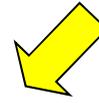




AGENDA FOR THE REGULAR MEETING OF THE FINANCE / PERSONNEL COMMITTEE



Date and Time: Tuesday, May 28, 2019 **6:00 P.M.**
Location: City Hall, Committee Room #205, 101 South Blvd. Baraboo
Members Noticed: Joel Petty, Scott Sloan, Dennis Thurow
Others Noticed: Department Heads (*agenda only*), E. Geick, B. Zeman, C. Haggard, M. Palm, P. Wedekind, John Alt, Post at Library, & Media, Fire Chief Kevin Stieve

1. Call Meeting to Order

- a. Roll Call of Membership
- b. Note compliance with Open Meeting Law.
- c. Approve May 14, 2019 minutes.
- d. Approve agenda.

MEMBERS not attending must notify the Chairperson at least 24 hours before the meeting.

2. Action Items

- a. **Accounts Payable** –Review and recommendation to Common Council on paying **\$253,808.58** *
- b. Review and recommendation to Common Council to approve Street Improvement Project bids from Gerke Excavating Inc. for Lake Street and Washington Avenue reconstructions, D.L. Gasser for Broadway Mill & Overlay projects. *
- c. Review and recommendation to Common Council to approve an amendment to the current cell phone tower lease between the City and Wisconsin RSA # 8 LP (d/b/a Verizon Wireless).*
- d. Review and recommendation to Common Council to accept the 2019 CDBG for CLOSE-Public Facilities in the amount of \$799,527.67.*
- e. Review and recommendation of memo from Patrick Cannon, Community Development Authority (CDA) Director on Economic Development Loan Program.
- f. Review and recommendation to Common Council to accept the proposed revisions to the City Administrator position ordinance.*

3. Information Items

- City Attorney's report on insurance claims
 - Claim denial – Brian and Chrystin Luetkens requested reimbursement of approximately \$1,607.00 due to alleged sewer backup into their basement.
 - Claim denial – Randy Wilkinson requested approximately \$210.00 due to alleged sewer backup into his basement.
- Councilmember Training: Council Handbook

4. Adjournment

Joel Petty, Chairperson

* Item on next regularly scheduled Common Council Meeting Agenda

Agenda prepared by D. Munz & posted on 05/24/2019

PLEASE TAKE NOTICE that any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 South Blvd., Baraboo, WI or phone (608) 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY, AND NOT A NOTICE TO PUBLISH

Members Present: Petty, Thurow, Sloan

Absent: none

Others Present: Mayor Palm, E. Geick, E. Truman, B. Zeman, C. Haggard, T. Pinion, J. Bergin

Call to Order –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of April 23, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the amended agenda. Motion carried unanimously.

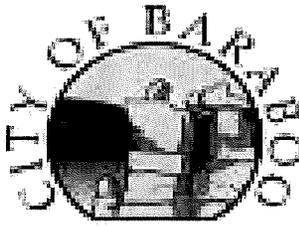
Action Items

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$1,903,764.50**. Motion carried unanimously.
- b) **Accept bid for Asbestos Abatement at 314 Depot Street from Dirty Ducts Cleaning and Environmental, Inc in the amount of \$10,855.00** – T. Pinion explained that 314 Depot Street was one of the properties that the City acquired from the County through a tax deed foreclosure. In order to tear these buildings down, and follow the appropriate regulations, we need to abate the existing asbestos. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.
- c) **Land Purchase from United Methodist Church on behalf of the Baraboo Public Library** – J. Bergin explained that the Library Board would like to purchase a partial parcel of land. This purchase is required for the Library expansion. Atty. Truman also noted that because a partial parcel can only be sold to an owner of a companion lot, for titling purposes, it has to be the City of Baraboo. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.
- d) **Accept the permanent Storm Easement obtained from the Sauk County Agricultural Society, Inc.** – T. Pinion explained that this is in conjunction with the Washington Ave. construction project. There are two existing pipes along here; this easement would allow us to add a third pipe on the fairgrounds property with minimal amount of destruction or demolition to already existing improvements. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.
- e) **Amendments to § 1.10 of the Baraboo Municipal Code relating to the Office of the City Administrator** – Adm. Geick noted that himself, Atty. Truman, and Mayor Palm reviewed the Municipal Code and made some minor changes to make it more understandable for anyone coming in. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.
- f) **City Administrator’s Position Description** – Adm. Geick noted that this is a cleanup of the job description. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.

Informational Items

- a) City Attorney’s report on insurance claims
 - o Claim Denial – L Donald Dietzen requested approximately \$1,200 for damage to vehicle allegedly due to pothole

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:33pm.
Brenda Zeman, City Clerk



City of Baraboo, Wisconsin
Finance Department
101 South Boulevard
Baraboo, WI 53913

May 14, 2019

The Council lists attached are check registers described in summary below:

Category	Total	Accounts Payable Run Date
General	\$ 217,551.74	May 24, 2019
Utility	\$ 36,256.84	May 15, 2019
ACH	\$ -	
Payroll Remittance Checks	\$ -	
Department Purchasing Cards	\$ -	
Total expenditures	\$ 253,808.58	

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
187574							
05/24/2019	187574	ALLIANT ENERGY	002634-0501	05/01/2019	AIR-APR 2019-AREA LIGHTING	630-35-53510-222-000	14.15
05/24/2019	187574	ALLIANT ENERGY	003123-0509	05/09/2019	PK-8TH AVE SHELTER ELECTRI	100-52-55200-222-000	18.21
05/24/2019	187574	ALLIANT ENERGY	029413-0509	05/09/2019	PK-MAXWELL-POTTER ELECTR	100-52-55200-222-000	23.78
05/24/2019	187574	ALLIANT ENERGY	036982-0510	05/10/2019	PK-STATZ PARK ELECTRIC	100-52-55200-222-000	17.27
05/24/2019	187574	ALLIANT ENERGY	041272-0509	05/09/2019	CC-ELECTRIC	100-52-55130-222-000	1,084.74
05/24/2019	187574	ALLIANT ENERGY	041272-0509	05/09/2019	CC-HEAT	100-52-55130-223-000	509.76
05/24/2019	187574	ALLIANT ENERGY	056281-0508	05/08/2019	FD - ELECTRICITY FOR SIRENS	100-21-52500-222-000	5.24
05/24/2019	187574	ALLIANT ENERGY	069314-1030	10/30/2018	LIB EAST LOWER-OCT 2018 HE	851-51-55110-223-000	30.73
05/24/2019	187574	ALLIANT ENERGY	069314-1128	11/28/2018	LIB EAST LOWER-NOV 2018 GA	851-51-55110-223-000	65.41
05/24/2019	187574	ALLIANT ENERGY	069314-1227	12/27/2018	LIB EAST LOWER-DEC 2018 GA	851-51-55110-223-000	75.30
05/24/2019	187574	ALLIANT ENERGY	091971-0509	05/09/2019	PK-PIERCE PARK ELECTRIC	100-52-55200-222-000	176.85
05/24/2019	187574	ALLIANT ENERGY	139770-0103	01/03/2019	AIR-DEC 2018 SRE BLDG ELEC	630-35-53510-222-000	53.35
05/24/2019	187574	ALLIANT ENERGY	139770-0103	01/03/2019	AIR-DEC 2018 SRE BLDG GAS	630-35-53510-223-000	131.06
05/24/2019	187574	ALLIANT ENERGY	139770-0204	02/04/2019	AIR-JAN 2019 SRE BLDG ELECT	630-35-53510-222-000	84.17
05/24/2019	187574	ALLIANT ENERGY	139770-0204	02/04/2019	AIR-JAN 2019 SRE BLDG GAS	630-35-53510-223-000	339.52
05/24/2019	187574	ALLIANT ENERGY	139770-0502	05/02/2019	AIR-APR 2019 SRE ELECTRIC	630-35-53510-222-000	59.38
05/24/2019	187574	ALLIANT ENERGY	139770-0502	05/02/2019	AIR-APR 2019 SRE GAS	630-35-53510-223-000	23.06
05/24/2019	187574	ALLIANT ENERGY	139770-1102	11/02/2018	AIR-OCT 2018 SRE BLDG ELEC	630-35-53510-222-000	37.39
05/24/2019	187574	ALLIANT ENERGY	139770-1102	11/02/2018	AIR-OCT 2018 SRE BLDG GAS	630-35-53510-223-000	15.51
05/24/2019	187574	ALLIANT ENERGY	139770-1204	12/04/2018	AIR-NOV 2018 SRE BLDG ELEC	630-35-53510-222-000	57.13
05/24/2019	187574	ALLIANT ENERGY	139770-1204	12/04/2018	AIR-NOV 2018 SRE BLDG GAS	630-35-53510-223-000	70.75
05/24/2019	187574	ALLIANT ENERGY	181253-0509	05/09/2019	PK-STEINHORST ELECTRIC	100-52-55200-222-000	80.48
05/24/2019	187574	ALLIANT ENERGY	194213-0509	05/09/2019	PK-TENNIS ELECTRIC	100-52-55200-222-000	23.98
05/24/2019	187574	ALLIANT ENERGY	26926188-05	05/09/2019	CITY-101 SOUTH BLVD ELECTR	100-11-51640-222-000	2,728.19
05/24/2019	187574	ALLIANT ENERGY	26926188-05	05/09/2019	CITY-101 SOUTH BLVD HEAT	100-11-51640-223-000	873.47
05/24/2019	187574	ALLIANT ENERGY	294993-0509	05/09/2019	FD - GAS	100-21-51610-223-000	355.45
05/24/2019	187574	ALLIANT ENERGY	294993-0509	05/09/2019	FD - ELECTRIC	100-21-51610-222-000	1,002.40
05/24/2019	187574	ALLIANT ENERGY	327563-0509	05/09/2019	PK-LANGER SHELTER ELECTRI	100-52-55200-222-000	41.62
05/24/2019	187574	ALLIANT ENERGY	327563-0509	05/09/2019	PK-LANGER SHELTER HEAT	100-52-55200-223-000	35.02
05/24/2019	187574	ALLIANT ENERGY	514075-0509	05/09/2019	FD-5TH ST GARAGE ELECTRICI	100-21-51620-222-000	125.65
05/24/2019	187574	ALLIANT ENERGY	514075-0509	05/09/2019	FD-5TH ST GARAGE HEAT	100-21-51620-223-000	32.43
05/24/2019	187574	ALLIANT ENERGY	576613-0509	05/09/2019	PK-MRE FIELD ELECTRIC	100-52-55200-222-000	144.84
05/24/2019	187574	ALLIANT ENERGY	622926-0509	05/09/2019	PK-LANGER PARK ELECTRIC	100-52-55200-222-000	17.39
05/24/2019	187574	ALLIANT ENERGY	667361-0509	05/09/2019	PK-PIERCE PAVILION ELECTRI	100-52-55200-222-000	281.23
05/24/2019	187574	ALLIANT ENERGY	667361-0509	05/09/2019	PK-PIERCE PAVILION HEAT	100-52-55200-223-000	190.19
05/24/2019	187574	ALLIANT ENERGY	671025 0509	05/09/2019	PW-CITY SRV CENTER ELECTR	100-31-53270-222-000	1,811.74
05/24/2019	187574	ALLIANT ENERGY	671025 0509	05/09/2019	PW-CITY SRV CENTER HEAT A	100-31-53270-223-000	640.05
05/24/2019	187574	ALLIANT ENERGY	678504-0509	05/09/2019	PK-MRE ELECTRIC	100-52-55200-222-000	35.85
05/24/2019	187574	ALLIANT ENERGY	737263-0509	05/09/2019	PK-WEBER ELECTRIC	100-52-55200-222-000	17.27
05/24/2019	187574	ALLIANT ENERGY	761834 4-29-	04/29/2019	LIBEAST- GAS	851-51-55110-223-000	60.85
05/24/2019	187574	ALLIANT ENERGY	761834 4-29-	04/29/2019	LIBEAST- ELEC	851-51-55110-222-000	253.67
05/24/2019	187574	ALLIANT ENERGY	785885-0509	05/09/2019	PK-DEPPE ELECTRIC	100-52-55200-222-000	43.86
05/24/2019	187574	ALLIANT ENERGY	837782-0513	05/13/2019	ZOO-OTTER ELECTRIC	100-52-55410-222-000	508.15
05/24/2019	187574	ALLIANT ENERGY	837782-0513	05/13/2019	ZOO-OTTER HEAT	100-52-55410-223-000	129.50
05/24/2019	187574	ALLIANT ENERGY	861880-0502	05/02/2019	AIR-APR 2019 RUNWAY ELECT	630-35-53510-222-000	487.01
05/24/2019	187574	ALLIANT ENERGY	879382-0509	05/09/2019	PK-RIDGE ST ELECTRIC	100-52-55200-222-000	40.80
05/24/2019	187574	ALLIANT ENERGY	912024-0509	05/09/2019	PK-PIERCE S FIELD ELECTRIC	100-52-55200-222-000	19.39
Total 187574:							12,873.24
187575							
05/24/2019	187575	ARDYTHS SEW-N-SHOPP	1-96334	04/04/2019	CC- RICCAR VAC BELT & BAGS	100-52-55130-340-000	56.89
Total 187575:							56.89

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
187576							
05/24/2019	187576	AXON ENTERPRISE INC.	SI-1590094	05/02/2019	PD- REPLACEMENT TASER (1)	100-20-52110-814-000	1,126.01
	Total 187576:						1,126.01
187577							
05/24/2019	187577	BAILEY'S SCREEN PRINT	bss204	04/04/2019	LIB- SHIRTS GET LOUD	851-51-55110-340-000	465.80
	Total 187577:						465.80
187578							
05/24/2019	187578	BARA TS CUSTOM SCRE	00682	05/15/2019	POOL-UNIFORMS	100-53-55420-346-000	286.20
	Total 187578:						286.20
187579							
05/24/2019	187579	BARABOO DISTRICT AM	2366-421476	03/15/2019	FD - REIMBURSE FOR OREILLY	100-21-52200-348-000	11.99
	Total 187579:						11.99
187580							
05/24/2019	187580	BARABOO UTILITIES	2018-TIFINT	12/31/2018	TIF - 2018 INTEREST OWED WA	370-00-25640-000	23.14
05/24/2019	187580	BARABOO UTILITIES	2018-TIFINT	12/31/2018	TIF - 2018 INTEREST OWED WA	380-00-25640-000	41.20
05/24/2019	187580	BARABOO UTILITIES	2018-TIFINT	12/31/2018	TIF - 2018 INTEREST OWED SE	380-00-25610-000	31.60
05/24/2019	187580	BARABOO UTILITIES	9701141	05/16/2019	CC-CROSS CONNECTION CON	100-52-55130-260-000	64.30
05/24/2019	187580	BARABOO UTILITIES	9701141	05/16/2019	ZOO-CROSS CONNECTION CO	100-52-55410-260-000	64.30
	Total 187580:						224.54
187581							
05/24/2019	187581	BARABOO-DELLS FLIGH	2019-05	05/15/2019	Maintenance Contract	630-35-53510-200-000	3,470.41
05/24/2019	187581	BARABOO-DELLS FLIGH	2019-05	05/15/2019	Reduction for Rent	630-35-48210-000	657.34
	Total 187581:						2,813.07
187582							
05/24/2019	187582	BATTERY PRODUCTS IN	58780	05/16/2019	FD - CR 123 BATTERIES HELME	100-21-52200-340-000	142.63
	Total 187582:						142.63
187583							
05/24/2019	187583	BJ CLEANING INC	8044	04/30/2019	LIBEAST- APR CLEANING	851-51-55110-260-000	65.00
	Total 187583:						65.00
187584							
05/24/2019	187584	BOND TRUST SERVICES	48723	04/10/2019	CITY-2010 TX BONDS INTERES	300-10-58210-620-101	32,942.50
05/24/2019	187584	BOND TRUST SERVICES	48924	04/10/2019	CITY-2010A AGENT FEES	300-10-58300-630-000	400.00
	Total 187584:						33,342.50
187585							
05/24/2019	187585	CANNON, PATRICK	2019-5B	05/01/2019	CITY-CDA MAY 2019 PROPERTY	100-67-56710-290-000	3,030.00
	Total 187585:						3,030.00

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
05/24/2019	187586	CHARTER COMMUNICATI	0197571050	05/05/2019	ZOO-INTERNET	100-52-55410-260-000	84.99
Total 187586:							84.99
187587							
05/24/2019	187587	CINTAS CORPORATION #	4019783337	04/10/2019	FD - RUGS	100-21-51610-260-000	44.18
05/24/2019	187587	CINTAS CORPORATION #	4020193583	04/16/2019	PW-MOP FRAME; RED TOWELS	100-31-53270-340-000	116.95
05/24/2019	187587	CINTAS CORPORATION #	4021041288	04/30/2019	PW-TOWELS; MOP FRAME/HAN	100-31-53270-340-000	116.95
05/24/2019	187587	CINTAS CORPORATION #	4021455547	05/08/2019	FD - RUGS	100-21-51610-260-000	44.18
05/24/2019	187587	CINTAS CORPORATION #	4021455981	05/07/2019	PW-MATS; UNIFORMS	100-31-53270-340-000	47.25
05/24/2019	187587	CINTAS CORPORATION #	4021958728	05/14/2019	CITY-MATS	100-11-51640-260-000	20.50
05/24/2019	187587	CINTAS CORPORATION #	4021958766	05/14/2019	PW-MOP FRAME; TOWELS; DU	100-31-53270-340-000	116.95
05/24/2019	187587	CINTAS CORPORATION #	4022358856	05/21/2019	CITY-MATS	100-11-51640-260-000	20.50
Total 187587:							527.46
187588							
05/24/2019	187588	CITIES & VILLAGES MUT	2018 WC AU	05/22/2019	INS-2018 AUDIT WORKERS CO	100-11-51933-510-000	2,208.00
Total 187588:							2,208.00
187589							
05/24/2019	187589	CITY OF BARABOO - UTIL	9701142	05/16/2019	CITY-CROSS CONNECTION INS	100-11-51640-260-000	64.30
Total 187589:							64.30
187590							
05/24/2019	187590	COMPLIANCE SERVICES	35366	05/10/2019	PD- DRUG SCREEN WEPKING	100-20-52110-215-000	69.00
Total 187590:							69.00
187591							
05/24/2019	187591	D.L. GASSER CONSTRU	5000020534	05/13/2019	PW-12.610 TON HOT MIX #11	100-31-53300-371-000	658.87
05/24/2019	187591	D.L. GASSER CONSTRU	5000020545	05/14/2019	PW-17.810 TON HOT MIX #11	100-31-53300-371-000	894.95
05/24/2019	187591	D.L. GASSER CONSTRU	5000020554	05/15/2019	PW-4.520 TON HOT MIX#11	100-31-53300-371-000	227.13
05/24/2019	187591	D.L. GASSER CONSTRU	5000020554	05/15/2019	PW-3.010 TON COLD MIX	100-31-53300-379-000	188.13
05/24/2019	187591	D.L. GASSER CONSTRU	5000020567	05/16/2019	PW-5.700 TON HOT MIX #11	100-31-53300-371-000	286.43
Total 187591:							2,255.51
187592							
05/24/2019	187592	DAVIS CONSTRUCTION	16273	05/13/2019	ROW-STUMP FILLING	100-52-53370-377-000	480.00
05/24/2019	187592	DAVIS CONSTRUCTION	16285	05/14/2019	ROW-STUMP FILLING	100-52-53370-377-000	480.00
05/24/2019	187592	DAVIS CONSTRUCTION	16286	05/14/2019	ROW-STUMP FILLING	100-52-53370-377-000	720.00
Total 187592:							1,680.00
187593							
05/24/2019	187593	DECKER SUPPLY COMPA	905307	05/09/2019	PW - SIGNS	100-31-53300-364-000	1,058.30
Total 187593:							1,058.30
187594							
05/24/2019	187594	DELL MARKETING LP	1031643924	05/20/2019	FD - COMPUTER MONITORS	100-21-52200-392-000	430.00

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 187594:							430.00
187595							
05/24/2019	187595	DIRT MONKEY EXCAVATI	BeaverExhibi	05/21/2019	ZOO-BEAVER EXHIBIT GRADIN	100-52-55410-280-000	680.00
Total 187595:							680.00
187596							
05/24/2019	187596	EZ Office Products	445382-1	04/16/2019	LIB- COPY PAPER GET LOUD C	851-51-55110-340-000	129.96
Total 187596:							129.96
187597							
05/24/2019	187597	FAULKS BROTHERS CON	316710	05/08/2019	PK - INFIELD MIX - MRT LEGION	870-52-55200-300-000	613.40
Total 187597:							613.40
187598							
05/24/2019	187598	FIRST SUPPLY LLC MADI	11667203	05/08/2019	FD - REPAIR GAS LINE IN BASE	100-21-51610-350-000	100.47
Total 187598:							100.47
187599							
05/24/2019	187599	GEICK, EDWARD	APRIL2019	05/23/2019	ADMIN-APR 2019 MILEAGE REI	100-14-51400-330-000	48.84
Total 187599:							48.84
187600							
05/24/2019	187600	GOOD, CALE	04082019	04/08/2019	ADMIN-CELL PHONE REIMB-OV	100-11-51640-220-000	589.55
Total 187600:							589.55
187601							
05/24/2019	187601	HARDER CORP	M174585	05/13/2019	CC-JANITORIAL SUPPLIES	100-52-55130-340-000	252.99
Total 187601:							252.99
187602							
05/24/2019	187602	HARTJE TIRE & SERVICE	40-63903	05/14/2019	PW-TIRE DISPOSAL	100-31-53635-341-000	15.00
05/24/2019	187602	HARTJE TIRE & SERVICE	40-63905	05/14/2019	PW-#3 TIRE REPAIR	100-31-53240-341-000	25.00
05/24/2019	187602	HARTJE TIRE & SERVICE	40-63935	05/14/2019	PW-#25 TIRE REPAIR	100-31-53240-341-000	816.50
Total 187602:							856.50
187603							
05/24/2019	187603	HOHLS FARM SUPPLY IN	67407	04/30/2019	ZOO-ANIMAL FEED	100-52-55410-342-000	120.60
05/24/2019	187603	HOHLS FARM SUPPLY IN	67407	04/30/2019	ZOO-SHAVINGS	100-52-55410-340-000	40.80
05/24/2019	187603	HOHLS FARM SUPPLY IN	67407	04/30/2019	ZOO-GRASS SEED	100-52-55410-350-000	49.26
05/24/2019	187603	HOHLS FARM SUPPLY IN	68305	05/13/2019	ZOO-FERTILIZER	100-52-55410-340-000	75.60
Total 187603:							286.26
187604							
05/24/2019	187604	HOLIDAY WHOLESALE	8990381	05/10/2019	ZOO-CONCESSIONS	100-52-55410-390-000	531.31

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 187604:							531.31
187605							
05/24/2019	187605	HUB CHEMICAL CO. INC.	4804	05/01/2019	ZOO-DISINFECTANT	100-52-55410-340-000	160.00
Total 187605:							160.00
187606							
05/24/2019	187606	INSIGHT FS	50006528	03/19/2019	PK-ATHLETIC FIELD MARKING	100-52-55200-280-000	45.50
05/24/2019	187606	INSIGHT FS	50006528	03/19/2019	PK-LATE FEE	100-52-55200-280-000	.68
Total 187606:							46.18
187607							
05/24/2019	187607	JEFFERSON FIRE & SAF	105223	05/13/2019	FD - ANNUAL FLOW TESTS ON	100-21-52200-250-000	1,545.00
05/24/2019	187607	JEFFERSON FIRE & SAF	105277	04/30/2019	FD - ASST. CHIEF BADGE	100-21-52200-346-000	71.95
Total 187607:							1,616.95
187608							
05/24/2019	187608	KIESLER POLICE SUPPL	IN109799	05/16/2019	PD-GLOCK 22	100-20-52110-392-480	429.00
Total 187608:							429.00
187609							
05/24/2019	187609	KRUSCHEL ELECTRONIC	10004176	03/06/2019	FD-POWER ADAPTER FOR DO	100-21-51610-350-000	24.99
Total 187609:							24.99
187610							
05/24/2019	187610	LEE RECREATION LLC	11994-19	05/05/2019	PK-PLAYGROUND REPAIR PAR	100-52-55200-280-000	284.00
Total 187610:							284.00
187611							
05/24/2019	187611	LIBERTY WORLD CLASS	03190086	05/02/2019	PW-(2) 10'X15' US POLYESTER	100-31-53270-340-000	498.00
Total 187611:							498.00
187612							
05/24/2019	187612	Lueptow, Thomas	05202019	05/20/2019	TRE-TICKET REFUND 01001910	100-00-21100-000	10.00
Total 187612:							10.00
187613							
05/24/2019	187613	MADISON SPRING CO IN	118319	05/07/2019	PW-2-5/16 BALL/PINTLE (TRKS	100-31-53240-350-000	264.52
05/24/2019	187613	MADISON SPRING CO IN	118366	05/09/2019	PW-#1, #2, #4, #7 2-1/2" SOLID P	100-31-53240-350-000	592.00
05/24/2019	187613	MADISON SPRING CO IN	118422	05/14/2019	PW-TRK NOS. 1, 2, 4 PULL PIN	100-31-53240-350-000	17.70
Total 187613:							874.22
187614							
05/24/2019	187614	MAILBOXES PACK N SHI	59413	05/22/2019	FD - SHIP FLASHLIGHTS FOR W	100-21-52200-343-000	19.20

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 187614:							19.20
187615							
05/24/2019	187615	MCFARLANES INC	RP48536	04/30/2019	AIR-FERRIS REPAIR	630-35-53510-250-000	2,983.96
Total 187615:							2,983.96
187616							
05/24/2019	187616	MINUTEMAN PRESS-BAR	40118	02/13/2019	REC-SPRING RECREATION FLY	100-53-55300-210-000	202.99
05/24/2019	187616	MINUTEMAN PRESS-BAR	40688	05/08/2019	PD- LETTERHEAD & ENVELOPE	100-20-52130-310-000	302.76
05/24/2019	187616	MINUTEMAN PRESS-BAR	40766	05/17/2019	PW-RECYCLING ONLY LABELS	100-31-53635-350-000	130.78
Total 187616:							636.53
187617							
05/24/2019	187617	MSA PROFESSIONAL SE	300000-5	05/09/2019	LIB- ARCHITECTURAL SERVICE	851-51-55110-215-000	61,250.00
05/24/2019	187617	MSA PROFESSIONAL SE	351150-2	05/17/2019	ENG-3/31-5/4 WASHINGTON/LA	430-30-57330-821-000	30,639.16
05/24/2019	187617	MSA PROFESSIONAL SE	351200-1	04/09/2019	ENG-5TH & OAK STOP SIGN	100-30-53100-215-000	342.50
Total 187617:							92,231.66
187618							
05/24/2019	187618	MUELLER COMMUNICATI	558-2019-05	05/16/2019	CITY-MAR-APR 2019-MONITOR	100-14-51400-215-000	241.50
Total 187618:							241.50
187619							
05/24/2019	187619	NAPA AUTO PARTS	350266	05/16/2019	PW-#34 FILTERS & HOSE FITTI	100-31-53240-350-000	163.75
05/24/2019	187619	NAPA AUTO PARTS	350379	05/17/2019	PW-PRI WIRE	100-31-53240-350-000	21.60
05/24/2019	187619	NAPA AUTO PARTS	350431	05/17/2019	PW-#12 FITTING	100-31-53240-350-000	20.26
05/24/2019	187619	NAPA AUTO PARTS	350535	05/20/2019	PW-#7 OIL FILTER; 3W30 OIL	100-31-53240-350-000	41.36
Total 187619:							246.97
187620							
05/24/2019	187620	NATIONAL ALLIANCE FO	58937	05/10/2019	REC-START SMART T-BALL MAT	830-53-55300-340-000	500.00
05/24/2019	187620	NATIONAL ALLIANCE FO	58937	05/10/2019	REC-START SMART T-BALL MAT	100-53-55300-340-010	54.47
Total 187620:							554.47
187621							
05/24/2019	187621	OFFICE DEPOT INC	3088407360	04/30/2019	ADMIN-TONER	100-14-51400-310-000	64.06
05/24/2019	187621	OFFICE DEPOT INC	3088407360	04/30/2019	ENG-TONER	100-30-53100-310-000	64.06
05/24/2019	187621	OFFICE DEPOT INC	3088407360	04/30/2019	CLK-PAPER	100-11-51500-340-000	65.98
05/24/2019	187621	OFFICE DEPOT INC	3088409970	04/30/2019	ADMIN-TONER	100-14-51400-310-000	105.69
05/24/2019	187621	OFFICE DEPOT INC	3100256630	05/02/2019	FD-COPY PAPER	100-21-52200-310-000	65.98
05/24/2019	187621	OFFICE DEPOT INC	3122395680	05/07/2019	ENG-PHONE REST	100-30-53100-310-000	7.91
05/24/2019	187621	OFFICE DEPOT INC	3122402160	05/07/2019	ADMIN-CERT HLD, SUPPLIES	100-14-51400-310-000	21.40
05/24/2019	187621	OFFICE DEPOT INC	3122402160	05/07/2019	ATTY-SUPPLIES	100-13-51300-310-000	19.77
05/24/2019	187621	OFFICE DEPOT INC	3122402170	05/07/2019	ADMIN-NOTES	100-14-51400-310-000	.76
05/24/2019	187621	OFFICE DEPOT INC	3122402170	05/07/2019	ENG-NOTES	100-30-53100-310-000	.76
05/24/2019	187621	OFFICE DEPOT INC	3122402170	05/07/2019	ATTY-NOTES	100-13-51300-310-000	.76
05/24/2019	187621	OFFICE DEPOT INC	3122402170	05/07/2019	MAYOR-NOTES	100-10-51410-310-000	.78

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Total 187621:							417.91
187622							
05/24/2019	187622	Omnigo Software	I-OS001725	05/09/2019	PD- DATABASE ARCHIVE	100-20-52130-250-000	299.00
Total 187622:							299.00
187623							
05/24/2019	187623	ONLINE LABELS	5277694	05/01/2019	LIB- GET LOUD CAMPAIGN STI	851-51-55110-340-000	205.32
Total 187623:							205.32
187624							
05/24/2019	187624	PATTERSON, LAUREN	9931	05/20/2019	POOL-LESSON CANCELLATION	100-53-46750-220	130.00
Total 187624:							130.00
187625							
05/24/2019	187625	PETERSON AUTO PARTS	324004	05/08/2019	PW-SHOP OIL FILTER RECYCLI	100-31-53240-350-000	64.29
05/24/2019	187625	PETERSON AUTO PARTS	324142	05/09/2019	PW-CYCLO BREAKAWAY SPRA	100-31-53240-350-000	83.88
Total 187625:							148.17
187626							
05/24/2019	187626	POINTON HEATING & AIR	0007884500	05/06/2019	PW-WRAP PIPES, SLEEVED PIP	100-31-51630-260-000	475.35
05/24/2019	187626	POINTON HEATING & AIR	0007913000	05/06/2019	PW-WRAP PIPES PER ALLIANT	100-31-53270-260-000	252.23
05/24/2019	187626	POINTON HEATING & AIR	0007966600	05/09/2019	FD - FURNACE REPAIRS	100-21-51610-260-000	524.45
Total 187626:							1,252.03
187627							
05/24/2019	187627	PSYCHOLOGY CENTER	VOLBRI	04/30/2019	PD- FFD TESTING VOLTZ	100-20-52110-215-000	1,525.00
Total 187627:							1,525.00
187628							
05/24/2019	187628	QUILL CORPORATION	7163786	05/07/2019	CC-OFFICE SUPPLIES	100-52-55130-310-000	79.63
05/24/2019	187628	QUILL CORPORATION	7270028	05/10/2019	REC-LAMINATOR REFILL	100-53-55300-310-000	74.99
05/24/2019	187628	QUILL CORPORATION	7303787	05/13/2019	CC-HAND SOAP	100-52-55130-340-000	176.97
Total 187628:							331.59
187629							
05/24/2019	187629	REEDSBURG UTILITY CO	26578-05201	05/20/2019	CITY-JUNE 2019 INTERNET	100-10-51450-250-000	289.95
Total 187629:							289.95
187630							
05/24/2019	187630	RHYME BUSINESS PROD	AR301266	05/08/2019	CC-COPIER MAINTENANCE	100-52-55130-250-000	64.40
Total 187630:							64.40
187631							
05/24/2019	187631	SCHELL, KEVIN	2019	05/22/2019	FD-K SCHELL RETIREMENT #2	900-21-52200-300-000	7,000.00

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Total 187631:							7,000.00
187632							
05/24/2019	187632	SSM HEALTHCARE OF W	1219091009	05/05/2019	PD- RINGELSTETTER FFD EXA	100-20-52110-215-000	180.00
Total 187632:							180.00
187633							
05/24/2019	187633	STEFFES, LACEY	173793	05/06/2019	LIB- GET LOUD CAMPAIGN BAN	851-51-55110-340-000	185.80
Total 187633:							185.80
187634							
05/24/2019	187634	SUPERIOR CRANE COMP	127085	05/10/2019	PW - CSC CRANE INSPECTION	100-31-53270-260-000	650.00
Total 187634:							650.00
187635							
05/24/2019	187635	SUPREME AWARDS	047804	04/08/2019	PD- SERVICE AWARDS FROM D	100-20-52110-390-400	75.60
Total 187635:							75.60
187636							
05/24/2019	187636	TERRYTOWN PLUMBING	147380	05/10/2019	PK-PLUMBING SUPPLIES	100-52-55200-350-000	150.26
05/24/2019	187636	TERRYTOWN PLUMBING	147418	05/10/2019	PW-SLOAN REPAIR KIT	100-31-53270-350-000	8.96
Total 187636:							159.22
187637							
05/24/2019	187637	TYLER TECHNOLOGIES I	060-10234	05/07/2019	2019 ASSESSMENT SERVICES	100-11-51530-215-000	2,180.00
Total 187637:							2,180.00
187638							
05/24/2019	187638	UNITED COOPERATIVE	8954	05/14/2019	PW-194.9 GALLONS HEATING O	100-31-53270-348-000	581.78
Total 187638:							581.78
187639							
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	MAYOR-APR 2019 CELL PHONE	100-10-51410-220-000	42.50
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	ADMIN-APR 2019 CELL PHONE	100-14-51400-220-000	38.50
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	CLK-APR 2019 CELL PHONE	100-11-51640-220-000	26.50
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	WATER-APR 2019 WADE CELL	100-00-15640-000	39.00
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	CDA-APR 2019 CELL PHONE	100-00-15980-000	37.88
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	FD-APR 2019 CELL PHONE	100-21-52200-220-000	157.52
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	FD-APR 2019 DOOR BELL	100-21-51610-220-000	41.47
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	ENG-APR 2019 CELL PHONE	100-30-53100-220-000	38.50
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	PD-APR 2019 CELL PHONE	100-20-52110-220-000	235.09
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	CC-APR 2019 CELL PHONE	100-52-55130-220-000	2.26
05/24/2019	187639	US CELLULAR	0309063731	05/08/2019	ZOO-APR 2019 CELL PHONE	100-52-55410-220-000	1.46
Total 187639:							660.68
187640							
05/24/2019	187640	VERMEER-WISCONSIN I	40014045	04/12/2019	ROW-STUMP GRINDER	100-52-53370-530-000	5,489.36

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Total 187640:							5,489.36
187641							
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	ENG-APRIL FUEL 2019	100-30-53100-348-000	33.49
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	FD-APRIL FUEL 2019	100-21-52200-348-000	536.27
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PD-APRIL FUEL 2019	100-20-52110-348-000	3,244.68
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PD-AC APRIL FUEL 2019	100-20-54110-348-000	49.58
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-18350	05/08/2019	PK-APRIL FUEL 2019	100-52-55200-348-000	711.18
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PW-APRIL 2019 MACHINERY &	100-31-53240-348-000	1,259.02
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PW-APRIL 2019 STREET MAINT.	100-31-53300-348-000	1,478.13
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PW-APRIL 2019 TREES & BRUS	100-31-53370-348-000	536.27
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PW-APRIL 2019 GARBAGE FUE	100-31-53620-348-000	1,277.26
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PW-APRIL 2019 RECYCLING	100-31-53635-348-000	978.57
05/24/2019	187641	VOYAGER FLEET SYSTE	86925-1835-	05/08/2019	PW-APRIL 2019 STORMWTER	950-36-81000-348-000	1,236.99
Total 187641:							11,341.44
187642							
05/24/2019	187642	WALDSCHMIDT AND SON	53557	05/16/2019	ZOO-ANIMAL FEED	100-52-55410-342-000	94.09
Total 187642:							94.09
187643							
05/24/2019	187643	WEYH, DAVID	808409	05/09/2019	PW-SEW NEW FLAG	100-31-53270-340-000	35.00
Total 187643:							35.00
187644							
05/24/2019	187644	WEYHS WINDOW WASHI	52019	05/20/2019	CITY-WINDOW WASHING BUILD	100-11-51640-260-000	1,296.00
Total 187644:							1,296.00
187645							
05/24/2019	187645	WIEDENBECK INC.	902348	05/07/2019	PW-POLY/ALUM SCOOP; RATC	100-31-53230-340-000	304.28
Total 187645:							304.28
187646							
05/24/2019	187646	WILS	490369	04/29/2019	LIB- STRATEGIC PLANNING FIN	851-51-55110-215-000	7,025.00
Total 187646:							7,025.00
187647							
05/24/2019	187647	WIS DEPT OF COMMERC	501103	04/23/2019	LIBEAST- ELEVATOR REGISTRA	851-51-55110-260-000	50.00
Total 187647:							50.00
7001971							
05/24/2019	7001971	ADVANCED DISPOSAL	A200000461	04/30/2019	LIBEAST- MAR/APR TRASH	851-51-55110-260-000	209.75
Total 7001971:							209.75
7001972							
05/24/2019	7001972	BAKER TILLY VIRCHOW	BT1412630	04/29/2019	AIR-DEC 2018 FIN STMT AUDIT	630-35-53510-215-000	2,670.00

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Total 7001972:							2,670.00
7001973							
05/24/2019	7001973	CAPITAL NEWSPAPERS	1635208	05/10/2019	COUNCIL-MINUTES 4-9-19	100-10-51100-210-000	50.30
05/24/2019	7001973	CAPITAL NEWSPAPERS	1635301	05/10/2019	CLK-BEER LICENSE NOTICES	100-11-51420-210-000	34.00
05/24/2019	7001973	CAPITAL NEWSPAPERS	1636187	05/14/2019	CITY-CDBG-FLOOD PLAIN MGT	100-14-56300-210-000	42.76
05/24/2019	7001973	CAPITAL NEWSPAPERS	1637016	05/17/2019	ENG-LAKE STREET, WASHINGT	100-30-53100-210-000	105.00
Total 7001973:							232.06
7001974							
05/24/2019	7001974	CROELL REDI-MIX INC	343244	05/13/2019	PW-4000 PSI WATER STREET	100-31-53300-410-000	119.00
05/24/2019	7001974	CROELL REDI-MIX INC	343741	05/14/2019	PW-4000 PSI-NARAGANSETT	100-31-53300-410-000	535.50
Total 7001974:							654.50
7001975							
05/24/2019	7001975	GORDON FLESCH	IN12606241	05/15/2019	FD - COPIER SERVICES	100-21-52200-310-000	88.98
05/24/2019	7001975	GORDON FLESCH	PR10002744	05/06/2019	CLK-PDF PRO SUPPORT RENE	100-10-51450-250-000	599.00
Total 7001975:							687.98
7001976							
05/24/2019	7001976	HILLS WIRING INC	73790	05/17/2019	ZOO-FREEZER HOOKUP	100-52-55410-260-000	84.00
Total 7001976:							84.00
7001977							
05/24/2019	7001977	ISTATE TRUCK CENTER	C271003395:	05/07/2019	PW-BATTERY CORE	100-31-53240-350-000	62.10
05/24/2019	7001977	ISTATE TRUCK CENTER	C271008842:	05/13/2019	PW-#27 & #28 55 GAL DRUM DE	100-31-53240-348-000	135.00
05/24/2019	7001977	ISTATE TRUCK CENTER	C271008842:	05/14/2019	PW-655 GAL DRUM DEF	100-31-53240-348-000	30.20
Total 7001977:							103.10
7001978							
05/24/2019	7001978	LARK UNIFORM INC.	287532	04/29/2019	PD- SHIMON PANTS	100-20-52120-346-000	83.99
05/24/2019	7001978	LARK UNIFORM INC.	287560	04/30/2019	PD- BONHAM BELT KEEPERS	100-20-52120-346-000	14.50
Total 7001978:							98.49
7001979							
05/24/2019	7001979	LAWSON PRODUCTS INC	9306700201	05/07/2019	PW - SIGNS	100-31-53300-364-000	500.81
05/24/2019	7001979	LAWSON PRODUCTS INC	9306701992	05/07/2019	PW - MACHINERY AND EQUIP.	100-31-53240-350-000	622.27
Total 7001979:							1,123.08
7001980							
05/24/2019	7001980	MENARDS - BARABOO	10377-31900	05/14/2019	PK-DOG PARK DONATION BOX	100-52-55200-340-000	10.97
05/24/2019	7001980	MENARDS - BARABOO	10420-31900	05/14/2019	FD - HARDWARE FOR SHELVES	100-21-51610-350-000	42.64
05/24/2019	7001980	MENARDS - BARABOO	10420-31900	05/14/2019	FD - AAA BATTERIES	100-21-52200-340-000	12.95
05/24/2019	7001980	MENARDS - BARABOO	10420-31900	05/14/2019	FD - SMOKE ALARMS FOR CITI	100-21-52200-340-400	169.80
05/24/2019	7001980	MENARDS - BARABOO	10715-31900	05/17/2019	FD - FILTERS, HARDWARE, BLE	100-21-51610-350-000	83.58
05/24/2019	7001980	MENARDS - BARABOO	7353-319002	04/10/2019	LIB-EAST-ICE SALT	851-51-55110-260-000	5.69
05/24/2019	7001980	MENARDS - BARABOO	9133-319002	04/30/2019	CITY- HOOKS	100-11-51640-350-000	5.10
05/24/2019	7001980	MENARDS - BARABOO	9191-319005	05/01/2019	PW-ELECTRICAL SUPPLIESK 2	100-31-51630-350-000	25.97

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05/24/2019	7001980	MENARDS - BARABOO	9191-319005	05/01/2019	PW-DISTILLED WATER GALLON	100-31-53270-340-000	2.24
05/24/2019	7001980	MENARDS - BARABOO	9685-319002	05/06/2019	PK-SHELTER REPAIRS	100-52-55200-350-000	115.13
05/24/2019	7001980	MENARDS - BARABOO	9793-319002	05/07/2019	CC-FOLDING CHAIRS W/REBAT	100-52-55130-340-000	35.22
05/24/2019	7001980	MENARDS - BARABOO	9850-319002	05/08/2019	PK-TRUCK TOOLBOX & TOOLS	100-52-55200-340-000	139.74
05/24/2019	7001980	MENARDS - BARABOO	9939-319005	05/09/2019	PW-STUD FOR CONCRETE FO	100-31-53230-340-000	99.72
05/24/2019	7001980	MENARDS - BARABOO	9952-319002	05/09/2019	CC-DETERGENT	100-52-55130-340-000	4.98
05/24/2019	7001980	MENARDS - BARABOO	9952-319002	05/09/2019	CC-DRYWALL BAGS	100-52-55130-350-000	25.78
Total 7001980:							779.51
7001981							
05/24/2019	7001981	MILESTONE MATERIALS	3500083399	07/16/2018	PW-CREDIT TOPSOIL SCREEN	100-52-53370-377-000	27.20-
05/24/2019	7001981	MILESTONE MATERIALS	3500109710	05/10/2019	ROW-STUMP HOLES	100-52-53370-377-000	403.39
05/24/2019	7001981	MILESTONE MATERIALS	3500109711	05/10/2019	ROW-STUMP HOLES	100-52-53370-377-000	265.00
Total 7001981:							641.19
7001982							
05/24/2019	7001982	PER MAR SECURITY SER	2055861	05/08/2019	FD - FIRE ALARM SERVICES	100-21-51610-260-000	534.12
Total 7001982:							534.12
Grand Totals:							217,551.74

FINANCE COMMITTEE APPROVAL:

 (Chairman)

 (Date)

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
16144						
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-MANCHESTER SLUDGE	960-36-82710-222-000	22.02
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-8TH GRINDER PUMP	960-36-83200-222-000	17.86
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-WEST GARAGE	960-36-82100-222-000	3.51
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-MANCHESTER CONTROL	960-36-82100-222-000	6,251.58
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-MANCHESTER CONTROL	960-36-82710-222-000	396.44
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-POTTER ST LIFTSTATION	960-36-83200-222-000	29.79
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-HEADWORKS BLDG	960-36-82200-222-000	15.00
05/15/2019	ALLIANT ENERGY	S608212MA	05/09/2019	SEWER-ST RD 33 LIFTSTATION	960-36-83200-222-000	66.01
05/15/2019	ALLIANT ENERGY	W082330MA	05/09/2019	WATER-WELL NO. 6-SAUK AVE	970-37-62300-222-000	2,732.85
05/15/2019	ALLIANT ENERGY	W082330MA	05/09/2019	WATER-WELL NO. 6-SAUK AVE	970-37-66500-223-000	35.02
05/15/2019	ALLIANT ENERGY	W163810MA	05/09/2019	WATER-EAST ST TOWER	970-37-66500-222-000	39.27
05/15/2019	ALLIANT ENERGY	W233450MA	05/09/2019	WA-BARNHART TOWER@COMM PKY	970-37-66500-222-000	28.45
05/15/2019	ALLIANT ENERGY	W379642MA	05/09/2019	WATER-WELL NO. 7-801 GALL RD	970-37-62300-222-000	2,568.33
05/15/2019	ALLIANT ENERGY	W379642MA	05/09/2019	WATER-WELL NO. 7-801 GALL RD	970-37-66500-223-000	23.32
05/15/2019	ALLIANT ENERGY	W406031MA	05/09/2019	WATER-WELL NO. 4-7TH ST	970-37-62300-222-000	1,844.41
05/15/2019	ALLIANT ENERGY	W406031MA	05/09/2019	WATER-WELL NO. 4-7TH ST	970-37-66500-223-000	31.11
05/15/2019	ALLIANT ENERGY	W430251MA	05/09/2019	WATER-WELL NO. 8-721 2ND AVE	970-37-62300-222-000	2,113.40
05/15/2019	ALLIANT ENERGY	W430251MA	05/09/2019	WATER-WELL NO. 8-721 2ND AVE	970-37-66500-223-000	21.16
05/15/2019	ALLIANT ENERGY	W647465MA	05/09/2019	WATER-MOORE ST TOWER	970-37-66500-222-000	49.26
05/15/2019	ALLIANT ENERGY	W681563MA	05/09/2019	WATER-MINE RD TOWER	970-37-66500-222-000	79.57
05/15/2019	ALLIANT ENERGY	W694255MA	05/09/2019	WATER-OAK ST HI-LIFT STATION	970-37-62300-222-000	357.78
05/15/2019	ALLIANT ENERGY	W694255MA	05/09/2019	WATER-OAK ST HI-LIFT STATION	970-37-66500-223-000	38.92
05/15/2019	ALLIANT ENERGY	W799954MA	05/09/2019	WATER-BIRCH ST TOWER-RADIO BLD	970-37-66500-222-000	104.36
05/15/2019	ALLIANT ENERGY	W921475MA	05/09/2019	WATER-COMM AVE BOOSTER STATI	970-37-62300-222-000	282.23
05/15/2019	ALLIANT ENERGY	W921475MA	05/09/2019	WATER-COMM AVE BOOSTER STATI	970-37-66500-223-000	33.34
05/15/2019	ALLIANT ENERGY	W978710MA	05/09/2019	WATER-WELL NO. 2-722 HILL ST	970-37-62300-222-000	676.69
Total 16144:						17,861.68
16145						
05/15/2019	BAKER TILLY VIRCHOW KRAUS	U-BT142146	05/02/2019	UTIL-2018 AUDIT-CLIENT 2928	960-36-85200-215-000	2,160.00
05/15/2019	BAKER TILLY VIRCHOW KRAUS	U-BT142146	05/02/2019	UTIL-2018 AUDIT-CLIENT 2928	950-36-85200-215-000	1,665.00
05/15/2019	BAKER TILLY VIRCHOW KRAUS	U-BT142146	05/02/2019	UTIL-2018 AUDIT-CLIENT 2928	970-37-92300-215-000	1,876.00
Total 16145:						5,701.00
16146						
05/15/2019	CENTURYLINK	U146752528	04/30/2019	UTIL-LONG DISTANCE #85185428	960-36-85100-220-000	13.35
05/15/2019	CENTURYLINK	U146752528	04/30/2019	UTIL-LONG DISTANCE #85185428	970-37-66500-220-000	.30
05/15/2019	CENTURYLINK	U146752528	04/30/2019	UTIL-LONG DISTANCE #85185428	970-37-92100-220-000	.30
Total 16146:						13.95
16147						
05/15/2019	CORE & MAIN LP	W-K472473	04/29/2019	WA-MAIN VALVE NUT REPLACEMENT	970-37-67300-236-000	1,350.00
Total 16147:						1,350.00
16148						
05/15/2019	CORE BTS INC	S-INVDRP18	04/29/2019	SE-SMARTNET RENEWAL-CUST 1028	960-36-85100-250-000	91.26
Total 16148:						91.26
16149						
05/15/2019	HACH COMPANY	W11452730	05/03/2019	WA-FLUORIDE REAGENT-ACCT 64257	970-37-64300-340-000	337.09

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 16149:						337.09
16150						
05/15/2019	HUB CHEMICAL CO. INC.	S4788	04/29/2019	SE-MAIN/RIVER XING DEGREASER	960-36-83100-340-000	1,125.00
Total 16150:						1,125.00
16151						
05/15/2019	KRUSCHEL ELECTRONICS LLC	U10004734	04/30/2019	UTIL-CAMERA SD CARD #22-E002	960-36-85100-310-000	10.00
05/15/2019	KRUSCHEL ELECTRONICS LLC	U10004734	04/30/2019	UTIL-CAMERA SD CARD #22-E002	970-37-92100-310-000	9.99
05/15/2019	KRUSCHEL ELECTRONICS LLC	U10004766	05/02/2019	UTIL-CAMERA CABLE #22-E002	960-36-85100-310-000	6.49
05/15/2019	KRUSCHEL ELECTRONICS LLC	U10004766	05/02/2019	UTIL-CAMERA CABLE #22-E002	970-37-92100-310-000	6.50
Total 16151:						32.98
16152						
05/15/2019	MARTELLE WATER TREATMEN	W18293	05/06/2019	WA-AQUAMAG/CHLORINE/FLUORIDE	970-37-64100-345-000	1,942.16
Total 16152:						1,942.16
16153						
05/15/2019	MENARDS - BARABOO	S9128	04/30/2019	SE-LAB BATTERIES-ACCT 31900288	960-36-82700-340-000	6.54
05/15/2019	MENARDS - BARABOO	S9128	04/30/2019	SE-GLOVES/HYDRAULIC CEMENT	960-36-83100-236-000	69.18
05/15/2019	MENARDS - BARABOO	W10009	05/10/2019	WA-WASHER GUN/CONNECTORS: MI	970-37-93200-250-000	62.96
05/15/2019	MENARDS - BARABOO	W9106	04/30/2019	WA-TAPE/SILICONE/UNIV JOINTS	970-37-66500-340-000	41.98
05/15/2019	MENARDS - BARABOO	W9390	05/03/2019	WA-HAMMER/BRUSHES/TOWELS	970-37-66500-340-000	40.33
05/15/2019	MENARDS - BARABOO	W9399	05/03/2019	WA-BALL MOUNT KIT: MOWER TRAIL	970-37-93200-250-000	22.99
05/15/2019	MENARDS - BARABOO	W9634	05/08/2019	WATER-SHOVELS-ACCT 31900285	970-37-66500-340-000	29.98
05/15/2019	MENARDS - BARABOO	W9634	05/08/2019	WATER-LAB DISTILLED WATER	970-37-64300-340-000	3.16
05/15/2019	MENARDS - BARABOO	W9690	05/06/2019	WATER-BLUE MARKING PAINT	970-37-66500-340-000	50.64
Total 16153:						327.76
16154						
05/15/2019	OFFICE DEPOT INC	U306824094	04/24/2019	UTIL-ERASERS-ACCT 32720807	950-36-84000-310-000	1.89
05/15/2019	OFFICE DEPOT INC	U306824094	04/24/2019	UTIL-ERASERS-ACCT 32720807	960-36-85100-310-000	1.90
05/15/2019	OFFICE DEPOT INC	U306824094	04/24/2019	UTIL-ERASERS-ACCT 32720807	970-37-92100-310-000	1.90
05/15/2019	OFFICE DEPOT INC	U306824420	04/25/2019	UTIL-DIGITAL CAMERA	960-36-85100-310-000	90.71
05/15/2019	OFFICE DEPOT INC	U306824420	04/25/2019	UTIL-DIGITAL CAMERA	970-37-92100-310-000	90.72
Total 16154:						187.12
16155						
05/15/2019	OMNI MATERIALS INC	S339936	04/14/2019	SEWER-KILNDUST-CUST BAR	960-36-82710-345-000	1,535.39
05/15/2019	OMNI MATERIALS INC	S340017	04/21/2019	SEWER-KILNDUST-CUST BAR	960-36-82710-345-000	1,413.00
Total 16155:						2,948.39
16156						
05/15/2019	POINTON HEATING & AIR	W79131	05/06/2019	WA-WRAP PIPES: OAK ST HILIFT	970-37-67800-260-000	137.20
Total 16156:						137.20
16157						
05/15/2019	USA BLUEBOOK	W882682	04/30/2019	WA-SWITCH: SUMP PUMP@MINE RD	970-37-67200-239-000	90.29

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
05/15/2019	USA BLUEBOOK	W882682	04/30/2019	WA-LIFTING SLING/MARKERS: MAINS	970-37-67300-340-000	83.16
05/15/2019	USA BLUEBOOK	W884207	05/01/2019	WA-FLUORIDE REAGENT-CUST 83752	970-37-64300-340-000	63.19
05/15/2019	USA BLUEBOOK	W887628	05/06/2019	WA-HACH FLUORIDE REAGENT	970-37-64300-340-000	138.25
Total 16157:						374.89
16158						
05/15/2019	VERONA SAFETY SUPPLY INC	U9990	05/01/2019	UTIL-UNIFORMS/GLOVES #C103660	960-36-85600-390-000	291.56
05/15/2019	VERONA SAFETY SUPPLY INC	U9990	05/01/2019	UTIL-UNIFORMS/GLOVES #C103660	970-37-90200-346-000	365.97
Total 16158:						657.53
16159						
05/15/2019	VOYAGER FLEET SYSTEMS IN	S869251835	05/08/2019	SEWER-FUEL: JET VAC	950-36-83100-348-000	426.92
05/15/2019	VOYAGER FLEET SYSTEMS IN	S869251835	05/08/2019	SEWER-FUEL: JET VAC	960-36-83100-348-000	426.93
05/15/2019	VOYAGER FLEET SYSTEMS IN	S869251835	05/08/2019	SEWER-FUEL: PICKUP	960-36-82800-348-000	79.24
05/15/2019	VOYAGER FLEET SYSTEMS IN	S869251835	05/08/2019	SEWER-FUEL: LOADER	960-36-82810-348-000	137.38
05/15/2019	VOYAGER FLEET SYSTEMS IN	S869251835	05/08/2019	SEWER-FUEL: MOWER	960-36-82700-390-000	13.58
05/15/2019	VOYAGER FLEET SYSTEMS IN	W869251835	05/08/2019	WATER-FUEL: TRUCKS	970-37-66200-348-000	858.44
05/15/2019	VOYAGER FLEET SYSTEMS IN	W869251835	05/08/2019	WATER-FUEL: MOWER	970-37-63100-260-000	13.94
05/15/2019	VOYAGER FLEET SYSTEMS IN	W869251835	05/08/2019	WATER-FUEL: MOWER	970-37-66100-348-000	13.95
05/15/2019	VOYAGER FLEET SYSTEMS IN	W869251835	05/08/2019	WATER-FUEL: MINI VACTOR	970-37-67300-348-000	22.45
Total 16159:						1,992.83
16160						
05/15/2019	WI STATE LABORATORY OF HY	W591148	04/30/2019	WA-FLUORIDE TEST-APR 2019	970-37-64200-217-000	26.00
Total 16160:						26.00
16161						
05/15/2019	WISCONSIN RURAL WATER AS	W-6132019	05/15/2019	WA-XCONNECT SURVEY-BEN BROW	970-37-66400-320-000	750.00
05/15/2019	WISCONSIN RURAL WATER AS	W-6132019	05/15/2019	WA-XCONNECT SURVEY-BRYAN SCH	970-37-92600-320-000	400.00
Total 16161:						1,150.00
Grand Totals:						36,256.84

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

The City of Baraboo, Wisconsin

Background: Bids were received on May 23rd, 2019 for this year's scheduled Street Improvement Projects. The following is a tabulation of the bids:

Proposal A: Lake Street Reconstruction

Gerke Excavating, Inc. \$1,288,713.94

Proposal B: Washington Ave Reconstruction & Elizabeth St Sidewalk

Gerke Excavating, Inc. \$542,444.18

LASAR Construction LLC \$542,972.75

Dean Blum Excavating \$546,157.00

Proposal C: Broadway Mill & Overlay

D.L. Gasser \$173,493.75

The Finance Committee reviewed these bids at their May 28th meeting and unanimously recommended award of these three Projects to the respective low bidders.

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

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

That the low bids of:

Gerke Excavating Inc \$1,288,713.94 – PROPOSAL A – Lake Street Reconstruction
Gerke Excavating Inc \$542,444.18 – PROPOSAL B – Washington Ave Reconstruction
D.L. Gasser \$173,493.75 – PROPOSAL C – Broadway Mill & Overlay

Are hereby accepted and all other bids are rejected.

Offered by: Finance Comm.

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

The City of Baraboo, Wisconsin

Background

In 2007, Alltel petitioned for a cellular tower to be located at the Sauk County Fairgrounds. While at that time, a tower at the location would have been permitted, Mayor Liston actively lobbied Alltel to find an alternate location and promoted the use of the Jackson property (HWY 33 East) as a possibility.

Alltel reexamined their plans and conducted engineering/propagation studies for the site. As a result, Alltel decided to change the location of their tower to the SW corner of the Jackson property.

The Plan Commission reviewed the petition for a conditional use permit and approved the same at their July 15, 2008 meeting. Common Council then adopted Resolution 2008-58, approving the lease for the use of a portion of the property as a cellular tower site. The final (and current) version of the lease allows for an automatic renewal for three 5-year terms, with a lease rate starting at \$850 per month with a 3% increase per year. **The Communications Site lease Agreement was later assigned to American Tower Corporation June 18, 2015. The original agreement expires on 9/18/2027.**

.....
On February 1, 2019, the City received offers to extend or buyout the ground lease agreement from American Tower Corporation (d/b/a Verizon Wireless, and previously owned by Alltel). American Tower Corporation proposed amending the current lease agreement, and provided three options:

- Option 1: Perpetual Easement Option lump sum _Net to City \$260,000
- Option 2: Perpetual Easement Option 120 monthly installment of \$2,700_ Net to City \$324,000
- Option 3: Ground Lease Agreement Extension with bonus \$45,000_ Net to City \$1,254,330

A detailed analysis was performed by the Finance Department. Option 3 was favored over the others as it results in a favorable position for the City.

Note: (<input checked="" type="checkbox"/> one)	<input checked="" type="checkbox"/> Not Required	<input type="checkbox"/> Budgeted Expenditure	<input type="checkbox"/> Not Budgeted
Comments:			

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

WHEREAS, the City of Baraboo currently has a lease agreement with American Tower Corporation (d/b/a Verizon Wireless, and previously owned by Alltel) for a cell phone tower located at the Jackson Property (HWY 33 East) owned by the City of Baraboo, and

WHEREAS, American Tower Corporation has been in compliance with the terms of the lease agreement, and

WHEREAS, American Tower Corporation recently reached out to the City to offer an amendment to the current lease, including the option of agreeing to extend the current lease and provide the City with a bonus of \$45,000 (“Option 3”), and

WHEREAS, the City’s Finance Department, in conjunction with the City Administrator, reviewed the proposed amendments provided by American Tower Corporation and determined that the most advantageous option to the City is to accept Option 3, which will (i) extend the current lease agreement for six (6) additional 5-year terms, effective at the expiration of the ground lease, (ii) retain the current rent/escalation in full force and effect through the extended

terms; and (iii) result in the City receiving a one-time payment of \$45,000 effective after mutual execution of new lease agreement.

NOW, THEREFORE, BE IT RESOLVED, the City execute the revised agreement with American Tower Corporation, and

BE IT FURTHER RESOLVED that the City Administrator and City Clerk are hereby authorized to execute the revised lease agreement on behalf of the City.

Offered by: Finance Committee

Motion:

Second:

Approved: _____

Attest: _____

THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This First Amendment to Communications Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Baraboo, Sauk County**, a Wisconsin municipal corporation ("**Landlord**") and **Wisconsin RSA #8 LP d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated September 18, 2008 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Forty-Five Thousand and No/100 Dollars (\$45,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 1, 2019; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 2008 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2028. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall

automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Baraboo**.
4. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to Two Hundred and No/100 Dollars (\$200.00) per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and a third party (any such party, the "**Additional Collocator**") subsequent to the Effective Date (such amount, the "**Collocation Fee**"). Commencing on the first anniversary of the initial payment of any Collocation Fee, and on each successive annual anniversary thereof, such Collocation Fee shall increase by an amount equal to three percent (3%) of the then current Collocation Fee. The Collocation Fee for each Additional Collocator shall start at the dollar amount specified above and increase as described herein.
 - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant or American Tower of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.
 - c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower installed on the Leased Premises (such tower, the "**Tower**"), all on such terms as Tenant and/or American Tower

deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

- d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
7. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
8. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or

Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

9. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential to the extent allowed by Wisconsin law (§19.31, et. seq., Wis. Stats.). Except with Landlord's attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
10. **Notices.** The Parties acknowledge and agree that Section 17 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Baraboo, 101 South Blvd., Baraboo, WI 53913-2184; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
11. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
12. **Governing Law.** The Parties acknowledge and agree that Section 22(d) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
13. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under

applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages, unless the damages resulted from the gross negligence of the Tenant in which case the Landlord shall be entitled to recovery of said damages.

14. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

15. **Taxes.** The Parties acknowledge and agree that Section 12 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

16. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of

any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 417187
VZW Site No: 195713
Site Name: Baraboo East WI

LANDLORD:

City of Baraboo, Sauk County,
a Wisconsin municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Wisconsin RSA #8 LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Sauk, State of Wisconsin, and being known as
Sauk County APN: 206-1154-87100.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 10,000 square feet, more or less, and described as follows:

A part of the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Thirty-One (31), Township Twelve (12) North, Range Seven (7) East, City of Baraboo, Sauk County, Wisconsin containing 10,000 square feet (0.229 acres) of land and being described as:

Commencing at the West Quarter Corner of said Section 31; thence S89°-20'-40"E 994.54 feet along the East/West Quarter line of said Section 31 to the northwest corner of the NE1/4 of the Fractional SW1/4 of said Section 31, thence S00°-17'-12"W 1047.52 feet along the West line of the NE1/4 of the Fractional SW1/4 of said Section 31; thence S89°-42'-48"E 175.00 feet to the point of beginning; thence continue S89°-42'-48"E 100.00 feet; thence S00°-17'-12"W 100.00 feet; thence N89°-42'-48"W 100.00 feet; thence N00°-17'-12"E 100.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

20 ' WIDE INGRESS/EGRESS EASEMENT:

A part of the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Thirty-One (31), Township Twelve (12) North, Range Seven (7) East, City of Baraboo, Sauk County, Wisconsin containing 35,082 square feet (0.805 acres) of land and being 10 feet each side of and parallel to the follow described line:

Commencing at the West Quarter Corner of said Section 31; thence S89°-20'-40"E 994.54 feet along the East/West Quarter line of said Section 31 to the northwest corner of the NE1/4 of the Fractional SW1/4 of said Section 31, thence S00°-17'-12"W 1047.52 feet along the West line of the NE1/4 of the Fractional SW1/4 of said Section 31; thence S89°-42'-48"E 285.00 feet to the point of beginning; thence S00°-17'-12"W 90.00 feet; thence S89°-42'-48"E 253.28 feet; thence S56°-33'-11"E 149.92 feet; thence N67°-41'-00"E 89.67 feet; thence N01°-52'-15"W 788.00 feet; thence N27°-20'-21"W 74.76 feet; thence N42°-11'-33"W 141.03 feet; thence N00°-39'-10"E 167.45 feet to the South Right of Way line of S.T.H. "33" and the point of termination.

10' WIDE UTILITY EASEMENT:

A part of the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Thirty-One (31), Township Twelve (12) North, Range Seven (7) East, City of Baraboo, Sauk County, Wisconsin containing 12,712 square feet (0.292 acres) of land and being 5 feet each side of and parallel to the follow described line:

Commencing at the West Quarter Corner of said Section 31; thence S89°-20'-40"E 994.54 feet along the East/West Quarter line of said Section 31 to the northwest corner of the NE1/4 of the Fractional SW1/4 of said Section 31, thence S00°-17'-12"W 1047.52 feet along the West line of the NE1/4 of the Fractional SW1/4 of said Section 31; thence S89°-42'-48"E 175.00 feet; thence S00°-17'-12"E 100.00 feet; thence S89°-42'-48"E 95.00 feet to the point of beginning; thence S00°-17'-12"W 5.00 feet; thence N89°-42'-48"W 123.98 feet; thence N42°-36'-15"W 84.19 feet; thence N02°-10'-24"W 265.30 feet; thence N40°-38'-35"W 84.12 feet; thence N00°-44'-38"W 450.43 feet; thence N30°-52'-51"W 17.63 feet; thence N00°-17'-12"E 240.55 feet to the South Right of Way line of S.T.H. "33" and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate at the South Right of Way line of S.T.H. "33".

Parcel ID #: 206-1154-87100

For Owner's title please reference Warranty Deed recorded as Document #803669 in the Sauk County Register of Deeds, State of Wisconsin.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Stephanie L. Poulin, Esq.
ATC Site No: 417187
ATC Site Name: Baraboo East WI
Assessor's Parcel No(s): 206-1154-87100

Prior Recorded Lease Reference:

Date: September 12, 2016
Document No:1136676
State of Wisconsin
County of Sauk

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Baraboo, Sauk County**, a Wisconsin municipal corporation ("**Landlord**") and **Wisconsin RSA #8 LP d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated September 18, 2008 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A.**
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2058. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 417187
VZW Site No: 195713
Site Name: Baraboo East WI

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Baraboo, 101 South Blvd., Baraboo, WI 53913-2184; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Baraboo, Sauk County,
a Wisconsin municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Wisconsin RSA #8 LP d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of Wisconsin

County of Sauk

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Sauk, State of Wisconsin, and being known as
Sauk County APN: 206-1154-87100.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 10,000 square feet, more or less, and described as follows:

A part of the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Thirty-One (31), Township Twelve (12) North, Range Seven (7) East, City of Baraboo, Sauk County, Wisconsin containing 10,000 square feet (0.229 acres) of land and being described as:

Commencing at the West Quarter Corner of said Section 31; thence S89°-20'-40"E 994.54 feet along the East/West Quarter line of said Section 31 to the northwest corner of the NE1/4 of the Fractional SW1/4 of said Section 31, thence S00°-17'-12"W 1047.52 feet along the West line of the NE1/4 of the Fractional SW1/4 of said Section 31; thence S89°-42'-48"E 175.00 feet to the point of beginning; thence continue S89°-42'-48"E 100.00 feet; thence S00°-17'-12"W 100.00 feet; thence N89°-42'-48"W 100.00 feet; thence N00°-17'-12"E 100.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

20' WIDE INGRESS/EGRESS EASEMENT:

A part of the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Thirty-One (31), Township Twelve (12) North, Range Seven (7) East, City of Baraboo, Sauk County, Wisconsin containing 35,082 square feet (0.805 acres) of land and being 10 feet each side of and parallel to the follow described line:

Commencing at the West Quarter Corner of said Section 31; thence S89°-20'-40"E 994.54 feet along the East/West Quarter line of said Section 31 to the northwest corner of the NE1/4 of the Fractional SW1/4 of said Section 31, thence S00°-17'-12"W 1047.52 feet along the West line of the NE1/4 of the Fractional SW1/4 of said Section 31; thence S89°-42'-48"E 285.00 feet to the point of beginning; thence S00°-17'-12"W 90.00 feet; thence S89°-42'-48"E 253.28 feet; thence S56°-33'-11"E 149.92 feet; thence N67°-41'-00"E 89.67 feet; thence N01°-52'-15"W 788.00 feet; thence N27°-20'-21"W 74.76 feet; thence N42°-11'-33"W 141.03 feet; thence N00°-39'-10"E 167.45 feet to the South Right of Way line of S.T.H. "33" and the point of termination.

10' WIDE UTILITY EASEMENT:

A part of the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Thirty-One (31), Township Twelve (12) North, Range Seven (7) East, City of Baraboo, Sauk County, Wisconsin containing 12,712 square feet (0.292 acres) of land and being 5 feet each side of and parallel to the follow described line:

Commencing at the West Quarter Corner of said Section 31; thence S89°-20'-40"E 994.54 feet along the East/West Quarter line of said Section 31 to the northwest corner of the NE1/4 of the Fractional SW1/4 of said Section 31, thence S00°-17'-12"W 1047.52 feet along the West line of the NE1/4 of the Fractional SW1/4 of said Section 31; thence S89°-42'-48"E 175.00 feet; thence S00°-17'-12"E 100.00 feet; thence S89°-42'-48"E 95.00 feet to the point of beginning; thence S00°-17'-12"W 5.00 feet; thence N89°-42'-48"W 123.98 feet; thence N42°-36'-15"W 84.19 feet; thence N02°-10'-24"W 265.30 feet; thence N40°-38'-35"W 84.12 feet; thence N00°-44'-38"W 450.43 feet; thence N30°-52'-51"W 17.63 feet; thence N00°-17'-12"E 240.55 feet to the South Right of Way line of S.T.H. "33" and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate at the South Right of Way line of S.T.H. "33".

Parcel ID #: 206-1154-87100

For Owner's title please reference Warranty Deed recorded as Document #803669 in the Sauk County Register of Deeds, State of Wisconsin.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Stephanie L. Poulin, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 206-1154-87100

CONSENT AFFIDAVIT

City of Baraboo, Sauk County, a Wisconsin municipal corporation,

Be it known that, under the pains and penalties of perjury, the City of Baraboo (the "Landlord"), through its authorized signatories (collectively, the "**Affiants**") hereby declare the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Wisconsin RSA #8 LP d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Communications Site Lease Agreement dated September 18, 2008 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord.
4. The Landlord, as indicated below by the signatures of the City's authorized Affiants, hereby approves of the Transaction Documents and all of the terms and provisions contained therein and declares, resolves and/or affirms, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. Landlord hereby declares and affirms that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

ATC Site No: 417187
VZW Site No: 195713
Site Name: Baraboo East WI

6. The Landlord hereby nominates the City Administrator for the City of Baraboo or his/her designee (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The City Administrator shall have full power and authority to act on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

7. This Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

8. Landlord hereby acknowledges and agrees that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) City Administrator

Percentage Ownership or Voting Interest:

_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

The City of Baraboo, Wisconsin

Background: At the March 26th City Council meeting, the Council authorized the submittal of a grant application to the CDBG CLOSE Public Facilities program in order to reconstruct and make infrastructure improvements on Lake Street.

On May 21st, the City received notice that the State has provisionally awarded the City the requested grant, in an amount up to \$799,527.67. Staff is seeking consent from Council to sign and return the Acceptance and Award and to submit the pre-agreement items as required by the State.

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

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

WHEREAS, Federal monies are available under the Wisconsin Community Development Block Grant (CDBG) program, administered by the State of Wisconsin, Department of Administration, Division of Energy, Housing and Community Resources (DEHCR), for the improvement of public facilities (CDBG-PF); and

WHEREAS, after public meeting and due consideration, the Citizen Participation Committee has recommended that an application be submitted to the State of Wisconsin for the following project:

The Reconstruction of Lake Street from Walnut Street to Springbrook Drive

WHEREAS, the City Council authorized the submittal of the grant application at its March 26, 2019, meeting, and

WHEREAS, the State of Wisconsin has notified the City that it has been awarded a grant for the project in an amount up to \$799,527.67.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Baraboo does authorize the City Administrator and City Clerk to accept the award and for the City to provide the pre-agreement documents required for acceptance.

Offered by:
Motion:
Second:

Approved: _____

Attest: _____



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary

May 21, 2019

The Honorable Michael Palm, Mayor
City of Baraboo
101 South Blvd.
Baraboo, WI 53913

RE: City of Baraboo 2019 Community Development Block Grant for CLOSE Public Facilities
(CDBG-CL-PF) Project Award and Pre-Agreement Requirements

Dear Mayor Palm:

Thank you for your recent Community Development Block Grant for CLOSE Public Facilities (CDBG CL-PF) project proposal to reconstruct and make infrastructure improvements to Lake Street. On behalf of Governor Tony Evers and Secretary Joel Brennan, I am pleased to inform you that the Wisconsin Department of Administration (DOA) will award up to \$799,527.67 to the City of Baraboo for this CDBG CL-PF project.

The U.S. Department of Housing and Urban Development (HUD) provides federal funding to states through the Community Development Block Grant (CDBG) program. Wisconsin uses this federal funding to provide affordable housing, suitable living environments, and expanded economic opportunities for persons with low and moderate incomes.

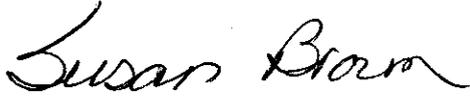
To ensure that your CDBG Application meets federal HUD regulations and program goals, the DOA Division of Energy, Housing and Community Resources (DEHCR) has reviewed your Grant Application.

Information regarding CDBG requirements and a list of documents that must be submitted to finalize the CDBG Grant Agreement are provided on pages 4-6 of this letter. The City has **forty-five (45) days** from the date of this letter to sign and return the Acceptance of Award on page 3 and submit the pre-agreement items listed under "Documents Submission" on pages 5-6.

After the Division receives these items, the City will be contacted by a representative of the Division to further discuss the terms and conditions of your CDBG CL-PF award to help ensure the successful administration of this project under HUD guidelines. Certain compliance requirements must be met and the grant agreement must be executed **prior to** construction starting for the project.

Again, congratulations and thank you for your efforts in helping our communities prosper and maintain a high quality of life for all Wisconsin residents.

Sincerely,



Susan Brown, Acting Division Administrator
Division of Energy, Housing and Community Resources

Enclosures: 6

cc: Senator Jon Erpenbach, Senate District 27, State of Wisconsin
Representative Dave Considine, Assembly District 81, State of Wisconsin
Tom Pinion, Director of Public Works/City Engineer, City of Baraboo
Edward Geick, City Administrator, City of Baraboo
Brenda Zeman, City Clerk, City of Baraboo
Pat Cannon, CDA Executive Director, City of Baraboo CDA
David Pawlisch, Director, Bureau of Community Development
Kristine Haskin, Budget and Policy Analyst-Advanced, DEHCR

ACCEPTANCE OF THE AWARD

This award letter represents the Department of Administration – Division of Energy, Housing and Community Resources' participation in the project. It can be accepted by signing below and returning this to the Division either of the following ways:

Email (Preferred): Joanna.Storm@wisconsin.gov

Mail: Department of Administration
Division of Energy, Housing and Community Resources
Attn: Joanna Storm (RE: Baraboo CDBG-CL-PF 19-02)
101 E. Wilson Street, 6th Floor
P.O. Box 7970
Madison, WI 53707-7970

In signing this document, the City of Baraboo agrees to consult with DOA Communications staff before making any public announcement regarding the award. Contacts regarding any public announcement should be directed to the DOA Communications Director at (608) 267-7874.

AUTHORITY TO SIGN DOCUMENT: The persons signing this Acceptance on behalf of the Municipality certify and attest that the Municipality's respective Resolutions, and/or other related documents, give full and complete authority to bind the Municipality on whose behalf they are executing this document. The persons signing below also acknowledge that the specific provisions of this award letter are not binding upon the Division or the City of Baraboo and that the Division may withdraw this award at any point for any reason.

ACKNOWLEDGEMENT

City of Baraboo

Signature of Chief Elected Official

Date Signed

Printed Name of Chief Elected Official

Title of Chief Elected Official

Signature of Clerk

Date Signed

Printed Name of Clerk

Title of Clerk

CDBG REQUIREMENTS AND PRE-AGREEMENT DOCUMENTS SUBMISSION

Specific procedures must be followed prior to undertaking CDBG activities. The Grantee must comply with applicable federal and state regulations and other grant requirements. Failure to comply with the regulations governing the CDBG program may result in this award being rescinded.

The grant award of up to \$799,527.67 represents 76% of the proposed project costs. Total costs for this project are estimated to be \$1,052,755. The Grantee must contribute Other Funds above the grant award amount in order to successfully complete the project.

PROCUREMENT PROCESS

Regulations require each CDBG Grantee follow its local procurement policy. The City must use procurement procedures that comply with federal, state, and local regulations for purchases and contracts funded in whole or in part with CDBG dollars. The City's procurement policy must be submitted to and reviewed by the Division prior to the City receiving any funding. **The Division cannot release CDBG funds for contracted materials and services that have been improperly procured.**

Refer to the CDBG Implementation Handbook, available on the Bureau of Community Development's website at <http://www.doa.wi.gov/Divisions/Housing/Bureau-of-Community-Development/> for procurement policy guidance. The City must adhere to competitive sealed bid requirements for public works construction contracts of more than \$25,000 under Wisconsin Statutes (§59.03; §60.47; §61.54-57; §62.15; and §66.0901). Procurement through competitive proposal is most appropriate for engineering, grant administration, and related professional services. Grantees may choose to use simplified acquisition procedures for other services and goods that cost \$50,000 or less, per State CDBG policy. Records verifying that the appropriate procurement procedures were followed must be maintained in the City's CDBG project files.

PROJECT ADMINISTRATOR TRAINING

All CDBG project administrators are required to attend implementation training sessions, as scheduled by the Division. Information will be forwarded when the dates and location of this training will occur.

Additional registration materials will be sent to Grantees in separate correspondence via email. Training information is also posted on the Bureau of Community Development website at: <https://doa.wi.gov/Pages/LocalGovtsGrants/TrainingAndTechnicalAssistance.aspx>

DOCUMENTS SUBMISSION

All information provided in the CDBG Application is subject to further verification and review by the Division upon request. The Grant Agreement will be finalized, contingent upon the Division receiving the following:

1. A copy of the City of Baraboo's procurement policy. Attach a list of executed contracts for CDBG project-related services and documentation on how the services were procured.
2. A completed Financial Management Contact Person form (enclosed with this letter).
3. A completed Depository Certification form (enclosed with this letter).
4. A completed Signature Certification form (enclosed with this letter).
5. A completed W-9 Form [Taxpayer Identification Number (TIN) Certification] (enclosed with this letter).
6. A completed DOA-6460 New Supplier Form and DOA-6456 STAR Authorization for Electronic Deposit form (enclosed with this letter) and accompanying bank documentation. If the City would like to receive a paper check instead of having CDBG funds deposited electronically, contact your assigned DEHCR Program Representative to obtain the appropriate form.
7. Documentation verifying that the City currently has an active registration status and DUNS on SAM.gov, if not previously provided with the CDBG Application. (Note: If the copy of the debarment search for the City on SAM.gov does not show an active registration and DUNS on the system, or if the City's SAM.gov registration has expired or will expire prior to the execution of the Grant Agreement, then the City must activate/re-activate the registration on SAM.gov and provide a copy showing the updated status to the Division. **Due to notification from SAM.gov of an existing back-log for registrant activations/re-activations, the City is strongly encouraged to review and submit its registrant activation/re-activation (if applicable) in a timely manner.**
8. An updated project budget, reflecting the CDBG award and any changes to funding or projected costs, if applicable, using the budget form previously provided with the CDBG CL-PF Application materials (also enclosed with this letter).
9. Proof that all Other funds have been secured, including verification from the other sources of Other funding listed for this project in the City's CDBG CL-PF Application. Documentation may include copies of signed award letters, signed loan paperwork, bank account statements, or similar items. (Note: A resolution to commit funds is **not** verification that the funds are available nor have been secured. Items previously submitted with the City's CDBG CL-PF Application do not need to be resubmitted.)

10. An itemized, bullet-pointed list of all construction activities and project deliverables to be included in the Scope of Work in the CDBG Grant Agreement, based on the description of the project in the City's CDBG CL-PF Application.
11. An updated project timeline with the projected construction bidding date(s) and construction start and end dates.

Additional items may be requested from the City prior to executing the Grant Agreement.

The CDBG Grant Agreement between the Division and the City must be fully executed (i.e., signed by all parties), **prior to the start** of any construction for a CDBG project and prior to any disbursement of funds. In addition, the following items must be received and approved by the Division prior to the disbursement of funds:

- A completed Environmental Review Record including an Environmental Assessment, if required, and a copy of the Environmental Certification letter from the Division's Environmental Compliance Officer.
- Documentation of compliance with applicable federal labor standards and Federal Davis-Bacon Wage Rates for any construction funded, in whole or in part, with CDBG funds. An overview of the Davis-Bacon federal labor standards and requirements is provided in Chapter 7 of the CDBG Implementation Handbook.
- Copies of the competitive procurement solicitation (e.g., the Request for Proposals [RFP]) and the advertisement for the RFP, if applicable, and the executed contract between the City and the contracted grant administrator, if the City has contracted with another party for grant administration services. Only submission of the executed contract and documentation verifying the City followed the local procurement policy in selecting and contracting with the grant administration firm are required if the City is not using CDBG funds to directly pay for this activity.

Please respond with the information requested within **forty-five (45) days** from the date of this letter. Requested information should be submitted to the Division in either of the following ways:

Email (Preferred): Joanna.Storm@wisconsin.gov

Mail: Department of Administration
Division of Energy, Housing and Community Resources
Attn: Joanna Storm (RE: Baraboo CDBG CL-PF 19-02)
101 E. Wilson Street, 6th Floor
P.O. Box 7970
Madison, WI 53707-7970

Please contact David Pawlisch, Director, Bureau of Community Development, at (608) 261-7538 if you have any questions or concerns. We congratulate the City of Baraboo on this 2019 grant award and we look forward to working with you to ensure successful completion of this CDBG-CL-PF project.

MEMORANDUM

To: Ed Geick
City Administrator

From: Patrick Cannon
Executive Director, CDA 

Re: Economic Development Loan Program

Date: May 24, 2019

As you are aware, the State has approved our application to utilize the CLOSE program. Under this program, we are no longer permitted to award CDBG-RLF Economic Development loans. The State has also approved our application for a non-competitive CDBG grant as part of the CLOSE program.

As was previously discussed, the City still desires to maintain a program that would assist businesses with gap financing as they create new work positions. It was further understood that the CDA would again be responsible for the administration of the fund once it is created.

The CDA Board has requested that I draft a policy manual to establish the operational functions of the new fund. While it will closely resemble the previous HUD based policies, we have removed several of the cost prohibitive HUD requirements.

At this time, I would like the opportunity to address the Finance Committee on this matter. I think starting to establish some formal approvals and gain direction from the Elected Officials would be very helpful in the creation of the fund's goals and operational procedures.

Please let me know if you have any questions.

OFFICE OF THE CITY ATTORNEY

Memorandum

To: City Councilmembers
Finance and Personnel Committee
Ed Geick, City Administrator

From: Emily Truman, City Attorney

Date: May 24, 2019

Re: City Administrator Ordinance

The proposed amended ordinance related to the Office of the City Administrator, under §1.10 of the City Code, which was provided to the Finance/Personnel Committee and City Council at the May 14, 2019, meetings, was incomplete. The correct language is below, with the portion of the language that was inadvertently omitted in red.

It is suggested that the Finance/Personnel Committee review the entirety of the language, and, if satisfied with the language, recommend that Council accept a motion to amend the ordinance presently before Council on its second reading to include the language below:

PROPOSED UPDATED ORDINANCE:

- 1.10 OFFICE OF CITY ADMINISTRATOR. (1725 03/15/94, 1821 07/11/95, XXXX 5/XX/19))
- (1) DEFINITIONS. As used in this section, the following terms shall have the following meanings:
- (a) “City Department” means the following departments of the City: Administration Department, Finance Department, Fire Department, Parks, Recreation and Forestry Department, Police Department, Public Works/Engineering Department, Water and Sewer Utilities.
- (b) “Department Head” means the City employee in charge of a City Department.
- (2) PURPOSE AND POWERS CITY ADMINISTRATOR. The Common Council hereby adopts this ordinance to create the City Administrator position to administer and coordinate the day-to-day operations and activities of the City. The Administrator shall only have such powers as are expressly granted to him/her pursuant to the City Ordinances, resolutions and directives of the Council and Mayor. Subject to the foregoing and without limiting the authority and control of the Council, its committees, and the Mayor and, except where authority is vested by the Wisconsin Statutes or Municipal Code of Ordinances in Boards, Commissions or City

officers, the Administrator shall be the chief administrative officer of the City. (2033 11/14/2000)

(3) **DUTIES OF CITY ADMINISTRATOR.** The Administrator shall be responsible for the proper coordination and administration of the business affairs of the City including, but not limited to:

- (a) Implement and carry out the ordinances, resolutions and directives of the Council and its Committees, and/or Mayor as applicable and appropriate, which require administrative implementation and reporting promptly any difficulties encountered and the progress and completion thereof.
- (b) Establish administrative procedures to increase the effectiveness and efficiency of City government according to current best practices in local government.
- (c) Keep informed concerning current federal, state, and county legislation and administrative rules affecting the City and submit appropriate reports and recommendations thereon to the Council.
- (d) Represent the City in matters involving legislative and inter-governmental affairs as authorized and directed by the Mayor and Council.
- (e) Act as public information officer for the City with the responsibility of ensuring that the news media are kept informed about the operations of the City and that all open meeting rules and regulations are followed.
- (f) Establish and maintain procedures to facilitate communications between citizens and City government, to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to ensure that all such matters are expeditiously resolved.
- (g) Promote the economic well-being and growth of the City through public and private sector cooperation.
- (h) Provide leadership and direction in the development of short and long range plans; be responsible for and undertake planning and program analysis, including gathering, interpreting and preparing data for studies, reports and recommendations, and developing procedures, methods and techniques to meet the present and future needs of the City and to improve the efficiency, effectiveness and quality of services and programs provided by the City.
- (i) Attend all meetings of the Council, assisting the Mayor and the Council as necessary in the performance of their duties, and attend all meetings of the Standing and Special Committees of the Council if requested by the Mayor or Committee chairperson, and assist Committee members as necessary in the performance of their duties.
- (j) In coordination with the Mayor, the Council, and the Clerk, ensure that appropriate agendas are prepared for all meetings of the Council, all Council committees, and all other appropriate committees and commissions of the City, together with such

supporting material as may be required, with nothing herein being construed to give the Administrator authority to limit or in any way prevent matters from being considered by the Council, or any of its committees and commissions. If action normally requiring Council approval is necessary at a time when the Council cannot meet, the Administrator shall receive directives from the Mayor.

- (k) Serve as personnel officer for the City and perform promptly, efficiently, and effectively the following personnel related duties, except as otherwise provided for by State Statute or City Ordinance. (*See, §43.58, Wis. Stat., for the powers and duties of the Library Board and §1.19 of this Code for the powers and duties of the Police and Fire Commission.*)
- (i) Ensure compliance with all local, state and federal laws and regulations applicable to hiring and employment practices, including best safety practices.
 - (ii) Maintain complete and current personnel records, including specific job descriptions, for all City employees.
 - (iii) Coordinate and administer the City's compensation plan, develop classification and salary schedules, job evaluation and performance evaluation procedures and rating forms and recommend to the Council salaries and classifications for City employees covered by the compensation plan.
 - (iv) Negotiate collective bargaining agreements and bring tentative agreements to the Council for ratification; monitor and ensure compliance with said agreements.
 - (v) Work closely with the Department Heads to promptly resolve personnel problems or grievances and provide administrative direction, supervision and coordination of each Department Head.
 - a. Recommend to the Council or the appointing body as provided in §1.03 of this Code, the appointment, promotion, and, when necessary for the good of the City, the suspension or termination of a Department Head and City Attorney, and evaluate the job performance of Department Heads and City Attorney not less than once per year. (2161 09/28/2004)
 - b. Act as the approving authority for requests by Department Heads and City Attorney to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.
 - c. Advise and assist Department Heads in the recruiting, training and evaluation of subordinate employees; assist, as necessary, Department Heads in undertaking not less than once each calendar year a job performance evaluation of all employees in their departments; and in conjunction and cooperation with the Department Heads, be responsible for the appointment, promotion, and when necessary for the good of the City, to

take disciplinary action, including suspension and termination, of employees below the Department Head. (2161 09/28/2004)

- (vi) Assist, as requested, the Library Board and Community Development Authority with any personnel related matter including, but not limited to, the appointment, promotion, job performance evaluation, suspension or termination of the head of said department or subordinate employees.
 - (vii) Organize and conduct a monthly meeting with the Mayor, City Attorney and Department Heads to coordinate practices and programs and to keep all departments current in regard to City practices and programs; ensure all practices and programs are properly implemented by the Department Heads, as applicable.
 - (viii) Be responsible for such other personnel practices and matters as shall be assigned or delegated by the Mayor or Council.
- (l) Carry out promptly, efficiently and effectively the following financial responsibilities:
- (i) In conjunction with and under the direction of the Mayor and Council coordinate, assist and be responsible for the preparation of the annual City budget in accordance with such guidelines as may be provided by the Mayor and Council and in coordination with Department Heads and City officials and pursuant to State Statutes. Administer the budget as adopted by the Council.
 - (ii) In coordination with the Finance Director:
 - (a) Perform the duties and responsibilities of Comptroller as set forth in §62.09, Wis. Stats.;
 - (b) Administer and supervise the accounting system of the City and ensure that the system employs methods in accordance with current professional accounting practices;
 - (c) Monitor revenues and expenditures and maintain debt schedules; coordinate financial advisors, bond counsel and rating agencies on debt issues; and serve as the purchasing agent for the City, supervising all purchasing and contracting for supplies and services, provided that the expenditure has been specifically approved in the City budget and provided that the purchasing procedures established by the Council and any limitations provided by the Wisconsin State Statutes are followed; and
 - (d) Coordinate, assist and approve requests for proposals, assist Department Heads in the preparation of specifications and the scheduling of authorized purchases to coincide with budgetary authorization and cash flow considerations and analyze bids with department heads and assist in the compilation of bid recommendations for Council approval.

- (iii) Report regularly to the Mayor and Council on the current financial condition and future needs of the City.
 - (iv) Keep the Council and Mayor informed of the availability of and changes to local, state and federal laws concerning funds for local programs and assist Department Heads and the Council in obtaining these funds under the direction of the Mayor and the Council; advise the Mayor and Council of methods of procuring such funds; analyze and prepare reports on the fiscal impact of various proposals for such funds.
 - (v) Execute contracts on behalf of the City when such execution has been expressly authorized by directive or resolution of the Council.
 - (vi) Carry out all actions and directives of the Council in conjunction with budgeting and purchasing which require administrative implementation or where the Council has so directed.
 - (vii) Be responsible for such additional budgeting and purchasing matters as shall be assigned or delegated by the Council.
- (m) All officials, City officers and employees of the City shall cooperate with and assist the Administrator and the Administrator shall similarly cooperate with and assist all officials, City officers and employees of the City so that the City government shall function effectively and efficiently.