

2nd AMENDED* AGENDA

**CITY OF BARABOO COMMON COUNCIL
Council Chambers, 101 South Blvd., Baraboo, Wisconsin
Tuesday, December 11, 2018, 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. Truman, Adm. Geick, Clerk Zeman, Finance Director Haggard, City Engineer Pinion, Utility Super. Peterson, Street Super. Gilman, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Jessica Bergin, CDA Director, the News Republic, WBDL, and 99.7FM

Notices sent to other interested parties: Citizen Agenda Group, Media Agenda Group

CALL TO ORDER

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF PREVIOUS MINUTES - (Voice Vote): November 27, 2018

APPROVAL OF AGENDA (Voice vote):

COMPLIANCE WITH OPEN MEETING LAW NOTED

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

MAYOR'S COMMENTS – The Mayor would like to recognize the following fire personnel on their anniversaries with the Baraboo Fire Department. Congratulations to each of you for all your contributions, dedication, and commitment to the citizens of Baraboo.

5 Years of Service

- Brandon Green
- Sean Collins
- David Kitkowski
- Robert Rognrud
- Aaron Diers
- Logan Rabata
- Jordan LaMasney

10 Years of Service

- Mark Steward
- Tony Aguado
- Dave Schrofer
- Jonah Moline
- Karl Denker
- Andrew Yngsdal

15 Years of Service

- Lee Vierbicher

CONSENT AGENDA (roll call)

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

CA-2...Approve the Taxi Operating and Capital Assistance grant application for 2019, policy changes for the taxi program, and the 2019 Lease Agreement.

NEW BUSINESS RESOLUTIONS

NBR-1...Approve extending the Assessor’s Contract with Tyler Technologies, Inc. for the years of 2019-2021.

NBR-2...Approve the North Central Wisconsin Stormwater Coalition Cooperative Agreement beginning February 1, 2019 through January 31, 2024.

NBR-3...Approve the creation of the Assistant Fire Chief's position, job description and setting a grade.

NBR-4...Approve lease agreement with I A.M. Dairy for the lease of a parking lot located at 114 Walnut Street.

***NBR-5**...Approve the adoption of the new Sewer Utility Rate Structure.

COMMITTEE OF THE WHOLE

Discussion with the Council as a Committee of the Whole regarding an update on the Baraboo Acts programs.

OTHER ACTIONABLE ITEMS:

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

REPORTS, PETITIONS, AND CORRESPONDENCE - The City acknowledges receipt and distribution of the following: **Reports from September, October, November 2018** – Building Inspection

Minutes from the Following Meetings –

Copies of these meeting minutes are included in your packet:

Finance/Personnel	11-27-18	BID	11-21-18
Public Safety	11-12-18	Plan Comm.	10-16-18

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

Public Arts	10-25-18	Library Board	11-29-18
Board of Canvassers	11-12-18	Park & Recreation	11-12-18

Petitions and Correspondence Being Referred:

INFORMATION

ADJOURNMENT (Voice Vote)

Brenda Zeman, City Clerk

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

DECEMBER 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9	10	11	12	13	14	15
	Park & Rec Administrative Public Safety	Finance Council				
16	17	18	19	20	21	22
	SCDC PFC	Plan Library	BID	UW Campus		
23	24	25	26	27	28	29
	City Offices CLOSED	Christmas Day Offices CLOSED	Ambulance	Emergency Mgmt		
30	31	1	2	3	4	5

JANUARY 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		NEW YEARS DAY OFFICES CLOSED		BEDC		
6	7	8	9	10	11	12
	Administrative	Finance Council				
13	14	15	16	17	18	19
	Park & Rec	Plan Library CDA	BID	UW Campus		
20	21	22	23	24	25	26
	SCDC PFC	Finance Council		Emergency Mgmt Public Arts		
27	28	29	30	31	1	2
	Public Safety		Ambulance			

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 101 South Blvd., 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.

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, November 27, 2018 – 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, Zolper, Thurow

Council Members Absent: Alt

Others Present: Chief Schauf, Adm. Geick, Attny. Truman, Clerk Zeman, M. Hardy, T. Pinion, W. Peterson, K. Stieve, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Sloan and carried to approve the minutes of November 13, 2018.

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

Compliance with the Open Meeting Law was noted.

PUBLIC HEARING – The Mayor announced that this is the published date and time to hear public comment concerning:

- Proposed assessments to be levied in the Baraboo Improvement District (BID)

No one spoke and the Mayor closed the Public Hearing.

- Proposed 2019 City Budget

Ed Geick presented the highlights for the 2019 City Budget.

Mayor Palm noted that the Alma Waite budget is to be used for very specific purposes. Over the years this money has been used as a contribution towards the restoration of the Al Ringling theatre, Concerts on the Square, the Tuscania Memorial, etc. The Boys & Girls club requested money this year for renovations to the Teen Center.

Karen DeSanto spoke on behalf of the Boys & Girls Club. She appreciates the opportunity to apply for, and receive, Alma Waite money for the purpose of their Teen renovation. The Boys & Girls Club is 19 years old and continues to assist youth's ages 7 through 18 years old as an enrichment program. They provide basic life needs such as hot nutritious meals, academic support, healthy caring adult relations, and a place where they belong. Their members participate in programs that focus on 3 pillars of success: Academics, Healthy Life Styles, and Good Character and Leadership. About 4 years ago they launched their "SASI" initiative, their Successful Academic Success Initiative, to prepare kids for 100% graduation rates and readiness for college or a tech school. Members also participate in community service learning projects; learning to give back to the community with their time and talent. On behalf of the Boys & Girls Club, she thanked the Council for their support and consideration of this funding.

No one else spoke and the Mayor closed the Public Hearing.

PUBLIC INVITED TO SPEAK – No one spoke.

MAYOR'S COMMENTS – None.

CONSENT AGENDA

Resolution No. 18-93

THAT the Accounts Payable, in the amount of \$ 1,108,681.18 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 18-94

That the Weights and Measures Assessments for 2018 are hereby approved and that the City Clerk shall notify affected businesses of their final assessment as provided in the City Code.

Moved by Wedekind, seconded by Kolb and carried that the Consent Agenda be approved-8 ayes.

2ND READING ORDINANCES

Moved by Ellington, seconded by Sloan and carried unanimously to approve the 2nd reading of **Ordinance No. 2505** approving the request to rezone the 0.26-acre parcel on the Northwest Corner of the intersection of South Parkway and Quarry Street being part of the SW ¼ of the NE ¼ of Section 2, T11N, R6E, located at 404 South Parkway, from R-1A Single Family Residential to NRO Neighborhood Residential Office to allow the operation of a beauty shop.

Moved by Petty, seconded by Plautz and carried unanimously to approve the 2nd reading of **Ordinance No. 2506** amending the City's Zoning Code-Section 17.36C Conditional Use Overlay District of the City of Baraboo Code of Ordinances to add a list of Prohibited Uses.

Moved by Wedekind, seconded by Sloan and carried unanimously to approve the 2nd reading of **Ordinance No. 2507** amending §12.03(7)(a)2 of the Baraboo Municipal Code to eliminate the license bond requirement for secondhand article and jewelry dealers.

NEW BUSINESS**Resolutions:****Resolution No. 18-95**

That the proposed 2019 BID budget in the amount of \$47,900 and attached hereto is approved, and;

That the following is made a part of the Budget.

1. A reserve, to be known as the Reserve for Public Parking, Acquisition and Infrastructure Improvement Reserve, is established to be funded as follows:

The unspent balance, as determined by appropriate accounting methods, of the funds for each fiscal year as of December 31 of each year, shall be placed in a reserve to be used exclusively for acquisition of land for public parking purposes, lighting, marking, signing, and landscaping of municipal parking lots and sidewalks, acquisition and public placement of receptacles for trash and garbage collection. Funds may be expended for these purposes at any time upon the affirmative vote of any five Directors.

Other than for the foregoing purposes, funds shall be expended from the reserve only on the affirmative vote of three quarters of all of the Directors of the BID.

2. In order to be paid, all bills must be signed by a BID Director or employee prior to being submitted to the Finance Committee.
3. All bills to be paid must be in the hands of the Treasurer no later than noon on the Friday immediately prior to the regular monthly meeting of the BID Board of Directors.
4. All Directors are to be compensated out of the General Administrative Account for the following expenses necessarily incurred: Postage, photocopies at \$.15 per page, mileage at IRS approved rates when authorized in advance by the BID Board of Directors.

5. All BID funds are to be turned in to either the BID Treasurer or the City Treasurer within 72 hours or receipt of the same. If turned in to the City Treasurer, the receipt for same shall be turned in to the BID Treasurer within 72 hours of receiving same.
6. No purchase or an obligation of the BID shall be paid in cash. All such purchases and obligations shall be paid by check issued by the City Treasurer.
7. Any non-budgeted items of income received during a fiscal year shall be placed in the contingency fund for the same year.

Moved by Petty, seconded by Sloan and carried that **Resolution No. 18-95** be approved-8 ayes.

Resolution No. 18-96

WHEREAS, the Common Council of the City of Baraboo held a public hearing in the Council Chambers at 7:00 p.m. on the 27th day of November, 2018 for the purpose of hearing all interested persons concerning the preliminary resolution and the report on the proposed assessments to be levied upon property within the District, and the estimated costs of the operating plan for the Business Improvement District, and heard all interested persons who desired to speak at the hearing;

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

The report pertaining to the proposed assessments and plans, specifications and estimated costs for the Baraboo Business Improvement District is adopted and approved. Payment of the assessments shall be made by assessing the properties benefited as indicated in the Report and that the assessments shown on the report, representing an exercise of police power, have been determined on a reasonable basis and are hereby confirmed. The assessments are due and payable interest free on or before March 1, 2019 and assessments not paid by September 1, 2019 shall become a delinquent tax against the property as provided by Section 66.60 (15), Wis. Stats.

The City Clerk shall publish the resolution as a Class 1 notice under Chapter 985, Wis. Stats., in the assessment district and a copy of this resolution and a statement of the final assessment against the benefited property shall be mailed to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Moved by Petty, seconded by Sloan and carried that **Resolution No. 18-96** be approved-8 ayes.

Resolution No. 18-97

THAT the Parks and Recreation Department be authorized to purchase a treadmill from Summit Commercial Fitness in the amount of \$3,545 for the Civic Center fitness room using auction proceeds from the previous sale of surplus equipment.

Moved by Sloan, seconded by Wedekind and carried that **Resolution No. 18-97** be approved-8 ayes.

Resolution No. 18-98

Alma Waite Budget - 2019

	2018				2019
	Original Budget	Amended Budget	YTD	Projected Ending	Budget
Revenue:					
Interest on Special Assessments	\$ 275	\$ 275	\$ 275	\$ 275	\$ 135
Interest on Investments, net of fees	14,551	14,551	12,917	17,845	24,375
Fund Balance Applied	1,880	3,380	-	-	3,687
Total Interest and FB Revenue	16,706	18,206	13,191	18,120	28,197
Special Assessments (non-spendable fund balance)	3,271	3,271	3,770	3,770	2,270
Total Revenues	\$ 19,977	\$ 21,477	\$ 16,962	\$ 21,890	\$ 30,467

	2018				2019
	Original Budget	Amended Budget	YTD	Projected Ending	Budget
Expenditures:					
Required:					
25% Annual Interest Earnings	\$ 3,706	\$ 3,706	\$ 3,298	\$ 4,530	\$ 6,128
Special assessments returned to restricted fund balance	3,271	3,271	3,770	3,770	2,270
New:					
Concerts on the Square	9,000	9,000	9,000	9,000	10,000
Tuscania Memorial (pd when they reach 90% funding, expires 12/31/18)	-	1,500	-	1,500	-
Sauk County Art Tour	500	500	-	500	-
Al Ringling Theatre Friends Event Fee Sponsorship (1/15/18)	3,500	3,500	3,500	3,500	-
Ochsner Park Zoo Sidewalk	-	-	-	-	8,500
Teen Center Renovation-Civic Center	-	-	-	-	3,569
Total expenditures	\$ 19,977	\$ 21,477	\$ 19,568	\$ 22,800	\$ 30,467

	2018	2019
Anticipated Expendable Fund Balance:	Projected	Budget
Expendable fund balance, beginning of year	\$ 4,597	\$ 3,687
Change in expendable fund balance	(910)	(3,687)
Expendable fund balance, ending of year	\$ 3,687	\$ (0)

	Projected	Budget
Anticipated Non-Expendable Fund Balance:		
Non-expendable fund balance, beginning of year	\$ 1,171,954	\$ 1,176,484
Change in non-expendable fund balance	4,530	6,128
Non-expendable fund balance, ending of year	\$ 1,176,484	\$ 1,182,612

Moved by Ellington, seconded by Sloan and carried that **Resolution No. 18-98** be approved-8 ayes.

Resolution No. 18-99

THAT, the proposed 2019 Sanitary Sewer Budget for the City of Baraboo in the amount of **\$1,719,387** is hereby adopted; and,

BE IT FURTHER RESOLVED, that adoption of said budget establishes the following sewer rates effective beginning the first quarter billing of 2019:

City of Baraboo:	Sewer Use Fee	.3597
	Debt Service Fee	.0664
TOTAL:	* 100 Gallons Usage	.4261
Outlying Area:	* 100 Gallons Usage	.2735
Surcharge for:	BOD	0.64/lb
	S.S.	0.70/lb
	Phosphorus	2.98/lb
Septage		\$116.72/1000 gallons

Holding Tank		\$ 10.85/1000 gallons
Administration Fee		\$ 15.00/load
Bio Solids	Class A	
	We haul	\$ 22.50/load
	Customer hauls	\$ 0.75/yd.
	Less than 0.454 cy	FREE
	Class B	FREE
Digester Solids Treatment		\$ 50.00/100 lbs. of dry solids
BOD Testing		\$ 18.00/sample
S.S. Testing		\$ 12.00/sample
pH Testing		\$ 7.00/sample
Phosphorus Testing		\$ 23.00/sample

Moved by Wedekind, seconded by Plautz and carried that **Resolution No. 18-99** be approved-8 ayes.

Resolution No. 18-100

That the Water Utility Budget for 2019 in the amount of \$1,924,833 is hereby approved.

Moved by Sloan, seconded by Petty and carried that **Resolution No. 18-100** be approved-8 ayes.

Resolution No. 18-101

That the Stormwater Utility Budget for 2019 in the amount of \$1,102,912 is hereby approved.

Moved by Wedekind, seconded by Ellington an carried that **Resolution No. 18-101** be approved-8 ayes.

Resolution No. 18-102

WHEREAS, the proposed 2019 Budget Document appropriates out of the receipts of the City of Baraboo for the year 2019, including monies received from the general property tax levy, to the various Funds shown below, the following amounts:

General Fund (Fund 100):	\$12,458,215
Debt Service Fund (Fund 300):	\$ 3,068,078
Capital Funds (Fund 430 & 432):	<u>\$ 2,450,049</u>
Total of Funds with Levy	<u>\$17,976,342</u>

BE IT FURHER RESOLVED THAT THE Common council of the City of Baraboo hereby approves and accepts the 2019 Budget in the amount of \$17,976,342 dollars, and;

BE IT FURHER RESOLVED that there is hereby levied a tax of \$8,503,461 on all taxable property within the City of Baraboo as returned by the assessor in the 2018 assessment roll for the uses and purposes set forth in the 2019 budget. A detail of the levy by fund follows:

General Fund (Fund 100):	\$ 6,915,186
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Debt Service Fund (Fund 300):	\$ 1,438,225
Capital Fund (Fund 430):	<u>\$ 150,050</u>
Total Levy	<u>\$ 8,503.461</u>

Moved by Petty, seconded by Sloan and carried that **Resolution No. 18-102** be approved-8 ayes.

Resolution No. 18-103

That the following TIF Funds’ budgets for 2019 be hereby approved:

TIF #6 (Fund 360):	\$ 677,184
TIF #7 (Fund 370)	\$ 395,067
TIF #8 (Fund 380):	\$ 287,654
TIF #9 (Fund 309):	\$ 700

Moved by Wedekind, seconded by Ellington and carried that **Resolution No. 18-103** be approved-8 ayes.

Resolution No. 18-104

That the following Funds’ budgets for 2019 be hereby approved:

Taxi (Fund 230):	\$ 564,030
Park Impact/Development (Fund 250):	\$ 54,300
Public Safety Impact Fees (Fund 252):	\$ 51,726
Lead LSL Funds (Fund 261):	\$ 101,125
Fire Equipment Replacement (Fund 420):	\$ 50,000
Emergency Management Equipment Fund (Fund 421):	\$ 0
Land Development (Fund 460)	: \$ 50
Capital Equipment Fund (Fund 490):	\$ 110,700
Liability Insurance (Fund 720)	\$ 109,243
Unfunded Pension Liability (Fund 740):	\$ 56,961
Kuenzi Estate (Fund 830):	\$ 11,700
Library Building Fund (Fund 851):	\$ 663,380
Park Segregated (Fund 870):	\$ 104,200
Oschner Park House (Fund 890):	\$ 7,500
Firefighters Retirement Fund (Fund 900):	\$ 16,000

Moved by Sloan, seconded by Plautz and carried that **Resolution No. 18-104** be approved-8 ayes.

Ordinances:

Moved by Sloan, seconded by Petty and carried unanimously to approve suspending the requirement for a second reading of **Ordinance No. 2508**.

Moved by Sloan, seconded by Petty and carried unanimously to approve the 1st reading of **Ordinance No. 2508:**

An Ordinance repealing and recreating Ordinance 2491 and thereby and therein amending Sections 1.49(3) and 8.01(4) of the City of Baraboo Municipal Code thereby detaching the Property described below from the City of Baraboo, Sauk County, Wisconsin.

AS FOLLOWS:

WHEREAS, a petition for the detachment of the Property from the City of Baraboo (the "City") has been presented by the owner of the Property, the Village of West Baraboo (the "Village"), to the City Clerk and Common Council, and

WHEREAS, the Village has verified that the Property is owned in its entirety by the Village and contains approximately 29.52 acres, more or less, with a current population of zero person; and

WHEREAS, the Village has caused a Notice of Intent to Circulate a Petition to Detach Land to be published in the official paper of the City as a Class One Notice, and

WHEREAS, the Plan Commission reviewed the proposed detachment at the time the Offer to Purchase the property was presented to the City, and

WHEREAS, the Common Council accepts the petition for detachment as sufficient and hereby determines that the detachment proceedings herein have met the requirements of the Wisconsin Statutes, and

WHEREAS, it is in the best interest of the City that the Property be detached from the City and the Common Council by an affirmative vote of at least three-fourths of the governing body has approved the detachment petition at a meeting of the City Council duly called and held.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN DO ORDAIN AS FOLLOWS:

1. Sections 1.49(3) and 8.01(4) of the Municipal Code of the City of Baraboo are hereby amended to include this Ordinance, which detaches the following Property from the City of Baraboo:

PARCEL 1 DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWN 12 NORTH, RANGE 6 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27 WHICH IS THE POINT OF BEGINNING: THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27 S89°55'08"W, 432.81 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY "BD" (FORMERLY U.S. HIGHWAY "12"); THENCE ALONG SAID RIGHT-OF-WAY LINE N24°29'23"W, 425.49 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N32°44'29"W, 501.39 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N26°17'34"W, 450.29 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N51°08'54"E, 73.81 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N78°28'56"E, 60.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TERRYTOWN ROAD; THENCE N00°24'03"W, 37.91 FEET TO A POINT ON THE NORTH LINE OF THE SE1/4 OF THE SW1/4 OF SAID SECTION 27; THENCE ALONG SAID NORTH LINE N89°53'16"E, 756.01 FEET; THENCE S00°29'04"W, 458.19 FEET; THENCE N89°50'19"E, 218.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE ALONG SAID EAST LINE S00°29'04"W, 852.36 FEET TO THE POINT

OF BEGINNING.

SAID PARCEL CONTAINS 916913 SQUARE FEET OR 21.05 ACRES TOTAL OR 889,702 SQUARE FEET OR 20.42 ACRES LESS TERRYTOWN ROAD RIGHT-OF-WAY, MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND OR USAGE.

PARCEL 2 DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWN 12 NORTH, RANGE 6 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27 S89°55'08"W, 644.22 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY "BD" (FORMERLY U.S. HIGHWAY "12") AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ONE-QUARTER LINE S89°55'08"W, 661.12 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27 N00°25'15"E, 1125.87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TERRYTOWN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N60°43'34"E, 40.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY "BD" (FORMERLY U.S. HIGHWAY "12"); THENCE ALONG SAID RIGHT-OF-WAY LINE S32°45'12"E, 226.74 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S25°02'22"E, 451.37 FEET; THENCE CONTINUING ALONG SAID RIGH-OF-WAY LINE S36°08'23"E, 75.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 396,528 SQUARE FEET OR 9.10 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

COUNTY TRUNK HIGHWAY BD DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWN 12 NORTH, RANGE 6 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27 S89°55'08"W, 432.81 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY "BD" (FORMERLY U.S. HIGHWAY "12") AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE N24°29'23"W, 425.49 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N32°44'29"W, 501.39 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N26°17'34"W, 450.29 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N51°08'54"E, 73.81 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N78°28'56"E, 60.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TERRYTOWN ROAD; THENCE N00°24'03"W, 37.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27; THENCE ALONG

SAID NORTH LINE S89°53'16"W, 332.80 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER S00°25'15"W, 183.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TERRYTOWN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N60°43'34"E, 40.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY "BD" (FORMERLY U.S. HIGHWAY "12"); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S32°45'12"E, 226.74 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S25°02'22"E, 451.37 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S28°13'12"E, 549.53 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S36°08'23"E, 75.11 FEET; THENCE N89°55'08"E, 211.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 297,587 SQUARE FEET OR 6.83 ACRES, MORE OR LESS.

Tax Roll Parcel No: 206-0036-43000 and the portion of CTH BD Right-of-Way that bisects said parcel.

2. The City Clerk is directed to provide a copy of this Ordinance to the Village Clerk so that the Village may act upon an ordinance to accept the Property within 60 days of the effective date of this Ordinance, as required by §66.0227, Wis. Stat.

3. The City Clerk is further directed to make the mailings pursuant to §66.0217(9)(a), Wis. Stat.,

4. The City Engineer is directed to change the City's Official Map and Zoning District map to reflect the terms of this Ordinance.

5. The terms and provisions of this Ordinance shall be void if the Village does not approve an Ordinance attaching the Property within 60 days the effective date of this Ordinance.

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

OTHER ACTIONABLE ITEMS:

The December 25, 2018 Council meeting is cancelled. In the event that a meeting is required, the City will schedule a meeting at that time.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

Adm. Geick noted the Community Forum this Thursday night at 6:00pm.

Ald. Ellington stated that Alzheimer's is the 6th leading cause of death in the United States. He also noted that he is doing well, appreciates everyone's thoughts, and glad to be back.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Monthly Reports from October 2018 from: Fire Department, Treasurer

Minutes from the Following Meetings:

Finance/Personnel Committee – Dennis Thurow Committee Rm #205

November 13, 2018

Members Present: Petty, Sloan, Thurow

Absent:

Others Present: Mayor Palm, E. Geick, E. Truman, B. Zeman, C. Haggard, J. Bergin, M. Hardy, W. Peterson, K. Stieve, T. 12

Pinion

Call Meeting to Order – Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of October 23, 2018. Motion carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan, seconded by Thurow to recommend to Council approval of the accounts payable for **\$1,207,451.28**. Motion carried unanimously.
- b) **Bike Wisconsin to Rent Civic Center** – Mike Hardy explained that Bike Wisconsin has requested to return to the Civic Center for a second overnight stay. The Parks Commission has recommended that we cover our expenses of \$580, which includes a staff person being there overnight and rental of both the gym and the 1st floor meeting room during the hours the Civic Center would normally be open. The rental will be waived for the hours of 11pm to 7am. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for approval.
- c) **2019 BID Budget Operating Plan** – Adm. Geick noted that BID has not changed their budget from last year. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for approval.
- d) **Addendum to the City of Baraboo and Baraboo District Ambulance Lease for the Alma Waite Bldg** – Adm. Geick explained that this is the addendum to allow BDAS to use the portions of the building that were vacated by the Police. Atty. Truman has reviewed this and has no concerns. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for approval.
- e) **Lease city-owned parking lot to I AM Dairy** – T. Pinion stated that this property was formerly owned by Alliant and acquired by the City. Because of the new Municipal Bldg., the new road and the connection to the Riverwalk it is inappropriate for them to park at the end of Vine Street. Leasing this parking lot to them is an alternative. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for approval.
- f) **2019 Budget Summary, Utility Budgets for Storm, Water and Sanitary Sewer** – T. Pinion explained that stormwater has no increase in fees, includes routine maintenance of street sweeping, and their share of the reconstruction of Lake Street as well as the reconstruction of Washington Street. W. Peterson explained that there is no rate increase for Water or Sewer. They are currently working with Baker Tilly on changing the structure for the Sewer rates. The Committee reviewed the 2019 City Budget. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for approval.

Informational Items

- a) City Attorney's report on insurance claims
 - o Settlement of two claims received from Fred Burger for a sewer backup in the amount of \$560.00.
- b) Review of the Fire Dept. Report, Village and Towns Budget
 - o Fire Chief Stieve noted that this meeting is required and the information is for review purposes only. The meeting included talk about the future endeavors of the Fire Department that are included in the proposed 2019 Budget.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:14pm.

Administrative Committee

November 5, 2018

Present: Alderpersons John Alt and John Ellington
 Absent: Alderperson Michael Zolper
 Also Present: Mayor, Mike Palm; City Administrator, Edward Geick; Police Chief, Mark Schauf and Finance Director, Cynthia Haggard

The meeting was called to order by Chairman John Alt at 12:00PM CST., with roll call and noting compliance with the Open Meetings Law.

Moved by Ellington to approve the minutes of September 3, 2018, seconded by Alt and unanimously carried.

Motion by Ellington to approve agenda, seconded by Alt and unanimously carried.

Review and recommendation to amend §12.03(7)(a)2 of the Baraboo Municipal Code to eliminate the license bond requirement for secondhand article and jewelry dealers.

Chief Schauf began with mentioning the recent change in the Code for Leads Online. Businesses began applying for licenses. We soon realized there was some confusion with our Code. Part of the confusion was requiring a surety bond for a second-hand dealer. A surety bond by State Statute is only required for pawn shops. The surety bond ensures the City is compensated for things if rules are not followed. We currently have something in place in lieu of the surety bond. We will be able to go after any business in the form of a citation. Our current Code also allows for punishment by issuing code violations and by taking away licenses.

Therefore, the recommendation is to take the surety bond language out of our Code for second-hand dealers and leave it in for pawn shops.

Motion to recommend to the Council to change the City Code by Ellington, seconded by Alt and unanimously carried.

Review and recommendation to allow the City Administrator to submit the Notification of General Schedules Adoption form to the Historical Society and, upon approval by the Historical Society, allow the City Attorney to submit to the Common Council an amendment to §1.60 of the Baraboo Municipal Code stating that the City has adopted the Schedule.

City Administrator Geick stated that this request stems back to earlier work Cheryl Giese and Emily Truman started in getting the City records sorted requiring some filings to be made with the Historical Society. There has been a change in the law for records.

The recommendation today will take into consideration all the changes and allow the City Administrator to work with the City Clerk and City Attorney to submit records.

Motion by Ellington to recommend to the Council to change the City Code, seconded by Alt and unanimously carried.

Member comments

The next meeting will be December 10, 2018 at 12:00PM CST. Meeting location will be 101 South Boulevard. Moved by Ellington to adjourn, seconded by Ellington and unanimously carried. Meeting adjourned at 12:09PM CST.

Minutes of Zoning Ad-Hoc Committee Meeting

October 24, 2018 at 7:00PM

Call to Order - Gil Gerdman called the meeting of the Commission to order at 7:00 PM.

Roll Call – Present were Gil Gerdman, Tom Kolb, Michael Zolper, Mike Carbonara, Kelsey McDermott, Melanie Platt-Gibson (arrived at 7:10 pm)

Absent – Nanci Cafilisch

Also in attendance was City Attorney Emily Truman

1. **Call to Order**

- a. Roll Call of Membership.
- b. Note compliance with the Open Meeting Law. Gerdman noted compliance with the Open Meeting Law.
- c. Agenda Approval. It was moved by Kolb, seconded by Zolper to approve the agenda as posted, with action items a) and b) being taken in reverse order. Motion carried unanimously.
- d. Minutes Approval. It was moved by Kolb, seconded by Zolper to approve the minutes of October 10, 2018. Motion carried unanimously.

2. **Appearances/Presentations** – None

3. **Action Items**

- a. Review and possible recommendation to the Plan Commission for edits to the Baraboo Municipal Code, Sections 17.20–17.65. Gerdman suggests striking “Sauk building products” and “soldering” under Section 17.32A. Suggestion is supported by other members, along with other redlined suggestions previously made by Zoning Admin. Tom Pinion. Kolb suggests changing wording for “sanitarium” under Section 17.33 and instead use a term such as “in patient mental health center.” Carbonara says mental health centers are a positive. Truman asks for clarification from members about whether to strike sanitarium or change the term to something else. Members say they want to strike sanitarium from conditional uses. Discussion of fairgrounds and the best location for fairgrounds. Platt-Gibson says there is opportunity for fairgrounds in other parts of the City. Additional discussion of accepting proposed changes previously made in redline by Pinion. Kolb moves, second by Zolper to recommend to the Plan Commission the changes to the Conditional Uses discussed at this meeting and the last meeting. Motion carried unanimously.
- b. Discussion and possible recommendation to the Plan Commission for the definition of Short-Term Rental Dwelling, Section 17.08(89L), Baraboo Municipal Code. Gerdman asks Truman to explain short term rental dwelling. Truman explains it is becoming a more popular practice, where homeowners rent out rooms and entire houses on a short term basis, with one example being AirBNBs. Truman states the law recently changed at the State level, making it so a municipality has to allow short term rentals of between 7 to 29 days, but municipalities can still regulate some aspects of short term rentals. Gerdman discussed what Cafilisch had shared with him regarding short term rentals and the length of stays. Kolb does not like the idea of short term rentals because of our housing shortage. Zolper says short term rentals are the best use of large houses downtown. Platt-Gibson discusses concerns of millennials not wanting to buy large houses because of the upkeep, not wanting to maintain them. Truman discusses alternative ways to regulate short term rentals, such as a separate ordinance. Platt-Gibson says strike short term rentals as a conditional use and to instead make it an ordinance for better accountability and ability to track room tax. Kolb mentions having

an annual fee for short term rentals. Members discuss liking Ashwaubenon’s ordinance and would like to have something similar to it. Kolb mentions having a draft/model ordinance brought to the Committee to review, drafted by Truman, Pinion and Schauf. Kolb says he is not in favor of the 180 day rule that Ashwaubenon’s ordinance has, and wants to know if we could regulate the number of parking spots each short term rental would need to have. Kolb motions to remove short term rentals as a conditional use in the Code when the Committee’s suggestions go to Plan Commission, so they can take more time as a Committee to look into a separate ordinance. Second by Platt-Gibson. Motion carried unanimously.

4. **Information Items**

a. Next Meeting – Wednesday, November 14, 2018 at 6:00PM

5. **Adjournment** - It was moved by Kolb, seconded by Zolper to adjourn at 8:09 p.m. The motion carried unanimously.

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

Police & Fire Comm.	10-15-18	CDA	10-15-18
Park & Recreation	10-08-18	CDA Loan Comm.	10-02-18
CDA Finance Comm.	10-02-18	Friends of Library	11-06-18
Emergency Mgmt.	08-23-18	Ambulance	12-06-17, 09-26-18

INFORMATIONAL ITEMS

ADJOURNMENT

Moved by Kolb, seconded by Petty, and carried on voice vote, that the meeting adjourn at 7:34pm.

Brenda Zeman, City Clerk

RESOLUTION NO. 2018 -

Dated: December 11, 2018

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent

Approved by Mayor: _____

Motion:

Certified by City Clerk: _____

Second:

RESOLUTION NO. 2018-

Dated: December 11, 2018

The City of Baraboo, Wisconsin

Background: The City applies for funding to operate the City's taxi program each year. The funding provides approximately 2/3 of necessary funds to operate the taxi program with the remainder coming from fares. The City contracts with a local operator to manage and operate the taxi service and the City serves as the agent to apply for State and Federal funding which helps keep the cost of providing the service affordable to patrons.

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

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

THAT the Mayor be authorized to apply for the 2019 WisDOT Public Transit Assistance Program (PTAP) and funding offered by the Federal and State governments for the City of Baraboo, and;

THAT the Mayor be authorized to apply for the 2019 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas) for the City of Baraboo, and;

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

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

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

Offered by: Finance/Personnel Committee Approved by: _____

Mayor

Motion: _____

Second: _____

Certified by: _____

City Clerk

MOTOR VEHICLE LEASE

This Lease Agreement is made this first day of January 2019 by and between the City of Baraboo, Wisconsin, hereafter referred to as "City," and Running, Inc., hereafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessee is located in the City of Baraboo and is presently licensed to operate a taxicab service in the City and Lessee and City have entered into an Agreement dated January 1, 2019, in connection with Lessee's operation of the taxicab service, and

WHEREAS, the City purchased and is owner of two 2011 Dodge Grand Caravans, lift equipped; three 2014 Dodge Grand Caravans, lift equipped; two 2015 Dodge Grand Caravans, lift equipped; one 2017 Dodge Grand Caravan, lift equipped; the vehicles were purchased with grant funds from Section 5311 program of the Federal Transit Administration (FTA); and

WHEREAS, the City participated in purchasing the taxis by providing 20% of their purchase price, and

WHEREAS, it is proposed that the vehicles be leased from the City by Lessee and that the vehicles be operated by Lessee under the terms of the taxicab license granted by the City and under the terms of this Lease Agreement and the terms of an Agreement between City and Lessee to provide taxicab services in the City dated January 1, 2019, and copies of said documents are attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the promises, mutual covenants and agreements made and contained herein, the City, as Lessor, agrees to lease to Lessee and Lessee leases from Lessor the vehicles described as follows:

2011	Dodge Grand Caravan	VIN	2D4RN4DG0BR657948 (added 3-28-11)
2011	Dodge Grand Caravan	VIN	2D4RN4DG9BR657947 (added 3-28-11)
2014	Dodge Gr Caravan lift equipped	VIN	2C4RDGBG6ER140338 (added 10-30-13)
2014	Dodge Gr Caravan lift equipped	VIN	2C4RDGBG8ER140339 (added 10-30-13)
2014	Dodge Gr Caravan lift equipped	VIN	2C4RDGBG4ER140340 (added 10-30-13)
2015	Dodge Gr Caravan lift equipped	VIN	2C7WDGBG2FR703103 (added 6-23-15)
2015	Dodge Gr Caravan lift equipped	VIN	2C7WDGBG0FR703200 (added 6-23-15)
2017	Dodge Gr Caravan lift equipped	VIN	2C7WDGBG3HR838674 (added 10-6-17)

Lessee shall lease the vehicles at the rate of \$1.00 per vehicle per year and operate the same in accordance with its authority to operate taxicab service in the City and surrounding area pursuant to the taxicab license and agreements set forth herein, each being incorporated by reference and made a part hereof.

SECTION ONE
TERM

The term of this Lease shall be from January 1, 2019 to December 31, 2019. This Lease Agreement shall terminate without notice on December 31, 2019, unless extended or renewed by mutual agreement of the parties prior to the termination date.

SECTION TWO
WEAR, TEAR, DAMAGE AND USE

Upon return, at the end of the Lease term, or upon earlier termination as provided herein, the vehicles shall be in as good condition, appearance and running order as when originally delivered to Lessee, reasonable wear and tear expected. If a vehicle is not in that condition, it will be considered damaged and Lessee will pay City the full cost of repairing the damage and restoring it to such condition. Reasonable wear and tear shall mean under this Lease:

1. Interior - No stains that cannot be removed with standard upholstery cleaners, no slits, tears and holes in carpets and upholstery and no scratches and dents in the dashboard or other hard surfaces;
2. Exterior - No dents in the body or bumpers; no cracks or scratches in glass caused by contact with other vehicles or other objects and no scratches in painted surfaces that cannot be removed with rubbing compound;
3. Repair - No improper repair work done to the vehicles such as repainting with any color or type other than the original color and type, improper alignment of frame or body parts or improper repair of engine or any other mechanical or electrical parts of the vehicles not in accordance with the manufacturer's specifications and manufacturer's own repair parts;
4. Tires - Wear must be proportionate to mileage;
5. General Protection - The vehicles must be adequately protected with glycol-type antifreeze with rust inhibitor throughout the term and upon return or repossession and there must be no deterioration in the vehicles due to exposure to chemicals or other substances or due to extreme or unusual weather, atmospheric or environmental conditions, or unusual or extreme use of the vehicle.

The vehicles shall only be used by the Lessee for the purpose of providing taxicab service in accordance with its operating assistance contract referred to above.

The Lessee shall immediately notify the City if the vehicles are no longer used in the provision of taxicab service.

The Lessee shall also keep satisfactory records with regard to the use of the equipment and submit to the City upon request such information as may be required by the City to assure compliance.

The Lessee shall make the vehicles available to the Wisconsin Department of Transportation (Department) and the City upon demand for the purpose of an annual verification or other inspections deemed necessary by the Department or City.

SECTION THREE
MAINTENANCE

At Lessee's expense, Lessee will keep the vehicles in good operating order, condition, repair, appearance, properly serviced and lubricated in accordance with the recommendations in the manufacturer's manual and will do all things necessary to keep all manufacturer's warranties in full force and effect. City shall not be responsible for any maintenance of the vehicles. The vehicles shall be maintained in accordance with the maintenance plan filed with WisDOT.

SECTION FOUR
WARRANTIES

The Vehicles are subject to the express manufacturer's warranty as set forth in the manufacturer's Statement of Warranty, if any. City makes no warranties or representations, express or implied, of any kind or nature in connection with the vehicles, including warranties of the quality or condition of a vehicle, its merchantability or its fitness for any particular use.

SECTION FIVE
PURCHASE OPTION

Lessee shall have no option to purchase the vehicles at the end of the Lease term.

SECTION SIX
ADDITIONS; USE

All replacement of parts, additions, repairs, improvements and accessories made or added with respect to the vehicles will become a part of the vehicle and will become the property of City. Lessee will (a) not permit the vehicles to be used in a negligent or improper manner or in violation of any applicable rule, law or regulation, or in violation of the Agreement between City and Lessee dated January 1, 2019, pertaining to the operation of a taxicab service in the City of Baraboo, or so as to permit cancellation or suspension of the manufacturer's warranties or any insurance coverage; (b) pay promptly all repair, maintenance and storage charges; (c) not permit the vehicles to become subject to any charge, lien or encumbrance; (d) when requested by the City, furnish to the City paid invoices evidencing the performance of servicing and maintenance recommended by the manufacturer; (e) not permit the vehicles to be taken to or used outside the zone of use as permitted under the Agreement dated January 1, 2019 between the City and Lessee without the prior written consent of the City, which consent City may withhold at City's sole discretion; (f) permit City during normal business hours to enter upon the premises where the vehicles may be stored or used to inspect the same; (g) not use the vehicles or permit the vehicles to be used for personal use by Lessee, or any other party, or for any use whatsoever other than as a taxicab and then only in accordance with the terms of the Agreement dated January 1, 2019 (h) not permit smoking in the taxicabs and will post proper signs to this effect; (i) properly equip and maintain the handicap accessible Dodge Vans and further properly maintain the handicap accessory equipment thereon, all so as to assure that said vehicle is in compliance with the Americans with Disabilities Act (ADA).

Lessee shall not add, adorn, decorate, or in any way attach advertising or other messaging to the exterior or interior of the vehicles. Lessee shall be allowed to place its business name upon the vehicles, so long as the messaging and means of attaching to the vehicle is approved in advance by the City.

SECTION SEVEN
INSURANCE COVERAGE AND ACCIDENTS

Lessee shall at all times keep the vehicle insured with a solvent and reputable insurance company licensed to do business in the State of Wisconsin and approved by the City in an amount not less than \$500,000.00 per person and per accident and \$100,000.00 property damage. City shall be named as an additional insured on the insurance policy and the policy shall contain a provision providing for any loss to the vehicles to be payable to the City. Prior to any operation of the leased vehicles, Lessee will deliver to the City the original policies of such insurance or duplicates thereof or other evidence of the existence of the required insurance coverage satisfactory to the City. Lessee will pay all premiums for such insurance and will maintain such insurance in full force and effect during

the term of this Lease, provided that, in the event that any of the insurance obtained by Lessee lapses, becomes terminated or cancelled, for any reason, City may, at the City's option, obtain such insurance for the benefit of City and charge such premiums to Lessee, which charges Lessee shall pay to City within five calendar days after City's demand. Lessee hereby appoints City its attorney in fact to make a claim for, adjust, settle, receive payment of and execute and endorse all documents, checks or drafts for loss, charge or payment under the insurance required under this Lease. Lessee will notify City and Lessee's insurance carrier of each accident, or the loss or damage to the vehicles within twenty-four hours of such event, or within such lesser time as any policies may require, giving such information as City or insurance company requests. Lessee will permit City and the insurance company to inspect the vehicles, give them any information requested regarding claims received from third parties, names and addresses of witnesses, assistance in making claims against third parties; and otherwise cooperate fully with City and the insurance company. Lessee shall further maintain insurance coverage for damage or loss from fire, theft, collision, and comprehensive coverage. The collision insurance coverage shall provide for a deductible of not more than \$500.00 and Lessee shall be responsible for payment of the deductible amount in the event of a loss.

Lessor reserves the right to require the Lessee to restore the vehicles or pay for damages to the vehicles as a result of abuse or misuse of such vehicles with Lessee's knowledge and consent.

SECTION EIGHT RISKS AND INDEMNIFICATION

Lessee is responsible for and hereby assumes all risks of, and shall indemnify and save City harmless from (a) any and all loss of, damage to or destruction of the vehicles and (b) any and all fines, forfeitures or penalties including without limitations parking fines and personal property taxes, if any, assessed against the vehicles, or against Lessee, as a result of Lessee's use or possession of the vehicles and any and all damage or loss resulting from Lessee's use or possession of the vehicles in violation of any Federal, State or Municipal law, ordinance or regulation, and (c) any and all loss or damage to City resulting from larceny or conversion of the vehicles by any person or persons, including without limitation Lessee or any of Lessee's employees, agents or any person authorized by Lessee to use such vehicles, and (d) any and all loss, liability or expenses, including damages or loss of service or use or consequential damages, arising out of, resulting from or in any way connected with the use or operation of the vehicle, whether such use or operation results or is claimed to have resulted in injuries to (including the death of) persons, or damage to or loss or destruction of property or any person or persons, including but not limited to Lessee, Lessee's customers, employees, servants or agents or invitees, and (e) taking or seizure of the vehicles by any public authority by reason of illegal use thereof or otherwise, and (f) any and all liability or damage arising out of any acts or omissions of Lessee or Lessee's agents, or of any person using the vehicles, and (g) any and all damages or claims of damage caused by or resulting from the nonoperability or, loss of a vehicle. Lessee shall be responsible for all reasonable attorney's fees and legal costs of City arising in connection with the items described in this paragraph. Lessee will defend at Lessee's sole expense all claims and suits arising out of the foregoing risks.

SECTION NINE ASSIGNMENT

Lessee shall not assign the Lease or sublet the vehicles without the prior written consent of City, which consent City may withhold in its sole discretion.

SECTION TEN
EXPENSES, FEES, FINES, TAXES, ETC.

Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use, servicing, maintenance, repair and operation of the vehicle, including fines and parking tickets, and all taxes of every kind including personal property taxes, if any, and by whomsoever payable on or relating to the vehicles, or the ownership, leasing, use or operation thereof, and all sums necessary to pay or satisfy any charge, lien, or attachment against the vehicles, except for such as may be incurred by City. If City pays any such amount, Lessee shall repay the same to City on demand. In the event that City shall pay any parking tickets or other fines to governmental bodies relating to the vehicle, Lessee shall forthwith reimburse City for the amount of all such fines paid plus a service charge of \$10.00 for each such fine paid by City.

SECTION ELEVEN
LICENSE PLATES AND REGISTRATION

Lessee shall pay all license and registration fees for said vehicle and the license plates for and registration of title to the vehicles shall be in the name of the City. Lessee shall provide satisfactory proof to City that license and registration fees have been promptly paid.

SECTION TWELVE
RELATIONSHIP BETWEEN PARTIES

City is not an employer of Lessee. Lessee is not an employee of City. Lessee acknowledges and agrees that Lessee is an independent contractor of the City and that said business is independently owned and operated and that nothing in this Lease Agreement shall be interpreted to cause or result in, directly or indirectly, any employer-employee relationship between City and Lessee or between City and any employees of Lessee and nothing in this Agreement shall be in any way construed as an agreement of partnership, general or limited, or as an agency relationship between City and Lessee. Lessee agrees not to represent or advertise in any way that this relationship with the City is other than as provided in this Section.

SECTION THIRTEEN
EVENTS CONSTITUTING DEFAULT

The following events constitute default of this Agreement: If Lessee fails to make any payment due under this Lease within ten calendar days after it becomes due or fails to comply with any condition or provision of this Lease or a proceeding in bankruptcy, receivership or any other State or Federal law for the protection of debtors is instituted by or against the Lessee or Lessee's property, if Lessee makes a bulk transfer or assignment for the benefit of creditors, or if there is a non-performance by Lessee of any other covenants of this lease which is not cured within seven days after notice thereof from the City, or if Lessee commits any act of default under the Agreement between the City and Taxi Operator dated January 1, 2019.

SECTION FOURTEEN
CITY'S RIGHTS UPON DEFAULT

On the occurrence of any of the events constituting a default of this Lease Agreement, City may, at its option, without notice to or demand on Lessee: Declare this lease terminated and may take immediate possession of the vehicles and recover from Lessee all amounts due under the Lease together with all reasonable costs, expenses and attorney's fees incurred in connection with such default and repossession together with interest on said

amounts at the rate of 1% per month until paid in full. In such event, City may lease the vehicles for such period and such rental, and to such persons as City shall elect and apply the proceeds of any such renting, after deducting all costs and expenses incurred in connection with the recovery, repair, storage and renting of the vehicles, in payment of the rent and other obligations due from Lessee to City hereunder, Lessee remaining responsible for any deficiency.

SECTION FIFTEEN
OWNERSHIP OF EQUIPMENT

Title to the vehicles shall be in the name of the City and title shall at all times remain in City and Lessee shall have only the right to retain the possession thereof pursuant to the terms, conditions and covenants contained herein. City may name Lessor on the Registration as Lessee. Lessee may not sublease the vehicles.

SECTION SIXTEEN
LIMITATION OF EFFECTS OF WAIVERS

No delay or omission to exercise any right, power, or remedy accruing to City on any breach or default by Lessee under this Lease will impair any right, power, or remedy of City, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of City of any breach or default under this Lease, or any waiver on the part of City of any term, provisions, condition or covenant of this Lease, must be in writing, and will be effective only to the extent in such writing specifically set forth. All remedies, either under this Lease or by law, or otherwise afforded to City, will be cumulative and not alternative.

SECTION SEVENTEEN
EXECUTION OF LEASE/BINDING EFFECT

This Lease is not binding until executed by the proper officials of City. This Lease shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION EIGHTEEN
SEVERABILITY

This Lease embodies the entire agreement between the parties in connection with the lease of the vehicles. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid it shall be considered deleted here from, and shall not invalidate the remaining provisions.

SECTION NINETEEN
INCORPORATION OF AGREEMENT DATED JANUARY 1, 2019

All the terms and conditions set forth in a certain Agreement between City and Lessee dated January 1, 2019, in connection with the operation of a taxicab service in the City of Baraboo are incorporated into this Lease by reference and made a part hereof as though fully set forth herein. Any default of this Lease shall be a default of the January 1, 2019, Agreement and any default of the January 1, 2019, Agreement shall be a default of this Lease.

SECTION TWENTY
HEADINGS

The Marginal headings are for convenience only and are not a part of this Lease.

SECTION TWENTY-ONE
NOTICES

Any notices to be given under this Lease shall be made in accordance with the terms of the January 1, 2019 Agreement.

SECTION TWENTY-TWO
GOVERNING LAW

This Lease shall be governed by the laws of the State of Wisconsin.

SECTION TWENTY-THREE
COLLECTION EXPENSES

Lessee shall be liable to City of all costs and expenses, including reasonable attorney's fees incurred in collecting payments due or to become due from Lessee or in enforcing any rights of City pursuant to this Lease.

CITY OF BARABOO/LESSOR

BY: _____(SEAL)
Michael J. Palm, Mayor

BY: _____(SEAL)
Cynthia Haggard, Finance Director

LESSEE

BY: _____(SEAL)
Richard D. Running, President
Running, Inc.

DATE: _____

The City of Baraboo, Wisconsin

Background From the Nov 27, 2018 Finance & Personnel Committee minutes: f)Review a quote for continued assessor services with Tyler Technologies January 1, 2019 through December 31, 2021 and consideration of a future revaluation of the City – Administrator Geick explained that we are at the end of the contract period with Tyler Technologies. He is recommending that we continue with Tyler Technologies. Ald. Petty would prefer hearing from Tyler Technologies regarding a future revaluation of the City of Baraboo. Motion by Sloan to accept the 3 year contract, seconded by Thurow and carried unanimously to recommend to Council. The Committee is recommending to City Council that Tyler’s proposal for services for the years 2019, 2020 and 2011 be accepted. City Assessor services is an annual budget item.

The Finance Committee will be meeting on Dec 11th to further discuss the proposal for city revaluation with Tyler. A recommendation on that item will be considered in 2019. The current contract period for years 2016-18 had annual costs of \$33,800, \$34,600 \$35,500 respectively.

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

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

To accept the October 19, 2018 proposal for annual Assessor Services from Tyler Technologies, with the same scope of services, for the years:

- \$36,400 for 2019**
- \$37,300 for 2020**
- \$38,200 for 2021**

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

Approved: _____
Attest: _____

October 19, 2018

Mr. Edward Geick
City Administrator
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

Dear Mr. Geick:

Per our discussion, I am providing you with a quote for continued assessor services for the period January 1, 2019 through December 31, 2021. The scope of services for the assessor services portion would remain the same as the current Agreement including on-site assessor hours January through June, data collection and valuation of properties that apply for a building permit annually, defense of values, website service and all required assessor reports.

The proposed fixed fee for the assessor services for the period of January 1, 2019 through December 31, 2021 is:

THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$36,400) for the period January 1, 2019 through December 31, 2019.

THIRTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$37,300) for the period January 1, 2020 through December 31, 2020.

THIRTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$38,200) for the period January 1, 2021 through December 31, 2021.

Additionally, should the City desire a citywide revaluation for 2020 or 2021, the proposed fixed fee for a revaluation is:

ONE HUNDRED SIX THOUSAND DOLLARS (\$106,000) for the period October 1, 2019 through September 30, 2020; OR, for the period of October 1, 2020 through September 30, 2021 for a 2021 revaluation.

We would propose considering a revaluation as the last citywide revaluation occurred for the January 1, 2009 assessment year. Since that time, there have been many changes that have taken place in the real estate market and different property types have been affected differently throughout that timeframe. For example, condominiums and vacant land were affected by the market changes differently than single family homes. Likewise, changes in residential class of property occur differently than the commercial class property. A revaluation would bring all property types assessments back in line with current market conditions leading to more equitable assessments and a more equitable distribution of taxes.

Additionally, the 2018 level of assessment has fallen to 94.4%. As the real estate market continues to increase, I would anticipate the level of assessment to fall to 90-

91% in 2019, then fall below 90% by 2020. While State Statutes do not require a revaluation the first year the general level of assessment falls below 90%, the City would be required to complete a revaluation within five years after falling below 90%. The further below 90% a municipality falls, the higher the average increased assessment becomes in the year of a revaluation. The fee would increase as we would anticipate a larger amount of appeals with the larger percent of increase.

I would be happy to discuss further details and specifics, and, what I feel are the needs of a revaluation should you desire.

I hope you find this information helpful. Should you have additional questions, you may contact me on my cell at 414-704-0647 or via email at mark.link@tylertech.com.

This quote is valid through December 21, 2018.

Respectfully submitted,

A handwritten signature in blue ink that reads "Mark Link". The signature is written in a cursive style with a large initial "M" and "L".

Mark A. Link
Regional Manager - WI
Tyler Technologies A&T

The City of Baraboo, Wisconsin

Background: The City of Baraboo is one of approximately 220 communities in the State of Wisconsin required to have a Municipal Separate Storm Sewer System (MS4) permit from the Wisconsin Department of Natural Resources. That permit specifies that public education and outreach programs be developed to encourage residents and businesses to modify their behaviors and procedures to reduce stormwater pollution. In 2014, the City approved original Cooperative Agreement with the North Central Wisconsin Stormwater Coalition (We joined this group in 2013). The NCWSC’s mission is to develop and implement a single information and outreach program to meet the MS4 permit requirements.

All 13 communities have been asked to renew the attached cooperative agreement.

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

**APPROVING NORTH CENTRAL WISCONSIN STORMWATER COALITION
COOPERATIVE AGREEMENT**

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin’s water resources via stormwater runoff, and

WHEREAS, the City of Baraboo owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston; and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the Common Council of the City of Baraboo hereby authorizes the Mayor and City Clerk to execute the attached Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Offered by:
Motion:
Second:

Approved: _____

Attest: _____

STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

This Agreement is between the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, Wisconsin Rapids, the villages of Kronenwetter, Rothschild and Weston, the Town of Rib Mountain, and Marathon County, herein referred to as the North Central Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the North Central Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on February 1, 2019, and continue through January 31, 2024. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to member communities as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following.

- A. Review current research about stormwater impacts on waters of the state.
- B. Assess the public's current knowledge of the causes of stormwater pollution.
- C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
- D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
- E. Evaluate collaborative efforts and institutional arrangements which may be used to implement a long-term information and outreach program to meet the interests of the participating agencies.

F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.

G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

V. SCOPE OF SERVICES

North Central Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

VI. INSURANCE

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the North Central Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

XII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

XIII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

XIV. APPROVAL

The undersigned have adopted resolutions approving this Stormwater Management Cooperative Agreement:

The City of Baraboo, Wisconsin

Background: The 2019 City of Baraboo Budget authorizes the hiring of a fulltime Training Officer for the Fire Department. The position description for this new position is attached and approval is requested. This position became an idea through the Implementation Team assigned to the Fire Department Operations Study completed by RW Management. This position will be very valuable to the Fire Department not only from the training aspect, but in future recruitment and retention efforts and how the fire department operates in the future. The desire is to begin advertising for this position so the actual hiring process can take place shortly after the start of 2019. The hiring process will be a collaborative effort between Fire Chief, Police and Fire Commission and City Administration.

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 Position Description for Assistant Fire Chief – Training is hereby approved.

Further, the Fire Chief is authorized to begin the hiring process.

Offered by: Finance/Personnel

Approved: _____

Motion:

Attest: _____

Second:

BARABOO FIRE DEPARTMENT**POSITION DESCRIPTION****POSITION:** ASSISTANT FIRE CHIEF - TRAINING (Career)**POSITION DESCRIPTION NO.:** 400.04**EFFECTIVE DATE:****SUPERSEDES:** New**REVIEWED/UPDATED:** 12/03/2018**GRADE:** 12**APPROVAL:** 
Kevin G. Stieve, Fire Chief

General Purpose: This position exists to perform and/or supervise firefighting, fire prevention, emergency rescue or any other emergency incidents for service. This position also involves the utilization of manpower, development, and, performance evaluation, organization morale, and safety of personnel, equipment maintenance and utilization, budget preparation, the enforcement of the codes and ordinances of the municipalities, as well as Fire Department policies and procedures. In addition, this position shall be responsible for the planning, organizing, and overall coordination of fire department training and act in the Safety Position, as required by Wisconsin Administrative Code SPS 330 and adopted and/or recommended National Fire Protection Association (NFPA) Codes and Standard

Supervision:

Received: The Assistant Fire Chief – Training works within the Department organization for general day-to-day activities and during calls for service. Reports to the Fire Chief.

Exercised: The Assistant Fire Chief – Training and Safety performs supervisory duties as follows: supervise and instruct subordinate personnel and allocate work assignments for Fire Department personnel both fulltime and paid-per-call. During calls for service, will work within the Department organization. In the absence of the Fire Chief and Deputy Fire Chief, incumbent assumes full command of Department.

Essential Job Functions and Responsibilities: The following duties are normal for this position. These are not an all-inclusive list. Other duties may be required and assigned.

1. Assist Fire Chief in administering the functions of planning, organizing, leading, coordinating, and controlling the operations and administration of the Department and its personnel.
2. Assist in supervising all fire prevention, public education, rescue, and fire suppression activities of the Department as assigned.
3. Respond to fires and other emergency and non-emergency calls for service, determining what apparatus and equipment is needed, making decisions as to the best methods of controlling the incident scene and direct the work of Department members– establish Incident Command.
4. Establish minimum standards of training and technical competence for all Fire Department personnel.
5. Assist in developing policies, rules, regulations, and standard operating procedures governing both emergency and non-emergency operations of the Department and enforcement of same.
6. Assist in evaluating Department personnel performance.
7. Assist in the investigation of fires and analyze findings to determine causes of fire.
8. Assist in the development and implementation of public safety education programs for civic, fraternal, educational, institutional, or industrial organizations or agencies.
9. Coordinate Fire Department training program.
10. Prepare and maintain all lesson plans, training records, and ensure that all members maintain current certifications.
11. Assist in department budget development
12. Prepare and maintain reports and records to include incident reports, investigative reports, and other

Assistant Fire Chief – Training (Career)
Position Description # 400.04

- Department reports.
13. Participate in local, regional, state, and national conferences and seminars on fire administration, fire training, prevention, public education and suppression to maintain a continuing level of professional and technical competence.
 14. Perform duties in conformance with Federal, State, County, and City Laws, Statutes, and Ordinances.
 15. Understand and exhibit standardized and accepted practices in Fire Department administration, fire prevention, firefighting techniques, training, and scientific principles involved in fire suppression and hazardous materials response.
 16. Exhibit the knowledge, skill and ability in supervising the operation of various types of firefighting equipment and apparatus.
 17. Represent the fire department in a positive and professional manner
 18. Learn the community's geography, street locations, nature and location of hazardous premises, principal buildings, fire communications equipment, fire hydrants, and other water sources.
 19. Lead the fire department health and safety committee
 20. Act as Chief of Department when required.
 21. Perform other duties as required.

Desired Minimum Qualifications:

General:

1. Have a High School diploma or equivalent.
2. Has, at a minimum, attained the age of 18.
3. Associate Degree in Fire Science/Technology, closely related field or higher.
4. Possess a valid Wisconsin Driver's License.
5. Perform the above listed essential Job Functions and Responsibilities.
6. Complete certification to drive and operate all fire department apparatus within 12 months of employment
7. Possess a Wisconsin Firefighter Level II certification.
8. Possess Wisconsin Emergency Services Instructor I and II certification
9. Possess Wisconsin Fire Officer I and II certification
10. Possess Incident Command System Training up to ICS 400
11. A minimum of five (5) years verifiable fire service experience with three (3) years supervisory experience at Company Officer level or higher is desired; however, other combinations of education, training and/or experience which can be demonstrated to result in the possession of the knowledge, skills, and abilities necessary to perform the duties of this position will also be considered.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

1. Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives.
2. Ability to compare, count, differentiate, measure, copy, record and transcribe data and information.
3. Ability to classify, compute, tabulate, and categorize data.
4. Ability to lead and direct a group of workers, including the ability to provide counsel and mediation.
5. Ability to influence, persuade, convince, and train others.
6. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.
7. Ability to utilize a variety of advisory and design data and information such as training requirements,

Assistant Fire Chief – Training (Career)
Position Description # 400.04

training materials/textbooks, personnel policies, performance evaluations, payroll reports, time sheets, FLSA spreadsheets, equipment specifications, budgets, grant applications, accident/injury reports, fire inspection reports, equipment operating/maintenance manuals, computer software operating manuals, meeting minutes, agendas, maps, fire code manuals, blueprints, rules and regulations, procedures, ordinances, statutes and non-routine correspondence.

8. Ability to communicate orally and in writing with department personnel, city officials, city staff, school personnel, news media representatives, civic groups, law enforcement agencies, state officials and the general public.

Mathematical Ability

1. Ability to calculate percentages, fractions, decimals, volumes, ratios, present values and spatial relationships.
2. Ability to interpret basic descriptive statistical reports.

Judgment and Situational Reasoning Ability

1. Ability to quickly and calmly adapt to a changing emergency operational environment.
2. Ability to use functional reasoning in performing influence functions such as leading, managing, supervising, teaching, mentoring, planning, directing and controlling.
3. Ability to exercise judgment, decisiveness and creativity required in critical and/or unexpected situations involving moderate risk to the organization.

Physical Requirements

1. Ability to operate equipment and machinery requiring complex and rapid adjustments such as motor vehicles, fire apparatus, two-way radios, emergency medical equipment, rescue tools, hazardous materials equipment, computer terminal/keyboard, calculator, computer printer, photocopier, and telephone.
2. Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as operating firefighting and emergency medical equipment.
3. Ability to exert moderate to heavy physical effort in light to heavy work, typically involving some combination of stooping, kneeling, crouching and crawling, lifting, carrying, pushing and pulling.
4. Ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds, odors and textures associated with job-related objects, materials and tasks.

Environmental Adaptability

1. Some tasks may involve exposure to temperature extremes, traffic hazards, machinery, electrical currents, toxic agents, explosives, confined spaces, disease, irate individuals, intimidation and violence.

Selection Guidelines: A formal application, rating of education and experience, oral interview, reference check, and job related tests may be required. The duties listed in this position description are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Baraboo Fire Department is an Equal Opportunity Employer. In compliance with the Americans with

Assistant Fire Chief – Training (Career)
Position Description # 400.04

Disabilities Act, the Fire Department will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

By signing below I have read, understand and had the opportunity to ask questions on the above Position Description. I further acknowledge that this signed copy will be located in my personnel file.

Signature

Print Name

Date

CITY OF BARABOO

ASSISTANT FIRE CHIEF - TRAINING – FIRE DEPARTMENT – The City of Baraboo Fire Department is accepting applications for the full-time position of Assistant Fire Chief - Training Officer.

The ideal applicant possesses:

- Valid Driver's License
- High school diploma or equivalent
- Associate Degree in Fire Science/Technology, closely related field or higher
- Five (5) years verifiable fire service with three (3) years supervisory experience at Company Officer level or higher
- Fire Officer II Certification (IFSAC or Pro Board Accredited)
- Emergency Services Instructor II Certification (IFSAC or Pro Board Accredited)
- Incident Command Training up to ICS 400
- Driver/Operator Certification or proven ability in Pumper and Aerial operations
- Alternatively, a combination of education, training and/or experience, which can be demonstrated to result in the possession of the knowledge, skills, and abilities necessary to perform the duties of this position will be considered.

Essential Duties and Responsibilities include, but are not limited to the following:

- Assist Fire Chief in administering the functions of planning, organizing, leading, coordinating, and controlling the operations and administration of the Department and its personnel;
- Coordinate Fire Department training program; and,
- Respond to fires, emergency and non-emergency incidents required of the Baraboo Fire Department in accordance with department standards and perform the functions required at emergency incidents, including combating and extinguishing fires.

Job requires working outside in adverse weather conditions, exposure to dangerous situations and the ability to exert moderate to heavy physical effort in light to heavy work. In addition, work and physical movements commensurate of being a firefighter.

The annual salary range for this position is \$62,836.80 to \$81,702.40. The Application and full Position Description are available on the City's Website, www.cityofbaraboo.com. Call 608-355-2710 with any questions.

**The application deadline is 4:00 PM on
January 11, 2019.**

The City of Baraboo is an Equal Opportunity Employer.

The City of Baraboo, Wisconsin

Background: To help alleviate some parking problems on Vine Street, the City has offered to rent to I A.M. Dairy a parking lot owned by the City located at 114 Walnut Street. The lease will commence on January 1st and run for one year, with an automatic renewal on an annual basis. Both the City and I A.M. Dairy may terminate the lease at any time and for any reason with 90 days' notice to the non-terminating party. The rent amount will be \$1,500/year payable to the City on or before January 1st. For the duration of the lease, I A.M. Dairy will be responsible for maintaining the parking lot and for having both personal property and public liability insurance coverage for the parking lot, with the policy naming the City as an additional insured.

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

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

That the Common Council approves the lease agreement between the City of Baraboo and I A.M. Dairy for the City owned parking lot located at 114 Walnut Street and authorizes City Administrator Ed Geick and City Clerk Brenda Zeman to execute the Lease Agreement on behalf of the City.

Offered by: Finance Committee

Motion:

Second:

Approved: _____

Attest: _____

LEASE AGREEMENT
Parking Lot at 114 Walnut Street

THIS LEASE AGREEMENT ("Lease") is entered into by and between the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("Landlord") and I A.M. Dairy Distributing, LLC, with a mailing address of 105 Vine Street, Baraboo, WI 53913 ("Tenant"). The Landlord and Tenant may be jointly referred to herein as the Parties.

WITNESSETH

The Landlord and Tenant, for and in consideration of the terms and provisions contained herein, agree as follows:

1. Address of Property. The property which is the subject of this Lease ("Leased Premises") is described as follows:

The parking lot located on Walnut Street in the City of Baraboo, Lot 2 of CSM #5911, as shown on Map #1 which is attached and incorporated herein.

2. Term. This Lease shall commence on January 1, 2019 and shall automatically renew on the first day of each subsequent year, subject to Paragraph 15, below.
3. Rental. The Tenant shall have the right to park motor vehicles, including cars, trucks and semi-trailers, on the Leased Premises at a cost of \$1,500 per year, for the term of this Lease, payable on or before January 1st of each year.
4. Improvements. The Tenant shall have the right to make improvements to the Leased Premises with the prior written consent of the Landlord. In the event of electrical improvements being made, the Tenant shall be solely responsible for the timely payment of any charges associated therewith, including, but not limited to, the payment of any electrical bills. The Tenant is strictly prohibited from making any improvement that may result in a lien being placed against the Leased Premises by a third party.
5. Assignment and Subletting. This Lease is personal to the Tenant only and the Tenant shall not assign this Lease nor sublet the Leased Premises or any part thereof without the prior written consent of the Landlord.
6. Vacation of Premises. The Tenant agrees to vacate the Leased Premises at the end of the lease term or upon termination and promptly deliver it to the Landlord.
7. Landlord's Right to Enter. The Landlord may enter upon the Leased Premises at reasonable times and without notice to the Tenant to inspect the Leased Premises, make repairs, conduct tests or surveys, to comply with any applicable law or regulation to undertake development plans for the Leased Premises, and for any other reasonable purposes as determined by the Landlord.
8. Taxes and Insurance.
 - a. The Landlord shall be responsible for the payment of all real estate taxes for the Leased Premises, if applicable, and the Landlord shall keep the Leased Premises insured against loss or damage to the Leased Premises.

- b. The Tenant shall have and maintain for the duration of the Lease insurance coverage in an amount adequate to cover the Tenant's personal property stored on the Leased Premises and Tenant shall have and maintain public liability insurance insuring against personal injuries sustained on the Leased Premises as a result of Tenant's acts and omissions. The policy shall name Landlord as an additional insured. Proof of insurance must be provided by the Tenant to the Landlord upon request by the Landlord.
9. Damage by Casualty. If, during the term of this Lease, any portion of the Leased Premises is totally or partially damaged or destroyed, the Landlord shall be under no obligation whatsoever to repair or rebuild the same regardless of the extent of the damage to the Leased Premises nor shall the Landlord be obligated in any respect to use insurance proceeds to repair any such damage. If the Leased Premises is damaged to such a degree that renders said premises unsatisfactory to Tenant, Tenant's only remedy shall be to vacate the Leased Premises and Landlord shall not be under any obligation to restore the Leased Premises to a useable condition.
10. Landlord Has No Obligation to Repair. The Landlord shall not be obligated to make any repairs or to make any improvements or to do any maintenance to the Leased Premises in order to make the Leased Premises useable for the Tenant.
11. Tenant Obligations. During the term of this Lease, as a condition of the Tenant's continuing right to use and occupy the Leased Premises, the Tenant agrees and promises:
- A. To use the Leased Premises for parking lot purposes for the Tenant's sole use.
 - B. Not to use or keep upon the Leased Premises anything that would adversely affect coverage under an insurance policy.
 - C. To obey all lawful orders, rules, and regulations of all governmental authorities.
 - D. To be liable for all acts of negligence by Tenant and Tenant's, employees, agents, guests and invitees, and to indemnify, defend and hold harmless the Landlord for any and all acts of negligence caused by the Tenant or the Tenant's employees, agents, guests and invitees.
 - E. To vacate the Leased Premises promptly at the end of the lease term, time being of the essence as to the Tenant's vacating the Leased Premises.
 - F. To keep the Leased Premises in a clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear excepted.
 - G. To perform all snow removal and/or plowing, grass and weed cutting, pavement patching and all ordinary day-to-day maintenance of the Leased Premises.
12. Disposal of Tenant's Property. If the Tenant leaves any property on the Leased Premises after vacating the Leased Premises, the Tenant shall be deemed to have abandoned the property and the Landlord shall have the right to dispose of the property as the Landlord deems appropriate.
13. Inspection by Tenant. The Tenant acknowledges that the Tenant is fully familiar with the condition of the Leased Premises and accepts the Leased Premises in the condition as it is on the date of execution of this Lease.

14. Notices. All notices and other communications shall be in writing and be deemed given when delivered personally or three business days after mailing if mailed by first class mail, postage prepaid. Notices shall be delivered to the addresses specified above.
15. Termination. Either Party may terminate this Lease at any time, with or without cause, by providing the non-terminating Party with a 90-calendar day written notice of termination. In the event the Lease is terminated by the Tenant, any and all amounts paid or due and owing to the Landlord pursuant to Paragraph 3, above, shall be nonrefundable and shall not be prorated; in the event the Lease is terminated by the Landlord, the Landlord shall refund to the Tenant the prorated amount for not rental time that was used by the Tenant.
16. Amendments. This Lease may be modified or amended or the provisions hereof waived with the mutual written consent of the Parties.

CITY OF BARABOO, LANDLORD

Ed Geick, City Administrator	Date
------------------------------	------

Brenda Zeman, City Clerk	Date
--------------------------	------

I A.M. DAIRY, LLC, TENANT

Allen O. Mueller, Owner	Date
-------------------------	------

Mary A. Mueller, Owner	Date
------------------------	------

Map #1



The City of Baraboo, Wisconsin

A long, long time ago, in a far, far away land there was a sewer utility that had a billing rate structure that didn't conform to the norm. Annually the Utility's audit team noted in its report that our sewer billing structure was not the industry stand. Our entire revenue was based/billed on volume charges alone. With the upgrade to the Biosolids portion of the WRRF, the Utility is taking on new debt and operational cost. Also, we had a customer question our high strength waste rates. We decided that it would be an appropriate time to request an outside consultant to evaluate our entire sewer budget, billing system and re-structure rates.

The Utility hired Baker Tilley (same company that we use for our auditing services). The Utility was responsible for providing Baker Tilley with a significant amount of past revenue and expenditure details, billing rates, the new debt schedules, and our proposed 2019 budget. There was a two month process of clarifying data and reviewing projection tables.

Our goal was to have a new bill structure in place by January 1, 2019. The final review was completed on December 5th.

This new structure follows the industry standard that most Wisconsin Sewer Utilities follow. The structure is now a two tiered system. There is a fixed quarterly charge on the water meter size and a volume charge. (This is the same rate structure that the Water Utility uses). The basis behind the new rate structure is the Utility has expenses no matter what the volume of sewage that goes to the WRRF. Hypothetically, if there was a disaster and there was no flow going to the WRRF we would have no way of generating revenue to cover our expenses.

There is no change to the previously presented annual budget amount. The new structure does shift everyone's bill (slightly up or slightly down). There is supplemental information that will be presented that demonstrates some of those affected changes, you will also see how our sewer rates compare with other similar sized communities, and also see how our utility bills relate to other monthly expenses.

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 proposed 2019 Sanitary Sewer Budget for the City of Baraboo in the amount of **\$1,719,387** is hereby adopted; and,

BE IT FURTHER RESOLVED, that adoption of said budget establishes the following sewer rates effective beginning the first quarter billing of 2019:

City of Baraboo	* 100 Gallons Usage	\$0.402
Outlying Area:	* 100 Gallons Usage	\$0.270
Surcharge for High Strength:	BOD	\$ 0.45/lb
	S.S.	\$ 0.51/lb
	Phosphorus	\$ 4.00/lb
Quarterly Fixed Meter Charge		
	5/8"	\$ 7.40
	3/4"	\$ 8.10
	1"	\$ 9.50
	1-1/2"	\$ 12.90
	2"	\$ 17.00
	3"	\$ 26.60
	4"	\$ 40.30
	6"	\$ 74.60
	8"	\$ 116.00
	10"	\$ 171.00
	12"	\$ 225.00

Septage		\$116.72/1000 gallons
Holding Tank		\$ 10.85/1000 gallons
Administration Fee		\$ 15.00/load
Bio Solids	Class A	
	Utility haul	\$ 22.50/load
	Customer hauls	\$ 0.75/yd.
	Class B	FREE
Digester Solids Treatment		\$ 50.00/100 lbs. of dry solids
BOD Testing		\$ 18.00/sample
S.S. Testing		\$ 12.00/sample
pH Testing		\$ 7.00/sample
Phosphorus Testing		\$ 23.00/sample

Offered by: Public Safety Committee
Motion:
Second:

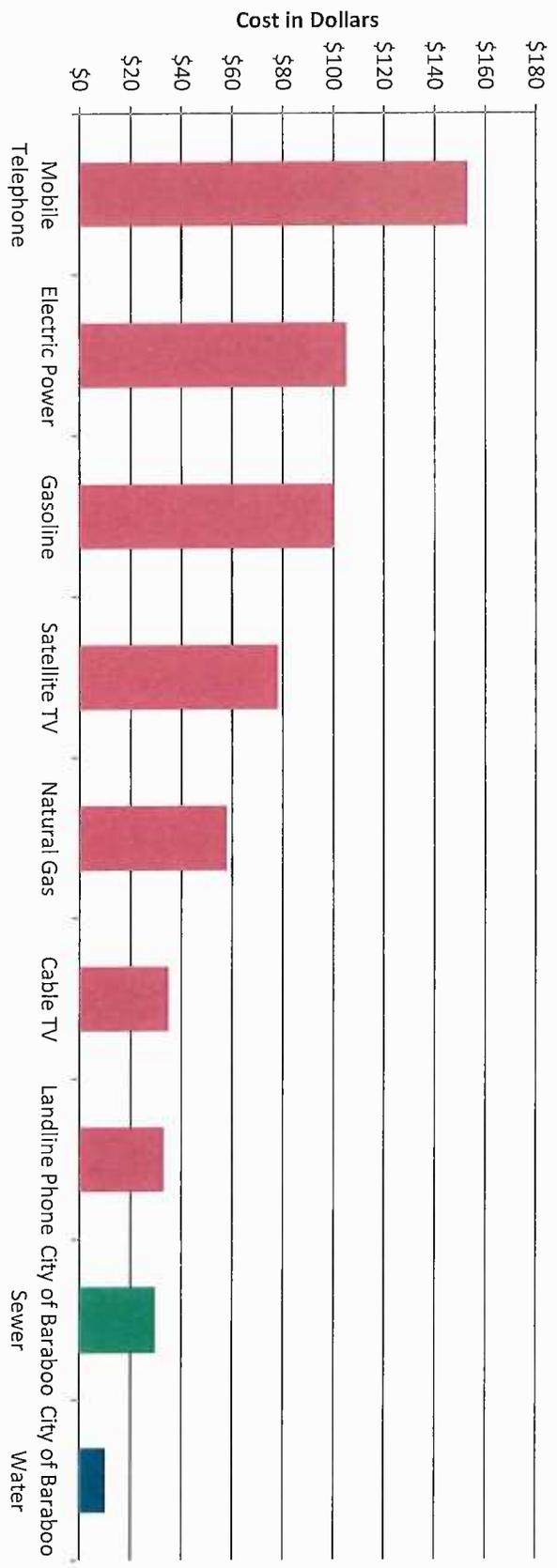
Approved: _____
Attest: _____

SEWER RATE COMPARISON FOR COMPARABLY-SIZED COMMUNITIES

COMMUNITY (population)	QUARTERLY FIXED RATE (based on meter size)						VARIABLE RATE (/100 gallons)	QUARTERLY SEWER BILL (based on 20,000 gallons)					
	5/8"	1"	1-1/2"	2"	3"	4"		5/8"	1"	1-1/2"	2"	3"	4"
Baraboo (12,164)	\$7.40	\$9.50	\$12.90	\$17.00	\$26.60	\$40.30	\$0.402	\$87.80	\$89.90	\$93.30	\$97.40	\$107.00	\$120.70
Plover (12,772)	\$14.90	\$37.25	\$74.50	\$119.20	\$260.75	-----	\$0.330	\$80.90	\$103.25	\$140.50	\$185.20	\$326.75	-----
Middleton (19,660)	\$29.37	\$45.04	\$70.67	\$101.69	\$173.67	\$276.63	\$0.297	\$88.77	\$104.44	\$130.07	\$161.09	\$233.07	\$336.03
Chippewa Falls (14,035)	\$17.01	\$17.01	\$17.01	\$17.01	\$17.01	\$17.01	\$0.380	\$93.01	\$93.01	\$93.01	\$93.01	\$93.01	\$93.01
Portage (10,473)	\$33.00	\$81.00	\$150.00	\$195.00	\$348.00	\$570.00	\$0.308	\$94.60	\$142.60	\$211.60	\$256.60	\$409.60	\$631.60
Sun Prairie (32,894)	\$27.69	\$40.32	\$61.86	\$88.86	\$146.85	\$231.72	\$0.382	\$104.09	\$116.72	\$138.26	\$165.26	\$223.25	\$308.12
Stoughton (13,088)	\$21.96	\$33.69	\$53.25	\$76.74	\$131.52	\$209.79	\$0.493	\$120.56	\$132.29	\$151.85	\$175.34	\$230.12	\$308.39
Reedsburg (9,487)	\$34.50	\$76.05	\$145.50	\$228.75	\$422.85	\$700.35	\$0.519	\$138.30	\$179.85	\$249.30	\$332.55	\$526.65	\$804.15
Wisconsin Rapids (17,806)	\$43.17	\$85.05	\$154.50	\$237.75	\$431.85	\$863.61	\$0.479	\$138.97	\$180.85	\$250.30	\$333.55	\$527.65	\$959.41
Platteville (12,457)	\$46.35	\$61.80	\$80.34	\$105.06	\$163.77	\$250.29	\$0.632	\$172.75	\$188.20	\$206.74	\$231.46	\$290.17	\$376.69
Grafton (11,643)	\$49.10	\$84.30	\$143.40	\$213.90	\$378.50	\$613.70	\$0.670	\$183.10	\$218.30	\$277.40	\$347.90	\$512.50	\$747.70
Whitewater (14,540)	\$27.00	\$45.00	\$99.00	\$174.00	\$390.00	\$690.00	\$1.065	\$240.00	\$258.00	\$312.00	\$387.00	\$603.00	\$903.00

CUSTOMER ADDRESS	CURRENT (2018) RATE INFORMATION						Meter Size	PROPOSED (2019) RATE INFORMATION			
	1st Qtr Use (x00 gals)	2nd Qtr Use (x00 gals)	3rd Qtr Use (x00 gals)	Quarterly Average (x00 gals)	Rater per 100 gallons	Quarterly Sewer Bill		Quarterly Sewer Fixed Base Charge	Sewer Volume Charge per 100 gallons	Quarterly Sewer Bill	Quarterly Difference
RESIDENTIAL											
338 5th St	87	92	82	87	\$0.4261	\$ 37.07	5/8"	\$7.40	\$0.402	\$ 42.37	\$5.30
114 7th St	46	60	59	55	\$0.4261	\$ 31.96	5/8"	\$7.40	\$0.402	\$ 29.51	(\$2.45)
525 Bascom Hill	221	233	190	215	\$0.4261	\$ 91.47	5/8"	\$7.40	\$0.402	\$ 93.70	\$2.23
636 Parkside	57	61	72	63	\$0.4261	\$ 31.96	5/8"	\$7.40	\$0.402	\$ 32.86	\$0.90
127 10th Ave	193	161	167	174	\$0.4261	\$ 74.00	5/8"	\$7.40	\$0.402	\$ 77.21	\$3.21
328 Mulberry	61	57	51	56	\$0.4261	\$ 31.96	5/8"	\$7.40	\$0.402	\$ 30.05	(\$1.91)
1516 Roblee	160	156	158	158	\$0.4261	\$ 67.32	3/4"	\$8.10	\$0.402	\$ 71.62	\$4.29
1721 Birch	23	19	26	23	\$0.4261	\$ 31.96	5/8"	\$7.40	\$0.402	\$ 16.51	(\$15.45)
888 Iroquois	120	129	124	124	\$0.4261	\$ 52.98	5/8"	\$7.40	\$0.402	\$ 57.38	\$4.40
1200 Walnut #5	28	30	24	27	\$0.4261	\$ 31.96	5/8"	\$7.40	\$0.402	\$ 18.39	(\$13.57)
427 Lake St	125	153	163	147	\$0.4261	\$ 62.64	5/8"	\$7.40	\$0.402	\$ 66.49	\$3.86
1100 Tandom Trl	170	163	182	172	\$0.4261	\$ 73.15	3/4"	\$8.10	\$0.402	\$ 77.11	\$3.96
1520 Roblee Rd	152	156	153	154	\$0.4261	\$ 65.48	5/8"	\$7.40	\$0.402	\$ 69.17	\$3.70
1340 Silver Dr	21	11	9	14	\$0.4261	\$ 31.96	5/8"	\$7.40	\$0.402	\$ 12.89	(\$19.07)
824 6th St	200	211	182	198	\$0.4261	\$ 84.23	5/8"	\$7.40	\$0.402	\$ 86.86	\$2.64
COMMERCIAL									\$ -		
1113 12th St	925	696	524	715	\$0.4261	\$ 304.66	1.5"	\$12.90	\$0.402	\$ 300.33	(\$4.33)
127 4th St	176	240	180	199	\$0.4261	\$ 84.65	5/8"	\$7.40	\$0.402	\$ 87.26	\$2.61
117 4th St	570	761	856	729	\$0.4261	\$ 310.63	5/8"	\$7.40	\$0.402	\$ 300.46	(\$10.17)
124 4th Ave	403	482	534	473	\$0.4261	\$ 201.55	5/8"	\$7.40	\$0.402	\$ 197.55	(\$4.00)
1215 8th St	3193	3708	3050	3317	\$0.4261	\$ 1,413.37	1.5"	\$12.90	\$0.402	\$ 1,346.33	(\$67.04)
701 Hwy 12	780	823	860	821	\$0.4261	\$ 349.83	1.5"	\$12.90	\$0.402	\$ 342.94	(\$6.89)
INDUSTRIAL									\$ -		
801 Sauk	1260	1411	1191	1287	\$0.4261	\$ 548.53	2"	\$17.00	\$0.402	\$ 534.51	(\$14.02)
801 Lynn	808	878	789	825	\$0.4261	\$ 351.53	2"	\$17.00	\$0.402	\$ 348.65	(\$2.88)
1239 Sauk	116	136	118	123	\$0.4261	\$ 52.55	1.5"	\$12.90	\$0.402	\$ 62.48	\$9.93
1060 Teel	18753	26296	24830	23293	\$0.4261	\$ 9,925.15	4"	\$40.30	\$0.402	\$ 9,404.09	(\$521.06)
PUBLIC AUTHORITY									\$ -		
707 Center	495	360	201	352	\$0.4261	\$ 149.99	1.5"	\$12.90	\$0.402	\$ 154.40	\$4.42
1531 Draper	2111	1790	750	1550	\$0.4261	\$ 660.60	1.5"	\$12.90	\$0.402	\$ 636.13	(\$24.46)
124 2nd St	444	426	421	430	\$0.4261	\$ 183.37	2"	\$17.00	\$0.402	\$ 189.99	\$6.63
1006 Connie	826	850	586	754	\$0.4261	\$ 321.28	2"	\$17.00	\$0.402	\$ 320.11	(\$1.17)
									\$ -		
LSC COMMUNICATIONS											
	648	789	886	774	\$0.4261	\$ 329.94	1.5"	\$12.90	\$0.402	\$ 324.18	(\$5.76)
	8875	6094	3834	6268	\$0.4261	\$ 2,670.65	2"	\$17.00	\$0.402	\$ 2,536.60	(\$134.05)
CONTRACT CUSTOMERS											
West Baraboo	85616	140402	159640	128553	\$0.2735	\$ 35,159.15	10"	\$171.00	\$0.270	\$ 34,880.22	(\$278.93)
Sanitary District	14723	15418	17003	15715	\$0.2735	\$ 4,297.96	6"	\$74.60	\$0.270	\$ 4,317.56	\$19.60
Devil's Lake	313	6054	16174	7514	\$0.2735	\$ 2,054.99	4"	\$40.30	\$0.270	\$ 2,068.99	\$14.00

Monthly Average Utility Costs



REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
SEPTEMBER

PERMIT TYPE	2017							2018						
	ISSUED	YTD	EST COST	YTD	FEES	YTD		ISSUED	YTD	EST COST	YTD	FEES	YTD	
Commercial, New	0	1	\$0.00	\$9,082,700.00	\$0.00	\$0.00		0	1	\$0.00	\$800,000.00	\$0.00	\$2,272.63	
Commercial Addition	0	6	\$0.00	\$24,741,623.00	\$0.00	\$41,985.85		0	2	\$0.00	\$1,057,895.00	\$0.00	\$1,342.74	
Commercial, Alterations	0	27	\$0.00	\$4,146,190.00	\$0.00	\$15,350.26		2	17	\$110,000.00	\$1,482,357.00	\$1,195.00	\$9,150.61	
Commercial, Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00		0	0	\$0.00	\$0.00	\$0.00	\$0.00	
Residential, New SF	0	9	\$0.00	\$2,244,617.00	\$0.00	\$8,370.79		2	15	\$325,000.00	\$2,935,956.00	\$1,691.61	\$13,123.02	
Residential, New Duplex	0	1	\$0.00	\$390,000.00	\$0.00	\$13,400.38		0	3	\$0.00	\$880,000.00	\$0.00	\$2,887.54	
Residential, Additions	0	7	\$0.00	\$294,000.00	\$0.00	\$1,189.54		1	10	\$20,274.00	\$317,799.00	\$100.00	\$1,453.80	
Residential Remodel	3	32	\$24,295.00	\$668,795.00	\$225.00	\$6,885.42		2	25	\$2,000.00	\$520,563.00	\$150.00	\$2,778.83	
Residential, Accessory Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00		2	4	\$0.00	\$0.00	\$60.00	\$120.00	
Residential, Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00		0	1	\$0.00	\$0.00	\$0.00	\$30.00	
Roofing/Siding/Windows	11	94	\$84,000.00	\$760,119.00	\$648.00	\$5,128.00		38	219	\$530,676.00	\$2,854,193.00	\$3,208.00	\$17,985.00	
Garage/Sheds/Deck/Fence	9	66	\$99,900.00	\$311,821.00	\$540.00	\$4,320.00		6	50	\$22,000.00	\$218,061.00	\$360.00	\$3,150.00	
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00	\$0.00	\$0.00	
Plumbing Only	1	5	\$300.00	\$22,232.00	\$60.00	\$300.00		1	4	\$3,000.00	\$89,067.00	\$60.00	\$240.00	
Electrical Only	1	20	\$1,000.00	\$82,500.00	\$60.00	\$1,260.00		1	40	\$1,000.00	\$278,363.00	\$60.00	\$2,740.00	
HVAC Only	0	8	\$0.00	\$35,536.00	\$0.00	\$840.00		0	4	\$0.00	\$25,353.00	\$60.00	\$240.00	
Sign Permits	2	14	\$4,000.00	\$39,200.00	\$240.00	\$2,160.00		3	20	\$1,600.00	\$20,100.00	\$180.00	\$1,590.00	
Misc. Permits	0	8	\$0.00	\$174,300.00	\$0.00	\$880.00		0	5	\$0.00	\$70,000.00	\$0.00	\$210.00	
TOTALS	27	300	\$213,495.00	\$42,993,653.00	\$1,773.00	\$102,130.24		58	420	\$1,015,550.00	\$11,549,707.00	\$7,124.61	\$59,314.17	

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
OCTOBER

PERMIT TYPE	2017						2018					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	1	\$0.00	\$9,082,700.00	\$0.00	\$0.00	0	1	\$0.00	\$800,000.00	\$0.00	\$2,272.63
Commercial Addition	0	6	\$0.00	\$24,741,623.00	\$0.00	\$41,985.85	0	2	\$0.00	\$1,057,895.00	\$0.00	\$1,342.74
Commercial, Alterations	2	29	\$30,779.00	\$4,176,969.00	\$292.00	\$1,642.26	0	17	\$0.00	\$1,482,357.00	\$0.00	\$9,150.61
Commercial, Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential, New SF	0	9	\$0.00	\$2,244,617.00	\$0.00	\$8,370.79	0	15	\$0.00	\$2,935,956.00	\$0.00	\$13,123.02
Residential, New Duplex	0	1	\$0.00	\$390,000.00	\$0.00	\$13,400.38	0	3	\$0.00	\$880,000.00	\$0.00	\$2,887.54
Residential, Additions	1	8	\$10,000.00	\$304,000.00	\$100.00	\$1,289.54	1	11	\$20,000.00	\$357,799.00	\$133.20	\$1,587.00
Residential Remodel	6	38	\$64,000.00	\$732,795.00	\$417.00	\$7,302.42	3	28	\$21,700.00	\$542,263.00	\$274.00	\$3,052.83
Residential, Accessory Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	4	\$0.00	\$0.00	\$0.00	\$120.00
Residential, Razing	2	3	\$0.00	\$0.00	\$60.00	\$90.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Roofing/Siding/Windows	15	109	\$286,600.00	\$1,046,719.00	\$1,690.00	\$6,818.00	30	249	\$1,224,200.00	\$4,078,393.00	\$2,708.00	\$20,693.00
Garage/Sheds/Deck/Fence	5	71	\$43,700.00	\$355,521.00	\$300.00	\$4,620.00	6	56	\$66,500.00	\$284,561.00	\$390.00	\$3,540.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing Only	0	5	\$0.00	\$22,232.00	\$0.00	\$300.00	0	4	\$0.00	\$89,067.00	\$0.00	\$240.00
Electrical Only	4	24	\$137,995.00	\$220,499.00	\$370.00	\$1,630.00	6	46	\$32,500.00	\$310,863.00	\$440.00	\$3,180.00
HVAC Only	1	9	\$2,883.00	\$3,819.00	\$60.00	\$900.00	0	4	\$0.00	\$25,353.00	\$0.00	\$240.00
Sign Permits	4	18	\$4,000.00	\$43,200.00	\$240.00	\$2,400.00	1	21	\$1,000.00	\$21,100.00	\$60.00	\$1,650.00
Misc. Permits	0	8	\$0.00	\$174,300.00	\$0.00	\$880.00	0	5	\$0.00	\$70,000.00	\$0.00	\$210.00
TOTALS	40	340	\$579,957.00	\$43,538,994.00	\$3,529.00	\$91,659.24	47	467	\$1,365,900.00	\$12,935,607.00	\$4,005.20	\$63,319.37

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
NOVEMBER

PERMIT TYPE	2017							2018						
	ISSUED	YTD	EST COST	YTD	FEES	YTD		ISSUED	YTD	EST COST	YTD	FEES	YTD	
Commercial, New	0	1	\$0.00	\$9,082,700.00	\$0.00	\$0.00		0	1	\$0.00	\$800,000.00	\$0.00	\$2,272.63	
Commercial Addition	0	6	\$0.00	\$24,741,623.00	\$0.00	\$41,985.85		0	2	\$0.00	\$1,057,895.00	\$0.00	\$1,342.74	
Commercial, Alterations	2	31	\$10,800.00	\$4,187,769.00	\$520.00	\$2,162.26		4	21	\$217,500.00	\$1,699,857.00	\$1,435.03	\$10,585.64	
Commercial, Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00		0	0	\$0.00	\$0.00	\$0.00	\$0.00	
Residential, New SF	0	9	\$0.00	\$2,244,617.00	\$0.00	\$8,370.79		3	18	\$510,000.00	\$3,445,956.00	\$2,372.79	\$15,495.81	
Residential, New Duplex	0	1	\$0.00	\$390,000.00	\$0.00	\$13,400.38		0	3	\$0.00	\$880,000.00	\$0.00	\$2,887.54	
Residential, Additions	1	9	\$42,770.00	\$346,770.00	\$100.00	\$1,389.54		0	11	\$0.00	\$357,799.00	\$0.00	\$1,587.00	
Residential Remodel	1	39	\$40,000.00	\$772,795.00	\$226.07	\$7,528.49		2	30	\$185,000.00	\$727,263.00	\$513.01	\$3,565.84	
Residential, Accessory Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00		0	4	\$0.00	\$0.00	\$0.00	\$120.00	
Residential, Razing	0	3	\$0.00	\$0.00	\$0.00	\$90.00		0	1	\$0.00	\$0.00	\$0.00	\$30.00	
Roofing/Siding/Windows	7	116	\$56,845.00	\$1,103,564.00	\$366.00	\$7,184.00		25	274	\$696,000.00	\$4,774,393.00	\$3,650.00	\$24,343.00	
Garage/Sheds/Deck/Fence	3	74	\$41,336.00	\$396,857.00	\$195.00	\$4,815.00		1	57	\$1,000.00	\$285,561.00	\$60.00	\$3,600.00	
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00	\$0.00	\$0.00	
Plumbing Only	0	5	\$0.00	\$22,232.00	\$0.00	\$300.00		0	4	\$0.00	\$89,067.00	\$0.00	\$240.00	
Electrical Only	3	27	\$2,400.00	\$222,849.00	\$180.00	\$1,810.00		7	53	\$36,023.00	\$346,886.00	\$460.00	\$3,640.00	
HVAC Only	1	10	\$2,883.00	\$6,702.00	\$60.00	\$960.00		0	4	\$0.00	\$25,353.00	\$0.00	\$240.00	
Sign Permits	0	18	\$0.00	\$43,200.00	\$0.00	\$2,400.00		2	23	\$2,000.00	\$23,100.00	\$120.00	\$1,770.00	
Misc. Permits	0	8	\$0.00	\$174,300.00	\$0.00	\$880.00		0	5	\$0.00	\$70,000.00	\$0.00	\$210.00	
TOTALS	18	358	\$197,034.00	\$43,735,978.00	\$1,647.07	\$93,306.31		44	511	\$1,647,523.00	\$14,583,130.00	\$8,610.83	\$71,990.20	

Members Present: Petty, Sloan, Thurow

Absent:

Others Present: Mayor Palm, E. Geick, E. Truman, B. Zeman, M. Hardy, K. Stieve, W. Peterson

Call Meeting to Order – Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of November 13, 2018. Motion carried unanimously. Ald. Petty noted that Action Item B, number 5 is modified to show a tax levy of \$8,503,461. Moved by Sloan to approve the amended agenda, seconded by Thurow and carried unanimously.

Action Items

- a) **Accounts Payable** - Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council approval of the accounts payable for **\$1,108,681.18**.
- b) **Review and recommendation to Common Council the 2019 Budget**
 1. Alma Waite in the amount of \$30,467
Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
 2. Sanitary Sewer Utility in the amount of \$1,719,387
Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
 3. Water Utility in the amount of \$1,924,833
Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
 4. Stormwater Utility in the amount of \$1,102,912
Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
 5. Tax levy for \$8,503,461 and adopt the 2019 City budget for a total of \$17,976,342
Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
 6. TIF Funds
Adm Geick explained that this approval is new for this year as required by law and simply lists the amount of TIF Funds that will be expended next year. Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
 7. Funds with other sources of revenue
Adm Geick noted that this is another new approval for this year and includes all of the separate funds as they are used. Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
- c) **Review and recommendation to Common Council using \$3,545 from auction proceeds of surplus equipment sales from the Parks & Recreation Department to replace a treadmill at the Civic Center fitness room** - M. Hardy explained that this is an unbudgeted item. Currently there is a little over \$5,000 available in the fund for past sale of auction proceeds. He is requesting to use these auction proceeds to replace a treadmill at the Civic Center. Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council.
- d) **Review and recommendation to Common Council the 2019 Business Improvement District (BID) budget for \$47,900, and assessments to be levied upon property** - The Committee reviewed the BID Budget. Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.
- e) **Review and recommendation to Common Council the Annual Weights and Measures Assessments for 2018.** * The committee reviewed the proposed weights and measures assessments. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council the annual weights and measures assessment.
- f) **Review a quote for continued assessor services with Tyler Technologies January 1, 2019 through December 31, 2021 and consideration of a future revaluation of the City** – Adm Geick explained that we are at the end of the contract period with Tyler Technologies. He is recommending that we continue with Tyler Technologies. Ald. Petty would prefer hearing from Tyler Technologies regarding a future revaluation of the City of Baraboo. Motion by Sloan to accept the 3 year contract, seconded by Thurow and carried unanimously to recommend to Council.

Informational Items

- a) City Attorney's report on insurance claims – None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:16pm.
Brenda Zeman, City Clerk

Members Present: S. Fay, B. Stelling, M. Zolper, T. Wickus, D. Ender, N. Marklein Bacher, L. Stanek

Members Absent: L. Steffes, S. Byberg

Also Attending: Ed Geick

Call to Order: Sarah Fay presided over the meeting, called it to order at 5:49PM and noted compliance with the Open Meeting Law.

Meeting Minutes:

Moved by Wickus, seconded by Zolper and unanimously carried to approve the minutes of October 17, 2018.

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

Reports of Officers and Committies

Appearance

- Key Club may help with banners in spring.

Promotions

- Christmas promotion underway.

Old Business:

Bench update – Prices received for painting; Plan to replace 1-2 per year.

Branding initiative update – Bobbie Boettcher presentation

New Business:

1. Vouchers

Rachel Rosenblum	450.00
GKJ Holdings LLC	750.00
Minuteman Press	78.47
Thyme is Honey	750.00
Downtown Baraboo	97.57
Lamar	3,375.00
Downtown Baraboo	2,500.00
Don Rick Insurance	635.00
City of Baraboo	541.72
TOTAL:	\$ 9,177.76

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

Correspondence & Announcements:

Next Meeting: Wednesday, December 19, 2018 at 5:45pm, Committee Room #205.

Adjournment: Moved by Wickus, seconded by Stelling to adjourn at approximately 6:43 p.m.

Respectfully submitted, Nicole Marklein Bacher

Minutes of the Public Safety Committee Meeting – November 12, 2018

Members Present: Phil Wedekind and Tom Kolb. Mike Plautz was absent. **Others Present:** Tom Pinion, Chief Schauf, Chief Stieve, Wade Peterson, Randy Scott, Leah & Ed Winneshiek, Al Mueller, Bob Hudack, Ben Bromley.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 2:00 P.M. at the Wastewater Treatment Facility. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Wedekind to approve the agenda as posted. Motion carried unanimously. It was moved by Kolb, seconded by Wedekind to approve the minutes of the September 24, 2018 meeting. Motion carried unanimously.

New Business

- a. Consideration of Vehicle and Equipment Towing Proposals for 2019/2020 – Chief Schauf presented the three proposals to the Committee. He said that Hovlands responding saying that they did not haul heavy trucks. Bill's Towing responded saying there would be no cost to the City if a City vehicle needs to be towed. He said that they also said that a vehicle towed for the City that would normally be billed to the owner for the snow removal, they indicated there would be no charge. He said the other bid received was from Craig's Towing, which is relatively new to the area. Craig's had no cost for towing City vehicles; however, a much higher rate for towing private vehicles. He said that the Department has had some concerns with Bill's in the past, people in the public indicating that Bill's was over charging for their tow services. It was moved by Kolb seconded to Wedekind to recommend Bill's Towing as the lower bidder for 2019/2020. Motion carried unanimously.
- b. Request by Seneca Foods Corp. to add a streetlight on the south side of Sauk Avenue west of their main office located at 801 Sauk Avenue – Pinion said that Seneca has a fair amount of pedestrian traffic going from headquarters to production facility. Streetlight is requested to provide better lighting for crossing. He said the cost would add \$84.00/year to the street light budget. It was moved by Kolb, seconded by Wedekind to add a streetlight on the south side of Sauk Avenue west of the main office as requested. Motion carried unanimously.
- c. Request for a second driveway for the single-family residence at 560 Quarry Street by Edward Winneshiek – Pinion said this location is behind Quindt's Towne Lounge. Highland Drive is on one side of the building and Quarry Street on the other; therefore, the dwelling has double frontage, but is not a corner lot. He said that there is a fair amount of stairs on the Highland Drive side, which is the existing driveway. He said that it is getting more difficult for Mr. Winneshiek to navigate the stairs; therefore, from a safety perspective, the family is considering installing a second driveway off Quarry Street. He said that there are some topographically challenges; however, anything can be done. He went on to say that, Quarry Street sits approximately three feet above the yard, so they will have to fill a place there to safely pull off the road and meet the driveway standards with a hard surface driveway. Pinion said that the entire cost of the driveway would be the owner's responsibility. It was moved by Kolb, seconded by Wedekind to approve the request for a second driveway at 560 Quarry Street. Motion carried unanimously. Leah Winneshiek stated that in order for them to continue to ask for help from Ho-Chunk Nation from their program for elders she would need a copy of the minutes from this meeting.
- d. Consideration of request from I AM Dairy to lease the city-owned parking lot on the south side of 106 Walnut Street – Pinion presented the background to the Committee. He said that I AM Dairy is requesting to lease the old Alliant parking lot, south and west of the old Bear A Boo Daycare Center. Pinion said that staff has looked at the general terms of a draft lease agreement; however, he is looking for whether the Committee feels that this is a good or bad idea, then staff will work out the details of amount of the lease and any other provisions as Al Mueller is able to review it with his attorney if we get any feedback. Pinion said that this is all City-owned property and available for lease and generate some revenue. It was moved by Kolb, seconded to Wedekind to direct staff to finalize negotiations. Motion carried unanimously.
- e. Consideration of Tumbled Rock Brewery's request to discharge wastewater to the City of Baraboo via the Town of Baraboo Sanitary District No. 1's sewer collection system – Pinion said the Wastewater Treatment Plant not only services the residents of the City, but also a couple of outlying areas, West Baraboo, the Town of Baraboo Sanitary District No. 1, and Devil's Lake. He said that the City has written agreements with each one. He said that the agreement with the Sanitary District states that any time there is a new industry or factory that they need to get written approval from the City to continue. The provisions of that contract say they can discharge 57,000 gallons per day; they are barely getting that per month. Pinion said that this is a new facility that is going to be created, falls under the industrial and manufacturing general sense of use, and requires written permission from the City. Pinion said that the Committee is familiar with the distillery and some of the challenges that the City has faced with wastewater there, is a brewery, they both container alcohol, but they are significantly different in terms of process and recipes. He said this is a 15-barrel brewing facility and the majority of the water goes out the door in the product, there are some spent grains that would be separated and hauled off-site, and then the

rinse water from that brewing facility that would be discharged to the sewer system. Wedekind asked if the city would run into the same with the winery. Pinion said that the winery contained alcohol, but yet a different process. He said that it would be similar; most of their solids would be collected and hauled off-site. He said that the brewery and done some research and the City has spoken to other communities that have breweries, the City certainly expect it will exceed the domestic strength waste concentrations contained in City ordinance. He said that the brewery knows that they have to install a sampling manhole, effluent metering device, and then have a flow proportionate sampler so that a baseline can be created. He said that expectation is over a month or six-month to get a reasonable average. Peterson said that he met with Randy Scott, owner of developer of Tumbled Rock, and the architect and talked about all the issue and he feels everything will be fine. Kolb asked if a surcharge would be required. Peterson said that they would be considered an industrial customer and have the surcharges applicable for whatever is considered high strength. It was moved by Kolb, seconded by Wedekind to approve the request of Tumbled Rock Brewery to discharge wastewater to the City of Baraboo via the Town of Baraboo Sanitary District No. 1's sewer collection system. Motion carried unanimously.

- f. Consideration of proposed Deed Restriction to prevent the independent sale of any of the six lots comprising the City Services Center "campus" at 450 Roundhouse Court – Pinion presented the background. He said that all six lots were created by a series of certified survey maps. He said the City is going to build a storage building on-site, and given the location is will cross a property. Therefore, as this goes to the State for State-approved plans, they will want to see something that eliminates the underlying property lines. It was moved by Kolb, seconded by Wedekind to recommend the proposed Deed Restriction as proposed. Motion carried unanimously.
- g. Consider accepting Quit Claim Deeds for a 20-foot wide strip of land centered about the existing paved shared driveway from the seventeen abutting property owners to establish a public alley between Elizabeth and Camp Streets from 2nd Street to 4th Street – Pinion presented the background. He said that this area is a platted area that originally was called the Village of Litchfield, eventually became the City of Baraboo. He said that these lots, there was no alley plated like there is on the other blocks, no right-of-way plated for an alley, some way there is a paved surface that extends from south end of the block to the north end of the block. Pinion said that technically it is considered a private, shared driveway. He went on to say that, residents have asked the City to reconstruct it; however, public dollars cannot be invested on private property. He said that over the course of the last couple of years, he has met with the residents on two different occasions and Attorney Truman accompanied him to a neighborhood meeting, there are 17 property owners, he has 16 signed quitclaim deeds, and the other one is on its way. Pinion said that the City plows it the majority of the time and use it to pick up garbage. He said with the Committee's recommendation and Council approval it convert this to an alley. It was moved by Kolb, seconded by Wedekind to recommend accepting the quite claim deeds and to establish a public alley between Elizabeth and Camp Streets from 2nd Street to 4th Street. Motion carried unanimously.
- h. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for September & October 2018 – It was moved by Kolb, seconded Wedekind to approve billing adjustments/credits for September & October as presented. Motion carried unanimously.
- i. Tour the Water Resource Recovery Facility's recent Biosolids upgrade project and the new storage building – At 2:45 the Committee toured the Biosolids upgrade.

Reports

- a. Utility Superintendent's Report – Peterson said that start-up of the last piece of equipment for the biosolids project is planned for next week. He said that 21 lead services have been replaced, so 2019 and 2020 the department will be pushing hard to get more people into the program. He said that the Sewer Rate Study is getting close and he hopes to have something at the second Council meeting with a proposed change and the sewer rates. The Jet-Vac truck for \$398,600 should be here the first week in December. He said that the water crew is finishing up hydrant flushing. He said that the sewer crew has been extremely busy helping out with the new garage. Biosolids, hopefully, the majority will be hauled out Wednesday and Thursday.
- b. Street Superintendent's Report – Pinion presented Gilman's report. Brush and leaf pickup is the focus of the Department. He said that there is some patching left to do. Compost site continues to be taken care of. He said that there are two street sweepers out throughout the months of October and November. The department did have a demonstration on a crack filler, so it is being looked at to pursue and get final pricing from vendors. He said that Berkley Blvd., between Dominos and the old Culver's was a piece of unimproved right-of-way behind the guardrail, the Department made some storm sewer repairs,

regraded it so it should drain very well. Alleys that we scheduled for this year have been finished. Pinion said on the Engineering side, curb and gutter was poured on Mill Race today. He said finish grading was done on Vine Street and will be blacktopped by the end of this week. Pinion went on to say that there has been some press coverage and social media discussion regarding a couple of people's desire to have a four-way stop at 5th and Oak. He said that he and Schauf will look at this and it will be on a future agenda.

- c. Police Chief's Report – Schauf said that the Department is busy. He said that drugs are still a primary concerns. He said that he has two employees that are currently field training, and will be in the final stages within the next two weeks. He said there are still two vacancies within the department, noting that Ruth Browning left the department to take a position with the CDA as their Compliance Officer.
- d. Fire Chief's Report – Stieve said that he and Pinion are working together for the Building Inspector/Fire Inspector/OC FF position.

ADJOURNMENT – It was moved by Kolb, seconded by Wedekind to adjourn at 3:12 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

DRAFT

Minutes of Plan Commission Meeting October 16, 2018

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

Roll Call – Present were Phil Wedekind, Pat Liston, Jim O’Neill, Tom Kolb, and Roy Franzen arrived at 5:30 p.m.. Dennis Thurow and Kate Fitzwilliams were absent.

Also in attendance were Administrator Geick, Tom Pinion, Attorney Truman, Bekah Hargraves, Brian Pierce, Dan & Adelina Hellenbrand Dan Goff, Caroline Wastlund, Bill Ryan, Becky Jackson, Rebecca Hoppe, Dwayne Zawistowski, Dan Goff, Mike Carbonara, and Bren Bromley.

Call to Order

- a. **Note compliance with the Open Meeting Law.** Wedekind noted compliance with the Open Meeting Law.
- b. **Agenda Approval:** It was moved by Kolb, seconded by O’Neill to approve the agenda as posted. Motion carried unanimously.
- c. **Minutes Approval:** It was moved by O’Neill, seconded by Kolb to approve the minutes of the August 21, 2018 meeting. Motion carried unanimously.

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

Public Hearings:

- a. **Public Hearing to Consider the request of Sherry & Dwayne Zawistowski, d/b/a DEZ Tactical Arms, Inc. for a Conditional Use Permit to allow the construction of a retail firearms store with an indoor shooting range on a 10-acre parcel in the E¼ of the NW¼ of the SE¼ of Section 3, T11N, R6E, in a B-3 Highway Oriented Business zoning district, located in the Conditional Use Overlay District at 1223 South Blvd., City of Baraboo –** Rebecca Hoppe, 840 Bascom Hill Drive (Home), 1243 South Blvd. (Business) addressed the Commission. Hoppe stated that she has heard many times that this is the “Gateway to Baraboo” and she feels having a gun shop here sends the wrong message. She stated that she has tried for 19 years to convince her children that they were safe going to school here, the school district and State has done many things to ensure the public that their kids are safe here. She feels that by placing an assault weapons manufacturing facility or even a retail facility here contradicts that message. She said that she feels that the City would be inviting a little bit of political discourse. She said that there are plenty of people in this State that are more than willing to protest anything that they don’t like, and she thinks this invites “Left Wing Mob” that we have been hearing about lately. There being no other speakers, the hearing was declared closed.
- b. **Public Hearing to consider request of Rabeka Hargraves and Jordan Darrow for a Conditional Use Permit to allow a beauty shop in the existing single-Ofamily residence on the 2-acre parcel on the east side of Vine Street in the NE¼ of the SE¼ of Section 2, T11N, R6E, in an NRO Neighborhood Office zoning district, at 729 Vine Street, City of Baraboo –** There being no speakers, the hearing was declared closed.
- c. **Public Hearing to consider request of BP Operators LLC for a Conditional Use Permit to allow a variable message sign for Pierce’s Express Market in a B-3 Highway Oriented Business zoning district, located in the SW¼ of the NE¼ of Section 36, T12N, R6E, City of Baraboo, Sauk County, Wisconsin at 935 8th Street –** There being no speakers, the hearing was declared closed.

New Business

- a. **Consideration of Sherry & Dwayne Zawistowski’s, d/b/a DEZ Tactical Arms, Inc., request for a Conditional Use Permit to allow the construction of a retail firearms store with an indoor shooting range on a 10-acre parcel in the E¼ of the NW¼ of the SE¼ of Section 3, T11N, R6E in a B-3 Highway Oriented Business zoning district, located in the Conditional Use Overlay District at 1223 South Blvd., City of Baraboo –** Brian Zawistowski, 4617 Leo Drive, Madison introduced himself to the Commission. Engineer Pinion said this parcel is immediately east of Glacier Valley Ford, directly across the street from MSA. He said that Brian and his parents have an accepted offer to purchase the property, contingent upon zoning. He said their proposal is to construct a building that would be a retail establishment to sell the firearms that they manufacture and assembly on-site. The rough site plan, building, and floor plan was presented and discussed. Attorney Truman said that given the recent change at the State level regarding municipalities’ right to put conditions or to deny a conditional use request, the burden is now on the city to be able to show objectively rather than subjectively a reason to put conditions or to deny the conditional use permit. She said that in addition, the State law does place significant restrictions municipalities’ regulation of indoor, outdoor shooting ranges. Ultimately, if a municipality has an ordinance on the books

at the time that the plans are approved, that ordinance holds. However, if there is no ordinance on the books that means that a municipality really cannot regulate it. She said that at this time the City does not have an ordinance specifically prohibiting indoor or outdoor shooting ranges, at least within this area of the City. She said that this is not to say that the City has absolutely no recourse, but at this point, in time, it is limited. Kolb asked if this would be the same type of store as Gander Outdoor. Brian Zawistowski gave an overview of what and who they are to the Commission. He said that they have a small retail store in Wisconsin Dells, and the company itself has been in business since 2004, and they have been a manufacturer ever since. He said that the retail side is relatively new to them as far as having a physical establishment. He said that their plans are to have a shooting range to go along with what they are already doing. He said that the idea is to serve the public, and there is a very large interest in firearms, and shooting sports in this area. Kolb asked what types of firearms would be manufactured. Zawistowski said that they would be manufacturing semi-automatic rifles, and offer all types of bolt action for sale. Gunsmithing would also be offered. Zawistowski said that at this time they do not offer any type of training; however, is hoping to do so in the future. Pinion stated that if approved, they would have to come back with full site plan, building elevations, landscaping, stormwater management plan, and site lighting plan. Liston said that he is not enthusiastic about this; however, he feels that the Commission has no options according to State law. Liston moved, Franzen seconded to approve the requested conditional use permit. Kolb questioned noise issues. Zawistowski stated that it is not very close to densely residential area. He said that the proposed building would be a solid concrete building with a capped roof. He said that the range inside is a ballistic rubber range, which has the sound deafening properties built into it. Liston asked Attorney Truman if decibel level is one that the Commission can control by law. Truman answered that decibel level is one that the Commission cannot regulate by State Statutes. Kolb asked what the Commission could regulate. Truman said that the Commission could regulate the site plan, lighting, elevations, etc. Kolb said that perhaps as part of the Conditional Use Permit, the Commission could look at health and safety issues. Truman said that she does not want to mislead the Commission in any way and say that this is an absolute State requirement. She said that there are still avenues that the State Statutes allow a municipality to create an ordinance; however, there is not such an ordinance on the City books at this time. Therefore, it would require the City to create an ordinance to regulate the new construction of a shooting range based on public health and safety issues. Zawistowski then mentioned that they do service law enforcement in the area. On roll call vote for the motion, Ayes – Franzen, Liston, O’Neill, and Wedekind. Nay – Kolb. Motion carried 4-1.

- b. Consideration of Rabeka Hargraves and Jordan Darrow request for a Conditional Use Permit to allow a beauty shop in the existing single-family residence on the 2-acre parcel on the east side of Vine Street in the NE ¼ of the SE ¼ of Section 2, T11N, R6E, in an NRO Neighborhood Residential Office zoning district, at 729 Vine Street, City of Baraboo – Kolb moved, Franzen seconded to approve the Conditional Use Permit request as presented. On roll call vote for the motion, Ayes – Liston, O’Neill, Kolb, Wedekind, and Franzen. Nay – 0, motion carried 5-0.
- c. Consideration of BP Operators LLC’s request for a Conditional Use Permit to allow a variable message sign for Pierce’s Express Market in a B-3 Highway Oriented Business zoning district, located in the SW¼ of the NE ¼ of Section 36, T12N, R6E, City of Baraboo, Sauk County, Wisconsin at 935 8th Street – Brian Pierce introduced himself to the Commission. Pinion presented the background for this request to the Commission. Liston moved, Franzen seconded to approve the requested conditional use permit for a variable message sign. On roll call vote for the motion, Ayes – O’Neill, Kolb, Wedekind, Franzen, and Liston. Nay – 0, motion carried 5-1.
- d. Consideration of request to rezone the 0.26-acre parcel on the northwest corner of the intersection of South Parkway and Quarry Street being part of the SW ¼ of the NE ¼ of Section 2, T11N, R6E, located at 404 South Parkway, from R-1A Single Family Residential to NRO Neighborhood Residential Office classification by Daniel J and Adelina Hellenbrand to allow the operation of a beauty shop in the existing single-family residence – Daniel Hellenbrand introduced himself and his wife to the Commission. Pinion presented the background to the Commission. It was moved by Liston, seconded by Kolb to recommend rezoning the property at 404 South Parkway from R-1A to NRO. On roll call vote for the motion, Ayes – Kolb, Wedekind, Franzen, Liston, and O’Neill. Nay – 0, motion carried 5-0
- e. Consideration of request to vacate the portion of the unimproved right-of-way of Crestview Drive (formerly Lorna Drive) lying north of 2nd Street between Lot 8 of Rehbein’s Addition to the City of Baraboo and Outlot 1 of Sauk County Certified Survey Map No. 4973 – Becky Jackson introduced herself to the Commission. Pinion presented the background to the Commission. He that the Commission members that are on the Council saw this once already and declared the intent to pursue this vacation of this unimproved right-of-way. He said that Mr. Jackson is looking to build new home on Lot 8, and according to City ordinance, in order to get occupancy, it has to be on a fully improved right-of-way. Pinion said that Jackson owns property on all three sides of this proposed vacation. It was moved by O’Neill, seconded by Kolb to recommend the vacation as requested. On roll call for the motion, Ayes – Wedekind, Franzen, Liston, O’Neill, and Kolb. Nay – 0, motion carried 5-0.

- f. Review Concept Plan for a Proposed Amendment to the General Development Plan & Specific Implementation for Oak Park Place, a multi-family residential senior living complex at 800 Waldo Street – Bill Ryan, Architectural Designs, representing Oak Park Place introduced himself to the Commission. Ryan said they recently added on to the independent living portion of the project, which the Commission had approved. He said the project was 95% complete; however, within the knuckle of where the independent living and the new addition was they ended up with some common space on all levels, and when Oak Park Place realized how much space was not being utilized, they decided to reconsider what was going to be a sitting room on all levels to decide on two of the levels to create two studio apartments, and then leave the top floor with the view of Devils Lake, and the bottom floor as large seating spaces. It was the consensus of the Commission for the project to move forward.
- g. Review Conceptual Plan for a 7-unit Condominium Development on a 2.46-acre parcel on the north side of Inverness Trail for Vintage Investments – Dan Goff introduced himself to the Commission. Pinion presented the plans to the Commission. He said that Goff is proposing to create a stand-alone condominium plat. He said the original one contemplated as many as 14 units, 7 duplexes. He said the current proposal is for seven single-family homes. It was the consensus of the Commission to have Goff move forward on his proposal.
- h. Discussion and possible recommendation to eliminate certain Conditional Uses in the Conditional Use Overlay District – Pinion said that the minutes from the last meeting summarized the discussion, and Atty. Truman has prepared the document that included the definitions that the Commission requested. Kolb has an issue under amusement and recreation services in the proposed definition, eliminating rental of rowboats and canoes. He feels that at this time, that area includes the Riverfront, and he would hate to eliminate a retail building that would sell or rent rowboats and canoes for river. Truman said that the definitions could be tailored, and her suggestion for this would be to specifically say that this is excluded from the definition. Kolb said that the definition should say “excluding rental of rowboats and canoes. Kolb then said under Indoor Institutional it includes gyms, swimming pools, and convention centers. Truman suggested stating, “excluding gyms, swimming pools, and convention centers.” It was moved by Kolb, seconded by Franzen to forward to Council with the proposed changes. Truman pointed out that in the current proposed definition for Amusement and Recreational Services does include shooting galleries. She asked the Commission if they wanted her to clarify this further; however, the Commission was okay with the current definition. On roll call vote for Franzen, Liston, O’Neill, Kolb, and Wedekind. Nay – 0, motion carried 5-0.

Adjournment - It was moved by Liston, seconded by Kolb to adjourn at 6:10 p.m. The motion carried unanimously.

Phil Wedekind, Mayor Designee