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

COMMON COUNCIL AGENDA
MONDAY, AUGUST 13, 2018
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 9, 2018.
B. July 2018 - Bills (Printout Attached).
C. July 2018 - Building Permits (Report Attached).
D. Approve Temporary Class "B" / "Class B" Retailers Licenses: Reedsburg Arts link - Harvest Fund Raising Concert. Date: September 1, 2018. Location: Harvest Park.
E. Approve Temporary Class "B" / "Class B" Retailers Licenses: FairShare CSA Coalition- Bike the Barns. Date: September 16, 2018. Location: 1411 Viking Drive.
F. Election Poll Worker.
G. Sewer Credit in the amount of $138.35.
H. Property Damage Claim – Sue Kucher – damage to personal vehicle. $1,477.72.
I. Municipal Airport - Emergency Fuel Purchase
J. Finance Committee: Webb Fund Request – Applicant: Charles Nicholas – Repair Disc Golf Cages at High School.

II. MAYOR PROCLAMATIONS, PRESENTATIONS, APPOINTMENTS:

A. Nation Aviation Day – Airport Day – Reedsburg Municipal Airport - August 19, 2018.
B. City of Reedsburg – New Web Site Demonstration.

III. GENERAL BUSINESS:

A. Municipal Wide – Energy Management Policy: Resolution 4348-18.
B. Subordination Agreement – Walnut Street Flats: Resolution 4349-18.

IV. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Personnel/Finance: Agreement with School District – School Resource Officer (2nd Position).

B. Ordinance Committee: 2nd reading and Public Hearing for Ordinance 1878-18. An ordinance amending Chapter 11, Health and Sanitation, amending section 11.01, removing sections 11.13 and 11.14.

C. Ordinance Committee: 2nd reading and Public Hearing for Ordinance 1879-18. An ordinance amending Chapter 10.03, Public Nuisances Affecting Public Health, amending several sections in Chapter 10 and removing duplication found in Chapter 11.

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D. Ordinance Committee: 2nd reading and Public Hearing for Ordinance 1880-18.An ordinance amending Chapter 7, Traffic Code, Amending section 7.08(5) changing the time for parking upon city streets and alleys. A revision is also being recommended to provide authority to the Public Works Committee to deliver a City Resolution for City Names, placement of stop signs, street directions and parking.

V. CITY ADMINISTRATOR REPORTS:

Monthly City Administrator Report.

VI. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS: (1st Meeting of the Month)

Finance Committee (1st Meeting – Prior to CC)

Airport Commission	Ambulance Committee*
City Plan Commission	Ethics Committee *
Historical Preservation Commission	Reedsburg Industrial Commercial Dev. Commission*
Library Board	Room Tax Commission *
Personnel Committee	Reedsburg Area Development Council *
	Reedsburg Arts Committee *
	Public Safety Committee *
	Board of Review *
	Joint Review Board *

'*' Report at next City Council meeting following most recently held Commission, Committee or Board meeting

VII. OFFICE OF THE MAYOR:

A. Upcoming Community Events

VIII. ADJOURN

Posted: August 9, 2018

Last Resolution: 4349-18 Last Ordinance: 1879-18

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 23, 2018

Present: Aldermen, Dave Moon, Craig Braunschweig, Jason Schulte, Mike Gargano, Calvin Craker, Phil Peterson, and Dave Knudsen.

Absent: Aldermen Heuer and Werner

Others Present: Stephen Compton, Jacob Crosetto, Tim Becker, Brian Duvalle, Derek Horkan, Steve Zibell, Matt Scott, Marty Krueger, Citizens, Press.

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

Approve Consent Agenda: consisting the minutes from the Council meeting held on July 9, 2018; Operator's License (New) for Hewitt-Milojevic, Approve Temporary Class "B"/"Class B" Retailers License – Sacred Heart Parish – Fall Festival – Sep. 8 and 9, 2018 – 545 N. Oak St., Approve Temporary Class "B"/"Class B" Retailers License – WI. State Jim Bean – WI. State Jim Bean Club Picnic and Craft Sale– Aug. 25, 2018 – 200 Viking Drive., and approve denying the billing for 602 4th St. as recommended by the City Attorney.

Motion Gargano, Second: Schulte to approve the consent agenda. Motion carried 7-0.

MAYOR PROCLAMATIONS, PRESENTATIONS, AND APPOINTMENTS:

A. Oath of Office: Police Officer Marcus Stanley
B. Park and Recreation Month – July 2018
C. 2018 National Farmers Market Week: August 5-11, 2018

GENERAL BUSINESS:

A. Great Sauk Trail Information and presentation.

RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Planning Commission: Approve/Deny a Resolution 4345-18. A Resolution of the City Council to approve a Certified Survey Map (CSM) to divide parcel #2408-106 into two lots for two future houses at 415 Midway, Reedsburg WI.
    a. **Motion: Craker, Second: Moon to approve Resolution 4345-18 as presented. Motion carried 7-0.**

B. Planning Commission: Approve/Deny a Resolution 4346-18. A Resolution of the City Council to approve a Certified Survey Map (CSM) to attach two parcels #1313 and 1313-01 at 1023 Plum and to divide the main parcel into three separate parcels.
    a. **Motion: Schulte, Second: Gargano to approve Resolution 4346-18 as presented. Motion carried 7-0.**

C. Reedsburg Utility Commission: Approve/Deny a Resolution 4347-18 of the City Council in support of Telecommuter Opportunities and "Telecommuter Forward" Certification.
    a. **Motion: Gargano, Second: Craker to approve Resolution 4347-18 a presented.**

Motion carried 7-0.

D. Ordinance Committee: 2nd reading and hold Public Hearing for Ordinance 1875-18. An Ordinance to amend Chapter 29.09 and 29.10 also adding Chapter 17.22. Amend Chapter 29.09, 29.10 to change a term to "Animals at large" and adding section 17.22 Section 7 for Chickens to the ordinance. Allows by zoning code with annual license.
   a. **Motion: Gargano, Second: Braunschweig to approve Ordinance 1875-18 with the exclusion of the requirement to have 50% of contiguous neighbors approve the license as well. Motion carried 6-1 with Craker casting the dissenting vote.**

E. Planning Commission: 2nd reading and hold Public Hearing for Ordinance 1876-18. An Ordinance to amend Chapter 17.13 Section 9, ('C'), (1) to make changes to the owner occupancy of home businesses in R-1, R-2, or B-3 zoned rentals by owners consent.
   a. **Motion: Schulte, Second: Gargano to approve Ordinance 1876-18 as presented. Motion carried 7-0.**

F. Ordinance Committee: 2nd reading and hold Public Hearing for Ordinance 1877-18. An Ordinance to amend Chapter 12.01: Intoxicating Liquor and Fermented Malt Beverages. Amend Chapter 12.01 Section 3 – Operator's Licenses.
   a. **Motion: Knudsen, Second: Craker to approve Ordinance 1877-18 as presented. Motion carried 7-0.**

G. Ordinance Committee: Introduction, 1st reading and setting Public Hearing for August 13, 2018 for Ordinance 1878-18. An ordinance amending Chapter 11 Health and Sanitation, amending section 11.01, removing sections 11.13 and 11.14.
   a. **Motion: Peterson, Second: Moon to approve setting the public hearing for Ordinance 1878-18. Motion carried 7-0.**

H. Ordinance Committee: Introduction, 1st reading and setting Public Hearing for August 13, 2018 for Ordinance 1879-18. An ordinance amending Chapter 10.03 Public Nuisances Affecting Public Health, amending several sections in Chapter 10 and removing duplication found in Chapter 11.
   a. **Motion: Moon, Second: Schulte to approve setting the public hearing for Ordinance 1879-18. Motion carried 7-0.**

I. Ordinance Committee: Introduction, 1st reading and setting Public Hearing for August 13, 2018 for Ordinance 1880-18.An ordinance amending Chapter 7 Traffic Code, Amending section 7.08(5) changing the time for parking upon city streets and alleys. A revision is also being recommended to provide authority to the Public Works Committee to deliver a City Resolution for City Names, placement of stop signs, street directions and parking.
   a. **Motion: Gargano, Second: Craker to approve setting the public hearing for Ordinance 1880-18. Motion carried 7-0.**

Motion to adjourn by Gargano with a second from Braunschweig. Motion carried 7-0.

Meeting adjourned at 8:25 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-131630 A/R UTILITY (VISION PREMIUMS)							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	VISION - JULY	07/10/2018	204.60	204.60	07/19/2018
Total 10-131630 A/R UTILITY (VISION PREMIUMS):					204.60	204.60	
10-131650 A/R UTILITY (DENTAL PREMIUMS)							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	DENTAL - JULY	07/10/2018	2,217.56	2,217.56	07/19/2018
Total 10-131650 A/R UTILITY (DENTAL PREMIUMS):					2,217.56	2,217.56	
10-131660 A/R UTILITY (METLIFE PREMIUMS)							
130652	METLIFE SBC	KM05735175-0	LIFE INS - JULY	06/18/2018	117.30	117.30	07/05/2018
Total 10-131660 A/R UTILITY (METLIFE PREMIUMS):					117.30	117.30	
10-213430 LIFE INSURANCE DEDUCTIONS							
130675	SECURIAN FINANCIAL GROUP,	002832L-0818	LIFE INS - AUGUST	07/11/2018	1,458.14	1,458.14	07/19/2018
Total 10-213430 LIFE INSURANCE DEDUCTIONS:					1,458.14	1,458.14	
10-213610 UNION DUES DEDUCTIONS							
231168	WPPA	WPPA-0718	POLICE OFFICERS UNION DUES	07/01/2018	668.80	668.80	07/19/2018
Total 10-213610 UNION DUES DEDUCTIONS:					668.80	668.80	
10-213910 FLEX PLAN CONTRIBUTIONS							
50315	EMPLOYEE BENEFITS	R106-071618	BEST FLEX BILLING MARCUS STANLEY	07/16/2018	399.88	399.88	07/19/2018
Total 10-213910 FLEX PLAN CONTRIBUTIONS:					399.88	399.88	
10-213915 VISION PREMIUMS							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	VISION - JULY	07/10/2018	390.76	390.76	07/19/2018
Total 10-213915 VISION PREMIUMS:					390.76	390.76	
10-213925 DENTAL PREMIUMS							
262196	AMERITAS LIFE INSURANCE C	010-40272-000	DENTAL - JULY	07/10/2018	2,969.72	2,969.72	07/19/2018
Total 10-213925 DENTAL PREMIUMS:					2,969.72	2,969.72	
10-213935 METLIFE PREMIUMS							
130652	METLIFE SBC	KM05735175-0	LIFE INS - JULY	06/18/2018	290.91	290.91	07/05/2018
Total 10-213935 METLIFE PREMIUMS:					290.91	290.91	
10-213945 AFLAC PREMIUMS							
263208	AFLAC	242684	AFLAC - JUNE 2018	06/26/2018	241.96	241.96	07/19/2018
Total 10-213945 AFLAC PREMIUMS:					241.96	241.96	
10-217620 MOBILE HOME TAXES-SCHOOL							
190962	SCHOOL DIST OF REEDSBURG	MHT0618	MOBILE HOME TAX - JULY 2018	07/16/2018	3,696.74	3,696.74	07/19/2018
Total 10-217620 MOBILE HOME TAXES-SCHOOL:					3,696.74	3,696.74	
10-272910 NISHAN PARK DEPOSITS							
263239	BECKY SOTER	BS070218	RACA DEPOSIT REFUND	07/02/2018	100.00	100.00	07/05/2018

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-272910 NISHAN PARK DEPOSITS:					100.00	100.00	
10-435200 ZONING PERMIT FEES							
263246	MICHAEL SMITH	MS070918	REFUND DIFFERENCE BETWEEN VARIANCE & SHED PERMIT	07/09/2018	37.00	37.00	07/19/2018
263247	RONALD TEMPLIN	RT070918	CSM FEE REFUND	07/09/2018	171.00	171.00	07/19/2018
Total 10-435200 ZONING PERMIT FEES:					208.00	208.00	
10-446235 SWIMMING LESSONS							
263238	KARLYN MCNEELY	KM070218	SWIM LESSON REFUND	07/02/2018	40.00	40.00	07/05/2018
Total 10-446235 SWIMMING LESSONS:					40.00	40.00	
10-446250 OTHER SUMMER							
263249	ABBIE KENYON	AK071118	REFUND FOR CANCELLED SHOW TIME MUSICAL YOUTH WORKSHOP	07/11/2018	25.00	25.00	07/19/2018
263245	JEAN POWELL	JP070918	REFUND FOR TOT LOT CLASS	07/09/2018	30.00	30.00	07/19/2018
263254	JENNY TOURDOT	JT071118	REFUND FOR CANCELLED SHOW TIME MUSICAL YOUTH WORKSHOP	07/11/2018	18.75	18.75	07/19/2018
263079	LIZ MEYER	LM071118	REFUND FOR CANCELLED SHOW TIME MUSICAL YOUTH WORKSHOP	07/11/2018	75.00	75.00	07/19/2018
263251	MICHELLE SIEDSCHIAG	MS071118	REFUND FOR CANCELLED SHOW TIME MUSICAL YOUTH WORKSHOP	07/11/2018	75.00	75.00	07/19/2018
262557	REEDSBURG ARTS LINK	RAL071118	PAYMENT FOR ROCK CAMP FOR KIDS PROGRAM	07/11/2018	60.00	60.00	07/19/2018
263253	SARAH OTT	SO071118	REFUND FOR CANCELLED SHOW TIME MUSICAL YOUTH WORKSHOP	07/11/2018	75.00	75.00	07/19/2018
262583	SHAWNDELL MARKS	SM071118	INSTRUCTOR FOR ROCK CAMP FOR KIDS MUSIC WRITING	07/11/2018	600.00	600.00	07/19/2018
263252	STACIE TOLLAKSEN	ST071118	REFUND FOR CANCELLED SHOW TIME MUSICAL YOUTH WORKSHOP	07/11/2018	150.00	150.00	07/19/2018
263248	WILMA EVERT	WE071118	REFUND FOR CANCELLED SHOW TIME MUSICAL YOUTH WORKSHOP	07/11/2018	75.00	75.00	07/19/2018
Total 10-446250 OTHER SUMMER:					1,183.75	1,183.75	
10-446410 PARK FEE REVENUES							
263250	HATTIE MAST	HM071118	50% REFUND SHELTER RESERVATION	07/11/2018	12.50	12.50	07/19/2018
Total 10-446410 PARK FEE REVENUES:					12.50	12.50	
10-513100-03 MAYOR - OPERATING							
120605	LORRAINES INC	10354238	OTTER BOX AND GLASS CASE FOR CELLPHONE - MAYOR	06/29/2018	99.98	99.98	07/19/2018
Total 10-513100-03 MAYOR - OPERATING:					99.98	99.98	
10-513500-03 ADMINISTRATOR - OPERATING							
262630	DINERS CLUB COMMERCIAL	2556-0618	TRAINING EXPENSES	06/28/2018	190.00	190.00	07/23/2018
Total 10-513500-03 ADMINISTRATOR - OPERATING:					190.00	190.00	
10-514120-03 ELECTIONS - OPERATING							
110552	KRUEGER PRINTING, INC	21855	ELECTION VOTE NUMBERED				

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			CARDS	06/27/2018	225.00	225.00	07/19/2018
Total 10-514120-03 ELECTIONS - OPERATING:					225.00	225.00	
10-514230-03 LABOR RELATIONS							
20138	BOARDMAN & CLARK LLP	103477	GEN. LABOR MATTERS - SERVICES	06/20/2018	574.00	574.00	07/05/2018
120585	LAROWE GERLACH TAGGERT	INV16	LABOR - PD REVISIONS TO SRO2	06/30/2018	54.25	54.25	07/19/2018
120585	LAROWE GERLACH TAGGERT	INV186	GENERAL P.D - SERVICES	06/30/2018	209.25	209.25	07/19/2018
120585	LAROWE GERLACH TAGGERT	INV186	GENERAL P.D - MATERIALS	06/30/2018	16.76	16.76	07/19/2018
Total 10-514230-03 LABOR RELATIONS:					854.26	854.26	
10-514240-03 TRAINING							
262839	JACOB CROSETTO	JC070918	MILEAGE REIMBURSEMENT UWGB INSTITUTE FOR CONFERENCE	07/09/2018	173.34	173.34	07/19/2018
Total 10-514240-03 TRAINING:					173.34	173.34	
10-515110-03 GENERAL MANAGEMENT - OPERATING							
262630	DINERS CLUB COMMERCIAL	9503-0618	.GOV DOMAIN RENEWAL	06/28/2018	400.00	400.00	07/23/2018
262630	DINERS CLUB COMMERCIAL	9503-0618	FLOWERS FOR UTLEY FUNERAL	06/28/2018	56.00	56.00	07/23/2018
110551	KRUEGER OFFICE SUPPLIES	80429	SHEET PROTECTORS - CITY HALL	06/01/2018	27.38	27.38	07/19/2018
110551	KRUEGER OFFICE SUPPLIES	80591	TAPE, EMPLOYEE MASTER FOLDERS - CITY HALL	06/21/2018	35.95	35.95	07/19/2018
110551	KRUEGER OFFICE SUPPLIES	80627	CASE PAPER - CITY HALL	06/29/2018	141.00	141.00	07/19/2018
Total 10-515110-03 GENERAL MANAGEMENT - OPERATING:					660.33	660.33	
10-515120-03 MUNICIPAL COURT - OPERATING							
261734	CLASSIC CABINETRY	577232	LAMINATE COUNTER TOP, SUPPORT BRACKETS FOR NEW MUNI COURT CLERK OFFICE	07/02/2018	970.00	970.00	07/19/2018
Total 10-515120-03 MUNICIPAL COURT - OPERATING:					970.00	970.00	
10-515121-03 STATE FEES - COURT							
231139	STATE OF WISCONSIN	56-15663-0618	COURT FEES - JUNE	06/30/2018	5,994.49	5,994.49	07/19/2018
Total 10-515121-03 STATE FEES - COURT:					5,994.49	5,994.49	
10-515122-03 COUNTY FEES - COURT							
190940	SAUK COUNTY TREASURER	CTFEES0618	COURT FEES - JUNE	06/30/2018	1,919.52	1,919.52	07/19/2018
Total 10-515122-03 COUNTY FEES - COURT:					1,919.52	1,919.52	
10-515123-03 RESTITUTION FEES - COURT							
30215	CITY OF REEDSBURG	RESTITUTION	DAMAGE TO SIGN	06/30/2018	161.73	161.73	07/19/2018
263196	MIRANDA VANZEELAND	RESTITUTION	RESTITUTION BRIONES - PD	06/30/2018	50.00	50.00	07/19/2018
263244	NICOLE ASHLOCK	RESTITUTION	RESTITUTION	06/30/2018	250.00	250.00	07/19/2018
263243	NOLAN WALSH	RESTITUTION	RESTITUTION	06/30/2018	110.10	110.10	07/19/2018
180855	REEDSBURG AREA MEDICAL	RESTITUTION	RESTITUTION	06/30/2018	35.78	35.78	07/19/2018
263217	SECOND STREET MARKET	NSF063018	NSF	06/30/2018	611.39	611.39	07/19/2018
221076	VIKING VILLAGE	NSF063018	NSF CHECKS - JUNE	06/30/2018	204.96	204.96	07/19/2018
Total 10-515123-03 RESTITUTION FEES - COURT:					1,423.96	1,423.96	

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-515125-03 TOWN OF LAVALLE FEES - COURT							
201100	TOWNSHIP OF LAVALLE	CTFEES0618	COURT FEES - JUNE	06/30/2018	834.00	834.00	07/19/2018
Total 10-515125-03 TOWN OF LAVALLE FEES - COURT:					834.00	834.00	
10-515200-03 ASSESSMENT OF PROPERTY							
263205	ADAM KANEY	AK062018	BOARD OF REVIEW 2018	06/20/2018	60.00	60.00	07/05/2018
10046	ASSOCIATED APPRAISAL INC.	135168	ASSESSOR SERVICES	07/01/2018	3,620.91	3,620.91	07/05/2018
263204	DENNIS ANDREASEN	DA062018	BOARD OF REVIEW 2018	06/20/2018	60.00	60.00	07/05/2018
261521	STEVE BALDA	SB062018	BOARD OF REVIEW 2018	06/20/2018	60.00	60.00	07/05/2018
262589	TODD POLK	TP062018	BOARD OF REVIEW 2018	06/20/2018	60.00	60.00	07/05/2018
Total 10-515200-03 ASSESSMENT OF PROPERTY:					3,860.91	3,860.91	
10-515940-03 FLEX PLAN ADMINISTRATION							
50315	EMPLOYEE BENEFITS	2252405	BENNY FEE & ADMIN FEE	07/15/2018	155.25	155.25	07/19/2018
Total 10-515940-03 FLEX PLAN ADMINISTRATION:					155.25	155.25	
10-516110-03 COUNSEL							
120585	LAROWE GERLACH TAGGERT	315	GENERAL FUND	06/30/2018	1,999.50	1,999.50	07/19/2018
120585	LAROWE GERLACH TAGGERT	315	GENERAL FUND - POSTAGE, PAPER, FILING	06/30/2018	30.00	30.00	07/19/2018
120585	LAROWE GERLACH TAGGERT	INV237	ORDINANCE PREPARATION	06/30/2018	139.50	139.50	07/19/2018
Total 10-516110-03 COUNSEL:					2,169.00	2,169.00	
10-516120-03 COUNSEL - PD							
120585	LAROWE GERLACH TAGGERT	INV256	PROSECUTIONS/CODE ENFORCEMENTS/PRPERTY MNTN - SERVICES	06/30/2018	3,371.25	3,371.25	07/19/2018
Total 10-516120-03 COUNSEL - PD:					3,371.25	3,371.25	
10-516130-03 COUNSEL - DEVELOPER EXPENSES							
120585	LAROWE GERLACH TAGGERT	315	GENERAL FUND - DEVELOPMENT COSTS	06/30/2018	155.00	155.00	07/19/2018
Total 10-516130-03 COUNSEL - DEVELOPER EXPENSES:					155.00	155.00	
10-517110-03 HALL-UTILITIES							
10024	ALLIANT ENERGY/WP&L	4066940000-6	GAS - LIBRARY	06/19/2018	21.63	21.63	07/05/2018
10024	ALLIANT ENERGY/WP&L	5379440000-0	GAS- PD	06/19/2018	31.48	31.48	07/05/2018
10024	ALLIANT ENERGY/WP&L	6030200000-0	GAS - CITY HALL	06/19/2018	2.87	2.87	07/05/2018
10024	ALLIANT ENERGY/WP&L	7755430000-0	GAS - GARAGE VINE STREET	06/19/2018	2.87	2.87	07/05/2018
10024	ALLIANT ENERGY/WP&L	8543840000-0	GAS - FIRE	06/19/2018	11.91	11.91	07/05/2018
180906	REEDSBURG UTILITY	23095-0618	TELEPHONE/INTERNET - CITY HALL	06/20/2018	1,037.32	1,037.32	07/05/2018
180906	REEDSBURG UTILITY	78-0618	TELEPHONE/INTERNET - FIRE	06/20/2018	203.65	203.65	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	HALL - UTILITIES	06/22/2018	4,948.36	4,948.36	07/05/2018
262528	SKINNER SHOP	WI000548	BRAKES & DRUMS FREIGHTLINER DUMP TRUCK - SHOP	06/29/2018	1,540.87	1,540.87	07/05/2018
Total 10-517110-03 HALL-UTILITIES:					7,800.96	7,800.96	
10-521100-03 PD ADMINISTRATION - OPERATING							
20120	BEST SERVICE	155197	CLEAN MATS & TOWELS - PD	07/17/2018	21.69	21.69	07/19/2018
263237	DEPARTMENT OF JUSTICE	16TS-WCC	WISCONSIN COMMAND COLLEGE TUITION - CUMMINGS - PD	06/28/2018	750.00	750.00	07/05/2018
262630	DINERS CLUB COMMERCIAL	5575-0615	TRAINING REGISTRATION - PD	07/17/2018	400.00	400.00	07/23/2018

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
262630	DINERS CLUB COMMERCIAL	5575-0615	TRAINING LUNCH - PD	07/17/2018	58.74	58.74	07/23/2018
262239	DIVINE SAVIOR HEALTHCARE	STANLEY0608	PULMINARY TEST	06/08/2018	77.75	77.75	07/19/2018
261613	INTOXIMETERS	600903	MOUTHPIECES - PD	07/05/2018	360.00	360.00	07/19/2018
262483	JOHN DEERE FINANCIAL	11113-06024-0	GAS - PD	06/14/2018	2,427.81	2,427.81	07/05/2018
262289	QUEST DIAGNOSTICS	9177098411	DRUG TESTING - EMPLOYMENT - PD	06/26/2018	20.00	20.00	07/19/2018
180795	REEDSBURG AREA AMBULANC	RAAS062018	BLOOD DRAWS - JUNE 2018	07/01/2018	210.00	210.00	07/05/2018
180855	REEDSBURG AREA MEDICAL	01541293-060	BLOOD DRAW	06/08/2018	691.00	691.00	07/19/2018
190937	SAUK COUNTY SHERIFF'S OFFI	SCSO071118	PRISON TRANSPORT - JUNE 2018	07/11/2018	897.81	897.81	07/19/2018
191006	STANDARD INSURANCE CO	630950 0001-0	DIABILITY INS	06/18/2018	722.22	722.22	07/05/2018
262553	THE POLICE AND SHERIFFS PR	107769	HOLOVIEW ID CARDS - PD	06/26/2018	17.49	17.49	07/05/2018
262553	THE POLICE AND SHERIFFS PR	108408	SECURE ID CARDS	07/12/2018	17.49	17.49	07/19/2018
262521	THE PSYCHOLOGY CENTER	68150	PRE EMPLOYMENT EVALUATION - PD	06/06/2018	437.00	437.00	07/19/2018
262142	TIM BECKER	TB062018	GAS REIMBURSEMENT PICK UP EVIDENCE	06/20/2018	27.57	27.57	07/05/2018
221075	VIKING VILLAGE	011-00196738	PLATES, CAKE FOR PORTER RETIREMENT - PD	06/27/2018	43.64	43.64	07/19/2018
221075	VIKING VILLAGE	153105-06301	WATER, GATORADE BUTTERFEST PARADE	06/30/2018	25.54	25.54	07/19/2018
263104	WHEEL CITY MOTORS, INC	000376	LUBE OIL FILTER 2018 CHIEFS EXPLORER - PD	06/21/2018	38.00	38.00	07/05/2018
263104	WHEEL CITY MOTORS, INC	000403	LUBE OIL FILTER SQUAD#33 & #34 - PD	07/09/2018	56.00	56.00	07/19/2018
Total 10-521100-03 PD ADMINISTRATION - OPERATING:					7,299.75	7,299.75	
10-521900-03 POLICE UNIFORM ALLOWANCE							
70345	GALLS INC	010194603	CROSS FX CLASS RIPSTOP CLOTHING - PD	06/26/2018	49.46	49.46	07/05/2018
70345	GALLS INC	010224168	AIR FORCE CAP & STRAPS - PD	06/29/2018	67.07	67.07	07/19/2018
263004	TOP PACK DEFENSE LLC	1118	BULLET PROOF VESTS - PD	06/13/2018	517.56	517.56	07/05/2018
Total 10-521900-03 POLICE UNIFORM ALLOWANCE:					634.09	634.09	
10-523100-03 FIRE ADMINISTRATION-OPERATING							
20120	BEST SERVICE	155062	CLEAN MATS & TOWELS - FIRE	07/10/2018	48.32	48.32	07/19/2018
262630	DINERS CLUB COMMERCIAL	7650-0618	CONFERENCE REGISTRATION - FIRE	06/28/2018	215.00	215.00	07/23/2018
100520	JEFFERSON FIRE & SAFETY	248910	AIRPAK & SCOT TUBING ASSEMBLY - FIRE	06/13/2018	278.40	278.40	07/19/2018
261507	NORTH STAR EMERGENCY VE	1752	INTERVAL CHASSIS MAINTENANCE #8 LADDER - PD	06/08/2018	375.00	375.00	07/05/2018
261507	NORTH STAR EMERGENCY VE	1756	PUMP TEST OUTSIDE OF MAINTENACE ENG #3 & #1 - FIRE	06/12/2018	838.00	838.00	07/05/2018
180890	REEDSBURG TRUE VALUE	800195-0618	NOZZLES, CLEANING SUPPLIES - FIRE	06/26/2018	169.60	169.60	07/19/2018
211075	UNITED COOPERATIVE	0711865-0618	FUEL	06/30/2018	86.65	86.65	07/19/2018
Total 10-523100-03 FIRE ADMINISTRATION-OPERATING:					2,010.97	2,010.97	
10-524100-03 BUILDING INSPECTION-OPERATING							
262255	ARTHUR J. BIESEK	AB062018	INSPECTIONS APRIL - JUNE 2018	06/20/2018	560.00	560.00	07/05/2018
262630	DINERS CLUB COMMERCIAL	2556-0618	TRAINING EXPENSES	06/28/2018	184.62	184.62	07/23/2018
262630	DINERS CLUB COMMERCIAL	9503-0618	CERTIFIED LETTER CHARGE - BUILDING	06/28/2018	6.70	6.70	07/23/2018
261657	JAMES O. SANDBERG, SR.	JS062218	INSPECTION COTTONTAIL 6/22/18	06/22/2018	35.00	35.00	07/05/2018
261657	JAMES O. SANDBERG, SR.	JS070218	INSPECTION 201 E MAIN 7/2/18	07/02/2018	35.00	35.00	07/05/2018
261657	JAMES O. SANDBERG, SR.	JS070618	INSPECTION COURTYARDS	07/06/2018	35.00	35.00	07/19/2018
261657	JAMES O. SANDBERG, SR.	JS071018	INSPECTION MAPLE	07/10/2018	35.00	35.00	07/19/2018

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60300	JOHN DEER FINANCIAL	75331-82742-0	GAS USAGE - BUILDING INSPECTION	07/14/2018	54.08	54.08	07/19/2018
Total 10-524100-03 BUILDING INSPECTION-OPERATING:					945.40	945.40	
10-525100-03 EMERGENCY GOVERNMENT							
262562	EMERGENCY COMMUNICATIO	2631	ANNUAL SIREN MAINTENANCE	07/09/2018	1,449.06	1,449.06	07/19/2018
180905	REEDSBURG UTILITY	RUC 0618	EMERGENCY GOVERNMENT	06/22/2018	69.96	69.96	07/05/2018
Total 10-525100-03 EMERGENCY GOVERNMENT:					1,519.02	1,519.02	
10-525600-03 COMMUNICATIONS - OPERATING							
262630	DINERS CLUB COMMERCIAL	5575-0615	WALL PHONES - PD	07/17/2018	42.16	42.16	07/23/2018
60398	FRONTIER	2094-012403-5	RADIO TOWER	07/07/2018	58.00	58.00	07/19/2018
60398	FRONTIER	8846-092602-5	RADIO TOWER	07/10/2018	58.00	58.00	07/19/2018
110551	KRUEGER OFFICE SUPPLIES	80638	COPY PAPER, WEEKLY TIME CLOCK, TAPE - PD	06/29/2018	284.97	284.97	07/19/2018
110552	KRUEGER PRINTING, INC	21853	ENVELOPES #10 - PD	06/27/2018	90.00	90.00	07/19/2018
110552	KRUEGER PRINTING, INC	21864	PROPERTY RECORD SLIPS - PD	07/06/2018	568.40	568.40	07/19/2018
180906	REEDSBURG UTILITY	20369-0618	TELEPHONE/INTERNET - PD	06/20/2018	1,302.32	1,302.32	07/05/2018
Total 10-525600-03 COMMUNICATIONS - OPERATING:					2,403.85	2,403.85	
10-541100-03 MACH & EQUIP - OPERATING							
10011	AIRGAS	9954072846	OXYGEN	06/30/2018	21.25	21.25	07/19/2018
261230	ALERE TOXICOLOGY SERVICE	L167504	DRUG TESTING - SHOP	06/30/2018	62.75	62.75	07/19/2018
20160	BRUCE MUNICIPAL EQUIPMEN	PO7491	PARTS - SHOP	07/02/2018	198.00	198.00	07/05/2018
262278	CINTAS CORP	8403720588	EMERGENCY KIT ORGANIZED & SUPPLIES - SHOP	06/30/2018	107.93	107.93	07/19/2018
263242	CORNWELL	5716	TRUCK SCAN TOOL	05/10/2018	490.45	490.45	07/19/2018
60321	FEDDERLY CHRYSLER DODGE	88511	RADIO HAS NO SOUND - REPAIRED 2011 DODGE - SHOP	06/19/2018	82.95	82.95	07/05/2018
60321	FEDDERLY CHRYSLER DODGE	88600	INSTALLED NEW RADIO ON 2011 DODGE - SHOP	06/22/2018	359.95	359.95	07/05/2018
60300	JOHN DEER FINANCIAL	75331-82742-0	PARTS	07/14/2018	45.79	45.79	07/19/2018
60300	JOHN DEER FINANCIAL	75331-82742-0	GAS USAGE - PW	07/14/2018	755.26	755.26	07/19/2018
110551	KRUEGER OFFICE SUPPLIES	80474	REFILL ROTARY CARD & OPEN TRAY CARD FILE - SHOP	06/06/2018	13.45	13.45	07/19/2018
262645	LAKESIDE INTERNATIONAI TRU	15002344	REPAIR YELLOW 2017 INTERNATIONAL 7400 - SHOP	04/23/2018	5,181.30	5,181.30	07/05/2018
130655	MEYER OIL COMPANY	688321	DIESEL/ETHANOL	06/28/2018	2,719.56	2,719.56	07/05/2018
130655	MEYER OIL COMPANY	89538A	MOBIL SPECIAL 10.30 X1 - SHOP	06/18/2018	488.95	488.95	07/05/2018
180844	QUILLIN'S INC	00289458	WATER - SHOP	06/29/2018	26.34	26.34	07/19/2018
180844	QUILLIN'S INC	00485701	PLATES, KETCHUP - SHOP	06/08/2018	23.79	23.79	07/19/2018
180844	QUILLIN'S INC	00495007	GATORADE - SHOP	06/29/2018	36.00	36.00	07/19/2018
261190	RAY ZOBEL & SONS INC	45778	ROAD GRAVEL	07/02/2018	191.95	191.95	07/19/2018
180855	REEDSBURG AREA MEDICAL	170769-06211	BLOOD DRAW	06/21/2018	53.00	53.00	07/19/2018
180820	REEDSBURG FARMERS CO	41315	TIRES - SHOP	06/19/2018	390.00	390.00	07/19/2018
180890	REEDSBURG TRUE VALUE	800027-0618	SUPPLIES	06/25/2018	465.70	465.70	07/05/2018
180906	REEDSBURG UTILITY	20228-0618	TELEPHONE/INTERNET - SHOP	06/20/2018	130.15	130.15	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	GARAGE	06/22/2018	473.45	473.45	07/05/2018
262528	SKINNER SHOP	WI000542	REPLACE PARKING BRAKE CHAMBERS ON DUMP TRUCK - SHOP	06/13/2018	289.85	289.85	07/05/2018
Total 10-541100-03 MACH & EQUIP - OPERATING:					12,607.82	12,607.82	
10-541200-03 GARAGE & SHEDS - OPERATING							
20066	BADGER WELDING SUPPLIES	3478640	ACETYLENE	06/30/2018	6.00	6.00	07/19/2018

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Total 10-541200-03 GARAGE & SHEDS - OPERATING:					6.00	6.00	
10-543100-03 STREET MAINTENANCE - OPERATING							
261356	BINDL SALES & SERVICE, INC.	93546	CURB & GUTTER AT VARIOUS LOCATIONS	06/29/2018	5,944.50	5,944.50	07/19/2018
80470	HILLS WIRING INC	72156	REPAIR STREET LIGHT AT PARK & MAIN	06/30/2018	365.72	365.72	07/19/2018
80470	HILLS WIRING INC	72160	CHANGE PROGRAM ON SIGNALS TO REMOVE ARROW POINTING SOUTH	07/02/2018	201.56	201.56	07/19/2018
180905	REEDSBURG UTILITY	RUC 0618	TRAFFIC CONTROL	06/22/2018	157.57	157.57	07/05/2018
190974	SCOTT CONSTRUCTION, INC	6422	COLD MIX PATCH -SHOP	06/16/2018	3,059.91	3,059.91	07/05/2018
190974	SCOTT CONSTRUCTION, INC	6479	COLD MIX PATCH -SHOP	06/30/2018	3,240.05	3,240.05	07/19/2018
201029	T & M GENERAL CONTRACTOR	23044	E MAIN STREET DEMO STREET SECTIONS & REPLACE	07/13/2018	10,416.00	10,416.00	07/19/2018
Total 10-543100-03 STREET MAINTENANCE - OPERATING:					23,385.31	23,385.31	
10-544200-03 STREET LIGHTING							
180905	REEDSBURG UTILITY	RUC 0618	STREET LIGHTS	06/22/2018	13,116.75	13,116.75	07/05/2018
Total 10-544200-03 STREET LIGHTING:					13,116.75	13,116.75	
10-545200-03 PARKING LOTS							
180905	REEDSBURG UTILITY	RUC 0618	PARKING LOTS	06/22/2018	153.08	153.08	07/05/2018
Total 10-545200-03 PARKING LOTS:					153.08	153.08	
10-552300-03 SWIMMING POOL - OPERATING							
10024	ALLIANT ENERGY/WP&L	2613740000-0	GAS - POOL	06/27/2018	1,389.98	1,389.98	07/05/2018
20062	BADGER SWIMPOOLS	44902	PUMP TUBES, SENSOR - POOL	06/01/2018	911.00	911.00	07/19/2018
262630	DINERS CLUB COMMERCIAL	1608-0618	AED PLUS TRAINER - POOL	06/28/2018	97.38	97.38	07/23/2018
262630	DINERS CLUB COMMERCIAL	9693-0618	FIRST AID TRAINING	06/28/2018	396.00	396.00	07/23/2018
262630	DINERS CLUB COMMERCIAL	9693-0618	POOL SUPPLIES - POOL	06/28/2018	1,202.02	1,202.02	07/23/2018
80495	HUB CHEMICAL COMPANY INC	4125	CHLORINE / MURATIC ACID	06/20/2018	222.50	222.50	07/05/2018
80495	HUB CHEMICAL COMPANY INC	4166	POOL CHEMICALS	06/29/2018	150.00	150.00	07/05/2018
80495	HUB CHEMICAL COMPANY INC	4200	CHLORINE / MURATIC ACID - POOL	07/03/2018	395.50	395.50	07/19/2018
180890	REEDSBURG TRUE VALUE	800027-0618	SUPPLIES	06/25/2018	214.95	214.95	07/05/2018
180906	REEDSBURG UTILITY	23677-0618	TELEPHONE - POOL	06/20/2018	126.60	126.60	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	POOL	06/22/2018	4,615.91	4,615.91	07/05/2018
Total 10-552300-03 SWIMMING POOL - OPERATING:					9,721.84	9,721.84	
10-552500-03 OTHER SUMMER REC - OPERATING							
262630	DINERS CLUB COMMERCIAL	9693-0618	TOT LOT EXPENSES	06/28/2018	127.07	127.07	07/23/2018
Total 10-552500-03 OTHER SUMMER REC - OPERATING:					127.07	127.07	
10-552900-03 YOUTH SOCCER PROGRAM							
263052	FABIAN LUNA OLIVARES	FLO062618	SOCCER CLINIC SUPERVISOR	06/26/2018	350.00	350.00	07/05/2018
263235	TONY KOCH	TK062618	SOCCER CLINIC SUPERIVISOR	06/26/2018	350.00	350.00	07/05/2018
Total 10-552900-03 YOUTH SOCCER PROGRAM:					700.00	700.00	
10-553400-03 CELEBRATIONS & ENTERTAINMENT							
120593	LIBERTY FLAG & SPECIALTY	07180012	3X5 LIBERTY NYLON FLAGS	07/02/2018	336.50	336.50	07/19/2018
180905	REEDSBURG UTILITY	RUC 0618	CELEBRATIONS/ENTERTAINMENT	06/22/2018	30.22	30.22	07/05/2018

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Total 10-553400-03 CELEBRATIONS & ENTERTAINMENT:					366.72	366.72	
10-554100-03 PARKS - OPERATING							
60300	JOHN DEER FINANCIAL	75331-82742-0	FERTILIZER, CHAIN SAW, SUPPLIES	07/14/2018	275.51	275.51	07/19/2018
60300	JOHN DEER FINANCIAL	75331-82742-0	GAS USAGE - PARKS	07/14/2018	949.85	949.85	07/19/2018
261285	PIONEER MANUFACTURING C	INV681649	BRITE STRIPE WHITE PAINT - PARKS	06/25/2018	485.00	485.00	07/05/2018
180820	REEDSBURG FARMERS CO	313106	BARN LIME - PARKS	06/05/2018	240.00	240.00	07/19/2018
180820	REEDSBURG FARMERS CO	313477	BARN LIME - PARKS	06/27/2018	240.00	240.00	07/19/2018
180820	REEDSBURG FARMERS CO	41325	TIRE REPAIR - SHOP	06/21/2018	40.00	40.00	07/19/2018
180890	REEDSBURG TRUE VALUE	800027-0618	PARTS & SUPPLIES	06/25/2018	439.49	439.49	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	PARKS	06/22/2018	2,185.36	2,185.36	07/05/2018
Total 10-554100-03 PARKS - OPERATING:					4,855.21	4,855.21	
10-554500-03 REEDS AREA COMM ARENA (RACA)							
180906	REEDSBURG UTILITY	20275-0618	TELEPHONE - RACA	06/20/2018	31.65	31.65	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	RACA	06/22/2018	906.19	906.19	07/05/2018
Total 10-554500-03 REEDS AREA COMM ARENA (RACA):					937.84	937.84	
10-561100-03 TREE PLANTING							
262791	TREE HEALTH MANAGEMENT	6073	EMERALD ASH BORER TRUNK INJECTION TREATMENT	06/21/2018	3,406.95	3,406.95	07/05/2018
Total 10-561100-03 TREE PLANTING:					3,406.95	3,406.95	
10-561300-03 WEED CONTROL - OPERATING							
160770	PRESTIGE LANDSCAPING, LLC	17727	LAWNMOWING AT VARIOUS LOCATIONS - JUNE 2018	07/05/2018	200.00	200.00	07/19/2018
Total 10-561300-03 WEED CONTROL - OPERATING:					200.00	200.00	
10-564300-03 HISTORIC PRESERVATION							
120605	LORRAINES INC	10353498	THANK YOU CARDS FOR BUS TOUR - HIST PRES	06/12/2018	4.99	4.99	07/19/2018
Total 10-564300-03 HISTORIC PRESERVATION:					4.99	4.99	
10-564400-03 INDUSTRIAL DEVELOPMENT							
120595	DON LICHTE	DL-0718	CHAIRPERSON EXPENSES	07/01/2018	40.00	40.00	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	INDUSTRIAL DEVELOPMENT	06/22/2018	13.55	13.55	07/05/2018
221070	VIERBICHER ASSOCIATES, INC	180011	2018 INDUSTRIAL PARK MARKETING	07/06/2018	4,181.75	4,181.75	07/19/2018
221070	VIERBICHER ASSOCIATES, INC	180011-00006	RIDC - 2018 INDUSTRIAL PARK MARKETING	06/13/2018	4,101.69	4,101.69	07/05/2018
Total 10-564400-03 INDUSTRIAL DEVELOPMENT:					8,336.99	8,336.99	
10-564900-03 COMMUNITY DEVELOPMENT AUTHORIT							
180906	REEDSBURG UTILITY	23786-0618	TELEPHONE - FOOD PANTRY	06/20/2018	31.93	31.93	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	CDA	06/22/2018	15.15	15.15	07/05/2018
Total 10-564900-03 COMMUNITY DEVELOPMENT AUTHORIT:					47.08	47.08	
10-566100-03 COMMUNITY IMPROVEMENT							
262897	THE PIN CENTER	0618117	CITY LAPEL PINS	06/21/2018	675.00	675.00	07/05/2018

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Total 10-566100-03 COMMUNITY IMPROVEMENT:					675.00	675.00	
11-517110-03 300 VINE ST. UTILITIES							
10024	ALLIANT ENERGY/WP&L	4175177410-0	GAS - OLD HARDWARE STORE	06/19/2018	22.07	22.07	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	TIF 6 - HARDWARE STORE	06/22/2018	504.36	504.36	07/05/2018
Total 11-517110-03 300 VINE ST. UTILITIES:					526.43	526.43	
11-518110-03 HIGH SCHOOL PROJECT HOUSES							
10024	ALLIANT ENERGY/WP&L	6250757165-0	GAS - EAGLE STREET	06/27/2018	14.32	14.32	07/05/2018
Total 11-518110-03 HIGH SCHOOL PROJECT HOUSES:					14.32	14.32	
11-519100-03 WELLINGTON SUBSTATION							
221070	VIERBICHER ASSOCIATES, INC	180128-00002	WELLINGTON SUBSTATION CSM	07/11/2018	720.00	720.00	07/19/2018
Total 11-519100-03 WELLINGTON SUBSTATION:					720.00	720.00	
20-511000-03 LABORATORY							
140718	NCL OF WISCONSIN, INC	408468/	FIBER FILTERS, AMMONIA SOLUTION - WWTP	06/20/2018	1,924.32	1,924.32	07/05/2018
Total 20-511000-03 LABORATORY:					1,924.32	1,924.32	
20-512000-03 OUTSIDE TESTING							
30160	CT LABORATORIES	137177	MERCURY - WWTP	06/15/2018	400.00	400.00	07/05/2018
Total 20-512000-03 OUTSIDE TESTING:					400.00	400.00	
20-521000-03 BIO-SOLIDS OPERATIONS							
261448	B & M TECHNICAL SERVICES, I	6403	ADVANCED SCHEDULED SERVICE- WWTP	07/06/2018	585.00	585.00	07/19/2018
262278	CINTAS CORP	8403720586	EMERGENCY KIT SUPPLIES & CLEANED - WWTP	06/30/2018	45.82	45.82	07/19/2018
10020	L W ALLEN LLC	105251	DO SIGNAL NOT SHOWING ON SCADA - WWTP	02/28/2018	292.87	292.87	07/19/2018
10020	L W ALLEN LLC	106016	PARTS TANK MIXER - WWTP	06/30/2018	1,227.39	1,227.39	07/19/2018
261946	TOTAL WATER OF BARABOO, L	0282473	DEMINERALIZED WATER - WWTP	06/18/2018	119.70	119.70	07/19/2018
201064	TOWN & COUNTRY	19006	SLUDGE STORAGE EVALUATION	06/28/2018	1,275.50	1,275.50	07/05/2018
201064	TOWN & COUNTRY	19007	INDUSTRIAL & INFLUENT LOADINGS	06/28/2018	1,470.00	1,470.00	07/05/2018
261207	ZORN COMPRESSOR & EQUIP	262783-00	AIR FILTER, OIL SEPARATOR, LABOR, MILEAGE - WWTP	06/19/2018	1,061.75	1,061.75	07/05/2018
Total 20-521000-03 BIO-SOLIDS OPERATIONS:					6,078.03	6,078.03	
20-522000-03 LIME							
150255	OMNI MATERIALS, INC	337478	60/40 FINES-WWTP	06/03/2018	3,387.71	3,387.71	07/05/2018
150255	OMNI MATERIALS, INC	337619	60/40 FINES-WWTP	06/24/2018	7,055.32	7,055.32	07/19/2018
Total 20-522000-03 LIME:					10,443.03	10,443.03	
20-523000-03 Chemicals							
80496	HAWKINS, INC	4305965	CHEMICALS FOR WWTP	06/21/2018	5,181.34	5,181.34	07/05/2018
10020	L W ALLEN LLC	104925	CREDIT - SERVICE & LABOR	01/01/2018	1,382.50-	1,382.50-	07/19/2018
10020	L W ALLEN LLC	1404926A	CHEMICAL PROBLEMS NOT WORKING FROM SCADA - WWTP	01/01/2018	388.79	388.79	07/19/2018

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Total 20-523000-03 Chemicals:					4,187.63	4,187.63	
20-524000-03 POLYMER							
261758	AQUACHEM OF AMERICA, INC.	3256AQ	POLYMER - WWTP	06/25/2018	9,844.00	9,844.00	07/05/2018
Total 20-524000-03 POLYMER:					9,844.00	9,844.00	
20-526000-03 UTILITIES - BIO-SOLIDS							
180905	REEDSBURG UTILITY	000616113-06	ELECTRIC - LIBRARY	06/29/2018	7,867.12	7,867.12	07/19/2018
180905	REEDSBURG UTILITY	RUC 0618	UTILITIES - TREATMENT PLANT #70	06/22/2018	4,942.24	4,942.24	07/05/2018
Total 20-526000-03 UTILITIES - BIO-SOLIDS:					12,809.36	12,809.36	
20-531000-03 COLLECTION SYSTEM							
30262	CROELL, INC.	280654	FLOWABLE MORTAR	06/27/2018	800.00	800.00	07/05/2018
40276	DIGGERS HOTLINE INC	180 6 99501	NOTICES - JUNE	06/30/2018	226.86	226.86	07/19/2018
261377	LINCOLN CONTRACTORS SUP	S40510	PIPE LASER	07/13/2018	531.19	531.19	07/19/2018
261190	RAY ZOBEL & SONS INC	45806	BACKHOE - VIKING DRIVE	07/02/2018	1,375.00	1,375.00	07/19/2018
261310	TOP TIER LLC	5943	PREPLACE SECTION OF SEWER/LABOR @ 210 VETERANS	06/28/2018	951.00	951.00	07/05/2018
Total 20-531000-03 COLLECTION SYSTEM:					3,884.05	3,884.05	
20-531000-04 REPLACEMENT FUND (INTERNAL)							
261190	RAY ZOBEL & SONS INC	45780	SCREENED STONE - SHOP	07/02/2018	784.45	784.45	07/19/2018
261190	RAY ZOBEL & SONS INC	45805	BACKHOE - SEWER, STORM SEWER, SANITARY SEWER - DEBAETS	07/02/2018	6,620.00	6,620.00	07/19/2018
Total 20-531000-04 REPLACEMENT FUND (INTERNAL):					7,404.45	7,404.45	
20-533000-03 UTILITIES - COLLECTION SYSTEM							
10024	ALLIANT ENERGY/WP&L	5239740000-0	GAS - LIFT STATION - WWTP	06/18/2018	6.40	6.40	07/05/2018
10024	ALLIANT ENERGY/WP&L	6808940000-0	GAS - WWTP	06/19/2018	2.87	2.87	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	UTILITIES - LIFT STATION	06/22/2018	730.14	730.14	07/05/2018
Total 20-533000-03 UTILITIES - COLLECTION SYSTEM:					739.41	739.41	
20-551000-03 BLDGS/GROUNDS MAINTENANCE							
40269	DELUXE DISTRIBUTORS	4968	CASE GLOVES - WWTP	07/12/2018	213.49	213.49	07/19/2018
262630	DINERS CLUB COMMERCIAL	1608-0618	PARTS - SHOP	06/28/2018	65.78	65.78	07/23/2018
180890	REEDSBURG TRUE VALUE	800027-0618	SUPPLIES	06/25/2018	230.33	230.33	07/05/2018
Total 20-551000-03 BLDGS/GROUNDS MAINTENANCE:					509.60	509.60	
20-562000-03 UTILITIES - BLDGS/GROUNDS MAIN							
180905	REEDSBURG UTILITY	000616113-06	ELECTRIC - LIBRARY	06/29/2018	5,244.74	5,244.74	07/19/2018
180906	REEDSBURG UTILITY	20524-0618	TELEPHONE/INTERNET - WWTP	06/20/2018	698.35	698.35	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	UTILITIES - TREATMENT PLANT	06/22/2018	3,746.51	3,746.51	07/05/2018
Total 20-562000-03 UTILITIES - BLDGS/GROUNDS MAIN:					9,689.60	9,689.60	
21-546100-03 CONTRACT SERVICES							
160650	PETERSON SANITATION INC	1072-0718	CONTRACT SERVICES	07/01/2018	30,744.87	30,744.87	07/19/2018

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Total 21-546100-03 CONTRACT SERVICES:					30,744.87	30,744.87	
21-546300-03 OPERATING EXPENSES							
190987	SHRED-IT USA LLC	8125018235	SHREDDING - CITY HALL	06/22/2018	69.58	69.58	07/05/2018
190987	SHRED-IT USA LLC	8125018659	SHREDDING - LIBRARY	06/22/2018	68.37	68.37	07/05/2018
190987	SHRED-IT USA LLC	8125018660	RECYCLE/SHREDDING - PD	06/22/2018	69.58	69.58	07/05/2018
Total 21-546300-03 OPERATING EXPENSES:					207.53	207.53	
21-547100-03 GARBAGE & REFUSE (STICKERS)							
160650	PETERSON SANITATION INC	1072-0718	GARABAGE & REFUSE - STICKERS	07/01/2018	1,245.00	1,245.00	07/19/2018
Total 21-547100-03 GARBAGE & REFUSE (STICKERS):					1,245.00	1,245.00	
23-541100-03 EQUIPMENT REPLACEMENT							
150250	OLD DOMINION BRUSH COMPA	0119904-IN	BUSHING, BELT - SHOP	06/29/2018	1,345.88	1,345.88	07/19/2018
Total 23-541100-03 EQUIPMENT REPLACEMENT:					1,345.88	1,345.88	
23-544500-03 STORM SEWER REPAIRS							
30262	CROELL, INC.	100816	4000 PSI	06/28/2018	112.00	112.00	07/05/2018
60300	JOHN DEER FINANCIAL	75331-82742-0	GAS USAGE - PW	07/14/2018	251.75	251.75	07/19/2018
130655	MEYER OIL COMPANY	688321	DIESEL/ETHANOL	06/28/2018	906.52	906.52	07/05/2018
Total 23-544500-03 STORM SEWER REPAIRS:					1,270.27	1,270.27	
40-515120-03 CDBG OPERATING							
120585	LAROWE GERLACH TAGGERT	168	ECONOMIC DEVELOPMENT LOANS -SERVICES	06/30/2018	131.75	131.75	07/19/2018
120585	LAROWE GERLACH TAGGERT	168	ECONOMIC DEVELOPMENT LOANS -MATERIALS	06/30/2018	2.46	2.46	07/19/2018
120585	LAROWE GERLACH TAGGERT	168	ECONOMIC DEVELOPMENT LOANS -LANDSHARK, RECORDING FEE	06/30/2018	35.00	35.00	07/19/2018
221070	VIERBICHER ASSOCIATES, INC	180242-00001	CDBG CLOSE ADMINISTRATION	07/09/2018	435.00	435.00	07/19/2018
Total 40-515120-03 CDBG OPERATING:					604.21	604.21	
41-542600-03 TAXI CAB EXPENSES							
261225	F.D.S ENTERPRISES	5000020	MONTHLY CAB SERVICE	07/01/2018	17,249.60	17,249.60	07/19/2018
Total 41-542600-03 TAXI CAB EXPENSES:					17,249.60	17,249.60	
42-517110-03 AIRPORT UTILITIES, CELL PHONES							
10024	ALLIANT ENERGY/WP&L	1266040000-0	GAS - AIRPORT	07/12/2018	14.22	14.22	07/19/2018
10024	ALLIANT ENERGY/WP&L	4079272914-0	GAS - AIRPORT	06/27/2018	1.53	1.53	07/05/2018
180906	REEDSBURG UTILITY	28015-0618	TELEPHONE - AWOS STATION	06/20/2018	32.25	32.25	07/05/2018
180906	REEDSBURG UTILITY	52183-0618	TELEPHONE - DOT GPS STAT - AIRPORT	06/20/2018	74.95	74.95	07/05/2018
180906	REEDSBURG UTILITY	9678-0618	TELEPHONE/INTERNET - AIRPORT	06/20/2018	113.49	113.49	07/05/2018
Total 42-517110-03 AIRPORT UTILITIES, CELL PHONES:					236.44	236.44	
42-545300-03 AIRPORT OPERATING (FBO)							
261301	BOLT FENCING	BF062518	FENCE REPAIR AIRPORT - MATERIALS	06/25/2018	10.00	10.00	07/05/2018
261301	BOLT FENCING	BF062518	FENCE REPAIR AIRPORT - LABOR	06/25/2018	90.00	90.00	07/05/2018

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262918	REEDSBURG AVIATION	51	HANGAR RENT - AIRPORT	06/12/2018	40.00	40.00	07/05/2018
262918	REEDSBURG AVIATION	RA-0718	AIRPORT MANAGEMENT	07/01/2018	3,400.00	3,400.00	07/05/2018
180905	REEDSBURG UTILITY	RUC 0618	AIRPORT	06/22/2018	723.58	723.58	07/05/2018
Total 42-545300-03 AIRPORT OPERATING (FBO):					4,263.58	4,263.58	
42-545350-03 AIRPORT FUEL							
262976	ARROW ENERGY	87954	AIRPORT FUEL GASS	07/05/2018	15,143.09	15,143.09	07/19/2018
Total 42-545350-03 AIRPORT FUEL:					15,143.09	15,143.09	
45-521500-03 DARE PROGRAM EXPENSES							
261965	SUMMER KARLL	SK062718	PHOTO REIMBURSEMENT- PD	06/27/2018	19.65	19.65	07/05/2018
Total 45-521500-03 DARE PROGRAM EXPENSES:					19.65	19.65	
52-553400-03 FIREWORKS EXPENSE							
261374	LK DESIGN STUDIO LLC	7283	FREEDOM FEST POSTER	06/15/2018	71.25	71.25	07/19/2018
180844	QUILLIN'S INC	00290727	FREEDOM FEST EXPENSES	07/06/2018	362.26	362.26	07/19/2018
262591	US FOODS INC	0297061	FREEDOM FEST FOOD	07/02/2018	297.82	297.82	07/19/2018
Total 52-553400-03 FIREWORKS EXPENSE:					731.33	731.33	
56-551300-03 LIBRARY OPERATING							
20070	BAKER & TAYLOR	2033780526	Books	06/27/2018	28.46	28.46	07/05/2018
20070	BAKER & TAYLOR	2033782174	Books	06/12/2018	582.86	582.86	07/05/2018
20070	BAKER & TAYLOR	2033808173	Books	06/22/2018	102.98	102.98	07/05/2018
20070	BAKER & TAYLOR	2033833178	Books	07/05/2018	96.86	96.86	07/19/2018
20070	BAKER & TAYLOR	5015071322	Books	06/27/2018	64.91	64.91	07/05/2018
30174	CENTER POINT LARGE PRINT	1599000	Large Print Books	07/01/2018	272.64	272.64	07/19/2018
40270	DEMCO, INC	6398839	SLP - SHIRTS, VOLUNTEERS	06/19/2018	29.20	29.20	07/05/2018
262630	DINERS CLUB COMMERCIAL	4776-0618	BOOKS & SUPPLIES - LIBRARY	06/28/2018	457.26	457.26	07/23/2018
263240	DINNER THIEVES	201806DT	TEEN PROGRAM -TEEN IRON CHEF - KITCHEN RENTAL $75.96, DEPOSIT 150	06/30/2018	225.96	225.96	07/05/2018
262020	FINDAWAY WORLD, LLC	251324	AV - LAUNCHPAD TABLETS - FOL FUNDS	06/29/2018	674.45	674.45	07/05/2018
70300	GALE	63828355	LARGE PRINT BOOKS	06/05/2018	167.19	167.19	07/05/2018
70300	GALE	63840153	LARGE PRINT BOOKS	06/06/2018	50.23	50.23	07/05/2018
70300	GALE	63848539	LARGE PRINT BOOKS	06/07/2018	47.23	47.23	07/05/2018
70300	GALE	63871091	LARGE PRINT BOOKS	06/11/2018	170.19	170.19	07/05/2018
70300	GALE	63900025	LARGE PRINT BOOKS	06/14/2018	65.22	65.22	07/05/2018
70300	GALE	63928533	LARGE PRINT BOOKS	06/19/2018	50.23	50.23	07/05/2018
70300	GALE	63936588	LARGE PRINT BOOKS	06/20/2018	69.72	69.72	07/05/2018
70300	GALE	63943905	LARGE PRINT BOOKS	06/21/2018	60.72	60.72	07/05/2018
70300	GALE	63944236	LARGE PRINT BOOKS	06/21/2018	39.73	39.73	07/05/2018
70300	GALE	64021559	LARGE PRINT BOOKS	07/03/2018	56.98	56.98	07/19/2018
70300	GALE	64021999	LARGE PRINT BOOKS	07/03/2018	56.23	56.23	07/19/2018
70300	GALE	64032148	LARGE PRINT BOOKS	07/05/2018	50.23	50.23	07/19/2018
70300	GALE	64032284	LARGE PRINT BOOKS	07/05/2018	71.22	71.22	07/19/2018
70300	GALE	64050925	LARGE PRINT BOOKS	07/09/2018	27.74	27.74	07/19/2018
263241	GLEN SLAATS	20180703GS	PROGRAMMING - TITLES & TEA, EVE BOOK GROUP, JOY CARDIN - FOL FUNDS	06/30/2018	77.62	77.62	07/05/2018
60335	GORDON FLESCH CO INC	12312689	COPY MACHINE - 7/7-8/6/18 LIBRARY	07/07/2018	397.06	397.06	07/19/2018
80480	HOLIDAY WHOLESALE INC	8680278	PROG SUPPLIES - PLATES, UTENSILS, FOL COFFEE - SUGAR	07/10/2018	63.50	63.50	07/19/2018
90510	INGRAM	35039109	Books	06/12/2018	821.35	821.35	07/19/2018
90510	INGRAM	35099008	Books	06/15/2018	130.76	130.76	07/05/2018

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90510	INGRAM	35303493	Books	07/02/2018	155.27	155.27	07/19/2018
170500	QUILL CORPORATION	8293641	Supplies	07/03/2018	401.98	401.98	07/19/2018
180844	QUILLIN'S INC	00285235	PROGRAMMING - APP NIGHT - KH FOL FUNDS	06/04/2018	30.13	30.13	07/05/2018
180844	QUILLIN'S INC	493282	PROGRAMMING - COOKBOOK DISCUSSION - KH- FOL FUNDS	06/25/2018	27.54	27.54	07/05/2018
180791	RECORDED BOOKS INC	75916855	AV- BESTSELLERS BOCD COP	06/29/2018	181.20	181.20	07/19/2018
180881	REEDSBURG TIMES PRESS	19000178403-	1 YR SUBSCRIPTION	06/26/2018	37.95	37.95	07/19/2018
180906	REEDSBURG UTILITY	20304-0618	TELEPHONE/INTERNET - LIBRARY	06/20/2018	655.05	655.05	07/05/2018
263255	SWANK MOVIE LICENSING USA	2521326	PROGRAMMING LICENSING FOR WONDERSTRUCK	06/14/2018	118.00	118.00	07/19/2018
70374	SYNCHRONY BANK/AMAZON	10716	DVDS	06/12/2018	9.99	9.99	07/05/2018
70374	SYNCHRONY BANK/AMAZON	11032	DVDS	06/05/2018	19.99	19.99	07/05/2018
70374	SYNCHRONY BANK/AMAZON	20180603AMA	POPCORN MACHINE - FOL FUNDS	06/03/2018	175.00	175.00	07/05/2018
70374	SYNCHRONY BANK/AMAZON	42667	DVDS	06/12/2018	378.28	378.28	07/05/2018
70374	SYNCHRONY BANK/AMAZON	93111	DVDS	06/18/2018	76.38	76.38	07/05/2018
263033	TURNER WATERCARE	8120-063018	FOL FUNDS	06/30/2018	37.00	37.00	07/19/2018
262064	VERNON PROMOTIONS	2243779	ADULT SLP INCENTIVES - FOL FUNDS	05/14/2018	516.69	516.69	07/05/2018
Total 56-551300-03 LIBRARY OPERATING:					7,829.18	7,829.18	
56-595010-03 TRANSFERS OUT - GENERAL FUND							
261734	CLASSIC CABINETRY	577235	CABINET TRIM & COUNTERTOP CR RENOVATION	06/29/2018	395.00	395.00	07/19/2018
110551	KRUEGER OFFICE SUPPLIES	80600	HON CHAIR CARTS - COMMUNITY ROOM (2)	06/25/2018	625.00	625.00	07/05/2018
Total 56-595010-03 TRANSFERS OUT - GENERAL FUND:					1,020.00	1,020.00	
63-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY	BT1286365	AUDITING SERVICES - TIF	06/30/2018	289.28	289.28	07/19/2018
Total 63-515700-03 INDEPENDENT AUDITING:					289.28	289.28	
64-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY	BT1286365	AUDITING SERVICES - TIF	06/30/2018	289.29	289.29	07/19/2018
Total 64-515700-03 INDEPENDENT AUDITING:					289.29	289.29	
65-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY	BT1286365	AUDITING SERVICES - TIF	06/30/2018	289.29	289.29	07/19/2018
Total 65-515700-03 INDEPENDENT AUDITING:					289.29	289.29	
66-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY	BT1286365	AUDITING SERVICES - TIF	06/30/2018	289.28	289.28	07/19/2018
Total 66-515700-03 INDEPENDENT AUDITING:					289.28	289.28	
66-516110-03 LEGAL FEES							
120585	LAROWE GERLACH TAGGERT	315	TAX INCREMENT DISTRICT = 66	06/30/2018	217.00	217.00	07/19/2018
Total 66-516110-03 LEGAL FEES:					217.00	217.00	
67-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY	BT1286365	AUDITING SERVICES - TIF	06/30/2018	289.29	289.29	07/19/2018

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Total 67-515700-03 INDEPENDENT AUDITING:					289.29	289.29	
68-515700-03 INDEPENDENT AUDITING							
20072	BAKER TILLY	BT1286365	AUDITING SERVICES - TIF	06/30/2018	289.29	289.29	07/19/2018
Total 68-515700-03 INDEPENDENT AUDITING:					289.29	289.29	
69-515700-03 AUDITING							
20072	BAKER TILLY	BT1286365	AUDITING SERVICES - TIF	06/30/2018	289.28	289.28	07/19/2018
Total 69-515700-03 AUDITING:					289.28	289.28	
70-517100-03 CITY HALL EQUIP.(ADMIN/COMDEV)							
262891	GENERAL CODE	PG000015423	C REEDSBURG RECORD MANUSCRIPT & ANALYSIS	06/21/2018	3,000.00	3,000.00	07/05/2018
Total 70-517100-03 CITY HALL EQUIP.(ADMIN/COMDEV):					3,000.00	3,000.00	
70-521100-03 POLICE EQUIPMENT							
262142	TIM BECKER	TB071618	4 X 8 TRAILER	07/16/2018	429.99	429.99	07/19/2018
Total 70-521100-03 POLICE EQUIPMENT:					429.99	429.99	
70-541100-03 PUBLIC WORKS EQUIPMENT							
120400	LA FARGE TRUCK CENTER	436569	2019 INTERNATIONAL 7400 VIN#6569	07/20/2018	83,624.30	83,624.30	07/24/2018
263236	SAN-A-CARE, INC	465477	MEMBRANE CONTROL PANEL, DRAIN HOSE, BRUSH ASSEMBLY, BATTERY SWEEPER	06/21/2018	9,858.21	9,858.21	07/05/2018
Total 70-541100-03 PUBLIC WORKS EQUIPMENT:					93,482.51	93,482.51	
75-531020-03 WW BLOWER PROJECT							
201064	TOWN & COUNTRY	19004	WWTP CONSTRUCTION SERVICES	06/28/2018	6,400.00	6,400.00	07/05/2018
201064	TOWN & COUNTRY	19005	WWTF RESIDENT INSPECTION	06/28/2018	3,000.90	3,000.90	07/05/2018
Total 75-531020-03 WW BLOWER PROJECT:					9,400.90	9,400.90	
75-531023-03 STORMWATER REPLACEMENT PROJECT							
80458	HARTJE LUMBER, INC	MN242339	CULVERTS	06/08/2018	2,495.61	2,495.61	07/19/2018
261190	RAY ZOBEL & SONS INC	45779	BACKHOE - RIP RAP - SEYMOUR	07/02/2018	1,085.00	1,085.00	07/19/2018
Total 75-531023-03 STORMWATER REPLACEMENT PROJECT:					3,580.61	3,580.61	
75-543100-03 STREET RECONSTRUCTION							
261477	GEO-SYNTHETICS, LLC	IV-41234	FABRIC CLARK & WARREN	06/27/2018	3,446.94	3,446.94	07/05/2018
Total 75-543100-03 STREET RECONSTRUCTION:					3,446.94	3,446.94	
75-543120-03 SANITARY SEWER CONST. CIP							
130612	MSA PROFESSIONAL SERVICE	R02068016.0-2	SERVICES FOR CLARK ST SANITARY	06/21/2018	1,042.50	1,042.50	07/05/2018
Total 75-543120-03 SANITARY SEWER CONST. CIP:					1,042.50	1,042.50	
75-543269-03 TIF STREET PROJECTS							
262290	TIMBERLINE CONSTRUCTION L	985903	S DEWEY AVE DISPOSE ASH TREES & STUMP GRINDING	06/26/2018	253.50	253.50	07/19/2018

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Total 75-543269-03 TIF STREET PROJECTS:					253.50	253.50	
75-543300-03 SCHOOL PROJECT 2018-2019							
221070	VIERBICHER ASSOCIATES, INC	170373-00006	NEW ELEMENTARY SCHOOL INFRASTRUCTURE	07/11/2018	6,481.00	6,481.00	07/19/2018
Total 75-543300-03 SCHOOL PROJECT 2018-2019:					6,481.00	6,481.00	
75-543600-03 PARKING LOTS							
70360	D L GASSER CONSTRUCTION	50000019323	REMOVE OLD MIX, REGRADE GRAVEL, HOTMIX - LIBRARY	07/09/2018	6,500.00	6,500.00	07/19/2018
Total 75-543600-03 PARKING LOTS:					6,500.00	6,500.00	
75-554540-03 OTHER BUILDINGS - IMP AND PLAN							
263146	ARCHITECURAL DESIGN CONS	12563	SPACE NEEDS ANALYSIS PROJECT 17-143.00	06/30/2018	10,000.00	10,000.00	07/19/2018
Total 75-554540-03 OTHER BUILDINGS - IMP AND PLAN:					10,000.00	10,000.00	
75-554800-03 PARKS IMPROVEMENTS							
261301	BOLT FENCING	BF071318	GIRLS SOFTBALL FIELD FENCE	07/13/2018	1,760.00	1,760.00	07/19/2018
261769	MIDWEST SEALCOAT, LLC	3859	CRACKFILL AND SEALCOAT PAWLISCH PARK	07/11/2018	1,500.00	1,500.00	07/19/2018
190962	SCHOOL DIST OF REEDSBURG	SDR062518	RESURFACE TENNIS COURTS 25% AGREED TO PAY	06/25/2018	11,215.50	11,215.50	07/05/2018
Total 75-554800-03 PARKS IMPROVEMENTS:					14,475.50	14,475.50	
80-514320-05 DUPLICATION - COPIERS - CHARGE							
262628	RHYME BUSINESS PRODUCTS	22833915	COPY MACHINES	06/14/2018	773.43	773.43	07/05/2018
Total 80-514320-05 DUPLICATION - COPIERS - CHARGE:					773.43	773.43	
80-517100-05 MAINT OF BUILDINGS - CHARGES							
80442	HARDER CORP	M166099	SUPPLIES	07/12/2018	440.43	440.43	07/19/2018
130664	MID-AMERICAN RESEARCH CH	064036-IN	BOWL CLEANER	06/29/2018	513.10	513.10	07/19/2018
261278	PROTECTION TECHNOLOGIES	20586	ANNUAL FIRE ALARM INSPECTION RENEWAL - PD	07/02/2018	762.00	762.00	07/05/2018
261278	PROTECTION TECHNOLOGIES	20597	FIRE ALARM INSPECTION & 8 AH BATTERY - PD	07/10/2018	106.00	106.00	07/19/2018
180890	REEDSBURG TRUE VALUE	800027-0618	SUPPLIES	06/25/2018	263.43	263.43	07/05/2018
190957	SCHILLING PAPER COMPANY	665924-00	TOWELS	06/21/2018	218.24	218.24	07/05/2018
191009	STAPLES BUSINESS ADVANTA	166200362-0-1	CLEANING SUPPLIES	06/01/2018	316.15	316.15	07/19/2018
191030	SUPERIOR CHEMICAL CORP	198115	BATHROOM CLEANER	06/28/2018	660.26	660.26	07/05/2018
261310	TOP TIER LLC	5939	ANODE ROD ERROR REPAIR ON WATER HEATER - FIRE	06/28/2018	135.00	135.00	07/05/2018
Total 80-517100-05 MAINT OF BUILDINGS - CHARGES:					3,414.61	3,414.61	
80-542600-05 INFO SYS - GEN GOVT - CHARGE							
261322	CIVIC SYSTEMS, LLC	CVC16914	SOFTWARE SUPPORT - CITY HALL	06/28/2018	3,418.00	3,418.00	07/19/2018
Total 80-542600-05 INFO SYS - GEN GOVT - CHARGE:					3,418.00	3,418.00	
80-542650-05 INFO SYS - ENTERPRISE - CHARGE							
30248	COMPUTER CONNECTIONS OF	104107	VIEWSONIC 27" LED MONITOR, USB, CABLE - WWTP	07/11/2018	249.98	249.98	07/19/2018

Vendor No	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 80-542650-05 INFO SYS - ENTERPRISE - CHARGE:					249.98	249.98	
80-547100-05 GARBAGE & REFUSE - CHARGE							
160650	PETERSON SANITATION INC	1072-0718	HALL - UTILITIES	07/01/2018	192.00	192.00	07/19/2018
160650	PETERSON SANITATION INC	1072-0718	GARABAGE & REFUSE	07/01/2018	192.00	192.00	07/19/2018
160650	PETERSON SANITATION INC	1072-0718	SHOP	07/01/2018	88.00	88.00	07/19/2018
160650	PETERSON SANITATION INC	1072-0718	RACA	07/01/2018	104.00	104.00	07/19/2018
160650	PETERSON SANITATION INC	1072-0718	PARKS	07/01/2018	112.00	112.00	07/19/2018
160650	PETERSON SANITATION INC	1072-0718	GARBAGE SERVICE	07/01/2018	111.02	111.02	07/19/2018
Total 80-547100-05 GARBAGE & REFUSE - CHARGE:					799.02	799.02	
Grand Totals:					452,594.95	452,594.95	

Dated: 8/7/18

City Administrator: [signature]

Dated: 8-9-18

City Clerk-Treasurer: [signature]

Dated: _____

Mayor: _____

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

STAFF REPORT

AGENDA ITEM: _____

To: Mayor and Common Council
Prepared By: Brian Duvalle, Planning and Building
Thru: Stephen P. Compton, City Administrator
Date of Meeting: August 13, 2018

Subject: Monthly Building Permit Report

BACKGROUND AND REQUEST

On a routine basis the building inspector presents to the Common Council the actions of the proceeding monthly activity.

ANALYSIS

PERMITS

	July 2017	July 2018	Total Change
Zoning	5	11	+6
Building	31	28	-3

VALUE

	July 2017	July 2018	Total Change
Zoning	$9,400	$33,200	$23,800
Building	$615,650	$23,030,225	$22,414,575

STAFF RECOMMENDATION

Recommend the Monthly Building Permit Report be received and filed by the Common Council.

NOTE(S)

The new elementary school permit was approved in July.

CC: Monthly Building Permit Report

Monthly Building Permit Report

Run Date: 07/31/2018 7:01 PM

Accessory Structure

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/6/2018	P008222-070618	815 22nd St	Michael J. Smith		28 X 11 storage shed	8000
7/10/2018	P008230-071018	1820 Tivoli Lane	Tom & Sharon	Bychinski	Replace garden storage shed	

Total Items: 8000

Addition

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/2/2018	P008215-070218	126 S. Aire	Kristina	Garcia	10 X 12 addition	1500
7/11/2018	P008236-071118	2240 Myrtle St	Al	Held	Building a deck on back of home	2,800.00
7/11/2018	P008237-071118	2048 Cambridge Ct	Matt	Muchow	12' X 30' Addition	50,000.00
7/13/2018	P008241-071318	144 N Grove Street	Lisa	Swan	12 X 16 sunroom addition. Finished interior.	15000.00

Total Items: 69300

Electrical

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/9/2018	P008225-070918	445 Mary Ave	Lombard, James Etal		100 Amp Service	1500
7/10/2018	P008231-071018	122 Maple St	HENKE TRUST OF 1993	Miguel RUiz	NEW Mobile home service	5000
7/11/2018	P008238-071118	2701 E. Main St., Lot 104	Courtyards Association LLC		Electrical Hookup	75.00
7/18/2018	P008251-071818	148 Laurel St	Donald A & Patricia J	Schafer	26' x 15' Ground Mount Solar Array using ground screws to allow for minimal ground disturbance	17,7900.00

Total Items: 184475

Maintenance

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/3/2018	P008219-070318	350 N Dewey Ave	NORDIC EQUITY LLC		New windows, siding, awning	75,000
7/6/2018	P008223-070618	940 8th St	Aynsley M. Lange		New Roof	8100
7/10/2018	P008232-071018	330 6th St	Paul	Verthein	Reside house and reroof garage	12287.00
7/11/2018	P008234-071118	1460 Pineview Dr.	Sean & Christina	Asp	New siding and windows	25,000.00
7/16/2018	P008244-071618	2400 Myrtle St	George	Retzlaff	139' open DTS (1) 3/4 HP sump pump with flexhose (2) cleanout ports	7,796.00
7/16/2018	P008245-071618	635E. Main St	Rick	Holtz	Installing new vinyl siding to house and detached garage	13,000.00

Maintenance

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/16/2018	P008246-071618	1901 Winfield	Mark	Bartrels	Replace 8 windows in existing openings	6,017.00
7/18/2018	P008249-071818	543 N Dewey Ave	Joseph	Wigman	Shed remodel and reside	2,500.00
7/30/2018	P008267-073018	402 E Main St	Jim	Schernecker	Partial reroofing	3600.00
7/31/2018	P008271-073118	949 Seymour St.	Kristina	Leeser	Siding house and garage	7,000.00
7/31/2018	P008273-073118	117 Bindl Drive	Arvin	Kaske	Remove existing roof to the roof deck and install a new asphalt roof system.	7,760.00
						Total Items: 168060

New Commercial

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/10/2018	P008233-071018	2400 8th Street	Reedsburg School District		NEW Elementary School	21,918,000
						Total Items: 21918000

New Residential

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/23/2018	P008257-072318	217 Dessa Rain	Min Gu	Ernstmeyer	NEW single family residence	150,000.00
7/23/2018	P008258-072318	221 Dessa Rain	Min Gu	Ernstmeyer	NEW single family residence	150,000.00
						Total Items: 300000

Remodeling/Alterations

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/3/2018	P008221-070318	1661 19th St	Sauk County Housing Authority		Roof, siding, windows, water heaters, building remodel	500,000
7/6/2018	P008224-070618	340 N Oak St	Clarence O. Lee		Kitchen and bathroom remodel	20,000
7/13/2018	P008240-071318	2130 Amanda Drive	Bryant	Clements	Replacing 8 X 12 deck with a 12 X 12 deck. Treated frame composite boards. Unattached to house with 6' footings.	2000.00
7/23/2018	P008259-072318	925 6th St	David	Hanson	Remodeling upstairs bathroom. Also combining two upstairs bedrooms to make master bedroom, walk in closet and master bathroom	20,000.00
						Total Items:

Remodeling/Alterations

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
						542000

Zoning

Create Date	Reference No	Address 1	First Name	Last Name	PER_Description of Work	PER_Estimated Project Cost
7/2/2018	P008216-070218	101 Vine St	CJR ENTERPRSIES LLC		6'-high white vinyl fence, North property line	2400
7/2/2018	P008217-070218	635 Vine St	REBECCA A	HERICKS	Fence Addition	3600
7/3/2018	P008218-070318	1305 Lancer Ct	Stephen J. Bauer		6' high privacy Fence	2000
7/9/2018	P008227-070918	403 E. Main St.	Terri L.	Nielson	Moving signs from East Main Plaza to Spellman Monument building 2 signs (4' x 10' lighted & 1' x 9' lighted)	500.00
7/13/2018	P008239-071318	2275 E Main Street	H & R Block - Patricia Henry		On premise sign - utilizing existing structure.	6000.00
7/13/2018	P008242-071318	160 Bindl Drive	Jacob & Stacey	Kulas	Install fence in backyard.	7800.00
7/18/2018	P008250-071818	030-0050-10000	Carl	Dobrovolny	Chain link fence to delineate lot line along Wes side, remaining 30' on West lot line, and complete East lot line, not including road frontage on N Dewey	
7/20/2018	P008254-072018	208 Dessa Rain	Bill & Carol	Finnegan	Fence in backyard	1,200.00
7/23/2018	P008256-072318	67 MeME Lane	Matt	Hauenstein	Installing a vinyl 6x6 white fence around back yard and east side of house	5,000.00
7/30/2018	P008266-073018	E5722 LaValle St	Jeffrey A.	Mitchell	New Garage	
7/31/2018	P008272-073118	543 Franklin St	Roger	Gray	Putting up a fence in the backyard 5'4" x 8' cedar panels.	4,700.00

Total Items: 33200

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ 10 Application Date: 07/18/18

☐ Town ☐ Village ☑ City of Reedsburg County of Sauk

The named organization applies for: *(check appropriate box(es).)*

☑ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30 PM and ending 8:30 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association ☒ 501(c) 3

(a) Name Reedsburg ArtsLink

(b) Address 129 E. Main St, PO BOX 605 *(Street)* ☐ Town ☐ Village ☑ City

(c) Date organized February 2014

(d) If corporation, give date of incorporation February 2014

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Katie Godfrey, 1959 Greenwood Dr, NE, #6, Owatonna, MN 55060

Vice President N/A

Secretary Haley Weisert, S4803 Gofl Course Rd., Rockk Springs, WI 53961

Treasurer Katie Schofield, 445 N. Park St, Apt A, Reedsburg, WI 53959

(g) Name and address of manager or person in charge of affair: Joann Mundth-Douglas E6180 Churchill Rd, Reedsburg, WI 53959

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Harvest Park, Reedsburg, WI

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Event Tent in the Park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Harvest fundraising Concert

(b) Dates of event September 1, 2018

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Reedsburg ArtsLink *(Name of Organization)*

DIRECTOR Officer Joann K Mundth *(Signature/date)*

Officer _____ *(Signature/date)*

Officer _____ *(Signature/date)*

Officer _____ *(Signature/date)*

Date Filed with Clerk 7-20-18

Date Reported to Council or Board _____

Date Granted by Council _____

License No. 3605 / PA 7/24/18

AT-315 (R. 6-16) Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ 10.00 Application Date: 7/19/18

☐ Town ☐ Village ☒ City of Reedsburg County of Sauk

The named organization applies for: *(check appropriate box(es).)*

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Sept. 16, 2018 and ending Sept. 16, 2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name FairShare CSA Coalition

(b) Address 303 S. Paterson St. Suite 1B Madison, WI 53703
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1993

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers: 303 S. Paterson St. Ste 1B Madison, WI 53703

President Erica Schmitz (Board chair) Erika Jones (Executive Director)

Vice President

Secretary

Treasurer LaVina Twohill

(g) Name and address of manager or person in charge of affair: Carrie Sedlak 303 S. Paterson St. Ste 1B Madison, WI 53703

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1411 Viking Drive Reedsburg, WI 53959

(b) Lot Block

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Premises include the Lions building (all of the main room) and the lawn area just outside of the large garage doors to the Lions building (south side of the bldg). This area will be double-fenced in (Park Dept. will provide fencing) along the width of the building, extending 75 ft. out.

3. Name of Event

(a) List name of the event Bike the Barns

(b) Dates of event Sunday, September 16, 2018

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

FairShare CSA Coalition
(Name of Organization)

Officer [signature] *(Signature/date)* Officer *(Signature/date)*

Officer *(Signature/date)* Officer *(Signature/date)*

Date Filed with Clerk 7-23-18 Date Reported to Council or Board

Date Granted by Council License No. 3681

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

STAFF REPORT

AGENDA ITEM: I-F

To: City Council
By: Jacob Crosetto, City Clerk/Treasurer
Through: Stephen P. Compton, City Administrator
Date of Meeting: August 9, 2018

Subject: Election Poll Workers

BACKGROUND AND REQUEST

The Wisconsin Elections Commission encourages all private citizens to vote and to become involved in the election process. One of the most rewarding ways to do this is to become an Election Day poll worker (or "Election Inspector" as the position is formally called). Citizen involvement is essential to conduct open, accurate and fair elections in Wisconsin.

Poll workers (election inspectors) conduct assigned duties at a polling site on Election Day. Duties can include issuing ballots to registered voters, registering voters, monitoring the voting equipment, explaining how to mark the ballot or use the voting equipment or counting votes.

ANALYSIS/ FINANCIAL IMPACT

Funding for Election Poll Workers has been placed into the FY 2018 Budget.

STAFF RECOMMENDATION

Staff recommends the approval of the Election Poll Worker listed below:

Marilee Olson

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

STAFF REPORT **AGENDA ITEM:** I-G

To: Mayor and Finance Committee
Prepared By: Steven Zibell, Public Works
Through: Stephen P. Compton, City Administrator
Date of Meeting: August 13, 2018

Subject: Sewer credit 261 Third Street

BACKGROUND AND REQUEST

Property owner at 261 Third Street has requested a sewer credit.

ANALYSIS

The property owner has asked for some forgiveness on the sewer portion of their utility bill. Public Works Committee discussed this request at two of their meetings and have decided to reduce the sewer bill portion in question in half which comes to $138.35

Public Works Committee figured a hose bib or something unknown to the owner was running outside so more than likely this water didn't go into the sewer system.

Public Works Committee has always reviewed these requests on a case by case basis since they all have different circumstances.

STAFF RECOMMENDATION

Public Works Committee and staff recommend approval.

Attachment:
Utility bill

Statement

REEDSBURG UTILITY COMMISSION

501 Utility Ct • P.O. Box 230 • Reedsburg, WI 53959-0230
(608) 524-4381 • www.reedsburgutility.com
Office Hours: 7:00am - 4:00pm Monday - Friday

Customer:	HELENA SZYPICYN
Customer Number:	016154
Account Number:	000311300
Service Address:	261 3RD ST
Statement Date:	04/24/2018
Bill Type:	Regular

STATEMENT ACTIVITY

	RATE	USAGE	CHARGES
PREVIOUS BALANCE:			$321.11
ON-LINE CREDIT CARD PAYMENT - THANK YOU			$-174.16
PENALTIES			$1.47
BALANCE FORWARD:			$148.42
Electric Customer Charge (Rg-1)			$10.00
Total Energy Charge (Rg-1)	0.11100	843.00	$93.57
PCAC Charge	-0.00910	843.00	$-7.67
Commitment to Community Charge			$0.96
Total New Electric Charges:			**$96.86**
Water Service Charge (Mg-1)			$4.00
Water Volume Charge - Block 1 (Mg-1)	0.01820	1800.00	$32.76
Water Volume Charge - Block 2 (Mg-1)	0.01250	5000.00	$62.50
Total New Water Charges:			**$99.26**
Sewer Volume Charge	0.03900	6800.00	$265.20
Sewer Service Charge			$11.50
Total New Sewer Charges:			**$276.70**
Storm Water Charge			$4.30
Total New Storm Water Charges:			**$4.30**
NEW CHARGES:			$477.12
AMOUNT DUE:			$625.54

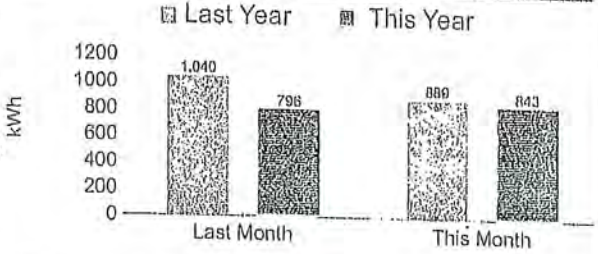
PAID 05.08.18
by phone
conf # 10070124

FOR
Steven T. Zibell
From Nick Szypicyn
my phone 1608 768-0671

LOOKING TO UNLOAD THAT OLD APPLIANCE?

Your old refrigerator or freezer may be costing you more than you realize on your utility bill. The good news is that Focus on Energy can make it easy to dispose of those appliances and pay you $35 to do it. Call 800-354-1898 or visit **focusonenergy.com** to schedule a pick up today.

Electric Usage Comparison



Water Usage Comparison

Detach and return this portion with your payment. Make checks payable to Reedsburg Utility Commission.

REEDSBURG UTILITY COMMISSION

501 Utility Ct • P.O. Box 230 • Reedsburg, WI 53959-0230
(608) 524-4381 • www.reedsburgutility.com

Account Number:	000311300
Customer Number:	016154
Service Address:	261 3RD ST
Statement Date:	04/24/2018

NEW CHARGES DUE DATE: 05/20/2018	AMOUNT DUE:	$625.5
PAYABLE AFTER DUE DATE:		$631.8
AMOUNT ENCLOSED:		

WPR0424A AUTO SCH 5-DIGIT 53913
7000001590 00.0005.0131 1475/1

HELENA SZYPICYN
261 3RD ST
REEDSBURG WI 53959-1621

REEDSBURG UTILITY COMMISSION
PO BOX 230
REEDSBURG WI 53959-0230

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

STAFF REPORT **AGENDA ITEM:** I-H

To: Finance Committee, Mayor and Common Council
Prepared By: Jacob Crosetto, City Clerk - Treasurer
Through: Stephen Compton, City Administrator
Date of Meeting: August 13, 2018
Subject: Claim: Sue Kucher – Damage to personal Vehicle.

BACKGROUND AND REQUEST

On June 22, 2018 the Police Department took a police report of damage to a private vehicle at the Library.

Sue Ann Kucher was advised by one of her staff that she saw a person mowing the grass next her vehicle and she may want to look at her vehicle. Subsequently Sue Ann Kucher contacted the Police Department to file a report for insurance and filed a claim with the City.

ANALYSIS

Director Scott with assistance of his lead person reviewed the concern with the part-time seasonal employee and received a handwritten note. Employee did not feel he had caused the damage. The investigation through interviews by Officer Yeager shows that there is a large potential that the part-time seasonal employee of the Parks Department caused the damage. The review by the Police Department and CVMIC has resulted in the fact that the damage to the private vehicle was a direct result of the action of the City employee.

FINANCIAL IMPACT

The current cost of the claim is $1,477.72. The City has a self-Insured retention of $37,500 from which this will be paid.

STAFF RECOMMENDATION

Upon recommendation of the CVMIC, City Insurance Adjuster for the claim is recommending the City pay the claim.

ACTION:

If the Finance Committee Members are ready, the following action can be taken:

"Motion to pay the Claim for $ 1,477.72".

Item is before the Finance Committee for review and is listed on the City Council Consent Calendar.

ATTACHED:

City Claim Form
CVMIC Email Notice: Tom Mann

CITY OF REEDSBURG

134 SOUTH LOCUST STREET
P.O. BOX 490
REEDSBURG, WI 53959

PHONE: 608-524-6404
FAX: 608-524-8458

NOTICE OF CLAIM

Complainant's Name: Sue Ann Kucher

Address: 2325 Winfield Dr

City: Reedsburg State: WI Zip: 53959

Phone: 608-415-2120 E-Mail: kuchers@reedsburglibrary.org

INCIDENT/ACCIDENT INFORMATION

Date: 6/22/2018 Time: 12:53-12:57 p.m. Place: S Locust Ave, just S of Library loading zone

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages attach a copy of police report, if any, and attach a diagram of the accident scene including north, south, east or west corners if the accident occurred at an intersection. For personal injury indicate nature of injury and whether or not medical attention was given and provide the name of the physician. Also identify any witnesses to the incident/accident.

Just before 1:00 p.m. on 6/22/2018, Circ. Supervisor Jo Clark returned to work and stated that I may need to check the door of my van as she had seen the person mowing looking at and rubbing something on my door. When I went outside I discovered a scratch extending from the rear passenger door handle to mid-way along the front passenger door, including what appeared to be orange plastic or paint transfer at some points along the scratch. I contacted the PD and was given the option to wait or to stop over following my break or call later to have an officer file a report on the damages. The person mowing was on the North end of the property at that time, so I did not speak with him directly. I attempted to call, then emailed Matt Scott about the incident. Incident report 18-8616 filed with Ofc. K. Yeager.

Signed: S Kucher Date: 6/28/2018

Note: Return this Notice to the City Clerk at the address above.

****

CLAIM

(Note: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim with the City Clerk, you may file a claim with the City at any time consistent with the applicable statute of limitations. However, in order for the City to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City of Reedsburg arising out of the circumstances described above.

To process this claim it is necessary to detail money damages being sought (and attach documentation) and return it to the City Clerk.

Amount of Claim: $ TBD

Signed: _____ Date: _____

Connect With Reedsburg

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

From: Tom Mann [mailto:tem@cvmic.com]
Sent: Tuesday, July 31, 2018 10:47 AM
To: Stephen Compton
Subject: Kucher v Reedsburg; DOL: 6-22-18

Steve

I am in receipt of the above claim that has been filed against the City of Reedsburg in the amount of 1,477.72 for damages to the claimant vehicle. It is my understanding that a mower may have struck the claimant's parked vehicle causing damage.

The employee that was mowing grass has denied striking the vehicle with the mower and indicated that he struck the mirror with his shoulder.

It has been determined that there was orange paint transfer on the claimant vehicle, which is the same color as the lawn mower and the damage was approximately the same height as the throttle lever on the mower.

Based on this information, it is probable that the damage was the result of the employee striking the vehicle with the mower.

As such, it would be my recommendation that the City obtain authority to settle this claim in the amount 1,477.72 and that a release be sent to the claimant. Upon receipt of the signed release, please issue payment and send a copy of the signed release to me so that I can credit this settlement to the claim and the City's aggregate limit.

Should you have questions regarding this matter, please feel free to contact me.

Cities and Villages MUTUAL INSURANCE COMPANY
9898 W. Bluemound Road
Wauwatosa, WI 53226

Tom Mann, ARM
Director of Liability Claims
tel: (414) 831-5988
office: (262) 784-5666 (ext 188)
email: tem@cvmic.com
web: cvmic.com
fax: (262) 784-5599

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

STAFF REPORT **AGENDA ITEM:** I - i

To: Finance Committee, Mayor and Common Council
Prepared By: Tom Parker, Airport Manager
Through: Steve Zibell, Public Works/Engineer and Stephen Compton, City Administrator
Date of Meeting: August 13, 2018
Subject: Municipal Airport – Emergency Fuel Purchase.

BACKGROUND AND REQUEST

This past couple of week the success of "Fuel Sales" has far exceeded the initial budget as approved for 2018. For the past couple of months the Municipal Airport has seen the fuel sales for transit aircraft raise refueling each weekend in excess of 65 aircraft.

ANALYSIS

Under the purchasing Policy the Director can request of the City Administrator approval was granted for an emergency

XI. EMERGENCY PURCHASES

Emergency purchasing procedures should only be used when normal purchasing channels are not feasible. Emergency purchases may be made:

- When there is a need for immediate delivery of items.
- To prevent delays in work or construction schedules.
- When there is an immediate threat to employees, public health or safety, or
- To meet emergencies rising from unforeseen causes.

For emergency purchases over $501, the Department Head shall take the following steps:

1. Notify the City Administrator of the emergency and receive waiver of provisions of the purchasing policy.
2. Complete a **purchase requisition** after the fact and document emergency status in the "Notes" section.

(We use email internally. We do not have this form; it is being removed during the rewrite of the Purchasing Policy)

FINANCIAL IMPACT

The current 2018 Airport Budget amounts for fuel was $50,000, Year to Date Fuel expenses are $54,169.58. Revenue for the same time period is $65,365.44.

STAFF RECOMMENDATION

Upon recommendation of the Public Works Director and City Administrator the emergency fuel purchase was approved.

ACTION:

If the Finance Committee / Mayor and City Council Members are ready, the following action can be taken:

"Motion to approve the staff action to purchase an emergency supply of fuel.

Item is before the Finance Committee for review and is listed on the City Council Consent Calendar.

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ATTACHED:

Purchasing Policy areas that apply:

D. Purchases from $10,001 to $50,000 shall be approved prior to ordering by the City Administrator, but only after the Department Head complies with competitive bidding requirements, forwards a completed copies of bids or quotes received to the City Clerk-Treasurer, and the item is included in the current budget.

H. Unbudgeted or Under-budgeted Purchases (items not covered by (G) above). The City Finance Committee and Common Council must approve all non-budgeted purchases prior to purchasing. The Department Head must still comply with competitive bidding requirements, forward a copy of bids or quotes received to the City Clerk-Treasurer.

APPLICATION FORM

WEBB FUND

Submit application to: City of Reedsburg
134 S. Locust St.
PO Box 490
Reedsburg, WI 53959
(608) 524-6404 FAX (608)524-8458 cityhall@ci.reedsburg.wi.us

Please allow a minimum of 60 days for processing of application.

Name of applicant: Charles Nicholas

Organization: Reedsburg Area High School-Disc Golf Club

Federal ID Number: 39-6019053 Phone No. 608-768-8928 Fax No. _____

Tax status of applicant (corporation, charity, governmental body, etc.) _____
Public High School

Street Address: 1100 S Albert Ave Mailing Address: _____

City, State, Zip Reedsburg, WI 53959

DESCRIPTION OF THE PROJECT

Describe in detail the proposed project (attach additional sheets if necessary): _____
We are replacing the dilapidated course/cages.
We will be purchasing 9 brand new cages with the funds.

Location of Project (projects must be in the City limits) _____
Reedsburg Area High School Grounds

How will the project recognize the contribution from the Webb Fund? _____
Social Media and picture/article in the newspaper

How will the project benefit the city of Reedsburg? _____
Replacing the dilapidated cages will greatly increase the positive, clean look
the city of Reedsburg desires and will give the community options for disc golf.

MVP Distribution HQ
6599 West Euclid St
Marlette, MI 48453

Quote

Date	Quote #
4/6/2018	OF-43293

Bill To	Ship To
Reedsburg Area High School Josh Rupnow 1100 S Albert Ave Reedsburg, WI 53959	Reedsburg Area High School Josh Rupnow 1100 S Albert Ave Reedsburg, WI 53959

P.O. No.	Terms
	Prepaid

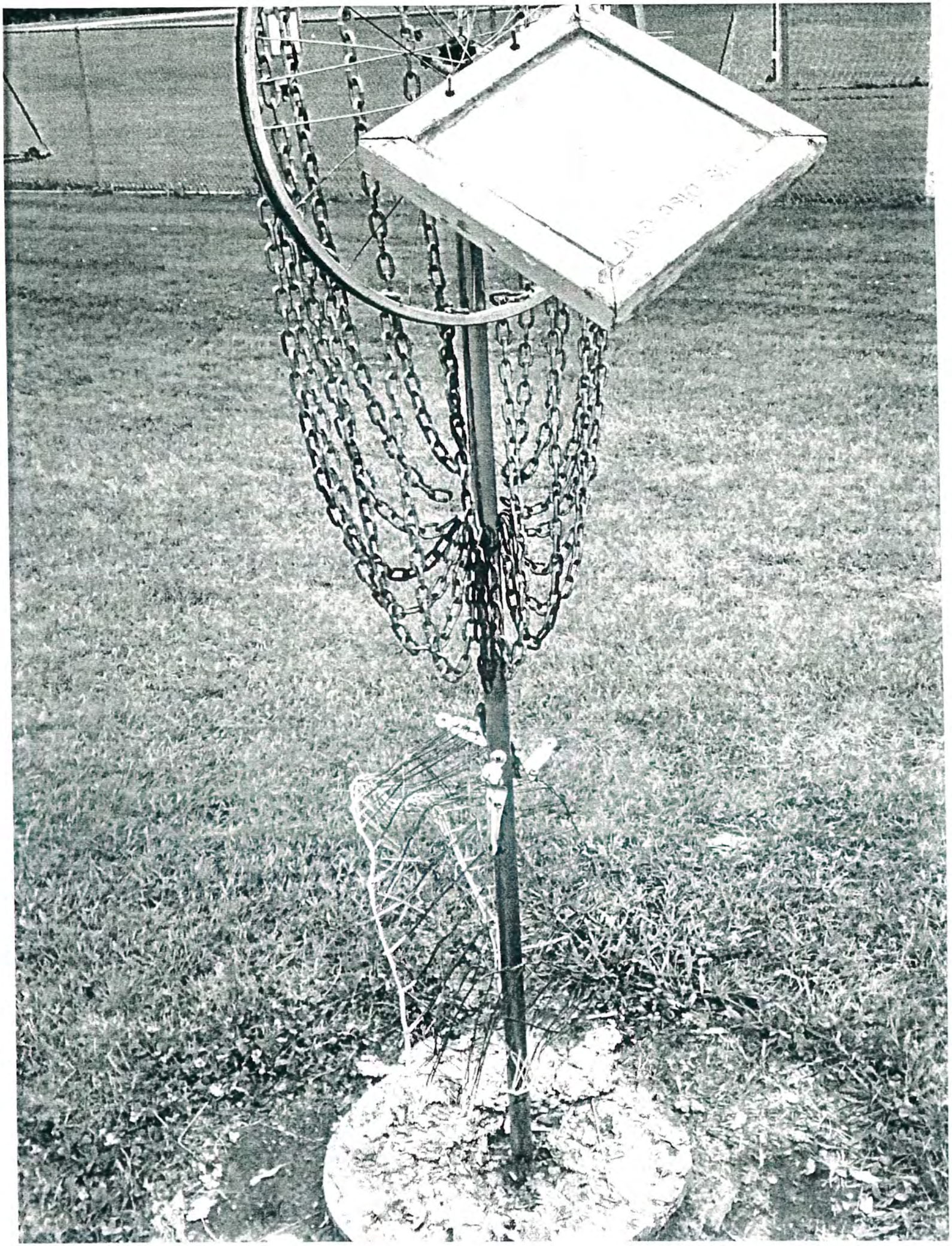
Item	Qty	Weights and Description	Rate	Amount
Black Hole Portal (Permanent)	4	MVP Black Hole® Portal - Light Blue	325.00	1,300.00
Black Hole Portal (Permanent)	5	MVP Black Hole® Portal - Red	325.00	1,625.00
9-Hole Course Discount	9	Course Sponsorship Discount	-30.00	-270.00
LTL Shipping		LTL Shipping	214.00	214.00

Price Match Guarantee. Contact Sales@mvpdiscsports.com to learn more.

Total $2,869.00

Accounting@mvpdiscsports.com

844-MVP-DISC (687-3472)



Proclamation

Recognizing

Reedsburg Municipal Airport

On August 19, National Aviation Day is celebrated across the United States. It is an annual national observance that honors the development of aviation. The holiday was first observed in 1939, after the proclamation by U.S. President Franklin D. Roosevelt. August 19 was chosen on purpose because it is the anniversary of Orville Wright's birthday. Orville was the younger of the Wright brothers, renowned American aviation pioneers. He was still alive when President first issued the proclamation.

WHEREAS: On May 19, 2016, the new Reedsburg Municipal Airport Terminal officially opened; and

WHEREAS: Reedsburg Municipal Airport (C35), General Aviation Facility has played a vital role in connecting the Community and to local and regional Airports; and

WHEREAS: Reedsburg's Municipal Airport strives to make continuous improvements to its facilities, whether it be adding new hangers, updating the décor or renovating the Fixed Base Operations facility for visiting air crews to provide remarkable experience; and

WHEREAS: Reedsburg Municipal Airport has an entrepreneurial mindset that emphasizes innovation and financial efficiency; and

WHEREAS: Reedsburg Municipal Airport Commission and the Reedsburg Public Works Committee have been true to the mission, economic impact and vision of providing continued airport service experience through developing new facilities, design and construction using MSA Professional Services and Friede & Associates for the City; and

NOW, THEREFORE, I, David Estes, Mayor of the City of Reedsburg, do hereby proclaim Friday, August 19 2018, as "Airport Day" in the City of Reedsburg, Wisconsin and encourage all citizens to join me in this worthy observance.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Reedsburg, State of Wisconsin to be affixed this 13th day of August in the year 2018.

_____

David Estes, Mayor
City of Reedsburg
Wisconsin

Reedsburg, Wisconsin

Secure https://www.reedsburgwi.gov

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Type here to search

3:15 PM
8/1/2018

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STAFF REPORT **AGENDA ITEM:** III-A

To: Mayor and Common Council
Prepared By: Steven Zibell, Public Works
Through: Stephen P. Compton, City Administrator
Date of Meeting: August 13, 2018

Subject: Energy Management Resolution 4348-18

BACKGROUND AND REQUEST

In April of 2010 the City approved a Resolution to implement a plan to reduce energy usage by 10% in five years. As you can see in the attachments we have exceeded the goal, reducing usage by 12%. We are asking to approve this resolution so we qualify for grants from WPPI and set our future goals.

ANALYSIS

This Resolution sets a goal to reduce electricity usage by 5% in the next 7 years. We have done numerous upgrades in the past ten years to help offset electricity usage but we feel there are more opportunity's to reduce energy usage. Also by passing this resolution we will qualify for grants thru WPPI.

STAFF RECOMMENDATION

Staff recommends approving Resolution 4348-18

Attachments:
Letter from Anna Stieve, WPPI
2009-2015 Energy usage chart
Resolution 4348-18

City of Reedsburg

To:	Steve Zibell, City of Reedsburg
From:	Anna Stieve, Energy Services Representative, Reedsburg Utility Commission
CC:	Brett Schuppner, General Manager, Reedsburg Utility Commission
Date:	7/17/2018
Re:	Resolution Authorizing Implementing Municipal-Wide Energy Management Policy

Dear Mr. Zibell,

Per your request, I am issuing the following memo to accompany a request to update the existing Municipal-Wide Energy Management Policy.

On April 26, 2010, the City of Reedsburg approved Resolution No. 4026-10, a Resolution Approving Implementation of a Municipal-Wide Energy Management Policy, attached. This resolution set an electric energy reduction goal of 10% within five years. Setting this resolution made Reedsburg eligible for bonus energy efficiency grants through WPPI Energy. Attached, please find a summary of progress towards, and beyond, the electric goal of a 10% reduction. The city of Reedsburg exceeded their goal, reducing electric usage by 12% across municipal facilities by 2015.

The WPPI Energy Utility and Municipal Buildings Program (UMBP) offers cash incentives for WPPI Energy communities to install energy efficient technologies. In 2017, you received a total of $33,630 through that program for a blower upgrade at the Wastewater Treatment Plant as well as LED lighting upgrades at various city buildings. In order to qualify for funding Member communities must set energy goals. The following language was pulled from the UMBP Official Service Document, which outlines the rules associated with the program:

> *To be eligible for enhanced efficiency improvement incentives, local governments (e.g., city council, village board or utility commission) will be expected to view energy efficiency as an important issue for their community, and commit to reducing energy waste in municipally-owned facilities with a formal resolution or proclamation. At a minimum, members must set a measurable performance goal for electrical energy reductions (e.g., 10% reduction in energy use in municipal facilities within three years) as part of the commitment.*

In 2018, WPPI Energy required that all members reevaluate their energy reduction goals in order to continue to qualify for UMBP funding. That is why we are bringing this resolution to you at this time.

Attached is a draft energy policy. This resolution sets an electric energy reduction goal of 5% between 2017 and 2025. However, these numbers are simply an example. The Council may dictate the percent reduction as well as the timeline outlined in this resolution. I bring this resolution for approval by the Council at this time as it will make Reedsburg eligible for additional funding for energy efficiency projects.

Thank you,

Anna Stieve, P.E.

Energy Services Representative
WPPI Energy & Reedsburg Utility Commission

City of Reedsburg Progress towards Energy Goals

Date: 1/29/2017

Units: kWh per year

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2015 vs. 2009
Lift	75,253	101,630	60,613	57,545	50,158	46,420	49,075	49,941	41,568	46%
Street lights	1,125,323	1,166,020	1,178,781	1,217,661	1,329,339	1,326,134	1,325,120	1,329,617	1,340,898	-12%
Siren	3,056	3,048	3,431	4,249	2,351	900	880	900	210	1534%
Park	357,853	364,340	333,204	314,447	298,896	326,871	317,096	337,238	343,765	-3%
City	702,004	726,444	753,944	794,864	795,284	792,724	817,204	871,804	922,804	-18%
Wastewater	1,703,472	1,782,408	1,833,192	1,797,539	1,503,585	1,526,833	1,535,470	1,439,420	1,281,854	43%
Airport	22,799	44,937	56,471	53,501	46,595	43,289	43,496	46,623	45,537	24%
RUC	463,460	504,940	494,360	527,450	536,380	524,470	521,620	530,510	532,630	-7%
Total	4,453,220	4,693,767	4,713,996	4,767,256	4,562,588	4,587,641	4,609,961	4,606,053	4,509,266	5%
Subtotal: Street Lights, Parks, City, Airport, RUC	**2,671,439**	**2,806,681**	**2,816,760**	**2,907,923**	**3,006,494**	**3,013,488**	**3,024,536**	**3,115,792**	**3,185,634**	**-12%**

RESOLUTION
(AUTHORIZING IMPLEMENTING MUNICIPAL-WIDE
ENERGY MANAGEMENT POLICY)

File No. 4348-18

WHEREAS, the City of Reedsburg is committed to being an environmentally responsible community and municipally owned and operated utility dedicated to improving global and local quality of life through active environmental stewardship; and

WHEREAS, it is more cost-effective to use less electricity and natural gas than it is to generate and/or purchase electricity and natural gas for the operation of City and Utility facilities; and

WHEREAS, Reedsburg Utility Commission and WPPI Energy have developed and implemented mutually beneficial energy efficiency, conservation and renewable energy programs, projects and educational activities designed to increase community energy efficiency, promote clean air and water and reduce waste; and

WHEREAS, Reedsburg Utility Commission already promotes these initiatives through its Commitment to Community programs and partnership with WPPI Energy and Focus on Energy; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Reedsburg will set a goal to curb use of electricity in municipal facilities by 5% from levels measured in 2017 by 2025.

BE IT FURTHER RESOLVED, that the City of Reedsburg will demonstrate the effectiveness of energy efficiency, conservation and renewable resource development and further seek to instill a strong conservation ethic within the community that will help establish the City as a leader in these areas.

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 13th day of August, 2018 and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 13th day of August, 2018.

_____
City Clerk

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

STAFF REPORT **AGENDA ITEM:** III-B

To: Mayor and City Council
Prepared By: Don Lichte, Chairman: Reedsburg Industrial and Commercial Dev. Commission (RICDC) and Kurt Muchow, Technical Assistant-RICDC
Through: Stephen Compton, City Administrator
Date of Meeting: August 13, 2018

Subject: Walnut Street Flats – Subordination Agreement. Resolution 4349-18

BACKGROUND

In order to ensure a successful initiation of the Walnut Street Flats Redevelopment project the City of Reedsburg approved certain items: 1.) Tax Increment District #6, 2. $500,000 Business Assistance Loan, 3.) Sold property owned by the City and 4.) Will provide a Tax Increment "Pay As You Go" payments for 15 years.

As security for the business assistance loan, the City received a mortgage on the subject property. Under the agreements for that loan, the City agreed to subordinate its mortgage to the mortgage of a future primary construction lender, but not in excess of $250,000. As Cohen-Esrey Affordable Partners, LLC has been working with the primary lender on the Walnut Street Flats project, , the size of the primary construction loan has increased, and the lender has indicated that it is a condition to it making the construction loan that the City's mortgage be subordinated to a construction mortgage of $800,000.

Prior City Council Actions:
On January 11, 2016 the City Council approved the Cohen-Esrey Affordable Partners, LLC (Walnut Street Flats) or Cohen-Esrey has an approved Planned Development Group (PDG) project located in the City of Reedsburg, Wisconsin. The original funding commitment by the City took two forms: (1) Tax Increment Finance incentives previously approved in the original Developers Agreement with Cohen-Esrey Affordable Partner, LLC and (2) seeking a WEDC Community Development Investment Grant.

An In-fill Housing development has a higher development cost and financial assistance is needed on the project due to blighted areas and rehabilitation expenses. The original Development agreement and Amendment included selling the old Glory Days site for redevelopment, plus providing certain incentives to make the project financially feasible. This project was before the Plan Commission and City Council in June 2016.

City of Reedsburg
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Reedsburg, WI 53959
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2016 FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

The Development Agreement dated January 11, 2016 was amended with additional provisions. The January 11, 2016 Development Agreement states that "The City will sell to Developer parcel 276-1015-00000 (Plat #1015) for $1. City will provide a quit claim deed for said Parcel to Developer.

The Developer closed through a Purchase and Sale Agreement with the City and with a private landowner to purchase two of the three properties to be used for the development: (221 South Walnut Street, Plat #1016 and 233 South Walnut Street. Plat #1017).

Current Situation:

In December 2017, the Cohen-Esrey Affordable Partners, LLC received from the City building Department approval to remove the three buildings and environmental clearance. The demolition and clearance has been completed. The property has remained in this state since that time.

ANALISIS DISCUSSION

The City Council has reaffirmed the project several times over the years. Subsequently, on February 17, 2017, The Reedsburg City Council Resolution No. 4304-17 authorizing the Mayor, City Attorney and City Administrator authority to execute and record documents on the BCPL Loan, property transfer negotiating the final permanent - primary funding/mortgage and security to protect the City's investment in this project.

Attached to the staff report is a draft Subordination Agreement which contemplated a final mortgage in place and setting out final terms. An updated development schedule is shown in the Table below.

Table: *Development Schedule*

Milestone	Approximate Date
Site Control	Completed
Land Use Approvals	Completed
Planning Level Entitlements Issued	Completed
Firm Financing Commitment Letters (LIHTC Equity Investor LOI and Soft Loan Commitments) Award of Tax Credits – Estimated	Completed Approved
Environmental Clearances Issued (Engineering)	Plans Submitted State
Federal Lien on property removed by City NMTC Attorney Firm. (Hal Karas)	July 2018
Construction Finance Closing & Construction Start	Fast Start August 2018
Certificate of Occupancy; Begin Lease-Up & Operations (NMTC Dated 12/31/2019)	3/1/2019

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On July 6, 2018 under the terms of the Development Agreement, Jon Atlas: Cohen-Esrey Affordable Partner, LLC submitted a request to the City Administrator requesting a subordination agreement in order to finalize the permanent - primary funding. In his email, Jon Atlas indicated the debt coverage of 1.00% to 1.15% during the financing and will continue for the term of the project.

Why Action is Necessary:

The financing is held as separate agreements and the developer at the request of the financial institution providing the permanent funding for the project has requested the "Subordinations Agreement". As such, staff must seek City Council's action to approve the subordination as outside the authority already given to the Mayor, City Attorney and City Administrator.

Fiscal Impact

There is no fiscal impact at this time.

RECOMMENDATION:

After review by the City New Market Tax Credit ("NMTC") Hal Karas, Attorney and City Administrator recommends approval of the attached resolution approving the "Subordination Agreement" between the City of Reedsburg and Cohen-Esrey Affordable Partner, LLC in connection with a Walnut Street Flats project; authorizing the Mayor to execute the Subordination Agreement

ACTION:

If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny – Resolution 4349-18 a SUBORDINATION AGREEMENT* with Cohen-Esrey Affordable Partner, LLC for permanent financing for Walnut Street Flats and Authorizing the Mayor or City Administrator to sign the agreement.

(*As substantially the same as attached to the staff report)

ATTACHED:
1 – Resolution 4349 -18 - Subordination Agreement

---------- **[Space Above This Line For Recording Data]** ----------

RESOLUTION 4349-18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDSBURG, REEDSBURG WISCONSSIN AUTHORIZING THE EXECUTION OF A SUBORDINATOIN AGREEMENT FOR THE WALNUT STREET FLATS PROJECT TO FACILITATE PERMANENT FINANCING OF A 33-UNIT AFFORDABLE RESIDENTIAL RENTAL PROJECT LOCATED AT 233 SOUTH WALNUT STREET.

SUBORDINATION AGREEMENT AND ESTOPPEL
(Affordable)

This SUBORDINATION AGREEMENT AND ESTOPPEL (this "**Agreement**") dated as of August ____, 2018 (the "Effective Date"), is executed by and among (i) _____ ("**Senior Lender**"), (ii) **CITY OF REEDSBURG**, ("**Subordinate Lender**"), and (iii) **WALNUT STREET FLATS, LLC**, a Kansas limited liability company ("**Borrower**").

RECITALS:

A. Pursuant to that certain [Business Loan Agreement] dated as of the date hereof, executed by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of _____ Dollars ($_____) (the "**Senior Loan**"), as evidenced by that certain [Note] dated as of the date hereof, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by [two certain Mortgages] each dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Real Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of $500,000.00 (the "**Subordinate Loan**") from Subordinate Lender to Borrower and to allow the Subordinate Loan to be secured by a mortgage lien against the Real Property.

D. Borrower has requested Subordinate Lender to subordinate its Subordinate Loan to the Senior Loan and Subordinate Lender has agreed to enter into this Agreement pursuant to Section 6.14 of the Subordinate Loan Agreement.

E. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Real Property and the Subordinate Lender has agreed to subordinate to the Senior Loan subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Real Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual Controlled by, under common Control with, or which Controls such Person, and in all cases any other Person that holds fifty percent (50%) or more of the ownership interests in such Person.

"**Borrower**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Real Property after the date of this Agreement.

"**Business Day**" means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which Senior Lender is not open for business, or (d) a day on which the Federal Reserve Bank of New York is not open for business.

"**Condemnation Action**" means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Real Property, whether direct or indirect.

"**Control**" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with"), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or operations of such

entity, whether through the ownership of voting securities, ownership interests or by contract or otherwise.

"**Default Notice**" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

"**Person**" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

"**Senior Lender**" means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, and all other "Loan Documents" as that term is defined in the Senior Loan Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Agreement**" means the Construction Loan Agreement dated November 3, 2017, by and between Borrower and Subordinate Lender.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"**Subordinate Mortgage**" means that certain Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing encumbering the Real Property as security for the Subordinate Loan, as recorded on November 7, 2017 by the Sauk County Register of Deeds as Document # 1156584.

"**Subordinate Note**" means the Note dated November 3, 2017, issued by Borrower to Subordinate Lender, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Real Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Real Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Lender's Subordinate Mortgage to remain in full force and effect in addition to the other Subordinate Loan Documents against the Real Property to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

a. Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents. The Subordinate Loan Documents are in substantially the same form and no material changes were made as of the date that the Subordinate Loan Documents were executed.

b. Subordinate Loan Agreement.

(i) As of the date hereof, the Subordinate Loan Agreement is hereby amended by deleting the first sentence of Section 4.1 in its entirety and substituting in its place the following:

> "Complete construction of the Development by August 31, 2019, subject to extension for delays wholly outside the control of Borrower or delays caused by the contractor, provided that Borrower promptly gives notice to Lender of such delay and the reasons for the delay, and such extension does not exceed thirty (30) days as to any one delay or sixty (60) days in the aggregate."

(ii) As of the date hereof, the Subordinate Loan Agreement is hereby amended by deleting Section 5.7 in its entirety and substituting in its place the following:

> **"Senior Loan**. Borrower shall fail to enter into the Senior Loan on or prior to [August 23, 2018]"

c. Subordinate Note.

As of the date hereof, the Subordinate Note is deemed to contain the following provision:

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a [Multifamily Note] (and any schedules) dated as of even date herewith in the

original principal amount of $_____, executed by **WALNUT STREET FLATS, LLC**, a Kansas limited liability company, payable to the order of _____ ("**Senior Lender**"), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith between the payee of this Note, and Senior Lender and the **CITY OF REEDSBURG**, (the "**Subordination Agreement**"). Each Mortgage (and any exhibits) securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Mortgages (and any exhibits) securing the Senior Note and the terms, covenants and conditions of the Senior Business Loan Agreement evidencing the terms of the Senior Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under each Mortgage (and any exhibits) securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement.

d. Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

e. Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

f. Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

5. **Estoppel.** The Subordinate Lender agrees and acknowledges that:

(a) the Subordinate Loan Documents are in full force and effect;

(b) there are no Events of Default (as defined in the Subordinate Loan Agreement) by Borrower under the Subordinate Loan Documents;

(c) Subordinate Lender has not given any notice of an Event of Default under the Subordinate Loan Documents which has not been cured;

(d) there does not exist any event or condition which, with the passage of time or the giving of notice or both, would otherwise constitute an Event of Default by the Borrower under the Subordinate Loan Documents, or which would entitle the Subordinate Lender to accelerate the payment of the indebtedness evidenced by the Subordinate Loan Documents or foreclose on the Property; and

(e) Subordinate Lender has no present intention to give a notice of an Event of Default under the Subordinate Loan Documents.

6. Deliveries.

At or before closing of the Senior Loan, Borrower shall submit the following items to Senior Lender:

(1) Title Policy Endorsement.

An endorsement to the policy of title insurance insuring the lien of the Senior Security Instrument which insures that (A) there are no liens or other encumbrances affecting the Real Property, other than "Permitted Encumbrances" (as defined in the Senior Security Instrument), the Subordinate Mortgage, and other Subordinate Loan Documents filed or recorded against the Real Property, (B) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Security Instrument, and (C) this Agreement has been recorded among the applicable land records.

(2) Certification.

A certification from Borrower to Senior Lender that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(3) Subordinate Loan Documents.

A complete set of the fully executed Subordinate Loan Documents, certified by Borrower to be true, correct and complete.

(4) Senior Loan Documents.

An executed copy of each of the Senior Loan Documents, certified by Borrower to be true, correct and complete.

7. Terms of Subordination.

a. Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that (1) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and (2) the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (A) protecting or further securing the lien of the Senior Security Instrument, curing defaults by

Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or (B) constructing, renovating, repairing, furnishing, fixturing or equipping the Real Property).

b. Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Real Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

c. Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

d. Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 6 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 6(d).

e. Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 6(d), Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By

executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 6, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

f. Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

g. Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

8. Default Under Subordinate Loan Documents.

a. Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by, the Senior Loan Agreement and the Senior Security Instrument.

b. Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Real Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior

Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

c. Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Real Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

9. Default Under Senior Loan Documents.

a. Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 8(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Real Property, or Senior Lender's secured position relative to the Real Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Real Property and the rents, revenues and other proceeds from the Real Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Subordinate Loan Agreement and the Subordinate Mortgage.

b. Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents (if no other default has occurred under the Subordinate Loan Documents) until either (1) Senior Lender has accelerated the maturity of the Senior Loan, or (2) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

10. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

11. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

a. Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the

right to advance funds to cure Senior Loan Defaults pursuant to Section 8(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Real Property and curing other defaults by Borrower under the Subordinate Loan Documents.

b. Condemnation or Casualty.

Following the occurrence of (1) a Condemnation Action, or (2) a fire or other casualty resulting in damage to all or a portion of the Real Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

1. Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation Action or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation Action or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Condemnation Action or a Casualty made by Senior Lender; provided, however, this subsection or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Condemnation Action or Casualty; and

2. all proceeds received or to be received on account of a Condemnation Action or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further, however, that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

c. Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Real Property, provided such action does not affect the priority of payment of the proceeds of

property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Real Property.

d. No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

12. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

13. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

14. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then to the extent of such payment or proceeds received and not retained by Senior Lender, this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior

Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

15. Notices.

a. Process of Serving Notice.

All notices under this Agreement shall be:

i. in writing and shall be:

1. delivered, in person;

2. mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

3. sent by overnight courier; or

4. sent by electronic mail with originals to follow by overnight courier;

ii. addressed to the intended recipient at the address(es) below the signature block, as applicable; and

iii. deemed given on the earlier to occur of:

1. the date when the notice is received by the addressee; or

2. if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

b. Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

c. Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

16. General.

a. Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of

Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

b. No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venture or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

c. Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

d. Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

e. Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

f. Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Real Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Real Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

g. Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

h. Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (1) the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; (2) the payment in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 6 hereof; (3) the acquisition by Senior Lender of title to the Real Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or (4) the acquisition by Subordinate Lender of title to the Real Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

i. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one (1) and the same instrument.

j. Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:

[_____]

By: _____
[name]
[title]

ACKNOWLEDGMENT

STATE OF _____)
_____) ss
COUNTY OF _____)

On this _____ day of _____, 2018, before me personally appeared [name], to me known to be the [title] of [senior lender], that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said bank, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said limited liability company.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
(Signature/Title of officer with place of residence of notary public)

SUBORDINATE LENDER:

CITY OF REEDSBURG

By: _____

_____
Authorized Signatory

Address: 134 South Locust Street
Reedsburg, WI 53959
Attention:

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2018, before me personally appeared _____, to me known to be an authorized signatory of the CITY OF REEDSBURG, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said banking association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said banking association.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____(Signature/Titl
e of officer with place of residence of notary public)

BORROWER:

WALNUT STREET FLATS, LLC,
a Kansas limited liability company

By: _____
Thomas L. Anderson
Authorized Agent

Address: 6800 West 64th Street, Suite 101
Overland Park, KS 66202

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2018, before me personally appeared Thomas L. Anderson, to me known to be the Authorized Agent of WALNUT STREET FLATS, LLC, a Kansas limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
(Signature/Title of officer with place of residence of notary public)

NOW THEREFORE, Resolved, by the Common Council of the City of Reedsburg, Sauk County, Wisconsin authorizes adoption of Resolution 4349-18. In approving the resolution the Mayor and City Administrator may make ministerial changes to the subordination document in order to effectuate the signing and closing process.

PASSED AND ADOPTED this day of August, 2018.

ATTEST:

_____
Jacob Crosetto
City Clerk-Treasurer

APPROVED:

_____
Dave G. Estes
Mayor

(SEAL)

I, the undersigned qualified and Clerk-Treasurer of the City of Reedsburg, Wisconsin, does hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Council of the City of Reedsburg, at a regular meeting held August 13, 2018, and that such Resolution is on file in the City Clerk's office.
IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Reedsburg this this 13th day of August, 2018.

_____
Jacob Crosetto, City Clerk -Treasurer

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

STAFF REPORT **AGENDA ITEM:** IV-A

To: Personnel, Finance Committee, Mayor and Common Council
Prepared By: Timothy M. Becker, Chief of Police
Through: Stephen Compton, City Administrator
Date of Meeting: August 13, 2018
Subject: Additional School Resource Officer Position – School District/City Agreement.

BACKGROUND AND REQUEST

The Reedsburg Police Department and the School District of Reedsburg are requesting consideration for an additional School Resource Officer (SRO) position. This position, identified as SRO2, will be in addition to the current SRO primarily assigned to the High School. The SRO2 position will handle all District resource duties outside of the High School and SRO1 will be assigned fulltime to the High School, never leaving the High School unattended.

ANALYSIS

It is no secret that incidents of school-related violence are on the rise and security measures are being employed that are vastly different than what we have seen in the past. Currently, the RPD has one School Resource Officer (SRO1) that is primarily assigned to the Reedsburg Area High School. That SRO also handles calls and provides services to the other schools in the District, which in turn, provides relief to the patrol officers. It is the desire of the School District and the Police Department that the SRO1 be assigned to the High School fulltime, not leaving for other duties if avoidable. This would maintain a presence at the High School when school is in session. To accomplish, the District would be willing to assist in partially funding a second SRO (50% of the total cost), identified as SRO2. SRO2 would be responsible for providing services to the other schools in the District, while SRO1 remains at the High School. Should SRO1 have to leave the High School, SRO2 would then replace that officer, never leaving the high school unattended by law enforcement.

FINANCIAL IMPACT

The current cost of a new officer is approximately $60,000. The School District would pay 50% of that cost annually, or $30,000. The City would be responsible for the additional $30,000. As the officer's pay increases due to tenure based on the Collective Bargaining Agreement, the payment would remain at 50% per the agreement.

STAFF RECOMMENDATION

The Public Safety Committee and the Personnel Committee met before the action this evening and support the creation of a 2nd Community Services Officer with funding from the School District..

ACTION:

If the Mayor and City Council are ready, the following action can be taken:

"Motion to approve/deny – Agreement for Additional School Resource Officer Position, authorizing the Mayor or City Administrator to sign."

ATTACHED:

Support Letter – Tom Benson, District Administrator
Proposed Agreement with the School District

SCHOOL DISTRICT OF
Reedsburg

501 K Street
Reedsburg, WI 53959
(608) 524-2016
(608) 768-8927 Fax

Tom Benson
District Administrator
(608) 524-2016, ext. 2006
tbenson@rsd.k12.wi.us

Pat Ruddy
Assistant District Administrator
(608) 524-2016, ext. 2004
pruddy@rsd.k12.wi.us

Jeff Bindl
Director of Pupil Services
(608) 524-2016, ext. 2020
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Linda Bruun
Director of Curriculum, Instruction & Assessment
(608) 524-2016, ext. 2026
lbruun@rsd.k12.wi.us

Barb Sand
Executive Assistant
(608) 524-2016, ext. 2007
bsand@rsd.k12.wi.us

Mission Statement:
Our mission is to prepare our students for the future, instill a sense of respect and a passion for learning.

www.rsd.k12.wi.us

July 24, 2018

Steve Compton, City Administrator
City of Reedsburg
134 S. Locust Street
PO Box 490
Reedsburg, WI 53959

Steve –

The collaboration between the City of Reedsburg and the School District of Reedsburg has been terrific for many years. Frankly, in my opinion, it has never been as good as it is today. We appreciate that very much.

One element of our shared service to the community comes in the form of the School Resource Office (SRO), and the joint effort of the schools and the Reedsburg Police Department. The officers who have filled that role over the years have done great work, and we recognize Chief Becker as an extremely valuable partner in our work.

Throughout the past months, Chief Becker and I have had the opportunity to discuss the importance of school safety and the broader public safety, and the significant value of the SRO. We believe that the time is right to add a second SRO for both school and public safety.

Earlier this year, the School District of Reedsburg Board of Education approved funding for the shared cost of the position we refer to as SRO2. This funding is intended to cover half of the cost of the school year portion of an officer from the Reedsburg Police Department.

I would greatly appreciate your advocacy for the SRO2 in your work with the Reedsburg City Council. If you would like to discuss this issue in person, or if it would be beneficial for me to attend a meeting of the Council, please do not hesitate to contact me.

With great appreciation –

Tom

Thomas L. Benson
District Administrator

SCHOOL RESOURCE OFFICER NO. 2
AGREEMENT

THIS AGREEMENT made and entered by and between the City of Reedsburg, Wisconsin, a Wisconsin municipal corporation ("City"), and the School District of Reedsburg, a Wisconsin common school district ("School District").

WITNESSETH:

WHEREAS, the City provides a Resource Officer to the School District ("Resource Officer") and the City and School District desire to formalize the City's providing of a second School Resource Officer ("SRO 2") to the School District; and

WHEREAS, the City has a collective bargaining agreement ("CBA") with the Wisconsin Professional Police Association which establishes the wages, hours and conditions of employment for its police officers and will have successor CBAs in future years for such purposes; and

WHEREAS, the School District understands that the City may have new personnel to facilitate its provision of a SRO 2 to the School District; and

WHEREAS, it is in the mutual best interests of the City and the School District to have a SRO 2 at School District school sites during the school day with night and/or weekend assignment as necessary;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, agreements and undertakings hereinafter set forth, the City and the School District agree as follows:

I. TERM OF AGREEMENT

A. General Term. This agreement shall be valid for the 2019-2020, 2020-2021 and 2021-2022 school years.

B. Renewal. This Agreement shall automatically renew for one (1) year term(s) if neither party provides written notice to the other more than ninety (90) days prior to the end of the term of the notifying party's intent not to have the Agreement renewed.

C. Termination Prior to Term End. This Agreement may be terminated upon ten (10) days advance, written notice for material breach of the terms and conditions hereof. Any failure to perform an obligation under the contract constitutes a breach and is actionable in a Court of Law without notice of right to cure breach.

II. RESPONSIBILITIES OF CITY

A. Provide Officer. The City shall provide the School District the services of a SRO 2. The SRO 2 shall be a regular on-duty police officer employed by the City Police Department ("Department"). The SRO 2 will be assigned by the Department's Chief of Police consistent with the provisions of the CBA, subject to the approval of the School District Superintendent, which approval shall be in written, signed and dated form. In the event the School District elects not to approve the SRO 2 as assigned or gives written notice to the City of its withdrawal of consent to the assignment, the City may propose another officer. If such objection of assignment results in the position of SRO 2 not being filled by the City, this Agreement will be considered terminated. If terminated prior to any services by a SRO 2 are provided to the School District because of the inability to fill the position, then no compensation under this Agreement shall be due from the School District to the City. Withdrawal of approval of an assigned officer or refusal to approve a SRO 2 after services are commenced shall be treated as a ninety (90) day notice of termination under paragraph I. C. above.

B. Reporting Relationship. The SRO 2 shall perform his/her duties in collaboration with the School District and shall respond to the reasonable requests of the School District administrative staff and faculty. School District policy allows for the searching of lockers, backpacks and containers of students by School District officials. The SRO 2 shall act as agent of the School District to conduct such searches but the School District reserves the authority to conduct such searches through other means and resources.

C. Evaluation of SRO 2. The Department Chief of Police shall evaluate the SRO 2 at least annually and shall solicit input from the School District, which input shall be considered in the City's evaluation of the SRO 2. The School District Superintendent shall promptly report to the City Chief of Police any infractions or deficiencies in the SRO 2's performance. The Superintendent shall also provide to the City Chief of Police, within twenty (20) days after the end of each school year, a performance evaluation report of the SRO 2 for the past school year. The evaluation shall be in a format mutually agreeable by the Superintendent and the City Chief of Police.

D. Services Provided by SRO 2. The SRO 2 shall provide the following services to the School District:

1. Act in the capacity of a sworn, on-duty police officer.
2. Provide an armed law enforcement presence in the schools to which the SRO 2 is assigned.
3. Investigate or assist in the investigation of crimes, ordinance violation and School District policy or rule violations to which students in the assigned schools may be a party or have information and take the appropriate enforcement action. In the case of internal disciplinary action for School District rule or policy violations, such action shall

be taken by the SRO 2 under the direction of the School District Superintendent or his/her designee at the specific school site.

4. Patrol school buildings, grounds and parking lots to which the SRO 2 is assigned for the purpose of enforcing State and City laws and ordinances under his/her jurisdiction, as well as detecting violations of School District policies or rules.
5. Perform school safety drill in coordination with the School District Administration.
6. Train students and staff in areas appropriate to his/her expertise.
7. The SRO 2 will have access to student/pupil records only to the extent permitted for law enforcement officers under the law.

E. Time of Service. The SRO 2 shall be assigned to a designated school(s) building of the School District during each day that school is in session for students and from the first (1') day of the School Year in September, until the last school day of the School Year, in May or June, for the term of this agreement. The SRO 2's workday shall be consistent with each school's teaching workday subject to any requirements of the CBA. In the event that school hours described above extend to greater than the SRO 2's scheduled shift in any given day, the City or the School District may modify the hours of service consistent with the applicable CBA. Any overtime must be approved in advance by the School District Superintendent and will be charged to the School District at the rate of time and one half, together with applicable fringe benefit costs, consistent with the applicable CBA. Time that the SRO 2 spends appearing in court, administrative hearings, and School Board Hearings, as to any event occurring while on assignment under this Agreement, shall be considered time of service provided to the School District.

F. Emergency. The SRO 2 is subject to being assigned to emergency calls by the City. The City will attempt to keep such emergency assignments to a minimum and in such cases the School District shall not be charged for time spent on non-School District business during the hours the SRO 2 otherwise was assigned to act as the SRO 2.

G. Vacation/Illness. The City is assigning its employee as a SRO 2 without replacement support in the event of absence from work for illness, vacations and other authorized absences, and that generally such absences are paid time under the CBA. The failure of the City to provide a SRO 2 to the School District on a given school day due to an excused absence consistent with the provisions of the CBA will not result in any reduction in the consideration due to City provided herein. Generally, the SRO 2 will schedule vacations and other time off during periods when school is not in session in the School District and consistent with the CBA. The SRO 2 shall notify the School District of his/her authorized absence in a timely manner.

III. RESPONSIBILITY OF SCHOOL DISTRICT

A. Compensation.

The **SCHOOL DISTRICT** shall pay to the **CITY,** through the Office of the City Clerk, for services provided by one (1) **SRO 2** at their individual daily rate of pay and benefits for the actual days the officer works in the schools as a **SRO 2.** The **DISTRICT** shall provide payment of 50% of the **CITY'S** cost of the assigned **SRO 2.**

The **CITY** shall be paid, in two equal payments, by the **SCHOOL DISTRICT** no later than the fifteenth (15th) day of July and December of the school year not to exceed a total of $30,000 for 2019-2020 school year. The bi-annual compensation for the remaining term of this agreement shall be adjusted for 2020-2021 school year and 2021-2022 school year to include increases in pay and fringe benefits at a rate of 50% of the cost of the **SRO 2** established in the Collective Bargaining Agreement between the **CITY** and the Reedsburg Professional Police Association. All bi-annual payments shall be equal, based on this **SRO 2** having performed services for 182 days of the 260-day work year. If the cumulative total of absences related to in-service, illness or vacation for any officer exceeds 15 days at school year-end, the amount due for the final month shall be pro-rated to eliminate the days in excess of 15 and reflected as a reduction in the final invoice. Failure to bill the **SCHOOL DISTRICT** within forty-five (45) days of the end of the **SCHOOL DISTRICT's** fiscal year shall result in waiving of the invoice, but not payment.

B. Evaluation of SRO 2. The School District shall participate in the evaluation of the SRO 2 as set forth in paragraph II. D. above.

C. Assignment of SRO 2. The School District shall appropriate staff who will be responsible in the assignment of the SRO 2 to particular school(s) and school days at that school and who will be the primary person who will direct the SRO 2's activities there. In the event of conflicting directions and assignments, the School District Superintendent shall be the School District's representative to resolve such matters.

IV. MUTUAL RESPONSIBILITIES

A. Reporting Relationship. The SRO 2 shall perform his/her duties in collaboration with the School District and shall respond to reasonable requests of the School District officers and employees. The Department and the School District will periodically confer as to such assignments, performance and other matters so that the duties and functions of the SRO 2 while at school is clearly understood by the School District, the City and the SRO 2.

B. Grant Writing. In order to provide for the increase in personnel necessary to provide a SRO 2, the City and School District may continue to apply for grants from the U.S. Department of Justice and the Office of Community Oriented Policing Services, as well as other resources. The City and the School District shall provide assistance to one another in such grant applications.

V. INSURANCE

Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its own corporation, officers, employees, officials, agents, representatives and members. Each party shall maintain policies of general liability insurance to cover its obligations in this regard. Nothing in this Agreement shall be construed to create any liability to third parties that would not exist in the absence of this Agreement or as a waiver of any provision of law granting immunity to or limiting liability for any party or its officers, employees, officials, agents, representatives and members.

VI. INDEMNITY AND HOLD HARMLESS

A. School District to Indemnify. The School District shall indemnify and hold harmless the City and its officers, agents and employees from and against any liability, claim, award, costs, expenses, loss, damage, judgment or attorney fees that they may incur or be required to pay arising out of a complaint that the SRO 2, while on the premises owned or controlled by School District or otherwise in course of services provided by SRO 2 under this Agreement, failed to provide security for the building or its occupants, as such service is not provided in this Agreement.

B. City to Indemnify. The City shall indemnify and hold harmless the School District and its officers, agents and employees from and against any liability, claim, award, costs, expenses, loss, damage, judgment or attorney fees that they may incur, sustain or be required to pay should any person or party suffer or sustain death, personal injury, property loss or damage arising out of the SRO 2 performing law enforcement duties as a police officer pursuant to this Agreement, other than for a claim of negligent provision of security.

VII. NOTICES

All notices shall be directed to the parties as follows:

1.	To the City:	Chief of Police 200 South Park Street Reedsburg, Wisconsin 53959
2.	To the School District:	Office of the Superintendent 501 K. Street Reedsburg, Wisconsin 53959-1825

Any notice required shall be in writing and may be personally delivered or mailed by registered mail, return receipt requested, postage prepaid, through the United States Postal Service or equivalent private delivery service. Time of notice shall be at the time of delivery if service is made by personal delivery or one day after the date of mailing if notice is by registered mail.

VIII. ENTIRE AGREEMENT

The full agreement of the parties is expressed herein and no verbal or written understandings or agreements shall alter, change or modify the terms of the Agreement unless in writing and signed by both parties as an amendment to this Agreement.

IX. SEVERABILITY

If any of the terms of this Agreement, except for consideration, are determined by a court of competent jurisdiction to be invalid or inoperative, all remaining terms shall remain in full force and effect.

X. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the parties, and no benefits or rights are intended or created by this Agreement for the benefit of any third party.

XI. AUTHORIZATION

A. City enters into this Agreement by authority of action by its Common Council on the _____ day of _____, 2018.

B. School District enters into this Agreement by authority of action by its Board of Education on the _____ day of _____ , 2018.

CITY OF REEDSBURG, WISCONSIN

BY: _____
DAVID ESTES, Mayor

DATED: _____

BY: _____
STEPHEN COMPTON, Administrator

DATED: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK

Personally came before me this _____day of_____ , 2018, DAVID ESTES Mayor, and STEPHEN P. COMPTON, Administrator of the City of Reedsburg, Wisconsin, Wisconsin municipal corporation, to me known to be such Mayor and Administrator of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

_____
Notary Public, Sauk County, WI
My Commission expires: _____

SCHOOL DISTRICT OF REEDSBURG

BY: _____
GARY WOOLEVER, School Board President

DATED:_____

BY: _____
THOMAS BENSON, School District Superintendent

DATED: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this _____ day of _____, 2018, THOMAS BENSON, Superintendent of Schools and GARY WOOLEVER, School Board President, of the School District of Reedsburg, a common school district, to me known to be such Superintendent and School Board President of said common school district, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said school district, by its authority.

_____
Notary Public, Sauk County, WI
My Commission expires: _____

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Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** IV-B

To: Ordinance Committee, Mayor and Common Council
Prepared By: Timothy M. Becker, Chief of Police
Through: Stephen Compton, City Administrator
Date of Meeting: August 13, 2018 [Intro and 1st reading July 23, 2018]

Subject: **2nd Reading and Public Hearing Ordinance 1878-18**
An Ordinance Amending Chapter 11 – Health and Sanitation

BACKGROUND AND REQUEST

I have examined Chapter 11 of the City of Reedsburg Municipal Code and have found the potential for several revisions that more accurately reflect current practice and organize the ordinances in a more user-friendly manner. I have made recommendations to add a jurisdictional portion to Chapter 11 while removing other portions and redistributing them to other Chapters that appear to be more appropriate locations.

ANALYSIS

To accurately reflect the current protocol of having the Sauk County Health Department act as the Health Officer and Health Board for the City, I have added section 11.01. This provides the jurisdiction required by ordinance for Sauk County to accept that responsibility. In reviewing Chapter 11, I have found areas of that Chapter that would more appropriately be placed in Chapter 10. For instance, keeping the topic Abandoned Vehicles together in one Chapter would make enforcement a much easier transitions compared to having it located in both chapters. I propose adding portions of 11.14 into 10.03(12) as it relates to Abandoned, Wrecked or Inoperative Motor Vehicles. Also, section 11.08 – Littering is already codified in 9.04(3) so that can be removed altogether.

STAFF RECOMMENDATION

After review by the Police Department, Building and Zoning, Public Works and the City Attorney's Office, staff would recommend approval of these revisions.

ACTION:

If the Mayor and City Council are ready, the following action may be made:

Hold Public Hearing

Motion to approve/deny – Ordinance 1878-18 an ordinance Chapter 11, Health and Sanitation, amending section 11.01, removing sections 11.13 and 11.14.

ATTACHED:

Current and proposed language for Chapter 11.

1st Reading and Set Public Hearing	July 23, 2018
Public Hearing Noticed:	August 2, 2018 and August 9, 2018
2nd Reading at Council/Public Hearing:	August 13, 2018
Published, Enactment Date:	August 24, 2018

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ORDINANCE NO. 1878-18

CHAPTER 11

HEALTH AND SANITATION

SECTION 1: PURPOSE.

The purpose of this ordinance is to make adjustments to the Health and Sanitation – Chapter 11.

SECTION II: PROVISION AMENDED.

CHAPTER 11

11.01 City Under Jurisdiction of Sauk County for Public Health Matters
11.02 Health Officer: Duties and Powers
11.03 Rules and Regulations
11.04 Health Nuisances: Abatement of
11.05 Communicable Diseases
11.06 Regulation of Nuisance-Type Businesses
11.07 Introduction of ~~Fluorine~~ Fluoride Into the City's Water System
~~11.08 Littering Prohibited~~ Reserved for Future Use – 9.04(3)
11.09 Garbage, Recycling and Refuse: Collection of
11.10 Reserved for Future Use
11.11 Reserved for Future Use
11.12 Reserved for Future Use
~~11.13 Debris, Junk: Order to Remove and Penalties~~ Reserved for Future Use – 10.03(13)
~~11.14 Abandonment of Vehicles~~ Reserved for Future Use - 10.03(12)
11.15 Sewer and Water: Compulsory Connection to
11.16 Private Well Abandonment
11.17 Use of Tobacco Products Prohibited
11.18 Reserved for Future Use
11.19 Reserved for Future Use
11.20 Penalty

11.01 CITY UNDER JURISDICTION OF SAUK COUNTY FOR PUBLIC HEALTH MATTERS

The Sauk County Health Committee and/or the Sauk County Health Officer shall have the same powers and authority that a City Health Officer and/or City Board of Health would have within the City. (In this Code, references to Health Officer shall mean the Sauk County Health Officer.)

11.02 HEALTH OFFICER: DUTIES AND POWERS

(1) General Duties. The health officer under the supervision of the district states the health officer shall:

(A) Maintain continuous sanitary supervision over his/her territory.

(B) Promote the spread of information as to the causes, nature and prevention of prevalent diseases and the preservation and improvement of health.

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(C) Enforce the health laws, rules and regulations of the ~~State Department, Health and Social Services~~ Wisconsin Department of Health Services, the state and City, including the laws relating to contagious diseases contained in Ch. 250 and 251, Wis. Stats.

(D) Take steps necessary to secure prompt and full reports by physicians of communicable diseases and prompt and full registration of births and deaths.

(E) Keep and deliver to his/her successor a record of all his official acts.

(F) Make an annual report to the ~~State Department, Health and Social Services~~ Wisconsin Department of Health Services and to the Common Council and such other report as they may requested.

(2) Materials and Supplies. The Health Officer shall have authority to procure (Upon approved City budget), at the expense of the City, all record books, quarantine cards and other materials needed by the Board of Health, except such as are furnished by the ~~State Department, Health and Social Services~~ Wisconsin Department of Health Services.

11.03 RULES AND REGULATIONS

The Board of Health may make reasonable and general rules for the enforcement of the provisions of this chapter and for the prevention of the creation of health nuisances and the protection of the public health and welfare, and may, where appropriate, require the issuance of licenses and permits. All such regulations, when approved by the Common Council, shall have the same effect as ordinances and any person violating any of such regulations and any lawful order of the board shall be subject to a penalty as provided in Sec. 25.04 of this code.

11.04 HEALTH NUISANCES: ABATEMENT OF

The Health Officer together with the Board of Health may abate health nuisances in accordance with Sec. 250 and 251, Wis. Stats., which is adopted by reference and made a part of this chapter as if fully set forth herein.

11.05 COMMUNICABLE DISEASES

Ch. 252, Wis. Stats., and DHS 145, Wis. Admin. Code, are adopted by reference and made a part of this chapter and the Health Officer ~~and the Board of Health~~ shall enforce the provisions thereof.

11.06 REGULATION OF NUISANCE-TYPE BUSINESSES

(1) Permit Required. No person shall conduct, with the City, any business which has a tendency to create a public nuisance, except upon permit issued by the Board of Health and subject to such conditions as the board may impose.

(2) Definition. A business which has a tendency to create a public nuisance is one which unless property regulated may create the condition creating a public nuisance as defined in Sec. 10.02 of this code.

(3) This section is enacted pursuant to Sec. 66.052.

11.07 INTRODUCTION OF ~~FLUORINE~~ FLORIDE INTO THE CITY'S WATER SYSTEM

(1) Upon receiving the consent and approval of the ~~State Department, Health and Social Services~~ Wisconsin Department of Health Services and until further direction of the Common Council, the Board of Health shall proceed with the introduction of approximately .7 to .75 ~~1 to 1.5 parts~~ of ~~fluorine~~ fluoride to every million parts of water being distributed in the water supply system of the City, and the Board may from time to time, upon

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approval by the ~~State Department, Health and Social Services~~ Wisconsin Department of Health Services, change the proportions thereof.

(2) Insofar as the facilities, equipment, place and employees subject to the jurisdiction of the public service commission may be needed and used in connection with this public health program. They shall be so used in the project as facilities and agents of and for the City, and the cost thereof shall be paid out of the general fund of the City.

(3) The Health Officer ~~Board of Health~~ shall make periodic reports to the Common Council as to the status of such service and conduct surveys and research as to the beneficial effect of this program and project on the citizens of this community.

~~**11.08 LITTERING PROHIBITED**~~ **also in 9.04(3) same language**

~~No person shall throw or deposit any litter upon any public street or place or private lot within the City, or dump or place any garbage, refuse, or debris on the bank of or within any river, creek, stream, or drainage ditch within the City.~~

11.09 GARBAGE, RECYCLING AND REFUSE: COLLECTION OF

(1) Purpose. The purpose of this ordinance is to promote recycling, composting and resource recovery through the administration of an effective recycling program, as provided in Wis. Stat. Chap. 287 and Wis. Admin. Code Chap. NR 544. *(Rev.3-25-02)*

(2) Statutory Authority. This ordinance is adopted pursuant to Wis. Stat. sec. 287.09. *(Rev.3-25-02)*

(3) Administration. The provisions of this ordinance shall be administered by the Public Works Director. *(Rev.3-25-02)*

(4) Definitions: *(Rev.3-25-02)*

(A) "Bi-metal container" means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.

(B) "Commercial Waste" means any refuse that is accumulated in or upon property used for wholesale or retail commercial purposes.

(C) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.

(D) "Foam polystyrene packaging" means packaging made primarily from form polystyrene that satisfies one of the following criteria:

1. Is designed for serving food or beverages.

2. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.

3. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

(E) "Garbage" means all kinds of organic kitchen waste resulting from the preparation of food, and all decayed food products from any source whatsoever.

(F) "HDPE" means high density polyethylene, labeled by the SPI code #2.

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(G) "Industrial Waste" means any refuse that is accumulated in or upon property used for manufacturing or industrial purposes.

(H) "LDPE" means low density polyethylene, labeled by the SPI code #4.

(I) "Magazines" means magazines and other materials printed on similar paper.

(J) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnaces, boilers, heat exchanger, dishwashers and water heaters.

(K) "Multiple-family dwelling" means a property having three (3) or more residential units, including those which are occupied seasonally.

(L) "Newspaper" means a newspaper and other materials printed on newsprint.

(M) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and governmental facilities and properties.

(N) "Office paper" means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade.

(O) "Other resins or multiple resins" mean plastic resins labeled by the SPI code #7.

(P) "Person" includes any individual, corporation, partnership, association, local governmental unit, as defined in Wis. Stat. sec. 66.0131, state agency or authority or federal agency.

(Q) "PETE" means polyethylene terephthalate, labeled by the SPI code #1.

(R) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

(S) "Post-consumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stat. sec. 291.01 (7), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stat. sec. 289.01(35).

(T) "PP" means polypropylene, labeled by the SPI code #5.

(U) "PS" means polystyrene, labeled by the SPI code #6.

(V) "PVC" means polyvinyl chloride, labeled by the SPI code #3.

(W) "Recyclable materials" includes lead acid batteries, major appliances; waste oil; hard waste; aluminum containers; corrugated paper or other container board, foam polystyrene packaging; glass containers; magazines, newspaper; office paper, rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

(X) "Refuse" means all waste matter such as ashes, tin cans, glass, paper, rags, garden refuse, and other items of a similar nature, but shall not include leaves, trees, tree limbs, earth, stone, sewage, demolition material or manure.

(Y) "Residential Dwelling Unit" means a property having a single family dwelling or a duplex.

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(Z) "Residential Waste Collector" means the exclusive provider of residential solid waste services selected by the City to provide such services.

(AA) "Solid waste" has the meaning specified in Wis. Stat. sec. 144.01(15).

(BB) "Solid waste facility" has the meaning specified in Wis. Stat. sec. 144.43(5).

(CC) "Solid waste treatment: means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

(DD) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

(EE) "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

(5) License Required. *(Rev.3-25-02)*

(A) Nonresidential waste collector. Collector of nonresidential waste may not operate in the City of Reedsburg without a non-exclusive nonresidential waste collector license issued by the City Clerk.

(B) Residential waste collector. Residential waste in the City shall be collected only by the exclusive residential waste collector selected and licensed by the City.

(6) Selection of Residential Waste Collector. *(Rev.3-25-02)*

(A) On or before May 1, 2002, the City shall solicit bids for the exclusive residential solid waste collection license. Applications shall be submitted not later than June 1, 2002 on forms to be prepared by the City Administrator.

(B) The applications shall be forwarded to the Public Works Committee which shall make a recommendation to the Common Council.

(C) The Common Council shall select a licensee for a three-year period commencing September 1, 2002.

(D) The Mayor and City Clerk are authorized to enter into a three-year contract with the licensee.

(E) The license application and issuance process shall be repeated every three years.

(7) Mandatory Residential Service. *(Rev.3-25-02)*

(A) The residents of residential dwelling units shall have their solid waste and recycling collected by the Residential Waste Collector licensed by the City.

(B) The residential Waste Collector shall provide its residential customers a container for solid waste and a container for recyclables.

(8) Fees; Solid Waste Fund. *(Rev.3-25-02)*

(A) The fees to be paid for the residential waste collection service shall be established from time to time by the Common Council by resolution.

(B) Fees shall be billed by the City on an annual basis as a special charge on the tax roll.

(C) Unpaid fees may be collected as a special charge against real property pursuant to Wis. Stat. sec. 66.0627.

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(D) Fees collected for residential waste collection services shall be to a separate, segregated Solid Waste Fund to be managed and administered by the City Administrator. The City Administrator may create sub-accounts within the fund and may establish rules for the administration of the residential solid waste collection service.

(9) Frequency of Pick-ups. *(Rev.3-25-02)*

(A) The Residential Waste Collector shall collect solid waste and recyclables from its customers at least weekly at the same time.

(B) Collections shall not take place on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Collections scheduled for those days shall take place within 48 hours of the scheduled collection day.

(C) Nonresidential collections shall take place pursuant to schedules negotiated between the providers and their customers.

(10) Collection Facilities and Equipment; Condition. *(Rev.3-25-02)*

(A) All facilities and equipment used in the collection of solid waste and recyclables in the City shall be kept and maintained in a safe, clean and sanitary condition.

(B) All vehicles used in the collection of solid waste and recyclables in the City shall be completely enclosed.

(C) All solid waste and recyclables collected in the City shall be deposited directly from the collection container to the collection vehicle.

(11) Condition of Containers and Refuse. *(Rev.3-25-02)*

(A) All solid waste shall be placed in the pickup area in a covered metal or plastic container with a close-fitting lid.

(B) The containers for solid waste and recyclables shall be well drained and shall be kept and maintained in a clean and sanitary condition.

(C) Containers with residential solid waste and recyclables shall be placed curbside for pickup unless the customer and the collector agree upon an alternate pickup site.

(D) The City may, from time to time, establish by resolution rules and guidelines regarding the preparation and collection of solid wastes and recyclables.

(E) A collector of solid waste or recyclables may refuse to collect refuse which is not in accord with this ordinance. If refuse is refused, the collector shall advise the customer in writing of the reason by attaching a tag to the refused refuse or container.

(12) Transport to Approved Facilities. Solid waste and recyclables generated in the City shall be disposed of at sites approved by the Wisconsin Department of Natural Resources or other approval agency. *(Rev.3-25-02)*

(13) Separation of Recyclable Materials. The following recyclable materials shall be separated from post-consumer waste: *(Rev.3-25-02)*

(A) Lead acid batteries
(B) Major appliances
(C) Waste oil
(D) Yard waste

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(E) Aluminum containers
(F) Bi-metal containers
(G) Corrugated paper or other container board
(H) Foam polystyrene packaging
(I) Glass containers
(J) Magazines
(K) Newspaper
(L) Office paper
(M) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
(N) Steel containers
(O) Waste tires

(14) Separation Requirements Exempted. The separation requirements of Code sec.13 do not apply to the following: *(Rev.3-25-02)*

(A) Solid waste and recyclables processed at a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials from solid waste in as pure a form as is technically feasible.

(B) Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as supplemental fuel.

(C) A recyclable material specified in Code Sec. 13 for which a variance has been granted by the Department of Natural Resources under Wis. Stat. sec. 287.11(2m) or Wis. Admin. Code sec. NR 544.14.

(15) Care of Separated Recyclable Materials. To the greatest extent practicable, the recyclable materials separated in accordance with Code sec. 13 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather conditions. *(Rev.3-25-02)*

(16) Disposal of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste. *(Rev.3-25-02)*

(A) Lead acid batteries shall be disposed of as provided in Wis. Stat. sec. 287.18.

(B) Major appliances shall be picked up at curb side on an as-needed basis by a licensed hauler or during annual or semi-annual pick-up events sponsored by the City. The property owner shall be responsible for the pick-up charges.

(C) Waste oil may be delivered to service stations within the City with facilities to receive the oil or may be disposed of as provided by Wis. Stat. sec. 287.15.

(D) Yard waste shall be disposed of through the use of personal compost piles with larger materials being broken down, packaged and picked up on a semi-annual/annual basis by the City.

(17) General Prohibitions. *(Rev.3-25-02)*

(A) No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the recyclable materials specified in Code Sec. 13 which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

(B) No person shall deposit, throw, or place any solid waste or recyclables on or within any public street, alley, park, sidewalk or other public place, or within or upon any private property or premises whether owned, kept or

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controlled by such person or not, unless the same shall be placed in containers as herein provided, or disposed of through a mechanical disposal unit connected to a sanitary sewer.

(C) No person shall bury or burn any solid waste or recyclables on private or public property but cause to be collected and or disposed of in the manner herein provided.

(D) Except as otherwise provided in this Chapter 11, no person other than a City authorized refuse collector shall collect or interfere with any garbage, refuse, or recycling materials after they shall have been put into a recycling receptacle and deposited at the curb for the collector, nor shall any person molest, hinder, or delay or in any manner interfere with the City authorized refuse collector in the discharge of its duties. No person shall hoard garbage for periods longer than a normal collection period. After any recyclable are placed at the curb for collection, they shall become and are the property of the City of Reedsburg. No one other than the authorized refuse collector for the City of Reedsburg is allowed to collect, pickup or receive recyclable materials placed at the curb for collection. *(Created 5-14-07)*

(18) Enforcement. *(Rev.3-25-02)*

(A) For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the City of Reedsburg may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City of Reedsburg who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

(B) Any person who violates a provision of this ordinance may be issued a citation by the Public Works Director or his/her designee to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.11.09 Garbage and Refuse: Collection Of 8

(C) The occupant of a one or two family dwelling may have the opportunity to correct a violation of the ordinance and retain the material not prepared properly for collection for the next regular pickup.

(D) Penalties for violating this ordinance may be assessed as follows:

1. Any person who violates S. (18) may be required to forfeit $50 for a first violation, $200 for a second violation and not more than $2,000 for a third or subsequent violation together with taxable court costs.

2. Any person who violates a provision of this ordinance, except (18), may be required to forfeit not less than $10 nor more than $1,000 for each violation together with taxable court costs.

(19) Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Wis. Admin. Code Chap. NR 544, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Wis. Admin Code Chap. NR

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544 standards in effect on the date of the adoption of this ordinance, or in effect on the date of the most recent text amendment to this ordinance. *(Rev.3-25-02)*

(20) Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected. *(Rev.3-25-02)*

(21) Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply. *(Rev.3-25-02)*

11.10 RESERVED FOR FUTURE USE *(Rev.3-25-02)*
11.11 RESERVED FOR FUTURE USE *(Rev.3-25-02)*
11.12 RESERVED FOR FUTURE USE *(Rev.3-25-02)*

~~**11.13 DEBRIS, JUNK: ORDER TO REMOVE AND PENALTIES**~~ Move to 10.03(13)

~~(1) Whenever the Council shall find that conditions on any premises within the City create a fire or health hazard or shall find that, by virtue of any accumulation of unsightly materials, junk or debris of any nature on any premises or for any other reason, any premises are detrimental to the appearance, neatness of cleanliness of a neighborhood so as to tend to depreciate property values therein or create a nuisance or offend the aesthetic character of the immediate neighborhood or produce blight or deterioration by reason of such conditions, the Common Council may order the owner of said premises to correct any such condition or to remove therefrom any such unsafe, hazardous or unsightly articles, material or debris.~~

~~Examples of junk, refuse, litter, garbage, and scrap or waste matter shall include, but are not limited to, appliances, furniture, tires, wood, machinery parts, boats recreational vehicles, or other unsightly debris that is wrecked, dismantled, partially dismantled, discarded, or inoperative.~~

~~(A) The order shall specify a time not to exceed 30 days within which the owner and/or occupant shall comply therewith.~~

~~(B) The order shall be served on the owner and/or occupant of the premises in the manner provided for service of a summons in the Circuit Court, and if the said owner and/or occupant is not found, by certified mail with return receipt requested and posting of notice on a conspicuous part of the premises.~~

~~**11.14 ABANDONMENT OF VEHICLES** *(7.08(5)*~~ Move to 10.03(12)

~~(1) Definitions.~~

~~(A) Vehicle. When using this section, vehicle means any vehicle which is self-propelled, including a motor vehicle as defined in the Wisconsin Statutes, and also means every device in, upon, or by which any person or property is or may be transported, and every type of equipment on wheels, including farm machinery.~~

~~(B) Junked Vehicles. Junked vehicles as used in this section shall mean any vehicle as described above which is inoperative in its then existing condition.~~

~~(C) Abandonment. Whenever any or all of the following conditions exist, a vehicle shall be deemed to have been abandoned within the meaning of this ordinance:~~

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~~1. Whenever any vehicle has been allowed to remain standing on any public place or on-street parking area for more than 72 hours. This ordinance shall not prohibit the enforcement of Alternate Side Parking, section 7.085(2). (Ordinance 7.10 shall take precedence over this section in all snow emergency cases.)~~

~~2. When any vehicle has been allowed to remain standing upon any private property, except when stored in a private garage, in a public garage or a premises attached thereto, or upon any premises which shall have been licensed or approved by the Common Council as a junk yard auto wrecking year, for more than 14 consecutive days or where such vehicle shall have had its wheels removed or have been raised off the ground for more than four consecutive days.~~

~~3. Whenever any vehicle, whether operative or inoperative, shall have been allowed to stand or remain on any municipal parking lot or metered area within the City in violation of the parking regulations thereof, for more than a period of 24 72 hours.~~

~~(D) Standing. Any vehicle which is not moved at least 30 feet away from its original space in the areas and time periods described in this ordinance shall be considered to have been "standing."~~

~~(2) Abandonment Prohibited. No person, firm or corporation shall abandon any wrecked, inoperable, junked, dismantled or partially dismantled motor vehicle within the City of Reedsburg or leave any such motor vehicle within the City for such time and under such circumstances as to cause such motor vehicle reasonably to appear to have been abandoned.~~

~~(3) Emergency Removal. The Chief of Police or any member of the City Police Department is hereby authorized to remove or to have removed any vehicle whose location or existence jeopardizes public safety by either creating an unsafe condition or by significantly hindering the efficient movement of traffic. Except for pre-seizure notification as set forth below, the owner of said vehicle shall be entitled to all of the rights otherwise set forth in this ordinance.~~

~~(4) Impounding of Abandoned or Discarded Motor Vehicles. The Chief of Police, or any member of the City Police Department, is hereby authorized to remove or to have removed any wrecked, inoperative, junked, dismantled or partially dismantled motor vehicle left at any place within the City of Reedsburg which reasonably appears to be in violation of this section or to be lost, stolen or unclaimed. Such motor vehicle shall be impounded until lawfully claimed or disposed of in accordance with subsection (d) of this section.11.14 Abandonment of Vehicles~~

~~(5) Notice and Right to Preliminary Hearing. In all non-emergency cases whereby, reasonable diligence, the Chief of Police or any member of the City Police Department is able to determine the owner of any abandoned vehicle, a written notice shall be provided to that owner either personally or by registered mail. The notice shall provide that the vehicle will be towed pursuant to the terms of this ordinance if a written request for a hearing is not received within 72 hours of receipt of the notice. The request shall be directed to the Chief of Police and shall be served on him or any member of the Police Department either personally or by registered mail within 72 hours. All hearings shall be scheduled within a reasonable time after receipt of the written request and shall be administered by the City Attorney or one of his or her assistants at such time and place as is designated by that individual. Failure to appear at the hearing shall be grounds for an immediate towing under the terms of this ordinance. If, at the conclusion of the hearing, the hearing officer finds that there is probable cause to believe that the vehicle has been abandoned pursuant to the definitions contained in this ordinance, a citation under subsection (e) shall be issued and the vehicle shall be impounded pending final hearing on the above citation. In the event that the vehicle is impounded, the owner shall remain liable for all towing charges as set forth below and these charges shall be assessed over and above the penalties set forth in subsection (e) if the person is found to be guilty of a violation of this ordinance.~~

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~~The above-written request for a hearing shall be either personally served on the Chief of Police or any representative of the Police Department or made by certified mail.~~

~~(A) Reserved for Future Use~~

~~(B) If, after employing reasonable diligence, the Chief of Police cannot determine the owner of the vehicle and the vehicle does not create a hazard as set forth in paragraph 3, the vehicle shall be impounding as set forth below and the Chief of Police shall cause publication of a notice of such impounding as a Class II notice in the official City newspaper. The notice shall briefly describe the motor vehicle, the location from which it was removed and set forth the owner's rights to a hearing as set forth above.~~

~~(C) Reclamation. At any time prior to the sale of an impounded motor vehicle, any person establishing his ownership or right of possession of the same by paying the Police Department for the storage and towing thereof along with such other expenses incidental to the care and maintenance of the same and any other expenses incurred in relation thereto.~~

~~(D) Sale of Impounded Motor Vehicles. After any motor vehicle shall have been stored for more than 30 days and the required notices have been given or published and, where applicable, a hearing has been held in a court of law with respect to the alleged violation of this section, the Chief of Police shall sell the same at public auction. Notice of such sale shall be published in the official City newspaper as a Class II notice. The sales notice may include one or more vehicles. At such sale, the highest bid in cash for any motor vehicle shall be accepted, unless the same is, in the judgement of the Chief of Police, inadequate. In that event, all bids are rejected or no bid at all is received, the Chief of Police may, in his discretion either re-advertise the sale or adjourn the same from time to time to a definite date each time, or sell such motor vehicle at a private sale, or junk the same.~~

~~After deducting the reasonable and necessary expenses incident to the care and sale of any motor vehicle, the balance of the proceeds shall be paid to the City Clerk-Treasurer and credited to the general City fund. The sale of the motor vehicle under the provisions of this section shall forever bar all prior claims thereto and any interest therein except as hereafter provided.~~

~~At any time within two years after the sale of a motor vehicle as provided herein, any person claiming ownership of such motor vehicle or a financial interest therein, may present a claim to the Common Council of the City of Reedsburg setting forth such facts as are necessary to establish such ownership or interest. If the Common Council is satisfied as to the merit of such claim, it may allow the same, but in no case shall the amount allowed exceed the sum paid to the City Treasurer as a result of the sale of such vehicle nor the amount of the interest of the claimant therein.~~

~~(E) Penalties. Any person who shall violate any provision of this or any order, rule or regulation made hereunder shall be subject to a penalty as provided in Section 25.04 of this municipal code.~~

11.15 SEWER AND WATER: COMPULSORY CONNECTION TO

(1) Notice to Connect. Whenever sewer and water becomes available to any building used for human habitation, the Building Inspector shall notify in writing the owner, thereof to connect all facilities. If such person to whom the notice has been given shall fail to comply for more than 10 days after the notice, the Building Inspector shall cause the necessary connections to be made and the expense thereof shall be assessed as a special tax against the property pursuant to Sec. 66.0701, Wis. Stats.

(2) Abatement of Privies and Cesspools. After connection to a water main and public sewer, no privy, privy vault or cesspool shall be constructed or maintained upon such lot or parcel, and shall be abated upon 10 days written

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notice for such abatement by the Building Inspector. If not so abated, the Building Inspector shall cause the same to be done and the cost thereof assessed as a special tax against the property.

(3) The City or Reedsburg Utility Commission may extend the time for connection hereunder or may grant other temporary relief where strict enforcement would work and unnecessary hardship without corresponding public or private benefit.

11.16 PRIVATE WELL ABANDONMENT

(1) All private wells located on any premises served by the public water system of the City of Reedsburg shall be properly filled and capped by July 27, 1986. Only those wells for which a well operation permit has been granted by the Superintendent of the Utility may be exempted from this requirement as long as the operation conditions set forth below.

(A) No new private well shall be permitted to be constructed or put in operation on any lot or parcel to which the Reedsburg Utility Commission has certified that a suitable public water supply exists except as provided in 3 and 4 below.

(B) No existing private well shall be permitted to provide water for human consumption to any lot or premises for which the Reedsburg Utility Commission has certified that suitable public water supply exists except as provided in 3 and 4 below.

(2) When a suitable public water supply has been certified as being available to a lot or premises:

(A) A new well may be drilled and placed in operation only for the purpose of facilitating the operation of a ground water heat pump system and provided that a valid permit has been issued by the City.

(B) An existing well may be retained in operation only for the purpose of facilitating the use of a heat pump or for outdoor, non-potable use (e.g. car washing, watering lawns and gardens, filling swimming pools, etc.) and provided that a valid permit has been issued. At any time that an existing well shall require substantial repair or reconstruction, the well shall be abandoned.

(3) The City may issue a permit for the construction and operation of a new private well or retention and operation of an existing well provided that the use of the private well is in compliance with Section 2 and:11.16 Private Well Abandonment

(A) The Owner has made application to the City for the permit providing all the information required.

(B) The well and pump installation meet the requirements of Chapter NR 812, Wisconsin Administrative Code, as evidenced by an inspection report signed by a licensed well driller or pump installer. A copy of such certification shall be provided to the City.

(C) The well has a history of producing safe water and presently produces bacteriologically safe water as evidenced by three samplings two weeks apart. Copies of the laboratory analysis shall be provided to the City.

(D) The Reedsburg Utility Commission has certified that no cross-connection exists between the public water supply system and the private well system.

(E) No known health or environmental hazards will be created or occur due to the construction or operation of the private well.

(F) A well permit fee has been paid.

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(4) When issued, a private well permit shall be valid for a period of five (5) years. A permit may be reissued provided that the conditions in paragraph 3 are met.

(5) When a private well is abandoned, the abandonment shall be in compliance with the requirements of the applicable sections of the Wisconsin Administrative Code. The City shall be notified that the well has been abandoned.

11.17 USE OF TOBACCO PRODUCTS PROHIBITED

(A) It shall be unlawful to use any tobacco products on, and/or within 20 feet of, premises owned by the Reedsburg School District within the City of Reedsburg.

(B) **Smoking Prohibited.** This section adopts Wis. Stats. §101.123 prohibiting smoking in places of employment and public places. *(Created 6-28-10)*

11.18 RESERVED FOR FUTURE USE
11.19 RESERVED FOR FUTURE USE
11.20 PENALTY *(Rev. 9-24-07)*
For a violation of a section of this Chapter 11, the forfeiture shall be not less than $5.00 nor more than $500.00 upon conviction for each offense together with the costs of prosecution.

SECTION III: 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 IV: CONFLICTING PROVISIONS REPEALED.

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

SECTION V: EFFECTIVE DATE.

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

SECTION VI: PART OF CODE:

This Ordinance shall be in force from and after its introduction and publication as provided by statute. This Ordinance becomes part of the City of Reedsburg Code, Chapter 11.

Dated this 13th day of August, 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

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STAFF REPORT **AGENDA ITEM:** IV-C

To: Ordinance Committee, Mayor and Common Council
Prepared By: Timothy M. Becker, Chief of Police
Through: Stephen Compton, City Administrator
Date of Meeting: August 13, 2018 [Intro and 1st reading July 23, 2018]

Subject: 2nd reading and Public Hearing on Ordinance 1879-18
An Ordinance Amending Chapter 10.03 Public Nuisances Affecting Health - Revisions

BACKGROUND AND REQUEST

I have examined Chapter 10 of the City of Reedsburg Municipal Code and have found the potential for several revisions that more accurately reflect current practice and organize the ordinances in a more user-friendly manner. I have made recommendations to combine portions of Chapter 11 with Chapter 10, as detailed below.

ANALYSIS

In reviewing Chapter 11, I have found areas of that Chapter that would more appropriately be placed in Chapter 10. For instance, keeping the topic Abandoned Vehicles together in one Chapter would make enforcement a much easier transitions compared to having it located in both chapters. I propose adding portions of 11.14 into 10.03(12) as it relates to Abandoned, Wrecked or Inoperative Motor Vehicles, this way all the information regarding abandoned vehicles is located in one section. A portion of the section deals with property owners who knowingly maintain abandoned vehicles and a portion that provides relief for abandoned vehicles simply appearing on someone's property. There was a small addition to 10.03(12) under (C)(3) as it relates to Alternate Side Parking.

A revision is requested to section 10.03(10). I am requesting that we remove section 10.03(3) and replace it with 10.03(13) which is a combination of 10.03(10) and 11.13. In addition, there is a small change that permits staff to initiate the order to remove and provide a hearing process. Section 11.13 would then be removed.

STAFF RECOMMENDATION

After review by the Police Department, Building and Zoning, Public Works and the City Attorney's Office, staff would recommend approval of these revisions.

ACTION:
If the Mayor and City Council are ready, the following action may be made:

Hold Public Hearing

Motion to approve/deny – Ordinance 1878-18 an ordinance amending Chapter 10.03 Public Nuisances Affecting Public Health, amending several sections in Chapter 10 and removing duplication found in Chapter 11.

ATTACHED:
Current and proposed language for Chapter 10, specifically 10.03(12), (13) and removing (10).

1st Reading and Set Public Hearing	July 23, 2018
Public Hearing Noticed:	August 2, 2018 and August 9, 2018
2nd Reading at Council/Public Hearing:	August 13, 2018
Published, Enactment Date:	August 24, 2018

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ORDINANCE NO. 1879-18

Public Nuisances Affecting Health - Chapter 10

SECTION 1: PURPOSE.

The purpose of this ordinance is to make adjustments to the Public Nuisances Affecting Health - Chapter 10

SECTION II: PROVISION AMENDED.

A. 10.03 PUBLIC NUISANCES AFFECTING HEALTH

~~**B. (10) STORAGE OF JUNK, ETC.** The open storage of junk, refuse, litter, garbage, and scrap or~~

~~**C.** waste matter. Such items include, but are not limited to, appliances, furniture, tires, wood,~~

~~**D.** machinery parts, boats recreational vehicles, or other unsightly debris that is wrecked,~~

E. ~~dismantled, partially dismantled, discarded, or inoperative. (Rev. 3-24-08)~~ Replaced by 10.03(13)

(11) BOX ELDER TREES. Any box elder tree infected with the box elder bug.

(12) ABANDONED, WRECKED OR INOPERATIVE MOTOR VEHICLES. (replacing 11.14)

(1) Definitions.

(A) Vehicle. When using this section, vehicle means any vehicle which is self-propelled, including a motor vehicle as defined in the Wisconsin Statutes, and also means every device in, upon, or by which any person or property is or may be transported, and every type of equipment on wheels, including farm machinery.

(B) Junked Vehicles. Junked vehicles as used in this section shall mean any vehicle as described above which is inoperative in its then existing condition.

(C) Abandonment. Whenever any or all of the following conditions exist, a vehicle shall be deemed to have been abandoned within the meaning of this ordinance:

1. Whenever any vehicle has been allowed to remain standing on any public place or on-street parking area for more than 72 hours. This ordinance shall not prohibit the enforcement of Alternate Side Parking, section 7.085(2). (Ordinance 7.10 shall take precedence over this section in all snow emergency cases.)

{7.08(5) ~~TWENTY-FOUR HOUR LIMIT~~ SEVENTY-TWO HOUR LIMITS. The operator of a vehicle shall not park such vehicle for longer than ~~24~~ 72 hours at any one time upon the streets of the City. Any such vehicle may be removed by order of the Chief of Police, Street Superintendent or their designee, after expiration of tow notice. This ordinance shall not prohibit the enforcement of Alternate Side Parking, section 7.085(2). (Ordinance 7.10 shall take precedence over this section in all snow emergency cases.)}

2. When any vehicle has been allowed to remain standing upon any private property, except when stored in a private garage, in a public garage or a premises attached thereto, or upon any premises which shall have been licensed or approved by the Common Council as a junk yard auto wrecking year, for more than

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14 consecutive days or where such vehicle shall have had its wheels removed or have been raised off the ground for more than four consecutive days.

3. Whenever any vehicle, whether operative or inoperative, shall have been allowed to stand or remain on any municipal parking lot or metered area within the City in violation of the parking regulations thereof, for more than a period of ~~24~~ 72 hours.

(D) Standing. Any vehicle which is not moved at least 30 feet away from its original space in the areas and time periods described in this ordinance shall be considered to have been "standing."

(E) Abandonment Prohibited: No person shall park, store, leave, or permit the parking storing, or leaving of any motor vehicle of any kind that is in an abandoned, wrecked, inoperative, unlicensed, or dismantled condition upon any private property within the City. This section shall not apply to any vehicle enclosed within a building on private property, to any vehicle held in connection with a lawful business within the City or its extraterritorial area, such as a junkyard, salvage yard, or auto repair business, or to temporary repair work that is performed within 24 hours of a vehicle becoming unexpectedly un-roadworthy.

(1) Notice shall be sent to the property owner or vehicle owner with an order that the owner shall, within 30 days, make the vehicle operable and roadworthy and license any vehicle that may not be licensed, or in the alternative, place such vehicle in an enclosed structure or remove the vehicle from the property.

(2) The Notice shall further advise the owner that if the nuisance is not corrected, the vehicle is subject to be towed, stored, and if not redeemed, disposed of at owner's expense following a hearing before the Ordinance Committee.

(3) A written notice shall be provided to that owner either personally or by registered mail. All hearings shall be scheduled within a reasonable time after receipt of the written request.

(4) Failure to appear at the hearing may be grounds for an immediate towing under the terms of this ordinance. If, at the conclusion of the hearing, the Committee finds that there is probable cause to believe that the vehicle is in violation pursuant to the definitions contained in this ordinance, a citation provided in Section 25.04 of this municipal code shall be issued and the vehicle shall be impounded. In the event that the vehicle is impounded, the owner shall remain liable for all towing charges and these charges shall be assessed over and above the penalties set forth in Section 25.04 if the person is found to be guilty of a violation of this ordinance.

(F) Emergency Removal. The Chief of Police or any member of the City Police Department is hereby authorized to remove or to have removed any vehicle whose location or existence jeopardizes public safety by either creating an unsafe condition or by significantly hindering the efficient movement of traffic. Except for pre-seizure notification as set forth below, the owner of said vehicle shall be entitled to all of the rights otherwise set forth in this ordinance.

(G) Impounding of Abandoned or Discarded Motor Vehicles. The Chief of Police, or any member of the City Police Department, is hereby authorized to remove or to have removed any wrecked, inoperative, junked, dismantled or partially dismantled motor vehicle left at any place within the City of Reedsburg which reasonably appears to be in violation of this section or to be lost, stolen or unclaimed. Such motor vehicle shall be impounded until lawfully claimed or disposed of in accordance with subsection (K) of this section.

(H) Notice and Right to Preliminary Hearing. In all non-emergency cases whereby, reasonable diligence, the Chief of Police or any member of the City Police Department is able to determine the owner of any abandoned

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vehicle, a written notice shall be provided to that owner either personally or by registered mail. The notice shall provide that the vehicle will be towed pursuant to the terms of this ordinance if a written request for a hearing is not received within 72 hours of receipt of the notice. The request shall be directed to the Chief of Police and shall be served on him or any member of the Police Department either personally or by registered mail within 72 hours. All hearings shall be scheduled within a reasonable time after receipt of the written request and shall be administered by the City Attorney or one of his or her assistants at such time and place as is designated by that individual. Failure to appear at the hearing shall be grounds for an immediate towing under the terms of this ordinance. If, at the conclusion of the hearing, the hearing officer finds that there is probable cause to believe that the vehicle has been abandoned pursuant to the definitions contained in this ordinance, a citation under subsection (e) shall be issued and the vehicle shall be impounded pending final hearing on the above citation. In the event that the vehicle is impounded, the owner shall remain liable for all towing charges as set forth below and these charges shall be assessed over and above the penalties set forth in subsection (L) if the person is found to be guilty of a violation of this ordinance.

The above-written request for a hearing shall be either personally served on the Chief of Police or any representative of the Police Department or made by certified mail.

(I) If, after employing reasonable diligence, the Chief of Police cannot determine the owner of the vehicle and the vehicle does not create a hazard the vehicle shall be impounding as set forth below and the Chief of Police shall cause publication of a notice of such impounding as a Class II notice in the official City newspaper. The notice shall briefly describe the motor vehicle, the location from which it was removed and set forth the owner's rights to a hearing as set forth above.

(J) Reclamation. At any time prior to the sale of an impounded motor vehicle, any person establishing his ownership or right of possession of the same by paying the Police Department for the storage and towing thereof along with such other expenses incidental to the care and maintenance of the same and any other expenses incurred in relation thereto.

(K) Sale of Impounded Motor Vehicles. After any motor vehicle shall have been stored for more than 30 days and the required notices have been given or published and, where applicable, a hearing has been held in a court of law with respect to the alleged violation of this section, the Chief of Police shall sell the same at public auction. Notice of such sale shall be published in the official City newspaper as a Class II notice. The sales notice may include one or more vehicles. At such sale, the highest bid in cash for any motor vehicle shall be accepted, unless the same is, in the judgement of the Chief of Police, inadequate. In that event, all bids are rejected or no bid at all is received, the Chief of Police may, in his discretion either re-advertise the sale or adjourn the same from time to time to a definite date each time, or sell such motor vehicle at a private sale, or junk the same.

After deducting the reasonable and necessary expenses incident to the care and sale of any motor vehicle, the balance of the proceeds shall be paid to the City Clerk-Treasurer and credited to the general City fund. The sale of the motor vehicle under the provisions of this section shall forever bar all prior claims thereto and any interest therein except as hereafter provided.

At any time within two years after the sale of a motor vehicle as provided herein, any person claiming ownership of such motor vehicle or a financial interest therein, may present a claim to the Common Council of the City of Reedsburg setting forth such facts as are necessary to establish such ownership or interest. If the Common Council is satisfied as to the merit of such claim, it may allow the same, but in no case shall the

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amount allowed exceed the sum paid to the City Treasurer as a result of the sale of such vehicle nor the amount of the interest of the claimant therein.

(L) Penalties. Any person who shall violate any provision of this or any order, rule or regulation made hereunder shall be subject to a penalty as provided in Section 25.04 of this municipal code.

(13) DEBRIS, JUNK: ORDER TO REMOVE AND PENALTIES

(1) Whenever City Staff ~~the Council shall~~ finds that conditions on any premises within the City create a fire or health hazard or shall find that, by virtue of any accumulation of unsightly materials, junk or debris of any nature on any premises or for any other reason, any premises are detrimental to the appearance, neatness of cleanliness of a neighborhood so as to tend to depreciate property values therein or create a nuisance or offend the aesthetic character of the immediate neighborhood or produce blight or deterioration by reason of such conditions, City Staff ~~the Council~~ may order the owner of said premises to correct any such condition or to remove therefrom any such unsafe, hazardous or unsightly articles, material or debris.

Examples of junk, refuse, litter, garbage, and scrap or waste matter shall include, but are not limited to, appliances, furniture, tires, wood, machinery parts, boats recreational vehicles, or other unsightly debris that is wrecked, dismantled, partially dismantled, discarded, or inoperative.

(A) The order shall specify a time not to exceed 30 days within which the owner and/or occupant shall comply therewith.

~~(2) The order shall be served on the owner and/or occupant of the premises in the manner provided for service of a summons in the Circuit Court, and if the said owner and/or occupant is not found, by certified mail with return receipt requested and posting of notice on a conspicuous part of the premises.~~ (B) The order shall further advise the owner that if the nuisance is not corrected, the debris/junk is subject to be removed, and if not redeemed, disposed of at owner's expense following a hearing before the Ordinance Committee.

(C) A written notice shall be provided to that owner either personally or by registered mail. All hearings shall be scheduled within a reasonable time after receipt of the written request.

(D) Failure to appear at the hearing may be grounds for an immediate towing under the terms of this ordinance. If, at the conclusion of the hearing, the Committee finds that there is probable cause to believe that the junk/debris is in violation pursuant to the definitions contained in this ordinance, a citation provided in Section 25.04 of this municipal code shall be issued and the junk/debris shall be removed. In the event that the junk/debris is removed, the owner shall remain liable for all removal charges and these charges shall be assessed over and above the penalties set forth in Section 25.04 if the person is found to be guilty of a violation of this ordinance.

SECTION III: 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 IV: CONFLICTING PROVISIONS REPEALED.

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

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SECTION V: EFFECTIVE DATE.

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

SECTION VI: PART OF CODE:

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

This Ordinance becomes part of the City of Reedsburg Code, Chapter 10 and 11.

Dated this 13th day of August, 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

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STAFF REPORT **AGENDA ITEM:** IV-D

To: Ordinance Committee, Mayor and Common Council
Prepared By: Timothy M. Becker, Chief of Police
Through: Stephen Compton, City Administrator
Date of Meeting: August 13, 2018 [Intro and 1st reading July 23, 2018]

Subject: 2nd Reading and Public Hearing Ordinance 1880-18
An Ordinance Amending Chapter 7 – Traffic Code Revisions

BACKGROUND AND REQUEST

I am requesting revisions to Chapter 7 of the Traffic Code. Chapter 7, Subsection 7.01 is the State Traffic Forfeiture Law section allowing for the city to enforce traffic laws. New language has been added to allow for certain sections in the Ordinance to be as adjusted by City Resolution. Also in subsection 7.08(5) pertain to parking on City streets. I am requesting a change from prohibiting parking on a City street in excess of 24 hours, to prohibiting parking on a City street for longer than 72 hours.

ANALYSIS

During a review of the Municipal Code, I can across a section of Chapter 7 as it deals with parking that was in conflict with Chapter 11. Section 7 prohibits parking in excess of 24 hours on a City street while Chapter 11 prohibits parking on a City street, public place or municipal parking lot in excess of 72 hours. Actually, Chapter 11, more or less, was in conflict with itself as 11.14(c)(1) has a 72 hour limit and 11.14(c)(3) identifies 24 hours. Private property is 14 days, which is appropriate. We are requesting a revision to provide some consistency by changing all the limits for Public Street, public lot, and public place parking not to exceed 72 hours. The Public Works Director / City Engineer has also requested changes to allow for easier adjustments to the Municipal Code to make it more operable for areas dealing with stop signs, direction flows and parking.

STAFF RECOMMENDATION

After review by the Police Department and the City Attorney's Office, staff would recommend approval of this revision.

ACTION:
If the Mayor and City Council are ready, the following action may be made:

Hold Public Hearing.

Motion to approve/deny – Ordinance 1880-18 an ordiance amending Chapter 7 Traffic Code, section 7.08(5) changing the time for parking upon city streets and alleys.

ATTACHED:
Current and Proposed Language for Chapter 7.08(5)

1st Reading and Set Public Hearing	July 23, 2018
Public Hearing Noticed:	August 2, 2018 and August 9, 2018
2nd Reading at Council/Public Hearing:	August 13, 2018
Published, Enactment Date:	August 24, 2018

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ORDINANCE NO. 1880-18

CHAPTER 7

Traffic Code - Chapter 7

SECTION 1: PURPOSE.

Municipal Code Chapter 7 establishes Traffic Codes in Reedsburg, Wisconsin.

CHAPTER 7

TRAFFIC CODE

7.01 State Traffic Forfeiture Laws Adopted
7.02 Speed Limits
7.03 Through Highways Designated
7.04 Preferential Streets
7.05 Stop Signs, Streets Controlled By
7.06 Through Streets Intersecting
7.065 One-Way Traffic
7.07 Right Turn No Stop
7.08 Parking Limits
7.08(5) Restricted Parking
7.09 All Night Parking Prohibited
7.10 Parking In Snow Emergencies
7.11 Continued Violation of Parking Limit Ordinance
7.12 Leaving Keys in Vehicles Prohibited
7.13 Vehicular Weight Limitations
7.14 U-Turns Prohibited
7.15 Signs and/or Advertising Prohibited
7.16 Angle Parking
7.17 Parking of Vehicles Over 20 Feet in Length
7.17A Interference with Parking Enforcement
7.18 School Crossings Designated
7.19 Vacant
7.20 Bicycle Registration and Control of Operation
7.21 Official Traffic Signs and Signals
7.22 Penalty
7.23 Enforcement
7.24 References to Statutes
7.25 Snowmobiling
7.26 Operation of Dirt Bikes
7.27 Handicapped Parking
7.28 Traffic Violation and Registration Program
7.29 Loading/Unloading Zones
7.30 Vehicles Carrying Hazardous Materials
7.31 Alleys
7.32 Dynamic Braking Devices Prohibited
7.33 Low-Speed Vehicles
7.34 All-Terrain Vehicles

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SECTION II: PROVISION AMENDED.

7.01 STATE TRAFFIC FORFEITURE LAWS ADOPTED (Rev. 05-11-09)
Except as otherwise specifically provided in this ordinance, all provisions of Chapters 340 to 350 of the Wisconsin Statutes and Wisconsin Administrative Code, Chapter 5, Sections 5.05 to 5.67, and the Department of Transportation Sections describing and defining regulations with respect to vehicles and traffic for which the penalty is a forfeiture only, including penalties to be imposed and procedure for prosecution, are hereby adopted and by reference made a part of this ordinance as if fully set forth herein. Any act required to be performed or prohibited by a statute incorporated herein by reference is required or prohibited by this ordinance. **Sections 7.02, 7.03, 7.04, 7.05, 7.06, 7.065, 7.07, 7.08, 7.08(5), 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.17A, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28, 7.29, 7.30, 7.31, 7.32, 7.33 and 7.34 may be changed, modified and updated through a city resolution. This City Council Resolution shall be by action from the Public Works Committee upon recommendation from the Public Works Director / City Engineer.** This section shall pertain to the statutes set forth below along with any amendments, additions or deletions that may occur.

7.08(5) TWENTY-FOUR HOUR LIMIT SEVENTY-TWO HOUR LIMIT. The operator of a vehicle shall not park such vehicle for longer than 24 72 hours at any one time upon the streets of the City. Any such vehicle may be removed by order of the Chief of Police, Street Superintendent Public Works Director or their designee, after expiration of tow notice. This ordinance shall not prohibit the enforcement of Alternate Side Parking, section 7.085(2). (Ordinance 7.10 shall take precedence over this section in all snow emergency cases.)

SECTION III: 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 IV: CONFLICTING PROVISIONS REPEALED.

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

SECTION V: EFFECTIVE DATE.

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

SECTION VI: PART OF CODE:

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

This Ordinance becomes part of the City of Reedsburg Code, Chapter 7.

Dated this 13th day of August, 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer