



CITY OF BARABOO COMMON COUNCIL AGENDA
Council Chambers, 101 South Blvd., Baraboo, Wisconsin
Tuesday, May 28, 2019, 7:00 P.M.

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

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

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

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

1. **CALL TO ORDER**

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

3. **APPROVAL OF PREVIOUS MINUTES** (*Voice Vote*): May 14, 2019

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

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

6. **PRESENTATIONS** - Jessica Bergin, Library Director will present the Library Expansion Proposal and Timeline.

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

8. **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.*)

9. **MAYOR'S BUSINESS**

- The Mayor will congratulate Patrol Officer Jonathan Connely on his 10th Anniversary with the Baraboo Police Department.
- The Mayor will read the 2019 National Senior Health & Fitness Day Proclamation.
- Council & Department Heads Goal Setting Meeting on Wednesday, July 10, 2019 at 5:30pm.

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

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

CA-2...Appoint Greg Manson to the Baraboo Economic Development Commission (BEDC). Re-Appoint Musa Ayar to the Baraboo Economic Development Commission (BEDC). Both BEDC appointments will serve until February 28, 2022.

11. **NEW BUSINESS - RESOLUTIONS**

NBR-1...Approve Street Improvement Project bids from Gerke Excavating Inc. for Lake Street and Washington Avenue reconstructions, D.L. Gasser for Broadway Mill & Overlay.

NBR-2...Approve Vintage Condominium plat located on the north side of Inverness Terrace Court, east of Walnut Street.

NBR-3... Approve accepting grant agreement accepting federal monies available under the Wisconsin Community Development Block Grant (CDBG) program for reconstruction of Lake Street from Walnut Street to Springbrook Drive in an amount up to \$799,527.67.

NBR-4... Approve the First Amendment to the Cell Tower Lease Agreement between the City and American Tower Corporation for the cell tower located on the Jackson Farm.

12. **ORDINANCES ON 2ND READING**

SRO-1... Revise §7.02(2)(b)2, the Official Traffic Map of the Baraboo Municipal Code to provide for designated parking stalls to be used by persons with a disability that limits or impairs the ability to walk on the north side of the 200 block of 4th Avenue.

SRO-2... Amend §§7.02(2)(b) and 7.03(3) of the Baraboo Municipal Code thereby providing that all traffic approaching the intersection of 5th & Oak come to a complete stop.

SRO-3... Create §7.09(3) of the Baraboo Municipal Code relating to a Limited Time Parking on 4th Avenue, from Broadway to Birch Street.

SRO-4... Amend §9.03 of the Baraboo Municipal Code relating to Throwing or Shooting of Arrows, Stones, and Other Missiles.

SRO-5... Amend §1.10 of the Baraboo Municipal Code relating to the Office of the City Administrator. *(Note: Please refer to the City Attorney's Memo regarding the possibility of a motion being made to amend the ordinance to include the language that was inadvertently left out at the last Council meeting.)*

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

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

- **Reports:** April, 2019 - Treasurer, & Fire Department

- **Minutes from the Following Meetings:**

Copies of these meeting minutes are included in your packet:

Finance/Personnel	5-14-19	BEDC	5-2-19
Ambulance	4-17-19		

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

Public Arts	4-25-19	Emergency Management	4-24-19
PFC	4-15-19, 4-18-19, 4-22-19, 4-30-19, 4-8-19	CDA	5-7-19

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

15. **ADJOURNMENT** *(Voice Vote)*

Brenda Zeman, City Clerk

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

May

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
	Memorial Day CITY OFFICES CLOSED	Finance Council	Ambulance	Public Arts		

June 2019

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

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

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, May 14, 2019 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

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

Others Present: Chief Schauf, Clerk Zeman, Adm. Geick, Atty. Truman, C. Haggard, T. Pinion, K. Stieve, J. Bergin, C. Kipp, Brendon Meyer, Ian Carroll, Dr. M. Mendoza, Mitchell Burri, Ben Bromley, members of the press and others.

The Pledge of Allegiance was given.

Moved by Kolb, seconded by Wedekind and carried to approve the minutes of April 23, 2019.

Mayor Palm noted that the GEM Award will be presented to Jay Smith on June 11, 2019 not tonight as indicated on the agenda. Moved by Petty, seconded by Ellington and carried to approve the amended agenda.

Compliance with the Open Meeting Law was noted.

PRESENTATION – None.

PUBLIC HEARING – None.

PUBLIC INVITED TO SPEAK – Ben Bromley, 1009 Connie Road, West Baraboo, addressed the Council to make sure everyone knew this would be the last Council meeting he would be covering as a reporter for the Baraboo News Republic. Starting next week he will be working for the Baraboo Area Chamber of Commerce. He notes that it has been a pleasure working with everyone and appreciates the helpfulness and openness of the staff and elected officials.

MAYOR'S COMMENTS –

- The Mayor read the National Public Works Week Proclamation.
- The Mayor congratulated the following Police Department staff on their anniversaries:
 - Detective David Frie on his 15th Anniversary
 - Patrol Officer Brandon Vrchota on his 10th Anniversary
- The Mayor read the Police Week Proclamation
 - Chief Schauf presented a Citizen Award to Dr. M. Mendoza for his outgoing efforts in assisting on an emergency call at Walmart where a young child, who did not speak English, had gotten their arm stuck. Dr. Mendoza was able to calm the child and assist in freeing their arm.
 - Chief Schauf presented a Citizen Award to Mitchell Burri for his assistance in capturing a disruptive subject who was involved in a bar fight and had fled on foot from responding officers.
 - Chief Schauf presented a Business Award to Belco Vehicle Solutions for their outstanding customer service to the Baraboo Police Department. Their dedication has saved the Police Department both time and money
 - The Oath of Office was administered to Police Officers #232 Brendon Meyer and #204 Ian Carroll. Officer Meyer's mother, Shelly, pinned him with his badge and Officer Carroll's wife, Kortnee, pinned him with his badge.

CONSENT AGENDA**Resolution No. 19-26**

THAT the Accounts Payable, in the amount of \$1,903,764.50 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 19-27

THAT, Tim Stieve and Joel Petty be re-appointed to the Baraboo District Ambulance Commission serving until April 20, 2021.

THAT, Phillip Zolper be appointed to the Library Board to fill the unexpired term of Jennifer Watts serving until June 30, 2020.

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

NEW BUSINESS**Resolutions:****Resolution No. 19-28**

The Common Council grants a special exemption to Sally Wehler allowing her to keep three dogs in her residence until one of the three dogs passes, after which time she will be allowed to keep no more than two dogs in her residence. The exemption also requires Ms. Wehler to remain in compliance with §12.12(12) of the Baraboo Municipal Code for the duration of the time the three dogs are kept in the residence.

Moved by Alt, seconded by Ellington and carried that **Resolution No. 19-28** be approved-9 ayes.

Resolution No. 19-29

RESOLVED by the City Council that pursuant to the provisions of Wis. Stat. SS 40.51 (7) hereby determines to continue in the Wisconsin Public Employers (WPE) Group Health Insurance program that is offered to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144)

We will continue to participate in the program option in which we are currently enrolled. If we wish to elect a new program option for 2020 we will file a separate resolution to do so.

All participants in the WPE Group Health Insurance program need to be enrolled in a program option. Individual employees cannot choose between program options.

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the Board to provide such Group Health Insurance.

Moved by Kolb, seconded by Wedekind and carried that **Resolution No. 19-29** be approved-9 ayes.

Resolution No. 19-30

That the Proposal for Asbestos Abatement at 314 Depot Street from Dirty Ducts Cleaning and Environmental, Inc., in the amount of \$10,855.00, is hereby accepted and all other bids are rejected.

Moved by Ellington, seconded by Alt and carried that **Resolution No. 19-30** be approved-9 ayes.

Resolution No. 19-31

The City hereby declares the alley as described below as a public alley and hereby accepts the Quit Claim Deeds from seventeen adjoining property owners to the City.

**Legal Description for Public Alley
(From 2nd to 4th Street between Elizabeth and Camp Streets)**

A 20-foot wide strip of land located in the SE 1/4 of the SW 1/4 of Section 36, T12N, R6E, in the City of Baraboo, Sauk County, Wisconsin, centered about the line described as follows:

Commencing 137.5 feet west of the southeast corner of Lot 12 of Block 1 of Litchfield's Addition to the City of Baraboo, thence north approximately 594 feet to a point on the north line of Lot 20 of Block 1 of Litchfield's Addition to the City of Baraboo 138 feet west of the northeast corner of said Lot 20.

Moved by Wedekind, seconded by Kolb and carried that **Resolution No. 19-31** be approved-9 ayes.

Resolution No. 19-32

THAT, the Mayor and City Clerk are authorized to sign the Agreement for Automatic Assistance City of Baraboo Fire Department and Delton Fire Department.

FURTHER, the Mayor and City Clerk are authorized to sign the corresponding Memorandum of Understanding for Automatic Assistance between City of Baraboo Fire Department and Delton Fire Department.

Moved by Kolb, seconded by Wedekind and carried that **Resolution No. 19-32** be approved-9 ayes.

Resolution No. 19-33

WHEREAS, several years ago, the Baraboo Public Library ("Library") and the First United Methodist Church ("Church") of Baraboo entered into an Option Agreement allowing the Library the option of purchasing land owned by the Church for the purposes of library expansion, with the following legal description, **THE WESTERLY 30' OF LOT 10, BLOCK 21, CITY OF BARABOO, FORMERLY KNOWN AS ADAMS, SAUK COUNTY, WISCONSIN** ("Property"), and

WHEREAS, after recent negotiations between the Library and the Church, the Church has agreed to sell the Property to the Library for the amount of \$45,000.00, contingent only upon being allowed to continue to use the garage currently located on the Property and being allowed to store snow on the Property, and

WHEREAS, the Property being sold is a part of a City parcel and not an entire parcel, and therefore can only be owned by an adjacent land owner which, in this case, is the City of Baraboo, and

WHEREAS, the money for the purchase of the Property will come from the Library's Building Fund and will not have a fiscal impact on the City of Baraboo.

NOW, THEREFORE, be it resolved by the Common Council of the City of Baraboo, Sauk County, Wisconsin, that contingent upon the Library Board approving the Offer to Purchase the Property, the City will submit an Offer to Purchase the Property to the Church and, should the Church accept the Offer to Purchase, the payment shall come from the Library’s Building Fund and the land shall be titled in the name of the City of Baraboo.

Moved by Kolb, seconded by Plautz and carried that **Resolution No. 19-33** be approved-9 ayes.

Resolution No. 19-34

That a 25-foot wide x 1,013-foot (+/-) permanent Storm Sewer Easement be obtained from the Sauk County Agricultural Society, Inc. in accordance with the attached Storm Sewer Easement and Exhibit and that the Mayor and City Clerk are hereby authorized to execute the corresponding documents.

Moved by Wedekind, seconded by Plautz and carried that **Resolution No. 19-34** be approved-9 ayes.

Resolution No. 19-35

That the position description for the City Administrator position be amended to more accurately reflect the duties and responsibility of the position, as shown on the attached Exhibit A to this Resolution.

EXHIBIT A

DRAFT - City Administrator Position Description

**CITY OF BARABOO
Position Description**

Class/Title: City Administrator
Grade: Contract
Department: Administration
Reports To: Mayor and Common Council

Created June 2009/ **Updated:** April 2019

GENERAL PURPOSE: The City Administrator is the chief administrative officer of the City. This position is responsible for the administration of the ordinances, services and policies set forth by the Common Council and for the administration of all day-to-day business affairs of the City.

SUPERVISION:

received: Baraboo operates under a Mayor/Council form of government. Corporate authority to operate the City is vested in the Common Council and the Mayor. The Administrator is responsible for and works under the direction, control, and command of the Council and takes direction from the Mayor.

Exercised: Cooperate with and assist the Police and Fire Commission, Library Board, and Community Development Authority in areas where they are vested with authority by Wisconsin Statutes or the City’s Code of Ordinances. Work closely with and through these bodies in the administration of their departments. The Administrator will cooperate with and assist other City officers vested with authority by Statutes and the City’s Code of Ordinances to administer and manage within their departments. The Administrator has the powers that are granted pursuant to City Ordinances, resolutions, and directives of the Council.

ESSENTIAL PURPOSE, POWERS, DUTIES AND RESPONSIBILITIES: *(The duties listed below are intended as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

1. **Perform These General Duties:**
 - a. Establish administrative procedures to increase effectiveness and efficiency of City government according to current local government practices.
 - b. Work cooperatively with City Boards, Commissions, and Committees and attend their meetings if requested by the Chairperson, Mayor, or a Council member.

- c. Keep informed about federal, state, and county legislation and administrative rules affecting the City. Submit reports and recommendations to Council.
 - d. Keep Council and Mayor informed of state and federal law changes impacting the City and that concern federal, state, and county funds available for local programs. Assist Department Heads and Council in obtaining funds.
 - e. Represent the City in matters involving legislative and intergovernmental affairs.
 - f. Act as the City's public information officer.
 - g. Establish and maintain procedures to facilitate communications between citizens and City government to resolve complaints, grievances, and other matters.
 - h. Promote the public and private sectors.
 - i. Provide leadership in the development of short/long range plans; responsible for the planning and program analysis of studies, reports, and recommendations.
 - j. Develop procedures, methods, and techniques that meet the City's present and future needs and improve efficiency, effectiveness, and quality of City services and programs.
 - k. Implement the administration of day-to-day business affairs of the City.
2. **Perform These General Responsibilities For The Common Council:**
- a. Attend Council meetings and assist Mayor and Council in the performance of their duties.
 - c. Ensure that agendas and materials are readied for Council, Committee, and other meetings.
 - dc. Assist in preparing ordinances and resolutions as needed.
 - ed. Keep Mayor and Council informed of Administrator's activities by issuing oral or written reports.
 - fe. Oversee management of the Baraboo-Wisconsin Dells Regional Airport including all operations under the direct responsibility of the Airport FBO.
 - gf. Recommend appointment, promotion, and suspension/termination of Department Heads.
3. **Carry Out These General Personnel Related Duties:**
- a. Serve as City's personnel officer and delegate personnel tasks as appropriate.
 - b. Ensure complete and current personnel records, including specific job descriptions for all City employees.
 - bc. Coordinate and administer City's compensation plan, develop classification and salary schedules, job evaluations, and performance evaluation procedures. Make recommendations to the Finance and Personnel Committee and Council.
 - d. Develop and coordinate implementation of high standards of performance for employees.
 - e. Ensure that City employees have proper working conditions and remain up-to-date on best practices for employee safety.
 - f. Ensure compliance with local, state, and federal laws applicable to employment practices.
 - g. Conduct labor negotiations and collective bargaining discussions and bring agreements to the Council for ratification; monitor and ensure compliance with the City's collective bargaining agreements.
 - i. Carry out directives of the Mayor and Council, except where authority is vested by statute or code in a Board, Commission, or other City office.
 - j. Organize and conduct status meetings with the Mayor and Department Heads to coordinate programs to keep everyone current on City programs and practices.
 - 4l. Evaluate, at least annually, the job performance of Department Heads, and assist Council, Boards, and Commissions in appointment, promotion, and suspension/termination of a Department Head.
 - m. Ensure City policies (Employee Handbook, Employee Safety Manual, etc.) are up-to-date and are communicated to City employees.
 - n. Assist Department Heads with regard to specific personnel matters and problem resolution:
 - ai. Provide administrative direction, supervision, and coordination for Department Heads and employees.
 - bii. With Department Head cooperation, appoint, promote, and suspend/terminate employees below Department Head level.
 - diii. Work to resolve personnel problems or grievances.
 - eiv. Work with and assist Department Heads to ensure that employees receive opportunities for job-related knowledge and skill improvements through training and approve budgeted Department Head and employee requests to attend conferences, meetings, training schools, etc.
 - fv. Assist Department Heads to recruit, train, and evaluate subordinate employees with at least annual performance evaluations.
 - go. Assist, cooperate, and work with Police and Fire Commission, Airport Commission, Park and Recreation Commission, Library Board, and the Community Development Authority with regard to personnel matters:
 - i. Coordinate and assist with the annual job performance evaluations of their Department Heads (as applicable).
 - ii. Seek advice and recommendation on personnel policy related matters before implementing material changes.
 - iii. Make final decisions on the Airport Manager's performance and on the hiring and/or termination of any airport personnel.
 - iv. Assistb. with resolution of personnel problems or grievances.
6. **Carry Out These Budgeting And Purchasing Responsibilities:**
- . In conjunction with and under the direction of the Mayor, Council, and Finance Committee coordinate, assist, and be responsible for the preparation, review, and approval of the annual City Budget.
 - b. In coordination with the Finance Director:
 - i. Prepare and administer an annual budget for the Baraboo-Wisconsin Dells Regional Airport.
 - cii. Administer the Council adopted budget.
 - diii. Perform the duties and responsibilities of Comptroller as set forth in Wisconsin Statutes.
 - eiv. Report current financial condition and City's future needs to Mayor and Council; research availability of alternate funding for local projects; advise the Mayor and Council of how to procure funds; analyze and prepare reports on the fiscal impact of proposals.

- fv. Administer and supervise the City's accounting system and ensure that the system employs methods in accordance with current professional accounting practices.
- gvi. Monitor revenues and expenditures and maintain debt schedules.
- hvii. Coordinate financial advisors, bond counsel, and rating agencies on debt issues.
- iviii. Serve as City's purchasing agent. Supervise purchasing and contracting for supplies and services, provided it's a budgeted expense and provided Council's procedures and limitations provided by Statutes are followed.
- kix. Coordinate, assist, and approve requests for proposals; assist Department Heads in the preparation of specifications and scheduling of authorized purchases to coincide with budgetary authorization and cash flow considerations; analyze bids with Department Heads and assist in the compilation of bid recommendations for Council approval.
- lc. Carry out Council actions and directives in conjunction with budgeting and purchasing which require administrative implementation or where directed by the Mayor or Council.
- md. Responsible for budget and purchasing matters assigned or delegated by the Mayor or Council.
- e. Execute contracts on the City's behalf when authorized by Council directive, policy or resolution.
- 5. **Peripheral Duties:**
 - a. Perform other duties assigned by the Council, Mayor, or City Committees, Commissions, or Boards.
 - 7b. Implement ordinances, resolutions, and directives of the Mayor, Council, and its Committees. Report difficulties encountered and progress/completion to the Mayor and Council.
 - c5. Direct the activities of the Information Technologies Workgroup.
 - 6d. Represent the City on ad hoc bodies or at meetings or projects directly affecting the City.
- Desired Minimum Qualifications.** Serve as the manager of the Baraboo-Wisconsin Dells Regional Airport.
- f. Ensure any and all delegated tasks are performed to the highest caliber.

DESIRED EDUCATION, EXPERIENCE AND QUALIFICATIONS:

1. -year college or university, preferably in the field of public administration, Fivepolitical science or urban planning and 5 years of municipal management experience. A Master's Degree in the field of public administration, political science or urban planning is preferred.
2. Experience in municipal planning and urban design.
3. Knowledge of personal computers, computer networks and standard office equipment.
4. Accounting and budgeting experience.
5. Experience working with citizens, contractors, engineers, design firms, government officials, etc., including with a diverse (economically, socially and culturally) population and have a proven ability to foster positive and productive working relationships with others.
- . Comfortable delegating work7, accepting responsibility and working independently.
7. Extensive public speaking and presentation experience.
8. Experience with Emergency Management and ICS 100, 200, 300, 400 and 700 certificates.
9. Live within the City limits within two years of appointment.
- Necessary**10. Ability to multitask and modify priorities.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES:

1. **Working Knowledge Of:** Fund accounting; computers and electronic data processing, including Microsoft Office Suite; Legal descriptions and documents.
2. **nowledge Of:** State Statutes, particularly Chapter 62 of the Wisconsin State Statutes relating to cities; State Open Meetings and Records Act; Generally accepted accounting principles; Budget administration, and State and Federal Rule 114 relating to airport management.
3. **Must Have:** Excellent command of the English language, and reading, spelling, arithmetic, vocabulary, and modern business practices and procedures skills; ability to effectively meet and assist with the public; able to communicate effectively verbally and in writing, follow oral and written instructions, and meet deadlines; attendance at night meetings when assigned; comfort working under pressure and with frequent interruptions, and able to handle stressful situations.

TTOOLS AND EQUIPMENT USED: Telephone, personal computer (using Microsoft Office Suite), copy machine, fax machine, laser printer, and 10-key calculator. Proficiency with other Microsoft Office Suite applications such as Word, Excel (spreadsheet), PowerPoint and Outlook. Familiarity with technologically innovative equipment and programs can be beneficial because this position needs to be available to address City emergencies including when out of town or after hours.

PPHYSICAL DEMANDS: *(The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)* While performing the duties of this job, the employee is required to sit, talk, and hear. The employee is further required to walk; use hands to finger; handle or operate objects, tools, or controls; reach with hands and arms; and bend and stoop. Therefore, required essential physical abilities would include:

1. Clarity of speech and hearing which permits the employee to communicate well with others and to make effective presentations to small and large gatherings.
2. Sufficient personal mobility as to permit the employee to visit other city, county, state, and private-sector offices and work locations.
3. Able to manage a demanding schedule of early morning and late night meetings.
4. Able to pass employment physicals including drug testing.

WORK ENVIRONMENT: *(The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)* Many meetings are off-site and require travel by automobile to locations outside the City in all manner of weather conditions.

SELECTION GUIDELINES: Formal application, rating of education and experience, oral interviews, reference checks, background checks, and job related testing may be required. The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

THE CITY OF BARABOO IS AN EQUAL OPPORTUNITY EMPLOYER

Moved by Ellington, seconded by Alt and carried that **Resolution No. 19-35** be approved-9 ayes.

Ordinances:

Moved by Alt, seconded by Ellington and carried unanimously to approve the 1st reading of **Ordinance No. 2518** revising §7.02(2)(b)2, the Official Traffic Map, to provide for designated parking stalls to be used by persons with a disability that limits or impairs the ability to walk on the north side of the 200 block of 4th Avenue.

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

1. Revise Section 7.02(2)(b)2, the Official Traffic Map, to provide that there shall be a parking stall marked for use by persons with a disability that limits or impairs the ability to walk at the following locations:

The third and fourth parking stalls on the north side of 4th Street east of Birch Street, together with an access isle between said stalls.

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

Moved by Plautz, seconded by Petty and carried to approve the 1st reading of **Ordinance No. 2519** amending Sections 7.02(2)(b) and 7.03(3) of the Municipal Code of Baraboo thereby providing that all traffic approaching the intersection of 5th & Oak come to a complete stop. 8-ayes, 1-Nay (Wedekind)

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

1. Sections 7.02(2)(b) and 7.03(3) of the Municipal Code of Baraboo are hereby amended to provide that all traffic approaching in either direction on 5th and Oak Street shall come to a complete stop at the intersection of 5th & Oak.

2. The City Engineer is directed to revise the official traffic map of the City following installation of the requisite signage

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

Moved by Ellington, seconded by Plautz and carried unanimously to approve the 1st reading of **Ordinance No. 2520** creating §7.09(3) relating to a Limited Time Parking on 4th Avenue, from Broadway to Birch Street..

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

1. Section 7.09(3)(f)1 is revised as follows:

7.09 Parking Restrictions

(3) LIMITED TIME PARKING

- (b) 30 Minutes.

3. Six stalls on the north side of 4th Avenue, immediately east of the four handicap parking stalls that are designated immediately east of Birch Street.

- (d) Two Hours except where a 15 minute or 30 minute time period is specified under subs. (3)(a) and (3)(b) above.

20. The eight parking stalls on the north side of 4th Avenue immediately west of Broadway

- (f) Eight Hours. At all hours of the day, except on Saturdays, Sundays and legal holidays, no person shall park a vehicle for any longer than eight hours upon the following streets or portions thereof:

1. The south side of 4th Avenue, from Broadway to Birch,

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

Moved by Sloan, seconded by Plautz and carried unanimously to approve the 1st reading of **Ordinance No. 2521** amending §9.03 as follows:

9.03 THROWING OR SHOOTING OF ARROWS, STONES AND OTHER MISSILES. (2434 09/22/15)

- (1) PROHIBITED. No person shall throw or shoot any object, arrow, stone, snowball or other missile or projectile, by hand or by any other means, at any person or at, in or into any building, street, sidewalk, alley, highway, park, playground or other public place within the City.

- (2) EXCEPTIONS.

- (a) This section shall not apply to archery ranges in City parks which are authorized and supervised by the Park and Recreation Commission.

- (b) This section shall not apply while hunting with a State of Wisconsin issued hunting license. However, while hunting with a bow or crossbow, no person shall hunt within 100 yards from a building located on another person's land, unless that person who owns the land on which the building is located allows the hunter to hunt within the specified distance. Further, all persons hunting

with a bow or crossbow shall discharge the arrow or bolt from the respective weapon toward the ground.

- (c) This section shall not apply to any state or federally permitted activities.
- (d) The Chief of Police or designee shall be authorized to grant exceptions to this section, in the sole discretion of the Chief of Police or designee, when said exception is requested no less than three (3) business days prior to the date the activity will take place. By receiving an exception to this section, the person(s) receiving the exception agree to indemnify, defend and hold the City harmless for any acts and/or omission of the indemnifying party and its officers, employees, agents, participants, partners, affiliates, representatives and volunteers, as applicable, as it may relate to activity that will be performed as the result of the exception.

Moved by Sloan, seconded by Petty and carried unanimously to approve the 1st reading of **Ordinance No. 2522** amending Section 1.10 of the City of Baraboo Municipal Code.

1.10 OFFICE OF CITY ADMINISTRATOR. (1725 03/15/94, 1821 07/11/95, XXXX 5/XX/19)

(1) DEFINITIONS. As used in this section, the following terms shall have the following meanings:

(a) “City Department” means the following departments of the City: Administration Department, Finance Department, Fire Department, Parks, Recreation and Forestry Department, Police Department, Public Works/Engineering Department, Water and Sewer Utilities.

(b) “Department Head” means the City employee in charge of a City Department.

(2) PURPOSE AND POWERS CITY ADMINISTRATOR. The Common Council hereby adopts this ordinance to create the City Administrator position to administer and coordinate the day-to-day operations and activities of the City. The Administrator shall only have such powers as are expressly granted to him/her pursuant to the City Ordinances, resolutions and directives of the Council and Mayor. Subject to the foregoing and without limiting the authority and control of the Council, its committees, and the Mayor and, except where authority is vested by the Wisconsin Statutes or Municipal Code of Ordinances in Boards, Commissions or City officers, the Administrator shall be the chief administrative officer of the City. (2033 11/14/2000)

(i) Work closely with the Department Heads to promptly resolve personnel problems or grievances and provide administrative direction, supervision and coordination of each Department Head.

a. Recommend to the Council or the appointing body as provided in §1.03 of this Code, the appointment, promotion, and, when necessary for the good of the City, the suspension or termination of a Department Head and City Attorney, and evaluate the job performance of Department Heads and City Attorney not less than once per year.

- b. Act as the approving authority for requests by Department Heads and City Attorney to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.
 - c. Advise and assist Department Heads in the recruiting, training and evaluation of subordinate employees; assist, as necessary, Department Heads in undertaking not less than once each calendar year a job performance evaluation of all employees in their departments; and in conjunction and cooperation with the Department Heads, be responsible for the appointment, promotion, and when necessary for the good of the City, to take disciplinary action, including suspension and termination, of employees below the Department Head. (2161 09/28/2004)
- (ii) Assist, as requested, the Library Board and Community Development Authority with any personnel related matter including, but not limited to, the appointment, promotion, job performance evaluation, suspension or termination of the head of said department or subordinate employees.
 - (iii) Organize and conduct a monthly meeting with the Mayor, City Attorney and Department Heads to coordinate practices and programs and to keep all departments current in regard to City practices and programs; ensure all practices and programs are properly implemented by the Department Heads, as applicable.
 - (iv) Be responsible for such other personnel practices and matters as shall be assigned or delegated by the Mayor or Council.
- (l) Carry out promptly, efficiently and effectively the following financial responsibilities:
 - (i) In conjunction with and under the direction of the Mayor and Council coordinate, assist and be responsible for the preparation of the annual City budget in accordance with such guidelines as may be provided by the Mayor and Council and in coordination with Department Heads and City officials and pursuant to State Statutes. Administer the budget as adopted by the Council.
 - (ii) In coordination with the Finance Director:
 - (a) Perform the duties and responsibilities of Comptroller as set forth in §62.09, Wis. Stats.;
 - (b) Administer and supervise the accounting system of the City and ensure that the system employs methods in accordance with current professional accounting practices;
 - (c) Monitor revenues and expenditures and maintain debt schedules; coordinate financial advisors, bond counsel and rating agencies on debt issues; and serve as the purchasing agent for the City, supervising all

purchasing and contracting for supplies and services, provided that the expenditure has been specifically approved in the City budget and provided that the purchasing procedures established by the Council and any limitations provided by the Wisconsin State Statutes are followed; and

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

ADMINISTRATOR AND COUNCIL COMMENTS

Ald. Wedekind noted that they will be putting flags up this Saturday. If any Veteran buried here is missed, please contact the American Legion.

CLOSED SESSION

Moved by Ellington, seconded by Sloan to go into Closed Session as per §19.85(1)(g), Wis. Stat., to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (City Administrator to provide information on the ongoing union contract negotiations with WPPA).

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Kierzek, Thurow
Council Members Absent:
Others Present: Chief Schauf, Adm. Geick, Att. Truman, Mayor Palm, Clerk Zeman, C. Haggard

OPEN SESSION

Moved by Wedekind, seconded by Kolb and carried on a unanimous roll call vote to return to Open Session as per WI Stats 19.85(2) to address any business that may be the result of deliberations made in Closed Session. No action taken at this time.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Reports: 1st Qtr. 2019, Taxi Financial Statements

Minutes from the Following Meetings:

Finance/Personnel Committee – Dennis Thurow Committee Room, #305

April 23, 2019

Members Present: Petty, Thurow, Sloan

Absent: none

Others Present: Mayor Palm, E. Geick, E. Truman, B. Zeman, C. Haggard, M. Hardy

Call to Order –Ald. Petty called the meeting to order at 6:30 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of April 9, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$1,022,818.43**. Motion carried unanimously.
- b) **Approve budget amendment of \$1,792 for window washing at Municipal Bldg** – C. Haggard noted that the original budget included \$800 for this and therefore needs a transfer from fund balance of \$1,792. The agreement with Weyh's Window Washing is for a one-year agreement. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- c) **Authorize the Baraboo-Wisconsin Dells Regional Airport Commission to petition for State Airport Development Aid** – Adm. Geick explained that we are required to submit a petition to the Bureau of Aviation from the Airport Commission. This annual process must include recommendation by the City Council as well as the Village Board of Lake Delton. Adm. Geick reviewed the Capital Budget plan for the Airport. Moved by Sloan, seconded by Thurow to acknowledge that the Airport Commission has approved this and recommend to Council for action. Motion carried unanimously.
- d) **Authorize the First Amendment to the Intergovernmental Agreement with West Baraboo for use of the 2018/2019 Stewardship Grant Funds** – M. Hardy reminded the committee that a few years ago we co-applied for grant money for a kayak launch and river improvements. While we did not receive the full grant, the DNR did offer us some grant funds and it was decided that this money be used for the kayak launch. Because the Village of West Baraboo applied for the grant, they are responsible for the final reimbursement request. This amendment allows Mike Hardy to complete the required paperwork needed for reimbursement. He will then forward the documents to the Village of West Baraboo for submittal. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- e) **Authorize the formation of Complete Count Committees for the 2020 United States Census Bureau** –This is similar to the Committee that was formed for the 2010 Census. Moved by Sloan, seconded by Thurow to amend the resolution to be "2020" and recommend to Council for action. Motion carried unanimously.

Informational Items

- a) City Attorney's report on insurance claims
 - o Claim Denial – Logan Klem requested \$211.00 for damages to vehicle due to alleged pothole
 - o Claim Denial – Sandra Gade requested \$267.00 for damages to vehicle due to alleged pothole

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:43pm.

BARABOO BUSINESS IMPROVEMENT DISTRICT (BID), BOARD OF DIRECTOR'S MTG.

April 24, 2019

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

Members Absent: N. Marklein Bacher, L. Steffes

Also Attending: Ed Geick

Call to Order: Sarah Fay presided over the meeting, called it to order at 5:47 PM and noted compliance with the Open Meeting Law.

Meeting Minutes:

Moved by Stelling, seconded by Kierzek and unanimously carried to approve the minutes of March 20, 2019.

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

Reports of Officers and Committies

- President – Put Put Crawl Event
- Appearance – Gatehouse Gardens will do landscaping – 33 hanging baskets. Finalize location of new trees in downtown area.
- Promotions – Devil’s Lake products are out. Brava ad is out. Johnsen Insurance banner is new

Old Business:

AdHoc Parking –

- Sarah gave status report
- Ed spoke about 6th District case
- Meters have been out for over 25 years
- BID logo discussed. Sarah showed a draft

New Business:

1.	Vouchers	Gatehouse Gardens	\$	710.00
		Lorraine Ortner Blake		243.10
		Next Level		309.00
		American Legion		301.41
		Downtown Baraboo		205.04
		Capital Newspapers		1385.00
		City of Baraboo		484.52
TOTAL:				3638.07

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

2. AdHoc Branding – Todd explained purpose of committee. Discover Wisconsin Real episode.

Correspondence & Announcements:

Send background material to new board members: budget, committees, bylaws, map and parking lots.

3. **Next Meeting:** Wednesday, May 15, 2019 at 5:45pm, Committee Room #205 and Elect Officers at this meeting.

Adjournment: Moved by Kierzek, seconded by Bruner to adjourn at approximately 6:29 p.m.

Administrative Committee

May 6, 2019

Present: Alderpersons John Alt, John Ellington and Heather Kierzek

Absent: -

Also Present: Mayor, Mike Palm; Police Chief, Mark Schauf, City Attorney, Emily Truman, Finance Director, Cynthia Haggard and City Clerk, Brenda Zeman.

Citizen Present: Karen Zimmerman (1721 Birch Street)

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

Moved by Ellington to approve the minutes of February 4, 2019, seconded by Alt and unanimously carried.

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

Review and recommendation to City Council to update agreement to participate in the Wisconsin Public Employers group health insurance.

Zeman stated that the resolution needs to be updated, getting rid of some of the old handbooks.

Motion to recommend the Council consider an updated resolution by Ellington, seconded by Kierzek and unanimously carried.

Consider Request for Excessive Household Animals -Sally Wehler

Schauf mentioned the City received a request from Sally Wehler about the excessive household animal ordinance. Her mother passed leaving her with a third dog at 1801 Birch Street. One of the dogs is reported as being in poor and failing health. Schauf has spoken with the Community Service Officer who is familiar with this case. The Community Service Officer has no concerns with the Committee’s favorable recommendation.

Citizen Zimmerman requested assurance that the three dogs are not a precedence, so that once the third dog is gone, another one cannot be added.

Schauf explained the ordinance: The approval is specific to the animals that she has. If one of the animals were to pass, or finds an alternate placement, she would not be allowed to replace the dog.

Motion to recommend the Council to consider request for excessive household animals by Ellington, seconded by Kierzek and unanimously carried.

Member comments

The next meeting will be June 3, 2019 at 8:00AM CDT. Meeting location will be 101 South Boulevard. Moved by Ellington to adjourn, seconded by Kierzek and unanimously carried. Meeting adjourned at 12:10PM CDT.

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

Emergency Management	3-20-19	Public Arts	3-28-19
PFC	3-18-19, 4-8-19	Airport	4-16-19
Park & Recreation	4-8-19	Plan Commission	4-16-19
Library	4-10-19, 4-16-19, 4-18-19, 4-23-19		

Petitions and Correspondence Being Referred: None.

ADJOURNMENT

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

Brenda Zeman, City Clerk



LIBRARY EXPANSION SCHEMATIC DESIGN PRESENTATION

May 22, 2019

Agenda



Strategic Plan
Community Engagement
Building Design
Budget
Schedule

Jessica Bergin, Library Director

Carter Arndt, AIA
MSA

Ann Dilcher, AIA
Quinn Evans Architects

Strategic Plan

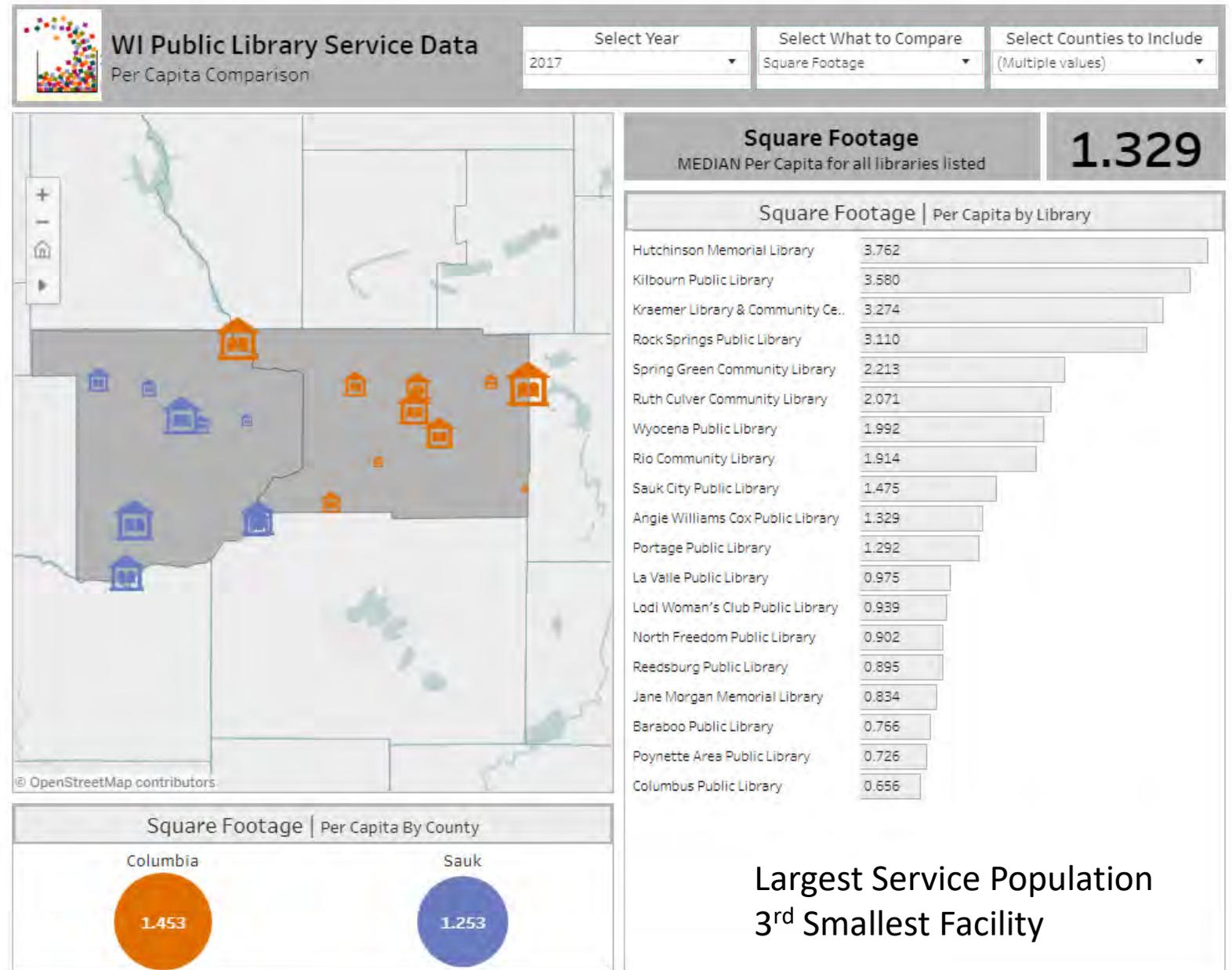
Goal I:

Invest in our library's future

Ensure that the spaces and capacities of the library meet the needs of the community to enhance the learning, connection, and growth opportunities for all residents of the Baraboo area.

Objectives

1. Build on the momentum from the strategic planning process to quantify and qualify community support and desire for an expanded and upgraded library building.



Community Conversations

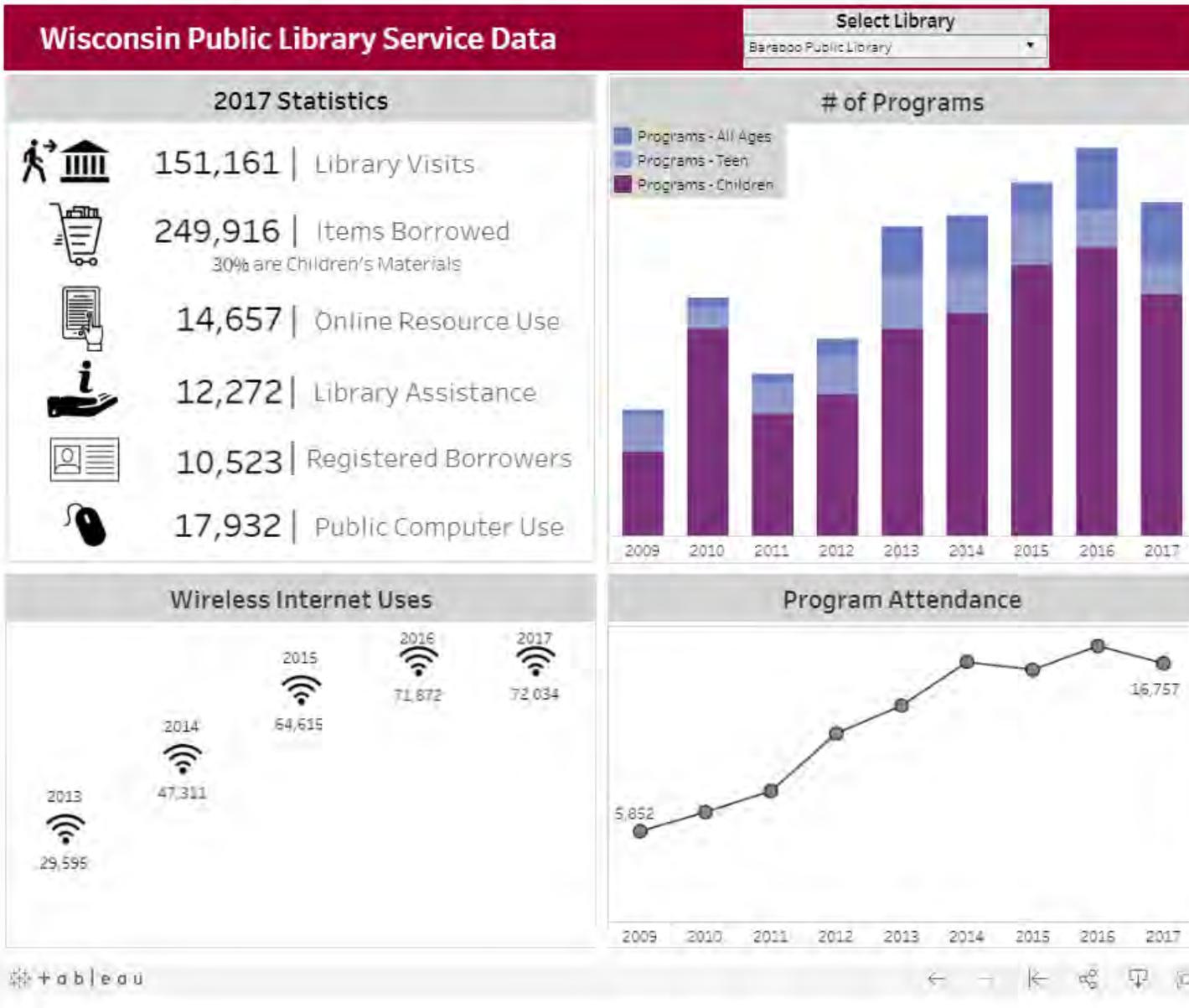
The survey takers were asked to indicate what would increase their use of the library members.

More than 1,300 community members responded to our community survey or attended one of our community conversations.

	High	Medium	Low
Remodel the children's area	48%	38%	14%
Have more comfortable spaces for reading, working, and relaxing at the library	42%	43%	15%
Updated restrooms	39%	39%	22%
Add more computers	38%	41%	21%
Add more private/quiet areas	34%	45%	21%
Improve accessibility to and display of library materials and space for new types of materials	33%	49%	18%
Provide dedicated collaborative work and creation spaces	26%	50%	24%
A library space just for teens and tweens	26%	53%	21%

The top response among survey takers was more programs that interested them or their family members.

Building Upon Strengths



Goal III :
Support and strengthen our community

Goal IV:
Build upon our strengths

Community Resources

	EXISTING	PROPOSED
Community Program Room	1,550 sf	1,700 sf
Creative Commons	0 sf	500 sf
Children's Program Room	0 sf	760 sf
Large Meeting Room	0 sf	420 sf
Patron Study Rooms	0 sf	870 sf

New Baraboo Public Library

Program Room Seating for 130
with After-Hours Access for Events

Multipurpose Program Room
Shared with Adults and Teen

Dedicated Children's Program Room
with Capacity for 40

Large Meeting Room with Seating for 12

8 Dedicated Small Group Study Rooms
for Adults, Teens, and Children

Patron Services

New Baraboo Public Library

Enhanced Children's Area with Space for
Emergent Literacy Center

Enlarged Teen Area with Additional Space for
Collaboration and Focused Study

Additional Seating and Reading Areas for Adults

	EXISTING	PROPOSED
Children's Collection & Seating	1,980 sf	4,300 sf
Teen Collection & Seating	580 sf	920 sf
Adult Collection & Seating	3,925 sf	8,360 sf

Staff Workspace & Building Support

	EXISTING	PROPOSED
Circulation Workspace	330 sf	675 sf
Adult Svcs/Tech Svcs Workspace	392 sf	715 sf
Children's Workspace	190 sf	610 sf
Staff Breakroom	0 sf	215 sf
Book Return	19 sf	84 sf
Delivery/Receiving	0 sf	260 sf
Book Donation Storage	0 sf	130 sf

New Baraboo Public Library

Effective and Efficient Workspace Enhances Staff Workflow and Functionality and Allows them to Better Serve Patrons

Dedicated Breakroom Provides Staff with a Place to Retreat to & Connect with Co-workers

Dedicated Book Donation Room Removes the Need to Store Materials in Mechanical/Electrical Rooms – Safety Hazard

Expansion Summary

Renovation	13,600 gross sqft
Proposed Addition	19,500 gross sqft
Total	33,100 gross sqft

Design Considerations

- Provide Strong Library Presence Along 4th Avenue
- Provide Outdoor Public Space
- Provide After Hours Program Room Access
- Celebrate the Historic Building

SITE Existing



SITE Proposed

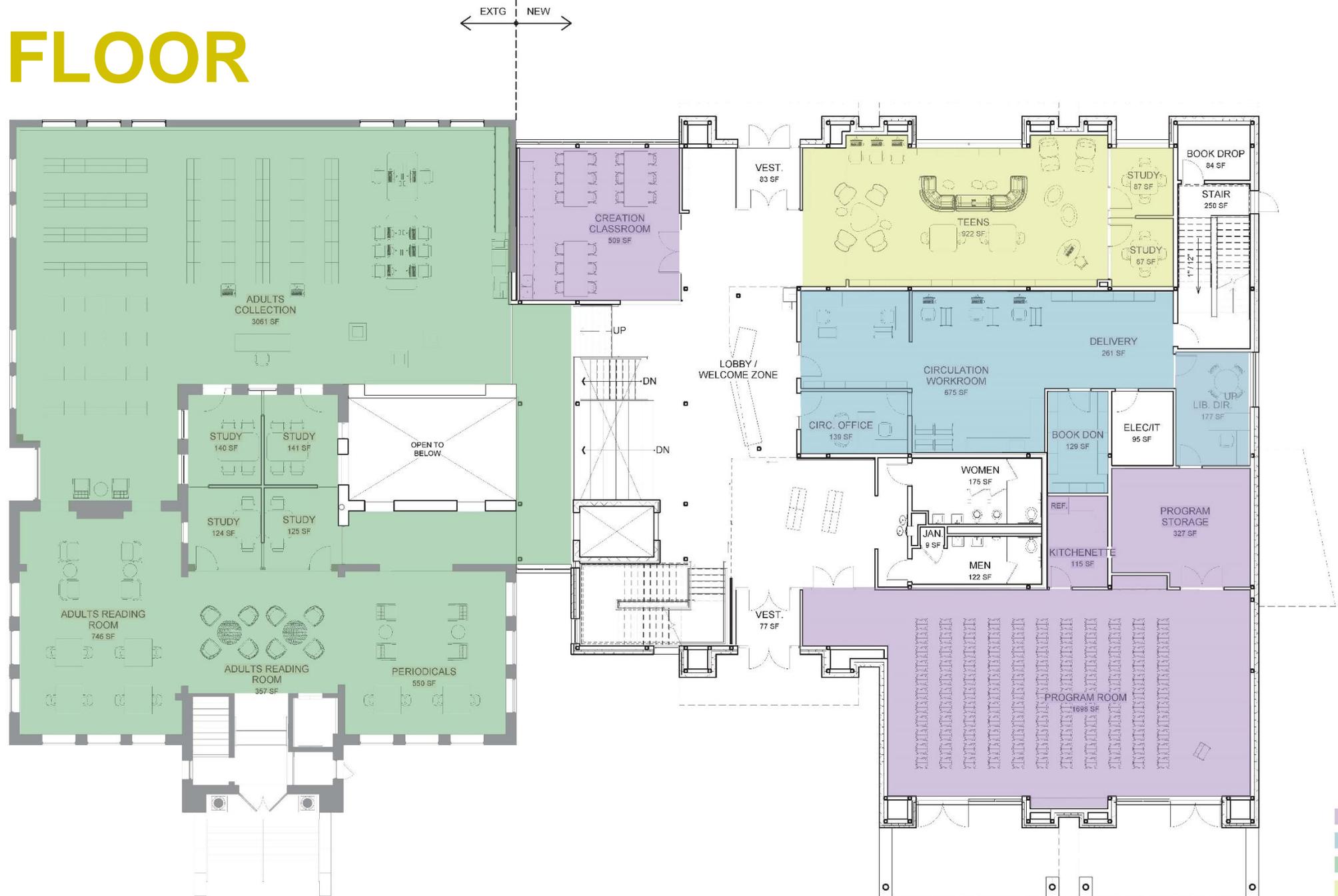


4th AVENUE

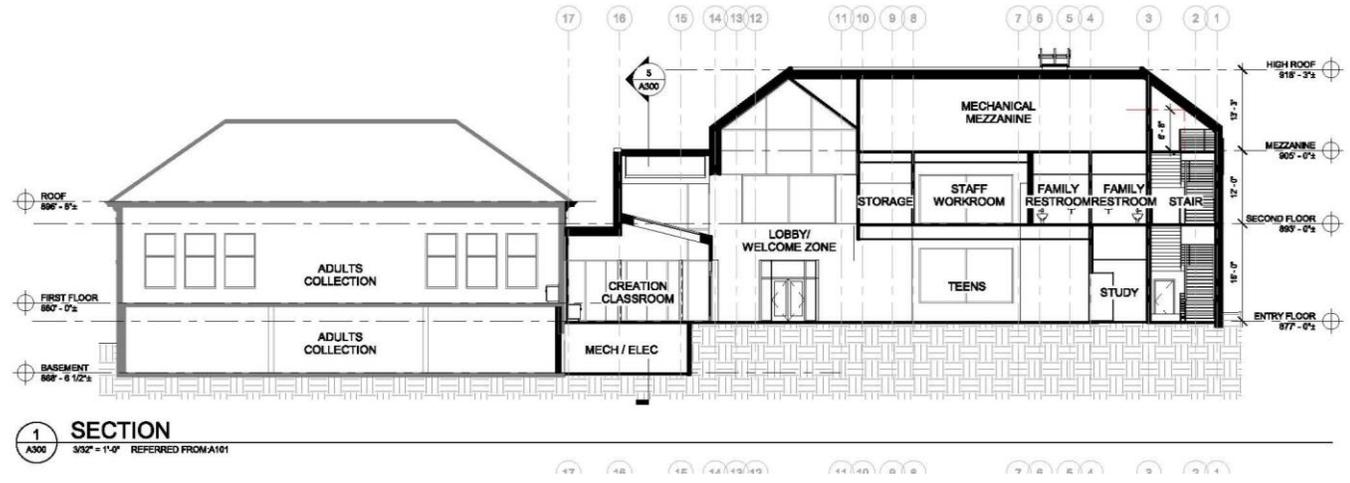
SITE



FIRST FLOOR



LOWER LEVEL



UPPER LEVEL



EXTERIOR VIEWS



South Elevation (4th Avenue)

EXTERIOR VIEWS



North Elevation



EXTERIOR VIEWS

EXTERIOR VIEWS



EXTERIOR VIEWS



View from Courthouse Square

BUDGET SUMMARY

Construction Costs

Site	\$510,000
Renovation	\$1,800,000
New Construction	\$5,750,000
Contingencies	\$590,000

Total Construction **\$8,650,000**

Additional Project Costs \$1,750,000

Design Fees, Furnishings,
Technology, Phasing, etc.

Total Project Budget **\$10,400,000**

Potential Additional Items for Consideration

Site Features

South Plaza	\$45,000
North Seating Feature	\$34,000
Interactive site pieces	\$11,000

Renewable Energy

Photo Voltaic Panels	\$165,000
Geothermal Heating/Cooling	\$310,000

2021 Construction Timeline

I.	SCHEMATIC DESIGN	January-June
II.	APPROPRIATIONS/APPROVAL	June-December January-May
	- Library/City Considerations	
	- CDBG Application	
III.	DESIGN DEVELOPMENT	May-July August
	- Initial CDBG Award Notice	
IV.	CONSTRUCTION DOCUMENTS	August-December
V.	BIDDING	January February
	- Bid Period	
	- Award/Contracting	
VI.	CONSTRUCTION	March January February March July August
	- Start Construction (addition)	
	- Complete (addition)	
	- Library move-in	
	- Start remodeling	
	- Complete (Remodel)	
	- Move-in/Project Complete	





AERIAL



SE CORNER



4TH AVE



ALLEY / PARKING

The City of Baraboo, Wisconsin

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

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

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

Offered By: Consent

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

RESOLUTION NO. 2019 -

Dated: May 28, 2019

The City of Baraboo, Wisconsin

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

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

THAT, Greg Manson be appointed to the Baraboo Economic Development Commission (BEDC). Re-appoint Musa Ayar to the Baraboo Economic Development Commission (BEDC). Both BEDC appointments will serve until February 28, 2022.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

The City of Baraboo, Wisconsin

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

Proposal A: Lake Street Reconstruction

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

Proposal B: Washington Ave Reconstruction & Elizabeth St Sidewalk

Gerke Excavating, Inc. \$542,444.18

LASAR Construction LLC \$542,972.75

Dean Blum Excavating \$546,157.00

Proposal C: Broadway Mill & Overlay

D.L. Gasser \$173,493.75

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

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

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

That the low bids of:

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

Are hereby accepted and all other bids are rejected.

Offered by: Finance Comm.

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

The City of Baraboo, Wisconsin

Background Pursuant to Chapter 18 of the Code of Ordinances, Condominium Plats are reviewed and approved in the same manner as a subdivision. The General Code of Ordinance encourage developers to consult with the Plan Commission for advice and assistance regarding the subdivision regulations and other considerations to assist the developer in planning their project, which occurred at the October 16, 2018 Plan Commission Meeting.

This proposed 8-unit condominium project area was formerly part of the future expansion area of the Greens Condominium that reportedly could have included up to 14 additional units. That Condominium Declaration for that development included a deadline for future expansion, which has since lapsed and that entire expansion area remains vacant.

The purpose of this Resolution is to approve the Vintage Condominium plat containing 8 units comprised of six single-family homes and one duplex. This matter was favorably reviewed by the Plan Commission at their May 21st meeting with a unanimous recommendation for approval.

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

WHEREAS, The Greens Condominium was originally recorded in 2005,

AND WHEREAS, the Plan Commission approved Vintage Condominium plat, an 8-Unit Condominium Conditional located on the former expansion area of the Greens, located on the north side of Inverness Terrace Court, east of Walnut Street;

NOW, THEREFORE, BE IT RESOLVED that the Vintage Condominium plat, containing 8 proposed condominium units, is hereby granted final approval subject to the applicable provisions of Chapters 236 and 703 of the Wisconsin Statutes and Chapter 18 of the Baraboo Municipal Code of Ordinances and that all review fees be paid in full; and

THAT the Mayor and City Clerk are hereby authorized to sign the Vintage Condominium plat.

Offered by: Plan Commission
Motion:
Second:

Approved: _____
Attest: _____

Vintage Condominiums

BEING A PART OF LOT 1, C.S.M. NO. 4537, AS RECORDED IN VOLUME 24, C.S.M.'S, PG 4537, 4537A & 4537B AS DOCUMENT NO. 761553, LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 2 AND THE NW1/4 OF THE SW1/4 OF SECTION 1, T.11 N., R.6 E., CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING: 108,226 SQ.FT. - 2.48 ACRES

C1	C2
DELTA = 17°11'36"	DELTA = 82°28'51"
ARC = 18.00	ARC = 25.91
RAD = 60.00	RAD = 18.00
BEARING = N89°00'12"E	BEARING = S41°09'46"E
DIST = 17.94	DIST = 23.73



SCALE: 1" = 50'

- LEGEND**
- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS/L.F.)
 - 3/4" IRON ROD FND.
 - ⊙ 1 1/4" IRON PIPE FND.
 - ⊗ 1 1/4" IRON ROD FND.
 - ⊕ STANDARD HARRISON MON. FND. & WITNESSES FND. & VERIFIED HYDRANT
 - () PREVIOUS SURVEY OR RECORD INFO.
 - UNIT ENVELOPE LINE

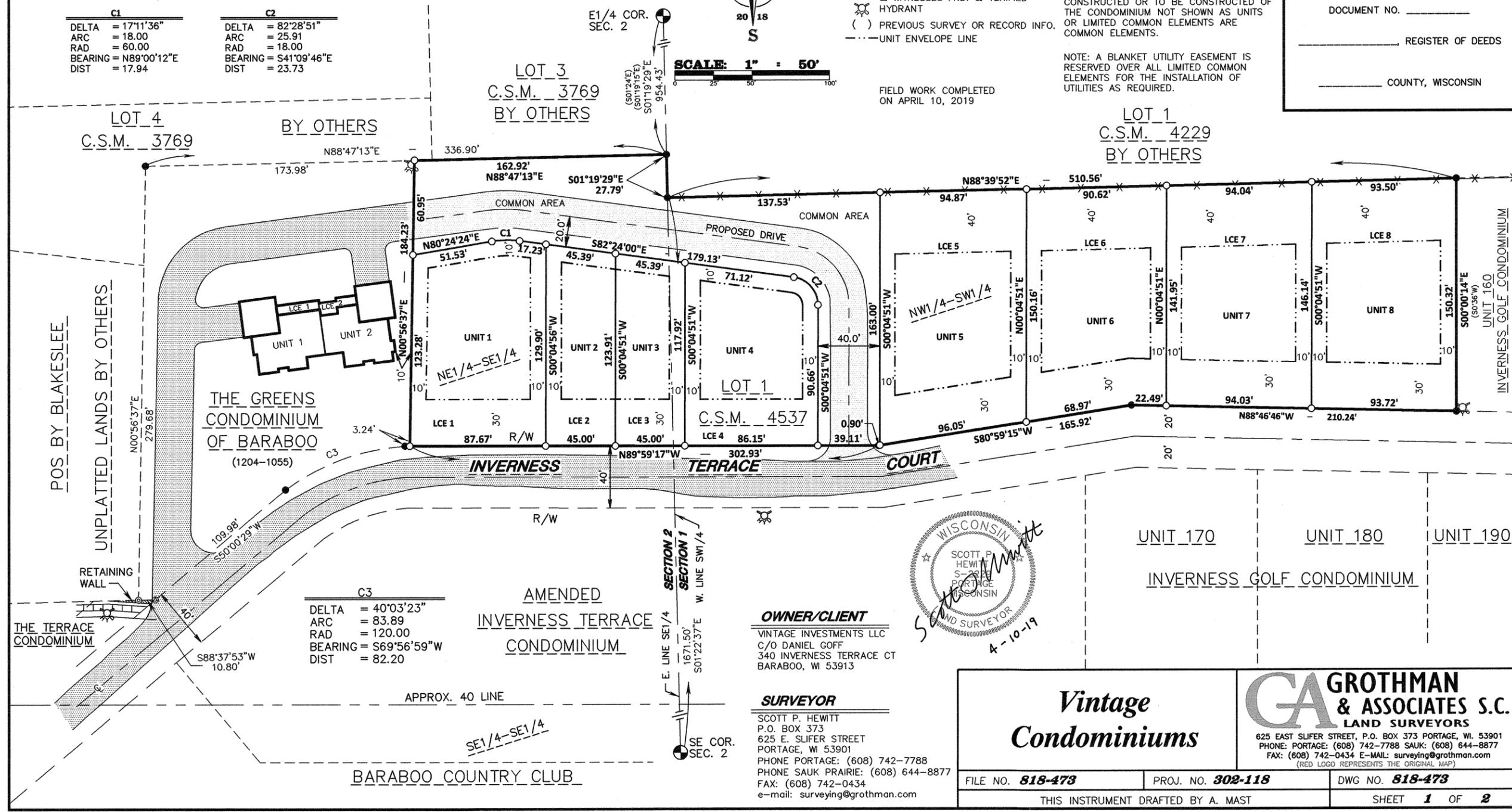
BASIS OF BEARINGS: IS THE EAST LINE OF THE SE1/4 OF SECTION 2 WHICH IS RECORDED TO BEAR S01°19'29"E AND S01°22'37"E PER C.S.M. NO. 4537.

"L.C.E." ARE LIMITED COMMON ELEMENT AREAS FOR EACH UNIT AND ARE IDENTIFIED BY THE NUMBER OF THE UNIT TO WHOM USE THEY ARE LIMITED, ALL PORTIONS CONSTRUCTED OR TO BE CONSTRUCTED OF THE CONDOMINIUM NOT SHOWN AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

NOTE: A BLANKET UTILITY EASEMENT IS RESERVED OVER ALL LIMITED COMMON ELEMENTS FOR THE INSTALLATION OF UTILITIES AS REQUIRED.

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2019 AT _____ O'CLOCK ____M. AND RECORDED IN VOLUME _____ OF CONDOMINIUM PLATS ON PAGE(S) _____ AS DOCUMENT NO. _____, REGISTER OF DEEDS _____ COUNTY, WISCONSIN

FIELD WORK COMPLETED ON APRIL 10, 2019



C3
DELTA = 40°03'23"
ARC = 83.89
RAD = 120.00
BEARING = S69°56'59"W
DIST = 82.20

OWNER/CLIENT
 VINTAGE INVESTMENTS LLC
 C/O DANIEL GOFF
 340 INVERNESS TERRACE CT
 BARABOO, WI 53913

SURVEYOR
 SCOTT P. HEWITT
 P.O. BOX 373
 625 E. SLIFER STREET
 PORTAGE, WI 53901
 PHONE PORTAGE: (608) 742-7788
 PHONE SAUK PRAIRIE: (608) 644-8877
 FAX: (608) 742-0434
 e-mail: surveying@grothman.com



Vintage Condominiums		GROTHMAN & ASSOCIATES S.C. LAND SURVEYORS 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901 PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877 FAX: (608) 742-0434 E-MAIL: surveying@grothman.com <small>(RED LOGO REPRESENTS THE ORIGINAL MAP)</small>
FILE NO. 818-473	PROJ. NO. 302-118	
THIS INSTRUMENT DRAFTED BY A. MAST		DWG NO. 818-473 SHEET 1 OF 2

Vintage Condominiums

BEING A PART OF LOT 1, C.S.M. NO. 4537, AS RECORDED IN VOLUME 24, C.S.M.'S, PG 4537, 4537A & 4537B AS DOCUMENT NO. 761553, LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 2 AND THE NW1/4 OF THE SW1/4 OF SECTION 1, T.11 N., R.6 E., CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING: 108,226 SQ.FT. - 2.48 ACRES

SURVEYOR'S CERTIFICATE

I, **SCOTT P. HEWITT**, Professional Land Surveyor, No. 2229 of the State of Wisconsin do hereby certify that the plat hereon is a correct representation of the property described and further certify that the identification and location of each Unit and Common Elements can be determined from the plat, condominium plans, and condominium documents.

I DO FURTHER CERTIFY that the survey made of this property is described in the Condominium Declaration and is in compliance with AE 7.01 of the Wisconsin Administration Code.

Scott P. Hewitt

SCOTT P. HEWITT
Professional Land Surveyor, No. 2229
Dated: April 10, 2019
File No. 818-473



Commencing at the East Quarter of said Section 2;
thence South 01°19'29" East along the East line of the Southeast Quarter of said Section 2, 954.43 feet to a point in the North line of Lot 1, Certified Survey Map, No. 4537 and the point of beginning;
thence continuing South 01°19'29" East along the East line of the Southeast Quarter of said Section 2, 27.79 feet to the Southwest corner of Lot 1, Certified Survey Map, No. 4229;
thence North 88°39'52" East along the North line of said Lot 1, Certified Survey Map, No. 4537, 510.56 feet, to the Northwest corner of Unit 160, Inverness Golf Condominium;
thence South 00°00'14" East along the West line of said Unit 160, 150.32 feet to a point in the North right-of-way line of Inverness Terrace Court and the Southwest corner of said Unit 160;
thence North 88°46'46" West along the North right-of-way line of Inverness Terrace Court, 210.24 feet;
thence South 80°59'15" West along the North right-of-way line of Inverness Terrace Court, 165.92 feet;
thence North 89°59'17" West along the North right-of-way line of Inverness Terrace Court, 302.93 feet;
thence North 00°56'37" East along the East line of The Greens Condominium of Baraboo, 184.23 feet to a point in the North line of said Lot 1, Certified Survey Map, No. 4537;
thence North 88°47'13" East along the North line of said Lot 1, 162.92 feet to the point of beginning.
Containing 108,226 square feet, (2.48 acres), more or less. And being subject to servitudes and easements of use or record, if any.

COMMON COUNCIL RESOLUTION

Resolved, that **Vintage Condominiums** in the City of Baraboo, Sauk County, Wisconsin, is hereby approved by the Common Council.

Mike Palm, Mayor

Date

I HEREBY CERTIFY that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Baraboo, Wisconsin, this _____ day of _____, 20____.

Brenda Zeman, Clerk

CERTIFICATE of CITY TREASURER

STATE of WISCONSIN)
SS)
COUNTY OF SAUK)

I, **Lori Laux**, being duly elected, qualified and acting Treasurer of the City of Baraboo, do hereby certify that in accordance with my records in my office there are no unpaid taxes or special assessments as of _____, 20____ affecting the lands included in the plat of **Vintage Condominium**.

Lori Laux, Treasurer

Date

CERTIFICATE of COUNTY TREASURER

STATE of WISCONSIN)
SS)
COUNTY OF SAUK)

I, **Elizabeth Geoghegan** being duly elected, qualified and acting Treasurer of the County of Sauk, do hereby certify that the records in my tax office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____, 20____ affecting the lands included in the plat of **Vintage Condominium**.

Elizabeth Geoghegan, County Treasurer

Date

CERTIFICATE of COUNTY REGISTER of DEEDS

Received for record this _____ day of _____, 20____, at _____ o'clock, ____ M. and recorded in Volume _____ of Plats on Page _____ as Document Number _____.

Brent Bailey, Register of Deeds

AREA TABLE

UNIT 1	6,308 SQ.FT.	0.15 ACRES
UNIT 2	3,191 SQ.FT.	0.07 ACRES
UNIT 3	3,027 SQ.FT.	0.07 ACRES
UNIT 4	5,090 SQ.FT.	0.12 ACRES
UNIT 5	6,080 SQ.FT.	0.14 ACRES
UNIT 6	4,867 SQ.FT.	0.11 ACRES
UNIT 7	5,108 SQ.FT.	0.12 ACRES
UNIT 8	5,390 SQ.FT.	0.12 ACRES
COMMON	20,894 SQ.FT.	0.48 ACRES
LCE 1	4,900 SQ.FT.	0.11 ACRES
LCE 2	2,520 SQ.FT.	0.06 ACRES
LCE 3	2,414 SQ.FT.	0.05 ACRES
LCE 4	4,524 SQ.FT.	0.10 ACRES
LCE 5	8,770 SQ.FT.	0.20 ACRES
LCE 6	8,226 SQ.FT.	0.19 ACRES
LCE 7	8,433 SQ.FT.	0.19 ACRES
LCE 8	8,484 SQ.FT.	0.20 ACRES

OWNER/CLIENT

VINTAGE INVESTMENTS LLC
C/O DANIEL GOFF
340 INVERNESS TERRACE CT
BARABOO, WI 53913

SURVEYOR

SCOTT P. HEWITT
P.O. BOX 373
625 E. SLIFER STREET
PORTAGE, WI 53901
PHONE PORTAGE: (608) 742-7788
PHONE SAUK PRAIRIE:
(608) 644-8877
FAX: (608) 742-0434
e-mail: surveying@grothman.com

Vintage
Condominiums

GA GROTHMAN
& ASSOCIATES S.C.
LAND SURVEYORS

625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

FILE NO. **818-473**

PROJ. NO. **302-118**

DWG NO. **818-473**

THIS INSTRUMENT DRAFTED BY A. MAST

SHEET **2** OF **2**

RECEIVED FOR RECORDING THIS _____
DAY OF _____, 2019 AT
_____ O'CLOCK ____ M. AND RECORDED IN
VOLUME _____ OF CONDOMINIUM
PLATS ON PAGE(S) _____ AS
DOCUMENT NO. _____
_____, REGISTER OF DEEDS
_____, COUNTY, WISCONSIN

The City of Baraboo, Wisconsin

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

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

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

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

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

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

The Reconstruction of Lake Street from Walnut Street to Springbrook Drive

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

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

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

Offered by:
Motion:
Second:

Approved: _____

Attest: _____



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary

May 21, 2019

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

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

Dear Mayor Palm:

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

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

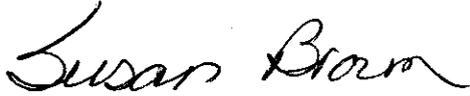
To ensure that your CDBG Application meets federal HUD regulations and program goals, the DOA Division of Energy, Housing and Community Resources (DEHCR) has reviewed your Grant Application.

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

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

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

Sincerely,



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

Enclosures: 6

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

ACCEPTANCE OF THE AWARD

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

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

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

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

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

ACKNOWLEDGEMENT

City of Baraboo

Signature of Chief Elected Official

Date Signed

Printed Name of Chief Elected Official

Title of Chief Elected Official

Signature of Clerk

Date Signed

Printed Name of Clerk

Title of Clerk

CDBG REQUIREMENTS AND PRE-AGREEMENT DOCUMENTS SUBMISSION

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

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

PROCUREMENT PROCESS

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

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

PROJECT ADMINISTRATOR TRAINING

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

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

DOCUMENTS SUBMISSION

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

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

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

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

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

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

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

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

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

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

The City of Baraboo, Wisconsin

Background

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offered by: Finance Committee

Motion:

Second:

Approved: _____

Attest: _____

THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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

LANDLORD:

City of Baraboo, Sauk County,
a Wisconsin municipal corporation

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

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

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

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

PARENT PARCEL

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

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

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

LEASED PREMISES

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

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

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

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

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

ACCESS AND UTILITIES

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

20' WIDE INGRESS/EGRESS EASEMENT:

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

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

10' WIDE UTILITY EASEMENT:

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

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

Parcel ID #: 206-1154-87100

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

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

Prepared by and Return to:

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

Prior Recorded Lease Reference:

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

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

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

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

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

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

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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

LANDLORD

2 WITNESSES

City of Baraboo, Sauk County,
a Wisconsin municipal corporation

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

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

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

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

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

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

Signature: _____
Print Name: _____

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

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of Wisconsin

County of Sauk

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

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

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

PARENT PARCEL

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

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

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

LEASED PREMISES

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

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

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

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

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

ACCESS AND UTILITIES

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

20' WIDE INGRESS/EGRESS EASEMENT:

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

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

10' WIDE UTILITY EASEMENT:

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

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

Parcel ID #: 206-1154-87100

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

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

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

Prepared by and Return to:

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

CONSENT AFFIDAVIT

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

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

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

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

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

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

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

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

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) City Administrator

Percentage Ownership or Voting Interest:

_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

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

AFFIANT NO. 2

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

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

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

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

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

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

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

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

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

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

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

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

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

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

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

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

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

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

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

OFFICE OF THE CITY ATTORNEY

Memorandum

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

From: Emily Truman, City Attorney

Date: May 24, 2019

Re: City Administrator Ordinance

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

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

PROPOSED UPDATED ORDINANCE:

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

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

- (3) **DUTIES OF CITY ADMINISTRATOR.** The Administrator shall be responsible for the proper coordination and administration of the business affairs of the City including, but not limited to:
- (a) Implement and carry out the ordinances, resolutions and directives of the Council and its Committees, and/or Mayor as applicable and appropriate, which require administrative implementation and reporting promptly any difficulties encountered and the progress and completion thereof.
 - (b) Establish administrative procedures to increase the effectiveness and efficiency of City government according to current best practices in local government.
 - (c) Keep informed concerning current federal, state, and county legislation and administrative rules affecting the City and submit appropriate reports and recommendations thereon to the Council.
 - (d) Represent the City in matters involving legislative and inter-governmental affairs as authorized and directed by the Mayor and Council.
 - (e) Act as public information officer for the City with the responsibility of ensuring that the news media are kept informed about the operations of the City and that all open meeting rules and regulations are followed.
 - (f) Establish and maintain procedures to facilitate communications between citizens and City government, to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to ensure that all such matters are expeditiously resolved.
 - (g) Promote the economic well-being and growth of the City through public and private sector cooperation.
 - (h) Provide leadership and direction in the development of short and long range plans; be responsible for and undertake planning and program analysis, including gathering, interpreting and preparing data for studies, reports and recommendations, and developing procedures, methods and techniques to meet the present and future needs of the City and to improve the efficiency, effectiveness and quality of services and programs provided by the City.
 - (i) Attend all meetings of the Council, assisting the Mayor and the Council as necessary in the performance of their duties, and attend all meetings of the Standing and Special Committees of the Council if requested by the Mayor or Committee chairperson, and assist Committee members as necessary in the performance of their duties.
 - (j) In coordination with the Mayor, the Council, and the Clerk, ensure that appropriate agendas are prepared for all meetings of the Council, all Council committees, and all other appropriate committees and commissions of the City, together with such

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

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

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

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

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

Month	April	2019	Bank		Bank																	Grand Total				
BANK INVESTMENTS			Type	Fund	Account	Term	Maturity	Rate	BNB	LGIP	WF/JB	CFB	SUM	BWD	PDS	FBB	RCB	CLARE	WCCU	ICB	CCF	BMO	FICA	SCHWAB	Grand Total	
Alma Waite Account		820	NOW account	104502957	Daily			0.49%	16,304.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,304.08	
Alma Waite Trust Fund		820	Cert of Deposit	6275826	36 months	7/8/21		2.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160,000.00	
				25688	36 months	4/20/19		1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
				6295215	36 months	10/16/19		1.35%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00	125,000.00	
				3861228	33 months	11/21/20		2.05%	0.00	0.00	0.00	0.00	0.00	105,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105,000.00	
				54962-27444	30 months	8/21/20		1.99%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,999.89	0.00	0.00	0.00	0.00	0.00	101,999.89	
				6900492354	31 months	9/22/20		2.25%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110,000.00	0.00	0.00	110,000.00	
				40032677	30 months	10/16/20		2.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112,667.22	0.00	0.00	112,667.22	
				14890100-102	21 months	6/23/20		2.80%	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	
		820	Investment Pool	856206-3	Daily			2.49%	0.00	37,972.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,972.58	
		820	Dana Investment	3694-7092	Daily			2.49%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	250,000.00	
CDA-Grant Accounts		220	Checking	1000934/1146394	Daily			none	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	
CDA-Loan Accounts		983	(blank)	(blank)	(blank)				713,242.11	167,231.83	0.00	0.00	77,590.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	958,064.67
Fire Benefit Fund		900	Investment	126698102	Daily			0.10%	0.00	0.00	0.00	0.00	649.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	649.69	
		900	Cert of Deposit	6900470891	18 months	6/1/20		2.62%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80,000.00	0.00	0.00	80,000.00	
		900	Investment Pool	856206-4	Daily			2.49%	0.00	26,477.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,477.45	
Fire Equipment Fund		420	Cert of Deposit	6294952					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133,418.57	0.00	0.00	0.00	133,418.57	
				54962-25689	36 months	4/20/19		1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
				109465199	24 months	3/23/20		2.16%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153,240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153,240.00	
				30087	36 months	3/28/21		2.47%	0.00	0.00	0.00	153,727.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153,727.88	
				14890100-104	27 months	3/20/21		2.97%	0.00	0.00	0.00	0.00	130,636.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,636.99	
				14890100-103	21 months	6/23/20		2.80%	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	
		420	Dana Investment	3694-7092	Daily			0.10%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350,000.00	
		940	Savings	1000306/9830	Daily			0.04%/49	831,731.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,888.60	
Friends of the Library		100	Checking / NOW	101066015	Daily			0.49%	25,434.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	831,731.30	
General Cash Account		100	Deposit Placer	908-640	Daily			0.30%	0.00	0.00	204,438.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	204,438.21	
General Fund		100	Money Market	86190136	Daily			1.16%	0.00	0.00	0.00	1,002,313.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,002,313.72	
				163563	Daily			1.35%	0.00	0.00	0.00	0.00	0.00	130,600.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,600.40	
				7481010	Daily			0.90%	0.00	0.00	0.00	0.00	0.00	0.00	217,067.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217,067.62	
				471582	Daily			1.00%	0.00	0.00	0.00	0.00	0.00	260,768.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	260,768.87	
				10080968	Daily			1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	641,552.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	641,552.24	
				525450	Daily			0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	393,847.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	393,847.05	
				54962-07	Daily			1.25%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105,373.10	0.00	0.00	0.00	0.00	0.00	0.00	105,373.10	
				5031443	Daily			1.06%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,150.33	0.00	0.00	0.00	0.00	0.00	62,150.33	
				20032292	Daily			1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	258,269.96	0.00	0.00	0.00	0.00	258,269.96	
				2051232	Daily			1.15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104,626.25	0.00	0.00	0.00	104,626.25	
		100	Cert of Deposit	54962-22811	36 months	4/22/19		1.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
				3846529	24 months	9/12/19		1.45%	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	
				29565	24 months	8/28/19		1.40%	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	
				6199976	15 months	6/20/19		2.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	150,000.00	
				109508099	24 months	6/08/20		2.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	
				109507299	18 months	12/8/19		2.36%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	
				40032552	24 months	4/6/20		2.30%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00	
				1800441	24 months	9/12/20		2.40%	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	
				1800522	18 months	3/20/20		2.33%	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
				0100	16 months	2/22/20		2.48%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	
				775800603	12 months	12/7/19		2.65%	0.00	0.00	0.00															

TREASURER'S INVESTMENT REPORT for April 2019

Average Rate of Return on Current Deposits:

Benchmarks:

Total Receipts:	896,559.09		Avg Term							
		General Funds:	5.8 M	1.84%			LGIP		2.49%	
		Utility Funds:	14.2 M	1.60%			90-day T-bill:		2.44%	
Total Disbursements:	1,754,270.80	Segregated Funds:	23.6 M	2.18%						
		Securities w/Dana	3.52	2.11%						
		All Funds:	11.0 M	1.85%			6M CD:		1.52%	
		Liquid:	60%				12M CD:		2.05%	
		Term:	40%				18M CD:		2.28%	

Policy Objectives:

- Safety: ▪ \$2,775,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.
- Liquidity: ▪ Investing in CD's when rates are favorable.
- Yield: ▪ Short term CD yields strong. Treasuries and LGIP are up. Adjustable securities are rising.

TRANSACTIONS

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
1	Reinvest	CD	Alma Waite	WCCU		25688	36 mos	4/20/2019	1.30%	150,000.00	Check
				SUM	14890100-101		21 mos	1/23/2021	2.80%	150,000.00	Reinvest
Comments: Blended rate 7 months @ 2.00%, 7 months @ 2.25%, 7 months @ 4.05%											
2	Reinvest	CD	Fire Equipment	WCCU		25689	36 mos	4/20/2019	1.30%	125,000.00	Check
				SUM	14890100-103		21 mos	1/23/2021	2.80%	150,000.00	Reinvest
Comments: Add \$25,000. Blended rate 7 months @ 2.00%, 7 months @ 2.25%, 7 months @ 4.05%											
3	CLOSE	CD	General	WCCU		22811	36 mos	4/22/2019	1.30%	75,000.00	MM
4	Reinvest	CD	Library Seg	SUM	14890100-106		13 mos	4/23/2019	1.39%	227,709.44	Reinvest
				WCCU	54962-105		13 mos	5/23/2020	2.53%	225,000.00	Reinvest
Comments:											

INVESTMENT ADVISOR TRANSACTIONS

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Dat	Yield to Worst Yield - Maturity	Amount	Interest
NONE											

* Current coupon

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

Incident Responses	April 2019	Year to Date 2018	Totals 2018	Year to Date 2019	Percentage Increase/Decrease
					2019
Fire, Other	0	0	4	0	16 Fire 12.50%
Building Fire	4	5	13	8	22 Rescue 17.19%
Fire in Mobile Home used as a Fixed Structure	0	0	0	0	5 Haz Mat 3.91%
Fire in Structures other than Building	0	0	0	0	28 Alarm 21.88%
Cooking Fire	1	3	6	2	52 Other 40.63%
Chimney Fire	0	4	5	0	5 Mutual Aid 3.91%
Vehicle Fire	0	1	3	3	
Wildland Fire	0	5	6	3	
Trash or Rubbish Fire Contained	0	0	0	0	2018
Outside Rubbish, Trash or Waste Fire	0	0	2	0	41 Fire 10.88%
Dumpster or other Trash Receptacle Fire	0	0	1	0	95 Rescue 25.20%
Outside Storage Fire	0	0	0	0	20 Haz Mat 5.31%
Outside Gas or Vapor Combustion Explosion	0	0	1	0	68 Alarm 18.04%
Medical Assist	2	5	32	4	127 Other 33.69%
Vehicle Crash	4	11	43	15	26 Mutual Aid 6.90%
Motor vehicle/pedestrian crash	0	0	0	1	
Search for Person on Land	0	0	2	0	
Extrication of Victim(s) from Building/Structure	0	0	0	0	
Extrication from Vehicles	2	1	4	2	
Extrication, Other	0	0	2	0	
Elevator Rescue	0	2	3	0	
Water/Ice Rescue	0	0	5	0	
High Angle Rescue	0	0	4	0	
Hazardous Material	0	2	12	3	
Carbon Monoxide Incident	1	0	8	2	
Hazardous Call, Other	1	2	17	6	
Vehicle Accident - General Cleanup	1	4	10	4	
Animal Rescue	0	0	1	0	
Water Problem, Other	0	0	0	1	
Smoke or Odor Removal	0	0	3	2	
Sevice Call, Other	0	0	1	1	
Lock-out	0	0	0	0	
Assist Police	0	1	4	8	
Public Service	5	1	3	6	
Unauthorized Burning	0	1	2	3	
Authorized Burning	0	0	1	1	
Good Intent Call	1	18	44	8	
Dispatched/Cancelled	2	13	37	11	
Wrong Location	0	0	1	0	
Smoke Scare, Odor of Smoke	0	0	1	0	
Steam, Vapor, Fog or Dust thought to be Smoke	0	0	1	0	
Malicious Alarm	1	1	2	2	
Bomb Threat	0	0	0	0	
Alarm	3	13	54	18	
Carbon Monoxide Alarm	3	1	12	8	
Lighting Strike	1	0	0	1	
Severe Weather Standby	0	0	1	0	
Mutual Aid - City	2	5	20	4	
Mutual Aid - Rural	0	4	6	1	
Totals	34	103	377	128	24.27%
			0		Exposure Fires
			377		Total Incidents

Incident Responses by Municipality	Total Incidents	Percent		
City of Baraboo	20	58.82%	78	60.94%
Village of West Baraboo	0	0.00%	11	8.59%
Town of Baraboo	10	29.41%	22	17.19%
Town of Fairfield	2	5.88%	7	5.47%
Town of Greenfield	0	0.00%	3	2.34%
Town of Sumpter	0	0.00%	2	1.56%
Mutual Aid - City	2	5.88%	4	3.13%
Mutual Aid - Rural	0	0.00%	1	0.78%
Totals	34	100.00%	128	100.00%

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

Fire Inspections	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec
City of Baraboo	12	45	83	160								
Village of West Baraboo	89	37	2	1								
Town of Baraboo	0	0	0	2								
Town of Fairfield	0	0	0	2								
Town of Greenfield	0	0	0	0								
Town of Sumpter	0	0	0	0								
Totals	101	82	85	165	0	0	0	0	0	0	0	0
								Total Inspections Year to Date				433

Fire Prevention Education - Current Month	Number of Activities	Number of Adults	Number of Children	Total Participants	
Fire Extinguisher and Fire Safety Training	0	0	0	0	
Fire Safety Presentations	0	0	0	0	
Fire Safety House Training	0	0	0	0	
Other (Jack Young Middle School Fun Run)	1	25	630	655	
Grand Totals	1	25	630	655	
			Total Fire Safety Contacts Year to Date		737

Monthly	Number of Smoke Alarms	Number of CO Alarms	Total
Install Smoke and Carbon Monoxide Alarms	1	3	4

9 Year to Date Total

Members Present: Petty, Thurow, Sloan

Absent: none

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

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

Action Items

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

Informational Items

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

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

Baraboo Economic Development Commission

Meeting Minutes

May 2, 2019

I. **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.

II. **Roll Call**

Present: Bowers, Alt, Caflich, Johnson, Palm, Platt-Gibson, Reppen, Ryan, Wastlund, White

Absent: Umhoefer, Ayar, Taylor

Other: Patrick Cannon

III. **Approve Agenda**

Motion to approve the agenda as presented

Alt (1); Johnson (2)

Aye: All via voice vote

Nay: None

IV. **Approve Minutes**

Motion to approve the minutes for April 4, 2019

Alt (1); Johnson (2)

Aye: All via voice vote

Nay: None

V. **Public Comment**

No one from the public wished to speak at this time.

Introduction of Ms. Haley Ryan as a new BEDC member

Ms. Umhoefer's term is up and the Mayor is looking for someone from the STEM program to replace her

VI. **Old Business**

a. **Updates on Development Activities**

Mayor Palm indicated that Mr. Geick is planning on retiring in November, 2019. The city is working a recruitment process to fill the position. The Mayor also indicated that the City is looking to apply for Federal aid for a new fuel station at the airport. He also updated everyone on the 2019 road projects.

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

Mayor Palm gave a brief update on the State Joint Finance Committee action on the State budget.

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

- Ms. Platt-Gibson indicated that the Hospital has hired their 3rd orthopedic doctor. In addition their new OBGYN doctor has started.
- Ms. Ryan indicated that a group she is affiliated with is working on renewable energy programs
- Mr. Reppen indicated that the County Board is working on long term goals. Servo would also like to see the depot restored.
- Mr. White indicated that SCDC held their annual meeting. The Teacher Tour program has gained some success and they have toured Synergy. The SCDC office will be relocating on August 1, 2019 to the corner of Broadway and 8th.
- Mayor Palm speaking for Dr. Ayar indicated that the Grad's Gala has raised funds for the school. They have also announced that two new programs are being added. One in Business Administration and one in Agriculture.

- Ms. Wastlund indicated the CDA has a new Board member due to Mr. Zolper's resignation. The Discover Wisconsin show has been well received. The English as a second language program has expanded.
- Mr. Alt indicated that there is no planned activities on the Eastside study until the State has a more definite reconstruction schedule.
- Mr. Johnson indicated that the wet spring has made farming difficult to enter into the fields for planting. However, prices in the market have improved.
- Ms. Caflich indicated that the Chamber has made offers to fill their vacant positions. The website is more focused on tourism.
- Mr. Bowers gave an update on the Homeless Shelter in West Baraboo. The Village is also concerned about the parking of the U-Haul equipment

d. Consideration of development of a strategic plan for BEDC

i. Ad Hoc Committee on Eastside Corridor Study

No updates waiting on DOT

ii. Ad Hoc Committee on Business Walk

BEDC is looking at a June 2020 Business Walk. BEDC will need to secure funding for the project.

VII. New Business

None

VII. Update Partner Presentation Schedule

The next BEDC meeting will be held at the Sauk County Law Enforcements Center at 5:00 pm. The Sheriff will provide a tour and an update on the current law enforcement needs throughout the area.

VIII. Commissioner and City Staff comments

Mr. Reppen would like a status update on the housing project on Lynn St.

IX. Adjournment

Motion to adjourn the meeting was made at 6:33 pm.

Alt (1); White (2)

Aye: All via voice vote

Nay: None

Jim Bowers
Chairperson

Patrick Cannon
Recorder

Minutes

Baraboo District Ambulance Commission Finance Ad Hoc Committee

The April 17, 2019 meeting of the Ad Hoc Committee was called to order by Puttkamer at 6:45 pm. Puttkamer confirmed that the meeting had been posted in compliance with the Open Meeting Law.

Committee members present: Petty, and Puttkamer. Also present: Otto, Sechler, Snow, Sloan, Vande Hei

Approval of Agenda

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

Approval of Previous Minutes

- A motion to approve the February 27, 2019 minutes was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.

Public Invited to Speak

- No public comments.

Appearances / Announcements / Correspondence / Reports

- None

New Business

1. Approve check details and online payments for February 17, 2019 – April 6, 2019 in the amount of \$202,514.86. A motion to approve as presented was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.
2. Approve write-offs in the amount of: \$20,499.03.
A motion to approve as presented was made by Petty, seconded by Puttkamer. Voice vote, all ayes. Motion carried.

Additional Comments & Future Agenda Items

- None

Adjournment

There being no further business to come before the Committee, a motion to adjourn was made by Petty, seconded by Puttkamer. Voice vote, motion carried at 6:50 pm.

Respectfully submitted,

Dana Sechler, Chief / EMS Director
Baraboo District Ambulance Service

Minutes

Baraboo District Ambulance Commission

The April 17, 2019 meeting of the Baraboo District Ambulance Service Commission was called to order by Puttkamer at 7:00 pm.

Commissioners present: Dr. Kacey Kronenfeld, Erik Larson, Darlene Otto, Joel Petty, Randy Puttkamer, Scott Sloan, Terry Turnquist, and Phil Wedekind

Also present were: Attorney Maffei, Chief Sechler, Deputy Chief Rago, Captain Johnson, Snow, Vande Hei, Larsen, and Ed Geick

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

Adoption of Agenda

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

Approval of Previous Minutes

- A motion to approve the February 27, 2019 minutes was made by Sloan, seconded by Larson. Voice vote, all ayes. Motion carried.

Public Invited to Speak

1. None

Appearances/Announcements/Correspondence

2. None

Reports

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

Consent Agenda

1. Approve check details and online payments for February 17, 2019 – April 6, 2019 in the amount of \$202,514.86.
2. Approve write-offs in the amount of \$20,499.03.
A motion to approve as presented was made by Petty seconded by Sloan. Voice vote, all ayes. Motion carried.

Old Business

1. City Administrator Ed Geick gave an update to the Commission on the proposal for a new facility / station to be shared by Baraboo Fire and Baraboo EMS. A meeting previously occurred with Geick, Sechler, Stieve, and Pinion to discuss and narrow down some potential sites for the new building. In the past time periods and studies performed, about 22 different sites were considered. The group pared down the potentials to seven sites. The intent is then to create an RFP for an entity to review the potential sites and further narrow down the options for consideration. Maffei stated that it had been suggested to create an ad hoc committee to work on the concept of a shared station, and asked if there was a need to have one created / established. Geick responded that he thought that it would be a good idea to create an ad hoc committee at some point.

Minutes

Baraboo District Ambulance Commission

New Business

1. Resolution for Health Insurance. Snow discussed the reason for the new Resolution, which was that all the related items for the Health Insurance were now all located in one section. This Resolution ties everything together. A motion to approve the Resolution to be signed was made by Sloan seconded by Wedekind. Voice vote, all ayes. Motion carried.
2. HR Director Larsen presented the Referral Bonus policy, which would be used to reward those employees that referred a person as a new employee to Baraboo EMS. A motion to approve the Policy with changes to paragraph #1 and also striking item #9 was made by Meier seconded by Larson. Voice vote, all ayes. Motion carried.
3. HR Director Larsen presented the Workplace Relationships policy. Maffei stated that he and Nicole had reviewed the policy, and recommended it to be adopted. After discussion and questions asked by the Commission, a motion to approve the Policy was made by Petty seconded by Sloan. Voice vote, all ayes. Motion carried.
4. Sechler presented the two contracts for Billing services for Camp Douglas. A motion to approve the contract, with additional wording to include the ability to have adequate capabilities, as well as a 60-day termination in the event of insufficient staffing in the Billing department. A motion was made by Wedekind seconded by Turnquist. Voice vote, all ayes. Motion carried.
5. Sechler presented the renewal contract for MATC, for student field experience. After discussion, a motion to approve the contract was made by Meier seconded by Petty. Voice vote, all ayes. Motion carried.

Commissioner Comments & Future Agenda Items

- Dr. Kronenfeld announced that this would be her last meeting on the Commission, and that St. Clare hospital would be notifying the Commission regarding who would be appointed to that position.
- Commissioner's appointments to the Commission, and the voting of officer's will be on the agenda for the May meeting, in addition to the appointments for the finance ad hoc committee, and possibly a building ad hoc committee.
- Please mark your calendars for the next Commission meetings, which will be the following:
 - May 22, 2019
 - June 26, 2019

Adjournment

- Motion to adjourn by Larson, seconded by Turnquist at 8:03 pm. Voice vote, all ayes. Motion carried.

Respectfully Submitted,

Dana Sechler, Chief / EMS Director
Baraboo District Ambulance Service