AMENDED AGENDA FOR THE REGULAR MEETING OF THE FINANCE / PERSONNEL COMMITTEE

Date and Time: **Tuesday, December 13, 2022 5:30 P.M.**
Location: City Hall, Committee Room #205, 101 South Blvd. Baraboo
Members Noticed: Scott Sloan, Jason Kent, Joel Petty
Others Noticed: Department Heads *(agenda only)*, City Admin. C. Bradley, B. Zeman, Post at Library, Media

MEMBERS not attending must notify the Chairperson at least 24 hours before the meeting.

1. Call Meeting to Order
   a. Roll Call of Membership.
   b. Note compliance with Open Meeting Law.
   c. Approve minutes of November 21, 2022.
   d. Approve agenda.

2. Action Items
   a. **Accounts Payable** – Review and recommendation to Common Council on paying $1,346,369.42.

   b. **Line of Credit** – Review and recommendation to Common Council to authorize that the City draw from the Line of Credit with Baraboo State Bank. *(Ostrander)*

   c. **DEVCO I LLC** – Review and recommendation to Common Council to approve the 2nd Addendum of the Development Agreement with DEVCO I LLC and RENEWAL I LLC. *(Bradley)*

   d. **Airport Assignment** – Review and recommendation to Common Council to approve the Assignment and Assumption with the Village of Lake Delton for the Baraboo-Wisconsin Dells Regional Airport. *(Bradley)*

   e. **TID Agreement –** Review and recommendation to Common Council to approve the Tax Incremental District Development Agreement with JDJE, LLC (Fairfield Hotel). *(Bradley)*

   f. **Property Insurance** – Review and recommendation to Common Council to approve the one-year renewal for Property Insurance with Municipal Property Insurance Company (MPIC). *(Ostrander)*

   g. **Fire/EMS District** – Review and recommendation to Common Council to approve the transfer of accrued benefits to the new Fire district and payout of Comp Time to Fire Department employees. *(Stieve)*

   h. **Fire Benefit Fund** – Review and recommendation to Common Council to consider payout of the severance benefits in the Fire Benefit Fund in January, effective December 31. *(Ostrander)*

   i. **School Resource Officer** – Review and recommendation to Common Council to consider addendum to School Resource Officer Memorandum of Understanding (MOU) with the Baraboo School District. *(Bradley)*

3. Discussion Items - *None*

4. Adjournment

Scott Sloan, Chairperson

AMENDED Agenda prepared by B. Zeman & posted on 12/12/2022

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

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3. Discussion Items - *None*

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Scott Sloan, Chairperson

Agenda prepared by B. Zeman & posted on 12/09/2022

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FOR INFORMATION ONLY AND NOT A NOTICE TO PUBLISH

Finance/Personnel Committee–Dennis Thurow Committee Room, #205 November 21, 2022
Members Present: Sloan, Kent, Petty
Absent:
Others Present: Mayor Nelson (in at 6:11pm), Adm. Bradley, Clerk Zeman, J. Ostrander, W. Peterson, M. Hardy

Call to Order –Ald. Sloan called the meeting to order at 5:30p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the minutes of November 1, 2022 & November 8, 2022. Motion carried unanimously. Moved by Petty, seconded by Kent to amend the agenda, moving item "e" Trail Community Application and Budget Amendment to the bottom, and approve the amended agenda. Motion carried unanimously.

Action Items

a) **Accounts Payable –** Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for **$1,658,196.41.** Motion carried unanimously.

b) **Uncollectible Accounts** – J. Ostrander noted that these accounts have already been submitted to the State Debt Collection (SDC) agency and they have determined these accounts to be "uncollectable". P. Cannon explained that the Bad Badger Engineering loan was a capital catalyst loan; the individual has left town and it is P. Cannon's recommendation that this loan be written off. Moved by Petty, seconded by Kent to recommend to Council to approve writing off the uncollectible accounts, noting that efforts have been made to try and obtain reimbursements for these but it's not plausible that we will receive payment. Efforts will still be made to recoup some of the money, but no interest will be added. Motion carried unanimously.

c) **Resilient Baraboo Report** – Adm. Bradley noted that this is the report that was presented at the last Council Meeting by Kristen Fish-Peterson. Ald. Kent noted that he feels a lot was put into this report and a lot of it we are already doing. Adm. Bradley will present this information to BEDC at their January meeting. Moved by Kent, seconded by Petty to recommend to Council to approve the Resilient Baraboo Report. Motion carried unanimously.

d) **Trail Community Membership** – M. Hardy explained that the City was approached by some individuals looking to join this program, and the city's interest to be part of this community. This was presented to the Parks Commission and it was agreed that they would support joining the community and the application submitted by the Baraboo Chamber of Commerce; however, they would need to find the funds elsewhere for the one-time $2,500 application fee. Because we already maintain the trail, there will be no additional costs associated with this. Moved by Petty, seconded by Kent to recommend to Council to support the Baraboo Chamber of Commerce efforts to submit the Baraboo Area for membership as a Trail Community through the Ice Age Trail Alliance. Motion carried unanimously.

e) **Civic Center Lease** – M. Hardy explained that he was approached by the Freedom in Christ Assembly Church for the next 12 months. Based on the current price structure, it would have been approximately $1,900 per month for the rental, however, they cannot afford this. They requested a fee of $1,000 per month with no storage and they are responsible for their own setup. The service will be held in the gym and Sunday School in Room 11. It costs the City approximately $600 per month to staff the Civic Center for this. The committee raised some concern on setting precedence for lowering the rental fees but it was decided that M. Hardy has the ability to look at each individual request and given the schedule requested, there is not a huge interest for Sunday rentals. This "extra" revenue will help to offset any future cost, and potential rent, increases. Moved by Petty, seconded by Kent to recommend to Council to approve the request from Freedom in Christ Assembly Church to enter a lease with the City to rent the Civic Center on Sunday mornings for 12 months at $1,000 per month. Motion carried unanimously.

f) **DNR Agreement** – W. Peterson explained that at the time of the original agreement, we did not have the project number from the DNR. He is now attempting to close the loan and the DNR is requesting the project number be included. It was also recently discovered that we received an additional $60,000 for the program and we have until the end of April 2023 to use the funds. With the changing to the new DNR program, we will most likely not qualify and if we do, it will be for a much lower rate. Moved by Kent, seconded by Petty to recommend to council to approve the amended Department of Natural Resources (DNR) Principal Forgiveness Water Service Agreement. Motion carried unanimously.

g) **Taxi Program** – J. Ostrander explained that this is the approval to apply for the annual taxi grant. Based on previous conversations regarding the Taxi Program, the Committee is requesting a review of the Taxi Program in 2023. Moved by Petty, seconded by Kent to recommend to Council to authorize applying for the 2023 WisDOT Public transit Assistance Program (PTAP) funding offered by the Federal and State for the City of Baraboo and the 2023 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas). Motion carried unanimously.

h) **Taxi & Lease Agreement** – J. Ostrander noted that this is the lease between the City and Abby Vans for use of the City owned vans and extending the agreement with Abby Vans for providing the shared-ride taxi service in 2023. It was noted that the extension for 2023 was optional and this will be part of the discussion next year. Moved by Petty, seconded by Kent to recommend to Council to extend the vehicle leases and agreement with Abby Vans for the 2023 Taxi Service.

i) **Weights & Measures** – The Committee reviewed the 2022 Annual Weights & Measures assessments. This is an annual contract with the State to provide these services; local businesses are then responsible for paying for this service based on the number of devices and inspections completed. Moved by Kent, seconded by Petty to recommend to Council approving the Weights & Measures for 2022. Motion carried unanimously.

j) **Tax Incremental Finance (TIF)** – J. Ostrander noted that these were previously presented to Council in the budget process. There have been no changes made. Motion by Kent, seconded by Petty to recommend to common Council to approve the 2023 TIF funds for the City's sic Taxi Incremental Districts. Motion carried unanimously.

k) **2023 Budget** – The Committee reviewed the 2023 budgets.

1. Moved by Kent, seconded by Petty to recommend to Council approving the Community Development Authority budget in the amount of: $30,920,455 for

Donahue Terrace Apartments	Corson Square Apartments
City Admin Building Fund	Community Dev. Block Grant
Façade Improvement	Revolving Economic Dev.
Library Building Fund	Capital Catalyst
	Fire/EMS Building Fund

Motion carried unanimously.

2. Moved by Kent, seconded by Petty to recommend to Council approving the Sanitary Sewer Utility Budget of $1,677,617 and set user charges accordingly. Motion carried unanimously.
3. Moved by Petty, seconded by Kent to recommend to Council approving the Water Utility Budget of $2,239,595. Motion carried unanimously.
4. Moved by Kent, seconded by Petty to recommend to Council approving the Stormwater Utility Budget of $593,247. Motion carried unanimously.
5. Moved by Petty, seconded by Kent to recommend to Council approving the Funds with sources of revenue other than levy:

Taxi	Street Lighting	Park Impact/Development
Library Impact Fees	Police Impact Fees	Fire Impact Fees
Lead Service Grant	Library Operating	Disaster Aid
Emergency Management	Police Equipment	PW Capital Equipment
General GOV/IT Capital	Parks/Rec Capital Equip.	Park Amenities
Capital Projects/Roads	Special Assessments	Land Development
Insurance	Leased Vehicles	UW Campus
Alma Waite	Kuenzi Estate	Fire Benefit
Library Segregated	Library Building	Park Segregated
		Oschner Park

Motion carried unanimously.

6. **Moved by Petty, seconded by Kent to recommend to Council approving the Business Improvement District budget for $50,400 and assessments to be levied. Motion carried unanimously.**
7. **Moved by Petty, seconded by Kent to recommend to Council approving the Tax Levy for $9,073,020, tax rate of $9.67090 per thousand dollars and adopt the 2023 City Budget for a total of $15,405,141.**

l) **Trail Community Application and Budget Amendment** – Mayor Nelson explained that with the Trail Community application there is a one-time $2500 application fee. It was proposed that this application fee be split 4-ways, the City, the Village, the Chamber, and BID. The Mayor's budget has funds available because of training he was not able to attend. Adm. Bradley explained that city staff did not see the benefit of contributing towards this application fee. Mayor Nelson noted that there is a promotional benefit to being a Trail Community. Moved by Kent, seconded by Petty to recommend to Council to authorize a contribution of $625 toward the application fee for Baraboo's designation as a "Trail Community" through the Ice Age Trail Alliance. Motion carried unanimously.

Discussion Items - *None.*

Adjournment – Moved by Kent, seconded by Petty and carried to adjourn at 6:51pm.
Brenda Zeman, City Clerk

City of Baraboo, Wisconsin
Finance Department
101 South Boulevard
Baraboo, WI 53913

December 13th, 2022

The Council lists attached are check registers described in summary below:

Category	Total	Accounts Payable Run Date
General	$ 811,731.24	December 9, 2022
General		November 8, 2022
General	$ -	
Utility	$ 188,782.72	November 15, 2022
ACH	$ 786.29	November 30, 2022
Payroll Remittance Checks	$ 345,069.17	November 2022
Department Purchasing Cards	$ -	
Total expenditures	$ 1,346,369.42	

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
195243							
12/09/2022	195243	ABBY VANS INC.	20143	12/07/2022	TAXI-SHARED RIDE SERVICE-N	230-11-53500-290-000	49,956.33
12/09/2022	195243	ABBY VANS INC.	20143	12/07/2022	TAXI-SHARED RIDE FARES	230-11-46399-000	8,421.00-
Total 195243:							41,535.33
195244							
12/09/2022	195244	ALLEN STEELE CO INC	2000-22997-	11/30/2022	PW- SAND PICKUP 11/14 &15 43	100-31-53350-375-000	3,061.92
Total 195244:							3,061.92
195245							
12/09/2022	195245	AMAZON.COM	19WV-XKQN	12/01/2022	PD- PHONE CASE FOR GALAXY	100-20-52110-340-000	43.98
12/09/2022	195245	AMAZON.COM	19WV-XKQN	12/01/2022	PD- TARP FOR K9 RIGGS KENN	100-20-52140-392-420	79.95
12/09/2022	195245	AMAZON.COM	1DRH-4NPR-	12/01/2022	ADM-INDEX PAPER	100-14-51400-310-000	11.79
12/09/2022	195245	AMAZON.COM	1DRH-4NPR-	12/01/2022	FIN-BRIGHT PAPER FOR INSER	100-11-51520-340-000	35.97
12/09/2022	195245	AMAZON.COM	1DRH-4NPR-	12/01/2022	PW-EYEWASH, SAFETY INSPE	100-31-53270-319-000	55.22
12/09/2022	195245	AMAZON.COM	1VJV-4F1Q-6	12/01/2022	ZOO-PARASITE INJECTIONS	100-52-55410-211-000	36.82
12/09/2022	195245	AMAZON.COM	1VJV-4F1Q-6	12/01/2022	ZOO-CHICKEN FEEDER & HOS	100-52-55410-260-000	55.90
12/09/2022	195245	AMAZON.COM	1VJV-4F1Q-6	12/01/2022	ZOO-CHICKEN FOOD	100-52-55410-342-000	28.99
12/09/2022	195245	AMAZON.COM	1VJV-4F1Q-6	12/01/2022	PK-PIERCE PARK SIGN SOLAR	100-52-55200-280-000	65.98
12/09/2022	195245	AMAZON.COM	1VJV-4F1Q-6	12/01/2022	ZOO-HALIDE LIGHT BULBS	100-52-55410-280-000	42.18
12/09/2022	195245	AMAZON.COM	1VJV-4F1Q-6	12/01/2022	CC-FOLDING TABLES & CHAIRS	100-52-55200-392-000	875.25
Total 195245:							1,332.03
195246							
12/09/2022	195246	ARDYTHS SEW-N-SHOPP	126882076	11/17/2022	CC- RICCAR VAC BELT	100-52-55130-340-000	24.98
Total 195246:							24.98
195247							
12/09/2022	195247	AT&T MOBILITY	2873029191	11/23/2022	PD- CELL PHONES	100-20-52110-220-000	612.48
12/09/2022	195247	AT&T MOBILITY	2873029191	11/23/2022	PD- WIFI MODEMS	100-20-52110-270-000	401.88
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	PK FORESTRY TABLET CELL C	100-52-56110-250-000	22.99
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	PK-CIVIC CENTER-CELL CHAR	100-52-55130-220-000	8.80
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	ZOO-CELL PHONE CHARGES	100-52-55410-220-000	8.80
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	ENG-CELL PHONE CHARGES	100-30-53100-220-000	86.30
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	INSP-CELL PHONE CHARGES	100-22-52400-220-000	39.74
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	ENG-CELL PHONE TRADE IN	100-30-53100-220-000	160.00-
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	FD-CELL PHONE CHARGES	100-21-52200-220-000	264.98
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	ADMIN- CELL PHONE CHARGE	100-14-51400-220-000	38.15
12/09/2022	195247	AT&T MOBILITY	2873054688	11/07/2022	FIN-MUNI BLDG-CELL CHARGE	100-11-51640-220-000	8.80
Total 195247:							1,332.92
195248							
12/09/2022	195248	AUTO VALUE	710014454	11/30/2022	PW-FITTINGS	950-36-81000-350-000	80.05
12/09/2022	195248	AUTO VALUE	710014517	12/01/2022	FIN-FEMALE PIPE SWIVEL	100-11-51640-350-000	11.84
12/09/2022	195248	AUTO VALUE	7100145518	12/01/2022	FIN-FITTINGS FOR GENERATO	100-11-51640-350-000	12.86
12/09/2022	195248	AUTO VALUE	710014563	12/02/2022	PW-MALE PIPE FITTING	100-31-53350-350-000	14.36
Total 195248:							119.11
195249							
12/09/2022	195249	BAR BUDDIES	120122-GRA	12/01/2022	FIN-BAR BUDDIES GRANT JAN-	100-20-43525-619	2,303.74

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 195249:							2,303.74
195250							
12/09/2022	195250	BARABOO FIRE FIGHTER	120722	12/07/2022	FD-TESTING FEES - DRIVER / (	100-21-52200-320-000	240.00
Total 195250:							240.00
195251							
12/09/2022	195251	BARABOO POWER EQUI	114780	11/17/2022	PK-OIL MIX	100-52-55200-348-000	27.00
12/09/2022	195251	BARABOO POWER EQUI	114964	11/23/2022	FIN- SNOW BLOWER AND LAW	100-11-51640-350-000	14.48
12/09/2022	195251	BARABOO POWER EQUI	115364	12/06/2022	CC-SNOWBLOWER CARBURAT	100-52-55130-250-000	123.99
12/09/2022	195251	BARABOO POWER EQUI	115428	12/08/2022	PW-STIHL BAR AND CHAIN OIL	100-31-53240-348-000	212.40
Total 195251:							377.87
195252							
12/09/2022	195252	BARABOO UTILITIES	9701411	12/02/2022	CITY-HYDRANT RENTAL - FIRE	100-21-52210-530-000	289,307.00
Total 195252:							289,307.00
195253							
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	PARKS-101 S BLVD PHONE	100-52-55200-220-000	38.92
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	RECREATION-101 S BLVD PHO	100-53-55300-220-000	19.46
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	BLDG INSP-101 S BLVD PHONE	100-22-52400-220-000	11.68
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	ENGINEER-101 S BLVD PHONE	100-30-53100-220-000	31.14
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	POLICE-101 S BLVD PHONE	100-20-52110-220-000	264.68
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	FIRE-101 SOUTH BLVD PHONE	100-21-52200-220-000	54.49
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	MAYOR-101 S BLVD PHONE	100-10-51410-220-000	15.57
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	ATTORNEY-101 S BLVD PHONE	100-13-51300-220-000	15.57
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	ADMIN-101 S BLVD PHONE	100-14-51400-220-000	23.35
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	FINANCE-101 S BLVD PHONE	100-11-51500-220-000	31.14
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	PS/ADMIN BLDG-101 S BLVD	100-11-51640-220-000	128.81
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	FIRE -101 S BLVD PHONE	100-21-51610-220-000	11.45
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	WATER-101 S BLVD PHONE	100-00-15640-000	35.03
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	SEWER-101 S BLVD PHONE	100-00-15610-000	50.60
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	AMBULANCE-NETWORK PHON	100-00-15620-000	42.82
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	ASSESSOR-101 S BLVD PHONE	100-11-51530-220-000	11.68
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	TREASURER-101 S BLVD PHON	100-11-51520-220-000	23.35
12/09/2022	195253	BRIGHTSPEED	301217856-1	11/17/2022	PUBLIC WORKS-101 S BLVD PH	100-31-53230-220-000	54.49
12/09/2022	195253	BRIGHTSPEED	301217859-1	11/17/2022	CC-PHONE	100-52-55130-220-000	96.21
12/09/2022	195253	BRIGHTSPEED	301217859-1	11/17/2022	POOL-PHONE	100-53-55420-220-000	68.50
12/09/2022	195253	BRIGHTSPEED	301217859-1	11/17/2022	ZOO-PHONE	100-52-55410-220-000	13.86
12/09/2022	195253	BRIGHTSPEED	301300963-1	11/17/2022	AIR- PHONE	630-35-53510-220-000	64.17
Total 195253:							1,106.97
195254							
12/09/2022	195254	BROOKS TRACTOR INC.	S29460	12/01/2022	PW-#204 LEAF VAC FUEL PUMP	950-36-81000-350-000	337.10
Total 195254:							337.10
195255							
12/09/2022	195255	CANNON, PATRICK	2022-11B2	11/23/2022	ADM-PAT CANNON NOV 22	100-15-56710-212-000	1,656.77

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 195255:							1,656.77
195256							
12/09/2022	195256	CAPITAL ONE	1645375773	11/24/2022	REC-MINICAMP SUPPLIES	100-53-55300-340-075	89.30
12/09/2022	195256	CAPITAL ONE	1645375773	11/24/2022	ZOO-VITAMINS	100-52-55410-211-000	34.96
12/09/2022	195256	CAPITAL ONE	1645375773	11/24/2022	ZOO-EXHIBIT REPAIR	100-52-55410-280-000	23.75
Total 195256:							148.01
195257							
12/09/2022	195257	CARDMEMBER SERVICE	20-09428-50	12/06/2022	STW-SWEEPER WATER FILTER	950-36-81000-350-000	88.98
12/09/2022	195257	CARDMEMBER SERVICE	403863SNO	11/15/2022	PW - #16 OIL PAN/BOLT & GASK	100-31-53240-350-000	1,041.00
Total 195257:							1,129.98
195258							
12/09/2022	195258	CHAMBER OF COMMERC	17377	11/29/2022	1/4 APP FEE ICE AGE TRAIL CO	100-15-56710-320-000	625.00
Total 195258:							625.00
195259							
12/09/2022	195259	CHECKERED FLAG EMB	20622	11/11/2022	PD- BENTILLA HAT W/ BADGE &	100-20-52110-346-000	29.00
Total 195259:							29.00
195260							
12/09/2022	195260	CINTAS CORPORATION	1903526862	11/28/2022	PW-GLOVES	100-31-53270-340-000	112.50
12/09/2022	195260	CINTAS CORPORATION	4136647217	11/08/2022	PW- MATS/TOWELS	100-31-53270-340-000	136.69
12/09/2022	195260	CINTAS CORPORATION	4138010636	11/21/2022	FIN-MATS	100-11-51640-260-000	46.67
12/09/2022	195260	CINTAS CORPORATION	4138010743	11/21/2022	PW-MATS/DUST MOP/SHOP RA	100-31-53270-340-000	178.26
12/09/2022	195260	CINTAS CORPORATION	4138438948	12/06/2022	FIN-MATS	100-11-51640-260-000	46.67
12/09/2022	195260	CINTAS CORPORATION	4138714145	11/29/2022	PW-MATS/COVERALL-TRAVIS &	100-31-53270-340-000	90.69
12/09/2022	195260	CINTAS CORPORATION	4138714163	11/29/2022	FIN- MATS	100-11-51640-260-000	46.67
12/09/2022	195260	CINTAS CORPORATION	4138714222	11/29/2022	FD - RUGS	100-21-51610-260-000	77.98
Total 195260:							736.13
195261							
12/09/2022	195261	CITY OF BARABOO	560846	12/05/2022	TIF#10 - 103/105 WALNUT TAXE	310-10-56600-820-000	1,603.51
12/09/2022	195261	CITY OF BARABOO	563679	12/05/2022	TIF#10 - 106 WALNUT PROPERT	310-10-56600-820-000	5,493.45
12/09/2022	195261	CITY OF BARABOO	564634	12/06/2022	SW-STORM BASIN TAXES IN ER	100-11-51910-740-000	2.28
Total 195261:							7,099.24
195262							
12/09/2022	195262	CITY OF BARABOO - UTIL	9601409	12/02/2022	PW-SEWER INVENTORY TO ST	950-36-83100-423-000	1,140.77
12/09/2022	195262	CITY OF BARABOO - UTIL	9601409	12/02/2022	STORMWATER INVENTORY TO	950-36-83100-423-000	808.45-
12/09/2022	195262	CITY OF BARABOO - UTIL	9701410	12/02/2022	PW- BULK WATER SWEEPER FI	950-36-81000-340-000	1,118.62
Total 195262:							1,450.94
195263							
12/09/2022	195263	CLIFTONLARSONALLEN	3434403	10/03/2022	CITY - 2021 AUDIT & FINANCIAL	100-11-51510-214-000	10,005.00

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Total 195263:							10,005.00
195264							
12/09/2022	195264	COMMUNITY DEVELOPM	CS217-DEC	12/07/2022	FIN-SHORT RENT CORSON SQ	100-11-51910-740-000	100.00
Total 195264:							100.00
195265							
12/09/2022	195265	D.L. GASSER CONSTRU	5000026806	11/03/2022	PW- COLD MIX	100-31-53300-379-000	1,384.46
12/09/2022	195265	D.L. GASSER CONSTRU	5000026815	11/04/2022	PW-HOT MIX	100-31-53300-371-000	1,177.16
Total 195265:							2,561.62
195266							
12/09/2022	195266	DEAN BLUM EXCAVATIN	2022-4	11/30/2022	SW-STORM SEWER ON ANGLE	950-00-10107-001	1,628.83
12/09/2022	195266	DEAN BLUM EXCAVATIN	2022-4	11/30/2022	ENG- ELIZABETH ST	430-30-57330-821-000	239,376.97
12/09/2022	195266	DEAN BLUM EXCAVATIN	2022-4	11/30/2022	ENG- OAK ST 15TH-MADISON S	432-30-57343-821-000	13,407.58
Total 195266:							254,413.38
195267							
12/09/2022	195267	DECKER SUPPLY COMPA	921829	11/29/2022	PW- TID #12 TRAFFIC SIGNS	312-30-57330-821-000	764.62
12/09/2022	195267	DECKER SUPPLY COMPA	921880	11/30/2022	PW-NO PARKING STUDENT SIG	100-31-53300-364-000	77.97
12/09/2022	195267	DECKER SUPPLY COMPA	921927	12/02/2022	PW-SIGN PARTS	100-31-53300-364-000	472.26
Total 195267:							1,314.85
195268							
12/09/2022	195268	EHLERS & ASSOCIATES I	92486	11/15/2022	GENERAL FUND 2022 DISCLOS	300-10-58300-632-000	2,438.00
12/09/2022	195268	EHLERS & ASSOCIATES I	92486	11/15/2022	TID #6 2022 DISCLOSURE REP	360-10-58300-630-161	211.00
12/09/2022	195268	EHLERS & ASSOCIATES I	92486	11/15/2022	TID #7-G 2022 CONTINUING DIS	370-10-58300-630-000	389.00
12/09/2022	195268	EHLERS & ASSOCIATES I	92486	11/15/2022	TID #8 CONTINUING DISCLOSU	380-10-58300-630-000	537.00
12/09/2022	195268	EHLERS & ASSOCIATES I	92486	11/15/2022	STORM 2022 CONTINUING DIS	950-36-42700-630-000	147.00
12/09/2022	195268	EHLERS & ASSOCIATES I	92486	11/15/2022	WATER 2022 CONTINUING DIS	100-00-15640-000	78.00
Total 195268:							3,800.00
195269							
12/09/2022	195269	ENVIRONMENTAL SYSTE	94358989	11/02/2022	ENG-ARCGIS 2022 SUPPORT	100-30-53100-252-000	3,000.00
Total 195269:							3,000.00
195270							
12/09/2022	195270	FASTENAL COMPANY	WIBAR23762	11/11/2022	PW- TAPEMEASURE, FLASHLIG	100-31-53230-340-000	71.22
12/09/2022	195270	FASTENAL COMPANY	WIBAR23762	11/11/2022	PW- GLOVES, EARMUFF	100-31-53230-319-000	228.23
Total 195270:							299.45
195271							
12/09/2022	195271	GERBER LEISURE PROD	9295	11/23/2022	PK-RITZENTHALER PARK PLAY	426-52-55200-861-000	14,225.00
Total 195271:							14,225.00
195272							
12/09/2022	195272	GOLDEN WEST INDUSTR	2116949	11/23/2022	FD - BATTERY OPERATED FLAR	100-21-52200-340-000	325.10

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Total 195272:							325.10
195273							
12/09/2022	195273	GOVOFFICE LLC	INV4315913	12/02/2022	IT-ADD DOMAIN BARABOOWI.G	100-10-51450-250-000	75.00
Total 195273:							75.00
195274							
12/09/2022	195274	GROTHMAN & ASSOCIAT	722336	11/07/2022	ENG-CERT SURV MAP STATION	430-21-57211-270-000	2,112.75
Total 195274:							2,112.75
195275							
12/09/2022	195275	HEARTLAND BUSINESS	560517-H	11/15/2022	IT-MICROSOFT LICENSES NOV	100-10-51450-250-000	1,012.70
Total 195275:							1,012.70
195276							
12/09/2022	195276	HOHLS FARM SUPPLY IN	92372	11/22/2022	ZOO-ANIMAL FEED	100-52-55410-342-000	324.26
12/09/2022	195276	HOHLS FARM SUPPLY IN	92529	10/13/2022	PW-LP FOR TARRING	100-31-53300-348-000	264.00
Total 195276:							588.26
195277							
12/09/2022	195277	INSIGHT FS	50025486	07/07/2022	PK-ATHLETIC FIELD CHALK	100-52-55200-280-000	259.14
Total 195277:							259.14
195278							
12/09/2022	195278	JFTCO INC	SIMS004498	11/29/2022	CTY-GENERATOR INSPECTION	100-11-51640-260-000	1,103.24
Total 195278:							1,103.24
195279							
12/09/2022	195279	JSD PROFESSIONAL SE	22-11411-6	11/22/2022	PK-CAMPBELL PARK MASTER	426-52-55200-270-000	350.00
Total 195279:							350.00
195280							
12/09/2022	195280	KAYSER FORD OF SAUK	14827	11/17/2022	PD- NEW BUMPER ASSMBLY F	100-20-52110-240-000	305.64
Total 195280:							305.64
195281							
12/09/2022	195281	KEIL ENTERPRISES	11282022	11/28/2022	PD- MAGINOT OPERATION RUS	100-20-52110-320-000	249.00
Total 195281:							249.00
195282							
12/09/2022	195282	KLEENMARK	210886	11/14/2022	FIN-WIPES 100 PK CASE	100-11-51640-340-000	72.05
12/09/2022	195282	KLEENMARK	210898	11/15/2022	FIN-FOAM FILTER PAPER FILTE	100-11-51640-340-000	93.74
12/09/2022	195282	KLEENMARK	211336	11/30/2022	FIN-POWER CORD 50'	100-11-51640-350-000	77.22
Total 195282:							243.01

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195283							
12/09/2022	195283	KWIK TRIP	00468469-11	11/30/2022	PD- CSO FUEL	100-20-54110-348-000	145.56
12/09/2022	195283	KWIK TRIP	00468469-11	11/30/2022	PD- SQUAD FUEL	100-20-52110-348-000	3,771.34
12/09/2022	195283	KWIK TRIP	00468701-12	12/02/2022	PK-GAS	100-52-55200-348-000	1,150.53
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - REFUSE COLLECTION FU	100-31-53620-348-000	2,390.45
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - RECYCLING COLLECTION	100-31-53635-348-000	1,652.32
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - MACHINERY/EQUIPMENT	100-31-53240-348-000	1,565.45
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - ENGINEERING FUEL	100-30-53100-348-000	75.73
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - STORMWATER FUEL	950-36-81000-348-000	4,300.23
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - TREES AND BRUSH	100-31-53370-348-000	99.17
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - STREET MAINT. FUEL	100-31-53300-348-000	1,942.44
12/09/2022	195283	KWIK TRIP	456642-1130	12/08/2022	PW - SNOW AND ICE FUEL	100-31-53350-348-000	1,072.13
12/09/2022	195283	KWIK TRIP	468210-1130	11/30/2022	FD - FUEL NOVEMBER 2022	100-21-52200-348-000	1,145.63
Total 195283:							19,310.98
195284							
12/09/2022	195284	LANDS END BUSINESS O	SIN1070889	11/12/2022	PD- HELMS UNIFORM SHIRTS	100-20-52130-346-000	354.64
Total 195284:							354.64
195285							
12/09/2022	195285	LAROWE GERLACH LLP	14700-09302	09/30/2022	ATTY-SPECIAL PROSECUTION	100-13-51300-213-000	899.00
12/09/2022	195285	LAROWE GERLACH LLP	14700-09302	09/30/2022	ATTY-SPECIAL PROSECUTION	100-13-51300-310-000	3.75
12/09/2022	195285	LAROWE GERLACH LLP	14700-10312	10/31/2022	ATTY-SPECIAL PROSECUTION	100-13-51300-213-000	4,247.00
12/09/2022	195285	LAROWE GERLACH LLP	14700-10312	10/31/2022	ATTY-SPECIAL PROSECUTION	100-13-51300-310-000	18.54
12/09/2022	195285	LAROWE GERLACH LLP	14700-10312	10/31/2022	ATTY-SPECIAL PROSECUTION	100-13-51300-330-000	18.79
Total 195285:							5,187.08
195286							
12/09/2022	195286	MID-STATE EQUIPMENT I	Z91752	11/22/2022	PW-CAB/HEAT/AIR SERVICE AD	100-31-53240-348-000	60.00
Total 195286:							60.00
195287							
12/09/2022	195287	MINUTEMAN PRESS-BAR	48746	11/23/2022	FD - INVITES FOR CHRISTMAS	100-21-52200-390-000	32.89
Total 195287:							32.89
195288							
12/09/2022	195288	MSA PROFESSIONAL SE	350330-55	09/28/2022	ENG-LANDFILL SERVICES 2022	100-31-53630-275-000	6,907.69
12/09/2022	195288	MSA PROFESSIONAL SE	351420-11	11/02/2022	ENG-TID 12 STORMWATER LAK	950-36-85200-215-000	356.51
12/09/2022	195288	MSA PROFESSIONAL SE	351420-11	11/02/2022	ENG-TID 12 - 9/25-10/29	312-10-59297-920-000	3,815.40
12/09/2022	195288	MSA PROFESSIONAL SE	351420-11	11/02/2022	ENG-TID 12 - 9/25-10/29	312-10-59296-920-000	3,815.40
12/09/2022	195288	MSA PROFESSIONAL SE	351420-11	11/02/2022	ENG-TID 12 - 9/25-10/29	312-10-59295-920-000	3,815.40
12/09/2022	195288	MSA PROFESSIONAL SE	351420-11	11/02/2022	ENG-TID 12 - 9/25-10/29	312-30-57330-821-000	3,815.41
12/09/2022	195288	MSA PROFESSIONAL SE	351420-12	12/05/2022	ENG-TID 12 STORMWATER BAR	950-36-85200-215-000	396.13
12/09/2022	195288	MSA PROFESSIONAL SE	351420-12	12/05/2022	ENG- TID 12 10/30 - 11/26/22	312-10-59297-920-000	4,546.11
12/09/2022	195288	MSA PROFESSIONAL SE	351420-12	12/05/2022	ENG- TID 12 10/30 - 11/26/22	312-10-59296-920-000	4,546.11
12/09/2022	195288	MSA PROFESSIONAL SE	351420-12	12/05/2022	ENG- TID 12 10/30 - 11/26/22	312-10-59295-920-000	4,546.11
12/09/2022	195288	MSA PROFESSIONAL SE	351420-12	12/05/2022	ENG- TID 12 10/30 - 11/26/22	312-30-57330-821-000	4,546.11
12/09/2022	195288	MSA PROFESSIONAL SE	351500-1	10/19/2022	PK-OAK ST OVERLOOK ENGIN	426-52-55200-821-000	10,725.24
12/09/2022	195288	MSA PROFESSIONAL SE	351500-1	10/19/2022	PK-OAK ST OVERLOOK EXPEN	426-52-55200-821-000	74.95
12/09/2022	195288	MSA PROFESSIONAL SE	351500-2	12/01/2022	PK-OAK STREET OVERLOOK E	426-52-55200-821-000	9,520.43
12/09/2022	195288	MSA PROFESSIONAL SE	351500-2	12/01/2022	PK-OAK STREET OVERLOOK E	426-52-55200-821-000	26.40

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12/09/2022	195288	MSA PROFESSIONAL SE	351500-2	12/01/2022	AW-OAK STREET OVERLOOK E	820-52-55200-861-000	6,000.00
12/09/2022	195288	MSA PROFESSIONAL SE	351500-2	12/01/2022	AW-OAK STREET OVERLOOK E	426-52-49282-000	6,000.00-
Total 195288:							61,453.40
195289							
12/09/2022	195289	NAPA AUTO PARTS	464426	11/09/2022	PW-8 TON BOTTLE JACK	100-31-53240-392-000	63.99
12/09/2022	195289	NAPA AUTO PARTS	465095	11/17/2022	FIN- 10 FITTINGS	100-11-51640-350-000	11.10
12/09/2022	195289	NAPA AUTO PARTS	465212	11/18/2022	FIN- FITTING	100-11-51640-350-000	11.10
12/09/2022	195289	NAPA AUTO PARTS	465711	11/28/2022	PD- KEYS FOR PROPANE STOR	100-20-52110-340-000	4.77
Total 195289:							90.96
195290							
12/09/2022	195290	OREILLY AUTO PARTS/FI	2366-152674	11/16/2022	PW-#16 TAILLIGHT	100-31-53240-350-000	99.99
Total 195290:							99.99
195291							
12/09/2022	195291	PIERCES EXPRESS MAR	08060-11302	11/30/2022	ZOO-ANIMAL FOOD	100-52-55410-342-000	57.11
Total 195291:							57.11
195292							
12/09/2022	195292	POINTON HEATING & AIR	194986	11/17/2022	PK-LANGER SHELTER FURNAC	100-52-55200-280-000	3,736.00
12/09/2022	195292	POINTON HEATING & AIR	195121	11/28/2022	CC-ROOM 29 HEAT REPAIRS A	100-52-55130-250-000	539.17
12/09/2022	195292	POINTON HEATING & AIR	195124	11/29/2022	CC-THERMOSTAT REPLACEME	100-52-55130-250-000	495.20
Total 195292:							4,770.37
195293							
12/09/2022	195293	QUILL CORPORATION	28843088	11/07/2022	CC-FACEMASKS & KLEENEX	100-52-55130-340-000	139.16
12/09/2022	195293	QUILL CORPORATION	28881906	11/09/2022	CC-FIRE EXTINGUISHER LABEL	100-52-55130-340-000	37.59
Total 195293:							176.75
195294							
12/09/2022	195294	REEDSBURG UTILITY CO	26578-11202	11/20/2022	CITY- DEC 22 INTERNET	100-10-51450-250-000	337.55
Total 195294:							337.55
195295							
12/09/2022	195295	RHYME BUSINESS PROD	32697944	11/01/2022	PARKS - COPIER/PRINTS-10-22	100-52-55200-250-000	30.17
12/09/2022	195295	RHYME BUSINESS PROD	32697944	11/01/2022	POLICE COPIER/PRINTS-10-22	100-20-52130-310-000	101.84
12/09/2022	195295	RHYME BUSINESS PROD	32697944	11/01/2022	FIRE - COPIER/PRINTS-10-22	100-21-52200-250-000	25.46
12/09/2022	195295	RHYME BUSINESS PROD	32697944	11/01/2022	ADMIN/FINANCE COPIER/PRIN	100-11-51500-250-000	65.05
12/09/2022	195295	RHYME BUSINESS PROD	32981054	12/06/2022	PARKS - COPIER/PRINTS-11-22	100-52-55200-250-000	20.75
12/09/2022	195295	RHYME BUSINESS PROD	32981054	12/06/2022	POLICE COPIER/PRINTS-11-22	100-20-52130-310-000	83.00
12/09/2022	195295	RHYME BUSINESS PROD	32981054	12/06/2022	FIRE - COPIER/PRINTS-11-22	100-21-52200-250-000	20.75
12/09/2022	195295	RHYME BUSINESS PROD	32981054	12/06/2022	ADMIN/FINANCE COPIER/PRIN	100-11-51500-250-000	41.50
Total 195295:							388.52
195296							
12/09/2022	195296	RICOH USA INC	5066086592	11/13/2022	FIN-COPIES	100-11-51500-250-000	150.67

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Total 195296:							150.67
195297							
12/09/2022	195297	S&S WORLDWIDE INC.	IN101100240	11/14/2022	REC-PICKLEBALLS	100-53-55300-340-100	37.01
12/09/2022	195297	S&S WORLDWIDE INC.	IN101100240	11/14/2022	CC-BALL RACK	100-52-55130-340-000	63.72
12/09/2022	195297	S&S WORLDWIDE INC.	IN101100240	11/14/2022	REC-BASKETBALLS	100-53-55300-340-030	328.95
Total 195297:							429.68
195298							
12/09/2022	195298	SCHROCK, AMOS	344914	11/16/2022	PK-ATTRIDGE PARK BRIDGE R	100-52-55200-280-000	2,500.00
Total 195298:							2,500.00
195299							
12/09/2022	195299	SCHUBRING, GERALD	220404	11/30/2022	ENG-REFUND BLDG PERM PD	100-22-44310-000	75.00
Total 195299:							75.00
195300							
12/09/2022	195300	SMITH, ALEXIS	19136	11/28/2022	CC-GYM RESERVATION CANCE	100-52-48210-000	200.00
Total 195300:							200.00
195301							
12/09/2022	195301	SULLIVANS TWO UNLIMI	158685	11/22/2022	PD- SQUAD 46 OIL CHANGE &	100-20-52110-240-000	46.93
12/09/2022	195301	SULLIVANS TWO UNLIMI	158704	11/28/2022	PD- SQUAD 54 OIL CHANGE	100-20-52110-240-000	46.93
12/09/2022	195301	SULLIVANS TWO UNLIMI	158705	11/30/2022	PD- SQUAD 57 OIL CHANGE	100-20-52110-240-000	46.93
12/09/2022	195301	SULLIVANS TWO UNLIMI	158706	11/29/2022	PD- SQUAD 49 OIL CHANGE	100-20-52110-240-000	46.93
Total 195301:							187.72
195302							
12/09/2022	195302	SUPREME AWARDS	051440	11/08/2022	FD - LOCKER PLATE FOR NAME	100-21-52200-340-400	18.60
12/09/2022	195302	SUPREME AWARDS	051493	11/30/2022	FD - 5 YR / 10 YR SERVICE AWA	100-21-52200-390-000	161.35
Total 195302:							179.95
195303							
12/09/2022	195303	TERRYTOWN PLUMBING	162074	11/28/2022	ZOO-WOLF WATER LINE REPAI	100-52-55410-280-000	260.00
Total 195303:							260.00
195304							
12/09/2022	195304	THE SHOE BOX	83586	11/23/2022	PW- JOHN MORRIS BOOTS 202	100-31-53230-319-000	147.60
Total 195304:							147.60
195305							
12/09/2022	195305	THOMPSON, JAKE	HOMEDEPO	11/25/2022	FD - REIMBURSE FUEL BLOWE	100-21-52200-340-000	199.00
Total 195305:							199.00
195306							
12/09/2022	195306	TOP PACK DEFENSE	9491	10/29/2022	PD- S SMITH BOOTS, BDU GRE	100-20-52110-346-000	202.48

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12/09/2022	195306	TOP PACK DEFENSE	9505	11/29/2022	PD- GIESE DUTY PANTS (WINT	100-20-52110-346-000	109.18
Total 195306:							311.66
195307							
12/09/2022	195307	ULINE	156494230	11/15/2022	FIN-5 GAL GAS CAN	100-11-51640-350-000	142.03
Total 195307:							142.03
195308							
12/09/2022	195308	VONBRIESEN & ROPER	408136	11/07/2022	ADM-GENERAL EMPLOYMENT -	100-13-51300-213-000	649.00
12/09/2022	195308	VONBRIESEN & ROPER	409886	11/17/2022	ATTY- DEVELOPMENT AGREEM	312-10-56600-213-000	849.50
12/09/2022	195308	VONBRIESEN & ROPER	409888	11/17/2022	ADM- REAL ESTATE PURCHASE	310-10-56600-213-000	960.00
12/09/2022	195308	VONBRIESEN & ROPER	4098889	11/17/2022	ADM- DOWNTOWN DEVELOPM	313-10-56600-213-000	1,695.00
Total 195308:							4,153.50
195309							
12/09/2022	195309	WEYH, DAVID	434389	12/02/2022	PW-SEW 2 10X15 FLAG	100-31-53270-260-000	120.00
Total 195309:							120.00
195310							
12/09/2022	195310	WOLTER INC	122296710	12/01/2022	PW-SCISSOR LIFT INSPECTION	100-31-53270-260-000	686.27
Total 195310:							686.27
195311							
12/09/2022	195311	WORKHORSE SOFTWAR	5073	10/31/2022	AIR-MUNICIPAL ACCOUNTING S	630-35-53510-399-000	5,450.00
Total 195311:							5,450.00
195312							
12/09/2022	195312	WRPQ RADIO	22070039	07/31/2022	CITY-JULY 2022 CABLE CHANN	100-10-55370-200-000	2,083.33
12/09/2022	195312	WRPQ RADIO	22080067	08/31/2022	CITY-AUG 2022 CABLE CHANNE	100-10-55370-200-000	2,083.33
12/09/2022	195312	WRPQ RADIO	22090031	09/30/2022	CITY-SEPT 2022 CABLE CHANN	100-10-55370-200-000	2,083.33
12/09/2022	195312	WRPQ RADIO	22100021	10/31/2022	CITY-OCT 2022 CABLE CHANNE	100-10-55370-200-000	2,083.33
12/09/2022	195312	WRPQ RADIO	22110020	11/30/2022	CITY-NOV 2022 CABLE CHANNE	100-10-55370-200-000	2,083.33
Total 195312:							10,416.65
7002774							
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	015803-1129	11/29/2022	PW-TRAFFIC SIGNAL ELECTRI	100-31-53300-222-000	233.33
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	041272-1109	11/09/2022	CC-HEAT	100-52-55130-223-000	841.74
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	041272-1109	11/09/2022	CC-ELECTRIC	100-52-55130-222-000	1,242.73
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	086392-1129	11/29/2022	PW-NOV STREET LIGHTS	240-31-53420-222-000	1,966.84
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	281633-1129	11/29/2022	PW-STREET LIGHT NOV 2022	240-31-53420-222-000	8,763.74
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	4792325289-	11/10/2022	POOL-HEAT	100-53-55420-223-000	54.82
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	4792325289-	11/10/2022	POOL-ELECTRIC	100-53-55420-222-000	223.20
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	837782-1109	11/09/2022	ZOO-HEAT	100-52-55410-223-000	183.49
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	837782-1109	11/09/2022	ZOO-ELECTRIC	100-52-55410-222-000	690.18
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	908384-1129	11/29/2022	PW-BRIAR / POTTER ST NOV E	100-31-51630-222-000	110.33
12/09/2022	7002774	ALLIANT ENERGY-ONLIN	908384-1129	11/29/2022	PW-BRIAR ST NOV HEAT 2022	100-31-51630-223-000	168.52
Total 7002774:							14,478.92

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
7002775							
12/09/2022	7002775	CAPITAL NEWSPAPERS	123970	09/03/2022	CLK-RELISH TRAY LIQ LIC	100-11-51420-210-000	34.53
12/09/2022	7002775	CAPITAL NEWSPAPERS	129080-1	10/06/2022	FIN-BUILD MAINT JOB POSTING	100-14-51430-210-000	261.36
Total 7002775:							295.89
7002776							
12/09/2022	7002776	GLACIER VALLEY FORD I	15789	11/09/2022	PK-2019 PICKUP BATTERY REP	100-52-55200-240-000	284.83
Total 7002776:							284.83
7002777							
12/09/2022	7002777	MADISON COLLEGE	0000000657	11/10/2022	FD - SCHREINER INSTRUCTOR	100-21-52200-320-000	147.95
Total 7002777:							147.95
7002778							
12/09/2022	7002778	MENARDS - BARABOO	2134-319005	11/14/2022	PW-FITTINGS TRUCK #12 BRIN	100-31-53350-350-000	3.76
12/09/2022	7002778	MENARDS - BARABOO	2212-319005	11/15/2022	PW-FLEX SEAL HIGH HEAT SYR	100-31-53350-350-000	57.90
12/09/2022	7002778	MENARDS - BARABOO	2227-319002	11/15/2022	PK-PIERCE PARK PAVILION DO	100-52-55200-260-000	417.33
12/09/2022	7002778	MENARDS - BARABOO	2236-319002	11/16/2022	FD - TRUSSES FOR CBTP	100-21-52200-814-000	1,578.24
12/09/2022	7002778	MENARDS - BARABOO	2266-319002	11/16/2022	PK-WINTERIZATION SUPPLY	100-52-55200-350-000	14.59
12/09/2022	7002778	MENARDS - BARABOO	2283-319002	11/16/2022	ZOO-LIGHT REPAIRS	100-52-55410-280-000	37.97
12/09/2022	7002778	MENARDS - BARABOO	2374-319002	11/17/2022	CC-BUILDING REPAIRS	100-52-55200-350-000	3.52
12/09/2022	7002778	MENARDS - BARABOO	2401-319002	11/17/2022	PK-FASTENER HARDWARE	100-52-55200-350-000	5.98
12/09/2022	7002778	MENARDS - BARABOO	2717-319002	11/21/2022	CC-ELECTRIC REPAIR PARTS	100-52-55130-350-000	40.96
12/09/2022	7002778	MENARDS - BARABOO	31900294-24	11/18/2022	FIN- BOLT/DISH WAND/ SCOUR	100-11-51640-350-000	10.77
12/09/2022	7002778	MENARDS - BARABOO	3277-319005	11/29/2022	PW-SAND BIN PARTS	100-31-53350-340-000	26.98
12/09/2022	7002778	MENARDS - BARABOO	3357-319002	11/30/2022	CC-LIGHTS & KITCHEN REPAIR	100-52-55130-350-000	100.31
12/09/2022	7002778	MENARDS - BARABOO	3427-319002	12/01/2022	PK-DEPPE PARK SILT FENCE	100-52-55200-280-000	74.97
12/09/2022	7002778	MENARDS - BARABOO	3525-319002	12/02/2022	FD - GAS CAN	100-21-52200-340-000	24.89
Total 7002778:							2,398.17
7002779							
12/09/2022	7002779	WASTE MANAGEMENT C	0683270-484	12/01/2022	PW-NOV REFUSE 2022	100-31-53630-270-000	18,578.96
12/09/2022	7002779	WASTE MANAGEMENT C	0683270-484	12/01/2022	PW-NOV RECYCLE 2022	100-31-53635-290-000	7,319.37
Total 7002779:							25,898.33
Grand Totals:							811,731.24

FINANCE COMMITTEE APPROVAL:

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(Chairman)

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(Date)

CITY OF BARABOO

Check Register - Utility
Check Issue Dates: 11/30/2022 - 11/30/2022

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
18024						
11/30/2022	ABBS PAVING & SEAL COATING	U2427	11/11/2022	WA-ASPHALT/PREP@CTY A TOWER	970-37-67200-239-000	3,905.53
11/30/2022	ABBS PAVING & SEAL COATING	U2427	11/11/2022	WA-ASPHALT/PREP@MAIN REPAIR SITES	970-37-67300-236-000	4,754.51
11/30/2022	ABBS PAVING & SEAL COATING	U2427	11/11/2022	WA-ASPHALT@SERVICE REPAIR SITE	970-37-67500-238-000	78.18
11/30/2022	ABBS PAVING & SEAL COATING	U2427	11/11/2022	WA-ASPHALT@NEW SERVICE (517 2ND ST)	970-96-10345-001	539.69
11/30/2022	ABBS PAVING & SEAL COATING	U2427	11/11/2022	SE-ASPHALT/PREP@6TH ST MAIN	960-36-83100-236-000	6,335.50
Total 18024:						15,613.41
18025						
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-MINE RD TOWER	970-37-66500-222-000	138.39
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-COMM AVE BOOSTER STATION	970-37-62300-222-000	292.46
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-ST RD 33 LIFTSTATION	960-36-83200-222-000	74.97
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-HEADWORKS BLDG	960-36-82200-222-000	14.51
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-BIRCH ST TOWER-RADIO BLDG	970-37-66500-222-000	43.59
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-OAK ST HI-LIFT STATION	970-37-66500-223-000	52.38
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-OAK ST HI-LIFT STATION	970-37-62300-222-000	484.14
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-POTTER ST LIFTSTATION	960-36-83200-222-000	28.99
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-MOORE ST TOWER	970-37-66500-222-000	32.92
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-MANCHESTER CONTROL	960-36-82710-222-000	542.68
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-MANCHESTER CONTROL	960-36-82100-222-000	7,248.84
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-WEST GARAGE	960-36-82100-222-000	14.51
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 8-721 2ND AVE	970-37-66500-223-000	19.14
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 8-721 2ND AVE	970-37-62300-222-000	2,072.60
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 4-7TH ST	970-37-66500-223-000	58.64
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 4-7TH ST	970-37-62300-222-000	1,845.89
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 7-801 GALL RD	970-37-66500-223-000	37.09
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 7-801 GALL RD	970-37-62300-222-000	1,659.75
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-8TH ST GRINDER PUMP	960-36-83200-222-000	17.21
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-BARNHART TOWER@COMM PKWY	970-37-66500-222-000	36.37
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	SEWER-MANCHESTER SLUDGE	960-36-82710-222-000	38.89
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-EAST ST TOWER	970-37-66500-222-000	144.16
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 6-SAUK AVE	970-37-66500-223-000	43.37
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 6-SAUK AVE	970-37-62300-222-000	1,833.95
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-COMM AVE BOOSTER STATION	970-37-66500-223-000	62.22
11/30/2022	ALLIANT ENERGY	U082330NO	11/16/2022	WATER-WELL NO. 2-722 HILL ST	970-37-62300-222-000	593.90
Total 18025:						17,431.56
18026						
11/30/2022	AT&T MOBILITY	U287305468	11/15/2022	UTIL-SUPT CELL SERVICE	960-36-85100-220-000	21.60
11/30/2022	AT&T MOBILITY	U287305468	11/15/2022	UTIL-SUPT CELL SERVICE	970-37-92100-220-000	21.59
11/30/2022	AT&T MOBILITY	U287305468	11/15/2022	UTIL-SCADA SERVICE@WELLS	970-37-63300-250-000	77.99
11/30/2022	AT&T MOBILITY	U287305468	11/15/2022	UTIL-SCADA SERVICE@BOOSTERS	970-37-67800-250-000	39.00
11/30/2022	AT&T MOBILITY	U287305468	11/15/2022	UTIL-SCADA SERVICE@TOWERS	970-37-67200-250-000	77.99
11/30/2022	AT&T MOBILITY	U287305468	11/15/2022	UTIL-SCADA SERVICE-TABLETS	970-37-67300-270-000	25.00
11/30/2022	AT&T MOBILITY	U287305468	11/15/2022	UTIL-SCADA SERVICE-TABLETS	960-36-83100-250-000	15.00
Total 18026:						278.17
18027						
11/30/2022	BADGER STATE INSPECTION L	W1001090	11/15/2022	WA-SITE INSPECTION: CTY A TOWER REHA	970-96-10107-001	6,500.00
11/30/2022	BADGER STATE INSPECTION L	W1001090	11/15/2022	WA-SITE INSPECTION: CTY A TOWER REHA	970-37-95000-860-000	6,500.00
11/30/2022	BADGER STATE INSPECTION L	W1001090	11/15/2022	WA-SITE INSPECTION: CTY A TOWER REHA	970-37-95000-899-000	6,500.00-
11/30/2022	BADGER STATE INSPECTION L	W1001091	11/15/2022	WA-TOUCH UP COATING: RECONDITION DA	970-37-67200-239-000	2,000.00

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 18027:						8,500.00
18028						
11/30/2022	BLACKHAWK TOWER COMMUN	W6914	11/30/2022	WA-ANTENNA RELOCATION: CTY A TOWER	970-96-10107-001	3,740.00
11/30/2022	BLACKHAWK TOWER COMMUN	W6914	11/30/2022	WA-ANTENNA RELOCATION: CTY A TOWER	970-37-95000-860-000	3,740.00
11/30/2022	BLACKHAWK TOWER COMMUN	W6914	11/30/2022	WA-ANTENNA RELOCATION: CTY A TOWER	970-37-95000-899-000	3,740.00-
Total 18028:						3,740.00
18029						
11/30/2022	BRIGHTSPEED	S301299619	11/17/2022	SEWER-PHONE-ACCT 301299619	960-36-85100-220-000	30.26
11/30/2022	BRIGHTSPEED	U301217861	11/17/2022	WATER-PHONE-ACCT 301217861	970-37-66500-220-000	7.56
11/30/2022	BRIGHTSPEED	U301217861	11/17/2022	WATER-PHONE-ACCT 301217861	970-37-92100-220-000	7.57
Total 18029:						45.39
18030						
11/30/2022	CARDMEMBER SERVICE	U11152022	11/15/2022	WATER-DNR SAMPLE MAILING	970-37-64300-343-000	84.45
11/30/2022	CARDMEMBER SERVICE	U11152022	11/15/2022	WA-BATTERIES: PORTABLE RADIOS	970-37-93200-250-000	240.00
11/30/2022	CARDMEMBER SERVICE	U11152022	11/15/2022	SE-MOWER: HYDRAULIC LIFT	960-36-83400-260-000	239.99
11/30/2022	CARDMEMBER SERVICE	U11152022	11/15/2022	SE-MAP MAILING TO EXPEDITERS	960-36-85100-343-000	24.00
Total 18030:						588.44
18031						
11/30/2022	CENTURY SPRINGS	S4074887	11/22/2022	SE-LAB DISTILLED WATER #13998	960-36-82700-340-000	38.99
Total 18031:						38.99
18032						
11/30/2022	CINTAS CORPORATION	S413664720	11/08/2022	SEWER-TOWELS-SOLD TO # 12710570	960-36-85600-390-000	9.89
11/30/2022	CINTAS CORPORATION	S413801053	11/21/2022	SEWER-TOWELS-SOLD TO # 12710570	960-36-85600-390-000	9.89
11/30/2022	CINTAS CORPORATION	W413664718	11/08/2022	WATER-TOWELS-SOLD TO # 12710608	970-37-66500-340-000	11.18
11/30/2022	CINTAS CORPORATION	W413801057	11/21/2022	WATER-TOWELS-SOLD TO #12710608	970-37-66500-340-000	11.18
Total 18032:						42.14
18033						
11/30/2022	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2022	STORMWATER-NOV 2022 RECEIPTS	999-00-10005-000	5,738.06
11/30/2022	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2022	STORMWATER-NOV 2022 RECEIPTS	970-37-40419-001	.30
11/30/2022	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2022	STREET LIGHT-NOV 2022 RECEIPTS	999-00-10005-000	2,808.01
11/30/2022	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2022	STREET LIGHT-NOV 2022 RECEIPTS	970-37-40419-001	.12
Total 18033:						8,546.49
18034						
11/30/2022	CORE & MAIN LP	W-R879637	11/07/2022	WATER-INVENTORY-ACCT 97801	970-96-10154-001	6,210.00
11/30/2022	CORE & MAIN LP	W-R879637	11/07/2022	WATER-MAIN GASKETS/BOLTS	970-37-67300-236-000	110.00
11/30/2022	CORE & MAIN LP	W-R879637	11/07/2022	SEWER-PIPE MECHANICAL PLUGS	960-36-83100-236-000	52.00
11/30/2022	CORE & MAIN LP	W-R899423	11/07/2022	WATER-METER REGISTERS: 1-1/2" (2)	970-37-67600-350-000	1,754.00
Total 18034:						8,126.00
18035						
11/30/2022	CROELL REDI-MIX INC	W695843	11/14/2022	WA-CONCRETE: MAIN BRK @ DRAPER ST	970-37-67300-236-000	211.50

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 18035:						211.50
18036						
11/30/2022	CTW CORPORATION	W40700	11/23/2022	WA-PHOSPHATE SCALE@WELL NO. 8	970-37-65200-250-000	4,563.50
11/30/2022	CTW CORPORATION	W40700	11/23/2022	WA-CHLORINE BOOSTER PUMP@WELL NO.	970-37-65200-250-000	1,383.00
Total 18036:						5,946.50
18037						
11/30/2022	EDGE CONSULTING ENGINEER	W90726	11/15/2022	WA-BIRCH ST MONOPOLE CERTIFICATION	970-37-67200-239-000	5,050.00
Total 18037:						5,050.00
18038						
11/30/2022	HOHLS FARM SUPPLY INC	W92648	11/15/2022	WA-PROPANE CYLINDER REFILLS	970-37-67500-238-000	50.00
Total 18038:						50.00
18039						
11/30/2022	MENARDS - BARABOO	S2376	11/17/2022	SE-PLASTIC MENDER-ACCT 31900288	960-36-85600-390-000	3.64
11/30/2022	MENARDS - BARABOO	S2711	11/21/2022	SE-HEADWORKS: SCREWS/PINS	960-36-82200-250-000	24.36
Total 18039:						28.00
18040						
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@521 9TH AVE	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@1021 WOOD	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@1020 WOOD	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@1008 WOOD	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@823 SUMMIT	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@821 SUMMIT	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@819 SUMMIT	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@817 SUMMIT	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@815 SUMMIT	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@715 ANGLE S	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@518 9TH AVE	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@608 9TH AVE	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@539 9TH AVE	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@538 9TH AVE	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@532 9TH AVE	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-REPLACE LEAD SERVICE@527 9TH AVE	261-37-53700-238-000	7,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-SERVICES: 9TH AVE+ANGLE/WOOD/SU	970-96-10145-001	112,000.00
11/30/2022	MID CITY CORPORATION	W96162	11/14/2022	WA-SERVICES: 9TH AVE+ANGLE/WOOD/SU	261-00-25640-000	112,000.00-
Total 18040:						112,000.00
18041						
11/30/2022	MSA PROFESSIONAL SERVICE	W35127#12-	11/29/2022	WA-ENGINEERING: CTY A TOWER REHABILI	970-96-10183-001	1,060.25
11/30/2022	MSA PROFESSIONAL SERVICE	W35127#12-	11/29/2022	WA-ENGINEERING: CTY A TOWER REHABILI	970-37-95000-860-000	1,060.25
11/30/2022	MSA PROFESSIONAL SERVICE	W35127#12-	11/29/2022	WA-ENGINEERING: CTY A TOWER REHABILI	970-37-95000-899-000	1,060.25-
Total 18041:						1,060.25
18042						
11/30/2022	NAPA AUTO PARTS	S463907	11/03/2022	SEWER-SILICONE-ACCT 1093	960-36-83400-250-000	46.66

Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 18042:						46.66
18043						
11/30/2022	STYLE N STITCHES	W11686	10/25/2022	WA-CREW TSHIRTS/SWEATSHIRTS	970-37-90200-346-000	386.00
Total 18043:						386.00
18044						
11/30/2022	TRESTER HOIST & EQUIPMENT	S7262217	11/29/2022	SE-OVERHEAD LIFTING INSPECTION	960-36-83400-250-000	927.00
Total 18044:						927.00
18045						
11/30/2022	US CELLULAR	S543635428	11/10/2022	SE-SCADA SERVICE@CTY T LIFTSTATION	960-36-83200-250-000	21.22
Total 18045:						21.22
18046						
11/30/2022	WWWP-WESTERN WI WATERW	W120722	11/30/2022	WA-QTRLY MTG: CARLSON/EMBERSON/PET	970-37-92600-330-000	105.00
Total 18046:						105.00
Grand Totals:						188,782.72

FINANCE COMMITTEE APPROVAL:

_____
(Chairman)

_____

_____

_____
(Date)

CITY OF BARABOO

Check Register - General to Balance
Check Issue Dates: 11/30/2022 - 11/30/2022

Page: 1
Nov 30, 2022 02:54PM

Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
1386							
11/30/2022	1386	PACE PAYMENT SYSTEM	OCT2022	11/01/2022	REC - ONLINE PAYMENT PROC	100-53-55300-270-000	50.19
Total 1386:							50.19
1387							
11/30/2022	1387	PAYMENT SERVICE NET	266588	11/03/2022	TRE-OCT PSN PAYMENT PROC	100-11-51520-290-000	716.10
11/30/2022	1387	PAYMENT SERVICE NET	266588	11/03/2022	TRE-OCT PSN NSF FEES	970-37-40474-001	20.00
Total 1387:							736.10
Grand Totals:							786.29

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

M = Manual Check, V = Void Check

Payment Service Network, Inc.

PSN Invoice Statement

THIS IS NOT A BILL - TRANSACTIONS BILLED ELECTRONICALLY

PSN Customer Service Number: 1-866-917-7368

City of Baraboo (Corp Acct)

101 South Blvd
Baraboo, WI 53913

Invoice Summary

Account ID:	CP18306
Invoice Date:	11/3/2022
Invoice Number:	266588
For Billing Period:	10/01/2022 - 10/31/2022
Total Amount Invoiced:	$736.10

Invoice Number: 266588
Services from 10/1/2022 - 10/31/2022

No. of Items billed: 1196

Invoice Details

Business Name (PSN ID)	Item Description	Number of Items	Amount Billed
City of Baraboo Utilities (RT18186)	CHECK(Online) @ $0.55	439	$241.45
	CHECK(Recurring) @ $0.55	343	$188.65
	CHECK(Scheduled) @ $0.55	201	$110.55
	CHECK(Phone) @ $0.55	19	$10.45
	CHECK(IVR) @ $0.55	5	$2.75
	CHECK(BillPay) @ $0.55	112	$61.60
	CHECK(Mobile) @ $0.55	60	$33.00
	SAVINGS(Online) @ $0.55	4	$2.20
	SAVINGS(Recurring) @ $0.55	7	$3.85
	SAVINGS(IVR) @ $0.55	1	$0.55
	SAVINGS(Mobile) @ $0.55	2	$1.10
	NSF Fee @ 10	2	$20.00
	PSN Gateway fee @ 59.95	1	$59.95
	Totals:	1,196	$736.10

100- 11-51520-290
970-36-10474-

Merchant Statement

PACE PAYMENT SYSTEMS, INC.
40 BURTON HILLS BLVD, SUITE 415
NASHVILLE, TN 37215

Processing Month:	October 2022	6316
Merchant Number:	6316453190902236	
Association Number:	450130	
Routing Number:	xxxxx1590	
Deposit Account Number:	xxxxx0306	

CITY OF BARABOO WISCONSIN
LORI LAUX
101 SOUTH BLVD
BARABOO WI 53913-2941

Amount Deducted:
$ 36.25

Plan Summary

Plan	Number of Sales	Sales Amount	Number of Credits	Credit Amount	Net Sales	Average Ticket	Discount P/I	%	Discount Due
Visa	20	1,095.00	00	.00	1,095.00	54.75		0.3900	4.27
MasterCard	10	430.00	00	.00	430.00	43.00		0.3900	1.68
JC	00	.00	00	.00	.00	.00		0.3900	.00
Discover Cash Adv	00	.00	00	.00	.00	.00		0.3900	.00
Discover	00	.00	00	.00	.00	.00		0.3900	.00
**	30	1,525.00	00	.00	1,525.00	50.83			5.95

Deposits

Day	Reference Number	Transaction Description	Plan Description	Number of Sales	Sales Amount	Credit Amount	Discount Paid	Net Deposit
03	90001359116	Deposit	All Card Types	01	20.00	.00	.00	20.00
03	90001368875	Deposit	All Card Types	03	115.00	.00	.00	115.00
03	90001379071	Deposit	All Card Types	01	30.00	.00	.00	30.00
04	90001386979	Deposit	All Card Types	01	60.00	.00	.00	60.00
06	90001399263	Deposit	All Card Types	01	110.00	.00	.00	110.00
10	90001409206	Deposit	All Card Types	03	75.00	.00	.00	75.00
11	90001410265	Deposit	All Card Types	01	50.00	.00	.00	50.00
12	90001425700	Deposit	All Card Types	01	20.00	.00	.00	20.00
13	90001438735	Deposit	All Card Types	01	20.00	.00	.00	20.00
17	90001446357	Deposit	All Card Types	01	30.00	.00	.00	30.00
18	90001450191	Deposit	All Card Types	04	450.00	.00	.00	450.00
19	90001463670	Deposit	All Card Types	01	80.00	.00	.00	80.00
20	90001474120	Deposit	All Card Types	01	20.00	.00	.00	20.00
24	90001480301	Deposit	All Card Types	01	20.00	.00	.00	20.00
25	90001497025	Deposit	All Card Types	03	100.00	.00	.00	100.00
26	90001508999	Deposit	All Card Types	02	45.00	.00	.00	45.00
27	90001514156	Deposit	All Card Types	01	120.00	.00	.00	120.00
28	90001523873	Deposit	All Card Types	03	160.00	.00	.00	160.00
Deposit Totals				**30**	**1,525.00**	**.00**	**.00**	**1,525.00**

Fees

Count	Amount	Rate %	Rate Per Item	Description	Fees Paid	Total
Authorization Fees:						
35				V/MC/DS Authorization Fee	.00	5.25
					Total Authorization Fees:	5.25
Interchange Fees / American Express Program Fees:						
08	355.00			VS Government Credit	.00	6.32
06	185.00			VS Government Debit	.00	2.11
01	310.00			VS Government Debit Cap	.00	2.00
04	215.00			VS US Regulated Debit	.00	.99
01	30.00			VS Business Card CNP Debit	.00	.84
01	30.00			MC Enhanced Public Sector	.00	.57
01	40.00			MC World Public Sector	.00	.72
04	190.00			MC World Elite Public Sector	.00	3.35
02	40.00			MC Emerging Markets Education & Govt Debit	.00	.56
01	120.00			MC High Value Public Sector	.00	1.96
01	10.00			MC US Cons Regulated POS Debit w/Fraud Adj	.00	.23
					Total Interchange Fees / American Express Program Fees:	19.65
Card Brand Fees:						
08				VS-NAPF-Credit	.00	.16
13				VS-NAPF-Debit	.00	.20
08	355.00			VS-ASSMNT CREDIT	.00	.60
12	740.00			VS-ASSMNT DEBIT	.00	1.18
20	1,095.00			VS-VS TRANSMFEE	.00	.04
10	430.00			MC-ACQ Brand Volume	.00	.69
13				MC-NABU Auth	.00	.25
14	570.00			MC-DIGITAL ENBLMT	.00	.28
					Total Card Brand Fees:	3.40
Other Fees:						
				MasterCard Location Fee	.00	2.00
					Total Other Fees:	2.00
					Total Fees Due:	**30.30**

Total $5919

Discount Due	5.95
Fees Due	30.30
Amount Deducted	36.25

Merchant Statement

PACE PAYMENT SYSTEMS, INC.
40 BURTON HILLS BLVD, SUITE 415
NASHVILLE, TN 37215

Processing Month:	October 2022	6316
Merchant Number:	6316106337026919	
Association Number:	450100	
Routing Number:	xxxxx1590	
Deposit Account Number:	xxxxx0306	

CITY OF BARABOO WISCONSIN
LORI LAUX
101 SOUTH BLVD
BARABOO WI 53913-2941

Amount Deducted:
$ 13.94

Plan Summary

Plan	Number of Sales	Sales Amount	Number of Credits	Credit Amount	Net Sales	Average Ticket	Discount P/I	%	Discount Due
Visa	06	440.00	00	.00	440.00	73.33		0.3900	1.72
MasterCard	03	75.00	00	.00	75.00	25.00		0.3900	.30
JC	00	.00	00	.00	.00	.00		0.3900	.00
Discover Cash Adv	00	.00	00	.00	.00	.00		0.3900	.00
Discover	01	100.00	00	.00	100.00	100.00		0.3900	.39
**	10	615.00	00	.00	615.00	61.50			2.41

Deposits

Day	Reference Number	Transaction Description	Plan Description	Number of Sales	Sales Amount	Credit Amount	Discount Paid	Net Deposit
03	90001149760	Deposit	All Card Types	02	150.00	.00	.00	150.00
06	90001151362	Deposit	All Card Types	01	85.00	.00	.00	85.00
10	90001160813	Deposit	All Card Types	01	25.00	.00	.00	25.00
14	90001171484	Deposit	All Card Types	01	125.00	.00	.00	125.00
18	90001184475	Deposit	All Card Types	01	55.00	.00	.00	55.00
24	90001199861	Deposit	All Card Types	01	25.00	.00	.00	25.00
25	90001201454	Deposit	All Card Types	03	150.00	.00	.00	150.00
Deposit Totals				**10**	**615.00**	**.00**	**.00**	**615.00**

Fees

Count	Amount	Rate %	Rate Per Item	Description	Fees Paid	Total
Authorization Fees:						
11				V/MC/DS Authorization Fee	.00	1.65
					Total Authorization Fees:	1.65
Interchange Fees / American Express Program Fees:						
02	110.00			VS Government Credit	.00	1.91
02	185.00			VS Government Debit	.00	1.50
02	145.00			VS US Regulated Debit	.00	.52
01	25.00			MC World Public Sector	.00	.49
01	25.00			MC Emerging Markets Education & Govt Debit	.00	.31
01	25.00			MC US Cons Regulated POS Debit w/Fraud Adj	.00	.23
01	100.00			DS PSL Public Services Rewards	.00	1.65
					Total Interchange Fees / American Express Program Fees:	6.61
Card Brand Fees:						
02				VS-NAPF-Credit	.00	.04
04				VS-NAPF-Debit	.00	.06
02	110.00			VS-ASSMNT CREDIT	.00	.19
04	330.00			VS-ASSMNT DEBIT	.00	.53
06	440.00			VS-VS TRANSMFEE	.00	.01
03	75.00			MC-ACQ Brand Volume	.00	.12
04				MC-NABU Auth	.00	.08
04	100.00			MC-DIGITAL ENBLMT	.00	.08
01	100.00			DS-DS Assessment	.00	.16
					Total Card Brand Fees:	1.27
Other Fees:						
				MasterCard Location Fee	.00	2.00
					Total Other Fees:	2.00
					Total Fees Due:	**11.53**

Discount Due	2.41
Fees Due	11.53
Amount Deducted	13.94

Check Register - Payroll Remittance Checks

November 2022

Check Date		Payee	Description	Amount
11/9/2022	46796	EFTPS	SOCIAL SECURITY Pay	14,639.29
11/9/2022	46796	EFTPS	SOCIAL SECURITY Pay	14,639.29
11/9/2022	46796	EFTPS	MEDICARE Pay Period:	3,423.72
11/9/2022	46796	EFTPS	MEDICARE Pay Period:	3,423.72
11/9/2022	46796	EFTPS	FEDERAL WITHHOLDING	20,428.38
			EFTPS Total	**56,554.40**
11/23/2022	46960	EFTPS	SOCIAL SECURITY Pay	15,949.60
11/23/2022	46960	EFTPS	SOCIAL SECURITY Pay	15,949.60
11/23/2022	46960	EFTPS	MEDICARE Pay Period:	3,730.16
11/23/2022	46960	EFTPS	MEDICARE Pay Period:	3,730.16
11/23/2022	46960	EFTPS	FEDERAL WITHHOLDING	21,770.41
			EFTPS Total	**61,129.93**
11/15/2022	46669	WI DEPT OF REVENUE	STATE TAXES WITHHELD	**9,440.98**
11/30/2022	46797	WI DEPT OF REVENUE	STATE TAXES WITHHELD	**9,323.71**
11/24/2022	47122	WI DEPT OF EMPLOYEE TRUST	HEALTH INSURANCE	**135,478.90**
11/30/2022	46959	WISCONSIN RETIREMENT	RETIREMENT	**73,141.25**
			$	**345,069.17**

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

NBR – 1

RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

Background
Whereas the City Council approved a line of credit be established with the Baraboo State Bank as a $5,000,000 Note Anticipation Note dated April 28, 2022, for the TID #12 interim financing for public purposes, including financing water, sewer and street improvement projects. This loan has a year maturity term at 2.15%. The borrowed money may be used only for the purposes for which it was borrowed.

Whereas a stipulation to this loan, Baraboo State Bank requires an approved Council resolution indicating the amount for each draw.

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

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

That the City resolves to draw $421,395.17 from the line of credit with the Baraboo State Bank on Wednesday December 14th, 2022.

Offered by: Finance/Personnel **Approved by Mayor:**_____
Motion:
Second:

_____
Certified by City Clerk:

Project Total									
		ARPA - Draw #1	ARPA - Draw #2	LOC - Draw #1	LOC - Draw #2	LOC - Draw #3	LOC - Draw #4	LOC - Draw #5	Grand Total
Admin & Legal	Capital Newspapers	0.00	0.00	618.28	80.75	0.00	0.00	0.00	699.03
	Ehlers	0.00	0.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
	Wis Dept of Revenue	0.00	0.00	0.00	1,150.00	0.00	0.00	0.00	1,150.00
	Register of Deeds	0.00	0.00	0.00	0.00	0.00	0.00	50.00	50.00
	Boardman & Clark	0.00	0.00	469.41	1,144.00	0.00	0.00	0.00	1,613.41
	VonBriesen & Roper	0.00	0.00	5,253.70	17,911.30	2,331.00	0.00	3,819.00	29,315.00
	City Staff Wages	0.00	0.00	0.00	2,114.00	0.00	0.00	5,844.15	7,958.15
	Quarles & Brady	0.00	0.00	0.00	0.00	11,880.00	0.00	0.00	11,880.00
	Redevelopment Resources-Housing Study	0.00	0.00	0.00	0.00	2,083.34	1,666.66	416.66	4,166.66
	Scott Appraisal	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00
	Redevelopment Resources-Stratigic Plan	0.00	0.00	0.00	0.00	0.00	750.00	718.34	1,468.34
	Clifton Larson	0.00	0.00	0.00	0.00	0.00	0.00	780.00	780.00
Admin & Legal Total		0.00	0.00	21,841.39	22,400.05	16,294.34	6,416.66	11,628.15	78,580.59
Jackson Farm	Register of Deeds	0.00	0.00	30.00	0.00	0.00	0.00	0.00	30.00
	TMC Improvements	0.00	0.00	862.36	0.00	0.00	0.00	0.00	862.36
	Beaver Services	0.00	0.00	22,400.00	0.00	0.00	0.00	0.00	22,400.00
	Grothman & Associates	0.00	0.00	2,905.00	0.00	0.00	0.00	0.00	2,905.00
	MSA Professional Services	0.00	0.00	1,962.25	0.00	0.00	0.00	0.00	1,962.25
	CTW Corporation	0.00	0.00	0.00	1,862.00	0.00	0.00	0.00	1,862.00
Jackson Farm Total		0.00	0.00	28,159.61	1,862.00	0.00	0.00	0.00	30,021.61
Stormwater Imp	MSA - Wetland	7,853.04	0.00	0.00	0.00	0.00	0.00	0.00	7,853.04
	CGC	1,349.96	0.00	0.00	0.00	0.00	0.00	0.00	1,349.96
	MSA - Design	8,517.40	24,943.00	0.00	0.00	6,814.26	0.00	22,896.82	63,171.48
	Core & Main	0.00	0.00	0.00	0.00	720.00	737.00	0.00	1,457.00
	County Materials	0.00	170,626.74	0.00	0.00	77,206.00	-4,504.08	26,207.28	269,535.94
	A-1 Excavating	0.00	62,078.30	0.00	173,318.40	364,001.80	35,510.00	0.00	634,908.50
Stormwater Imp Total		17,720.40	257,648.04	0.00	173,318.40	448,742.06	31,742.92	49,104.10	978,275.92
Dentention Pond	A-1 Excavating	0.00	0.00	0.00	165,727.22	8,722.48	19,383.30	0.00	193,833.00
Dentention Pond Total		0.00	0.00	0.00	165,727.22	8,722.48	19,383.30	0.00	193,833.00
Sewer Imp	MSA - Design	8,517.39	24,943.01	0.00	0.00	6,814.26	0.00	22,896.83	63,171.49
	MSA - Sanitary Sewer Imp	1,208.15	0.00	0.00	0.00	0.00	0.00	0.00	1,208.15
	Ferguson - Materials	30,271.80	0.00	0.00	0.00	0.00	0.00	0.00	30,271.80
	Core & Main	684.81	47,049.80	0.00	0.00	348.32	0.00	0.00	48,082.93
	James Peterson Sons	261,141.70	0.00	0.00	0.00	0.00	0.00	13,744.50	274,886.20
	A-1 Excavating	0.00	0.00	0.00	111,120.55	120,873.45	27,427.00	0.00	259,421.00
Sewer Imp Total		301,823.85	71,992.81	0.00	111,120.55	128,036.03	27,427.00	36,641.33	677,041.57
Water Imp	MSA - Design	8,517.39	24,943.00	0.00	0.00	6,814.26	0.00	22,896.83	63,171.48
	Ferguson - Materials	102,738.95	0.00	0.00	0.00	0.00	0.00	0.00	102,738.95
	MSA - Water Imp	1,208.15	0.00	0.00	0.00	0.00	0.00	0.00	1,208.15
	Menards	110.16	0.00	0.00	0.00	0.00	0.00	0.00	110.16
	J & J Underground	37,239.50	0.00	0.00	0.00	0.00	0.00	0.00	37,239.50
	Core & Main	2,123.75	173,934.00	0.00	0.00	82,004.00	10,248.00	68,619.00	336,928.75
	A-1 Excavating	0.00	0.00	0.00	116,460.50	99,854.50	48,320.00	0.00	264,635.00
Water Imp Total		151,937.90	198,877.00	0.00	116,460.50	188,672.76	58,568.00	91,515.83	806,031.99
Roadway Imp	Milestone Materials	0.00	0.00	0.00	2,835.55	0.00	0.00	803.99	3,639.54
	MSA - Design	0.00	0.00	0.00	33,460.42	6,814.26	0.00	22,896.82	63,171.50
	Pelton Builders	0.00	0.00	0.00	51,406.39	0.00	0.00	0.00	51,406.39
	A-1 Excavating	0.00	0.00	0.00	98,086.55	155,049.73	678,977.46	179,320.53	1,111,434.27
	City PW Wages	0.00	0.00	0.00	0.00	0.00	0.00	41.03	41.03
	Decker Supply	0.00	0.00	0.00	0.00	0.00	0.00	731.24	731.24
	WI Dept of Transportation	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00
Roadway Imp Total		0.00	0.00	0.00	185,788.91	161,863.99	678,977.46	207,793.61	1,234,423.97
Debt Service	Interest on Advance	0.00	0.00	0.00	401.62	0.00	0.00	5,821.62	6,223.24
	Baraboo State Bank	0.00	0.00	0.00	0.00	0.00	0.00	18,890.53	18,890.53
Debt Service Total		0.00	0.00	0.00	401.62	0.00	0.00	24,712.15	25,113.77
Parks and Trails	MSA Professional Services	0.00	0.00	0.00	0.00	75.00	0.00	0.00	75.00
Parks and Trails Total		0.00	0.00	0.00	0.00	75.00	0.00	0.00	75.00
Grand Total		**471,482.15**	**528,517.85**	**50,001.00**	**777,079.25**	**952,406.66**	**822,515.34**	**421,395.17**	**4,023,397.42**

NBR - 2

RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

Background: This is a proposed second addendum to the development agreement signed March 17, 2006 between the City, DEVCO 1, LLC, and RENEWAL 1, LLC. The parties signed addendum 1 on May 8, 2007. Addendum 2, attached, removed RENEWAL 1, LLC from the development agreement and DEVCO 1, LLC becomes solely responsible for the development agreement. Both companies were owned by Jay Smith and has since sold off RENEWAL 1, LLC. Mr. Smith remains financial responsible for the commitments made under the original development agreement.

The original development agreement was for the Teel project in the Gateway Industrial Park in TID 7. The project has completed, but Mr. Smith through DEVCO 1, LLC has funded the TID shortfall, per the agreement, for several years and will continue to do so until the TID revenues exceed the expenses.

Fiscal Note: [X] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted
Comments:

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

The Common Council hereby authorizes the City Administrator and the City Clerk to execute addendum 2 with DEVCO 1 LLC.

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

SECOND ADDENDUM TO DEVELOPMENT AGREEMENT

This Second Addendum to Development Agreement (hereinafter "**Second Addendum**") is made and entered into as of October ___, 2022 (the "**Effective Date**"), by and between the City of Baraboo, a Wisconsin municipal corporation (the "**City**"), and DEVCO I LLC, a Wisconsin limited liability company ("**Devco**") and RENEWAL I LLC, a Wisconsin limited liability company ("**Renewal**" and, collectively, with Devco, the "**Developer**") and amends that certain Development Agreement dated as of March 17, 2006 between the City and Devco as subsequently amended by that certain Addendum to Development Agreement dated as of May 8, 2007 between the City and the Developer (collectively, the "**Agreement**").

RECITALS

WHEREAS, Devco and Renewal were owned and operated by Jay L. Smith (hereinafter "**Smith**"); and

WHEREAS, Renewal has been sold by Smith to an unrelated third party; and

WHEREAS, given the sale of Renewal, the Developer is requesting the removal of Renewal from the Agreement; and

WHEREAS, the City agrees to remove Renewal as the Developer and all references to Renewal in the Agreement, subject to the terms and conditions of this Second Addendum.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Recitals**. The foregoing RECITALS are true, accurate and incorporated herein by reference.

2. **Developer**. All references to "Developer" in the Agreement shall refer to Devco only and all references to Renewal are hereby removed from the Agreement. Upon the execution and delivery of this Second Addendum and the satisfaction of all conditions hereunder, Renewal shall have no obligations under the Agreement. The foregoing release of Renewal shall be effective as of the Effective Date but shall not relieve Renewal of any obligations under the Agreement that were incurred (or result from an event occurring) prior to the Effective Date.

3. **Conditions**. This Second Addendum shall be effective upon the satisfaction of the following conditions:

(a) The City shall have received a fully-executed, original version of this Second Addendum; and

(b) The City shall have received payment in immediately available funds, of all fees and costs of incurred by the City with regard to this Second Addendum, including, without limitation, all attorneys' fees and expenses incurred or paid by the City in connection with the preparation of this Second Addendum.

4. Miscellaneous.

(a) Counterparts; Signatures. This Second Addendum may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. This Second Addendum may be executed in facsimile or electronic copy with the same binding effect as the original, but any party may request a paper original for its files and the other parties hereto shall be obligated to accommodate such a request.

(b) Representation and Warranty. Devco and Renewal each represents and warrants to the City that the execution and delivery of this Second Addendum is within its respective company power, has been duly authorized by proper organizational action on the part of Devco and Renewal, respectively, is not in violation of any existing law, rule or regulation of any governmental agency or authority, any order or decision of any court, the articles of organization or operating agreement of Devco or Renewal, respectively, or the terms of any agreement, restriction or under-taking to which Devco or Renewal is a party or by which it is bound, and does not require any approval or consent of any other person or member of Devco or Renewal, respectively, any governmental body, agency or authority or any other person or entity that have not already been obtained by Devco and Renewal.

(c) Entire Agreement; Applicable Law. The Agreement, as amended by this Second Addendum, is the entire agreement between the parties thereto and hereto with respect to the matters contained therein, herein and any other documents related thereto, and this Second Addendum supersedes any prior discussions with respect to such an addendum. This Second Addendum shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without application of conflicts of laws.

(d) Headings. Paragraph headings used in this Second Addendum are for convenience only and shall not affect the construction of this Second Addendum.

(e) No Further Modification; Ratification. Except as expressly modified in this Second Addendum, the Agreement and all documents previously referenced in or executed in connection with the Agreement shall remain in full force and effect and are hereby ratified.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, this Second Addendum is executed as of the Effective Date.

CITY:

CITY OF BARABOO

By: _____
Casey J. Bradley, City Administrator

Attest: _____
Brenda Zeman, City Clerk

DEVELOPER:

DEVCO I LLC

By: _____
Jay L. Smith, Manager

RENEWAL I LLC

By: _____
Name: KAREN L. TULETA
Title: PRESIDENT

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RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

Background: This is an Assignment and Assumption Agreement, this document will transfer the City of Baraboo's interests in the Airport to the Village of Lake Delton. By approving this, the responsibility of past grant funds and their associated obligations will pass to the Village of Lake Delton. We also have the transfer of our portion of the Deed interest in the land to be conveyed to the Village of Lake Delton.

These documents have been vetted through our respective attorney's, the Bureau of Aeronautics, and the Federal Aviation Administration.

Fiscal Note: [X] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted
Comments:

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

The Common Council hereby authorizes the Mayor, City Administrator, and the City Clerk to execute the Assignment and Assumption Agreement and the Deed Transfer documents as presented.

Offered by:
Motion:
Second:

Approved:_____

Attest: _____

State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between The City of Baraboo, a municipal corporation ("Grantor," whether one or more), and The Village of Lake Delton, a municipal corporation ("Grantee," whether one or more). Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sauk County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached legal description. Together with a Clear Zone Easement labeled Parcel No. 6 and recorded in the Sauk County Register of Deeds office in Volume 342 Page 268; an Aviation easement labeled Parcel No. 5 and recorded in the Sauk County Register of Deeds office in Volume 342 Page 435; an Award of Damages recorded in the Sauk County Register of Deeds office in Volume 357 Page 320; and an Aviation Easement labeled Parcel No. 7 and recorded in the Sauk County Register of Deeds office in Volume 342 Page 268.

Recording Area

Name and Return Address

West & Dunn
214 First Street
Baraboo, WI 53913

See attached legal description

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated December 2022 .

(SEAL) * Rob Nelson, Mayor

(SEAL) * Brenda Zeman, Clerk

(SEAL) *

(SEAL) *

AUTHENTICATION

Signature(s) _____

authenticated on _____.

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Richard W Cross
Attorney at Law

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Sauk COUNTY)

Personally came before me on December 2022, the above-named Rob Nelson and Brenda Zeman, Mayor and Clerk of the City of Baraboo to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

* Type name below signatures.

A legal description of the property boundary for the Baraboo-Wisconsin Dells Airport, located in Section 10 and Section 15, Tl2N, R6E, Town of Delton, Sauk County, Wisconsin, described as follows:

Beginning at the southwest comer of said Section 10; thence N89°56'00"E, 1566.91 feet along the south line of the SW¼ of Section 10; thence N08°32'20"E, 1324.58 feet; thence N07°10'30"E, 426.11 feet; thence Nl2°55'02"E, 920.91 feet to the north line of the SW¼ of Section 10 and the centerline of North Reedsburg; thence S89°57'58"E, 401.67 feet along the north line of the SW¼ of Section 10 to the southwest comer of Lot l, CSM No. 1235; thence north along the west line of said Lot l, 385.49 feet to the northwest comer of said Lot 1; thence east along the north line of said Lot l, 165.00 feet to the northwest comer of Lot 2, CSM No. 1797; then east along the north line of said Lot 2, 176 feet to the northeast comer of said Lot 2; thence south along the east line of said Lot 2, 385.40 feet to the north line of the SE¼ of Section 10 and the centerline of North Reedsburg Road; thence S89°56'37"E along the north line of the SE ¼ of Section 10, 323.02 feet; thence S04°37'47"W, 1080.45 feet; thence S08°18'39"W, 493.71 feet; thence S08°22'56"W, 1074.43 feet to the south line of the SE¼ of said Section 10; thence S08°46'24"W, 1314.86 feet to the west line of the NE¼ of Section 15; thence S00°21'21"W, 917.21 feet along the west line of the NE¼ of said Section 15 to the northwest comer of Lot 1 of CSM No. 2362; thence southeast along the northeasterly line of said Lot 1, 603.41 feet to the north line of Lot 2 of CSM No. 2362; thence east along the north line of said Lot 2, 792.91 feet to the northeast comer of said Lot 2; thence S46°56'06"W, 1693.78 feet to the west line of the SE¼ of said Section 15 and the southwest corner of said Lot 2; thence N89°4l'48"E, 1228.70 feet to the east line of the of the NW¼ of the SE¼ of said Section 15 and the southeast comer of said Lot 2; thence S00°26'12"E, 168.66 feet to the north line of the SW¼ of the SE¼ of Section 15; thence S89°31'19"W, 1234.03 feet to the west line of the SE¼ of said Section 15; thence N89°52'07"W, 2583.19 feet to the west line of the SW¼ of said Section 15; thence N00°52'26"E, 1320.31 feet to the northwest comer of the SW¼ of said Section 15; thence N00°09'15"E, 2643.25 feet to the southwest comer of the said Section 10 and the point of beginning.
Said parcel is subject to all public rights-of-way and recorded easements.

Parcel Identification Nos. :

008-0198-00000	008-0234-00000	008-0239-00000
008-0198-10000	008-0235-00000	008-0240-00000
008-0206-00000	008-0236-00000	008-0245-01000
008-0212-00000	008-0237-00000	008-0245-10000
008-0219-00000	008-0238-00000	008-0246-00000

Assignment and Assumption Agreement

This **ASSIGNMENT and ASSUMPTION AGREEMENT** made this _____day of _____, 2022, by and between the City of Baraboo, a Wisconsin municipal corporation (hereinafter referred to as "Baraboo") and the Village of Lake Delton, a Wisconsin municipal corporation (hereinafter referred to as "Lake Delton").

RECITALS

WHEREAS, Lake Delton, Baraboo, the Town of Delton (hereinafter referred to as "Delton"), and the City of Wisconsin Dells (hereinafter referred to as "WI Dells") jointly operated the Baraboo-Wisconsin Dells Regional Airport (hereinafter referred to as "Airport"), as depicted in the property mays attached hereto as **Exhibit 1**, pursuant to an Intergovernmental Agreement entered into January 1, 2008.

WHEREAS, WI Dells concluded its participation in the Airport by resolution on October 17, 2016.

WHEREAS, Delton concluded its participation in the Airport on December 31, 2016.

WHEREAS, the obligations, covenants, rights and interests in, to, and under all existing FAA grant agreements with Delton and WI Dells were never formally assigned and assumed as part of the withdrawal of Delton and WI Dells from the Airport.

WHEREAS, the Airport has been operated, maintained and regulated by the Baraboo-Wisconsin Dells Airport Commission (hereinafter referred to as "Commission") pursuant to the *Operation Agreement for the Airport Commission of the Baraboo-Wisconsin Dells Regional Airport*, dated January 1, 2018, between Lake Delton and Baraboo (hereinafter referred to as "Operating Agreement").

WHEREAS, Baraboo has determined that it is in the best interests of Baraboo to withdraw from the Operating Agreement and to transfer its interest in the real and personal property of the Airport to Lake Delton subject to the terms and conditions of this Agreement.

WHEREAS, Lake Delton desires to continue operating the Airport as sole owner and operator and possesses the financial, managerial and technical expertise and the resources to do so in compliance with federal, state and local regulations, and the terms and conditions of all grant agreements entered into with the Federal Aviation Administration (hereinafter referred to as "FAA") by Lake Delton, Baraboo, Delton, and WI Dells.

WHEREAS, concurrent to execution and exercise of this Assignment and Assumption Agreement, the parties understand the FAA by separate document is approving Lake Delton as an eligible airport sponsor for federal funds and other assistance.

AGREEMENT

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The above recitals are included in this Assignment and Assumption Agreement.

2. **Effective Date**: The effective date of this Assignment and Assumption Agreement is the date the FAA approves the transfer of Sponsorship

3. **Assignment**. Baraboo hereby grants, conveys, transfers and assigns to Lake Delton, all of Baraboo's rights, title, interests and obligations in, to and under the FAA Grant Agreements (listed on **Exhibit 2**), attached hereto and made a part hereof. It is the intent of the parties that the right, title, interest and obligations of Baraboo prior to, on and after this date under all outstanding FAA Grant Agreements between the FAA and Baraboo are being assigned to Lake Delton hereunder.

4. **Acceptance/Assumption**. Lake Delton hereby accepts the assignment granted in Section 3 above. Lake Delton further assumes, covenants, acknowledges and agrees to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions of the FAA Grant Agreements (listed in **Exhibit 2**) on and after the date of this Assumption Agreement, the terms, covenants and conditions of which are hereby incorporated herein by reference.

5. **Transfer of Airport Revenue and Personal Property**: Baraboo will transfer to Lake Delton on the Effective Date the following: (a) all Airport Revenue, including Airport Enterprise Funds, on hand with Baraboo, as identified in **Exhibit 3** and (b) all equipment and personal property used in the operation of the Airport as identified in **Exhibit 4** as of the Effective Date.

6. **Representation**.

   Baraboo represents and warrants that:

   (a) It has fully complied with the terms of the FAA Grant Agreements, that it is not in default under these terms, that is has not received notice of default from any other party to the FAA Grant Agreements and that, to the best of the knowledge of Baraboo, no other party to the FAA Grant Agreements is in default under the terms of these obligations and agreements and decisions.

   (b) Baraboo has the right to assign the FAA Grant Agreements subject to FAA approval.

7. **Notice**. Any notice herein required or permitted to be given shall be deemed given if and when mailed in a sealed envelope by United States certified mail, return-receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

   As to City of Baraboo: City of Baraboo
   101 South Boulevard

	Baraboo, WI 53913
With a copy to:	Casey Bradley Administrator 101 South Boulevard Baraboo, WI 53913
As to Village of Lake Delton:	Village of Lake Delton P.O. Box 87 Lake Delton, WI 53965
With a copy to:	Tim McCumber Administrator P.O. Box 87 Lake Delton, WI 53965

8. **Legally Binding**. All agreements, covenants, conditions and obligations contained in this Assignment and Assumption Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The FAA is intended to be a third party beneficiary with respect to all provisions of this Assignment and Assumption Agreement.

9. **Complete Agreement**. This Assignment and Assumption Agreement constitutes the entire understanding and agreement of Baraboo and Lake Delton and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.

10. **Severability.** If the application of any provision of this Assignment and Assumption Agreement to any particular facts or circumstances will for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties.

[Signatures to Follow]

IN WITNESS WHEREOF, the City of Baraboo and the Village of Lake Delton have caused the Assignment and Assumption Agreement to be executed by their duly authorized representatives the day and year first above written.

ATTEST: CITY OF BARABOO:

By: _____ By: _____

Name: _____ Name: _____

Title: _City Administrator_____ Title: ___Mayor_____

By:_____

Name:_____

Title:_City Clerk_____

ATTEST: VILLAGE OF LAKE DELTON:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Assignment and Assumption Agreements

EXHIBIT 1 – Airport Property Map

EXHIBIT 2 – List of FAA Grant Agreements

EXHIBIT 3 – List of Airport Revenue

EXHIBIT 4 – List of Personal Property and Equipment Used in the Operation of the Airport

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RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

Background: On June 14th, 2022 Council approved a development agreement with the developer, JDJE, LLC. The developer has requested that we update the development agreement to include their franchise agreement. Attached you will find the updated agreement.

The terms and conditions of the development agreement have not changed as they were approved in June.

Fiscal Note: [ ] Not Required [x] Budgeted Expenditure [X] Not Budgeted
Comments:

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

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the Development Agreement on behalf of the City with JDJE, LLC, for the purposes of construction a new 97 Room Fairfield Hotel.

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

EXECUTION VERSION

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of December 13, 2022 (the "**Effective Date**") by and among the City of Baraboo ("**City**") and JDJE, LLC, a Wisconsin limited liability company ("**Developer**").

RECITALS

A. Developer owns (or has the ability to purchase under a binding contract) the land described in the **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

B. The Property is located within the boundaries of the City's Tax Incremental District No. 11 (the "**District**").

C. The City established the District in order to, among other things, develop the area of the City covered by the District and finance various project costs within the District, subject to approvals by the City Council and the Joint Review Board for the District and in compliance with Wis. Stat. §66.1105 (the "**TI Act**").

D. Developer intends to develop the Property by constructing a ninety-seven (97) room Fairfield Inn & Suites by Marriott hotel (the "**Project**").

E. The City believes it is appropriate to use tax increments from the District to provide the MRO (as defined below) to reimburse Developer for costs related to the development of Developer Improvements (as defined below) on the Property in and for the benefit of the District, to facilitate development within the District and to provide financing for portions of such improvements and development, provided such development qualifies as a "project cost" under the TI Act.

F. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the District, including, but not limited to, expanding tax base and employment opportunities within the City.

AGREEMENT

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

ARTICLE I –CONDITIONS AND REQUIRED INFORMATION

1.1 Conditions. The City shall have no obligations under this Agreement and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below if the Conditions set forth below have not been fully satisfied in a form and in substance reasonably acceptable to the City. On or before July 1, 2022, Developer shall satisfy the following conditions (the "**Conditions**") and provide to the City such other documentation as the City may in good faith request, which documentation shall be in form and in substance reasonably acceptable to the City, confirming Developer's full compliance with each of the following Conditions:

(a) Developer shall obtain and deliver to the City a fully executed [license/franchise] agreement substantially in the form attached hereto and incorporated herein by reference as **Exhibit B** (the "**Franchise Agreement**") for the operation of the Project with a term to expire no earlier than January 1, 2040 which provides for the operation of the Project as a Fairfield Inn & Suites by Marriott International, Inc. ("**Franchisor**"). In the event the Franchise Agreement is subject to any contingencies or conditions, Developer shall also provide written confirmation to the City, in form and in substance reasonably acceptable to the City, confirming Developer's ability to timely and fully satisfy all such contingencies and conditions. Developer shall also obtain and deliver to the City a copy of any and all hotel development plans, if any, prepared by or on behalf of Franchisor, identifying the scope of work required on the Property in order to satisfy Franchisor's new hotel build requirements.

(b) Developer shall deliver to the City the following information related to the anticipated development of the Property (collectively, the "**Required Information**"):

(i) A title commitment or title policy issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the current owner or the proposed owner (as applicable) of the fee interest in the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, "**Exceptions**"). None of the Exceptions shall interfere with the development and use of the Project, and if any Exception does interfere with the development and use of the Project, Developer agrees to remove such Exception from title on the Property.

(ii) Developer shall deliver a schedule for the construction of Developer Improvements (as defined below) on the Property and identifying the following for the Project:

(A) Intended commencement and completion date,

(B) Reasonably estimated costs associated with the construction, and

(C) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(iii) The construction contracts and a cost breakdown and budget listing the intended cost of each improvement and construction expense for the Project, including all hard costs and soft costs. The cost breakdown and budget shall be certified in writing by Developer and Developer's independent consulting engineer or independent architect (in form and substance acceptable to the City).

(iv) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the intended construction. Developer shall also provide copies of all approvals by all applicable government bodies and agencies.

(v) A copy of the final construction plans and complete specifications (the "**Final Plans**") for the intended construction related to the Project that are consistent with the provisions of this Agreement. The Final Plans must be certified as final and complete

and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

(vi) All documents authorizing the construction of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

1.2 **Termination Rights.** The City shall have the right to terminate this Agreement and the MRO and shall have no obligations under this Agreement or the MRO, if Developer fails to fully and timely satisfy all of the Conditions (including, without limitation providing the Required Information), as determined in the sole discretion of the City; provided, in the event that the City intends to terminate this Agreement pursuant to this Section 1.2, the City agrees: (a) to provide Developer written notice of the City's intention to terminate this Agreement (each a "**Termination Notice**"), and (b) to allow Developer an opportunity to cure all outstanding failures set forth in such Termination Notice within fifteen (15) business days of the date of such Termination Notice. If Developer timely cures all failures stated in the Termination Notice within such fifteen (15) business day cure period, the City agrees to not exercise its termination rights with regard to the failures specifically disclosed in the Termination Notice, but the City reserves all rights to terminate this Agreement in the future for other failures by the Developer whether under this Section 1.2 or other provisions of this Agreement.

ARTICLE II – OBLIGATIONS RELATED TO THE PROPERTY

2.1 **Improvements**. Developer shall make, at its own expense, the following improvements and perform the following work on the Property subject to the Final Plans and pursuant to the other terms and conditions of this Agreement (collectively, the "**Developer Improvements**"):

(a) Developer shall commence construction of the Project (installing footings for the building(s)) on or before August 1, 2022, and the Project shall consist of a building and other improvements consistent with the Final Plans. Upon commencement of such work, Developer shall proceed to the full completion of all of the improvements set forth in this Section 2.1 with due diligence and without unreasonable delay or interruption with the exception of force majeure events, if any, as defined in Section 15.9 below. The Project shall be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances and available for occupancy on or before December 31, 2023.

(b) Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding or sod.

(c) Developer shall install, or have installed, all electric, gas, telephone and cable services and all improvements for the use and operation of the Project.

(d) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to existing sewer and water mains.

(e) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property including drain tiles, pipes, detention ponds and retention ponds.

(f) Developer shall be responsible for all erosion control related to construction of all improvements on the Property.

(g) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

In the event of any loss or damage to any of Developer Improvements prior to close of the District, Developer shall promptly proceed with the repair and replacement of such Developer Improvements to the condition that the Developer Improvements were in immediately prior to the casualty. The fair market value of Developer Improvements following reconstruction or repair must be substantially similar to or more than the fair market value of such Developer Improvements immediately prior to the casualty. Once the reconstruction or repair work is commenced, Developer shall promptly proceed with due diligence to complete such work. The reconstruction and repair work must be commenced within 180 days after the casualty. These obligations shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property; provided, however, this Agreement shall automatically terminate upon the closure of the District and either the City or Developer may record a memorandum acknowledging the termination.

2.2 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

2.3 Time is of the Essence. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

2.4 Work Quality. All work to be performed by or on behalf of Developer (or any contractor selected by Developer) related to the Developer Improvements shall be performed expeditiously and in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the City. Developer (or any contractor selected by Developer), respectively, shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes, and shall obtain and maintain all necessary permits and licenses for such work.

ARTICLE III – ACCESS, INSPECTIONS AND CONTRACTORS

3.1 Access and Inspections. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the purpose of facilitating the City's inspection of the Property and the Developer Improvements.

3.2 Inspections for City's Benefit Only. Any inspection conducted by the City or its agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

3.3 Contractors and Consulting Engineers. At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's

expense, unless the City must perform multiple inspections as a result of Developer's failure to meet the Final Plans) including:

(a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the requirements of this Agreement and to advise the City of the anticipated cost of, and a time for, the completion of construction work; and

(b) to review and advise the City of any proposed changes in the construction of Developer Improvements.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for Developer Improvements shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE IV – MUNICIPAL REVENUE OBLIGATION

4.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City agrees to issue a Two Million Five Hundred Sixty-Six Thousand Seven Hundred Twenty-Two and 00/100 Dollars ($2,566,722.00) non-interest bearing municipal revenue obligation (the "**MRO**") to Developer within sixty (60) calendar days after the City's written confirmation of receipt of all of the Required Information. Except as otherwise described herein, payments on the MRO will equal the amount of the Available Tax Increment (as defined below) in each year appropriated by the City Council until the MRO is paid in full. "**Available Tax Increment**" means an amount equal to seventy-five percent (75%) of the Tax Increment (as defined below) actually received by the City in each year. "**Tax Increment**" shall have the meaning given under Wis. Stat. §66.1105(2)(i) but shall be limited to the Tax Increment attributable to the real estate, improvements, and any taxable personal property associated with the Property. Provided the Developer is not in Default under this Agreement, the City will not use the Available Tax Increment to pay any debts or obligations of the City other than the obligations under the MRO, until the MRO is paid in full.

Provided that Developer has timely satisfied the Conditions, timely provided the Required Information and Developer is not in Default under this Agreement at each time, the City shall, subject to annual appropriation of such payment by the City Council, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before December 31st of each year commencing on December 31, 2024, and continuing to (and including) December 31, 2039 (each, a "**Payment Date**"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment). To the extent that on any Payment Date the City is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, such failure shall not constitute a default under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the City has Available Tax Increment. The term of the MRO and the City's

obligation to make payments hereunder shall not extend beyond December 31, 2039 ("**Final Payment Date**"). The City shall have no obligation to make further payments on the MRO or incur any liability related to the MRO after the Final Payment Date, regardless of any amounts outstanding on the MRO after the Final Payment Date. Upon the City's MRO payment on the Final Payment Date, the MRO shall terminate and the City's obligation to make any payments under the MRO shall be discharged.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the City earlier than the first Payment Date, such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Council. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

4.2 MRO Form. The MRO shall be substantially in the form attached hereto and incorporated herein by reference as **Exhibit C** and shall be payable in accordance with the terms and conditions set forth in such MRO. The principal payments shall be payable solely from the Available Tax Increment appropriated by the City. On or about each Payment Date under the MRO, the City shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.

4.3 Issuance of MRO and Payment Limitation. Provided that Developer has timely satisfied the Conditions, timely provided the Required Information and Developer is not in Default under this Agreement, the City will deliver the MRO to Developer within sixty (60) days after the City's written confirmation of receipt of all of the Required Information. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to Developer until a reasonable time after, but no more than thirty (30) days after, all such Defaults are cured, provided each Default is cured within the applicable cure period (if any) for such Default. The total amount of principal to be paid under the MRO shall in no event exceed Two Million Five Hundred Sixty-Six Thousand Seven Hundred Twenty-Two and 00/100 Dollars ($2,566,722.00). The City's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend such payment until the Default is cured, provided that if the Default is not cured within the applicable cure period (if any), the City shall have no further obligation to make such payment or any other payment and the City may exercise any and all available remedies.

4.4 Repayment Schedule. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right to modify the MRO repayment schedule based upon market conditions, the actual and projected Tax Increment generated from Developer Improvements and (with respect to determination of the first Payment Date) the completion date of construction of Developer Improvements. The Available Tax Increment received by the City each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the City Council.

ARTICLE V – ZONING AND LAND USE

5.1 Zoning Compliance. Development on the Property under this Agreement shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued. Nothing in this Agreement shall obligate the City to grant variances, exceptions or conditional use permits related to the Project.

5.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render such property exempt from property taxation. Developer agrees to record a deed restriction or restrictive covenant against the Property prior to any sale or leasing of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the City to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the City. This provision and the deed restriction or restrictive covenant shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains an interest as owner, tenant or occupant provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.

ARTICLE VI – ASSIGNMENTS AND CHANGES OF CONTROL

6.1 Assignments and Change of Control. This Agreement shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City for any reason). If Developer is not managing the Project pursuant to a management agreement in compliance with the provisions of Section 6.2 below, ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both. The current Members of Developer are identified on **Exhibit D** attached hereto and incorporated herein by reference.

6.2 Franchise Agreement and Hotel Management. The Franchise Agreement submitted to the City by Developer shall not be assigned by Developer without the prior written consent of the City (which may be withheld by the City for any reason). Subsequent to the delivery of the Franchise Agreement, Developer shall also provide to the City immediately upon receipt copies of all amendments to the Franchise Agreement and of any and all correspondence or notices from the Franchisor related to any Franchisor alleged breach by Developer of the Franchise Agreement or the status of the Project. The Franchise Agreement shall not be amended in any manner which may adversely affect the quality, condition, reputation or value of the Project, the value of the franchise, or in a manner which would shorten the term of the Franchise Agreement. The initial manager of the hotel on the Property shall be S & L Hospitality, LLC (the "**Manager**") under a management agreement approved by the City, which approval shall not be unreasonably withheld. In the event Manager, is not or ceases to be the manager of the hotel on the Property, Developer shall submit to the City a copy of a proposed new management agreement for the hotel, which agreement shall be subject to the approval of the City, which approval

shall not be unreasonably withheld. Developer shall have full authority, under the terms and conditions of the management agreement, to direct and control the management, operation and financing of the hotel in a manner which is fully compliant with the terms and conditions of the Franchise Agreement and at a level which will not adversely affect the quality, condition, reputation or value of the hotel or the Project. Any management agreement for the hotel shall not be assigned or amended without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event a proposed new management agreement submitted to the City by Developer is not approved by the City, Developer shall be responsible for the management of the hotel until such time as a management agreement is submitted to the City which is approved by the City. Notwithstanding the City's right to approve the management agreement for the hotel on the Property, the City's approval of the management agreement shall not give rise to any liability on the part of the City for the acts or omissions of Developer or any other manager or its employees or agents. Furthermore, the City shall have no liability to Developer or any other person or entity related to the City's failure to approve any management agreement. A significant portion of the consideration for this Agreement is the expertise in hotel development and management provided by Developer and it is the City's expectation that Developer will remain principally involved in the hotel development and management throughout the term of this Agreement. If any of the terms and conditions of this Section 6.2 are not complied with, such noncompliance shall be deemed a Default by Developer.

ARTICLE VII – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

(a) it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;

(c) the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project;

(d) this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms;

(e) it will use commercially reasonable efforts to complete the development and construction of Developer Improvements and the Project expeditiously, in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;

(f) it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City, except for any material modification that is limited to the inside of the building (such modifications will not need City consent);

(g) it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require;

(h) it will take all reasonable steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(i) it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

(j) it will pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) it shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer;

(m) it shall provide to the City, promptly upon the City's request, any information deemed reasonably necessary by the City related to the MRO and the performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement and the MRO;

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and

(o) there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property.

7.2 **Execution Representations and Warranties.** The person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

7.3 **Repeating Representations.** On each Payment Date, Developer shall recertify in writing (electronic or otherwise) the representations and warranties of Developer provided in Section 7.1 above as being true and correct as of each Payment Date.

7.4 **Cooperation**. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

ARTICLE VIII – CITY REPRESENTATION AND WARRANTIES

8.1 **City Representations and Warranties**. The City represents and warrants that:

(a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

ARTICLE IX – DEFAULTS

9.1 **Default.** Any one or more of the following shall constitute a "**Default**" under this Agreement.

(a) Developer fails to timely and fully perform, or comply with, any one or more of its respective obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein (including, without limitation, the untimely satisfaction of the Conditions or the untimely delivery of the Required Information).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

ARTICLE X– REMEDIES

10.1 **Remedies.** In the event of a Default, the City shall provide written notice to Developer of the Default (the "**Default Notice**"); however, such defaulting party shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 9.1(c) above.

(a) The Default Notice shall provide Developer at least thirty (30) days to cure a Default; however, the 30-day period may be extended to the period of time reasonably necessary to cure the Default, if Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default but in no event shall the period of time to cure the Default exceed ninety (90) days from the date of the Default Notice.

(b) In the event the Default is not fully and timely cured by Developer, the City shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the City provided for under this Agreement:

(i) The City may refuse to issue any permits to Developer for the construction of buildings or improvements on the Property;

(ii) The City may recover from Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the City related to or arising out of a Default;

(iii) The City may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO; or

(iv) The City may terminate this Agreement.

ARTICLE XI – SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns; Assignment. This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. This Agreement shall not be assigned by Developer without the prior written consent of the City, which consent may be withheld for any reason.

ARTICLE XII – TERMINATION

12.1 Termination. This Agreement shall not terminate until the earlier of:

(a) termination by the City of the District pursuant to §66.1105(7) of the TI Act,

(b) the MRO being paid in full, or

(c) termination by the City pursuant to the terms of this Agreement;

however, and notwithstanding any provision herein to the contrary, the termination of this Agreement shall not cause a termination of the rights and remedies of the City under this Agreement.

ARTICLE XIII – NOTICES

13.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

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

with a copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

If to Developer:

JDJE, LLC
Attention: Eric Lund
230 Horizon Drive, Suite 102
Verona, WI 53593

with a copy to::

Robert C. Procter, Esq.
Axley Brynelson, LLP
2 East Mifflin Street, Suite 200
Madison, WI 53703

ARTICLE XIV – APPLICABLE LAW

14.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sauk County, Wisconsin.

ARTICLE XV – MISCELLEANEOUS

15.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

15.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

15.3 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15.4 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

15.5 No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

15.6 No Third Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

15.7 No Joint Venture. The City is not a partner, agent or joint venture of or with Developer.

15.8 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Sauk County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

15.9 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) days unless agreed to in writing by the parties hereto.

15.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto

agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

[The remainder of this page is intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY: CITY OF BARABOO

By: _____
Name: Casey J. Bradley, City Administrator

Attest: _____
Name: Brenda Zeman, City Clerk

DEVELOPER: JDJE, LLC

By: _____
Name: Eric Lund, Authorized Member

STATE OF WISCONSIN)
) I
SAUK COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Casey J. Bradley and Brenda Zeman, the City Administrator and the City Clerk of the City of Baraboo, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
) I
DANE COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Eric Lund the Authorized Member of JDJE, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission _____

EXHIBIT A

Property

LOT 1 OF CERTIFIED SURVEY MAP NO. 7166 RECORDED IN THE OFFICE OF THE SAUK COUNTY REGISTER OF DEEDS ON JUNE 7, 2022.

DOCUMENT NUMBER: 1236639

EXHIBIT B

Franchise Agreement

[SEE ATTACHED.]

EXHIBIT C

MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF SAUK
CITY OF BARABOO

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("**MRO**")

Number	Date of Original Issuance	Amount
____	_____	$2,566,722.00

FOR VALUE RECEIVED, the City of Baraboo, Sauk County, Wisconsin (the "**City**"), promises to pay to S & L Hospitality, LLC, a Wisconsin limited liability company (the "**Developer**"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of Two Million Five Hundred Sixty-Six Thousand Seven Hundred Twenty-Two and 00/100 Dollars ($2,566,722.00), without interest.

This MRO shall be payable in installments of principal due on December 31 (the "**Payment Dates**") in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City's Tax Incremental District No. 11 (the "**District**"), pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on _____, 202__ by the City Council (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of December 13, 2022 among the City and Developer (the "**Development Agreement**"). This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the real estate, improvements, and any taxable personal property associated with the Property and appropriated by the City Council to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this MRO shall take on the meaning given to such terms in the Development Agreement.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal shall be payable on the next Payment Date until the Final Payment Date (as defined below). Notwithstanding any provision herein to the contrary, the City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City Council to payment of this MRO. If, in any calendar year, the Revenues exceed the amount payable in that year on the MRO ("**Surplus Increment**"), the City may, subject to appropriation of such payment by the City Council, apply the Surplus Increment to prepayment of principal on the MRO. The "**Final Payment Date**" is December 31, 2039.

At the option of the City, this MRO may be prepaid in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation by the City Council of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 4.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed Two Million Five Hundred Sixty-Six Thousand Seven Hundred Twenty-Two and 00/100 Dollars ($2,566,722.00). When that amount of Revenue has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections 4.1 and 4.3 and ARTICLE X of the Development Agreement, the City shall have no obligation to make payments on this MRO in the event Developer is in default beyond the applicable cure period(s) under any of the terms and conditions of the Development Agreement.

This MRO is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This MRO is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal or interest of this MRO. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, in whole or in part, only with the consent of the City, which may be withheld for any reason. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the City Council of the City of Baraboo has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF BARABOO

By: _____
Name: _____, City Administrator

(SEAL)

Attest: _____
Name: Brenda Zeman, City Clerk

Schedule 1

Payment Schedule

Subject to the City's actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement, the City shall make the following payments on the MRO to Developer:

Payment Date	**Payment Amount**
December 31, 2024	$129,961
December 31, 2025	$162,451
December 31, 2026	$162,451
December 31, 2027	$162,451
December 31, 2028	$162,451
December 31, 2029	$162,451
December 31, 2030	$162,451
December 31, 2031	$162,451
December 31, 2032	$162,451
December 31, 2033	$162,451
December 31, 2034	$162,451
December 31, 2035	$162,451
December 31, 2036	$162,451
December 31, 2037	$162,451
December 31, 2038	$162,451
December 31, 2039	$162,447
	==========
TOTAL	$2,566,722.00

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the City Clerk of the City of Baraboo, Sauk County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer approved by the City and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of City Clerk

EXHIBIT D

MEMBERS OF DEVELOPER

Name	Address
Thompson Family QOF, LLC	Attn: John W. Thompson 5206 Harbor Court Madison , WI 53705
Walsh OZ Investments II, LLC	Attn: David G. Walsh 150 East Gilman Street Suite 5000 Madison, WI 53703
S & L Baraboo, LLC	Attn: Eric Lund 230 Horizon Drive, Suite 102 Verona , WI 53593
BL QOF, LLC	Attn: Jay Smith 4101 County Highway M Middleton, WI 53562
JLS QOF, LLC	Attn: Jay Smith 4101 County Highway M Middleton, WI 53562
JS QOF, LLC	Attn: Jay Smith 4101 County Highway M Middleton, WI 53562

NBR - 5

RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

Background:

Municipal Property Insurance Company (MPIC) was chosen to provide the city of Baraboo's insurance for Buildings, Personal Property & Property in the Open, Contractors Equipment, Business Income Interruption, and Bridges on October 23, 2020, after the Requests for Bid (RFB) were evaluated. The Workgroup agreed and Council approved the preferred provider, MPIC.

Note: (√one) [ ] Not Required [x] Budgeted Expenditure [ ] Not Budgeted
Comments: $78,235 will be included in the 2022 budget. The premium will be split among respective departments.

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

That the City of Baraboo renew the Property Insurance contract with MPIC in the amount of 90,219 for fiscal year 2023.

The first year of the renewal policy will expire on January 1, 2024, therefore the staff recommends the City of Baraboo renew for the policy period

Offered by: Finance/Personnel Comm. **Approved:** _____
Motion:
Second: **Attest:** _____

MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5002030_Q-1
Agent Dave Kodel

Named Insured and Principal Address:

City of Baraboo
101 South Boulevard
Baraboo, WI 53913

Contact:

Julie Ostrander
608-355-7338

Policy Period: 12:01 am 01/01/2023 to 01/01/2024

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open Replacement Cost	2,500	109,329,931	0.0688	75,218
Contractors Equipment - New Replacement Cost	1,000	3,643,191	0.22	8,015
Business Income **Schedule Attached**	1,000	150,000	0.036	100
Builders Risk **Schedule Attached**	2,500	7,500,000	0.0855	6,413
Builders Risk valued under $2,500,000 **Schedule Attached**	2,500	2,500,000	N/A	0
Bridges **Schedule Attached**	2,500	738,407	0.0641	473
Total Annual Premium	**$90,219**			

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.

MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

DECLARATIONS

Policy # 5002030_Q-1
Replaces Policy #
Agent Dave Kodel

Item I. Named Insured and Principal Address:

City of Baraboo
101 South Boulevard
Baraboo, WI 53913

Contact:

Julie Ostrander
608-355-7338

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 01/01/2023, and expires at 12:01 A.M., 01/01/2024.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open Replacement Cost	2,500	109,329,931	0.0688	75,218
Contractors Equipment - New Replacement Cost	1,000	3,643,191	0.22	8,015
Business Income **Schedule Attached**	1,000	150,000	0.036	100
Builders Risk **Schedule Attached**	2,500	7,500,000	0.0855	6,413
Builders Risk valued under $2,500,000 **Schedule Attached**	2,500	2,500,000	N/A	0
Bridges **Schedule Attached**	2,500	738,407	0.0641	473
Total Annual Premium	**$90,219**	**Billed to Insured**		

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form	Edition Date	Description
MPIC-001	01-2022	Municipal Property Insurance Company Policy
MPIC-002Q	09-2020	Municipal Property Insurance Company Policy Quote
MPIC-004	06-2016	Statement of Values
MPIC-004 CE	06-2016	Contractor's Equipment
MPIC-004 PITO	06-2016	Property in the Open

MPIC-006	04-2019	Joint Loss Agreement Endorsement
MPIC-008	04-2019	Cap Of Losses From Certified Acts Of Terrorism
MPIC-101	09-2022	Business Income Endorsement
MPIC-205	10-2020	Pedestrian Bridge Coverage Endorsement
MPIC-300	01-2020	Contractors Equipment New Replacement Cost Coverage Endorsement
MPIC-505	04-2019	Builders Risk Endorsement
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-510	01-2019	Tax Lien Property Coverage
MPIC-511	04-2019	Leased Property Coverage

Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

Business Income	
Blanket Locations - Business Interruption	150,000
	150,000
Builders Risk	
Library, 230 4th Ave - Library Expansion	10,000,000
Library, 230 4th Ave - Library Expansion	2,500,000
	10,000,000
Bridges	
Altridge Park - Bridge	107,000
Altridge Park - Bridge, Riverwalk	631,407
	738,407

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
1		***Municipal Building***					
	1	Fire Station #3 135 4TH ST. BARABOO WI 53913	1966	2	25,590	$4,421,882	$739,477
	2	Municipal Building 135 4TH ST. BARABOO WI 53913	0	0	0	$	$0
	3	Old Police Station 135 4TH ST. BARABOO WI 53913	0	0	0	$	$0
		Municipal Building (1) Total				**$4,421,882**	**$739,477**
2		***City Services Center***					
	1	City Services Center 450 ROUNDHOUSE CT. BARABOO WI 53913	2001	1	64,874	$9,251,327	$1,171,757
	2	Cold Storage Building 450 Roundhouse Ct. BARABOO WI 53913	0	0	0	$65,805	$10,700
	3	Mobile Radio System, EG Base Station from Police 450 Roundhouse Ct. BARABOO WI 53913	0	0	0	$	$208,650
	4	SCADA - CRADLEPOINT BACKUP RADIO - CSC 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	5	SCADA - MAIN CONTROL TOUCHSCREEN 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	6	SCADA COMMERCE AVE - BOOSTER STATION CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	7	SCADA CONTROL PANEL - BIRCH ST 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	8	SCADA CRADLEPOINT RADIO - COMM. AVE TOWER 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	9	SCADA CRADLEPOINT RADIO - WELL NO. 4 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	10	SCADA CRADLEPOINT RADIO - WELL NO. 6 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	11	SCADA CRADLEPOINT RADIO - WELL NO. 7 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	12	SCADA CRADLEPOINT RADIO- BIRCH ST TOWER 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	13	SCADA CRADLEPOINT RADIO- MINE TOWER 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	14	SCADA CRADLEPOINT RADIO- WELL NO. 2 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	15	SCADA CRADLEPPINT RADIO - OAK HI LIFT 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	16	SCADA CRADLEPT RADIO - COMM BOOSTER 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	17	SCADA SYSTEM - COMMERCE AVE TOWER ANTENNAS 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	18	SCADA SYSTEM - COUNTY HWY A. TOWER ANTENNAS 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	19	SCADA SYSTEM - MINE RD. TOWER ANTENNA 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	20	SCADA SYSTEM - WELL NO. 2 CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	21	SCADA SYSTEM - WELL NO. 6 CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	22	SCADA SYSTEM - WELL NO. 7 CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	23	SCADA SYSTEM CRADLEPOINT RADIO - WELL NO. 8 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	24	SCADA SYSTEM MAIN CONTROL PANEL 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	25	SCADA SYSTEM OAK ST HI-LIFT STATION CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	26	SCADA SYSTEM WELL NO.4 CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	27	SCADA SYSTEM- BIRCH ST. TOWER CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	28	SCADA SYSTEM- MOORE ST. TOWER CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	29	SCADA SYSTREM - WELL NO. 8 CABLE 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	30	SCADA- CRADLEPOINT RADIO - MOORE TOWER 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
	31	SCADE CRADLEPOINT RADIO - CITY A TOWER 450 ROUNDHOUSE CT. BARABOO WI 53913	0	0	0	$	$0
		Property in the open					$4,066
		City Services Center (2) Total				**$9,317,132**	**$1,395,173**
3		***Alma Waite Annex***					

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	1	Alma Waite Annex 120 5TH ST BARABOO WI 53913	1983	1	6,864	$1,162,769	$72,760
		Alma Waite Annex (3) Total				**$1,162,769**	**$72,760**
4		***PS/ADMIN BUILDING***					
	1	PS/ADMIN BUILDING 101 SOUTH BLV BARABOO WI 53913	2018	2	44,524	$11,489,767	$1,204,713
		Property in the open					$11,128
		PS/ADMIN BUILDING (4) Total				**$11,489,767**	**$1,215,841**
5		***Library***					
	1	Library 230 4TH AVE BARABOO WI 53913	1913	1	15,606	$3,635,860	$2,232,769
		Library (5) Total				**$3,635,860**	**$2,232,769**
6		***Garage/ Shop***					
	1	Cold Storage Shed 42x64 407 Briar St BARABOO WI 53913	0	0	2,560	$68,480	$33,598
	2	Garage/ Shop 400-418 BRIAR ST BARABOO WI 53913	1957	1	9,750	$698,710	$125,190
		Garage/ Shop (6) Total				**$767,190**	**$158,788**
7		***Landfill***					
		Landfill (7) Total				**$0**	**$0**
8		***Langer Park***					
	1	Shelters/ Restrooms 501 Remington BARABOO WI 53913	0	0	1,344	$115,132	$0
		Property in the open					$122,836
		Langer Park (8) Total				**$115,132**	**$122,836**
9		***Ochsner Zoo***					
	1	Animal Den 903 PARK ST BARABOO WI 53913	2004	1	336	$289,435	$0
	2	Animal Display, Lynx 903 PARK ST BARABOO WI 53913	2012	1	363	$287,830	$0
	3	Animal Display, Primate 903 PARK ST BARABOO WI 53913	0	0	0	$21,614	$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	4	Animal Display, Snowy Owl 903 PARK ST BARABOO WI 53913	0	0	0	$34,561	$5,136
	5	Animal House, Primate 903 PARK ST BARABOO WI 53913	0	0	0	$51,681	$1,284
	6	Animal Shelter, Bird 903 PARK ST BARABOO WI 53913	0	0	0	$30,067	$0
	7	Animal Shelter, Llama/ Wolf 903 PARK ST BARABOO WI 53913	0	0	0	$57,459	$642
	8	Animal Shelter, Stone 10x12 Donkey 903 PARK ST BARABOO 53913	0	0	120	$16,692	$0
	9	Concession Building 903 PARK ST BARABOO WI 53913	0	0	0	$2,889	$749
	10	Otter House 903 PARK ST BARABOO WI 53913	2018	1	674	$467,162	$0
	11	Park House 903 PARK ST BARABOO WI 53913	1887	2	2,682	$305,271	$31,458
	12	Shelter - T Shelter 903 PARK ST BARABOO WI 53913	1927	1	1,382	$330,737	$0
	13	Shelter, Band Stand 18x26 903 PARK ST BARABOO 53913	0	0	468	$12,519	$0
	14	Shelter, Open 20x40 903 PARK ST BARABOO 53913	0	0	800	$21,400	$0
	15	Storage Shed 903 PARK ST BARABOO WI 53913	0	0	1,728	$46,224	$47,294
	16	Zoo Office / Restrooms 903 PARK ST BARABOO WI 53913	0	0	0	$140,384	$13,803
		Property in the open					$469,944
		Ochsner Zoo (9) Total				**$2,115,925**	**$570,310**
10		***Pool House***					
		Pool House (10) Total				**$0**	**$0**
11		***Pole Building***					

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Pole Building (11) Total				**$0**	**$0**
12		***Mary Rountree Location***					
	1	Dugouts (2) BARABOO 53913	0	0	0	$10,593	$0
	2	Field House 639 2nd Ave BARABOO WI 53913	0	0	1,360	$145,520	$10,379
	3	Light Switch House 639 2nd Ave BARABOO WI 53913	0	0	0	$16,692	$37,450
	4	Press Box 639 2nd Ave BARABOO WI 53913	0	0	0	$11,128	$2,140
	5	Shelter/ Restrooms 639 2nd Ave BARABOO WI 53913	0	0	888	$142,524	$13,054
		Property in the open					$315,757
		Mary Rountree Location (12) Total				**$326,457**	**$378,780**
13		***Pierce Park***					
	1	Concession Building 1100 WALNUT ST BARABOO WI 53913	0	0	848	$68,052	$8,881
	2	Dugouts (4), Pierce Field 1&2 1100 WALNUT ST BARABOO 53913	0	0	0	$17,120	$0
	3	Dugouts (4), Pierce Field 3&4 1100 WALNUT ST BARABOO 53913	0	0	0	$13,161	$0
	4	Pavillion, Hockey 1100 WALNUT ST BARABOO WI 53913	1997	1	31,898	$3,225,515	$0
	5	Scorebooth/ Storage Building, Pierce #5, 12'x24' 1100 WALNUT ST BARABOO 53913	0	0	0	$26,215	$0
	6	Shelter, Open 1012 Sq Ft 1100 WALNUT ST BARABOO 53913	0	0	1,012	$27,071	$0
	7	Shelter, Open, Field 4 1100 WALNUT ST BARABOO WI 53913	2010	0	100	$9,630	$0
	8	Storage Building 1100 WALNUT ST BARABOO WI 53913	0	0	320	$27,392	$2,140

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Property in the open					$382,204
		Pierce Park (13) Total				**$3,414,156**	**$393,225**
14		***Civic Center***					
	1	Civic Center 124 2ND ST BARABOO WI 53913	1927	4	52,903	$10,174,737	$296,390
		Property in the open					$92,983
		Civic Center (14) Total				**$10,174,737**	**$389,373**
15		***Statz Park***					
	1	Restroom/ Storage Building 217 1st Ave BARABOO WI 53913	0	0	448	$71,904	$22,577
	2	Shelter BARABOO 53913	0	0	0	$26,108	$0
		Property in the open					$30,174
		Statz Park (15) Total				**$98,012**	**$52,751**
16		***Wellhouse #2***					
	1	Wellhouse #2 722 HILL ST BARABOO WI 53913	1998	1	884	$474,117	$0
		Wellhouse #2 (16) Total				**$474,117**	**$0**
17		***Wellhouse #4***					
	1	Wellhouse #4 808 JEFFERSON ST BARABOO WI 53913	1961	1	805	$578,121	$0
		Wellhouse #4 (17) Total				**$578,121**	**$0**
18		***Wellhouse #6***					
	1	Wellhouse #6 919 SAUK AVE BARABOO WI 53913	1978	1	884	$623,061	$0
		Wellhouse #6 (18) Total				**$623,061**	**$0**
19		***Hi-Lift Booster Station***					
	1	Hi-Lift Booster Station 1807 OAK ST BARABOO WI 53913	1971	1	676	$560,359	$0
		Hi-Lift Booster Station (19) Total				**$560,359**	**$0**
20		***WWTP***					
	1	AERATION BASIN (ADD01) 1000 MANCHESTER ST BARABOO WI 53913	1982	1	18,633	$4,195,149	$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	2	CLARIFIER SPLITTER BOX (ADD04) 1000 MANCHESTER ST BARABOO WI 53913	1982	1	78	$38,520	$0
	3	Digestor Structure 1000 MANCHESTER ST BARABOO WI 53913	1934	1	1,469	$498,299	$0
	4	Effluent Sampling Building 1000 MANCHESTER ST BARABOO WI 53913	1982	1	100	$32,528	$0
	5	Garage/ Storage Shed 1000 MANCHESTER ST BARABOO WI 53913	2018	1	5,971	$749,000	$8,025
	6	Grit Building 1000 MANCHESTER ST BARABOO WI 53913	1993	1	310	$168,525	$10,700
	7	Headworks Building 1000 MANCHESTER ST BARABOO WI 53913	2006	1	1,976	$988,252	$0
	8	Phospherous Removal Tanks (3) 1000 MANCHESTER ST BARABOO WI 53913	1999	1	4,392	$1,262,814	$0
	9	SCUM PIT (ADD05) 1000 MANCHESTER ST BARABOO WI 53913	1982	1	234	$149,372	$0
	10	SECONDARY CLARIFIER 1 (ADD02) 1000 MANCHESTER ST BARABOO WI 53913	1982	1	3,019	$1,209,421	$0
	11	SECONDARY CLARIFIER 2 (ADD03) 1000 MANCHESTER ST BARABOO WI 53913	1982	1	3,019	$1,209,421	$0
	12	Slude Storage/ Process Building 1000 MANCHESTER ST BARABOO WI 53913	1994	1	16,562	$4,340,883	$0
	13	UV Disinfection Building 1000 MANCHESTER ST BARABOO WI 53913	1994	1	107	$60,241	$0
	14	UV TANK (ADD06) 1000 MANCHESTER ST BARABOO WI 53913	1982	1	852	$721,287	$0
	15	Wastewater Process 1000 MANCHESTER ST BARABOO WI 53913	0	0	0	$	$0
	16	WWTP Control and Lab 1000 MANCHESTER ST BARABOO WI 53913	1982	1	11,532	$4,485,975	$139,100
		WWTP (20) Total				**$20,109,687**	**$157,825**

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
21		***Wellhouse #7***					
	1	Wellhouse #7 GALL RD & LAKE ST BARABOO WI 53913	1992	1	884	$582,080	$0
		Wellhouse #7 (21) Total				**$582,080**	**$0**
22		***SWAT Equipment, Police***					
	1	SWAT Equipment, Police 1300 Lange Ct. BARABOO WI 53913	0	0	0	$	$42,800
		SWAT Equipment, Police (22) Total				**$0**	**$42,800**
23		***Steinhorst Park***					
	1	Shelter/ Restrooms 1700 Parkgate BARABOO WI 53913	0	0	0	$154,294	$3,210
	2	Storage Shed 1700 Parkgate BARABOO WI 53913	0	0	0	$21,614	$0
		Property in the open					$23,433
		Steinhorst Park (23) Total				**$175,908**	**$26,643**
24		***Booster Station, Barnhart***					
	1	Booster Station, Barnhart 860 COMMERCE AVE BARABOO WI 53913	2002	1	1,140	$804,105	$0
		Booster Station, Barnhart (24) Total				**$804,105**	**$0**
25		***Jackson Garage***					
		Jackson Garage (25) Total				**$0**	**$0**
26		***Wellhouse #8***					
	1	Wellhouse #8 721 2ND AVE BARABOO WI 53913	2006	1	1,020	$545,486	$0
		Wellhouse #8 (26) Total				**$545,486**	**$0**
27		***Park Pumphouse***					
	1	Park Pumphouse 715 HILL ST BARABOO WI 53913	1932	1	1,869	$359,199	$0
		Park Pumphouse (27) Total				**$359,199**	**$0**
28		***Airport***					
		Airport (28) Total				**$0**	**$0**
29		***Library, Ritzenthaler Property***					

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Library, Ritzenthaler Property (29) Total				**$0**	**$0**
30		***Donahue Terrace***					
	1	Donahue Terrace 227 1ST AVE BARABOO WI 53913	1978	7	53,597	$9,542,046	$172,056
		Donahue Terrace (30) Total				**$9,542,046**	**$172,056**
31		***Housing***					
	1	CDA Housing 1131-1133 WASHINGTON AVE BARABOO WI 53913	1983	2	3,459	$351,281	$3,852
	2	CDA Housing 1018 10TH ST BARABOO WI 53913	1983	2	3,364	$357,380	$3,852
	3	CDA Housing 1015 - 1017 9th ST BARABOO WI 53913	0	0	0	$258,191	$2,033
	4	CDA Housing 1119 WASHINGTON BARABOO WI 53913	1983	2	3,459	$351,281	$3,852
	5	CDA Housing 1026 10th St BARABOO WI 53913	0	0	0	$249,631	$3,424
	6	Corson Square Apartments 920 10TH ST BARABOO WI 53913	1983	2	30,681	$3,810,270	$120,910
		Housing (31) Total				**$5,378,034**	**$137,923**
32		***Traffic Signals***					
		Property in the open					$386,270
		Traffic Signals (32) Total				**$0**	**$386,270**
33		***Weber Park***					
	1	Gazebo, 256 sq ft BARABOO 53913	0	0	256	$15,087	$0
		Property in the open					$77,519
		Weber Park (33) Total				**$15,087**	**$77,519**
34		***Campbell Park***					
	1	Pool Heater, Pentair Megatherm South Blvd. & Parkway BARABOO WI 53913	2015	0	1	$	$31,137
	2	Pool House 325 SOUTH BLVD BARABOO WI 53913	1937	1	4,852	$826,147	$41,088

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	3	Shelter 20x32, wood construction, 640 sqft NA Baraboo WI 53913	2004	0	640	$11,770	$0
	4	Swimming Pool 325 SOUTH BLVD BARABOO 53913	1932	1	13,500	$1,572,151	$0
		Property in the open					$461,732
		Campbell Park (34) Total				**$2,410,068**	**$533,957**
35		***Altridge Park***					
	1	Pole Building, 40x 64, Attridge 900 2nd Ave BARABOO WI 53913	1986	0	2,560	$68,480	$10,700
	2	Pole Building, 52x14, across street from Attridge 900 2nd Ave BARABOO WI 53913	1987	0	728	$31,244	$3,210
	3	Shed BARABOO 53913	0	0	0	$5,564	$0
		Property in the open					$188,213
		Altridge Park (35) Total				**$105,288**	**$202,123**
36		***Ritzenthaler Park***					
	1	Gazebo BARABOO 53913	0	0	0	$6,099	$0
		Property in the open					$37,343
		Ritzenthaler Park (36) Total				**$6,099**	**$37,343**
37		***Deppe Pond***					
	1	Aerator 1080 LAKE ST BARABOO 53913	1986	1	0	$9,737	$0
	2	Gazebo 1080 LAKE ST BARABOO 53913	0	0	0	$10,379	$0
		Property in the open					$2,354
		Deppe Pond (37) Total				**$20,116**	**$2,354**
38		***Tuscania Memorial with Solar Lighting***					
		Property in the open					$100,580
		Tuscania Memorial with Solar Lighting (38) Total				**$0**	**$100,580**
39		***Water Towers***					

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	1	Base Station, Water AMR System EAST ST/ CTY A BARABOO WI 53913	0	0	0	$	$0
	2	Water Tower #4 1001 MOORE ST BARABOO WI 53913	1978	1	0	$1,422,993	$0
	3	Water Tank #1 1212 BIRCH ST BARABOO WI 53913	1887	1	0	$673,565	$0
	4	Water Tank #2 1809 OAK ST BARABOO WI 53913	1954	1	0	$1,258,534	$0
	5	Water Tower #3 2323 EAST ST BARABOO WI 53913	1971	1	0	$1,296,305	$0
	6	Water Tower #5 405 MINE RD BARABOO WI 53913	1988	1	0	$1,451,562	$0
	7	Water Tower #6 1111 COMMERCE PKWY BARABOO WI 53913	2009	1	0	$1,379,872	$0
		Water Towers (39) Total				**$7,482,831**	**$0**
40		***WRRF Electric Operated Gate***					
		Property in the open					$5,885
		WRRF Electric Operated Gate (40) Total				**$0**	**$5,885**
41		***Lift Stations***					
	1	Lift Station - Hwy T TAFT & HWY 33 BARABOO WI 53913	1994	1	0	$215,819	$0
	2	Lift Station - Potter St Station 800 POTTER ST BARABOO WI 53913	1941	1	0	$70,406	$0
		Lift Stations (41) Total				**$286,225**	**$0**
42		***Hoppe Park***					
	1	Gazebo BARABOO 53913	0	0	0	$10,914	$0
		Property in the open					$51,681
		Hoppe Park (42) Total				**$10,914**	**$51,681**
43		***Kiwanis Park***					
	1	Gazebo, Octagon BARABOO 53913	0	0	0	$26,750	$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Property in the open					$10,700
		Kiwanis Park (43) Total				**$26,750**	**$10,700**
44		***Maxwell-Potter Park***					
		Property in the open					$899,228
		Maxwell-Potter Park (44) Total				**$0**	**$899,228**
45		***City View Park***					
	1	Restrooms NA Baraboo WI 53913	0	0	0	$37,000	$0
	2	Shelter BARABOO 53913	0	0	0	$13,696	$0
		Property in the open					$28,676
		City View Park (45) Total				**$50,696**	**$28,676**
46		***Liston Dog Park***					
		Property in the open					$15,087
		Liston Dog Park (46) Total				**$0**	**$15,087**
47		***Pocket Park***					
		Property in the open					$37,878
		Pocket Park (47) Total				**$0**	**$37,878**
48		***Hackett Hollow***					
		Property in the open					$1,284
		Hackett Hollow (48) Total				**$0**	**$1,284**
49		***Myron Park***					
		Property in the open					$45,960
		Myron Park (49) Total				**$0**	**$45,960**
50		***Street Lighting***					
		Property in the open					$1,257,250
		Street Lighting (50) Total				**$0**	**$1,257,250**
51		***Park Benches & Misc. PITO***					
		Property in the open					$191,530
		Park Benches & Misc. PITO (51) Total				**$0**	**$191,530**
52		***Fire Pak***					
		Fire Pak (52) Total				**$0**	**$0**
Building Subtotal							$97,185,296

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 109,329,931

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Contents Subtotal					$6,892,940
		Property in the Open Subtotal					$5,251,695
Building, Contents and PITO Total							$109,329,931

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
2	***City Services Center***		
	Flag Pole		$4,066
	City Services Center (2) TOTAL		**$4,066**
4	***PS/ADMIN BUILDING***		
	Sign- City Hall		$11,128
	PS/ADMIN BUILDING (4) TOTAL		**$11,128**
8	***Langer Park***		
	Basketball Courts		$10,165
	Outdoor Lighting		$68,480
	Play structure & swing set		$28,890
	Play Structure, Modular		$15,301
	Langer Park (8) TOTAL		**$122,836**
9	***Ochsner Zoo***		
	Animal Display, Bear Wading Pool		$160,500
	Fence, Electic Chain Link, Wolf Pen		$8,132
	Fence, wood		$6,099
	Fence- West Perimeter		$9,416
	Gate, Slide-Perimeter Zoo 1 of 2		$5,136
	Gate, Slide-Perimeter Zoo 2 of 2		$5,136
	Kiosk, Zoo Bulletin Board		$1,498
	Light Poles (5)		$13,375
	Otter Display, water play area		$13,910
	Outdoor Lighting		$6,313
	Playstructure w/ Sand digger		$34,561
	Animal Display, Beaver, Llama, Goat, Pig		$3,745
	Playstructure, Modular		$20,437
	Playstructure, Swingset		$10,272
	Sign - Zoo Entrance		$1,712
	Sign, Zoo Entrance (2)		$5,992
	Tiger Statue		$4,280
	Animal Display, Bird		$5,350
	Animal Display, Prairie Dog		$16,157
	Animal Display, Wolf		$27,820
	Beaver Enclosure		$23,540
	Deer Enclosure		$50,290
	Emu Enclosure		$5,350
	Fence, Chainlink		$30,923
	Ochsner Zoo (9) TOTAL		**$469,944**
12	***Mary Rountree Location***		
	Backstop		$7,276
	Backstop, Green Vinyl Fence & Netting		$11,877
	Batting Cages (2)		$9,416
	Bleachers. MRE		$13,375
	Fence, Chainlink		$48,364

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	Outdoor Lighting		$190,888
	Scoreboard		$25,573
	Warning Track, MRE		$8,988
	Mary Rountree Location (12) TOTAL		**$315,757**
13	***Pierce Park***		
	Baseball Field, Pierce #5, Fencing, dugouts		$53,500
	Batting Cages (2)		$9,416
	Fence, Chainlink		$49,648
	Flagpole/ Lighting		$6,741
	Outdoor Lighting		$192,279
	Play Structure		$20,544
	Scoreboard, Pierce Park #5		$18,725
	Scoreboards (3, LED Baseball - Control Console		$20,009
	Scoredboard, Pierce Park #4 w wireless controller		$11,342
	Pierce Park (13) TOTAL		**$382,204**
14	***Civic Center***		
	Mural, Downtown on Centurlink Building		$26,750
	Mural, Fabric of Our Community		$38,520
	War Memorial		$27,713
	Civic Center (14) TOTAL		**$92,983**
15	***Statz Park***		
	Fence, Chainlink - 217 1st Ave		$19,260
	Playground Structure, 3 decks, wave slide		$10,914
	Statz Park (15) TOTAL		**$30,174**
23	***Steinhorst Park***		
	Backstop & Irrigation		$6,420
	Playstructure, Steinhorst w/ swings, spring riders, climber		$17,013
	Steinhorst Park (23) TOTAL		**$23,433**
32	***Traffic Signals***		
	Traffic Signal, 2nd & Broadway		$42,265
	Traffic Signal, 4th & Broadway		$42,265
	Traffic Signal, 8th & Broadway		$50,718
	Traffic Signal, 8th & Draper		$50,718
	Traffic Signal, 8th & East		$50,718
	Traffic Signal, Commerce & W		$97,370
	Traffic Signal, Water & Broadway		$52,216
	Traffic Signals (32) TOTAL		**$386,270**
33	***Weber Park***		
	Fence Chainlink		$4,815
	Outdoor Lighting, 2 poles		$24,931
	Play Structure		$15,408

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	Playground, Weber, Spinner, Bouncer, Tangerine		$4,173
	Playstructure Synergy SY-2987		$28,192
	Weber Park (33) TOTAL		**$77,519**
34	***Campbell Park***		
	Diving Boards and Stand		$2,782
	Pool Slide		$17,441
	Skatepark, South Blvd.		$106,251
	Splash Pool		$150,121
	Tennis Courts, Campbell		$85,065
	Tennis Courts, Youth Camberll Kuenzi w/ Fence		$28,141
	Drinking Fountain		$4,200
	Expression Swing, Blue		$2,461
	Fence, Chainlink		$17,762
	Flag Pole		$2,247
	Lights, Tennis Court		$3,638
	Outdoor Lighting		$16,371
	Play structure, modular		$12,947
	Pool ADA Lifts Portable Aquatic Lift w/ Armrest		$12,305
	Campbell Park (34) TOTAL		**$461,732**
35	***Altridge Park***		
	Basketball Courts		$10,272
	Benches, 2		$5,778
	Bridge		$107,000
	Outdoor Lighting		$42,800
	Playbooster		$22,363
	Altridge Park (35) TOTAL		**$188,213**
36	***Ritzenthaler Park***		
	Basketball Courts		$7,597
	Drinking Fountain		$4,708
	Playground Gym		$7,704
	Playstructure		$17,334
	Ritzenthaler Park (36) TOTAL		**$37,343**
37	***Deppe Pond***		
	Fishing Pier		$2,354
	Deppe Pond (37) TOTAL		**$2,354**
38	***Tuscania Memorial with Solar Lighting***		
	Tuscania Memorial with Solar Lighting		$100,580
	Tuscania Memorial with Solar Lighting (38) TOTAL		**$100,580**
40	***WRRF Electric Operated Gate***		
	WRRF Electric Operated Gate		$5,885
	WRRF Electric Operated Gate (40) TOTAL		**$5,885**

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
42	***Hoppe Park***		
	Basketball Court - Hoppe Felts		$9,095
	Basketball/ V-Ball Court		$4,066
	Playstructure - BAHO02		$8,988
	Playstructure w/ Kid Force Spinner		$10,807
	Playstructure w/ Slidewinder Slide		$3,424
	Playstructure, climber		$3,103
	Playstructure,modular		$12,198
	Hoppe Park (42) TOTAL		**$51,681**
43	***Kiwanis Park***		
	Sculpture - "Captain Henry Avery" Riverwalk		$10,700
	Kiwanis Park (43) TOTAL		**$10,700**
44	***Maxwell-Potter Park***		
	Arboretum - 9 Panels		$10,165
	Block Party Swings		$16,692
	Bridge, Riverwalk		$631,407
	Kayak launch		$238,610
	Park Sign		$1,284
	Park Sign		$1,070
	Maxwell-Potter Park (44) TOTAL		**$899,228**
45	***City View Park***		
	Drinking Fountain		$4,708
	Playrgorund, Swingset		$2,996
	Playstructure		$20,972
	City View Park (45) TOTAL		**$28,676**
46	***Liston Dog Park***		
	Fence, Woven Wire - 3 walk gates		$14,445
	Park Sign - Liston Dog Park		$642
	Liston Dog Park (46) TOTAL		**$15,087**
47	***Pocket Park***		
	Mondala Treet Mural		$5,243
	Playground Amentities, Rock-N-Ride, Drum Table		$32,635
	Pocket Park (47) TOTAL		**$37,878**
48	***Hackett Hollow***		
	Park Sign		$1,284
	Hackett Hollow (48) TOTAL		**$1,284**
49	***Myron Park***		
	Elepahnt Sculpture - Lucy		$12,840
	Elepahnt Sculpture - Ruby		$5,350

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	Elephant		$16,000
	Elephant Sculpture- Twins		$10,700
	Park Sign		$1,070
	Myron Park (49) TOTAL		**$45,960**
50	***Street Lighting***		
	Historic Streetlighting, 5th Ave, 15 poles		$40,125
	Streetlighting, South Blvd. , 59 poles		$285,583
	Warning Signal, Canepa @ 135 4th St, Fire Dept.		$18,725
	Warning Siren, Canepa @ 1300 Lange Ct		$18,725
	Warning Siren, Canepa @ Ellis Ave		$18,725
	Warning Siren, Canepa @ Madison Ave and Mary H		$18,725
	Warning Siren, Canepa @ Washington and 11th ST		$18,725
	Historic Streetlighting, Ash & Water Water-Ash to Broadway		$66,875
	Historic Streetlighting, Ash 6 West Side , 8 East Side		$58,743
	Historic Streetlighting, Downtown		$402,320
	Historic Streetlighting, Lynn St, 10 poles		$41,944
	Pedestrian Crissing Sign/ Lights @ Draper & N. Winnebago		$7,704
	Pedestrian Crissing Sign/ Lights @ Jefferson & 8th		$6,848
	Pedestrian Crissing Sign/ Lights @ Wood & 8th		$6,634
	Streetlighting, Hwy 12 River Bridge and Roadway, 51 poles		$246,849
	Street Lighting (50) TOTAL		**$1,257,250**
51	***Park Benches & Misc. PITO***		
	Aluminum Bleachers (8)		$21,400
	Park Benches, Permanent (10) - Various Parks @$750 each		$11,770
	Park Benches, Permanent (12) - Riverwalk(10), Campbell(2) @ $250 each		$28,248
	Park Benches, Permanent Riverwalk(25),MHF(1),Osch(1),My(1), @ $1200 each		$32,956
	Park Benches, Wood (49), Campbell, Rountree		$26,215
	Picnic Tables(125)		$70,941
	Park Benches & Misc. PITO (51) TOTAL		**$191,530**
PROPERTY IN THE OPEN TOTAL			**$5,251,695**

CONTRACTOR'S EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
1990 Prentice Tree Loader	$41,454
1996 Powerguard TJ-TS75II Generator	$43,265
1998 Caterpillar Grader #23	$345,563
1999 Caterpillar Excavator #22	$310,256
2006 John Deere Loader #25, 644J	$347,356
2006 John Deere Loader #26, 644J	$347,356
2006 Snogo Snowblower #25	$116,794
2007 Diesel 110HP Tractor Trackless	$67,701
2008 Trackless Snowblower 70"	$38,386
2009 John Deere 4WD Har Cab Mower	$28,919
2009 Kubota Tractor w/ loader, L5740HSTC	$49,542
2011 AMERICAN ROAD LEAF VAC	$57,277
2011 Bobcat S650 Skidsteer w/ 68" Bucket	$54,138
2011 ELGIN PELICAN STREET SWEEPER	$191,668
2013 John Deere Backhoe	$134,392
2019 Case Skidloader	$91,911
2019 Caterpillar Loader	$188,082
2019 Caterpillar Mini Excavator	$138,988
2020 Vermeer Brush Chipper	$65,908
2021 Bobcat Excavator #38E42	$53,500
2022 Bobcat S770 (#1)	$55,400
2022 Bobcat S770 (#2)	$55,400
2022 JD 550K	$130,000
2022 Olympian Leaf Vac	$115,760
Camel Jet Vac (vactor only)	$254,018
Durapac Compactor Roller #21	$61,760
Heavy Duty Truck Lifts 6-point	$43,307
John Deere Terraincut Mower, 72" Deck	$48,197
Kuhn Knight Sludge Truck Spreader	$83,492
Spaulding 3 Ton Hotbox Patcher	$42,376
Wet/Dry Vac	$41,024
CONTRACTOR'S EQUIPMENT TOTAL	**$3,643,191**

MUNICIPAL PROPERTY INSURANCE COMPANY

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MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not "covered." Several provisions in this policy restrict coverage.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown on the Declarations page. The words "we", "us" and "our" refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of "Contractors Equipment".

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, "Property in the Open" schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS "COVERED" Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each "occurrence".

If more than one coverage under this policy applies to the same "occurrence", then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to "buildings", personal property regardless of its location, and "Property in the Open":

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, "buildings", personal property, and "Property in the Open", are subject to an "occurrence" limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

A. "Buildings" and structures listed on the Statement of Values.

B. Non-Owned Property. "Buildings" and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.

C. Personal property you own or are legally responsible for insuring.

D. "Property in the Open". The amount we will pay for "Property in the Open" is limited to $10,000 per "occurrence". However, this $10,000 limitation per "occurrence" does not apply to items listed separately on the Statement of Values "Property in the Open" detail list.

E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:

1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.

2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.

F. The cost of removing debris when “covered” property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:

1. To extract "pollutants" or “contaminants” from land or water; or

2. To remove, restore or replace land or water containing or affected by “pollutants” or “contaminants”; or

3. For asbestos cleanup, removal or abatement.

G. The cost to repair or replace foundations of “buildings”, structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.

The most we will pay for any “occurrence” under this section is $100,000.

H. The cost of excavation, grading or filling related to an “occurrence”, the most we will pay under this coverage is $50,000.

I. Lawns, trees, shrubs, and plants if within 100 feet of an insured “building”. The amount we will pay is limited to $500 for any one tree, shrub, or plant and $1,000 for lawn damage up to a maximum of $25,000 per “occurrence”

J. “Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of $25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is “covered” the same way as your other personal property. See Section IV.C.

Coverage, in excess of the $25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

K. “Valuable Records” that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost “valuable records”; and

2. Expenses necessary for transcribing or copying lost “valuable records” from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

L. Employees’ Personal Property. We will cover personal property owned by your employees while on your premises if that employee’s property is not covered by other insurance. The maximum coverage for property owned by any one employee is $500. The coverage limit for each “occurrence” is $10,000.

M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is $10,000.

N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of $10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

1. Your insured premises; or

2. Replacement premises; or

3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.

P. Remodeling and repairs to existing buildings listed on the Statement of Values , unless the work involves an increase in square footage or a change in the footprint of the building or foundation.

Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000 feet of your "building" when loss of or damage to the cable is caused by a "covered" peril.

R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:

1. Contamination by a refrigerant; or

2. Temperature change due to:

   a. Mechanical breakdown or failure of refrigeration systems;

   b. Burning out of electric motors;

   c. Blowing of fuses or circuit breakers;

   d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or

   e. Complete or partial lack of power to operate the refrigeration systems.

S. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of $5,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a “covered” “building” or structure caused by enforcement of or compliance with any ordinance or law that:

   a. Requires the demolition of parts of the same “building” or structure not damaged by an insured peril;

   b. Regulates the construction or repair of “buildings” or structures, or establishes zoning or land use requirements at the described premises; and

   c. Is in force at the time of loss or damage.

2. The following conditions apply to this coverage and must be met before we will make payment:

   a. You must actually repair or replace the “covered” property; and

   b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.

3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.

5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:

   a For a "historical building":

      1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

      2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.

   b For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.

6. If the property is not repaired or replaced, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the “actual cash value” of the “covered” property at the time of the loss or damage.

7. We will not pay for the cost of compliance with any ordinance or law that requires:

   a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,

   b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled “Buildings”

For unscheduled "buildings” not on the Statement of Values, coverage will be provided up to $1,000,000 for a covered loss.

It is a condition of this coverage that the “buildings” be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled “buildings” back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the "buildings” unscheduled; or

2. The insured could have discovered with reasonable diligence that the "buildings” had unintentionally been left unscheduled.

This provision does not apply to “buildings” or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O.in this policy.

U. Electronic data processing equipment, “electronic data” and “computer programs” consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;

2. Your “electronic data”, “computer programs” and similar property of others for which you are legally liable.

3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to “electronic data”.

4. We will also pay for:

   a. Expenses necessary to research and recreate lost “electronic data”;

   b. Expense for copying lost “electronic data” from available secondary sources.

5. We will not cover:

   a. “Electronic data” or “computer programs” which cannot be replaced with others of the same kind or quality;

   b. Losses caused by errors, omissions, or negligence in processing or copying; or,

   c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

We will reimburse you up to $25,000 at each premises for charges of each fire department involved in containing a fire or other “covered” loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

We will pay up to $5,000,000 for your expense to clean up, abate, or remove from “covered” property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.

2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.

3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.

4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Service Dogs and Horses.

Service dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For service dogs and horses that are destroyed in the scope of their duties, we will pay for the cost to replace the dog or horse and the cost of any necessary training.

2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. We will not pay the cost of treatment and care to treat and prevent disease. This coverage does not apply to mortality, injury, or sickness from causes outside the scope of duties of the service dog or horse.

   The maximum amount we will pay per service dog or horse is the lesser of $25,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the service dog or horse. A deductible of $1,000 will apply to this coverage on a per "occurrence" basis.

Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is $50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is $100,000.

AA. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".

2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:

   a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;

   b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and

   c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.

3. We will pay no more than $25,000 for each "covered" loss under Paragraph 2. We will pay no more than $50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than $25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.

4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section** III – **Amount of Coverage.** We will not pay more than the limits set forth in **Section III – Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

   If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses "covered" under **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The "specified causes of loss" definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is "covered" under Paragraph **B**. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. "Fine Arts". We will only provide coverage for "Fine Arts" subject to the following:

1. We will not pay more than $50,000 for any one "Fine Arts" unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.

2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:

   a. $50,000;

   b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or

   c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.

3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. "Flood". We will provide coverage for loss due to "flood", subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100 year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

   The most we will pay under this Coverage is $5,000,000 per policy period.

DD. "Pollutants" or "Contaminants". We will pay no more than $2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is $2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a $1,000 deductible per occurrence regardless of any other applicable deductible.

FF. We will pay not more than $5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
   a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or "volcanic action" that results from a Volcanic Eruption; or
   b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. This insurance will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

SECTION V – PROPERTY NOT "COVERED"

The following are not "covered" property unless specifically added or endorsed to this policy:

A. Land, water, crops, and standing or cut timber, wherever located.

B. Cost of excavation, grading or filling not related to an “occurrence”.

C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a “covered” “building” or structure, except underground and buried pipes, flues or drains that are:

   1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or

   2. Part of a geothermal heating and cooling system.

D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a “covered” “building” or structure, except for bridges that are:

   1. Bridges used exclusively for pedestrian traffic.

E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.

F. Railroads, meaning trackage, beds, ties and railroad bridges.

G. Aircraft, except for drones, and vehicles licensed for road use.

H. Animals and livestock, except for service dogs and horses.

I. “Money” and “securities”, including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.

J. Overhead or suspended transmission, distribution, or conductor lines of all types.

K. “Buildings” and structures, including property contained within a “building” or structure, “vacant” for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or “water damage”, unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils “covered”, loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and “Property in the Open” within 1,000 feet of the "vacant" building.

SECTION VI – LOSSES EXCLUDED

A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:

   1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; “malicious programming”; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.

   2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.

3. Dishonest or criminal act committed by you or any “employee(s)” acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss”, we will pay for the loss or damage caused by that "specified causes of loss”.

4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:

   a. This exclusion does not apply:

      1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or

      2) To chemical damage to glass;

   b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.

5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:

   a. Fire;

   b. Combustion explosion; or

   c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.

6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.

7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

   EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

8. Animal or insect nesting, infestation, or waste.

9. Any loss arising out of any act committed:

   a. By or at the direction of an insured; and

   b. With the intent to cause a loss.

10. Interruption of utility services related to overhead transmission lines or satellites

B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.

   1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.

   2. Wet rot, dry rot, or “fungus”. But we will pay for loss or damage caused by:

a. "specified causes of loss" that resulted from wet rot, dry rot or "fungus";

b. fire; or

c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**

4. "Flood", including spray from any "flood", whether driven by wind or not, unless otherwise provided under **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE.**

5. Water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

   EXCEPTION: We will provide coverage for sewer, septic system or sump pump backup that is contained within a "building" or structure.

6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.

7. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property "covered" by Section IV of this policy shall be based upon "replacement cost" (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:

   1. The policy limits of your coverage under this agreement.

   2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.

   3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

   4. The "actual cash value" of the property at the time of loss or damage unless it is repaired or replaced subject to the following.

      a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value".

      b. If you receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or

c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.

B. With respect to a “historical building”, our liability for “covered” loss or damage shall not exceed the lesser of the following amounts:

1. The policy limits of your coverage under this agreement.

2. If the “historical building” is a total loss:

a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.

3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.

4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

a. If you do not provide us with written notice of your intent to repair or replace the damaged “covered” property within 180 days of the date of loss, then you will receive “actual cash value.”

b. If “you” receive a settlement on an “actual cash value” basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged “covered” property; or.

c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.

C. The most we will pay for diminution of value to property caused by “cosmetic damage” from a “covered” peril, shall not be more than 5% of the “actual cash value” of the damage, subject to the following:

1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.

2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.

3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

A. **Other Insurance**. If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.

B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;

2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,

3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or

4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

D. **Change in Use or Occupancy**. If your use or occupancy of any "building" or structure "covered" by this policy changes, you must notify "us" of such change in use or occupancy at renewal.

E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to “covered” property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged “covered” property; and/or

2. Retain salvage rights to the damaged “covered” property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and

2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee**:

No one, other than the policyholder , who has custody of the "covered" property is entitled to the benefits of this policy.

P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to

make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. **Duties In The Event Of Loss or Damage**

You must see that the following are done in the event of loss or damage to "covered" property:

1. Notify the police if a law may have been broken.

2. Give us prompt notice of the loss or damage including a description of the property involved.

3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

8. Cooperate with us in the investigation or settlement of the claim.

9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

A. “Actual cash value” means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.

B. “Builders risk property” means:

1. “Buildings”, structures or “Property in the Open” in the course of construction;

2. “Building materials”;

3. Foundation of a “building”, structure or “Property in the Open” in the course of construction;

4. Addition to an existing “building”, structure or “Property in the Open”;

5. Temporary structures built or assembled on the premises", including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the "builders risk property"; and

6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.

C. "Building" or "buildings" means:

1. Any structure that exhibits two or more of the following characteristics;

   a. Structural walls and roof covering

   b. Some form of permanent foundation (post, block, slab or sub-grade)

   c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)

2. Completed additions;

3. Permanently installed fixtures, machinery and equipment;

4. Communication towers 100 feet or greater in height;

5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;

6. Lift stations, wells or pumping locations;

7. Permanent water storage tanks and towers;

8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;

9. Gas reduction or odorizing stations; or

10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also includes "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.

E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.

F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.

G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.

H. "Covered" means insured by us under this policy.

I. “Electronic data” means facts, information, documents, records or “computer programs” stored on, used on, or transmitted to or from electronic devices, equipment or media.

J. “Employee(s)” means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.

K. “Extra Expense” means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your “operations”, over and above the total cost that would normally have been incurred to conduct your “operations” during the same period had no damage or destruction occurred.

L. “Fine Arts” means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.

M. “Flood” means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:

1. Overflow of inland or tidal waters; or

2. Unusual and rapid accumulation or runoff of surface waters from any source; or

3. Mudflow; or

4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.

O. “Historical building” means any “building” or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.

P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.

Q. “Money” means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).

R. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.

S. “Operations” means the performance of your functions and duties at the insured premises.

T. “Property in the Open” means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.

U. “Pollutants” means largely undesirable substances, irritants, “contaminants”, chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.

V. “Replacement Cost” means the cost to repair or replace (new) the property with like kind and quality.

W. “Securities” means all negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.

X. “Sinkhole collapse” means the abrupt settlement, systematic weakening or collapse of the land supporting a covered “building” that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered “building” or its foundation.

Y. “Specified causes of loss” means the following: upset, collision, impact, or overturn of aircraft or vehicles; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; “sinkhole collapse”; smoke; vandalism; volcanic action; “water damage”; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to “Property in the Open” or to the interior of a “building” or its contents if the exterior of the “building” remains undamaged by the falling objects.

Z. “Vacant” means:

1. Unoccupied or unused “building” for more than sixty (60) consecutive days

2. If you are a tenant of a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business “operations”.

3. If you are an owner or general lessee of a “building”, less than 31 % of the total square footage of your “building” is used by an owner, a lessee, or a sub-lessee to conduct its normal business “operations”.

   “Buildings”, units, suites or structures under construction or renovation are not considered “vacant”.

   A suspension of “operations” or period of inactivity during part of each year which is usual and incidental to the described occupancy of the “building”, unit, suite or structure shall not be deemed “vacant”.

   Change of occupancy shall be recognized by us only if formal action changing the occupancy of the “building”, unit, suite or structure was taken by your governing board prior to the loss.

AA. “Valuable Records” means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. “Valuable Records” does not mean your accounts receivables, “money” or “securities”.

BB. “Water damage” means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. “Water damage” does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the $25,000 provided in **Section IV.J**:

- Airport Equipment
  - Aircraft Servicing Equipment
  - Fire Fighting Equipment
  - Snow Removal
- Equipment
- Asphalt/Concrete Plants
- All-Terrain Vehicles
- Augerminer
- Back Hoes
- Boats/Motors
- Booster Heaters
- Boring Machines
- Brush Burners
- Cement Mixers
- Chippers
- Choppers
- Compaction Equipment Pneumatic
  - Rollers
  - Steel Wheel Rollers
  - Tamping Compactors
  - Vibratory Compactors
- Concrete Saws
- Conveyors
- Core Drill
- Cranes
- Crack Melter
- Crushing & Aggregate
- Discs
- Ditchers
- Draglines
- Drones
- Earth Moving Equipment
  - Crawler Loaders
  - Loader - Backhoes
  - Motor Graders
  - Motor Scrapers
  - Rubber-Tired Loaders
  - Wheel Tractors
- End Loader Type
- Equipment Derricks
- Equipment Excavating
- Excavators
- Farm Equipment
  - Balers
  - Combines
  - Cultivators
  - Harvesters
  - Haybines
  - Planters
  - Spreaders
  - Forklifts
- Golf Carts
- Grinders
- Hauling Equipment (off Highway)
  - End Dumps
  - Hoisting Machines
  - Honey Wagons
- Hydraulic Breaker
- Lake Treatment Equipment
  - Barges
  - Lake Sprayers
  - Weed Harvesting Equipment
- Leaf Suckers
- Lifts
- Loaders
- Mowers
- Mulchers
- Painting Machines
- Paving Equipment
  - Base Plants
  - Finishers
  - Distributors
  - Mixers
  - Profilers
  - Plants
  - Rippers
  - Screeners
  - Spreaders
  - Surge Bins
  - Scarafiers
  - Asphalt Heaters
  - Tar Kettles
  - Tumblers
  - Transit Mixers
- Personal Watercraft
- Pile Driving Equipment
- Pipeline Equipment
- Plow Blades
- Plow Wings
- Portable Equipment
  - Compactors
  - Compressors
  - Excavators
  - Generators
  - Pumps
  - Scales
  - Stages
  - Tanks
  - Turbines
  - Water Blaster
- Pulvi-Mixers
- Railroad Equipment
  - Railroad Cars
  - Railroad Engines
  - Track Service Vehicles
- Road Equipment
  - Flushers
  - Graders
  - Oilers
  - Scrapers
  - Rollers
  - Sweepers
  - Spreaders
  - Shoulder Machines
- Robots
- Rock Pickers
- Road Wideners
- Sand Blasters
- Seeders
- Sewer Jetters
- Sewer Rodders
- Shovels
- Sludge Trucks
- Sludge Injectors
- Snow Grooming Equipment
- Snow Blowers
- Snowmobiles
- Sprayers
- Street Sweepers
- Stump Cutters
- Stump Pullers
- Surge Bins
- Tractors (including riding lawnmowers)
- Trailers
- Tree Movers/Planters
- Valve Operator
- *Vehicles
- Water Wagons
- Welders
- Windrow Eliminators
- Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY

CAP OF LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

M**UNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001**

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY

BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage

1. **"Business Income"**

   a. We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property, or loss of utility services except related to overhead power lines or satellites, at premises which are described in the Statement of Values and for which a "Business Income" Coverage limit is shown in the Declarations. The loss or damage must be caused by or result from a "covered" peril. With respect to loss of or damage to "Property in the Open" or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

   With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises includes:

   i. The portion of the building which you rent, lease or occupy; and

   ii. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described "premises."

   b. We will only pay for loss of "Business Income" that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage or the date of loss of utility services.

2. **Perils Covered, Losses Excluded and Property Not Covered**

   a. See the applicable Section of the policy.

   b. Additionally, "Business Income" losses resulting from an insureds inability or failure to generate electricity are excluded.

3. **Additional Coverage - Interruption of Computer Operations**

   Coverage for "Business Income" does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption of Computer Operations or under the Coverage of Computer-Related Losses Endorsement.

4. **Additional Coverages**

a. **Expenses To Reduce Loss**

In the event of a covered loss of “Business Income”, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of “Business Income”. The total of our payment for “Business Income” loss and Expenses to Reduce Loss will not be more than the “Business Income” loss that would have been payable under this endorsement if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Coverage limit.

b. **Civil Authority**

In this coverage – Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations. When a "covered" peril causes damage to property other than property at the described premises, we will pay for the actual loss of “Business Income” you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "covered" peril that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin at the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

c. **Alterations And New Buildings**

We will pay for the actual loss of “Business Income” you sustain due to direct physical loss or damage at the described premises caused by or resulting from any "covered" peril to:

i. New buildings or structures, whether complete or under construction;

ii. Alterations or additions to existing buildings or structures; and

iii. Machinery, equipment, supplies or building materials located on or within 1000 feet of the described premises and:

1. Used in the construction, alterations or additions; or

2. Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. **Extended “Business Income”**

If the necessary "suspension" of your "operations" produces a “Business Income” loss payable under this policy, we will pay for the actual loss of “Business Income” you incur during the period that:

i. Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

ii. Ends on the earlier of:

1. The date you could restore your "operations", with reasonable speed, to the level which would generate the “Business Income” amount that would have existed if no direct physical loss or damage had occurred; or

2. 30 consecutive days after the date determined in **i.** above.

However, Extended "Business Income” does not apply to loss of “Business Income” incurred as a result of unfavorable business conditions caused by the impact of the "covered" peril in the area where the described premises are located.

Loss of “Business Income” must be caused by direct physical loss or damage at the described premises caused by or resulting from any "covered" peril. This coverage does not apply to loss of utility services.

e. **Interruption of Computer Operations**

i. Under this Additional Coverage, "electronic data" has the meaning described under **E. Definitions**

ii. Subject to all of the provisions of this coverage, you may extend the insurance that applies to “Business Income” to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a "covered" peril.

iii. With respect to the coverage provided under this coverage, the perils "covered" are subject to the following:

1. Coverage under this Additional Coverage – Interruption of Computer Operations is limited to the "specified causes of loss".

2. There is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system, unless otherwise provided for in this policy.

iv. The most we will pay under this Additional Coverage – Interruption of Computer Operations is $2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

v. This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in **iv.** above has not been exhausted.

5. **Coverage Extension**

You may extend the insurance provided by this endorsement as follows: **NEWLY ACQUIRED LOCATIONS**

a. You may extend your "Business Income" Coverage to apply to property at any location you acquire other than fairs or exhibitions.

b. The most we will pay for loss under this Extension is $100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end effective the date you terminate this insurance or at the first renewal of this policy that follows acquisition of the newly acquired location.

B. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Coverage limit shown in the Declarations. Payments under the following Additional Coverages will not increase the applicable Coverage limit:

1. Alterations And New Buildings;

2. Civil Authority;

3. Extended "Business Income"; or

4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Coverage limit(s) shown in the Declarations for any other Coverage.

C. Loss Conditions

The following loss conditions also apply to "Business Income" losses:

1. **"Business Income" Appraisal** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss per the procedures established in the Item entitled Appraisal in the CONDITIONS section of the policy.

2. **"Business Income" Loss Determination**

a. The amount of "Business Income" loss will be determined based on:

i. The Net Income of the business before the direct physical loss or damage occurred;

ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses;

iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

iv. Other relevant sources of information, including:

1. Your financial records and accounting procedures;

2. Bills, invoices and other vouchers; and

3. Deeds, liens or contracts.

b. We will reduce the amount of your “Business Income” loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. Additional Business Income Exclusion. We will not pay for:

1. Any increase in “Business Income” loss, caused by or resulting from:

a. Delay in rebuilding, repairing or replacing the property or resuming “operations”, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons: or

b. “Suspension”, lapse or cancellation of any license, lease or contract. But if the “suspension”, lapse or cancellation is directly caused by the “suspension” of “operations”, we will cover such loss that affects your “Business Income” during the “period of restoration”.

2. Any other consequential loss.

E. Definitions. The following definitions are added to the DEFINITIONS SECTION of the policy.

1. “Business Income” means the:

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses; and,

b. Continuing normal operating expenses incurred, including payroll.

2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of

related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Period of restoration" means the period of time that:

   a. In the event of a direct physical loss or damage,

      i. Begins at the time of direct physical loss or damage caused by or resulting from any "covered" peril at the described premises and

      ii. Ends on the earlier of:

         1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and to a similar level of quality; or

         2. The date when business is resumed at a new permanent location.

   b. In the event of a loss of utility services,

      i. Begins at the time of the loss of utility services; and

      ii. Ends on the date that utility services are restored with reasonable speed.

   "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

      i. Regulates the construction, use or repair, or requires the tearing down, of any property; or
      ii. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

   The expiration date of this policy will not cut short the "period of restoration."

4. **"**Specified causes of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; “virus”. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Sinkhole collapse does not include the cost of filling sinkholes; or, sinking or collapse of land into manmade underground cavities.

5. "Suspension" means:

   a. The slowdown or cessation of your business activities; or

   b. That a part or all of the described premises is rendered untenantable**.**

6. “Virus” means a harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

MUNICIPAL PROPERTY INSURANCE COMPANY

PEDESTRIAN BRIDGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

Item E. of **SECTION V – PROPERTY NOT COVERED**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001** is replaced with the following:

E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden. Except for:

Bridges used exclusively for pedestrian traffic and that are scheduled specifically for this coverage are covered property with respect to damage caused by:

1. Impact of watercraft;

2. The pressure or weight of ice or water, whether driven by wind or not

MUNICIPAL PROPERTY INSURANCE COMPANY

CONTRACTORS EQUIPMENT

NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to “contractors Equipment”.

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

(1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the “replacement cost” basis in a written contract.

For “contractors equipment” on the statement of value, we will pay the current “replacement cost” at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

MUNICIPAL PROPERTY INSURANCE COMPANY
BUILDERS RISK ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

Buildings in the Course of Construction.

We will pay up to $2,500,000 for direct physical loss of or damage to "builders risk property". The coverage provided for "builders risk property" is excess over any other valid and collectible insurance, regardless of whether the other insurance applies on a primary, excess, contingent or any other basis.

Coverage includes:

1. Loss to "builders risk property";
2. Loss to "builders risk property" in transit;
3. "Builders risk property" that is at a temporary location; and
4. Interests of contractors and subcontractors in "builders risk property" during construction to the extent of your obligation for a covered physical loss or damage to such "covered" property as specified in the applicable contract. Such interests of the contractors and subcontractors are limited to the property for which they have been hired to perform work and such interests will not extend to any business income or "extra expense" loss sustained by the contractor or subcontractor.

For this coverage, the following changes are made to:

A. SECTION VI – LOSSES EXCLUDED:

1. The following is added to the end of item A.1.:

   EXCEPTION: The exclusion for error, omission or deficiency in design, specifications, workmanship or materials shall not apply to losses due to "collapse".

B. SECTION IX-DEFINITIONS is amended to include**:**

1. "Collapse" means an abrupt falling in, loss of shape, or flattening of a "building", structure or "Property in the Open" or any part of a "building", structure or "Property in the Open" with the result that the "building"', structure or "Property in the Open" or part of the "building", structure or "Property in the Open" loses its distinctive character or function. However, the following is not considered as "collapse".
2. "Building", structure or "Property in the Open" or any part of a "building", structure or "Property in the Open" in apparent danger of falling in, losing its shape, or flattening.
3. A part of a "building", structure or "Property in the Open" that remains upright despite pulling away from another part of the "building", structure or "Property in the Open";
4. "Building", structure or "Property in the Open" or any part of a "building", structure or "Property in the Open" that remains upright despite signs of sinking, bulging, cracking, leaning, or pulling away.

C. Deductible

As displayed per "occurrence" on the primary policy declarations page.

D. Coverage Limit

As listed on the policy declaration and the corresponding schedule.

E. Perils "Covered"

Refer to **Section I-Perils "Covered"**

F. Hydrostatic Pressure Coverage

For the coverage provided by this endorsement only, Section VI - LOSSES EXCLUDED, B.C 5. of the policy is deleted.

G. Property "Covered"

The Building(s) "covered" by this endorsement: Per Schedule; Including Building Description, Street Address, City, State, and Zip Code.

Coverage applies to materials, equipment and supplies, personal property intended for the building, all regardless of location; temporary structures constructed on site; Property in the Open within 200 feet of the described premises; and property in the custody of the builder intended for the covered building project.

H. Notice of Occupancy

You must notify us of your occupancy of any completed building within 45 days of such occupancy.

MUNICIPAL PROPERTY INSURANCE COMPANY
COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under**:**

Municipal Property Insurance Company Policy MPIC-001

We will pay up to $25,000 for the cost to recover or replace your "electronic data" due to loss caused by the following:

A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.

B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.

C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery' caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

A. Governmental action relating to, or seizure of, the affected property.

B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.

C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction or slowing down of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

C. "Period of recovery" means the period of time that:

a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and

b. Ends on the earlier of:

i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or

ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.

c. The expiration date of this policy will not cut short the "period of recovery."

MUNICIPAL PROPERTY INSURANCE COMPANY

Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

E. The most we will pay for a loss of property acquired through foreclosure, tax lien, tax deed or any statutory taking process is “actual cash value”. This coverage restriction eliminates all sub limits and other coverage provisions that may otherwise apply to a “covered loss”.

MUNICIPAL PROPERTY INSURANCE COMPANY
LEASED PROPERTY COVERAGE

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the **Loss Reporting Form** (Word) to:

Fax: 612-766-3099

E-mail: **claims@mpicwi.com**

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jerry Parker at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:

2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.

3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. **Duties In The Event Of Loss or Damage**

1. You must see that the following are done in the event of loss or damage to “covered” property:

b. Give us prompt notice of the loss or damage. Include a description of the property involved.

d. Take all reasonable steps to protect the “covered” property from further damage, and keep a record of your expenses necessary to protect the “covered” property, for consideration in the settlement of the claim. Also, if feasible, set the damage property aside and in the best possible order for examination.

f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies of your books and records.

h. Cooperate with us in the investigation or settlement of the claim.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS REPORTING FORM

9701 BRADER WAY, SUITE 301
MIDDLETON, WI 53562
CONTACT: JERRY PARKER
PHONE: (877) 278-4165
FAX: (612) 766-3099
EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report. This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:	Name as it Appears on Policy:		
Contact Person (for this claim):	Phone Number:		
Fax Number:	Email Address:		
Address:	City:	State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):	Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):	
Kind of Loss (check one): ☐ Fire ☐ Lightning ☐ Wind ☐ Hail ☐ Glass Breakage ☐ Vandalism (Other than Glass) ☐ Water Damage ☐ Damage by Vehicle ☐ Collision – Vehicle ☐ Comprehensive – Vehicle ☐ Other – Describe	Type of Property: ☐ Building ☐ Contents ☐ Contractors Equipment ☐ Other – Describe ☐ Property in the Open ☐ Money ☐ Vehicle		
Location of Loss:			
Description of Loss and Damage:			
Remarks:			
Print Name:	Title:		
Signature:	Date:		

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RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

EMPLOYEE BENEFIT RIGHTS AS THEY RELATE TO THE CONSOLIDATION OF THE CITY OF BARABOO FIRE DEPARTMENT AND BARABOO DISTRICT AMBULANCE SERVICE

Background: Current full-time employees of the City of Baraboo Fire Department and Baraboo District Ambulance Service have employment benefits that differ from one entity to another. Employees of both entities desire assurance that earned benefits prior to consolidation are recognized by the newly formed Baraboo Area Fire and EMS District, and that benefits not recognized by the newly formed District will be handled in accordance with established policy of each respective entity, in advance of consolidation.

Fiscal Note: In comparing policies from the City of Baraboo and the Baraboo District Ambulance Service (Assumed Baraboo Area Fire and EMS District Policy) the only benefit that would not carry forward for City Employees to District Employees would be Comp Time for Fire Chief Kevin Stieve. So, 150 hours of comp time in the amount of $7,455.00 would need to be compensated to Fire Chief Stieve.

WHEREAS, the City of Baraboo Fire Department was created and operates under the City of Baraboo, a municipal corporation pursuant to sections 62.13 and 256.12 of the Wisconsin Statutes; and

WHEREAS, the Baraboo District Ambulance Service (BDAS) was created and operates pursuant to sections 66.0301 and 256.12 of the Wisconsin Statutes; and

WHEREAS, the City of Baraboo, Village of West Baraboo, Town of Baraboo, Town of Fairfield, and Town of Greenfield have independently adopted by resolution, their agreement to the formation of the Baraboo Area Fire and EMS District; and

WHEREAS, effective January 1st, 2023, the City of Baraboo Fire Department and Baraboo District Ambulance Service will consolidate into one organization and operate under the name of Baraboo Area Fire and EMS District; and

WHEREAS, the Baraboo Area Fire and EMS District will operate under the Intergovernmental Agreement and Bylaws as approved by the members; and

WHEREAS, accrued benefits, if recognized by the Baraboo Area Fire and EMS District, of those employed by the Baraboo District Ambulance Service will be transferred to the Baraboo Area Fire and EMS District at the time of consolidation; and

WHEREAS, accrued benefits of those employed by Baraboo District Ambulance Service, if not recognized by the Baraboo Area Fire and EMS District, will be handled in accordance with the Baraboo District Ambulance Service Separation from Employment Policy; and

WHEREAS, accrued benefits, if recognized by the Baraboo Area Fire and EMS District, of those employed by the City of Baraboo Fire Department will be transferred to Baraboo Area Fire and EMS District at the time of consolidation; and

WHEREAS, accrued benefits of those employed by the City of Baraboo Fire Department, if not recognized by the Baraboo Area Fire and EMS District, will be handled in accordance with the City of Baraboo Employee Handbook Policy 2.10 Separation or Retirement from Employment by Non-Represented Employees.

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

1. The accrued benefits of those employed by the City of Baraboo Fire Department, if recognized by the Baraboo Area Fire and EMS District, shall be transferred to the Baraboo Area Fire and EMS District at the time of consolidation.

2. The accrued benefits of those employed by the City of Baraboo Fire Department, if not recognized by the Baraboo Area Fire and EMS District, will be handled in accordance with the City of Baraboo Employee Handbook Policy 2.10 Separation or Retirement from Employment by Non-Represented Employees.

Adopted this _____ day of _____, 2022.

CITY OF BARABOO

By: _____
_____, Mayor

ATTEST:

_____
_____, Clerk

BDS Policy

Employee Benefits – Paid Time Off

For purposes of this policy, the definition of "immediate family member" includes spouse or live-in partner, parent, step-parent, mother or father in-law, sister or brother in-law, grandparents of the employee or spouse, child, step-child, adopted child, foster child, sibling, or step-sibling.
Baraboo District Ambulance Service offers the following benefits as applicable to the following positions:
• **Executive Management Employees:** These employees are compensated via a regular salary and are exempt from overtime (not paid overtime). Executive Management Employees include the Chief / EMS Director and Assistant Chief.
• **Supervisory Management Employees:** These employees are compensated on an hourly basis and are non-exempt from overtime (receive overtime for hours worked over 40 in a work week). Supervisory Management Employees include Captains and Lieutenants.
• **Non-management Employees:** These employees are compensated on an hourly basis and are non-exempt from overtime (receive overtime for hours worked over 40 in a work week). Non-management employees include Acting Lieutenants, Critical Care Paramedics, Paramedics, Advanced EMT's (AEMT's), Administrative Assistants, and other office/clerical positions.

Vacation

Executive Management Employees
Receives (25) 8-hour days, or 200 hours, at the time of hire and (25) 8-hour days, or 200 hours, at each annual anniversary of the hire date.
• If unused, hours may be carried into the following year. Generally, an Executive Management Employee may not carry more than their annual number of hours plus half.

There is no cash payout at the end of a year for any unused vacation, except in the event of separation from employment, in which case the *Separation from Employment* policy will be followed.

Supervisory Management & Non-management Employees
One (1) day of vacation is equal to 24 hours for operational, hourly employees, and will be awarded based upon the following schedule:
• 96 hours – after completion of 3 months of full-time employment.
• 120 hours – after completion of 4 years of full-time employment.
• 144 hours – after completion of 6 years of full-time employment.
• 168 hours – after completion of 8 years of full-time employment.
• 192 hours – after completion of 10 years of full-time employment.
• 216 hours – after completion of 12 years of full-time employment.
• 240 hours – after completion of 14 years of full-time employment.
• 264 hours – after completion of 16 years of full-time employment.
• 288 hours – after completion of 18 years of full-time employment.
• 312 hours – after completion of 20 years of full-time employment.
• 336 hours – after completion of 22 years of full-time employment.
• 360 hours – after completion of 24 years of full-time employment.

In determining the years of employment/service for vacation for hourly employees, only years of full-time employment/service are used in calculating the benefit amount. Exceptions may be made dependent upon relevant job experience/years of full-time employment within respective field, but cannot exceed budgeted expense. Such exceptions may only be authorized by the Chief/EMS Director

Supervisory Management Employees may not carry more than their annual number of hours plus half, into the following year.

Vacation hours will be paid as if the employee has worked that day, except if vacation is used in lieu of sick leave. If vacation is used in lieu of sick leave, vacation hours will be paid as straight time.

There is no carryover of vacation allowed for Non-management Employees.

There is no cash payout at the end of a year for any unused vacation, except in the event of separation from employment, in which case the *Separation from Employment* policy will be followed.

Executive Leave

Executive Management Employees

• Receive (3) 8-hour days, or 24 hours, of executive leave at the time of hire, and receive (3) 8-hour days, or 24 hours, at each annual anniversary of the hire date.

Sick Leave

All full-time employees will receive 8 hours per month, and accrual will begin at their hire date. *For example, if an employee is hired on the 15th of the month, they would receive 8 hours on the 15th of the following month*.

Sick leave may be used to care for the employee's own or immediate family members' illnesses.

Sick leave will be paid equal to the amount of time missed, not to exceed the amount of time the employee has accrued. Sick leave hours are paid at the employee's base rate per hour and do not count towards hours worked for overtime calculations.

Unused sick leave hours can be carried over annually. When an employee separates from employment, accrued sick leave hours will be paid out at the wage rate in which it was accrued, and per eligibility defined within the *Separation from Employment policy*.

Separation from Employment

Upon termination of employment, whether voluntary or involuntary, the employee must return all company property, including but not limited to: pagers, uniforms, keys, cell phones and special equipment. The employee may be asked to complete an exit interview with a member of the management team.

An employee who leaves employment through death, or retirement (as defined by WRS) will be entitled to be paid 100% of granted, unused vacation and sick leave, not subject to proration.

An employee who is involuntarily terminated from employment (except in the case of a layoff, which shall be treated as a resignation for purposes of payout of benefits) is not entitled to be paid for any unused vacation or sick leave at termination.

Employees who voluntarily resign from employment and are eligible for payout of unused benefits, will be paid on the next regularly scheduled payroll following resignation. Employees are not allowed to extend their employment via use of unused benefit time.

Pay out for unused vacation and/or sick leave for those employees who resign from employment will follow this schedule:

First two years of continuous service	0%
2 years but under 3	25%
3 years but under 4	50%
4 years but under 5	75%
5+ years	100%

2.10 Separation or Retirement from Employment by Non-Represented Employees

A. Policy. Full time employees may be eligible for separation benefits pursuant to this policy.

B. Procedure:

1. In general, it is recommended that employees who have chosen to terminate their employment with the City other than by retirement give the City two weeks' notification of the separation; however, except for cases involving injury or disability, retiring employees must give notice of their intention to retire to their Department Head in writing at least sixty (60) days before the date of retirement in order to be eligible for any benefits made available to retirees elsewhere in this policy.
2. Department Heads receiving a notice of intent to terminate employment or retire must inform the City Administrator.
3. Any employee who commenced full-time employment with the City prior to January 1, 1987, and who thereafter worked continuously for the City on a full-time basis until retirement or termination is entitled to receive compensation for accumulated sick leave, vacation, compensatory time, and/or overtime. Such compensation shall be paid in a lump sum at the first regular payroll date following the employee's last workday with the City. An employee retiring from active employment with the City may extend his/her final date of retirement through the use of accumulated sick leave, vacation, compensatory time, or overtime. At the option of the City, the final payment for unused accumulated sick leave, vacation, compensatory time, or overtime may be made in a lump sum at the request of the retiring employee. A retiring employee extending his/her date of retirement through the use of accumulated benefits as set forth herein, will continue to accrue sick leave and vacation as provided in this handbook up to the date of final retirement.
4. Employees hired between January 1, 1987, and August 31, 2012, who terminate or retire from employment with the City and who is entitled to receive compensation for accumulated sick leave, vacation, compensatory time, and/or overtime will be paid such compensation in a lump sum at the first regular payroll date following the employees last work day with the City. Employees may not extend the date of their retirement by utilizing accumulated sick time, compensatory time, vacation time, or any other benefit time after their last day of work.
5. Employees hired on or after September 1, 2012, who terminate their employment with the City other than by retirement shall receive compensation for accumulated vacation, compensatory time, and other benefit time but not including sick time, in a lump sum at the first regular payroll date following the employees last work day with the City.

   Employees' accumulated sick time shall be paid based upon the following schedule:

Less than five years employment:	No reimbursement.
Five years to less than 10 years:	Reimbursement for 30% of sick time.
Ten years to less than 15 years:	Reimbursement for 50% of sick time.
Fifteen years or more:	Reimbursement for 75% of sick time.

6. Employees hired on or after September 1, 2012, who terminate their employment with the City by retirement, in addition to receiving compensation for accumulated vacation, compensatory time, and other benefit time, shall be reimbursed for 100% of accrued and accumulated sick time.
7. Employees may designate all or part of accrued sick leave for continued health insurance coverage as provided in the Sick Leave section of this handbook.

8. Any employee who is terminated for misconduct and/or unlawful acts prohibited by this Handbook is not entitled to receive unused sick leave, and any such accumulated sick time shall be forfeited.
9. Employees who provide at least a two week notice prior to voluntarily terminating employment may utilize their accrued compensation time and/or accrued vacation time to fill their two weeks between the date of the separation notice and the end date of their employment, however the employees' intent to use accrued time must be communicated by the employee to their Department Head on or prior to the date of the separation notice.
10. For purposes of this Policy section, the following definitions shall apply:
    - "**Retirement**" means: the termination of employment by an employee who is aged 50 years or older; and where the City of Baraboo has been provided 60 days' prior written notice; and when the employee is not leaving employment for any other employment. Retirement shall also mean the termination of employment by an employee of any age as a result of injury or disability.
    - "**Other than by retirement**" shall mean all termination of employment by an employee *other* than meeting the definition of "retirement."

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RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

Background: The Baraboo Fire Department in 1987 created a death benefit and longevity fund for qualifying members of the Baraboo Fire Department call "The Baraboo Firefighter Benefit Fund." The Fund is administered by a Board of Trustees with the guidance of bylaws. Amendments to the bylaws are passed by a majority vote of the Board of Trustees, approval of a majority vote of the Department's membership and by the Baraboo Common Council.

The Benefit Committee voted for the distribution of this plan due to the creation of the Fire District beginning on January 1, 2023

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

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

THAT, the Baraboo Firefighter's Benefit Fund be distributed amongst the membership based upon the by-law guidelines and furthermore, dissolved.

Offered By: Finance/Personnel Comm. **Approved by Mayor:**_____
Motion:
Second: **Certified by City Clerk:** _____

BYLAWS OF THE BARABOO FIRE DEPARTMENT BENEFIT FUND

ARTICLE I: CREATION OF THE FUND

There is hereby created a death benefit and longevity fund for qualifying members of the Baraboo Fire Department (The Department). This benefit fund shall be called The Baraboo Firefighter Benefit Fund (The Fund). To initiate The Fund, a contribution in the amount of $31,607.00 was made by the Baraboo Fire Department membership on June 23, 1987. Additional fundraising activities, if needed, for The Fund shall be carried out by the Baraboo Firefighters Fundraising Association (The Association). A Board of Trustees (The Board) shall administer The Fund as set forth in this document.

ARTICLE II: FUNDING OF THE FUND

The Fund shall be financed from the following sources:

1. Funds received by the City of Baraboo pursuant to the State Fire Fund to the extent-said funds are allocated to The Fund by the Baraboo Common Council.

2. Interest on investments of The Fund.

3. Gifts and bequests given to The Department for The Fund.

4. Other miscellaneous sources as approved by The Board.

5. Funds generated by The Association from fund-raising activities to the extent that these revenues are allocated to The Fund by The Association's Board of Directors and approved by The Association's membership and are accepted into the fund by The Department's membership and The Board.

ARTICLE III: ADMINISTRATION OF THE FUND

A Board of Trustees (The Board) consisting of the following shall administer The Fund:

1. The Treasurer of The Association shall serve as Secretary/Treasurer of The Board and shall be a permanent member of The Board.

2. One member of the Association's Board of Directors elected at large by The Department's membership.

3. Three members of The Department elected at large by The Department's membership.

4. The Baraboo City Treasurer shall be an ex-officio member of The Board.

The elected members shall serve for staggered four-year terms, with two members being elected in January of every even numbered year. If a vacancy occurs during the term of office of any Trustee, a replacement shall be elected by members of The Department to serve for the remainder of the term of the vacated position. Any Trustee censored, demoted, suspended, or expelled by The Department pursuant to The Department's policies shall be automatically removed as a Trustee upon such determination. A Trustee shall at all times be in good standing with The Department.

The Baraboo City Treasurer shall receive all monies allocated to The Fund and shall invest and account for said funds as provided by law and as directed by The Board. The Baraboo City Treasurer shall make distributions from The Fund in accordance with the directions of the Board of Trustees. The Baraboo City Treasurer shall calculate and pay all taxes that may become due as The Fund is administered.

ARTICLE IV: OPERATION OF THE BOARD

The Board shall meet at least annually and shall conduct meetings and operate in accordance with Robert's Rules of Order, Revised. The Board shall elect a Chairperson and a Vice-Chairperson, each for a two-year term. The Chairperson of The Board shall preside at all meetings of The Board and shall oversee the general operation of The Board. The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson. The Secretary/Treasurer of The Board shall perform the following duties:

1. Keep a true and accurate record of all proceedings of The Board.

2. Maintain the Bylaws of The Board up-to-date at all times.

3. Cause due notice of all meetings of The Board to be given to The Board's members.

4. Keep an accurate record of the entitlement of members of The Department to benefits from The Fund.

5. Sign all orders for payment issued to the City Treasurer.

6. Deliver to his/her successor all money, books, record and other items or documents pertaining to his/her office immediately upon expiration of his/her term of office.

The books and records of The Board and the Secretary-Treasurer of The Board shall be open to inspection at all times by The Board, the City Treasurer, the Common Council of the City of Baraboo and otherwise as provided by law. The books and records of account of The Fund shall be reviewed annually by the City Treasurer and The Board. The City Treasurer shall submit an annual accounting of The Fund to The Department at its annual meeting.

All disbursements of benefit funds shall be drawn by the City Treasurer and countersigned by the Chairperson of The Board and the Secretary/Treasurer of The Board. No claim for benefits shall be paid until The Board has approved the claim.

ARTICLE V: APPLICATION FOR BENEFITS

All applications for benefits from The Fund shall be made in writing on forms supplied by The Board. The Board shall review all applications for benefits and no benefits shall be paid until the application has been approved by a majority vote of The Board. Decisions of The Board shall be subject to administrative review pursuant to Chapter 6 of the Municipal Code of Baraboo.

Before any benefits are paid to a firefighter, the Secretary/Treasurer of The Board shall cause an itemized audit to be conducted concerning the retiring firefighter to determine whether the firefighter owes any monetary debts to The Department. This audit shall be done within thirty days following receipt by The Department of an application for benefits from The Fund. Upon completing the audit report, the Secretary/Treasurer shall deliver the report to the firefighter, along with a written notice explaining to the retiring firefighter, that no benefits shall be paid until all financial debts owed by the firefighter to The Department have been paid in full. The Board, upon receiving the audit report, shall review the report and determine which, if any, of the debts owed by the retiring firefighter must be paid before the firefighter will be eligible to receive benefits.

If the retiring firefighter desires to dispute any debts, he/she shall notify The Board in writing of each debt that is disputed and the nature of the dispute. The written notice shall further request a meeting with The Board. Upon receipt of the notice, The Board shall schedule a meeting with the retiring firefighter for the purpose of discussing and resolving the amount, if any, of any monetary debts owed by the retiring firefighter to The Department. The Board shall attempt to schedule the meeting within thirty days after receiving the written notice from the retiring firefighter. At the meeting before The Board, the retiring firefighter shall be given an opportunity to present evidence in support of his/her position as to the amount, if any, of the indebtedness owed by the firefighter to The Department. After hearing the evidence, The Board shall determine, by a majority vote, the amount, if any, that the retiring firefighter owes to The Department and no benefits shall be paid to the retiring firefighter until the full amount owed by the firefighter to The Department had been paid in full. No debts owed by the retiring firefighter to The Department shall be deducted from a benefit payment and no benefit payment shall be made until all debts by the said firefighter are paid in full.

ARTICLE VI: ELIGIBILITY FOR LONGEVITY BENEFIT

For the purpose of computing eligibility for benefits from The Fund, a "year of active service" shall be defined as a period of twelve months of active duty as a firefighter in The Department beginning on the date when the member became an active firefighter in The Department. If a firefighter's period of active service has not been continuous, the number of months of active duty shall be added together to compute full years of service. Upon completion of five years of active duty, a leave of absence due to health reasons shall be considered to the extent allowed by The Board. A firefighter shall be eligible to receive a benefit payment from The Fund if the firefighter leaves The Department due to any one of the following reasons:

1. Retirement

2. Termination due to illness, injury or other disability.

3. Termination for any other reason, except expulsion by The Department.

If The Board determines by a majority vote that a firefighter has made a fraudulent claim for benefits from The Fund, the firefighter shall be expelled from The Department and shall forfeit all rights to any benefits from The Fund.

A firefighter who ends his/her active duty as a firefighter with The Department for any of the foregoing reasons shall be eligible to receive a benefit payment from The Fund in the following amount.

1. If the firefighter has completed five years of active service, the firefighter shall receive a payment equal to 50% of the yearly benefit for each year up to five years and between the fifth year and fifteenth year of active service, the firefighter shall receive an additional 5% of the yearly benefit for each year. Payment schedule is attached as Appendix I.

2. If the firefighter has completed fifteen years of active service with The Department, the firefighter shall receive 100% of the yearly benefit for each year of active service.

Any firefighter who has not completed a minimum of five years of active service shall receive no benefit from The Fund upon leaving The Department or cancel his/her membership with The Department for any reason.

As of January 1, 2003, the benefit from The Fund was established at $500.00 per year of service, retroactive.

The Board shall determine the method of payment for accrued benefits due from the fund. Generally accrued benefits will be paid in one lump sum. The Board reserves the right to make benefit payments in three equal installments, if the Board sees necessary to preserve the Fund.

A firefighter who ends his/her active duty as a firefighter with The Department due to illness, injury, disability or termination for any other reason, except expulsion by The Department may also request a Benefit payment of three annual payments. Unpaid balances of benefits shall not accrue interest.

ARTICLE VII. ELIGIBILIBILITY FOR DEATH BENEFIT

A death benefit of $2,500.00 shall be paid on behalf of any firefighter who dies while still an active member of The Department in good standing, regardless of length of service. The ~~death~~ longevity benefit paid shall be in the same amount as the firefighter would be entitled to receive if he/she had terminated his/her membership with The Department on the date of death. The benefit shall be paid to such beneficiary as designated on forms supplied by The Board. If the firefighter has not designated a beneficiary with The Board, the death benefit shall be paid to the firefighter's surviving spouse, and if there is no surviving spouse, then to the firefighter's surviving children in equal shares, and if there is no surviving spouse or surviving children, then to the firefighters estate. In addition, regardless of length of service, a death benefit in the amount of $2,500.00 shall be paid to the firefighter's beneficiary. However, The Board may adjust the amount of the death benefit on January 1 of any given year, if The Department's membership and the Baraboo Common Council approve the adjustment.

ARTICLE VIII: AMENDMENTS

These bylaws may be amended by a majority vote of The Board of Trustees, provided, however, all amendments shall be approved by a majority vote of The Department's membership and by the Baraboo Common Council.

Appendix I
($500.00 per year)

5 years	$1,250.00	plus	$20.83	/month
6 years	$1,650.00	plus	$22.92	/month
7 years	$2,100.00	plus	$25.00	/month
8 years	$2,600.00	plus	$27.08	/month
9 years	$3,150.00	plus	$29.17	/month
10 years	$3,750.00	plus	$31.25	/month
11 years	$4,400.00	plus	$33.33	/month
12 years	$5,100.00	plus	$35.42	/month
13 years	$5,850.00	plus	$37.50	/month
14 years	$6,650.00	plus	$39.58	/month
15 years	$7,500.00	plus	$41.67	/month
16 years	$8,000.00	plus	$41.67	/month
17 years	$8,500.00	plus	$41.67	/month
18 years	$9,000.00	plus	$41.67	/month
19 years	$9,500.00	plus	$41.67	/month
20 years	$10,000.00	plus	$41.67	/month

Approved by the Board of Trustees	February 12, 2003
Approved by Baraboo Fire Department Membership	February 17, 2003
Approved by the City of Baraboo Common Council	February 25, 2003

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RESOLUTION NO. 2022 - **Dated: December 13, 2022**

The City of Baraboo, Wisconsin

Background: This is an addendum to the 2021-2025 MOU that is in place for the SRO program. For fiscal year 2023, the school district will reimburse the city 75% of the costs associated with the employment of the officers. There are some other minor changes as well.

Fiscal Note: [X] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted
Comments:

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

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the addendum to the 2021-2025 School Resource Officer Memorandum of Understanding as proposed.

Offered by:
Motion:
Second:

Approved:_____

Attest: _____

ADDENDUM TO 2021-2025
SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BARABOO AND THE SCHOOL DISTRICT OF BARABOO

This document (Addendum) amends and supplements the 2021-2025 School Resource Officer Memorandum of Understanding (MOU) between the City of Baraboo Police Department and the School District of Baraboo in accordance with Section XII of the MOU.

The following amendments and additional provisions are incorporated into and made a part of the MOU. Should any provision or amendment hereinafter set forth be found to be in conflict with another provision or provisions of the MOU, then the language set forth below shall control.

1. Section V.B is removed and is replaced by the following: "Operation of SRO Program. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SROs, both personally and professionally, shall remain solely with the Police Department. The SROs are employed and retained by the Police Department, and in no event will be considered an employee of the School District of Baraboo. The School District of Baraboo shall not be considered a co- or joint employer of the SRO."

2. Nothing in this Addendum shall alter the SRO's status as solely being an employee of the Police Department.

3. The portion of Section VII.A that states "Any expenses generated due to the SRO working beyond the SROs regular workday pursuant to this subsection, any other Baraboo Police Officer in his/her absence, will be billed by the Police Department to the School District of Baraboo as they occur." is hereby deleted.

4. The School District of Baraboo will reimburse the Police Department for 75% of the following costs associated with the SROs performing service in the School District of Baraboo per the MOU from January 1, 2023 through December 31, 2023:
   - Wages paid by the Police Department for hours actually worked (excluding any overtime hours).
   - Wages paid by the Police Department for hours for which the SROs qualify for paid leave, paid vacation, and paid holidays.
   - Wages paid by the Police Department for hours that qualify for longevity pay.
   - Contributions to the retirement plan of the SROs paid by the Police Department that derive from wages paid by the Police Department.
   - Health insurance premiums paid by the Police Department for the Police Department's share of single or family benefits selected by the SROs.
   - Life insurance premiums paid by the Police Department for coverage of the SROs.
   - Police Department Income Continuation Insurance (ICI) expenses attributable to the employment of the SROs.
   - Payroll taxes paid by the Police Department attributable to the wages paid to the SROs by the Police Department.

5. The School District of Baraboo will not reimburse the Police Department for any of the following costs associated with the SROs performing service in the School District of Baraboo per the MOU from January 1, 2023 through December 31, 2023:
   - Overtime hours.
   - Workers compensation insurance.
   - Unemployment compensation/benefits.
   - Liability insurance premiums.
   - Expense reimbursements (e.g., mileage, cell phone, etc.) to the SROs paid by the Police Department.
   - Any other costs outside of what is specified in Section 4, above.

6. The Police Department will provide the School District of Baraboo with documentation substantiating the costs subject to cost-sharing established by this Addendum (including actual detailed payroll records), and the School District of Baraboo will pay its share of the costs to the Police Department on a timely basis following the receipt and verification of this documentation.

7. Except as specifically provided herein, the term of this Addendum is from January 1, 2023, through December 31, 2023, at which time it shall expire and be of no continuing effect unless the parties agree extend the Addendum past December 31, 2023, in accordance with Section XII of the MOU.

8. In Section XI, **Notice**, "Dr. Lori M. Mueller" is removed and is replaced by the following: "Dr. Rainey Briggs." This Section shall survive the expiration of this Addendum spelled out in Section 7 above and shall expire in accordance with Section II of the MOU.

9. Interagency Agreement/Exchange of Information: The Police Department and the School District of Baraboo enter into this Addendum in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information with the Police Department to the extent permitted by law, to serve the interests of pupils and all other concerned parties. The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the School District of Baraboo with administrative hearings. It is understood and agreed that this Addendum is an Interagency Agreement that authorizes the Police Department to routinely disclose information to the School District as permitted by Wis. Stat. § 938.396(1), and the Police Department shall disclose such information routinely and by request of the School District of Baraboo. For purposes of SRO access to education and pupil records, the School District of Baraboo designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and in accessing pupil records under Wis. Stat. § 118.125(2)(d). The School District of Baraboo may provide the SRO with access to education and pupil records information maintained by the School District of Baraboo only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may also be granted

access to education and pupil records information in the event of an emergency situation threatening the health of safety of a student or other individual. The SRO may only re-disclose education or pupil records information, including to the Police Department, consistent with FERPA and Wisconsin pupil records law. Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the School District of Baraboo, or for the enforcement of local, state, or federal laws or ordinances, including body camera footage, shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SRO. This Section shall survive the expiration of this Addendum spelled out in Section 7 above and shall expire in accordance with Section II of the MOU.

10. The Police Department's Chief of Police shall assign the SRO from one of the members of the Police Department. When an SRO is initially assigned to the Baraboo School District, the Police Department's Chief of Police and the Baraboo School District's District Administrator, or their respective designees, shall jointly be involved in the interview process related to the SRO's assignment to the School District; however, the final decision as to who is awarded the assignment shall rest with the Chief of Police. This Section shall survive the expiration of this Addendum spelled out in Section 7 above and shall expire in accordance with Section II of the MOU.

IN WITNESS WHEREOF, the parties have caused the MOU to be executed by their duly authorized representative of the governing bodies of the Parties as of the day and year below.

SCHOOL DISTRICT OF BARABOO	CITY OF BARABOO POLICE DEPARTMENT
By: _____	By: _____
Dated: _____	Dated: _____

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