

**AGENDA
CITY OF BARABOO COMMON COUNCIL
Council Chambers, 101 South Blvd., Baraboo, Wisconsin
Tuesday, June 12, 2018, 7:00 P.M.**

Regular meeting of the Common Council, Mayor Palm presiding.

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

Notices sent to City Staff and Media: Atty. Truman, Adm. Geick, Clerk Zeman, Finance Director Haggard, City Engineer Pinion, Utility Super. Peterson, Street Super. Gilman, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Jessica Bergin, CDA Director, the News Republic, WBDL, and WRPQ

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

CALL TO ORDER

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF PREVIOUS MINUTES - (Voice Vote): May 22, 2018

APPROVAL OF AGENDA (Voice vote):

COMPLIANCE WITH OPEN MEETING LAW NOTED

PUBLIC HEARING – The Mayor announces that this is the published date and time to hear public comment concerning proposed sidewalk improvements and the levying of assessments against benefited properties on portions of Vine, 4th, and 16th Streets.

PRESENTATION – Library Director Jessica Bergin will present a Library update.

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

MAYOR'S COMMENTS –

CONSENT AGENDA (roll call)

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

CA-2...Approve the appointment of Melanie Platt-Gibson to fill the unexpired term of Laura Jelle on the Baraboo Economic Development Commission (BEDC) serving until February 28, 2019.

NEW BUSINESS RESOLUTIONS

NBR-1...Approve the Lease with Community Development Authority (CDA), approving the issuance of \$12,380,000 Community Development Lease Revenue Refunding Bonds and related documents and transactions. (101 South Blvd., Municipal Building)

NBR-2...Consider final resolution for levying sidewalk special assessments for properties on Vine, 4th, and 16th Streets.

NBR-3...Approve the Compliance Maintenance Annual Report for the Wastewater Plant for 2017.

NBR-4...Approve purchase of new 2019 International HV507 chassis and a 2019 Henderson Body/Universal Truck Plow Equipment at a combined cost of \$164,948.40.

NBR-5...Approve bid from Dean Blum Excavating for 2018 Street Reconstruction Projects for Proposal A-3rd Avenue, 16th Street, and Vine Street; and Proposal B- Jefferson Street, 4th Street, and Mill Race Drive.

NBR-6...Approve bid from Brute Construction LLC., for replacement of the 1938 digester pumping and blower building.

OTHER ACTIONABLE ITEMS:

Consider allowing Bike Wisconsin to overnight camp on the Civic Center property during their annual bicycle tour across Wisconsin during June 2018. The building will be open during regular office hours and not available during regularly closed hours.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

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

Minutes from the Following Meetings -

Copies of these meeting minutes are included in your packet:

Finance/Personnel	05-22-18	BID Promotions	04-05-18
Baraboo District Ambulance	02-28-18	BDAS Ad Hoc	02-28-18
Baraboo District Ambulance	04-25-18	BDAS Ad Hoc	04-25-18
Plan Commission	05-15-18	Public Safety Commission	04-30-18
Administrative Committee	06-04-18		

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

Friends of the Library	04-10-18	Police & Fire Commission	03-19-18
Police & Fire Commission	04-16-18		

Petitions and Correspondence Being Referred

CLOSED SESSION

The Mayor will announce that the Council will go into Closed Session as per §19.85(1)(f), Wis. Stat., considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations (for the preliminary consideration of specific personnel problems).

OPEN SESSION

The Mayor announces that the Council Committee will return to Open Session as per §19.85(2), Wis. Stat., to address any business that may be the result of discussions conducted in Closed Session.

INFORMATION

ADJOURNMENT (Voice Vote)

Brenda Zeman, City Clerk

JUNE 2018

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11 Park & Rec.	12 Finance Council	13	14	15	16	17
18 SCDC PFC Goal Setting	19 Library Plan	20 BID	21 UW Campus	22	23	24
25 Public Safety	26 Finance Council	27 Ambulance	28 Public Art Assoc. EM. Mgt.	29	30	

JULY 2018

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
						1
2 Administrative	3 CDA	4 Independence Day – Offices Closed	5 BEDC	6	7	8
9 Park & Rec.	10 Finance Council	11	12	13	14	15
16 PFC	17 Library Plan	18 BID	19 UW Campus	20	21	22
23	24 Finance Council	25 Ambulance	26 Em. Mgt.	27	28	29
30 Public Safety	31					

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

Agenda jointly prepared by D. Munz and B. Zeman
 Agenda posted on 06/08/2018

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, May 22, 2018 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

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

Council Members Absent:

Others Present: Adm. Geick, Attny. Truman, Chief Schauf, T. Pinion, Clerk Zeman, C. Haggard, T. Gilman, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Kolb and carried to approve the minutes of May 8, 2018.

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

Compliance with the Open Meeting Law was noted.

PRESENTATION- The Mayor presented the Baraboo GEM award to Matthew Pinion.

PUBLIC INVITED TO SPEAK – No one Spoke at this time

MAYOR'S COMMENTS -

- The Mayor read the 2018 National Senior Health & Fitness Day Proclamation. Diane Pillsbury was in attendance to accept the proclamation.
- The Mayor noted that the Council & Department Heads Goal Setting Work Group and potluck will be held on Monday, June 18th at 5:15pm. Potluck will begin at 5:15pm with the Work Group to follow at 6:00pm.

CONSENT AGENDA

Resolution No. 18-30

THAT the Accounts Payable, in the amount of \$ 614,580.44 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 18-31

Appoint Dana Ender to the Business Improvement District Board until term ends April 30, 2021.

Resolution No. 18-32

Appoint Lacey Steffes who is replacing Mary Grant and Beth Persche who is replacing David Wernecke to the Library Board for terms beginning July 1, 2018 thru June 30, 2021; and Re-Appoint John Ellington to the Library Board for a term beginning July 1, 2018 thru June 30, 2021.

Moved by Wedekind, seconded by Ellington and carried that the Consent Agenda be approved-9 ayes.

MOTION FOR RECONSIDERATION

Motion made by Alt, seconded by Ellington and carried unanimously to reconsider approving the recommendation of the Airport Commission to reimburse the Airport Facility manager and FBO Bill Murphy the amount of \$18,000, contingent upon the Village of Lake Delton's governing body also agreeing to reimburse Mr. Murphy \$18,000, for a total reimbursement of \$36,000 - 9 ayes

NEW BUSINESS**Resolutions:****Resolution No. 18-33**

To approve of a budget amendment for the Airport for \$18,000 to cover the cost to the FBO due to the airport runway construction.

Moved by Wedekind, seconded by Plautz and carried that **Resolution No. 18-33** be approved-9 ayes.

Resolution No. 18-34

THAT the City contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection for the Weights and Measures inspections for 2019 in the amount of \$4,400 dollars for 11 days at \$400 per day.

Moved by Petty, seconded by Wedekind and carried that **Resolution No. 18-34** be approved-9 ayes.

Resolution No. 18-35

THAT the purchase of a new 2018 Labrie 33- Cu Yd compactor and a 2018 Autocar ACX64 Truck Chassis at a combined cost of \$282,550.61 is hereby approved.

THAT the city applies \$13,727.61 from the recently completed surplus auction funds to the Capital Equipment Replacement Fund.

Moved by Wedekind, seconded by Sloan and carried that **Resolution No. 18-35** be approved-9 ayes.

Resolution No. 18-36

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wis. Stats., to levy special assessments upon property in the assessment districts hereafter described for benefits conferred upon such property by reason of the following public work and improvements: 2018 Street Reconstruction Construction.
2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICTS

New Sidewalk – That property on:

- Vine Street (from Lynn Street to the Baraboo River) – approximately 5750 sq ft.
 - 4th Street (from Washington Ave to Jefferson Street) – approximately 1,450 sq ft.
 - 16th Street (from Roblee Rd to Elizabeth Street) – approximately 3,950 sq ft.
3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.
 4. The City Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its

inhabitants.

5. The City Engineer shall prepare a report which shall consist of:
 - (A) Final plans and specifications for the improvements.
 - (B) An estimate of the entire cost of the proposed improvements.
 - (C) A schedule of proposed assessments.
6. When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection.
7. Upon receiving the report of the City Engineer, the Clerk or her designee shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as Class 1 notice under ch. 985, Wis. Stats, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with the reasonable diligence.
8. The hearing shall be held in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 on June 12th, 2018 at 7:00 p.m. in accordance with Section 66.0703 (7)(a), Wis. Stats.
9. The assessment against any parcel may be paid in cash or in annual installments in accordance with the City of Baraboo Sidewalk Policy and Special Assessment Procedure.

Moved by Wedekind, seconded by Ellington and carried that **Resolution No. 18-36** be approved-9 ayes.

Resolution No. 18-37

THIS FIRST AMENDMENT TO THE OPERATION AGREEMENT FOR THE AIRPORT COMMISSION OF THE BARABOO-WISCONSIN DELLS REGIONAL AIRPORT is entered into by and between the Village of Lake Delton (“Village”) and the City of Baraboo (“**Baraboo**”) pursuant to the autotomy granted to them by §114.151, Wis. Stat. The Village and Baraboo may be jointly referred to herein as the parties.

RECITALS

WHEREAS, the Parties are equal owners of a union airport known as the Baraboo-Wisconsin Dells Regional Airport (“**Airport**”); and

WHEREAS, the Parties entered into an Operation Agreement for the Airport Commission of the Baraboo-Wisconsin Dells Regional Airport (“**Operation Agreement**”) pursuant to §114.151, Wis. Stat; and

WHEREAS, the Operation Agreement allows for amendments at any time upon mutual consent of the parties; and

WHEREAS, the effective date of the Operation Agreement was incorrectly stated as being December 14, 2017, when the intended effective date was to be January 1, 2018; and

WHEREAS, the Parties wish to modify the effective date of the Operation Agreement to January 1, 2018.

NOW, THEREFORE, for the mutual consideration contained herein and in the Operation Agreement, the Parties agree as follows:

TERMS

1. The effective date of the Operation Agreement for the Airport Commission of the Baraboo-Wisconsin Dells Regional Airport shall be January 1, 2018.

2. With the exception of the amendment made to the Operation Agreement as provided for in paragraph 1, above, all other terms and conditions contained in the Operation Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have agreed to this First Amendment to the Operation Agreement as of the last date indicated below.

Moved by Sloan, seconded by Wedekind and carried that **Resolution No. 18-37** be approved-9 ayes.

2ND READING ORDINANCES

Moved by Ellington, seconded by Kolb and carried unanimously to approve the 2nd reading of **Ordinance No. 2491** approving the detachment of the School forest property.

Moved by Petty, seconded by Sloan and carried unanimously to approve the 2nd reading of **Ordinance No. 2492** revising the Speed Limit on Taft Ave (CTH T) north of 8th Street (STH 33)

Moved by Kolb, seconded by Wedekind and carried unanimously to approve the 2nd reading of **Ordinance No. 2493** approving the amended PUD for 609 8th avenue to allow a taco bar restaurant.

OTHER ACTIONABLE ITEMS:

Moved by Petty, seconded by Alt and carried unanimously to rename the Committee Room 205 the Dennis Thurow Committee Meeting Room.

CLOSED SESSION:

Moved by Ellington, seconded by Zolper and carried unanimously to adjourn to closed session per §19.85(1)(g), Wis. Stat., conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (pending Walmart litigation).

OPEN SESSION

Moved by Wedekind, seconded by Plautz and carried unanimously to return to Open Session per §19.85(2), Wis. Stat., to address any business that may be the result of discussions conducted in Closed Session.

Moved by Wedekind, seconded by Petty and carried unanimously to accept Wal-Mart's negotiated assessment of \$54 per Sq. Ft for 2017 and \$51 per Sq. Ft for 2018.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

Adm. Geick noted that he has given certificates of appreciation to Chief Schauf, Tom Pinion, and Pat Cannon for their hard work on this building.

Ald. Ellington noted the following:

- The Dementia Friendly, Sauk County we now have 30 business and 1304 people and continue to line up other businesses.
- Next Tuesday is Narcan training at the Library at 6:30pm. Citizens must register for the class.
- A report on the Community Activated Recovery Enhancement Program that ends August 1st. Sauk County has received another \$350,000. They have had 245 people involved, 157 from Sauk County and 88 Columbia County. They are 105% over the Grant compliance number. They currently have 2 safe houses.

Mayor Palm reminded everyone that June 11th at 10:00am is the formal dedication of the new building.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Monthly Reports for April, 2018 – Treasurer, Fire Dept.

Minutes from the Following Meetings –

Finance/Personnel Committee – Committee Room #205

May 8, 2018

Members Present: Petty, Thurow, Sloan

Absent: none

Others Present: Mayor Palm, E. Geick, E. Truman, C. Haggard, B. Zeman, W. Peterson, M. Schauf, T. Pinion

Call to Order – Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to adopt the agenda and carried unanimously. Moved by Sloan, seconded by Thurow to approve the minutes of April 24, 2018. Motion carried unanimously.

Accounts Payable – Moved by Sloan to recommend to Council approval of the accounts payable for **\$586,882.23**, seconded by Thurow and motion carried unanimously.

Fireworks Permit – Adm. Geick noted that we have received a fireworks permit for the 4th of July event. T. Pinion explained that the application was submitted by Spielbauer Fireworks Co., the pyrotechnic company that is launching the fireworks. T. Pinion has been working with them to finalize the site. Moved by Sloan, seconded by Thurow to waive the \$150 fee.

Sewer Cleaning Truck – W. Peterson is requesting approval of the bid from Stepp Equipment in the amount of \$398,031 for the new sewer cleaning truck. He explained that while this is not the lowest bid submitted, the lowest bid does not include a pump that was requested. In order to get the pump, it would cost an additional \$16,000 to the low bid of \$382,396. There is \$400,000 in the budget for this purchase. Committee member Petty confirmed that the old vehicle will be sold at auction. The proceeds will be split between the Stormwater & Sanitary Sewer funds. Moved by Sloan, seconded by Thurow to recommend the purchase of the truck from Stepp Equipment. Motion carried unanimously.

BPAA Management Contract – Att. Truman has reviewed this contract and because this is a separate elephant sculpture from a different artist, she recommends that we have a separate agreement for this sculpture. Moved by Sloan, seconded by Thurow and carried unanimously to forward contract to Council.

RW Management Contract – Adm. Geick explained that this an extension of the current agreement, which would allow us to tie up any loose ends. Money for this is coming from impact fees and he expects the extension to be an additional 1.5 months. Petty feels they should approve this extension for 60 days and if any more time is needed, it will again be reviewed by the Finance Committee. Moved by Sloan, seconded by Thurow to recommend to Council the extension of the contract for 60 days. Motion carried unanimously.

Airport Commission – Adm. Geick explained that the purpose of this is to keep Bill Murphy in business while the airport is under construction for a few months. The money will be covered by the Airport Fund Balance. He also clarifies for the Committee that Bill Murphy will continue to receive the maintenance contract, landing fees, and any other miscellaneous work that is being done for the hangers and/or pilots. Ald. Sloan questions providing these funds. He is not comfortable reimbursing a private business owner for construction. He notes that when we rebuilt South Blvd, there was no reimbursement for businesses along this road. He also feels that with this upgrade, Bill Murphy's private business is benefiting more than anyone. Ald. Petty explains that while he understands what Sloan is saying, he is in support of the \$18,000. Ald. Thurow feels we have to approve this because the reconstruction needs to be done

and to have Bill Murphy there during the construction is a benefit to the City. Ald. Petty questions that with the construction itself, is the Airport is technically shut down? Adm. Geick explains that they will continue to let helicopters in and out periodically and the only other revenue is for the aircraft mechanic. Moved by Petty, seconded by Thurow to reimburse Bill Murphy the \$18,000 for loss revenue contiguous on the approval from Lake Delton. Ayes – 2, Nay – Sloan. Motion approved.

Discussion of Remodeling the former City Hall at 135 4th St – Adm. Geick explained that this is informational only. The Finance Committee was given the same information that was provided to Public Safety Committee. A large part of the cost is redoing the basement for overnight quarters for ambulance and future fire. Ald. Sloan questioned the cost associated with the former City Hall. It is decided that more information should be presented to the Finance Committee at a future date.

Committee Comments - None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:31pm

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

UW Campus Commission	01-18-18	UW Campus Commission	02-22-18
UW Campus Commission	03-15-18	UW Campus Commission	04-19-18
Park & Rec Commission	04-09-18	CDA	05-01-18
CDA Executive Committee	04-25-18	Baraboo Public Art Assoc.	04-26-18

INFORMATIONAL ITEMS – None.

ADJOURNMENT

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

Brenda Zeman, City Clerk

**NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR PUBLIC
IMPROVEMENTS IN BARABOO, WISCONSIN**

PLEASE TAKE NOTICE that the Common Council of the City of Baraboo, Wisconsin has declared its intention to exercise its police power in accordance with §66.0703, Wis. Stats., to levy special assessments upon property within the following described assessment district for benefits conferred upon the property by the installation of new sidewalk.

The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICTS

New Sidewalk – That property on:

- Vine Street (from Lynn Street to the Baraboo River) – approximately 575 sq ft.
- 4th Street (from Washington Ave to Jefferson Street) – approximately 7,250 sq ft.
- 16th Street (from Roblee Rd to Elizabeth Street) – approximately 3,950 sq ft.

A report showing final plans and specifications, estimated cost of improvements and proposed assessments is on file in the office of the City Clerk and at the Baraboo Public Library and may be inspected there during normal business hours.

You are further notified that the Common Council of the City of Baraboo will hear all interested persons, or their agents or attorneys, concerning matters contained in the Preliminary Resolution authorizing the assessments and in the above described report at 7:00 p.m. on the 12th day of June 2018, in the Council Chambers of the City Hall at 135 Fourth Street, Baraboo, WI 53913. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Brenda Zeman,
City Clerk

Date Published: May 29, 2018

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

RESOLUTION NO. 2018 -

Dated: June 12, 2018

The City of Baraboo, Wisconsin

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

Resolved, by the Common Council of the City of Baraboo, confirms the Mayor's appointments as follows:

THAT, Melanie Platt-Gibson be appointed to fill the unexpired term of Laura Jelle on the Baraboo Economic Development Commission (BEDC) serving until February 28, 2019.

Offered By: Consent

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN

NBR-Resolution No. 1

RESOLUTION APPROVING THE LEASE
WITH THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO
AND APPROVING THE ISSUANCE OF \$12,380,000 COMMUNITY DEVELOPMENT
LEASE REVENUE REFUNDING BONDS AND RELATED DOCUMENTS AND
TRANSACTIONS

WHEREAS, the Community Development Authority of the City of Baraboo, Wisconsin (the "Authority") is a municipal corporation duly organized and existing pursuant to the provisions of Section 66.1335, Wisconsin Statutes (the "Act");

WHEREAS, the Authority and the Common Council of the City of Baraboo, Wisconsin (the "City") have determined that certain property located in the City is blighted within the meaning of Section 66.1333 of the Wisconsin Statutes;

WHEREAS, the Authority has undertaken a program of blight elimination and community development in the City, consisting of acquiring real property more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Project Property") and constructing a public safety building which will house the Police Department and City administrative offices and related projects (collectively, the "Project") and proposes to lease the Project Property along with all improvements constructed and fixtures thereto (the "Leased Property") to the City pursuant to a Lease Agreement in substantially the form set forth on Exhibit B hereto (the "Lease");

WHEREAS, the costs of the Project have heretofore been financed through the issuance of the Authority's Interim Community Development Revenue Bonds, Series 2017A, dated April 18, 2017 (the "2017 Bonds");

WHEREAS, the Authority has authorized the borrowing of \$12,380,000 Community Development Revenue Bonds (the "Bonds") the proceeds of which will be used to refund the 2017 Bonds (the "Refunding");

WHEREAS, the Authority has submitted a report on the Lease to this Common Council, has duly noticed and conducted a public hearing on the Lease, and has approved the Lease;

WHEREAS, the Authority has also requested that the City enter into a Contribution and Cooperation Agreement (the "Contribution and Cooperation Agreement") in connection with the issuance of the Bonds;

WHEREAS, Section 66.1333(13) Wisconsin Statutes, authorizes the City to lend or contribute funds to assist a redevelopment project; and

WHEREAS, the development of the Project will promote blight elimination, community development and job creation in the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo as follows:

Section 1. Ratification of the Conveyance and the Project Property. The transfer to the Authority of the Project Property which as previously been accomplished is ratified and approved.

Section 2. Approval of the Lease. The Lease, in substantially the form attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the Lease for and on behalf of the City. The Common Council finds that the rental payments due under the Lease are at the fair market value for the Common Council and the improvements thereon to be leased pursuant to the Lease.

Section 3. Statement of Intent to Appropriate. The City hereby declares that it fully expects and anticipates that it will appropriate funds from available revenues of the City sufficient to meet its obligation to make rental payments under the Lease sufficient to pay when due all principal of and interest on the Bonds and make the required payments into the Reserve Account described in the Authority Resolution, provided however, that all such payments shall be subject to annual appropriation by the Common Council.

Section 4. Approval of the Contribution and Cooperation Agreement. The Contribution and Cooperation Agreement in substantially the form attached hereto as Exhibit C and incorporated herein by this reference is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the Contribution and Cooperation Agreement for and on behalf of the City.

Section 5. Approval of the Bonds. The terms of the Bonds authorized by the Authority at its meeting duly noticed, held and conducted on June 5, 2018 are ratified and approved.

Section 6. Termination. The City will not terminate or dissolve the Authority unless and until all of the Bonds have been paid or have been discharged within the meaning of Section 12 of the Authority Resolution.

Section 7. Debt Limit Capacity. The City will maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness plus \$517,243 (which is the maximum annual debt service on the Bonds) shall at no time exceed the City's constitutional debt limit.

Section 8. Execution and Delivery of Documents. The Mayor and City Clerk are hereby authorized for and in the name of the City to execute and deliver the Lease, the Contribution and Cooperation Agreement and any and all additional documents as may be necessary or desirable to effectuate the sale of the Bonds and the completion of the transactions contemplated hereby.

Adopted, approved and recorded this 12th day of June, 2018.

Michael Palm
Mayor

ATTEST:

(SEAL)

Brenda Zeman
City Clerk

EXHIBIT A

PROJECT PROPERTY

Site of the building: Parcel Number 206-1776-00000 located at 101 South Boulevard

Site of the roundabout: A parcel of land in the NW¼ of the NE¼ of Section 2, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin described as follows:

The existing road right-of-way of South Blvd lying between the south end of the Baraboo River Bridge and the north end of the Wisconsin Department of Transportation's Railroad right-of-way that is located between Quarry Street and Lynn Street; and the westerly 200 feet of the existing road right-of-way of Lynn Street lying between South Blvd and Vine Street.

EXHIBIT B
LEASE AGREEMENT
(SEE ATTACHED)

EXHIBIT C
CONTRIBUTION AND COOPERATION AGREEMENT

(SEE ATTACHED)



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Tampa
Tucson
Washington, D.C.

June 4, 2018

VIA EMAIL

Mr. Patrick Cannon
Executive Director/Secretary
Community Development Authority
of the City of Baraboo
101 South Boulevard
Baraboo, WI 53913

Ms. Cynthia Haggard
Finance Director
City of Baraboo
135 4th Street
Baraboo, WI 53913

Re: Community Development Authority of the City of Baraboo, Wisconsin
Community Development Lease Revenue Refunding Bonds (the "Bonds")

Dear Pat and Cynthia:

Attached via email are copies of the resolutions described in the following agenda items for use at the Community Development Authority meeting on June 5, 2018 and the Common Council meeting on June 12, 2018 with respect to the lease of the new public safety building and the issuance of the Bonds:

(Authority Meeting)

Resolution Approving a Lease with the City of Baraboo; and Authorizing the Borrowing of \$12,380,000 and the Issuance and Sale of Community Development Lease Revenue Refunding Bonds Therefor

Please note the following documents attached to this email should be attached to the Authority Resolution as exhibits:

1. **Lease Agreement (Exhibit B);**
2. **Contribution and Cooperation Agreement (Exhibit C);**
3. **Mortgage (Exhibit D); and**
4. **Security Agreement (Exhibit E).**

Unless the Authority has adopted policies or rules requiring a higher vote, the Authority Resolution must be approved by a majority (i.e. at least four) vote of the members of the Authority.

Mr. Patrick Cannon
June 4, 2018
Page 2

(Common Council Meeting)

Resolution Approving the Lease with the Community Development Authority of the City of Baraboo Approving the Issuance of \$12,380,000 Community Development Lease Revenue Refunding Bonds and Related Documents and Transactions

Please note the following documents attached to this email should be attached to the Common Council Resolution as exhibits:

1. **Lease Agreement (Exhibit B);**
2. **Contribution and Cooperation Agreement (Exhibit C);**

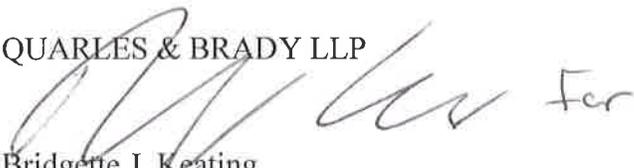
Please include the above agenda items on the agendas for the appropriate meetings. Please then post the agendas in at least three public places and provide them to the official newspapers of the Authority and the City and to any other requesting media at least twenty-four hours prior to the meetings (see Section 19.84(1)(b), Wisconsin Statutes). The enclosed **Certificates of Compliance with Open Meeting Law** and **Excerpts of Minutes** must be completed in connection with both the Authority and Common Council meetings at which the Resolutions are adopted.

We are also enclosing **Municipal Information Questionnaires** for the Authority and the City. Please review, correct, if necessary, complete and return these questionnaires to us. They contain information which will help us draft the closing documents which will be required in connection with this financing. Please return all executed documents to us after the Council meeting.

Please call me if you have any questions or comments. Thank you.

Very truly yours,

QUARLES & BRADY LLP


Bridgette J. Keating

BJK:SMW:jmm

Enclosures

#210631.00005

cc: Ms. Lori Laux (w/enc. via email)
Ms. Brenda Zeman (w/enc. via email)
Mr. Tom Pinion (w/enc. via email)
Mr. Ben Letendre (w/enc. via email)
Mr. Edward Geick (w/enc. via email)
Ms. Emily Truman (w/enc. via email)
Ms. Julie Giese (w/enc. via email)

LEASE AGREEMENT

between the

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF
BARABOO, WISCONSIN**

and the

CITY OF BARABOO, WISCONSIN

THIS LEASE AGREEMENT is made and entered into as of June 28, 2018, by and between the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BARABOO , WISCONSIN**, a Wisconsin municipal corporation (“the “Authority”), and the **CITY OF BARABOO, WISCONSIN**, a Wisconsin municipal corporation (the “Municipality”).

WITNESSETH:

WHEREAS, the Authority has acquired and is currently in possession of the real estate described in Exhibit A hereto (the “Project Property”); and

WHEREAS, the Authority has carried out a program of community redevelopment on the Project Property, consisting of financing the acquisition of the Project Property and the construction of a new public safety building which will house the Police Department and Municipality administrative offices through the issuance of its \$12,380,000 Community Development Lease Revenue Refunding Bonds (the "Bonds"); and

WHEREAS, pursuant to the provisions of Sections. 66.1335 and 66.1333(9) of the Wisconsin Statutes, the Authority has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the Municipality desires to lease the Project Property and all buildings and fixtures thereon and other improvements thereto (collectively, the “Leased Property”) from the Authority; and

WHEREAS, the execution, delivery and performance of this Lease Agreement have been duly authorized by the Municipality and the Authority and all conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Lease Agreement, exist, have happened and have been performed.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein on the part of the Municipality, its successors and assigns, to be paid, kept and performed, the Authority agrees to lease to the Municipality, and the Municipality agrees to lease from the Authority, the Leased Property, subject to the terms and conditions provided herein:

“Project Property” means the real estate including all improvements thereto described in Exhibit A hereto.

“Rent” means the rent to be paid by the Municipality pursuant to Section 3.2(a) hereof.

“Reserve Account” means the Reserve Account established for the Bonds pursuant to the Resolution.

“Reserve Requirement” means the Reserve Requirement as defined in the Resolution.

“Resolution” means the resolution authorizing the issuance of the Bonds adopted by the Authority on June 5, 2018.

Section 1.2 **Use of Phrases**. The following provisions shall be applied whenever appropriate herein:

“Herein”, “Hereby”, “hereunder”, “hereof” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

ARTICLE III

TERM AND RENT

Section 3.1 Term. The term of the Lease pursuant to this Agreement shall commence as of the date of the Bonds. This Agreement shall expire on the final maturity date of the Bonds, unless the parties shall sooner terminate this Agreement by mutual agreement; provided, however, that the end of said term shall not be advanced nor shall this Agreement expire or be terminated so long as the Bonds shall be outstanding; provided, further, that when the Authority shall have fully paid (or provided for the payment of) all of the principal and interest on the Bonds, this Agreement shall automatically terminate.

Section 3.2 (a) Rent. During the Leasehold Term the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), rent payments (“Rent”), semiannually two business days prior to March 1 and two business days prior to September 1 of each year commencing two business days prior to

The obligation of the Municipality to pay Rent and Additional Rent is conditioned upon annual appropriation of the Rent payment by the Municipality. The parties acknowledge that the Leased Property is being leased at its fair market value.

(c) For as long as any of the Bonds remain outstanding, the Municipality will maintain a debt limit capacity such that the combined outstanding principal amount of (i) the Municipality's general obligation bonds or notes or certificates of indebtedness and (ii) the maximum annual debt service on the Bonds (\$517,243), shall at no time exceed the Municipality's constitutional debt limit.

Section 3.3 Debt Service on Bonds. The Authority covenants and agrees that the Rent payable hereunder shall be used only to pay the principal of and interest on the Bonds, as provided in the Resolution and that no Rent shall be used to pay operating expenses of the Authority.

The Authority covenants and agrees that the Additional Rent payable hereunder shall be used only to fund or replenish the Reserve Account.

Section 3.4 Payment of Costs and Expenses. If the Municipality defaults under any provisions of this Agreement and the Authority employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the Municipality herein contained, the Municipality agrees that it will on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

Section 3.5 Not Debt. Notwithstanding any provision to the contrary herein, by implication or otherwise, the obligations of the Municipality created by or arising out of this Agreement shall not be general debt obligations of the Municipality and do not constitute or give rise to charges against its general credit or taxing powers.

Section 3.6 Repairs and Maintenance. The Municipality covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.

Section 3.7 Utilities. The Municipality agrees to pay or cause to be paid all charges for gas, electricity, light, heat and power, telephone or other communication service, and any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the Authority and save it harmless against any liability or damages on such account. The Municipality shall also procure any and all necessary permits, licenses, easements, or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

Section 3.8. Prepayment. The Authority authorizes the Municipality, in its stead, to call the Bonds for redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Resolution, provided that the Municipality shall prepay its Rent hereunder so

extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.4 Compliance with Laws and Regulations. The Municipality agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the Municipality and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The Municipality will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.

Section 4.5 Alterations and Additions to Leased Property. The Municipality shall have the right at any time and from time to time during the Leasehold Term, without liability to the Authority, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the Municipality shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the Rent value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Municipality may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.

Section 4.6 Covenants Against Waste. The Municipality covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

Section 4.7 Municipal Budget; Consequences of Non-Appropriation; Non-Substitution. The Municipality hereby covenants that its staff will include the Rent and Additional Rent to become due hereunder in its annual budget submitted to the Common Council of the Municipality for approval during each year of the Leasehold Term, and further covenants that its staff will request the necessary appropriation from the Common Council and will exhaust all available administrative reviews and appeals in the event that portion of the budget is not approved. The Municipality reasonably believes, expects and intends that funds will be budgeted and appropriated sufficient to make all payments of Rent and Additional Rent during the term of this Lease Agreement.

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State; or to another entity or entities if, in the opinion of nationally recognized municipal bond counsel, such sublease will not cause the Municipality to violate its tax covenant in Section 4.8 hereof; provided that in no event shall any sublease to an agency or department or political subdivision of the State or Federal government, individually or collectively with other such subleases, cover more than 50% of available floor space in the Leased Property, nor shall any sublease be made to an organization or organizations involved in commercial or otherwise ineligible activities, if such sublease, individually or collectively with other such subleases, would cover 25% or more of available floor space in the Leased Property;

(b) This Lease, and the obligations of the Municipality hereunder, shall at all times during the Leasehold Term remain obligations of the Municipality, and the Municipality shall maintain its direct relationships with the Authority notwithstanding any sublease;

(c) The Municipality shall furnish or cause to be furnished to the Authority a copy of any sublease agreement;

(d) All Rent payments by the sublessee under the sublease shall be paid directly to the Authority to be applied as Rent, but such sublease shall not relieve the Municipality from its liability to pay the Authority such Rent, as set forth herein, if the sublessee fails to make any such Rent payment(s);

(e) The Mortgage permits such sublease; and

(f) The Government consents to such sublease.

Except pursuant to the Mortgage or as permitted in this Section 5.1, so long as the Bonds are outstanding, neither the Authority nor the Municipality shall mortgage, assign or pledge its interests in the Leased Property or any Rent payable with respect thereto.

Section 5.2 Priority of Lease. No sublessee or assignee of the Leased Property shall mortgage, assign or pledge its interest in the Leased Property or any Rent payable with respect thereto unless such mortgage, assignment or pledge is subordinate to this Agreement. Any sublease of the Leased Property by a sublessee shall comply with all requirements of Section 5.1 above for a sublease of the Leased Property by the Municipality.

Section 5.3 Mortgage. The Municipality acknowledges that the Authority has entered into the Mortgage as a long-term mortgage on the Leased Property for as long as any of the Bonds remain outstanding and covenants that it will not take any action that would cause the Authority to breach the terms of the Mortgage or the Lease, provided, however, that notwithstanding the foregoing or any provisions of the Mortgage, payment of all Rent and Additional Rent hereunder is and remains expressly conditioned upon annual appropriation by the Common Council and failure of the Common Council to appropriate any Rent or Additional Rent shall not constitute a breach of this Section 5.3.

(b) title to the Leased Property shall, without any further payment, be transferred to the Municipality, and the Authority shall execute any document of conveyance reasonably requested by the Municipality to evidence such transfer.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Amendments. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties and by the Government hereto.

Section 7.2 Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.3 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 7.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 7.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.6 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Municipality:

City Administrator
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

If to the Authority:

Executive Director
Community Development Authority of the City of Baraboo
101 South Boulevard
Baraboo, WI 53913

full of the Bonds. This Agreement shall be binding upon and inure to the benefit of the Municipality and the Authority and shall constitute a third party beneficiary contract for the benefit of the Owners of the Bonds. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give any person other than the Municipality, the Authority and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of the Municipality, the Authority and the Owners of the Bonds.

[Signature Page Follows]

EXHIBIT A
DESCRIPTION OF THE PROJECT PROPERTY

Site of the building: Parcel Number 206-1776-00000 located at 101 South Boulevard

Site of the roundabout: A parcel of land in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin described as follows:

The existing road right-of-way of South Blvd lying between the south end of the Baraboo River Bridge and the north end of the Wisconsin Department of Transportation's Railroad right-of-way that is located between Quarry Street and Lynn Street; and the westerly 200 feet of the existing road right-of-way of Lynn Street lying between South Blvd and Vine Street.

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

“Additional Rent” means the additional Rent payable by the Municipality pursuant to Section 3.2(b) hereof.

“Annual Debt Service Requirement” means the amount of principal and interest payable on the Bonds in any year.

“Authority” means the Community Development Authority of the City of Baraboo, Wisconsin, a Wisconsin municipal corporation.

“Bonds” means the Community Development Lease Revenue Refunding Bonds, dated June 28, 2018, issued by the Authority in the principal amount of \$12,380,000 to provide financing for the acquisition of the Project Property and the Project.

“Commencement Date” means the date of commencement of the Leasehold Term as provided in Section 3.1 hereof.

“Debt Service Fund” means the Debt Service Fund established by the Authority in connection with the issuance of the Bonds.

“Fiscal Agent” means the Executive Director of the Authority.

“Government” means the United States of America, acting through Rural Development, United States Department of Agriculture, the Purchaser of the Bonds.

“Leased Property” means the Project Property and all improvements and fixtures thereto.

“Leasehold Term” means the term of this Agreement as provided in Section 3.1 hereof.

“Mortgage” means the Mortgage mortgaging the Leased Property made as of the date hereof from the Authority to the Government.

“Municipality” means the City of Baraboo, Wisconsin, a municipal.

“Municipality Representative” means the Mayor, the City Clerk or such other officer of the Municipality appointed by the City Council to act on behalf of the Municipality under this Agreement.

“Owner” or “Owners” means the registered owner of the Bonds.

“Project” means a program of community redevelopment to be carried out by the Authority on the Project Property, consisting of financing or refinancing the acquisition of property and the construction of a new public safety building which will house the Police Department and Municipality administrative offices.

September 1, 2018. The rent payable two days prior to March 1 shall be an amount equal to the sum of the following:

- (1) The amount of principal payable on the Bonds on the next March 1; and
- (2) The amount of interest payable on the Bonds on the next March 1.

The rent payable two days prior to September 1 shall be an amount equal to the amount of interest payable on the Bonds on the next September 1.

An estimated schedule of principal and interest payments on the Bonds is shown on Exhibit B attached hereto and incorporated by this reference. Such schedule is merely an estimate of the interest due on each date and the Government will provide semi-annual invoices with the exact amount of principal and interest coming due on the Bonds. The schedule includes the exact amount of principal due each March 1.

The amount of any Rent payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality and other monies on deposit in the Debt Service Fund for the Bonds (excluding monies on deposit in the Reserve Account which shall only be applied to reduce the amount of the Rent payable in connection with the final principal payment date on the Bonds).

The Municipality hereby covenants and agrees to pay Rent in full on the dates due even if the proceeds of the Bonds are insufficient to pay the entire cost of the Project and the Municipality must find additional sources of funds to complete the Project.

(b) Additional Rent. Two business days prior to each March 1 and September 1 during the Leasehold Term beginning two business days prior to September 1, 2018, the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), additional Rent payments (“Additional Rent”) of \$25,863 until an amount equal to the Reserve Requirement is accumulated in the Reserve Amount. If thereafter during the Leasehold Term, the amount on deposit in the Reserve Account for the Bonds falls below the Reserve Requirement, the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), Additional Rent monthly on the first day of each month until the Reserve Requirement is again on deposit in the Reserve Account. The Additional Rent payable each month shall be equal to the initial amount of the deficit in the Reserve Account, divided by the number of months initially remaining to the next interest payment date on the Bonds. This Additional Rent shall become payable upon receipt by the Municipality of notice of a deficiency in the Reserve Account.

The amount of Additional Rent payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality or other monies deposited into the Reserve Account.

that the Rent suffices to pay the principal of, premium, if any, and interest on the Bonds due at the time of redemption. The Municipality agrees that it shall not make any prepayments of Rent due under this Lease without calling for redemption the applicable Bonds, without the consent of the Authority.

ARTICLE IV

COVENANTS OF MUNICIPALITY

Section 4.1 Restriction on Use. The Municipality covenants that the Leased Property shall be used for public purposes. The Authority covenants and agrees that the Leased Property shall be and remain open to and available for public use to the same extent and in the same manner as if the Leased Property were owned by the Municipality. The Municipality and the Authority agree that, during the term hereof, no portion of the Leased Property shall be sold to, leased to or otherwise used by a private party for an amount which would cause the Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

Section 4.2 Public Liability Insurance. The Municipality, at its expense, shall maintain or cause to be maintained during the Leasehold Term general public liability insurance against all claims for personal injury, death or property damage for which the Authority or the Municipality might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon; in the amount of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate per year in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon. The Authority shall be a named insured.

Section 4.3 Hazard Insurance. (a) The Municipality, at its expense, shall cause any structures that are part of the Leased Property to be continually insured during the Leasehold Term against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property.

(b) In case of damage, loss or destruction of the Leased Property, or any part thereof, or any lost fixtures or equipment thereof during the Leasehold Term, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be used and applied by the Municipality as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to the condition existing prior to such damage, loss or destruction.

(c) In consideration of the provisions of this Agreement giving and granting to the Municipality exclusive possession, custody and control of the Leased Property, the Municipality hereby assumes all risks during the Leasehold Term in connection with any damage, loss or destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, the Municipality covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove in this Section 4.3 provided, or, to the

If the Common Council of the Municipality in any year does not budget and appropriate the Rent and Additional Rent to become due during the next succeeding year, the Municipality will provide written notice to that effect to the Authority, to the Fiscal Agent and to the Government, no later than 15 days after adoption and approval of that annual budget. This Lease Agreement shall terminate 30 days after notice of any non-appropriation has been given by the Municipality to the Authority (the "Termination Date") unless, prior to such date, the Municipality adopts an amendment to its budget appropriating the Rent and Additional Rent becoming due or otherwise provides for the payment of such Rent and Additional Rent.

The Municipality shall, upon such termination, and no later than the Termination Date, peacefully quit, surrender and deliver up to the Authority, its successors or assigns, the Leased Property in good condition, ordinary wear and tear excepted. Upon such termination, in the event any of the Leased Property has become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, the Municipality shall repair or replace such Leased Property at the Municipality's sole cost prior to surrender of the Leased Property to the Authority, with said repair or replacement subject to the Authority's reasonable approval.

The Municipality will also, whether or not the Rent and Additional Rent due under this Agreement are budgeted and appropriated, furnish the Authority, the Government and the Fiscal Agent with a copy of its annual budget within 15 days of its adoption. All obligations of the Municipality arising under this Lease Agreement during the Municipality's occupancy of the Leased Property shall survive this Lease Agreement.

Section 4.8 Tax Covenant. The Municipality and the Authority covenant for the benefit of the Owners of the Bonds that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Municipality and the Authority or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its excludability from gross income for federal income tax purposes under Section 103 of the Code and applicable Regulations, or (ii) would cause interest on the Bonds to lose its excludability from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject the Municipality or the Authority to any penalties under Section 148 of the Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Bonds, until the date on which all obligations of the Municipality and the Authority in fulfilling the above covenant under the Code have been met.

ARTICLE V

ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 5.1 Assignment and Subleasing by the Municipality. This Lease may not be assigned by the Municipality for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Municipality without the necessity of obtaining the consent of the Authority, subject, however, to each of the following conditions:

ARTICLE VI

CONDITIONS OF LEASE

Section 6.1 Merger of Interest. It is mutually agreed by the parties hereto that so long as the Bonds are outstanding, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the Municipality in the Leased Property.

Section 6.2 Right to Inspect. The Municipality covenants and agrees during the Leasehold Term to permit the Authority and the authorized agents and representatives of the Authority or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.3 Character of Lease. It is mutually agreed that the Lease granted under this Agreement is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended and the Municipality expressly covenants and agrees that all Rent and other payments herein required to be made by the Municipality to the Authority shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Property or any part thereof, all such obligations being the responsibility of the Municipality.

Section 6.4 Condition of Premises. The Municipality, prior to the occupancy thereof, and at all times thereafter, shall fully familiarize itself with the physical condition of the Project Property and any improvements, fixtures and equipment thereof. The Authority makes no representations whatever in connection with the condition of the Project Property or the improvements, fixtures or equipment thereof, and the Authority shall not be liable for any latent or patent defects therein. The Project Property is leased to the Municipality "As Is" in all respects.

Section 6.5 Consent to Suit. The Municipality hereby consents and agrees to the institution of any and all actions, including mandamus, against the Municipality or any of its officers which may arise out of this Agreement and, to the extent permitted by law, the Municipality waives resort prior to the bringing of any such action by the Authority, as lessor hereunder, or its assignees to any administrative claim procedure provided in the Wisconsin Statutes.

Section 6.6 Transfer of Title to the Municipality - Conditions. Upon full and final payment of all Bonds (or if all Bonds shall, prior to maturity or redemption date thereof, have been discharged within the meaning of the Resolution) and of all amounts due under this Lease Agreement,

- (a) this Lease Agreement shall terminate and neither the Municipality nor the Authority nor any Owner of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested; and

If to the Government:

Rural Development, United States Department of Agriculture
Attention: Julie Giese
5417 Clem's Way
Stevens Point, WI 54482

If to the Fiscal Agent:

Community Development Authority of the City of Baraboo
101 South Boulevard
Baraboo, WI 53913

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

Section 7.7 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 7.8 No Waivers. Failure of the Authority or the Municipality to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Authority shall not be deemed to be a waiver of any preceding breach by the Municipality of any term, covenant or condition of this Agreement, other than the failure of the Municipality to pay the particular Rent so accepted, regardless of the Authority's knowledge of such preceding breach at the time of acceptance of such rent.

Section 7.9 Recording. Either party hereto may record this Lease Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Register of Deeds for Sauk County, Wisconsin.

Section 7.10 No Personal Liability. Under no circumstances shall any officer, elected official or employee of the Municipality of the Authority have any personal liability arising out of this Lease Agreement, nor shall any party seek or claim any such personal liability.

Section 7.11 Beneficiaries of Agreement. This Agreement has been entered into by the Municipality and the Authority for the benefit of the Municipality, the Authority and the Owners of the Bonds, and is not revocable by the Municipality or the Authority prior to the payment in

IN WITNESS WHEREOF, the City of Baraboo, Wisconsin, has caused this Lease Agreement to be executed by its Mayor and City Clerk and its seal affixed, and the Community Development Authority of the City of Baraboo, Wisconsin, has caused this Lease Agreement to be executed by its Executive Director all as of the day and year first hereinabove set forth.

CITY OF BARABOO, WISCONSIN

By: _____
Michael Palm, Mayor

By: _____
Brenda Zeman, City Clerk

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
BARABOO, WISCONSIN**

By: _____
Carolyn Wastlund, Chairperson

By: _____
Patrick A. Cannon, Secretary/Executive Director

EXHIBIT B
ESTIMATED SCHEDULE OF PRINCIPAL
AND INTEREST PAYMENTS ON THE BONDS

CONTRIBUTION AND COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 28th day of June, 2018, by and between the Community Development Authority of the City of Baraboo, Wisconsin (the "Authority") and the City of Baraboo, Wisconsin (the "City")

WITNESSETH:

WHEREAS, the Authority was created by the Common Council of the City pursuant to the provisions of Section 66.1335, Wisconsin Statutes (the "Act"); and

WHEREAS, under the provisions of the Act, community development authorities have the power to purchase real property necessary or incidental to a redevelopment project; to lease, sell or otherwise dispose of the same in accordance with a redevelopment plan; and to issue bonds and other forms of indebtedness; and

WHEREAS, the Authority has undertaken and financed a program of blight elimination and community development on certain blighted property located in the City, consisting of financing the acquisition of the blighted property and constructing a public safety building which will house the Police Department and City administrative offices and related projects (collectively, the "Project"); and

WHEREAS, the Authority intends to issue \$12,380,000 Community Development Lease Revenue Refunding Bonds, dated June 28, 2018 (the "Bonds") to provide funds to refinance the acquisition of the property on which the Project is located and construction of the Project; and

WHEREAS, the Authority has requested that the City assist in providing additional support to facilitate the marketing of the Bonds; and

WHEREAS, the Project and the issuance of the Bonds will assist the Authority in carrying out the purposes for which it was created;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the City and the Authority hereinafter set forth, the City and the Authority do hereby agree and covenant as follows:

ARTICLE I

COVENANTS OF THE AUTHORITY

Section 1.1. The Authority will accomplish the financing of the Project on a long-term basis through the issuance of the Bonds.

Section 1.2. The Authority will provide access to all of its books and records relating to the Bonds to the City's financial officials, or their designees, during the normal business hours of the Authority. Upon request, said officials or designees shall be permitted to make copies of said books and records, or any portions thereof.

ARTICLE II

COVENANTS OF THE CITY

Section 2.1. The City agrees to make semi-annual payments of \$25,863 on March 1 and September 1 of each year beginning September 1, 2018 to the Fiscal Agent for the Authority (as appointed and acting under the resolution authorizing the issuance of the Bonds) until the Reserve Account is funded in an amount equal to the Reserve Requirement (\$517,243) as defined in the resolution adopted by the Authority authorizing the issuance of the Bonds (the "Reserve Requirement"). If, at any time thereafter, the balance in the Reserve Account falls below the Reserve Requirement, the City covenants that it will pay to the Fiscal Agent for the Authority (as appointed and acting under the resolution authorizing the issuance of the Bonds) an amount sufficient to restore the Reserve Account to the Reserve Requirement. For the purpose of determining the balance in the Reserve Account, investments held therein shall be valued at cost plus interest accrued thereon. The payments to be made under this Section 2.1 are payable solely out of any funds available and appropriated by the Common Council for that purpose.

Section 2.2. On or before November 1 of each year the Authority will file with the City Clerk and the United States of America, acting through Rural Development, United States Department of Agriculture (the "Government"), the original purchaser of the Bonds, the Authority's estimate of the amount of the City's obligation under Section 2.1 of this Agreement during the next succeeding fiscal year, and the staff of the City will include such amount in the City budget as submitted to the Common Council for the next succeeding fiscal year. If the Common Council in any year does not budget and appropriate the amount of the City's obligation as estimated by the Authority, the City will provide written notice to that effect to the Authority, to the Fiscal Agent for the Bonds (the "Fiscal Agent"), and to the Government no later than 15 days after adoption and approval of the annual budget for that year.

At any time that the balance in the Reserve Account falls below the Reserve Requirement, the Authority will immediately file with the City Clerk its written claim for the amount due to the Authority under Section 2.1 hereof, which claim shall be processed pursuant to applicable provisions of the Wisconsin Statutes then in effect.

Within 30 days of receipt of a claim from the Authority, the City will pay to the Fiscal Agent for the Authority monthly on the first day of each month, an amount equal to the initial amount of the deficit in the Reserve Account, divided by the number of months initially remaining to the next interest payment date on the Bonds, said amounts being payable out of any funds available and appropriated by the Common Council for that purpose, until the Reserve Requirement is again on deposit in the Reserve Account.

Any payment by the City pursuant to Section 2.1 shall be a donation in assistance of the Authority, and the Authority shall not be liable for any repayment thereof.

ARTICLE III

OTHER PROVISIONS

Section 3.1. This Agreement is made for the benefit of the City, the Authority and the owner or owners of the Bonds, and any payments receivable hereunder by the Authority from the City may be pledged and assigned by the Authority as security for the payment of the principal of and interest on the Bonds. This Agreement shall constitute a third party beneficiary contract for the benefit of the beneficial owner or owners of the Bonds.

Section 3.2. This Agreement shall not be abrogated, amended, modified or supplemented at any time when any Bonds are outstanding and unpaid, without the consent of the owners of all of the Bonds which are outstanding and have not been discharged.

Section 3.3. This Agreement shall not have any effect whatsoever, and shall be absolutely void, unless and until the Bonds have been issued, sold and delivered.

Section 3.4. In case any section, subsection or clause of this Agreement shall be held invalid, the invalidity thereof shall not affect any other portion of this Agreement and all other portions of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the City and the Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

CITY OF BARABOO, WISCONSIN

(SEAL)

By: _____
Michael Palm
Mayor

Brenda Zeman
City Clerk

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BARABOO, WISCONSIN

By: _____
Carolyn Wastlund
Chairperson

Patrick A. Cannon
Executive Director/Secretary

Background: The City has budgeted for the installation of new sidewalk in 2018 as directed by the Public Safety Committee, where none previously existed, as follows:

- Vine Street (between Lynn Street and the Baraboo River) – approximately 575 sq ft.
- 4th Street (between Washington Ave & Jefferson Street) – approximately 7,250 sq ft.
- 16th Street (between Roblee Rd & Elizabeth Street) – approximately 3,950 sq ft.

And new curb & gutter was planned for the following locations:

- Vine Street (between Lynn Street and the Baraboo River) – approximately 165 feet.

The City’s policies dictate that the cost of new sidewalk be assessed against abutting properties.

The following Resolution is the final step in the statutory process to assess the cost of these new improvements against the affected properties.

Fiscal Note: (4 one) [] Not Required [x] Budgeted Expenditure [] Not Budgeted Comments

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN BARABOO, WISCONSIN

WHEREAS, the governing body of Baraboo, Wisconsin, held a public hearing in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 at 7:00 p.m. on the 12th day of June 2018, for the purpose of hearing all interested persons concerning the Preliminary Resolution and report of the City Engineer and final assessments against benefited properties on the proposed public improvements consisting of installation of curb and gutter and heard all persons who desired to speak at the hearing.

The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICTS

New Sidewalk – That property on:

- Vine Street (from Lynn Street to the Baraboo River) – approximately 5750 sq ft.
- 4th Street (from Washington Ave to Jefferson Street) – approximately 1,450 sq ft.
- 16th Street (from Roblee Rd to Elizabeth Street) – approximately 3,950 sq ft.

New Curb & Gutter – That property on:

- Vine Street (from Lynn Street to the Baraboo River) – approximately 165 feet.

NOW, THEREFORE, BE IT RESOLVED, the City of Baraboo, Wisconsin, determines as follows:

1. The Report of the City Engineer, a copy of which is on file in the office of the City Engineer is incorporated herein by reference as if fully set forth herein, and the plans and specifications and assessments set forth therein are adopted and approved.

2. The City Engineer has advertised for bids and will supervise the construction of

the improvements in accordance with the report hereby adopted.

3. Payment for the improvements shall be made by assessing 100% of the final construction cost to the property benefited as indicated in the report.

4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

6. The assessments shall be paid to the City Treasurer in full within 30 days from the date of invoice, except that the following payment options are available:

- Pay in full within 30 days to avoid interest charges.
- 3-year installment agreement for assessments between \$500 and \$1,000. Pay 1/3 down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 5-year installment agreement for assessments between \$1,000 and \$5,000. Pay 1/5th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 7-year installment agreement for assessments between \$5,000 and \$9,999. Pay 1/7th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 10-year installment agreement for assessments over \$10,000. Pay 1/10th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- Financial Hardship. A property owner who has a household income which is 80% or less of the medium income in Sauk County based upon the current published figures shall be eligible to repay the City for the assessment at the rate of \$100 per year plus annual interest of 1% until paid. The Community Development Authority staff shall verify low-income

eligibility and shall make a recommendation as to such eligibility to the City Council. If there is an outstanding balance at the time of sale of the property, the remaining balance shall become due. A property owner requesting financial hardship eligibility shall submit a copy of their current year State of Wisconsin tax return if filed, or otherwise show proof of annual household income.

- **Balance on Tax Roll.** If the property owner does not pay in full within 30 days from the invoice date or qualify for an installment plan, the entire balance will be placed on the next tax roll for collection with interest added at 1% per month.

In all cases, the deferral of payment shall become immediately due and payable to the City, without notice, if the property owner defaults in the payment of any installment for a period of 30 days following the specified due date thereof, or if the property owner shall transfer, sell or convey any legal or equitable interest in the lot or parcel subject to the special tax herein. If all or any part of any installment payment is not made in accordance with the terms of this resolution, the entire unpaid principal balance, together with the accrued interest thereon, shall at the City's option shall be deemed to be delinquent and said amount shall be extended upon the current or next tax roll as a delinquent special tax against the subject lot or parcel of land and immediately upon being placed on the tax roll as a delinquent special tax, interest shall accrue thereon at the then existing rate for delinquent taxes and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special packs.

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

Dated _____

Signed _____

Michael Palm, Mayor

Published _____

Attest _____

Brenda Zeman, City Clerk

Offered by: Public Safety Committee

Approved: _____

Motion:

Second:

Attest: _____

RESOLUTION NO. 2018

Dated: June 12, 2018

The City of Baraboo, Wisconsin

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

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

That the Compliance Maintenance Annual Report for the Wastewater Plant for 2017 is hereby approved.

Offered by: Public Safety Committee
Motion:
Second:

Approved: _____
Attest: _____

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	1.5348	x	244	x	8.34	=	3,120
February	1.5239	x	236	x	8.34	=	3,001
March	1.6171	x	226	x	8.34	=	3,043
April	1.6950	x	223	x	8.34	=	3,157
May	1.6152	x	225	x	8.34	=	3,029
June	1.5403	x	239	x	8.34	=	3,070
July	1.7819	x	204	x	8.34	=	3,034
August	1.5526	x	213	x	8.34	=	2,762
September	1.4357	x	224	x	8.34	=	2,685
October	1.4429	x	226	x	8.34	=	2,720
November	1.3910	x	243	x	8.34	=	2,819
December	1.4035	x	257	x	8.34	=	3,003

2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	2.8	x	90	=	2.52
		x	100	=	2.8
Design (C)BOD, lbs/day	4346	x	90	=	3911.4
		x	100	=	4346

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?
 Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes

gallons

No

Holding Tanks

Yes

gallons

No

Grease Traps

Yes

gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Sauk County Landfill

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	10	1	0	0
February	30	27	10	1	0	0
March	30	27	10	1	0	0
April	30	27	9	1	0	0
May	30	27	10	1	0	0
June	30	27	11	1	0	0
July	30	27	7	1	0	0
August	30	27	10	1	0	0
September	30	27	10	1	0	0
October	30	27	12	1	0	0
November	30	27	11	1	0	0
December	30	27	10	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

None

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

2017-02-09

No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	7	1	0	0
March	30	27	6	1	0	0
April	30	27	5	1	0	0
May	30	27	4	1	0	0
June	30	27	4	1	0	0
July	30	27	3	1	0	0
August	30	27	8	1	0	0
September	30	27	8	1	0	0
October	30	27	8	1	0	0
November	30	27	8	1	0	0
December	30	27	6	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

None

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.146	1	0
February	1	0.176	1	0
March	1	0.175	1	0
April	1	0.197	1	0
May	1	0.152	1	0
June	1	0.156	1	0
July	1	0.117	1	0
August	1	0.176	1	0
September	1	0.246	1	0
October	1	0.404	1	0
November	1	0.155	1	0
December	1	0.127	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

None

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

2169.20 acres

2.1.2 How many acres did you use?

182.1 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 007 - CLASS B SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														0	0

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Outfall No. 002 - CLASS A SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			<1	5.5					4.8		11.1			0	0
Cadmium		39	85			<.07	.21					.29		.11			0	0
Copper		1500	4300			134	154					156		265			0	0
Lead		300	840			8	9.9					9.8		12.5			0	0
Mercury		17	57			.12	.067					.36		.15			0	0
Molybdenum	60		75			2.7	2.1					3.2		36.1		0		0
Nickel	336		420			5.1	4.5					4.9		181		0		0
Selenium	80		100			2.4	2.4					<.75		4.6		0		0
Zinc		2800	7500			112	160					88.7		357			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2017 - 03/31/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	PFRP Equivalent
Process Description:	pH is raised above 12 for a 72 hour period. Fecal coliform was < 10

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Last Updated: Reporting For:
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Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	
Sample Dates:	01/01/2017 - 03/31/2017
Density:	
Sample Concentration Amount:	
Requirement Met:	Yes
Land Applied:	No
Process:	Alkaline Stabilization
Process Description:	pH is raised to above 12 for 24 hour period

Outfall Number:	007
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2017 - 06/30/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	PFRP Equivalent
Process Description:	pH is raised above 12 for a 72 hour period Fecal coliform is <10

Outfall Number:	007
Biosolids Class:	B
Bacteria Type and Limit:	
Sample Dates:	04/01/2017 - 06/30/2017
Density:	
Sample Concentration Amount:	
Requirement Met:	Yes
Land Applied:	Yes
Process:	Alkaline Stabilization
Process Description:	pH is raised above 12 for 24 hour period

Outfall Number:	007
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2017 - 09/30/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	PFRP Equivalent
Process Description:	pH is raised above 12 for 72 hour period fecal coliform is <10, samples taken on same day at different times

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Outfall Number:	007		
Biosolids Class:	B		
Bacteria Type and Limit:			
Sample Dates:	07/01/2017 - 09/30/2017		
Density:			
Sample Concentration Amount:			
Requirement Met:	Yes		
Land Applied:	Yes		
Process:	Alkaline Stabilization		
Process Description:	pH is raised above 12 for a 24 hour period		
Outfall Number:	007		
Biosolids Class:	A		
Bacteria Type and Limit:	Fecal Coliform		
Sample Dates:	10/01/2017 - 12/31/2017		
Density:	0		
Sample Concentration Amount:	MPN/G TS		
Requirement Met:	Yes		
Land Applied:	Yes		
Process:	PFRP Equivalent		
Process Description:	pH is raised above 12 for 72 hour period fecal coliform was <10		
Outfall Number:	007		
Biosolids Class:	B		
Bacteria Type and Limit:			
Sample Dates:	10/01/2017 - 12/31/2017		
Density:			
Sample Concentration Amount:			
Requirement Met:	Yes		
Land Applied:	Yes		
Process:	Alkaline Stabilization		
Process Description:	pH raised above 12 for a 24 hour period		
<p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p>			

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Outfall Number:	002
Method Date:	03/31/2017
Option Used To Satisfy Requirement:	pH Adjustment of Sludge
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	002
Method Date:	03/31/2017
Option Used To Satisfy Requirement:	pH Adjustment of Sludge
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	007
Method Date:	06/30/2017
Option Used To Satisfy Requirement:	pH Adjustment of Sludge
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	007
Method Date:	06/30/2017
Option Used To Satisfy Requirement:	pH Adjustment of Sludge
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	007
Method Date:	09/30/2017
Option Used To Satisfy Requirement:	pH Adjustment of Sludge
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

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Outfall Number:	007		0
Method Date:	09/30/2017		
Option Used To Satisfy Requirement:	pH Adjustment of Sludge		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
Outfall Number:	007		0
Method Date:	12/31/2017		
Option Used To Satisfy Requirement:	pH Adjustment of Sludge		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
Outfall Number:	007		0
Method Date:	12/31/2017		
Option Used To Satisfy Requirement:	pH Adjustment of Sludge		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>We will be installing a centrifuge this summer. It will be replacing a belt press. A new cemen-tech has also been purchased to replace current one</p> </div>			

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (Continue with question 2) <input type="radio"/> No (40 points) <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <ul style="list-style-type: none"> <input checked="" type="radio"/> Paper file system <input type="radio"/> Computer system <input type="radio"/> Both paper and computer system <input type="radio"/> No (10 points) 	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No 	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Excellent <input type="radio"/> Very good <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Poor <p>Describe your rating:</p>	

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Equipment is put on a strick maintenance schedule and documented when completed. Any problems that occur are addressed in a timely manor.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) <p>Name: <input style="width: 150px;" type="text" value="EUGENE J DORO"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="06738"/></p>	0																																																																																								
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th colspan="2">WWTP</th> <th colspan="2">OIC</th> </tr> <tr> <th>Advanced</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td></td><td>X</td><td></td><td></td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td>X</td><td></td><td></td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>P</td><td>Total Phosphorus</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>L</td><td>Laboratory</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td>X</td><td>NA</td><td>NA</td><td>NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2016; subclass SS is basic level only.)</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) 	Sub Class	SubClass Description	WWTP		OIC		Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X			X	A2	Attached Growth Processes		X			A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural		X			A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X			X	C	Biological Solids/Sludges	X			X	P	Total Phosphorus	X			X	N	Total Nitrogen					D	Disinfection	X			X	L	Laboratory	X			X	U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	NA	NA	0
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<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> One or more additional certified operators on staff <input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0																																																																																								
<p>4. Continuing Education Credits</p>																																																																																									

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Jan Bance"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(608) 355-2740"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="jbalance@cityofbaraboo.com"/></p>																
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2017"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	0															
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2017"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: center;"><input style="width: 150px;" type="text" value="866,746.70"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="866,746.70"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="62,193.84"/></td> </tr> <tr> <td></td> <td style="text-align: right;">+</td> <td></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="866,746.70"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="866,746.70"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="62,193.84"/>		+		
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="866,746.70"/>														
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	+															

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 928,940.54

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

None

3.3 What amount should be in your Replacement Fund?

\$ 546,340.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replace Jet Vac	150000	2018
2	Replace Pickup	32800	2019
3	Replace existing belt filter press.	1000000	2018
4	Replace existing biosolids conditioning equipment.	750000	2018
5	Replace Biosolids Loader	100000	2019

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	454	
February	359	
March	378	
April	331	
May	328	
June	400	
July	358	
August	378	
September	331	
October	382	
November	347	
December	397	
Total	4,443	0
Average	370	0

6.1.2 Comments:

None

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

None

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

None

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	75,200	47.58	1,580	96.72	778	1,272
February	66,800	42.67	1,566	84.03	795	1,107
March	64,400	50.13	1,285	94.33	683	795
April	70,800	50.85	1,392	94.71	748	547
May	68,800	50.07	1,374	93.90	733	89
June	91,200	46.21	1,974	92.10	990	31
July	95,600	55.24	1,731	94.05	1,016	12
August	90,400	48.13	1,878	85.62	1,056	135
September	96,000	43.07	2,229	80.55	1,192	7
October	89,600	44.73	2,003	84.32	1,063	14
November	79,200	41.73	1,898	84.57	937	242
December	88,000	43.51	2,023	93.09	945	657
Total	976,000	563.92		1,077.99		4,908
Average	81,333	46.99	1,744	89.83	911	409

7.1.2 Comments:

None

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

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<div data-bbox="147 205 1463 260" data-label="Text"><p>[Empty text box]</p></div> <div data-bbox="115 266 352 298" data-label="Section-Header"><p>7.2.2 Comments:</p></div> <div data-bbox="139 312 217 344" data-label="Text"><p>None</p></div> <div data-bbox="100 407 612 443" data-label="Section-Header"><p>7.3 Future Energy Related Equipment</p></div> <div data-bbox="115 483 1401 552" data-label="Text"><p>7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?</p></div> <div data-bbox="126 564 204 594" data-label="Text"><p>None</p></div>
<div data-bbox="87 663 375 699" data-label="Section-Header"><p>8. Biogas Generation</p></div> <div data-bbox="100 741 813 779" data-label="Text"><p>8.1 Do you generate/produce biogas at your facility?</p></div> <div data-bbox="112 774 185 806" data-label="Text"><p><input checked="" type="radio"/> No</p></div> <div data-bbox="112 812 196 842" data-label="Text"><p><input type="radio"/> Yes</p></div> <div data-bbox="126 846 841 884" data-label="Text"><p>If Yes, how is the biogas used (Check all that apply):</p></div> <div data-bbox="139 879 315 913" data-label="Text"><p><input type="checkbox"/> Flared Off</p></div> <div data-bbox="139 917 362 951" data-label="Text"><p><input type="checkbox"/> Building Heat</p></div> <div data-bbox="139 955 355 989" data-label="Text"><p><input type="checkbox"/> Process Heat</p></div> <div data-bbox="139 993 444 1026" data-label="Text"><p><input type="checkbox"/> Generate Electricity</p></div> <div data-bbox="139 1029 266 1060" data-label="Text"><p><input type="checkbox"/> Other:</p></div> <div data-bbox="159 1068 1463 1123" data-label="Text"><p>[Empty text box]</p></div>
<div data-bbox="87 1182 446 1218" data-label="Section-Header"><p>9. Energy Efficiency Study</p></div> <div data-bbox="100 1260 1032 1295" data-label="Text"><p>9.1 Has an Energy Study been performed for your treatment facility?</p></div> <div data-bbox="112 1293 185 1323" data-label="Text"><p><input type="radio"/> No</p></div> <div data-bbox="112 1329 196 1358" data-label="Text"><p><input checked="" type="radio"/> Yes</p></div> <div data-bbox="126 1362 345 1398" data-label="Text"><p><input checked="" type="checkbox"/> Entire facility</p></div> <div data-bbox="139 1402 217 1434" data-label="Text"><p>Year:</p></div> <div data-bbox="237 1438 315 1467" data-label="Text"><p>2016</p></div> <div data-bbox="139 1480 285 1514" data-label="Text"><p>By Whom:</p></div> <div data-bbox="279 1516 514 1549" data-label="Text"><p>Focus On Energy</p></div> <div data-bbox="139 1556 467 1589" data-label="Text"><p>Describe and Comment:</p></div> <div data-bbox="152 1600 396 1635" data-label="Text"><p>Replaced lighting.</p></div> <div data-bbox="126 1650 407 1686" data-label="Text"><p><input type="checkbox"/> Part of the facility</p></div> <div data-bbox="139 1690 217 1722" data-label="Text"><p>Year:</p></div> <div data-bbox="240 1719 508 1764" data-label="Text"><p>[Empty text box]</p></div> <div data-bbox="139 1766 285 1801" data-label="Text"><p>By Whom:</p></div> <div data-bbox="282 1797 550 1839" data-label="Text"><p>[Empty text box]</p></div> <div data-bbox="139 1841 467 1877" data-label="Text"><p>Describe and Comment:</p></div> <div data-bbox="147 1879 1463 1934" data-label="Text"><p>[Empty text box]</p></div>

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
5/30/2018 2017

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue mercury program
Install flow lines in manholes to reduce backup
Identify potential FOG businesses
Develop template for FOG inspection

Did you accomplish them?

- Yes
- No

If No, explain:

Still working on identifying all the FOG customers.

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City Ordinance Chapter 13

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

2000-11-14

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance
- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories

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Last Updated: Reporting For:
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Up-to-date sewer system map
 A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="35"/>	% of system/year
Root removal	<input type="text" value="1"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="1"/>	% of system/year
Manhole inspections	<input type="text" value="30"/>	% of system/year
Lift station O&M	<input type="text" value="12"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1"/>	% of sewer lines rehabbed
Private sewer inspections		

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Private sewer I/I removal	<input type="text" value="0"/>	% of system/year
River or water crossings	<input type="text" value="100"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<input type="text"/>		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="40.56"/>	Total actual amount of precipitation last year in inches
<input type="text" value="36.03"/>	Annual average precipitation (for your location)
<input type="text" value="64"/>	Miles of sanitary sewer
<input type="text" value="3"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="15"/>	Number of complaints
<input type="text" value="1.54"/>	Average daily flow in MGD (if available)
<input type="text" value="1.78"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.23"/>	Complaints (number/sewer mile)
<input type="text" value="1.2"/>	Peaking factor ratio (Peak Monthly: Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly: Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

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5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

None

5.4 What is being done to address infiltration/inflow in your collection system?

None

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Last Updated: Reporting For:
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Grading Summary

WPDES No: 0020605

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

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing Body or Owner:	<input type="text"/>
Date of Resolution or Action Taken:	<input type="text"/>
Resolution Number:	<input type="text"/>
Date of Submittal:	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):	
Influent Flow and Loadings: Grade = A	<input type="text"/>
Effluent Quality: BOD: Grade = A	<input type="text"/>
Effluent Quality: TSS: Grade = A	<input type="text"/>
Effluent Quality: Phosphorus: Grade = A	<input type="text"/>
Biosolids Quality and Management: Grade = A	<input type="text"/>
Staffing: Grade = A	<input type="text"/>
Operator Certification: Grade = A	<input type="text"/>
Financial Management: Grade = A	<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	
<input type="text"/>	

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Last Updated: Reporting For:
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Grading Summary

WPDES No: 0020605

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

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

The City of Baraboo, Wisconsin

Background: This is a Resolution to approve the purchase of a new plow truck that will replace a 1995 Ford L-8000 plow truck. The preferred unit has a 2019 International HV507 chassis and a 2019 Henderson 11' Stainless Steel Dump Body with Universal Plow Equipment. The DPW currently utilizes Universal Truck Equipment packages on several other plowing units.

The purchase of this new truck is being recommended due to the age and accumulated hours of our current unit scheduled for replacement. The Ford L-8000 scheduled to be replaced will be sold via surplus auction upon arrival of the new unit. The purchase will be completed utilizing \$157,500 that was budgeted in our 2018 general fund capital budget and \$7,448.40 from the capital equipment fund. The \$7,448.40 would be replenished in the capital equipment fund once Ford L-8000 is sold at auction.

The Public Works Department obtained quotes from four separate chassis vendors to be used with the Henderson Body/Universal Plow Equipment, quoted at \$77,573. Lakeside International provided a price of \$87,375.40; Kriete Truck Center (Mack) provided a price of \$91,353.00; Quality Truck Care Center (Western Star) provided a price of \$87,763.00.00; and Truck Country (Freightliner) provided a price of \$87,377.00. After review of the four chassis manufacturers, we recommend the purchase of the International chassis based on pricing and program benefits that come with the purchase.

This matter was reviewed by the Finance Committee at their June 12th, 2018 meeting and they unanimously recommended the 2019 International chassis from Lakeside International with the Henderson Body/ Universal Plow Equipment at a total cost of \$164,948.40.

Fiscal Note: (one) [Not Required] [Budgeted Expenditure] [Not Budgeted] **Comments:** Package exceeds original budgeted amount by \$7,448.40 due to lack of current trade in. Sale of 1995 Ford L-8000 plow truck to take place after delivery of 2019 International HV507.

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

THAT the purchase of a new 2019 International HV507 chassis and a 2019 Henderson Body/ Universal Truck Plow Equipment at a combined cost of \$164,948.40 is hereby approved.

THAT the city applies \$7,448.40 from the Capital Equipment Replacement Fund. Funds to be replenished upon sale of 1995 Ford L-8000.

Offered by:
Motion:
Second:

Approved: _____
Attest: _____

The City of Baraboo, Wisconsin

Background: Bids were received on June 7, 2018 for this year’s scheduled Street Reconstruction Projects. The following is a tabulation of the bids:

Proposal A: Reconstruction of 3rd Avenue, 16th Street, & Vine Street

Dean Blum Excavating	<u>\$292,925.00</u>
J & J Underground	\$296,091.05

Proposal B: Reconstruction of Jefferson Street, 4th Street, and Mill Race Drive

Dean Blum Excavating	<u>\$402,549.00</u>
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The Public Safety Committee reviewed these bids at their June 11th 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:

Dean Blum Excavating	<u>\$292,925.00</u> – 3 rd Ave, 16 th St, & Vine St - Proposal A
Dean Blum Excavating	<u>\$402,549.00</u> – Jefferson St, 4 th St, & Mill Race Dr - Proposal B

Are hereby accepted and all other bids are rejected.

Offered by: Public Safety Committee
Motion:
Second:

Approved: _____
Attest: _____

The City of Baraboo, Wisconsin

Background: Part of the upgrades to the Water Recourse Recovery Facility is the replacement of the 1938 digester pumping and blower building. It will be replaced with a 50' x 100' insulated garage. Besides housing the existing equipment, it will have garage space for the Biosolids loader and the Sewer Cleaning truck.

This item is not part of the Clean Water Fund Loan. Using the CWFL would have imposed stricter regulations that would have made this garage building much more expensive.

The Sewer Utility budgeted \$150,000 for this project. Part of that budget number is \$30,000 for the in-kind work performed by our staff (concrete and electrical).

Following is a summary of the bids for this building project:

Brute Construction	\$102,775.00
Cleary Building	\$103,201.00
T2 Contracting	\$129,400.00
Athens Lumber	\$145,500.00

The Public Safety Committee reviewed these bids at their June 11th meeting and unanimously recommended award to the low bidder.

Fiscal Note: Not Required Budgeted Expenditure Not Budgeted
Comments

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

That the low bid of :

Brute Construction LLC, in the amount of \$102,775 is hereby accepted and all other bids are rejected.

Offered by: Public Safety Committee
Motion:
Second:

Approved: _____
Attest: _____



BIKE WISCONSIN

Wisconsin's Bicycle Touring Company

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May 18, 2018

Mike Hardy
Director & City Forester
City of Baraboo, WI
Baraboo Civic Center
124 2nd Street Room 17
Baraboo, WI 53913
mhardy@cityofbaraboo.com
(608) 355-2760

Dear Mike:

My name is Rob Layton and as I mentioned to you on the phone I am the owner and ride director of Bike Wisconsin and GRABAAWR, an annual bicycle tour across the entire state of Wisconsin from Eagle River to Prairie du Chien. This year, the tour will be stopping in Baraboo for the night on Tuesday, June 21st.

As I mentioned to you on the phone, I am writing to request the use of the Baraboo Civic Center as our main lodging site and the center of all event services during our visit to Baraboo. Although I was not the ride director at the time, my understanding is that the Civic Center has actually served as the main lodging site in previous years. A list of some of the services we are looking to provide and why we are specifically interested in using the facility is included on the next page. Please note that we can be *extremely* flexible and work around different logistic constraints including the volleyball tournament scheduled for that day.

I anticipate staff, participants, and support services will begin to arrive late morning on Thursday the 21st and depart by about 9:00 am the next morning. For planning purposes, I am estimating the number of participants to be about 75.

Once again Mike, thank you for your support of Bike Wisconsin and the GRABAAWR tour. We look forward to working with you and any other suggestions you may have in order to provide a successful event not just this year, but also for many years to come. With your cooperation, I know the tour will continue to be a huge success!

Sincerely,

Robert S. Layton
Owner



BIKE WISCONSIN

Wisconsin's Bicycle Touring Company

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Services Provided at the Main Lodging Site

Sleeping Areas (Indoors and Outside)

Participants will either lay out a sleeping bag and air mattress indoors or pitch a tent outdoors for the night, so we prefer facilities with large gyms or space inside and big fields surrounding them. Air conditioning is a big plus but not absolutely necessary.

Showers and Restrooms

We also look for facilities with ample restroom and shower facilities – a must after traveling many miles on a bicycle! If showers are not available at the facility, we can offer them at another location in town, such as a local swimming pool or recreation center.

Proximity to Town

We prefer facilities that are located in town rather than in the country so our participants can conveniently get dinner, groceries, bike repairs, etc. on their own.

Food Preparation and Serving

We will serve a continental style breakfast in the morning before we depart. Accordingly, it is very helpful to stay at facilities with a kitchen, refrigerator, and tables for participants to eat at. We will not need to use any equipment to cook or heat food and will not need a certified food service manager on site at any time.

Participants will be responsible for dinner on their own in town the previous night.

Parking Lot

We will need to load and unload baggage as well as tour supplies and gear from our support vehicles, which will need to be parked overnight.

Common Area

These are the best places for the staff to post any notices and/or announcements, and for us to run administrative details.

Interference with Other People

Finally, we want to cause minimal interference with any other activities or events going on.

Additional Information

Additional information concerning our main lodging sites can be found on our web site at www.bicycleillinois.com/policiesandprocedures/intownfacilitiesandservices/mainlodgingsite/mainlodgingsite.htm

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

PERMIT TYPE	2017						2018					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	1	\$0.00	\$9,082,700.00	\$0.00	\$0.00	0	1	\$0.00	\$800,000.00	\$0.00	\$2,272.63
Commercial Addition	1	3	\$1,800,000.00	\$2,385,623.00	\$9,882.23	\$11213.03	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Commercial, Alterations	4	9	\$17,100.00	\$57,300.00	\$645.00	\$1337.00	1	12	\$70,000.00	\$777,357.00	\$3,854.20	\$6,610.25
Commercial, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential , New SF	1	5	\$165,000.00	\$1,300,117.00	\$878.55	\$4,151.56	1	5	\$140,000.00	\$877,000.00	\$845.62	\$4,121.73
Residential, New Duplex	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	2	\$0.00	\$5,000.00	\$0.00	\$2,018.24
Residential, Additions	2	4	\$16,000.00	\$30,000.00	\$283.00	\$483.00	1	4	\$20,000.00	\$83,500.00	\$220.00	\$544.32
Residential Remodel	3	16	\$50,000.00	\$404,500.00	\$457.50	\$3,276.60	1	10	\$25,000.00	\$322,850.00	\$75.00	\$1,559.56
Residential, Accessory Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	1	2	\$0.00	\$0.00	\$30.00	\$60.00
Residential Dwelling Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Roofing/Siding/Windows	10	31	\$119,920.00	\$271,270.00	\$738.00	\$1824.00	28	60	\$264,215.00	\$520,915.00	\$1,647.00	\$4,095.00
Garage/Sheds/Deck/Fence	16	25	\$43,180.00	\$68,500.00	\$975.00	\$1560.00	9	20	\$44,120.00	\$115,620.00	\$555.00	\$1,305.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing Only	0	0	\$0.00	\$0.00	\$0.00	\$0.00	1	1	\$7,622.00	\$7,622.00	\$60.00	\$60.00
Electrical Only	3	15	\$108,185.00	\$123,185.00	\$260.00	\$1000.00	2	15	\$8,775.00	\$87,529.00	\$160.00	\$1,160.00
HVAC Only	1	4	\$5,760.00	\$23,361.00	\$60.00	\$600.00	0	2	\$0.00	\$7,602.00	\$0.00	\$120.00
Sign Permits	2	4	\$3,000.00	\$10,000.00	\$180.00	\$420.00	1	9	\$3,000.00	\$27,000.00	\$60.00	\$870.00
Misc. Permits	1	3	\$0.00	\$23,000.00	\$30.00	\$60.00	0	5	\$0.00	\$70,000.00	\$0.00	\$210.00
TOTALS	44	120	\$2,328,145.00	\$13,779,556.00	\$14,389.28	\$25,925.19	46	149	\$582,732.00	\$3,701,995.00	\$7,506.82	\$25,036.73

Members Present: Petty, Thurow, Sloan

Absent: none

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

Call to Order –Ald. Petty called the meeting to order at 6:30 p.m. noting compliance with the Open Meeting Law.

Moved by Sloan, seconded by Thurow to adopt the agenda and carried unanimously. Petty noted the following corrections to be made to the May 8, 2018 Minutes: For the Airport Commission, a mistype of “also” and Petty that made the motion, not Sloan. Moved by Sloan, seconded by Thurow to approve the minutes of May 8, 2018 with the corrections as listed. Motion carried unanimously.

Accounts Payable – Moved by Sloan, seconded by Thurow to recommend to Council approval of the accounts payable for **\$614,580.44**. Motion carried unanimously.

Public Works Purchases – Street Superintendent T. Gilman explained that the original budgeted amount is \$265,000 and they were anticipating \$8500 for trade-in value of the old truck. Because the trade-in value came in at less than they had expected, he feels that they will be better off to auction the truck at Wisconsin Surplus Auction. He also explained that they had savings of \$12,323 in other equipment purchases this year that they will apply towards this purchase. Street Superintendent T. Gilman is requesting \$13,727.61 from recent surplus auctions to cover the cost of this purchase. Moved by Sloan, seconded by Thurow to recommend the purchase to Council. Motion carried unanimously.

Airport Operation Agreement - Attny. Truman explained that this is simply changing the effective date from December 14, 2017 to be January 1, 2018. Moved by Sloan, seconded by Thurow to recommend the change to Council. Motion carried unanimously.

Weights & Measures Inspections – Clerk Zeman noted that the last time this contract was signed was in 2003 and was for 13 days. The new contract is for 11 days with an annual savings of \$800. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.

Committee Comments - None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:31pm

Brenda Zeman, City Clerk

Minutes

Baraboo District Ambulance Commission

February 28, 2018

The February 28, 2018 meeting of the Baraboo District Ambulance Service Commission was called to order by Dahlke at 7:00 pm.

Commissioners present: Dave Dahlke, Heather Godemann, Erik Larson, Darlene Otto, Robin Meier, Joel Petty, Randy Puttkamer, Scott Sloan, Tim Stieve, and Dennis Thurow

Also present were: Wayne Maffei, Chief Sechler, DC Rago, Vande Hei, Capt. Koepp, and Snow

Dahlke noted that the meeting had been posted in compliance with the Open Meeting Law.

Adoption of Agenda

- The agenda was adopted by a motion made by Petty, seconded by Thurow. Voice vote, all ayes. Motion carried.

Approval of Previous Minutes

1. A motion to approve the minutes from January 3, 2018 was made by Puttkamer, seconded by Larson. Voice vote, all ayes. Motion carried.

Public Invited to Speak

1. None

Appearances/Announcements/Correspondence

1. None

Reports

1. Legal Counsel Report – No report
2. President's Report – No report
3. Treasurer's Report – No report
4. Chief's Report – Sechler reviewed the written report that was submitted in the Commission packet.

Consent Agenda

1. Approve check details and online payments for December 24, 2017 – February 17, 2018 in the amount of \$383,130.87.
2. Approve write-offs of patient accounts in the amount of \$141,905.50.

A motion to approve the consent agenda as recommended by the Ad Hoc committee was made by Petty, seconded by Larson. Voice vote, all ayes. Motion carried.

New Business

1. Vande Hei gave a presentation regarding the proposed contract for NSure Patient Information Recovery System. This software will be used to assist the Billing Department with finding patients that have moved, and not left a forwarding address—as well as finding additional identifying patient information, in order to keep the open account(s) current. After discussion, a motion was made by Stieve, seconded by Larson, to approve signing the Letter of Agreement with Nsure. Voice vote, all ayes. Motion carried.

Minutes

Baraboo District Ambulance Commission

February 28, 2018

2. Discussion and possible action regarding the Resolution to Approve Assignment of Fund Balances. Snow reviewed the Resolution that listed the funds in each account that Baraboo District Ambulance Service had, on the date of 12/31/2017. After the review, a motion was made by Stieve, seconded by Sloan, to approve the Fund Balance Resolution as presented. Voice vote, all ayes. Motion carried.
3. The patient debt collection item was resolved by staff, so no discussion occurred on this topic. No action was taken by the Commission.

Commissioner Comments & Future Agenda Items

- Petty commented that Deputy Chief Rago had been at the County Building recently to teach the “Stop the Bleed” program to some of the Sauk County employees. Petty felt that Rago did an exceptional job in the teaching.
- Please mark your calendars for the next Commission meeting, which will be:
 - April 25, 2018

Adjournment

- Motion to adjourn made by Petty, seconded by Sloan at 7:40 pm. Voice vote, all ayes. Motion carried.

Respectfully Submitted,

Dana Sechler, Chief / EMS Director
Baraboo District Ambulance Service

Minutes

Baraboo District Ambulance Commission

April 25, 2018

The April 25, 2018 meeting of the Baraboo District Ambulance Service Commission was called to order by Dahlke at 7:00 pm.

Commissioners present: Dave Dahlke, Erik Larson, Darlene Otto, Robin Meier, Joel Petty, Randy Puttkamer, Tim Stieve, Terry Turnquist, and Phil Wedekind

Also present were: Wayne Maffei, Chief Sechler, DC Rago, Capt. Klock, Capt. Koepp, Snow, Vande Hei, and Wolter

Dahlke noted that the meeting had been posted in compliance with the Open Meeting Law.

Adoption of Agenda

- The agenda was adopted by a motion made by Meier, seconded by Petty. Voice vote, all ayes. Motion carried.

Approval of Previous Minutes

1. A motion to approve the minutes from February 28, 2018 was made by Puttkamer, seconded by Larson. Voice vote, all ayes. Motion carried.

Public Invited to Speak

1. None

Appearances/Announcements/Correspondence

1. None

Reports

1. Legal Counsel Report – Maffei gave an update to the Commission regarding Legal Blood Draws. The first item is that a defense attorney again tried to subpoena the Medical Director to testify in Court, related to the training, technique, and medical authority of the staff in performing Blood draws. Maffei was able to quash the request to have the Medical Director appear in court, but the compromise was that we would agree to answer a number of questions in a written format. Maffei received a questionnaire from the defense attorney with 21 questions—with each question having up to five sub-parts to it. The responses were worked on by Dr. Mendoza, Chief Sechler, and Maffei, and sent back to the attorney. The second item is that the DA / ADA has subpoenaed up to 4 Baraboo EMS staff to testify in the same court case. Sometimes the employee will testify in the court case, other times they are not called to the stand to testify. Both items mentioned result in additional costs / expenses to the service—both in employee wages and attorney fees.
2. President's Report – Dahlke reported that the Baraboo Police Department has moved out of their side of the Alma Waite building (garage and evidence room). He contacted the City Administrator, asking about the possibility of Baraboo EMS renting the entire Alma Waite building. Dahlke read the email response from Ed Geick to the group. The intent is to continue discussions regarding use of building space for Baraboo EMS to store their vehicles inside, which are currently outside.

Minutes

Baraboo District Ambulance Commission

April 25, 2018

3. Treasurer's Report – No report
4. Chief's Report – Sechler reviewed the written report that was submitted in the Commission packet. Vande Hei also reported on the performance of the NSure software, which was approved at the last Commission meeting. In the first month of use, the amount of revenue recouped from patient accounts was enough to pay for the software fees for an entire year.

Consent Agenda

1. Approve check details and online payments for February 18, 2018 – April 14, 2018 in the amount of \$591,925.20.
2. Approve write-offs of patient accounts in the amount of \$170,207.36.
A motion to approve the consent agenda as recommended by the Ad Hoc committee was made by Petty, seconded by Meier. Voice vote, all ayes. Motion carried.

New Business

1. Snow presented the Resolutions to approve the depositories of Community First Bank, Wells Fargo Bank, Local Government Investment Pool (LGIP) and the Signature / Initial page. After discussion, a motion was made by Petty, seconded by Larson, to approve all the Resolutions and Signatures as presented. Voice vote, all ayes. Motion carried.
2. Secher and Vande Hei presented the contract agreement for EMS Planning & Consulting to provide Compliance advice for Baraboo EMS. Maffei reviewed the contract, and indicated the wording was appropriate. After discussion, a motion was made by Larson, seconded by Turnquist, to approve the contract agreement with EMS Planning & Consulting. Voice vote, all ayes. Motion carried.
3. Discussion occurred regarding the vehicle capital acquisition plan, and the 10-year vehicle capitol purchases. Meier had concerns about the purchase of an ambulance affecting the cash flow for the upcoming year. Sechler stated that there are enough funds to cover the purchase, although they are spread out in various accounts. Meier requested that the funds to purchase the ambulance be moved into the Vehicle replacement account—and then bring the request to the Commission for review at next month's meeting. Discussion also occurred on the 10-year replacement plan. Stieve suggested revising the plan to identify the specific rig to potentially be replaced in each of the given years. Sechler will revise the document, and bring it back to the next Commission meeting for review.
4. Sechler presented the following preliminary items for discussion related to the 2019 budget.
 - a. Wage rates for employees are now within the wage ranges, as recommended by the Voorhees Wage & Benefits study. Phase 2 includes reviewing the ranges, based on the original comparables, and advancing employees through the pay ranges. Several of the factors and options were discussed. Direction was given to research the comparables, and bring the results and recommendations to a future Commission meeting.
 - b. Sechler stated that the inter-facility transfer call volume is increasing. Staff have documented that the Service could have taken more inter-facility transfers, if additional staff were scheduled during the busier times of the day. Sechler indicated that staffing an additional rig that would float between Baraboo and Richland Center would result in increased inter-facility transfers—which would in turn increase revenues to the Service.

Minutes

Baraboo District Ambulance Commission

April 25, 2018

Staff will continue to document the inter-facility transfer requests—and will work on including additional staff into the 2019 budget process.

- c. Staff discussed the pros and cons associated with continuing / discontinuing the Legal Blood Draw program. Maffei reiterated his comments, as recorded in the Legal Counsel report. After a number of questions and answers, Sechler was directed to contact the local Law Enforcement agencies in the next time period, to obtain any comments from them related to Baraboo EMS continuing / discontinuing the Legal Blood draws program. The Commission will continue to evaluate the program, and will discuss it again at a future meeting.
- d. Sechler discussed an article that he recently read, regarding trends in employee's careers. He compared items in that article with trends that he noticed in the number of staff that tends to leave for other jobs around the 4 -5 year employment mark. Sechler presented some ideas to consider implementing regarding new promotable levels within the department—in order to encourage employee longevity beyond the 4-5 year employment mark. Sechler will continue to research some different options, and will bring back several suggestions to a future Commission meeting, for additional consideration.

Commissioner Comments & Future Agenda Items

- Please mark your calendars for the next Commission meeting, which will be the following:
 - May 23, 2018

Adjournment

- Motion to adjourn by Larson, seconded by Meier at 9:00 pm.
Voice vote, all ayes. Motion carried.

Respectfully Submitted,

Dana Sechler, Chief / EMS Director
Baraboo District Ambulance Service

Minutes of Plan Commission Meeting May 15, 2018

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

Roll Call – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O’Neill (5:20 PM), Tom Kolb, and Kate Fitzwilliams.

Also in attendance were Engineer Tom Pinion, Ed Geick, Tim Cummings, and Ben Bromley.

Call to Order

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was moved by Kolb seconded by Franzen to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by Liston, seconded by Kolb to approve the minutes of the April 17, 2018 meeting. Motion carried unanimously.

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

New Business

- a. Review and recommendation regarding the proposed sale of approximately 1.6 acres of city-owned property located at 325 Lynn Street – Pinion said that as part of the City’s purchasing policy is before the City agrees to sell land they need a recommendation to do so from the Plan Commission. He said the perspective developer is looking to secure the right of first refusal with a tentative officer to purchase with several contingencies, zoning being one of them. Liston asked if the land has been cleaned up and Pinion said that it is in the process and is still an active PECFA site. Geick said that it was the intent for the property to be cleaned up and sold. Liston moved, Kolb seconded to recommend the sale of the property. On roll call vote for the motion, Ayes – Thurow, Franzen, Liston, Kolb, Fitzwilliam, and Wedekind. Nay – 0, O’Neill abstained. Motion carried 5-0.
- b. Review a Conceptual Development Plan in accordance with Step 2 of the Planned Development process for Capital Housing II, LLC for a multi-family residential development, located at 325 Lynn Street, in a B-1 Central Business zoning district – Pinion was approached by a perspective development, Capital Housing II LLC to purchase the property and redevelop it with the intention of a multi-family residential complex. Tim Cummings, a partner in Capital Housing II LLC introduced himself to the Commission. Cummings said that this is a difficult site to build on, the slopes will be challenging. He said that the fill area is a concern. He then gave the Commission a history of his partner and himself. He then presented a video of the preliminary proposal to the Commission. The proposal consisted of Option A, 60 underground parking stalls, a three-story building. Pinion said the CWM Library is east of the property and he did not anticipate the riverwalk coming through this area. Cummings said that Option B had two entrances to underground parking. Cummings said that they are contemplating metal roof. Kolb questioned proposed square footages of units. Cummings said that typically efficiencies would be approximately 700 sq. feet, 2-bedrooms approximately 1000 square feet, and one bedroom approximately 850 sq. feet. Kolb said that there is a lack of affordable housing and asked Cummings’s to consider incorporating this into his plan. Pinion asked if they acquire the property is there a tentative schedule. Cummings said that he would like to see the site work and foundations in by fall. Pinion asked if they are looking at phasing the project or doing it all at once. Cummings said that ideally, they would phase it into two parts, but he has not looked at the plans good enough to know that answer. Pinion then gave the Commission a rough idea of the PUD process and the timeline. It was consensus of the Commission to move forward with the project.

Adjournment - It was moved by Liston, seconded by Kolb to adjourn at 5:50 p.m. The motion carried unanimously.

Phil Wedekind, Mayor Designee

Present: Alderpersons John Alt, John Ellington and Michael Zolper

Also Present: Mayor, Mike Palm; Attorney, Emily Truman, and Finance Director, Cynthia Haggard

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

Moved by Ellington to approve the minutes of April 2, 2018, seconded by Zolper and unanimously carried.

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

Review and recommendation to the Common Council to update the Council Member's Handbook.

Truman presented to the Committee the current version of the handbook from 2013. Truman stated that the version on the website, and what's made available elsewhere, is the 2001 version. Therefore, the 2013 version was adopted, but not made available. Alt confirmed that he was not aware of a version 2013 being made available.

Truman stated that she did not favor the 2013 version compared to the 2001 version. She added that the 2001 version was more user friendly. Truman offered a proposed updated handbook reverting back to the 2001 version. She incorporated the index from the 2001 version in the proposed updated handbook. The index provides contacts for Council's questions.

Ellington commented that he likes the updated version. Truman asked for direction:

1. Should she move forward with asking Council to adopt the amended Council Member's Handbook?
2. Should the City provide this handbook and other material to newly elected officials in binders?

Truman noted that the extra material in the binder would consist of layman explanations for the open records, Robert's Rules and other things versus legalese context.

Alt expressed needing more time to review the changes before making a recommendation. Ellington followed suite stating he read it, but needed more time to understand the changes. Zolper questioned if there was a standard to uphold to update the handbook. Truman responded that there was no standard and that each municipality is different. Truman continued that most municipalities do it every year. Truman offered to bring sample binders to the next meeting, if the Committee recommends holding this item for the next meeting.

Motion to hold this item until the July 2, 2018 meeting by Ellington, seconded by Zolper and unanimously carried.

Consider recommendation to the Common Council to change the City Code Chapter 14.13, "Private Swimming Pools" for the purpose of allowing pool covers as a substitution to fences – referred to in section (4) "Fences."

Zolper stated that a person in his district mentioned that technology has changed with pool covers. Most in-ground pools have an option of a pool cover built with the system which has a key, rolls out to cover the pool, and can withstand as much as a baby elephant, or a family of (5) five standing on top of it.

Zolper's district member wants to have a privacy fence between him and his neighbor, but doesn't want to obstruct his great view. The district member was told by his pool contractor (Capitol Pools in Madison) that the pool cover was allowed at other municipalities in lieu of a fence.

The current code is that all pools must have a fence. Zolper wants to know what concerns exist and if there is a safety requirement, such as a key locking system, that would meet code requirements. Ellington asked Truman to weigh in on the discussion. Truman provided that she did a little research on the requirement and noted that some communities are moving away from requiring fences; not a universal trend just yet. Truman added that a concern she would have is the current building code the City has adopted for enforcement. Part of the City's duties and responsibilities is to ensure its citizens are safe. Truman stated that she does not take a position on the issue. She

asked that a little more research be completed before forming an opinion. Truman offered to explore the issue more and present her legal opinion at the next meeting.

Zolper made mention of a neighbor of his who was going to build a pool, cover, and fence. The neighbor later discovered his choice was limited by his homeowner's policy. Zolper added that pool covers is a newer technology and codes and insurance policies predate this new technology. Zolper added that safety is his primary concern. If that requirement is being met with a fence or pool cover, then a person has the freedom to choose. Alt commented that insurance companies may limit choices.

Truman cautioned that our current building code may be stricter than an insurance policy. Zolper inquired of Truman just how the City would be liable. Truman replied that the City has building codes for fire sprinklers and structures to be soundly built. The fence requirement is along those same lines. The City has a duty to protect its citizenry. Zolper continued to question Truman about uniform codes and if the City had them. Truman responded that the building codes the City has adopted are uniform codes. She added that there is no legal obligation for the City to adopt uniform codes. The City can be more or less strict, unlike State Statutes where we cannot be less strict. She continued that the City has the option of determining whether the current code fits well with the City, or not. She summarized: It is her understanding that the fence around the pool is part of the building code (International Building Code) the City has adopted. The policy decision is whether or not the code fits our community.

Palm interjected that he would like to hear from the City's current insurance carrier. Ellington concurred. Palm continued that he wanted to know where our liable resides.

Motion to hold this item until the July 2, 2018 meeting by Ellington, seconded by Zolper and unanimously carried.

Member comments

The next meeting will be July 2, 2018 at 12:00PM CDT. Meeting location will be 101 South Boulevard. Moved by Ellington to adjourn, seconded by Zolper and unanimously carried. Meeting adjourned at 12:27PM CDT.

Respectfully submitted,
Cynthia Haggard, Finance Director

BARABOO BUSINESS IMPROVEMENT DISTRICT (BID) Promotions/Personnel Committee Meeting

April 05, 2018 Members Present: T. Wickus, L. Steffes, B. Stelling

Member Absent: S. Fay, L Stanek

Call to Order: Chairman Wickus presided over the meeting, called it to order at 8:46 A.M., and noted compliance with the Open Meeting Law.

Minutes: Moved by, Steffes seconded by Stelling, and unanimously carried to approve the minutes of the Feb. 26, 2017 meeting.

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

Old Business:

New Business: Fred Moh (our Framer's Market Manager) reviewed the USDA/FDA Farm Food safety series information with the committee and he discussed in detail how the Farmer's market operates.

Adjournment: Moved by Steffes, seconded by Stelling and unanimously carried to adjourn at 9:35 A.M.
Respectfully submitted, Todd Wickus Promotions Chairperson

Minutes

Baraboo District Ambulance Commission
Finance Ad Hoc Committee
February 28, 2018

The February 28, 2018 meeting of the Ad Hoc Committee was called to order by Puttkamer at 6:49 pm. Puttkamer confirmed that the meeting had been posted in compliance with the Open Meeting Law.

Committee members present: Petty and Puttkamer. Also present: Sechler, Rago, and Snow

Approval of Agenda

- The agenda was adopted with a motion made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.

Approval of Previous Minutes

- A motion to approve the January 3, 2018 minutes was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.

Public Invited to Speak

- No public comments

Appearances / Announcements / Correspondence / Reports

- None

New Business

1. Approve check details and online payments for December 24, 2017 – February 17, 2018 in the amount of \$383,130.87. A motion to approve as presented was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.
2. Approve write-offs of patient accounts in the amount of \$141,905.50. A motion to approve as presented was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.

Additional Comments & Future Agenda Items

- None

Adjournment

There being no further business to come before the Committee, a motion to adjourn was made by Petty, seconded by Puttkamer. Voice vote, motion carried at 6:55 pm.

Respectfully submitted,

Dana Sechler, Chief / EMS Director
Baraboo District Ambulance Service

Minutes

Baraboo District Ambulance Commission **Finance Ad Hoc Committee** April 25, 2018

The April 25, 2018 meeting of the Ad Hoc Committee was called to order by Meier at 6:45 pm. Meier confirmed that the meeting had been posted in compliance with the Open Meeting Law.

Committee members present: Petty and Puttkamer. Also present: Dahlke, Otto, Stieve, Turnquist, Rago, Sechler, Snow, and Vande Hei

Approval of Agenda

- The agenda was adopted with a motion made by Puttkamer, seconded by Petty. Voice vote, all ayes. Motion carried.

Approval of Previous Minutes

- A motion to approve the February 28, 2018 minutes was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.

Public Invited to Speak

- No public comments

Appearances / Announcements / Correspondence / Reports

- None

New Business

1. Approve check details and online payments for February 18, 2018 – April 14, 2018 in the amount of \$531,925.20. A motion to approve as presented was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.
2. Approve write-offs of patient accounts in the amount of \$170,207.36. A motion to approve as presented was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.

Additional Comments & Future Agenda Items

- Petty stated that he likes the larger print of the reports.

Adjournment

There being no further business to come before the Committee, a motion to adjourn was made by Petty, seconded by Puttkamer. Voice vote, motion carried at 6:49 pm.

Respectfully submitted,

Dana Sechler, Chief / EMS Director
Baraboo District Ambulance Service

Minutes of the Public Safety Committee Meeting – April 30, 2018

Members Present: Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Wade Peterson, Ed Geick, Mike Palm, Mark Schauf, Tony Gilman, Tom Clark, Attorney Truman, Mike Hardy, Kevin Stieve, Robert Spencer, Pat Liston, Seamus Geoghegan, Jim O’Neill, Dana Sechler, Jeff Roemer, Jesse, Messer, Mike Carbonara, Ben ?Bromley, Al Symanski, and Kris Jackson.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:30 P.M. at the City Services Center, 450 Roundhouse Court, Baraboo, Wisconsin. Compliance with the Open Meeting Law was noted. Kolb moved, seconded by Plautz to approve the agenda as posted. Motion carried unanimously. It was moved by Plautz, seconded by Kolb to approve the minutes of the March 19, 2018 meeting. Motion carried unanimously.

New Business

- a. Consider revising posted speed limits on Taft Avenue (CTH T) north of 8th Street (STH 33) – Chief Schauf said that the goal is to cleanup due to some changes in the code that did not meet up with some of the existing signage. It was moved by Kolb, seconded by Plautz to revise posted speed limits of requested. Motion carried unanimously.
- b. Consider the proposed US Bike Route 30 through the City of Baraboo – Mike Hardy presented the background to the Committee. He said the US Bike Route 30 stretches from Milwaukee to LaCrosse and is looking to come through Baraboo. Hardy presented the recommended map to the Committee. He said that this Bike Route 30 go from the East Coast to Idaho. He said the Park Commission is recommending the route. Hardy said that there are no requirements from the City to do anything with this. He said as far as any signage, it would be at the City’s cost, but that is not a requirement. He said that the Park Commission has talked about installing some signage in the future; therefore, it would more than likely be at the Parks expense. Schauf said that by approving this, it then gets on the national map. It was moved by Kolb, seconded by Plautz to approve the proposed US Bike Route 30 through the City. Motion carried unanimously.
- c. Consider Wisconsin DOT’s request to detour traffic onto South Blvd., Parkway, and Walnut Street for the duration of the 2021 STH 136 bridge replacement project over Skillet Creek – Geick said that this is a follow-up on the agreement that the City worked out with the State when the City originally took over that section of highway that has now been designated as 136. It was moved by Plautz, seconded by Kolb to approve the DOT’s request to detour traffic as presented. Motion carried unanimously.
- d. Discuss Baraboo Bluff’s ATV Club’s request for an ATV route through the City of Baraboo – Chief Schauf said that there is a movement in all of the Sauk County to try to make areas more accessible to all-terrain, or U-train utility terrain vehicles. He said that there have been quite a bit of movement in some of the local townships, and the Village of West Baraboo just enacted an ordinance allowing, or opening certain roads to UTV use. Discussion took place regarding policing of the UTVs and route, and whether insurance would be required. Wedekind asked the age for operating an ATV, Schauf said that he believes it is 16, which the proper completed ATV safety course. Mike Spencer said that by DNR standards, anyone born after January 1, 1988 is required to complete a Safety Certification Course. He said that no one under the age of 16 is allowed to drive a UTV, which is a side-by-side on any highway routes. He said that a person that is 12 years old and older could ride, by DNR rules, as long as they are within physical or vocal command of their parent. He did say that there is no mandatory insurance. Spencer said that presently in the State of Wisconsin there are 12,000 miles of paved ATV routes, in Sauk County along there is 603 miles of legal ATV routes. He said that Reedsburg just opened a route through the City and looking at expanding it. Mauston has opened all their streets and routes, including county highways, and state highways, because they have jurisdiction over 193. He said Reedsburg is the only City at this time to have a route through the City; presently there are six villages that have all roads open. Spencer then gave the death statistics involving ATVs. Attorney Truman said that anytime this type of traffic is brought into a municipality where is never existed before there are safety concerns. He said that he could not give an answer today, but she would be happy to look into it if the Committee so directed. Seamus Geoghegan said that he is in opposition. Pat Liston said that he is in opposition. He does not feel that the activity is compatible with City activity with all the vehicular and

foot traffic. He said that the proposed route in itself is problematic because Crawford Street is a narrow street, ditched on both sides, then proceed through 9th Avenue, which is a major residential neighborhood, and then go out Washington Street, which he feels is one of the busiest streets in the City. He said that the problem would be enhanced when activities take place at the fairgrounds. He said that Effinger is a heavy used street, traffic travels too fast and there is a blind corner at 507 Effinger. Jim O'Neill addressed the Committee saying that he opposed it for the same reasons as Liston. Kolb asked if Spencer had queried residents along the route. Spencer said that he had one man who lives in Baraboo that campaigned and received 85 signatures. He said there are four businesses, Jose's, BP, Thunderbird Lanes, and 4-Star Restaurant that would like to see the route go through. Spencer said that he is at the meeting to seek information and guidance. Mayor Palm stated that the majority of citizens coming to him regarding the ATV routes coming through the City have been opposed to it. Kolb said he does not like the idea of an ATV route coming through a City of 12,000 people, and he worries about the mix of pedestrians, bikes, cars, motorcycles, and ATVs. Plautz said that he is open to the routes, thanked Spencer for the information, and invited him to come back if he had alternative routes. Kolb and Wedekind do not want to see ATV routes through the City at any time. (NOTE: The Clerk's office has 94 signatures in favor of ATV route, and one email request in opposition).

- e. Consider extending the contract with RW Management for Implementation Management Services of Operations Study Recommendations for the Baraboo Fire Department – Stieve said that the process has been controversial at times, which is expected and can be worked through. He said that he feels that it is helpful to have an outside party to provide another perspective to guide the department. Geick said that there has been some head pounding on a solid wall from time to time, and there are many younger firefighters who are very encouraged about making some changes and looking forward to the future. He said the Fire Department also has other firefighters that are dead set against any change at all, which has been a large part of the discussion. Geick said that RW Management has made a lot of headway, there is a lot that has been completed, or in the process of being done at this time. He said there are many issues that need to be sorted through to complete the project. It was moved by Plautz, Kolb seconded to extend the contract with RW Management on a month-to-month basis, and Chief Stieve will present a monthly progress report to the Committee. Motion carried unanimously. Kolb said that he had just received a letter from Mark Stewart stating that he did not think extending this contract is a good idea.
- f. Review Progress to-date on Implementation of Fire Department Operations Study – Kevin Stieve gave a detailed summary to the Committee regarding all items of the study. Jeff Roemer of RW Consultants introduced himself to the Committee. He said that this project has been a challenge there have been disagreements, and project team members that do not want to see the recommendations move forward. Chief Stieve introduced two project leaders to the Committee, Jesse Messer, and Mike Carbonara. He said that Tom Clark was also in attendance for informational purposes.
- g. Review Baraboo Fire Department's Standards to Response Coverage – Stieve gave the Committee a detailed summary of the Standards of Coverage.
- h. Consider Authorizing the Baraboo Fire Chief to initiate negotiations for Automatic Aid Agreements with surrounding Fire Departments – Stieve said that this has been talked about before and he specifically highlighted Delton because of talking with Chief Jorgenson. He said that he is requesting that the Committee authorize him to enter into discussions based on what has been determined in the Standards of Cover to talk with other fire departments. Wedekind is still against the mutual aid. He said that until a system is set up with five dedicated people instead of the call going out and the entire department goes, it is an extra burden on the firefighters and their families. Plautz said the issue for him would be the extra cost. Mr. Roemer said that he understands the concern with dedicated people and they are working on the staffing. He said at this time, the way that the department responds and the number of personnel that can be expected to show up is not enough equipment and resources to fight the fire. What Auto Aid does is that there are two sets of alarms, a still alarm, which is the first call that comes in and then a working still, these are all prior to MAVIS, so prior to that, there has to be an Auto Aid Agreement in order to get additional help. He said that this also helps the ISO rating to know that there is another engine or tender coming on the first initial alarm. He said that this also gives the department a sense of

what kind of response that they are going to have, what kind of equipment and resources that they are going to have. He said that it could be cancelled before they get there if not needed. Stieve understands Wedekind as far as staffing, and he said that the department has backed down off the 25% rule and he actually sees a drop in the number of responders coming to calls. Kolb asked why they should approve this now before the Standards of Cover and staff decisions are worked out on an internal level. Roemer said that he feels that the Department needs the help now either way. He said the Standards of Cover are pretty much done, they have a good sense is needed, what kind of response is needed, so they know what resources are needed, what the risks are in the community and the entire coverage area. He went on to say that a discussion on staff took place last week and is trying to be worked out. He said based on what has been heard today both of their focus will be on completing that discussion on duty crews and putting in that we need that for these types of responses. Kolb said that he would like to see the details worked out before it is brought to the Committee and approved. It was moved by Kolb, seconded by Plautz to allow the Fire Chief to initiate negotiations with surrounding Fire Departments regarding Auto Aid Agreements. Motion carried unanimously.

- i. Review MSA's initial report on the Remodeling of Former City Hall Building at 135 4th Street for the Fire Department and BDAS as a prospective tenant – Al Szymanski, MSA Professional Services introduced himself to the Commission. He said that MSA was charged with looking at the former City Hall for expanding the Fire Department, the vacated spaces, and with the potential with bringing in BDSA as a tenant in the building. He said that the goal in going through the project with being minimalistic and cost effective. He then presented the report and drawings of the work that had been done. He said that the 1st and 2nd floor remodel would cost \$265,000. He then explained the proposed remodel of the lower level (basement) for a cost of \$475,000. Plautz feels that it would be most cost effective to leave BDAS where they are. Kolb said that BDAS would still be covered in part without remodeling the basement. It was stated that Chief Sechler gave his input to Szymanski, but Geick has not had a follow-up conversation with him at this time. It was stated that the Fire Department would like sleeping quarters as well. Chief Stieve said that currently, what is in writing in a new fire station in ten years, 2028. Szymanski stated that the sleeping quarters that are in the Alma Waite Building now do not comply with State Code because they do not have the fire rated construction required by Code, nor do they have a sprinkler system. Geick said in terms of the financings, the cost of the library building is about the same as the new fire station. Geick felt that the Committee needed this information in order to make decisions in regards to the Committee sees as policy. He said that funding this is possible, whether it is this year or next year. Dana Sechler said that he just received the plans on Friday and is still looking through it. Plautz asked if he had a preference. Sechler said to go from the most extreme to where they are, Stieve has already stated that the best idea is to have a station that everyone is under one roof. Szymanski said that the biggest shortage for both fire and BDAS is the storage of vehicles. Szymanski said that it would have been easy for the cost to be double the amount, but many things have been taken out to get the cost down as low as possible.
- j. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for March & April 2018 – It was moved by Kolb, seconded by Plautz to approve monthly billing adjustments/credits as presented. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report – Peterson said they are moving forward with the lead services. He said that Well #2 is complete and back on line. The annual Utility audit went great. He said that the department is cleaning sewers, hauling biosolids, and exercising valves. He said they received quotes for the sewer cleaning truck, which will go to finance committee for approval.
- b. Street Superintendent's Report – Gilman said the departments has been grinding stumps and filling, and sadly the department has plowed snow seven times in April. He said that there are some items on the surplus auction, hopefully they will bring top dollar. He then gave a status report on items budgeted for capital equipment replacement, and the paint machine came in \$3,300 under, one-ton dump \$10,000 under, plow truck \$5,000 under. He said the key point is the preferred product being looked for as far as a garbage truck goes is going to be over

the expected amount, so in the scheme of things it will be cutting it very close on cost on what was budgeted, compared to buying all the items; however, that cost does not account for the sale of any vehicles sold or trade-in.

- c. Police Chief's Report – Chief Schauf presented the report received from the Sauk County Highway Safety meeting. He said it is a snapshot of what traffic safety is in Sauk County from 2012-2017.
- d. Fire Chief's Report – Stieve said as part of the ongoing process to prepare our City staff in an event of a manmade or natural disaster, everyone one through, either a refresher or a new training on ICS 100, and Stop The Bleed. He said that working with Sauk County Emergency Management and some other community partners there has been some ALICE training done in the community.

ADJOURNMENT – Kolb moved, Plautz seconded to adjourn at 3:58 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman