



CITY OF BARABOO COMMON COUNCIL AGENDA
Council Chambers, 101 South Blvd., Baraboo, Wisconsin
Tuesday, September 10, 2019, 7:00 P.M.

Regular meeting of the Common Council, Mayor Mike Palm presiding.

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

Notices sent to City Staff and Media: Atty. Truman, Adm. Geick, Clerk Zeman, Finance Director Haggard, City Engineer Pinion, Utility Super. Peterson, Street Super. Gilman, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Jessica Bergin, CDA Director, the News Republic, WBDL, and 99.7FM

Notices sent to other interested parties: Citizen Agenda Group, Media Agenda Group, Eileen Petters, Joan Wheeler

1. **CALL TO ORDER**

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF PREVIOUS MINUTES** (*Voice Vote*): August 27, 2019

4. **APPROVAL OF AGENDA** (*Voice Vote*):

5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**

6. **PRESENTATIONS** (*None Scheduled*)

7. **PUBLIC HEARINGS** The Mayor announces that this is the published date and time to hear public comment concerning: (*None Scheduled*)

8. **COMMITTEE OF THE WHOLE**

- Finance Director C. Haggard will present the financial projections as it relates to future building projects.
- City Council will discuss financial strategies and options.

The Mayor will accept a motion to exit the Committee of the Whole. Upon exiting the Committee of the Whole, the Council may make actionable motions on any business that was the result of the above discussions conducted in Committee of the Whole.

9. **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.*)

10. **MAYOR'S BUSINESS**

- The Mayor would like to congratulate the following library staff on their anniversaries:
 - Eileen Petters – 30 years
 - Joan Wheeler – 5 years

11. **CONSENT AGENDA** (*Roll Call*)

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

CA-2...Approve the Liquor License for Bella Vita Café, LLC

CA-3...Approve denying the Liquor License for Red Shed Garden & Gifts

CA-4...Approve Operating Licenses for the following:

- Autumn Morittz, Quindt's Towne Lounge (New)
- Chelsey Riley, Baraboo Burger Company (New)
- Paul Fuller, Barabrew Liquor (New)
- William Moorman, Rogues & Ruffians Renaissance Faire (Temp)
- John Bak, Rogues & Ruffians Renaissance Faire (Temp)
- Ousia Whitaker-Devault, Rogues & Ruffians Renaissance Faire (Temp)
- Joseph Baird, Rogues & Ruffians Renaissance Faire (Temp)

CA-5...Approve denying the Operator's License for Michelle Glaser, Red Shed Garden & Gifts

CA-6...Approve Trick-or-Treat hours for Thursday, October 31, 2019 between 4pm and 7pm in the City of Baraboo.

12. **ORDINANCES ON 2nd READING**

SRO-1...Amend §19.13 of the Baraboo Municipal Code to prevent bikes at the Skate Park located at Campbell Park.

13. **NEW BUSINESS - RESOLUTIONS**

NBR-1...Approve allowing the City Administrator to enter into negotiations with MSA Professional Services for the Fire & EMS Building project for the purpose of (i) Site Selection and (ii) Preliminary Design, with a contract price not to exceed \$725,000, not inclusive of reimbursables.

NBR-2...Approve 2020 Parks, Recreation & Forestry Department fee schedules.

NBR-3...Approve 2020 Civic Center lease for the Boys and Girls Club with an 80% rent discount.

NBR-4...Approve 2020 Civic Center lease for the Baraboo Senior Center with an 80% rent discount.

NBR-5...Approve the Compliance Maintenance Annual Report for the Wastewater Plant for 2018.

NBR-6...Authorize the Police Department to purchase a 2015 Chevy Equinox for \$15,000 and \$2,000 for police vehicle equipment.

NBR-7...Approve the purchase of a replacement taxi vehicle.

NBR-8...Approve Resolution Providing for the Sale of Approximately \$1,255,000 Taxable General Obligation Refunding Bonds.

14. **ADMINISTRATOR AND COUNCIL COMMENTS** (*Comments are limited to recognition of City residents and employees, memorials, and non-political community events. Discussion of matters related to governmental business is prohibited.*)

15. **REPORTS, PETITIONS, AND CORRESPONDENCE** - The City acknowledges receipt and distribution of the following:

- **Reports: August, 2019 – Fire Dept.**

- **Minutes from the Following Meetings:**

Copies of these meeting minutes are included in your packet:

| | | | |
|-------------------|---------|---------------|---------|
| Finance/Personnel | 8-27-19 | Public Safety | 8-23-19 |
| Plan Comm. | 8-20-19 | BID | 8-21-19 |

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

- **Petitions and Correspondence Being Referred:** None

16. **CLOSED SESSION** – The Mayor will announce that the Council will go into Closed Session according to:
- § 19.85(1)(e), Wis. Stat., “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” (GovHR will report on status of potential candidates for the City Administrator position.)
17. **OPEN SESSION** – The Mayor announces that the Council will return to Open Session as per §19.85(2), Wis. Stat., to address any business that may be the result of discussions conducted in Closed Session.
18. **ADJOURNMENT** (*Voice Vote*)

Brenda Zeman, City Clerk

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

September 2019

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|------------------------------|--------------------|-----------|-------------------------------|--------|----------|
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | Administrative Park & Rec | Finance Council | | | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | SCDC PFC | Plan Library | BID | UW Campus | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| | | Finance Council | Ambulance | Public Arts Emergency Mgt. | | |
| 29 | 30 Public Safety | 1 | 2 | 3 | 4 | 5 |

October 2019

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

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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., Baraboo, WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, August 27, 2019 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

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

Others Present: Chief Schauf, Clerk Zeman, Adm. Geick, Atty. Truman, C. Haggard, L. Laux, J. Bergin, M. Hardy, W. Peterson, K. Stieve, T. Pinion, members of the press and others.

The Pledge of Allegiance was given.

Moved by Kolb, seconded by Wedekind and carried to approve the minutes of August 13, 2019.

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

Compliance with the Open Meeting Law was noted.

PRESENTATIONS

- Andrea Jansen from Baker Tilly Virchow Krause, LLP presented the City's 2018 Audit Report.

PUBLIC HEARINGS *(None Scheduled)*

PUBLIC INVITED TO SPEAK

Kilton Holmes, 126 1st Street Apt. #3, Baraboo is in favor of the Library expansion. He feels we are overlooking one thing when considering the library expansion – they have adapted. The library needs to be brought up to date; our facility is very out dated. We need to have facilities available that can be updated as needed.

Diane Lasceski, S6001 County Rd. W, Rock Springs is in favor of the Library expansion. She is a singer, songwriter, and storyteller who has performed in many libraries across the state. This has given her a unique perspective of how the libraries serve the communities. One thing she has seen time and time again is that libraries and families go hand-in-hand. Yes, it is important to fund the physical infrastructure of the City but the infrastructure of the soul is equally as important. If you serve children, you serve families and if you serve families, you build a community. The skilled people that work at these libraries are integral and critical parts of our community. It is a safe place for children after school and during the summer. She feels the community would be very remiss if we overlooked the funding for something as critical as the library.

Ann Burton, 525 Hill Street, Baraboo is in favor of the Library expansion. She is here to show her support of the 2021 funding of the library expansion project. She notes that she has heard this referred to as an “emotional issue” and she challenges the notion that the Council should label this. There are many members of the community that are passionate about the real need for the library funding to finally kick in after many other projects have been given priority. She questions if the other projects were considered to be tied to “emotional issues”. The decision to fund the library expansion project in 2021 should be based on the research, facts, figures, and plans that the Library Board has provided the Council and the community; also taking into account the very strong community support. All emotions aside, the need is real. As the top City priority, Baraboo needs the library expanded and soon.

Trent Capaul, 104 13th Street, Baraboo is in favor of preventing bikes at the Baraboo Skate Park. The skateboard community's main concern with this is the lack of size and the safety of the riders. At just under 8,000 sq. ft, our skate park is 2,000 sq. ft. under the recommended space for any given community skate park. He is owner of the Kindness Skate Shop, which has been fundraising extensively for the Baraboo community skate park and has successfully raised close to \$5,000. Their goal is to work with the Park & Rec Department and the community to build new concrete ramps,

With an already large number of skaters and park users in the Baraboo area, and an expected increase of users with the new ramps, there simply is not enough space for both groups to safely use the skate park. Another concern due to the size is displacement. With the removal of the fence, the no bike sign, and the proposed ordinance, this displacement has already caused some temporary issues. It is important that the community, local government and law enforcement understand that these issues are temporary symptoms of something that everyone wants to use, but was not intended for. He feels that not passing this ordinance will cause bigger issues of displacement in the future. The facility was not designed for BMX riders.

MAYOR'S BUSINESS

- The Mayor announced the anticipated resignation of Ald. Scott Sloan and the succession plan.

CONSENT AGENDA

Resolution No. 19-67

THAT the Accounts Payable, in the amount of \$454,940.12 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 19-68

WHEREAS, the Sauk County Board levies a county library tax.

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provides that such units of government which levy a tax for public library service and appropriate and expend for a library fund as defined by S43.52(1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the City for the current year, may apply for exemption from this tax; and

WHEREAS, the City of Baraboo does levy a library tax in excess of the amount calculated in accordance with 43.64(2)(b).

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

THAT the City of Baraboo be exempted from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for 2020 an amount in excess of that calculated in accordance with 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Baraboo's participation in county library service in all other respects.

Be it Further Resolved, that confirmed copies of the Resolution be forwarded by the City Clerk to the Reedsburg Public Library and to the Sauk County Clerk by October 18, 2019.

Resolution No. 19-69

THAT, Craig Schlender and James Francisco be re-appointed to the Park & Recreation Commission serving until June 30, 2022.

Resolution No. 19-70

THAT the City Clerk be authorized to issue the following Liquor Licenses:

- Baraboo Firefighters Fundraising, Picnic License for 9-7-2019, "Foo Fest"
- Shakespeare on the Edge, Picnic License for 10-12-2019 & 10-13-2019, "A

Gathering of Rogues & Ruffians” Renaissance Faire

Resolution No. 19-71

THAT the City Clerk be authorized to issue the following Operator’s Licenses:

- Dawn Dederich, Poor Richards (NEW)
- Kimberly Overland, United Cooperative (NEW)
- Dawn Adams, Walnut St. Tavern (RENEWAL – CONDITIONAL)
- Julia Pillsbury, Catch for a Cure Tournament (TEMP)
- Alexandra Thomte, Catch for a Cure Tournament (TEMP)

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

2ND READING ORDINANCES

Moved by Petty, seconded by Ellington and carried unanimously to approve the 2nd reading of **Ordinance No. 2527** amending §9.08(2) of the Baraboo Municipal Code Regulating Animal Waste.

Moved by Wedekind, seconded by Kolb and carried unanimously to approve the 2nd reading of **Ordinance No. 2528** creating an ordinance regulating the use of the City’s yard waste and compost site, and updating the City’s current ordinance regarding illegal dumping.

NEW BUSINESS – RESOLUTIONS**Resolution No. 19-72**

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Baraboo hereby joins the Sauk County Board of Supervisors in requesting additional funding from the State of Wisconsin for road repairs and improvements for all State Highways in Sauk County and directs the City Clerk to send a copy of this resolution to our State Legislators and to Governor Tony Evers.

Moved by Kolb, seconded by Wedekind and carried that **Resolution No. 19-72** be approved-9 ayes.

Resolution No. 19-73

NOW, THEREFORE, BE IT RESOLVED, by the City of Baraboo Common Council we express our appreciation to Tom Geimer for serving as a dedicated member of the Sauk County UW Campus Commission for over 16 years. We appreciate Tom’s many years of service to our community.

Moved by Kolb, seconded by Wedekind and carried that **Resolution No. 19-73** be approved-9 ayes.

Resolution No. 19-74

THAT the City of Baraboo agrees to continue as a member of CVMIC for the policy years 2020, 2021 and 2022 as outlined in Option 1 with a self-insured retention of \$25,000 at guaranteed premiums of \$69,735, \$71,391, and \$72,819, respectively.

Moved by Petty, seconded by Sloan and carried that **Resolution No. 19-74** be approved-9 ayes.

NEW BUSINESS - ORDINANCES

Moved by Alt, seconded by Wedekind and carried to approve the 1st reading of **Ordinance No. 2529** amending §19.13 to prevent bikes at the Skate Park located at Campbell Park. 8-ayes; 1-Nay, Plautz

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

1. Section 19.13, which is currently reserved, of the Baraboo Municipal Code is amended as follows:

19.13 CONDUCT IN CAMPBELL PARK REGULATED. (xxxx). Bicycles are prohibited in the area of Campbell Park designated and improved for skateboarding, and which is commonly referred to as the Skate Park.

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

COMMITTEE OF THE WHOLE

Moved by Wedekind, seconded by Kolb to convene as a Committee of the Whole to discuss the following:

- Review finalized list of goals.
Adm. Geick provided a finalized list of goals. No additional changes will be made.
- Discussion of taxes, positions, set targets, review capital plan items, discuss Council priorities. Establish Utility target rates. Dawn Gunderson from Ehlers will provide the city's financial advisory report.

C. Haggard noted the following budget highlights:

- A preliminary levy increase from the prior year of 3.5%, or \$300,000
- The Mill Rate is projected to be an increase from the prior year, 11.35 compared to 11.08 from last year
- We will have to do a plan spenddown of our Fund Balance of \$600,000
- An overall citywide operating expense increase of 1%
- The proposed new debt includes \$750,000 for streets and \$600,000 for the Fire & EMS Bldg. design, and \$40,000 for Civic Center office renovation.

C. Haggard presented a draft of the debt projection showing future debt with both the Fire & EMS Bldg. and the Library expansion included. Ald. Sloan questioned the actual numbers on the graph and C. Haggard noted that at the end of 2021 the total debt would be \$16,486,314. Our City mandated deb capacity would be \$26,761,199.

Dawn Gunderson presented a structured financing plan for review of the Capital plans. She also presented a similar analysis of the debt capacity and the outstanding debt. The thing she wants to point out here is the impact of undertaking both projects in 2021 would increase our levy by about \$976,000. The significance of undertaking both projects would raise our levy and ultimately our tax rate by \$1-\$1.15 per \$1,000. As far as a rating impact, rating agencies do look at your debt burden in terms of our outstanding principal of General Obligation debt and your pledge to levy taxes for that. While our outstanding GO debt will not be significantly impacted by that, one of the other considerations they look at is the ratio of debt service to operating. Our debt service is presently 10-12% of our overall operations; undertaking this finance will move that up to 17%. The national average median for this is closer to 9%. Rating agencies will sometimes look at this as somewhat of a direct debt burden because it is levy supported and not revenue supported.

Ald. Kolb questioned bond insurance that would help compensate for a potential lowering of

the bond rating? D. Gunderson noted that this is certainly an option but there is a cost to this. If this were to down grade our rating, it could qualify for insurance. Ald. Kolb confirmed that if our bond rating goes down, our interest rate on borrowing goes up. And would bond insurance even this out? D. Gunderson explained that it would bring it up because our debt would sell at market at the rate that the It could have an impact on the number of interested inventors. D. Gunderson noted that the key here is not so much the impact of the rating; it is the dollar increase on the levy.

Ald. Ellington questioned putting off the library payments for 4 or 5 years. D. Gunderson stated that would ultimately depend on how they finance the library. Ald. Ellington clarified that the Library could be making these payments.

Ald. Sloan does not see how we can add \$1M onto our \$9M levy every year for forty years. He feels there will be some unhappy taxpayers. He questions the jump from 10% to 17% on the debt to operating expenses as we are already above the median.

It was noted that we would be looking at approximately \$130 per \$100,000 home for the next forty years.

Ald. Ellington noted that the Library currently has approximately 3 years of payments saved. Ald. Sloan questioned borrowing \$2M with the Library paying only \$1.8M.

Ald. Kolb questioned delaying 1 of the projects for 2-3 years; would this allow for time for the budget to relax and we won't end up with that kind of a mill rate and tax levy? Adm. Geick stated that we are looking at a citywide re-evaluation over the next couple of years. This will help grow the assessed value but the final growth will not happen for a couple of years.

The Library has requested money for 2021; currently the projected schedule for construction puts the library project starting in spring 2021 and finishing early 2022.

Ald. Wedekind questioned bonding for the Library. Adm Geick noted that we have talked about USDA and if it qualifies for a project. We would have to take out additional funding from short-term basis and then finalize the USDA funding in the final year. It was noted that General Obligation bonds would be 20 years. Ald. Wedekind questioned if this would benefit the City because it would be 20 years vs the 40 years for USDA. He would rather see bonding for the Library and USDA for the Fire & EMS bldg..

Ald. Sloan notes that regardless of what we use, it's still owed by the City and pushes us up, way up over our own mandated debt capacity.

Adm. Geick noted that based on the information presented by Ehler's, it shows that this is a really big bite for the City to take to try and do both projects in the time period that is laid out right now; some choices will have to be made one way or another. He also noted that this could go to an advisory referendum.

Mayor Palm clarified that if we borrow \$10M, Ald. Ellington is proposing the library will make the initial 3-4 years of payments. If we borrow \$8M, the City will be responsible for the payments from year 1.

C. Haggard proposes a “What If” analysis that will include all of the different considerations: payments made by library, 20 yrs for bonds, and 40 yrs for USDA. This will allow the Council to see what the numbers will look like. Ald. Sloan requests that she produce an actual tax bill for a \$200,000 home. Ald. Petty likes the idea of having some hard data to look at. This information will be provided at the next Council meeting.

- Update on status of Ambulance Commission
Adm. Geick stated that we are in the process of preparing an engagement letter with Baker Tilly; outlining what will be done. The representative from Baker Tilly that will be in charge of this audit has already started collecting information.

Moved by Ellington, seconded by Sloan to reconvene into regular session.

ADMINISTRATOR AND COUNCIL COMMENTS

Ald. Ellington thanked the Department heads and staff for the chance to meet with them.

Ald. Wedekind noted that they will be taking down flags at the cemetery after Labor Day. Any family that wants their flags should take them now.

REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

- **Reports:** July 2019 – Treasurer & Fire Dept.
- **Minutes from the Following Meetings:**

Finance/Personnel Committee – Dennis Thurow Committee Room, #205

August 13, 2019

Members Present: Petty, Thurow, Sloan

Absent:

Others Present: Mayor Palm, Adm. Geick, E. Truman, B. Zeman, K. Stieve, C. Haggard, J. Bergin, M. Schauf, R. Nelson, members of the press and others

Call to Order –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of July 23, 2019 and carried unanimously. Moved by Sloan to remove item 2B and postpone it until the next meeting, seconded by Thurow to approve the agenda as amended. Motion carried unanimously.

Action Items

- Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$1,222,368.17**. Motion carried unanimously.
- Transfer of the 2014 Ford F-150 Pick-up truck from Police Dept. to Fire Dept.** Fire Chief Stieve noted that the police department no longer needs this vehicle and with the additional staff to the Fire Department, they would like to purchase it from the PD. Based on the Blue Book value of \$17,000, Chief Stieve is requesting a transfer from the Capital Equipment Fund. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- Authorize Baraboo-Wisconsin Dells Regional Airport Commission to petition the Secretary of Transportation for money for airport improvements** Adm. Geick advised that the State did not accept our original request because they require a Public Hearing. The Public Hearing was held on August 2nd at the meeting of the Airport Commission; this is back to the Committee for a second approval. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- Approve Agreement with WPPA for the period of January 1, 2020 through December 30, 2022** The Committee reviewed the agreement. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.

Informational Items

- City Attorney’s report on insurance claims
 - Settlement of a claim in the amount of \$3,000 (Claimants are the homeowners of 615 Grove Street – Claim was for damage to their home due to the alleged negligence of the City in relation to a City owned tree.)
- 2nd Qtr. Taxi Financial Statement
- 2nd Qtr. Financial Statement

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:24pm.

Administrative Committee

August 19, 2019

Present: Alderpersons John Ellington and Heather Kierzek
 Absent: Alderperson John Alt
 Also Present: Chief Mark Schauf and City Clerk Brenda Zeman
 Citizen Present: None

The meeting was called to order by Chairman John Ellington at 8:00AM CDT., with roll call and noting compliance with the Open Meetings Law.

It was noted that the adjournment time was incorrect on the August 8, 2019 minutes. Motion by Kierzek to approve the minutes of August 8, 2019 with this correction, seconded by Ellington and unanimously carried.

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

Review and recommendation to the Council - Liquor Licenses.

Motion by Kierzek to recommend to approve and move on to Council the Baraboo Firefighter's Fundraiser, Foo Fest, Picnic License for 09-07-2019, seconded by Ellington and unanimously carried.

Motion by Kierzek to recommend to approve and move on to Council the Shakespeare on the Edge, A Gathering of Rogues & Ruffians Renaissance Faire, Picnic License for 10-12-2019 & 10-13-2019, seconded by Ellington and unanimously carried.

Consider Operator's Licenses

Motion by Kierzek to approve and recommend to Council the New Operator's Licenses for Dawn Dederich and Kimberly Overland, seconded by Ellington and unanimously carried.

Chief Schauf noted that he is requesting the license for Dawn Adams be issued as a Conditional license because of her prior convictions. A Conditional license is only good for one year; it's basically a probationary license. Motion by Kierzek to approve and recommend to Council the Conditional Renewal for Dawn Adams, seconded by Ellington and carried unanimously.

Motion by Kierzek to approve and recommend to Council the Temporary Operator's Licenses for Julia Pillsbury and Alexandra Thomte, seconded by Ellington and carried unanimously.

Member comments

The next meeting will be September 5, 2019 at 8:15AM CDT. Meeting location will be 101 South Boulevard. Moved by Kierzek to adjourn, seconded by Ellington and unanimously carried. Meeting adjourned at 8:14AM CDT.

Minutes of the Public Safety Committee Meeting

July 29, 2019

Members Present: Phil Wedekind and Tom Kolb. Mike Plautz was absent. **Others Present:** Tom Pinion, Administrator Geick, Police Chief Mark Schauf, Fire Chief Kevin Stieve, Attorney Emily Truman, Tony Gilman, Dana Sechler, Brandon Beard, and Dennis Biddick.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Wedekind to approve the agenda as posted. Motion carried unanimously. It was moved by Kolb, seconded by Wedekind to approve the minutes of the June 10, 2019 meeting. Motion carried unanimously.

New Business

- a. **Consideration of proposed amendment to Section 9.09(2) of the Municipal Code regulating Animal Waste** – Attorney Truman presented the background for the proposed amendment. It was moved by Kolb, seconded by Wedekind to forward the proposed amendment to Section 9.09(2) as presented to Council with a positive recommendation. Motion carried unanimously.
- b. **Request by Brandon Beard to improve drainage from his property at 611 5th Street** – Engineer Pinion presented background for Mr. Beard's request. Beard has lived at this location for over a decade and experiences periodic flooding each year. He said that the most recent 5" rainfall was problematic, flooding both his garage and basement. He said that Beard's yard is the low pint on the entire block. Pinion then presented a map showing the topography of the area. Pinion said that there is a potential to regrade it to encourage it; however, he is not convinced that it will solve the problem. He indicated where the catch basin in the middle of the alley and out front were location and said that in theory there is way to pipe it to those, but it will be so flat and a shallow bury that it could be susceptible to freezing. Beard presented photos of the flooding to the Committee. He stated that the sidewalk is too high and there is no way to drain the water from his yard. I is Beard's suggestion to drop the sidewalk two to three inches. He said that he does not

feel that he should have to pay for it because it is not his water. Pinion said that typically the sidewalk should be at least the height of the curb, because if it is below that elevation, it will actually come in and go backwards. He said that in situations like this, from his experience where there are issues, there is an opportunity to start the line of gravity and pipe it underground, put in what he would call a septic tank and a sump pump. Pinion said that this is a unique situation; in order to lower the sidewalk it would require tearing out perfecting good sidewalk. He said that on the City's Sidewalk Maintenance Program, if there is a displacement of more than ¾", it is torn out and replaced at City cost. However, where a sidewalk is taken out and replaced for regrading, this is not covered by City policy, which is why he suggested that Beard come to the Committee if he was going to ask for assistance. Pinion said that this would improve the situation; however, there would be some type of disclaimer stating that would state that if Beard were not happy, the City would be done. Beard stated that he understood that. Pinion said that sidewalk is approximately \$8.00 per square foot and asked Beard how many square he was thinking have tearing out and having replaced. Beard stated according to calculations, it would be six. Pinion said that a square of sidewalk is \$200.00; six would be a total of \$1200. Kolb asked about the concrete apron. Pinion said that this it would have to be replaced too; however, this typically something the City would not bear the cost of, unless the City were tearing out the curb and gutter. Beard said that that would create a flat spot if it were not torn out. Pinion asked Beard if he was requesting the City to pay for the apron also. Beard said not necessarily, he would have the same company do it at the same time as the sidewalk. Kolb moved that the City replace up to six squares of sidewalk with a legal disclaimer that the City is no longer responsible after the work is done. Wedekind seconded the motion. Motion carried unanimously.

- c. Request by BDAS to eliminate two parking stalls in Municipal Parking lot behind Fire Department – BDAS Director, Dan Sechler presented the background for this request to the Committee. It was moved by Kolb, seconded by Wedekind to approve the elimination of two parking stalls in the Municipal Parking lot behind Fire Department as requested. Motion carried unanimously.
- d. Review and Approve transfer of pick-up truck from Police Dept. to Fire Dept. – Chief Kevin Stieve presented background to the Committee. It was moved by Kolb, seconded by Wedekind to approve the transfer of pickup-up truck from Police Dept. to Fire Dept. as requested. Motion carried unanimously.
- e. Consider creating an ordinance regulating the use of the City's Yard Waste and Compost Transfer Site – Tony Gilman presented the background for this item to the Committee. He said that Attorney Truman has drafted an ordinance for the Committee's review. Truman explained that there are no current regulations regarding what can be dumped at the Yard Waste site, although people are prohibited from illegally dumping there due to the City's illegal dumping ordinance. Truman said that if the City wanted to only allow certain things to be left there, like brush and yard waste, the City should adopt an ordinance so that the police can issue citations to people who violate the ordinance. Truman also explained that the City's current illegal dumping ordinance is vague and said that adding additional information about what constitutes illegal dumping would help the CSOs enforce the ordinance. Gilman said that he has had problems with people not using the site properly and wants to see better enforcement and supports the new ordinance. Moved by Kolb, seconded my Wedekind to adopt new ordinance and to amend illegal dumping ordinance was carried unanimously.
- f. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for June, 2019 – It was moved by Kolb, seconded by Wedekind to approve monthly billing adjustments/credits as presented. Motion carried unanimously.

Informational Items

- a. Consider creating of an ordinance requiring gun shops to have a video surveillance system – Chief Schauf explained that a recent theft at a gun shop in the City has raised a question of whether the City should adopt an ordinance requiring gun shops to have a video surveillance system in place. Attorney Truman added that some states, such as IL, require all gun shops to have a video surveillance system, but wasn't sure if the Council would support such an ordinance so she is looking for feedback from the Committee before drafting something. Ald. Kolb stated that if we are requiring curbside liquor sales to have video surveillance, gun shops should also be required to have video surveillance. Attorney Truman said that based on the feedback from the Committee she would draft a sample ordinance for the next Committee meeting for review.
- b. Aldersperson Training: Council Handbook – Postponed to the next Committee meeting as only two Committee members were present.

Reports

- a. Utility Superintendent's Report – Since Wade was not at the meeting, Tom indicated business as usual.
- b. Street Superintendent's Report – Tony provided his monthly summary of activities.
- c. Police Chief's Report – Mark provided a brief oral report to the Committee.
- d. Fire Chief's Report – Kevin was not at the meeting but the City Engineer provided a brief update of the progress of review Proposals and selecting an architect for the design of a new Fire and EMS building.

AJOURNMENT – It was moved by Kolb, seconded by Wedekind to adjourn at 1:48 p.m. Motion carried.

Baraboo Economic Development Commission Meeting Minutes**August 1, 2019****I. Call to Meeting to Order and Note Compliance with Open Meeting Law**

Chair John Alt called the meeting to order at 5:30 PM at the Baraboo Municipal Building, room 205, 101 South Blvd., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.

II. Roll Call

Present: Alt, Bowers, Ayar, Palm, Reppen, Ryan, Taylor, Wastlund
Absent: Cafilisch, Johnson, White
Other: Ed Geick, Patrick Cannon

III. Approve Agenda

Motion to approve the agenda as presented
Reppen (1); Palm (2)
Aye: All via voice vote
Nay: None

IV. Approve Minutes

Motion to approve the minutes for June 6, 2019
Bowers (1); Taylor (2)
Aye: All via voice vote
Nay: None

V. Public Comment

No one from the public wished to speak at this time.
Introduction of Mr. Greg Manson as a new BEDC member – It was noted that Mr. Manson was the School Representative. He has left employment with the Schools, therefore he will not be serving on BEDC.

VI. Old Business**a. Updates on Development Activities**

Mr. Geick indicated the following actions have taken place.

- The new shooting range is under construction on South Blvd.
- The City has begun discussion with a new developer for apartments on Lynn St.
- The equalized value for the City has increased by 1% and new construction growth was also 1.5%
- The Al. Ringling Brewing project is still moving forward
- Google has updated their mapping system to include the new construction of HWY 12
- The City has also been discussing the Depot and possible actions on the property.

b. Updates from Plan Commission and Council

Mayor Palm gave the following updates

- The City has hired a new CSO, Assistant City Engineer and a Building Inspector
- The City is working on Pet Store regulations
- A street vacation is in the process.
- Community First Bank would like to expand their parking area.
- Lake Street is under construction. Broadway and Washington Ave. will also be completed this summer.

c. Update from economic development partners and collaborators

- Mr. Bowers indicated that the conversion of the old Shoe Box store is moving forward.
 - a. He also indicated that the Clarion Hotel has changed ownership
- Mr. Taylor announced several changes at Baraboo State bank. Mr. Cory Davis has left his position as President
- Mr. Reppen indicated that the County has started their budget process for 2020. He also indicated that Servo has recently passed their audit.

VII. New Business**a. Consideration and discussion of changing the date and time for the September 5, 2019 meeting**

It was noted that the September meeting is scheduled during the Labor Day week. In addition staff members may not be available to attend.

After discussing the situation, the Commission took no action and will hold the September meeting at the regular date and time.

VII. Update Partner Presentation Schedule
As Vice Chair, Mr. Bowers will be coordinating these presentations

VIII. Commissioner and City Staff comments
Mayor Palm gave a brief update on the Council Goal setting

IX. Adjournment
Motion to adjourn the meeting was made at 5:49 pm.
Bowers (1); Wastlund (2)
Aye: All via voice vote
Nay: None

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

| | | | |
|-------------------|--------------------------|-------------|----------------|
| Library | 7-2-19, 7-11-19, 7-16-19 | Public Arts | 7-25-19 |
| PFC | 7-15-19, 8-8-19 | CDA | 7-2-19, 8-6-19 |
| Park & Recreation | 7-8-19 | UW Campus | 7-18-19 |
| Airport | 8-2-19 | | |

• **Petitions & Correspondence Being Referred:** None.

ADJOURNMENT

Moved by Wedekind, seconded by Kolb, and carried on voice vote, that the meeting adjourn at 8:23pm.

Brenda Zeman, City Clerk

RESOLUTION NO. 2019 -

Dated: September 10, 2019

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

Liquor License applications are reviewed by the Police Department, the Fire Inspector, and Zoning.

All Liquor Licenses will expire June 30, 2020 with the exception of the Picnic License. A Picnic License, also known as a Temporary Beer and/or Wine License, is typically issued for a one or two day event.

The Liquor Licenses listed below were recommended to Council for approval at the September 5, 2019 Administrative Committee meeting.

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 City Clerk be authorized to issue the following Liquor Licenses:

- Bella Vita Café, LLC

Offered by: Administrative Comm. **Approved by Mayor:** _____

Motion:

Second: **Certified by Clerk:** _____

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

Liquor License applications are reviewed by the Police Department, the Fire Inspector, and Zoning.

All Liquor Licenses will expire June 30, 2020 with the exception of the Picnic License. A Picnic License, also known as a Temporary Beer and/or Wine License, is typically issued for a one or two day event.

Chief Schauf and Atty. Truman visited the Red Shed Garden & Gifts and determined that the business did not meet the requirements for a liquor license. The owner was made aware of the reasons for the denial. Should the owner decide to make the required changes, she can re-apply at a later date.

The Liquor Licenses listed below were recommended to Council for denial at the September 5, 2019 Administrative Committee meeting.

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 City Clerk be authorized to deny the following Liquor Licenses:

- Red Shed Garden & Gifts

Offered by: Administrative Comm. **Approved by Mayor:** _____

Motion:

Second: **Certified by Clerk:** _____

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Operator License applications and make a recommendation to Council.

The Police Department will complete a background check prior to the issuance of all Operators License.

An Operator License, also known as a "Bartender's License", is valid for no more than a 2-year period, expiring on June 30th. A Conditional Operators License is valid for a period of one year, expiring on June 30th. A Temporary Operators License is for an event and valid for no more than 14 days.

The Operator Licenses listed below were recommended to Council for approval at the September 5th, 2019 Administrative Committee meeting.

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

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

THAT the City Clerk be authorized to issue the following Operator's Licenses:

- Autumn Moritz, Quindt's Towne Lounge (New)
• Chelsey Riley, Baraboo Burger Company (New)
• Paul Fuller, Barabrew Liquor (New)
• William Moorman, Rogues & Ruffians Renaissance Faire (Temp)
• John Bak, Rogues & Ruffians Renaissance Faire (Temp)
• Ousia Whitaker-Devault, Rogues & Ruffians Renaissance Faire (Temp)
• Joseph Baird, Rogues & Ruffians Renaissance Faire (Temp)

Offered by: Administrative Comm. Approved by Mayor: _____

Motion:

Second:

Certified by Clerk: _____

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Operator License applications and make a recommendation to Council.

The Police Department will complete a background check prior to the issuance of all Operators License.

An Operator License, also known as a "Bartender's License", is valid for no more than a 2-year period, expiring on June 30th. A Conditional Operators License is valid for a period of one year, expiring on June 30th. A Temporary Operators License is for an event and valid for no more than 14 days.

Because the City is recommending the denial of the Liquor License for Red Shed Garden & Gifts, we are also recommending the denial of the Operator's License.

The Operator Licenses listed below were recommended to Council for denial at the September 5th, 2019 Administrative Committee meeting.

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

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

THAT the City Clerk be authorized to deny the following Operator's Licenses:

- Michelle Glaser, Red Shed Garden & Gifts

Offered by: Administrative Comm. Approved by Mayor: _____

Motion:

Second: Certified by Clerk: _____

RESOLUTION NO. 2019 -

Dated: September 10, 2019

The City of Baraboo, Wisconsin

Background: The Police Department is recommending that Halloween Trick or Treat be celebrated on Thursday, October 31, 2019 between the hours of 4 PM to 7 PM.

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 Trick or Treat hours be set on Thursday, October 31, 2019 between the hours of 4 p.m. to 7 p.m. in the City of Baraboo.

Offered by: Consent
Motion:
Second:

Approved: _____
Attest: _____

The City of Baraboo, Wisconsin

Background The City of Baraboo has been working on a building project for a Fire & EMS operations for the past several years. As part of the 2019 Budget, Public Safety Impact Fees were appropriated to begin design services for a new Fire & EMS facility. The Capital Plan includes funding projections in 2020 to complete Fire & EMS Building design and funding projections in 2021 to build a new Fire & EMS Facility. Accordingly, as part of staff's ongoing planning for this new facility to house these two operations, a Request for Proposal (RFP) for Planning and Design services for the Fire & EMS Building that was developed and sent to 18 prospective architectural firms on May 24th. Eight Proposals were received on July 3rd and the Selection Committee, which consists of Ed Geick, Pat Cannon, Cynthia Haggard, Kevin Stieve, Tom Pinion, Phil Wedekind, Dana Sechler, and Tim Stieve, shortlisted the top five firms. On July 26th, the five short listed firms were interviewed by the Selection Committee and the team of MSA Professional Services and CR Architecture + Design was recommended as the preferred firm for the project.

The review of the Proposals was based exclusively on each firms' qualifications and experience. The RFP required that a Proposal include an estimate of the cost to provide the requested services so the cost could be a consideration as part of the final selection. The estimated costs of the top five firms ranged from \$590,000 to \$850,000 plus reimbursables. The average cost of the five firms' estimated costs was \$728,500.

The Selection Committee determined that the recommended team of MSA Professional Services and CR Architecture + Design offered superior expertise for this project coupled with being most familiar with the respective space needs for both the Fire & EMS operations.

At this time, the City Administrator is requesting permission to enter into further negotiations with MSA Professional Services for the purpose of ultimately entering into a contract for (i) Site Selection and (ii) a Preliminary Design of the Fire & EMS building, with a negotiated cost to the City of no more than \$725,000 plus reimbursables.

Fiscal Note: (√one) [] Not Required [X] Budgeted Expenditure [] Not Budgeted
Comments:

WHEREAS, a Request for Proposal (RFP) seeking Design Services for a new Fire and EMS Building was issued on May 24, 2019;

AND WHEREAS, eight Proposals were submitted prior to the July 3rd deadline;

AND WHEREAS, an eight-member Selection Committee independently reviewed the eight Proposals and met on July 12th to collectively review them and developed a shortlist of the top five Proposals and invited the five firms to be interviewed;

AND WHEREAS, the Selection Committee interviewed the top five firms on July 26th and recommended the team of MSA Professional Services & CR Architecture + Design (CR Architecture + Design being a sub-contractor to MSA Professional Services) be selected to negotiate a contract for the Planning and Design Services for a new Fire & EMS Building;

AND WHEREAS, preliminary negotiations have taken place between staff and MSA Professional Services, and the City Administrator is now requesting authority to enter into additional negotiations for the purpose of reaching an agreement between the City and MSA Professional Services for an agreed upon contract price of no more than \$725,000, not inclusive of reimbursables, for the purpose of (i) Site Selection and (ii) a Preliminary Design of a new Fire & EMS building.

NOW, THEREFORE, BE IT RESOLVED that the City Administrator is authorized to enter into additional negotiations with MSA Professional Services for the above stated reasons and with a contract price of no more than \$725,000, not inclusive of reimbursables, and

BE IT FURTHER RESOLVED that if the City Administrator is successful in negotiations, the Council hereby authorizes the Mayor and City Clerk to execute an agreement on behalf of the City with MSA Professional Services, subject to the City Attorney's review of the agreement as to form.

Offered by: Finance Committee
Motion:
Second:

Approved: _____
Attest: _____

RESOLUTION NO. 2019 -

Dated: September 10, 2019

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of 2020 Parks, Recreation and Forestry Department Fees and Charges for department services including Civic Center rental, park shelter rental, dog park membership, fitness room membership, swimming pool admission, swim lesson and recreation program fees.

These fees have been recommended for approval by the Parks and Recreation Commission at their August 12, 2019 meeting.

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

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

THAT the 2020 Recommended Park and Recreation Program Fees be approved as presented for consideration by the Parks and Recreation Commission.

Offered by: Park & Rec Commission
Motion:
Second:

Approved: _____
Attest: _____

To: Finance Committee/City Council
From: Mike Hardy, Parks and Recreation Director
Date: September 10, 2019
Re: 2020 Fees and Charges recommendations

The Parks, Recreation and Forestry Department has prepared recommendations for 2020 Fees and Charges, including rates for various recreation programs, park facility reservations, swimming pool admission, etc. To come up with rates, staff considers trends in participation/reservations, comparables with similar communities, needs for revenues to cover expenses (changes in wages and equipment/supply needs) as well as other revenue sources available to continue to provide expected services while maintaining accessibility for all residents to the best of our ability.

Only a few minor adjustments are requested from 2019 rates, which are highlighted on the enclosed chart. These rates have been used to figure the 2020 budget package which you will be considering in a few weeks.

These rates as presented were recommended for acceptance by the Parks and Recreation Commission at their August 12, 2019 meeting and is up for consideration by the Finance Committee tonight as well.

2020 Recommended Park & Recreation Program Fees

| Civic Center Facility | 2017 Fees | | 2018 Fees | | 2019 Fees | | 2020 Fees | |
|--|----------------------------------|--------|------------|--------|------------|--------|------------|--------|
| | Non-Profit | Profit | Non-Profit | Profit | Non-Profit | Profit | Non-Profit | Profit |
| Small Room Rental (per hour) | \$10 | \$15 | \$10 | \$15 | \$12 | \$17 | \$12 | \$17 |
| Large Room Rental (per hour) | \$15 | \$20 | \$15 | \$20 | \$17 | \$22 | \$17 | \$22 |
| Gym Rental (per hour) | \$15 | \$20 | \$15 | \$20 | \$20 | \$25 | \$20 | \$25 |
| *weekend rate (2 hr. min.) | add \$20 per hour to above rates | | | | | | | |
| Warming Kitchen Rental (per hour) | \$10 | \$15 | \$10 | \$15 | \$10 | \$15 | \$10 | \$15 |
| warming kitchen only available with additional room rental | | | | | | | | |
| TV/DVD or Projector Rental (per hr) | \$5 | \$10 | \$5 | \$10 | \$5 | \$10 | \$5 | \$10 |
| long term lease rates (per sq. ft.) | \$7.68 | | \$7.76 | | \$7.84 | | \$7.96 | |
| Boys & Girls Club lease (per month) | \$652.27 | | \$658.80 | | \$701.00 | | \$711.52 | |
| Senior Center lease (per month) | \$101.10 | | \$153.26 | | \$163.00 | | \$165.45 | |
| Stage III Theater lease (per month) | \$189.00 | | \$190.12 | | \$355.00 | | \$360.33 | |

B & G Club and Senior Center charged 20% of regular lease rate. Stage III charged as co-sponsor organization (50% regular rate)

| Civic Center Program | 2017 Fees | | 2018 Fees | | 2019 Fees | | 2020 Fees | |
|----------------------------|------------------------|---------|------------------------|---------|------------------------|---------|------------------------|---------|
| | Res | Non-Res | Res | Non-Res | Res | Non-Res | Res | Non-Res |
| Preschool Open Gym | \$15/season or \$1/day | |
| Fitness Room - Daily | \$4 | \$4 | \$4 | \$4 | \$4 | \$4 | \$4 | \$4 |
| Fitness Room - Monthly | \$22 | \$27 | \$22 | \$27 | \$22 | \$27 | \$22 | \$27 |
| *senior citizen rate (60+) | \$17 | \$22 | \$17 | \$22 | \$17 | \$22 | \$17 | \$22 |
| Fitness Room - 6 Month | \$85 | \$110 | \$85 | \$110 | \$85 | \$110 | \$85 | \$110 |
| *senior citizen rate (60+) | \$60 | \$85 | \$60 | \$85 | \$60 | \$85 | \$60 | \$85 |

| Park Facility/Program | 2017 Fees | | 2018 Fees | | 2019 Fees | | 2020 Fees | |
|---|----------------------|---------|----------------------|---------|----------------------|---------|----------------------|---------|
| | Res | Non-Res | Res | Non-Res | Res | Non-Res | Res | Non-Res |
| Large Shelter with restrooms | \$75 | | \$75 | | \$80 | | \$80 | |
| Large Rentable shelters with restrooms include Ochsner Main & Maxwell-Potter | | | | | | | | |
| Small Shelter with restrooms | \$50 | | \$50 | | \$55 | | \$55 | |
| Small Rentable shelters with restrooms include Pierce, Langer, Steinhorst, City View, Mary Routree Evans, Ochsner 20x40 & Bandstand | | | | | | | | |
| Shelter w/o restrooms | \$35 | | \$35 | | \$40 | | \$40 | |
| Rentable shelters without restrooms include Campbell | | | | | | | | |
| Lower Ochsner Park | \$35 | | \$35 | | \$40 | | \$40 | |
| Pierce Pavilion | \$225 | | \$225 | | \$225 | | \$225 | |
| Dog Park - Daily Pass | \$2 | \$3 | \$2 | \$3 | \$3 | \$3 | \$3 | \$3 |
| Dog Park - Annual Pass | \$20 | \$30 | \$20 | \$30 | \$20 | \$30 | \$20 | \$30 |
| Community Garden | \$25/plot | | \$25/plot | | \$25/plot | | \$25/plot | |
| Bounce House Permit | \$10 + proof of ins. | |
| Additional picnic table rental | \$5 | | \$5 | | \$5 | | \$5 | |

| Pool Facility/Program | 2017 Fees | | 2018 Fees | | 2019 Fees | | 2020 Fees | |
|----------------------------------|------------|---------|------------|---------|------------|---------|------------|---------|
| | Res | Non-Res | Res | Non-Res | Res | Non-Res | Res | Non-Res |
| Pool Rental | \$100 | | \$120 | | \$120 | | \$120 | |
| Adult Water Aerobics | \$30 | \$40 | \$30 | \$40 | \$30 | \$40 | \$30 | \$40 |
| Aqua Zumba | \$30 | \$40 | \$30 | \$40 | \$30 | \$40 | \$30 | \$40 |
| Swim Lessons | \$30 | \$40 | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 |
| Individual Season Pass | \$35 | \$50 | \$40 | \$55 | \$40 | \$55 | \$40 | \$55 |
| Family Pass (6 family household) | \$100 | \$125 | \$105 | \$130 | \$105 | \$130 | \$105 | \$130 |
| Daily Swim | \$4 | \$4 | \$5 | \$5 | \$5 | \$5 | \$5 | \$5 |
| Recreation Program | 2017 Fees | | 2018 Fees | | 2019 Fees | | 2020 Fees | |
| | Res | Non-Res | Res | Non-Res | Res | Non-Res | Res | Non-Res |
| Adult Softball Leagues | \$300/team | | \$300/team | | \$375/team | | \$375/team | |
| Adult Basketball Leagues | \$400/team | | \$400/team | | \$450/team | | \$450/team | |
| Adult Volleyball Leagues | \$120/team | | \$150/team | | \$150/team | | \$150/team | |
| Adult Tennis Lessons | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Adult Cornhole Leagues | | | \$50/team | | \$50/team | | \$40/team | |
| Senior Fitness (per session) | \$12 | \$17 | \$15 | \$20 | \$15 | \$20 | \$15 | \$20 |
| Adult Pickleball | \$15 | \$25 | \$15 | \$25 | \$15 | \$25 | \$15 | \$25 |
| Adult Get Movin' Fitness | \$20 | \$30 | \$20 | \$30 | \$20 | \$30 | \$20 | \$30 |
| Adult Zookeeper Camps | | | | | | | \$40 | \$50 |
| T-Rex T-Ball/Start Smart | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Youth T-Ball/Baseball | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 |
| Rhinos Soccer/Start Smart | \$15 | \$25 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Youth Soccer | \$25 | \$35 | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 |
| Rookie Basketball/Start Smart | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Youth Basketball | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Youth Flag Football | \$15 | \$25 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Quickstart Tennis (gr. 1-3) | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Youth Tennis (gr. 4-8) | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 |
| High School Tennis | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 |
| Youth Tumbling/Gymnastics | \$30 | \$40 | \$30 | \$40 | \$30 | \$40 | \$25 | \$35 |
| Youth Track | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |
| Indoor Track | | | | | | | \$25 | \$35 |
| Youth Theater | \$50 | \$60 | \$50 | \$60 | \$50 | \$60 | \$50 | \$60 |
| Zookeeper Camps | \$30 | \$40 | \$35 | \$45 | \$35 | \$45 | \$35 | \$45 |
| Tot Lot | \$40 | \$50 | \$40 | \$50 | \$40 | \$50 | \$40 | \$50 |
| Youth Fitness Camp | | | | | | | \$25 | \$35 |
| Youth Mini Camps* | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 | \$25 | \$35 |

*Mini Camps include Basketball, Softball, Soccer, Floor Hockey, Flag Football, Tennis, Biking, Golf, Volleyball, Lacrosse etc. (2 week mini camps)

To: Finance Committee/City Council
From: Mike Hardy, Parks and Recreation Director
Date: September 10, 2019
Re: 2020 Long Term Lease recommendations

The Parks, Recreation and Forestry Department has prepared recommendations for 2020 Long Term Special Leases. Historically, these special leases have not been held to the same rates as our regular lease rates as past Council action has provided for subsidy or waived rents in exchange for services rendered that meets the City goal of providing recreation activities to residents.

Four organizations have been recommended for special consideration, all four are recurring organizations from past years. All other long-term leases would be increased by 1.5% which is the anticipated inflationary index rate.

- 1) The Boys and Girls Club has been a leaseholder in the Civic Center for over 15 years. They have been able to significantly expand over the years thanks to a very generous rent waiver program from the City as well as considerable support from private and business donors. The Club uses far more space than any other tenant and uses more City staff time and utilities than any other tenant. The Parks and Recreation Commission is requesting that their 2020 lease continues to be subsidized at 80% in 2020, which will amount to a \$711.52 monthly rent for the Club. The Club rents approximately 7,000 square feet plus has use of the gymnasium and warming kitchen (not charged for that use).
- 2) The Baraboo Senior Center has been a leaseholder in the Civic Center for about as long as the Boys and Girls Club. They are treated the same as the Club with a 80% subsidy. 2020 monthly rent would be \$165.45 under the Commission's recommendation. The Senior Center uses 1,580 square feet as well as warming kitchen (no charge) when available.
- 3) Stage III Theater for Youth has been a tenant in the Civic Center for 5 years. Two years ago, they moved into a larger room, causing for an increase in rent. The Parks Commission has subsidized their rent 50% in the time they have been here as they co-sponsor programming with the Parks and Recreation Department, offering enrichment programming and instruction for several community programs. 2020 proposal would continue 50% rent at \$360.33 per month. Stage III uses 727 square feet of space plus additional storage space.
- 4) The South Central Cyclones Hockey Association (formerly known as the Baraboo Youth Hockey Association) has been a leaseholder in the Pierce Park Pavilion since the mid-1990's when they helped the City fund the construction of the facility. Since they have made substantial contributions to help fund the project, the City never changed rent. The group also provides a program which the Parks and Recreation Department does not offer – Ice Hockey. The Parks and Recreation Commission is requesting the lease remain with no rent as in the past. The group does pay for their utility expenses during the 6 months they are in the building.

These rates have been used to figure the 2020 budget package which you will be considering in a few weeks.

RESOLUTION NO.

Dated: September 10, 2019

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of 2020 Lease of the Baraboo Civic Center for the Boys and Girls Club of South Central Wisconsin-Baraboo. It is recommended the rate be reduced to 20% of the normal lease rate, with the City subsidizing 80% of rent costs noting that the program serves as a benefit to our local youth.

The 2020 lease rate is recommended at \$711.52 per month or \$8,538 per year and includes exclusive use of rooms 20, 26, 27, 29, the auditorium as well as shared use of the warming kitchen and 2nd floor restrooms. Electric, heat, air and water/sewer are included as are basic janitorial services.

This lease has been recommended for approval by the Parks and Recreation Commission at their August 12, 2019 meeting.

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

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

THAT the 2020 Boys and Girls Club lease for use of Civic Center rooms 20, 26, 27, 29, the auditorium and kitchen (shared) be approved at \$711.52 per month

Offered by: Park & Rec Commission
Motion:
Second:

Approved: _____
Attest: _____

LEASE AGREEMENT

This Lease Agreement is made this 1st day of January, 2020, between the City of Baraboo, Wisconsin, (City), Lessor, and Boys and Girls Club of Baraboo/Sauk County (Lessee).

WITNESSETHS:

In consideration of the mutual covenants and pursuant to and subject to the terms and conditions hereinafter set forth, Lessor and Lessee agree as follows:

1. Leased Premises. Lessor does hereby lease to Lessee the portion of the premises located at the Baraboo Civic Center, 124 Second Street, Baraboo, Wisconsin, more particularly described as follows: **Room 20, 26, 27, 29 & Auditorium**

HEREINAFTER REFERRED TO AS THE LEASED PREMISES:

2. Term. The term of this Lease shall be from January 1, 2020 to December 31, 2020. Lessor agrees that if Lessor does not intend to enter into a new Lease Agreement with Lessee commencing on January 1, 2021, for at least an additional six months, Lessor shall give written notice to Lessee of such intent on or before December 1, 2020. If Lessor does not give Lessee such notice by December 1, 2020, Lessor agrees that the above Lease shall be automatically extended on a month to month basis commencing on January 1, 2021, provided, however, either Lessor or Lessee shall have the right during the extended lease period to terminate the Lease by giving a 60 day advance written notice of their/its intent to terminate the Lease at the end of the 60 days.
3. Rent. Lessor shall provide the lessee use of Room 20, 26, 27, 29 & Auditorium during term of the annual lease agreement at a cost of \$711.52 per month.
4. Purpose. Lessee shall use the Leased Premises only for the purpose of Boys and Girls Club of Baraboo/Sauk County Programming and Management and Lessee agrees that the use of the Leased Premises may not be changed without the express written consent of the Lessor, which consent shall not be unreasonably withheld.
5. Maintenance and Repairs. Lessor shall keep the Civic Center Building in good tenantable condition. Lessor agrees to provide all major structural repairs and improvements to the Civic Center Building, as well as to the electrical, plumbing, heating and ventilating systems. Any repairs necessitated by the acts and omissions of Lessee shall be Lessee's responsibility. Lessee shall keep the Leased Premises in a neat, clean and respectable condition and Lessee shall make such repairs on the Leased Premises as shall be necessary to keep said premises in at least as good a condition as when delivered to it by Lessor. Unless otherwise agreed in writing, Lessee shall, at its own expense, have the right to make such alterations and improvements to the Leased Premises as shall be reasonably necessary for Lessee's use of the Leased Premises for the operation of the Boys & Girls Club of Baraboo/Sauk County, provided, however, that prior to the commencement of any such alteration or improvement, Lessor shall in each case have approved in writing such alterations or improvements and the plans and specifications therefore. Lessee shall be responsible for maintaining and keeping the Leased Premises in a safe condition for its employees, agents, representatives, invitees and customers. Lessee's taking of possession of the Leased Premises shall be conclusive evidence that the Leased Premises were in good order and in a safe and satisfactory condition when Lessee took possession. Lessee agrees that no promise of Lessor to alter, remodel, decorate, clean or improve the Leased Premises and no representation respecting the condition of the Leased Premises has been made by Lessor to Lessee unless the same is set forth in this Agreement. Lessee shall be fully responsible for noticing and correcting any unsafe condition on the Leased Premises.
6. Utilities. Lessor, as long as this Lease is in effect, shall furnish at its sole cost and expense all heat and utilities for the Leased Premises, except television, internet and telephone. Lessor

agrees to furnish heat to the Leased Premises on business days only from 8:00 A.M. to 9:00 P.M., except Saturdays, Sundays and holidays. Lessor shall provide at Lessor's expense all electricity for the Leased Premises necessary for lighting, equipment and accessories normal to office usage during business days from 8:00 A.M. to 9:00 P.M., weekends and holidays excepted. Lessor reserves the right to require Lessee to pay for excess usage by arrangement with Lessor. Lessor also reserves the right to separately meter the Leased Premises or any computer rooms or any other high energy uses and, in such event, the cost of such energy shall be at Lessee's sole expense. Lessee shall make no alteration or additions to the electrical equipment and/or appliances on the Leased Premises without the prior written consent of Lessor. Lessee agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Civic Center Building or the risers or wiring installation. Lessor shall further provide all ballasts and starters used in the Leased Premises.

7. Force Majeure. Lessor does not warrant that any of the services to be provided in this Agreement will be free from interruptions caused by war, insurrection, civic commotion, riots, acts of God or the enemy, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of the Lessor to obtain fuel or supplies or any other cause or causes beyond the reasonable control of the Lessor. Any such interruption of service shall never be deemed an eviction or disturbance of the Lessee's use and possession of the Leased Premises of any part thereof, or render the Lessor liable to the Lessee for damages, or relieve the Lessee from performance of the Lessee's obligations under this Lease. Notwithstanding the foregoing, if any of the services provided for in this agreement are interrupted and such interruptions substantially impairs Lessee's use of the Leased Premises for a period in excess of 21 days, the rent hereunder shall abate to the extent that the Leased Premises are not usable for Lessee's purposes under this Lease, beginning with the 21st day. Lessor shall use its best efforts to restore any of the services so interrupted as promptly as possible.
8. Access to Leased Premises. Lessor or Lessor's agents shall have the right to enter upon the Leased Premises to undertake janitorial services thereon and to inspect the same and to make such decorations, repairs, alterations, improvements or additions to the Leased Premises as Lessor may deem necessary or desirable. If Lessee shall not be personally present to open and permit entry into the Leased Premises, at any time when for any reason an entry shall be deemed necessary by Lessor or Lessor's agent, Lessor or Lessor's agent may enter the same by a pass key and such entry shall not in any manner affect the obligations and covenants of this Lease. Nothing contained in this Lease shall be deemed or construed to impose upon Lessor any obligation, responsibilities or liabilities whatsoever for the care, supervision or repair of the Leased Premises, other than as provided in this Lease Agreement. Lessee is responsible to ensure ADA compliance on accessibility of the rooms and programs. This includes costs required to make interior doors, windows and furnishings accessible as required by law.
9. Destruction of Leased Premises. If the Leased Premises or the Civic Center Building are, in the sole judgement of Lessor, made untenable by fire or other casualty, Lessor shall elect by written notice to Lessee within 60 days after the date of the fire or casualty: (a) to terminate this lease as of the date of the fire or casualty, or (b) proceed to repair, restore or rehabilitate the building or the Leased Premises to a reasonable tenantable condition within 120 working days after the date of the destruction. In the event this Lease is not terminated pursuant to this section, rent shall abate on a daily basis during the period of untenability. In the event of the termination of this Lease pursuant to this section, rent shall be apportioned on a daily basis and paid to the date of the fire or other casualty.
10. Waiver of Claims and Subrogation. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to the Civic Center Building and Leased Premises, or to the contents of or personal property located in the Civic Center Building or Leased Premises caused

by fire, theft, water or other casualty, whether or not said loss or damage may have been the result of the negligence of Lessor, its agents or employees, other Lessees or persons or the result of any other cause. Lessee agrees to obtain whatever personal property or contents of insurance is sufficient or appropriate to protect its property against all of the foregoing losses or damage, including but not limited to fire insurance, with extended coverage, vandalism and malicious mischief, theft and mysterious disappearance endorsements and water and sprinkler damage insurance. Lessee shall deposit with Lessor the appropriate policy or certificate evidencing the existence of such insurance. Lessee agrees to have any and all such insurance coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause:

"This insurance shall not be invalidated should the insured waive in writing prior to a loss any and all right or recovery against any party for loss occurring to the property described."

The foregoing release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate insurance coverage.

11. Indemnification. Except for occurrences due to Lessor's sole negligence, Lessee agrees to indemnify, defend and save Lessor, its officers, directors, agents, and employees from and against any and all claims, damages, liens, suits, losses and expenses, including attorneys fees and costs, of any sort, whether for injuries to or death of any persons, for damage to property, including the property or services of Lessor, that may, allegedly may, arise out of, result from or occur in connection with the performance of this Lease, the conduct of the management of the business conducted by Lessee in the Leased Premises, Lessee's occupation of the Leased Premises, or the Civic Center Building, or from any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to the terms of this Lease, or from any act or inaction of Lessee, its agents, contractors, servants, employees or licensees in and about the Leased Premises and Civic Center Building. The indemnities hereby furnished will indemnify, provide a defense for, and pay any judgment rendered against Lessor, as a result of any occurrence resulting from the negligence of Lessee. In the event the foregoing indemnities are void or in any respect restricted by law, Lessee shall nevertheless indemnify, defend and save the name indemnities harmless to the maximum extent permitted by law. If Lessee fails to defend, Lessor may provide its own defense and Lessee shall pay upon demand all of Lessor's costs, charges and expenses, including attorneys fees and interest. The covenants of this section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessor and its subsequent transferees, successors and assigns throughout the term of this Lease, and any renewal periods thereof, provided that the indemnification with regard to any matter involving hazardous or toxic substances or materials shall survive the expirations or termination of this Lease.
12. Assignment and Subletting. Lessee shall not, without the prior written consent of Lessor, which consent shall be in the sole and unrestricted option of Lessor:
 - (a) Assign this Lease or any interest hereunder.
 - (b) Permit any assignment of this Lease by operation of law.
 - (c) Sublet the Leased Premises or any part thereof; or
 - (d) Permit the use of these premises by any parties other than Lessee, its agents and employees. Upon any permitted assignment or subletting, Lessee shall remain liable for the payment of rent and all obligations if Lessee in the absence of a release by Lessor.
13. Public Liability Insurance and Other Insurance. Lessee agrees to pay the premiums for public liability insurance (including liability under the safe place statute) insuring Lessee in at least the following amounts: \$500,000.000 for injuries to any one person, \$500,000.00 for any one accident and \$500,000.00 for property damage. Lessee shall deposit with Lessor the appropriate policy or certificate evidencing the existence of insurance. All insurance shall contain an endorsement providing that the insurance may not be canceled or materially altered within 30 days prior written notice to Lessor from the insurance company. The limits of Lessee's insurance coverage or any evidence of such coverage shall in no manner limit or otherwise alter Lessee's

responsibilities or obligations under this Lease. Lessor, its officers, agents and employees, shall be named as additional insureds on each public liability insurance policy and/or umbrella policy.

14. Regulations and Laws. Lessee shall not commit waste on the Leased Premises or the Civic Center Building and Lessee shall consistently and fully observe and comply with any and all laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter in force, applicable to the Leased Premises, or the Civic Center Building relating to its use and occupancy or to the making of repairs, or of changes, alterations or improvements, ordinary or extraordinary, including without limitation any applicable regulations pertaining to environmental health and safety, or imposing standards of conduct or liability for the management of hazardous substances or materials.
15. Lessee's Default. The occurrence of any of the following shall constitute an event of default:
 - (a) Any delinquency in the payment of rent due and owing under this Lease Agreement, or delinquency in the performance of or compliance with any of the terms contained in this Lease Agreement to be performed by Lessee for a period of 14 days after receipt of written notice from Lessor to Lessee of such delinquency.
 - (b) Filing by or against Lessee in any Court pursuant to any statute, either of the United States or of any State, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or an assignment by Lessee for the benefit of creditors.

Upon the occurrence of an event of default, this Lease Agreement and all rights of Lessee shall terminate. In addition to the automatic termination of this Lease Agreement and Lessee's rights hereunder, Lessor shall have the right to recover all unpaid rent and damages for any other default by Lessee.

16. Notices. Any notice, statement or demand required or permitted under this Lease shall be deemed delivered personally or when deposited by certified mail, return receipt requested, in the U.S. Mail, postage prepaid and addressed to the party for whom intended.

LESSOR: Baraboo Parks and Recreation Department
Baraboo Civic Center
124 2nd Street, Room 17
Baraboo, WI 53913

LESSEE: Boys & Girls Club of Baraboo/Sauk County
124 2nd Street, Room 29
Baraboo, WI 53913

17. Surrender of Premises. Upon termination of this Lease, by expiration or otherwise, Lessee shall surrender the Leased Premises to Lessor in as good condition as they were in at the beginning of the term, ordinary wear and tear accepted.
18. Right to Perform. If Lessee shall be delinquent in the performance of any of Lessee's obligations under this Lease Agreement, Lessor may cure such delinquency on behalf of Lessee by first giving written notice to Lessee of its intention to do so in Lessor's default notice to Lessee. If Lessee fails to cure the delinquency in a timely fashion, Lessor may cure the delinquency, in which event Lessee shall reimburse Lessor for all sums paid to effect such cure, together with interest at the rate of 18 percent per annum and reasonable attorneys fees.
19. Quiet Enjoyment. Lessee, upon payment of the rent as herein provided and upon performance of all the terms of this Lease Agreement, shall at all times during the Leased Term and during any extension of it peaceably and quietly enjoy the Leased Premises without any disturbance from Lessor or from any other person claiming through Lessor.
20. Waiver of Potential Relocation Benefits. Lessee acknowledges and understands that the Leased Premises is owned by the City of Baraboo, a public entity, and that it is conceivable that at some time in the future the Civic Center Building may be acquired by a third party for the purpose of

undertaking a "public project" as defined in Chapter 32 of the Wisconsin Statutes or that the Civic Center Building may be used for offices for City Departments. Lessee further acknowledges that if either of these events occur, it may be necessary to terminate this Lease thereby requiring Lessee to relocate and find a replacement rental premises at another location. Lessee further acknowledges, understands and agrees that Lessor would not be willing to lease the Leased Premises to Lessee at this time at the rental set forth in the Lease Agreement if Lessor became obligated at a later point in time to provide relocation assistance to Lessee as a result of a "public project" being undertaken in the Civic Center Building. Therefore, in order to induce Lessor to enter into this Lease Agreement, and in consideration of Lessor leasing the Leased Premises to Lessee as set forth in the Lease, and further acknowledging and understanding that Lessor relying on the enforceability of this section in entering into the Lease Agreement, Lessee hereby warrants and represents that Lessee has been informed and is knowledgeable about its potential rights to payments and services under the Wisconsin Relocation Law and under the Wisconsin Eminent Domain Law and Lessee understands its potential rights in the event the Civic Center Building is acquired or used for a "public project" and Lessee hereby knowingly, voluntarily and without any reservation whatsoever waives any rights to relocation benefits or assistance, including, but not limited to, moving expense, replacement rental premises, mortgage refinancing, expenses incidental to purchase of a replacement business premises, and any other relocation services or assistance whatsoever allowed by state or federal law, without limitation, during the term of this Lease Agreement, and any extensions or renewals thereof, and so long as Lessee occupies any portion of the Leased Premises.

21. Miscellaneous. This Agreement and the attached exhibit, if any, contains the entire agreement between Lessor and Lessee concerning the Leased Premises and there are no other agreements, either written or oral. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. The captions in this Lease are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof. The laws of the State of Wisconsin shall govern the validity and performance and enforcement of this Lease. If any term, covenant or condition of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each term, covenant or condition of this Lease shall be valid and be enforced to the maximum extent permitted by law. No modification of this Lease Agreement shall be binding on the parties unless executed in writing. Failure of Lessor to enforce any rights or remedies to which it may be entitled hereunder shall not constitute a waiver or estoppel thereof nor prevent the exercise or enforcement of any rights or remedies at any time thereafter with respect to either a preceding or subsequent breach of any terms, conditions, covenants or agreements contained in this Agreement. All amounts to be paid by Lessee under this Lease (including rent) shall bear interest 10 days after the due date until paid at the rate of 18% per annum.

In witness whereof, the parties have executed this Lease on the 1st day of January, 2019.

LESSOR: City of Baraboo
Parks & Recreation Department

By: _____
Mike Hardy, Director

Date Signed: _____

LESSEE: Boys & Girls Club of Baraboo/Sauk County

By: _____
Karen DeSanto, Director

Date Signed: _____

RESOLUTION NO.

Dated: September 10, 2019

The City of Baraboo, Wisconsin

Background: This resolution seeks the approval of 2020 Lease of the Baraboo Civic Center for the Baraboo Senior Center. It is recommended the rate be reduced to 20% of the normal lease rate, with the City subsidizing 80% of rent costs noting that the program serves as a benefit to our local senior citizens.

The 2020 lease rate is recommended at \$165.45 per month or \$1,985 per year and includes exclusive use of rooms 21 and 24 as well as shared use of the warming kitchen and 2nd floor restrooms. Electric, heat, air and water/sewer are included as are basic janitorial services.

This lease has been recommended for approval by the Parks and Recreation Commission at their August 12, 2019 meeting.

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

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

THAT the 2020 Baraboo Senior Center lease for use of Civic Center rooms 21, 24 and kitchen (shared) be approved at \$165.45 per month

Offered by: Park & Rec Commission

Motion:

Second:

Approved: _____

Attest: _____

LEASE AGREEMENT

This Lease Agreement is made this 1st day of January, 2020, between the City of Baraboo, Wisconsin, (City), Lessor, and Baraboo Area Senior Citizen's Organization (Lessee).

WITNESSETHS:

In consideration of the mutual covenants and pursuant to and subject to the terms and conditions hereinafter set forth, Lessor and Lessee agree as follows:

1. Leased Premises. Lessor does hereby lease to Lessee Rooms 21 & 24 of the premises located at the Baraboo Civic Center, 124 Second Street, Baraboo, Wisconsin.

HEREINAFTER REFERRED TO AS THE LEASED PREMISES:

2. Term. The term of this Lease shall be from January 1, 2020 to December 31, 2020. Lessor agrees that if Lessor does not intend to enter into a new Lease Agreement with Lessee commencing on January 1, 2021, for at least an additional six months, Lessor shall give written notice to Lessee of such intent on or before October 31, 2020. If Lessor does not give Lessee such notice by October 31, 2020, Lessor agrees that the above Lease shall be automatically extended on a month to month basis commencing on January 1, 2021, provided, however, either Lessor or Lessee shall have the right during the extended lease period to terminate the Lease by giving a 60 day advance written notice of their/its intent to terminate the Lease at the end of the 60 days. Leases may only be terminated as of the last day of a month. Written notice shall be given in accordance with Section 16 of the lease.
3. Rent. Lessee will pay \$165.45 monthly rent due on the first day of every month in 2020.
4. Purpose. Lessee shall use the Leased Premises only for the purpose of operating Baraboo Area Senior Center and Lessee agrees that the use of the Leased Premises may not be changed without the express written consent of the Lessor.
5. Maintenance and Repairs. Lessor shall, at Lessor's expense, keep the Civic Center Building in good tenantable condition. Lessor agrees to provide all major structural repairs and improvements to the Civic Center Building, as well as to the electrical, plumbing, heating and ventilating systems. Any repairs necessitated by the acts and omissions of Lessee shall be Lessee's responsibility. Lessee shall keep the Leased Premises in a neat, clean and respectable condition and Lessee shall make such repairs on the Leased Premises as shall be necessary to keep said premises in at least as good a condition as when delivered to it by Lessor. Unless otherwise agreed in writing, Lessee shall, at its own expense, have the right to make such alterations and improvements to the Leased Premises as shall be reasonably necessary for Lessee's use of the Leased Premises for the operation of a Senior Center, provided, however, that prior to the commencement of any such alteration or improvement, Lessor shall in each case have approval in writing such alterations or improvements and the plans and specifications therefore. Lessee shall be responsible for maintaining and keeping the Leased Premises in a safe condition for its employees, agents, representatives, invitees and customers. Lessee's taking of possession of the Leased Premises shall be conclusive evidence that the Leased Premises were in good order and in a safe and satisfactory condition when Lessee took possession. Lessee agrees that no promise of Lessor to alter, remodel, decorate, clean or improve the Leased Premises and no representation respecting the condition of the Leased Premises has been made by Lessor to Lessee unless the same is set forth in this Agreement. Lessee shall be fully responsible for noticing and correcting any unsafe condition on the Leased Premises. Lessor shall provide reasonable janitorial services for the Leased Premises.
6. Utilities. Lessor, as long as this Lease is in effect, shall furnish at its sole cost and expense all heat and utilities for the Leased Premises, except television, internet and telephone. Lessor agrees to furnish heat to the Leased Premises on business days only from 8:00 A.M. to 10:00 P.M., except Saturdays, Sundays and holidays. Lessor shall provide at Lessor's expense all

electricity for the Leased Premises necessary for lighting, equipment and accessories normal to office usage during business days from 8:00 A.M. to 9:00 P.M., Saturdays, Sundays and holidays excepted. Lessor reserves the right to require Lessee to pay for excess usage by arrangement with Lessor. Lessor also reserves the right to separately meter the Leased Premises or any computer rooms or any other high energy uses and, in such event, the cost of such energy shall be at Lessee's sole expense. Lessee shall make no alteration or additions to the electrical equipment and/or appliances on the Leased Premises without the prior written consent of Lessor. Lessee agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Civic Center Building or the risers or wiring installation. Lessor shall further provide all ballasts and starters used in the Leased Premises.

7. Force Majeure. Lessor does not warrant that any of the services to be provided in this Agreement will be free from interruptions caused by war, insurrection, civic commotion, riots, acts of God or the enemy, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of the Lessor to obtain fuel or supplies or any other cause or causes beyond the reasonable control of the Lessor. Any such interruption of service shall never be deemed an eviction or disturbance of the Lessee's use and possession of the Leased Premises of any part thereof, or render the Lessor liable to the Lessee for damages, or relieve the Lessee from performance of the Lessee's obligations under this Lease. Notwithstanding the foregoing, if any of the services provided for in this agreement are interrupted and such interruptions substantially impairs Lessee's use of the Leased Premises for a period in excess of 21 days, the rent hereunder shall abate to the extent that the Leased Premises are not usable for Lessee's purposes under this Lease, beginning with the 21st day. Lessor shall use its best efforts to restore any of the services so interrupted as promptly as possible.
8. Access to Leased Premises. Lessor or Lessor's agents shall have the right to enter upon the Leased Premises to undertake janitorial services thereon and to inspect the same and to make such decorations, repairs, alterations, improvements or additions to the Leased Premises as Lessor may deem necessary or desirable. If Lessee shall not be personally present to open and permit entry into the Leased Premises, at any time when for any reason an entry shall be deemed necessary by Lessor or Lessor's agent, Lessor or Lessor's agent may enter the same by a pass key and such entry shall not in any manner affect the obligations and covenants of this Lease. Nothing contained in this Lease shall be deemed or construed to impose upon Lessor any obligation, responsibilities or liabilities whatsoever for the care, supervision or repair of the Leased Premises, other than as provided in this Lease Agreement. Lessee is responsible to ensure ADA compliance on accessibility of the rooms and programs. This includes costs required to make interior doors, windows and furnishings accessible as required by law.
9. Destruction of Leased Premises. If the Leased Premises or the Civic Center Building are, in the sole judgement of Lessor, made untenable by fire or other casualty, Lessor shall elect by written notice to Lessee within 60 days after the date of the fire or casualty: (a) to terminate this lease as of the date of the fire or casualty, or (b) proceed to repair, restore or rehabilitate the building or the Leased Premises to a reasonable tenantable condition within 120 working days after the date of the destruction. In the event this Lease is not terminated pursuant to this section, rent shall abate on a daily basis during the period of untenability. In the event of the termination of this Lease pursuant to this section, rent shall be apportioned on a daily basis and paid to the date of the fire or other casualty.
10. Waiver of Claims and Subrogation. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to the Civic Center Building and Leased Premises, or to the contents of or personal property located in the Civic Center Building or Leased Premises caused by fire, theft, water or other casualty, whether or not said loss or damage may have been the result of the negligence of Lessor, its agents or employees, other Lessees or persons or the result of any other cause. Lessee agrees to obtain whatever personal property or contents of

insurance is sufficient or appropriate to protect its property against all of the foregoing losses or damage, including but not limited to fire insurance, with extended coverage, vandalism and malicious mischief, theft and mysterious disappearance endorsements and water and sprinkler damage insurance. Lessee shall deposit with Lessor the appropriate policy or certificate evidencing the existence of such insurance. Lessee agrees to have any and all such insurance coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause:

"This insurance shall not be invalidated should the insured waive in writing prior to a loss any and all right or recovery against any party for loss occurring to the property described."

The foregoing release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate insurance coverage.

11. Indemnification. Except for occurrences due to Lessor's sole negligence, Lessee agrees to indemnify, defend and save Lessor, its officers, directors, agents, and employees from and against any and all claims, damages, liens, suits, losses and expenses, including attorneys fees and costs, of any sort, whether for injuries to or death of any persons, for damage to property, including the property or services of Lessor, that may, allegedly may, arise out of, result from or occur in connection with the performance of this Lease, the conduct of the management of the business conducted by Lessee in the Leased Premises, Lessee's occupation of the Leased Premises, or the Civic Center Building, or from any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to the terms of this Lease, or from any act or inaction of Lessee, its agents, contractors, servants, employees or licensees in and about the Leased Premises and Civic Center Building. The indemnities hereby furnished will indemnify, provide a defense for, and pay any judgment rendered against Lessor, as a result of any occurrence resulting from the negligence of Lessee. In the event the foregoing indemnities are void or in any respect restricted by law, Lessee shall nevertheless indemnify, defend and save the name indemnities harmless to the maximum extent permitted by law. If Lessee fails to defend, Lessor may provide its own defense and Lessee shall pay upon demand all of Lessor's costs, charges and expenses, including attorneys fees and interest. The covenants of this section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessor and its subsequent transferees, successors and assigns throughout the term of this Lease, and any renewal periods thereof, provided that the indemnification with regard to any matter involving hazardous or toxic substances or materials shall survive the expirations or termination of this Lease.
12. Assignment and Subletting. Lessee shall not, without the prior written consent of Lessor, which consent shall be in the sole and unrestricted option of Lessor:
 - (a) Assign this Lease or any interest hereunder.
 - (b) Permit any assignment of this Lease by operation of law.
 - (c) Sublet the Leased Premises or any part thereof; or
 - (d) Permit the use of these premises by any parties other than Lessee, its agents and employees. Upon any permitted assignment or subletting, Lessee shall remain liable for the payment of rent and all obligations if Lessee in the absence of a release by Lessor.
13. Public Liability Insurance and Other Insurance. Lessee agrees to pay the premiums for public liability insurance (including liability under the safe place statute) insuring Lessee in at least the following amounts: \$500,000.000 for injuries to any one person, \$500,000.00 for any one accident and \$500,000.00 for property damage. Lessee shall deposit with Lessor the appropriate policy or certificate evidencing the existence of insurance. All insurance shall contain an endorsement providing that the insurance may not be canceled or materially altered within 30 days prior written notice to Lessor from the insurance company. The limits of Lessee's insurance coverage or any evidence of such coverage shall in no manner limit or otherwise alter Lessee's responsibilities or obligations under this Lease. Lessor, its officers, agents and employees, shall be named as additional insureds on each public liability insurance policy and/or umbrella policy.
14. Regulations and Laws. Lessee shall not commit waste on the Leased Premises or the Civic Center Building and Lessee shall consistently and fully observe and comply with any and all laws,

statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter in force, applicable to the Leased Premises, or the Civic Center Building relating to its use and occupancy or to the making of repairs, or of changes, alterations or improvements, ordinary or extraordinary, including without limitation any applicable regulations pertaining to environmental health and safety, or imposing standards of conduct or liability for the management of hazardous substances or materials.

15. Lessee's Default. The occurrence of any of the following shall constitute an event of default:
- (a) Any delinquency in the payment of rent due and owing under this Lease Agreement, or delinquency in the performance of or compliance with any of the terms contained in this Lease Agreement to be performed by Lessee for a period of 14 days after receipt of written notice from Lessor to Lessee of such delinquency.
 - (b) Filing by or against Lessee in any Court pursuant to any statute, either of the United States or of any State, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or an assignment by Lessee for the benefit of creditors.

Upon the occurrence of an event of default, this Lease Agreement and all rights of Lessee shall terminate. In addition to the automatic termination of this Lease Agreement and Lessee's rights hereunder, Lessor shall have the right to recover all unpaid rent and damages for any other default by Lessee.

16. Notices. Any notice, statement or demand required or permitted under this Lease shall be deemed delivered personally or when deposited by certified mail, return receipt requested, in the U.S. Mail, postage prepaid and addressed to the party for whom intended.

LESSOR: Baraboo Parks and Recreation Department
Baraboo Civic Center
124 2nd Street, Room 17
Baraboo, WI 53913

LESSEE: Baraboo Area Senior Citizen's Organization
Baraboo Area Senior Center
124 2nd Street, Room 24
Baraboo, WI 53913

17. Surrender of Premises. Upon termination of this Lease, by expiration or otherwise, Lessee shall surrender the Leased Premises to Lessor in as good condition as they were in at the beginning of the term, ordinary wear and tear accepted.
18. Right to Perform. If Lessee shall be delinquent in the performance of any of Lessee's obligations under this Lease Agreement, Lessor may cure such delinquency on behalf of Lessee by first giving written notice to Lessee of its intention to do so in Lessor's default notice to Lessee. If Lessee fails to cure the delinquency in a timely fashion, Lessor may cure the delinquency, in which event Lessee shall reimburse Lessor for all sums paid to effect such cure, together with interest at the rate of 18 percent per annum and reasonable attorneys fees.
19. Quiet Enjoyment. Lessee, upon payment of the rent as herein provided and upon performance of all the terms of this Lease Agreement, shall at all times during the Leased Term and during any extension of it peaceably and quietly enjoy the Leased Premises without any disturbance from Lessor or from any other person claiming through Lessor.
20. Waiver of Potential Relocation Benefits. Lessee acknowledges and understands that the Leased Premises is owned by the City of Baraboo, a public entity, and that it is conceivable that at some time in the future the Civic Center Building may be acquired by a third party for the purpose of undertaking a "public project" as defined in Chapter 32 of the Wisconsin Statutes or that the Civic Center Building may be used for offices for City Departments. Lessee further acknowledges that if either of these events occur, it may be necessary to terminate this Lease thereby requiring Lessee to relocate and find a replacement rental premises at another location. Lessee further

acknowledges, understands and agrees that Lessor would not be willing to lease the Leased Premises to Lessee at this time at the rental set forth in the Lease Agreement if Lessor became obligated at a later point in time to provide relocation assistance to Lessee as a result of a "public project" being undertaken in the Civic Center Building. Therefore, in order to induce Lessor to enter into this Lease Agreement, and in consideration of Lessor leasing the Leased Premises to Lessee as set forth in the Lease, and further acknowledging and understanding that Lessor relying on the enforceability of this section in entering into the Lease Agreement, Lessee hereby warrants and represents that Lessee has been informed and is knowledgeable about its potential rights to payments and services under the Wisconsin Relocation Law and under the Wisconsin Eminent Domain Law and Lessee understands its potential rights in the event the Civic Center Building is acquired or used for a "public project" and Lessee hereby knowingly, voluntarily and without any reservation whatsoever waives any rights to relocation benefits or assistance, including, but not limited to, moving expense, replacement rental premises, mortgage refinancing, expenses incidental to purchase of a replacement business premises, and any other relocation services or assistance whatsoever allowed by state or federal law, without limitation, during the term of this Lease Agreement, and any extensions or renewals thereof, and so long as Lessee occupies any portion of the Leased Premises.

21. Miscellaneous. This Agreement and the attached exhibit, if any, contains the entire agreement between Lessor and Lessee concerning the Leased Premises and there are no other agreements, either written or oral. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. The captions in this Lease are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof. The laws of the State of Wisconsin shall govern the validity and performance and enforcement of this Lease. If any term, covenant or condition of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each term, covenant or condition of this Lease shall be valid and be enforced to the maximum extent permitted by law. No modification of this Lease Agreement shall be binding on the parties unless executed in writing. Failure of Lessor to enforce any rights or remedies to which it may be entitled hereunder shall not constitute a waiver or estoppel thereof nor prevent the exercise or enforcement of any rights or remedies at any time thereafter with respect to either a preceding or subsequent breach of any terms, conditions, covenants or agreements contained in this Agreement. All amounts to be paid by Lessee under this Lease (including rent) shall bear interest 10 days after the due date until paid at the rate of 18% per annum.

In witness whereof, the parties have executed this Lease on the 1st day of January, 2019.

LESSOR: City of Baraboo
Parks & Recreation Department

By: _____
Mike Hardy, Director

Date Signed: _____

LESSEE: BASCO
Baraboo Area Senior Center

By: _____
Diane Pillsbury, Director

Date Signed: _____

The City of Baraboo, Wisconsin

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

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

That the Compliance Maintenance Annual Report for the Wastewater Plant for 2018 is hereby approved.

Offered by: Public Safety Committee
Motion:
Second:

Approved: _____
Attest: _____

Compliance Maintenance Annual Report

Baraboo Wastewater Treatment Facility

Last Updated: Reporting For:
8/30/2019 **2018**

Grading Summary

WPDES No: 0020605

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

Notes:

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

The City of Baraboo, Wisconsin

Background On August 13, 2019, Council approved the transfer of a F150 from the police department to the fire department (NBR 2019-065). The truck was not meeting the needs of the detective division for the PD and the FD was in need of a vehicle.

The PD/ detective division now would like to use \$15,000 of those monies to replace the vehicle with a used vehicle. Because of the mileage that will be put onto the vehicle, a used 2015 Chevy Equinox will be effective for fulfilling the mission.

Chief Schauf shopped the 3 major local car dealers for vehicles, attempting to compare and find the best value in a used vehicle. Don Larson Chevy/GMC has a used vehicle that has the space detectives need, doesn't look like a squad car and appears to be the best value.

This is unbudgeted and Chief Schauf is requesting to use the funds transferred to purchase the vehicle, \$15,000 and the remaining monies \$2,000 to purchase lighting, siren and have it set up as a police squad by Belco.

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

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

Authorize the police department to purchase a used 2015 Chevy Equinox for \$15,000 from Don Larson Chevrolet and utilize the remaining \$2,000 to purchase equipment to be installed to turn it into a police vehicle.

Offered by:
Motion:
Second:

Approved: _____

Attest: _____

The City of Baraboo, Wisconsin

Background: The Police Department ("PD") currently owns a 2014 Ford F-150 pickup truck ("truck"), purchased by the PD for use by the police detectives. Over the years, use of the truck has diminished and the truck no longer suits the needs of the PD.

Previously, the Fire Chief worked with the Police Chief to obtain from the PD an old police squad car ("squad car") for use by Fire Department ("FD") and Building Inspector.

It is the desire of the Police Chief to surplus the truck, and it is the desire of the Fire Chief to use the truck instead of the squad car due to the condition and the versatility of the truck for FD use.

The FD and PD have agreed on a value of the truck at \$17,000 (the value was obtained by using Kelly Blue Book). The Fire Equipment Replacement Fund has money available to transfer to the Capital Equipment Fund for the PD in exchange for this asset. If approved, the squad car will be returned by the FD to the PD for the PD to use.

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

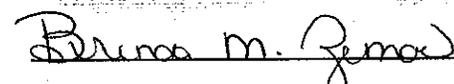
Comments: Request to transfer \$17,000 from the Cities monies in Fire Equipment Replacement Fund to the Police Department Capital Equipment Fund so the Police Chief can buy a used replacement vehicle. A 2/3 affirmative vote is required as this request is unbudgeted.

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

THAT the City Finance Director in conjunction with City Treasurer is hereby authorized to transfer \$17,000.00 from the City's monies in the Fire Equipment Replacement Fund to the Police Department Capital Equipment Fund for the transfer of 2014 Ford F-150 pickup truck from the Police Department to the Fire Department, and

THAT the Fire and Police Chiefs work together to ensure the transfer of the truck from the Police Department to the Fire Department, including any emergency equipment currently installed on/in the truck, and the squad car from the Fire Department to the Police Department.

Offered by: Public Safety/Finance
Motion: Sloan
Second: Petty

Approved: 
Attest: 

The City of Baraboo, Wisconsin

Background

Each year, the City of Baraboo has an opportunity to replace taxi fleet vehicles that have exceeded 100K miles. Most of the time, the City is able to use the State approved list to make purchases. The fleet vehicle being replaced as part of this resolution is a passenger vehicle, which is not on the State list.

The City obtained permission from WisDOT to go out for bid. Three bids were received, in no particular order:

- Don Larson Chevrolet – 2020 Chevrolet Express Passenger Van \$26,297
- Ewald Motors of Oconomowoc – 2019 Dodge Grand Caravan \$25,961
- Ewald Motors of Oconomowoc – 2020 Chrysler Pacifica \$31,000

WisDOT required that each bid include a federal certification. This requirement resulted in only Ewald Motors bids being considered.

Of the two vehicles remaining, the 2020 Chrysler Pacifica for \$31,000 meets the preferred passenger seating.

.....
The funding for the replacement fleet vehicle is as follows:

- \$24,800 - 80% Grant Funded
- \$ 6,200 - Salvage/Sale Proceeds

Note: (one) Not Required Budgeted Expenditure Not Budgeted
Comments:

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

That the City of Baraboo Finance Director is hereby authorized to purchase the 2020 Chrysler Pacifica 8 passenger minivan vehicle from Ewald Motors of Oconomowoc in the amount of \$31,000 with a local share of \$6,200.

Offered by: Finance Committee

Approved: _____

Motion:

Attest: _____

Second:

RESOLUTION PROVIDING FOR THE SALE OF
APPROXIMATELY \$1,255,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the City of Baraboo, Sauk County, Wisconsin (the "City") is presently in need of approximately \$1,255,000 for the public purpose of refunding the 2020 through 2030 maturities of the Taxable General Obligation Corporate Purpose Bonds, dated December 27, 2010 (the "Refunded Obligations"); and

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of taxable general obligation refunding bonds.

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

Section 1. Issuance of the Bonds. The City shall issue its Taxable General Obligation Refunding Bonds in an approximate amount of \$1,255,000 (the "Bonds") for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded September 10, 2019.

Michael J. Palm
Mayor

ATTEST:

Brenda M. Zeman
City Clerk

(SEAL)



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Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

September 6, 2019

VIA EMAIL

Ms. Cynthia Haggard
Finance Director
City of Baraboo
101 South Blvd.
Baraboo, WI 53913

**Re: City of Baraboo
\$1,255,000 Taxable General Obligation Refunding Bonds**

Dear Cynthia:

Attached please find the **Set Sale Resolution** to be adopted in connection with the above-referenced financing. We have prepared this Resolution with the information provided to us. Please review it carefully.

It is our understanding that this Resolution will be considered by the Common Council at its meeting on September 10, 2019.

If you have not already done so, please include the title of this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have attached an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of each of the Certificate and Excerpts, to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the meeting.

Ms. Cynthia Haggard
September 6, 2019
Page 2

Please feel free to contact me at (414) 277-5775 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP

A handwritten signature in black ink, appearing to read "B. Lanser", written over a horizontal line.

Brian G. Lanser

BGL:BJK:JAL:TAB

Enclosures

#140329.00030

cc: Mr. Edward Geick (w/enc. via email)
Ms. Brenda M. Zeman (w/enc. via email)
Ms. Lori Laux (w/enc. via email)
Ms. Dawn Gunderson Schiel (w/enc. via email)
Mr. David Ferris (w/enc. via email)
Ms. Kathy Myers (w/enc. via email)
Ms. Mary Zywiec (w/enc. via email)
Ms. Sue Porter (w/enc. via email)
Ms. Bridgette Keating (w/enc. via email)
Mr. Jose Lazaro (w/enc. via email)
Ms. Tracy Berrones (w/enc. via email)

**Baraboo Fire Department
Monthly Report - August 2019**

| Incident Responses | August 2019 | Year to Date 2018 | Totals 2018 | Year to Date 2019 | Percentage Increase/Decrease |
|--|--------------------|--------------------------|--------------------|--------------------------|-------------------------------------|
| | | | | | 2019 |
| Fire, Other | 0 | 3 | 4 | 0 | 25 Fire 10.00% |
| Building Fire | 0 | 9 | 13 | 10 | 60 Rescue 24.00% |
| Fire in Mobile Home used as a Fixed Structure | 0 | 0 | 0 | 0 | 12 Haz Mat 4.80% |
| Fire in Structures other than Building | 0 | 0 | 0 | 0 | 45 Alarm 18.00% |
| Cooking Fire | 0 | 6 | 6 | 4 | 98 Other 39.20% |
| Chimney Fire | 0 | 4 | 5 | 0 | 10 Mutual Aid 4.00% |
| Vehicle Fire | 1 | 2 | 3 | 6 | |
| Wildland Fire | 0 | 5 | 6 | 5 | |
| Trash or Rubbish Fire Contained | 0 | 0 | 0 | 0 | 2018 |
| Outside Rubbish, Trash or Waste Fire | 0 | 2 | 2 | 0 | 41 Fire 10.88% |
| Dumpster or other Trash Receptacle Fire | 0 | 1 | 1 | 0 | 95 Rescue 25.20% |
| Outside Storage Fire | 0 | 0 | 0 | 0 | 20 Haz Mat 5.31% |
| Outside Gas or Vapor Combustion Explosion | 0 | 1 | 1 | 0 | 68 Alarm 18.04% |
| Medical Assist | 6 | 22 | 32 | 15 | 127 Other 33.69% |
| Vehicle Crash | 4 | 26 | 43 | 34 | 26 Mutual Aid 6.90% |
| Motor vehicle/pedestrian crash | 0 | 0 | 0 | 1 | |
| Search for Person on Land | 0 | 0 | 2 | 1 | |
| Extrication of Victim(s) from Building/Structure | 0 | 0 | 0 | 0 | |
| Extrication from Vehicles | 0 | 4 | 4 | 4 | |
| Extrication, Other | 0 | 0 | 2 | 0 | |
| Elevator Rescue | 2 | 2 | 3 | 3 | |
| Water/Ice Rescue | 1 | 4 | 5 | 1 | |
| High Angle Rescue | 1 | 4 | 4 | 1 | |
| Hazardous Material | 3 | 6 | 12 | 9 | |
| Carbon Monoxide Incident | 0 | 3 | 8 | 3 | |
| Hazardous Call, Other | 3 | 10 | 17 | 20 | |
| Vehicle Accident - General Cleanup | 0 | 5 | 10 | 8 | |
| Animal Rescue | 0 | 1 | 1 | 0 | |
| Water Problem, Other | 0 | 0 | 0 | 1 | |
| Smoke or Odor Removal | 0 | 0 | 3 | 2 | |
| Service Call, Other | 0 | 1 | 1 | 3 | |
| Lock-out | 0 | 0 | 0 | 0 | |
| Assist Police | 0 | 2 | 4 | 9 | |
| Public Service | 0 | 3 | 3 | 8 | |
| Unauthorized Burning | 0 | 2 | 2 | 3 | |
| Authorized Burning | 0 | 1 | 1 | 3 | |
| Good Intent Call | 0 | 31 | 44 | 13 | |
| Dispatched/Cancelled | 1 | 27 | 37 | 26 | |
| Wrong Location | 0 | 0 | 1 | 0 | |
| Smoke Scare, Odor of Smoke | 0 | 0 | 1 | 0 | |
| Steam, Vapor, Fog or Dust thought to be Smoke | 0 | 1 | 1 | 0 | |
| Malicious Alarm | 0 | 1 | 2 | 2 | |
| Bomb Threat | 0 | 0 | 0 | 0 | |
| Alarm | 5 | 33 | 54 | 33 | |
| Carbon Monoxide Alarm | 0 | 7 | 12 | 10 | |
| Lighting Strike | 0 | 0 | 0 | 2 | |
| Severe Weather Standby | 0 | 1 | 1 | 0 | |
| Mutual Aid - City | 1 | 15 | 20 | 7 | |
| Mutual Aid - Rural | 0 | 6 | 6 | 3 | |
| Totals | 28 | 251 | 377 | 250 | -0.40% |
| | | | 0 | | Exposure Fires |
| | | | 377 | | Total Incidents |

| Incident Responses by Municipality | Total Incidents | Percent | | |
|---|------------------------|----------------|------------|----------------|
| City of Baraboo | 16 | 57.14% | 147 | 58.80% |
| Village of West Baraboo | 3 | 10.71% | 20 | 8.00% |
| Town of Baraboo | 5 | 17.86% | 40 | 16.00% |
| Town of Fairfield | 1 | 3.57% | 14 | 5.60% |
| Town of Greenfield | 2 | 7.14% | 14 | 5.60% |
| Town of Sumpter | 0 | 0.00% | 5 | 2.00% |
| Mutual Aid - City | 1 | 3.57% | 7 | 2.80% |
| Mutual Aid - Rural | 0 | 0.00% | 3 | 1.20% |
| Totals | 28 | 100.00% | 250 | 100.00% |

**Baraboo Fire Department
Monthly Report - August 2019**

| Fire Inspections | January | February | March | April | May | June | July | August | Sept. | Oct. | Nov. | Dec |
|-------------------------|----------------|-----------------|--------------|--------------|------------|-------------|-------------|---------------------------------------|--------------|-------------|-------------|------------|
| City of Baraboo | 12 | 50 | 83 | 160 | 132 | 172 | 12 | 81 | | | | |
| Village of West Baraboo | 89 | 39 | 2 | 1 | 1 | 0 | 26 | 62 | | | | |
| Town of Baraboo | 0 | 0 | 0 | 2 | 1 | 14 | 29 | 1 | | | | |
| Town of Fairfield | 0 | 0 | 0 | 2 | 0 | 0 | 3 | 1 | | | | |
| Town of Greenfield | 0 | 0 | 0 | 0 | 0 | 2 | 6 | 1 | | | | |
| Town of Sumpter | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | | | | |
| Totals | 101 | 89 | 85 | 165 | 134 | 188 | 77 | 146 | 0 | 0 | 0 | 0 |
| | | | | | | | | Total Inspections Year to Date | | | | 985 |

| Fire Prevention Education - Current Month | Number of Activities | Number of Adults | Number of Children | Total Participants | |
|--|-----------------------------|-------------------------|--|---------------------------|-------------|
| Fire Extinguisher and Fire Safety Training | 0 | 0 | 0 | 0 | |
| Fire Safety Presentations | 0 | 0 | 0 | 0 | |
| Fire Safety House Training | 0 | 0 | 0 | 0 | |
| Other | 0 | 0 | 0 | 0 | |
| Grand Totals | 0 | 0 | 0 | 0 | |
| | | | Total Fire Safety Contacts Year to Date | | 1563 |

| Monthly | Number of Smoke Alarms | Number of CO Alarms | Total |
|---|-------------------------------|----------------------------|------------------------------|
| Install Smoke and Carbon Monoxide Alarms | 0 | 0 | 0 |
| | | | 11 Year to Date Total |

Members Present: Petty, Thurow, Sloan

Absent:

Others Present: Mayor Palm, Adm. Geick, E. Truman, B. Zeman, C. Haggard, K. Stieve, J. Bergin, T. Pinion, Ald. Ellington, Andrea Jansen, Dawn Gunderson, Pat Cannon, Rob Nelson

Call to Order –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of August 13, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$454,940.12**. Motion carried unanimously.
- b) **Approve Preliminary FY 2020 Budget Estimates, Report, 2 Year Budget Forecast**
C. Haggard presented the 2020 budget estimates. Based on the preliminary assumptions, the levy is an increase over prior year of approximately \$300,000 or a 3.5% increase. The mill rate is projected to be an increase over prior year at 11.35, last year was 11.08 which is a 2.4% increase. The proposed new debt includes \$750,000 for streets, \$600,000 for Fire & EMS bldg. design, and \$40,000 for Civic Center office renovation.
Dawn Gunderson from Ehlers presented the Committee with considerations regarding the budget and debt. In terms of a General Obligation basis, we are well within our City imposed debt capacity to include both the Fire & EMS bldg. and the Library; however, to take this one-step beyond, Dawn considered how this would look in the terms of the levy. Taking into consideration the existing debt along with the proposed debt for the Fire & EMS bldg. and the Library, we are looking at a levy increase of approximately \$1M from where they levy is now. The significance of this is the change in the tax rate per \$1,000 will increase substantially and it's another almost 1/3 of the levy increase in terms of our debt service levy. While we look at our ability to borrow on a GO basis, we are still utilizing our levy to pay for this debt service. The rating agencies, while they would look at the GO debt in terms of our borrowing capacity, they will also look at the impact on our taxpayers to support this debt. Rating agencies will look at what our debt service is as a percentage of our operating expenditures; currently we are at about 10% -12%, adding this on would take us up to about 17%. Because we are already higher than the median of 8.4%, this is one indicator that will put some pressure on our rating by increasing our tax debt service payment to our residents by as much as \$1M. Ald. Sloan questions doubling the median and how we could consciously do this to our taxpayers. With a drop in our Moody's rating, our interest rate could potentially increase. This item is information only, no action taken.
- c) **Approve Request for Additional Funding from the State of WI for Road Repairs and Improvements**
Atty. Truman noted that the County Board of Supervisors is looking for us to support the request of additional funding for road repairs. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- d) **Approve Exemption from County Library tax for 2020** Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- e) **Approve 2018 Audit Report** Andrea Jansen from Baker Tilly Virchow Krause, LLP presented the 2018 Financial Statements. She explained that the new implementation of GASB 75, which includes both Health and Life insurance, reports that it is costing us more for health insurance because we offer insurance to retirees. Because we participate in the State's plan, we don't have the option to take this benefit away from our retirees. Another change, as of 1/1/2018 the Airport operations are now reported on separate financial statements. She also noted that there were no material audit adjustments; this is very commendable, nice job done by City staff. Overall, it was a very stable year, Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- f) **Approve the City as a continuing member of CVMIC (Cities & Villages Mutual Insurance Company) for the policy years of 2020, 2021, and 2022** Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.

Informational Items

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

- Report from Ehlers – Included in item “b” above.
- Review & Discussion of RFP’s for Agenda & Minutes Management Software – Postponed to next meeting.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:56pm.
Brenda Zeman, City Clerk

Minutes of the Public Safety Committee Meeting – August 23, 2019

Members Present: Phil Wedekind and Tom Kolb, and Mike Plautz. **Others Present:** Tom Pinion, Administrator Geick, Police Chief Mark Schauf, Fire Chief Kevin Stieve, Attorney Emily Truman, Tony Gilman, Megan Krautkramer, Mark Willer, Nicki Green, Mike Johnson, and Jaren & Rhonda Parchem.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, 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 July 29, 2019 meeting. Motion carried unanimously.

New Business

- a. Consider revising Section 7.09(20) to change the 2-hr time limit to a 4-hr time limit for the Municipal Parking Lot on the southeast corner of Birch Street and 5th Avenue (behind the Baraboo Library) – Pinion said there was no signage on this parking lot, in the ordinance the lot is listed as a 2-hour parking limit. When signage was installed, complaints arose and the Library Director requested that the time limit be increased to 4 hours. It was moved by Kolb, seconded by Plautz to increase the parking lot time limit to 4 hours. Motion carried unanimously.
- b. Consider revising the Official Traffic Map to prohibit parking on the north side of 9th Avenue between Oak Street and Birch Street – Tony Gilman said that this is an area that is narrower than most streets. He said there are no driveways on the north side of the street. He said that he would like to limit parking to south side only to benefit of our services and residents along here. It was moved by Plautz, seconded by Kolb to revise the official traffic map to prohibit parking on the north side of 9th Avenue between Oak Street and Birch Street. Motion carried unanimously.
- c. Review and recommendation to close Oak Street between 3rd & 4th Avenues and 4th Avenue between Oak Street and Broadway for two Special Events – “Night Markets”, on September 20th and December 20th from 5PM to 9PM, sponsored by Baraboo Young Professionals – Nicki Green asked if this could be amended to be just Oak Street between 3rd and 4th for the December 20th event. Pinion said that when special events are a carbon copy of previous years they do not come back to Committee; however, because they are requesting to add a block, it needs Committee approval. It was moved by Kolb, seconded by Plautz to recommend the street closures as presented and amended for September 20 and December 20. Motion carried unanimously.
- d. Consider Petition for Public Street and Utility Improvements on the unimproved Canepa Street right-of-way for a future subdivision at the west end of Canepa Street by Jaren & Rhonda Parchem – Pinion presented the request to the Committee. He said this is an unimproved right-of-way with an apparent private gravel driveway in the right-of-way. He said the Parchems recently purchased the 6.12-acre parcel next to them and would like to subdivide it into up to six buildable lots. He said that when this occurs, the property owners have one of two options to make it developable. Since this is an existing public right-of-way and in the absence of public utilities and public improvements they can petition the City for those public improvements. He said the City can then decide whether they want to do this, if they choose to, it would be a special assessment project where the City commissions the work and then assesses all the adjoining benefitting properties for their proportionate share of the cost. He said at the end of the day, the City does not have any contribution to it, it goes to the debt service initially, we charge interest to cover the bonding rate, etc. and the City has made whole at the end of the day. Pinion said that Option 2, which is seen more conventionally is where the developer enters into a development agreement with the City, requires the developer to install a host of required improvements. He said that this one is unique. In most cases the developer owns 100% of the land to be improved; however, in this case, there is some improved land adjoining that first 250’ stretch, so if they were to finance it, they would be looking for the City to play middle man and assess the benefitting costs to the private property owners on the north side of the street and then reimburse them for the costs that they wouldn’t already have. He said the Parchems have submitted a petition to the City requesting the City to make the public improvements and then assess the benefitting property owners accordingly. Plautz questioned approximate cost, Pinion estimated \$160,000. Kolb expressed concern raising the debt capacity. Pinion said regardless of the funding source it will count against the debt capacity. Plautz moved to recommend consideration of petition for public street and utility improvements on the unimproved Canepa Street right-of-way for a future subdivision at the west end of Canepa Street. Kolb seconded the motion. Motion carried unanimously.
- e. Review list of Prospective Capital Projects for 2020 – Pinion presented background. Wedekind questioned Fire radio replacements, Stieve gave detailed explanation. Plautz questioned Schauf on mobile data computers and portable radios. Schauf gave detailed explanation. He said that the cost of the radios now are \$3,000/radio, and trying to stay ahead of the

need by buying three per year. Annual street projects was then discussed. A lengthy discussion took place regarding the possibility of a premier resort tax. It was moved by Kolb, seconded by Plautz to forward to Council for consideration with next week's Capital Plan discussion. Motion carried unanimously.

- f. Consider requesting the State Legislature to appropriate more money for local road improvements – Wedekind voiced his opinion and is against this, but believes that we need a wheel tax. Kolb moved, Plautz seconded to approve. Motion carried unanimously.
- g. Consider creation of a new Ordinance requiring gun shops to have a video surveillance system – Truman presented the draft ordinance to the Committee along with a memorandum summarizing the legal background on the issue. Schauf explained the PD's request for the ordinance as stemming from an incident involving the theft of a gun from a local gun store and the problems caused to the investigation by there not being video surveillance at the gun store. It was moved by Kolb, seconded by Plautz to forward to the Council with a positive recommendation. Motion carried unanimously.
- h. Review and recommendation to renew an Agreement with Waste Management for Refuse and Recycling disposal at their Lake Delton Transfer Station – Pinion said the current agreement is from 2010. He said it was a three-year agreement that would automatically renew each year with a maximum increase of 3%. He said that it has not been 3% each year, solid waste has been consistent; however, recycling Waste Management has not increased the price in the past four years. He said recycling rate is at \$97.94/ton, if they had increased the price by 3% per year, we would be at approximately \$108.00. He said what they are proposing with the new contract because the demand for recycling is diminishing, as well as the price that they are being compensated for those items, they would like to see us start at a cost of \$120.00, which is a 20% increase over the current. He said that on the recycling side of pure disposal the City is doing well, because we get a rebate from what they actually sell that is not reflected in the base price and then we get the recycling grant. He said that instead of a 3% increase, Waste Management wants to tie it to the mythical consumer price indexing for urban consumers for water, sewer, and trash collection. He said when he looked at this over the last 12 months it averaged about ½ per month, 6% per year. Pinion feels that there is room to negotiate. He said that the location is convenient for the City; however, citizens need to be re-educated because there have been changes made in the nature of recyclable goods being accepted. He said that in exchange for re-educating the public, they would provide adhesive stickers to be placed directly on carts. He said that it is up to the discretion of Waste Management; if there is more than 10% garbage in the recycling they will reject the load and charge \$70.00/ton as garbage. Gilman said that the flyer would be in the Newsletter being printed in September. Pinion said that updating the entire refuse ordinance with be forthcoming to the Committee with suggested changes. It was moved by Kolb, seconded by Plautz to recommend continued negotiations with Waste Management for Refuse and Recycling disposal and forward to Council for final approval. Motion carried unanimously.
- i. Review and recommendation to approve an Amendment to the 2019 Budget to cover the cost of the pending 2019 Street Improvement Projects – Pinion presented the background for the requested amendment. It was moved by Kolb, seconded by Plautz to approve the amendment to the 2019 Budget as requested. Motion carried unanimously.

Informational Items

- a. Discuss possible amendment to Section 13.24 Normal Domestic Strength sewage to add to .5 part per billion (ppb) limit for mercury – Peterson presented background. This amendment would assist the City in applying a waiver on the 1.3 ppb for a minimization study. This would help passing it through the EPA.
- b. Discuss Milwaukee PD's request for staff t next year's DNC – Schauf said that he received a request from the City of Milwaukee Police Department requesting officer and equipment support for the Democratic National Convention from July 10-17, 2020. He said that hours, wages, etc., would be totally reimbursed. Schauf said that he would have to find out exactly what resources they are looking for.
- c. Discuss traffic calming options on Washington Avenue between 2nd and Water Streets - Schauf said that based on the department's participation with the Bureau of Transportation and Safety program, they are now in a pool for a grant for equipment. The grant will be for 2020, for \$2500, and it has to be used for equipment that are not budgetary items. He said this grant could be used for more permanent solar-powered speed boards.
- d. Aldersperson Training: Council Handbook (Time permitting) – After reports, Attorney Truman provided training to Committee on the Council Handbook.

Reports

- a. Utility Superintendent's Report – Peterson presented four projects for 2020 budget. He indicated that Rob Klein and Wendy Hanley would be retiring in 2020. Sanitary sewer budget will go to Baker Tilly for calculating sewer rates for 2020. He said that there are nine lead services to be replaced.
- b. Street Superintendent's Report – Gilman presented his monthly report. He said there were three alley disassembled. Gasser will be paving Sumac on Monday.
- c. Police Chief's Report – Schauf said that Eric Oakeson has been promoted to detective. He said that he is working with the City Attorney and school to continue the work on the truancy problems.
- d. Fire Chief's Report – Stieve stated that the department received a resignation effective August 12, time constraints and loss of passion for the job are the reasons given. Mark Willer presented the results of the open house. He said they received seven potential candidates show up and an additional three or four that said that they could not make it, but were interested. Stieve said that there would be a hiring process the first week in September. He said that academy classes are happening again this year. He said that final details are being worked out the Delton Fire Department on the Auto Aid Agreement. Stieve introduced Megan Krautkramer, Building Inspector/Fire Inspector/Paid-per-Call Firefighter to the Committee.

AJOURNMENT – It was moved by Kolb, seconded by Plautz to adjourn at 3:02 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

Minutes of Plan Commission Meeting August 20, 2019

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, Jim O’Neill, and Tom Kolb. Pat Liston and Dee Marshall were absent.

Also in attendance were Tom Pinion, Ed Geick, Emily Truman, Oleg Boukhankov, Anna Pulling, Karla & Josh Reinhardt, Ben Oestrich, Tom Greve, Dave Parchem, Jamie Phephles,

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 Kolb, seconded by Franzen to approve the minutes of the July 16, 2019 meeting. Motion carried unanimously.

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

Public Hearings:

- a. Public Hearing to consider a request of Dennis Hahn, d/b/a Good Karma Ltd. For a Conditional Use Permit to convert the existing two-unit condominium to two side-by-side single-family residential dwellings in an R-1A Single-Family Residential zoning district, located at 511/513 10th Avenue, City of Baraboo, Wisconsin - There being no speakers, the hearing was declared closed.
- b. Public Hearing to consider a request by St. John’s Lutheran Church for a Conditional Use Permit for an electronic variable message sign at St. John’s Lutheran School at 515 5th Street, in an R-1A Single-Family Residential zoning district, City of Baraboo, Sauk County, Wisconsin – There being no speakers, the hearing was declared closed.

New Business

- a. **Request for Conditional Use Permit to convert the existing two-unit condominium at 511/513 10th Avenue to two-side-by-side single-family attached residential dwellings in an R-1A Single-Family Residential zoning district, by Good Karma Ltd.** – Tom Greve, Grothman Associates introduced himself to the Commission. Pinion presented the background for this request. He said that this is the third and final condominium conversion. It was moved by Kolb, seconded by Franzen to approve the conditional use request as presented. On roll call vote for the motion, Ayes – Wedekind, Thurow, Franzen, O’Neill, and Kolb. Nay – 0, motion carried 5-0.
- b. **Review and approve a two lot Certified Survey Map for side-by-side single-family attached residential dwellings at 511/513 10th Avenue, in a R-1A Single-Family Residential zoning district, by Good Karma Ltd.** – Pinion presented the CSM to the Commission. It was moved by Franzen, seconded by O’Neill to approve the CSM as presented. On roll call vote for the motion, Ayes – Thurow, Franzen, O’Neill, Kolb, and Wedekind. Nay – 0, motion carried 5 – 0.
- c. **Request for Conditional Use Permit for an Electric Variable Message Sign at St. John’s Lutheran School at 515 5th Street, in an R-1A Single-Family Residential zoning district, by St. John’s Lutheran Church** – David Parchem, representing St. John’s introduced himself to the Commission. Pinion presented the background regarding the request to the Commission. Kolb stated that the variable message sign approved for the Church of Nazarene had conditions such that it had to be off by 10:00 p.m., 30 seconds between messages, and no graphics. He felt that this request should follow the same conditions. The amount of illumination was questioned. Bill Rupp of LaCrosse Signs introduced himself to the Commission and gave details of the existing sign illumination. Rupp then gave details of the requested sign and how it could be programmed. Franzen questioned the size of the proposed sign. David Parchem said that this sign is the second design and is smaller than the first. He said that he feels that it fits the area well given the size of the building and less intrusion than on the corner of 5th and Elizabeth. Franzen said that making the sign a little shorter and due to the limited parking in front of the school, he feels that the sign would still be very visible. Parchem said that the proximity of the sign and the knoll in the road gives the sign very good visibility from both intersections as approaching from a distance. He said he would like to keep the sign the size that is being proposed if possible. It was stated that the proposed sign is within the parameters of the code. O’Neill agrees that sign seems too big and would like to see something less intrusive. Kolb moved to allow the variable message sign, providing that it is not on before 5:30 a.m., off by 10:00 p.m., there is at least 30 seconds between message change, and no graphics. Thurow seconded the motion. On roll call vote for the motion, Ayes – Kolb, Wedekind, and Thurow. Nay – Franzen, and O’Neill, motion carried 3-2.
- d. **Request to Rezone Lots 5 & 6, Block 1, Peck’s Addition to the City of Baraboo, located at 302 8th Street on the southeast corner of 8th and East Streets, from NRO-Neighborhood Residential/Office to B-2 Neighborhood Business or B-3 highway Oriented Business to allow the property to be used for the sale of automobiles by Oleg Boukhankov, d/b/a Absolute Auto Repair and Sales, LLC** – Anna Pulling, Absolute Auto introduced herself to the Commission. Pinion said that this property is currently The Red Shed and Wild Apples. The property is currently zoned NRO, Neighborhood Residential Office, with limited permitted and conditional uses, and neither of those listed contain automobile sales as a permitted or a conditional

use. He said that the applicants have an acceptable offer to purchase contingent upon zoning. The applicants are here to request it to be rezoned to a zoning classification that will allow the sale of automobiles. O'Neill said he would not want an automobile business in a central residential district, he feels it would be incompatible. Franzen agrees with O'Neill. Kolb also agrees, he doesn't feel that B-2 or B-3 would be compatible in this area. Pulling asked if it were possible to change the zoning with conditions. Kolb said that he would be opposed no matter what. Pulling asked for specific concerns. O'Neill said that he wants to preserve the residential character of the neighborhood and not turn it into commercial district. Pulling felt that there is a business know. O'Neill said that the business has been there for years and he does not want to see another one. Pinion said that the existing business is a legal non-conforming, and still exists because it was grandfathered in. Pulling feels that it is unfair to the owners that want to sell the property. O'Neill said that someone to build a residential home on the site. Franzen said that he would be opposed to any business, unless an owner-occupied office, such as insurance. Pulling asked if she lived there, could she sell cars. Franzen said that it states office; therefore, it would not be allowed. Wedekind would not be interested in anything other than residential. Pulling said that this intersection is very busy for residential, and is the reason she feels a business would be a good fit, with only approximately 15 cars on the lot and they would make it look nice. Franzen said that it is not always the first person that comes onto a property, but people that come after. Jamie Phephles, ReMax, listing agent for the owner said he respects the Commission's decision if they don't want to make for this particular purpose; however, the owner of the property, as you know, gives her very limited possibility to sell this property. He said no one is going to purchase this property and keep it as a floral shop. Even a car lot that will be nice and appealing would be much improved upon what is currently there. Kolb did not agree. Phephles questioned is the owner could apply for some type of zoning other than what is currently is zoned at now that would allow the use of another potential business. Attorney Truman said that this is outside of the scope of what is being discussed today and she suggested that if Phephles had questions about things that are not on the agenda he could come in a speak with the Zoning Administrator. It was moved by Kolb to deny the proposed zoning change and forward a negative recommendation to Council. The requests dies for lack of second.

- e. Consideration of a Request by Karla and Josh Reinhardt, LC to review a combined GDP/SIP in accordance with Steps 3 & 4 of the Planned Development process to convert the existing office building, located at 1208 9th Street in a B-3 Highway Oriented Business zoning district, to a Family Day Care Center – Karla Reinhardt introduced herself to the Commission. Pinion said that the Reinhardt's currently operate a family daycare center on 3rd Avenue and they are looking for a place to continue the business away from their home. He said that this property is the former home of D&S Dental and has been vacant for 4 or 5 years. He said the Reinhardt's have purchased the property and the State's Licensing Agent look at the building, the property meets the minimum requirements for a family daycare center. Ms. Reinhardt presented her background in the daycare business to the Commission. It was moved by Kolb, seconded by O'Neill to approve a combined GDP/SIP in accordance with Steps 3 & 4 of the Planned Development process to convert the existing office building located at 1208 9th Street in a B-3 Highway Oriented Business zoning district to a Family Day Care Center as requested. On roll call vote for the motion, Ayes – O'Neill, Kolb, Wedekind, Thurow, and Franzen. Nay – 0. Motion carried 5-0.

Adjournment - It was moved by O'Neill, seconded by Kolb to adjourn at 5:49 p.m. The motion carried unanimously.

Phil Wedekind, Mayor Designee

Members Present: S. Fay, B. Stelling, T. Wickus, H. Kierzek, S. Byberg, T. Sloan

Members Absent: N. Marklein Bacher, S. Bruncker

Others Noticed: Ed Geick

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

Meeting Minutes:

Moved by Byberg, seconded by Kierzek and unanimously carried to approve the minutes of June 19, 2019.

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

Reports of Officers and Committies

President:

- Budget work due next month
- Discussion of Committee membership
- Consider new projects in BID

Appearance:

- Watering being done now. Original company pulled out of contract. Willy Deppe is doing watering. Gatehouse did summer planters. She is working on fall planters. Jim's Greenhouse will do planters in 2020.
- Regular garland company pulled out. Lacey and Bekah trying to work with Boy Scouts.

Finance:

- \$202 from Farmers Market

Parking:

- Sarah is trying to locate someone to do weeds

Promotions:

- Most of budget is spent

Branding:

- Subcommittees are being created to work on this

New Business:

- Vouchers:

| | | |
|--------------------|----|----------------|
| Capitol Newspapers | \$ | 1305.00 |
| Next Level | | 180.00 |
| Minuteman Press | | 219.53 |
| Gatehouse Gardens | | <u>1880.00</u> |

TOTAL: \$ 3584.53

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

- **Social Media** – Sarah has done a draft page
- **Mural at Civic Center lot** – Maybe a high school project – Consider a veterans tie in
- **Burn Development for video production** – Moved by Stelling, seconded by Wickus to move \$1,000 from Business Development to Promotions.

Correspondence & Announcements:

1. **Next Meeting:** Wednesday, September 18, 2019 at 5:45pm, Committee Room #205.

Adjournment: Moved by Wickus, seconded by Byberg to adjourn at approximately 6:20 p.m.