

**AGENDA**  
**CITY OF BARABOO COMMON COUNCIL**  
**Council Chambers, 101 South Blvd., Baraboo, Wisconsin**  
**Tuesday, September 25, 2018, 7:00 P.M.**

Regular meeting of the Common Council, Mayor Palm presiding.

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

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

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

**CALL TO ORDER**

**ROLL CALL AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF PREVIOUS MINUTES** - (Voice Vote): September 11, 2018

**APPROVAL OF AGENDA** (Voice vote):

**COMPLIANCE WITH OPEN MEETING LAW NOTED**

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

**MAYOR'S COMMENTS** –

**CONSENT AGENDA** (roll call)

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

**NEW BUSINESS RESOLUTIONS**

NBR-1...Consider Tavern Operator License Appeal for Jami Olson.

NBR-2...Approve the submission of a 2018 Wisconsin DNR Urban Forestry Grant in the amount of \$7,500 for the construction of a gravel bed at the Attridge Park Community Gardens.

NBR-3...Approve the 2019 Park, Recreation and Forestry Department Fees and Charges.

NBR-4...Approve the 2019 Park, Recreation and Forestry Department Seasonal Wage Rates.

NBR-5...Approve the 2019 Boys and Girls Club lease of the Civic Center.

NBR-6...Approve the 2019 Baraboo Senior Center lease of the Civic Center.

NBR-7...Approve the 2018-2019 South Central Cyclones Hockey lease of the Pierce Park Pavilion.

NBR-8...Approve the purchase of a 2018 Ford Explorer squad car from Kayser Ford in Madison for \$29,400.

NBR-9...Approve the vacation of that portion of the unimproved right-of-way of Crestview Drive (formerly Lorna Drive) lying north of 2<sup>nd</sup> Street between Lot 8 of Rehbein's Addition and Outlot 1 of Certified Survey Map No. 4973.

NBR-10...Approve allowing property owners of a dangerous tree located at 415 6<sup>th</sup> Avenue and 712 Center Street the option of deferring payment to the City for the City’s costs associated with the removal of the tree.

**ORDINANCES ON 2<sup>ND</sup> READING**

SRO-1...Amend §17.18(4)(a) and the Zoning District Map rezoning tax parcel 206-1096-00000 from R-1A Single-Family Residential to NRO Neighborhood Business/Office District.

**NEW BUSINESS ORDINANCES**

NBO-1...Consider amending ordinance regarding fencing requirements for private swimming pools.

NBO-2...Revise parking to include no parking on Draper Street at Jack Young Middle School

**OTHER ACTIONABLE ITEMS:**

**MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS**

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

**Minutes from the Following Meetings -**

**Copies of these meeting minutes are included in your packet:**

Finance/Personnel	09-11-18	Special Meeting BEDC/CDA/Council	01-29-18
Administrative	09-12-18	Plan	08-21-18
BID Promotions	09-18-18	BID Appearances	03-13-18, 09-17-18
BID Parking Lot	09-13-18	Zoning Ad-Hoc	08-22-18

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

Park & Recreation	08-13-18	Library	08-14-18, 08-21-18
UW Campus Comm.	08-16-18	PFC	08-20-18
Friends of the Library	08-14-18		

**Petitions and Correspondence Being Referred:**

**INFORMATION**

**ADJOURNMENT** (Voice Vote)

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at [www.cityofbaraboo.com](http://www.cityofbaraboo.com).

## September 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>
	Public Safety	Finance Council	Ambulance	Emergency Mgmt. Public Arts		
<b>30</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

## OCTOBER 2018

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

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

Agenda jointly prepared by D. Munz and B. Zeman  
Agenda posted on 09/21/2018

**Council Chambers, Municipal Building, Baraboo, Wisconsin  
Tuesday, September 11, 2018 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

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

Council Members Absent: Ellington

Others Present: Adm. Geick, Attny. Truman, Chief Schauf, Clerk Zeman, K. Stieve, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Alt and carried to approve the minutes of August 28, 2018.

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

**Compliance with the Open Meeting Law was noted.**

**PUBLIC HEARING** – The Mayor announced that this is the published date and time to hear public comment concerning the request to rezone the 2-acre parcel on the east side of Vine street in the NE1/4 of the SE1/4 of section 2, T11N, R6E, located at 729 Vine Street, from R-1A Single Family Residential to NRO Neighborhood Residential Office classification.

The Mayor noted that Rabekah Hargraves is in favor of the rezone but she did not wish to speak at this time.

No one spoke and the Mayor closed the Public Hearing.

**PRESENTATION** – The Mayor presented the Baraboo GEM Award to Matt & Rachelle Fearson and read a Flood Response Proclamation. Kevin Stieve, Director of Emergency Management accepted the proclamation and gave a recap of the recent flood happenings.

**PUBLIC INVITED TO SPEAK** – Janet Wiegel, outreach specialist for the Alzheimer's & Dementia Alliance of Wisconsin, gave an update regarding the City of Baraboo and our status of becoming a Dementia Friendly Community.

**MAYOR'S COMMENTS:**

The Mayor congratulated the following employees on their anniversaries with the City of Baraboo:

- Kris Jackson, Public Works/Engineering Secretary – 25 years
- Gail Johnson, Library – 10 years
- John VanHoosen, Civic Center – 10 years
- Bryan Schwarz, Water Utility – 10 years
- Nathan Lund, Police Dept. – 10 years
- Jeff Nachtigal, Public Works – 5 years

**CONSENT AGENDA**

**Resolution No. 18-68**

THAT the Accounts Payable, in the amount of \$361,219.94 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

**Resolution No. 18-69**

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 2019 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 19, 2018.

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

**2<sup>ND</sup> READING ORDINANCES**

Moved by Wedekind, seconded by Sloan and carried unanimously to approve the 2<sup>nd</sup> reading of **Ordinance No. 2499** amending §17.18(4)(a) and the Zoning District Map rezoning tax parcel 206-1152-90000 from MH-P Manufactured Homes-Park District to a B-3 Highway Oriented Business District.

Moved by Petty, seconded by Kolb and carried unanimously to approve the 2<sup>nd</sup> reading of **Ordinance No. 2500** revising §7.02(2)(b)2, the Official Traffic Map, to provide for no parking on portions of Walnut Street, Moore Street, and Summit Street.

**NEW BUSINESS**

**Ordinances:**

Moved by Petty, seconded by Sloan and carried unanimously to approve the 1<sup>st</sup> reading of **Ordinance No. 2501** amending §17.18(4)(a) and the Zoning District Map rezoning tax parcel 206-1096-00000 from R-1A Single-Family Residential to NRO Neighborhood Business/Office district.

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

1. Section 17.18(4)(a), Ordinances is hereby revised to reflect the following changes: Tax Parcel 206-1096-00000, the following described 2-0-acre parcel located at 729 Vine Street, from its current R-1A Single-Family Residential zoning classification to an NRO Neighborhood Residential/Office zoning classification:.

*A part of the NE ¼ of the SE ¼ of Section 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin described as follows:*

*The northerly 266 feet of the NE ¼ of the SE ¼ Section 2, T11N, R6E west of Parkway (formerly STH 123) and east of Vine Street.*

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

**OTHER ACTIONABLE ITEMS:** None.

**MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS**

Ald. Plautz noted that Samaritan's Purse is in town and headquartered out of Walnut Hill Bible Church on East Street. They are currently looking for volunteers. Anyone wishing to help should call Walnut Hill Bible Church and anyone looking to give money donations should contact local area charities or foundations.

Ald. Wedekind noted that they would be taking down the flags around the square tomorrow night.

**REPORTS and MINUTES**

The City officially acknowledges receipt and distribution of the following:

**Minutes from the Following Meetings -**

**Finance/Personnel Committee – Dennis Thurow Committee Rm #205**

**August 14, 2018**

**Members Present:** Petty, Sloan, Thurow

**Absent:**

**Others Present:** Mayor Palm, E. Geick, E. Truman, C. Haggard, B. Zeman, K. Stieve, P. Cannon, L. Laux, T. Pinion

**Call Meeting to Order** – Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law.

Moved by Thurow, seconded by Sloan to approve the minutes of July 24, 2018. Motion carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

**Action Items**

- a) **Accounts Payable** – Moved by Sloan, seconded by Thurow to recommend to Council approval of the accounts payable for **\$824,831.82**. Motion carried unanimously.
- b) **WI Dept. of Administration CDBG (Community Development Block Grant) – RLF (Revolving Loan Fund) Close Program** – CDA Director Pat Cannon explained that compliance under the current program is very complex and that the Department of Administration (DOA) estimates that there is \$100 million dollars in this program across the state. They also estimate that between 50-60% of these funds are sitting in the bank as cash and are not being used as the program was designed for, a revolving loan. In order to try and recirculate the money, HUD recommended that the DOA submit an application to close out the CDBG-RLF program. Under the program they are giving us 2 options: 1) We package up the loans and hand it all back over to the State or 2) When the application is approved, we pick a date within a 2 year period to send them a check for the value of our outstanding loans plus our cash returning all of the money. Once we turn the money over to the State, we then have ownership of the loans as they come back in payments to us. The loan revenues over the life of the loan become de-federalized and come back to the City for however we wish to use those funds. Pat is estimating we have about \$750,000 in this program right now. What the DOA plans to do with the returned funds is to place them in a trust account for each municipality that returns the funds. The City can then put in for a CDBG eligible project on a non-competitive basis and receive our money back. We can also put in for a competitive basis CDBG loan and use our money as a match – these usually require a one to one match. The DOA has submitted their application and HUD has 45 days to accept, reject, or ask for additional information. The DOA is looking at starting this October 1, 2018 unless it is not approved by then. If it's approved after this date, it would start whatever the approval date is. Ald. Sloan confirmed that if we send the money back to the state, we then become the owner of the loan payments but we can borrow the money back from the state. P. Cannon advised the Committee that this would be grant money. Ald. Sloan questioned the income stream and if this would be General Funds and P. Cannon noted that this would be up to the governing body to make this determination. The CDA's recommendation is that we start our own Revolving Loan Fund and put our own requirements on the process. At this time, there are a lot of internal decisions that need to be made. Moved by Sloan, seconded by Thurow and carried unanimously to post pone until we have additional information.
- c) **Long Term Revenue Forecast, Capital Planning, and Wage Projections** – Adm. Geick presented a revised Capital Improvement Plan based on the current goals for the City of Baraboo. Significant changes to the plan include: The Fire/EMS project has been pushed to the top and is currently scheduled in 3 phases, the UW Theatre Project has been revised to setting aside \$50,000 per year for the next few years, and the library has moved to 2028 for the actual building.

Ald. Sloan would like to see the Library funding reduced to \$5,000,000 and has requested that we get an opinion from Ehler's or Moody's as to what borrowing this money, whether it be for the fire station or the library, will do to our bond rating. This was presented as informational only, no action was taken at this time.

#### **Informational Items - City Attorney's report on insurance claims**

- One claim is pending settlement right now in the amount of \$485.30. This is for a claim made for some damaged plumbing. Atty. Truman determined that it was in the best interest of the City to settle this claim.
- One other pending claim that Atty. Truman prefers to not speak on at this time, she is currently waiting for some additional information.
- One claim was filed today however it appears to be incomplete.

#### **Committee Comments**

Ald. Petty would like on the next agenda to look at Elected Officials compensation.

**Adjournment** – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:38pm.

#### **Minutes of Plan Commission Meeting**

**July 17, 2018**

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

**Roll Call** – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O'Neill, Tom Kolb, and Kate Fitzwilliams.

Also in attendance were Mayor Palm, Administrator Geick, Tom Pinion, Anita LaCoursiere, Ruanne Schoonover, Jane and Greg Hammel, Carol Bassett, Tim Cummings, William McDonough, Greg Held, and Al Mueller.

#### **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 O'Neill, seconded by Liston to approve the minutes of the June 19, 2018 meeting. Motion carried unanimously.

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

#### **Public Hearing**

- a. Public Hearing to consider the request of Wisconsin Power & Light (Owner) and American Transmission Company (Applicant) for a Conditional Use Permit to allow the expansion of the existing substation and the construction of a new self-contained control house in a B-1 Central Business zoning district, located at their Lynn Street substation on the south side of the Baraboo River between Vine and Walnut Streets, 125 Vine Street, City of Baraboo – There being no speakers, the hearing was declared closed.
- b. Public Hearing to Consider the request of Linda Porter and Ruanne Schoonover for a Conditional Use Permit to convert the existing two-unit condominium to two Side-by-Side single-family residential dwellings in a R-1A Single-Family Residential zoning district, located at 421/423 10<sup>th</sup> Avenue, City of Baraboo – There be no speakers, the hearing was declared closed.
- c. Public Hearing to Consider the request of Greg Hammel for a Conditional Use Permit to convert the existing two-unit residential dwelling on Lot 1 of Springbrook Hills to two side-by-side single-family residential dwellings in a R-1A Single-Family Residential zoning district, located at 1410/1412 Lake Street, City of Baraboo - There being no speakers, the hearing was declared closed.

#### **New Business**

- a. Consideration of Wisconsin Power & Light's (Owner) and American Transmission Company's (Applicant) request for a Conditional Use Permit to allow the expansion of the existing substation and the construction of a new self-contained control house in a B-1 Central Business zoning district, located at their Lynn Street substation on the south side of the Baraboo River between Vine and Walnut Streets, 125 Vine Street, City of Baraboo – Anita LaCoursiere, ATC addressed the Commission as the applicant for Wisconsin Power & Light's request. She said the substation is at the end of its lifecycle and needs be upgraded. Pinion asked if the footprint of the substation will be expanded, LaCoursiere answered in the affirmative. LaCoursiere presented the plans for the expansion, security, and fence plans. Kolb questioned the clearance needed for landscaping. LaCoursiere stated that normally they do not put landscaping at substations for security. Kolb said that his issue is that the City spent hundreds of thousands dollars to reclaim the land along the riverfront and has done a Riverfront Design Guidelines, which includes that area of the substation, and this plan is ugly. He was hoping that eventually that this entire substation could be moved to some other location. She said that she has worked with Pinion regarding the layout that was planned for the substation. Franzen said that there is a Riverwalk down to Vine Street, and the plan was to have that riverwalk go all the way to Walnut Street, and he doesn't see any plans that Power and Light is going to put in that riverwalk. LaCoursiere said that she does not believe that the topography at the river's edge would allow that. Franzen said that there is some room, but

not much. LaCoursiere said that she would leave this to Pinion because she has been working with him. She thought if a walkway and bike trail would be installed it would be on the sub property and then there would have to be retaining wall installed, if that were even possible. Franzen said that the City would have to get an easement, which they do not have now, but it was in the plan. LaCoursiere asked if this was on the north side or south, and it was stated that it was the plan to have on both sides. She said that she does not remember that being discussed, but that would be an issue. Kolb asked if surrounding property owners were contacted and LaCoursiere answered no because they are expanding on their property; however, Pinion stated that surrounding properties within 200 feet were notified regarding the public hearing. Mayor Palm stated that the substation along the beltline coming into Madison has a fence, but it is fielded and has mesh going through it to diminish the view to the inside. Liston said that he feels that there are things that can be done to the substation to make it fit better into the community. It was stated that the City has been interested in moving this substation since 2006-2007. LaCoursiere said that the work being done on the substation is on WP&L land, ATC are the people that are upgrading and replacing their facilities, and that is because there are two or three separate lines that come in and they have to service those, and with sensitive customers, they can't have outages. The Commission feels that there is some way to dress it up. LaCoursiere said that they are not the owners, they are just replacing a fence, and ATC standards state that when a fence is replaced, it has to be with a no cut, no climb fence. O'Neill asked if the no cut, no climb fence could be made to be less conspicuous. LaCoursiere said that there is a vinyl that be woven in, which could be considered as an option. It was asked if the fence that is existing could be dressed up also, and it was stated that the fence belongs to WP&L, and they would have to agree to it, and there would be a cost. Kolb asked if it would be unreasonable to postpone this request until next month to allow the City to investigate some of the issues. Pinion said that he believed under City Ordinances, the Commission has 30 days to decide on Conditional Use permits, and the next meeting would be more than 30 days. Kolb then asked if the Commission could hold a special meeting because he feels that these are significant issues. Pinion answered in the affirmative and stated that it the nature of the conditional use, what triggers the need for that is the addition to the building. He said that the existing substation is a permitted, conforming use, and anytime that changes, or there is a new use, it is the subject of the conditional use. He said if the City wanted to negotiate with the property owner to improve the appearance, he is not sure that is part of this conditional use permit proceeding, and he would have to defer to the City Attorney's advice on that. Geick said that he did speak with Attorney Truman, and the City can place conditions on landscaping and other things around this facility within the new State law requirements, especially because the City did go through the process of creating the plans that we have right now. He said that those plans were given to ATC and to Alliant. He feels that the Commission can have a meeting within the next 30 days and have some time to work out the details. Kolb moved to postpone the request and the Plan Commission meet within the next 30 days so that the Commission can look at some of the other issues. O'Neill seconded the motion. On roll call vote for the motion, Ayes – Thurow, Franzen, Liston, O'Neill, Kolb, Fitzwilliams, and Wedekind. Nay – 0, motion carried 7-0.

- b. Consideration of Linda Porter and Ruannae Schoonover 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 421/423 10<sup>th</sup> Avenue, City of Baraboo – Pinion said that this request is something that the Commission routinely considered in the past. He said that this particular Condominium was considered in 2007 for the same reason, the Commission recommended approval; however, when it came time to file the appropriate documents, because it is a Condominium Association, there has to be a document dissolving the Condo Association. He said that when it was submitted to the County Property Lister it was rejected because the Condo Association was still intact. Therefore, since the Conditional Use Permit was not fulfilled within 12 months it becomes void. Pinion said that Schoonover and her neighbor have requested to repeat history and dissolve the condominium association, create the two side-by-side attached dwellings per the CUP; the CSM is included in the packet as well as the covenants that were prepared by the attorney at that time. Pinion said that those two components comply with the City's CUP requirements. He said that the City would have to see documentation of the Condominium dissolution before any of the documents could be recorded. It was stated that Schoonover found the document entitled Declaration of Removal from Condominium Ownership by 10<sup>th</sup> Avenue. Pinion said that the document has not been recorded, but all the pieces are in place. It was moved by Liston to approve the Conditional Use Permit as requested, conditioned upon the Declaration of Condominium dissolution be recorded. Fitzwilliams seconded the motion. On roll call vote for the motion, Ayes – Thurow, Franzen, Liston, O'Neill, Kolb, Fitzwilliams, and Wedekind. Nay – 0, motion carried 7-0.
- c. Review and approve a two-lot Certified Survey Map to convert the two-unit 10<sup>th</sup> Avenue Condominium No. 1 to side-by-side single-family residential attached dwellings at 421/423 10<sup>th</sup> Avenue – It was moved Liston, seconded by Kolb to approve the CSM as presented. On roll call vote for the motion, Ayes – Franzen, Liston, O'Neill, Kolb, Fitzwilliams, Wedekind, and Thurow. Nay-0, motion carried 7-0.
- d. Consideration of Greg Hammel's request for a Conditional Use Permit to convert the existing two-unit residential dwelling on Lot 1 of Springbrook Hills to two side-by-side single-family residential dwellings in an R-1A Single-Family Residential zoning district, located at 1410/1412 Lake Street, City of Baraboo – Greg Hammel addressed the Commission. Pinion said that this is a traditional two-unit duplex and not a Condo Associations. He said that Hammel has an attorney working on the covenants; therefore, there is no draft included, but the City typically will not sign the CSM in the absence of those documents. It was moved by Liston, seconded by O'Neill to approve the CUP as requested. On roll call vote for the motion, Ayes – Liston, O'Neill, Kolb, Fitzwilliams, Wedekind, Thurow, and Franzen. Nay – 0, motion carried 7-0.
- e. Review and approve a two-lot Certified Survey Map to convert the existing two-unit residential dwelling on Lot 10 in Springbrook Hill Subdivision to side-by-side single-family residential attached dwellings at 1410/1412 Lake Street – It was moved by O'Neill, seconded by Franzen to approve the CSM as presented. On roll call vote for the motion, Ayes – O'Neill, Kolb, Fitzwilliams, Wedekind, Thurow, Franzen, and Liston. Nay – 0, motion carried 7-0.

- f. Consideration of Request to vacate Outlot 4 of the First Addition to Pleasant View Subdivision – a 20-foot side unimproved pedestrian path right-of-way on the east side of Manassas Drive between Lots 25 and 26 of the First Addition to Pleasant View Subdivision – Carol Bassett introduced herself to the Commission. Pinion said that Bassett contacted him, she is the owner closest on the north side of the outlot. He said that she has an existing deck that is only a few steps off the ground going into a side entrance. He said that she would like to expand that to make it easier going in and out; however, the City's rules are that it cannot be closer than 6-feet from the lot line. Therefore, to Bassett's amazement, there is 32 feet between her deck and her neighbor's to the south deck and neither were aware that there was 20-foot reserved right-of-way for a pedestrian path. Bassett and her neighbor have submitted a petition asking for this to be vacated. Pinion gave the background of the entire Pleasant view Subdivision, from preliminary to existing. Liston asked if the City owned the property. Pinion stated that it is Outlot 4, which was dedicated as part of the Final Plat to the City. Pinion then gave the background of ownership of parcels. Pinion said that if the Commission favorably reviews this petition, there will be a public hearing, notice published, and then the Council will consider a resolution to formally vacate that right-of-way. It was moved by Liston to move this to Council with a positive recommendation. Kolb seconded. Franzen questioned ownership after vacation. Pinion said that anytime a right-of-way is vacated, it is split down the middle and half goes to each property owner at no cost. On roll call vote for the motion, Ayes – Kolb, Fitzwilliams, Wedekind, Thurow, Franzen, Liston, and O'Neill. Nay – 0, motion carried 7-0,
- g. Consideration of a Request from Bruce Braithwaite to rezone the 5.3-acre parcel on the north side of South Blvd. in the SE¼ of the NW¼ of Section 3, T11N, R6E, located at 1420 South Blvd. and formerly occupied by the Honey Boy Mobile Home Park, from MH-P, Mobile Home Park to a B-3, Highway Oriented Business zoning classification by Bruce Braithwaite – Pinion said that Bruce Braithwaite told him that something came up and he would be unable to attend the meeting. He said that the property is listed with a realtor and has been discussed at the staff level. He said that if the owner had not initiated this, rezoning could only happen under two instances, the property owner petitions, or the City undertakes the action. Pinion said that everything to and south and east is zoned B-3, and I-4 to the west; therefore, Braithwaite showed some interest in zoning it to a Highway Oriented Business, which is a little less permissive, it's more commercial than I-4 allows industrial uses as well. Pinion feels that this is consistent with the City's Comprehensive Plan and a very appropriate request given the fact that the park is closed and listed for sale. Liston feels that there are more issues other than rezoning, because it is such a mess. He said that he would like to hear something from Braithwaite such as when the rest of the trailers will be out of there, and what he is going to do to clean up the property. It was the consensus of the Commission to take no action due to the absence of the representative, and will be placed on the next meeting agenda.
- h. Consideration of a Request by Capitol Housing III, LLC to review the SIP in accordance with Step 4 of the Planned Development process to construct a 70-unit multi-family residential complex, located at 325 Lynn Street, in a B-1 Central Business zoning district – Greg Held, Knothe Bruce Architects introduced himself to the Commission. Pinion gave the background for this project. Pinion said that final step in the planning development process is the specific implementation plan, which the Commission deferred action on that for additional detail. He said that the Developer's design team is here to provide additional detail of the building materials, color renderings, final site plan, and landscaping plan, which is what the Commission asked for. Kolb questioned the lighting. Pinion said that the site lighting was not included due to being technical pieces, and the stormwater management plan is being prepared, as well as the site lighting plan. He said that in the past the Commission has allowed those to be administratively reviewed and approved. Held gave the Commission a detailed presentation of the revised site plan. He said that they have gotten some better grades. He said that there was talk about cleaning up some of vegetation along the river; however, it sounds like this is going to be a separate permit obtained from the DNR, so it is not really addressed in the presentation. Pinion said that site has a surface feature for stormwater management, called a vial filtration facility. Although, that may lend itself to this site, due to the topography, it is his understanding that the developers are looking more into an underground system so that the green space is available to the tenants. Held then presented the color renderings, and materials being used on the building. Pinion stated that the name of the development will be River Ridge and feels that it is a very fitting name. It was moved by Liston, seconded by Franzen to approve the SIP as presented. On roll call vote for the motion, Ayes – Fitzwilliams, Wedekind, Thurow, Franzen, Liston, O'Neill, and Kolb. Nay – 0, motion carried 7-0.
- i. Discussion of Wisconsin Act 67 and its effect on local zoning authority – It was the wish of Liston that Attorney Truman was available for discussion. It was stated that she was at a Library Board meeting. Pinion stated that it describes that the City is pretty much handcuffed, so he is not sure how much flexibility the City has; however, Attorney Truman thinks that there is some. He said that the burden is on the City to defend the conditions that they might want to impose. Franzen asked if the City could pass new laws to make it easier to impose conditions. Pinion said that if the worst-case scenario was taken, it eliminates the City's ability to really regulate conditional uses. Pinion said something that was discussed conceptually it was allow the City to create a new special zoning district that has very specific uses and eliminates the ones that are not wanted, so the City is not obligated to approve them, but that would be a public hearing for changing the rezoning ordinance. He also said that there would probably be a lot of input from the public. He said that Mayor talked about starting an ADHOC committee to start reviewing some of those things. Alderman Kolb suggested that the City revisit design guidelines for that corridor, so it is not a 30-second solution, or a 30-day solution. Mayor Palm said that he has been thinking a lot about an ADHOC Committee and Chapter 17 has not been looked at for 12 years. He said what the legislation has done; it may provide an opportunity to look at the zoning ordinance to see if there are things that can be done to help ourselves.

**Adjournment** - It was moved by Liston, seconded by Kolb to adjourn at 6:28 p.m. The motion carried unanimously.

**BEDC, Business Walk Review Ad Hoc Committee**

**July 31, 2018**

**I. Call to Meeting to Order and Note Compliance with Open Meeting Law**

The meeting was called to order by Andrew Bingle at 5:48 PM in the Room 205 of the Baraboo Municipal Building, 101 South Blvd., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statues regarding open meetings.

**II. Roll Call**

Present: Bingle, Taylor  
Absent: Ayar, Cafilisch, White

Other: Patrick Cannon

Due to the lack of quorum, the meeting was not permitted to proceed.

**Baraboo Economic Development Commission**

**August 2, 2018**

**III. Call to Meeting to Order and Note Compliance with Open Meeting Law**

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

**IV. Roll Call**

Present: Bowers, Alt, Ayar, Bingle, Cafilisch, Palm, Platt-Gibson, Reppen, Taylor, Wastlund, White  
Absent: Umhoefer, Johnson  
Other: Ed Geick, Patrick Cannon

**V. Approve Agenda**

Motion to approve the agenda as presented  
Platt-Gibson (1); Alt (2)  
Aye: All via voice vote  
Nay: None

**VI. Approve Minutes**

Motion to approve the minutes as presented for June 7, 2018 as presented  
Cafilisch (1); Alt (2)  
Aye: All via voice vote  
Nay: None

**VII. Public Comment**

None

**VIII. Old Business**

**a. Updates on Development Activities**

Ed Geick reported on the following:

- 325 Lynn St. project has been approved and will require a Development Agreement
- The re-zoning request for the Trailer Park was postponed
- Sauk County is working on their housing initiative
- The Airport construction is underway

**b. Updates from Plan Commission and Council**

Mayor Palm spoke on the following items:

- Conditional Use Permit for auto repair business was denied by Plan Commission. After legal review, the City Council approved the CUP based upon changes in State law
- The City has formed a committee to review the current zoning ordinance
- Mayor is discussing the “dark store” situation with Jay Smith from Teel Manufacturing
- The City hosted a meeting regarding the closing of the addiction center by SSM.

**c. Update from economic development partners and collaborators**

- Mr. White indicated that the SCDC housing study should be completed within two weeks
- Mr. Bingle announced that ICF will be closed in 2019 due to construction. They are in the process of obtaining a pop-up shop during that time.
- Mayor Palm indicated that they City had a strategic planning session for future goals
- Mr. Taylor indicated that the Bank is doing well and indicated his support for the Children’s Museum
- Mr. Alt gave an update on the Eastside Corridor sub-committee. He indicated that DOT has been sent a copy of the document. He also indicated that a copy of the report will be distributed to the property owners along 8<sup>th</sup> Ave.
- Dr. Ayar updated the committee on the status of the merger at the campus. He felt it was moving along well.
- Mr. Reppen indicated that Servo is having a difficult time in filling positions.
- Ms. Wastlund indicated that indicated that the CDA has closed on the building with USDA and they are working on strategic planning for their activities
- Ms. Cafilisch updated on the following:
  - a. The parade was a success. The crowd was estimated to be between 25,000 to 30,000 people.
  - b. She also indicated that Discover Wisconsin is doing a show regarding the Baraboo area
  - c. The community branding effort is ongoing and should be completed soon
  - d. The Chamber has hosted two “lunch and learn” programs. They have been successful
  - e. The Chamber Visitor Center has been extremely busy and they have hired temporary staff to assist.

- Ms. Platt-Gibson gave a brief update on the hiring of a new Administrator. She added that two new Doctors will be starting in September.
- Mr. Bowers updated the committee on the construction in West Baraboo. He also updated the status of the canoe landing that was destroyed due to the heavy rains.
- Staff indicated that the Mayor and CDA Executive Director will be presenting at the League of Wisconsin Municipalities workshop in August. Updates were also given on the DOA CLOSE program and the Sauk County/LGI project.

**d. Consideration of development of a strategic plan for BEDC**

**i. Ad Hoc Committee on Eastside Corridor Study**

Mr. Alt had previously discussed the status of the project.

**ii. Ad Hoc Committee on Business Walk**

A meeting was scheduled but failed due to lack of quorum.

Mr. Bingle has drafted a cover letter to the participants outlining what has been completed based upon the program

**VII. New Business**  
None

**IX. Update Partner Presentation Schedule**  
Several suggestions were made regarding possible presenters.

**X. Commissioner and City Staff comments**  
The Mayor indicated that several publications have featured Baraboo in recent articles

**XI. Adjournment**  
Motion to adjourn the meeting was made at 6:37 pm.  
Taylor (1); White (2)  
Aye: All via voice vote  
Nay: None

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

CDA Exec. Comm. 08-25-17, 09-29-17, 11-07-17, 12-29-17, 01-02-18, 01-12-18,  
01-26-18, 02-23-18, 03-06-18, 03-23-18, 05-25-18

CDA Loan Review Comm. 11-07-17, 03-16-18, 06-05-18  
CDA Board 11-07-17, 03-20-18, 04-02-18, 05-07-18, 08-07-18  
CDA Finance 12-05-17

**PETITIONS, AND CORRESPONDENCE**  
**Petitions and Correspondence Being Referred -**

**INFORMATIONAL ITEMS**

**ADJOURNMENT**

Moved by Kolb, seconded by Sloan, and carried on voice vote, that the meeting adjourn at 7:40pm.

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Brenda Zeman, City Clerk

RESOLUTION NO. 2018 -

Dated: September 25, 2018

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent

Approved by Mayor: \_\_\_\_\_

Motion:

Certified by City Clerk: \_\_\_\_\_

Second:

The City of Baraboo, Wisconsin

**Background:** On September 4, 2018 Jami Olson applied to the City of Baraboo for a Tavern Operator License. On her application, Jami noted that she had been convicted of a Felony, Possession with intent to deliver, back in 2001. Because of this conviction, the application was denied by Police Chief Schauf, and the denial was affirmed by City Administrator Geick. Ms. Olson now appeals the decision.

Per City Code, appeals of a denial of an operator’s license must be reviewed for a recommendation to Council by the Administrative Committee prior to Council taking action. The Council must then choose to approve, approve with conditions or requirements, or deny the application. The Administrative Committee reviewed the application on Wednesday, September 12, 2018 and recommended the Common Council approve a conditional operator’s license.

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

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

**WHEREAS,** the Common Council has reviewed the reports and recommendations of Police Chief Schauf, City Administrator Geick and the City’s Administrative Committee regarding the September 4, 2018, Tavern Operator License application filed with the City by Jami Olson, and

**WHEREAS,** Jami Olson was notified to appear at the September 25, 2018, Council meeting and was given an opportunity to speak to the Council on her behalf regarding her appeal request.

**NOW, THEREFORE, BE IT RESOLVED,** that the Common Council (denys, approves, or approves with conditions) Jami Olson’s Tavern Operator License.

**Offered by:** Administrative Committee  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

**The City of Baraboo, Wisconsin**

**Background:** This resolution seeks the approval of allowing the City Forester to apply for a 2018 Wisconsin DNR Urban Forestry Grant for the purposes of constructing a gravel bed in 2019 at the Attridge Park Community Garden site.

Several area communities have constructed gravel beds recently and realized cost savings and better efficiency of tree planting in the community. The Parks, Recreation and Forestry Department feels that establishing a gravel bed in the community will do the same for Baraboo, and recommends pursuing available funding that will assist us in pursuing the project.

The gravel bed concept and request to pursue a DNR Urban Forestry Grant was recommended for approval at the September 10, 2018 Parks Commission meeting. As matching funds would be available through the Department's Park Segregated Account, no levy dollars are being requested.

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

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

THAT the City Forester submit an Urban Forestry grant for 2019 funding to the Wisconsin Department of Natural Resources on behalf of the City of Baraboo for the purposes of constructing a gravel bed in the Community Gardens at Attridge Park.

**Offered by:**

**Motion:**

**Second:**

**Attest:**

**Approved:** \_\_\_\_\_

\_\_\_\_\_

To: Finance Committee/City Council  
From: Mike Hardy, Parks and Recreation Director  
Date: September 25, 2018  
Re: DNR Forestry Grant Funding Resolution request

The Parks, Recreation and Forestry Department would like to request permission to apply for a Wisconsin Department of Natural Resources Urban Forestry grant in the amount of \$5,500. The money would be used to construct a gravel bed at Attridge Park Community Gardens in 2019. Total cost for the gravel beds would be \$11,000 with the remaining costs (matching funds) to come from the Parks Segregated Account (past forestry donations).

A gravel bed will provide more efficient and less expensive street tree planting for the community. Currently, we order trees from nurseries twice a year - spring and fall - which means we have to work around schedules from the nursery and pay for freight twice. In 2018, we added a summer order due to the additional trees that we removed to address the Emerald Ash Borer problems, but still maintain our 110% tree replacement rate which has earned us a Tree Growth Award the past 4 consecutive years from the National Arbor Day Foundation. This required us to pay for shipping trees 3 times in 2018.

A gravel bed works by allowing for smaller trees to be purchased at one time, thereby reducing cost of the tree (smaller tree) as well as shipping rates (smaller weight + one delivery each year instead of two). All trees to be planted in the year are ordered at one time. When the trees arrive, they are temporarily “planted” in gravel at the gravel bed site. Here they can grow until we are ready to plant them over the year. Their roots grow while in the gravel beds and are better adapted to surviving at their final site, and we have more flexibility of when to plant, making our staffing operations more efficient.

I will be writing and administering this grant myself as I have done for the other 3 Urban Forestry Grants we have received over the past 9 years, so there is no cost to the City to apply for this grant. As I am requesting matching funds of this project with existing Park Segregated Funds, there is no impact on the Levy. In fact, upon successful implementation of this project, future tree planting costs will decline slightly and response to community tree planting requests should improve greatly.

The deadline for applications for the Urban Forestry Grant cycle is October 1, 2018 for funding 2019 projects. A resolution is required for applications to be considered, and this request will be up for consideration at tonight’s Council meeting. The project was recently recommended for acceptance by the Parks and Recreation Commission and is up for consideration by the Finance Committee tonight as well. Thanks for your consideration of this request.

RESOLUTION NO. 2018 -

Dated: September 25, 2018

**The City of Baraboo, Wisconsin**

**Background:** This resolution seeks the approval of 2019 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 13, 2018 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 2019 Recommended Park and Recreation Program Fees be approved as presented for consideration by the Parks and Recreation Commission.

Offered by:

Motion:

Second:

Attest:

Approved: \_\_\_\_\_

\_\_\_\_\_

To: Finance Committee/City Council  
From: Mike Hardy, Parks and Recreation Director  
Date: September 25, 2018  
Re: 2019 Fees and Charges recommendations

The Parks, Recreation and Forestry Department has prepared recommendations for 2019 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 2018 rates, which are highlighted on the enclosed chart. These rates have been used to figure the 2019 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 13, 2018 meeting and is up for consideration by the Finance Committee tonight as well.

2019 Recommended Park & Recreation Program Fees

Civic Center Facility	2016 Fees		2017 Fees		2018 Fees		2019 Fees	
	Non-Profit	Profit	Non-Profit	Profit	Non-Profit	Profit	Non-Profit	Profit
Small Room Rental (per hour)	\$10	\$15	\$10	\$15	\$10	\$15	\$12	\$17
Large Room Rental (per hour)	\$15	\$20	\$15	\$20	\$15	\$20	\$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)	\$5	\$10	\$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.)	\$7.60		\$7.68		\$7.76		\$7.84	
Civic Center Program	2016 Fees		2017 Fees		2018 Fees		2019 Fees	
	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
Preschool Open Gym	\$15/season or \$1/day		\$15/season or \$1/day		\$15/season or \$1/day		\$15/season or \$1/day	
Sunday Open Gym							\$3	\$3
Sunday Open Gym (15 visit card)							\$20	\$30
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	2016 Fees		2017 Fees		2018 Fees		2019 Fees	
	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
Large Shelter with restrooms	\$75		\$75		\$75		\$80	
Large Rentable shelters with restrooms include Ochsner Main & Maxwell-Potter								
Small Shelter with restrooms	\$50		\$50		\$50		\$55	
Small Rentable shelters with restrooms include Pierce, Langer, Steinhorst & Mary Rountree Evans								
Shelter w/o restrooms	\$35		\$35		\$35		\$40	
Rentable shelters without restrooms include Ochsner Bandstand, Ochsner 20x40, Campbell & City View								
Lower Ochsner Park	\$25		\$35		\$35		\$35	
Pierce Pavilion	\$225		\$225		\$225		\$225	
Dog Park - Daily Pass	\$2	\$3	\$2	\$3	\$2	\$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.		\$10 + proof of ins.		\$10 + proof of ins.		\$10 + proof of ins.	
Additional picnic table rental	\$5		\$5		\$5		\$5	

Pool Facility/Program	2016 Fees		2017 Fees		2018 Fees		2019 Fees	
	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
Pool Rental	\$75		\$100		\$120		\$120	
Adult Water Aerobics	\$20	\$30	\$30	\$40	\$30	\$40	\$30	\$40
Aqua Zumba	\$30	\$40	\$30	\$40	\$30	\$40	\$30	\$40
Swim Lessons	\$30	\$40	\$30	\$40	\$35	\$45	\$35	\$45
Individual Season Pass	\$35	\$50	\$35	\$50	\$40	\$55	\$40	\$55
Family Pass (6 family household)	\$100	\$125	\$100	\$125	\$105	\$130	\$105	\$130
Daily Swim	\$4	\$4	\$4	\$4	\$5	\$5	\$5	\$5
Recreation Program	2016 Fees		2017 Fees		2018 Fees		2019 Fees	
	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
Adult Softball Leagues	\$300/team		\$300/team		\$300/team		\$375/team	
Adult Basketball Leagues	\$400/team		\$400/team		\$400/team		\$450/team	
Adult Volleyball Leagues	\$110/team		\$120/team		\$150/team		\$150/team	
Adult Tennis Lessons	\$25	\$35	\$25	\$35	\$25	\$35	\$25	\$35
Adult Cornhole Leagues					\$50/team		\$50/team	
Senior Fitness (per session)	\$10		\$12	\$17	\$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
T-Rex T-Ball	\$15	\$25	\$25	\$35	\$25	\$35	\$25	\$35
Rookie T-Ball	\$25	\$35	\$35	\$45	\$35	\$45	\$35	\$45
Youth Baseball	\$25	\$35	\$35	\$45	\$35	\$45	\$35	\$45
Rhinos Soccer	\$15	\$25	\$15	\$25	\$25	\$35	\$25	\$35
Youth Soccer	\$25	\$35	\$25	\$35	\$35	\$45	\$35	\$45
Indoor Soccer	\$15	\$25	\$15	\$25	\$25	\$35	\$25	\$35
Youth Basketball	\$15	\$25	\$15	\$25	\$25	\$35	\$25	\$35
Youth Flag Football	\$15	\$25	\$15	\$25	\$25	\$35	\$25	\$35
Quickstart Tennis (gr. 1-3)	\$15	\$25	\$25	\$35	\$25	\$35	\$25	\$35
Youth Tennis (gr. 4-8)	\$25	\$35	\$35	\$45	\$35	\$45	\$35	\$45
High School Tennis	\$25	\$35	\$35	\$45	\$35	\$45	\$35	\$45
Youth Tumbling/Gymnastics	\$15	\$25	\$30	\$40	\$30	\$40	\$30	\$40
Youth Track	\$15	\$25	\$25	\$35	\$25	\$35	\$25	\$35
Youth Theater			\$50	\$60	\$50	\$60	\$50	\$60
Zookeeper Camps	\$30	\$40	\$30	\$40	\$35	\$45	\$35	\$45
Tot Lot	\$30	\$40	\$40	\$50	\$40	\$50	\$40	\$50
Youth Adventure Camp	\$40	\$50	\$40	\$50	\$40	\$50	\$40	\$50
Youth Mini Camps*	\$15	\$25	\$25	\$35	\$25	\$35	\$25	\$35

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

RESOLUTION NO.

Dated: September 25, 2018

**The City of Baraboo, Wisconsin**

**Background:** This resolution seeks the approval of 2019 Parks, Recreation and Forestry Department Seasonal Wage Rates for all park, recreation, zoo and swimming pool seasonal staff positions.

These rates have been recommended for approval by the Parks and Recreation Commission at their August 13, 2018 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 2019 Park and Recreation Seasonal Wage Rates be approved as presented for consideration by the Parks and Recreation Commission.

**Offered by:**

**Motion:**

**Second:**

**Attest:**

**Approved:** \_\_\_\_\_

\_\_\_\_\_

## 2019 Seasonal/Part Time Parks & Recreation Wages

<b>Swimming Pool</b>	<b>per hour/game</b>
Pool Manager	\$14.00-\$15.00
Head Lifeguard <i>(Red Cross LG &amp; WSI certified)</i>	\$11.00-\$12.00
Lifeguards <i>(Red Cross LG certified)</i>	\$9.00-\$10.00
WSI Instructors <i>(Red Cross WSI certified)</i>	\$10.00-\$11.00
Water Aerobics Instructor	\$10.00-\$11.00
Pool Attendant	\$8.00-\$9.00
<b>Recreation</b>	<b>per hour/game</b>
Summer Recreation Specialist	\$10.00-\$11.00
Adult Basketball Referees & Softball Umpires	\$25.00
Adult Volleyball Referee	\$15.00
Adult Sports Scorekeepers	\$8.00-\$9.00
Adult Tennis/Pickleball Coordinator	\$20.00
Enrichment/Visual Arts Coordinator	\$14.00-\$15.00
Enrichment/Visual Arts Instructor	\$8.00-\$9.00
Sports & Fitness Coordinator	\$14.00-\$15.00
Sports & Fitness Instructor	\$8.00-\$9.00
Youth Tennis Coordinator	\$14.00-\$15.00
Youth Tennis Instructor	\$8.00-\$9.00
Tot Lot Coordinator	\$14.00-\$15.00
Tot Lot Instructor	\$8.00-\$9.00
Youth Sports Referee/Umpire	\$25.00
Youth Camp Coordinator	\$14.00-\$15.00
Youth Camp Instructor	\$8.00-\$9.00
Open Gym Supervisor	\$9.00-\$10.00
<b>Parks/Civic Center/Zoo</b>	<b>per hour/game</b>
Office Assistant	\$9.00-\$10.00
Civic Center Weekend Maintenance	\$10.00-\$11.00
Park Maintenance	\$12.00-\$13.00
Larger Park Ice Rink Supervisor	\$10.00-\$11.00
Zoo Technician	\$12.00-\$13.00
Concessions Worker	\$8.00-\$9.00
Zoo Resident/Intern	\$120/week

To: Finance Committee/City Council  
From: Mike Hardy, Parks and Recreation Director  
Date: September 25, 2018  
Re: 2019 Seasonal Wage Rate recommendations

The Parks, Recreation and Forestry Department has prepared recommendations for 2019 Seasonal Employee Wages, including rates for various seasonal staff positions in parks, recreation, zoo and swimming pool positions. To come up with rates, staff considers trends in application rates, comparables with similar communities, needs for fulfilling programs as well as available budget sources to continue to provide expected park & recreation services in the community.

These rates have been used to figure the 2019 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 13, 2018 meeting and is up for consideration by the Finance Committee tonight as well.

RESOLUTION NO.

Dated: September 25, 2018

**The City of Baraboo, Wisconsin**

**Background:** This resolution seeks the approval of 2019 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 2019 lease rate is recommended at \$701 per month or \$8,412 per year and includes exclusive use of rooms 20, 26, 27, 29, the auditorium as well as shared use of the warming kitchen and 2<sup>nd</sup> 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 13, 2018 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 2019 Boys and Girls Club lease for use of Civic Center rooms 20, 26, 27, 29, the auditorium and kitchen (shared) be approved at \$701 per month

Offered by:

Approved: \_\_\_\_\_

Motion:

Second:

Attest: \_\_\_\_\_

To: Finance Committee/City Council  
From: Mike Hardy, Parks and Recreation Director  
Date: September 25, 2018  
Re: 2019 Long Term Lease recommendations

The Parks, Recreation and Forestry Department has prepared recommendations for 2019 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.

Three organizations have been recommended for special consideration, all three are recurring organizations from past years.

- 1) The Boys and Girls Club has been a leaseholder in the Civic Center for over 14 years. They have been able to significantly expend 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. Past leases approved by the Council have allowed for an 85% rent subsidy, or waived rent for use of the Civic Center. The Parks and Recreation Commission requesting that lease is subsidized at 80% in 2019, which will amount to a \$42.20 monthly increase for the Club. The Club was made aware of this recommendation, and while they said that of course they'd like to continue to receive lower rent, Club president Mike Soule stated at the September 10, 2018 meeting that he understands the need for the adjustment.
- 2) The Baraboo Senior Center has been a leaseholder in the Civic Center for about as long as the Boys and Girls Club. Until 4 years ago, the City did not charge rent. They now pay the same rate as the Club, with rent subsidized at 85%. Having a considerably smaller space, their rent is much smaller. To keep Senior Center treatment the same as the Club, Commission members requested the same 80% subsidy, which will result in a \$9.74 monthly increase. While they too prefer rent does not increase, BASCO president Marlen Buchanon did not signify any concern over the new rate.
- 3) 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 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 2019 budget package which you will be considering in a few weeks.

## LEASE AGREEMENT

This Lease Agreement is made this 1st day of January, 2019, 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, 2019 to December 31, 2019. Lessor agrees that if Lessor does not intend to enter into a new Lease Agreement with Lessee commencing on January 1, 2020, for at least an additional six months, Lessor shall give written notice to Lessee of such intent on or before December 1, 2019. If Lessor does not give Lessee such notice by December 1, 2019, Lessor agrees that the above Lease shall be automatically extended on a month to month basis commencing on January 1, 2020, 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 \$701 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 21<sup>st</sup> 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 2<sup>nd</sup> Street, Room 17  
Baraboo, WI 53913

LESSEE: Boys & Girls Club of Baraboo/Sauk County  
124 2<sup>nd</sup> 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 25, 2018

**The City of Baraboo, Wisconsin**

**Background:** This resolution seeks the approval of 2019 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 2019 lease rate is recommended at \$163 per month or \$1,956 per year and includes exclusive use of rooms 21 and 24 as well as shared use of the warming kitchen and 2<sup>nd</sup> 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 13, 2018 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 2019 Baraboo Senior Center lease for use of Civic Center rooms 21, 24 and kitchen (shared) be approved at \$163 per month

**Offered by:**

**Motion:**

**Second:**

**Attest:**

**Approved:** \_\_\_\_\_

\_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement is made this 1<sup>st</sup> day of January, 2019, 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, 2019 to December 31, 2019. Lessor agrees that if Lessor does not intend to enter into a new Lease Agreement with Lessee commencing on January 1, 2020, for at least an additional six months, Lessor shall give written notice to Lessee of such intent on or before October 31, 2019. If Lessor does not give Lessee such notice by October 31, 2019, Lessor agrees that the above Lease shall be automatically extended on a month to month basis commencing on January 1, 2020, 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 \$1,956 annual rent payable in 12 monthly installments of \$163 due on the first day of every month in 2019.
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 21<sup>st</sup> 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: \$500,000.00 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 2<sup>nd</sup> Street, Room 17  
Baraboo, WI 53913

LESSEE: Baraboo Area Senior Citizen's Organization  
Baraboo Area Senior Center  
124 2<sup>nd</sup> 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**

**Background:** This resolution seeks the approval of the lease of the Pierce Park Pavilion for the South Central Cyclones Youth Hockey Association. It is recommended the rent continue to be waived noting that the program serves as a benefit to our local youth hockey participants as well as in consideration of past contributions made to the facility.

The 2019 lease rate is recommended to require the group to pay for all utilities during the 6 month term of the lease.

This lease has been recommended for approval by the Parks and Recreation Commission at their August 13, 2018 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 South Central Cyclones Hockey Association lease for use of the Pierce Park Pavilion be approved for the 6-month term of October 15, 2018-April 14, 2019.

**Offered by:**

**Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:**

\_\_\_\_\_

## LEASE AGREEMENT

**Lessee:** South Central Cyclones Youth Hockey, a Wisconsin Non-profit Corporation.  
**Lessor:** City of Baraboo, Wisconsin.  
**Leased Premises:** The Pierce Park Multi-Purpose Pavilion.

This Lease is entered into as of the 15th day of October, 2018, by and between the South Central Cyclones Youth Hockey (Lessee), a Wisconsin non-profit corporation with a mailing address of P.O. Box 358, Wisconsin Dells, WI 53965, and the City of Baraboo (Lessor), a Wisconsin municipal corporation with a mailing address of 101 S. Blvd., Baraboo, WI 53913.

### WITNESSETH

WHEREAS, Lessee desires to lease the Pierce Park Multi-Purpose Pavilion on a 6-month basis, from October 15, 2018 through April 14, 2019, for the purpose of conducting a youth ice hockey program; and

WHEREAS, Lessor is willing and desirous of leasing the Pierce Park Multi-Purpose Pavilion to Lessee upon the terms and conditions hereinafter set forth; and

WHEREAS, the rights granted to the Lessee by this land use agreement are and shall remain subordinate to the obligations of the Lessor and the rights granted the Department of the Interior, National Park Service under the Land and Water Conservation Fund Act of 1965 dedicating the facilities in this agreement for public recreation purposes; and

WHEREAS, Lessee has made, at Lessee's cost and expense, the improvements to The Leased Premises described on Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the improvements made to The Leased Premises by Lessee and in consideration of the mutual covenants and agreements hereinafter set forth, Lessor hereby leases and rents to Lessee and Lessee does hereby lease and rent from Lessor the Leased Premises, all as hereinafter set forth.

1. **TERM OF LEASE.** Lessor hereby leases to Lessee The Leased Premises for the period from October 15, 2018, to April 14, 2019.
2. **LIMITATION ON TERM OF LEASE.** During the Lease Term, Lessor reserves the use of the skating rink, restrooms, and warming area for recreational skating for the general public as provided in Section 4 hereof.
3. **RENTS, UTILITIES, REPAIRS, AND MAINTENANCE.** Lessee shall pay no rent to Lessor for the use of the Leased Premises. Lessee shall provide and pay for all utilities on The Leased Premises, including electricity, water, heating, fuel, and telephone and other communication services used in connection with the Leased Premises. Lessee shall see to it that sufficient heat is provided in the enclosed service portion and restrooms of the Pavilion to prevent damage to plumbing and fixtures. Lessee shall be responsible for the normal and routine repairs and maintenance for all equipment, fixtures, and mechanical systems owned by Lessee and for any damages caused by the failure or removal of the equipment, fixtures, or mechanical systems owned by Lessee. Lessor shall be responsible for the repair and maintenance of equipment, fixtures, and mechanical systems owned by Lessor and for any damages caused by the failure of any equipment, fixtures, or mechanical systems owned by Lessor. Lessee shall immediately notify Lessor of any need for repair and/or maintenance to The Leased Premises.
4. **USE OF LEASED PREMISES.** Lessee shall use The Leased Premises exclusively for ice hockey, ice skating, operation of a concession food and beverage stand, and conducting other recreation-related activities related to the purpose of promoting and encouraging people of all ages to participate in ice skating and other recreational activities. Lessor reserves the use of the ice skating rink, restrooms, and warming areas for recreational skating time for the general public a minimum of three (3) hours per week as well as allowing for **Free Admission** skating the last Sunday in January for Winterfest Activities from 6-8pm. In addition to the required minimum 3 hours of public skating per week, Lessee will also provide public recreational skating on four (4) Baraboo School District winter holiday break days from noon-3 pm. The times and days for

supervised recreational skating for the public shall be approved by the City of Baraboo Parks and Recreation Department and shall be publicly displayed by the Lessee at The Leased Premises. It is agreed by the parties that the City shall have sole and exclusive use of the Leased Premises during the designated public skating times. Lessor shall make the facility available for rent by community groups for public recreation activities during the months when ice is not maintained. These activities must be approved by lessor in advance to assure accessibility by the public.

5. OPERATIONAL RESPONSIBILITIES AND DUTIES OF LESSEE. Lessee covenants and agrees to perform the following in a careful, efficient, and businesslike manner:
- A. Lessee shall have full authority over the scheduling of ice time and building use during The Lease Term, subject to weather conditions and satisfactory ice surface conditions provided that Lessee's ice rink managers shall be granted reasonable discretion to determine whether ice conditions are satisfactory. Lessee agrees that Lessee shall provide volunteers to the City during the public skating hours as set forth in Section 4, all at no charge to the City and said volunteers provided by Lessee shall be city volunteers who shall be responsible for supervising and monitoring the public skating programs. Lessee shall further be responsible for, and provide and pay for, all utilities used during the public skating time reserved herein by the City. No organized team sport activity shall be undertaken during the public skating times. Persons designated as City volunteers for the public ice time shall first be approved by the Parks and Recreation Department and shall conduct themselves at all times in a safe, sober, and courteous manner while acting as City volunteers. Lessee agrees to take immediate corrective action upon receiving notice from the Lessor that Lessor has received a legitimate complaint regarding the conduct of any person assigned as a City volunteer during the public ice skating time described herein.
  - B. In order to reimburse Lessee for the overhead costs incurred by Lessee during the public skating use reserved by the City, Lessee may charge a fee for ice time use for recreational public skating, private skating parties and/or organized groups. The fee shall not exceed the reasonable overhead costs allocated to the public ice time and any such fee shall first be reviewed and approved by the Baraboo Parks and Recreation Department.
  - C. Lessee may use The Leased Premises for the operation of a concession stand for the sale of food, beverages, and other merchandise.
  - D. The parties acknowledge that from a practical and economical standpoint it is impossible for the Lessee or Lessor to monitor the use of the ice on The Leased Premises during times when the Pavilion is closed and unsupervised. Therefore, Lessee shall not be obligated to establish any procedures designed to prevent persons from using the Pavilion ice and/or undertaking recreational activities on The Leased Premises during unsupervised times when the facilities are closed.
  - E. Lessee shall be responsible for all physical operations of The Leased Premises and its programs during The Lease Term, including, but not limited to, setup and takedown of hockey boards, ice making, resurfacing and maintenance, cleaning of Pavilion, service building, concession stand, restrooms, and all areas surrounding the Pavilion, including the parking areas and walkway areas except for snow removal which shall be performed by Lessor as provided in Section 17.
  - F. Except as expressly provided herein, Lessee shall not make any alterations to or improvements on The Leased Premises without the prior written consent of Lessor and any and all such alterations or improvements made by Lessee shall become the absolute property of Lessor at the end of The Lease Term. Lessee shall be authorized to install and operate an ice rink refrigeration system and a forced air furnace heating system on The Leased Premises in accordance with standards and specifications approved by Lessor. Lessee shall further retain ownership of the items of property described on Exhibit B, attached hereto, and Lessee may remove said items from The Leased Premises at the end of The Lease Term provided, however, that all such removals of property shall be undertaken and completed in a manner so as to restore The Leased Premises to its original condition, ordinary wear and tear excepted, and any damages resulting from the removal of fixtures shall be satisfactorily repaired.

- G. Lessee shall, at its expense, maintain The Leased Premises in as good order and repair as the same were at the beginning of The Lease Term, reasonable wear and tear accepted; provided, however, Lessor shall be responsible for all structural repairs.
  - H. Except to the extent expressly authorized in writing by Lessor, Lessee shall not create or permit to be created any lien, encumbrance, security interest, or other charge, including liens for work, labor or materials done or furnished or alleged to have been done or furnished on The Leased Premises.
  - I. Lessee agrees that any and all expenses incurred by Lessee in the conducting of its operations at The Leased Premises shall be paid on or before the due date thereof.
6. USE OF LESSEE REVENUES. If Lessee is not in default of this Lease or of the terms of the attached agreement, Lessee shall be entitled to retain full ownership and control of all revenues generated by Lessee pursuant to its activities on The Leased Premises during The Lease Term. Lessee agrees that the revenues shall only be used as set forth in the Agreement between Lessor and Lessee dated July 25, 1996, which Agreement is incorporated by reference and is on file in the City Clerk's office.
7. INSURANCE AND INDEMNIFICATION. Lessor agrees to maintain fire and extended insurance coverage on the Pierce Park Multi-Purpose Pavilion and on the personal property on The Leased Premises owned by Lessor. Lessee shall be responsible for providing insurance coverage for any personal property and fixtures on The Leased Premises belonging to Lessee. The insurance need not apply during public skating times designated under Section 5A.
- A. Insurance Requirements - General Liability coverage from an insurance company with an *A.M. Best* ranking of at least A- with said coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for fire, personal property and fixtures with the following minimum limits and coverage:
    - i. Each Occurrence – minimum of \$1,000,000
    - ii. Personal Injury – minimum of \$1,000,000
    - iii. General Aggregate – minimum of \$2,000,000
    - iv. Fire Damage limit — any one fire minimum of \$50,000
    - v. Medical Expense limit — any one person minimum of \$5,000
    - vi. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
  - B. It is hereby agreed and understood that the insurance required by the Lessor is primary coverage and that any insurance or self-insurance maintained by the Lessor, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.
  - C. All insurance shall be in full force prior to commencing the Lease and remain in force until the Lease terminates or expires
  - D. This coverage and the certificate of insurance shall name as additional insureds, the City of Baraboo, its officers, directors, commissions, boards, employees, volunteers, and agents.
  - E. In addition, Lessee further agrees to procure and maintain the liability insurance coverage provided by USA Hockey, Inc. A certificate of insurance verifying Lessee's insurance coverage as set forth above shall be delivered to Lessor together with proof of payment of the premium therefore and such certificate shall evidence the obligation of the insurer not to cancel or materially amend the policy without thirty (30) calendar days prior notice to Lessor.
  - F. Except during public skating times designated under Section 5A, Lessee further acknowledges and agrees that liability for bodily injury, disability, and/or death of its agents, volunteers, employees, invitees, guests, or any other person, or for damage to property, caused, in any way, directly or indirectly by the operations of Lessee, its agents, employees or volunteers, upon The

Leased Premises or pursuant to Lessee carrying out its operations on The Leased Premises shall be assumed by Lessee and Lessee shall indemnify and hold Lessor harmless from all claims, judgments, actions, proceedings, damages and liabilities, including reasonable attorneys fees, including any acts or omissions by Lessor, its employees, agents, representatives, and volunteers whatsoever. The provisions of this section shall only apply during The Lease Term.

- G. INDEMNIFICATION. Lessee shall indemnify, defend, and hold the Lessor, and the Lessor's employees, agents, council members, officers and volunteers harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its officers, employees, agents, authorized volunteers and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this Lease. Prompt notice must be given of any claim, and the City will have control of any defense or settlement.
8. INDEPENDENT CONTRACTOR STATUS OF LESSEE. Lessee acknowledges and agrees that it is an independent contractor of Lessor and that its business is independently owned and operated and that nothing in this Lease shall be interpreted to cause or result in, directly or indirectly, a principal/agent or employer/employee relationship between Lessee and Lessor and nothing in this Lease shall in any way be construed as an agreement of partnership, general or limited, joint venture or as any agency relationship whatsoever between Lessor and Lessee. Lessee agrees not to represent or advertise in any way that its relationship with the Lessor other than as provided in this section.
9. NON-DISCRIMINATION. Lessee agrees to conduct its operations at The Leased Premises in a manner so as not to discriminate against any person because of age, race, creed, color, handicap, marital status, sex, national origin and ancestry, arrest record or conviction record, or any other form of discrimination specifically prohibited by applicable State or Federal Laws. Lessee shall indemnify, defend, and hold harmless Lessor, and the City of Baraboo, from claims, actions, proceedings, damages, and liabilities arising out of alleged discriminatory acts or omissions by Lessee in connection with the activities conducted by Lessee on The Leased Premises.
10. LAWFUL USE. Lessee agrees to abide by all applicable ordinances, zoning codes, regulations and statutes as it pertains to their use of The Leased Premises for the duration of the Lease Term.
11. RIGHT TO PLACE SIGNS. Lessee shall have the privilege of placing on The Leased Premises signs thereon provided, however, that Lessor shall have the right to approve the size and shape of the signs and provided that the signs are neatly and professionally prepared.
12. SUB-LETTING OR ASSIGNMENT. This Lease may not be assigned by Lessee either in whole or in part, and during The Lease Term no portion of The Leased Premises may be subleased or otherwise occupied by any party other than the employees, agents, or volunteers of the Lessee for the purpose of undertaking the activities to be performed by Lessee under this agreement, except as specifically set forth herein. Lessee may assign this Lease to the Baraboo National Bank for collateral purposes. It is expressly understood that Lessee may allow ice time for private skating groups and parties to be conducted at specific dates and times, provided, however, Lessee shall not be relieved of any liabilities under this Lease as a result of any such use of The Leased Premises.
13. REMOVAL OF TENANT'S PROPERTY UPON TERMINATION. Lessee, upon termination of this Lease, may remove any and all inventory and other property located upon The Leased Premises and listed on Exhibit B, attached hereto. All fixtures installed by Lessee on The Leased Premises and not described on Exhibit B shall become the absolute property of Lessor upon installation. Lessee agrees that all fixtures shall be installed in a good and workmanlike manner. Lessee agrees that Lessee shall deliver up possession of The Leased Premises quietly and peaceably at the expiration of this Lease, in good condition and repair ordinary wear and tear excepted.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Lessee agrees to promptly observe, obey, and comply with all rules, laws, regulations, ordinances, directives, orders, and requirements of the State of Wisconsin, Sauk County, City of Baraboo and Park and Recreation Commission, and the like concerning The Leased Premises or appurtenances thereto or connected with the enjoyment thereof; and to observe such rules and regulations as may be required by the insurance companies or underwriters that may insure The Leased Premises or appurtenance thereto. All employees, agents and volunteers of Lessee shall conduct themselves in a safe, sober and courteous manner while performing services at The Leased Premises. Lessee agrees to take immediate corrective action upon receiving notice from Lessor that Lessor has received a legitimate complaint regarding the conduct of an employee, agent, or volunteer of Lessee while said person was performing services for Lessee at The Leased Premises.
14. **LIMITATION ON TENANCY.** Lessee agrees that the tenancy granted herein is subject to the following limitations and rights of Lessor:
- A. Subject to weather conditions and satisfactory ice surface conditions, Lessor shall have the use of the ice for conducting ice skating programs as provided in Section 4, provided, however, that the scheduling of such activities by Lessor shall not interfere with Lessee's use of The Leased Premises for ice hockey purposes.
  - B. Lessor shall have the right to use the parking areas described on Exhibit A, attached hereto, for City activities.
  - C. Lessee agrees that Lessor shall have the right to enter upon and within The Leased Premises by its agents or employees at any time for the purpose of making routine inspections, or for such other purpose as Lessor deems necessary. Lessee shall not change any of the locks to the doors on The Leased Premises without the prior consent of Lessor.
  - D. The rights granted to the Lessee by this agreement are and shall remain subordinate to the obligations of the Lessor and the rights granted the Department of the Interior, National Park Service (NPS) under the Land and Water Conservation Fund Act of 1965 dedicating the land described in paragraph 1 of this agreement for public outdoor recreation purposes.
15. **DEFAULT BY LESSEE.** If Lessee defaults in the performance of any of the terms and conditions of this Lease, then this Lease may be declared forfeited by Lessee at the option of Lessor. Lessor may thereafter reenter without notice or demand. Any forfeiture or re-entry under this section shall permit Lessor to re-let the premises after taking possession thereof.

Lessee agrees that the following shall constitute acts of default of this Lease on the part of Lessee:

- A. Unless excused by Lessor, the failure of Lessee to provide sufficient City volunteers for the public ice time at the scheduled times and in the manner prescribed by Section 5A hereof. Lessee shall be given one written warning of a violation of this subsection and a violation thereafter, during the same Lease Term, shall be a default of this Lease and grounds for termination hereof.
- B. The non-performance of any other term, covenant, or condition of this Lease not covered under subsection above which is not cured within seven days after notice thereof from Lessor. If the default or action complained of is of such a nature that it cannot be completely cured within such seven-day period, such default shall not be enforceable against Lessee if Lessee shall have begun curing it within the seven-day period and shall, with reasonable diligence and in good faith, proceed to remedy it.
- C. If Lessee voluntarily or involuntarily abandons, deserts, vacates, or discontinues the operations and obligations required of Lessee under this Lease, or if Lessee becomes the subject of bankruptcy or insolvency proceedings, whether voluntary or involuntary.
- D. If Lessee shall default in the payment of any obligations owed by Lessee to the Baraboo National Bank, or any other creditor, or if Lessee otherwise defaults or neglects, fails or refuses to perform any other term, covenant, or condition set forth in any promissory note, loan agreement, or other

written obligation in which default is not cured within seven (7) calendar days after notice thereof from Lessor.

16. **MANNER OF GIVING NOTICE.** Any notice by either party to the other pursuant to the provisions of this Lease or any law shall be given by personal delivery or by regular first class mail, postage prepaid, addressed to the parties for whom it is intended at the address shown in this Lease, or at such other address as such party may have designated in writing.
17. **LESSOR'S SNOW REMOVAL RESPONSIBILITIES.** Lessor shall provide snow removal from all parking and walkway areas of The Leased Premises, provided, however, Lessor shall not be obligated to remove snow from said areas until snow removal activities on public streets have been completed. Lessor will not be obligated to remove snow from parking areas and walkways if this will require Lessor to incur overtime pay obligations to its employees. Lessee agrees to notify the Street Superintendent when a snowfall occurs prior to or during a scheduled tournament in order to enable Lessor to attempt to provide reasonable snow removal services for the tournament.
18. **ARBITRATION OF DISPUTES.** Any disputes under this Lease shall be decided by binding arbitration pursuant to Section 802.12, Wis. Stats., as amended. Either Lessee or Lessor shall have the right to apply to the Sauk County Circuit Court for an order appointing a neutral third person to render a decision that is legally binding upon the parties. The binding arbitration shall be conducted pursuant to the dispute resolution process set forth in Section 802.12(1)(a), Wis. Stats., as amended. The cost of the arbitrator and the expenses of arbitration shall be shared equally by the parties. The arbitration shall take place in Sauk County and the Wisconsin Rules of Evidence shall be used. The arbitrator shall not be entitled to award punitive damages against either party.
19. **AMENDMENTS.** This Lease may be modified or amended at any time by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understanding between the parties, or their agents, unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.
20. **MISCELLANEOUS.** Lessee acknowledges and agrees that the management and administration of the Pierce Park Complex, including the Pierce Park Multi-Purpose Pavilion, is wholly and exclusively under the jurisdiction of Lessor, or its authorized representatives, and Lessee shall at all times undertake its activities pursuant to this Lease in a way and manner so as not to interfere with any governmental services performed by Lessor, or the City of Baraboo, its employees, agents, and representatives. Lessor and Lessee acknowledge and agree that each party shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of either party in refraining from doing so at any time or times to enforce its rights under the provisions of this Lease strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific provisions of this Lease or as having in any way or manner modified or waived the same. The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof. No waiver of any breach or breaches of any provisions of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, or any other provision hereof.

**(SIGNATURE PAGE TO FOLLOW)**

**SOUTH CENTRAL CYCLONES YOUTH HOCKEY**

Signature: \_\_\_\_\_  
Richard Capener, President

Witness Signature: \_\_\_\_\_  
Witness Print: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CITY OF BARABOO, WISCONSIN**

Signature: \_\_\_\_\_  
Mike Hardy, Parks & Recreation Director

Witness Signature: \_\_\_\_\_  
Witness Print: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Reviewed as to Form:  
Emily Truman  
Baraboo City Attorney  
135 4<sup>th</sup> Street  
Baraboo, WI 53913

**EXHIBIT A****Improvements Completed by Lessee per Agreement dated July 25, 1996**

Lessee shall install a permanent ice rink concrete floor and refrigeration system. The floor shall be paved in concrete for use year-round for a variety of functions.

The concrete floor shall be underlain by the subsoil frost prevention piping system. Rink floor insulation shall be installed and a 6-inch concrete slab containing steel re-bar and a rink refrigeration system. The entire pavilion shall be provided with a concrete floor although the refrigeration system will only be installed in the rink area.

The compressor room in the pavilion shall also be furnished with a concrete floor once the refrigeration system piping is in place. The compressor room will house one factory assembled, multiple compressor, liquid chiller system including all electrical control panels for operation.

The standards and specifications for all the above shall be in accordance with plans and specifications prepared by Mid-State Associates, dated June 1996 as Project No. 999016. SPC, which plans and specifications are incorporated in this Lease by reference.

**EXHIBIT B****Property Owned By Lessee**

1. Compressors and electrical components for ice refrigeration.
2. Bryant - Plus 90 Furnace. (This furnace is not hooked up and is a back up. The furnace that is hooked up is owned by Lessor.)
3. Scoreboards.
4. Display cases.
5. Refrigerated display case.
6. Warming table.
7. Refrigerator.
8. Freezer.
9. Griddle.
10. Deep fryer.
11. Dishwasher.
12. Beverage dispensers.
13. Any other miscellaneous items of personal property, which are not fixtures or which are not attached or affixed to The Leased Premises, and which are purchased solely with Lessee's funds.

**Items Added:**

14. Hockey Boards and glass associated with Hockey Boards.
15. Scorers Box, Penalty Boxes, Players Boxes, and all materials located within.
16. Boilers associated with the in-floor hot water heat.
17. Bleachers.

RESOLUTION NO. 2018-

Dated: September 25, 2018

The City of Baraboo, Wisconsin

**Background** This is for the purchase of a 2018 Ford Explorer squad from Kayser Ford in Madison for \$29,400. This is an un-budgeted item in 2018 and will replace a vehicle budgeted for the 2019 cycle, with the request being made because this particular vehicle will not be available in 2019. I will budget for the replacement in the 2019 budget work and replace funds in Capital Equipment Account 20-52110-0810.

Ford has announced the redesign of the Explorer in 2019. The redesign will include modifications to the body style and to make the vehicle a hybrid. Information at this time is that the price of the squad will increase at least \$9,000. With the redesign, Ford may not be producing the Explorer in 2019 at all.

Kayser is the State bid holder for these vehicles and has one in stock meeting our specs. Ford has not guaranteed the build of any 2019 cars according to our sales representative at Kayser. He has placed orders but does not know if any other cars will be available.

Purchase of the Explorer helps the fleet status of our vehicles and reduces the need to buy multiple sets of key and stock tires for multiple styles of vehicles. Without this purchase, we will have to look at other options for police vehicles, which will most likely increase costs.

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

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

TO: authorize the purchase of a 2018 Ford Explorer squad car from Kayser Ford in Madison for the price of \$29,400 from the Capital Equipment Account to be reimbursed in the 2019 budget cycle.

Offered by:  
Motion:  
Second:

Approved: \_\_\_\_\_  
Attest: \_\_\_\_\_



Kayser Commercial Sales  
2303 W Beltline Highway, Madison, Wisconsin, 53713  
Office: 608-276-0253

## Customer Proposal

---

**Prepared for:**

Lt. Ryan La Broscian  
Baraboo Police Dept.  
101 South Blvd  
Baraboo, WI 53913  
Office: 608-355-2720

**Prepared by:**

Tim Askey  
Office: 608-276-0253  
Email: t.askey@kayseronline.com

**Date:** 09/13/2018

**Vehicle:** 2018 Police Interceptor Utility Base  
AWD

**Quote ID:** TA-091318F





## Pricing - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$32,320.00
Options & Colors		\$1,265.00
Upfitting		\$0.00
Destination Charge		\$945.00
<b>Subtotal</b>		<b>\$34,530.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
WI Muni	WI Municipal Discount	-\$5,030.00
<b>Total</b>		<b>\$29,500.00</b>

\_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
K8A	Base Vehicle Price (K8A)	\$32,320.00
<b>Packages</b>		
500A	Order Code 500A <i>Includes:</i> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	N/C
<b>Powertrain</b>		
99R	Engine: 3.7L V6 Ti-VCT FFV	Included
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: P245/55R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>	Included
<b>Seats &amp; Seat Trim</b>		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	Included
<b>Other Options</b>		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options (cont'd)

Code	Description	MSRP
86P	Front Headlamp/Police Interceptor Housing Only <i>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</i>	\$125.00
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i>	\$60.00
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$20.00
17T	Red/White Dome Lamp in Cargo Area	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
53M	SYNC Basic (Voice-Activated Communications System) <i>Includes single USB port and single auxiliary audio input jack.</i>	\$295.00
68G	Rear-Door Handles Inoperable/Locks Inoperable	\$35.00
18D	Global Lock / Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless.</i>	N/C
18W	Windows - Rear-Window Power Delete <i>Operable from front driver side switches.</i>	\$25.00
59B	Keyed Alike - 1284x	\$50.00
549	Heated Sideview Mirrors	\$60.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00

### Interior Colors

9W_01	Charcoal Black	N/C
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### Primary Colors

G1_01	Shadow Black	N/C
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SUBTOTAL	\$33,585.00
Destination Charge	\$945.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options (cont'd)

Code	Description	MSRP
TOTAL		\$34,530.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

The City of Baraboo, Wisconsin

Background : The property owner on the northeast corner of 2nd Street and Crestview Drive would like to build a new house on the vacant lot, which abuts an unimproved stub-end extension of Crestview Drive. The property owner owns the land on all three sides of the unimproved right-of-way and has no intention of ever extending it. The City's building regulations require right-of-way to be fully improved prior to an occupancy permit being issued at the completion of the construction of a new house. The lot on which he intends to build also abuts a portion of improved right-of-way and the vacation of the unimproved stub-end extension of Crestview Drive would not only eliminate all of the unimproved right-of-way, but also provide him additional frontage on the existing improved street right-of-way thereby allowing the issuance of an occupancy permit upon the completion of the construction of his new house.

Pursuant to §66.1003(4), Stats., the vacation process begins with a resolution from the Common Council stating the intention to pursue the vacation of the street. There must be a hearing not sooner than 40 days after the initial resolution. Notice must be provided to adjacent property owners, but in this case there are no such owners other than the petitioner, Bruce W. Jackson.

The stub-end right-of-way serves no purpose and neither the Official Map nor the Comprehensive Plan contemplate any future extension. The owner has filed a petition to vacate this right-of-way and is anxious to begin construction prior to winter and has requested the City initiate the requisite vacation procedure.

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

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

That the Common Council of the City of Baraboo, Wisconsin, intends to pursue the vacation of that portion of the unimproved right-of-way of Crestview Drive (formerly Lorna Drive) lying north of 2nd Street between Lot 8 of Rehbein's Addition to the City of Baraboo and Outlot 1 of Certified Survey Map No. 4973, City of Baraboo, Sauk County, Wisconsin, pursuant to the procedures set forth in §66.1003(4), Wisconsin Statutes.

Further, that the Common Council of the City of Baraboo, Wisconsin, shall hold a public hearing in the Council Chambers of the Municipal Building located at 101 south Blvd, Baraboo, Wisconsin, on the 13th day of November, 2018, at 7:00 o'clock p.m. for the purpose of giving an opportunity to any interested persons to be heard relative to the vacation of that portion of Crestview Drive.

BE IT FURTHER RESOLVED that the City Clerk shall publish a Class III notice of this resolution to commence vacation proceedings as provided by law.

Offered by:
Motion:
Second:

Approved:
Attest:

The City of Baraboo, Wisconsin

**Background:** Baraboo Municipal Code requires the abatement (removal) of dangerous trees, with the definition of “dangerous trees” including: “All trees that are injurious to public health or safety because of a diseased or damaged condition...” §10.05(6), Baraboo Municipal Code. It has come to the attention of City staff that there is a dangerous tree located jointly on the properties of 415 6th Avenue and 712 Center Street, with about 80% of the tree on the 6th Avenue property and 20% of the tree located on the Center Street property.

Estimates for the cost of the removal of the tree are around \$27,000 (given the size and condition of the tree, the removal will require equipment the City does not own). City staff has been in contact with both property owners as part of the abatement process and has learned that the property owner with the majority of the tree on their property does not have the ability to pay their portion of the costs to hire someone to remove the tree.

Given the condition of the tree and City code, the City’s next step will be to abate the tree and pay for the costs of the abatement.

In situations where the City is required to pay for an abatement and reimbursement is not promptly received from the property owner, City code requires the City’s costs to be placed on the tax roll for the property owner. Given the uniqueness of this situation - both with the high costs involved coupled with the desire of the property owners to be in compliance with City code (typically abatements by the City occur due to a non-willingness a the property owner to comply with the code) - City staff is requesting the Common Council consider allowing one or both property owners the opportunity to reimburse the City through a lien attached to each owners’ property, with full payment due to the City upon the sale of the respective properties.

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

WHEREAS, City staff have determined that there is a dangerous tree, as defined by §10.05(6), Baraboo Municipal Code, located on the properties of 415 6<sup>th</sup> Avenue and 712 Center Street, which must be removed; and

WHEREAS, the anticipated cost for the removal of the tree is estimated at being around \$27,000; and

WHEREAS, both property owners have informed the City of their respective willingness to have the tree removed, but given the high cost of the removal, at least one of the property owners is unable to pay for the costs of the removal.

**Now therefore be it resolved by the Common Council of the City of Baraboo, Sauk County, Wisconsin, that:**

Given the uniqueness of the situation - namely the need to remove a dangerous tree as soon as possible, the high costs of the removal, and the willingness of the property owners to want to comply with City code – the Common Council hereby authorizes the City Attorney to draft an agreement and corresponding documents between the City and the property owners whereby the property owners agree to reimburse the City for the City’s costs to abate upon the sale of their respective properties, and for the Mayor or City Administrator and City Clerk to execute said agreement and corresponding documents on behalf of the City of Baraboo.

**Offered by:**  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

The City of Baraboo, Wisconsin

**Background:** Baraboo Municipal Code currently requires all swimming pools “not enclosed within a permanent building” to be “completely enclosed by a fence” that must meet certain safety criteria, such as height and gate placement. §14.13, Baraboo Municipal Code. Given advances in pool safety technology, some municipalities have moved away from strictly requiring fencing around pools and have instead allowed pools to be covered. After reviewing the City’s ordinance and alternatives to the fencing requirement, the Administrative Committee has recommended that the Council approve amending the City’s current ordinance to allow pool owners the option of either installing a fence, pursuant to the current Code’s standards, or to have a pool covering that meets the requirements of ASTM F1346-91(2018) - Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs.

*Fiscal Note: (check one)  Not Required  Budgeted Expenditure  Not Budgeted*  
*Comments:*

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

1. Section 14.13(4) of the Baraboo Municipal Code be amended as follows:
  - 4) FENCES AND COVERS.
    - (a) All swimming pools not enclosed within a permanent building shall **comply with one or both of the following:**
      - (i) **Be** completely enclosed by a fence of sufficient strength to prevent access to the pool, not less than 5 feet in height and so constructed as not to have voids, holes or openings larger than 4 inches in one dimension. Gates or doors shall be constructed so as to be capable of being locked, and shall be closed and secured so as to prevent unlatching by persons outside the pool at all times when the pool is not in actual use. ~~(b)~~ Above-ground pools with self-provided fencing to prevent unguarded entry shall be permitted without separate additional fencing, provided the self-provided fence is of the minimum height and design as herein specified. ~~(c)~~ Permanent access from grade to above-ground pools having stationary ladders, stairs or ramps shall have safeguard fencing and gates equivalent to those required herein, subject to all other applicable ordinances and subject to the following: 1. No fence shall be located, erected, constructed or maintained closer than 3 feet to a pool. 2. The wall of the house or building facing a pool may be incorporated as a portion of such fence.
      - (ii) **While not in immediate use, be covered and remain covered by a pool safety cover that meets the standards of ASTM F1346-91(2018), Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs, ASTM International.**

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

Mayor's Approval: \_\_\_\_\_

Clerk's Certification: \_\_\_\_\_

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

City Clerk: \_\_\_\_\_

The City of Baraboo, Wisconsin

<b>Background:</b> The Public Safety Committee considered a request to revise certain parking regulations on Draper Street at their September 24 <sup>th</sup> , 2018 meeting.	
Based on recommendations from the City Engineer and Chief of Police, the Committee recommended that the Common Council approve the proposed changes.	
<b>Fiscal Note:</b> (check one) <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted	<b>Comments:</b>

An Ordinance revising the City of Baraboo Code of Ordinances §7.14 Traffic and Parking Regulations on and adjacent to school district grounds.

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

1. The City of Baraboo Code of Ordinances § 7.14 is revised as follows:

**7.14 TRAFFIC AND PARKING REGULATIONS ON AND ADJACENT TO SCHOOL DISTRICT GROUNDS**

(3) VEHICLE PARKING PROHIBITED AT SPECIFIED TIMES

(b) During the hours of 7:30 A.M. to 3:30 P.M. on school days, no person shall park, stop, or leave standing, whether attended or unattended, except school buses temporarily for the purpose of and while engaged in loading or unloading or in receiving or discharging passengers on the following streets.

2. The west side of Draper Street beginning at the intersection of Draper Street and 8<sup>th</sup> Avenue and thence north to the ~~south~~-northern most driveway leading to the Baraboo Middle School.

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

Mayor's Approval: \_\_\_\_\_

Clerk's Certification: \_\_\_\_\_

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the \_\_\_th day of \_\_\_\_\_ 2018 and is recorded on page \_\_\_ of volume \_\_\_.

City Clerk: \_\_\_\_\_



**TREASURER'S INVESTMENT TRANSACTION REPORT**

Aug-18

		Average Rate of Return on Current Deposits:			Benchmarks:	
		Avg Term				
<b>Total Receipts:</b>	3,238,448.60	General Funds:	6.3 M	1.55%	LGIP	2.00%
		Utility Funds:	13.4 M	1.16%		
<b>Total Disbursements:</b>	1,700,094.30	Segregated Funds:	26.2 M	1.75%	90-day T-bill:	2.13%
		Securities w/Dana	3.6 years	2.01%		
		All Funds:	10.9 M	1.44%	6M CD:	1.25%
		Liquid:	62%		12M CD:	1.76%
		Term:	38%		18M CD:	2.00%

**Policy Objectives:**

- Safety:     ▪ \$3,000,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.
- Liquidity:   ▪ Nothing new to report
- Yield:       ▪ Continuing to transition money to higher yielding investments, Utilities are considering moving some \$ to LGIP

**TRANSACTIONS**

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Da	Rate	Amount	Interest
(1)	Reinvest	CD	Sewer Equipment	BWD		155424	18 Mo	8/14/2018	1.10%	160,000.00	Reinvested
				CFB		1800189	12 Mo	8/17/2019	2.25%	162,642.37	Reinvested

Comments:

**INVESTMENT ADVISOR TRANSACTIONS**

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Da	Yield to Worst Yield - Maturity	Amount	Interest
	WITHDRAW	CASH	Library Building Funds					8/29/2018		\$150,000.00	

Comments: Moved to LGIP for liquidity - Architect fees

**Baraboo Fire Department  
Monthly Report - August 2018**

Incident Responses	August	Year to Date	Totals	Year to Date	Percentage
	2018	2017	2017	2018	Increase/Decrease
Fire, Other	1	2	2	3	
Building Fire	1	7	12	9	33 Fire 13.15%
Fire in Mobile Home used as a Fixed Structure	0	0	0	0	62 Rescue 24.70%
Fire in Structures other than Building	0	0	0	0	9 Haz Mat 3.59%
Cooking Fire	0	5	6	6	41 Alarm 16.33%
Chimney Fire	0	1	1	4	85 Other 33.86%
Vehicle Fire	0	2	2	2	21 Mutual Aid 8.37%
Wildland Fire	0	3	3	5	
Trash or Rubbish Fire Contained	0	1	1	0	
Outside Rubbish, Trash or Waste Fire	0	0	3	2	33 Fire 8.66%
Dumpster or other Trash Receptacle Fire	0	2	3	1	125 Rescue 32.81%
Outside Storage Fire	0	0	0	0	17 Haz Mat 4.46%
Outside Gas or Vapor Combustion Explosion	0	0	0	1	60 Alarm 15.75%
Medical Assist	2	17	31	22	133 Other 34.91%
Vehicle Crash	4	58	77	26	13 Mutual Aid 3.41%
Motor vehicle/pedestrian crash	0	1	1	0	
Search for Person on Land	0	1	1	0	
Extrication of Victim(s) from Building/Structure	0	0	0	0	
Extrication from Vehicles	1	4	5	4	
Extrication, Other	0	2	2	0	
Elevator Rescue	0	1	1	2	
Water/Ice Rescue	0	0	0	4	
High Angle Rescue	0	4	7	4	
Hazardous Material	1	8	15	6	
Carbon Monoxide Incident	1	0	2	3	
Hazardous Call, Other	2	18	26	10	
Vehicle Accident - General Cleanup	1	2	3	5	
Animal Rescue	0	0	0	1	
Water Problem, Other	0	0	0	0	
Smoke or Odor Removal	0	1	1	0	
Sevice Call, Other	0	0	1	1	
Lock-out	0	0	0	0	
Assist Police	0	3	6	2	
Public Service	0	17	18	3	
Unauthorized Burning	1	1	4	2	
Authorized Burning	0	2	4	1	
Good Intent Call	3	20	34	31	
Dispatched/Cancelled	2	20	31	27	
Wrong Location	0	0	0	0	
Smoke Scare, Odor of Smoke	0	2	2	0	
Steam, Vapor, Fog or Dust thought to be Smoke	0	3	3	1	
Malicious Alarm	0	2	4	1	
Bomb Threat	0	0	0	0	
Alarm	9	26	38	33	
Carbon Monoxide Alarm	3	13	18	7	
Lightning Strike	0	0	0	0	
Severe Weather Standby	1	0	0	1	
Mutual Aid - City	4	5	10	15	
Mutual Aid - Rural	0	3	3	6	
<b>Totals</b>	<b>37</b>	<b>257</b>	<b>381</b>	<b>251</b>	<b>-2.33%</b>

**Exposure Fires  
Total Incidents**

Incident Responses by Municipality	Total Incidents	Percent	Totals	Year to Date
City of Baraboo	21	56.76%	143	56.97%
Village of West Baraboo	3	8.11%	8	3.19%
Town of Baraboo	5	13.51%	53	21.12%
Town of Fairfield	1	2.70%	7	2.79%
Town of Greenfield	3	8.11%	16	6.37%
Town of Sumpter	0	0.00%	3	1.20%
Mutual Aid - City	4	10.81%	15	5.98%
Mutual Aid - Rural	0	0.00%	6	2.39%
<b>Totals</b>	<b>37</b>	<b>100.00%</b>	<b>251</b>	<b>100.00%</b>

**Baraboo Fire Department  
Monthly Report - August 2018**

<b>Fire Inspections</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec</b>
City of Baraboo	38	3	1	35	113	141	36	36				
Village of West Baraboo	11	46	64	21	1	0	3	7				
Town of Baraboo	0	0	0	0	0	2	0	12				
Town of Fairfield	2	1	0	0	0	0	0	0				
Town of Greenfield	1	0	0	0	0	0	1	3				
Town of Sumpter	0	0	0	0	0	0	0	1				
<b>Totals</b>	<b>52</b>	<b>50</b>	<b>65</b>	<b>56</b>	<b>114</b>	<b>143</b>	<b>40</b>	<b>59</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
								<b>Total Inspections Year to Date</b>				<b>579</b>

<b>Fire Prevention Education - Current Month</b>	<b>Number of Activities</b>	<b>Number of Adults</b>	<b>Number of Children</b>	<b>Total Participants</b>	
Fire Extinguisher and Fire Safety Training	0	0	0	0	
Fire Safety Presentations	3	11	37	48	
Fire Safety House Training	0	0	0	0	
Other (Open House)	0	0	0	0	
<b>Grand Totals</b>	<b>3</b>	<b>11</b>	<b>37</b>	<b>48</b>	
			<b>Total Fire Safety Contacts Year to Date</b>		<b>1914</b>

	<b>Number of Smoke Alarms</b>	<b>Number of CO Alarms</b>	<b>Total</b>
Install Smoke and Carbon Monoxide Alarms	0	0	0
			<b>22 Year to Date Total</b>

**Members Present:** Petty, Sloan, Thurow

**Absent:**

**Others Present:** Mayor Palm, E. Geick, E. Truman, B. Zeman, C. Haggard, K. Stieve, Chief Schauf, Ben Bromley

**Call Meeting to Order** – Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of August 28, 2018. Motion carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

**Action Items**

- a) **Accounts Payable in the amount of \$361,219.94.**
- b) **Exemption from County Library Tax for 2019.**

Moved by Sloan, seconded by Thurow to recommend both the accounts payable and the exemption from the County Library Tax to council for approval. Motion carried unanimously.

**Discussion Items**

- a) **Elected Officials Compensation** – The Committee reviewed comparisons of Elected Officials for surrounding local municipalities. Staff will research the possibility of offering health insurance to Elected Officials at no cost to the City.
- b) **Discussion of FY 2019 Staffing ideas** – Information was presented to the Committee regarding staffing ideas for the following positions:
  - 1) Human Resource position or Deputy Administrator/Human Resource
  - 2) Fire Department Staffing
  - 3) IT Staffing
  - 4) Municipal Court
  - 5) Administrative Intern
- c) **City Attorney’s report on insurance claims** – Atty Truman reported that 2 claims are closed at this time. One claim is for an allegation that the City damaged a driveway. City staff will repair the driveway within the next few weeks. The other claim was for reimbursement to replace numbers on a mailbox and this claim is denied.

**Adjournment** – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:44pm.

Brenda Zeman, City Clerk

**Monday, January 29, 2018**

**Minutes of:**

**Special Meeting of the Baraboo City Council, Baraboo Economic Development Commission (BEDC), Community Development Authority (CDA) and Baraboo Plan Commission**

**Location:** Baraboo Civic Center, Room 12, 124 2<sup>nd</sup> Street, Baraboo, WI

**Council Members Present:** Wedekind, Kolb, Plautz, Alt, Zolper and Thurow

**BEDC Members Present:** Alt, Ayar, Bingle, Johnson, and Reppen

**CDA Members Present:** Fordham

**Plan Members Present:** Palm, Kolb, Thurow, Wedekind, and O'Neill

**Others Present:** K. Stieve, T. Pinion, B. Bromley, Jim-SCDC

Meeting is informational only.

Mayor Palm called the meeting to order at 6:00pm.

Roll call of City Council was taken.

Discussion of the following topics took place:

1. Development during last 20 years;
2. Worker housing at 80% of average income for Sauk County;
3. Current needs - What type of housing is needed;
4. TIF;
5. Credit, what is available;
6. Homelessness in area.

Adjournment:

Moved by Kolb, seconded by Palm, and carried to adjourn at 7:13pm.

Meeting Minutes Submitted by:

Ed Geick, City Administrator

Present: Alderpersons John Alt and Michael Zolper  
Absent: Alderperson John Ellington  
Also Present: Mayor, Mike Palm; City Administrator, Attorney, Emily Truman; Police Chief, Mark Schauf; Finance Director, Cynthia Haggard and City Clerk, Brenda Zeman

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

Moved by Zolper to approve the minutes of August 10, 2018, seconded by Alt and unanimously carried.

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

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

Zolper began with stating that after reading through everything and looking at the requirements for a mechanical cover, he would only approve a pool cover that meets the designation of the standards set by American Society for Testing and Materials (ASTM). Which also includes guidelines for locking. Alt added that there was no clear direction when reviewing case law that went as far as the Court of Appeals in Minnesota. Truman stated the decision to change the City Code is truly a policy decision. The Committee can take into consideration the concerns given by the Police Chief about safety concerns in doing away with the fence. The Committee can also take into consideration the recommendations given by ASTM and how other communities have reacted. Alt sought confirmation that the current fence minimum is 5'. Truman confirmed. Alt pointed out that kids can get over 5' fences if they really wanted to, and gates can be left unlocked. Alt concluded that he had no issue with the pool cover as long as it meets the ASTM standards. Zolper added that the homeowners will be delegated by their homeowners insurance.

Truman summarized her understanding: The Committee would like the Ordinance to change to allow the homeowner the option of either a fence or a pool cover - as long as it meets the ASTM standards. Zolper inquired of Truman: If ASTM revises their standards, is there a way the Committee will be notified to see if the Committee is still in agreement with it? Zolper noted that he currently agrees with the standard. If the standard lessens in the future, he may not be in agreement with it. Truman offered to write into the revised Ordinance that it be applicable only to the current standard.

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

Tavern Operator License Appeal for Jami Olson – Review and Recommendation to Common Council.

Chief Schauf began by stating Ms. Olson was present. The Code requires automatic denial based on a conviction 18 years ago. The conviction was for a marijuana charge – which nowadays is changing in this Country. The application was denied at the first level and is now referred to the Committee for review or conditional license. Chief Schauf added that there was nothing in her past subsequent to the conviction causing him concern. Alt added that her employer knows about the conviction and understands.

Motion by Zolper to recommend approving a Conditional Operator's License to Jami Olson, seconded by Alt and unanimously carried.

Member comments

The next meeting will be October 1, 2018 at 12:00PM CDT. Meeting location will be 101 South Boulevard. Moved by Zolper to adjourn, seconded by Alt and unanimously carried. Meeting adjourned at 12:09PM CDT.

Respectfully submitted,  
Cynthia Haggard, Finance Director

## Minutes of Plan Commission Meeting August 21, 2018

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

**Roll Call** – Present were Phil Wedekind, Pat Liston, Jim O’Neill, Tom Kolb, Kate Fitzwilliams, and Roy Franzen. Dennis Thurow was absent.

Also in attendance were Administrator Geick, Tom Pinion, Attorney Truman, Bekah Hargraves, Jacob Kufner, and Dale Harding.

### **Call to Order**

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was moved by Kolb, seconded by Franzen to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by Liston, seconded by Kolb to approve the minutes of the July 31, 2018 meeting. Motion carried unanimously.

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

### **New Business**

- a. Consideration of a request to rezone the 5.3-acre parcel on the north side of South Blvd. in the SE¼ of the NW¼ of Section 3, T11N, R6E, located at 1420 South Blvd. and formerly occupied by the Honey Boy Mobile Home Park, from MH-P, Mobile Home Park to a B-3, Highway Oriented Business zoning classification by Bruce Braithwaite – Dale Harding, former manager of the mobile park introduced himself to the Commission. Engineer Pinion presented background. Harding said that demolition could not start until the end of July; it has now started and will continue until all trailers are gone. Liston moved to pass on to the Council with a positive recommendation to rezone the property to B-3 as requested. Franzen seconded the motion. Kolb asked Harding for a timeline. Harding said that by the end of the month, the west side would be cleaned out, and they would then start on the east side. He said that they would have to leave Lot 1 until the property is sold because the main water comes underneath that trailer. Pinion asked if that trailer would be occupied or unoccupied. Harding said that they would be given notice at the first of the month to be out by the end of September. O’Neill asked to add the provision that the rezoning of the property not take place until the property is vacant. Attorney Truman said that this could make things complicated. She said that if they did not comply, it could shift the burden on to the City to make sure compliance is met. She agrees with Liston that the owners have made good progress. Kolb asked if the City could take enforcement action. Truman answered in the affirmative; however, the practicality that happens with an enforcement action is that the City would end up paying out of pocket and try to collect on the back end, which would make things more complicated. O’Neill dropped with consideration. On roll call for the motion, Ayes – Franzen, Liston, O’Neill, Kolb, Fitzwilliams, and Wedekind. Nay – 0, motion carried 6-0.
- b. Consideration of a request to rezone the 2-acre parcel on the west side of Vine Street in the NE¼ of the SE¼ of Section 2, T11N, R6E, located at 729 Vine, from R-1A Single Family Residential to NRO Neighborhood Residential Office classification by Rabeka Hargraves and Jordan Darrow to allow the operation of a beauty shop in the existing single-family residence – Rabeka Hargraves, 729 Vine Street introduced herself to the Commission. Pinion said that there are two definitions in the zoning code that regulate what he will call home-based businesses. He stated one of them is a home occupation, and the other is a professional home office. When the definition of these two uses are read they describe the type of uses allowed in those definitions, but the definitions also contain a list of specific prohibited uses under either definition, either instance, barber shops, and beauty parlors are prohibited. Therefore, in a residentially zoned district there is no way to do it, unless the zoning code is changed. He said that if it rezoned to a Neighborhood Residential Office District, which is one that was a unique district created in 2000 then there is an opportunity for the homeowner to include personal or professional services as a conditional use with that NRO zoning. The definition of personal or professional services among other things includes barbershops and beauty salons. He said that Hargraves and Darrow own a home where there was a seal-coating business run out of it, so the basement is equipped for it, there is access, and off-street parking. Kolb asked if this zoning could be confined to just this one home, Pinion answered in the affirmative. Kolb asked Hargraves it would be just be one chair, and if she had any intentions of expanding. She said that she would be the only person, and she has no intentions of expanding. Kolb said that it is a big enough lot on a dead end street; he sees no problem doing this. Kolb moved to recommend rezoning this property to NRO as requested. Liston seconded the motion. On roll call vote for the motion, Ayes – Liston, O’Neill, Kolb, Fitzwilliams, Wedekind, and Franzen. Nay – 0, motion carried 6-0.
- c. Review a one lot Certified Survey Map for a fractional part of the NW¼ of the NE¼ and a fractional part of the NE¼ of the NW¼ of 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin located at 324 Lynn Avenue for Jacob Kufner –

Jacob Kufner, 324 Lynn Avenue introduced himself to the Commission. Pinion said that Kufner currently owns two separate tax parcels, which neither could be sold independently. He said that the house straddles the parcel line between them. It was moved by Liston, seconded by O'Neill to approve the CSM as presented. On roll vote for the motion, Ayes – O'Neill, Kolb, Fitzwilliams, Wedekind, Franzen, and Liston. Nay – 0, motion carried 6-0.

- d. Discussion and possible recommendation to eliminate certain Conditional Uses in the Zoning Code – Liston said that he understands that the Mayor has appointed an AdHoc Committee to study this issue and is wondering why it is in front of Plan, given the fact that a Committee has already been appointed to look at the issue and make recommendations on the issue. He said it seems to him that the more people that look at an issue, the more confusing it becomes. He feels that this issue should move forward with the appointment Committee without the Commission's involvement. Kolb feels that one of the issues on the overlay district is quite different than looking at the entire City and the zoning structure. He said that longer the City waits on a conditional use overlay district, the more requests the City will have. He prefers to get the issue moving. Liston said that he does not see the Mayor letting this move forward, without the recommendation of the AdHoc Committee, regardless of what the Commission does. Pinion believes that part of the agenda for tomorrow's night meeting of the AdHoc Committee is to define their purpose. He said the Mayor has expressed an interest in a total rewrite of Chapter 17, entire zoning code. He said this was presented last month for informational purposes, if the Commission has a concern about the future of the overlay district, along the river corridor and South Blvd., and truly wants to prevent certain uses during the interim, this is the quickest and most effective way to do so, within the confines of that boundary. He said he does not think it runs counter to the Mayor's effort to have the AdHoc Committee involved in providing input and advice during the rewrite of the entire zoning code. However, if the Commission is not concerned about other applications popping up and getting something that is not wanted in this corridor, then this is an exercise to be taken. Truman said that it is her understanding that the reason this is on the Commission's agenda is for this very minute portion of the zoning code, just the conditional use overlay district, with a possible recommendation to the Council. Liston asked what the ramifications if the Commission did away with conditional uses in the overlay district. Pinion said that there might be some that the Commission would want. He said that every single use, whether it is a permitted use, or conditional use in the underlying zoning district is regulated as a conditional use. He said that is did not include anything that was listed as a permitted use, only the conditional uses in the underlying district. Pinion said the way it is drafted, the ones that would survive would be prohibited, and the ones that the Commission would take off the list would be allowed as a conditional use. The Commission then went through the list one by one, with the following result:

**17.36C CONDITIONAL USE OVERLAY DISTRICT.** (2252 04/10/07) A conditional use overlay district, within which all permitted and conditional uses for the underlying zoning district become conditional uses, is created with the following boundaries: (description intentionally omitted).

(1) **PROHIBITED USES** (regardless of underlying zoning classification):

- a. Agricultural chemical manufacturing or processing plants, distribution facilities handling predominantly agricultural chemicals, storage facilities handling predominantly agricultural chemicals or bulk sale facilities – **LEAVE ON LIST**
- b. Agricultural services – **Kolb asked for definition. He asked if this were allowed, he would like it defined. Pinion said that he would define it, as someone would hire, not necessarily retail sales of agricultural products. – LEAVE ON LIST (DEFINE).**
- c. Amusement and recreation services – **Pinion said it is a service, not necessarily retail sales. He said each use is not defined in the zoning code; therefore, it is up to the Zoning Administrator and staff to interpret. O'Neill asked is amusement and recreation service include a water park. Pinion said that would be lodging and a recreation facility. He would think an amusement service is one that would provide pinball games, and digital games. LEAVE ON LIST (DEFINE)**
- d. Animal shelters – **LEAVE ON LIST**
- e. Asphalt products manufacturing or processing plants – **LEAVE ON LIST**
- f. Automobile car washes – **LEAVE OF LIST**
- g. Automobile sales establishments – **Franzen said that people that want to sell cars want to be on the main entryway. Pinion asked if the Commission wants to make a distinction between used or new auto sales. The Commission did not want to make the distinction. LEAVE ON LIST, the existing ones are grandfathered.**
- h. Automobile service stations – **LEAVE ON LIST**
- i. Automotive, implement and recreation vehicle sales – **LEAVE ON LIST**
- j. Blacksmith shops – **LEAVE ON LIST (DEFINE). Geick asked if blacksmith shops would include tool and die. Truman said that it is not defined; therefore, it is the plain meaning in the dictionary then yes.**
- k. Boarding houses – **LEAVE ON LIST.**
- l. Building supplies – **LEAVE ON LIST.**
- m. Bulk building products manufacturing or processing plants involving bio-hazardous components – **LEAVE ON LIST.**
- n. Bus depots – **LEAVE ON LIST (DEFINE). Geick asked if this would prohibit trolley operations for tourism.**
- o. Campgrounds – **LEAVE ON LIST.**
- p. Cemeteries – **LEAVE ON LIST.**
- q. Communication Towers - **LEAVE ON LIST. Truman said the Commission could leave this on the list and then add exception for unless otherwise prohibited by State Statues. She said also, exclude for personal use, or personal business use.**
- r. Cultivation – **LEAVE ON LIST.**
- s. Contractors-building construction **LEAVE ON LIST. Contractors that specialize in building construction. Truman said the Commission is saying that they would like to keep this prohibited, with the exception of a showroom or an office, as long as it is contained internally, and nothing outside.**
- t. Dry cleaning establishments – **LEAVE ON LIST.**
- u. Electronic circuit assembly plants **LEAVE ON LIST.**
- v. Electroplating plants – **LEAVE ON LIST.**

- w. Exterminating shops – **LEAVE ON LIST.**
- x. Feed lots – **LEAVE ON LIST.**
- y. Foundries and forge plants – **LEAVE ON LIST.**
- z. Fraternities and sororities – **LEAVE ON LIST.**
- aa. Garages -- for repair and servicing of motor vehicles, including body repair, painting or engine rebuilding – **LEAVE ON LIST.**
- bb. Garden supplies – **LEAVE ON LIST (DEFINE).** Truman said that she is hearing that the Commission is saying it would be an okay use, along as there was no outside storage. Pinion said that garden supplies in in broadest sense could be statutes, fountains. Truman said that it could also be lawn mowers, small engines. Kolb said to eliminate outside storage such as compost, mulch, etc.
- cc. Grazing of livestock – **LEAVE ON LIST.**
- dd. Hazardous chemical manufacturing or processing plants, distribution facilities handling predominantly hazardous chemicals, storage facilities handling predominantly hazardous chemicals or bulk sale facilities **LEAVE ON LIST.**
- ee. Highway salt storage areas **LEAVE ON LIST**
- ff. Indoor Institutional – **Commission asked for definition. Pinion said it is not defined; however, institutional sort of go with incarceration. LEAVE ON LIST. Truman said she would suggest defining this better. She said that it sounds like everyone interprets this to be incarceration.**
- gg. Industrial liquid waste storage areas – **LEAVE ON LIST.**
- hh. Junkyards and auto graveyards – **LEAVE ON LIST.**
- ii. Landfills or facilities for the treatment, storage or disposal of waste – **LEAVE ON LIST**
- jj. Licensed Manufactured Home Parks – **LEAVE ON LIST.**
- kk. Meat and meat products manufacturers – **LEAVE ON LIST.**
- ll. Metal reduction and refinement plants – **LEAVE ON LIST.**
- mm. Mining operations (gravel pits) – **LEAVE ON LIST.**
- nn. Mobile home dealers – **LEAVE ON LIST.**
- oo. Motor and machinery service and assembly shops – **Pinion said small engine repair, etc. LEAVE ON LIST**
- pp. Non-Commercial community buildings for social gatherings, emergency shelters, laundry or similar common usage for a Manufacture Home Park community. – **LEAVE ON LIST.**
- qq. Paint products manufacturing – **LEAVE ON LIST.**
- rr. Parking lots not accessory to a principal structure – **LEAVE ON LSIT.**
- ss. Penal and correctional institutions **LEAVE ON LIST.**
- tt. Petroleum products storage or processing – **LEAVE ON LIST.**
- uu. Photography studios, including the developing of film and pictures – **REMOVE FROM LIST.**
- vv. Plastics manufacturing, other than molding operations and assembly operations – **LEAVE ON LIST.**
- ww. Printing and publishing establishments that use non-biodegradable inks and/or volatile organic compounds – **LEAVE ON LIST.**
- xx. Press Rooms – **LEAVE ON LIST.**
- yy. Pulp and paper manufacturing – **LEAVE ON LIST.**
- zz. Recreation and Utility trailer dealers – **LEAVE ON LIST.**
- aaa. Salvage Yards – **LEAVE ON LIST.**
- bbb. Selective cutting – **Pinion said that this is a thinning a plantation of pine trees, or selectively cutting, and removing trees from wooded land. – REMOVE FROM LIST.**
- ccc. Self-service storage facility – **LEAVE ON LIST.**
- ddd. Self-storage rental sheds – **LEAVE ON LIST.**
- eee. Service buildings normally accessory to the permitted use – **Pinion said that this would be an accessory building, no principal use conducted out of it. It would be a storage building. LEAVE ON LIST.**
- fff. Sexually oriented business as defined in Section 12.15. – **LEAVE ON LIST.**
- ggg. Storage buildings that serve an existing permitted use – **LEAVE ON LIST.**
- hhh. Trailer sales or rental establishments – **LEAVE ON LIST.**
- iii. Trucking terminals other than those used as on-site distribution centers – **LEAVE ON LIST.**
- jjj. Waste transfer stations – **LEAVE ON LIST.**
- kkk. Wholesale establishments – **This would be distributors selling to customers. LEAVE ON LIST.**
- lll. Any business or industry involved the above ground bulk storage of LP or propane gas – **LEAVE ON LIST.**
- mmm. All metal clad or cinder block buildings. – **LEAVE ON LIST.**
- nnn. All non-taxable or tax-exempt properties (i.e. churches, schools, day care centers, etc.) – **There was a brief discussion regarding daycare centers and churches. Commission decided to LEAVE ON LIST.**

Attorney Truman asked if there was anything not on the list that the Commission would like prohibited. It was stated that there probably is, and maybe the ADHoc Committee will find something. Pinion asked the Commission if they wanted to make a recommendation to the Council to amend the Zoning Code. It was moved by Liston, seconded by Kolb to recommend amending the Zoning Code with the Commission's recommendations. Motion carried unanimously.

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

Phil Wedekind, Mayor Designee

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

September 18, 2018 Members Present: T. Wickus, L. Steffes, S. Fay, B. Stelling

Member Absent: L Stanek

Call to Order: Chairman Wickus presided over the meeting, called it to order at 8:35 A.M., and noted compliance with the Open Meeting Law.

Minutes: Moved by, Fay seconded by Steffes, and unanimously carried to approve the minutes of the May. 31, 2018 meeting.

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

Old Business:

New Business: Moved by, Fay seconded by Stelling and unanimously carried to accept the 2019 Promotions budget as listed below:

\$3,000.00	Downtown Baraboo Light Parade
\$2,000.00	Downtown Baraboo Holiday Advertising
\$3,000.00	DBI Event Coordinator Support
\$1,500.00	Devils Lake Marketing
\$2,000.00	Farmers Market
\$8,500.00	Image Adv. Campaign
Total	\$20,500.00

Moved by, Fay seconded by Stelling and unanimously carried to contract for a 5 billboard campaign for the month of November 2018 In the amount of \$3,300.00 plus design services to create the billboard as well as creating a small ad campaign with WPR in the amount of \$800.00 before the end of 2018.

It was discussed to anticipate approximately a possible 5% increase in future promotions budgets going forward after 2019.

Adjournment: Moved by Stelling, seconded by Fay and unanimously carried to adjourn at 9:30 A.M.  
Respectfully submitted, Todd Wickus Promotions Chairperson

## Appearances Minutes March 13, 2018 Meeting

1. Call to Order. 8:20
2. Roll Call. Present: S. Fay, S. Byberg, and L. Steffes
3. Announce compliance with Open Meeting Law.
4. Adopt Minutes of September 18, 2017 Meeting. First: Fay Second: Byberg
5. Adopt Agenda. First Fay: Second: Byberg

## NEW BUSINESS

1. Review RFP plans for downtown 2018-19.
  - Motion made by Steffes to accept the bid from Gatehouse Gardens for Planters and Hanging Baskets for the 2018 season and Landscape Techniques for the Pole Decor. Second by Fay
2. Review 2018 extra plans.
  - Contact Display Sales about replacing lightbulbs in all of the holiday wreaths with warmer color bulbs. Group will have to get together to replace and fluff bulbs in the fall.
  - Sheila discussed the trees in downtown and will keep working on this initiative.
  - Bekah to order picks for planters from Cutting Edge Craftsmen and dog waste stations.

## COMMITTEE CHAIR AND MEMBER COMMENTS

- Need to talk to Ed about lightpole repairs in downtown and garbages.
- Will include the Marquee Tree on the RFP for 2019 and reminder to send it out for 2019 in January.

Motion to Adjourn: First: Fay Second: Byberg  
Meeting Concluded 9:15

BID Appearances Meeting: Meeting 9/17/18 @ 8:30 am at Bekah Kate's

\*Meeting began at 8:37am

Attended by: Bekah, Sarah, and Lacey

Adopted Minutes from 3/13/18 meeting (Sarah motioned, Lacey second)

Adopt agenda (Sarah motioned, Lacey second)

1. Review final budget spending to be done in 2018
  - Discussed awaiting final word from Landscape Techniques commitment to garland and DBI tree. Still have \$2500 budgeted for that project and DBI pays for tree on Ringling Marquee.
  - Spent remaining money in "Other" budget area on Dog Waste Stations, Metal Art picks for planters
    - Need to schedule gathering to change bulbs in wreaths and fluff bows.
    - New Bike Racks still not installed, Bekah did decide on possible locations.
    - Benches being repaired are still missing from downtown. Will need to repair a few more.
    - Holiday Window display contest to come out of Business Development for \$250 instead of Appearances.
  - Funding for BPAA for fixing up our garbage cans discussed. Will need to talk to BPAA to see where this project is at. Will need to address them next year regardless.
  -

2. Budget for 2019 : Motion to Approve Budget (Lacey motion, Sarah second)

APPEARANCE/BANNERS		2019				
HANGING FLOWERS AND BASKETS					\$7,400.00	
SPRING					\$800.00	
WINTER					\$975.00	
SUMMER					\$825.00	
Fall Décor					\$700.00	
FLAGS					\$300.00	
POLE DÉCOR					\$3,500.00	
Install Labor					\$1,000.00	
OTHER					\$3,000.00	
<b>APPEARANCE/BANNERS TOTAL</b>						<b>\$18,500.00</b>

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3. Long Range Plans:

2019

- Garbage Can in the Civic Center Parking Lot
- Parking Signs/Wayfinding Signs for Downtown Parking Lots
- Repair/Replace Garbages/Recycling Downtown

5 Year Plans:

- Trees in Downtown Baraboo
- Lights on Buildings
- Decorations for the Courthouse Lawn/Square for the Holidays.

Motion to Adjourn ( Sarah motioned, Lacey second)

\*Meeting concluded at 9:35am

Committee members: Sarah, Nicole, Sheila and Bekah (chairperson)



**BID Parking Committee Meeting Minutes**

**Date:** 9-13-2018

**Location:** The Jewelers Edge, 416 Oak Street Downtown Baraboo

The meeting was called to order at 8:34am and noted compliance with the Open Meeting Law

**Meeting Minutes:**

Moved by Zolper, second by Byberg and unanimously carried to adopt the minutes from the 9-19-2017 meeting

**Agenda:**

Moved by Byberg, second by Zolper and unanimously carried to approve the agenda as presented

I Review final budget spending to be done in 2018. Weed control was not done in spring by Landscape Techniques. Vern has a medical condition and will no longer be doing it. Laurie is licensed to do it. Amount quoted was approximately \$945.00, a 15% increase from prior year. Discussion ensued to obtain bids from other companies to see how the price compares. Weed removal for fall has been postponed

II Based on the increase quoted by Landscape Techniques, the committee determined the budget of \$1500.00 is not adequate. A motion was made by Zolper, second by Byberg to ask for more funds to put parking budget at \$2000.00 at the BID budget meeting on 9-19-2018

III Discussion on the receptacle badly needed at the upper civic center lot was discussed. Originally this was going to fall under the Appearance Committee budget. More discussion needed.

IIII Discussion of wayfinding signs was also presented. Appearance Committee will head up this project once the branding committee has decided on a logo

**\*\*\*\*\*2019 Budget and Projected Expenses\*\*\*\*\***

	2019	2020	2021	2022	2023	2024
Spring Weed Removal	\$945	\$1039.00	\$1091.00	\$1146.00	\$1203.00	\$1323.00
Fall Weed Removal	\$945.00	\$1039.00	\$1091.00	\$1146.00	\$1203.00	\$1323.00
Other	\$110.00	\$115.50	\$121.28	\$127.33	\$133.70	\$140.39
<b>Parking Total</b>	<b>\$2000.00</b>	<b>\$2193.50</b>	<b>\$2303.28</b>	<b>\$2419.33</b>	<b>\$2539.70</b>	<b>\$2786.39</b>

**Approval of Budget:** A motion was made by Zolper to approve the 2019 proposed budget. Second by Byberg. Unanimously carried

A motion to adjourn was made by Byberg, second by Zolper. Meeting adjourned at 9:19am

Respectfully submitted by:

Sarah Fay, Parking Lot Committee Chairperson

## Minutes of Zoning Ad-Hoc Committee Meeting August 22, 2018 at 5:30PM

**Call to Order** – Mayor Mike Palm called the meeting of the Commission to order at 5:30 PM.

**Roll Call** – Present were Nanci Cafilisch, Tom Kolb, Michael Zolper, Kelsey McDermott

Also in attendance were Tom Pinion, Mark Schauf, Attorney Emily Truman.

### **1. Call to Order**

- a. Roll Call of Membership.
- b. Note compliance with the Open Meeting Law. Palm noted compliance with the Open Meeting Law.
- c. Agenda Approval: It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the agenda as posted. Motion carried unanimously.

### **2. Appearances/Presentations**

- a. Mayor Palm welcomed committee. Some revisions have been made to the Zoning Ordinance over the last several years. The reason that we are looking at it right now is because of some State Legislative changes to how we can utilize Conditional Use. Tonight as part of the opening discussion you will hear from Tom and Emily how we did handle Conditional Use permits in the past with the restrictions from the State and how that has affected us. We need to review the language of the Zoning Ordinance. We appreciate that you are here and you were picked because we felt you had a lot to contribute to this Ad-Hoc Committee.

There will be two parts to this meeting:

First part will address our Conditional Use Permit process and what we need to do to our Zoning Ordinance.

Secondly, down the road are there other areas of the Zoning Ordinance that we might want to take a look at. From here it goes to Plan Commission, then to Council, Public Hearing, this is the process to make any changes. With that all said I will take this to our first Action Item of selecting a Committee Chairperson and I will then hand the meeting over to that person. With that I would open the floor to anyone that wishes to nominate anyone.

### **3. Action Items**

- a. Discussion among Members. Gil Gerdman was nominated (Gil was not present). Palm asked if there were any other nominations. Hearing no other nominations, moved by Kolb, seconded by Pinion to nominate Gil Gerdman, by unanimous consent. Secretary nomination, Palm asked if anyone is interested. Kelsey McDermott nominated herself. Moved by Kolb, seconded by Zolper hearing no other nominations and to nominate Kelsey McDermott as Secretary, by unanimous consent.
- b. Discussion on date and times lead by Palm. If the Committee would consider meeting prior to Plan Commission meetings. Kolb asked if meetings would be monthly. Palm said it would be up to the Committee. Nanci Cafilisch asked how many meetings it would take to accomplish what we need to accomplish. Palm answered that 45-60 days would be good to make the necessary changes. Kolb added that looking at the entire Zoning Code would take a year to year and a half. Palm added that Committee would just be looking at the Conditional Use right now. The second part is the entire Zoning Code. City staff will give us a broad outline. Cafilisch said she has a hard time believing that after just one meeting Committee could give a recommendation. A red-lined document would be important. One meeting a month. Wednesday, September 26<sup>th</sup> at 5:30PM was decided by Committee for next meeting.

**4. Information Items**

- a. Discussion of goals of the Committee and topics for discussion.
- b. Review of Conditional Use - Tom Pinion discussed in greater detail with Committee Members. Chief Schauf added that the Code affects possibly unwanted businesses also. Attorney Truman added that she will make sure Committee stays on course. Staff at City are a resource for Committee's use. Chapters 17.20 to 17.36 are what need to be reviewed. Next meeting come with questions, recommendations.

**Next Meeting** – Wednesday, September 26, 2018 at 5:30PM

**Adjournment** - It was moved by Kolb, seconded by Caflisch to adjourn at 6:18 p.m. The motion carried unanimously.

Mike Palm, Mayor