

**COMMON COUNCIL AGENDA**  
**MONDAY, JULY 24, 2017**  
**REEDSBURG CITY HALL COUNCIL CHAMBERS**  
**7:00 P.M.**

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

**THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.**

**I. CONSENT AGENDA:** (one motion to approve all Consent items)

- A. Approve minutes from the Council meeting held on July 10, 2017.
- B. Approve Operator's Licenses (Renewal) – Amanda Goodrich – Location: Kwik Trip #839.
- C. Approve Operator's Licenses (Renewal) – Kayzia Gvell – Location: Wine Walk/Beer Walk.
- D. Approve Original Alcohol Beverage Retail License Application: Business – Dinner Thieves LLC, Location: 148 East Main Street.
- E. Approve Operator's Licenses (Renewal) – Alisia Marshall – Location: Searching for work.

**II. MAYOR PROCLAMATIONS OR PRESENTATIONS:**

- A. Presentation: Public Safety - Police Department
- B. Proclamation: Retirement - Police Department - Scott Peterson

**III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:**

- A. Personnel: Approve/Deny Salary adjustment for Administration Department. Resolution 4294-17
- B. Park and Recreation: Approve/Deny request to reimburse "Park Impact Fees" to Lakeside Foods.
- C. Planning Commission: Approve/Deny Resolution 4295-17. Certified Survey Map (CSM) on property located at E7155 Hwy 23/33 (Exterritorial Area) in the Township of Reedsburg.
- D. Community Development Authority: Approve/Deny Resolution 4296-17 a Development Agreement and sale of Lot 1 to Dan DeBaets / DCI under a "Proposed Offer for Purchase and Development of Property".

**IV. GENERAL BUSINESS:**

- A. Approve/Deny: Introduction, 1<sup>st</sup> reading and setting a public hearing for August 28, 2017 on Ordinance 1850-17. An ordinance to rezone property – 233 S. Walnut Street.
- B. Approve/Deny Lamar Sign – Lease Agreements – Lamar Sign # 61293/61294.
- C. Approve/Deny Resolution 4297-17 – RAMC Work in Ridgeview Drive Right-of-Way.

## V. OFFICE OF THE MAYOR:

### A. Appointments to the Reedsburg Art Commission

#### Four Members:

1. Jenifer Stanek (May 1, 2017-Mar. 31, 2020) “\*\*”
2. Katie Schofield (May 1, 2017-Mar. 31, 2020)
3. Jessica Bauer (May 1, 2017-Mar. 31, 2020)
4. Lee Gnatzig (May 1, 2017-Mar. 31, 2019)

#### Three Members:

1. Jeffery Herschleb (May 1, 2017 – Mar. 31, 2018)
2. Joann Mundth Douglas (May 1, 2017 – Mar. 31, 2019)
3. Jay Salinas (May 1, 2017 – Mar. 31, 2018)

“\*\*” Chair of the Reedsburg Arts Committee

### B. Upcoming Community Events

## VI. COMMITTEE AND STAFF REPORTS:

Airport Commission	Community Development Authority
Finance Committee	Historic Preservation Commission
Ordinance Committee	Library Commission
Parks and Recreation Committee	Personnel Committee
Plan Commission	Public Works Committee
Utility Commission	Other Commission or Committees or Boards

## VII. CITY ADMINISTRATOR REPORTS:

- A. Update Refinancing #2 - Handout: Carol Wirth – WI. Public Financial Professionals – 2017B Bond
- B. City Administrator - 2017 Work Plan – Update
- C. Monthly City Administrator Report

## XIII. ADJOURN

Posted: July 20, 2017

Last Resolution: 4296-17

Last Ordinance: 1850-17



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

# City of Reedsburg Meeting of the Common Council July 10, 2017

Present: Mayor Dave Estes; Aldermen Craig Braunschweig, Dave Moon, Jason Schulte, Mike Gargano, Calvin Craker, Phil Peterson, Jim Heuer, Dave Knudsen and Brandt Werner.

Absent: None

Others Present: Stephen Compton, Brian Duvall, Timothy Becker, Steve Zibell, Matt Scott, Derek Horkan, Brett Schuppner, RUC Staff, Citizens, Press.

Mayor Estes called the regular session of the Common Council to order at 7:00 pm. in the Common Council Chambers.

**Approve Consent Agenda:** Consisting of minutes from the Council meeting held on June 26, 2017; Bills for June 2017; Operator's Licenses for Robin Meister, Farrah Tracy, Brad Huber, Stacey Mrdutt, Megan Hinze, Carl Walz and Renee Hinze; Temporary Class B/Class B Retailers Licenses for Reedsburg ArtsLink – Reedikulus Art Crawl Date: July 28, 2017 – Time: 5:00-9:00 – Location: 5 Main Street business address, Wisconsin State Jim Beam Club Picnic – Wisconsin State Picnic and Craft Sale Date: August 26, 2017 – Location: 200 Viking Drive, Sacred Heart Church – Fall Festival – Date: September 9-10<sup>th</sup>, 2017 – Location: 545 North Oak Street and Sacred Heart Church – Fall Festival Parade – Date: September 9-10<sup>th</sup>, 2017 – Time: 5:00 – Location: 545 North Oak Street.

**Motion: Gargano, Second: Heuer. Motion carried 9-0.**

## RECOMMENDATIONS FROM BOARDS, COMMITTEES, AND COMMISSIONS:

- A. Ordinance: 2<sup>nd</sup> reading and public hearing on Ordinance 1846-17. Amendment to Municipal Code Chapter 1 or 2 – Converting Reedsburg Utility Commission to Reedsburg Utility Committee.
  - a. **Motion by Knudsen, Second: Werner to withdraw Ordinance 1846-17. Motion carried 8-0 (Gargano voting nay).**
  
- B. Public Works: 2<sup>nd</sup> reading and public hearing on Ordinance 1847-17. Establishing No Parking on North Dewey south of 19<sup>th</sup> Street. Amends Chapter 7 adding Section 7.08(2)jj.
  - a. **Motion by Craker, Second: Schulte to approve Ordinance 1847-17. Motion carried 9-0.**
  
- C. Ordinance: 2<sup>nd</sup> reading and public hearing on Ordinance 1848-17. Establish Reedsburg Arts Committee. Amend Chapter 2, minor text adjustments, chapter numbering, and adding Section 2.07.
  - a. **Motion by Peterson, Second: Knudsen to approve Ordinance 1848-17. Motion carried 9-0.**

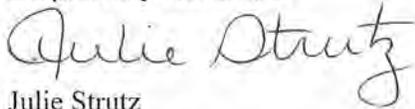
GENERAL BUSINESS

- A. Community Development: Walnut Street Flats. Introduction, petition filed set public hearing for August 14, 2017 on Resolution 4293-17 to abandon the public way (alley) between Parcels; 1016 and 1017 on South Walnut Street.
  - a. **Motion by Craker, Second: Heuer to set public hearing for August 14, 2017 for Resolution 4293-17.**

**Motion to adjourn by Gargano with a second from Heuer. Motion carried 9-0.**

**Meeting adjourned at 7:44 pm**

Respectfully submitted,



Julie Strutz  
Deputy Clerk-Treasurer

# Operator License Application

(Pursuant to Reedsburg Ordinance, Section 12.01)

New    
 Renewal    
 Provisional - \$15.00    
 Operator Fee - \$50.00    
 Operator Fee - \$25.00  
Pd 7-5-17 [eff. July of even-numbered years]

**Office Use Only**    
 License # 3556    
 Provisional # \_\_\_\_\_    
**Fee Is Non-Refundable**

- Filling out your application**
- An Operator License is a privilege, not a right. Any false answers or omissions may result in the denial of your application.
  - This application must be filled out accurately and completely.
  - If you have any doubt as to whether to include the facts of a specific incident it is recommended that you disclose the information.
  - If you are unsure about how to respond to any questions on this form, check with the City Clerk for clarification.
  - Your application will not be processed until you deal with outstanding warrants.
  - You can obtain information regarding your arrest and conviction record from the police department, the court with which you interacted, or the Wisconsin Circuit Court Access website at [www.wcca.wicourts.gov/index.xsl](http://www.wcca.wicourts.gov/index.xsl) (CCAP may not provide a comprehensive list of ALL arrests and convictions).
- Review of your application**
- The Reedsburg Police Department will perform a background check to verify that the information you have provided is complete and accurate.
  - If there are concerns about your arrest and/or conviction record as it relates to your application, or if it appears that you falsified or omitted information from your application, you may be called to appear before the Ordinance Committee.
  - If you are asked to appear but choose not to do so, your application may be denied.
  - Meetings of the Ordinance Committee are open to the public.

Last Name <u>Goodrich</u>		First Name <u>Amanda</u>		M.I. <u>M</u>	E-Mail Address <u>Goodrich7205@gmail.com</u>			
Residence: Street Address <u>317 W. Flint St</u>		City <u>Lyndon Station</u>		State <u>WI</u>	Zip <u>53940</u>			<i>mail to: PO Box 116 Lake Delton WI 53940</i>
Phone <u>6084158329</u>	Date of Birth	Birth Place (City, State) <u>Reedsburg WI</u>	Race <u>W</u>	Sex <u>F</u>	Height <u>5'9"</u>	Weight <u>150</u>	Hair <u>Brn</u>	Eyes <u>Blue</u>
Driver's License Number (State & Number) <u>F</u>		Place of Employment <u>Kwik Trip #839</u>		Contact Person & phone number <u>Leslie Parkhurst 5246954</u>				

Other names, aliases or birth dates ever used

Cities and States lived in since age 18, including where you now reside:	From:	To:
<u>Lake Delton</u>		
<u>Lyndon Station</u>		
Indicate whether you are a U.S. Citizen, U.S. Alien, or Temporary Resident <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Alien <input type="checkbox"/> Temporary Resident (employment number )		

**Arrest and Conviction Record**

Since your 17 <sup>th</sup> birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have you ever been convicted by a military court-martial?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have you ever been convicted of disorderly conduct that involved violence against another person?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Continue on Reverse Side

**List Any Pending Criminal Charges, Citations or Tickets**

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
	N/A			

**List All Criminal Convictions, Municipal/Ordinance Violations, Citations and Tickets (Excluding Parking Tickets)**

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
2014	Sauk County	susp. of regi.	no	no
2014	Sauk County	susp of regi.	no	no
2014	Lake Delton Interstate	Suspension of Reg	no	no
2014	Lake Delton Interstate	no seatbelt	no	no

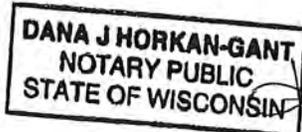
**Application must be notarized.**

The undersigned affirms that he/she made complete and true answers to each question and understands that his/her past record will become part of this application and that the applicant applying for an Operator License is a Wisconsin resident.

Subscribed and sworn before me

This 20<sup>th</sup> day of June, 2017

Dana J Horkan-Gant  
Notary Public



[Signature]  
Applicant's Signature

My Commission expires Oct. 20, 2020

Approved by the Common Council on \_\_\_\_\_ Initials \_\_\_\_\_

**To be filled out by the Reedsburg Police Department**

- Subject has no Criminal Arrest Record with either the Wisconsin State Crime Bureau or with the Reedsburg Police Department
- Files indicate that subject has the attached Criminal Arrest Record

[Signature]  
Reedsburg Police Department Authorized Signature

7-17-17  
Date

# Operator License Application

(Pursuant to Reedsburg Ordinance, Section 12.01)

New    
 ~~Renewal~~    
 Provisional - \$15.00    
 Operator Fee - \$50.00    
 Operator Fee - \$25.00   
[eff. July of even-numbered years]

<b>Office Use Only</b>	License # <u>3441</u>	Provisional # _____	<b>Fee Is Non-Refundable</b>
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- Filling out your application**
- An Operator License is a privilege, not a right. **Any false answers or omissions may result in the denial of your application.**
  - This application must be filled out accurately and completely.
  - If you have any doubt as to whether to include the facts of a specific incident it is recommended that you disclose the information.
  - If you are unsure about how to respond to any questions on this form, check with the City Clerk for clarification.
  - Your application will not be processed until you deal with outstanding warrants.
  - You can obtain information regarding your arrest and conviction record from the police department, the court with which you interacted, or the Wisconsin Circuit Court Access website at [www.wcca.wicourts.gov/index.xsl](http://www.wcca.wicourts.gov/index.xsl) (CCAP may not provide a comprehensive list of ALL arrests and convictions).

- Review of your application**
- The Reedsburg Police Department will perform a background check to verify that the information you have provided is complete and accurate.
  - If there are concerns about your arrest and/or conviction record as it relates to your application, or if it appears that you falsified or omitted information from your application, you may be called to appear before the Ordinance Committee.
  - If you are asked to appear but choose not to do so, your application may be denied.
  - Meetings of the Ordinance Committee are open to the public.

Last Name <u>Givell</u>	First Name <u>Kayzia</u>	M.I. <u>E</u>	E-Mail Address <u>kayziagivell@gmail.com</u>
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Residence: Street Address <u>957 Joseph Cir</u>	City <u>Reedsburg</u>	State <u>WI</u>	Zip <u>53959</u>
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Phone <u>408-903-8207</u>	Date of Birth	Birth Place (City, State) <u>Madison, WI</u>	Race <u>WHT</u>	Sex <u>F</u>	Height <u>5'9"</u>	Weight <u>160</u>	Hair <u>Brown</u>	Eyes <u>H21</u>
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Driver's License Number (State & Number)	Place of Employment <u>WINE WALKS</u> <u>IF BMO Havn S Beer Walks</u>	Contact Person & phone number <u>Jeff Kirt 393-4080</u>
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Other names, aliases or birth dates ever used

Cities and States lived in since age 18, including where you now reside:	From:	To:
<u>Westfield, WI</u>	<u>2005</u>	<u>2010</u>
<u>Reedsburg, WI</u>	<u>2010</u>	<u>current</u>

Indicate whether you are a U.S. Citizen, U.S. Alien, or Temporary Resident

U.S. Citizen    
 Alien    
 Temporary Resident (employment number )

Arrest and Conviction Record	
Since your 17 <sup>th</sup> birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted by a military court-martial?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of disorderly conduct that involved violence against another person?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Continue on Reverse Side**

**List Any Pending Criminal Charges, Citations or Tickets**

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
		None		

**List All Criminal Convictions, Municipal/Ordinance Violations, Citations and Tickets (Excluding Parking Tickets)**

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
		None		
08		DC		
05		OWI		

**Application must be notarized.**

The undersigned affirms that he/she made complete and true answers to each question and understands that his/her past record will become part of this application and that the applicant applying for an Operator License is a Wisconsin resident.

Subscribed and sworn before me

This 5th day of July, 2017

Anita M Young  
Notary Public

Amanda Lodicks  
Applicants Signature

My Commission expires 11-03-17

Approved by the Common Council on \_\_\_\_\_

Initials \_\_\_\_\_

**To be filled out by the Reedsburg Police Department**

- Subject has no Criminal Arrest Record with either the Wisconsin State Crime Bureau or with the Reedsburg Police Department
- Files indicate that subject has the attached Criminal Arrest Record

[Signature]  
Reedsburg Police Department Authorized Signature

7/6/17  
Date

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 17 2017 ending June 30 202018

TO THE GOVERNING BODY of the:  Town of  Village of  City of Reedsburg  
 County of Sauk Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

-02

Applicant's WI Seller's Permit No. <u>756-1029136571</u> FEIN Number <u>81-1912997</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$ <u>125.00</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>25.00</u>
<b>TOTAL FEE</b>	<b>\$ <u>150.00</u></b>

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Dinner Thieves

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Owner</u>	<u>Melissa Brandt</u>	<u>5374 Hwy 6</u>	<u>LaValee</u>
Vice President/Member	<u>Owner</u>	<u>Robin Meister</u>	<u>E7673 County Rd H</u>	<u>Lyndon</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Melissa Brandt</u>		
Directors/Managers				

3. Trade Name Dinner Thieves LLC Business Phone Number 768-3600  
 4. Address of Premises 148 East main Post Office & Zip Code 183 53959

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2014-3-7 of registration.  
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Sale of food / take out restaurant

10. Legal description (omit if street address is given above): \_\_\_\_\_  
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued? \_\_\_\_\_  
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No  
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No  
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 23rd day of June, 2017

Cynthia M. Young  
 (Clerk/Notary Public)  
 My commission expires 11-03-17

Melissa Brandt  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
Robin Meister  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>6-23-17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued <u>3607</u>	

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)	Social Security Number	
Brandt		Melissa	Lynn	39598 8769	
Home Address (street/route)		Post Office	City	State	Zip Code
53174 Hwy 6			LaValle	WI	53941
Home Phone Number		Age	Date of Birth	Place of Birth	
985 8365		34	11-11-81	Keedsburg	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Melissa Brandt of Dinner Thieves LLC.  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 34 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Robin Meister	E7673 County R Hwy 6	Lynch	Present

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 26<sup>th</sup> day of June, 20 17

Anita M. Young  
(Clerk/Notary Public)

Melissa Brandt  
(Signature of Named Individual)

My commission expires 11-03-17



Printed on Recycled Paper

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Reedsburg County of Sauk

The undersigned duly authorized officer(s)/members/managers of Dinner Thieves LLC  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Dinner Thieves LLC  
(trade name)

located at 148 East main Reedsburg WI 53959

appoints Melissa Brandt  
(name of appointed agent)

53174 Hwy G Calves WI 53911  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 34 years

Place of residence last year New company

For: Dinner Thieves LLC  
(name of corporation/organization/limited liability company)

By: Melissa Brandt  
(signature of Officer/Member/Manager)

And: Rabi Maish  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, Melissa Brandt, hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Melissa Brandt June 6, 2017 Agent's age 34  
(signature of agent) (date)

53174 Hwy G Calves WI Date of birth 11-11-81  
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6-27-17 by [Signature] Title Police Chief  
(date) (signature of proper local official) (town chair, village president, police chief)

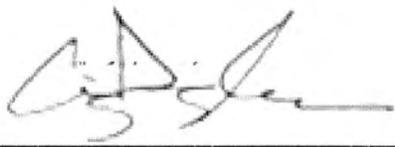
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# WISCONSIN

## SELLER / SERVER CERTIFICATION

**Trainee Name:** Melissa Brandt  
**Date of Completion:** 01/03/2017

**School Name:** 360training.com, Inc.  
**Certification #** WI-51529



I, \_\_\_\_\_

certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters  
13801 Burnet Rd., Suite 100  
Austin, Texas 78727  
P: 800-442-1149

DRIVER LICENSE  
REGULAR

USA  
WISCONSIN

NOT FOR  
FEDERAL  
PURPOSES

4d B653-5528-1911-04  
1 BRANDT  
2 MELISSA LYNN

9 CLASS DM



6 S3174 COUNTY ROAD G  
LA VALLE, WI 53941



15 SEX F  
17 WGT 120 lb  
19 HAIR BRO

16 HGT 5'-03"  
18 EYES BRO

3 DOB 11/11/1981  
9a END NONE

4a ISS 11/09/2016  
4b EXP 11/11/2024



5 DD ITJMJ2016110908270825

*Melissa Lynn Brandt*

NOV 81



CITY OF  
**REEDSBURG**  
POLICE DEPARTMENT

200 SOUTH PARK STREET • REEDSBURG, WI 53959  
PH: (608) 524-2376 • FAX: (608) 524-2925  
www.reedsburgwi.gov

TIMOTHY M. BECKER  
CHIEF OF POLICE



July 24, 2017

To: David Moon, Chair  
City of Reedsburg Ordinance Committee

From: Timothy M. Becker  
Chief of Police

Re: Operator's License Application – Alisia Marshall

I received an application for an operator's permit from Alisia Marshall. Prior to submission to the Ordinance Committee, I perform a background investigation to determine if the applicant qualifies within the City's accepted guidelines.

Ms. Dempsey has the following convictions:

5/12/2017	Underage Drinking	Guilty	(125.07(4)(b))
5/12/2017	Possess/Procure Alcohol	Guilty	(125.07(4)(a))

Guideline 4: Any applicant who has had two (2) or more convictions within the last two (2) years in any combination of the following subcategories will not be eligible for an alcohol beverage license: ...*(c) Violations of Chapter 125 of the Wisconsin Statutes which are restricted to unlawful possessions or consumptions of alcoholic beverages by a minor.*"

Ms. Marshall was convicted of two separate violations. Each offense is a violation of Chapter 125 of the Wisconsin Statutes which prohibits underage possession/consumption of alcohol. Ms. Marshall also identified only one offense on her application.

Based on the accepted City of Reedsburg City Policy Guidelines for Alcohol Beverages Licenses Ms. Marshall would be eligible for an Operator's License on 5/13/2019, provided there are no more violations.

## Operator License Application

(Pursuant to Reedsburg Ordinance, Section 12.01)

New    
  Renewal    
  Provisional - \$15.00    
  Operator Fee - \$50.00    
  Operator Fee - \$25.00  
Pd 02-17 [eff. July of even-numbered years]

**Office Use Only**    
 License # 2017003009    
 Provisional # \_\_\_\_\_    
 Fee Is Non-Refundable

**Filling out your application**

- An Operator License is a privilege, not a right. **Any false answers or omissions may result in the denial of your application.**
- This application must be filled out accurately and completely.
- If you have any doubt as to whether to include the facts of a specific incident it is recommended that you disclose the information.
- If you are unsure about how to respond to any questions on this form, check with the City Clerk for clarification.
- Your application will not be processed until you deal with outstanding warrants.
- You can obtain information regarding your arrest and conviction record from the police department, the court with which you interacted, or the Wisconsin Circuit Court Access website at [www.wcca.wicourts.gov/index.xsl](http://www.wcca.wicourts.gov/index.xsl) (CCAP may not provide a comprehensive list of ALL arrests and convictions).

**Review of your application**

- The Reedsburg Police Department will perform a background check to verify that the information you have provided is complete and accurate.
- If there are concerns about your arrest and/or conviction record as it relates to your application, or if it appears that you falsified or omitted information from your application, you may be called to appear before the Ordinance Committee.
- If you are asked to appear but choose not to do so, your application may be denied.
- Meetings of the Ordinance Committee are open to the public.

Last Name <u>Marshall</u>	First Name <u>Alisia</u>	M.I. <u>N</u>	E-Mail Address <u>alisiamarshall@yahoo.com</u>
------------------------------	-----------------------------	------------------	---

Residence: Street Address <u>531886 Golf Course Road</u>	City <u>Reedsburg</u>	State <u>WI</u>	Zip <u>53959</u>
---	--------------------------	--------------------	---------------------

Phone <u>608-445-1422</u>	Date of Birth	Birth Place (City, State) <u>San Diego, California</u>	Race <input checked="" type="checkbox"/> White	Sex <u>F</u>	Height <u>5.7'</u>	Weight <u>145</u>	Hair <u>Brown</u>	Eyes <u>Brown</u>
------------------------------	---------------	---	---	-----------------	-----------------------	----------------------	----------------------	----------------------

Driver's License Number (State & Number)	Place of Employment <u>N/A</u>	Contact Person & phone number <u>Ernest Marshall, 608-415-9235</u>
--	-----------------------------------	---

Other names, aliases or birth dates ever used  
N/A

Cities and States lived in since age 18, including where you now reside:	From:	To:
<u>San Diego, California</u>	<u>1999</u>	<u>2005</u>
<u>Coalinga, California</u>	<u>2005</u>	<u>2011</u>
<u>Reedsburg, Wisconsin</u>	<u>2011</u>	<u>2017</u>

Indicate whether you are a U.S. Citizen, U.S. Alien, or Temporary Resident

U.S. Citizen    
  Alien    
  Temporary Resident (employment number )

Arrest and Conviction Record		
Since your 17 <sup>th</sup> birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have you ever been convicted by a military court-martial?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have you ever been convicted of disorderly conduct that involved violence against another person?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**Continue on Reverse Side**

**List Any Pending Criminal Charges, Citations or Tickets**

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
	N/A	N/A		

**List All Criminal Convictions, Municipal/Ordinance Violations, Citations and Tickets (Excluding Parking Tickets)**

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
2017	Reedsburg	Underage Drinking Ticket	yes	no
* 2017	" "	Possession of Alcohol	yes	
16	" "	No Ins.		
14		Too Fast For Cam.		
14		Speeding		

**Application must be notarized.**

The undersigned affirms that he/she made complete and true answers to each question and understands that his/her past record will become part of this application and that the applicant applying for an Operator License is a Wisconsin resident.

Subscribed and sworn before me  
This 23 day of June, 2017

[Signature]  
Notary Public

[Signature]  
Applicants Signature

My Commission expires 10-25-19

Approved by the Common Council on \_\_\_\_\_ Initials \_\_\_\_\_

**To be filled out by the Reedsburg Police Department**

- Subject has no Criminal Arrest Record with either the Wisconsin State Crime Bureau or with the Reedsburg Police Department
- Files indicate that subject has the attached Criminal Arrest Record

\_\_\_\_\_  
Reedsburg Police Department Authorized Signature

\_\_\_\_\_  
Date

---

# WISCONSIN

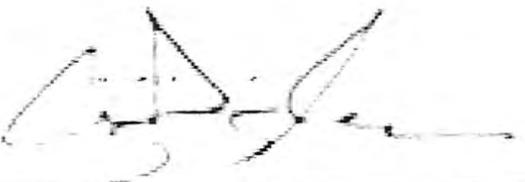
## SELLER / SERVER CERTIFICATION

**Trainee Name:** Alisia Marshall

**School Name:** 360training.com, Inc.

**Date of Completion:** 06/22/2017

**Certification #** WI-61952

I, 

certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66

---



Learn<sup>2</sup>  
serve

Corporate Headquarters  
13801 Burnet Rd., Suite 100  
Austin, Texas 78727  
P: 800-442-1149

**STAFF REPORT**

**AGENDA ITEM:** III - A

**To:** Common Council  
**Prepared By:** Stephen P. Compton, City Administrator *SPC*  
**Meeting Date:** July 24, 2017

**Subject:** Discuss and Authorize Wage Market Adjustment for Administration Services:  
Resolution 4294-17

**BACKGROUND AND REQUEST**

As part of the City Administrator work plan a review of the all City department salary, staffing and supervision has been ongoing. During April the Administration Department Personnel were reviewed.

**ANALYSIS**

City Clerk - Treasurer: A study comparing the City Clerk / Treasure current wage survey provided the following results. The City Clerk / Treasurer annual salary of \$60,070 (\$28.88 Hour) which is \$15,579 below the mid-point of \$ 75,649 (\$36.37 per hour).

The minimum wage from the study is \$66,571 (\$32.01 per hour). The City Clerk / Treasurer position is \$6,501 (\$3.13 per hour) below the minimum range. The Personnel Committee recommended changing hourly pay to reach the minimum pay range.

Administrative Staff Review: The review of the Administrative Staff positions was also undertaken.

Deputy City Clerk / Treasurers  
Court Clerk  
City Receptionist

No adjustment is being recommended at this time for these positions as they are all above the minimum hourly range of the study.

**STAFF RECOMMENDATION**

The City Administrator recommends one change for the Administrative Departments: The City Clerk /Treasurer hourly wage of \$3.13 per hour is recommended to establish the annual pay at \$66,571. The budget impact would be a cost of \$2,708.69 (per pay period \$571.74) for the remaining 5 months. This cost would be initially covered in the current 2017 Budget but may need review later this year.

Attachments:  
Resolution 4276-17  
Administrative Department Salary Review Analysis

**RESOLUTION OF THE CITY OF REEDSBURG TO AUTHORIZE  
 INCREASE TO ADMINISTRATION PERSONNEL EMPLOYEE WAGES**

FILE NO. 4294 -17

**WHEREAS**, in 2017 the City Council requested through the Personnel Committee a review of personnel compensation, staffing and supervision; and

**WHEREAS**, at the April 3, 2017 Personnel Committee meeting the City Administrator presented the Administrative Department recommendation regarding employee wages. Personnel recommended adjusting the pay at the one year anniversary of the City Clerk-Treasurer in August; and

**NOW THEREFORE**, the Common Council of the City of Reedsburg, Sauk County, Wisconsin approves the following employee market wage adjustments as listed in section 1.

**SECTION 1:**

The current employees shall receive a market wage adjustment as indicated below:

Employee	Department	Current Hourly Wage	Market Wage Adjustment	New Hourly Wage
Jacob Crosetto	City Clerk – Treasurer	28.88	3.13 Hour	32.01

**ADOPTED** on this 24<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
 David G. Estes, Mayor

\_\_\_\_\_  
 Jacob Crosetto, City Clerk-Treasurer

Respectfully Submitted:

The above resolution has been authorized by the governing body of the City of Reedsburg by Resolution No. 4294-17, dated July 24, 2017.

Date Passed: July 24, 2017

Vote: \_\_\_\_\_



## 2017 Administrative Services Wages Analysis

### Requested Administrative Services Rate Increases - 2017

Employee	Title	2016	2017	Percentage			Percent Change	2017/2018 Adjustment	Previous Salary	Proposed
				Average from Survey Below	Below Average	Flat Inc.				
Jacob Crosetto	Clerk-Treasurer	\$ 27.43	\$ 28.88	\$ 36.37	25.93%	\$ 3.13	10.84%	\$ 32.01	\$ 60,070.40	\$ 66,580.80
Julie Strutz	Deputy Clerk-Treasurer II	\$ 21.89	\$ 22.22	\$ 22.50	1.26%	\$ -	0.00%	\$ 22.22	\$ 46,217.60	\$ 46,217.60
Anita Young	Deputy Clerk-Treasurer I	\$ 19.79	\$ 20.39	\$ 22.50	10.35%	\$ -	0.00%	\$ 20.39	\$ 42,411.20	\$ 42,411.20
Sara Ehrhardt	Receptionist	\$ 15.02	\$ 15.25	\$ 17.15	12.44%	\$ -	0.00%	\$ 15.25	\$ 31,720.00	\$ 31,720.00
Darleen Wohling	Court Clerk/CDBG Admin	\$ 20.83	\$ 21.46	\$ 22.98	7.08%	\$ -	0.00%	\$ 21.46	\$ 44,636.80	\$ 44,636.80

**Wages**

(Taken from WMCA surveys, MTAW, Municipal Court surveys, and salary surveys via email in January and February 2017)

Agency	Municipality	Population	Deputy					Notes
			Clerk/Treasurer	Clerk/Treasurer	Receptionist	Court Clerk		
Jefferson	City	7,914	\$ 70,481	\$ 44,350	\$ 33,384	\$ 39,749	*	
McFarland	Village	8,100	\$ 76,214	\$ 44,723	\$ 32,614	\$ 41,371	*	
Pewaukee	Village	8,250	\$ 78,452	\$ 48,308	\$ 39,020	\$ 46,259		
New Richmond	City	8,610	\$ 73,292	\$ 46,841	No Data	\$ 40,706	*	
Holmen	Village	9,005	\$ 76,000	\$ 45,845	No Data	N/A		
Hartland	Village	9,092	\$ 81,109	\$ 43,862	\$ 33,461	N/A	*	
Shawano	City	9,305	\$ 70,124	\$ 45,178	\$ 36,587	\$ 37,149		
St. Francis	City	9,546	\$ 79,206	\$ 52,000	No Data	\$ 38,293		
Merrill	City	9,661	\$ 84,256	\$ 47,528	\$ 34,694	N/A	*	
Oregon	Village	9,871	\$ 73,767	\$ 48,861	\$ 36,493	\$ 39,749	*	
Elkhorn	City	10,084	\$ 69,240	\$ 47,305	\$ 39,062	\$ 35,360	*	
<b>Average</b>		<b>9,040</b>	<b>75,649</b>	<b>46,800</b>	<b>35,664</b>	<b>39,829</b>		
		<b>Hourly</b>	<b>36.37</b>	<b>22.50</b>	<b>17.15</b>	<b>19.15</b>		
		<b>Court Clerk Does Not Include CDBG (20% of Darleen's Time)</b>						
				<b>With 20% Adjustment</b>	<b>\$ 22.98</b>			

**STAFF REPORT**

**AGENDA ITEM:** III-B

**To:** Mayor and Common Council

**Prepared By:** Matt Scott, Parks and Recreation Director

**Through:** Stephen P. Compton, City Administrator *he*

**Date of Meeting:** July 24, 2017

**Subject:** Lakeside Foods - Request to Reimburse Park Impact Fees

**BACKGROUND AND REQUEST**

Lakeside Foods has made a written request to waive the park impact fees in the amount of \$9,600 for their seasonal housing project within the industrial park. The location is near the plant which would be used as dorm like units that would house the seasonal workers brought in from outside the area. The Parks and Recreation Committee reviewed the request at the June 20<sup>th</sup> meeting and a motion was made to reduce the amount to be paid to \$4,800 (50%). The motion failed in a vote of 2-2. Another multi-family project (Viking Estates), in the past, has received reduced Park impact fees at the "Development Agreements" stage. The Park and Recreation Committee approved these reductions.

**ANALYSIS**

Upon reviewing the nature of the permit issued for construction of the "Seasonal Workforce Housing" the Building Inspector is required to bill out for the full Park Impact Fees. There is a window of time in the municipal code which allows for the appeal for the billing.

A consideration under an updated "Park Impact" fees study could take into consideration a type of commercial or industrial area housing which supports dorm style housing. At the present time the Municipal Code does not have this reduction or exemption in the municipal code language. City Council does have a review under an appeal process.

Presently there is only the appeals procedure under Municipal Code 3.10 section 10 for the building owner to seek return of the funds.

I have requested a proposal to update the City "Park Impact Fees". I also believe the city has not collected 100% of the impact fees since they were approved. That review would look at specific Commercial and Industrial areas and create an overlay to reduce or exempt these types of "Seasonal Housing" fees as part of the study. The most important factor fees must be considered and generally charged in an equitable manner, qualifying affordable housing may still need to be exempted from these fees.

**STAFF RECOMMENDATION**

Staff can see and make that case as one of the first Dorm style seasonal employee facilities where "Park and Recreation" facilities will not be constructed in this area that Park impact fee (Public Amenities) upon just and reasonable cause shown should be reduced or returned in this specific "Seasonal Housing Project".

**FINANCIAL IMPACT**

\$9,600 would be returned to the property owner if this is considered an appeal and if approved to exempt the fee.



City of Reedsburg  
134 South Locust Street, P.O. Box 490  
Reedsburg, WI 53959  
Ph. 608-524-6404 Fax. 608-524-8458  
www.reedsburgwi.gov

Attachment:

Municipal Code: 3.10 Impact Fees for Capital Projects (rev. 04-14-03)  
Lakeside Foods Letter

Municipal Code: 3.10 IMPACT FEES FOR CAPITAL PROJECTS (rev. 04-14-03)

(1) Purpose Pursuant to the authority of Wis. Stat. sec. 66.0617, the local impact fees enabling legislation, the purpose of this ordinance is to establish the mechanism for the imposition of impact fees upon new development to finance the capital costs of acquiring, establishing, upgrading, expanding, and constructing public facilities which are necessary to accommodate land development. This chapter is intended to assure that new development bears an appropriate share of the cost of capital expenditures necessary to provide public facilities within the City of Reedsburg and its service areas as they are required to serve the needs arising out of land development.

**(10) Appeals** The payment of an impact fee imposed under this section as a condition of a building permit may be contested as to the amount, collection or use of the impact fee:

(A) To the Utility Commission.....

(B) To the Council for an appeal of a park facilities impact fee, provided that a notice of appeal is filed with the City Clerk's office within fifteen (15) days of the approval by the building inspector of an application for a building permit upon which the impact fee has been imposed. Such notice of appeal shall be entitled "Notice of Appeal of Impact Fee" and shall state the applicant's name, address, telephone number, address (if available) and legal description of the land development upon which the impact fee is imposed, and a statement of the nature of and reasons for the appeal. The City Clerk shall schedule the appeal for consideration by the Council at the next regular meeting of the Council and shall notify the applicant of the time, date and place of such meeting in writing by regular mail, deposited in the mail no later than at least three (3) days before the date of such meeting. **Upon review of such appeal, the Council may adjust the amount, collection or use of the impact fee upon just and reasonable cause shown.**

# LAKESIDE FOODS

June 16, 2017

Stephen Compton  
City Administrator  
Reedsburg, WI

Mr. Compton,

I am writing this letter on behalf of Lakeside Foods Corporation and McGill Quality Construction, who is the acting General Contractor for the construction of the seasonal part-time employee housing units. McGill Construction was levied a \$9,600.00 park usage fee which in turn was forwarded to Lakeside Foods Corp. I am asking that this be waived and the funds be reimbursed as the employees that come up to work at Lakeside Foods do not have personal transportation, they do not have families with them and they will not be using any parks here in Reedsburg. They are here to work 12 hour shifts 6 days a week. I did not budget for such a fee and to be frank I have never heard of such a fee. I would sincerely appreciate this exception to be made.

Respectfully yours,



Vito Justilliano  
General Manager

Cc:

Matt Scott  
Parks & Recreation  
Don Lichte  
RICDC



City of Reedsburg  
134 South Locust Street, P.O. Box 490  
Reedsburg, WI 53959  
608-524-6404 Fax: 608-524-8458  
www.reedsburgwi.gov

**STAFF REPORT**

**AGENDA ITEM:** III-C

**To:** Mayor and Common Council  
**Prepared By:** Brian Duvalle, Planning and Building  
**Thru:** Stephen P. Compton, City Administrator *SPC*  
**Date of Meeting:** July 24, 2017

**Subject:** Dischler/RMSJ CSM, E7155 HWY 23/33: Resolution 4295-17

**BACKGROUND AND REQUEST**

**APPLICANT:** Scott Dischler  
**LOCATION:** E7155 HWY 23/33; Parcel #030-0400  
**ZONING:** Ag  
**PROPOSED LAND USE CHANGE:** Certified Survey Map (CSM)  
**DESCRIPTION OF PROPERTY/IMPROVEMENTS:** Consider CSM to divide parcel into two smaller parcels to separate house from farmland.

**ANALYSIS**

This CSM would divide off Ag land from the existing house.

**STAFF RECOMMENDATION**

The RADC and Plan Commission recommend approval.

**FINANCIAL IMPACT**

N/A

**ATTACHMENTS**

Resolution 4295-17

Application, CSM

RESOLUTION

(Proposed Dischler/RMJS Investments CSM – Town of Reedsburg; Parcel #030-0400)

File No. 4295-17

Resolved, that this Certified Survey located in the City of Reedsburg be and is hereby approved by the Common Council of the City of Reedsburg.

STATE OF WISCONSIN)  
COUNTY OF SAUK )

I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 24<sup>th</sup> day of July, 2017, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 25<sup>th</sup> day of July, 2017.

---

City Clerk

**City of Reedsburg Land Use Application**

134 S. Locust St.  
PO Box 490  
Reedsburg, WI 53959

Ph: 608-524-6404  
Fax: 608-524-8458  
bdvalle@ci.reedsburg.wi.us

APPLICANT: SCOTT DISCHLER /o MARCE A. LONDO

ADDRESS: 400 VIKING DRIVE CITY: REEDSBURG STATE: WI

ZIP: 53959 PHONE: (608) 524-6468 FAX: (608) 524-8218

E-MAIL: SDIS @ VERBICHER.COM

PROPERTY OWNER: (if different from Applicant) RMSJ INVESTMENTS LLC

LOCATION: E 7155 ST ROAD 23/33 PARCEL #: 0400-00006

**LAND USE REQUEST**

(Please describe one or more as applicable – attach extra pages/maps if necessary)

**Certified Survey Map (CSM):** ATTAINED

**Conditional Use Permit:** \_\_\_\_\_

For *CONDITIONAL USE PERMIT* requests, also answer "A & B" on back page.

**Preliminary Plat:** \_\_\_\_\_ **Final Plat:** \_\_\_\_\_ **Name of Plat:** \_\_\_\_\_

**Rezoning - From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Site Plan Review:** (See "B" on back page) \_\_\_\_\_

**Zoning Appeal / Interpretation:** \_\_\_\_\_

**Zoning Variance:** \_\_\_\_\_

For *VARIANCE* requests, also answer "C" on back page.

**Other:** \_\_\_\_\_

AFFIDAVIT

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes.

Marcel Jank 6/20/2017

Applicant Signature / Date

Marcel Jank FOR RMSJ 6/20/2017

Owner Signature / Date

Extraterritorial Committee Date: \_\_\_\_\_

Plan Commission Date: \_\_\_\_\_

Board of Zoning Appeals Date: \_\_\_\_\_

City Council Action & Date: \_\_\_\_\_

Account #10-461500-00

**The applicant or representative MUST ATTEND the meeting.**

Conditional Use \$153	_____
Cond. Use-Agriculture \$400	_____
Variance \$112	_____
Zone Change \$200	_____
C.S.M. \$171	\$ 171.00
Subdivision Plat \$610	_____
- w/ Stormwater Plan \$100	_____
Flood Plain Zone \$189	_____
Mapping Fee \$61/parcel in plat	_____
Comp Plan Amend \$200	_____
Date Paid	_____
Receipt #	_____

*pdw*  
*06/20/17*

# CERTIFIED SURVEY MAP No. \_\_\_\_\_

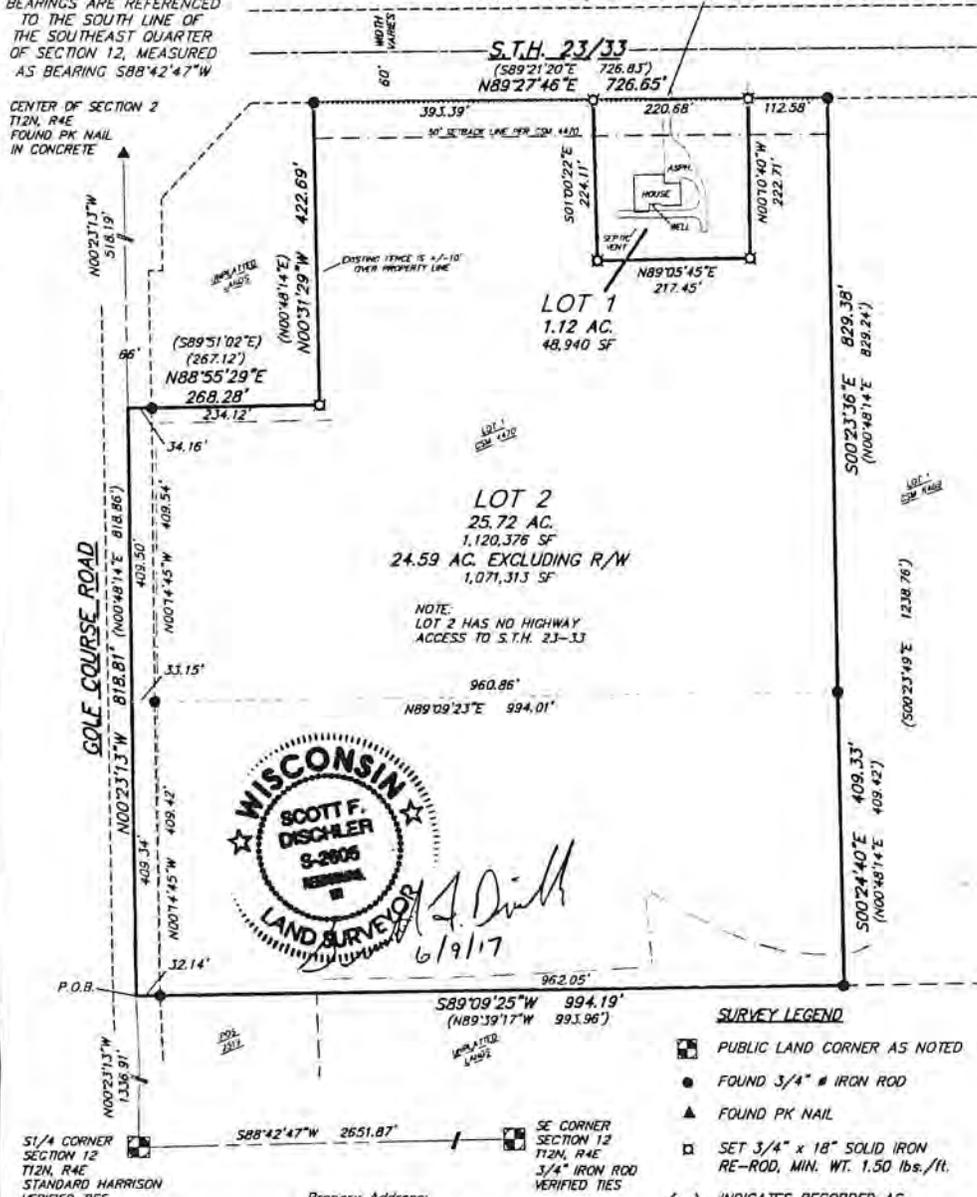
LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP 4470,  
 LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 12,  
 TOWNSHIP 12 NORTH, RANGE 04 EAST,  
 TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN



NOTE:  
 HIGHWAY ACCESS LIMITED TO 50' AT THE  
 EXISTING DRIVEWAY TO THE HOUSE ON LOT 1  
 OF THIS CSM.  
 DOT APPROVAL # DOT 56-033-469-00C

BEARINGS ARE REFERENCED  
 TO THE SOUTH LINE OF  
 THE SOUTHEAST QUARTER  
 OF SECTION 12, MEASURED  
 AS BEARING  $S88^{\circ}42'47''W$

CENTER OF SECTION 2  
 T12N, R4E  
 FOUND PK NAIL  
 IN CONCRETE



**WISCONSIN**  
 SCOTT F. DISCHLER  
 8-2605  
 LAND SURVEYOR  
 6/9/17

Property Address:  
 E7155 State Road 23/33  
 Reedsburg, WI 53959

- SURVEY LEGEND**
- ☐ PUBLIC LAND CORNER AS NOTED
  - FOUND 3/4" # IRON ROD
  - ▲ FOUND PK NAIL
  - SET 3/4" x 18" SOLID IRON RE-ROD, MIN. WT. 1.50 lbs./ft.
  - ( ) INDICATES RECORDED AS
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

**vierbicher**  
 planners | engineers | advisors



PN: 170154  
 DATE: 05/15/2017  
 REV:  
 Drafted By: sds  
 Checked By: mlm

SURVEYED FOR:  
 RMSJ Investments, LLC  
 18179 73rd Ave. N.  
 Maple Grove, MN 55311

C.S.M. No. \_\_\_\_\_  
 Doc. No. \_\_\_\_\_  
 Vol. \_\_\_\_\_ Page \_\_\_\_\_

**SHEET**  
**1 OF 3**

09 Jun 2017, 7:00p R:\RMSJ\Investments\170154 - More Summer CSM E7155 S1m 23-33\CADD\Sanner\_CSM.dwg ay\_sdl

# CERTIFIED SURVEY MAP No. \_\_\_\_\_

LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP 4470,  
 LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 12,  
 TOWNSHIP 12 NORTH, RANGE 04 EAST,  
 TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

I, Scott F. Dischler, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land located in Lot 1, Sauk County Certified Survey Map No. 4470, located in the Northwest Quarter of the Southeast Quarter, Section 12, T12N, R4E, Town of Reedsburg, Sauk County, Wisconsin, described as follows:

Commencing at the South Quarter Corner of said Section 12; thence N00°23'13"W along the West line of the SE1/4 of said Section 12, 1336.91 feet to the southwest corner of Lot 1, Sauk County Certified Survey Map No. 4470 and the Point of Beginning; thence N00°23'13"W along the West line of said Lot 1, CSM #4470, 818.81 feet; thence N88°55'29"E along the North line of said Lot 1, CSM #4470, 268.28 feet; thence N00°31'29"W, along the West line of said Lot 1, CSM #4470, 422.69 feet to the South right-of-way line of S.T.H. "23"- "33"; thence N89°27'46"E along said South right-of-way line of S.T.H. "23"- "33" and the North Line of said Lot 1, CSM #4470, 726.65 feet; thence S00°23'36"E, along the east line of said Lot 1, CSM #4470, 829.38 feet; thence S00°24'40"E, along the east line of said Lot 1, CSM #4470, 409.33 feet; thence S89°09'25"W, along the south line of said Lot 1, CSM #4470, 994.19 feet to the to the Point of Beginning.

Containing 25.72 acres more or less.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey and land division by the direction of Mark Skinner, Managing Member of RMSJ Investments, LLC, according to the description furnished.

That I have fully complied with the requirements of Chapter 236.34 of the Wisconsin State Statutes, Chapter A-E 7 of the Wisconsin Administrative Code, the Town of Reedsburg and the City of Reedsburg Extraterritorial Subdivision Regulations and Sauk County's Land Division Ordinances.

Dated this 9th day of JUNE, 2017.

*Scott F. Dischler*

Scott F. Dischler, PLS-2605  
 Vierbicher Associates, Inc.



## OWNER'S CERTIFICATE

RMSJ Investments, LLC, a corporation duly organized and existing under the and by the virtue of the laws of the State of Wisconsin, as owner, do hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey map is required by S236.34 to be submitted to the Town of Reedsburg and the City of Reedsburg Extraterritorial Commission for approval. Witness the hand and seal of said owner this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

RMSJ Investments, LLC

By: \_\_\_\_\_

State of Wisconsin )  
 )ss.  
 County of Dane )

Personally come before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above named \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
 Notary Public, State of Wisconsin My Commission expires: \_\_\_\_\_

09 Jun 2017 - 2:01p k:\RMSJ Investments\170154 - Mark Skinner CSM E7155 514 23-33\CADD\Survey\CSM.dwg by sds

**vierbicher**  
 planners | engineers | advisors



REEDSBURG MADISON PRAIRIE DU CHIEN  
 799 Fourth Drive, Suite 201 Madison Wisconsin 53717  
 Phone (608) 828-1532 Fax (608) 828-1530

PN: 170154  
 DATE: 05/15/2017  
 REV:  
 Drafted By: sdis  
 Checked By: mlon

SURVEYED FOR:  
 RMSJ Investments, LLC  
 18179 73rd Ave. N.  
 Maple Grove, MN 55311

C.S.M. No. \_\_\_\_\_  
 Doc. No. \_\_\_\_\_  
 Vol. \_\_\_\_\_ Page \_\_\_\_\_

**SHEET  
 2 OF 3**

# CERTIFIED SURVEY MAP No. \_\_\_\_\_

LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP 4470,  
 LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 12,  
 TOWNSHIP 12 NORTH, RANGE 04 EAST,  
 TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN

## TOWN OF REEDSBURG BOARD RESOLUTION

Resolved that the Certified Survey Map located in the NW 1/4 of the SE 1/4 of Section 12, T12N, R4E, Town of Reedsburg was hereby approved by the Town Board of the Town of Reedsburg.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 Edward Brooks, Chairman Date

\_\_\_\_\_  
 Rebecca Meyer, Town Clerk Date

## CITY OF REEDSBURG COMMON COUNCIL RESOLUTION

Resolved that the Certified Survey Map located in the NW 1/4 of the SE 1/4 of Section 12, T12N, R4E, Town of Reedsburg, located in the City of Reedsburg Extraterritorial Limits was hereby approved by the Common Council of the City of Reedsburg.

Dated this 12<sup>th</sup> day of JUNE, 2017.

Edward Brooks 6-12-17  
 Edward Brooks, Chairman Date

Rebecca Meyer 6-12-17  
 Rebecca Meyer, Town Clerk Date

## SAUK COUNTY PLANNING AGENCY APPROVAL

Resolved that the Certified Survey Map located in the NW 1/4 of the SE 1/4 of Section 12, T12N, R4E, Town of Reedsburg, be and hereby is approved in compliance with Chapter 236 of the Wisconsin State Statutes and the Sauk County Planning Agency Subdivision Regulations.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Sauk County Planning Agency and made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 Brian Simmert, Conservation, Planning & Zoning Date



09 Jun 2017 10:01 a.m. R:\RMSJ\_investments\170154 - Mark Skinner CSM E7155 8th 23 33\CA00\Skinner CSM.dwg by: ddb

**vierbicher**  
 planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN  
 4477 Center Drive, Suite 201 Madison, Wisconsin 53711  
 Phone: (608) 524-1532 Fax: (608) 524-6330

PN: 170154  
 DATE: 05/15/2017  
 REV:  
 Drafted By: sdis  
 Checked By: mlon

SURVEYED FOR:  
 RMSJ Investments, LLC  
 18179 73rd Ave. N.  
 Maple Grove, MN 55311

C.S.M. No. \_\_\_\_\_  
 Doc. No. \_\_\_\_\_  
 Vol. \_\_\_\_\_ Page \_\_\_\_\_

**SHEET  
 3 OF 3**

**STAFF REPORT**

**AGENDA ITEM:** III-D

**To:** City Council  
**By:** Brian Duvalle, Planning/Building  
**Through:** Stephen P. Compton, City Administrator *SK*  
**Date of Meeting:** July 24, 2017

**Subject: Development Agreement and sale of 140 Eagle Street to Dan DeBaets / DCI  
Resolution – 4296-17**

**BACKGROUND AND REQUEST**

This lot is proposed to be developed under the CDM released "Proposed Offer for Purchase and Development of Property" issued in May 2017. The property had two interested parties and the CDA and City Council approved at the May 22, 2017 Dan DeBaets / DCI proposal and authorized the City Administrator and Community Dev/Zoning Administrator to negotiate the conditions of the development and sale of the property.

**ANALYSIS**

Under the review and negotiations Dan Debaets and the City Administrator discussed the need for certain easements to make turning movements into Lot 1 to use the garage already constructed. Also to create the access to the property a dual use driveway would be constructed between 134 and 140 Eagle Street. As easement on the northwest corner of 134 Eagle street to fit both the driveway access and allow for a new garage to be constructed by the High School flip program at 134 Eagle Street.

Utility's lines between 134 and 140 Eagle Street will need to be relocated to the north side of 134 Eagle Street and a gas service for the High School flip house (134 Eagle Street) and the current structure on Lot 1.

Dan DeBaets will construct a commercial unit on the northwest corner of Lot1 and as a condition will seek to align the structure with 134 Eagle which will require a setback variance.

Zoning is already approved as B-2

**FINANCIAL IMPACT**

City will receive a portion of the property tax after development as the property is being returned to the property tax rolls.

**STAFF RECOMMENDATION**

The Community Development Authority has recommended approval of the Development Agreement and sale of the property for \$1.00 to Dan DeBaets / DCI.

Action: Approve/Deny Resolution 4296-17 and authorize the Mayor, City Attorney and City Clerk-Treasurer to sign and approve sales documents.

**Attachments**

Proposed Offer for Purchase and Development of Property - Response  
Development Agreement and site plan.  
Resolution 4296-17

**PROPOSED OFFER FOR PURCHASING AND DEVELOPMENT  
OF PROPERTY – LOT 1, 140 EAGLE STREET  
REEDSBURG, WI, 53959**

Application for City Owned Lot for Development

The Community Development Agency/ City of Reedsburg welcome your interest in acquiring a city owned vacant lot for development. Once this application is completed, the review process will begin.

The Reedsburg Community Development Authority (“CDA”) is pleased to invite you to submit a response to this offer (“Offer”) to purchase and develop the property of 140 Eagle Street, Reedsburg, WI, 53959 for uses conforming to zoning and applicable regulations.

**Introduction**

The property in this Offer is owned by the Community Development Authority/City of Reedsburg. It contains an unheated block building with four overhead garage doors and three service entrance doors that was previously used as a maintenance shop for a concrete mixing plant. The interior contains an unfinished single bathroom that is framed and roughed in; water and electrical service has also been installed to the building. The property and building face the State of Wisconsin “400 Trail” bike trail with 253.5’ of frontage about one block north of Main Street. The property has an entrance on Eagle Street. The building is approximately 2414 SF (See **Page 10**). The property is currently zoned Government but will be rezoned once a plan is in place for its future use.

**Selection Criteria**

The following selection criteria will be used in reviewing submissions and selecting a proposal:

- Type of development proposed;
- Readiness of a prospective tenant to develop the property;
- Proposed purchase price of the property;
- Projected impact and conformity to the surrounding area (single-family residences, 400 Trail, downtown, etc);
- Projected economic impact of the proposed development.

**Response Requirements and Submission Instructions**

This Offer has a deadline of April 28, 2017. Each response must contain a completed Response to the Offer form attached hereto as **Pages 5 through 6**.



City of Reedsburg  
134 South Locust Street, P.O. Box 490  
Reedsburg, WI 53959  
Ph. 608-524-6404 Fax 608-524-8458  
www.reedsburgwi.gov

**Please note: All applications must be complete and include all supporting documents for review. An incomplete application will not be processed.**

Application Checklist:

Development Proposal

Management Plan & Budget (if property is to be rental)\*

Signed & initialed agreement

Proof of financing

Description of applicant's experience in real estate (if applicable)\*

\*If not applicable, please write "N/A"

Structures shall conform to other residential or businesses within the neighborhood regarding size. The successful proposal will be provided the parcel at below market price to develop. Applicants are asked to submit a separate proposal for the property they are interested in developing. An award will be made for the parcel.

The City reserves the right to accept or reject any and all proposals. Lots can be used for parking on unpaved surfaces, storage of vehicles, miscellaneous debris or items for residential/business purposes.

**Proposals will be made available to the public**

*Please be aware that pursuant to Wisconsin Open Records Laws, all proposals for space will be disclosed to the public upon request.*

**Miscellaneous**

This Offer and any transactions resulting therefrom are subject to the conditions, terms and limitations set forth in **Page 7, 8 and 9** and the subsequent lease, as may be amended from time to time ("Lease"). It is the respondent's responsibility to conduct its own due diligence of the premises. Space(s) are offered in "as is" condition. Neither the CDA nor the City makes any representation as to the condition of any part of the premises or its suitability for any use. Proposed lessee(s) may need to hire qualified personnel or consultants to support the viability of its particular use.

For further information regarding the proposal requirements or the premises, please contact:

City of Reedsburg – CDA

Attn: Brian Duvalle, 134 S. Locust Street, Reedsburg, WI 53959

Or by email: [bduvalle@ci.reedsburg.wi.us](mailto:bduvalle@ci.reedsburg.wi.us)

**Schedule Walk Through**

Respondents are encouraged to call Brian Duvalle at (608) 524-6404 to schedule a walk-through of the space.

### Application for Development Response to Purchase Offer

*Provide complete contact information for the applicant/ entity seeking to acquire the property.*

**Applicant History:**

Applicant Name (List names of all owners)	Daniel J. DeBaets
Business/ Organization Name: (If applicable)	DCI Reedsburg LLC
Type of Business: (check one, if Applicable)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corporation ( <input type="checkbox"/> state) <input type="checkbox"/> Other
Mailing Address: (Address, City, State, Zip)	710 N. Webb Ave, Reedsburg, WI 53959
Email Address:	Dan@DCIReedsburg.com
Phone Number:	608-524-6266 or cell 608-963-4097

**Proof of Financing:**

Financing Method	Required Attachment
Personal Assets	Bank, Account Statement, or Bank Letter (See Sample)
Credit Card	Credit Card Statement showing available credit
Line of Credit	Letter from bank confirming line of credit available
Bank Loan	Prequalification Letter
Personal Loan	Notarized, signed statement indicating their relationship to the buyer and the terms of the loan
Grants or other public funding	Award Letter or other documentation from funding source

1. Are there any outstanding judgments against you? [ ] Yes [X] No
2. Have you declared bankruptcy in the past 7 years? [ ] Yes [X] No
3. Has a property you own been foreclosed upon, or given title or deed in lieu of foreclosure in the past 7 years? [ ] Yes [X] No
4. Are you currently party to a lawsuit? [ ] Yes [X] No
5. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? [ ] Yes [X] No

If you have checked yes for any of the above questions, please explain on the reverse of this page.

6. Do you own (in full or in part) any other real estate within the City? [X] Yes [ ] No  
 If yes, please list the addresses of each property owned on the reverse of this page, as well as the name of the entity holding title to the property.

Are there open codes or zoning violations associated with any of these properties? [ ] Yes [X] No  
 If yes, please explain:

Are property taxes current on all of these properties? [X] Yes [ ] No

**Property Description:** City water and sewer are available for the lot. Natural gas may be available. City easements through the property must be maintained clear from development. Other incentives may apply.

140 Eagle Street -	Property LOT #1 of the Certified Survey Map
--------------------	---

**Property Information:**

Lot Street Address:	140 Eagle Street, Reedsburg, Wisconsin
Parcel Number:	A recent Certified Survey Map has been approved, Copy Attached)

Necessary components to be considered:

- Type of residential/commercial development
- Number of Units
- Garages /carports/Porches
- Type of construction

Description of Proposed Use:

- Landscaping
- Color scheme
- Time frame of construction / completion of project

## MANAGEMENT PLAN: Response to Purchase Offer

Please attach a **Management Plan** if you plan to operate the property as rental residential or commercial. The management plan should include anticipated rental income and expenses, how tenants will be screened, a maintenance plan, etc.

Additional pages may be included if necessary.

A: Respondent information:

Company Name: DCI Reedsburg LLC

Address: 710 N. Webb Ave  
Reedsburg, WI 53959

Telephone: 608-524-6206 or cell 963-4087

E-Mail: Dan@DCIReedsburg.com

Employer ID Number: 39-1627188

Principals' Names/Title/% Ownership:

Daniel J DeBarts / owner / 100%

Primary Business Activity:

Construction / Restoration

Description of Business: Years

30+

of Existence: Primary Clients:

Local Commercial + Residential

Current Location:

710 N. Webb Ave Reedsburg

A: Projected, Startup, Expansion or Relocation to 140 Eagle Street? Describe Needs:

See attachment

B: Number of Employees at the proposed location (full and part time):

estimate - 2-6

C: Detail proposed use including but not limited to number of occupants, description of goods sold or services rendered, days and hours of operation, security requirements, proposed work to the premises, etc. (additional pages may be included):

See attachment

D: Requested improvements to facility from current condition to move in condition, requested to be built by CDA?

none

E: Proposed rent and leasing terms (additional pages may be included):

[RESPONDENT]

By: [Signature]

Date: 5/4/12

Property address	Owner
401 Clark St. Reedsburg	Daniel DeBaets
710 N. Webb Ave. Reedsburg	DCI Reedsburg LLC
300 N. Pine St. Reedsburg	Daniel and Susan DeBaets
402 N. Locust St. Reedsburg	Daniel J DeBaets
401 N. Pine St. Reedsburg	Daniel and Susan DeBaets
415 N. Pine St. Reedsburg	Daniel and Susan DeBaets
425 4 <sup>th</sup> St. Reedsburg	Daniel and Susan DeBaets

## Conditions, Terms and Limitations

The Community Development Authority, in consultation with the City of Reedsburg (the "City"), is issuing this Offer to purchase ("Offer"). In addition to those stated elsewhere, this Offer and any transaction resulting from this Offer are subject to the conditions, terms and limitations stated below:

- A. The Property is to be sold as is, where is and with all faults condition.
- B. The City and CDA, and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this Offer, the physical condition of the Property, the status of title thereto, its suitability for any specific use, the absence of hazardous waste, or any other matter. All due diligence is the responsibility of the respondent and respondents are urged to satisfy themselves with respect to the physical condition of the lot, the information contained herein, and all limitations or other arrangements affecting the location. Neither CDA nor the City will be responsible for any injury or damage arising out of or occurring during any visit to the Property.
- C. The proposed development shall conform to, and be subject to, the provisions of the Reedsburg City Zoning Code, all other applicable laws, regulations, and ordinances of all federal, state and city authorities having jurisdiction, and any applicable urban renewal plan, design guidelines or similar development limitations, as all of the foregoing may be amended from time to time. Without limiting the foregoing, closing on a proposed transaction shall be subject to the approval by CDA's Board of Directors.
- D. A respondent submitting a proposal in response to this Offer may be rejected if it or, if the respondent is a business entity, any of its principal shareholders, principals, partners or members is determined, in CDA's sole discretion, to be within a category of persons or entities with whom or which CDA will not generally do business or otherwise not be a "qualified person" as defined by the city.
- E. Neither CDA nor the City is obligated to pay and shall not pay any costs incurred by any respondent at any time unless CDA or the city has expressly agreed to do so in writing.
- F. This is an Offer, not a Request for Bids. CDA shall be the sole judge of each respondent's conformance with the requirements of this Offer and of the merits of the individual proposals. **CDA reserves the right to waive any conditions or modify any provision of this Offer with respect to one or more respondents, to negotiate with one or more of the respondents with respect to all or any portion of the location, to require supplemental statements and information from any respondents, to establish additional terms and conditions, to encourage respondents to work together, or to reject any or all responses, if in its judgment it is in the best interest of CDA and the City to do so.** If all proposals are rejected, this Offer may be withdrawn and the location may be retained, and re-offered for sale under the same or different terms and conditions or methods. In all cases, CDA shall be the sole judge of the acceptability of the proposals. CDA will enforce the submission deadline stated in the Offer. The timing of the conditional selection may differ depending upon the degree to which further information on individual proposals must be obtained or due to other factors that CDA may consider pertinent. All responses to the Offer become the property of CDA.
- G. In the event CDA shall opt to select and conditionally designate a respondent on the basis of the responses to this Offer, CDA reserves the right, in connection with such selection and designation

process, to conduct site visits and/or interviews and/or to request that respondents to this Offer make such presentations and/or demonstrations as CDA deems applicable and appropriate. Although discussions may be conducted with respondents submitting acceptable responses to this Offer, CDA reserves the right to conditionally designate a respondent on the basis of initial responses received pursuant to this Offer without discussions; therefore, each respondent's initial response should contain its best programmatic, technical and development terms. It is expected that, under such a scenario, CDA shall rank respondents in accordance with the selection criteria herein, and then consider terms, including, for example, rental rates, final development timelines. The CDA may negotiate fair and reasonable terms with the highest ranked respondent(s). In the event that CDA has chosen to negotiate a fair and reasonable response to the top-ranked respondent, but such term is not successfully negotiated, CDA may conclude such negotiations, and enter into negotiations with the next ranked respondent(s), as it may deem appropriate.

All financial terms proposed by a respondent shall be irrevocable until contract award, if any, unless the respondent's response is withdrawn. This shall not limit the discretion of CDA to request respondents to revise proposed financial terms through the submission of best and final offers and/or the conduct of negotiations.

H. All terms in this Offer related to the permitted use and of the Property shall be as defined in the Reedsburg City Zoning Code and any applicable Downtown Development/Renewal Plan, design guidelines, or similar development limitations and controls. Where any conflict arises in such terms, the most restrictive shall prevail.

I. This transaction will be structured as a "net" deal to CDA, with the respondent being responsible for all fees relating to the project and all costs incurred by CDA including, but not limited to, costs for outside legal counsel, if any, studies, and outside consultants.

J. CDA is dedicated to furthering the participation of minority and women-owned businesses in its work. All respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified as being women-owned or minority-owned.

K. All proposals and other materials submitted to CDA in response to this Offer may be disclosed in accordance with the standards specified in the Open Records Law. The entity submitting a response may provide in writing, at the time of submission a detailed description of the specific information contained in its submission, which it has determined is a trade secret and/or which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative, but will be considered by CDA when evaluating the applicability of any exemptions in response to an open records request.

L. In furtherance of CDA's mission of economic development, the disposition of the Property will be subject to CDA's standard provisions for similar transactions. The sales agreement with the respondent may contain development and/or maintenance obligations as well as restrictions on use and assignment of the Property. Failure to comply with these restrictions may result in a right by CDA or the City to re-enter and re-acquire the property for no consideration and declare a breach of the agreement without penalty.



City of Reedsburg  
 134 South Locust Street, P.O. Box 490  
 Reedsburg, WI 53959  
 (76) 608-524-6404 Fax 608-524-8458  
 www.reedsburgwi.gov

**By initialing the statements below, the applicant indicates their agreement to and understanding of the below clauses. Please read each clause carefully. The applicant may not claim ignorance of the below conditions once initialed. Please sign that you have read and understand these terms.**

I understand that the Community Development Authority has full discretion over whether my application moves forward in the application process, and may deny an application based on any criteria they may deem critical.

DD

I understand that my application cannot be accepted unless all necessary materials are submitted with it. I also agree to provide additional information as requested by the City of Reedsburg.

DD

I understand that by submitting this application I am indicating to the City my intention to develop this property. I understand that, if I decide to withdraw from the process, I must indicate my intentions to the City IMMEDIATELY.

DD

I understand that if the subject property is not developed within an agreed \_\_\_\_\_ Reedsburg upon timeframe the property may revert back to the City of Reedsburg.

DD

I understand and agree that by submitting this application I will defend and indemnify the City of Reedsburg its officers and employees from any and all damages, claims, suits, regulatory action, litigation and judgments including but not limited to any environmental claims or litigation that arise in any way from acquisition of this property. I agree to release and hold harmless the City of Reedsburg from all claims as stated above in consideration for the City transferring title of the subject property.

DD

**Attachments:**

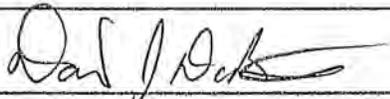
Please attach the following documents to your application, and check them off if you have attached them.

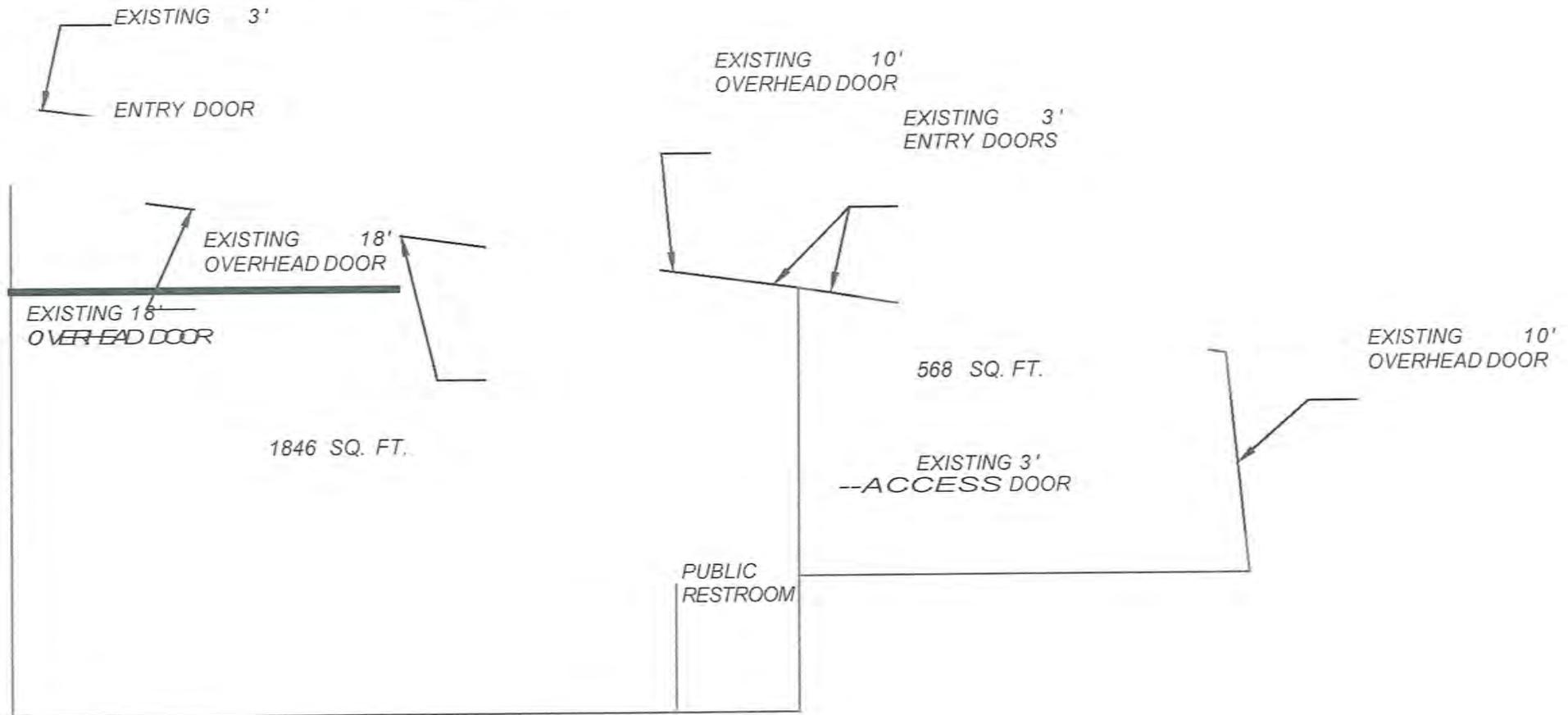
**Required:**

- Proof of financing: *Note: Financing must cover anticipated acquisition and development costs.*
- Written description of applicant's experience in housing and real estate development
- Development plan (if additional sheets are required)

**Signature Line:**

I hereby certify to the truth of the matters contained in this application and agree to provide any other related information or documents upon request.

Signature: 	Date: 5/1/17
Print Name and Title: Daniel J DeBaets Owner	



## **DCI Reedsburg LLC**

710 N. Webb Avenue, Reedsburg, WI 53959

Daniel DeBaets, Owner

608-524-6206 Fax 608-524-6287

May 2, 2017

City of Reedsburg-CDA  
134 S. Locust Street  
Reedsburg, WI 53959

Thank you for the opportunity to provide you with my proposal/vision for Lots 1 and 2, 140 Eagle Street in Reedsburg!

For those of you who don't know me, I would like to tell you a little about myself. I have been a resident of Reedsburg maintaining my primary residence at 425 4<sup>th</sup> St for approximately 33 years now. Along with my wife, Susan, we have raised our two children, Bryan-26 and Josh-21, and have been proud of the school system that prepared both of them for success in their futures. Bryan is currently a Radiology Technologist at the VA in Tomah, WI. Josh is now looking at his last year at UW-Platteville finishing up his Electrical Engineering Degree.

I started my business in 1984 and Susan has owned Stop Lite Hair Designs for approximately 20 years now, both of which are located in Reedsburg. Construction has been my main business focusing on remodeling and fire and water restoration. Over the years, we have made many improvements in the Reedsburg area. We have remodeled various businesses on Main St. as many as seven times as owners and tenants have changed.

As time went on, I have purchased and improved many properties that were in need of repair. Properties that are located in Reedsburg include:

- 425 4<sup>th</sup> St.- my residence
- 415 N. Pine St.- duplex rental
- 401 N. Pine St.- single family rental
- 402 N. Locust St.- single family rental
- 300 N. Pine St.- single family rental (restored from fire damage which was considered a total loss)
- 710 N. Webb Ave- commercial rental (This property was damaged by the flood of 2008. The lower level had black mold that reached approximately seven feet high. DCI Reedsburg LLC purchased this property and completely remodeled it. It now has several tenants including Pauquette Family Counseling, State Farm Insurance, Stop Lite Hair Designs and DCI Reedsburg LLC.

We have purchased other properties in Reedsburg that were in disrepair that were remodeled and then sold which include:

- 522 4<sup>th</sup> St.- single family residence
- 401 N. Park St.- bank foreclosure that was purchased and remodeled and then sold which is now A Great Place to be, a quilting retreat

I have also purchased additional properties by tax deed recently that were in need of repair. These properties include:

- 518 North St. Tomah- single family home
- 401 Clark St. Reedsburg- single family home (Interior rehab has begun and the exterior will follow.)

DCI also owns several properties in outlying towns.

I have been concerned that the Eagle St. property would sit and degrade after the cement company closed. I am excited about the opportunity to share my vision and proposal to develop the property.

My Vision-

After rehab of the exterior and roof system of the existing building

I would look to utilize the existing building in the following ways:

- Relocation of my woodshop from LaValle .
- Indoor Equipment Storage
- Equipment Repair Shop
- Addition of large framed area on the exterior area on the North side of the building to feature local artists as well as provide advertising space for local businesses

I would also propose to build a new building on the property yet this year. This building would incorporate space for bike repair shop/ Canoe rental options . This would be located on the corner of Eagle St. and the bike trail. Attached to the East and South side of the building would be storage units designed to provide bike storage in the summer as well as drive through storage for snowmobiles in the winter months. The roof line of this building would be similar to the Depot to provide a little of the railroad theme. End walls of the building would be brick to also add to the appearance. Outside there would be room available for picnic tables near the bike repair shop.

An optional second building could provide storage as well as a pavilion for those utilizing the trail and possible farmer's markets, etc.

I have attached preliminary drawings that I have created to help illustrate my vision.

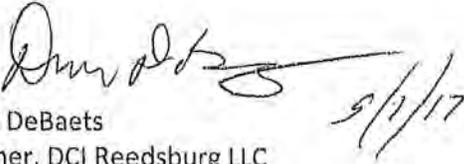
DCI Reedsburg LLC looks forward to working with the City of Reedsburg to create a clean and appealing property that can:

- Provide a platform for area artists

- Drive through storage for snow mobiles
- Bike storage
- Potential bike repair shop
- Potential canoe rental
- Area for farmer's market/ flea market/ local crafts
- Additional parking for the bike trail
- Create jobs and opportunities
- Address growth within DCI Reedsburg

Thank you for taking the time to review my vision. I look forward to working with the City of Reedsburg to make this a reality.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan DeBaets", followed by a date "9/11/17" written vertically to the right of the signature.

Dan DeBaets  
Owner, DCI Reedsburg LLC



wccucreditunion.coop

April 21, 2017

Daniel Debaets  
DCI Reedsburg LLC  
710 N Webb Ave.  
Reedsburg, WI 53959

Dear Daniel,

I am happy to inform you that your loan request has been approved. You will have funds available for your planned project located at Lot1, 140 Eagle Street.

It is also noted that an appraisal of the property being purchased will not be required. This should help to speed the process along.

If you have any questions, feel free to give me a call.

Sincerely,

Kyle Nelson  
Business Loan Officer  
Westby Co-op Credit Union

---

Westby, WI  
608.634.3118

Cashton, WI  
608.654.7580

Reedsburg, WI  
608.768.9228

Baraboo, WI  
608.356.5500

Viroqua, WI  
608.637.6200

Richland Center, WI  
608.647.8835

Lake Delton, WI  
608.678.4000

Coon Valley, WI  
608.452.2444

**Development Agreement  
Between  
Dan DeBaets / DCI  
And The  
City Of Reedsburg, Wisconsin**

Dan DeBaets/DCI (Developer) is proposing to purchase Lot 1 (property) of 140 Eagle St. This development agreement is intended to summarize the commitments of the Developer and City of Reedsburg (City).

**WITNESSETH:**

Whereas, the City acquired parcel #1639 due the installation of sewers in the 1930s and subsequent lack of recording thereof, as well as the desire to ensure the area is more aesthetically pleasing; and,

Whereas, the City, under the guidance of the Community Development Authority (CDA), has split the parent parcel into three smaller parcels and proposes to sell Lot 1; and,

Whereas, the Developer has submitted an application, dated 5/1/17 to purchase and develop the property; and,

Whereas, the CDA recommended approval of the application on 5/16/17 with Common Council approval to negotiate on 5/22/17; and,

Whereas, the Developer is proposing to renovate the existing garage onsite and construct a new building to be used for repair and storage; and,

Whereas, the City recognizes the importance of ensuring that this lot contains high aesthetic appearance due to its location along The 400 Trail while also serving the Trail and conforming to the surrounding neighborhood;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**I. Developer agreement**

1. Developer agrees to construct a **1240 square foot** facility for rental, maintenance and storage uses to serve his business and The 400 Trail.
2. Developer agrees to finish renovation of the existing onsite garage for maintenance and storage use.
3. Developer's total capital expenditure is estimated to be **\$85,000**.
4. The estimated increase in tax base is estimated to be **\$1733.35 (\$85,000 A.V.)**.
5. Developer proposes to complete construction of the building improvements by Dec 2019.
6. Developer agrees to comply with all local, state and federal laws and regulations.

7. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost of the City.

## II. City of Reedsburg agreement

1. The City will sell to the developer the property for \$1.
2. The City will provide **30 feet** easement from the northwest side of Lot #2 for vehicle use to the developer to maneuver vehicles.
3. The City will provide an **18 foot** joint access easement on 134 Eagle St/Parcel #0723 for access to both 140 Eagle St and 134 Eagle St.
4. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.
5. **The City will submit a zoning variance application to the Zoning Board of Appeals in August 2017 for location and size variances.**

## III. Acknowledgements & Contingencies

The parties to this agreement acknowledge the commitments included in this document are subject the following contingents:

1. Approval by the Community Development Authority, Plan Commission, and the Reedsburg Common Council.
2. The City will replace storm and sanitary sewers through the property by the end of 2019.
3. All commitments are evidenced in the attached site map to be recorded in the final "Legal" agreement.
4. The "Proposed Offer for Purchase and Development of Property – Lot 1, 140 Eagle Street, Reedsburg WI. 53959." is made a part of this development agreement.

The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

\_\_\_\_\_, 2017.

**For the Reedsburg Community Development Authority**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**For the City of Reedsburg**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

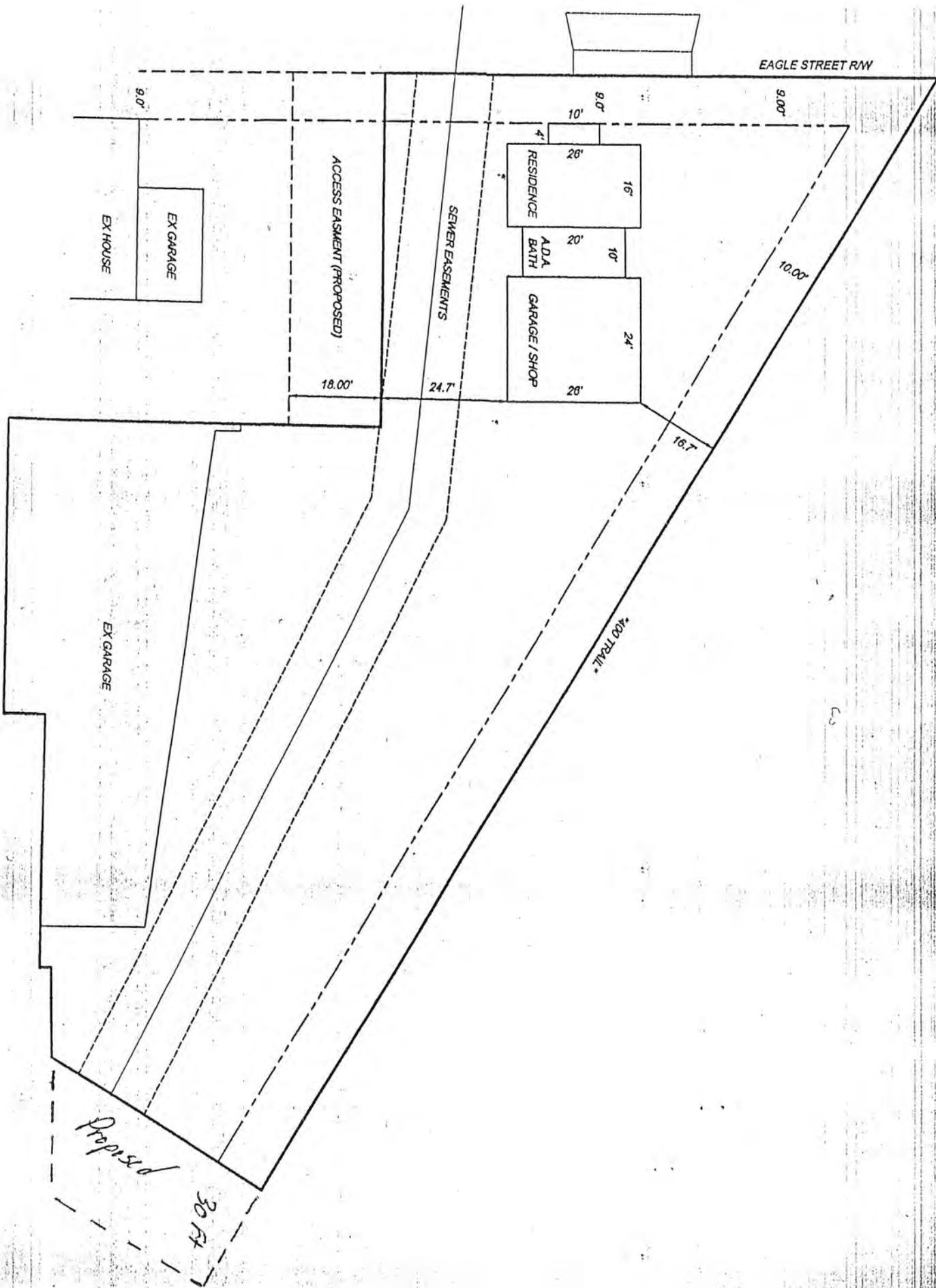
**Dan DeBaets/DCI**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



## RESOLUTION

### RESOLUTION OF THE CITY OF REEDSBURG AUTHORIZING AND APPROVING DEVELOPMENT AGREEMENT WITH DAN DEBAETS /DCI AND SALE OF PROPERTY AT 140 EAGLE STREET (LOT 1)

FILE NO. 4296 -17

This Resolution authorizes the Reedsburg Common Council to sell Lot 1 of the Re-Plat of Sauk County CSM 5-180 & CSM 862.

WHEREAS, the City of Reedsburg surveyed the property as a CSM that was approved by the Reedsburg Plan Commission on 11/18/16 and the Common Council on 2/28/17 as Resolution 4272-17, and

WHEREAS, the Community Development Authority approved on July 18, 2017 the Development Agreement recommending the Common Council approve the Agreement and approval and sale of the lot 1 to Dan DeBaets / DCI under the CDA issued "Proposed Offer for Purchase and Development of Property".

NOW, THEREFORE, be it resolved by the Common Council of the City of Reedsburg approves the attached Development Agreement (Attachment #1) and the sale of Lot 1 to Dan DeBaets / DCI for \$1.00 under development conditions called out in the Development Agreement.

STATE OF WISCONSIN)  
COUNTY OF SAUK )

I hereby certify y that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 24<sup>th</sup> day of July, 2017 and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 24<sup>th</sup> day of July, 2017.

### CITY OF REEDSBURG

\_\_\_\_\_  
David Estes, Mayor

\_\_\_\_\_  
Jacob Crosetto, Clerk-Treasurer



City of Reedsburg  
134 South Locust Street, P.O. Box 490  
Reedsburg, WI 53959  
Ph. 608-524-6404 Fax. 608-524-8458  
www.reedsburgwi.gov

**STAFF REPORT**

**AGENDA ITEM:** IV - A

**To:** City Council  
**By:** Brian Duvalle, Planning/Building  
**Through:** Stephen P. Compton, City Administrator *SC*  
**Date of Meeting:** July 24, 2017

**Subject: Rezoning 233 S. Walnut Street - Future Walnut Street Flats Project – ORD 1850-17**

**BACKGROUND AND REQUEST**

This project originally was to be built across two existing parcels, and they were rezoned in this manner. Later the project expanded in size and added a third lot. This rezoning covers this third lot.

**ANALYSIS**

This lot is proposed as R-3 Residential for the future Walnut St Flats Apartments.

**FINANCIAL IMPACT**

NA

**STAFF RECOMMENDATION**

The Plan Commission recommends approval

Attachments  
Application  
Ordinance 1850-17

Calendar of Actions:

<u>Action</u>	<u>Dates</u>
Plan Commission:	July 11, 2017
1 <sup>st</sup> Reading:	July 24, 2017
Noticed/Publications	August 3 & 10, 2017
Council Public Hearing:	August 28, 2017

**Plan Commission**  
**Staff Report**

**DATE(S) OF MEETING:** Plan Commission, Tuesday – 7/11/17  
City Council, Monday, 8/28/17, 7:00PM

**APPLICANT:** Cohen Esrey / Walnut Street Flats LLC

**LOCATION:** 233 S Walnut St; Parcel #1017

**ZONING:** B-3 Business Local

**PROPOSED LAND USE CHANGE:** Rezoning

**DESCRIPTION OF PROPERTY/IMPROVEMENTS:** Consider rezoning the above parcel from the current B-3 Business to R-3 Residential (multi-family).

**General Findings**

**SURROUNDING LAND USES:**

- North – Commercial
- West – Commercial
- South – Residential
- East – Parking lot; P.D.

**ZONING:**

- North- B-1 Business
- West- B-1 Business
- South- B-3 Business
- East- B-1 Business

**TOPOGRAPHY:** Flat slopes

**STREET R.O.W./TRAFFIC/ACCESS:** S. Walnut and Vine St, 66' ROW

**ENVIRONMENTAL HAZARDS/CONDITIONS:** None

**COMPREHENSIVE PLAN DESIGNATION:** Commercial

**COMMENTS**

**POLICE:**

**FIRE:**

**PUBLIC WORKS:**

**UTILITIES:**

**AMBULANCE:**

**ADMINISTRATOR:**

**OTHER:**

**STAFF COMMENTS:** This action would rezone the third and final lot of the proposed development. The other two lots are already zoned R-3. The alley abandonment is pending.

**Exhibit List**

- A. City of Reedsburg Comprehensive Plan
- B. Zoning Ordinance, City of Reedsburg, Wisconsin
- C. Tuesday, July 11, 2017, Plan Commission Agenda
- D. Staff Report
- E. Request for Review and Comment
- F. Notice of Public Meeting

**City of Reedsburg Land Use Application**

134 S. Locust St.  
PO Box 490  
Reedsburg, WI 53959

Ph: 608-524-6404  
Fax: 608-524-8458  
bdvalle@ci.reedsburg.wi.us

APPLICANT: Cohen-Farey/Walnut Street Flc LLC  
ADDRESS: 6800 W 4th St. CITY: Overland Park STATE: KS  
ZIP: 66202 PHONE: 612.811.3266 FAX: \_\_\_\_\_  
E-MAIL: bsweeney@cohenfarey.com

PROPERTY OWNER: (If different from Applicant) \_\_\_\_\_  
LOCATION: <sup>201 S. Walnut (parcel # 1015) - owned by City of Reedsburg</sup>  
221/233 S. Walnut - Allan & Jan Duggs PARCEL #: 1016/1017  
<sub>owners</sub>

**LAND USE REQUEST**

(Please describe one or more as applicable -- attach extra pages/maps if necessary)

- Certified Survey Map (CSM): \_\_\_\_\_
- Conditional Use Permit: \_\_\_\_\_  
For **CONDITIONAL USE PERMIT** requests, also answer "A & B" on back page.
- Preliminary Plat: \_\_\_\_\_ Final Plat: \_\_\_\_\_ Name of Plat: \_\_\_\_\_
- Rezoning - From: B-3 To: R-3 (233 S. Walnut only)  
201/221 South Walnut already R-3.
- Site Plan Review: (See "B" on back page) \_\_\_\_\_
- Zoning Appeal / Interpretation: \_\_\_\_\_
- Zoning Variance: \_\_\_\_\_  
For **VARIANCE** requests, also answer "C" on back page.
- Other: \_\_\_\_\_

**AFFIDAVIT**

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes.

[Signature] 12/26/17  
Applicant Signature / Date

Allan L Duggs 6-16-17  
Owner Signature / Date

Extraterritorial Committee Date: \_\_\_\_\_  
Plan Commission Date: \_\_\_\_\_  
Board of Zoning Appeals Date: \_\_\_\_\_  
City Council Action & Date: \_\_\_\_\_

[Signature] 6-20-17

Account #10-461600-00

**The applicant or representative MUST ATTEND the meeting.**

Conditional Use \$153	_____
Cond. Use-Agriculture \$400	_____
Variance \$112	_____
Zone Change \$200	<input checked="" type="checkbox"/>
C.S.M. \$171	<input checked="" type="checkbox"/>
Subdivision Plat \$610	_____
- w/ Stormwater Plan \$100	_____
Flood Plat. Zone \$100	_____
Mapping Fee \$61/parcel	_____
in plat	_____
Comp Plan Amend \$200	_____
Date Paid	_____
Receipt #	_____

pd ✓  
06/26/17



**City of Reedsburg GIS**

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 35'

**CITY OF REEDSBURG**

134 S. Locust Street  
 PO Box 490  
 Reedsburg, WI 53959  
 608-524-6404

Print Date: 6/27/2017

**ORDINANCE NO. 1850-17**  
**(Zoning Change – 233 S. Walnut St)**

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

**SECTION I: PURPOSE.**

The purpose of this ordinance is to rezone the property from B-2 Business to R-3 Residential to allow for a proposed apartment building.

**SECTION II: PROVISION AMENDED.**

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

**SECTION III: PROPERTY**

Parcel # 276-1017-0000 – 233 South Walnut St, Reedsburg, Wisconsin.

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; [www.reedsburgwi.gov](http://www.reedsburgwi.gov).

**SECTION IV: PERMANENT ZONING.**

The property described above is hereby zoned R-3 Residential.

**SECTION V: VALIDITY.**

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

**SECTION VI: CONFLICTING PROVISIONS REPEALED.**

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

**SECTION VII: EFFECTIVE DATE.**

This ordinance shall be in force from and after its introduction and publication as provided by statute.

**SECTION VIII: PART OF CODE:**

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

Dated this 28<sup>th</sup> day of August, 2017

---

David G. Estes, Mayor

---

Jacob Crosetto, Clerk/Treasurer

1<sup>st</sup> Reading at Council:  
Public Hearing Noticed:  
2<sup>nd</sup> Reading at Council/Public Hearing:  
Published, Enactment Date:

July 24, 2017  
August 3, 2017 & August 10, 2017  
August 28, 2017  
September 7, 2017



City of Reedsburg  
 134 South Locust Street, P.O. Box 490  
 Reedsburg, WI 53959  
 PH. 608-524-6404 FAX 608-524-8458  
 www.reedsburgwi.gov

**STAFF REPORT**

**AGENDA ITEM:** IV-B

**To:** Mayor and Common Council  
**Through:** Stephen Compton, City Administrator *SC*  
**Date of Meeting:** July 24, 2017

**Subject: Lamar Signs located on City Property – New Leases**

**BACKGROUND AND REQUEST**

In December 2016, I began looking at Lamar Signs located in the City of Reedsburg. This was from a complaint about advertisement on signs for “Shop in Baraboo”. The Lamar sign was located at the BP station corner of Viking Drive and Main Street. I reached out to the Lamar sign management office in Janesville WI. I learned from Brian Duvalle, Zoning Administrator/Building Inspector these signs are non-conforming use but can remain due to grandfather approvals. The contact with Lamar produced an old 25 year “Land Lease” for the two signs located on City Property “Donaldson Agreement”. Consequently the sign land leases which were acquired by Lamar expired at the end of December 2016.

**ANALYSIS**

While not much can be done on the “Content” advertised on these signs the fact that they are located on City property opened up communications about if they should be maintained. Both the City Planning Commission and City Attorney have been presented the sign information and the City Attorney has ruled that the City could have the signs removed or City could enter into new land leases.

The Airport Commission gave authority for the Airport Chairman and the City Administrator to sign the new lease agreement on the Airport sign after review by the City Attorney.

**FINANCIAL IMPACT**

Sign Location	Annual Revenue	Revenue to receive
City General Fund (10): Sign #61293/61294	\$1,613.00	\$550.00 (20%) – General Fund.
Airport Fund: (42): Sign #61295/61296	\$8,974.13	\$1,800 (34%) – Airport Fund

**STAFF RECOMMENDATION**

Staff is recommending City Council approve the Webb Street – Sign lease and authorize the Mayor and City Administrator sign the Lamar Agreement after review by the City Attorney for form and content.

- Attachment:
- Lamar Sign Information / photos
  - Planning Commission Minutes May 31, 2017
  - City Attorney Letter
  - Lamar Leases (City and Airport)

Photo # 61293 & 61294 (Not Shown)



Panel: 61293  
 TAB ID: 572906  
 Location: WEBB STREET EL 300' S/O VINE STREET  
 Lat/Long: 43.52669 / -90.0142  
 Media/Style: Poster/Retro  
 Impressions: 15117/week  
 Panel Size: 10'6" x 22'9" [Spec Sheet](#)  
 Facing/Read: N/Left Of Road  
 Illuminated: No

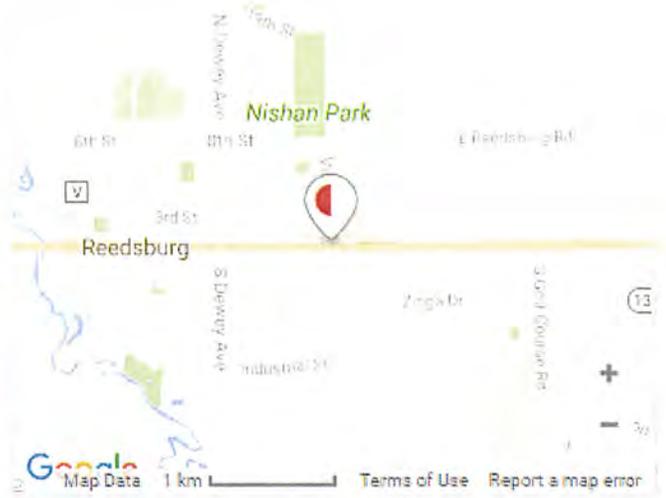
Advertising Strengths: This poster is located on this heavily traveled local artery in Reedsburg and is perfect for reaching the local customers in the Reedsburg market.

**SIGN EASEMENT DESCRIPTION  
 FROM  
 CITY OF REEDSBURG  
 (South Webb Avenue Site)**

A parcel located in the Northwest Quarter of the Southwest Quarter of Section 10, Town 12 North, Range 4 East, being a portion of Assessor's Lot 145, Assessor's plat of the City of Reedsburg, Sauk County, Wisconsin which is described as follows:

Commencing at the Southeast Corner Lot 1, Sauk County Certified Survey Number 1385; Thence S 58°52'15" E, 31.70 feet, to the centerline of South Webb Avenue; Thence S 46°30'00" W, 166.80 Feet along the centerline of South Webb Avenue, to the point of curvature of a curve to the left having a radius of 230.00 feet and a central angle of 35°30'00"; Thence Southeasterly, 142.51 feet along the arc of said curve, also being along the centerline of South Webb Avenue, the long chord of which bears S 28°45'00" W, 110.00 feet; Thence S 11°00'00" E, 85.94 feet along the centerline of South Webb Avenue; Thence S 79°00'00" E, 33.00 feet, said point being the Point of Beginning of the description; Thence N 11°00'00" E, 10.00 feet along the easterly right-of-way of South Webb Avenue; Thence S 79°00'00" E, 45.00 feet; Thence S 11°00'00" W, 20.00 feet; Thence N 79°00'00" W, 45.00 feet to the easterly right-of-way of South Webb Avenue; Thence N 11°00'00" E, 10.00 feet along the easterly right-of-way of South Webb Avenue to the Point of Beginning.

Photo #: 61295 & 61296 (Not Shown)



Panel: 61295  
TAB ID: 572908  
Location: HWY 33 SL 600' E/O KING STREET  
Lat/Long: 43.532275 / -89.984245  
Media/Style: Poster/Retro  
Impressions: 30482/week  
Panel Size: 10'6" x 22'9" [Spec Sheet](#)  
Facing/Read: E/Left Of Road  
Illuminated: No

Advertising Strengths: Located at a traffic light and inbound to downtown Reedsburg, this poster is positioned perfectly to target travelers as they enter the Reedsburg area. In the immediate vicinity of this poster are numerous retail establishments, grocery stores and restaurants.

**SIGN EASEMENT DESCRIPTION  
FROM  
CITY OF REEDSBURG  
(Airport Site)**

A parcel located in the Northwest Quarter of the Southeast Quarter of Section 11, Town 12 North, Range 4 East, City of Reedsburg, Sauk County, Wisconsin which is described as follows:

Commencing at the Northeast corner of Block 2, Schulz's Subdivision; Thence N 89°44'50" E, 519.38 feet along the south right-of-way line of East Main Street; Thence N 89°37'55" E, 94.31 feet along the south right-of-way line of East Main Street, said point being the Point of Beginning of this description; Thence N 89°37'55" E, 20.00 feet along the south right-of-way line of East Main Street; Thence S 00°22'05" E, 30.00 feet; Thence S 89°37'55" W, 20.00 feet; Thence N 00°22'05" W, 30.00 feet to the Point of Beginning.

# Reedsburg Plan Commission

May 31, 2017



Mayor Dave Estes called the meeting of the Reedsburg Plan Commission to order at 5:00 p.m. in Reedsburg City Hall.

**Present:** Alder Dave Knudsen, Charlie Backeberg, Josh Bernien & Steve Zibell

**Absent:** Alder Jim Heuer & Jim Schulenburg

**Also present:** Brian Duvall

**Approval of Minutes:** Motion by Knudsen, seconded by Backeberg to approve the 5/10/17 minutes.

Motion approved

**Consider Conditional Use Permit for expansion of RAMC employee parking lot. The request will also include a preliminary Certified Survey Map and proposed rezoning from Government to R-2 Residential – 2000 N Dewey Ave, 1301 19<sup>th</sup> St & 1210/1230 19<sup>th</sup> St; parcel #s 1931, 1932, 1933, 1940, 1950, 1939, 2587 & 2585 – Reedsburg Area Medical Center.**

Duvall stated that there are three requests, a CUP by the Plan Commission and a rezoning and CSM that would be recommended to Council.

Gary Woolever from Vierbicher stated that there would be:

- New parking
- Straighten 19<sup>th</sup> St
- New retention basin
- Tree removal of box elders
- New full size basketball court
- That 19<sup>th</sup> and Ridgeview would now flow to basins which are now bypassed

RAMC Administrator Bob Van Meeteren stated that:

- Some staff is currently forced to park on street
- Would like to hire more but out of space
- Moving Ridgeview will help with future cooling tower placement

Neighbor Dennis Rose stated concerns about noise from HVAC and tree removal. Kellen Chicoine stated concerns future stormwater flows. Discussion was held on enclosing the future HVAC units and having a three-tiered basin, of which calculations indicate would hold more water than the existing basin. 19<sup>th</sup> St would still serve as the stormwater overflow area.

Motion by Knudsen, seconded by Bernien to approve the CUP as presented.

Motion approved

Motion by Knudsen, seconded by Backeberg to recommend approval to City Council the Rezoning and CSM as presented.

Motion approved

**Update of/consider Farmers Market and billboards on E Main St & S Webb Ave.**

Discussion was held on the billboards being legal non-conforming structures. The farmers market, while not permitted on its own, may be an accessory use of RAMC. Duvall will check into it more.

Motion by Backeberg, seconded by Knudsen to adjourn at 5:40.

Motion approved

Respectfully submitted,

Brian Duvall, Planner/Building Inspector

**CITY OF REEDSBURG**  
**OFFICE OF CITY ATTORNEY**

---

110 Main Street  
Post Office Box 231  
Reedsburg, Wisconsin 53959-0231

Telephone (608) 524-8231  
Facsimile (608) 524-4766

February 22, 2017

City of Reedsburg  
Steve Compton, City Administrator  
134 S Locust Street  
Reedsburg WI 53959

Re: Donaldson Agreement

Dear City Administrator,

At your request I have reviewed the Agreement between Arthur T. Donaldson and the City of Reedsburg which appears to be dated January 1, 1991. The City gave Donaldson a 25 year lease on two separate parcels for billboard advertisements. It appears that the lease was assigned to Lamar sometime between the execution of the lease and today. The lease agreement expired on January 1, 2017 and Lamar does not have a legal right to use the billboards on the property. Now that the lease term has expired the City has two options: (1) it can give notice to Lamar that the lease has expired and require Lamar to remove the billboard structures; or (2) it can renegotiate the lease with Lamar.

Very truly yours,

**LaROWE GERLACH TAGGART LLP**



Maximilian J. Buckner  
[mjbuckner@lgtlawfirm.com](mailto:mjbuckner@lgtlawfirm.com)

MJB/cs  
pc: Brian Duvalle

Lamar Co # 234

This Instrument Prepared by:  
James R. McIlwain  
5321 Corporate Boulevard  
Baton Rouge, Louisiana 70808

New  
Lease # 21476-01



James R. McIlwain

Webb Street Sign

**SIGN LOCATION LEASE**

THIS LEASE AGREEMENT, made this 10<sup>th</sup> day of July, 2017, by and between:

City of Reedsburg Wisconsin

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides  
**WITNESSETH**

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, ~~including changeable copy faces or electronic faces, as are allowed by local and state law,~~ and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Sauk, State of Wisconsin, more particularly described as:

**Webb Street 400'S/W of Railroad Street, existing Lamar Advertising sign numbers 61294 & 61293  
Tax Parcels: 276-1659-0000  
EXISTING LAMAR ADVERTISING SIGN LOCATION LAMAR SIGN NUMBERS 61293 & 61294**

1. This Lease shall be for a term of two (2) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin **January 1<sup>st</sup> 2017** ("commencement date").

This Lease shall extended year to year, on the same terms and conditions. Said extension shall automatically go into effect unless Lessee or Lessor shall give to Lessee / Lessor written notice of non-extension at least sixty (60) days prior to the expiration of the original term.

2. LESSEE shall pay to LESSOR an annual rental of (\$550.00) Dollars, payable annually in advance in equal installments of Five Hundred And Fifty Dollars (\$550.00) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. ~~LESSEE~~ may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way ~~or in LESSEE'S opinion the location becomes economically or otherwise undesirable~~. If ~~LESSEE~~ is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, ~~LESSEE~~ may elect to terminate this lease. In the event of termination of this Lease prior to expiration, ~~LESSOR~~ will return to ~~LESSEE~~ any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the ~~LESSEE~~ or its predecessor shall remain the property of ~~LESSEE~~ and may be removed by ~~LESSEE~~ at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, ~~LESSEE~~ agrees to restore the surface of the premises to its original condition. The ~~LESSEE~~ shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of ~~LESSEE'S~~ sign, at the sole discretion of ~~LESSEE~~. All such permits and any nonconforming rights pertaining to the premises shall be the property of ~~LESSEE~~.

6. ~~LESSOR~~ represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant ~~LESSEE~~ free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. ~~LESSOR~~ is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. ~~LESSOR~~ acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of ~~LESSEE~~.

7. In the event of any change of ownership of the property herein leased, ~~LESSOR~~ agrees to notify ~~LESSEE~~ promptly of the name, address, and phone number of the new owner, and ~~LESSOR~~ further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that ~~LESSEE~~ assigns this lease, assignee will be fully obligated under this Lease and ~~LESSEE~~ will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both ~~LESSEE~~ and ~~LESSOR~~.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the ~~LESSOR~~ grants to the ~~LESSEE~~ the right to relocate its sign on ~~LESSOR'S~~ remaining property adjoining the condemned property or the relocated highway. Any condemnation award for ~~LESSEE'S~~ property shall accrue to ~~LESSEE~~.

9. ~~LESSEE~~ agrees to indemnify ~~LESSOR~~ from all claims of injury and damages to ~~LESSOR~~ or third parties caused by the installation, operation, maintenance, or dismantling of ~~LESSEE'S~~ sign during the term of this lease. ~~LESSEE~~ further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. ~~LESSOR~~ agrees to indemnify ~~LESSEE~~ from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of ~~LESSOR~~ herein.

~~11. If LESSOR desires to sell or otherwise transfer any interest in the property upon which the sign is situated, LESSOR grants LESSEE an option to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. LESSEE must elect to exercise this option within thirty (30) days after written notification of LESSOR's desire to sell. LESSEE'S failure to exercise this option within said period shall be a waiver of this option. The price for such easement (servitude) shall be six (6) times the previous Lease year's annual rental paid by LESSEE pursuant to the terms hereof. Closing shall be within thirty (30) days of LESSEE'S exercise of this option.~~

~~12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.~~

13. If required by ~~LESSEE~~, ~~LESSOR~~ will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, ~~LESSOR~~ authorizes and appoints ~~LESSEE~~ as ~~LESSOR'S~~ agent, representative, and attorney in fact for the limited purpose of executing on behalf of ~~LESSOR~~ such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. ~~LESSOR~~ further authorizes ~~LESSEE~~ to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

**THE LAMAR COMPANIES, LESSEE:**

**LESSOR:**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
VICE-PRESIDENT/GENERAL MANAGER

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:**     /     /

**DATE:**     /     /

\_\_\_\_\_  
LESSOR'S TELEPHONE NUMBER

\_\_\_\_\_  
LESSOR'S SOCIAL SECURITY NUMBER /  
EMPLOYER IDENTIFICATION NUMBER

\_\_\_\_\_  
W-9 Name (as shown on your Income Tax Return)

\_\_\_\_\_  
Tax ID Parcel # (for land on which sign is located)

**Address of LESSEE:**

**Address of LESSOR:**

Witnesses (**LESSEE**)

Witnesses (**LESSOR**)

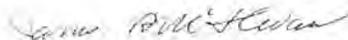
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\_\_\_\_\_

Lamar Co # 234

This Instrument Prepared by:  
James R. McIlwain  
5321 Corporate Boulevard  
Baton Rouge, Louisiana 70808

New  
Lease # 21476-02



James R. McIlwain

Airport Sign

**SIGN LOCATION LEASE**

THIS LEASE AGREEMENT, made this 10<sup>th</sup> day of July, 2017, by and between:

City of Reedsburg Wisconsin

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

**WITNESSETH**

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, ~~including changeable copy faces or electronic faces~~, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Sauk, State of Wisconsin, more particularly described as:

**1720 East Main Street  
Tax Parcels: 276-2084-00000  
EXISTING LAMAR SIGN LOCATION AND SIGN NUMBERS 61295 & 61296**

1. This Lease shall be for a term of two (2) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin **January 1<sup>st</sup> 2017** ("commencement date").

This Lease shall extended year to year, on the same terms and conditions. Said extension shall automatically go into effect unless Lessee or Lessor shall give to Lessee / Lessor written notice of non-extension at least sixty (60) days prior to the expiration of the original term.

2. LESSEE shall pay to LESSOR an annual rental of (\$1,800.00) Dollars, payable annually in advance in equal installments of One Thousand Eight Hundred Dollars (\$1,800.00) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or ~~in **LESSEE'S** opinion the location becomes economically or otherwise undesirable~~. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, **LESSEE** agrees to restore the surface of the premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE'S** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. **LESSOR** is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. **LESSOR** acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.

~~11. If **LESSOR** desires to sell or otherwise transfer any interest in the property upon which the sign is situated, **LESSOR** grants **LESSEE** an option to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. **LESSEE** must elect to exercise this option within thirty (30) days after written notification of **LESSOR'S** desire to sell. **LESSEE'S** failure to exercise this option within said period shall be a waiver of this option. The price for such easement (servitude) shall be six (6) times the previous Lease year's annual rental paid by **LESSEE** pursuant to the terms hereof. Closing shall be within thirty (30) days of **LESSEE'S** exercise of this option.~~

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13. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, **LESSOR** authorizes and appoints **LESSEE** as **LESSOR'S** agent, representative, and attorney in fact for the limited purpose of executing on behalf of **LESSOR** such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. **LESSOR** further authorizes **LESSEE** to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

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THE LAMAR COMPANIES, LESSEE:

LESSOR:

BY: \_\_\_\_\_

VICE-PRESIDENT/GENERAL MANAGER

DATE:    /    /

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE:    /    /

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /  
EMPLOYER IDENTIFICATION NUMBER

W-9 Name (as shown on your Income Tax Return)

Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

Address of LESSOR:

Witnesses (LESSEE)

Witnesses (LESSOR)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



City of Reedsburg  
134 South Locust Street, P.O. Box 490  
Reedsburg, WI 53959  
Ph. 608-524-6404 Fax. 608-524-8458  
www.reedsburgwi.gov

## STAFF REPORT

AGENDA ITEM: IV-c

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**To:** Mayor and Common Council  
**Prepared By:** Steven Zibell, Public Works  
**Through:** Stephen P. Compton, City Administrator  
**Date of Meeting:** July 24, 2017

**Subject: RAMC Work in Ridgeview Drive Right-of-way Resolution**

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### BACKGROUND AND REQUEST

This is part of the Hospital project involving Ridgeview Drive right-of-way. RAMC and its contractor needs permission to work in this right-of-way until we officially vacate this portion of Ridgeview Drive.

### ANALYSIS

The resolution will give the Hospital and its contractor the legal authority to remove and build in the Ridgeview Drive right-of-way. This is needed temporarily until the street is fully vacated.

### STAFF RECOMMENDATION

Staff recommends approval.

Attachment:  
Resolution

**CITY OF REEDSBURG**  
**Common Council Resolution**  
**(RAMC Work in Ridgeview Drive Right-of-Way)**

**File No. 4297-17**

**WHEREAS**, The City of Reedsburg (City) and Reedsburg Area Medical Center (RAMC) have entered into agreements regarding mutually beneficial public and private improvements and projects in the vicinity of RAMC's North Dewey campus; and

**WHEREAS**, in connection with those agreements and projects RAMC's contractor will work in the City's Ridgeview Drive right-of-way in advance of the anticipated vacation and relocation of the street

**NOW THEREFORE, BE IT RESOLVED BY THE REEDSBURG COMMON COUNCIL AS FOLLOWS:**

Reedsburg consents to RAMC's contractor performing work in the Ridgeview Drive right-of-way subject to the Temporary Street Privilege Permit attached.

This Resolution adopted by the City of Reedsburg Common Council **July** 2017 by a vote of \_\_\_\_ Yes \_\_\_\_ No.

**CITY OF REEDSBURG**

Dated **July** 2017

\_\_\_\_\_  
David G. Estes, Mayor

Dated **July** 2017

\_\_\_\_\_  
Jacob Crosetto, Clerk/Treasurer

## Temporary Street Privilege Permit

Reedsburg Area Medical Center (RAMC) is hereby granted a temporary street privilege permit to perform work and install improvements in the Ridgeview Drive right-of-way depicted in Exhibit A attached and subject to a pending discontinuance proceeding in connection with the hospital and 19th Street construction project. In granting this temporary street privilege permit RAMC and the City agree as follows:

1. RAMC shall be primarily liable for damages to personal property by reason of the granting of this temporary street privilege permit.
2. RAMC may assign and delegate this temporary street privilege permit to its contractors who shall be bound by its terms and conditions.
3. RAMC and its contractors shall perform the work and install the improvements consistent with all approved plans and specifications.
4. By the acceptance and implementation of this temporary privilege RAMC acknowledges that this grant of temporary privileges constitutes a permissive use of the City's property and does not create any rights to accrue against the City's real estate title.
5. Third parties whose rights are interfered with by the granting of this privilege shall have a right of action against RAMC only and RAMC shall indemnify and hold the City harmless.
6. RAMC shall be responsible for the cost of all work and improvements constructed and installed pursuant to this agreement and shall not have or maintain any claims against the City.
7. RAMC shall furnish to the City satisfactory written evidence that RAMC has in full force and effect during the term of this temporary street privilege permit insurance as follows:
  - a. RAMC will carry, at its own cost and expense, the following insurance: (i) worker's compensation insurance as required by law; (ii) commercial general liability (CGL) insurance with respect to their activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000.00), per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage.

- b. RAMC's CGL insurance shall be issued by an insurer authorized to issue CGL insurance policies in the State of Wisconsin and shall contain a provision including the City as an additional insured.
  - c. RAMC shall file with the City a Certificate of Insurance signed by the insurer's representative evidencing the required coverage. The evidence shall include an additional insured endorsement.
8. Except for the negligent acts or willful misconduct of the City's agents or employees, RAMC agrees to indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be held liable, which arise from the negligence, willful misconduct, or other fault of RAMC or its employees, agents, or subcontractors in the performance of this Agreement.
9. The parties do not intend that any agency or partnership relationship be created between them by this agreement and neither party is nor will either party purport to be an agent of the other party.
10. The term of this agreement shall be July 17, 2017 through August 31, 2017 except that the City may terminate this agreement at any time for any reason in its sole discretion that the public interest requires termination.
11. No City Liability:
- a. The City shall have no responsibility or liability for the care, maintenance and/or repair of the work area premises for use in connection with the RAMC activities.
  - b. RAMC shall be responsible for all costs and expenses associated with its use of the work area premises.
  - c. RAMC will use and occupy the work area premises in their as-is, where-is" condition. The City makes no express or implied representations or warranties regarding the condition of the property or its suitability for its use by RAMC.
12. The parties do not intend that any agency or partnership relationship be created between them by this agreement and neither party is nor will either party purport to be an agent of the other party.

**CITY OF REEDSBURG**

Dated July \_\_\_\_, 2017

\_\_\_\_\_  
David G. Estes, Mayor

Dated July \_\_\_\_, 2017

\_\_\_\_\_  
Jacob Crosetto, Clerk/Treasurer

**REEDSBURG    AREA    MEDICAL  
CENTER**

Dated July \_\_\_\_, 2017

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## STAFF REPORT

AGENDA ITEM: V-A

To: Mayor, Common Council

By: Stephen P. Compton, City Administrator *SPC*

Date of Meeting: July 24, 2017

**Subject: Reedsburg Arts Committee (RAC) – Committee Member Appointments**

### BACKGROUND AND REQUEST

On June 26, 2017 the Ordinance and City Council meeting approved the draft ordinance creating the Reedsburg Arts Committee. The 2<sup>nd</sup> reading and Public Hearing was held June 10, 2017. The effective date of the Reedsburg Arts Committee will be July 18, 2017, if no protests are lodged with the City Clerk-Treasurer.

### ANALYSIS

At the July 24, 2017 meeting the Mayor will present the new RAC Board members for approval of the City Council. All prior members of the Arts in Public Places – Blue Ribbon Committee have contacted the City Administrator and have indicated a desire to continue to service on the new Reedsburg Arts Committee.

#### 2.07 REEDSBURG ARTS COMMITTEE

- (1) The Reedsburg Art Committee shall have seven voting members who reside or have a business in the City. Four members of the public, living in the City shall serve staggered terms of three years and three members shall be appointed for the opposite terms period. (Initial member appointments may be reduced to help with the transition time creation of the committee)
- (2) The Reedsburg Arts Committee shall be an advisory committee to the mayor and council to carry out the "Arts in Public Places – Policy" as approved by the City Council. The Reedsburg Arts Committee shall strive to create a long range strategic Arts plan and complete the refinement of the Arts in Public Places policy.
- (3) The Reedsburg Arts Committee shall supervise and recommend expenditures of the 1% Art in Public Places Funding as approved annually by the City Council. The Arts Committee may seek grant funds for special Art placement in public places. Awarded grants must be approved by the mayor and council.

### FINANCIAL IMPACT

NA

### STAFF RECOMMENDATION

The Mayor is recommending the following members for the Reedsburg Arts Committee. Seven (7)

Four Members:	Three Members:
1. Jenifer Stanek (May 1,2017-Mar. 31, 2020)	1. Jeffery Herschleb (May 1, 2017 – Mar. 31, 2018)
2. Katie Schofield (May 1,2017-Mar. 31, 2020)	2. Joann Mundth Douglas (May 1,2017 – Mar. 31, 2019)
3. Jessica Bauer (May 1,2017-Mar. 31, 2020)	3. Jay Salinas (May 1, 2017 – Mar. 31, 2018)
4. Lee Gnatzig (May 1,2017-Mar. 31, 2019)	

The Chair of the Reedsburg Arts Committee shall be: Jenifer Stanek.

Attachments:

None



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC  
1025 SOUTH MOORLAND ROAD, SUITE 504  
BROOKFIELD, WI 53005  
414-434-9644  
FAX: 414-226-2014

To: Brett Schuppner, General Manager  
Reedsburg Utility Commission

From: Carol Wirth, Wisconsin Public Finance Professionals, LLC ("WPFP")

Date: July 17, 2017

Re: Update - Refinancing #2 - Communications Utility 2009 G.O. Refunding Bonds

On May 8, 2017, a Report on Refinancing Communications Utility Debt was presented to and approved by the Commission and Common Council. The Report contained the detail for the refinancing of two pieces of existing Communications Utility Debt. Refinancing #1 was the refinancing of the 2015 State Trust Fund Loan for interest savings. This refinancing was completed June 1, 2017 at a true interest rate of 2.99% and produced a final net interest savings of \$516,728 over the 18-year life of the issue. Refinancing #2 is the refinancing of the 2009 G.O. Refunding Bonds to restructure the \$6 million term bond scheduled for payment on December 1, 2019. The 2009 Bonds are outstanding at 3.8% and have a prepayment option beginning December 1, 2017. The goal of refinancing #2 is to take advantage of the prepayment option, which will stop the 3.8% interest as of December 1, 2017, and to restructure this debt at a lower interest rate and produce a level repayment structure for all combined Communications Utility debt.

The schedules below include the Sources and Uses of Funds, an estimated Debt Service Schedule and an estimated Debt Service Savings Comparison. These schedules include estimated issuance expenses and interest rates reflective of current market rates.

This schedule demonstrates the Series 2017B Bonds and estimated premium from investors will provide funds to pay off the 2009 Bonds and all expenses of issuance.

### Sources & Uses

Dated 09/18/2017 | Delivered 09/18/2017

#### Sources Of Funds

G.O. Refunding Bonds Series 2017B	\$6,000,000.00
Reoffering Premium Est.	92,988.85
<b>Total Sources</b>	<b>\$6,092,988.85</b>

#### Uses Of Funds

Issuance Expenses Including WPFP, Quarles & Brady, Moody's, Bankers' Bank	90,500.00
Pay Off 2009 Bonds on 12-01-17	6,000,000.00
Deposit to Debt Service	2,488.85
<b>Total Uses</b>	<b>\$6,092,988.85</b>

The schedule below is an estimated repayment schedule for the new 2017B Bonds using current market interest rates. The estimated true interest rate is 2.55% and includes all expenses of issuance. The final rates will be determined in the month of August.

### **\$6,000,000 G.O. Refunding Bonds Series 2017B Est. Debt Service Schedule**

Calendar Year	Principal	Coupon	Interest	Total P+I
2017	-	-	-	-
2018	435,000.00	3.000%	144,778.49	579,778.49
2019	440,000.00	3.000%	139,152.50	579,152.50
2020	455,000.00	3.000%	125,727.50	580,727.50
2021	470,000.00	3.000%	111,852.50	581,852.50
2022	480,000.00	3.000%	97,602.50	577,602.50
2023	495,000.00	2.500%	84,215.00	579,215.00
2024	505,000.00	2.000%	72,977.50	577,977.50
2025	520,000.00	2.150%	62,337.50	582,337.50
2026	530,000.00	2.350%	50,520.00	580,520.00
2027	545,000.00	2.500%	37,480.00	582,480.00
2028	555,000.00	2.650%	23,313.75	578,313.75
2029	570,000.00	2.800%	7,980.00	577,980.00
-	<b>\$6,000,000.00</b>	<b>TIC 2.55%</b>	<b>\$957,937.24</b>	<b>\$6,957,937.24</b>

The schedule below compares the estimated debt service for the new 2017B Bonds to the actual debt service for the 2009 G.O. Refunding Bonds. The column on the right totals \$501,937.24 as a "cost" due to the restructuring of the debt over 12 years. However, on a present value basis, this comparison is currently showing a "Net Present Value Benefit" of \$58,229.67.

### **Est. Debt Service Savings Comparison - Series 2017B Bonds Vs. 2009 Bonds**

Calendar Year	Series 2017B Ref Bonds Est.	2009 Ref Bonds D/S	Est. Net Savings (Cost)
2017	-	-	-
2018	579,778.49	228,000.00	(351,778.49)
2019	579,152.50	6,228,000.00	5,648,847.50
2020	580,727.50	-	(580,727.50)
2021	581,852.50	-	(581,852.50)
2022	577,602.50	-	(577,602.50)
2023	579,215.00	-	(579,215.00)
2024	577,977.50	-	(577,977.50)
2025	582,337.50	-	(582,337.50)
2026	580,520.00	-	(580,520.00)
2027	582,480.00	-	(582,480.00)
2028	578,313.75	-	(578,313.75)
2029	577,980.00	-	(577,980.00)
-	<b>\$6,957,937.24</b>	<b>\$6,456,000.00</b>	<b>(501,937.24)</b>

Net Present Value Benefit \$58,229.67

Net PV Benefit / \$6,000,000 Refunded Principal 0.970%

Upon completion of Refinancing #2, all Communications Utility Debt will be permanently structured at historically low interest rates. Below is a schedule of the combined issues from 2016 and 2017.

**Combined Communications Utility Debt Service Schedule After Refinancing #2 (Est.)**

Calendar Year	2016A Ref Bonds Final	2017A Ref Bonds Final	2017B Ref Bonds Est.	Combnd Est. Debt Service
2018	327,787.50	189,026.67	579,778.49	1,096,592.66
2019	324,887.50	188,650.00	579,152.50	1,092,690.00
2020	326,937.50	191,300.00	580,727.50	1,098,965.00
2021	323,937.50	193,850.00	581,852.50	1,099,640.00
2022	325,887.50	190,725.00	577,602.50	1,094,215.00
2023	327,737.50	191,900.00	579,215.00	1,098,852.50
2024	329,487.50	192,925.00	577,977.50	1,100,390.00
2025	331,137.50	188,875.00	582,337.50	1,102,350.00
2026	327,737.50	189,750.00	580,520.00	1,098,007.50
2027	329,287.50	190,475.00	582,480.00	1,102,242.50
2028	325,787.50	191,050.00	578,313.75	1,095,151.25
2029	327,012.50	191,475.00	577,980.00	1,096,467.50
2030	965,650.00	191,750.00	-	1,157,400.00
2031	965,687.50	191,668.75	-	1,157,356.25
2032	968,031.25	191,225.00	-	1,159,256.25
2033	968,625.00	190,618.75	-	1,159,243.75
2034	967,375.00	189,625.00	-	1,157,000.00
2035	964,250.00	188,237.50	-	1,152,487.50
-	\$9,727,243.75	\$3,433,126.67	\$6,957,937.24	\$20,118,307.66

**Timeline**

WFPF will assist the Commission and City to prepare to enter the Municipal Bond Market by coordinating the financing team and legal documents, preparing the Official Statement, and applying for a Moody's bond rating. This will be completed by August 22.

The Series 2017B Bonds will be priced on or about August 24 and final interest rates will be known and provided to Quarles & Brady for completion of the final resolution to be acted upon by the Council at the August 28<sup>th</sup> regular meeting. No other Council action is required prior to that date.

The closing will occur on September 18 with all funds wired to the City for deposit into a debt service account and used to pay off the 2009 Bonds on December 1, 2017.

Please feel free to contact me at any time with questions. I look forward to working with you on this refinancing.

Cc: Stephen Compton, City Administrator

## MEMODANDUM

**To:** Mayor, City Council  
**Prepared By:** Stephen P. Compton, City Administrator *SC*  
**Date of Meeting:** July 15, 2017  
**Subject:** 2017 Administrator Work Plan – Update July

### On Going Responsibilities

The City Administrator continues to work the 2017 plan as published in January. The following numbers while descriptive are not the complete story. I thank the Council and City staff for the challenging work to engage the many tasks the community desires and deserves.

Description	2016	2017 (6 Months)
Resolution	34	28
Ordinance	12	20
Permits and Licenses	538	683
Building Permits	283	168
Agenda Staff Reports	112	105
Citizen Complaints	4	3
Staff Coordinating Meetings *	24	14

\* Every two weeks on Wednesday mornings following City Council meeting.

General Fund	Revenue	Expenses
Budget	\$6,032,503.81	6,138,503.79
Actuals	\$4,729,591.14	3,110,067.01
% Received/Expensed	78.4%	50.7%

### Project Status-

- Listening Sessions- City Administrator continues to be available for the Mayor and City Council members to share and discuss ideas in a semiprivate setting. Coffee meetings are encouraged!
- Airport Commission – Number of Commissioners was increased to five. The City Administrator has been reporting "Taxi – Shared Ride" status under the Commission in preparation for the 2019 "Taxi - Shared Ride" contract renewal.
- Arts in Public Places – Blue Ribbon Committee report received. Arts Policy approved. Reedsburg Arts Committee formed. Committee supervises the 1% Public Arts Funding. The new Reedsburg Arts Committee will become a member of the Arts Wisconsin - state agency.
- City Council and the Personnel Committee have completed the Salary/Compensation and department staffing reviews and approved the City Merit Plan and Employee Recognition System. 2017 is the transition year in which employee evaluations are done throughout the year tied to the employee's anniversary date.
- The City Clerk-Treasurer is now routinely reporting quarterly the finances to the City Council. Changes under Ord 1842-17 have the City Clerk-Treasurer reviewing the Utility Commission bills. Work has begun on the update to the City Investment Policy and Park impact Fees.

- The 2016 Audit is being completed and should be presented in August 2017 with most prior year management report concerns resolved.
- Work continues on a CIP Project reporting system with the Public Works and Administration. Ehlers has been engaged to develop the first TIF Cash Flow (6 Districts), establishing a projection for financial needs from the 2017 Capital Plan. At the mid-year 2017 meeting the CIP Plan will need some updates due to approvals received in the past six months.

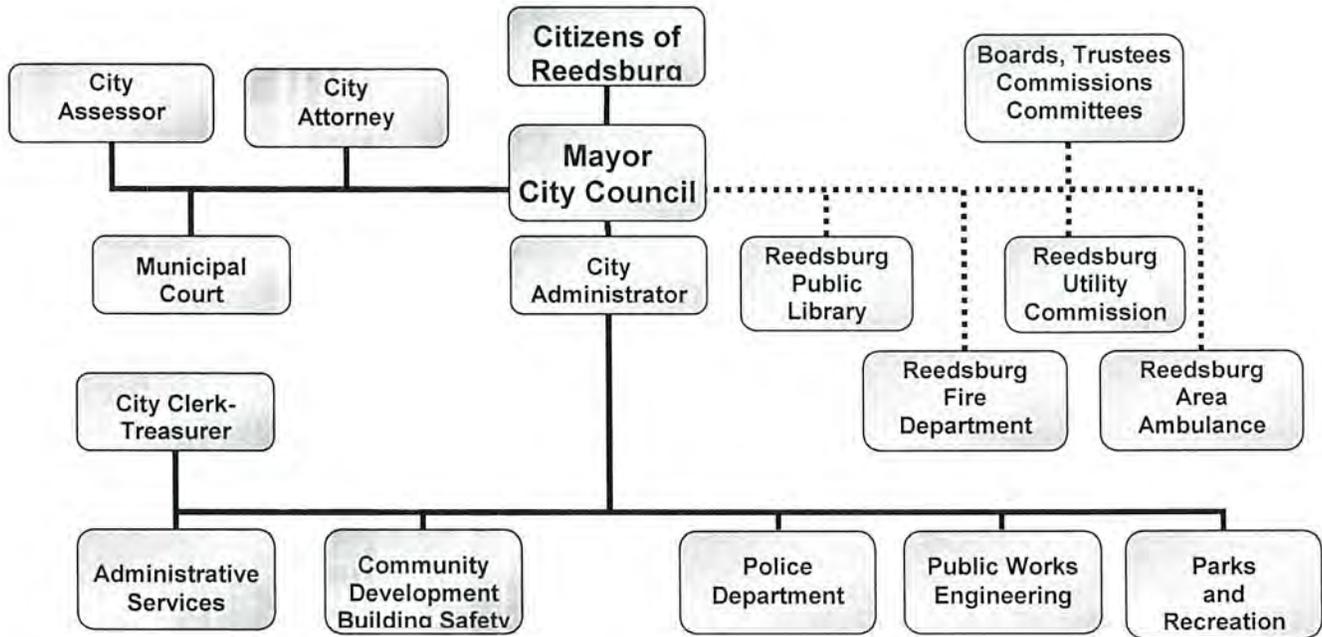
Many projects have started after the winter around the community:

- New CSM and movement on Lot 1, 2 and 3 of the old Cement Plant. Lot 3 has been sold. Removal of the old Pole Barn on Lot 2. Development plans being presented to CDA for the final sale and Development Agreement for Lot 1.
- High School - Flip House Program – Vine Street completed. 134 Eagle next. 525 Laurel waiting prior owner statutory recovery time – 3 years. (Access date 2019)
- Ground breaking of the five Lots on N. Grove – Habitat for Humanity/USDA Project. Searching for the next five lots in the community.
- Hospital traffic circulation and new parking plan under construction associated with land right of way acquisition, Ridgeview realignment, park land swaps and 19<sup>th</sup> street reconstruction.
- Dessa Rain Street - Developer agreement approved to complete the circulation and utility loop for the Ernstmeyer Developers Agreement to complete subdivision.
- Viking Estates (North Viking Drive) ground clearing, rough grade and drainage completed. Eventual construction of 6 two story, 12 apartment each (Total 72 apartment facility).
- Reroofed and upgraded new alert siren completed on Fire Department.
- Two new playground facilities installed. Nishan signs and plaques installed. Dedication of new ball field scoreboards by community donations.
- CEP Program: Information system servers relocated and replaced. Replacement vehicles purchased and two new transit vans (replace Transit Mini-Bus and Vans)
- Purchase of new street sweeper and training for Public works staff. Space planning for City Essential Facility: Public Works, Library, Recreation areas and Police.
- Discussions and beginning of a 23/33 Viking Drive/Main Street Corridor Study. Address traffic circulation, airport land access and industry impacts associated with new roadway.
- Airport Economic Impact Study in-progress.
- The 99-year land lease under the Ambulance Facility has been ended with the sale of the property to the Ambulance Company.
- Design Reedsburg Team, a grass roots community effort was completed and the draft report should become available to begin discussing what projects for funding may be addressed in the new city budget.
- City Hall – Internal improvements made to desk, chairs and carpeting. This next six months will see changes in the southeast corner of the Carnegie Free Public Library donated in 1910-11. The discussions have centered on creation of a community/committee historical room and research library (Grant Funding) to relocate historical records in the basement to a HVAC conditioned secure space.

➤ Other Research and Work areas

- City Administrator has polled the Mayor and City Council on priority settings, goals and objectives. Consensus of the input is the prior strategic planning held in 2013 appears to be sufficient and working.
- The 2017 Legislative Plan is operational with two meetings held in Madison associated with the League of Municipalities – Lobby Action team. The “Legislative Plan” as approved seeks funding for areas identified as funding gaps in the 2017 Budget.
- City Administrator engaged TRICOR – our health and benefits broker to study the City health-benefit costs and exposures. The report is expected in August for preparation of the new budget. This process is a tremendous effort to gather employee utilization data when the State of Wisconsin - Health Plan will not provide share information to agencies who use the plan. The broker must have City employees go through a “Form Fire” process to gather secured employee health information.
- Future Mayor Program and Youth Council to continue and be established the next school year to seek “Youth Voice Engagement”.
- Budget Development – FY 2018 Operating and CIP budget: Planning for the next financial options and fiscal plan for the City Council will begin at mid-year with the FY 2018 Budget development to be undertaken in the third and fourth quarters. Budget assumptions associated with salary, benefits, staffing positions and operation changes will be considered.
- A Community Development Block Grant contractor is being sought to review compliance, rewrite regulations and manage and update the City CDBG Program. City received a response to the city “Request For Proposals” and this item is making its way through the CDA and CDBG Committees.

## 2017 City Organizations Chart



## 2013 City Council Strategic Planning

Top Three	Quality of Life: – Public Safety (Police, Fire EMS), facilities, roads, wastewater: The high points in city services were police, fire and the responsiveness of caring for the city's infrastructure, including streets and the wastewater treatment plant.
Goal 1 (Votes 8)	Transportation and Infrastructure Improvements: The top priorities seemed to reflect an overall priority to improve the quality of life in the community. <b>The No. 1 choice with eight votes</b> was a plan to establish a route through the city that would keep heavy commercial trucks off the side streets, particularly Dewey Street, on the south side of Main Street.
Goal 2 (Votes 6)	Recreation Opportunities: More recreational opportunities and improvements to aging city buildings, each with <b>six votes</b> , tied for second place.
Goal 3 (Votes 5)	Improving Recreational Facilities and increasing shopping opportunities: It was a tie for third place as well with <b>five voting</b> in favor of improving recreational facilities and <b>five voting</b> for increasing retail shopping opportunities.
Goal 4 (Votes 4)	Maintain a low, competitive, Tax rate: Another priority was maintaining a low, competitive tax rate, an idea that got <b>four votes</b> .
Goal 5 (Votes 3)	Job Market: Boosting the job market received <b>three votes</b> .
Goal 6 (Votes 0)	N/A