 4, 2016.

By Order of the  
Common Council  
City of Baraboo  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to August 4, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). Notice shall also be provided to MBIA Insurance Corporation, or any successor, the bond insurer of the Bonds.

EXHIBIT [F/G]

Escrow Agreement

(See Attached)

DRAFT

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into the 21st day of July, 2016 by and between the City of Baraboo, Wisconsin (the "City") and \_\_\_\_\_, \_\_\_\_\_, a national banking association with trust powers (the "Escrow Agent").

### RECITALS

The City has duly issued General Obligation Corporate Purpose Bonds, dated December 27, 2010 (the "Prior Issue").

The City has duly authorized and sold and is delivering this day its \$5,480,000 General Obligation Corporate Purpose Bonds, Series 2016A, dated July 21, 2016 (the "Refunding Obligations") for the purpose of providing funds sufficient to refund the 2018 through 2025 maturities of the Prior Issue (hereinafter the portion of the Prior Issue being refunded shall be referred to herein as the "Refunded Obligations") (the "Refunding").

The Refunded Obligations mature and bear interest on the dates and in the amounts shown on Exhibit A-1.

In order to accomplish the Refunding, it is necessary to irrevocably deposit in trust an amount (in the form of investment securities and cash) which, together with investment income therefrom, will be sufficient to pay when due the principal of and interest on the Refunded Obligations.

To accomplish the Refunding, the Escrow Agent has been appointed depository of a portion of the proceeds of the Refunding Obligations (in the form of investment securities and cash) as hereinafter specified and has been appointed custodian of the City's debt service fund account for the Refunded Obligations until the Refunded Obligations are paid in full.

The execution of this Agreement has been duly authorized by a resolution of the Common Council entitled: "Resolution Awarding the Sale of \$5,480,000 General Obligation Corporate Purpose Bonds, Series 2016A" (the "Resolution") adopted by the Common Council of the City on June 28, 2016.

In consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunding Obligations and the Refunded Obligations:

1. Escrow Deposit. Concurrently with the execution of this Agreement, the City has irrevocably deposited with the Escrow Agent, receipt of which is hereby acknowledged by the Escrow Agent, \$\_\_\_\_\_ being a portion of the proceeds of the Refunding Obligations (the "Bond Proceeds") and \$\_\_\_\_\_ from funds of the City (the "Funds") for a total of \$\_\_\_\_\_.

The foregoing, along with earnings and interest thereon, shall be held and disposed of by the Escrow Agent only in accordance with this Agreement. The City represents and warrants that the foregoing, if held, invested and disposed of by the Escrow Agent in accordance with this Agreement, will be sufficient, without the need for any further investment or reinvestment, to make all payments required under this Agreement. The Escrow Agent has not and is under no obligation to determine whether the amounts deposited hereunder are or will be sufficient to make all of the payments directed to be made hereunder.

2. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the escrow deposit hereunder and accepts the responsibilities imposed on it by this Agreement.

3. Application of Escrow Deposit. There is hereby created by the City and ordered established with the Escrow Agent an account hereby designated, "City of Baraboo Escrow Account" (the "Escrow Account").

The Escrow Agent shall deposit the amount described above in the Escrow Account to be used as follows:

a) \$ \_\_\_\_\_ to be used to purchase the United States Treasury Certificates of Indebtedness, Notes and/or Bonds - State and Local Government Series ("SLGs"), described on the attached Exhibit B-1, pay for the SLGs from monies in the Escrow Account and hold the SLGs in the Escrow Account; (\$ \_\_\_\_\_ from Bond Proceeds and \$ \_\_\_\_\_ from Funds);

b) \$ \_\_\_\_\_ to be used to establish a beginning cash balance in the Escrow Account (\$ \_\_\_\_\_ from Bond Proceeds and \$ \_\_\_\_\_ from Funds); and

c) \$ \_\_\_\_\_ to be used to pay the Issuance Expenses set forth on the attached Exhibit C-1, which the Escrow Agent is hereby authorized to pay [ as outlined in the Closing Memorandum ].

Except as set forth in Section 8 hereof, the Escrow Account (other than the cash held pursuant to subsection (b) above) shall remain invested in the SLGs, and the Escrow Agent shall not sell or otherwise dispose of the SLGs.

[The Escrow Agent is hereby directed to pay the issuance expenses set forth on the attached Exhibit C-1 upon receipt of invoices for the authorized amounts listed on Exhibit C-1.]

[In addition to the foregoing, the Escrow Agent is hereby directed to reinvest excess investment proceeds accruing in the years \_\_\_\_\_ to \_\_\_\_\_ in SLGs as follows:

<u>Amount</u>	<u>Interest Rate</u>	<u>Reinvestment Date</u>	<u>Maturity Date</u>
\$ _____	0.00%	_____	_____

The Escrow Agent is hereby directed to submit the subscription for these SLGs on behalf of the City, at least seven (7) days in advance of the date of reinvestment (or such other period of time in advance of the date of reinvestment as is then required by law or regulation) and such subscription shall be in accordance with then applicable law and regulations. The City will cooperate with the Escrow Agent as necessary to allow any subscriptions to be made as described herein.

If SLGs with an interest rate of 0.00% are not available at the time such Escrow Account monies are to be reinvested, the Escrow Agent is hereby directed to reinvest such Escrow Account monies on behalf of the City in direct obligations of the United States of America ("U.S. Government Obligations"), or hold such monies uninvested, as directed by the City, upon the Escrow Agent's receipt, at the expense of the City, of (i) an opinion of the bond counsel for the Refunding Obligations or other nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such transaction would not cause any of the Refunded Obligations or any of the Refunding Obligations to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the income tax regulations thereunder (the "Regulations") and (ii) a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. Government Obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purposes, be sufficient at all times to pay, when due, the principal of and interest on the Refunded Obligations.]

The Escrow Account cash flow [(taking into account any reinvestments)] prepared by the Accountant defined below is set forth on Exhibit D-1.

Except [for the foregoing or] as set forth in Section 8 hereof, no reinvestment of amounts on deposit in the Escrow Account shall be permitted.

The Escrow Agent shall apply the monies in the Escrow Account to the payment of the Refunded Obligations in the amounts set forth on the attached Exhibit A-1 by depositing such amounts with The Depository Trust Company or any successor depository or registered owner on or before the dates set forth on attached Exhibit A-1 setting forth the dates such amounts are due.

Barthe & Wahrman, PA, Minneapolis, Minnesota, a firm of independent accountants (the "Accountant"), has delivered to the City, the Escrow Agent, Ehlers & Associates, Inc., any bond insurer for the Refunding Obligations, any bond insurer for the Refunded Obligations, and Quarles & Brady LLP, for their purposes, a report stating that the firm has reviewed the arithmetical accuracy of certain computations based on assumptions relating to the sufficiency of forecasted net cash flow from the United States government securities (paragraph (a) above) and any initial cash deposit (paragraph (b) above) to pay the principal of and interest (if any) on the Refunded Obligations when due as described on Exhibit A-1. Based upon the summarized data presented in its report and the assumption that the principal and interest payments on the United

States government securities are deposited in the Escrow Account when due, in its opinion, the proceeds from the United States government securities, plus any initial cash deposit will be sufficient for the timely payment of principal and interest, when due, on the Refunded Obligations.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Account will not be sufficient to make any required payments due to the holders of the Refunded Obligations, the Escrow Agent shall immediately notify the City. Upon receipt of such notice, the City shall forthwith transmit to the Escrow Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make any such payment.

4. Redemption of the Refunded Obligations. Pursuant to the Resolution, the City has heretofore called the Refunded Obligations for redemption and authorized and directed the Escrow Agent to give notice of said intended redemption of the Refunded Obligations by providing notice (in substantially the form attached hereto as Exhibit E-1) in the manner and at the times set forth on Exhibit E-1, and the Escrow Agent hereby agrees to give such notice.

5. Notice of Advance Refunding of the Refunded Obligations. The Escrow Agent is hereby directed and agrees within ten business days after the closing for the Refunding Obligations to provide a Notice of Advance Refunding and Redemption, in substantially the form attached hereto as Exhibit F-1, to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations, and to any others as described in Exhibit F-1.

6. The Escrow Agent.

a) Annual Report. The Escrow Agent shall, in the month of February of each year while this Agreement is in effect, and as soon as practicable after termination of this Agreement, forward by first class mail to the City a report of the receipts, income, investments, reinvestments, redemptions and payments of and from the Escrow Account during the preceding calendar year, including in such report a statement, as of the end of the preceding calendar year, regarding the manner in which it has carried out the requirements of this Agreement. The City shall have the right, at any time during business hours, [subject to reasonable regulations established by the Escrow Agent,] to examine all of the Escrow Agent's records regarding the status and details of the Escrow Account.

b) Separate Funds; Accountability. Except as otherwise permitted under Section 3 hereof, the Escrow Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of the Escrow Agent; and shall never at any time use, pledge, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the City, and a special account thereof, evidencing

such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured [by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account.] [by any collateral that satisfies the provisions of 12CFR part 9, Section 9.10(b)(2).] It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the City. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the City to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the City shall have no right of withdrawal thereof.

c) Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the City or any paying [fiscal] agent of any of its obligations, or to protect any of the City's rights under any bond proceeding or any of the City's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the City. [The Escrow Agent shall not be required to risk, use or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.]

d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the City. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

Any successor escrow agent shall execute, acknowledge and deliver to the City and to its predecessor escrow agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as escrow agent herein; but nevertheless, on written request of the City or on the request of the successor escrow agent, the escrow agent ceasing to act shall execute and deliver an instrument transferring to such successor escrow agent, upon the terms herein expressed, all the rights, power, and duties of the escrow agent so ceasing to act. Upon the request of any such successor escrow agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Any predecessor escrow agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

e) Fees. The Escrow Agent acknowledges receipt from the City of the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) as and for full compensation for all services to be performed by it as the Escrow Agent under this Agreement. Any out-of-pocket expenses including legal fees and publication costs will be paid by the City as incurred. The Escrow Agent expressly waives any lien upon or claim against the monies and investments in the Escrow Account.

7. Arbitrage. The City has covenanted and agreed [and the Escrow Agent hereby covenants and agrees,] to the extent any action is within its control and to its knowledge, to and for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the [Code or any Regulations promulgated or proposed thereunder.] [Internal Revenue Code of 1986, as amended (the "Code") or any Regulations promulgated or proposed thereunder (the "Regulations").] [The Escrow Agent covenants and agrees to only invest as directed.]

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Escrow Agent agrees that it will not invest the cash balance nor reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities except as specifically provided in Sections 3 and 8 hereof. Said prohibition on reinvestment shall continue unless and until the City requests that such reinvestment be made and shall be restricted to noncallable direct obligations of the United States Treasury. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the City shall provide to the Escrow Agent: (i) an opinion by an independent certified public accounting firm that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay, as the same become due, all principal of, redemption premium where required, and interest on the Refunded Obligations which have not then previously been paid, and (ii) an unqualified opinion of nationally recognized bond counsel to

the effect that (a) such reinvestment will not cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Refunding Obligations and the Refunded Obligations.

8. Substitute Investments. At the written request of the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the SLGs and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the SLGs on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the SLGs. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive, at the expense of the City, an opinion of a nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such disposition and substitution would not cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder; and (iii) the Escrow Agent shall receive, at the expense of the City, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

The City hereby covenants that no part of the monies or funds at any time in the Escrow Account shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder.

[9. Escrow Agent Covenants. Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, employees and agents, shall:

a) have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the City addressed and delivered to the Escrow Agent;

b) be protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of independent counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons; and

c) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees, and shall not be responsible for the misconduct or negligence of such agents, attorneys, custodians and nominees appointed by it with due care.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. ]

[9 OR 10]. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the City and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the City or the Escrow Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment and any redemption of the Refunded Obligations and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and observance by the City and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

b) Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.

c) Termination. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder may remain upon termination. Any amounts remaining upon termination shall be returned to the City for deposit in the account designated "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2016A, dated July 21, 2016" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the City's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.

d) Indemnification. The City agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or

willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) Governing Law. This Escrow Agreement shall be construed, interpreted and governed by and under the laws of the State of Wisconsin.

[f) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid addressed as follows:

If to the City:  
City of Baraboo  
Attention: City Clerk  
135 4th Street  
Baraboo, WI 53913

If to the Escrow Agent:  
Zions Bank, a division of ZB, National Association  
111 West Washington Street  
Suite 1860  
Chicago, IL 60602

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to the Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing.]

f) [g] Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

CITY OF BARABOO,  
SAUK COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
Cheryl M. Giese  
City Clerk

\_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, as Escrow Agent

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

(SEAL)

And: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Security Advice Waiver:

The City acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the City the right to receive brokerage confirmations of the security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the City with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may ask to see financial statements, licenses, and

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.]

DRAFT

(Refunded Obligations)

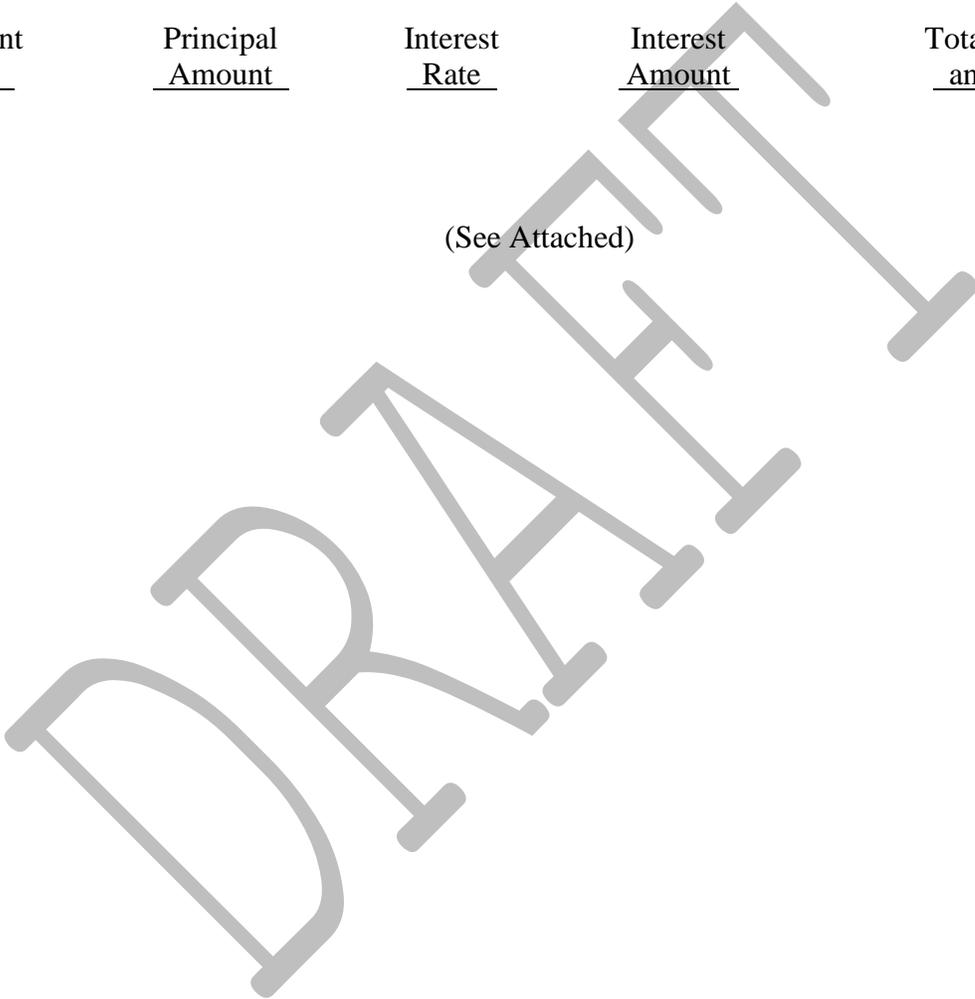
EXHIBIT A-1

City of Baraboo, Wisconsin  
General Obligation Corporate Purpose Bonds  
Dated December 27, 2010

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
---------------------	-------------------------	----------------------	------------------------	-------------------------------------

(See Attached)



\* To be called for prior payment at 100% on December 1, 2017 and are the only portion of the Prior Issue subject to this Agreement.

Depository: The Depository Trust Company  
New York, New York

EXHIBIT B-1

U.S. TREASURY SECURITIES

(State and Local Government Series)

For Delivery July 21, 2016

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Cost</u>
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(See Attached Subscription Forms)

DRAFT

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Escrow Agent, _____, _____, _____	\$ _____
Escrow Verification, Barthe & Wahrman, Minneapolis, Minnesota	_____
Legal Opinion, Quarles & Brady LLP, Milwaukee, Wisconsin	_____
Rating Fee, Moody's Investors Service Inc., New York, New York	_____
Financial Advisor, Ehlers & Associates, Inc.	_____
Fiscal Agent, _____, _____	_____
Total:	\$ _____

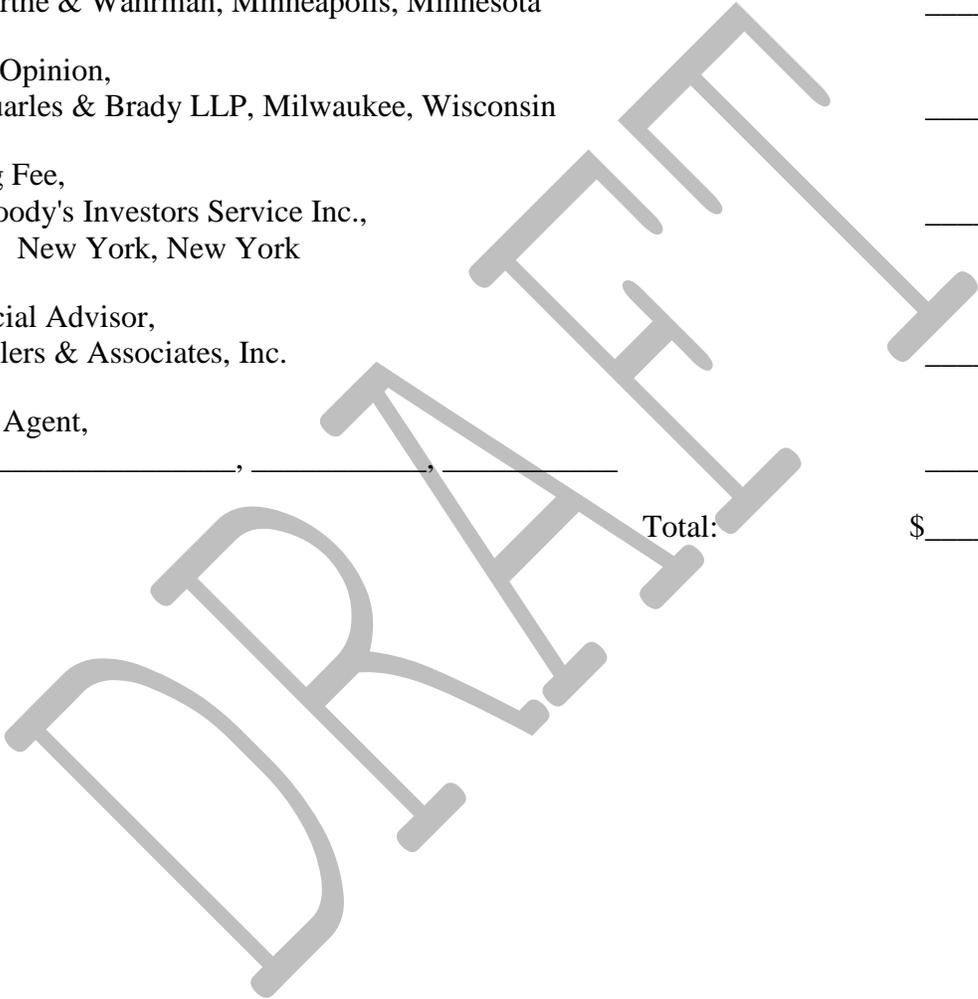


EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

DRAFT

EXHIBIT E-1

NOTICE OF FULL CALL\*

Regarding

CITY OF BARABOO  
SAUK COUNTY, WISCONSIN  
GENERAL OBLIGATION CORPORATE PURPOSE BONDS  
DATED DECEMBER 27, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on December 1, 2017 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
12/01/18	\$125,000	2.50%	067023QC8
12/01/19	125,000	2.75	067023QD6
12/01/20	140,000	3.00	067023QE4
12/01/21	140,000	3.20	067023QF1
12/01/22	140,000	3.40	067023QG9
12/01/23	140,000	3.60	067023QH7
12/01/24	140,000	3.75	067023QJ3
12/01/25	130,000	3.90	067023QK0

The City's Escrow Agent shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before December 1, 2017.

Said Bonds will cease to bear interest on December 1, 2017.

By Order of the  
Common Council  
City of Baraboo  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to December 1, 2017 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

EXHIBIT F-1\*

NOTICE OF ADVANCE REFUNDING AND REDEMPTION  
OF THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, DATED DECEMBER 27, 2010  
OF THE CITY OF BARABOO, WISCONSIN (THE "BONDS")

Notice is given that the Bonds described below (the "Refunded Obligations"), of the City of Baraboo, Wisconsin (the "City") have been advance refunded by the City pursuant to an Escrow Agreement dated the 21st day of July, 2016 between the City and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
12/01/18	\$125,000	2.50%	067023QC8**
12/01/19	125,000	2.75	067023QD6**
12/01/20	140,000	3.00	067023QE4**
12/01/21	140,000	3.20	067023QF1**
12/01/22	140,000	3.40	067023QG9**
12/01/23	140,000	3.60	067023QH7**
12/01/24	140,000	3.75	067023QJ3**
12/01/25	130,000	3.90	067023QK0**

The City has instructed the Escrow Agent to call the Refunded Obligations for redemption on December 1, 2017. The City has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the interest on the Refunded Obligations up to and including December 1, 2017 and to redeem the Refunded Obligations on December 1, 2017 at a price of par plus accrued interest to December 1, 2017. Interest on the Refunded Obligations will cease to accrue on December 1, 2017.

Dated: July 21, 2016.

\_\_\_\_\_  
as Escrow Agent

\* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

\*\* Indicates refunding of full CUSIP.

**The City of Baraboo, Wisconsin**

**Background:** The City recently issued an RFP for Asbestos Abatement prior to the demolition of the existing single-family home at 212 14<sup>th</sup> Street that the recently acquired from Sauk County through back taxes. Proposals were received from 4 firms with the results as follows:

Airtite Environmental Services, LLC	\$ 7,240
A & A Environmental, Inc.	\$ 7,389
Dirty Ducts Cleaning Environmental & Insulation	\$11,125
Robinson Brothers Environmental, Inc.	\$12,585

The Public Safety Committee reviewed these proposals at their June 27<sup>th</sup> meeting and recommended award of this Proposal to the low bidder.

Although this is not a budgeted expense, the cost of asbestos abatement and demolition of this house will be offset by the sale of the resulting vacant lot.

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

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

That the Proposal for Asbestos Abatement at 212 14<sup>th</sup> Street from Airtite Environmental Services, LLC in the amount of \$7,240 is hereby accepted and all other bids are rejected.

**Offered by:** Public Safety Comm.

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

**Motion:**

**Second:**

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

The City of Baraboo, Wisconsin

**Background** The City-owned property on the northeast corner of South Blvd and Lynn Street consists of a variety of parcels that have been acquired from several property owners as well as the vacated Quarry Street right-of-way. In anticipation of this property being developed, the City commissioned the preparation of a Certified Survey Map to accurately describe the city-owned property west of Vine Street.

The survey shows a single 3-494-acre lot with a net developable area of 2.856 acres. Since some of the existing sidewalk and a short section of curb and gutter on the north side of Lynn Street encroach into the City's property, the survey also shows 4,054 sq ft that is dedicated as additional right-of-way for Lynn Street so all of the existing street improvements will be in the public street right-of-way.

Pursuant to Chapter 18 of the Code of Ordinances, when a certified survey map involves the dedication of streets or other public lands, the certified survey map shall be acted upon by the Council.

This matter was favorably reviewed by the Plan Commission at their June 21<sup>st</sup> meeting with a recommendation for approval on a 6 to 1 vote.

**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 one-lot Certified Survey Map prepared by MSA Professional Services hereby approved and further,

THAT the dedication of land for the Lynn Street right-of-way as shown on this Certified Survey Map is hereby accepted.

**Offered by:** Plan Commission  
**Motion:**  
**Second:**

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



PROFESSIONAL SERVICES

**TRANSPORTATION • MUNICIPAL  
DEVELOPMENT • ENVIRONMENTAL**

2901 International Lane Madison, WI 53704  
608-242-7779 1-800-446-0679 Fax: 608-242-5664  
Web Address: www.msa-ps.com  
© MSA Professional Services, Inc.

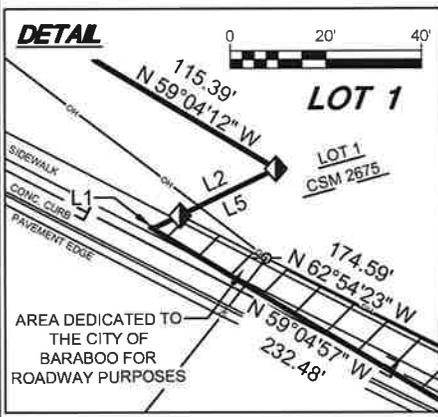
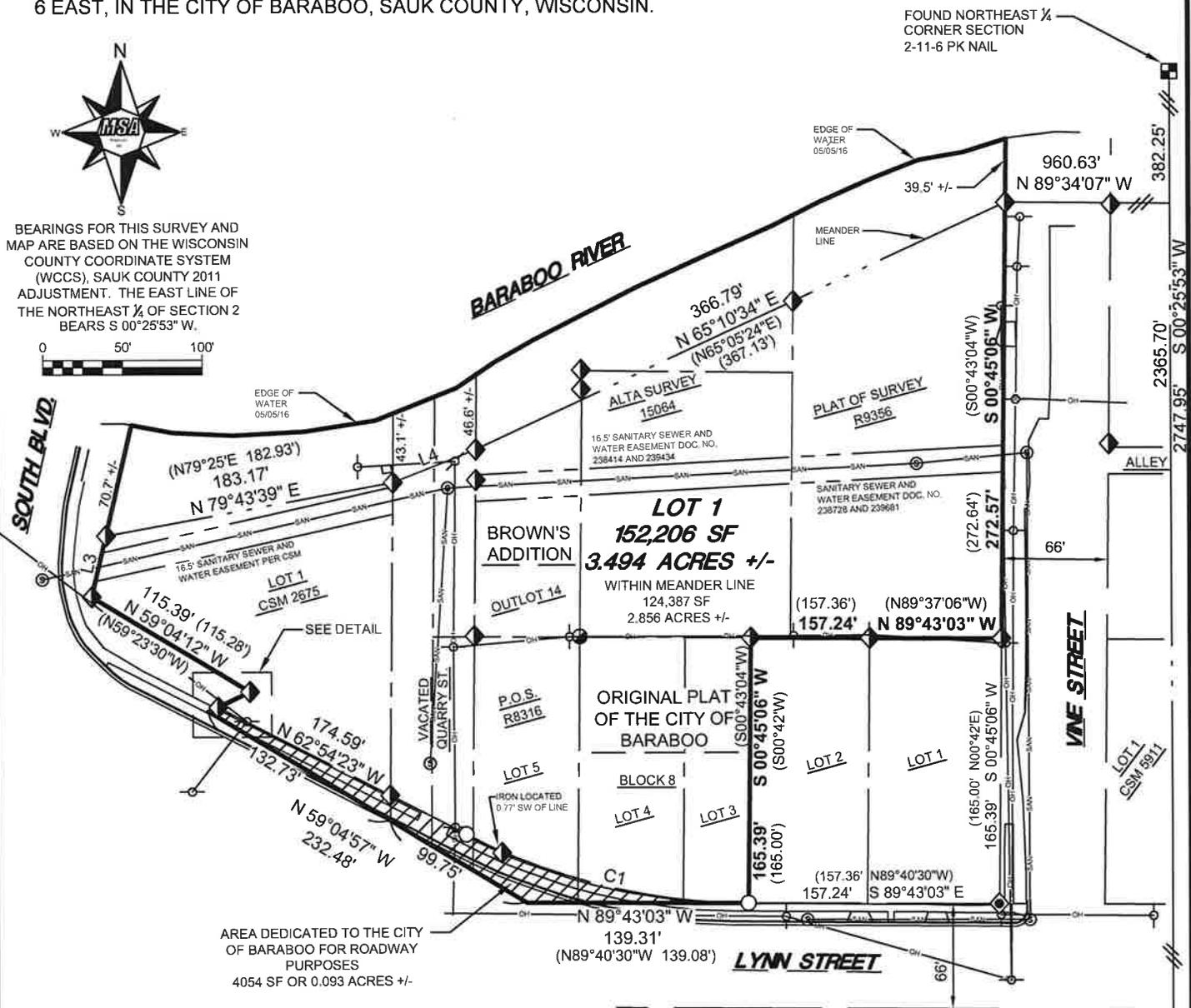
PROJECT NO.	07143000	OWNER:	
DRAWN BY:	KCL	City of Baraboo	
SURVEYOR:	BLT	135 4th Street	
FILE NO.	Existing Topo 05-04-16.dwg	Baraboo, WI 53913	
SHEET NO.	1 of 2		

**SAUK COUNTY CERTIFIED SURVEY MAP #**

LOT 1 OF CSM 2675, OUTLOT 14 OF BROWN'S ADDITION TO THE CITY OF BARABOO, PART OF LOT 3, AND LOTS 4 AND 5 OF BLOCK 8 OF THE ORIGINAL PLAT TO THE CITY OF BARABOO, THE VACATED PORTION OF QUARRY STREET AND A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2 ALL BEING LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 6 EAST, IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), SAUK COUNTY 2011 ADJUSTMENT. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 2 BEARS S 00°25'53" W.



**SYMBOL LEGEND**

- SECTION CORNER MONUMENTED
- FOUND 1" IRON PIPE
- ◆ FOUND 1/2" IRON REBAR
- ◇ FOUND 3/4" IRON REBAR
- SET 3/4" BY 18" IRON REBAR WEIGHING 1.50 LBS./FT.
- ( ) RECORD INFORMATION

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 89°16'15" E (N89°18"W)	0.96'
L2	N 64°16'53" E (N63°54'E)	28.08' (28.14')
L3	N 13°17'24" E (N13°02'30"E)	39.41'
L4	N 68°34'08" E	56.15'
L5	N 64°16'53" E	22.25'

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	183.97'	393.15'	N 76°18'43" W	182.30'



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PROJECT NO.	07143000
DRAWN BY:	KCL
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FILE:	Existing Topo 05-04-16.dwg
SHEET NO.	2 of 2

**SAUK COUNTY CERTIFIED SURVEY MAP #**

LOT 1 OF CSM 2675, OUTLOT 14 OF BROWN'S ADDITION TO THE CITY OF BARABOO, PART OF LOT 3, AND LOTS 4 AND 5 OF BLOCK 8 OF THE ORIGINAL PLAT TO THE CITY OF BARABOO, THE VACATED PORTION OF QUARRY STREET. AND A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2 ALL BEING LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 6 EAST, IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

LEGAL DESCRIPTION

Lot 1 of CSM No. 2675, Outlot 14 of Brown's Addition to the City of Baraboo, Part of Lot 3, Block 8 and Lots 4 and 5 of Block 8 of the Original Plat to the City of Baraboo, the Vacated portion of Quarry Street per Document No. 1069098, and a part of the Northeast 1/4 of the Northeast 1/4 of Section 2 per Document No. 1058783, all being located in the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 2, Township 11 North, Range 6 East in the City of Baraboo, Sauk County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Section 2; thence South 00°25'53" West along the East line of the Northeast 1/4 of said Section 2, a distance of 382.25 feet; thence North 89°34'07" West, a distance of 960.63 feet to a point on the West right-of-way line of Vine Street being on the meander line of the property and the Point of Beginning of this description being 39.5 feet more or less along the said West right-of-way line of Vine Street extended northerly from the ordinary water line of the Baraboo River; thence South 00°45'06" West along the said West right-of-way line of Vine Street, a distance of 272.57 feet to the Northeast corner of Lot 1, Block 8 of the Original Plat to the City of Baraboo; thence North 89°43'03" West along the north line of said Block 8 of the Original Plat to the City of Baraboo, a distance of 157.24 feet to a point on the West line of the East 25 feet of Lot 3, Block 8 of the said Original Plat to the City of Baraboo; thence South 00°45'06" West along the said West line of the East 25 feet of Lot 3, Block 8, a distance of 165.39 feet to a point on the North right-of-way of Lynn Street; thence North 89°43'03" West along the said North right-of-way of Lynn Street, a distance of 139.31 feet to an angle point in the said North right-of-way line; thence North 59°04'57" West along the said North right-of-way line, a distance of 99.75 to the Southeast corner of said CSM No. 2675; thence continuing North 59°04'57" West along the said North right-of-way line also being the southerly line of said CSM No. 2675, a distance of 132.73 to an angle point in said southerly line; thence South 89°16'15" East along the said southerly line of CSM No. 2675, a distance of 0.96 feet to an angle point; thence North 64°16'53" East along the said southerly line of CSM No. 2675, a distance of 28.08 feet to an angle point in the said southerly line; thence North 59°04'12" West along the said southerly line of CSM No. 2675, a distance of 115.39 feet to the Southwest corner of said CSM No. 2675; thence North 13°17'24" East along the westerly line of said CSM No. 2675, a distance of 39.41 feet to a point on a meander line being 70.7 feet more or less along the westerly line extended from the ordinary water line of the Baraboo River; thence North 79°43'39" East along the said meander line of the Baraboo River, a distance of 183.17 feet to a point monumented as the Northeast corner of said CSM 2675 also being on the westerly right-of-way of vacated Quarry Street being 43.1 feet more or less along the westerly line of the said westerly right-of-way extended northerly from the ordinary water line of the Baraboo River; thence North 68°34'08" East along the said meander line of the Baraboo River, a distance of 56.15 feet to a point on the easterly right-of-way of vacated Quarry Street being 46.6 feet more or less along the easterly line of the said easterly right-of-way extended northerly from the ordinary water line of the Baraboo River; thence North 65°10'34" East along the said meander line of the Baraboo River, a distance of 366.79 feet to the Point of Beginning also including all areas between the ordinary water line of the Baraboo River and the meander line.

Said parcel contains a total of 156,260 square feet or 3.587 acres more or less and 128,441 square feet or 2.949 acres more or less within the meander line.

SURVEYOR'S CERTIFICATE

I, KEVIN C. LORD, PROFESSIONAL LAND SURVEYOR S-2645, DO HEREBY CERTIFY THAT BY THE DIRECTION OF THE CITY OF BARABOO, I HAVE SURVEYED, COMBINED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

\_\_\_\_\_  
KEVIN C. LORD, S-2645  
PROFESSIONAL LAND SURVEYOR

\_\_\_\_\_  
DATE

CITY OF BARABOO APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, ATTACHED HERETO, AND FILED WITH THE CITY OF BARABOO, WISCONSIN BY THE CITY OF BARABOO, OWNER, IS HEREBY APPROVED BY THE PLAN COMMISSION AND THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN. AS OWNER THE CITY OF BARABOO HAS CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED, COMBINED, MAPPED AND DEDICATED AS REPRESENTED IN THIS CERTIFIED SURVEY MAP.

\*SURVEYOR'S SEAL\*

\_\_\_\_\_  
Michael Palm, Mayor Date

\_\_\_\_\_  
Thomas Pinion, City Engineer Date

\_\_\_\_\_  
Cheryl Giese, City Clerk Date

VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

DOC. NO. \_\_\_\_\_

C.S.M. NO. \_\_\_\_\_

CLIENT:

City of Baraboo  
135 4th Street  
Baraboo, WI  
608-355-2730

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**TREASURER'S INVESTMENT TRANSACTION REPORT for May 2016**

		<b>Average Rate of Return on Current Deposits:</b>			<b>Benchmarks:</b>	
			Avg Term			
<b>Total Receipts:</b>	201,919.28	General Funds:	12.5 M	0.54%	LGIP	0.42%
		Utility Funds:	19.8 M	0.66%	90-day T-bill:	0.34%
<b>Total Disbursements:</b>	860,078.09	Segregated Funds:	39.7 M	0.97%		
		All Funds:	19.5 M	0.65%	6M CD:	0.25%
		Liquid:	58%		12M CD:	0.55%
		Term:	62%		18M CD:	0.65%

**Policy Objectives:**

- Safety:     ▪ \$3,100,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.
- Liquidity:   ▪ Investing in CD's when good rates are available.
- Yield:       ▪ A rise in CD yield is anticipated.

**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/WAL	Maturity Date	Yield to Worst Yield - Maturity	Amount	Interest
(1)	BUY	FHLMC	3134G9DL8	100.0000	AA+	Step up coupon	3.0 year	6/1/2043	1.00% / 1.61%	200,000.00	Semiannual

Comments:

**Dana Investment Advisors, Inc.**  
**Performance Report**  
**Gross of Fees**



From May 29, 2015 to May 31, 2016

**Portfolio: 2493 - City of Baraboo Reserve Funds**

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	<u>Market</u>	<u>Cost</u>
<b>Portfolio Value on 05/29/2015</b>	\$3,009,871.85	\$3,009,143.20
<b>Contributions/Withdrawals</b>	\$69,010.66	\$69,010.66
<b>Interest</b>	\$46,057.07	\$46,057.07
<b>Dividends</b>	\$0.00	\$0.00
<b>Unrealized Gain/Loss</b>	(\$13,040.25)	\$0.00
<b>Realized Gain/Loss</b>	(\$12,887.50)	(\$13,981.86)
<b>Change in Accrued Income</b>	\$2,013.65	\$2,013.65
<b>Portfolio Value on 05/31/2016</b>	\$3,101,025.48	\$3,112,242.72
<b>Total Gain</b>	\$22,142.97	\$34,088.86
<b>Unannualized Returns For the Period</b>	0.74 %	-1.13 %

**Baraboo Fire Department  
Monthly Report - May 2016**

Incident Responses	May	Year to Date	Totals	Year to Date	Percentage Increase/Decrease
	2016	2015	2015	2016	
Fire, Other	0	2	4	1	
Building Fire	1	8	14	4	
Fire in Mobile Home used as a Fixed Structure	0	0	0	0	
Fire in Structures other than Building	0	0	1	0	
Cooking Fire	1	4	9	3	
Chimney Fire	0	0	0	0	
Vehicle Fire	0	6	10	5	
Wildland Fire	0	7	11	0	
Trash or Rubbish Fire Contained	0	0	0	0	
Outside Rubbish, Trash or Waste Fire	0	0	2	0	
Dumpster or other Trash Receptacle Fire	1	1	4	1	
Outside Storage Fire	0	0	0	0	
Outside Gas or Vapor Combustion Explosion	0	0	0	0	
Medical Assist	3	4	17	4	
Vehicle Crash	4	22	72	21	
Motor vehicle/pedestrian crash	0	1	2	1	
Search for Person on Land	0	0	0	3	
Extrication of Victim(s) from Building/Structure	0	1	1	0	
Extrication from Vehicles	0	0	5	3	
Extrication, Other	0	0	1	0	
Elevator Rescue	0	0	0	0	
Water/Ice Rescue	0	0	0	0	
High Angle Rescue	1	0	3	1	
Hazardous Material	1	1	5	6	
Carbon Monoxide Incident	1	0	1	7	
Hazardous Call, Other	1	8	24	3	
Vehicle Accident - General Cleanup	2	3	9	3	
Animal Rescue	1	0	1	1	
Water Problem, Other	0	1	2	1	
Smoke or Odor Removal	0	1	1	0	
Sevice Call, Other	0	0	0	0	
Lock-out	0	0	0	0	
Assist Police	0	1	10	0	
Public Service	0	0	6	2	
Unauthorized Burning	0	2	5	1	
Authorized Burning	0	1	1	0	
Good Intent Call	0	22	41	9	
Dispatched/Cancelled	2	5	20	7	
Wrong Location	0	0	0	0	
Smoke Scare, Odor of Smoke	0	2	3	0	
Steam, Vapor, Fog or Dust thought to be Smoke	0	0	0	0	
Malicious Alarm	0	2	4	4	
Bomb Threat	0	0	0	0	
Alarm	6	17	41	17	
Carbon Monoxide Alarm	0	5	15	7	
Lightning Strike	0	0	0	0	
Severe Weather Standby	0	0	0	0	
Mutual Aid - City	2	3	8	4	
Mutual Aid - Rural	1	4	9	4	
<b>Totals</b>	<b>28</b>	<b>134</b>	<b>362</b>	<b>123</b>	
		<b>-4</b>	<b>-4</b>		<b>-5.38%</b>
		<b>130</b>	<b>358</b>		<b>Exposure Fires Total Incidents</b>
<b>Incident Responses by Municipality</b>	<b>Total Incidents</b>	<b>Percent</b>			
City of Baraboo	13	46.43%	69	56.10%	
Village of West Baraboo	3	10.71%	10	8.13%	
Town of Baraboo	7	25.00%	22	17.89%	
Town of Fairfield	1	3.57%	4	3.25%	
Town of Greenfield	1	3.57%	10	8.13%	
Town of Sumpter	0	0.00%	0	0.00%	
Mutual Aid - City	2	7.14%	4	3.25%	
Mutual Aid - Rural	1	3.57%	4	3.25%	
<b>Totals</b>	<b>28</b>	<b>100.00%</b>	<b>123</b>	<b>100.00%</b>	

**Baraboo Fire Department  
Monthly Report - May 2016**

<b>Fire Inspections</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec</b>	
City of Baraboo	17	48	154	124	148								
Village of West Baraboo	42	85	0	2	1								
Town of Baraboo	2	0	0	0	0								
Town of Fairfield	2	0	0	0	0								
Town of Greenfield	0	0	0	0	0								
Town of Sumpter	0	0	0	0	0								
<b>Totals</b>	<b>63</b>	<b>133</b>	<b>154</b>	<b>126</b>	<b>149</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
								<b>Total Inspections Year to Date</b>					<b>625</b>

<b>Fire Prevention Education - Current Month</b>	<b>Number of Activities</b>	<b>Number of Adults</b>	<b>Number of Children</b>	<b>Total Participants</b>	
Fire Extinguisher and Fire Safety Training	1	20	0	20	
Fire Safety Presentations	0	0	0	0	
Fire Safety House Training	2	157	743	900	
Other (Open House)	0	0	0	0	
<b>Grand Totals</b>	<b>3</b>	<b>177</b>	<b>743</b>	<b>920</b>	
			<b>Total Fire Safety Contacts Year to Date</b>		<b>1148</b>

	<b>Number of Smoke Alarms</b>	<b>Number of CO Alarms</b>	<b>Total</b>
<b>Install Smoke and Carbon Monoxide Alarms</b>	4	2	6
			<b>6 Year to Date Total</b>

**Baraboo Police Department  
Monthly Activity Report  
May 2016**

<b>Calls for Service</b>	<b>Current Month</b>	<b>Current Year to Date</b>	<b>Prior Year to Date</b>	<b>Change</b>	<b>Percentage Change</b>
Burglaries	0	12	18	-6	-33.33%
Thefts	35	173	210	-37	-17.62%
Check Welfare Mental	9	60	0	60	#DIV/0!
Mental Commitment	3	19	20	-1	-5.00%
Criminal Damage	7	36	31	5	16.13%
Assist other agencies	103	429	307	122	39.74%
Assists - West Baraboo	5	34	22	12	54.55%
Animal Complaints	37	87	115	-28	-24.35%
<b>Total of all Calls</b>	<b>949</b>	<b>4,253</b>	<b>3,737</b>	<b>516</b>	<b>13.81%</b>

<b>Traffic Crashes</b>					
Total Traffic Crashes	24	110	121	-11	-9.09%
Persons Killed	0	1	0	1	#DIV/0!
Persons Injured	8	28	19	9	47.37%
Pedestrians Injured	0	1	0	1	#DIV/0!

<b>Enforcement Activity</b>					
Adult Notices of Appearance	78	441	402	39	9.70%
Drug Charges	14	73	48	25	52.08%
Traffic Citations	396	2393	1739	654	37.61%
OWI Arrests	6	34	27	7	25.93%
Seatbelt Violations	43	205	158	47	29.75%
Traffic Warnings	177	1092	857	235	27.42%
Juvenile Offenses	21	193	211	-18	-8.53%
Curfew Violations	0	1	1	0	0.00%
Underage Alcohol Citations	6	18	19	-1	-5.26%
Parking Citations	35	1,332	1,450	-118	-8.14%

<b>Fines and Fees</b>					
Court Fines	\$2,549.43	\$23,377.18	\$27,557.10	-\$4,179.92	-15.17%
Parking Fines	\$2,050.00	\$20,737.13	\$26,195.50	-\$5,458.37	-20.84%
Police Department Fees	\$166.45	\$504.18	\$823.02	-\$318.84	-38.74%

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

**Absent:** none

**Others Present:** Mayor Palm, C. Giese, E. Geick, A. Kleczek Bolin, and others

**Call to Order** –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to adopt the amended agenda and carried unanimously. Moved by Sloan, seconded by Thurow to approve the minutes of May 10, 2016. Motion carried unanimously.

**Accounts Payable** – Moved by Thurow, seconded by Sloan to recommend Council approval of the accounts payable for **\$321,452.85**. Motion carried unanimously.

**Budget Amendments –**

The Committee reviewed the budget amendments for the first quarter, 2016. Moved by Sloan, seconded by Thurow and carried unanimously to approve the budget amendments.

**Fee Schedule –**

The Committee reviewed the fee schedule, noting attention to the new fee for Cell Tower Site review and increase in Utility fees. Moved by Sloan, seconded by Thurow and carried to recommend to Council.

**Bond Resolutions –**

Jim Mann of Ehlers and Associates reviewed the new debt issue and two refunding issues totaling \$5,480,000. The refunding of the 2007 issue of \$5060 and 2010 issue of \$1825 allow for a 4% savings or \$172,000. Several options for sizing were reviewed and the 2019 balloon for the unfunded pension liability was factored into the payment schedule. Jim reported on a recent sale in Fitchburg sold 20 yr debt for 2.07% He estimates the rate at sale time at 2.25% conservatively. The general consensus is to pursue option 3 which allows a smoothing of debt service, factoring in the 2019 Pension balloon payment. Moved by Sloan, seconded by Thurow and carried to recommend Option 3 for 19 year bonds, and all associated activities as recommended by Ehlers & Associates. The Committee's intention is to levy for the balloon payment in 2018.

**1208 Oak Street grant application – Former Ringling Hospital**

Ed advised that there are hazardous substances at 1208 Oak Street property and the City will proceed to phase 2 which includes the demolition of the building. Moved by Thurow, seconded by Sloan to authorize the city staff to proceed with grant funding application and acquiring the property at 1208 Oak Street. It was noted that a donation from TID 6 to TID 9 would be available to cover the city portion of the project.

**1208 Oak Street Wisconsin Ready for Reuse Grant – Former Ringling Hospital**

Ed advised that the grant is possible for the property at 1208 Oak Street. Moved by Sloan, seconded by Thurow and carried to authorize city staff to proceed with grant application and subsequent activities to secure the grant.

**Committee Comments:** None.

**Adjournment** – Moved by Sloan, seconded by Thurow and carried to adjourn. Motion carried, meeting adjourned at 6:45 p.m.

Cheryl Giese, Clerk-Finance Director

## Minutes of the Public Safety Committee Meeting – May 2, 2016

**Members Present:** Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Tom Pinion, Ed Geick, Wade Peterson, Chief Schauf, Mike Palm, Alene Kleczek Bolin.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 1:30 P.M. at the City Council Chambers, 135 4<sup>th</sup> Street, Baraboo, Wisconsin. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted and by voice vote, the motion carried. It was moved by Plautz, seconded by Kolb to approve the minutes of the March 21, 2016 meeting. By voice vote the motion carried.

### New Business

- a. Review Bid Tabulation and Recommend award of 2016 Public Works Contracts – Engineer Pinion presented to the Commission and recommended award of the respective contracts to the low bidders. It was moved by Kolb. It was moved by Kolb, seconded by Plautz to recommend award all bids to the low bidders. Motion carried unanimously.
- b. Review Bid Tabulation and Recommend award of 2016 Public Works Proposals – Pinion said that these proposal are for the Highway 12 Median Mowing, the Mowing of Noxious Weeds and Rank Growth, and Sidewalk Grinding. It was moved by Kolb, seconded by Plautz to recommend award the 2016 Public Works Proposals to the low bidders. Motion carried unanimously.
- c. Review Bid Tabulation and Recommend award of 2016 Street Reconstruction projects – Pinion said that the City has an aggressive year, looking at doing roughly \$1,000,000 in local streets and very competitive bids were received. It was moved by Kolb, seconded by Plautz to recommend award of Proposal A to Dean Blum Excavating and Proposals B, C, and D to A-1 Excavating. Motion carried unanimously.
- d. Review and approve a joint sealcoat project with the Village of West Baraboo on Connie Road – Pinion said that a proposal was included in the packet from Scott Construction, where they quoted the Village of West Baraboo for redoing all of Connie Road, from Highway 33 all the way up to Terrytown. He said that since the 60-acres of the Campus property is in the City of Baraboo, the City technically has the maintenance responsibilities to the centerline of the road. Therefore, the Village has asked the City if we would be willing to participate in a joint project with them. The price of a double sealcoat would be just under \$10,000. Kolb asked if West Baraboo took competitive bids on this project. Pinion said that he didn't know if they formally bid it; however, they did get prices from two different companies, Farhner, and Scott, with Scott being the lower of the two. It was moved by Kolb, seconded by Plautz to approve a joint sealcoat project with the Village of West Baraboo on Connie Road for the Campus frontage. Motion carried unanimously.
- e. Baraboo Public Arts Association's proposal to "beautify" the fire hydrants and trash receptacles in the downtown area – Mayor Palm said that Morgan McArthur of the Baraboo Arts Association came up with an idea that kind of do something that would be low cost and make the City special. It was felt that it would be a good idea to do something with the fire hydrants this year and expand it to some of the trash receptacles next year. This is no cost to the City, it would be artists that would come in and would like to do it the same day as the Art Fair On The Square. He said that there are nine hydrants in the downtown area that they would like to do art on. Palm then presented a sample that McArthur did to a hydrant on the corner of 5<sup>th</sup> and Ash Street. Kolb asked if this would be the standard design or would they all be different. Mayor and Geick said that there would be nine or ten different artists; therefore, they would all be different. All artists have been told their parameters and McArthur will be in charge what would be allowed. Geick said that it will be worked out with Peterson and all will be given a list of rules. A question was raised about the time-limit of painting. Peterson said that hydrants are painted about every 20 years and the downtown hydrants were painted approximately three years ago. Pinion asked if the markings are only visible for the pedestrians or will it be all around the hydrant where the motors can see them also. Palm said that they will be more embellished from the sidewalk side. It was moved by Plautz, seconded by Kolb to approve the proposal from the Baraboo Public Arts Association. Motion carried unanimously.
- f. Review the Commissioner of Railroad's determination to change the crossing signals at the Vine Street RR Crossing – Pinion said that Wisconsin Southern Pacific petitioned to remove those since they weren't functioning very well, and there is such low volume; therefore, the City could get away without any formal signals whatsoever. Therefore, the markings are the standard cross bucks with a yield sign behind them.
- g. Consider adding a Communication Tower Application Fee to the City's Official Fee Schedule – Pinion said every couple of years the fees scheduled is looked at to see if any adjustments need to be made and with Atty. Kleczek Bolin's background with the County, where they have dealt with communications towers far more than the City, it was felt that an application fee would be appropriate. He said that this is a relatively time-consuming item for staff and then ultimately if it progresses to negotiate the leases, etc. He said that there are two categories, one for leasing city-owned facilities, such as the water towers and the other would be for a stand-alone tower, such as the Jackson property is. Attorney Kleczek Bolin handed out documents to the Commission explaining tower fees that talks about what the application fee is for a lease. She said that whenever someone wants to apply to have a lease to use City property for a tower, or for putting on some existing equipment the City would require them to have a fee, around \$1500 is reasonable. This fee would be for the time it takes to negotiate the lease and effort to figure out exactly what is wanted and where it is wanted. It was stated that there would be a \$2500 application fee for the tower and also the fee for the conditional use permit for the tower. It was stated that by State Statutes the \$2500 fee is the most that can be charged, and there are different levels. It was stated that the fee would have to be paid upfront and would be a non-refundable fee. It was moved by Kolb, seconded by Plautz to move forward with adding a Communication Tower Application Fee to the City's Official Fee Schedule. Motion carried unanimously.
- h. Review and Approve Revisions to the City's Official Fee Schedule for Utility Rates – Pinion stated that this is updating the fees to reflect what was approved through the PSC and what the Council has approved in terms of regular fee increases. It was moved by Kolb, seconded by Plautz to recommend approval of the revisions to the City's Official Fee Schedule for Utility Rates. Motion carried unanimously.
- i. Review and Approve monthly Billing Adjustments/Credits for Sewer and Water Customers for March and April 2016 – Peterson said that most of March's were for freezing during winter months and the two bigger adjustments for April were for the swimming pool, and a coding error for Teel Plastics. It was moved by Kolb, seconded by Plautz for approve the monthly billing adjustments/credits for Sewer and Water customers for March and April as presented. Motion carried unanimously.

## **Reports**

- a. **Utility Superintendent's Report** – Peterson showed two videos about pipe bursting and the project on Water Street. During the videos Peterson narrated the process, saying that it went very well. Peterson said that both crews are on ten hour days. This week they will be exercising valves and flushes more hydrants. The Wastewater crew is jetting sewers and as soon as the weather is better they have two more days of hauling bio-solids out.
- b. **Street Superintendent's Report** – Koss said that they have been through the city twice picking up brush and leaves, all stump holes are filled, strawed, and seeded. He said that they are starting some of the digs, a lot of which are for Utilities. He said once digs are done they department will begin crackfilling.
- c. **Police Chief's Report** – Chief Schauf that he has received an anonymous donation to the City in the amount of \$5,000 for the use toward the purchase of body-worn cameras. He said because of the donation he was able to mix around some money in his budget and there will be ten cameras as soon as they are available. He said that the department is getting into the busy season with all festivals and fairs that will be coming. He reported that at the PFC meeting they approved to move forward to fill a second school resource officer. He said the goal is to interview before the end of the school year and have the position ready for the start of next school year.
- d. **Fire Chief's Report** – Chief Stieve was not present.

**ADJOURNMENT** – Kolb moved, Plautz seconded to adjourn the meeting at 2:29 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

## Minutes of the Public Safety Committee Meeting – May 31, 2016

**Members Present:** Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Tom Pinion, Ed Geick, Wade Peterson, Chief Schauf, Mike Palm, Alene Kleczek Bolin.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 1:30 P.M. at the City Council Chambers, 135 4<sup>th</sup> Street, Baraboo, Wisconsin. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted and by voice vote, the motion carried. It was moved by Plautz, seconded by Kolb to approve the minutes of the March 21, 2016 meeting. By voice vote the motion carried.

### New Business

- a. Review Bid Tabulation and Recommend award of 2016 Public Works Contracts – Engineer Pinion presented to the Commission and recommended award of the respective contracts to the low bidders. It was moved by Kolb. It was moved by Kolb, seconded by Plautz to recommend award all bids to the low bidders. Motion carried unanimously.
- b. Review Bid Tabulation and Recommend award of 2016 Public Works Proposals – Pinion said that these proposal are for the Highway 12 Median Mowing, the Mowing of Noxious Weeds and Rank Growth, and Sidewalk Grinding. It was moved by Kolb, seconded by Plautz to recommend award the 2016 Public Works Proposals to the low bidders. Motion carried unanimously.
- c. Review Bid Tabulation and Recommend award of 2016 Street Reconstruction projects – Pinion said that the City has an aggressive year, looking at doing roughly \$1,000,000 in local streets and very competitive bids were received. It was moved by Kolb, seconded by Plautz to recommend award of Proposal A to Dean Blum Excavating and Proposals B, C, and D to A-1 Excavating. Motion carried unanimously.
- d. Review and approve a joint sealcoat project with the Village of West Baraboo on Connie Road – Pinion said that a proposal was included in the packet from Scott Construction, where they quoted the Village of West Baraboo for redoing all of Connie Road, from Highway 33 all the way up to Terrytown. He said that since the 60-acres of the Campus property is in the City of Baraboo, the City technically has the maintenance responsibilities to the centerline of the road. Therefore, the Village has asked the City if we would be willing to participate in a joint project with them. The price of a double sealcoat would be just under \$10,000. Kolb asked if West Baraboo took competitive bids on this project. Pinion said that he didn't know if they formally bid it; however, they did get prices from two different companies, Farhner, and Scott, with Scott being the lower of the two. It was moved by Plautz, seconded by Plautz to approve a joint sealcoat project with the Village of West Baraboo on Connie Road for the Campus frontage. Motion carried unanimously.
- e. Baraboo Public Arts Association's proposal to "beautify" the fire hydrants and trash receptacles in the downtown area – Mayor Palm said that Morgan McArthur of the Baraboo Arts Association came up with an idea that kind of do something that would be low cost and make the City special. It was felt that it would be a good idea to do something with the fire hydrants this year and expand it to some of the trash receptacles next year. This is no cost to the City, it would be artists that would come in and would like to do it the same day as the Art Fair On The Square. He said that there are nine hydrants in the downtown area that they would like to do art on. Palm then presented a sample that McArthur did to a hydrant on the corner of 5<sup>th</sup> and Ash Street. Kolb asked if this would be the standard design or would they all be different. Mayor and Geick said that there would be nine or ten different artists; therefore, they would all be different. All artists have been told their parameters and McArthur will be in charge what would be allowed. Geick said that it will be worked out with Peterson and all will be given a list of rules. A question was raised about the time-limit of painting. Peterson said that hydrants are painted about every 20 years and the downtown hydrants were painted approximately three years ago. Pinion asked if the markings are only visible for the pedestrians or will it be all around the hydrant where the motors can see them also. Palm said that they will be more embellished from the sidewalk side. It was moved by Plautz, seconded by Kolb to approve the proposal from the Baraboo Public Arts Association. Motion carried unanimously.
- f. Review the Commissioner of Railroad's determination to change the crossing signals at the Vine Street RR Crossing – Pinion said that Wisconsin Southern Pacific petitioned to remove those since they weren't functioning very well, and there is such low volume; therefore, the City could get away without any formal signals whatsoever. Therefore, the markings are the standard cross bucks with a yield sign behind them.
- g. Consider adding a Communication Tower Application Fee to the City's Official Fee Schedule – Pinion said every couple of years the fees scheduled is looked at to see if any adjustments need to be made and with Atty. Kleczek Bolin's background with the County, where they have dealt with communications towers far more than the City, it was felt that an application fee would be appropriate. He said that this is a relatively time-consuming item for staff and then ultimately if it progresses to negotiate the leases, etc. He said that there are two categories, one for leasing city-owned facilities, such as the water towers and the other would be for a stand-alone tower, such as the Jackson property is. Attorney Kleczek Bolin handed out documents to the Commission explaining tower fees that talks about what the application fee is for a lease. She said that whenever someone wants to apply to have a lease to use City property for a tower, or for putting on some existing equipment the City would require them to have a fee, around \$1500 is reasonable. This fee would be for the time it takes to negotiate the lease and effort to figure out exactly what is wanted and where it is wanted. It was stated that there would be a \$2500 application fee for the tower and also the fee for the conditional use permit for the tower. It was stated that by State Statutes the \$2500 fee is the most that can be charged, and there are different levels. It was stated that the fee would have to be paid upfront and would be a non-refundable fee. It was moved by Kolb, seconded by Plautz to move forward with adding a Communication Tower Application Fee to the City's Official Fee Schedule. Motion carried unanimously.
- h. Review and Approve Revisions to the City's Official Fee Schedule for Utility Rates – Pinion stated that this is updating the fees to reflect what was approved through the PSC and what the Council has approved in terms of regular fee increases. It was moved by Kolb, seconded by Plautz to recommend approval of the revisions to the City's Official Fee Schedule for Utility Rates. Motion carried unanimously.
- i. Review and Approve monthly Billing Adjustments/Credits for Sewer and Water Customers for March and April 2016 – Peterson said that most of March's were for freezing during winter months and the two bigger adjustments for April were for the swimming pool, and a coding error for Teel Plastics. It was moved by Kolb, seconded by Plautz for approve the monthly billing adjustments/credits for Sewer and Water customers for March and April as presented. Motion carried unanimously.

## Reports

- a. Utility Superintendent's Report – Peterson showed two videos about pipe bursting and the project on Water Street. During the videos Peterson narrated the process, saying that it went very well. Peterson said that both crews are on ten hour days. This week they will be exercising valves and flushes more hydrants. The Wastewater crew is jetting sewers and as soon as the weather is better they have two more days of hauling bio-solids out.
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- c. Police Chief's Report – Chief Schauf that he has received an anonymous donation to the City in the amount of \$5,000 for the use toward the purchase of body-worn cameras. He said because of the donation he was able to mix around some money in his budget and there will be ten cameras as soon as they are available. He said that the department is getting into the busy season with all festivals and fairs that will be coming. He reported that at the PFC meeting they approved to move forward to fill a second school resource officer. He said the goal is to interview before the end of the school year and have the position ready for the start of next school year.
- d. Fire Chief's Report – Chief Stieve was not present.

ADJOURNMENT – Kolb moved, Plautz seconded to adjourn the meeting at 2:29 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

Administrative Committee

June 6, 2016

Present: Thurow, Ellington, Alt

Absent: none

Also Present: Mayor Palm, Clerk Giese, Adm. Geick, Chief Schauf, Atty Kleczek Bolin and media

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

Moved by Ellington and seconded by Alt and carried to approve the minutes of May 2, 2016. Motion by Alt, seconded by Ellington to approve the agenda and carried unanimously.

Airport Operations: Giese reviewed monthly airport activities of conducting annual hanger inspections. MSA Professional Services are in the process of completing the video explaining the runway reconstruction project which should be released in the next few weeks. The video will explain reconstruction of the existing footprint and options for widening the runway as either a federal/state or local project. Giese reported that the approach operations has finally been accomplished and lessons learned have been to stay ahead of the flight checks and monitor our own airspace actively looking for obstructions that may impact the approaches. The Bureau of Aeronautics is in the process of preparing specifications for taking bids for demolition and clearing of the Coolidge property. Plans are to clear that property later this summer.

Discussion of definitions of warehouses, self-storage rental sheds, minim storage facilities and mini warehouses – Alene explained that definitions in the code are inconsistent and different terms are used throughout the ordinance. Uses are also listed as prohibited and/or conditional which conflicts in several areas.

The Committee reviewed a draft ordinance setting definitions and setting conditional uses. Self-storage rental facility and warehouses will become standard terms throughout the ordinance with allowable conditional uses in zoning districts I-3 and I-4. Currently, self-storage facilities are allowed by conditional use in District B-3, but that will be removed with the proposed ordinance change. The changes will be reviewed also by the Plan Commission before moving along to the Council. Moved by Ellington, seconded by Alt and carried unanimously to recommend the proposed ordinance to Council for approval.

Next meeting is to be held July 1, 2016 at 12 p.m. Moved by Ellington, seconded by Alt to meet at noon for future meetings and carried unanimously.

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

Cheryl M. Giese  
Clerk-Finance Director

## **Minutes of the Public Safety and Administration Building Stakeholder Group Meeting**

**Date and Time:** Thursday, May 19, 2016 at 6:00p.m.

**Location:** Council Chambers, City Hall, 135 4<sup>th</sup> Street, Baraboo, WI

**Members in Attendance:** Bekah Stelling, Kevin Vodak, Dennis Thurow, Anthony Kujawa, Scott O'Donnell

**Members Absent:** Lacey Steffes, Gil Gerdman, Paul Kujak

**Others Present:** Ed Geick, Tom Pinion, Police Chief Schauf, Pat Cannon, Tim Damos

Ed Geick called the meeting to order at 6:00 PM and noted compliance with the Open Meeting Law.

### Items to be discussed:

1. Review the preliminary site plan and building plans for the new Public Safety & Administration Building.

City Engineer Tom Pinion and City Administrator Geick presented the preliminary site plan for the new building for site B. There was general discussion and questions about the site and plans. The design of the building accommodates the architects square footage recommendations for Police and Administration. The Police department would be on the lower level facing north and the City Hall would be on the upper level facing south. There would be space available for future expansion of both sections of the building for the future.

A motion was made by Kujawa and seconded by Stelling to recommend the site B plan to the City Council. By voice vote the motion was unanimously approved. .

Adjournment: Vodak moved and O'Donnell seconded a motion to adjourn at 7:34 PM. unanimously approved.