*AMENDED AGENDA
CITY OF BARABOO COMMON COUNCIL
Council Chambers, 101 South Blvd., Baraboo, Wisconsin
Tuesday, June 26, 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, Lori Mueller, Bobbie Boettcher, Dave Dahlke, Nanci Caflisch

CALL TO ORDER

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF PREVIOUS MINUTES - (Voice Vote): June 12, 2018

APPROVAL OF AGENDA (Voice vote):

COMPLIANCE WITH OPEN MEETING LAW NOTED

PRESENTATION – Bobbie Boettcher, Director of Baraboo Area Chamber of Commerce will present upcoming events for the Big Top Parade & Circus Celebration.

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

MAYOR'S COMMENTS –
- The Mayor will read the 2018 Big Top Parade & Circus Celebration Proclamation.
- The Goal Setting that was originally scheduled for June 18th, 2018 has been rescheduled for Monday, July 2nd at 5:15pm for a potluck followed by Goal Setting at 6pm.

CONSENT AGENDA (roll call)
CA-1…Approve the accounts payable to be paid in the amount of $_____

CA-2…Approve writing off uncollectible accounts

CA-3…Re-Appoint Roy Franzen and Angela Witczak to the Park & Recreation Commission for a term beginning August 1, 2018 thru July 31, 2021.

NEW BUSINESS RESOLUTIONS
NBR-1…Approve agreement for use of City of Baraboo's property, apparatus and equipment for the Baraboo High School Fire Academy.

NBR-2…Approve a permanent easement along the unimproved right-of way of 12th Ave., west of Oak St., for a paved driveway not exceeding 12ft in width is hereby granted by the City of Baraboo to Richard Manthe and Steven

Ramsey.

NBR-3…Approve City of Baraboo entering into an Inter-Governmental Agreement with the Village of West Baraboo to accept a Stewardship Grant of $64,000 for the purpose of river access and stabilization at Maxwell-Potter Conservancy.

NEW BUSINESS ORDINANCES

NBO-1…Consider revising the Parking Restrictions at City Parking Lot located north of 135 4th Street. (Baraboo Fire Station)

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

REPORTS, PETITIONS, AND CORRESPONDENCE - The City acknowledges receipt and distribution of the following: **Reports from May, 2018** – Treasurer, Fire Dept.

Minutes from the Following Meetings -

Copies of these meeting minutes are included in your packet:

Finance/Personnel	06-12-18	UW Campus	05-17-18
BID Promotions	04-05-18, 05-31-18	BID Dev. Comm.	03-13-18
BID Board	05-16-18	Plan Comm.	05-15-18
Ambulance Comm. & Finance	02-28-18		

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

Police & Fire Comm.	03-19-18, 04-16-18, 05-21-18, 05-30-18	Park & Rec.	05-14-18
Baraboo Public Arts Assoc.	05-24-18	Library Board	04-17-18

****Petitions and Correspondence Being Referred***

Appeal of Devine Custom Truck and Auto's Conditional Use Permit application. City Council will set a date and time for a public hearing. No action will be taken at this time.

INFORMATION

ADJOURNMENT (Voice Vote)

Brenda Zeman, City Clerk

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

JUNE 2018

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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 Goal Setting	**3**	**4 Independence Day – Offices Closed**	**5**	**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
AMENDED Agenda posted on 06/25/2018

Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, June 12, 2018 – 7:00 p.m.

Mayor Palm called the regular meeting of Council to order.
Roll call was taken.
Council Members Present: Wedekind, Plautz, Sloan, Petty, Ellington, Alt, Thurow
Council Members Absent: Kolb, Zolper
Others Present: Adm. Geick, Attny Truman, Chief Schauf, T. Pinion, Clerk Zeman, W. Peterson, T. Gilman, J. Bergin, C. Haggard, members of the press and others.

The Pledge of Allegiance was given.

Moved by Alt, seconded by Ellington and carried to approve the minutes of May 22, 2018.

The Mayor noted that NBR-2 on the agenda will become NBR-5 with the re-numbering as follows: #3 to #2, #4 to #3, and #5 to #4. Moved by Alt, seconded by Sloan and carried to approve the amended agenda.

Compliance with the Open Meeting Law was noted.

PUBLIC HEARING –

Daniel Bar – Currently lives on 16th Street. He notes that the sidewalk plan would not actually connect them to any other sidewalk; they would still have to walk on 16th or Elizabeth Street. He questions when they would be connected to the rest of the city sidewalk system. T. Pinion advised him that the Public Safety Committee determines what projects are going to be done. This would be a topic of discussion for the Committee during budget deliberations this year. Daniel advises that he is registering against this only because it's a sidewalk to nowhere. Is there a way to delay this until the next meeting to prioritize other sidewalks? Long term, he would be for the sidewalk if he knew that there was an actual plan to network into the sidewalk system or do that first and then come back to 16th Street.

Jill Stahlnecker – Does not wish to speak, would like to register against the sidewalks.

Sabra Dessauer – Does not wish to speak, would like to register against the sidewalks.

Laurie Stout – She noted that she received her notice letter on May 24th after the road markings were done. She feels the project was going on before the residents were notified. She wants the Council to know that just because the residents of this street were silent, does not mean they were in agreement with it. She feels the quote of "The affected citizens have been silent" is incorrect and has submitted a signed petition. She feels there is not enough traffic to warrant the sidewalks. She believes the property value would be reduced while the maintenance cost would increase. If she felt there were safety issues here, she would be in agreement with it; however, she does not feel this is the case. She fears that when Roblee, Hillcrest, and 14th Streets are done, they will end up having sidewalk on only 1 side while 16th Street has 2 sidewalks with no use. She feels the current quality of the streets is a bigger issue. Her proposal is to reevaluate all the small sidewalk jobs that are on the list. The money saved could then be used towards Streets that have been overlooked. She believes sidewalks would be better planned where there are currently safety issues such as 14th Street as access to the hospital and Tuttle Street as a route to East School. She feels that certain neighborhoods were not meant to have sidewalk. She is asking the Council to redirect their priorities to the hospital and schools. She feels the Council should be serving the majority of the citizens.

Marcia Swanson – Currently lives on 15th Street; not a resident of 16th Street but she would like to support their feelings. The notation in the paper regarding "accepting" the sidewalk is not true. She agrees with Laurie Stout and feels we should use the money for streets and other sections of the City where sidewalk is more needed.

No one else spoke and the Mayor closed the Public Hearing

PRESENTATION – Library Director Jessica Bergin presented a Library update.

PUBLIC INVITED TO SPEAK – Mary Klingenmeyer, on behalf of the American Legion Auxiliary Post 26, presented the Mayor with recognition for the beautiful flag we have flying.

MAYOR'S COMMENTS – None.

CONSENT AGENDA

Resolution No. 18-36

THAT the Accounts Payable, in the amount of $231,759.20 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 18-37

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.

Moved by Wedekind, seconded by Petty and carried that the Consent Agenda be approved-7 ayes.

NEW BUSINESS
Resolutions:

Resolution No. 18-40

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.

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)

Moved by Wedekind, seconded by Sloan and carried that **Resolution No. 18-40** be approved-7 ayes.

Resolution No. 18-41

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

Moved by Sloan, seconded by Petty and carried that **Resolution No. 18-41** be approved-7 ayes.

Resolution No. 18-42

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.

Moved by Ellington, seconded by Alt and carried that **Resolution No. 18-42** be approved-7

ayes.

Resolution No. 18-43

That the low bids of:

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

Are hereby accepted and all other bids are rejected.

Moved by Plautz to remove the sidewalk on 16th Street from the project. No second and motion failed.

Moved by Ellington, seconded by Wedekind and carried that **Resolution No. 18-43** be approved-6 ayes, 1 Nay-Plautz

Resolution No. 18-44

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:

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.

The City Engineer has advertised for bids and will supervise the construction of the improvements in accordance with the report hereby adopted.

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

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

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 be 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.

Moved by Ellington, seconded by Wedekind and carried that **Resolution No. 18-44** be approved-7 ayes.

Resolution No. 18-45

That the low bid of : Brute Construction LLC, in the amount of $102,775 is hereby accepted and all other bids are rejected for the replacement of the 1938 digestor pumping and blower building.

Moved by Wedekind, seconded by Petty and carried that **Resolution No. 18-45** be approved-7 ayes.

OTHER ACTIONABLE ITEMS

Moved by Petty, seconded by Sloan and carried unanimously to allow Bike Wisconsin to overnight camp on the Civic Center property during their annual bicycle tour across Wisconsin during June 2018. The building will be opened during regular office hours and not available during regularly closed hours.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

The Mayor reminded the Council that next Monday evening, June 18th, at 5:30 we will be meeting at City Hall in the breakroom for a potluck to be followed with our Goal Setting.

Also, in your packet for this evening is an article that appeared in the Minneapolis Star Tribune concerning the City of Baraboo.

Ald. Ellington noted that they are meeting with the downtown business owners for dementia training this Friday. He stressed the importance of this training for all residents.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Monthly Reports for May, 2018 from – Building Inspection

Minutes from the Following Meetings –

Finance/Personnel Committee – Committee Room #205 May 22, 2018
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

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.

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 Count 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.

Administrative Committee June 4, 2018

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.

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	Plan Commission	05-15-18
Baraboo District Ambulance	02-28-18	BDAS Ad Hoc	02-28-18
Baraboo District Ambulance	04-25-18	BDAS Ad Hoc	04-25-18
Administrative Committee	06-04-18		

PETITIONS, AND CORRESPONDENCE – None.

CLOSED SESSION
Moved by Sloan, seconded by Petty and carried on a unanimous roll call vote to 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
Moved by Ellington, seconded by Sloan and carried on a unanimous roll call vote to return to Open Session as per WI Stats 19.85(2) to address any business that may be the result of deliberations made in Closed Session.

INFORMATIONAL ITEMS – None.

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

Brenda M. Zeman, City Clerk

CA – 1

RESOLUTION NO. 2018 - **Dated: June 26, 2018**

The City of Baraboo, Wisconsin

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

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 26, 2018**

The City of Baraboo, Wisconsin

Background Various personal property taxes for the years 2007 – 2016 are now uncollectible. Reasons for the delinquencies becoming uncollectible may be due to being out of business, to taxes being rescinded, and/or to internal collection efforts being exhausted. Continued internal collection efforts are no longer warranted: However, the accounts have been turned over to State Debt Collection or collection agency of record.

Various accounts receivable for the years 2013 – 2017 are now uncollectible. Reasons for the delinquencies becoming uncollectible may be due to bankruptcies, to being deceased, and/or to internal collection efforts being exhausted. Continued internal collection efforts are no longer warranted: However, the accounts have been turned over to State Debt Collection or collection agency of record.

Community Development Authority (CDA) receivable for Corson Square damages is now uncollectible. Reasons for the delinquencies becoming uncollectible may be due to bankruptcies, to being deceased, and/or to internal collection efforts being exhausted. Continued internal collection efforts are no longer warranted: However, the accounts have been turned over to State Debt Collection or collection agency of record

Also, certain accounts receivable are now deemed uncollectible and will move from a receivable to an allowance for doubtful accounts. The allowance for doubtful accounts is a balance sheet account that reduces the reported amount of accounts receivable. To increase the allowance for doubtful accounts, an increase in a write off expense account is needed.

This item has been presented to the Finance/Personnel Committee on June 26, 2018. The Treasurer's schedule for delinquent accounts is attached.

Note: (√one) ***[ ] Not Required*** ***[ ] Budgeted Expenditure*** ***[ ] Not Budgeted*** ***[√] Other***
Comments: *The 2018 budget has money to pay for doubtful or uncollectible accounts*

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

WHEREAS, the following delinquent personal property account(s) be written off in the amount of $28.83; and

Business Name	Tax Year	Amount	Reason
Baraboo Ink and Toner	2016	$ 28.83	Moved to West Baraboo 2014

WHEREAS, the following account(s) receivable balance(s) be written off in the amount of $1,431.08; and

Name	Tax Year	Amount	Reason
Martin, Kevin	2017	$ 316.02	Bankrupt
Bracey, Jeffrey	2016	$ 314.20	Deceased
Wiatrok, Betty	2017	$ 222.55	Deceased
Hernandez, Rob	2017	$ 159.93	Unable to locate
Schmidt, Sandra	2016	$ 286.08	Deceased
Stromberg, Giner	2013	$ 132.30	State Debt Collection determined uncollectible

WHEREAS, the following CDA account(s) receivable balance(s) be written off in the amount of $1,015.57; and

Name	Tax Year	Amount	Reason
Wintersteen, Carol	2017	$1,015.57	Deceased

WHEREAS, the following allowance for doubtful accounts be created in the amount of $5,298.58; and

Name	Tax Year	Amount	Reason
Kingsley, Casey	2016	$5,298.58	Deemed uncollectible

NOW, THEREFORE, BE IT RESOLVED, that the above referenced delinquent accounts be written off, thus removed from or netted against receivables.

Offered by: Finance Committee
Motion:
Second:

Approved: _____

Attest: _____

Delinquent Personal Property 2007 - 2016

Business Name	Owner Name	Last Known Address	Business Address	Balance as of last report	Year	PAID	Continue Collection Attempts	Refer to E.Truman	Small Claim Filed	SDC CMC	TRIP	Out of Business	Recind Tax	Can't Find	Comment	Write-off City Portion	Write-off to Allowance for Doubtful Accounts
Baraboo Car Wash	Clements, J Robert	631 Lewis St Cashton 54619	1120 Jefferson	$305.84	07				$305.84	SDC							
Baraboo Car Wash	Clements, J Robert		1120 Jefferson	$374.73	08				$374.73	SDC							
Baraboo Ink and Toner				$0.00	16								$67.57		Moved to W. Baraboo 2014	$28.83	
Caflisch Auto-Truck Repair, Inc	Clint Caflisch		600 South Blvd	$0.00	16		$279.55	X									
Dennison Used Cars	Dennison, Steve	604 N Webb Ave Reedsburg 53959	Carpenter St	$70.20	09		$70.20			CMC	X						
Open Road Tattoo	Jay T Rahn Melissa A Blue (Rahn)	506 9th Ave 225 Lynn Ave	413 Oak St	$73.84	14		$73.84			New							
Open Road Tattoo			413 Oak St	$34.85	15		$34.85			New							
	Totals			**$859.46**		**$0.00**	**$458.44**		**$680.57**			**$0.00**	**$67.57**	**$0.00**		**$28.83**	**$0.00**
				Interest Collected		**$0.00**											

Accounts Receivable

Martin, Kevin	**Invoice #9814**				2017							Medical Transport			Bankrupt	$316.02	
Bracey, Jeffrey	**Invoice #9030**				2016							Medical Transport			Deceased	$314.20	
Wiatrok, Betty	**Invoice#10733**				2017							Medical Transport			Deceased	$222.55	
Hernandez, Rob	**Invoice #10341**				2017							Medical Transport		X		$159.93	
Schmidt, Sandra	**Invoice #7783**				2016							Medical Transport			Deceased	$286.08	
Stromberg, Ginger	**Invoice #4825**				2013							Medical Transport			SDC-Uncollectable	$132.30	
				$0.00		**$0.00**										**$1,431.08**	**$0.00**
																$1,459.91	**$0.00**
																Total	**$1,459.91**

Other Items to Note
CDA Accounts Receivable

Carol Wintersteen	**Invoice #9808189**	1350 Jefferson #18	Corson #105	$1,415.57		$400.00						Tenant Damages			Deceased	**$1,015.57**	

Allowance for Doubtful Accounts

Kingsley, Casey	**Invoice #9708582**				2016					X		Hydrant damage					$5,298.58
McKittrick, Kim	**Invoice #4174**	607 Prairie		$1,413.58	2011				$1,660.08	X		Hydrant damage					
Adrian, Lucas	**Invoice #5115**	227 Water St	315-1/2 East	$4,977.79	2013					X		Hydrant damage					
																Total	**$5,298.58**

Could not charge back - Still in business

RESOLUTION NO. 2018 - **Dated: June 26, 2018**

The City of Baraboo, Wisconsin

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

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

THAT, Roy Franzen and Angela Witczak, be reappointed to the Park & Recreation Commission for a term beginning August 1, 2018 thru July 31, 2021.

Offered By: Consent **Approved by Mayor:** _____
Motion:
Second: **Certified by City Clerk:** _____

NBR - 1

RESOLUTION NO. 2018 - Dated: June 26, 2018

The City of Baraboo, Wisconsin

Background: The Baraboo Fire Department in collaboration with Madison College (MATC) and the School District of Baraboo are hosting a High School Fire Academy Class. The semester of training will allow students to test for the certification to Firefighter II level in the State of Wisconsin. This will be the second High School Fire Academy that MATC has collaborated on (the first was with another school district).

The classroom instruction will be held at the Baraboo Fire Department. The practical instruction will be held not only at the Baraboo Fire Department, but at other City property including, but not limited to, the old Jackson House on Highway 33, the container based training prop and other City owned buildings. Apparatus and equipment from apparatus will be used in the practical sessions as necessary to reinforce the particular skills taught. An estimated five days of travel to the MATC Campus to use the fire training props is also planned into the course.

The Fire Department's insurance company was consulted on use of facilities and equipment. There are no concerns related to this activity and the appropriate insurance coverage is in place. MATC and the School District of Baraboo are also agreeing to indemnify the City.

Transportation to and from the high school will be coordinated with the school district. This may include the use of a fire department vehicle with the operator being reimbursed for time through the School District of Baraboo. Again, the insurance company is acceptable with this agreement.

The Baraboo Fire Department has fire personnel that are also employed by MATC as part-time fire instructors. This includes the Fire Chief. The employee handbook addresses moonlighting and the Fire Chief and other instructors strictly comply with the aforementioned policy.

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

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

THAT the Mayor and City Clerk are authorized to sign the Agreement for the use of the City of Baraboo's Property, Apparatus and Equipment for the Baraboo High School Fire Academy.

THAT the Fire Chief is authorized to make equitable arrangements with the School District of Baraboo for use of Fire Department vehicle for transportation of students to and from the high school.

THAT the Fire Chief and other Fire Department personnel are authorized to work with Madison College (MATC) as instructors for the Baraboo High School Academy as long as all of the requirements of the City's policy regarding moonlighting are complied with.

Offered by: Finance & Public Safety **Approved:** _____
Motion:
Second: **Attest:** _____

AGREEMENT FOR THE USE OF THE CITY OF BARABOO'S PROPERTY, APPARATUS AND EQUIPMENT FOR THE BARABOO HIGH SCHOOL FIRE ACADEMY

THIS AGREEMENT FOR THE USE OF FIRE DEPARTMENT APPARATUS AND EQUIPMENT FOR THE BARABOO HIGH SCHOOL FIRE ACADEMY ("**AGREEMENT**") is entered into between the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913, ("**CITY**") the School District of Baraboo, with a mailing address of 423 Linn Street, Baraboo, WI 53913, ("**SDOB**") and the Madison Area Technical College, with a mailing address of 1701 Wright St, Madison, WI 53704 ("**MATC**"). The City, SDOB and MATC may be jointly referred to herein as the parties.

RECITALS

WHEREAS, MATC and SDOB have partnered together to offer eligible SDOB students the opportunity to enroll in a High School Fire Academy ("**ACADEMY**"), a college level course that will provide college credits while the students learn about fire safety and firefighting, and possibly become certified as firefighters, and

WHEREAS, MATC and SDOB would like the classroom and practical sessions of the Academy to take place on City property, either in the Fire Department's meeting room, container based training props, or other property owned by the City, and for the students to be trained to use the City's Fire Department apparatus and equipment, and

WHEREAS, in the interest of continuing to foster good working relationships with both SDOB and MATC, to encourage students to pursue firefighting as a career option, and to teach and enforce good fire safety behavior, the City will make available for use by the Academy City property, apparatus and equipment, subject to the terms herein.

NOW, THEREFORE, it is agreed between the parties as follows:

TERMS

1. The City shall allow students enrolled in the Academy to enter onto and remain on City property, including property that is otherwise restricted to City employees only, immediately before, during, and immediately after Academy class periods, while under the supervision of the Academy instructor.

2. The City shall allow students enrolled in the Academy to use and operate the City's Fire Department apparatus and equipment during Academy class periods and while under the supervision of the Academy instructor.

3. The City shall allow MATC Instructors assigned to the Academy Class that are also employed as members of the Baraboo Fire Department to operate the City's Fire Department apparatus and equipment during assigned instruction time.

4. The permissions granted by Paragraphs 1 and/or 2, above, may be temporarily suspended at any time by the City without notice in the event of an emergency or at the discretion of the Baraboo Fire Chief or designee. All reasonable efforts shall be made by the Baraboo Fire Chief or designee to notify SDOB and MATC about a temporary suspension of permissions prior to the start of an Academy class period. If a temporary suspension of permissions occurs when an Academy class is in session, SDOB and MATC shall be solely responsible for the Academy students if they are required to leave City.

5. The City shall have the sole authority to deny, or immediately revoke, a student(s) permissions granted by Paragraphs 1 and/or 2, above, if, in the sole determination of the City, the student(s) behavior creates a dangerous environment or if the student(s) engages in unlawful behavior. Examples include, but are not limited to, a student that refuses to follow the directions of the Academy instructor, a student that engages in unlawful behavior while on City property (including smoking, vaping or using chewing tobacco), and/or a student that is disruptive to the general learning environment of the Academy.

6. SDOB and MATC agree at all times during the term of the Agreement to indemnify, hold harmless and defend the City, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney fees) which the City, its Boards, Committees, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the Academy, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts or omissions of the City, its Agencies, Boards, Committees, Officers, Employees, Authorized Representatives or Volunteers.

7. The parties shall strive to resolve all disputes concerning this Agreement by informal mediation prior to taking any form of legal action.

8. Any party hereto shall have the right to terminate this Agreement upon thirty (30) calendar day's written notice to the nonterminating parties.

9. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.

10. This Agreement may not be modified or assigned without the prior written consent of the parties.

11. All notices shall be in writing and shall be personally, or by registered mail or certified mail return receipt requested, delivered to the parties at their respective address provided above.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. The effective date of this Agreement shall be as of the date of final execution hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates listed below.

CITY OF BARABOO

BY: _____
Mike Palm, Mayor
DATE: _____

BY: _____
Brenda Zeman, City Clerk
DATE: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

On the _____ day of _____, 2018, before me personally came Mike Palm, Mayor, and Brenda Zeman, City Clerk, to me known, who being by me duly sworn, that they executed the foregoing instrument.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission:_____

(SIGNATURE PAGE TO CONTINUE)

SCHOOL DISTRICT OF BARABOO

BY: Lori M. Mueller
PRINT: LORI M. MUELLER
TITLE: DISTRICT ADMINISTRATOR
DATE: 06-12-2018

BY: Kevin H. Vodak
PRINT: KEVIN VODAK
TITLE: SCHOOL BOARD PRESIDENT
DATE: 6-13-2018

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

On the _____ day of _____, 2018, before me personally came _____, to me known, who being by me duly sworn, that they executed the foregoing instrument.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission:_____

MADISON AREA TECHNICAL COLLEGE

BY: _____
PRINT: _____
TITLE: _____
DATE: _____

BY: _____
PRINT: _____
TITLE: _____
DATE: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

On the _____ day of _____, 2018, before me personally came _____, to me known, who being by me duly sworn, that they executed the foregoing instrument.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission:_____

NBR - 2

RESOLUTION NO. 2018- **Dated: June 26, 2018**

The City of Baraboo, Wisconsin

Background: The City owns an unimproved 66-foot wide road right-of-way for 12th Avenue immediately west of Oak Street. The property owners at 1317 Oak Street, located on the southwest corner of 12 Ave and Oak Street, have an existing gravel driveway on the westerly portion of their property that connects to the unimproved right-of-way of 12th Avenue and then extends east on said right-of-way to Oak Street. They would like to pave that driveway and have requested a formal easement for a private driveway on the City's right-of-way.

This matter was reviewed by the Public Safety Committee at their June 11th meeting and they unanimously recommended that the Council approve an Easement Agreement with the property owners.

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

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

That a permanent easement along the unimproved right-of-way of 12 Avenue, west of Oak Street, for a paved driveway not exceeding 12 feet in width is hereby granted by the City of Baraboo to Richard Manthe and Steven Ramsey as described in the attached Easement Agreement.

Offered by: Public Safety Committee **Approved:** _____

Motion:

Second: **Attest:** _____

| Document No. |

EASEMENT FOR PRIVATE DRIVEWAY ON PUBLIC RIGHT-OF-WAY

| Return to:
| Emily Truman, City Attorney
| City of Baraboo
| 101 South Blvd.
| Baraboo, WI 539131020

206-2101-00000
Parcel Number

THIS EASEMENT FOR PRIVATE DRIVEWAY ON PUBLIC RIGHT-OF-WAY (the *Agreement*) is entered into by the City of Baraboo (Grantor), and Richard W Manthe & Steven R Ramsey (Grantee).

RECITALS

WHEREAS, Grantor is the owner of certain real property located in the City of Baraboo, Sauk County, Wisconsin, described as follows: the 66-foot wide unimproved public right-of-way for 12th Avenue, west of Oak Street, in the City of Baraboo, Sauk County, WI; and

WHEREAS, Grantee is the owner of certain real property also located in the City of Baraboo, Sauk County, Wisconsin, adjoining said 12th Avenue right-of-way, described as follows: Lots One (1) and Two (2), Block Three (3), English's Subdivision, City of Baraboo, Sauk County, Wisconsin; also, the North One-half (N1/2) of that portion of the vacated alley lying immediately to the South of the West 27 feet of Lot 2, Block 3, English's Subdivision; and

WHEREAS, Grantor wishes to convey to Grantee certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor grants to Grantee and all their successors and assigns and their occupants, agents, guests and invitees (collectively, *Users*) a perpetual easement to use a portion of the Grantor's property to construct a paved driveway, not more than 12 feet in width, that is intended to be used for vehicular and pedestrian ingress and egress over, on and across such portions of Grantor's property.

2. Maintenance. Grantee shall at all times maintain the driveway in good condition and repair including, but not limited to, periodic patching and resurfacing, and shall within twelve (12) calendar months from the date of this Agreement, pave the driveway with either asphalt or concrete. Grantee shall also keep the driveway in a neat and safe condition free from debris, snow, overgrown vegetation, and any other unsightly, hazardous or dangerous conditions.

3. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and its officers, agents, and employees from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with this Agreement and/or the driveway, regardless of the cause.

4. Insurance. Grantee shall maintain in effect at all times during the terms of this Agreement a policy of general liability insurance insuring against injury to property, person or loss of life arising out of the use, occupancy, or maintenance of the driveway, with limits of coverage that are at levels customarily maintained by homeowners in the community in which the driveway is located. Insurance required under this Agreement shall be written by a company duly qualified to do business in the State of Wisconsin.

5. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the owners and their respective successors and assigns. The party named as Grantee in this Agreement and any successor or assign to the Grantee as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

6. Non-use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefitting party from later use of the easement rights to the fullest extent authorized by this Agreement, unless the non-use results in a violation of paragraph 2, above, for a period of greater than one calendar year, in which case Grantor shall have the right to terminate this Agreement pursuant to paragraph 17, below

7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Sauk County, Wisconsin.

9. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

12. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

13. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

14. Effective Date. This Agreement shall become effective on the date it is signed by all of the parties.

15. Termination. Grantor may terminate this Agreement for cause by providing notice to Grantee or their successors or assigns at least thirty (30 calendar days prior to the termination date. Grantee may terminate this Agreement at any time without cause by providing written notice to Grantor at least ten (10) calendar days prior to the termination date. In the event of the termination of this Agreement, any improvements made to the driveway by Grantee shall become the sole property of Grantor with no compensation due to Grantee for said improvements.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(SIGNATURE PAGES TO FOLLOW)

CITY OF BARABOO, GRANTOR

By: _____ Date: _____
Michael Palm, Mayor

By: _____ Date: _____
Brenda Zeman, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 2018, by Michael Palm, Mayor, and Brenda Zeman, City Clerk, on behalf of the City of Baraboo.

Name of Notary Public: _____
Signature: _____ *Seal*
My commission Expires: _____

RICHARD W MANTHE & STEVEN R RAMSEY, GRANTEE

By: _____ Date: _____
Richard W Manthe

By: _____ Date: _____
Steven R Ramsey

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 2018, by _____

Name of Notary Public: _____
Signature: _____ *Seal*
My commission Expires: _____

This document was drafted by:
Emily Truman
Baraboo City Attorney
SBN: 1099535

RESOLUTION NO. 2018 - **Dated: June 26, 2018**

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of entering into an intergovernmental agreement with the Village of West Baraboo in order to accept a Stewardship Grant for the purposes of making improvements to the Baraboo River at Maxwell-Potter Conservancy.

The grant offered by the DNR is a partial award of a 2017 Stewardship application made by MSA on behalf of the Village of West Baraboo and City of Baraboo. The amount of the grant is $64,000 and is to be matched with a $64,000 local share. The local share would be funded entirely with ATC (American Transmission Company) funds previously designated for use of improvements to the Baraboo River. $100,000 total was designated for the City from the ATC funds, so there would be no fiscal impact.

This grant would be used entirely to provide river access and streambank stabilization at Maxwell-Potter Conservancy, to install an ADA accessible non-motorized boat launch, parking, landscaping, signage and pathway.

As the Village of West Baraboo was the sponsor of the grant, an intergovernmental agreement is required before the money will be awarded.

Fiscal Note: [x] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted
Comments: Matching funds would not exceed the $100,000 ATC grant monies previously designated for river improvements in the City of Baraboo

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

THAT the City of Baraboo enter into an Inter-Governmental Agreement with the Village of West Baraboo to accept a Stewardship Grant of $64,000 for the purpose of river access and stabilization at Maxwell-Potter Conservancy.

Offered by: **Approved:** _____
Motion:
Second: **Attest:** _____

INTERGOVERNMENTAL AGREEMENT FOR USE OF 2018/2019 STEWARDSHIP GRANT FUNDS

This Intergovernmental Agreement for the use of 2018/2019 Stewardship Grant Funds ("Agreement") is entered into by the Village of West Baraboo ("Village") and the City of Baraboo ("City"). The City and the Village may be jointly referred to herein as the "Parties" or singularly as a "Party."

PREAMBLE

WHEREAS, there are Stewardship Funds that may be available from the Wisconsin Department of Natural Resources ("WDNR") for restoration of the Baraboo River shoreline and the creation of recreational access points within the City and the Village ("Stewardship Funds"), and

WHEREAS, the Parties intend to expend potential Stewardship Funds awarded in calendar year 2018/2019, and

WHEREAS, the Village has agreed to work with the City to develop projects both in the Village and City's corporate limits through their joint submitted WDNR Stewardship Grant Application ("Application"). The projects provided for in the Application included the shoreline restoration at Mary Rountree Park and installation of an ADA accessible canoe/kayak launch at Maxwell-Potter Park located within City's Corporate Limits (the "Project") (tax parcel numbers 206-0899-10000, 206-2625-00000, 206-1684-10000, 206-1685-10000, 206-1686-10000, 206-1687-10000, 206-2618-10000, 206-2620-10000, 206-2621-10000) (the "Property"), and

WHEREAS, the WDNR requires restrictive covenants prohibiting the conversion of property on which Stewardship Funds are expended to uses that are inconsistent with the purposes of the Stewardship Program as a condition of the award of Stewardship Funds;

NOW THEREFORE, the City of Baraboo and the Village of West Baraboo agree as follows:

TERMS

1. In the event that Stewardship Funds are awarded, and the amount of the Stewardship Funds allows enough funds to be expended on the Property to complete the Project, the Parties agree to obligate themselves to the terms of this Agreement and the Stewardship Grant Agreement ("Grant Agreement") as required by the WDNR and its covenants. Standard covenants are attached hereto as Exhibit A.

2. Upon the execution of the Grant Agreement, the Parties will develop a design to complete the work. The City will allow the Village to bid and contract with a responsible contractor, and will allow construction on the Property for the Project. The Village will be the primary contact with the contractor for administering the contract, and will provide the City with information related to the administration of the contract on a timely basis.

3. The Parties acknowledge that the Grant Agreement requires the contribution of a local share of costs matching the Stewardship Funds awarded by the WDNR ("Local Match

Funds"). The City agrees to contribute the first $64,000 of Local Match Funds and ½ of all Local Match Funds thereafter. The Village agrees to contribute ½ of all Local Match Funds beyond the first $64,000. The Village shall pay the contractor when payment is due, and the City will pay its share of Local Match Funds to the Village to implement the Projects on the Property, with payment due by the City to the Village within thirty (30) calendar days of the City's receipt of an invoice from the Village. The Village will receive the Stewardship Funds from the WDNR and apply them toward payment of the contractor's invoices for the Project.

4. If either Party has a dispute over the contractor's performance under the contract for the Project, the Parties shall jointly review the dispute and reach a mutually satisfactory agreement regarding the resolution of the dispute. In the event sums become due to the contractor from the Parties after the resolution of a dispute, the Parties agree that the Village shall pay the full amount to the contractor, with the City then paying to the Village one half (1/2) of any sums paid by the Village to the contractor within thirty (30) calendar days of the City's receipt of the Village's invoice.

5. The Parties may agree to share in the cost of any change orders that might be proposed for additional work related to this project, but neither is bound to approve any additional work. Any change order shall be approved in writing by both the City and the Village and the cost and division of payment for the change order shall be determined by the Parties as an addendum to this Agreement. In the event a change order is submitted that requires execution in order to complete the Project, the Parties agree to jointly review the change order and reach a mutually satisfactory agreement regarding the change order.

6. If for any reason the Grant Agreement, in whole or in part, is rescinded, revoked, or terminated and/or the Stewardship Funds are withheld or not paid by the WDNR, the Village shall pay the contractor any balance due to the contractor under the contract and the City shall reimburse the Village for one half (1/2) of the amount paid by the Village to the contractor in excess of any Stewardship Funds ultimately received.

7. In the event the Parties are unable to reach a mutually satisfactory resolution as required herein, the Parties agree to attempt to informally mediate the dispute between themselves, by taking into consideration the original intent of this Agreement, which is to complete the Project in a timely basis while only expending the Stewardship Fund, prior to either Party taking formal legal action.

8. This Agreement supersedes any and all other prior agreements, either oral or in writing, between the Parties with respect to use of the Stewardship Funds. The Parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not addressed by this Agreement, and that no other agreement, statement, or promise not contained in this Agreement with respect to the matters contained herein shall be valid or binding. No amendment, alteration, or modification of this Agreement shall be effective unless it is approved in writing by both the Village and the City and signed by the Party to be bound.

9. Should any term, condition or provision of this Agreement be determined by any court of

competent jurisdiction to be illegal, in conflict with any law or regulation of the State of Wisconsin or of the United States, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provision shall not be affected.

10. Except as otherwise specifically provided for in this Agreement, each Owner shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement including, without limitation, their respective attorneys' fees.

11. This Agreement is effective upon the execution of this Agreement by both Parties, and may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. The Parties warrant that their respective governing bodies have authorized them to enter into this Agreement.

VILLAGE OF WEST BARABOO

Witness Signature: Kaitlin Nye
Witness Print: Kaitlin Nye

By: David J. Dahlke
David Dahlke, Village President
Date: 14 June 2018

Witness Signature: Carol K Cox
Witness Print: Carol K Cox

By: Kaitlin Nye
Kaitlin Nye, Village Clerk-Treasurer
Date: 6-15-2018

CITY OF BARABOO

Witness Signature:_____
Witness Print:_____

By: _____
Mike Palm, Mayor
Date:_____

Witness Signature:_____
Witness Print:_____

By:_____
Brenda Zeman, City Clerk
Date:_____

F:\DOCS\WD\29729\0\A3133109.DOCX

Exhibit A

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Urban Rivers Subprogram and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.

2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.

3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.

5. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.

6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.

7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.

8. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.

10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.

11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.

12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.

13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.

14. Shall agree to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at

http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines issued by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling $750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

The Department:

15. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.

16. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.

b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.

c. All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.

d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.

e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.

f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.

g. Development plans must be submitted to the Department for approval prior to any construction.

h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.

i. If the project involves construction or renovation of parking facilities, the sponsor shall provide accessible parking that meets or exceeds requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, state requirements, or local requirements, whichever is most stringent. A minimum of one stall must be van accessible.

j. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)

k. The Department of Safety and Professional Services (formerly Department of Commerce) must approve all sanitary facility plans before construction begins. (if restroom)

l. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Safety and Professional Services (formerly Department of Commerce) before construction begins. (if shelter or restroom)

m. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:

- Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.
- Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at http://dnr.wi.gov/topic/invasives/disinfection.html

NBO - 1

The City of Baraboo, Wisconsin

Background: The Public Safety Committee considered a request to revise certain parking regulations adjacent to the Fire Department at 135 4th Street at their June 11th, 2018 meeting. Based on recommendations from the City Engineer and Chief of Police, the Committee recommended that the Common Council approve the proposed changes.
Fiscal Note: (check one) [x] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted ***Comments:***

An Ordinance revising the City of Baraboo Code of Ordinances §7.08 Speed Limits.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. The City of Baraboo Code of Ordinances § 7.09 is revised as follows:

7.09 <u>PARKING RESTRUCTIONS</u>.

(16) RESERVED PARKING FOR OFFICIALS. (1534 03/02/89)

(b) The following officials, departments, and department heads shall have a reserved parking space in the City parking lot or in the Alma Waite Annex parking lot located north of the Municipal Building: (1802 04/11/95, 2033 11/14/2000, 2321 10/27/2009)

~~Police Department ("For Police Vehicles Only") – 3 spaces~~
Fire Department ("For Fire Personnel Only") – 9 spaces (2075 02/26/2002, 2321 10/27/2009)
Baraboo District Ambulance Service – 3 spaces (2321 10/27/2009)

(e) The following parking spaces shall be reserved for the parking of fire department personnel for emergency calls on a 24-hour basis:
The west side of Ash Street between ~~5~~ 4th Street and ~~the mid-block alley south of~~ 5th Street.

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

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of July, 2018 and is recorded on page ___ of volume ___.

City Clerk: _____

Month	May	2018

City of Baraboo

Treasurer's Report

Investment 2018.xlsx 6/11/2018

Bank Balance							Bank															
BANK INVESTMENTS	Type	Fund	Account	Term	Maturity	Rate	BNB	LGIP	WF/JB	CFB	SUM	BWD	PDS	FBB	RCB	CLARE	WCCU	ICB	CCF	BMO	FICA	SCHWAB	Grand Total
Airport to General	Cert of Deposit	100	7068859	21 months	7/16/18	1.00%	82,296.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82,296.65
Alma Waite Account	NOW account	820	104502957	Daily		0.49%	5,663.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,663.25
Alma Waite Trust Fund	Cert of Deposit	820	6275826	36 months	7/8/18	1.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	164,842.68	0.00	0.00	0.00	0.00	164,842.68
			25688	36 months	4/20/19	1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			6295215	36 months	10/16/19	1.35%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00	0.00	125,000.00
			3861228	33 months	11/21/20	*2.05%	0.00	0.00	0.00	0.00	0.00	105,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105,000.00
			54962-27444	30 months	8/21/20	1.99%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	100,000.00
			6900492354	31 months	9/22/20	2.25%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110,000.00	0.00	0.00	110,000.00
			173747	30 months	10/16/20	2.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110,000.00	0.00	0.00	0.00	110,000.00
	Investment Pool	820	856206-3	Daily		1.81%	0.00	37,204.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,204.46
	Dana Investment	820	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	250,000.00
CDA-Grant Accounts	Checking	220	1000934/114639	Daily		none	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
CDA-Loan Accounts	(blank)	983	(blank)	(blank)			612,472.40	163,843.34	0.00	53,682.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	829,998.08
Fire Benefit Fund	Investment	900	126696102	Daily		0.10%	0.00	0.00	0.00	0.00	648.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	648.98
	Cert of Deposit	900	6900470891	13 months	12/1/18	1.49%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80,000.00	0.00	0.00	80,000.00
	Investment Pool	900	856206-4	Daily		1.81%	0.00	27,399.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,399.11
Fire Equipment Fund	Cert of Deposit	420	19965	36 months	12/14/18	1.20%	0.00	0.00	0.00	0.00	0.00	0.00	128,022.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128,022.16
			6294952	36 months	9/13/19	1.35%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131,641.41	0.00	0.00	0.00	0.00	131,641.41
			54962-25689	36 months	4/20/19	1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	125,000.00
			109465199	24 months	3/23/20	2.16%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			30087	36 months	3/28/21	2.47%	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
	Dana Investment	420	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	250,000.00
Friends of the Library	Savings	940	103035891	Daily		0.10%	17,766.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,766.68
General Cash Account	Checking / NOW	100	1000306/9830	Daily		.04%/.49	600,316.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600,316.75
	Deposit Placeme	100	101066015	Daily		0.49%	57,929.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57,929.30
General Fund	Money Market	100	908-640	Daily		0.28%	0.00	0.00	203,790.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	203,790.82
			86190136	Daily		0.75%	0.00	0.00	0.00	773,707.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	773,707.40
			163563	Daily		0.30%	0.00	0.00	0.00	0.00	0.00	231,931.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231,931.46
			7481010	Daily		0.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	485,565.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	485,565.10
			471582	Daily		0.70%	0.00	0.00	0.00	0.00	0.00	0.00	288,592.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	288,592.43
			10080968	Daily		1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	640,749.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	640,749.84
			525450	Daily		0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	401,638.99	0.00	0.00	0.00	0.00	0.00	0.00	401,638.99
			54962-07	Daily		1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,432.75	0.00	0.00	0.00	0.00	0.00	120,432.75
			5031443	Daily		0.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58,595.73	0.00	0.00	0.00	0.00	58,595.73
			20032292	Daily		0.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122,534.69	0.00	0.00	0.00	122,534.69
			2061232	Daily		1.15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,855.86	0.00	0.00	100,855.86
	Cert of Deposit	100	54962-22811	36 months	4/22/19	1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00
			3846829	24 months	9/12/19	1.45%	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			40029949	36 months	6/5/18	1.25%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,336.36	0.00	0.00	0.00	150,336.36
			54962-25192	36 months	10/22/18	1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			3851222	25 months	5/26/18	1.13%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			29565	24 months	8/28/19	1.40%	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00
			6900460439	15 months	11/30/18	1.49%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,373.73	0.00	0.00	150,373.73
			29645	18 months	3/20/19	1.40%	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
			29646	12 months	9/20/18	1.33%	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
			6199976	15 months	6/20/19	2.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00
			30085	12 months	3/28/19	2.15%	0.00	0.00	0.00	110,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110,000.00
			173747	24 months	4/6/20	2.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	150,000.00
	Investment Pool	100	856206-1	Daily		1.81%	0.00	1,009,187.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,009,187.96
	Deposit Placeme	100	104791111271	Daily		1.62%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,013,161.23	1,013,161.23
			10090686	Daily		0.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,017,202.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,017,202.80
	Dana Investment	100	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,225,000.00	1,225,000.00
General Fund-Bond Issue	Money Market	100	104557859	Daily		1.73%	590,547.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	590,547.63
	Investment Pool	100	856206-2	Daily		1.81%	0.00	2,489,337.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,489,337.93
	Deposit Placeme	100	10090686	Daily		0.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123,000.00
Library Building Fund	Cert of Deposit	851	40032033	17 month	3/27/19	1.74%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151,110.34	0.00	0.00	0.00	151,110.34
	Investment Pool	851	856206-6	Daily		1.81%	0.00	151,306.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151,306.61
	Dana Investment	851	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00
Library Segregated Fund	NOW account	850	104551192	Daily		0.49%	118,325.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118,325.70
Library Segregated Trust F	Cert of Deposit	850	14890100-6	13 months	4/23/19	1.39%	0.00	0.00	0.00	0.00	227,787.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	227,787.49
			30086	12 month	3/28/19	2.15%	0.00	0.00	0.00	240,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240,000.00
Park House Account	NOW account	890	101001035	Daily		0.49%	20,322.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,322.41
Park Impact Fees	Cert of Deposit	250	20341	12 months	5/1/18	0.80%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			40032035	17 months	3/27/19	1.74%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,185.05	0.00	0.00	0.00	25,185.05
			40032677	24 months	5/2/20	2.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00	0.00	0.00	0.00	40,000.00
Park Kuenzi Estate	Cert of Deposit	830	6264646	24 months	7/22/18	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,150.04	0.00	0.00	0.00	0.00	15,150.04
			7069931	24 months	7/25/19	1.25%	20,928.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,928.52
Park Segregated Fund	Cert of Deposit	870	30009	12 months	3/12/19	2.15%	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
	NOW account	840/87	1000-888	Daily		0.49%	64,902.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,902.66
Sewer Debt Service	NOW account	960	104506359	Daily		0.49%	19,685.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,685.86
Sewer Depreciation Fund	Cert of Deposit	960	7069761	18 Months	7/25/18	0.90%	155,665.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155,665.38
Sewer Equipment Replace	Cert of Deposit	960	14890100-1	24 Months	1/25/19	1.25%	0.00	0.00	0.00	0.00	135,921.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135,921.20
			3854693	18 month	8/14/18	1.10%	0.00	0.00	0.00	0.00	0.00	161,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	161,760.00
	NOW account	960	104522281	Daily		0.49%	237,927.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,927.46
	Dana Investment	960	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	400,000.00
Sewer General	Money Market	960	525990	Daily		0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	246,071.25	0.00	0.00	0.00	0.00	0.00	0.00	246,071.25
	Cert of Deposit	960	54962-26733	18 months	11/24/18	1.15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157,228.13	0.00	0.00	0.00	0.00	0.00	157,228.13
			30007	12 months	3/12/19	2.15%	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00
	NOW account	960	104550099	Daily		0.49%	744,157.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	744,157.21
	Dana Investment	960	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	100,000.00
Stormwater	Dana Investment	950	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	150,000.00
Stormwater Equip Replace	Money Market	950	104565819	Daily		0.49%	212,702.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212,702.83
Utilities Account	Checking	960/97	101000292	Daily		0.04%	430,229.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	430,229.69
Water General	Money Market	970	101153201	Daily		0.49%	337,602.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	337,602.84
	Cert of Deposit	970	54962-26671	18 months	11/3/18	1.15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303,459.89	0.00	0.00	0.00	0.00	0.00	303,459.89
			40032034	17 months	3/27/19	1.74%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,480.45	0.00	0.00	0.00	201,480.45
			6900470890	13 months	12/1/18	1.49%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	200,000.00
			30006	12 months	3/12/19	2.15%	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
	Dana Investment	970	3694-7092	(blank)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	275,000.00	275,000.00
Grand Total							4,329,453.22	3,878,279.41	203,790.82	2,252,389.74	364,357.67	648,691.46	416,614.59	635,565.10	1,780,952.64	647,710.24	1,181,120.77	645,229.86	950,646.89	641,229.59	1,013,161.23	3,150,000.00	22,739,193.23
							19.04%	17.06%	0.90%	9.91%	1.60%	2.85%	1.83%	2.80%	7.83%	2.85%	5.19%	2.84%	4.18%	0.90%	4.46%	13.85%	Actual
			Bank Rating				***		****	****	****	*****	*****	****	*****	****	****	****	****		****		
			FDIC / State Insured				1,320,401.70	Unlimited	1,300,000.00	650,000.00	650,000.00	650,000.00	650,000.00	650,000.00	Unlimited	650,000.00	650,000.00	650,000.00	650,000.00	650,000.00	Unlimited	Unlimited	$ 14,145,984
			Collateral				5,235,763.00			1,959,846.00							1,000,000.00		496,000.00				$ 5,443,209
			Brokerage Securites																				$ 3,150,000
			Maximum Investment				6,556,164.70			2,609,846.00							1,650,000.00		1,146,000.00				$ 22,739,193

Lori J Laux, Treasurer

TREASURER'S INVESTMENT TRANSACTION REPORT for May 2018

		Average Rate of Return on Current Deposits:			**Benchmarks:**	
			Avg Term		LGIP	1.81%
Total Receipts:	224,312.08	General Funds:	6.7 M	1.42%		
		Utility Funds:	13.7 M	1.02%	90-day T-bill:	1.94%
Total Disbursments:	1,067,075.52	Segregated Funds:	27.7 M	1.61%		
		Securities w/Dana	3.51 years	1.78%		
		All Funds:	11.5	1.31%	6M CD:	1.16%
		Liquid:	61%		12M CD:	1.56%
		Term:	39%		18M CD:	1.74%

Policy Objectives:

Safety: ▪ $3,150,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.

Liquidity: ▪ Investing in CD's when good rates are available.

Yield: ▪ Short term CD yields are good. LGIP and treasuries are at a stable rate. Bond securities are selling at a discount.

TRANSACTIONS

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
(1)	Reinvest	CD	Park Impact	PDS	20341		12 mos	5/1/2018	0.80%	35,000.00	Reinvested
				CCF	40032677		24 mos	5/2/2020	2.30%	40,000.00	Reinvested

Comments:

INVESTMENT ADVISOR TRANSACTIONS

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Dat	Yield to Worst Yield - Maturit	Amount	Interest
(1)	MATURED	FMAC	3134G76G1	99.9260	AA+		2.5 years	5/17/2018	1.08%	200,000.00	Semiannual
	Comments:	Held for full term, earned 1.08%									
(2)	BUY	FMAC	3134GBRB0	0.9907	AA+	Callable Step Coupon	2.0 years	6/5/2020	2.61%/2.67%	200,000.00	Semiannual
	Comments:	Purchased at the end of year 1 on a 3 year security at a discount.									

Baraboo Fire Department
Monthly Report - May 2018

Incident Responses	May 2018	Year to Date 2017	Totals 2017	Year to Date 2018
Fire, Other	1	1	2	1
Building Fire	3	6	12	8
Fire in Mobile Home used as a Fixed Structure	0	0	0	0
Fire in Structures other than Building	0	0	0	0
Cooking Fire	2	2	6	5
Chimney Fire	0	1	1	4
Vehicle Fire	0	1	2	1
Wildland Fire	0	1	3	5
Trash or Rubbish Fire Contained	0	1	1	0
Outside Rubbish, Trash or Waste Fire	2	0	3	2
Dumpster or other Trash Receptacle Fire	0	2	3	0
Outside Storage Fire	0	0	0	0
Outside Gas or Vapor Combustion Explosion	0	0	0	0
Medical Assist	**3**	**5**	**31**	**8**
Vehicle Crash	**6**	**28**	**77**	**17**
Motor vehicle/pedestrian crash	**0**	**0**	**1**	**0**
Search for Person on Land	**0**	**1**	**1**	**0**
Extrication of Victim(s) from Building/Structure	**0**	**0**	**0**	**0**
Extrication from Vehicles	**0**	**2**	**5**	**1**
Extrication, Other	**0**	**1**	**2**	**0**
Elevator Rescue	**0**	**0**	**1**	**2**
Water/Ice Rescue	**2**	**0**	**0**	**2**
High Angle Rescue	**0**	**2**	**7**	**0**
Hazardous Material	1	5	15	3
Carbon Monoxide Incident	0	0	2	0
Hazardous Call, Other	1	11	26	3
Vehicle Accident - General Cleanup	0	2	3	4
Animal Rescue	0	0	0	0
Water Problem, Other	0	0	0	0
Smoke or Odor Removal	0	1	1	0
Sevice Call, Other	1	0	1	1
Lock-out	0	0	0	0
Assist Police	0	2	6	1
Public Service	0	14	18	1
Unauthorized Burning	0	1	4	1
Authorized Burning	0	2	4	0
Good Intent Call	2	9	34	20
Dispatched/Cancelled	7	12	31	20
Wrong Location	0	0	0	0
Smoke Scare, Odor of Smoke	0	1	2	0
Steam, Vapor, Fog or Dust thought to be Smoke	0	0	3	0
Malicious Alarm	0	0	4	1
Bomb Threat	0	0	0	0
Alarm	2	16	38	15
Carbon Monoxide Alarm	1	9	18	2
Lightning Strike	0	0	0	0
Severe Weather Standby	0	0	0	0
Mutual Aid - City	3	4	10	8
Mutual Aid - Rural	0	2	3	4
Totals	**37**	**145**	**381**	**140**
			0	
			381	

Percentage Increase/Decrease
-3.45%
Exposure Fires
Total Incidents

	2018	
26	Fire	18.57%
30	Rescue	21.43%
3	Haz Mat	2.14%
18	Alarm	12.86%
51	Other	36.43%
12	Mutual Aid	8.57%

	2017	
33	Fire	8.66%
125	Rescue	32.81%
17	Haz Mat	4.46%
60	Alarm	15.75%
133	Other	34.91%
13	Mutual Aid	3.41%

Incident Responses by Municipality	Total Incidents	Percent		
City of Baraboo	18	48.65%	84	60.00%
Village of West Baraboo	3	8.11%	4	2.86%
Town of Baraboo	6	16.22%	22	15.71%
Town of Fairfield	1	2.70%	5	3.57%
Town of Greenfield	6	16.22%	11	7.86%
Town of Sumpter	0	0.00%	2	1.43%
Mutual Aid - City	3	8.11%	8	5.71%
Mutual Aid - Rural	0	0.00%	4	2.86%
Totals	**37**	**100.00%**	**140**	**100.00%**

Baraboo Fire Department
Monthly Report - May 2018

Fire Inspections	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec
City of Baraboo	38	3	1	35	113							
Village of West Baraboo	11	46	64	21	1							
Town of Baraboo	0	0	0	0	0							
Town of Fairfield	2	1	0	0	0							
Town of Greenfield	1	0	0	0	0							
Town of Sumpter	0	0	0	0	0							
Totals	**52**	**50**	**65**	**56**	**114**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
								Total Inspections Year to Date				**337**

Fire Prevention Education - Current Month	Number of Activities	Number of Adults	Number of Children	Total Participants
Fire Extinguisher and Fire Safety Training	1	1	9	10
Fire Safety Presentations	0	0	0	0
Fire Safety House Training	25	170	758	928
Other (Open House)	0	0	0	0
Grand Totals	**26**	**171**	**767**	**938**
			Total Fire Safety Contacts Year to Date	**1824**

	Number of Smoke Alarms	Number of CO Alarms	Total
Install Smoke and Carbon Monoxide Alarms	21	0	21
			21 Year to Date Total

Finance/Personnel Committee – Committee Room #205 June 12, 2018

Members Present: Petty, Thurow, Sloan
Absent: none
Others Present: Mayor Palm**,** E. Geick, E. Truman, C. Haggard, B. Zeman, T. Gilman, P. Cannon, T. Pinion

Call to Order –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Petty to approve the minutes of May 22, 2018. Motion carried unanimously. Moved by Sloan, seconded by Petty to approve the agenda. Motion carried unanimously.

Action Items

Accounts Payable – Moved by Sloan, seconded by Petty to recommend to Council approval of the accounts payable for **$231,759.20.** Motion carried unanimously.

Lease with CDA – CDA Director Pat Cannon explained that the final borrowing has been reduced from $13,750,000. Approximately $1.6 million that is left in cash from the original borrowing will be used to pay down and we will borrow the rest with USDA. This will lower the lease payments for the life of the borrowing from approximately $620,000 to $512,000. The first 10 years we will have to make a separate payment of $52,000, $26,000 twice a year to the CDA that will go to the Debt Service Fund. There is an annual audit requirement and they are currently working on language to include this as part of the City's lease payment. Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.

Public Works Purchase – Street Superintendent Tony Gilman noted that the overall cost of the equipment that they are looking to purchase came in under budget. Instead of trading the old vehicle in, they will use this vehicle and sell it at auction upon delivery of the new truck. The International came in at a slightly lower price and they were able to offer a couple other incentives to include a maintenance software. Motion by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.

FY2019 Budget Calendar – Adm. Geick explained that he has reviewed this calendar with Finance Director Haggard. This calendar meets all the required dates for public notices. This is informational only, no action taken.

Informational Items:
Atty Truman presented an update on the status of insurance claims filed against the City. The following claims have been made against the City and denied:

$49,000 for slip and fall at the Library
$1,234.01 for property damage to citizen's vehicle from snowplow

One claim against the City in the amount of $3,592.67 for damage to an Alliant Energy light pole has been paid.

Committee Comments - None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn.

Brenda Zeman, City Clerk

UW-BARABOO / SAUK COUNTY CAMPUS COMMISSION MINUTES
UW-Baraboo/Sauk County Campus, Executive Dining Room
Baraboo, Wisconsin Thursday, May 17, 2018

Members present: Phil Wedekind, Tom Geimer, Ed Geick, Tom Kolb, Bryant Hazard, Cynthia Haggard,
Members Absent: Alene Bolin, Scott VanAsten
Others Present: Deb O'Rourke, Todd Carothers, Ed Janairo, Charles Clark, Brian Zobel, Rose Smyrski, Genevieve Raddatz, Mike Palm

Chair Wedekind called the meeting to order at 8:00 a.m. and compliance with the Open Meeting Law was verified.

MOTION (Kolb/Geimer) adopt the agenda. Motion carried.

MOTION (Geimer/Kolb) to approve the minutes of the regular meeting on April 19, 2018. Motion carried.

Public Comment:
None.

Communications:
None.

Election of Officers:
Wedekind opened chair nominations.
Kold nominated Wedekind for UW Campus Commission chair. Geimer moved to close nominations, and Kold seconded. Geimer motioned to cast a unanimous vote, second by Geick. Motioned carred to elect Wedekind as UW Campus Commission chair.
Kolb motioned to elect Geimer as Vice Chair of UW Campus Commission. Passed unanimously.

Presentation of Campus Landscape Plan:
Marcy Huffaker presented campus landscape plan. Discussion regarding landscape plan and campus goals.

Facilities planning and maintenance report:
Written report given, Brian Zobel gave report.
No questions.

Financial Report and approval of Vouchers:
MOTION by Kolb, second by Geimer to approve invoices in the amount of $25,603.09. Motion carried.
See written Financial Report.

Student Housing:
Report given. See attached.

Dean's Report:
Report given. Ed Janario is new Dean. Working on transitions. Clark gave report.

Campus Administrator's Report:
Report given. Rose Smyrski discussed the identity of campus and updates. Emphasized local identity. Working to unveil new logo and new campus name. Rose asked for support for collaboration.

MOTION (Wedekind/Geimer) to adjourn until Thursday, June 21, 2018 at 8:00 am. Motion Carried.

Respectfully Submitted,

Alene Kleczek Bolin
Administrative Coordinator

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

May 31, 2018 Members Present: T. Wickus, L. Steffes, S. Fay, L Stanek

Member Absent: B. Stelling

Call to Order: Chairman Wickus presided over the meeting, called it to order at 8:40 A.M., and noted compliance with the Open Meeting Law.

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

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

Old Business:

New Business: Moved by, Fay seconded by Stanek and unanimously carried to Rent two 8X20 Billboards next to Badger Glass on HWY 136 for a duration of 12 months starting June 1st 2018 ending May 31, 2019 in the amount of $4,000.00.

Moved by, Fay seconded by Stanek and unanimously carried to pay up to $400.00 for design services to create the two billboards.

Adjournment: Moved by Steffes, seconded by Stanek and unanimously carried to adjourn at 9:40 A.M.
Respectfully submitted, Todd Wickus Promotions Chairperson

March 13, 2018 MINUTES
Baraboo Business Improvement District (BID) - Business Development Committee Meeting

Members Present: Lacey Steffes, Nicole Marklein Bacher, Michael Zolper, Dana Ender, Laura Stanek

Members Absent:
Also Attending:

Call to Order: Lacey Steffes presided over the meeting and called to order at 9:00 am and noted compliance with the Open Meeting Law.

Meeting Minutes: Moved by Stanek, seconded by Zolper, and unanimously carried to approve the minutes of September 20, 2017.

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

New Business:

1. Review 2017 Pop-Up Shop Program
2. 2018 Pop-Up Shop Recommendation – Michael motioned to continue 2018 Pop-Up program, seconded by Laura.
3. Other Business Development 2018 options.

Adjournment: Moved by Laura, seconded by Michael, and unanimously carried to adjourn at 9:30AM.

Respectfully submitted,
Lacey Steffes

P:\Minutes\BID\2018 Minutes\3-13-18 Development Minutes.docx

MINUTES of the BARABOO BUSINESS IMPROVEMENT DISTRICT (BID) May 16, 2018
BOARD OF DIRECTOR'S MEETING

Members Present: S. Fay, L. Steffes, N. Marklein Bacher, S. Byberg, M. Zolper, T. Wickus, L. Stanek, D. Ender
Members Absent: B. Stelling
Also Attending: Ed Geick

Call to Order: Sarah Fay presided over the meeting, called it to order at 5:45PM and noted compliance with the Open Meeting Law.

Meeting Minutes:
Moved by Byberg, seconded by Zolper and unanimously carried to approve the minutes of April 18, 2018.

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

Reports:
Business Development:

- Workshop at City Hall on 5/22 on historic tax credits
- Discussion of creating an email list of property tax payers
- Pop-up shop meetings have gone well

Promotions:

- ½ Page Brava ad is in Devil's Lake Wisconsin.com

Old Business:

- Garbage in upper lot at 2nd Street and Oak
- Fiber update – Sarah sent letter to Centurylink and Charter requesting information/bids. No word from Reedsburg Utility
- Mural project update – General discussion – Taking applications until June – Project will probably be ended after this next installment.
- Pop-up Shop update – NE corner of Ash and 4th Marty or Skip Blake for old Invictus Shop.

New Business:

1. Vouchers

Dog Waste Depot	279.97
Skillet Creek Media	465.00
Baker Tilly Virchow Krause	1500.00
Gatehouse Gardens	710.00
Nei-Turner Media	1085.00
Cutting Edge	1130.00
TOTAL:	**5169.97**

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

2. Election of Officers – Sarah Fay, Pres. / Todd Wickus, Vice Pres. / Nicole Marlein Bacher, Secretary / Bekah Stelling, Treasurer. Moved by Steffes, seconded by Wickus, and unanimously carried to approve the vouchers.
3. Parking concern by Cross, Jenks – Discussed lack of parking – Ed has discussed this issue with Sauk County.
4. BID member contact – City will mail out request for email addresses of BID members.
5. Transfer of funds from reserve for bike racks that were not purchased as allocated for in 2017 to the appearance 2018 funds. Moved by Steffes, seconded by Zolper, and unamiously carried to approve the $2,000 transfer of funds.
6. Steffes moved to keep committees the same except for: Remove Fred Kruse, add Dana Ender to Appearance Committee, seconded by Byberg, and unanimously carried to approve.

Correspondence & Announcements:
Discussed branding meeting.

Next Meeting: Wednesday, June 20, 2018 at 5:45pm, Committee Room #205.

Adjournment: Moved by Stanek, seconded by Zolper, and unanimously carried to adjourn at approximately 6:45 p.m.

Respectfully submitted,
Nicole Marklein Bacher

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 to 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

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
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

From: Scott Sloan <ss70usa@netscape.net>
Sent: Friday, June 22, 2018 1:22 PM
To: Zeman, Brenda <bzeman@cityofbaraboo.com>
Subject: Devine Motors Appeal

Brenda,

I would like to file an appeal of the Plan Commission's decision to deny Devine Custom Truck and Auto's CUP application to the full City Council. Do you need anything more from me than this e-mail?

Thanks,

Scott Sloan

Phone: 608-434-0196
E-mail: ss70usa@netscape.net