



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

**Date and Time:**

Tuesday, July 13, 2021

**6:15 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 June 22, 2021 minutes
  - d. Approve agenda
  
2. **Action Items**
  - a. **Accounts Payable** – Review and recommendation to Common Council on paying \$640,760.88.
  
  - b. **Assignment of Lease** – Review and recommendation to Common Council to allow The Villas at UW-Baraboo to enter into a loan with Prevail Bank. (*Bradley*)
  
  - c. **Additional Compensation** – Review and recommendation to Common Council to approve additional compensation for City Treasurer and City Clerk during the absence of a City Finance Director. (*Bradley*)
  
  - d. **Conveyance of Property** - Review and recommendation to Common Council to approve the conveyance of the property at 222 and 230 4<sup>th</sup> Ave., 622 Birch St. and 227 5<sup>th</sup> Ave. to the Community Development Authority for the construction of an addition to the Carnegie-Schadde Memorial Public Library (previously known as Baraboo Public Library. (*Pinion*))
  
  - e. **Small Business Loans** – Review and recommendation to Common Council to extend the payoff due date for Emergency Assistance Fund-Small Business Loan Program. (*Bradley*)
  
3. **Information Items** – None
  
4. **Adjournment**

Scott Sloan, Chairperson

Agenda prepared by B. Zeman & posted on 07/09/2021

**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.

**FOR INFORMATION ONLY AND NOT A NOTICE TO PUBLISH**

**Members Present:** Sloan, Kent, Petty

**Absent:**

**Others Present:** Mayor Nelson, Adm. Bradley, Clerk Zeman, W. Peterson, T. Pinion

**Call to Order** –Ald. Sloan called the meeting to order at 6:15p.m. noting compliance with the Open Meeting Law. Moved by Petty, seconded by Kent to approve the minutes of June 8, 2021. Motion carried unanimously. Moved by Kent, seconded by Petty to approve the agenda and carried unanimously.

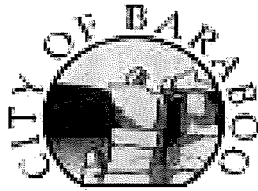
**Action Items**

- a) **Accounts Payable** – Moved by Petty, seconded by Kent to recommend to Council for approval of the accounts payable for **\$580,210.73**. Motion carried unanimously.
- b) **Sanitary Sewer Fee Changes** – W. Peterson explained that the “Reserve Capacity Assessment” is a fee charged for new properties connecting to the sewer. Because this rate has not changed since 1991, he is proposing an increase from the current fee of \$450 per residential equivalent unit to \$650 per residential equivalent unit. This is currently what is being charged to the Sanitary District when they connect a property. Moved by Petty, seconded by Kent to recommend to Council to approve changes in the Sanitary Sewer Utilities Fees on the City’s Official Fee Schedule. Motion carried unanimously.
- c) **Utilities Fee Changes** – W. Peterson explained that we have received our rate structure from the Public Service Commission (PSC) and they are significant. The rate increases are due to the loss of revenue from the recent closure of LSC Communications (formerly RR Donnelley). Ald. Kent confirmed that there was a public hearing for this and W. Peterson stated that other than City, no one was present. W. Peterson noted that he ranked the City in the County and the top 80 municipalities in Wisconsin; As far as the water rates, we are still lower than 50% of the larger municipalities in the State. The Public Service Commission takes into consideration the Utilities revenues and expenses when determining the new rates. Based on review of past numbers for LSC Communications, the Utilities is estimating a savings of \$36,000 in expenses; however, they lost \$400,000 in revenue. The last time the City did a full rate study was back in 2012 due to the meter replacement program. Back in 2012, the City was able to negotiate with the PSC a rate of return as low as 2%; at that time, we could have been 6.5%. This time the rate of return is 4.9% but because of the cost and steps required to have the structure done, PSC would not allow us to lower our rate of return. W. Peterson reviewed with the Committee other rate changes required by PSC. Moved by Petty, seconded by Kent to recommend to Council to approve changes in the Utilities Fees on the City’s Official Fee Schedule. Motion carried unanimously.
- d) **State/Municipal Agreement** – T. Pinion explained that we are paid certain Highway Aids to maintain STH 33. In addition to maintaining the road, with the 2024 reconstruction, we are required to pay a portion of the design cost. To this project we have added some utility replacement work, which is not cost eligible, and street lighting. The Committee reviewed the updated Summary of Costs for the reconstruction of STH 33. Any additional funds needed will be reviewed at budget time. Moved by Kent, seconded by Petty to recommend to Common Council approving the revised State-Municipal Financial Agreement for a State-Let highway project on Hwy 33 between Lincoln Avenue and the westerly City limits.
- e) **Delinquent Accounts** – The Committee reviewed the list of uncollectible amounts of \$2,209.27 of accounts receivable and \$4,977.79 of Utility accounts receivable. Moved by Petty, seconded by Kent to recommend to Common Council to approve writing off uncollectible accounts. Motion carried unanimously.

- f) **Solar Sauk County** – Mayor Nelson explained that he was approached by the organizers of the Grow Solar Sauk County Program asking if we would act as a host for a “Power Hour”. As a host, we would promote the program on our website, social media, and by displaying printed materials. There is no cost to the City. Moved by Petty, seconded by Kent to recommend to Common Council to approve the City of Baraboo as host for a Solar Sauk County virtual “Power Hour”. Motion carried unanimously.

**Information Items** – None.

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



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

July 13, 2021

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

Category	Total	Accounts Payable Run Date
General	218,462.54	July 9, 2021
Utility	44,029.29	June 29, 2021
ACH	557.09	June 30, 2021
Payroll Remittance Checks	377,711.96	July 1, 2021
Department Purchasing Cards	-	
<b>Total expenditures \$</b>	<b>640,760.88</b>	

CITY OF BARABOO

Check Register - General  
Check Issue Dates: 7/9/2021 - 7/9/2021Page: 1  
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Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
<b>192279</b>							
07/09/2021	192279	ABBY VANS INC.	16190	06/10/2021	TAXI-MAY 2021 SHARED RIDE F	230-11-46399-000	10,881.50-
07/09/2021	192279	ABBY VANS INC.	16190	06/10/2021	TAXI-MAY 2021 SHARED RIDE	230-11-53500-290-000	48,821.13
Total 192279:							37,939.63
<b>192280</b>							
07/09/2021	192280	ACTION ELECTRIC OF S	6614	06/28/2021	PK-PIERCE PARK LIGHTING RE	100-52-55200-280-000	999.53
Total 192280:							999.53
<b>192281</b>							
07/09/2021	192281	AT&T MOBILITY	2873029191	06/23/2021	PD- CELL PHONES	100-20-52110-220-000	636.43
07/09/2021	192281	AT&T MOBILITY	2873029191	06/23/2021	PD- MODEMS	100-20-52110-270-000	395.89
Total 192281:							1,032.32
<b>192282</b>							
07/09/2021	192282	BARABOO POWER EQUI	93088	06/17/2021	PK-GARDEN TILLER STARTER	100-52-55200-250-000	63.00
07/09/2021	192282	BARABOO POWER EQUI	93109	06/17/2021	ZOO-STIHL FUEL MIX	100-52-55200-348-000	127.96
07/09/2021	192282	BARABOO POWER EQUI	93478	06/25/2021	PARKS-OIL & FILTER, GARDEN	100-52-55200-250-000	79.84
Total 192282:							270.80
<b>192283</b>							
07/09/2021	192283	BARABOO UTILITIES	9701296	06/23/2021	PK-SEASONAL SERVICE RECO	100-52-55200-221-000	400.00
07/09/2021	192283	BARABOO UTILITIES	9701296	06/23/2021	POOL-SEASONAL SERVICE RE	100-53-55420-221-000	40.00
Total 192283:							440.00
<b>192284</b>							
07/09/2021	192284	BATTERIES PLUS LLC	P40729944	06/15/2021	PS/ADMIN-BACKUP BATTERIES	100-11-51640-350-000	549.55
Total 192284:							549.55
<b>192285</b>							
07/09/2021	192285	BOLDER SERVICES LLC	005533	06/03/2021	FD - A/C ANNUAL CHECKS	100-21-51610-260-000	302.58
Total 192285:							302.58
<b>192286</b>							
07/09/2021	192286	BRABAZON PUMP & COM	5213018	06/16/2021	PW-REPLACE LUBE SCREW DR	100-31-53270-260-000	569.50
Total 192286:							569.50
<b>192287</b>							
07/09/2021	192287	BURCH, NICK	REIMB216-0	07/04/2021	PD-N BURCH UNDERARMOUR	100-20-52110-346-000	113.94
Total 192287:							113.94
<b>192288</b>							
07/09/2021	192288	CANNON, PATRICK	2021-6B	06/30/2021	CDA-JUNE 2021 MANAGMENT S	100-15-56710-200-000	3,541.67
Total 192288:							3,541.67

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Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
<b>192289</b>							
07/09/2021	192289	CAPITAL ONE	613594-0624	06/24/2021	POOL-FANS, PEROXIDE & FLY	100-53-55420-340-000	73.72
07/09/2021	192289	CAPITAL ONE	613594-0624	06/24/2021	POOL-LIFEGUARD INCENTIVES	100-53-55420-340-000	9.98
07/09/2021	192289	CAPITAL ONE	613594-0624	06/24/2021	REC-TOT LOT SUPPLIES	100-53-55300-340-120	11.85
07/09/2021	192289	CAPITAL ONE	613594-0624	06/24/2021	POOL-TELEPHONE	100-53-55420-340-000	29.96
07/09/2021	192289	CAPITAL ONE	613594-0624	06/24/2021	POOL-HAND HELD RADIOS	100-53-55420-340-000	249.00
07/09/2021	192289	CAPITAL ONE	613594-0624	06/24/2021	REC-MINI CAMP SUPPLIES	100-53-55300-340-075	18.76
Total 192289:							393.27
<b>192290</b>							
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	MAYOR-101 S BLVD PHONE	100-10-51410-220-000	15.72
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	FINANCE-101 S BLVD PHONE	100-11-51500-220-000	31.44
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	POLICE-101 S BLVD PHONE	100-20-52110-220-000	267.22
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	FIRE-101 SOUTH BLVD PHONE	100-21-52200-220-000	55.02
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	BLDG INSP-101 S BLVD PHONE	100-22-52400-220-000	11.79
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	PUBLIC WORKS-101 S BLVD PH	100-31-53230-220-000	55.02
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	PARKS-101 S BLVD PHONE	100-52-55200-220-000	39.30
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	ATTORNEY-101 S BLVD PHONE	100-13-51300-220-000	15.72
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	FIRE -101 S BLVD PHONE	100-21-51610-220-000	11.05
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	ENGINEER-101 S BLVD PHONE	100-30-53100-220-000	31.44
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	RECREATION-101 S BLVD PHO	100-53-55300-220-000	19.65
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	ADMIN-101 S BLVD PHONE	100-14-51400-220-000	23.58
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	CDA-101 S BLVD PHONE	100-00-15980-000	39.30
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	WATER-101 S BLVD PHONE	100-00-15640-000	35.37
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	SEWER-101 S BLVD PHONE	100-00-15610-000	51.09
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	ASSESSOR-101 S BLVD PHONE	100-11-51530-220-000	11.79
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	TREASURER-101 S BLVD PHON	100-11-51520-220-000	23.58
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	AMBULANCE -NETWORK PHON	100-00-15620-000	43.23
07/09/2021	192290	CENTURYLINK	301217856-0	06/17/2021	PS/ADMIN- 101 S BLVD	100-11-51640-220-000	121.64
07/09/2021	192290	CENTURYLINK	301217859-6	06/17/2021	CC-PHONE	100-52-55130-220-000	93.38
07/09/2021	192290	CENTURYLINK	301217859-6	06/17/2021	POOL-PHONE	100-53-55420-220-000	65.89
07/09/2021	192290	CENTURYLINK	301217859-6	06/17/2021	ZOO-PHONE	100-52-55410-220-000	13.74
07/09/2021	192290	CENTURYLINK	301300963-0	06/17/2021	AIR-JUNE 2021 PHONE	630-35-53510-220-000	64.33
Total 192290:							1,140.29
<b>192291</b>							
07/09/2021	192291	CINTAS CORPORATION	4087822067	06/22/2021	CITY-MATS	100-11-51640-260-000	20.50
07/09/2021	192291	CINTAS CORPORATION	4087822124	06/22/2021	PW-MOP FRAME; SHOP TOWEL	100-31-53270-340-000	157.82
07/09/2021	192291	CINTAS CORPORATION	4088468064	06/29/2021	PW-SCRAPER MAT; GRAY MATS	100-31-53270-340-000	72.82
07/09/2021	192291	CINTAS CORPORATION	4088468073	06/29/2021	CITY-MATS	100-11-51640-260-000	20.50
07/09/2021	192291	CINTAS CORPORATION	4088625933	06/30/2021	FD - RUGS	100-21-51610-260-000	57.20
07/09/2021	192291	CINTAS CORPORATION	5065920082	06/16/2021	PW-CABINET ORGANIZED	100-31-53270-340-000	34.65
Total 192291:							363.49
<b>192292</b>							
07/09/2021	192292	CITY TREASURER - WAT	95-0050-063	06/30/2021	95-0050 PIERCE PARK HOCKEY	100-52-55200-221-000	224.78
07/09/2021	192292	CITY TREASURER - WAT	CITY-063021	06/30/2021	94-2125 QTR WATER & SEWER	100-11-51640-221-000	391.40
07/09/2021	192292	CITY TREASURER - WAT	CITY-063021	06/30/2021	94-2125 QTR STORMWATER BIL	100-11-51640-226-000	369.30
07/09/2021	192292	CITY TREASURER - WAT	CITY-063021	06/30/2021	94-2125 QTR STREET LIGHT BIL	100-11-51640-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	CITY-063021	06/30/2021	99-0378 QTR LAND-SALE-STOR	460-10-56800-226-000	12.31
07/09/2021	192292	CITY TREASURER - WAT	CITY-063021	06/30/2021	99-TIF8SW QTR TIF 8 STORMW	380-10-56600-226-000	224.54
07/09/2021	192292	CITY TREASURER - WAT	CITY-063021	06/30/2021	99-TIF8SL QTR- TIF 8 STREET L	380-10-56600-227-000	29.28
07/09/2021	192292	CITY TREASURER - WAT	FIRE-063021	06/30/2021	51-0010 QTR-135 4TH ST WATE	100-21-51610-221-000	230.91

CITY OF BARABOO

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Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
07/09/2021	192292	CITY TREASURER - WAT	FIRE-063021	06/30/2021	51-0010,99-00396 QTR-135 4TH	100-21-51610-226-000	211.73
07/09/2021	192292	CITY TREASURER - WAT	FIRE-063021	06/30/2021	51-0010,99-00396 QTR-135 4TH	100-21-51610-227-000	29.28
07/09/2021	192292	CITY TREASURER - WAT	FIRE-063021	06/30/2021	51-0020 QTR-FIRE DEPT WATE	100-21-52200-221-000	66.10
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	51-0670 124 2ND ST-CIVIC CEN	100-52-55130-221-000	383.90
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	51-0670 124 2ND ST-CIVIC CEN	100-52-55130-226-000	421.00
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	51-0670 124 2ND ST-CIVIC CEN	100-52-55130-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	99-0000 PARKS LAND STORMW	100-52-55200-226-000	1,430.44
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	99-0000 PARKS LAND STREET L	100-52-55200-227-000	131.76
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	72-1310 SOUTH BLVD SWIMMIN	100-53-55420-221-000	1,654.01
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	72-1310 SOUTH BLVD SWIMMIN	100-53-55420-226-000	664.74
07/09/2021	192292	CITY TREASURER - WAT	PARKS1-063	06/30/2021	72-1310 SOUTH BLVD SWIMMIN	100-53-55420-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	60-0660 ZOO LANE OCHSNER P	100-52-55410-221-000	991.02
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	60-0660 ZOO LANE OCHSNER P	100-52-55410-226-000	236.35
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	60-0660 ZOO LANE OCHSNER P	100-52-55410-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	60-0810 903 PARK ST OCHSNE	100-52-55410-221-000	764.47
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	60-0650 731 RIDGE ST WATER	100-52-55200-221-000	120.69
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	62-0600 639 2ND AVE ATH FIEL	100-52-55200-221-000	425.50
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	62-0600 639 2ND AVE ATH FIEL	100-52-55200-226-000	51.70
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	62-0600 639 2ND AVE ATH FIEL	100-52-55200-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	62-0980 217 1ST AVE/ZANTOW	100-52-55200-221-000	96.02
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	67-1005 LANGER SHELTER WAT	100-52-55200-221-000	48.43
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	87-0115 CITY VIEW PARK WATE	100-52-55200-221-000	18.22
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	87-0115 CITY VIEW PARK STOR	100-52-55200-226-000	31.06
07/09/2021	192292	CITY TREASURER - WAT	PARKS2-063	06/30/2021	87-0115 CITY VIEW PARK STRE	100-52-55200-227-000	6.60
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	78-0976 MILL RACE SHELTER W	100-52-55200-221-000	81.80
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	78-0976 MILL RACE SHELTER/D	100-52-55200-226-000	183.42
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	78-0976 MILL RACE SHELTER S	100-52-55200-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	92-0990 STEINHORST PARK WA	100-52-55200-221-000	209.31
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	92-0990 STEINHORST PARK ST	100-52-55200-226-000	125.56
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	92-0990 STEINHORST PARK ST	100-52-55200-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	92-0991 STEINHORST- SOCCER	100-52-55200-221-000	151.45
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	94-1260 ATTRIDGE PARK COMM	100-52-55200-221-000	62.27
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	95-0040 1100 WALNUT ST PIER	100-52-55200-221-000	324.80
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	95-0040 1100 WALNUT ST PIER	100-52-55200-226-000	777.99
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	95-0040 1100 WALNUT ST PIER	100-52-55200-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PARKS3-063	06/30/2021	95-0070 PIERCE PARK FIELD 4	100-52-55200-221-000	251.41
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	99-PRKGLT QTR PARKING LOT	100-31-53450-226-000	494.14
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	99-PRKGLT QTR-PARKING LOT	100-31-53450-227-000	175.68
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	64-0940 QTR-450 ROUNDHOU	100-31-53270-221-000	923.52
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	64-0940 QTR-450 ROUNDHOU	100-31-53270-226-000	1,543.67
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	64-0940 QTR-450 ROUNDHOU	100-31-53270-227-000	14.64
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	64-0990 QTR-BRIAR STREET S	100-31-51630-221-000	17.63
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	64-0990 QTR-BRIAR STREET S	100-31-51630-226-000	2,145.64
07/09/2021	192292	CITY TREASURER - WAT	PW-063021	06/30/2021	64-0990 QTR-BRIAR STREET S	100-31-51630-227-000	14.64
Total 192292:							16,880.23
<b>192293</b>							
07/09/2021	192293	CLANCY SYSTEMS	BW2105	06/21/2021	PD- MAY SUPPORT FEES	100-20-52110-270-000	866.75
Total 192293:							866.75
<b>192294</b>							
07/09/2021	192294	CORE & MAIN LP	P005591	06/04/2021	POOL-REPAIR STEEL	100-53-55420-250-000	104.00



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Total 192294:							104.00
<b>192295</b>							
07/09/2021	192295	COUNTRY PLUMBER INC	729288	06/30/2021	PK-LOWER OCHSNER PORTAP	870-52-55200-300-000	125.00
Total 192295:							125.00
<b>192296</b>							
07/09/2021	192296	COUNTY MATERIALS CO	3592635-00	06/08/2021	PK-STATZ PARK PIPE INSTALL	100-52-55200-280-000	731.60
Total 192296:							731.60
<b>192297</b>							
07/09/2021	192297	CT LABORATORIES LLC	162971	06/21/2021	ZOO-POND WATER TESTING	100-52-55410-280-000	170.00
Total 192297:							170.00
<b>192298</b>							
07/09/2021	192298	D.L. GASSER CONSTRU	5000024278	06/14/2021	PW-7.48 TON COLD MIX	100-31-53300-379-000	463.76
Total 192298:							463.76
<b>192299</b>							
07/09/2021	192299	DETECTACHEM	INV04305	06/18/2021	PD- DRUG TEST KITS	100-20-52120-340-000	113.60
Total 192299:							113.60
<b>192300</b>							
07/09/2021	192300	DNR PROCESSING CENT	2021-6659G	07/02/2021	FD - BOAT REGISTRATION	100-21-52200-270-000	25.75
Total 192300:							25.75
<b>192301</b>							
07/09/2021	192301	FARRELL EQUIPMENT &	1179846	06/16/2021	PW-ROUND END BULL FLOAT K	100-31-53300-340-000	279.99
Total 192301:							279.99
<b>192302</b>							
07/09/2021	192302	FASTENAL COMPANY	WIBAR22840	06/07/2021	PW-DRIVERS GLOVE; JOBBER	100-31-53240-350-000	233.71
07/09/2021	192302	FASTENAL COMPANY	WIBAR22840	06/07/2021	PW-DRIVERS GLOVE	100-31-53230-340-000	93.21
07/09/2021	192302	FASTENAL COMPANY	WIBAR22853	06/11/2021	PW-ELBOW 90; MALE CONNEC	100-31-53240-350-000	174.86
07/09/2021	192302	FASTENAL COMPANY	WIBAR22856	06/14/2021	PW-BRASS DOT UNION	100-31-53240-350-000	28.73
07/09/2021	192302	FASTENAL COMPANY	WIBAR22861	06/16/2021	PW-QS CONSTRUCTION ADHE	100-31-53300-340-000	55.50
07/09/2021	192302	FASTENAL COMPANY	WIBAR22870	06/21/2021	PW-RESPIRATORS	100-31-53270-319-000	10.52
07/09/2021	192302	FASTENAL COMPANY	WIBAR22870	06/21/2021	PW-NUTS & BOLTS	100-31-53240-350-000	14.51
07/09/2021	192302	FASTENAL COMPANY	WIBAR22882	06/24/2021	POOL-PLUMBING PARTS	100-53-55420-250-000	65.43
Total 192302:							676.47
<b>192303</b>							
07/09/2021	192303	GERBER LEISURE PROD	8047	06/24/2021	PK-GADDAS BENCH DONATION	870-52-55200-861-000	1,295.00
Total 192303:							1,295.00



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<b>192304</b>							
07/09/2021	192304	GILMAN, TONY	070621	07/06/2021	PW-MILEAGE REIMBURSEMEN	100-31-53230-330-000	604.24
Total 192304:							604.24
<b>192305</b>							
07/09/2021	192305	GOODALL, DANIELLE	14477	06/15/2021	PK-SHELTER CANCELLATION R	100-52-46720-000	50.00
Total 192305:							50.00
<b>192306</b>							
07/09/2021	192306	H2O Control LLC	055292021	06/30/2021	PARKS-IRRIGATION REPAIRS	100-52-55200-280-000	462.69
Total 192306:							462.69
<b>192307</b>							
07/09/2021	192307	HOHLS FARM SUPPLY IN	81744	07/01/2021	PK-MAXWELL-POTTER CONSE	100-52-55200-280-000	76.50
Total 192307:							76.50
<b>192308</b>							
07/09/2021	192308	HUB CHEMICAL CO INC	6359	06/23/2021	ZOO-DISINFECTANT	100-52-55410-340-000	170.00
Total 192308:							170.00
<b>192309</b>							
07/09/2021	192309	INSIGHT FS	50020870	06/21/2021	PARKS-CUTRINE DEPPE POND	100-52-55200-345-000	237.25
07/09/2021	192309	INSIGHT FS	50020871	06/21/2021	PARKS-PESTICIDE	100-52-55200-345-000	36.80
Total 192309:							274.05
<b>192310</b>							
07/09/2021	192310	JEFFERSON FIRE & SAF	IN130573	06/22/2021	FD - NEW BADGES (4)	100-21-52200-346-000	257.07
07/09/2021	192310	JEFFERSON FIRE & SAF	IN130805	06/30/2021	FD - NEW BADGES (4)	100-21-52200-346-000	268.62
07/09/2021	192310	JEFFERSON FIRE & SAF	IN130828	07/01/2021	FD - PORTABLE TANK T-9	100-21-52200-392-000	897.00
07/09/2021	192310	JEFFERSON FIRE & SAF	IN130828	07/01/2021	FD - SHIPPING FOR PORTABLE	100-21-52200-392-000	430.70
Total 192310:							1,853.39
<b>192311</b>							
07/09/2021	192311	JOHN DEERE FINANCIAL	14808-06252	06/25/2021	AIR-LANDPRIDE LAWN MOWER	630-35-53510-250-000	397.55
07/09/2021	192311	JOHN DEERE FINANCIAL	14808-06252	06/25/2021	AIR-GAS & OIL PURCHASES JU	630-35-53510-348-000	467.16
07/09/2021	192311	JOHN DEERE FINANCIAL	27469-06202	06/20/2021	AIR-FUEL CREDIT REPAYMENT-	630-35-53510-348-000	7.98
Total 192311:							872.69
<b>192312</b>							
07/09/2021	192312	KAYSER FORD	MC6704	06/22/2021	PD-2021 FORD EXPEDITION (N	100-20-52110-810-000	38,565.50
Total 192312:							38,565.50
<b>192313</b>							
07/09/2021	192313	KIEFER AQUATICS	INV0010846	06/23/2021	POOL-UNIFORM SUIT	100-53-55420-346-000	34.25
07/09/2021	192313	KIEFER AQUATICS	INV0010846	06/23/2021	POOL-LIFEGUARD SUPPLY	100-53-55420-340-000	21.75

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Total 192313:							56.00
<b>192314</b>							
07/09/2021	192314	LABROSCIAN, RYAN	REIMB238-0	06/28/2021	PD- LENSRAFTERS GLASSES	100-20-52110-346-000	100.00
Total 192314:							100.00
<b>192315</b>							
07/09/2021	192315	LANDS END BUSINESS O	SCR1156554	02/24/2021	PD- CROMWELL UNIFORM SHI	100-20-52130-346-000	217.79-
07/09/2021	192315	LANDS END BUSINESS O	SCR1156554	02/24/2021	PD-CROMWELL REFUND CHEC	100-20-52130-346-000	53.04
07/09/2021	192315	LANDS END BUSINESS O	SIN9062413	03/22/2021	PD- WIESE UNIFORM SHIRTS	100-20-52130-346-000	164.75
07/09/2021	192315	LANDS END BUSINESS O	SIN9278045	06/18/2021	CLK-UNIFORMS-MEEKER	100-11-51500-346-000	20.95
07/09/2021	192315	LANDS END BUSINESS O	SIN9278045	06/18/2021	CLK-UNIFORMS-ATKINSON	100-11-51500-346-000	49.90
07/09/2021	192315	LANDS END BUSINESS O	SIN9278045	06/18/2021	CLK-UNIFORMS-LAUX	100-11-51500-346-000	35.95
07/09/2021	192315	LANDS END BUSINESS O	SIN9278045	06/18/2021	CLK-UNIFORMS-ZEMAN	100-11-51500-346-000	71.90
07/09/2021	192315	LANDS END BUSINESS O	SIN9278045	06/18/2021	CLK-UNIFORMS-GRIGGEL	100-14-51400-346-000	99.90
Total 192315:							278.60
<b>192316</b>							
07/09/2021	192316	LAUNDRY SYSTEMS OF	1053	06/21/2021	FD - LAUNDRY SOAP FOR EXT	100-21-52200-340-000	99.47
Total 192316:							99.47
<b>192317</b>							
07/09/2021	192317	LODI VETERINARY HOSP	117660-0701	07/01/2021	ZOO- DONKEY FECAL	100-52-55410-211-000	32.40
07/09/2021	192317	LODI VETERINARY HOSP	117660-0701	07/01/2021	ZOO- TORTOISE FECAL	100-52-55410-211-000	17.00
07/09/2021	192317	LODI VETERINARY HOSP	117660-0701	07/01/2021	ZOO-FOX CRUCIATE SURGERY	100-52-55410-211-000	1,694.11
Total 192317:							1,743.51
<b>192318</b>							
07/09/2021	192318	M&M ICE SERVICE	84057	07/03/2021	FD - ICE	100-21-52200-340-000	30.00
Total 192318:							30.00
<b>192319</b>							
07/09/2021	192319	MADISON TRUCK EQUIP	19586	06/18/2021	PK-TOMMY LIFT FOR ZOO TRU	100-52-55200-810-000	2,756.00
Total 192319:							2,756.00
<b>192320</b>							
07/09/2021	192320	MAILBOXES PACK N SHI	74283	06/07/2021	FD - SHIP AIR SAMPLE LAWRE	100-21-52200-343-000	17.77
07/09/2021	192320	MAILBOXES PACK N SHI	74419	06/14/2021	PK-RETURN PARTS SB CONTR	100-52-55200-343-000	18.60
Total 192320:							36.37
<b>192321</b>							
07/09/2021	192321	MCFARLANES INC	589248	06/17/2021	ZOO-LLAMA FEED	100-52-55410-342-000	59.97
Total 192321:							59.97
<b>192322</b>							
07/09/2021	192322	MID-STATE EQUIPMENT I	K08362	06/23/2021	PW-#28 & #27 FILTERS; HYD FA	100-31-53240-350-000	427.48
07/09/2021	192322	MID-STATE EQUIPMENT I	K08425	06/24/2021	PW-#28 & #27 FUEL FILTERS; H	100-31-53240-350-000	37.54

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Total 192322:							465.02
<b>192323</b>							
07/09/2021	192323	MIDWEST POOL SUPPLY	93313	06/23/2021	POOL-CHEMICALS	100-53-55420-345-000	1,128.75
07/09/2021	192323	MIDWEST POOL SUPPLY	93550	06/25/2021	POOL-SULPHIC ACID	100-53-55420-345-000	375.00
Total 192323:							1,503.75
<b>192324</b>							
07/09/2021	192324	MINUTEMAN PRESS-BAR	45279	06/18/2021	PD- HELMS BUSINESS CARDS	100-20-52130-310-000	38.88
07/09/2021	192324	MINUTEMAN PRESS-BAR	45355	06/30/2021	REC-DAUM BUSINESS CARDS	100-53-55300-310-000	38.88
07/09/2021	192324	MINUTEMAN PRESS-BAR	45377	07/05/2021	FD - RECRUITMENT CARDS	100-21-52200-310-000	53.37
07/09/2021	192324	MINUTEMAN PRESS-BAR	45377	07/05/2021	FD - RETIREMENT PHOTO	100-21-52200-390-000	9.05
Total 192324:							140.18
<b>192325</b>							
07/09/2021	192325	MITTELSTAEDT SPORTS	105238	06/29/2021	FD - SPRINGS FOR PARKING B	100-21-52200-240-000	37.98
Total 192325:							37.98
<b>192326</b>							
07/09/2021	192326	MONROE TRUCK EQUIP	5454830	04/08/2021	PW-#17 TARP	100-31-53240-350-000	1,595.00
Total 192326:							1,595.00
<b>192327</b>							
07/09/2021	192327	MSA PROFESSIONAL SE	350330-51	06/17/2021	ENG- JUNE 2021 ANNUAL LAND	100-31-53630-215-000	3,314.64
07/09/2021	192327	MSA PROFESSIONAL SE	351330-2	06/25/2021	ENG-TID 12 WETLAND DELINE	312-10-56600-215-000	5,353.49
Total 192327:							8,668.13
<b>192328</b>							
07/09/2021	192328	NAPA AUTO PARTS	410313	03/31/2021	PW-#85 PLUG	100-31-53620-350-000	23.45
07/09/2021	192328	NAPA AUTO PARTS	417895	06/15/2021	PK-UTILITY VEHICLE BATTERY	100-52-55200-250-000	133.01
07/09/2021	192328	NAPA AUTO PARTS	417963	06/16/2021	PW-#53 NAPA CABIN AIR FILTE	950-36-81000-350-000	8.38
07/09/2021	192328	NAPA AUTO PARTS	418083	06/16/2021	PK-MOWER BELT	100-52-55200-250-000	10.82
07/09/2021	192328	NAPA AUTO PARTS	418272	06/18/2021	PW-PARKS GRAY (W/O 5600230	100-31-53240-350-000	31.90
07/09/2021	192328	NAPA AUTO PARTS	418983	06/25/2021	PW-PARKS RANGER OIL, AIR FI	100-31-53240-350-000	8.46
07/09/2021	192328	NAPA AUTO PARTS	419121	06/28/2021	PW-FIRE DEPT B5 (W/O B50062	100-31-53240-350-000	4.22
07/09/2021	192328	NAPA AUTO PARTS	419143	06/28/2021	PW-FIRE DEPT BRUSH 5 FITLE	100-31-53240-350-000	10.51
07/09/2021	192328	NAPA AUTO PARTS	419383	06/30/2021	PW-OIL FILTER; SPARK PLUG FI	100-31-53240-350-000	7.99
07/09/2021	192328	NAPA AUTO PARTS	419507	07/01/2021	PW-FIRE DEPT T9 FUEL, AIR FIL	100-31-53240-350-000	44.59
07/09/2021	192328	NAPA AUTO PARTS	419526	07/01/2021	PW-FIRE DEPT T #9 OIL FILTER	100-31-53240-350-000	18.00
07/09/2021	192328	NAPA AUTO PARTS	419894	07/06/2021	PW-HOSE FITTINGS (W/O 83070	100-31-53635-350-000	18.40
07/09/2021	192328	NAPA AUTO PARTS	598839	06/30/2021	PW-AIR FILTER; ATV/UTV OIL (	100-31-53240-350-000	39.14
Total 192328:							358.87
<b>192329</b>							
07/09/2021	192329	NFPA INTERNATIONAL	7975842Y	06/08/2021	FD - MEMBERSHIP FEES	100-21-52200-320-000	175.00
Total 192329:							175.00

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<b>192330</b>							
07/09/2021	192330	OAKESON, ERIK	REIMB211-0	07/06/2021	PD- GALLS ERT PANTS, STRIKE	100-20-52120-346-000	101.17
Total 192330:							101.17
<b>192331</b>							
07/09/2021	192331	OFFICE DEPOT INC	1778334410	06/08/2021	PD-FAX PAPER FOR SQUAD PR	100-20-52130-310-000	143.96
Total 192331:							143.96
<b>192332</b>							
07/09/2021	192332	OREILLY AUTO PARTS/FI	2366-103854	06/15/2021	PW-THREAD SEAL SHOP SUPP	100-31-53240-350-000	13.49
07/09/2021	192332	OREILLY AUTO PARTS/FI	2366-104069	06/17/2021	PW-FREON #54 STOCK	950-36-81000-350-000	71.88
07/09/2021	192332	OREILLY AUTO PARTS/FI	2366-105583	07/02/2021	PW-10 OZ PROTECT; 22 OZ FO	100-31-53240-350-000	19.96
Total 192332:							105.33
<b>192333</b>							
07/09/2021	192333	PIERCES EXPRESS MAR	08060-06302	06/30/2021	ZOO-ANIMAL FOOD	100-52-55410-342-000	45.22
Total 192333:							45.22
<b>192334</b>							
07/09/2021	192334	POINTON COMMUNICATI	24345	01/11/2021	FD-BELT CLIP FOR G-1 PAGER	100-21-52200-350-000	7.95
07/09/2021	192334	POINTON COMMUNICATI	24477	06/24/2021	FD - BELT CLIP FOR G-1 PAGER	100-21-52200-350-000	7.95
Total 192334:							15.90
<b>192335</b>							
07/09/2021	192335	POINTON HEATING & AIR	188590	06/16/2021	CC-A/C UNIT REPAIRS	100-52-55130-260-000	175.00
07/09/2021	192335	POINTON HEATING & AIR	188652	06/21/2021	PS/ADMIN-A/C COMPRESSOR F	100-11-51640-260-000	2,326.50
Total 192335:							2,501.50
<b>192336</b>							
07/09/2021	192336	QUAL LINE FENCE CORP	1128486	06/21/2021	ZOO-GATE REPAIRS	100-52-55410-280-000	171.00
Total 192336:							171.00
<b>192337</b>							
07/09/2021	192337	QUILL CORPORATION	17338796	06/10/2021	POOL-LAMINATOR POUCHES	100-53-55420-340-000	74.04
07/09/2021	192337	QUILL CORPORATION	17517259	06/18/2021	CC-OFFICE SUPPLIES	100-52-55130-310-000	109.58
07/09/2021	192337	QUILL CORPORATION	17631057	06/24/2021	REC-RECORDABLE CDS	100-53-55300-340-160	24.69
07/09/2021	192337	QUILL CORPORATION	17644408	06/24/2021	POOL-LAMINATION SHEETS	100-53-55420-340-000	71.24
07/09/2021	192337	QUILL CORPORATION	17685037	06/28/2021	PK-ENVELOPES	100-52-55200-310-000	135.88
07/09/2021	192337	QUILL CORPORATION	17700964	06/28/2021	PK-TOILET PAPER	100-52-55200-340-000	214.50
Total 192337:							629.93
<b>192338</b>							
07/09/2021	192338	RAY O'HERRON CO. INC.	2121981-IN	06/17/2021	PD- CHIEF COMMENDATION A	100-20-52110-340-000	78.31
Total 192338:							78.31
<b>192339</b>							
07/09/2021	192339	REEDSBURG UTILITY CO	26578-06202	06/20/2021	CITY-MAY 2021 INTERNET	100-10-51450-250-000	337.55

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Total 192339:							337.55
<b>192340</b>							
07/09/2021	192340	RELX INC. DBA LEXISNE	3093345363	06/30/2021	ATTY- JUNE 2021 SUBSCRIPTIO	100-13-51300-320-000	175.00
Total 192340:							175.00
<b>192341</b>							
07/09/2021	192341	RENNERTS FIRE EQUIP	43753	06/16/2021	FD - NEW BATTERY CHARGE &	100-21-52200-240-000	940.55
Total 192341:							940.55
<b>192342</b>							
07/09/2021	192342	RICOH USA INC	5062202573	06/13/2021	CITY-MAY 2021 COPIES	100-11-51500-250-000	267.28
Total 192342:							267.28
<b>192343</b>							
07/09/2021	192343	ROBINSON BROTHERS	3254	06/30/2021	PW-CRUSHING CONTRACT (7,0	100-00-16140-000	34,528.56
Total 192343:							34,528.56
<b>192344</b>							
07/09/2021	192344	SCHULTZ SMALL ENGINE	18638	06/30/2021	FD - HUSQVARNA BATTERIES (	100-21-52200-250-000	398.00
Total 192344:							398.00
<b>192345</b>							
07/09/2021	192345	SECURIAN FINANCIAL G	002832L-082	07/07/2021	LIFE INSURANCE - AUG 2021	100-00-21533-000	2,163.50
Total 192345:							2,163.50
<b>192346</b>							
07/09/2021	192346	SHERWIN-WILLIAMS CO	5841-7	06/10/2021	CC-ROOM 10 PAINT	100-52-55130-350-000	127.18
07/09/2021	192346	SHERWIN-WILLIAMS CO	6061-1	06/16/2021	CC-PAINT	100-52-55130-350-000	47.38
07/09/2021	192346	SHERWIN-WILLIAMS CO	8851-2	06/11/2021	PW-WHITE PAINT	100-31-53300-368-000	1,287.30
07/09/2021	192346	SHERWIN-WILLIAMS CO	8905-6	06/15/2021	PK-SHELTER DOOR PAINT	100-52-55200-350-000	50.83
07/09/2021	192346	SHERWIN-WILLIAMS CO	8934-6	06/16/2021	PW-5 GAL WHITE PAINT	100-31-53300-368-000	611.60
07/09/2021	192346	SHERWIN-WILLIAMS CO	9767-2	06/18/2021	PW-5 GAL BLUE PAINT	100-31-53300-368-000	259.90
Total 192346:							2,384.19
<b>192347</b>							
07/09/2021	192347	SSM HEALTHCARE OF W	2617146	05/31/2021	FD - ENTRY LEVEL PHYSICAL T	100-21-52200-270-000	439.00
07/09/2021	192347	SSM HEALTHCARE OF W	2617146	05/31/2021	FD-MRO 3/31/21	100-21-52200-270-000	27.00
Total 192347:							466.00
<b>192348</b>							
07/09/2021	192348	SULLIVANS TWO UNLIMI	149383	06/21/2021	PD- SQUAD 54 OIL CHANGE	100-20-52110-240-000	37.83
07/09/2021	192348	SULLIVANS TWO UNLIMI	149384	06/22/2021	PD- SQUAD 46 OIL CHANGE	100-20-52110-240-000	37.83
07/09/2021	192348	SULLIVANS TWO UNLIMI	149565	07/01/2021	PD- SQUAD 47 WHEEL ALIGNM	100-20-52110-240-000	133.95
Total 192348:							209.61

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<b>192349</b>							
07/09/2021	192349	SUPREME AWARDS	049923	07/02/2021	FD - ENGRAVING, NAME TAGS,	100-21-52200-340-000	202.30
Total 192349:							202.30
<b>192350</b>							
07/09/2021	192350	TASC	IN2017671	04/30/2021	FIN-FSA-ADMIN FEES	100-11-51500-136-000	5.31
07/09/2021	192350	TASC	IN2017671	04/30/2021	CLK-FSA-ADMIN FEES	100-11-51420-136-000	5.31
07/09/2021	192350	TASC	IN2017671	04/30/2021	PD-FSA-ADMIN FEES	100-20-52110-136-000	31.86
07/09/2021	192350	TASC	IN2017671	04/30/2021	PD-FSA-ADMIN FEES	100-20-52120-136-000	5.31
07/09/2021	192350	TASC	IN2017671	04/30/2021	PW-FSA-ADMIN FEES	100-31-53230-136-000	31.86
07/09/2021	192350	TASC	IN2017671	04/30/2021	ADMIN-FSA-ADMIN FEES	100-14-51400-136-000	5.31
07/09/2021	192350	TASC	IN2017671	04/30/2021	ENG-FSA-ADMIN FEES	100-30-53100-136-000	5.31
07/09/2021	192350	TASC	IN2017671	04/30/2021	PK-FSA-ADMIN FEES	100-52-55200-136-000	15.93
07/09/2021	192350	TASC	IN2017671	04/30/2021	LIB-FSA-ADMIN FEES	100-51-55110-136-000	21.24
07/09/2021	192350	TASC	IN2017671	04/30/2021	SEWER-FSA-ADMIN FEES	100-00-15610-000	1.33
07/09/2021	192350	TASC	IN2017671	04/30/2021	WATER-FSA-ADMIN FEES	100-00-15640-000	14.60
07/09/2021	192350	TASC	IN2017671	04/30/2021	CLK-FSA-ADMIN FEES	100-11-51420-136-000	5.31-
07/09/2021	192350	TASC	IN2017671	04/30/2021	FIN-FSA ADMIN FEES	100-11-51500-136-000	5.31-
07/09/2021	192350	TASC	IN2017671	04/30/2021	ADMIN-FSA-ADMIN FEES	100-14-51400-136-000	5.31-
07/09/2021	192350	TASC	IN2017671	04/30/2021	PD-FSA-ADMIN FEES	100-20-52110-136-000	26.55-
07/09/2021	192350	TASC	IN2017671	04/30/2021	PD-FSA-ADMIN FEES	100-20-52120-136-000	5.31-
07/09/2021	192350	TASC	IN2017671	04/30/2021	ENG-FSA-ADMIN FEES	100-30-53100-136-000	5.31-
07/09/2021	192350	TASC	IN2017671	04/30/2021	PW-FSA-ADMIN FEES	100-31-53230-136-000	31.86-
07/09/2021	192350	TASC	IN2017671	04/30/2021	LIB-FSA-ADMIN FEES	100-51-55110-136-000	21.24-
07/09/2021	192350	TASC	IN2017671	04/30/2021	PK-FSA-ADMIN FEES	100-52-55200-136-000	15.93-
07/09/2021	192350	TASC	IN2017671	04/30/2021	SEWER-FSA-ADMIN FEES	100-00-15610-000	1.33-
07/09/2021	192350	TASC	IN2017671	04/30/2021	WATER-FSA-ADMIN FEES	100-00-15640-000	14.60-
07/09/2021	192350	TASC	IN2045102	06/17/2021	FIN-FSA-ADMIN FEES	100-11-51500-136-000	5.31
07/09/2021	192350	TASC	IN2045102	06/17/2021	CLK-FSA-ADMIN FEES	100-11-51420-136-000	5.31
07/09/2021	192350	TASC	IN2045102	06/17/2021	PD-FSA-ADMIN FEES	100-20-52110-136-000	31.86
07/09/2021	192350	TASC	IN2045102	06/17/2021	PD-FSA-ADMIN FEES	100-20-52120-136-000	5.31
07/09/2021	192350	TASC	IN2045102	06/17/2021	PW-FSA-ADMIN FEES	100-31-53230-136-000	31.86
07/09/2021	192350	TASC	IN2045102	06/17/2021	ADMIN-FSA-ADMIN FEES	100-14-51400-136-000	5.31
07/09/2021	192350	TASC	IN2045102	06/17/2021	ENG-FSA-ADMIN FEES	100-30-53100-136-000	5.31
07/09/2021	192350	TASC	IN2045102	06/17/2021	PK-FSA-ADMIN FEES	100-52-55200-136-000	15.93
07/09/2021	192350	TASC	IN2045102	06/17/2021	LIB-FSA-ADMIN FEES	100-51-55110-136-000	21.24
07/09/2021	192350	TASC	IN2045102	06/17/2021	SEWER-FSA-ADMIN FEES	100-00-15610-000	1.33
07/09/2021	192350	TASC	IN2045102	06/17/2021	WATER-FSA-ADMIN FEES	100-00-15640-000	14.60
Total 192350:							148.68
<b>192351</b>							
07/09/2021	192351	TERRYTOWN PLUMBING	155727	06/16/2021	POOL-REPAIR PIPES	100-53-55420-280-000	303.51
Total 192351:							303.51
<b>192352</b>							
07/09/2021	192352	TOP PACK DEFENSE	6374	06/16/2021	PD- MEYER PISTOL/HANDCUF	100-20-52110-346-000	115.20
07/09/2021	192352	TOP PACK DEFENSE	6424	06/25/2021	PD- GIESE UNIFORM PANTS, S	100-20-52110-346-000	544.92
07/09/2021	192352	TOP PACK DEFENSE	6425	06/25/2021	PD- GIESE HANDCUF HOLDER,	100-20-52110-392-000	439.00
07/09/2021	192352	TOP PACK DEFENSE	6425	06/25/2021	PD- GIESE NAME TAG, HANDC	100-20-52110-346-000	22.74
07/09/2021	192352	TOP PACK DEFENSE	6440	06/30/2021	PD- SONN DUTY BOOTS	100-20-52110-346-000	129.99
Total 192352:							1,251.85

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<b>192353</b>							
07/09/2021	192353	TRUCK COUNTRY OF WI	X201708000:	06/17/2021	PW-CONTROLS HEATER WAC A	100-31-53620-350-000	135.11
Total 192353:							135.11
<b>192354</b>							
07/09/2021	192354	TYLER TECHNOLOGIES I	060-112429	06/11/2021	FIN-2021 REVALUATION-ASSES	100-11-51530-215-000	8,944.45
07/09/2021	192354	TYLER TECHNOLOGIES I	060-112430	06/11/2021	FIN-2021 ASSESSMENT SERVIC	100-11-51530-215-000	9,213.60
Total 192354:							18,158.05
<b>192355</b>							
07/09/2021	192355	VONBRIESEN & ROPER	360054	06/30/2021	ATTY-DEVELOPMENT AGREEM	312-10-56600-215-000	3,033.00
Total 192355:							3,033.00
<b>192356</b>							
07/09/2021	192356	WASTEBUILT ENVIRONM	3577180	06/18/2021	PW-#83 BACKUP CAMERA	100-31-53635-350-000	258.61
Total 192356:							258.61
<b>192357</b>							
07/09/2021	192357	WEIRICH, GREG	062521	06/25/2021	POOL-PLATE FOR BUBBLER	100-53-55420-280-000	35.00
Total 192357:							35.00
<b>192358</b>							
07/09/2021	192358	WIS DEPT OF ADMINIST	505-0000037	05/01/2019	PD- MARCH 2019 DET SGT TES	100-20-52110-215-000	350.00
Total 192358:							350.00
<b>7002480</b>							
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	002634-0701	07/01/2021	AIR-SERVICE AREA LIGHTING S	630-35-53510-222-000	13.98
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	003123-0610	06/10/2021	PK-SHELTER HEAT LANGER	100-52-55200-223-000	15.65
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	003123-0610	06/10/2021	PK-SHELTER ELECTRIC	100-52-55200-222-000	942.83
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	015803-0629	06/29/2021	PW-TRAFFIC SIGNALS & CROS	100-31-53300-222-000	198.51
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	086392-0629	06/29/2021	PW-HISTORIC STREETLIGHTS	240-31-53420-222-000	1,428.00
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	281633-0629	06/29/2021	PW-UNMETERED STREETLIGH	240-31-53420-222-000	8,343.11
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	671025-0614	06/14/2021	PW-CITY SRV CENT ELECTRIC	100-31-53270-222-000	1,445.96
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	671025-0614	06/14/2021	PW-CTIY SRV CENT HEAT	100-31-53270-223-000	132.70
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	8036644215-	06/29/2021	FD-ALMA WAITE JUNE 2021 EL	100-21-51610-222-000	204.51
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	8036644215-	06/29/2021	FD-ALMA WAITE JUNE 2021 GA	100-21-51610-223-000	22.23
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	861880-0702	07/02/2021	AIR-JUNE 2021 RUNWAY ELECT	630-35-53510-222-000	345.77
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	908384-0629	06/29/2021	PW-POTTER & BRIAR ELECT	100-31-51630-222-000	95.56
07/09/2021	7002480	ALLIANT ENERGY-ONLIN	908384-0629	06/29/2021	PW-BRIAR ST HEAT	100-31-51630-223-000	18.46
Total 7002480:							13,207.27
<b>7002481</b>							
07/09/2021	7002481	AMAZON.COM	1JCN-X36D-	07/01/2021	ADMIN-CALCULATOR-D GRIGG	100-14-51400-310-000	60.56
07/09/2021	7002481	AMAZON.COM	1JCN-X36D-	07/01/2021	CLK-PREPUNCHED PAPER-7 R	100-11-51440-340-000	46.83
07/09/2021	7002481	AMAZON.COM	1JCN-X36D-	07/01/2021	TREAS-PREPUNCHED PAPER-3	100-11-51500-340-000	20.01
07/09/2021	7002481	AMAZON.COM	1JCN-X36D-	07/01/2021	FIN-3 RING D-BINDERS	100-11-51500-310-000	55.60
07/09/2021	7002481	AMAZON.COM	1JCN-X36D-	07/01/2021	CLK-FILE FOLDER LABELS	100-11-51420-310-000	24.46
07/09/2021	7002481	AMAZON.COM	1JCN-X36D-	07/01/2021	PS/ADMIN- BANDAIDS	100-11-51640-340-000	9.98
07/09/2021	7002481	AMAZON.COM	1JCN-X36D-	07/01/2021	TREAS-LETTER TRAY ORGANIZ	100-11-51520-310-000	28.57



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07/09/2021	7002481	AMAZON.COM	1WPW-FFTK	07/01/2021	PD- AED PADS	100-20-52110-250-000	414.99
07/09/2021	7002481	AMAZON.COM	1WPW-FFTK	07/01/2021	PD- USB CORD FOR OLYMPUS	100-20-52110-340-000	7.79
Total 7002481:							668.79
<b>7002482</b>							
07/09/2021	7002482	BOARDMAN & CLARK LL	238106	06/21/2021	AIR-BOND REVIEW-FUEL PROJ	630-35-53510-215-000	96.00
07/09/2021	7002482	BOARDMAN & CLARK LL	238106	06/21/2021	FD-RESCUE TRAINING DOCUM	100-13-51300-215-000	528.00
07/09/2021	7002482	BOARDMAN & CLARK LL	238107	06/20/2021	ATTY-WALMART	100-13-51300-215-000	48.00
Total 7002482:							672.00
<b>7002483</b>							
07/09/2021	7002483	CAPITAL NEWSPAPERS	24202	11/03/2020	CLK- ORD 2563 & 2564	100-10-51100-210-000	14.02
07/09/2021	7002483	CAPITAL NEWSPAPERS	55126	06/01/2021	CLK-ORD 2572 & 2573	100-10-51100-210-000	9.19
07/09/2021	7002483	CAPITAL NEWSPAPERS	55152	06/01/2021	CLK-COUNCIL MINUTES 5/11/21	100-10-51100-210-000	9.19
07/09/2021	7002483	CAPITAL NEWSPAPERS	55496	06/07/2021	PLAN-PUB HEAR-D MITCHELL-	100-14-56300-210-000	21.48
07/09/2021	7002483	CAPITAL NEWSPAPERS	56750	06/16/2021	CLK-LIQUOR LIC-JOSE'S MEX B	100-11-51420-210-000	30.20
07/09/2021	7002483	CAPITAL NEWSPAPERS	56922	06/15/2021	CLK-ORD 2574	100-10-51100-210-000	11.53
07/09/2021	7002483	CAPITAL NEWSPAPERS	56957	06/17/2021	CLK-JOINT BOARD OF REVIEW	100-11-51530-210-000	19.73
07/09/2021	7002483	CAPITAL NEWSPAPERS	57416	06/17/2021	CLK-MAY 25, 2021 COUNCIL MI	100-10-51100-210-000	10.36
07/09/2021	7002483	CAPITAL NEWSPAPERS	65231	07/02/2021	FD - ADDS FOR VETERANS AN	100-21-52200-390-000	100.00
Total 7002483:							225.70
<b>7002484</b>							
07/09/2021	7002484	CROELL REDI-MIX INC	528044	06/11/2021	PK-CITYVIEW RESTROOM ENT	250-52-55200-822-000	1,755.50
07/09/2021	7002484	CROELL REDI-MIX INC	530977	06/18/2021	PK-CITYVIEW PARK CONCRET	250-52-55200-822-000	877.75
07/09/2021	7002484	CROELL REDI-MIX INC	536025	06/30/2021	PW - STORMWATER BASIN REP	950-36-83100-410-000	277.00
Total 7002484:							2,910.25
<b>7002485</b>							
07/09/2021	7002485	GORDON FLESCH	IN13359308	06/15/2021	FD - MAY COPIES	100-21-52200-310-000	117.71
Total 7002485:							117.71
<b>7002486</b>							
07/09/2021	7002486	HILLS WIRING INC	77340	04/21/2021	PK-SCOREBOARD ELECTRICAL	100-52-55200-280-000	65.26
Total 7002486:							65.26
<b>7002487</b>							
07/09/2021	7002487	MENARDS - BARABOO	66727-31900	06/07/2021	ZOO-LLAMA FENCE	100-52-55410-280-000	91.53
07/09/2021	7002487	MENARDS - BARABOO	66852-31900	06/09/2021	POOL-REPAIR PARTS	100-53-55420-350-000	8.75
07/09/2021	7002487	MENARDS - BARABOO	66909-31900	06/10/2021	PK-LUMBER	100-52-55200-350-000	65.56
07/09/2021	7002487	MENARDS - BARABOO	67017-31900	06/11/2021	PK-HAND SOAP	100-52-55200-340-000	14.98
07/09/2021	7002487	MENARDS - BARABOO	67025-31900	06/11/2021	ZOO-MEALWORMS	100-52-55410-342-000	25.98
07/09/2021	7002487	MENARDS - BARABOO	67025-31900	06/11/2021	ZOO-TARP AND SUPPLIES	100-52-55410-340-000	99.57
07/09/2021	7002487	MENARDS - BARABOO	67237-31900	06/15/2021	PK-PAINT SUPPLIES	100-52-55200-350-000	29.18
07/09/2021	7002487	MENARDS - BARABOO	67311-31900	06/16/2021	PK-REPAIR SUPPLIES	100-52-55200-350-000	9.66
07/09/2021	7002487	MENARDS - BARABOO	67325-31900	06/16/2021	AIR-MULCH,HOME DEFENSE	630-35-53510-350-000	117.23
07/09/2021	7002487	MENARDS - BARABOO	67481-31900	06/18/2021	POOL-REPAIR PARTS	100-53-55420-350-000	19.44
Total 7002487:							481.88

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<b>7002488</b>							
07/09/2021	7002488	PAUL CONWAY SHIELDS	0476638	06/22/2021	FD - HELMET FRONTS FOR PR	100-21-52200-346-000	153.38
Total 7002488:							153.38
Grand Totals:							218,462.54

FINANCE COMMITTEE APPROVAL:

\_\_\_\_\_  
 (Chairman)

\_\_\_\_\_  
 (Date)

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<b>17246</b>						
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-MANCHESTER SLUDGE	960-36-82710-222-000	38.76
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-8TH ST GRINDER PUMP	960-36-83200-222-000	36.26
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-WEST GARAGE	960-36-82100-222-000	30.51
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-MANCHESTER CONTROL	960-36-82100-222-000	13,472.30
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-MANCHESTER CONTROL	960-36-82710-222-000	1,010.92
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-POTTER ST LIFTSTATION	960-36-83200-222-000	62.04
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-HEADWORKS BLDG	960-36-82200-222-000	30.51
06/30/2021	ALLIANT ENERGY	S608212JUN	06/17/2021	SEWER-ST RD 33 LIFTSTATION	960-36-83200-222-000	144.00
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-MINE RD TOWER	970-37-66500-222-000	109.21
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 6-SAUK AVE	970-37-62300-222-000	2,312.60
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 6-SAUK AVE	970-37-66500-223-000	13.75
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-EAST ST TOWER	970-37-66500-222-000	31.87
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-BARNHART TOWER@COMM	970-37-66500-222-000	24.29
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 7-801 GALL RD	970-37-62300-222-000	1,474.93
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 7-801 GALL RD	970-37-66500-223-000	14.22
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 4-7TH ST	970-37-62300-222-000	2,015.03
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 4-7TH ST	970-37-66500-223-000	16.12
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 8-721 2ND AVE	970-37-62300-222-000	1,522.62
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 8-721 2ND AVE	970-37-66500-223-000	14.23
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-MOORE ST TOWER	970-37-66500-222-000	37.16
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-OAK ST HI-LIFT STATION	970-37-62300-222-000	486.59
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-OAK ST HI-LIFT STATION	970-37-66500-223-000	21.53
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-BIRCH ST TOWER-RADIO BLD	970-37-66500-222-000	32.84
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-COMM AVE BOOSTER STATIO	970-37-62300-222-000	185.88
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-COMM AVE BOOSTER STATIO	970-37-66500-223-000	38.94
06/30/2021	ALLIANT ENERGY	W082330JU	06/21/2021	WATER-WELL NO. 2-722 HILL ST	970-37-62300-222-000	711.13
Total 17246:						23,888.24
<b>17247</b>						
06/30/2021	AT&T MOBILITY	U287305468	06/07/2021	UTIL-SUPT JUNE CELL SERVICE	960-36-85100-220-000	20.37
06/30/2021	AT&T MOBILITY	U287305468	06/07/2021	UTIL-SUPT JUNE CELL SERVICE	970-37-92100-220-000	20.37
06/30/2021	AT&T MOBILITY	U287305468	06/07/2021	UTIL-JUNE SCADA SERVICE@WELLS	970-37-63300-250-000	77.99
06/30/2021	AT&T MOBILITY	U287305468	06/07/2021	UTIL-JUNE SCADA SERVICE@TOWER	970-37-67200-250-000	77.99
06/30/2021	AT&T MOBILITY	U287305468	06/07/2021	UTIL-JUNE SCADA SERVICE@BOOST	970-37-67800-250-000	39.00
Total 17247:						235.72
<b>17248</b>						
06/30/2021	BARABOO POWER EQUIPMENT	S92949	06/14/2021	SE-INNERTUBE: KIBOTA MOWER #102	960-36-82700-390-000	13.94
Total 17248:						13.94
<b>17249</b>						
06/30/2021	CARDMEMBER SERVICE	U06142021	06/14/2021	WATER-DNR SAMPLE MAILING	970-37-64300-343-000	91.45
06/30/2021	CARDMEMBER SERVICE	U06142021	06/14/2021	UTIL-STAMPS (600)	240-36-84000-343-000	33.00
06/30/2021	CARDMEMBER SERVICE	U06142021	06/14/2021	UTIL-STAMPS (600)	950-36-84000-343-000	99.00
06/30/2021	CARDMEMBER SERVICE	U06142021	06/14/2021	UTIL-STAMPS (600)	960-36-85100-343-000	99.00
06/30/2021	CARDMEMBER SERVICE	U06142021	06/14/2021	UTIL-STAMPS (600)	970-37-90300-343-000	99.00
06/30/2021	CARDMEMBER SERVICE	U06142021	06/14/2021	UTIL-LABELLER TAPE	960-36-85100-310-000	12.10
06/30/2021	CARDMEMBER SERVICE	U06142021	06/14/2021	UTIL-LABELLER TAPE	970-37-92100-310-000	12.11
Total 17249:						445.66

CITY OF BARABOO

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Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
<b>17250</b>						
06/30/2021	CENTURYLINK	S301299619	06/17/2021	SEWER-PHONE-ACCT 301299619	960-36-85100-220-000	7.64
06/30/2021	CENTURYLINK	W301217861	06/17/2021	WATER-PHONE-ACCT 301217861	970-37-66500-220-000	7.58
06/30/2021	CENTURYLINK	W301217861	06/17/2021	WATER-PHONE-ACCT 301217861	970-37-92100-220-000	7.59
Total 17250:						22.81
<b>17251</b>						
06/30/2021	CINTAS CORPORATION	S408653906	06/08/2021	SEWER-TOWELS-SOLD TO #12710570	960-36-85600-390-000	9.85
06/30/2021	CINTAS CORPORATION	S408782209	06/22/2021	SEWER-TOWELS-SOLD TO #12710570	960-36-85600-390-000	9.85
06/30/2021	CINTAS CORPORATION	W408653906	06/08/2021	WATER-TOWELS-SOLD TO #12710608	970-37-66500-340-000	10.76
06/30/2021	CINTAS CORPORATION	W408782209	06/22/2021	WATER-TOWELS-SOLD TO #12710608	970-37-66500-340-000	10.76
Total 17251:						41.22
<b>17252</b>						
06/30/2021	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/30/2021	STORMWATER-JUNE 2021 RECEIPTS	999-00-10005-000	692.68
06/30/2021	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/30/2021	STORMWATER-JUNE 2021 RECEIPTS	970-37-40419-001	.01
06/30/2021	CITY OF BARABOO-STORMWAT	ST/SLJUN20	06/30/2021	STREET LIGHT-JUNE 2021 RECEIPTS	999-00-10005-000	186.81
Total 17252:						879.50
<b>17253</b>						
06/30/2021	CORE & MAIN LP	W-P031259	06/18/2021	WATER-METERS: IPERL 5/8" (8)	970-96-10346-101	1,059.82
06/30/2021	CORE & MAIN LP	W-P033614	06/10/2021	WATER-INVENTORY-ACCT 97801	970-96-10154-001	1,109.60
Total 17253:						2,169.42
<b>17254</b>						
06/30/2021	CT LABORATORIES LLC	S162476	05/25/2021	SEWER-EFFLUENT TESTS	960-36-82700-217-000	30.00
06/30/2021	CT LABORATORIES LLC	W162639	06/03/2021	WA-WELL NO. 2: ANIONS/SDWA/NITRA	970-37-64200-217-000	10.00
Total 17254:						40.00
<b>17255</b>						
06/30/2021	FASTENAL COMPANY	W-WIBAR22	06/11/2021	WA-BLUE MARKING PAINT #WIBAR00	970-37-66500-340-000	13.19
06/30/2021	FASTENAL COMPANY	W-WIBAR22	06/29/2021	WA-BLUE MARKING PAINT #WIBAR00	970-37-66500-340-000	13.19
06/30/2021	FASTENAL COMPANY	W-WIBAR22	06/29/2021	WA-EYEBOLTS: WELLHOUSES #WIBA	970-37-63100-260-000	5.33
Total 17255:						31.71
<b>17256</b>						
06/30/2021	JFTCO INC	W-PIMS0114	06/08/2021	WA-PIN/TIP/RETAINER: MINI EXCAVAT	970-37-93200-250-000	207.95
Total 17256:						207.95
<b>17257</b>						
06/30/2021	LW ALLEN LLC	W107719	06/14/2021	WA-SCADA SUPPORT: NEW CRADLEP	970-37-93210-250-000	960.00
Total 17257:						960.00
<b>17258</b>						
06/30/2021	MENARDS - BARABOO	S66917	06/10/2021	SE-GARBAGE BAGS/CLEANERS #319	960-36-85600-390-000	39.79
06/30/2021	MENARDS - BARABOO	W67473	06/18/2021	WATER-BLACK STRIPING PAINT #3190	970-37-66500-340-000	12.96

CITY OF BARABOO

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Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
Total 17258:						52.75
<b>17259</b>						
06/30/2021	MOTION INDUSTRIES INC	U-WI03-7212	06/24/2021	UTIL-JET VAC VALVE REPAIR PARTS	950-36-83100-340-000	66.36
06/30/2021	MOTION INDUSTRIES INC	U-WI03-7212	06/24/2021	UTIL-JET VAC VALVE REPAIR PARTS	960-36-83100-250-000	66.36
Total 17259:						132.72
<b>17260</b>						
06/30/2021	MSA PROFESSIONAL SERVICE	W35133#2	06/25/2021	WA--CTY A TOWER: DNR PERMITTING	970-37-67200-239-000	580.00
Total 17260:						580.00
<b>17261</b>						
06/30/2021	NAPA AUTO PARTS	U418596	06/22/2021	UTIL-ADAPTERS: JET VAC-ACCT 1093	950-36-83100-340-000	7.57
06/30/2021	NAPA AUTO PARTS	U418596	06/22/2021	UTIL-ADAPTERS: JET VAC-ACCT 1093	960-36-83100-250-000	7.57
06/30/2021	NAPA AUTO PARTS	W417624	06/11/2021	WATER-CONNECTOR: VACTRON-ACC	970-37-93200-250-000	10.99
Total 17261:						26.13
<b>17262</b>						
06/30/2021	NCL OF WISCONSIN INC	S455532	06/08/2021	SEWER-LAB SUPPLIES-ACCT 3595	960-36-82700-340-000	434.25
06/30/2021	NCL OF WISCONSIN INC	S4555698	06/11/2021	SEWER-LAB SUPPLIES-ACCT 3595	960-36-82700-340-000	186.19
Total 17262:						620.44
<b>17263</b>						
06/30/2021	PETERSON, WADE D	U06/2021MI	06/28/2021	UTIL-JUNE 2021 MILEAGE	970-37-93000-330-000	106.40
06/30/2021	PETERSON, WADE D	U06/2021MI	06/28/2021	UTIL-JUNE 2021 MILEAGE	960-36-85100-330-000	106.40
Total 17263:						212.80
<b>17264</b>						
06/30/2021	PUBLIC SERVICE COMMISSION	W2105-I-003	06/21/2021	WA-2020 CRC APPLICATION-UTILITY I	970-37-92800-321-000	123.52
Total 17264:						123.52
<b>17265</b>						
06/30/2021	SEH INC	U406644	06/09/2021	UTIL-STH 33 UTILITY REPLACEMENT	960-96-10183-001	1,243.75
06/30/2021	SEH INC	U406644	06/09/2021	UTIL-STH 33 UTILITY REPLACEMENT	970-96-10183-001	3,731.25
Total 17265:						4,975.00
<b>17266</b>						
06/30/2021	SPRECHER PLUMBING INC	W11522	06/17/2021	WA-REPLACE LEAD SERVICE@518 8T	261-00-25640-000	3,300.00-
06/30/2021	SPRECHER PLUMBING INC	W11522	06/17/2021	WA-REPLACE LEAD SERVICE@518 8T	970-96-10145-001	3,300.00
06/30/2021	SPRECHER PLUMBING INC	W11522	06/17/2021	WA-REPLACE LEAD SERVICE@518 8T	261-37-53700-238-000	3,300.00
06/30/2021	SPRECHER PLUMBING INC	W11528	06/23/2021	WA-REPLACE LEAD SERVICE@514 1S	261-00-25640-000	3,300.00-
06/30/2021	SPRECHER PLUMBING INC	W11528	06/23/2021	WA-REPLACE LEAD SERVICE@514 1S	970-96-10145-001	3,300.00
06/30/2021	SPRECHER PLUMBING INC	W11528	06/23/2021	WA-REPLACE LEAD SERVICE@514 1S	261-37-53700-238-000	3,300.00
Total 17266:						6,600.00
<b>17267</b>						
06/30/2021	US POSTAL SERVICE	UBQTR #2-2	06/30/2021	UTIL-BILLING-QTR #2-2021	240-36-84000-343-000	153.76

M = Manual Check, V = Void Check

CITY OF BARABOO

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Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
06/30/2021	US POSTAL SERVICE	UBQTR #2-2	06/30/2021	UTIL-BILLING-QTR #2-2021	950-36-84000-343-000	693.46
06/30/2021	US POSTAL SERVICE	UBQTR #2-2	06/30/2021	UTIL-BILLING-QTR #2-2021	960-36-85100-343-000	461.27
06/30/2021	US POSTAL SERVICE	UBQTR #2-2	06/30/2021	UTIL-BILLING-QTR #2-2021	970-37-90300-343-000	461.27
Total 17267:						1,769.76
Grand Totals:						44,029.29

FINANCE COMMITTEE APPROVAL:

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(Chairman)

---

  
(Date)

CITY OF BARABOO

Check Register - General  
Check Issue Dates: 6/30/2021 - 6/30/2021

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Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
<b>1323</b>							
06/30/2021	1323	PACE PAYMENT SYSTEM	MAY2021	05/31/2021	REC-MAY ONLINE PAYMENT PR	100-53-55300-270-000	458.14
Total 1323:							458.14
<b>1324</b>							
06/30/2021	1324	PAYMENT SERVICE NET	238463	06/02/2021	TRE-MAY ONLINE PAYMENT SE	100-11-51520-290-000	98.95
Total 1324:							98.95
Grand Totals:							557.09

FINANCE COMMITTEE APPROVAL:

\_\_\_\_\_  
(Chairman)

\_\_\_\_\_  
(Date)



## Check Register - Payroll Remittance Checks

June 2021

Check Date	Payee	Description	Amount
6/9/2021	40776	EFTPS	SOCIAL SECURITY Pay
6/9/2021	40776	EFTPS	SOCIAL SECURITY Pay
6/9/2021	40776	EFTPS	MEDICARE Pay Period:
6/9/2021	40776	EFTPS	MEDICARE Pay Period:
6/9/2021	40776	EFTPS	FEDERAL WITHHOLDING
EFTPS Total			63,901.99
6/23/2021	40982	EFTPS	SOCIAL SECURITY Pay
6/23/2021	40982	EFTPS	SOCIAL SECURITY Pay
6/23/2021	40982	EFTPS	MEDICARE Pay Period:
6/23/2021	40982	EFTPS	MEDICARE Pay Period:
6/23/2021	40982	EFTPS	FEDERAL WITHHOLDING
EFTPS Total			70,160.00
6/15/2021	10644	WI DEPT OF REVENUE	STATE TAXES WITHHELD
6/30/2021	40777	WI DEPT OF REVENUE	STATE TAXES WITHHELD
6/24/2021	41132	WI DEPT OF EMPLOYEE TRUST	HEALTH INSURANCE
6/30/2021	40981	WISCONSIN RETIREMENT	RETIREMENT
			<u>75,774.07</u>
			\$ 377,711.96

FINANCE COMMITTEE APPROVAL:

\_\_\_\_\_

(Chairman)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Date)

RESOLUTION NO.

Dated: July 13, 2021

**The City of Baraboo, Wisconsin**

**Background:** *The City of Baraboo and Sauk County co-own and operate the facilities at UW Baraboo. As such, in February of 2014 both entities entered into an agreement with The Villas at Baraboo, LLC to operate apartments for the purpose of providing student housing. The Villas at Baraboo, LLC is looking to enter into a loan with Prevail Bank as such, they have asked that the City and County consent to the Assignment of the Tenant's interest under the Lease and leasehold created thereby to Lender. This agreement has been reviewed by the City's Attorney and recommended for approval.*

**Fiscal Note: (Check one) [ X ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted**  
**Comments:** There is no cost to the City.

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

**WHEREAS,** The City of Baraboo entered into a lease agreement in 2014 with The Villas at Baraboo, LLC for the purposes of providing student housing,

**WHEREAS,** The Common Council consents to the lease assignment to Prevail Bank,

**NOW, THEREFORE BE IT RESOLVED,** the Baraboo City Council does hereby approve the attached Consent of Landlord to Assignment of Lease document as presented,

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign the document on behalf of the City.

Offered By: Finance Committee

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

Motion:

Second:

Certified: \_\_\_\_\_

**CONSENT OF LANDLORD TO  
ASSIGNMENT OF LEASE**

Document Number

Recording Area

Name and Return Address

LaROWE GERLACH TAGGART LLP  
PO BOX 10  
SAUK CITY, WI 53583

Pt. of 206-0038-00000

Parcel Identification No. (PIN)

THIS CONSENT OF LANDLORD TO ASSIGNMENT OF LEASE

("Consent") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between SAUK COUNTY, a subdivision of the State of Wisconsin, and the CITY OF BARABOO, a Wisconsin municipal corporation ("Landlord"); THE VILLAS AT BARABOO, LLC, an Iowa limited liability company ("Tenant") and PREVAIL BANK ("Lender").

WHEREAS, Landlord is the lessor and Tenant is the lessee under the lease attached hereto as Exhibit A (together with all amendments, modifications and supplements thereto, the "Lease") covering the real estate as described in said attached lease, and Landlord is the owner in fee of such real estate (the "Premises");

WHEREAS, Tenant wishes to enter into various financing arrangements, under which the Lease and the leasehold estate created thereby. Including any Improvements made thereto, and all equipment, furniture or fixtures therein, would be used as collateral ("Collateral") for a loan or loans ("Loan") from Lender;

WHEREAS, in connection with such financing arrangements, Tenant wishes to assign Tenant's Interest in the Lease ("Assignment"), to Lender as security for the Loan;

WHEREAS, this Consent is intended to act as a consent to the execution and delivery of such Assignment.

NOW, THEREFORE, for valuable consideration, Landlord hereby consents to the Assignment and agrees as follows:

1. **The Lease.** The Lease Is In full force and effect and has not been modified, amended or supplemented except as described in Exhibit A attached hereto.

2. **No Defaults.** No default by Tenant is continuing under the Lease and, to the best of Landlord's knowledge, no event has occurred and is continuing which with the giving of notice or the lapse of time or both would constitute such a default. Landlord Is not in default under the Lease.

3. **Cure Rights.** If any default shall occur under the Lease which, upon the giving of notice to Tenant or the expiration of any applicable cure period in the Lease, would entitle Landlord to terminate the Lease, Landlord shall not terminate the Lease unless Landlord shall have first given Lender a notice specifying the default by Tenant (a "Default") contemporaneously and on the same date as the notice to the Tenant and Lender shall have failed to remedy such Default prior to the later of: a) the expiration of any applicable cure period specified In the Lease or b) the date that is ten (10) days after receipt of such notice by Lender, whichever is longer.

4. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed properly given when received by Landlord or Tenant at their addresses as provided In the Lease and, In the case of the Lender at:

Prevail Bank  
110 Linn St.  
Baraboo, WI 53913

Landlord hereby agrees to give Lender, concurrently with the giving thereof to Tenant, a copy of any and all notices, requests, demands or other communications relating to any failure by Tenant to perform any of the terms and provisions of the Lease, and any other pertinent notices or other communications which Landlord is required to give to Tenant pursuant to the Lease or by law. Such notice is crucial to the Lender so as to allow the Lender to protect its security interests in the Lease, fixtures and personal property pledged to the Lender by the Tenant. Therefore, failure by the Landlord to give written notice of any breach of the terms of the Lease by the Tenant shall prohibit the Landlord from taking any action which adversely affects the Lender until such time as proper written notice has been given to the Lender by the Landlord.

5. **Consent to Assignment.** Landlord hereby consents to this Assignment of Tenant's interest under the Lease and the leasehold estate created thereby to Lender,

including any improvements made thereto, and the Landlord acknowledges that such Assignment shall not impose any obligation on Lender until Lender shall succeed to Tenant's interests under the Lease through foreclosure, actual surrender of the Premises to the Lender, or otherwise. If Tenant defaults under the Loan or the Lease, Lender may reassign the Lease and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating the rental units, Lender will have no liability under the Lease, including without limitation liability for rent.

6. **Disclaimer of Interest.** Landlord hereby consents to Lender's security interest (or other interest) in the Collateral. Landlord agrees that any subsequent lien or claim that it may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and that said lien or claim will be subject to the rights granted by Landlord to Lender in this Consent.

7. **Successors.** The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall also inure to the benefit of any mortgagee under any mortgage, or the beneficiary under any deed of trust, and their respective successors and assigns.

8. **Execution in Counterparts.** This Consent may be executed in counterparts, each of which shall be an original.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

THE VILLAS AT BARABOO, LLC

By:

.....

.....

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, the above-named \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of The Villas at Baraboo, LLC.

**NOTARY  
PUBLIC  
SEAL**

Notary Public for \_\_\_\_\_

My Commission expires: \_\_\_\_\_





Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BARABOO

By:

---

## ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally, came before me this \_\_\_\_day of \_\_\_\_\_, 2021, the above-named \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the City of Baraboo.

**NOTARY  
PUBLIC  
SEAL**

Notary Public for Wisconsin  
My Commission expires: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

SAUK COUNTY

By:

Becky Evert, Sauk County Clerk

## ACKNOWLEDGEMENT

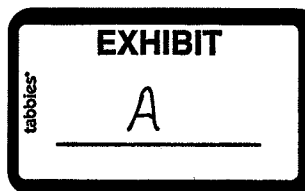
STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally, came before me this \_\_\_day of \_\_\_\_\_, 2021, the above-named Becky Evert, Sauk County Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Sauk County.

**NOTARY  
PUBLIC  
SEAL**

Notary Public for Wisconsin  
My Commission expires: \_\_\_\_\_

*This instrument was drafted by  
Patrick J. Taggart, II, Attorney-at-Law  
LaRowe Gerlach Taggart LLP  
1730 Community Drive, P.O. Box 10, Sauk City, WI 53583  
608-643-3391  
patrick@lgtsauk.com*



## LEASE AGREEMENT

This Ground Lease Agreement (this "Lease") made as of this \_\_\_\_ day of February, 2014, by and between Sauk County, a political subdivision of the State of Wisconsin and the City of Baraboo, a Wisconsin Municipal Corporation, (hereinafter collectively referred to as "Landlord") represented by the University of Wisconsin-Baraboo/Sauk County Campus Commission and Bluffstone, LLC, an Iowa limited liability company, having an office at 1805 State Street, Suite 103, Bettendorf, Iowa 52722 (hereinafter referred to as "Tenant").

### ARTICLE 1

#### Definitions

Certain Definitions. Landlord and Tenant agree that the following capitalized terms when used herein shall, unless the context otherwise requires, have the following meanings:

"Commencement Date" shall mean the date upon which the Mortgage and Security Agreement and related assignment of leases and rents and financing statements are executed by Tenant and Bank of Wisconsin Dells.

"Completion Date". The construction of the Project shall be deemed to have been completed on the date ("Completion Date") on which both the City shall have issued a certificate of occupancy for the Project and the Architect shall have certified that the Project has been substantially completed in accordance with the Plans.

"Expiration Date" shall mean the day the term of this Lease expires as identified in Article 3 hereof.

"Full Insurable Value" shall mean the replacement cost of the Project without allowance for depreciation, but excluding footings, foundations and other portions of improvements which are not insurable. A determination of Full Insurable Value shall be made at least once every five (5) years at Tenant's expense by a firm of qualified fire insurance appraisers satisfactory to Landlord and to fire insurance companies generally.

"Hazardous Substance" shall mean any toxic or hazardous substances or wastes, pollutants or contaminants, including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment.

"Interest Rate" shall mean any interest rate hereinafter specified.

"Land" and "Leased Premises" shall both mean the parcel of land described in Exhibit A attached hereto together with all appurtenances thereto and easements benefiting such parcel.

"Lease Year" shall mean the twelve (12) month period beginning on the first day of the first full month included in this Lease term and each successive twelve-month period thereafter.

"Mortgage" shall mean the Construction Mortgage and Security Agreement and any related assignment of leases and rents and UCC financing statements given by Bluffstone, LLC or its assignees to Bank of Wisconsin Dells, and any future replacement first mortgages (and related documents) on the Leased Premises..

"Mortgagee" shall mean the Bank of Wisconsin Dells, its successors and assigns and any future first mortgage lenders in regards to the Leased Premises.

"Permitted Encumbrances" shall mean:

1. Any state of facts which an accurate survey of the Land would show, and/or which a physical inspection thereof would disclose or reveal.
2. All zoning laws, ordinances and resolutions and all building and zoning restrictions and regulations of the City and all laws, ordinances, resolutions, regulations and orders of all governmental boards, bureaus, commissions, bodies and authorities, or of any municipal, county, state or federal governmental unit or entity now or hereafter having or acquiring jurisdiction of the Leased Premises and/or the use and improvement thereof.
3. The revocable nature of the right, if any, to maintain vaults, vault spaces, basement and sub-basement spaces, areas, structures, coal chutes, fuel pipes, sidewalk doors and elevators, canopies, marquees, signs, ledges, cornices, parapets, window sills, facade ornamentation, standpipes, doors, show windows, exhaust pipes and any other encroachment or projection across or beyond the building lines.
4. All notes or notices of violations by Tenant of laws, ordinances, orders or requirements heretofore or hereafter noted in or issued by any governmental or municipal board, body, agency, authority or department, whether or not affecting the Leased Premises as of date hereof, including, without limitation, any such violations which might be disclosed by an examination, inspection or search of the Leased Premises by any governmental or municipal board, body, agency or department, or any condition which, following an inspection of the premises, might give rise to such a note or notice of violation, all of which Tenant covenants and agrees to promptly remove or to correct in accordance with the provisions of Article 11 hereof.
5. All covenants, restrictions, easements, conditions, and agreements, including, without limitation, any party wall agreements, of record as of the date of this Lease, if any.
6. All rights, grants or easements affecting the Leased Premises, whether or not of

record, heretofore or hereafter given, afforded to or acquired by any public utility company or governmental authority furnishing utilities to the Leased Premises, or in or to the area in which the Leased Premises are located, including easements to maintain wires, pipes, conduits, and other facilities which enter or cross the Leased Premises. Landlord shall not be allowed to grant easements after the date of this Lease without the consent of Tenant, with such consent not to be unreasonably withheld.

7. All taxes, assessments, vault charges, water meter and water frontage charges, and all sewer rents thereon, accrued, fixed or not fixed, shall be the responsibility of the Tenant as of the date of the commencement of the term herein.

“Project” and “Building” shall both mean a 23,000 square foot, more or less, student housing building to be located on Landlord owned property as described in Exhibit A.

“Rent” shall mean all Basic Rent, determined and adopted from time to time in accordance with Section 4.1(a) hereof and additional rent and all other sums payable to Landlord or on behalf of Landlord under this Lease whether or not specifically denominated as Rent.

“Term” shall mean either the Initial Term as determined in Section 3.1 hereof or the Renewal Term as determined in Section 3.2 hereof.

## ARTICLE 2

### Leased Premises

Section 2.1 Demising Clause. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Land subject to the Permitted Encumbrances and upon all of the terms, covenants and conditions set forth herein.

Section 2.2 Construction of Project. Tenant shall, at its cost, cause to be constructed on the Land the Project in accordance with plans and specifications (“Plans”) therefor prepared by Joseph Architectural Group (“Architect”). Tenant shall enter into a construction contract with Build to Suit, Inc. (“Contractor”) for such work. As and when Architect prepares Plans, such Plans shall be submitted to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. Upon approval of such Plans (which approval may take place in stages as separate segments are prepared and approved), Contractor shall be directed to proceed with the construction outlined in the approved Plans. Architect shall in accordance with its contract supervise the construction of the Project. Tenant shall be responsible for obtaining all permits and licenses, and for the payment of all fees, costs, impact fees, and other related costs associated with the Project, and all improvements and infrastructure needed as a result of the project. All requests for payment by the Contractor shall be approved for payment by both Architect and Tenant. Tenant agrees to look solely to Architect and Contractor for any claims related to the design or construction of the Project or any delays in completion.

Section 2.3 Ownership of Project. All of the Project, and all other Improvements of any nature on the Land, shall be owned by and shall be the property of the Tenant, subject to the

provisions of Article 7 of this Lease. Nothing in this Agreement shall be interpreted or construed to authorize any mortgage or security interest upon the fee simple interest of the Landlord.

### ARTICLE 3

#### Term of Lease

Section 3.1 Term. Landlord shall lease the Leased Premises to Tenant, and, subject to the provisions hereof, its permitted successors and assigns, for a term commencing on the Commencement Date, and which shall come to an end and terminate thirty (30) years after the Commencement Date (the "Expiration Date") (the period of time between the Commencement Date and the Expiration Date is referred to herein as the "Term"), unless sooner terminated or further extended, as hereinafter provided.

Section 3.2 Option to Renew. Provided Tenant is not then in default under this Lease, Landlord hereby grants Tenant an option to extend the term of this Lease for a period of twenty (20) years, commencing upon the Expiration Date (the "Renewal Term"), with renewal terms subject to renegotiation, unless this Lease is terminated earlier pursuant to the provisions hereof or unless there remains uncured any breach of any covenant set forth herein which Landlord had previously notified the Tenant as to which the applicable time to cure such breach has expired. Tenant shall exercise such option by giving Landlord written notice of its election to do so on or before one hundred eighty (180) days prior to the Expiration Date.

The rent to be paid for the Renewal Term shall be in the amount of One Dollars (\$1.00), to be paid in one lump sum amount at the time of renewal.

Section 3.3 Expiration of Renewal Term. Prior to the end of the Renewal Term, the Landlord shall either purchase the Building from Tenant, in accordance with the provisions of Section 15.1, or the parties shall commence negotiations to extend the Lease for an additional period of time.

Section 3.4 Termination. Landlord may terminate this Lease at any time by providing six (6) month written notice to Tenant (in accordance with the provisions of Article 19) of Landlord's intent to terminate. If Landlord elects to terminate the Lease, Landlord shall pay Tenant the purchase price for the Building, as it is calculated in Section 15.1, below; provided however, that in the event of a termination of this Lease, the purchase price to be paid hereunder shall in all events be sufficient to pay the sum secured by any then existing Mortgage. If the appraised value, as calculated in Section 15.1, is less than the sum secured by the then existing Mortgage, Tenant shall be responsible to pay to Landlord the difference.

### ARTICLE 4

#### Rent

Section 4.1 Rent. Tenant covenants and agrees to pay Landlord the sum of One Dollar (\$1.00) per year, with the first payment due and payable on the Commencement Date.

Section 4.2 Place and Manner of Payment. Subject to the further provisions hereof, the Basic Rent hereinabove provided for shall be payable to the Landlord at the original or changed address of Landlord called for in Article 19 hereof or to such other person or persons at such address or addresses as Landlord may designate from time to time in writing (subject to the provisions of Article 19). In addition to other proper methods of payment, all payments of Basic Rent and other sums payable to Landlord by Tenant under this Lease may be made, and shall be deemed to have been properly made, by the mailing or delivery to Landlord of Tenant's check or draft in the amount of such payment, and shall be deemed timely made if received by Landlord on or before the due date thereof; provided that if such check or draft be not paid and honored upon presentation thereof, duly endorsed, such check or draft shall not constitute payment.

## ARTICLE 5

### Impositions

Section 5.1 Definition of Impositions. The term "Impositions" shall mean all taxes, assessments, use and/or occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges by any public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Term of this Lease be assessed, levied, charged, confirmed or imposed by any public authority upon or accrued or become due or payable out of or on account of or become a lien on the Leased Premises or any part thereof, or the Improvements now or hereafter comprising a part thereof, or the appurtenances thereto or the sidewalks, streets or vaults adjacent thereto, or the rent and income received by or for the account of Tenant from any subtenants or for any use or occupation of the Leased Premises and such franchises, licenses and permits as may be appurtenant to the use of the Leased Premises, or any documents to which the Tenant is a party creating or transferring an interest or estate in the Leased Premises, payable to any governmental body; but shall not include any income tax, capital levy, excise or transfer taxes or similar tax of Landlord, or any franchise tax imposed upon any owner of the fee of the Leased Premises, or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Landlord under this Lease, by any municipality, county or state, the United States of America or any governmental body; provided, however, that if at any time during the Term of this Lease, the present method of taxation or assessment shall be so changed that the whole or any part of the taxes, assessments, levies, Impositions or charges now levied, assessed or imposed on real estate and Improvements thereon shall be discontinued and as a substitute therefor, taxes, assessments, levies, Impositions, or charges shall be levied, assessed and/or imposed wholly or partially as a capital levy or otherwise on the rents received from said real estate or the rents reserved herein or any part thereof, then such substitute taxes, assessments, levies, Impositions or charges to the extent so levied, assessed or imposed, shall be deemed to be included within the term "Impositions".

Section 5.2 Tenant to Pay Impositions. Tenant covenants to pay when due and before any fine or penalty is added thereto for the nonpayment thereof, all Impositions with respect to the Project, as of the date of the commencement of the Term herein.; provided, however, that if any such Imposition may be paid in installments, the Tenant may pay each installment before any fine or penalty is added to any such installment for the nonpayment thereof and provided further that Tenant shall pay any deferred unpaid balance thereof on or before the Expiration Date. If the Project is determined to be subject to ad valorem taxes, Tenant shall pay such taxes.



Section 5.3 Tax Contests. Landlord may, on behalf of Tenant, contest the validity or amount (including the assessed valuation of the Leased Premises) of any Imposition for which Landlord is responsible in whole or in part in the manner provided in the Mortgage and Tenant hereby agrees to join with Landlord in contesting the validity of any such taxes assessed against the Leased Premises or the Project.

Section 5.4 Exclusions. Tenant shall be liable in any event for any tax or any tax imposed, levied or assessed against Landlord or any interest of Landlord in the Leased Premises, and Tenant shall be liable in any event for any income tax due from or levied and assessed against Landlord because of benefits received under this Lease, other than tax on unrelated business income, if any.

Section 5.5 Option of Other Party to Pay Impositions. If Tenant shall fail to pay any Imposition for which it is liable, or its proportionate part thereof, as the case may be, before the same becomes delinquent, or fails to notify the other party of its intention to contest the same prior to such delinquency, or fails to pay contested Impositions as provided for in Section 5.3 hereof, such other party may, at such other party's election upon ten (10) days prior written notice to the party liable for such Imposition, pay such Imposition with any interest and penalties due thereon, and the amount so paid by the such other party shall be owed such other party by the party liable for such Imposition on demand, together with interest thereon at the rate of twelve percent (12%) per annum from the date of such payment until repaid; provided, however, that before Landlord may pay any such Imposition on behalf of Tenant, Landlord shall give Tenant notice of such intended payment in the same manner as provided herein for any default by Tenant.

## ARTICLE 6

### Use/Environmental/ADA

Section 6.1 Use. To the extent permitted by law, the Leased Premises shall be used and occupied by Tenant for apartment rental for individuals pursuant to the following category priorities:

- (a) First to students of the University of Wisconsin – Baraboo/Sauk County campus;
- (b) Next to faculty and staff of the University of Wisconsin – Baraboo/Sauk County campus;
- (c) Next to participants of University of Wisconsin– Baraboo/Sauk County sponsored or authorized programs;
- (d) Lastly to individuals with a qualified student affiliation;
- (e) In the event that occupancy fails to meet or exceed ninety percent (90%) after utilization of the first four priorities listed above, Landlord and Tenant shall then negotiate and amend the priority requirements to add additional categories in order to meet or exceed ninety percent (90%) occupancy, with such agreement not to be unreasonably withheld. Occupancy will be determined at the beginning of the academic

year and will be for the academic year only. Consent will be deemed to have been reasonably withheld for the following reasons, these reasons are not exclusive, and Landlord reserves the right to use other reasons for withholding consent: a) The proposed category is not consistent with the student community; or b) The proposed category is not consistent with the mission of the University of Wisconsin-Baraboo/Sauk County.

Section 6.2 Promotion of Student Apartment Improvements/Leasing Policy and Restrictions. Landlord hereby covenants and agrees that it shall use its best efforts to promote and market the use of the Project for housing by students of the Landlord and shall take no action which could or would in any way adversely impact upon the use and operation of the Project.

Section 6.3 Environmental Covenants. Tenant shall not use the Leased Premises for the production, sale or storage of any Hazardous Substances, and shall not use any Hazardous Substance in the Leased Premises, and shall not permit any Hazardous Substance to be disposed of, from, in or on the Leased Premises, unless such Hazardous Substances are of the type normally produced, sold, stored, used or disposed of in connection with the business expressly hereby permitted to be carried on by Tenant in the Leased Premises, and are produced, sold, stored, used and disposed of in strict accordance with all such laws, statutes, ordinances, codes, rules and regulations which are applicable to the Leased Premises ("Environmental Regulations"). Tenant shall not knowingly permit any Hazardous Substance to be emitted, discharged, released, spilled or deposited from, in or on the Leased Premises, except in compliance with Environmental Regulations and all permits received by Tenant. Tenant shall obtain and maintain all licenses and permits, and shall maintain all material safety data sheets, with respect to such Hazardous Substances, which are required by any Environmental Regulation. At Landlord's request, copies of all permits relating to Hazardous Substances shall be delivered to Landlord. Landlord shall have the right to enter the Leased Premises to inspect the same for compliance with the provisions of this Section 6.3. At the expiration or early termination of this Lease and/or Tenant's right of possession of the Leased Premises, Tenant shall deliver the Leased Premises to Landlord free of any Hazardous Substances and in compliance with all Environmental Regulations applicable to the Leased Premises. Tenant agrees to indemnify, protect, defend and save Landlord harmless against any and all claims, demands, liabilities, damages, costs and expenses, including without limitation, defense costs, fines and penalties, resulting from any violation by Tenant of this Section 6.3 or of any Environmental Regulation, including court costs and attorneys' fees in any suit, action, administrative proceeding or negotiations resulting therefrom, and including costs of remediation, clean-up and detoxification of the Leased Premises and the environment. Tenant's obligations and liabilities under this Section 6.3 shall survive the termination of this Lease.

Section 6.4 Americans with Disabilities Act ("ADA"). Tenant shall comply with the rules, regulations and requirements of the Americans with Disabilities Act ("ADA") as the same may be hereafter amended or interpreted in all respects in so far as the ADA shall affect the use and operation of the Leased Premises and shall make all alterations, additions and repairs necessary or appropriate to comply with the ADA. Tenant agrees to indemnify, protect, defend and save Landlord harmless against any and all claims, demands, liabilities, damages, costs and expenses, including without limitation, defense costs, fines and penalties, resulting from any violation by Tenant of this Section 6.4 or of the ADA, including court costs and attorneys' fees

in any suit, action, administrative proceeding or negotiations resulting therefrom. Tenant's obligations and liabilities under this Section 6.4 shall survive the termination of this Lease.

Section 6.5 Covenant of Tenant Not to Abandon. Tenant covenants and agrees not to abandon the Premises or any part thereof. In the event the Premises are abandoned by Tenant, Landlord shall have the right, but not the obligation, to relet the Premises for the remainder of the Term or for any lesser term. Landlord incurs any costs relating to hiring a property manager, such costs shall be passed on to the Tenant, who shall be responsible for their payment. Nothing herein shall be construed as impairing or denying Landlord's right, in the event of abandonment of the Premises or other breach of the Lease by Tenant, to treat the same as an entire breach, and to exercise all the remedies herein provided for defaults by Tenant.

## ARTICLE 7

### Surrender

Section 7.1 Time, Condition. Upon termination of this Lease, whether by reason of lapse of time, forfeiture or otherwise, Tenant shall immediately surrender possession of the Leased Premises to Landlord in good order, condition and repair, ordinary wear, tear and loss by insured casualty with effective waiver of subrogation excepted, and all fixtures and improvements on the Leased Premises shall become the property of Landlord without any obligation on the part of Landlord to compensate Tenant therefor. If possession be not immediately surrendered, Landlord, with or without process of law, may forthwith re-enter said Leased Premises and repossess the same or any part thereof and expel and remove therefrom, using such force as may be necessary, all persons and property without being deemed guilty of any unlawful act or liable for damages by reason of such re-entry for forfeiture and without prejudice to any other legal remedy available to Landlord. Notwithstanding such re-entry by Landlord or any termination or forfeiture under this Lease, the liability of Tenant for the Rent provided for herein shall continue for the balance of the term of this Lease. Tenant will pay, in addition to the Rent and other sums agreed to be paid hereunder, reasonable attorneys' fees for enforcing the provisions of this Lease and collecting the Rent due Landlord hereunder, whether or not suit be commenced.

Section 7.2 Removal of Personal Property. Notwithstanding the preceding paragraph hereof, if this Lease terminates by reason of the expiration of its term and if Tenant is not in default in any respect hereunder, Tenant may remove from the Building its personal property, provided that such removal shall be made prior to the end of the term of this Lease, without disturbing students, and any damage resulting from removal shall be repaired by Tenant.

## ARTICLE 8

### Insurance

Tenant, at Tenant's sole cost and expense, shall maintain Builder's Risk insurance on the Leased Premises throughout the duration of construction of the Project, and carry Property and other applicable insurance throughout the Lease term. The City of Baraboo and Sauk County shall be named as additional insureds on any casualty or liability insurance policy.

## ARTICLE 9

### Indemnification of Landlord

Section 9.1 Indemnity. Tenant shall indemnify and save Landlord harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees, which may be imposed upon, incurred by or asserted against Landlord by reason of any of the following occurring during the term of this Lease:-

(a) Any work or thing done in, on or about the Leased Premises or any part thereof, by Tenant or any sublessee, licensee or other occupant thereof, and any work or thing done in or about the Leased Premises by Landlord by reason of Tenant's failure to do or perform any act or thing required by Tenant under this Lease;

(b) Any negligence on the part of Tenant or any subtenant, licensee or any other occupant of the Leased Premises, or any of their agents, contractors, servants, employees, licensees or invitees; or

(c) Any failure on the part of Tenant to keep, observe or perform any of the terms contained in this Lease.

Tenant shall not indemnify and save Landlord harmless for any of the above listed items which arise primarily as a result of Landlord's negligent or intentional acts or omissions. In case any action or proceeding is brought against Landlord by reason of such liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architects' and attorneys' fees, Tenant, upon written notice from Landlord, shall at Tenant's expense resist or defend such action or proceeding by counsel approved by Landlord in writing.

## ARTICLE 10

### Discharge of Liens

Section 10.1 No Liens. If any lien for work performed or materials supplied after the commencement of the term is filed against the Leased Premises or Landlord's or Tenant's interest therein, other than liens arising as a result of acts of Landlord, Tenant shall cause the same to be discharged of record within ten (10) days after notice of such filing. Tenant, at its sole expense, shall defend the Leased Premises and Landlord against all suits for the enforcement of any such lien or any bond in lieu of such lien, and Tenant hereby indemnifies Landlord against any and all loss, cost, damage, expense or liability resulting from any such lien or suit. Should Tenant fail to so discharge any such lien, Landlord may do so by payment, bond or otherwise on ten (10) days' written notice to Tenant, and the amount paid or incurred therefor by Landlord shall be reimbursed to Landlord by Tenant as additional Rent forthwith upon demand, with interest from the date of demand at the Interest Rate or the maximum rate of interest lawfully permitted to be collected, whichever is lesser.

Section 10.2 Right to Contest. Tenant shall have the right to contest any such mechanic's or other lien claim filed against the Leased Premises or any part thereof, if Tenant notifies Landlord in writing of its intention to do so, diligently prosecutes any such contest, at all times effectually stays or prevents any official or judicial sale of the Leased Premises under execution or otherwise, and pays or otherwise satisfies any final judgment adjudicating or enforcing such contested mechanic's or other lien and thereafter promptly procures record satisfaction and release of same.

Section 10.3 No Consent. Nothing in this Lease shall be deemed to constitute the ~~consent or request of Landlord to any contractor, subcontractor or material supplier for the~~ performance of any labor or the furnishing of any materials for any specific improvement to the Leased Premises. Notice is hereby given that Landlord has assumed no obligation and shall not be liable or responsible for or in connection with any labor or materials hereafter furnished to Tenant, or to any other party, whether on credit, or otherwise, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the Leased Premises, or Landlord's reversionary interest and estate therein.

## ARTICLE 11

### Compliance with Laws, Ordinances, etc.

Section 11.1 Compliance. Promptly following the commencement of the term hereof, and thereafter throughout the term of this Lease, Tenant shall, at Tenant's sole cost and expense, promptly remove of record any and all violations noted or filed against the Leased Premises, unless caused by Landlord, shall correct all conditions constituting violations, and shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, requirements and directives of all federal, state (including, without limitation, Environmental Regulations and ADA) and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Leased Premises and the sidewalks, alleyways, passageways, curbs and vaults adjoining the Leased Premises, or to the use or manner of use of the Leased Premises, or to the owners, tenants or occupants thereof, whether or not any such law, ordinance, order, rule, regulation, requirement or directive shall necessitate structural changes or improvements, or interfere with the use and enjoyment of the Leased Premises.

Section 11.2 Insurance Requirements. Tenant shall likewise, at Tenant's sole expense, observe and comply with the requirements of all policies of public liability and casualty insurance, and all other policies of insurance at any time in force with respect to the Leased Premises, and Tenant shall, in the event of any violation or any attempted violation of the provisions of this Article by any subtenant, space tenant or occupant, take all required steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same, as the case may be.



## ARTICLE 12

### Damage or Destruction

Section 12.1 Casualty. Notwithstanding any provisions of this Lease to the contrary, in the event that the Leased Premises shall be damaged or destroyed by fire or other casualty, whether or not covered by insurance, unless otherwise required by Landlord, Tenant shall promptly give written notice thereof to Landlord, and Tenant shall promptly repair, restore, replace, or rebuild the same, as nearly as may be practicable, to its condition and character immediately prior to such damage or destruction; and with at least the effect that upon the completion of such repairs, restoration, replacement or rebuilding, as the case may be, the Leased Premises shall be of a value and utility not less than the value and utility thereof immediately prior to the occurrence of such damage or destruction. Tenant's obligation to repair, restore, replace or rebuild shall be subject to the rights of the Mortgagee, which may elect to use such insurance proceeds to apply to amounts then secured by a Mortgage. Such restoration, repairs, replacements, rebuilding or alterations shall be commenced promptly and prosecuted with reasonable diligence, subject only to unavoidable delays. Subject only to the provisions of any Mortgage, the net insurance proceeds, if any, collected by Landlord and/or Tenant on account of such damage or destruction (except Rent and rental value insurance which proceeds shall be Landlord's sole property) shall be held in trust in form, substance and content approved by Landlord and the holder of the Mortgage and the holders of any future Mortgage then encumbering the Leased Premises, the same to be made available to Tenant (subject to periodic delivery to Landlord of appropriate architect's certifications as to the cost of the required work remaining until full completion, and certifications as to the absence of any liens, or encumbrances relating to such work) for use in making payments when due for the repairs, restoration or replacement required under this Article 12, and pursuant to such controls and subject to such approvals as Landlord, the Holder of the Mortgage or any holders of any other mortgages then encumbering the Leased Premises shall require, may be withdrawn as the work progresses. If such insurance money shall be insufficient to pay the entire cost of such work, Tenant agrees to pay the deficiency. At any time after the completion, in full, of such work, the whole balance of the insurance money not theretofore withdrawn pursuant to the foregoing provisions of this section shall be paid to Tenant, Landlord or the holder of the Mortgage as their interests shall appear.

Section 12.2 Restoration Controls. The provisions and conditions of Article 9 shall apply to the repairs, restoration or replacement required to be performed by Tenant under this Article 12.

Section 12.3 No Rent Abatement. In the event such destruction or damage shall make it impossible or unfeasible for Tenant to conduct business from all or any substantial portion of the Leased Premises, there shall be no reduction or abatement of Rent, and Tenant shall continue to pay the full Rent payable hereunder.

Section 12.4 Lease Not Affected. Notwithstanding any damage by fire or other casualty, the provisions of this Lease shall be unaffected thereby, and Tenant shall remain and continue liable for the payment of the Rent, Impositions and all other charges required to be paid by Tenant hereunder, as though such damage or destruction had not occurred. Tenant shall have no right to cancel or terminate this Lease due to such damage or destruction.

## ARTICLE 13

### Assignment

Section 13.1. No Assignment of Landlord's Interest. Landlord may not assign, transfer, hypothecate, pledge or mortgage the Land or the Landlord's interest under this Lease, without prior written consent of the Tenant, the holder of the Mortgage if there is a Mortgage then encumbering the Leased Premises, and the holders of any mortgages now or hereafter encumbering the Leased Premises. The lien of any mortgage entered into by Landlord and the rights of any such mortgagee thereunder shall be subject to the Lease, the terms hereof and to the rights of the holder of the Mortgage and the holders of any mortgages then encumbering the Leased Premises.

Section 13.2 No Assignment by Tenant. The Tenant may not assign its interests under this Lease except with the express written approval of the Landlord, which shall not be unreasonably withheld. The Landlord agrees to the collateral assignment of this Lease to any Mortgagee.

## ARTICLE 14

### Defaults

Section 14.1 Events of Default. There shall be an "event of default" hereunder and the Landlord may terminate this Lease upon thirty (30) days' notice to Tenant:

(a) If Tenant shall be in default in the performance of any of the terms, covenants, conditions and provisions of this Lease on Tenant's part to be performed (other than the covenants for the payment of Rent) and such default is not cured within thirty (30) days after written notice thereof given by Landlord; or if such default shall be of such nature that it cannot be cured completely within said thirty (30) day period, if Tenant shall not have promptly commenced curing such default within such period and shall not thereafter proceed with reasonable diligence and dispatch and in good faith to remedy such default; or

(b) If Tenant shall be in default in the payment of Rent and such default is not cured within thirty (30) days after the provision of notice pursuant to Article 19; or

(c) If Tenant shall seek relief under any provision of State or Federal Bankruptcy Law, shall make a general assignment for the benefit of its creditors, or invoke the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy be appointed for Tenant's property and such appointment is not vacated within thirty (30) days.

Section 14.2 Termination. If Landlord shall give the thirty (30) days' notice of termination provided in Section 14.1(a), then, upon the expiration of such thirty (30) day period, this Lease shall terminate as completely as if the date specified in such notice were the date herein fixed for the expiration of the term of this Lease by lapse of time, and Tenant shall then quit and surrender the Leased Premises to Landlord. If this Lease shall so terminate, it shall be lawful for Landlord, at its option, without formal demand or notice of any kind, to reenter the

Leased Premises by summary dispossession proceedings, or by any other lawful means, and to remove Tenant therefrom without being liable for any damage therefor. Any notices provided under this Article shall also be provided to Mortgagee.

Section 14.3 Remedies. Notwithstanding such termination, as provided in Section 14.2, and such reentry by Landlord, or in the event Landlord shall dispossess Tenant by summary proceedings, or otherwise, the obligations of Tenant shall survive and Tenant shall remain liable for all of its obligations hereunder for the balance of the term of this Lease, and shall reimburse Landlord for all such costs and expenses as Landlord may sustain or incur for attorneys' and accountants' fees and disbursements, brokerage, and/or putting the Leased Premises in good order, and for preparing the same for re-rental (including contributions to the cost of tenant alterations and installations and so-called "work-letter" expenses in connection therewith); and Landlord may re-let the premises, or any part or parts thereof, either in the name of Landlord, or otherwise, as agent for Tenant, on such conditions and for such term or terms as Landlord may deem advisable, if Landlord so elects, which terms may at Landlord's option be less than or exceed the unexpired period which would otherwise have constituted the remainder of the term of this Lease, and may grant rent concessions and other credits to the lessees (including credits or allowances to accommodate to the cost of tenant-installations and improvements and so-called "work-letter" commitments in connection therewith), and may charge a greater or lesser rental than that reserved in this Lease; and Tenant or the legal representatives of Tenant shall pay to the Landlord, as liquidated and agreed current damages for the failure of Tenant to observe and perform this Lease, and Tenant's undertakings and obligations hereunder, any deficiency between the Rent hereby reserved and/or covenanted to be paid, including all Impositions and other charges required to be paid by Tenant hereunder, and the net amounts, if any, of the rents collected on account of such re-lettings of the Leased Premises for each month of the period which would otherwise have constituted the unexpired term of this Lease, if this Lease had remained in effect. The failure or refusal of Landlord to re-let the premises, or any part or parts thereof, shall not release or affect Tenant's liability for Rent and/or damages. In computing such current damages there shall be added to the said deficiency all such costs and expenses as Landlord may sustain or incur in connection with re-letting, such as attorneys' and accountants' fees and disbursements, brokerage commissions, advertising expenses, and the cost to keep and maintain the Leased Premises in good order and repair, and to prepare the same for re-letting, including contributions to the cost of tenant alterations and installations, and necessary expenses in connection therewith, if any. Tenant shall pay such current damages (herein called the deficiency") to Landlord monthly, in advance, on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly deficiency as the same shall arise or accrue. At any time after any such expiration or termination, whether or not Landlord shall have collected any monthly deficiencies, as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant, to the fullest extent permitted by law, shall pay to Landlord, on demand as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present worth of the excess of the Rent, Impositions and other charges reserved under this Lease from the date of such expiration or termination for what would have been the then unexpired term of this Lease if the same had remained in effect, above the then fair market rental value of the Leased Premises for the same period.



Section 14.4 No Release. Landlord, in putting the Leased Premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs, replacements, and/or decorations in the Leased Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the Leased Premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable or responsible for any failure to re-let the Leased Premises, or any part thereof, or, in the event that the Leased Premises are re-let, for failure to collect any rent due upon any such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of the total rental collected over the sums otherwise payable by Tenant to Landlord hereunder.

Section 14.5 Waiver. Tenant hereby waives, so far as permitted by law, the service of any notice of intention to enter or re-enter provided for in any statute, or the institution of legal proceedings to that end; and Tenant, for itself, and for and on behalf of any and all persons claiming through or under Tenant (including, but not limited to, any creditors of Tenant, any subtenant, any assignee for the benefit of creditors of either, or, to the fullest extent now or hereafter permitted by law, any receiver or trustee of Tenant or any subtenant, or of the assets of either) also waives any and all rights of redemption or re-entry or repossession or to redeem or restore the operation of this Lease in the event that Tenant shall be dispossessed by a judgment or by a warrant or order of any court or judge, or case of entry, re-entry, or repossession by Landlord, or in case of any expiration or termination of this Lease. Landlord and Tenant also, so far as permitted by law, hereby waive and will waive any and all right to a trial by jury in the event that summary proceedings to dispossess shall be instituted by Landlord, and in any action, proceeding or counterclaim brought by either Landlord or Tenant against the other on any matters whatsoever arising out of, or in any way connected with this Lease, including, but not limited to, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any claim of injury or damage. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Tenant waives any legal requirement for notice of intention to re-enter and any right of redemption otherwise available to Tenant, whether by statute or otherwise.

Section 14.6 No Waiver. The remedies of Landlord and Tenant provided in this Lease are cumulative and shall not exclude any other remedies to which either may be lawfully entitled. The failure of either party to insist upon strict performance by the other of any term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition by the non-objecting party for the future. Acceptance of Rent by Landlord with knowledge of an existing breach of any covenant shall not be deemed a waiver of such breach. No waiver or change or any provision of this Lease shall be effective unless contained in a written instrument signed by both Landlord and Tenant.

## ARTICLE 15

### Landlord's Option to Purchase

Section 15.1 Option to Purchase. Tenant hereby grants Landlord an exclusive and irrevocable option to purchase the Building and all fixtures and appurtenances to such Building along with Tenant's interest in this Lease, at any time during the term of the lease, at a price equal to the then-appraised market value of the Building as determined by a qualified MAI

appraiser selected by Landlord. Appraisals performed hereunder shall assume a new forty (40) year lease term for purposes of valuation. If Tenant agrees with the appraisal obtained by Landlord, the Tenant shall proceed to sell Tenant's interest to Landlord at the appraised fair market value, under such other terms and conditions as agreed by the parties. If Tenant gives notice to Landlord that it does not agree with Landlord's appraisal, Tenant shall have sixty (60) days obtain a bona fide certified appraisal and shall sell Tenant's interest to Landlord at the average of the two appraisals. This option shall remain in force until the termination of this Lease, as such is lawfully terminated pursuant to the provisions herein. Landlord may exercise such option at any time during the term of the Lease, subject to providing written notice of its exercise to Tenant. Closing shall be held on or before the 120<sup>th</sup> day after Landlord has delivered written notice of its exercise to Tenant. Any option to purchase may only be authorized by the respective governing bodies of the City of Baraboo and Sauk County.

Section 15.2 Right of First Refusal. Tenant grants unto Landlord the exclusive and irrevocable right of first refusal to purchase, upon the terms and conditions set forth, the Building to be constructed on the Property and all fixtures and appurtenances to such Building. This right of first refusal shall remain in force until the termination of this Lease, as such is lawfully terminated pursuant to the provisions herein. Tenant shall notify Landlord of any bona fide offer acceptable to Tenant within two (2) business days of Tenant's receipt of such bona fide offer. This right of first refusal may be exercised by Landlord within fourteen (14) days of Landlord's receipt of such offer, by delivering in person or mailing written notice to Tenant of Landlord's intent to exercise its right of first refusal. Upon Landlord's exercise of its right of first refusal, closing shall occur on or before the 45th day after Landlord has delivered the required written notice to Tenant of its intent to exercise this right of first refusal, or as soon thereafter as the parties otherwise agree.

Section 15.3 Closing. Upon the closing under either subsection above, if at the time of Landlord's exercise of its option Tenant has defaulted under the Lease and has failed to cure such default in the time provided for hereunder, such purchase price shall be reduced by any financial obligations then owing by Tenant to Landlord, as well as a reduction for all of Landlord's actual, out-of-pocket costs incurred as a direct result of such default. Upon closing, the Mortgage must be paid in full, and title to the Building and all interest in this Lease shall be transferred to Landlord, free and clear of all mortgages, claims, liabilities, liens, judgments and other exceptions. Current rents, utilities, and taxes shall be adjusted and prorated as of the date of vesting of title in Landlord, as well as any special assessments, whether levied or finally confirmed or otherwise. The cost of revenue stamps, if any, notary fees, and expenses of confirming title in proper condition shall be paid in full by Tenant. The cost of preparing a bill of sale and other conveyance documents shall be paid by Landlord. Complete and exclusive possession shall be delivered by Tenant upon closing. The Building shall be delivered in the same condition as when constructed, ordinary wear and tear excepted, unless the parties agree otherwise.

## ARTICLE 16

### Entry by Landlord and Tenant; Performance of Covenants

Section 16.1 Entry. Tenant and Landlord shall have full and complete access to the Premises during normal business hours (and at any time in cases of emergency) for the purpose

of inspection thereof and for showing the Leased Premises to persons wishing to purchase or rent the same, or in connection with mortgage or other financing.

Section 16.2 Cure of Covenants. If Tenant shall be in default hereunder, Landlord may, with or without declaring an "event of default", upon ten (10) days' prior notice to Tenant, or without notice in case of an emergency, cure such default on behalf of Tenant (unless Tenant shall itself, within such period, commence and thereafter diligently proceed to cure such default), and for the purpose thereof may enter upon the Leased Premises and upon demand Tenant shall reimburse Landlord for any reasonable and necessary expenses incurred to effect such cure, ~~together with interest thereon at the Interest Rate (or the maximum rate which may be legally collected), whichever is lesser.~~

Section 16.3 No Eviction. No entry of Landlord or its employees, agents or representatives, or by any other party at the direction of Landlord, shall ever be construed or interpreted as an ouster of Tenant from possession or as a constructive eviction or to alter, diminish or abate Landlord's rights or Tenant's obligations under this Lease.

## ARTICLE 17

### Certificates

Section 17.1 Estoppel Certificates. Landlord and Tenant each agrees, at any time, and from time to time, upon not less than ten (10) days' prior written notice to the other, to execute, acknowledge and deliver to the other, or to the holder of the Mortgage or any existing or prospective mortgagee, or to any prospective purchaser, assignee or sublessee of the Leased Premises, a statement or certificate in writing setting forth the Rent, Impositions and other charges then payable, and specifying each element thereof, and certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect, as modified, and setting forth the modifications), and the dates to which the Rent, Impositions, and other charges payable hereunder have been paid, and stating (to the extent known to the party so certifying) whether or not the other party is in default in keeping, observing or performing any of the terms contained in this Lease and, if in default, specifying each such default (limited, as regards the other party's defaults, to those defaults of which the party so certifying has actual knowledge). It is intended that any such statement or certificate delivered pursuant hereto may be relied upon by Landlord or Tenant, by the holder of the Mortgage and any prospective purchaser, assignee or sublessee of the Leased Premises, or by any existing or prospective mortgagee, or lender, but reliance on such certificate may not extend to any default of either Landlord or Tenant as to which the party certifying shall have no actual knowledge at the time of the making of such statement or certificate.

## ARTICLE 18

### Notices

All notices, demands, consents, or requests under this Lease must be in writing and shall be sent postage prepaid by registered or certified mail addressed to the following parties:

If to Landlord, to: Cheryl M. Giese  
Baraboo City Clerk  
135 4<sup>th</sup> Street  
Baraboo, WI 53913

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With a copy to: Rebecca DeMars  
Sauk County Clerk  
505 Broadway Street  
Baraboo, WI 53913

If to Tenant, to: Timothy P. Baldwin, Jr.  
Bluffstone, LLC  
1805 State Street, Suite 103  
Bettendorf, IA 52722

With a copy to: Benjamin A. Yeggy  
Attorney At Law  
Gomez May LLP  
2322 E. Kimberly Road  
Davenport, IA 52807

If to Mortgagee: Bank of Wisconsin Dells  
P.O. Box 448  
Lake Delton, WI 53940

or to such other address as either party may by like notice designate. Notice to the Mortgagee shall apply to successors or assigns of Bank of Wisconsin Dells and any future Mortgagee, with such address for notice to be provided by such successor, assign or future Mortgagee. Notices, demands, consents or requests served or given as aforesaid shall be deemed sufficiently served or given for all purposes hereunder on the day on which such mailing shall occur provided, however, that in lieu of such notice by United States Registered or Certified Mail, then the party delivering the notice may do so by personal delivery to the addresses above specified, or by delivery to a recognized overnight courier system. Either party shall have the right to change the address to which notices shall thereafter be sent by giving notice to the other party as aforesaid, but not more than two addresses shall be in effect at any given time for Landlord and Tenant hereunder.

## ARTICLE 19

### Additional Obligations of Landlord

Section 19.1 Assistance for Tax Treatment and Payment in Lieu of Taxes Landlord will assist, upon request by Tenant, in obtaining any favorable tax treatment with respect to the Leased Premises constructed pursuant to this Article 19 that is allowable under then current law. Landlord shall not be obligated to provide Tenant with legal or tax advice or undertake any liability whatsoever. Tenant will be responsible for all taxes on the property if the property is not tax-exempt. ~~In the event that the Project shall become property tax-exempt, Tenant shall pay to the City of Baraboo a payment in lieu of taxes ("PILOT") in payment of services and facilities provided the Project and Tenant by the Landlord. The PILOT shall consist of the fair market value of the Project multiplied by the then City mil rate. The PILOT payment shall be due and owing in such amounts and at the same times as if the PILOT were a payment of property taxes.~~

Section 19.2 Access Landlord hereby grants to Tenant, its agents, employees, contractors, licensees, invitees, guests, and to all occupants of the Project the right of ingress and egress over and upon all real property now or hereafter owned by Landlord which is adjacent to or having a boundary contiguous with the Leased Premises in order that Tenant, its agents, employees, contractors, licensees, invitees, guests and all occupants of the Project may have reasonable access from a dedicated public right-of-way to and from the Leased Premises of sufficient size and area to facilitate the use and occupancy of the Leased Premises and reasonable pedestrian and vehicular access from and between such public right-of-way and the Leased Premises over the sidewalks, walkways, roads, streets and drives whether now existing or constructed in the future, located thereon.

In addition, Landlord hereby grants to Tenant, its agents, employees, officers, partners and contractors, construction easements adjoining all boundary lines of the Leased Premises of sufficient size and area to allow Tenant to construct, rebuild, alter, repair and maintain the Project. The right of ingress and egress granted hereby shall constitute a covenant running with the Leased Premises and such other real property owned by Landlord and shall expire upon the expiration of the Lease Term. The right of ingress and egress granted hereby shall include the right of reasonable access to and from the Leased Premises and any dedicated public right-of-way located adjacent to real property owned by Landlord as well as convenient access between the Leased Premises and the portion of the campus of University of Wisconsin-Baraboo/Sauk County, which is not subject to the terms and provisions of this Lease. The rights of ingress and egress granted hereby shall in no way restrict the Landlord from imposing reasonable restrictions, rules and regulations upon the sidewalks, walkways, roads, streets and drives located upon real property owned by Landlord. So long as reasonable ingress and egress is perpetually available as described above, Landlord shall in no way be prohibited from exercising any of its rights to develop, control, lease, sell, or encumber any of the real property owned by Landlord and vehicular access from the between the Leased Premises and any public right-of-way shall be restricted to the roads, streets and drives intended for vehicular ingress and egress which are now or may hereafter be constructed on the real property owned by Landlord and such vehicular ingress and egress shall be subject to the reasonable rules and restrictions generally imposed by Landlord upon all vehicular traffic utilizing such private roads, streets and drives.



**ARTICLE 20**  
**Miscellaneous**

Section 20.1 Quiet Possession. Landlord covenants that Tenant shall peaceably and quietly enjoy the Leased Premises for as long as Tenant performs and observes its obligations hereunder.

Section 20.2 Holding Over by Tenant. In the event of holding over by Tenant after expiration or termination of this Lease or any Extended Term hereof, and any extension for or renewal thereof, ~~without the written consent of Landlord, Tenant shall pay Rent two times the~~ then Rental, Impositions and other charges that would be due if the lease had not expired or terminated for the entire holdover period. No holding over by Tenant after the term of this Lease shall operate to extend the Lease; in the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other lessee to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

Section 20.3 Modifications and Approvals. Landlord agrees that in the event it becomes necessary or desirable for Landlord to approve in writing any ancillary documents concerning the construction, operation or maintenance of the Project or to alter or amend any such ancillary agreements between Landlord and Tenant regarding the construction, operation or maintenance of the Project or to give any approval or consent of Landlord required under the terms of this lease, or to execute any certificate pursuant to this Lease, Landlord hereby authorizes, designates and empowers the following officers of Landlord to execute, on its behalf, any such agreement, approvals or consents necessary or desirable: the Chief Facilities Officer of University of Wisconsin – Baraboo/Sauk County or his successors in function.

Section 20.4 Inspection by Landlord. Landlord, in person or by or through its agents and representatives, shall have the right to enter upon portions of the Leased Premises not leased to sublessees for the purpose of inspection of same from time to time to assure Tenant's compliance with this Lease after reasonable notice of Landlord's intention to inspect the Leased Premises, and Landlord agrees that such inspection shall be during reasonable normal business hours.

Section 20.5 Run with Premises. The terms, covenants, conditions and agreements herein contained shall constitute a covenant running with the land and run with the Leased Premises and shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

Section 20.6 Captions. The captions of this Lease are for convenience and ease of reference only, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease, and shall be disregarded in the interpretation hereof.

Section 20.7 Severable. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder hereof shall remain unaffected thereby and shall continue in full force and effect.

Section 20.8 Counterparts. This Lease agreement may be executed in several counterparts, and any signed counterpart shall constitute a legal original for all purposes. Any such counterparts may be introduced into evidence in any action or proceeding without having to produce the others.

Section 20.9 Interpretation. It is acknowledged that in preparation of this Lease, contributions have been made by representatives of both Landlord and Tenant, and that Landlord and Tenant each waived any and all rights, either at law or in equity, to have this Lease, or any term or provision herein contained, construed in favor of either party over the other.

Section 20.10 Entire Agreement. This instrument contains the entire agreement between the parties hereto with respect to the leasing of the Leased Premises by Landlord to Tenant; and no oral statements, agreements or representations not embodied in this instrument shall have any force or effect. This instrument shall not be modified or amended in any manner except in writing, by instrument executed by both parties. If there is a Parking Lot Lease executed in conjunction herewith and if and to the extent that such parking lot rights are the subject matter of any relevant issue, then the Parking Lot Lease shall be constructed in connection herewith.

Section 20.11 Interpretation of Terms. All personal pronouns used in this agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Section 20.12 Applicable Law. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease.

Section 20.13 No Partnership or Business Relationship. This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant.

Section 20.14 Brokers. Tenant hereby indemnifies Landlord and agrees to hold Landlord harmless from and against the claim of any realtor, broker or agent with whom Tenant may have dealt with regard to this Lease, or the Leased Premises.

Section 20.15 No Merger of Title. Except upon expiration of the Term of this Lease or upon termination of this Lease pursuant to express right to do so set forth herein, there shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate (including the Project or any other Improvements hereafter situated upon the Leased Premises), and (b) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate (including the reversionary interest in the Project or any other Improvement hereafter situated upon the Leased Premises), unless and until all persons having any interest in (i) this Lease or the Leasehold estate created by this Lease, and (ii) the fee estate in the Leased Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

Section 20.16 Approvals of Landlord. Except as may otherwise be provided in this Agreement, whenever the approval of the Landlord is required, the University of Wisconsin – Baraboo/Sauk County Campus Commission is authorized to make such approval.

Section 20.17 Maintenance. Landlord shall cause the Land to be maintained in a neat and orderly manner prior to the commencement of Lease. Upon the commencement of Lease, Tenant shall be responsible for the maintenance of the Land. Tenant shall cause the Land to be maintained in a neat and orderly manner, including regular grass cutting, weed control and snow removal.

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Section 20.18 Nondiscrimination/Affirmative Action. In connection with the performance of this Lease and pursuant to sec. 16.765, Wis. Stats., Lessee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, sex, physical condition, developmental disability as defined in sec. 51.01(5), Wis. Stats., sexual orientation as defined in sec. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection of training, including apprenticeship. Except with respect to sexual orientation, the Lessee agrees to take affirmative action to ensure equal employment opportunities.

IN WITNESS WHEREOF, Landlord and Tenant have each duly executed this instrument as of the date and year first above written.

*[signature pages follow]*



LANDLORD:

Sauk County, a political subdivision of the State of Wisconsin and the City of Baraboo, a Wisconsin Municipal Corporation

By: Wisconsin Baraboo-Sauk County Campus Commission

By: 

Phil Wedekind, Chair

Authorized by University of Wisconsin-Baraboo/Sauk County Campus Commission resolution at its January 16, 2014 meeting.

STATE OF WISCONSIN )  
COUNTY OF SAUK ) SS:

On this 12 day of February, 2014 before me, the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Phil Wedekind, to me personally known, who being by me duly sworn did say that he is the Chair of the University of Wisconsin-Baraboo/Sauk County Campus Commission, the commission executing the within and foregoing Lease on behalf of Sauk County and the City of Baraboo, to which this is attached; that said commission has no seal; that said instrument was signed on behalf of said commission by authority of its Commission and that Phil Wedekind as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said commission by it and by them voluntarily executed.

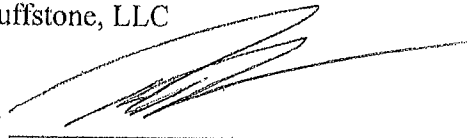
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

By: 

Notary Public TODD J. LIEBMAN

MY COMMISSION IS PERMANENT

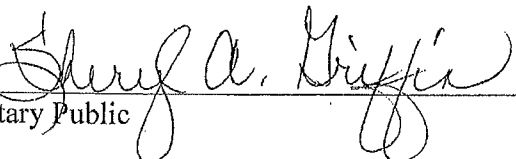
TENANT:  
Bluffstone, LLC

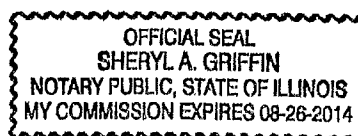
By   
Timothy P. Baldwin, Jr., Managing Member

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF SCOTT            )

On this 18 day of February, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy P. Baldwin, Jr., to me personally known, who being by me duly sworn did say that he is the Managing Member of Bluffstone, LLC, the limited liability company executing the within and foregoing Lease to which this is attached; that said company has no seal; that said instrument was signed on behalf of said company by authority of its members and that Timothy P. Baldwin, Jr. as such Managing Member, acknowledged the execution of said instrument to be the voluntary act and deed of said company by it and by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

By   
Notary Public



## CORRECTION INSTRUMENT

DOC#: 1089194

Recorded  
March 17, 2014 2:00 PM*Diane Mears*REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD  
Fee Amount: \$30.00

## TYPE OR PRINT CLEARLY IN BLACK OR RED INK

AFFIANT, Diane Mears, hereby swears or affirms that a certain document which was titled as follows: Bank of Wisconsin Dells PO Box 490 Wisconsin Dells, WI 53965, recorded on the 4th day of March, 2014, as Document Number 1088773 and was recorded in Sauk County, State of Wisconsin, contained an error in the following:

Legal Description

Grantor

Grantee

X Other (Please explain; attach addendum if necessary)

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:  
Wisconsin River Title Consultants, LLC  
408 Linn St.  
Baraboo, WI 53913

20  
18

206-0038-00000 p/n

Parcel Identification number

The information to be corrected should be read as follows: (attach addendum if necessary)

Document recorded with the erroneous title of: Bank of Wisconsin Dells PO Box 490  
Wisconsin Dells, WI 53965

The correct title of the document should be: Memorandum Lease

(A copy of the first page of the original document, legal description and pages containing the portion (s) of the original document to be corrected MUST be attached.)

Dated: March 17, 2014 *DM*Signed: *Diane Mears*

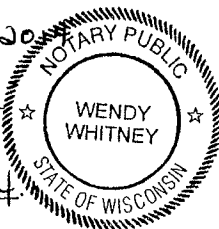
Diane Mears

Subscribed and sworn before me

this 17<sup>th</sup> day of March, 2014*Wendy Whitney*

Notary Public, Sauk County, Wis.

My commission expires 7-6-14



AFFIANT is the (check one)

Drafter of the document being corrected

Owner of the property described in the

Document being corrected

X Other- Settlement Agent

This instrument is drafted by: Diane Mears

\*Names of persons signing in any capacity must be typed or printed below their signature

Document Number

**MEMORANDUM OF LEASE**

## Recording Area

RETURN TO  
Bank of Wisconsin Dells  
PO Box 490  
Wisconsin Dells, WI 53985

Tax Parcel No.:  
206-0038-00000 p/o

A leasehold interest in and to the following described parcel as created in Lease by and between Sauk County, a political subdivision of the State of Wisconsin and the City of Baraboo, a Wisconsin Municipal Corporation, represented by the University of Wisconsin-Baraboo/Sauk County Campus Commission (collectively the "Landlord"), and The Villas at Baraboo, LLC, an Iowa limited liability company, as assignee of Bluffstone, LLC, an Iowa limited liability company, dated February 18, 2014 a Memorandum of which has been recorded as Document No. 1088773

A parcel of land in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), Section 27, Township 12 North, Range 6 East, City of Baraboo, Sauk County Wisconsin, more particularly described as follows:  
Commencing at the Southeast corner of Section 27, T12N, R6E; thence North 01 degrees 09' 29" East 269.79 feet along the East line of the Southeast 1/4 of said Section 27; thence North 70 degrees 20' 02" West, 421.76 feet to the point of beginning of this legal description; thence North 70 degrees 20' 02" West, 413.84 feet; thence North 04 degrees 53' 17" East, 169.91 feet; thence South 70 degrees 20' 02" East, 457.18 feet; thence South 19 degrees 39' 58" West 164.29 feet to the Point of Beginning.

Together with all improvements located or to be located on the Land pursuant to the terms of said Lease.

*This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information, such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.*

DOC#: 1088773

Recorded  
March 04, 2014 11:25 AM*Shant Bailey*REGISTRAR'S OFFICE  
SAUK COUNTY, WI  
RECEIVED FOR RECORD  
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(b)

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### MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is entered into as of February 28, 2014 (the "Effective Date"), by and between Sauk County, a political subdivision of the State of Wisconsin and the City of Baraboo, a Wisconsin Municipal Corporation, (collectively referred to as "Landlord") represented by the University of Wisconsin-Baraboo/Sauk County Campus Commission and The Villas at Baraboo, LLC, an Iowa limited liability company, as the assignee of Bluffstone, LLC, an Iowa limited liability company, whose address is 1805 State Street, Suite 103, Bettendorf, Iowa 52722 ("Tenant").

1. **LANDLORD'S PREMISES.** Landlord owns the parcel of real property particularly described in Exhibit A ("Premises").

2. **LEASE.** Landlord and Tenant have entered into a Lease Agreement dated as of February 18, 2014 (as further amended, modified, renewed, or extended from time to time, the "Lease").

3. **DEMISE OF PREMISES.** In accordance with the Lease, Landlord has demised to Tenant the Premises.

4. **TERM.** The Initial Term of the Lease ends on February 28, 2014 as defined in the Lease, unless terminated sooner under the Lease. The Tenant has an option to extend the Lease for an additional 20 year period at the expiration of the Initial Term.

5. **CONSTRUCTION OF BUILDING.** Tenant is constructing a Building (also referred to as the Project), as defined in the Lease, on the Premises, which shall be owned in fee interest by Tenant, subject to the reversionary rights of the Landlord as set forth in the Lease.

6. **OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL.** Tenant has granted Landlord both an option to purchase and a right of first refusal in regards to purchasing the Building, the terms of which are set forth in the Lease.

7. **ASSIGNMENT.** The Lease has been assigned by Tenant to The Villas at Baraboo, LLC, pursuant to Section 13.2 of the Lease.

8. **NO EFFECT ON LEASE.** This Memorandum is prepared, signed, and acknowledged solely for recording purposes under Wisconsin law. This Memorandum does not modify, increase, decrease, or in any other way affect the rights, duties, and obligations of Landlord and Tenant under the Lease. If the Lease and this Memorandum conflict, the Lease governs.

9. **TERMINATION.** This Memorandum shall automatically terminate and be of no force or effect upon any termination of the Lease.

10. **COUNTERPARTS.** This Memorandum may be executed in any number of counterparts and all counterparts taken together shall be deemed to constitute one and the same instrument and shall be effective when the parties have each signed a copy thereof (whether the same or different copies).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the Effective Date.

**LANDLORD:**

Sauk County, a political subdivision of the State of Wisconsin and the City of Baraboo, a Wisconsin Municipal Corporation

By: University of Wisconsin-Baraboo/Sauk County Campus Commission

By: Philip J. Wedekind  
Phil Wedekind, Chair  
a/k/a Phillip J. Wedekind

**TENANT:**

THE VILLAS AT BARABOO, LLC  
an Iowa limited liability company

By: Timothy P. Baldwin, Jr.  
Timothy P. Baldwin, Jr., Managing Member

STATE OF WISCONSIN     )  
                                  ) ss:  
COUNTY OF Sauk     )

The above instrument was signed before me on this 3rd day of March, 2014, by Phil Wedekind, Chair of the University of Wisconsin-Baraboo/Sauk County Campus Commission.  
\*a/k/a Phillip J. Wedekind

Dani Meun  
Notary Public in and for said State  
My commission expires 3/25/15



STATE OF IOWA     )  
                                  ) ss:  
COUNTY OF SCOTT     )

The above instrument was signed before me on this \_\_\_\_ day of February, 2014, by Timothy P. Baldwin, Jr. as Manager of The Villas at Baraboo, LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for said State

CONSENT TO ASSIGNMENT

Bluffstone, LLC hereby acknowledges that its interest under the Lease has been assigned to The Villas at Baraboo, LLC, as referenced in Paragraph 7 of this Memorandum of Lease.

Bluffstone, LLC

By 

\_\_\_\_\_  
Timothy P. Baldwin, Managing Member

STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF SCOTT        )

The above instrument was signed before me on this \_\_\_\_ day of February, 2014, by Timothy P. Baldwin, Jr. as Managing Member of Bluffstone, LLC, an Iowa limited liability company.

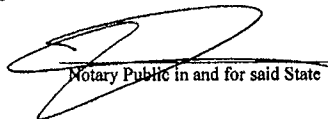
\_\_\_\_\_  
Notary Public in and for said State



STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF SCOTT        )

The attached Memorandum of Lease was signed before me on this 28<sup>th</sup> day of February, 2014, by Timothy P. Baldwin, Jr., as Manager of The Villas at Baraboo, LLC, an Iowa Limited Liability Company.

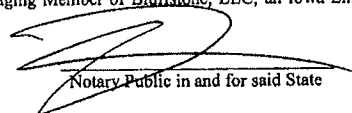


  
Notary Public in and for said State

STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF SCOTT        )

The attached Consent to Assignment was signed before me on this 28<sup>th</sup> day of February, 2014, by Timothy P. Baldwin, Jr., as Managing Member of Bluffstone, LLC, an Iowa Limited Liability Company.



  
Notary Public in and for said State

**EXHIBIT A****PREMISES****Legal Description of Real Estate:**

A parcel of land in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), Section 27, Township 12 North, Range 6 East, City of Baraboo, Sauk County Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Section 27, T12N, R6E; thence North 01 degrees 09' 29" East 269.79 feet along the East line of the Southeast 1/4 of said Section 27; thence North 70 degrees 20' 02" West, 421.76 feet to the point of beginning of this legal description; thence North 70 degrees 20' 02" West, 413.84 feet; thence North 04 degrees 53' 17" East, 169.91 feet; thence South 70 degrees 20' 02" East, 457.18 feet; thence South 19 degrees 39' 58" West 164.29 feet to the Point of Beginning.

Parcel No. 206-0038-00000 p/o

## NBR-3

RESOLUTION NO. 2021 -

Dated: July 13, 2021

## The City of Baraboo, Wisconsin

**Background:** The resignation of the City's Finance Director has left a vacancy for several months and the City recognizes that current staff has taken on additional responsibilities and job duties that were previously assigned to the Finance Director.

The Finance/Personnel Committee recommends that, until a new Finance Director can be hired, the City Clerk and City Treasurer continue to assume certain responsibilities while maintaining the duties & responsibilities of their current positions.

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

**Comments:** Funds to cover these wages are available in the Finance Budget.

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

THAT until a new Finance Director is hired, the City Clerk and City Treasurer will continue to maintain the additional responsibilities and job duties created by this vacancy. Retroactive to the May 21, 2021 resignation of the Finance Director, additional compensation is approved as follows until a new Finance Director begins employment:

City Clerk, 10% per hour  
City Treasurer, 10% per hour

**Offered by:** Finance/Personnel Comm. **Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

**Certified by Clerk:** \_\_\_\_\_

RESOLUTION NO. 2021-

Dated: July 13, 2021

## The City of Baraboo, Wisconsin

**Background:** The Library Board and the City of Baraboo have been working on the Carnegie-Schadde Memorial Public Library, (previously known as Baraboo Public Library) building project for the past several years. The Library Board hired the team of MSA and Quinn/Evans for the Planning and Design Services for the project. The project is scheduled for bidding during the months of June and July 2021. The CDA intends to borrow the money to finance this project from the US Dept. of Agriculture and one of the requirements of the loan is that the CDA own the property. Accordingly, since the City of Baraboo is the current owner of the project site, it is necessary to convey the property to the CDA.

The purpose of this resolution is to approve the conveyance of the property at 222 and 230 4<sup>th</sup> Avenue, 622 Birch Street and 227 5<sup>th</sup> Avenue to the Community Development Authority of the City of Baraboo.

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

WHEREAS, the City of Baraboo is the owner of Tax Parcels 206-1394-00000, 206-1395-00000, 206-1396-00000, and 206-1397-00000, a 1.094-acre site located at 222 and 230 4<sup>th</sup> Avenue, 622 Birch Street, and 227 5<sup>th</sup> Avenue; and,

WHEREAS, the construction of an addition to the Carnegie-Schadde Memorial Public Library (previously known as Baraboo Public Library and the remodeling of the existing Library building has been authorized on said property by the City Council and the Community Development Authority; and

WHEREAS, the CDA will finance this project with a 40-year low interest loan from the US Department of Agriculture; and

WHEREAS, the USDA requires that the loan applicant own the building as well as the underlying land, at least until the loan is repaid in full.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That upon USDA's approval of the CDA's pending loan application to finance the City's portion of this project, the property owned by the City of Baraboo at 222 4<sup>th</sup> Avenue, 230 4<sup>th</sup> Avenue, 622 Birch Street, and 227 5<sup>th</sup> Avenue, being approximately 1.094 acres, more particularly described by the following, be sold to the Community Development Authority of the City of Baraboo for the cost of \$1.00:

Land that is Lots 6, 7, 8 and 9 and parts of Lots 4, 5 and 10 in Block 21 of the Original Plat of the City of Baraboo (formerly Adams), located in the NW<sup>1</sup>/<sub>4</sub> - SE<sup>1</sup>/<sub>4</sub> and the SW<sup>1</sup>/<sub>4</sub> - SE<sup>1</sup>/<sub>4</sub> of Section 35, T12N, R6E in the City of Baraboo, Sauk County, Wisconsin described as follows:

Lots 1 and 2, Sauk County Certified Survey Map No. 7000, containing a total area of 1.094 acres.

**Offered by:** Finance/Personnel Comm.

**Motion:**

**Second:**

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

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



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FUNDING | PLANNING | ENVIRONMENTAL  
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DOCUMENT #: **1214608**

Recorded: 03-02-2021 at 1:45 PM

BRENT BAILEY

SAUK COUNTY REGISTER OF DEEDS

REGISTRAR'S OFFICE

Sauk Co, WI

RECEIVED FOR RECORD

Fee Amount: \$30.00

:

PROJECT NO. 18603002  
DRAWN BY: EJS  
CHECK BY: KRZ  
SHEET NO. 1 OF 2  
FIELDWORK COMPLETED: 4/8/20

CLIENT:

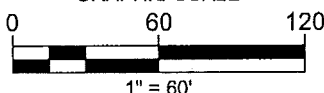
BARABOO PUBLIC LIBRARY  
230 FOURTH AVENUE  
BARABOO, WI 53913

SAUK COUNTY CERTIFIED SURVEY MAP No. **7000**

LOTS 6, 7, 8, AND 9 AND PARTS OF LOTS 4, 5, AND 10 ALL IN  
BLOCK 21 OF ORIGINAL PLAT OF THE CITY OF BARABOO  
(FORMERLY ADAMS), LOCATED IN THE NW  $\frac{1}{4}$  - SE  $\frac{1}{4}$  AND THE  
SW  $\frac{1}{4}$  - SE  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 12 NORTH, RANGE 6  
EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



GRAPHIC SCALE

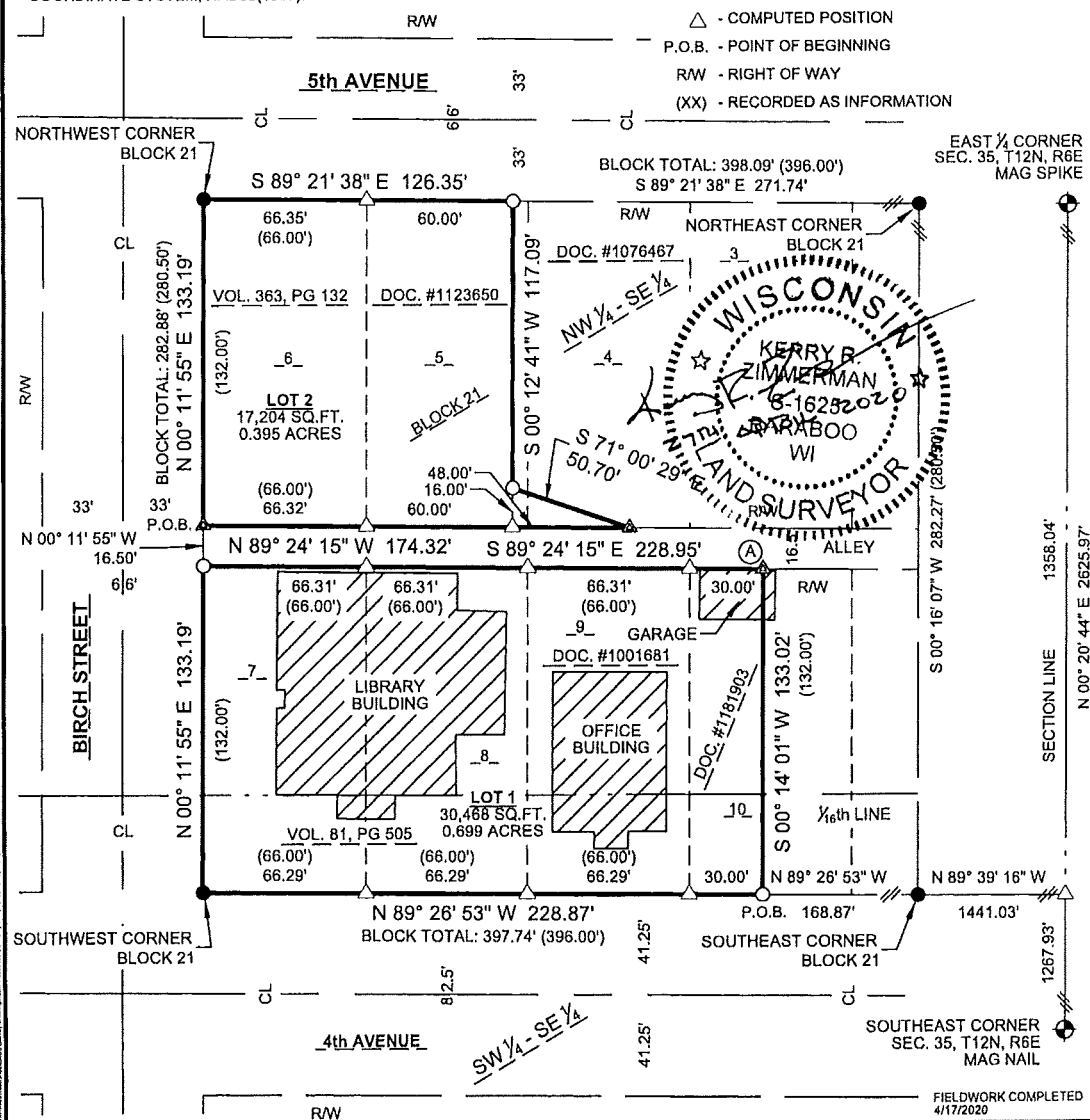


### LEGEND

- ◆ - GOVERNMENT CORNER FOUND AND VERIFIED AS NOTED, SEE USPLS MONUMENT RECORD
- - 0.75" IRON ROD, FOUND
- - 0.75" X 18" IRON ROD, 1.5 #/FT., SET
- ▲ - 4.5" MAG SPIKE, SET
- △ - COMPUTED POSITION
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT OF WAY
- (XX) - RECORDED AS INFORMATION

THE EAST LINE OF THE SE  $\frac{1}{4}$  OF SEC. 35, T12N, R6E WAS ASSIGNED A BEARING OF N00°20'44"E AND IS REFERENCED TO THE SAUK COUNTY COORDINATE SYSTEM, NAD83(1997).

NOTE:  
MAG SPIKE AT POINT (A) SET NORTH 0.2' AND WEST 4.4' FROM GARAGE CORNER.



1/11 LTR

Pa 7000

FIELDWORK COMPLETED  
4/17/2020



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(608) 356-2771 www.msa-ps.com  
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PROJECT NO.	18603002
DRAWN BY:	EJS
CHECKED BY:	KRZ
SHEET NO.	2 OF 2
FIELDWORK COMPLETED:	4/8/20

SAUK COUNTY CERTIFIED SURVEY MAP No. 7000

LOTS 6, 7, 8, AND 9 AND PARTS OF LOTS 4, 5, AND 10 ALL IN BLOCK 21 OF ORIGINAL PLAT OF THE CITY OF BARABOO (FORMERLY ADAMS), LOCATED IN THE NW  $\frac{1}{4}$  - SE  $\frac{1}{4}$  AND THE SW  $\frac{1}{4}$  - SE  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 12 NORTH, RANGE 6 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, KERRY R. ZIMMERMAN, Wisconsin Professional Land Surveyor #S-1625 hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter AE-7 of the Wisconsin Administrative Code, and Chapter 18 of the City of Baraboo Ordinances, that under the direction of Thomas Pinlon, Representative of owner, that I have surveyed, divided, and mapped this Certified Survey Map. That such Certified Survey Map correctly represents all exterior boundaries of the land surveyed to the best of my knowledge and belief; and that this land is Lots 6, 7, 8, and 9 and parts of Lots 4, 5, and 10 All in Block 21 of Original Plat of the City of Baraboo (formerly Adams), located in of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 35, Township 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, containing 47,672 Square Feet or 1.094 acres of land more or less and more particularly described as follows:

**LOT 1:**

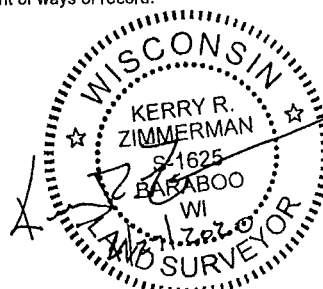
Commencing at the Southeast corner of Section 35;  
thence North 00° 20' 44" East along the East line of the Southeast Quarter of said Section 35 a distance of 1267.93 feet;  
thence North 89° 39' 16" West a distance of 1441.03 feet to the Southeast corner of Block 21 of Original Plat of the City of Baraboo (formerly Adams);  
thence North 89° 26' 53" West a long the South line of said Block 21 a distance of 168.87 feet to the Point of Beginning;  
thence continuing North 89° 26' 53" West along said South line a distance of 228.87 feet to the Southwest corner of said Block 21;  
thence North 00° 11' 55" East along the West line of said Block 21 a distance of 133.19 feet to the Northwest corner of Lot 7 of said Block 21;  
thence South 89° 24' 15" East along the North line of Lots 7, 8, 9, and 10 of said Block 21 a distance of 228.95 to a point on the North line of said Lot 10;  
thence South 00° 14' 01" West parallel with the West line of said Lot 10 a distance of 133.02 feet to the POINT OF BEGINNING.

**LOT 2:**

Commencing at the Southeast corner of Section 35;  
thence North 00° 20' 44" East along the East line of the Southeast Quarter of said Section 35 a distance of 1267.93 feet;  
thence North 89° 39' 16" West a distance of 1441.03 feet to the Southeast corner of Block 21 of Original Plat of the City of Baraboo (formerly Adams);  
thence North 89° 26' 53" West a long the South line of said Block 21 a distance of 397.74 feet to the Southwest corner of said Block 21;  
thence North 00° 11' 55" East along the West line of said Block 21 a distance of 149.69 feet to the Southwest corner of Lot 6 of said Block 21 and being the POINT OF BEGINNING.  
thence continuing North 00° 11' 55" East along said West line a distance of 133.19 feet to the Northwest corner of said Block 21;  
thence South 89° 21' 38" East along the North line of said Block 21 a distance of 126.35 feet to a point on said North line;  
thence South 00° 12' 41" West parallel with the West line of Lot 5 of said Block 21 a distance of 117.09 feet;  
thence South 71° 00' 29" East a distance of 50.70 feet to the South line of Lot 4 of said Block 21;  
thence North 89° 24' 15" West along the South line of Lots 4, 5, and 6 of said Block 21 a distance of 174.32 feet to the POINT OF BEGINNING.

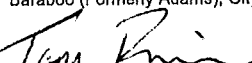
Together with and subject to any and all easements, restrictions, covenants, and right of ways of record.

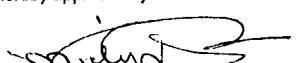
 4/27/2020  
MSA PROFESSIONAL SERVICES  
KERRY R. ZIMMERMAN, PROFESSIONAL LAND SURVEYOR #1625



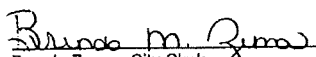
**PLAN COMMISSION RESOLUTION**

Resolved that this Certified Survey located in Lots 6, 7, 8, and 9 and parts of Lots 4, 5, and 10 all in Block 21 of Original Plat of the City of Baraboo (Formerly Adams), City of Baraboo, Sauk County, Wisconsin is hereby approved by the Plan Commission of the City of Baraboo.

  
Tom Pinlon City Engineer

  
Mike Palm-Mayer

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Plan Commission of the City of Baraboo.

  
Brenda Zeman City Clerk

CLIENT:  
BARABOO PUBLIC LIBRARY  
230 FOURTH AVENUE  
BARABOO, WI 53913

## NBR-4

RESOLUTION NO. 2021 -

Dated: July 13, 2021

**The City of Baraboo, Wisconsin**

**Background:** On April 28, 2020 The Baraboo Common Council approved an Emergency Assistance Fund-Small Business Loan Program ("Program"), with funding of \$250,000, to assist Baraboo businesses who experienced a revenue shortfall subsequent to the March 18, 2020 City of Baraboo Emergency Declaration and Proclamation for COVID-19. The Program offered a short-term loan not to exceed \$5,000 to "for-profit" Baraboo businesses with up to 25 full-time equivalent employees. The loaned funds were intended to help the business pay for items such as, but not limited to: monthly lease or mortgage payment, insurance, utilities, payroll for employees, and other current operating expenses.

On May 12, 2020 The Baraboo Common Council approved an Emergency Fund-Non Profit Organization Loan Program. Other than the eligibility requirements, this program was similar to the "for profit" program.

Both the "Small Business Loan Program" and the "Non-Profit Organization Loan Program" began on the date the approved business executed a Promissory Note and initially required full payment due on July 15, 2021. Both loans were interest free through December 31, 2020, and 2% per annum from January 1, 2021 through July 15, 2021 for any outstanding balance. A total of 22 loans were issued. As of today, there are currently 17 loans outstanding, for various amounts.

Both loan programs are being brought back to the Finance/Personnel Committee and Council to see if there is any interest in extending the due date(s). The Program Guidelines are attached with details for review.

**Fiscal Note:** (☒ one ☐ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted  
**Comments:**

**NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

**WHEREAS**, effective upon passage of this Resolution by the Common Council, the Common Council hereby extends the due date of both Emergency Assistance Funds, the Small Business Loan Program and the Non-Profit Organization Loan Program, to \_\_\_\_\_, 202\_\_ and both to continue at an interest rate of 2%.

**Offered by:** Finance/Personnel Committee

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

**Motion:**

**Second:**

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



## City of Baraboo

### GUIDELINES OF THE EMERGENCY ASSISTANCE FUND - SMALL BUSINESS LOAN PROGRAM

---

**1.0 INTRODUCTION.** The City of Baraboo recognizes the financial impact the Novel COVID-19 pandemic has had on local businesses. Many of our local businesses have been forced to close or reduce their normal operations due to the Emergency Order issued by the State of Wisconsin. In order to assist these businesses, the City has created a new Emergency Assistance Fund – Small Business Loan Program. The Program was created to offer short-term loans to allow for profit businesses located in the City to continue to meet their financial obligations, retain their employees and to help stabilize the local economy. Loans will be awarded on a first-come, first-served basis to all eligible businesses. There are no application fees or costs.

## **2.0 PROGRAM REQUIREMENTS**

**2.1 Eligibility and Terms.** Eligible businesses may be awarded up to \$5,000 in loan funds through the Emergency Fund application process.

i. Eligibility:

- a) The business is a for profit business located in City of Baraboo
- b) The applicant is authorized on behalf of the business to apply for the loan and execute the loan documents on behalf of the business
- c) The applicant has legal standing and authority to enter into the loan agreement
- d) The business has an EIN, or if sole proprietorship, the applicant provides a valid SSN
- e) The business is registered with IRS, WI DFI, WI DOR, and/or WI DWD, if and as applicable
- f) The business is not currently bankrupt, in bankruptcy proceedings or anticipating filing for bankruptcy in the near future.
- g) Neither the business nor the applicant is delinquent with any debts to the City of Baraboo.
- h) The business is not delinquent in their real or personal property taxes (signed payment plan with either the County or the City is permissible)
- i) The business has a maximum of twenty-five (25) full-time equivalent (FTE) employees as of March 18, 2020
- j) The business must have been in operation as of March 18, 2020
- k) The business must have submitted application(s) for Federal and/or State assistance, if they are deemed eligible and as applicable. Note: Businesses may still apply to this Program if they are eligible for a Federal or State assistance.
- l) The applicant may be required to demonstrate management capacity and ability to successfully operate a business.

ii. Terms:

- a) Maximum loan request: \$5,000
- b) From the date of the Loan through December 31, 2020, the loan will not accrue any interest.



- c) From the period of January 1, 2021 through July 15, 2021, an interest rate of 2% per annum will be charged against the outstanding balance.
- d) The loan will be due in full on July 15, 2021.

- 2.2 Program Service Area. Financing under this Program is available to eligible for profit businesses registered and located within the City of Baraboo corporate boundaries. The location of the business shall be the address for the place of business administration and registration. Funds will not be provided to businesses registered or located outside of City of Baraboo corporate boundaries.
- 2.3 Funding Source and Reimbursement. The funding for this program is currently set at \$250,000. The Program is funded through the City's Economic Development Funds for \$150,000 (Fund 560) and the City's ED Fund for \$100,000 (Fund 986).
- 2.4 Ineligible Applicants. Currently, there are no prohibitions against any type of for profit business operating with the City of Baraboo provided the business meets the eligibility criteria.

### **3.0 USE OF FUNDS.**

- 3.1 Permissible Use of Funds. The funding available under this Program is designed to assist local businesses with such items as, but not limited to: monthly lease or mortgage payment, insurance, utilities and payroll for employees, and current operating expenses. The City reserves the right to audit any loan applicant and business to insure compliance with the uses of the funds.
- 3.2 Non-Permitted Use of Funds. Examples of ways the funds under this Program shall not be used include, but are not limited to:
  - a) Reimbursement of expenses the business incurred prior to approval of loan
  - b) To pay off non-business debt, such as personal credit cards used for purchases not associated with the business
  - c) To purchase goods or services not related to the business, such as buying a personal vehicle
  - d) To provide donations to political activities
  - e) To pay off business or personal taxes, liens, judgments and fines
  - f) To support other businesses in which the borrower may have an interest

- 4.0 **LOAN PRIORITY.** Funding priority will be given to businesses that commit to retaining employees or jobs for the duration of the loan term. "Job retention" is defined as total full-time equivalent positions retained at 40 hours per week, or any combination of part-time positions combining for 40 hours per week, including owners.

- 5.0 **COLLATERAL AND SECURITY REQUIREMENTS.** All loans must be secured through a Signature Promissory Note if in business more than one year as of March 18, 2020, and also require a personal guarantee of the applicant if in business for less than one year as of March 18, 2020. The City is not requiring a mortgage or personal property lien as part of this Program.

### **6.0 PROGRAM OPERATIONS AND LOAN PROCESSING.**

- 6.1 Application Process and Review. Applications must be presented by business owners/agents or their authorized designee to the Executive Director of the Baraboo Community Development Authority. Applications will be review by and approved or denied by the City Administrator and the Executive Director of the Baraboo Community Development Authority. Upon approval by the City Administrator and the Executive Director, the applicant must execute a binding agreement wherein the business will

commit to repaying the loan pursuant to the terms described in these Guidelines. A report of the loan activity will be provided to the City Council on a monthly basis.

6.2 City Responsibilities. The City will:

- a) Originate Emergency Fund loans
- b) Market the Program
- c) Accept and process applications
- d) Review and underwrite application requests
- e) Ensure a timely loan closing and disbursement of funds
- f) Maintain loan files and fiscal records
- g) Ensure compliance with program guidelines
- h) Provide City Council program updates

6.3 Equal Opportunity Compliance. The Program will be implemented in ways consistent with the City's commitment to State and Federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with program funds on the basis of his or her religion, religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause.

6.4 Loan Closing Process. Upon successful completion of application process, as long as funding remains available, City staff will prepare for the loan closing by preparing the loan closing documents. All agreements and documents will be prepared by the City Attorney.

6.5 Contact. For questions or comments about the Program, contact Kennie Downing, Baraboo City Administrator, at 608-355-2700 or [kdowning@cityofbaraboo.com](mailto:kdowning@cityofbaraboo.com)

Date Approved by Council: \_\_\_\_\_