

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, September 26, 2017 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

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

Council Members Absent: Adm. Geick

Others Present: Chief Schauf, Clerk Giese, Attny. Truman, B. Zeman, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Ellington and carried to approve the minutes of September 12, 2017.

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

Compliance with the Open Meeting Law was noted.

PRESENTATION-The Mayor presented the Baraboo Gem Award to David SaLoutos for his many years of work with the Baraboo Circus World Museum.

PUBLIC HEARING – the Mayor opened the hearing for the General Development Plan/Specific Implementation Plan for Oak Park Property of Baraboo, LLC to construct two final additions to the complex for the Assisted Living and Independent Living units. No one spoke and the Mayor closed the hearing.

PUBLIC INVITED TO SPEAK – No one spoke.

MAYOR’S COMMENTS –None.

CONSENT AGENDA

Resolution No. 17-65

THAT the Accounts Payable, in the amount of \$486,405.53 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 17-66

CHERYL M GIESE , DO HEREBY CERTIFY
to BMO Harris Bank N.A. ("*BMO Harris*") that:

1. I am the duly elected or appointed and qualified clerk, secretary or other authorized official (the "*Certifying Official*") and keeper of the official books and records of
CITY OF BARABOO

(the "*Customer*"), a LOCAL MUNICIPALITY duly organized and existing under the laws of the State of WISCONSIN (the "*State*"); and that the following is a true and correct copy of the resolutions duly adopted by all of the governing board or body of the Customer at a duly called and held regular or special meeting on the 31 day of August , 2017 (the "*Resolution Date*"), and recorded in the official books and records of the Customer (the "*Resolutions*"), in accordance with applicable State law:

- I. **BMO HARRIS AS DEPOSITORY; DESIGNATION OF AUTHORIZED OFFICERS; AUTHORIZED ACTIVITIES**
BE IT AND IT IS HEREBY RESOLVED by the governing board or body of
CITY OF BARABOO

(the "Customer"), a LOCAL MUNICIPALITY duly organized and existing under the laws of the State of WISCONSIN (the "State"), that BMO Harris Bank N.A. ("*BMO Harris*") is designated, as an authorized depository of the Customer.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that each of the following officials or officers of the Customer is designated as an "Authorized Officer"; with each such Authorized Officer empowered to act individually on behalf of the Customer to exercise such powers and authorities as are set forth in these resolutions (the "Resolutions"):

NAME	TITLE	SPECIMEN SIGNATURE
1. LORI J LAUX	Officer: Treasurer	<i>Lori J. Laux</i>
2. CHERYL M GIESE	Officer: Clerk	
3.		
4.		
5.		
6.		
7.		

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, to delegate to one or more of his or her deputies or authorized representatives (each, a "Deputy") any or all of the powers and authorities granted to the Authorized Officers herein, including, but not limited to, signatory powers and authorities, as any such Authorized Officer deems necessary, desirable or appropriate (excluding, however, the authority to appoint additional or revoke the authority of any Deputy), or revoke such authority, such determination to be conclusively presumed by any such Authorized Officer informing BMO Harris (in writing or by electronic (Internet, fax or e-mail) instruction) of such designation, delegation or revocation.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board OF body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, in accordance with applicable State law and in furtherance of the purposes of the Customer's ordinances, resolutions, charter provisions (if applicable) and adopted policies regarding the management of its financial and banking affairs (the "Enabling Laws"):

- (a) to execute and deliver any and all signature cards, authorizations, set-up and other applications, forms, documentation, instructions, certificates and agreements, including without limitation any deposit account agreements, required or requested by BMO Harris, or deemed necessary, appropriate or desirable by an Authorized Officer, in connection with the establishment, maintenance or administration of any checking, savings or other deposit accounts with BMO Harris (the "Accounts") or in connection with any other banking services provided by BMO Harris, to close any or all of the Accounts onto terminate such banking services and receive any proceeds therefrom, such determination to be conclusively evidenced by the execution and delivery of such signature card, authorization, set-up or other application, form, document, instruction, certificate or agreement by any such Authorized Officer;

(b) to make, execute, draw, accept and endorse (manually, via facsimile signature, stamp or otherwise) any and all checks, notes, drafts, items, bills of exchange, acceptances, undertakings or other orders for the payment of money, including without limitation orders or directions in informal or letter form (collectively, "Orders"), against any money or funds or Accounts at any time standing to the credit of the Customer with BMO Harris, and BMO Harris is authorized to honor any and all such Orders so made, executed, drawn, accepted or endorsed, including those drawn to the individual order of any such person signing the same, or authorized by an Authorized Officer to be endorsed by, or purporting to be endorsed by, facsimile signature or stamp of such person without further inquiry or regard to the authority of said person or persons or the use of the Orders or the proceeds thereof;

(c) to instruct BMO Harris, in writing, electronically (including Internet, fax or e-mail) or otherwise, and take or cause to be taken all such other and further action, and to execute, acknowledge and deliver any and all certificates, agreements, documents and other instruments, that any such Authorized Officer deems necessary or desirable in relation to any Orders deposited into or drawn on an Account, including with respect to any stop payment instructions on such Orders, such determination to be conclusively evidenced by the taking of such action or the execution and delivery of such certificate, agreement, document or other instrument by any such Authorized Officer;

(d) to issue written, telephonic or electronic (including Internet, fax or e-mail) instructions with respect to the transfer of funds of the Customer on deposit with BMO Harris (or at any other depository) by wire, automated clearing house or other electronic means of transfer, without any written Order being issued with respect to such transfer; and to enter into such agreements with BMO Harris, in the name and on behalf of the Customer, with respect to such transfers authorizing or providing for automatic or repetitive transfers, including without limitation agreements protecting BMO Harris against the consequences of relying on instructions from persons purporting to be authorized to act in the name and on behalf of the Customer, that any such Authorized Officer may deem necessary, appropriate or desirable, such determination to be conclusively evidenced by the issuance of such instruction or the execution of such agreement by any such Authorized Officer, and to receive and administer user procedures, numbers, codes, passwords and other identification data and procedures assigned to the Customer and its users for the foregoing services;

(e) to conduct Internet banking transactions using the services offered by BMO Harris over the Internet as permitted by the terms and conditions set forth in any agreement by and between BMO Harris and the Customer and to designate his or her Deputies as agents of the Customer, and authorize each of his or her Deputies to conduct such banking transactions using the Internet, on behalf of the Customer.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized, empowered and directed, in the name and on behalf of the Customer, to take or cause to be taken any and all actions necessary to ensure that all information relating to the Customer, the Authorized Officers and the Deputies delivered to or otherwise in BMO Harris' possession, including without limitation, the Customer's address for purposes of the delivery of account statements, account titles, notices, correspondence and contact information, is at all times true, correct and complete.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that in furtherance of the purposes of the Enabling Laws, any employee, officer or agent of the Customer is authorized and empowered to execute or endorse for deposit, transfer or otherwise any Order or other negotiable instrument, which executions or endorsements may be made in writing, by facsimile signature or by stamp and with designation of the person so endorsing; and that in the absence of any such

execution or endorsement BMO Harris be and it hereby is authorized and empowered to make such execution or endorsement for deposit in the name and on behalf of the Customer.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, to take any and all actions, and to execute, acknowledge and deliver any and all certificates, applications, agreements, documents, instructions and other instruments, that any such Authorized Officer deems necessary, appropriate or desirable in order to close any or all of the Accounts and receive any proceeds therefrom in furtherance of the purposes of the Enabling Laws, such determination to be conclusively evidenced by the taking of such action or the execution and delivery of such certificate, application, agreement, document, instruction or other instrument by any such Authorized Officer

II. AUTHORITY TO OBTAIN ADDITIONAL BANKING SERVICES

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer to take any and all other actions, and to execute, acknowledge and deliver any agreements that any of the Authorized Officers deem necessary or desirable in order to obtain or procure any other additional banking services from BMO Harris, including without limitation cash management services, including, but not limited to, wire transfer, ACH or other electronic funds transfer services, collection and deposit services, and/or any electronic banking services, that any Authorized Officer deems necessary, appropriate or desirable, including terms in such agreements that would have the Customer indemnify (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) or limit BMO Harris' liability, such determination to be conclusively evidenced by the execution, acknowledgement and delivery thereof by any such Authorized Officer; *provided, however*, that nothing in these Resolutions is intended or shall be construed to authorize any Authorized Officer to borrow money, obtain credit or otherwise incur any debt or liability of the Customer or mortgage, pledge or otherwise encumber any property of the Customer without, in each instance, further authorization from the governing board or body of the Customer.

III. GENERAL

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board Or body of the Customer that the Clerk or Secretary of the Customer (or any of his or her designated assistants or representative) is authorized and directed to deliver to BMO Harris a certified copy of these Resolutions, which certified copy shall without more constitute the undertaking and agreement of the Customer as herein provided, and to certify that the provisions thereof are in conformity with the Enabling Laws and that these Resolutions and the authority hereby conferred shall remain in full force and effect until the Customer notifies BMO Harris to the contrary in writing, but if any of the authorities and undertakings herein contained shall be terminated by operation of law without such notice, it is hereby resolved and agreed for the purpose of inducing BMO Harris to act hereunder that BMO Harris shall be indemnified (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) and held harmless by the Customer for any loss suffered or liability incurred by it after such termination without notice.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board Or body of the Customer that the Clerk or Secretary of the Customer (or any of his or her designated assistants or representative) is authorized, empowered and directed to certify to BMO Harris as to the incumbency and the genuineness of the signature of each Authorized Officer and any Deputy granted signatory power and authority pursuant to the terms hereof; and that to the extent such certification is not provided to BMO Harris in a timely manner, BMO Harris is authorized in its discretion to either rely on any signature that BMO Harris in good faith believes is the genuine signature of such Authorized Officer any such Deputy or refuse to honor any signature for such person until it receives such certification and BMO Harris shall be

indemnified (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) and held harmless by the Customer for any loss suffered or liability incurred by it for such reliance upon any such signature or for refusing to honor the signatures of any person not so certified to BMO Harris.

BE IT AND IT IS FURTHER RESOLVED by the governing board or body of the Customer that BMO Harris may conclusively presume that these Resolutions remain in effect and that all Authorized Officers and any Deputies designated pursuant thereto retain all powers and authorities granted upon them pursuant to these. Resolutions, and in the case of any Deputy, such conclusive presumption shall be irrespective of whether the Authorized Officer that delegated the powers and authorities to such Deputy pursuant to these Resolutions is no longer an Authorized Officer, unless and until the Customer delivers to BMO Harris written notice to the contrary, and BMO Harris shall be indemnified (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) and held harmless by the Customer for any loss suffered or liability incurred (including for reasonable attorneys' fees and legal expenses) by it in reliance upon any signature of an Authorized Officer or Deputy, the genuineness of which has been certified to BMO Harris pursuant to these Resolutions regardless of by whom or by what means the purported signatures may have been affixed to any instrument, if such signatures reasonably resemble the specimen signature so certified.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board Or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, to take or cause to be taken all such other and further action, and to execute, acknowledge and deliver any and all certificates, applications, agreements, documents, instructions and other instruments, that any such Authorized Officer deems necessary, appropriate or desirable in order to carry out these Resolutions and to consummate or carry-out any of the transactions or matters contemplated hereby, such determination to be conclusively evidenced by the taking of such action or the execution and delivery of such certificate, application, agreement, document, instruction or other instrument by any such Authorized Officer.

BE IT AND IT IS FURTHER RESOLVED that the governing board or body of the Customer hereby approves and ratifies each and every action taken by its officials, officers and employees prior to the date hereof in furtherance of the purposes of these Resolutions.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that these Resolutions shall take effect immediately upon their approval and adoption.

2. The Resolutions have not been amended, altered, modified, rescinded or repealed and are in full force and effect as of the date hereof.

3. The Resolutions do not conflict with or contravene any applicable law including the Enabling Laws, or any agreement, law, regulation or order applicable to the Customer.

4. Each of the persons listed on the first page of the Resolutions has been designated by the governing board or body of the Customer in the Resolutions as an Authorized Officer and each such Authorized Officer has been duly elected or appointed to and currently holds the office(s) set forth opposite his or her name and each such Authorized Officer's specimen signature set forth in the Resolutions above is the genuine signature of such Authorized Officer.

5. On the Resolution Date the deliberations of the governing board or body of the Customer on the adoption of the Resolutions were conducted openly, that the vote on the adoption of the Resolutions was taken openly, that the meeting was called and held at a specified time and place convenient to the public and was otherwise called and held in accordance with applicable State law regarding the holding of open and public meetings and with all of the procedural rules of the Customer.

IN WITNESS WHEREOF, I have hereunto subscribed my name on behalf of the Customer as of the date first written above.

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

2ND READING ORDINANCES

Moved by Kolb, seconded by Ellington and carried unanimously to approve the 2nd Reading of Ordinance 2465 revising Ordinance 7.02(2)(b)2 concerning no parking on portions of Manchester Street, Effinger Drive and Water Street.

Moved by Sloan, seconded by Kolb and carried unanimously to approve the 2nd Reading of Ordinance 2466 creating Ordinance 7.14(3)(b)(6) relating to a parking restriction on 9th Avenue and Berkley Boulevard at the Baraboo High School.

Moved by Alt, seconded by Ellington and carried unanimously to approve the 2nd Reading of Ordinance 2467 authorizing water service to parcel 002-0193-1000, 10.46 acres of property outside the City limits and revise Code 13.15.

Moved by Ellington, seconded by Alt and carried unanimously to approve the 2nd Reading of Ordinance 2468 creating code §7.09(3)(d) relating to a parking restriction on 2nd Avenue, west of Broadway.

NEW BUSINESS

Resolutions:

Resolution No. 17-67

THAT the City of Baraboo enter into a lease for use of the Pierce Park Pavilion by the South Central Cyclones from October 15, 2017 to April 14, 2018.

Moved by Petty, seconded by Wedekind and carried that **Resolution No. 17-67** be approved-9 ayes.

Resolution No. 17-68

THAT the 2018 Seasonal Park & Recreation Wage plan be adopted as presented.

Moved by Sloan, seconded by Petty and carried that **Resolution No. 17-68** be approved-9 ayes.

Resolution No. 17-69

THAT the donation of the Tuscania Memorial be accepted by the City with the Memorial to be installed at Mary Rountree Evans Park along the Riverwalk at donor expense.

Moved by Wedekind, seconded by Kolb and carried that **Resolution No. 17-69** be approved-9 ayes.

Ordinances:

Moved by Petty, seconded by Alt and carried unanimously to approve the 1st reading of **Ordinance No. 2469** creating a General Development Plan/Specific Implementation Plan for Oak Park Property of Baraboo, LLC to construct two final additions to the complex for the Assisted Living and Independent Living units.

1. Section 17.18(4)(d), Code of Ordinances, is amended as follows:

17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF ZONING DISTRICT MAP

(4) DISTRICT BOUNDARIES AND MAP AMENDMENTS.

(d) Planned Unit Developments. The following Planned Unit Developments are approved and incorporated into the zoning map: 2017-04.

2. The attached General Development Plan / Specific Implementation Plan is approved as Planned Unit Development 2017-04.
3. This Ordinance shall take effect upon passage and publication as provided by law.

Moved by Petty, seconded by Kolb and carried unanimously to approve the 1st reading of **Ordinance No. 2470** changing the sidewalk ordinance and sidewalk policy.

The amendments of: (1) Ordinance § 8.08(5)(b), Sidewalk Priority Plan for Residential Districts, and (2) the Sidewalk Policy, an addendum to Chapter 8 of the Municipal Code, within the Municipal Code of the City of Baraboo.

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

1. Section 8.08(5)(b) of the Municipal Code of the City of Baraboo is hereby amended to read as follows:

The City shall establish and maintain a sidewalk priority program for the City. By January 1st of each year, the City Council shall adopt, after recommendation by the Public Safety Committee, a three-year sidewalk construction priority plan for the City that is consistent with the intent of the City's Sidewalk Policy.

2. Appendix to Chapter VIII - City of Baraboo Sidewalk Policy of the Municipal Code of the City of Baraboo is hereby amended to read as follows:

APPENDIX TO CHAPTER VIII - City of Baraboo Sidewalk Policy
Revised ~~September 2017~~ May 2014

Purpose. This policy is intended to establish guidelines for the installation of new sidewalks and the replacement of existing sidewalks in the City of Baraboo and to document the methodology to be used to assess the costs associated with new sidewalk construction to the abutting property owner.

Except as otherwise stated in this policy it is the goal of the City to have curb, gutter, and sidewalks on all existing and future streets for the benefit of the health, safety, and welfare of the citizens. Recognizing that neighborhoods change over time, the intent of this Policy is to promote safety, sociability, community, connectivity, and equilibrium throughout the City. The City of Baraboo is designated as an eco-municipality and as such, is committed to being a walkable community.

Procedure - New Sidewalk Installation. New sidewalk installation shall be coordinated by the City

Engineer as directed by the Public Safety Committee and/or City Council. Locations for new sidewalk that will be installed entirely independent of any street construction work shall generally conform to the City's 1999 Sidewalk Planning Study unless special circumstances exist as determined by the Public Safety Committee. ~~See Section 8.08(5)(b).~~ New sidewalk projects should be planned for street segments that are ranked in the top 25% of segments that do not have sidewalk and adjacent segments on a particular street should be grouped together rather than adhere to the strict priority ranking from the 1999 Study.

In addition, new sidewalk shall also be installed along streets that are reconstructed where no sidewalk previously existed unless special circumstances exist as determined by the Public Safety Committee. ~~See Section 8.08(5)(b).~~

Notices shall be mailed to property owners along streets slated to receive new sidewalk. This notice shall serve to notify the property owner that sidewalk will be installed and that assessments shall be levied against abutting properties. Special Assessment procedures shall conform to City Ordinances and applicable State Statutes.

As provided by City Ordinance, the abutting property owner has the option of installing their own sidewalk or hiring their own contractor to install sidewalk along their property. Any property owner choosing to install their own sidewalk or hire their own contractor must sign an agreement with the City establishing the guidelines for construction. ~~(A sample copy of the Agreement is attached).~~ Any property owner choosing to install their own sidewalk or hire their own contractor assumes full responsibility for all costs associated with the sidewalk installation with the exception of the credit available to the property for additional costs for special provisions ~~(see Additional Costs for Special Provisions).~~

City Owned Property. Whenever sidewalks are constructed on a street, all city owned parcels contiguous to the project will have sidewalk installed subject to the Exceptions described below.

New Building Construction. Sidewalks ~~will~~ **must** be installed prior to an occupancy permit being issued for all new building construction ~~to the extent required by Section 8.08(5)(b), City Code and~~ **when there have been improvements to an existing building by 50% or more of the current or equalized value for the structure.** Structures receiving occupancy permits between November 1st and May 30th of the following year shall be required to have sidewalks installed by the following June 30th.

New Subdivisions. Sidewalks shall be installed as provided in the Subdivider's Agreement-s ~~(See attached standard agreement clause below).~~

Subdivider agrees to construct and install, at Subdivider's sole expense, all required sidewalks in accordance with the City's sidewalk standards and specifications. Sidewalks shall be constructed on both sides of each street within the Subdivision. All sidewalk construction within the Subdivision must be completed within three years of the date of the recording of the final plat of the Subdivision or the date of the execution of this Agreement, whichever occurs first. In all cases, sidewalks must be constructed for each individual lot within the Subdivision before an occupancy permit will be issued for said lot and in all cases all sidewalks within the Subdivision shall be completed within the three-year period stated herein. Subdivider agrees that upon completion of the sidewalk construction in accordance with this Agreement, Subdivider shall formally notify the City Building Inspector and request an inspection thereof. Upon such notification, the City Building Inspector shall make an inspection of the completed sidewalk. All sidewalks in the Subdivision shall be subject to acceptance of ownership and dedication and to the letter of credit provisions.

Procedure – Sidewalk Replacement. As provided by City Ordinance, existing sidewalks in the City shall be inspected at least once every eight years. The City is divided into districts to facilitate the orderly inspection and repair of sidewalks. As a guideline, it is the City's goal to endeavor to replace sidewalks if there are cracked or broken stones, spalled surface conditions, ponding or icing conditions or settling or heaving so as to cause a differential in joint elevation of 3/4 inch from one stone to the next.

Sidewalks required to be replaced will be marked by City Engineering Department staff. Sidewalks marked for replacement shall be completely removed and replaced or repaired as deemed appropriate by the City Engineer.

Design Standards. Sidewalks shall be 5' wide and constructed of concrete in accordance with the City Specifications for Concrete Sidewalks as adopted by the Public Works Department. Sidewalks shall typically be installed on street right-of-way six inches from the property line. The sidewalk specifications for a particular project may require the removal of trees and landscaping encroachments; however, recognizing the City's Tree City USA designation, special effort will be made to save mature trees that are in very good or excellent condition. In situations where building encroachments or significant tree growth or other special circumstances exist, the sidewalk may be installed further from the property line and the width may be reduced to 4'. An effort shall be made so that both the width and alignment generally conform to other sidewalks in the area.

Sidewalks shall be installed through driveway sections to provide a uniform walking section and appearance.

Certain sidewalk projects may require the construction of walls and other improvements.

The City Engineer shall be notified and an inspection performed prior to pouring the sidewalk to approve the sidewalk location, grade line and forming.

Assessment of Costs. Costs for new sidewalk construction shall be assessed against abutting properties on a front foot basis. The assessed costs shall be calculated by combining the concrete costs with costs for clearing and grubbing of trees and brush, excavation and preparation of the grade, sub-base material, and turf restoration. This combined cost will be calculated on a square foot basis which will be multiplied by the sidewalk width to determine the front foot assessment cost.

Driveway restoration as required due to the installation will not be assessed provided the driveways are restored using similar materials to those existing prior to sidewalk installation. Enlargements or upgrades to the existing driveways shall be assessed at cost.

Carriage walks will be replaced at the owners request and will not be assessed against the abutting property provided the carriage walk is restored using similar materials to those existing prior to its removal. Enlargements or upgrades to the carriage walks shall be assessed at cost. A carriage walk is defined as a sidewalk located in the right-of-way, perpendicular to the street, between the curb and the sidewalk, but excludes curb ramps or sidewalks located at an intersection.

Additional Costs for Special Provisions. The hilly terrain in the City of Baraboo often requires that retaining walls, steps or other special provisions be constructed as a part of the sidewalk installation. To protect the property owner against the high cost of these special provisions, the City of Baraboo shall limit the total cost of the special assessment for sidewalk against any single property to 1.75 times the cost of the total sidewalk assessment for the parcel.

In the event that the property owner chooses to install the sidewalk and special conditions exist

such as retaining wall construction, the property owner is eligible for a credit to apply against the cost of this added construction. The credit is calculated by multiplying the cost of the sidewalk assessment for the parcel (had the City completed the work) by 1.75 and subtracting from that the cost of the sidewalk assessment (had the City completed the work). Retaining wall materials and construction shall be approved by the City Engineer.

Large Lot Adjustment. For large lots in the City zoned for single family or two family residential the additional costs for special provisions as described above shall be limited to 1.75 times the cost of sidewalk for a standard residential lot of 132 feet of frontage. The parcel shall be assessed for the entire frontage for sidewalk construction as described above under assessment of costs. Only the additional costs for special provisions shall be subject to the adjustment described in this paragraph.

Multi-frontage lots will be responsible for all frontages.

Exceptions: The only exception to this Policy shall be in locations where the topography is such that sidewalk construction is not feasible or where the cost to construct sidewalk would be excessive, **as determined by the City Engineer.**

Excessive Costs. Should the costs of construction exceed three (3) times the cost of the contractors cost for sidewalk reconstruction as determined in the current years maintenance bids, the project will usually be considered to be infeasible to undertake; however, the Council may determine that a project is so important that it may exceed this limit.

Financing. Sidewalk assessments may be paid under one of the following alternatives:

- Pay in full within 30 days to avoid interest charges.
- 3-year installment agreement for assessments between \$500 and \$1,000. Pay 1/3 down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 5-year installment agreement for assessments between \$1,000 and \$5,000. Pay 1/5th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 7-year installment agreement for assessments between \$5,000 and \$9,999. Pay 1/7th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 10-year installment agreement for assessments over \$10,000. Pay 1/10th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street

reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.

- **Financial Hardship.** A property owner who has a household income which is 80% or less of the medium income in Sauk County based upon the current published figures shall be eligible to repay the City for the assessment at the rate of \$100 per year plus annual interest of 1% until paid. The Community Development Authority staff shall verify low-income eligibility and shall make a recommendation as to such eligibility to the City Council. If there is an outstanding balance at the time of sale of the property, the remaining balance shall become due. A property owner requesting financial hardship eligibility shall submit a copy of their current year State of Wisconsin tax return if filed, or otherwise show proof of annual household income.
- **Balance on Tax Roll.** If the property owner does not pay in full within 30 days from the invoice date or qualify for an installment plan, the entire balance will be placed on the next tax roll for collection with interest added at 1% per month.

Ownership Adjacent To Town Parcels. When a landowner owns land adjacent to town parcels and has a driveway that enters the street going to the town parcel the property owner will be required to place sidewalk along the frontage of the street to a point that will access the driveway of the owners parcel in question. Where there is no driveway it shall be at the discretion of the council where the sidewalk shall end.

Three-Sided Lots. In those areas where new sidewalks are to be installed, if a sidewalk is to be installed on a lot, which has frontage on three sides, the property owner will be responsible for the street in front of the house and to the side of that frontage. The City will pay for the initial sidewalk construction on the street that would be to the rear of the house.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Monthly Reports for August, 2017 from – Fire Dept., Police Dept., Treasurer

Minutes from the Following Meetings -

Finance/Personnel Committee – Council Chambers

September 12, 2017

Members Present: Petty, Thurow, Sloan

Absent: none

Others Present: Mayor Palm, E. Geick, E. Truman, T Gilman, W Petersen

Call to Order –Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to adopt the agenda and carried unanimously. Moved by Sloan, seconded by Thurow to approve the minutes of August 22, 2017. Motion carried unanimously.

Accounts Payable – Moved by Sloan seconded by Thurow to recommend to Council approval of the accounts payable for **\$448,243.64**. Motion carried unanimously.

Truck Purchase – Tony Gilman reported on the purchase of a used truck for the Public Works Department from Truck Country. It is a 2008 Freightliner and will require an operating transfer from equipment repairs to equipment purchases. Moved by Sloan, seconded by Thurow and carried to recommend the purchase to Council.

Clean Water Fund Loan – Wade Petersen reported on applying for a \$2.45M Clean Water Fund Loan for upgrading the

Biosolids equipment at the Wastewater Treatment Facility. Moved by Thurow, seconded by Sloan to recommend to Council for action.

County Library Tax Exemption – The committee reviewed the annual library tax exemption and moved by Sloan, seconded by Thurow to recommend to Council for action.

Salary Survey – Administrator Geick reported on a salary study, indicating a survey is taken about every 5 years. Geick explained that the adjustments are typically made at the time of the performance review. The next step is to recommend adoption of a new pay plan to the Council for placement in the 2018 budget. Moved by Sloan, seconded by Thurow and carried unanimously to recommend to Council for action.

Comments: none

Adjournment – Moved by Sloan, seconded by Petty and carried to adjourn at 6:21 p.m.

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

Parks & Rec Comm.	8-14-17	Library Expansion Comt.	6-28-17
Friends of the Library	6-3-17, 7-11-17	Library Board	7-18-17
BID	8-30-17	Police & Fire Comm.	7-17-17
BID Promotions/Personnel Comt.	7-11-17		

INFORMATIONAL ITEMS

Letter from Phil Skwor concerning disclosure of conducting business with the City of Baraboo while being a city employee.

ADJOURNMENT

Moved by Sloan, seconded by Petty, and carried on voice vote, that the meeting adjourn.

Cheryl M. Giese, Clerk-Finance Director