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.
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.
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:

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)

Three Members:

** Chair of the Reedsburg Arts Committee

B. Upcoming Community Events

VI. COMMITTEE AND STAFF REPORTS:

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

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 9-10th, 2017 – Location: 545 North Oak Street and Sacred Heart Church – Fall Festival Parade – Date: September 9-10th, 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: 2nd 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: 2nd reading and public hearing on Ordinance 1847-17. Establishing No Parking on North Dewey south of 19th 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: 2nd 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.


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

Meeting adjourned at 7:44 pm

Respectfully submitted,

[Signature]

Julie Strutz
Deputy Clerk-Treasurer
## Operator License Application
(Pursuant to Reedsburg Ordinance, Section 12.01)

**Office Use Only**
- License #: 3556
- Provisional #: 7-5-17
- Fee: $50.00

**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.wccr.wicourts.gov/index.xsl](http://www.wccr.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.

### Personal Information
- **Last Name:** Goodrich
- **First Name:** Amanda
- **M.I.:** M
- **E-Mail Address:** Goodrich7205@gmail.com
- **Residence: Street Address:** 317 W. Flint St
- **City:** Lyndon Station
- **State:** WI
- **Zip:** 53940
- **Phone:** (068)1158329
- **Date of Birth:**
- **Race:** W
- **Sex:** M
- **Height:** 5'9"
- **Weight:** 150
- **Hair:** Brn
- **Eyes:** Blu

### Employment Information
- **Driver's License Number (State & Number):**
- **Place of Employment:** Kwik Trip
- **Contact Person & Phone number:** Leslie Parkhurst, 524-6954

### Residency History
- **Cities and States lived since age 18, including where you now reside:**
  - **From:**
  - **To:**
  - Lake Delton
  - Lyndon Station

### Citizenship Information
- **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 17th birthday, have you ever been convicted of a felony or misdemeanor?**
  - Yes
  - No

- **As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?**
  - Yes
  - No

- **Have you ever been convicted by a military court-martial?**
  - Yes
  - No

- **Have you ever been convicted of disorderly conduct that involved violence against another person?**
  - Yes
  - No

---

Continue on Reverse Side
### List Any Pending Criminal Charges, Citations or Tickets

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>Sauk County</td>
<td>Susp of reg</td>
<td>no</td>
<td>no</td>
</tr>
<tr>
<td>2014</td>
<td>Sauk County</td>
<td>Susp of reg</td>
<td>no</td>
<td>no</td>
</tr>
<tr>
<td>2014</td>
<td>Dane/Delion</td>
<td>Susp of reg</td>
<td>no</td>
<td>no</td>
</tr>
<tr>
<td>2014</td>
<td>Dane/Delion</td>
<td>No seat belt</td>
<td>no</td>
<td>no</td>
</tr>
</tbody>
</table>

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 20th day of June, 2017

Dana J. Horkan-Gant
Notary Public

My Commission expires 12/20/2020

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 of with the Reedsburg Police Department
- Files indicate that subject has the attached Criminal Arrest Record

Reedsburg Police Department Authorized Signature

7-17-17
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]

Office Use Only License # 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.wccacourts.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: Everill
First Name: Kayla
M.I.: E
E-Mail Address: kaylaeverill@gmail.com

Residence: Street Address
957 Joseph Cir

City: Reedsburg
State: WI
Zip: 53959

Phone: 608-963-8287
Date of Birth: 04/07/1987
Birth Place (City, State): Madison, WI
Race: White
Sex: F
Height: 5'-9"
Weight: 110
Hair: Brown
Eyes: HAZ

Driver’s License Number (State & Number): 123456789
Place of Employment: White Whis Red Pub
Contact Person & phone number: Jeff Kirt 393-4080

Other names, aliases or birth dates ever used:

Cities and States lived in since age 18, including where you now reside:

From: 2005 to 2010
Westfield, WI
Reedsburg, WI

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 17th birthday, have you ever been convicted of a felony or misdemeanor?
(Including criminal traffic offenses) □ Yes □ No

As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?
□ Yes □ No

Have you ever been convicted by a military court-martial?
□ Yes □ No

Have you ever been convicted of disorderly conduct that involved violence against another person?
□ Yes □ No

Continue on Reverse Side
List Any Pending Criminal Charges, Citations or Tickets

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td></td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td></td>
<td>DC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td></td>
<td>OWI</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Amanda [Redacted]
Applicant's 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

Reedsburg Police Department Authorized Signature _______________________________ Date 07/06/17
ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning

J une 30 2 0 1 7

ending

J une 30 2 0 1 8

TO THE GOVERNING BODY of the:

C ity of Reedsburg

County of Sauk

Aldermanic Dist. No. (if required by ordinance)

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/unlimited liability companies give registered name)

Dinner Thieves

Title

President/Member

Vice President/Member

Secretary/Member

Treasurer/Member

Agent ▶ Melissa Brandon

Directors/Managers

3. Trade Name ▶ Dinner Thieves LLC

Business Phone Number 7 68-31 0 0 0

4. Address of Premises ▶ 148 2 2 0 0 m a n

Post Office & Zip Code ▶ 1 8 3 5 3 9 8 1 9

5. Is individual, partners or agent of corporation/unlimited liability company subject to completion of the responsible beverage server training course for this license period?

□ Yes □ No

6. Is the applicant an employee 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/unlimited liability company applicants only: Insert state and date of registration.

□ Yes □ No

(b) Is applicant corporation/unlimited 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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include

□ Yes □ No

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.)

□ Yes □ No

10. Legal description (omit if street address is given above):

□ Yes □ No

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 license was license issued?

□ Yes □ No

12. Does the applicant understand that they must file a Special Occupational Tax return (TTB form 5630.6) before beginning business? [phone 1-800-937-8854]

□ Yes □ No

13. Does the applicant understand that they must hold a Wisconsin Seller's Permit?

□ Yes □ No

[phone (608) 265-2776]

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 2 2 d day of June 2017

Cieaa In Young

My commission expires 11-03-17

(Official of Corporation/Member/Manager of Limited Liability Company/Partner (Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6-23-17

Date reported to council/board Date provisional license issued Signature of Clerk / Deputy Clerk

Date license granted Date license issued License number issued

ATT-066-R (8-7-15)
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]

- Beth Branch
- Melissa Lynn Brandt
- 31598 87W

[Home Address (street/number) Post Office City}

- 53174 Hwy G
- LaVale
- WI

[Home Phone Number Age Date of Birth Place of Birth]

- 985 836 63
- 34
- 11 01 81
- Reedsburg

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.
☐ [Other Description]

[Name of Corporation, Limited Liability Company or Nonprofit Organization]

Melissa Brandt

[If member of a partnership, state member/manager/agent]

Dinner Thieves LLC

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

1. How long have you continuously resided in Wisconsin prior to this date? ☐ Yes ☐ No

2. 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.)]

3. Are charges being 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.]

4. 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

[Name, Location and Type of License/Permit]

5. 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, winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☐ No

[Name of Wholesale Licensee or Permittee] [Address by City and County]

6. Named individual must list in chronological order last two employers.

[Employer's Name] [Employer's Address] [Employed From] [To]

[Employer's Name] [Employer's Address] [Employed From] [To]

Robin Meister

Eagle County Health Department

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

3rd day of June 2017

Anita Young

[Signature of Notary Public]

My commission expires 11-03-17

[Signature of Named Individual]
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 of
[ ] City

County of Sauk

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

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

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

And: RKW LLC (signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

Melissa Brandt (handwritten agent’s name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcoholic beverages conducted on the premises for the corporation/organization/limited liability company.

Melissa Brandt June 6, 2017 (signature of agent)  

38174 Hwy G (home address of agent)  

Date of birth: 11/11/18

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 of proper local official]  

Title: Police Chief (town chair, village president, police chief)

Wisconsin Department of Revenue
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
13601 Burnet Rd., Suite 100
Austin, Texas 78727
P: 800-442-1149
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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Offense</th>
<th>Verdict</th>
<th>Statute Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/12/2017</td>
<td>Underage Drinking</td>
<td>Guilty</td>
<td>(125.07(4)(b))</td>
</tr>
<tr>
<td>5/12/2017</td>
<td>Possess/Procure Alcohol</td>
<td>Guilty</td>
<td>(125.07(4)(a))</td>
</tr>
</tbody>
</table>

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 possesssions 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

Office Use Only License # 2017003409 Provisional # 4th Qtr. 2016-17 (eff. July of even-numbered years)

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.wcicars.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.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>M.I.</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marshall</td>
<td>Alisia</td>
<td>N</td>
<td><a href="mailto:alisia.marshall@yahoo.com">alisia.marshall@yahoo.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Residence: Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>53187 Golf Course Road</td>
<td>Reedsburg</td>
<td>WI</td>
<td>53959</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Date of Birth</th>
<th>Birth Place (City, State)</th>
<th>Race</th>
<th>Sex</th>
<th>Height</th>
<th>Weight</th>
<th>Hair</th>
<th>Eyes</th>
</tr>
</thead>
<tbody>
<tr>
<td>608-415-9235</td>
<td></td>
<td>San Diego, California</td>
<td>White</td>
<td>F</td>
<td>5'7&quot;</td>
<td>145</td>
<td>Brown</td>
<td>Brown</td>
</tr>
</tbody>
</table>

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

Other names, aliases or birth dates ever used

N/A

Cities and States lived since age 18, including where you now reside:

<table>
<thead>
<tr>
<th>City/State</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego, California</td>
<td>1999</td>
<td>2005</td>
</tr>
<tr>
<td>Coastal, California</td>
<td>2005</td>
<td>2011</td>
</tr>
<tr>
<td>Reedsburg, Wisconsin</td>
<td>2011</td>
<td>2017</td>
</tr>
</tbody>
</table>

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 17th birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)
☐ Yes ☑ No

As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?
☐ Yes ☐ No

Have you ever been convicted by a military court-martial?
☐ Yes ☐ No

Have you ever been convicted of disorderly conduct that involved violence against another person?
☐ Yes ☑ No

Continue on Reverse Side
### List Any Pending Criminal Charges, Citations or Tickets

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Charge</th>
<th>At the time of incident were you under the influence of alcohol and/or other drugs?</th>
<th>Did the incident occur in or around an establishment that serves alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>Reedsburg</td>
<td>Underage Drinking Ticket</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>2017</td>
<td>&quot;</td>
<td>Possession of Alcohol</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>&quot;</td>
<td>No Ins.</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>Too Fast For One</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>Getting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 23rd day of June, 2017

[Signature]
Notary Public

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 of 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
Date of Completion: 06/22/2017

School Name: 360training.com, Inc.
Certification #: WI-61952

I, [Signature], 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
STAFF REPORT

AGENDA ITEM: III-A

To: Common Council
Prepared By: Stephen P. Compton, City Administrator
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 / Treasurer 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:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Department</th>
<th>Current Hourly Wage</th>
<th>Market Wage Adjustment</th>
<th>New Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacob Crosetto</td>
<td>City Clerk – Treasurer</td>
<td>28.88</td>
<td>3.13 Hour</td>
<td>32.01</td>
</tr>
</tbody>
</table>

ADOPTED on this 24th 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: __________
<table>
<thead>
<tr>
<th>Agency</th>
<th>Clerk/Treasurer</th>
<th>Deputy Clerk/Treasurer</th>
<th>Receptionist</th>
<th>Court Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elkhorn</td>
<td>$69,240</td>
<td>$47,305</td>
<td>$33,348</td>
<td>$35,360</td>
</tr>
<tr>
<td>Hartland</td>
<td>$81,109</td>
<td>$43,862</td>
<td>$33,461</td>
<td>N/A</td>
</tr>
<tr>
<td>Holmen</td>
<td>$76,000</td>
<td>$45,845</td>
<td>$33,384</td>
<td>N/A</td>
</tr>
<tr>
<td>Jefferson</td>
<td>$70,481</td>
<td>$44,350</td>
<td>$32,614</td>
<td>$39,749</td>
</tr>
<tr>
<td>McFarland</td>
<td>$76,214</td>
<td>$44,723</td>
<td>$34,694</td>
<td>$41,371</td>
</tr>
<tr>
<td>Merrill</td>
<td>$84,256</td>
<td>$47,528</td>
<td>No Data</td>
<td>N/A</td>
</tr>
<tr>
<td>New Richmond</td>
<td>$73,292</td>
<td>$46,841</td>
<td>No Data</td>
<td>$40,706</td>
</tr>
<tr>
<td>Oregon</td>
<td>$73,767</td>
<td>$48,861</td>
<td>$36,493</td>
<td>$39,749</td>
</tr>
<tr>
<td>Pewaukee</td>
<td>$78,452</td>
<td>$48,308</td>
<td>$39,020</td>
<td>$46,259</td>
</tr>
<tr>
<td>Shawano</td>
<td>$70,124</td>
<td>$45,178</td>
<td>$35,587</td>
<td>$37,149</td>
</tr>
<tr>
<td>St. Francis</td>
<td>$79,206</td>
<td>$52,000</td>
<td>No Data</td>
<td>$38,293</td>
</tr>
</tbody>
</table>

| Minimum          | $66,571         | $32.01                  | $19.80       | $10.75      | $25,491 |
| Mid-Point        | $75,649         | $36.37                  | $22.50       | $12.22      | $28,966.84 |
| Maximum          | $84,727         | $40.73                  | $25.20       | $13.69      | $32,443 |

2017 Administrative Services Wages Analysis
Requested Administrative Services Rate Increases – 2017
# 2017 Administrative Services Wages Analysis

## Requested Administrative Services Rate Increases - 2017

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

**Wages**

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

<table>
<thead>
<tr>
<th>Agency</th>
<th>Municipality</th>
<th>Population</th>
<th>Clerk/Treasurer</th>
<th>Clerk/Treasurer</th>
<th>Receptionist</th>
<th>Court Clerk</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jefferson</td>
<td>City</td>
<td>7,914</td>
<td>$70,481</td>
<td>$44,330</td>
<td>$33,384</td>
<td>$39,749</td>
<td>*</td>
</tr>
<tr>
<td>McFarland</td>
<td>Village</td>
<td>8,100</td>
<td>$76,214</td>
<td>$44,723</td>
<td>$32,614</td>
<td>$41,371</td>
<td>*</td>
</tr>
<tr>
<td>Pewaukee</td>
<td>Village</td>
<td>8,250</td>
<td>$78,452</td>
<td>$48,308</td>
<td>$39,020</td>
<td>$46,259</td>
<td>*</td>
</tr>
<tr>
<td>New Richmond</td>
<td>City</td>
<td>8,610</td>
<td>$73,282</td>
<td>$46,841</td>
<td>No Data</td>
<td>$40,706</td>
<td>*</td>
</tr>
<tr>
<td>Holmen</td>
<td>Village</td>
<td>9,005</td>
<td>$76,000</td>
<td>$45,845</td>
<td>No Data</td>
<td>N/A</td>
<td>*</td>
</tr>
<tr>
<td>Hartland</td>
<td>Village</td>
<td>9,092</td>
<td>$81,109</td>
<td>$43,852</td>
<td>$33,461</td>
<td>N/A</td>
<td>*</td>
</tr>
<tr>
<td>Shawano</td>
<td>City</td>
<td>9,305</td>
<td>$70,124</td>
<td>$45,178</td>
<td>$36,587</td>
<td>$37,149</td>
<td>*</td>
</tr>
<tr>
<td>St. Francis</td>
<td>City</td>
<td>9,546</td>
<td>$79,206</td>
<td>$52,030</td>
<td>No Data</td>
<td>$38,293</td>
<td>*</td>
</tr>
<tr>
<td>Merrill</td>
<td>City</td>
<td>9,661</td>
<td>$84,256</td>
<td>$47,528</td>
<td>$34,694</td>
<td>N/A</td>
<td>*</td>
</tr>
<tr>
<td>Oregon</td>
<td>Village</td>
<td>9,871</td>
<td>$73,767</td>
<td>$48,851</td>
<td>$36,493</td>
<td>$39,749</td>
<td>*</td>
</tr>
<tr>
<td>Elkhorn</td>
<td>City</td>
<td>10,084</td>
<td>$69,240</td>
<td>$47,305</td>
<td>$39,062</td>
<td>$35,360</td>
<td>*</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td><strong>9,040</strong></td>
<td><strong>75,649</strong></td>
<td><strong>46,800</strong></td>
<td><strong>35,664</strong></td>
<td><strong>39,829</strong></td>
<td></td>
</tr>
</tbody>
</table>

Hourly 36.37 22.50 17.15 19.15

Court Clerk Does Not Include CDBG (20% of Darleen's Time) With 20% Adjustment $22.98

---

*Percent Change is calculated based on the average of all employees.*
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
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 20th 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.
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.
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 Justiliano  
General Manager

Cc:  
Matt Scott  
Parks & Recreation  
Don Lichte  
RICDC
STAFF REPORT

AGENDA ITEM: III-C

To: Mayor and Common Council
Prepared By: Brian Duvalle, Planning and Building
Thru: Stephen P. Compton, City Administrator
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 24th day of July, 2017, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 25th 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 % Marc A. Londo

ADDRESS: 400 Viking Drive CITY: Reedsburg STATE: WI
ZIP: 53959 PHONE: (608) 524-6462 FAX: (608) 524-8218
E-MAIL: SJT@VERBICKER.COM

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

LOCATION: E 7155 St Road 23/33 PARCEL #: 0400-00000

LAND USE REQUEST
(Please describe one or more as applicable – attach extra pages/maps if necessary)
☐ Certified Survey Map (CSM): ATTACHED
☐ 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.

[Signatures]

6/20/2017

Applicant Signature / Date

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.

G:\Wpnet\Zoning - Planning\Land Use Appl.doc

Conditional Use $153
Cond. Use-Agriculture $400
Variance $112
Zone Change $200
C.S.M. $171
Subdivision Plat $610
-w/ Stormwater Plan $100
Flood Plain Zone $189
Mapping Fee $81/parcel in plat
Comp Plan Amend $200
Date Paid
Receipt #
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. DiChiera, 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, 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, 1330.81 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, 819.81 feet; thence N88°35’29"E along the north line of said Lot 1, CSM #4470, 268.26 feet; thence N00°31’29"W, along the West line of said Lot 1, CSM #4470, 422.89 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, 726.85 feet; thence S00°23’34"E, along the east line of said Lot 1, CSM #4470, 829.38 feet; thence S00°24’42"E, along the east line of said Lot 1, CSM #4470, 994.19 feet 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 RMSI Investments, LLC, according to the description furnished.

That I have fully complied with the requirements of Chapter 230.34 of the Wisconsin State Statutes, Chapter A-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 January 2017.

Scott F. DiChiera, PLS-26005
Vierbicher Associates, Inc.

OWNER’S CERTIFICATE

RMSI Investments, LLC, a corporation duly organized and existing under 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 hereof. The further certify that this Certified Survey map is required by S230.34 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.

RMSI Investments, LLC

By ____________________________

State of Wisconsin )

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: ____________________________

Scott F. DiChiera, PLS-26005
Vierbicher Associates, Inc.
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 ______ day of _______ 2017.

Edward Brooks, Chairman
Date

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 239 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 Sennett, Conservation, Planning & Zoning
Date

[Stamp: WISCONSIN]
[Stamp Signature: Scott F. Dischler]
[Stamp Date: 6/9/17]
To: City Council  
By: Brian Duvalle, Planning/Building  
Through: Stephen P. Compton, City Administrator  
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 Lot 1 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.
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. Spaces 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

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:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Daniel J. DeHaes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(List names of all owners)</td>
<td>DCS Reedsburg LLC</td>
</tr>
<tr>
<td>Business/ Organization Name: (If applicable)</td>
<td></td>
</tr>
<tr>
<td>Type of Business: (check one, if Applicable)</td>
<td>Corporation, Other</td>
</tr>
<tr>
<td>Mailing Address: (Address, City, State, Zip)</td>
<td>710 N. Webo Ave, Reedsburg, WI 53959</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:dcn@dcureedsburg.com">dcn@dcureedsburg.com</a></td>
</tr>
<tr>
<td>Phone Number:</td>
<td>608-524-8260 or cell 608-963-4080</td>
</tr>
</tbody>
</table>

Proof of Financing:

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

1. Are there any outstanding judgments against you? [ ] Yes [ ] No
2. Have you declared bankruptcy in the past 7 years? [ ] Yes [ ] 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 [ ] No
4. Are you currently party to a lawsuit? [ ] Yes [ ] 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 [ ] 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 [ ] 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: DCP Reedsburg LLC
Address: 710 N. Webb Ave, Reedsburg, WI 53959

Telephone: 608-524-6806 or cell 963-4089
E-Mail: Dan@DCPReedsburg.com
Employer ID Number: 39-1627138

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: 

Date: 5/4/12

COMMUNITY DEVELOPMENT AUTHORITY - LAND FOR DEVELOPMENT
<table>
<thead>
<tr>
<th>Property address</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>401 Clark St. Reedsburg</td>
<td>Daniel DeBaets</td>
</tr>
<tr>
<td>710 N. Webb Ave. Reedsburg</td>
<td>DCI Reedsburg LLC</td>
</tr>
<tr>
<td>300 N. Pine St. Reedsburg</td>
<td>Daniel and Susan DeBaets</td>
</tr>
<tr>
<td>402 N. Locust St. Reedsburg</td>
<td>Daniel J DeBaets</td>
</tr>
<tr>
<td>401 N. Pine St. Reedsburg</td>
<td>Daniel and Susan DeBaets</td>
</tr>
<tr>
<td>415 N. Pine St. Reedsburg</td>
<td>Daniel and Susan DeBaets</td>
</tr>
<tr>
<td>425 4th St. Reedsburg</td>
<td>Daniel and Susan DeBaets</td>
</tr>
</tbody>
</table>
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.
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.

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.

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.

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.

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.

Attachments:
Please attach the following documents to your application, and check them off if you have attached them.
Required:
[X] 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: Dan J. Debaets Owner
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 4th 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 4th 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 4th 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,

[Signature]

Dan DeBaets
Owner, DCI Reedsburg LLC
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
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

__________________________
Witness

__________________________
Date

__________________________
Date

For the City of Reedsburg

__________________________
Mayor

__________________________
Clerk

__________________________
Date

__________________________
Date

Dan DeBaets/DCI

__________________________
Member

__________________________
Witness

__________________________
Date

__________________________
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 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 24th day of July, 2017 and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 24th day of July, 2017.

CITY OF REEDSBURG

David Estes, Mayor

Jacob Crosetto, Clerk-Treasurer
To: City Council  
By: Brian Duvalle, Planning/Building  
Through: Stephen P. Compton, City Administrator  
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:  

<table>
<thead>
<tr>
<th>Action</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Commission</td>
<td>July 11, 2017</td>
</tr>
<tr>
<td>1st Reading</td>
<td>July 24, 2017</td>
</tr>
<tr>
<td>Noticed/Publications</td>
<td>August 3 &amp; 10, 2017</td>
</tr>
<tr>
<td>Council Public Hearing</td>
<td>August 28, 2017</td>
</tr>
</tbody>
</table>
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 allay 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

APPLICANT: Cohen-Farrey/Walnut Street Pla U C
ADDRESS: W 201 S St.  223 S. Walnut St.
CITY: Reedsburg
ZIP: 53959 PHONE: 414-826-0266 FAX:
E-MAIL: bfarrey@co.reedsburg.wi.us

PROPERTY OWNER: (If different from Applicant)
201 S. Walnut (Parcel # 106) - owned by City of Reedsburg

LOCATION: 201 S. Walnut - All Jon Duane PARCEL #: 106/1017

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: R-3 To: R-3 (223 S. Walnut only)

☐ Site Plan Review: (See "B" on back page) 201/223 South Walnut already R-3.

☐ Zoning Appeal / Interpretation:

☐ Zoning Variance:
   For VARIANCE requests, also answer "CC" on back page.

☐ Other:

APPLICANT
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.

Applicant Signature / Date

Owner Signature / Date

The applicant or representative MUST ATTEND the meeting.

(Reed City - Planning/Land Use Application)
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.

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 28th day of August, 2017

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council: July 24, 2017
2nd Reading at Council/Public Hearing: August 28, 2017
Published, Enactment Date: September 7, 2017
STAFF REPORT

AGENDA ITEM: IV-B

To: Mayor and Common Council
Through: Stephen Compton, City Administrator
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

<table>
<thead>
<tr>
<th>Sign Location</th>
<th>Annual Revenue</th>
<th>Revenue to receive</th>
</tr>
</thead>
<tbody>
<tr>
<td>City General Fund (10): Sign #61293/61294</td>
<td>$1,613.00</td>
<td>$550.00 (20%) – General Fund.</td>
</tr>
<tr>
<td>Airport Fund: (42): Sign #61295/61296</td>
<td>$8,974.13</td>
<td>$1,800 (34%) – Airport Fund</td>
</tr>
</tbody>
</table>

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)
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.

Then northwesterly, Thence S 11°00'00" E, 55.94 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: 672908
Location: HWY 33 SL 600' E/O KING STREET
Lat/Long: 43.832275/-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 B 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 Duvalle

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 19th St & 1210/1230 19th St; parcel #s 1931, 1932, 1933, 1940, 1950, 1939, 2587 & 2585 – Reedsburg Area Medical Center.
Duvalle 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 19th St
- New retention basin
- Tree removal of box elders
- New full size basketball court
- That 19th 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. 19th 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. Duvalle will check into it more.

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

Respectfully submitted,

Brian Duvalle, Planner/Building Inspector
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

MJB/cs  
pc: Brian Duvalle
SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 10th 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 heretofore 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: 276-1659-00000
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 1st 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, LESSOR 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. LESSOR is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE’S option.

Rev 7/6/2012
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 LESSOR 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, LESSOR agrees to restore the surface of the premises to its original condition. The LESSOR 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 LESSOR'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. LESSOR 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 exercise this option within thirty (30) days after written notification of LESSOR'S desire to sell. LESSOR'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 LESSOR'S exercise of this option.

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSOR 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. LESSOR 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

DATE: / / 

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)
SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 10th 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

"LESSEOR 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 LESSEE upon LESSEE’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 1st 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 the 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 LESSEE 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 LESSEE, whether or not actually received by LESSEE. 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, LESSEE must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSEE agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE’S, on property owned or controlled by LESSEE within two thousand (2000) feet of LESSEE’S sign. LESSEE 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 LESSOR’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. LESSOR must elect to exercise this option within thirty (30) days after written notification of LESSOR’s desire to sell. LESSOR’S failure to exercise this option within said period shall be a waiver of this option. The price for such easement 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 LESSOR’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:

Rev 7/6/2012
BY: ____________________________

VICE-PRESIDENT/GENERAL MANAGER

DATE: / /

BY: ____________________________

DATE: / /

LESSLOR'S TELEPHONE NUMBER

LESSLOR'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:

Witnesses (LESSEE)

Address of LESSOR:

Witnesses (LESSOR)
STAFF REPORT

AGENDA ITEM: IV-C

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

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.
To: Mayor, Common Council  
By: Stephen P. Compton, City Administrator  
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 2nd 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 indicates 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)

<table>
<thead>
<tr>
<th>Four Members:</th>
<th>Three Members:</th>
</tr>
</thead>
</table>

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

Attachments:
None
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**

<table>
<thead>
<tr>
<th>Sources Of Funds</th>
<th>Uses Of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.O. Refunding Bonds Series 2017B</td>
<td>Issuance Expenses Including WPFP, Quarles &amp; Brady, Moody's, Bankers' Bank</td>
</tr>
<tr>
<td>Reoffering Premium Est.</td>
<td>Pay Off 2009 Bonds on 12-01-17</td>
</tr>
<tr>
<td></td>
<td>Deposit to Debt Service</td>
</tr>
<tr>
<td></td>
<td><strong>Total Uses</strong></td>
</tr>
</tbody>
</table>

**Total Sources** | **Total Uses**

$6,092,988.85 | $6,092,988.85

---
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

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Total P+I</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>435,000.00</td>
<td>3.00%</td>
<td>144,778.49</td>
<td>579,778.49</td>
</tr>
<tr>
<td>2018</td>
<td>440,000.00</td>
<td>3.00%</td>
<td>139,152.50</td>
<td>579,152.50</td>
</tr>
<tr>
<td>2019</td>
<td>455,000.00</td>
<td>3.00%</td>
<td>125,727.50</td>
<td>580,727.50</td>
</tr>
<tr>
<td>2020</td>
<td>470,000.00</td>
<td>3.00%</td>
<td>111,852.50</td>
<td>581,852.50</td>
</tr>
<tr>
<td>2021</td>
<td>480,000.00</td>
<td>3.00%</td>
<td>97,602.50</td>
<td>577,602.50</td>
</tr>
<tr>
<td>2022</td>
<td>495,000.00</td>
<td>2.50%</td>
<td>84,215.00</td>
<td>579,215.00</td>
</tr>
<tr>
<td>2023</td>
<td>505,000.00</td>
<td>2.00%</td>
<td>72,977.50</td>
<td>577,977.50</td>
</tr>
<tr>
<td>2024</td>
<td>520,000.00</td>
<td>2.15%</td>
<td>62,337.50</td>
<td>582,337.50</td>
</tr>
<tr>
<td>2025</td>
<td>530,000.00</td>
<td>2.35%</td>
<td>50,520.00</td>
<td>580,520.00</td>
</tr>
<tr>
<td>2026</td>
<td>545,000.00</td>
<td>2.50%</td>
<td>37,480.00</td>
<td>582,480.00</td>
</tr>
<tr>
<td>2027</td>
<td>555,000.00</td>
<td>2.65%</td>
<td>23,313.75</td>
<td>578,313.75</td>
</tr>
<tr>
<td>2028</td>
<td>570,000.00</td>
<td>2.80%</td>
<td>7,980.00</td>
<td>577,980.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6,000,000.00</td>
<td><strong>HC 2.55%</strong></td>
<td>$957,937.24</td>
<td><strong>$6,957,937.24</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Series 2017B Ref Bonds Est.</th>
<th>2009 Ref Bonds D/S</th>
<th>Est. Net Savings (Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>-</td>
<td>-</td>
<td>(351,778.49)</td>
</tr>
<tr>
<td>2018</td>
<td>579,778.49</td>
<td>228,000.00</td>
<td>(5,648,847.50)</td>
</tr>
<tr>
<td>2019</td>
<td>579,152.50</td>
<td>6,228,000.00</td>
<td>(5,807,727.50)</td>
</tr>
<tr>
<td>2020</td>
<td>580,727.50</td>
<td>-</td>
<td>(581,852.50)</td>
</tr>
<tr>
<td>2021</td>
<td>581,852.50</td>
<td>-</td>
<td>(577,602.50)</td>
</tr>
<tr>
<td>2022</td>
<td>577,602.50</td>
<td>-</td>
<td>(579,215.00)</td>
</tr>
<tr>
<td>2023</td>
<td>577,977.50</td>
<td>-</td>
<td>(577,977.50)</td>
</tr>
<tr>
<td>2024</td>
<td>582,337.50</td>
<td>-</td>
<td>(582,337.50)</td>
</tr>
<tr>
<td>2025</td>
<td>580,520.00</td>
<td>-</td>
<td>(580,520.00)</td>
</tr>
<tr>
<td>2026</td>
<td>582,480.00</td>
<td>-</td>
<td>(582,480.00)</td>
</tr>
<tr>
<td>2027</td>
<td>578,313.75</td>
<td>-</td>
<td>(578,313.75)</td>
</tr>
<tr>
<td>2028</td>
<td>577,980.00</td>
<td>-</td>
<td>(577,980.00)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6,957,937.24</td>
<td>$6,456,000.00</td>
<td>(501,937.24)</td>
</tr>
</tbody>
</table>

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.)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>327,787.50</td>
<td>189,026.67</td>
<td>579,778.49</td>
<td>1,096,592.66</td>
</tr>
<tr>
<td>2019</td>
<td>324,887.50</td>
<td>188,650.00</td>
<td>579,152.50</td>
<td>1,092,690.00</td>
</tr>
<tr>
<td>2020</td>
<td>326,937.50</td>
<td>191,300.00</td>
<td>580,227.50</td>
<td>1,098,955.00</td>
</tr>
<tr>
<td>2021</td>
<td>323,937.50</td>
<td>193,850.00</td>
<td>581,852.50</td>
<td>1,099,640.00</td>
</tr>
<tr>
<td>2022</td>
<td>325,887.50</td>
<td>190,725.60</td>
<td>577,602.50</td>
<td>1,094,215.60</td>
</tr>
<tr>
<td>2023</td>
<td>327,737.50</td>
<td>191,900.00</td>
<td>579,215.00</td>
<td>1,098,525.00</td>
</tr>
<tr>
<td>2024</td>
<td>329,487.50</td>
<td>192,925.00</td>
<td>577,977.50</td>
<td>1,100,390.00</td>
</tr>
<tr>
<td>2025</td>
<td>331,137.50</td>
<td>188,875.00</td>
<td>582,337.50</td>
<td>1,102,350.00</td>
</tr>
<tr>
<td>2026</td>
<td>327,737.50</td>
<td>189,750.00</td>
<td>580,520.00</td>
<td>1,098,007.50</td>
</tr>
<tr>
<td>2027</td>
<td>329,287.50</td>
<td>190,475.00</td>
<td>582,480.00</td>
<td>1,102,242.50</td>
</tr>
<tr>
<td>2028</td>
<td>325,787.50</td>
<td>191,050.00</td>
<td>578,313.75</td>
<td>1,095,151.25</td>
</tr>
<tr>
<td>2029</td>
<td>327,012.50</td>
<td>191,475.00</td>
<td>577,980.00</td>
<td>1,096,467.50</td>
</tr>
<tr>
<td>2030</td>
<td>965,650.00</td>
<td>191,750.00</td>
<td>-</td>
<td>1,137,400.00</td>
</tr>
<tr>
<td>2031</td>
<td>965,687.50</td>
<td>191,668.75</td>
<td>-</td>
<td>1,157,356.25</td>
</tr>
<tr>
<td>2032</td>
<td>968,031.25</td>
<td>191,225.00</td>
<td>-</td>
<td>1,159,256.25</td>
</tr>
<tr>
<td>2033</td>
<td>968,625.00</td>
<td>190,618.75</td>
<td>-</td>
<td>1,159,243.75</td>
</tr>
<tr>
<td>2034</td>
<td>967,375.00</td>
<td>189,625.00</td>
<td>-</td>
<td>1,157,000.00</td>
</tr>
<tr>
<td>2035</td>
<td>964,250.00</td>
<td>188,237.50</td>
<td>-</td>
<td>1,152,487.50</td>
</tr>
<tr>
<td></td>
<td>$9,727,243.75</td>
<td>$3,433,126.67</td>
<td>$6,957,937.24</td>
<td>$20,118,307.66</td>
</tr>
</tbody>
</table>

### Timeline

WPFP 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 28th 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
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.

<table>
<thead>
<tr>
<th>Description</th>
<th>2016</th>
<th>2017 (6 Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>34</td>
<td>28</td>
</tr>
<tr>
<td>Ordinance</td>
<td>12</td>
<td>20</td>
</tr>
<tr>
<td>Permits and Licenses</td>
<td>538</td>
<td>683</td>
</tr>
<tr>
<td>Building Permits</td>
<td>283</td>
<td>168</td>
</tr>
<tr>
<td>Agenda Staff Reports</td>
<td>112</td>
<td>105</td>
</tr>
<tr>
<td>Citizen Complaints</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Staff Coordinating Meetings*</td>
<td>24</td>
<td>14</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Revenue</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget</td>
<td>$6,032,503.81</td>
<td>6,138,503.79</td>
</tr>
<tr>
<td>Actuals</td>
<td>$4,729,591.14</td>
<td>3,110,067.01</td>
</tr>
<tr>
<td>% Received/Expensed</td>
<td>78.4%</td>
<td>50.7%</td>
</tr>
</tbody>
</table>

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 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 16th 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 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 meeting 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 employee 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

<table>
<thead>
<tr>
<th>Top Three</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal 1 (Votes 8)</td>
<td>Transportation and Infrastructure Improvements: The top priorities seemed to reflect an overall priority to improve the quality of life in the community. The No. 1 choice with eight votes 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.</td>
</tr>
<tr>
<td>Goal 2 (Votes 6)</td>
<td>Recreation Opportunities: More recreational opportunities and improvements to aging city buildings, each with six votes, tied for second place.</td>
</tr>
<tr>
<td>Goal 3 (Votes 5)</td>
<td>Improving Recreational Facilities and increasing shopping opportunities: It was a tie for third place as well with five voting in favor of improving recreational facilities and five voting for increasing retail shopping opportunities.</td>
</tr>
<tr>
<td>Goal 4 (Votes 4)</td>
<td>Maintain a low, competitive, Tax rate: Another priority was maintaining a low, competitive tax rate, an idea that got four votes.</td>
</tr>
<tr>
<td>Goal 5 (Votes 3)</td>
<td>Job Market: Boosting the job market received three votes.</td>
</tr>
<tr>
<td>Goal 6 (Votes 0)</td>
<td>N/A</td>
</tr>
</tbody>
</table>