

in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the City, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the City. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the City to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the City shall have no right of withdrawal thereof.

c) Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the City or any paying agent of any of its obligations, or to protect any of the City's rights under any bond proceeding or any of the City's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the City.

d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the City. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

Any successor escrow agent shall execute, acknowledge and deliver to the City and to its predecessor escrow agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as escrow agent herein; but nevertheless, on written request of the City or on the request of the successor escrow agent, the escrow agent ceasing to act shall execute and deliver an instrument transferring to such successor escrow agent, upon the terms herein expressed, all the rights, power, and duties of the escrow agent so ceasing to act. Upon the request of any such successor escrow agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Any predecessor escrow agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

e) Fees. The Escrow Agent acknowledges receipt from the City of the sum of _____ DOLLARS (\$ _____) as and for full compensation for all services to be performed by it as the Escrow Agent under this Agreement. Any out-of-pocket expenses including legal fees and publication costs will be paid by the City as incurred. The Escrow Agent expressly waives any lien upon or claim against the monies and investments in the Escrow Account.

7. Arbitrage. The City has covenanted and agreed and the Escrow Agent hereby covenants and agrees, to the extent any action is within its control and to its knowledge, to and for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the **if Reinvestment Section stays in, use this option** [Code or any Regulations promulgated or proposed thereunder.] **OR if Reinvestment Section is deleted, use this option** [Internal Revenue Code of 1986, as amended (the "Code") or any Regulations promulgated or proposed thereunder (the "Regulations").]

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Escrow Agent agrees that it will not invest the cash balance nor reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities except as specifically provided in Sections 3 and 8 hereof. Said prohibition on reinvestment shall continue unless and until the City requests that such reinvestment be made and shall be restricted to noncallable direct obligations of the United States Treasury. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the City shall provide to the Escrow Agent: (i) an opinion by an independent certified public accounting firm that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay, as the same become due, all principal of, redemption premium where required, and interest on the Refunded Obligations which have not then previously been paid, and (ii) an unqualified opinion of nationally recognized bond counsel to

the effect that (a) such reinvestment will not cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Refunding Obligations and the Refunded Obligations.

8. Substitute Investments. At the written request of the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the SLGs and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the SLGs on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the SLGs. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive, at the expense of the City, an opinion of a nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such disposition and substitution would not cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder; and (iii) the Escrow Agent shall receive, at the expense of the City, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

The City hereby covenants that no part of the monies or funds at any time in the Escrow Account shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder.

9. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the City and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the City or the Escrow Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment and any redemption of the Refunded Obligations and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and observance by the City and the

Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

b) Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.

c) Termination. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder may remain upon termination. Any amounts remaining upon termination shall be returned to the City for deposit in the account designated "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2014A, dated August 12, 2014" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the City's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.

d) Indemnification. The City agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) Governing Law. This Escrow Agreement shall be construed, interpreted and governed by and under the laws of the State of Wisconsin.

f) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

CITY OF BARABOO,
SAUK COUNTY, WISCONSIN

By: _____
Michael Palm
Mayor

(SEAL)

By: _____
Cheryl M. Giese
City Clerk-Finance Director

ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION,
GREEN BAY, WISCONSIN, as Agent

By: _____

(SEAL)

And: _____

(Refunded Obligations)

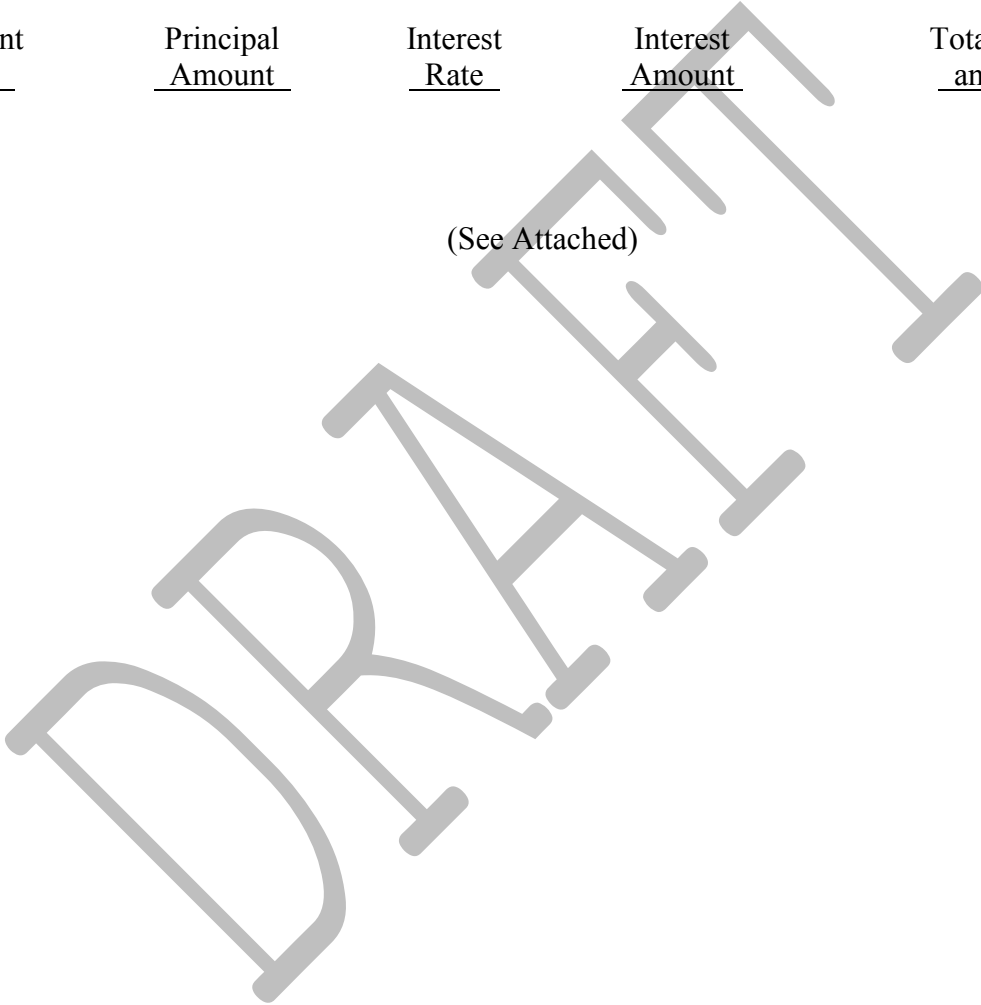
EXHIBIT A-1

City of Baraboo, Wisconsin
General Obligation Community Development Bonds
Dated July 26, 2007

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
---------------------	-------------------------	----------------------	------------------------	-------------------------------------

(See Attached)



* To be called for prior payment at 100% on August 1, 2016.

Depository: The Depository Trust Company
New York, New York

(Refunded Obligations)

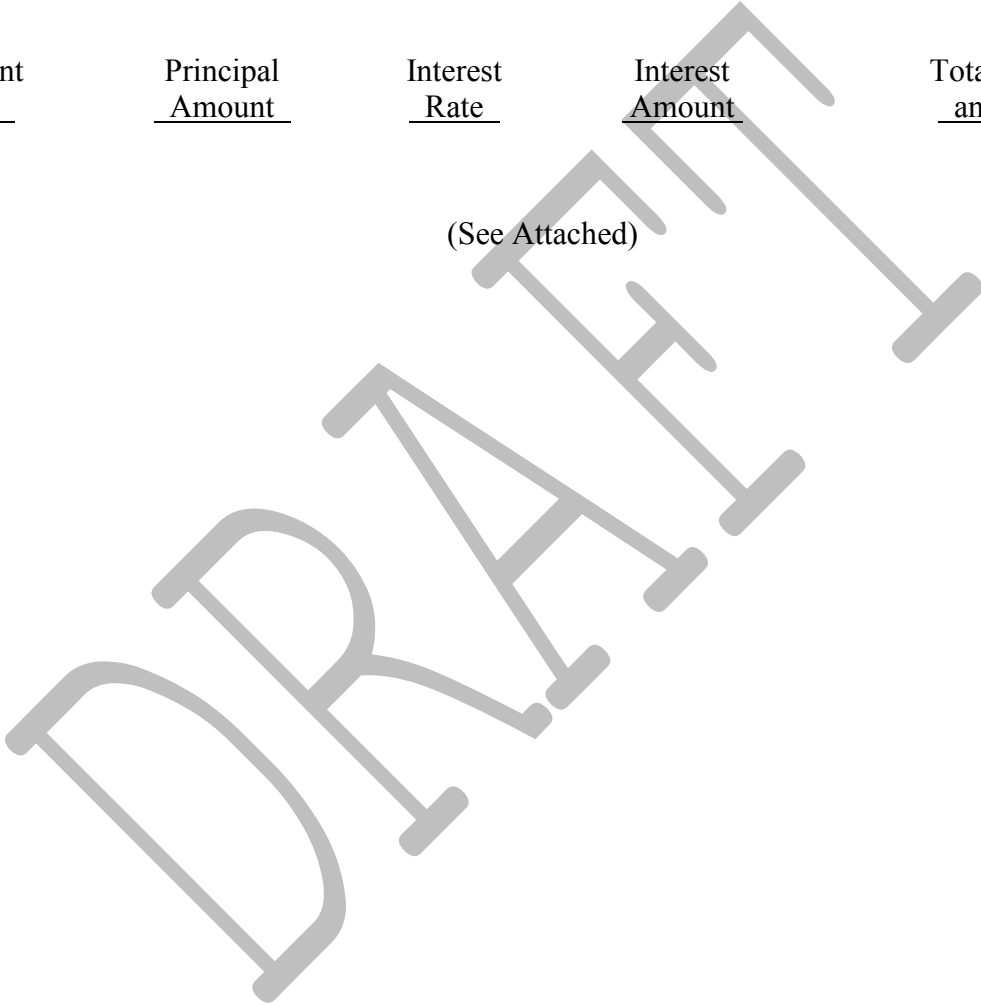
EXHIBIT A-2

City of Baraboo, Wisconsin
General Obligation Corporate Purpose Bonds
Dated September 25, 2008

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
---------------------	-------------------------	----------------------	------------------------	-------------------------------------

(See Attached)



* To be called for prior payment at 100% on September 1, 2017.

Bond Registrar
or Fiscal Agent: Bond Trust Services Corporation

EXHIBIT B-1

U.S. TREASURY SECURITIES

(State and Local Government Series)

For Delivery August 12, 2014

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Cost</u>
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(See Attached Subscription Forms)

DRAFT

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Escrow Agent,
Associated Trust Company, National Association, Green Bay, Wisconsin \$ _____

Escrow Verification,
Barthe & Wahrman, Minneapolis, Minnesota _____

Legal Opinion,
Quarles & Brady LLP, Milwaukee, Wisconsin _____

Rating Fee,
Moody's Investors Service Inc.,
New York, New York _____

Financial Advisor,
Ehlers & Associates, Inc. _____

Fiscal Agent,
_____, _____, _____ _____

Total: \$ _____

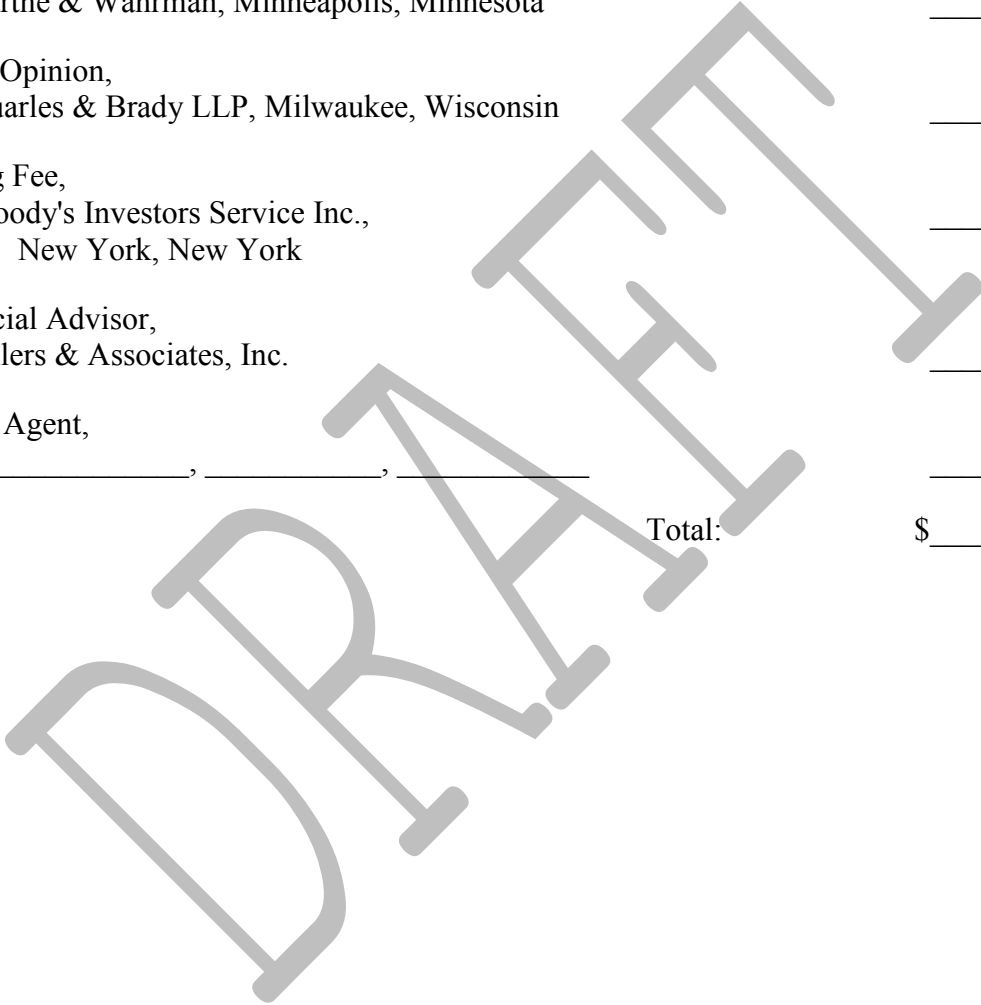


EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

DRAFT

EXHIBIT E-1

NOTICE OF FULL CALL*

Regarding

CITY OF BARABOO
SAUK COUNTY, WISCONSIN
GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS
DATED JULY 26, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on August 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
08/01/17	\$50,000	4.25%	067023MW8
08/01/18	75,000	4.30	067023MX6
08/01/19	75,000	4.35	067023MY4
08/01/20	75,000	4.40	067023MZ1
08/01/21	80,000	4.45	067023NA5
08/01/22	80,000	4.50	067023NB3
08/01/23	105,000	4.55	067023NC1
08/01/24	110,000	4.60	067023ND9

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before August 1, 2016.

Said Bonds will cease to bear interest on August 1, 2016.

By Order of the
Common Council
City of Baraboo
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to August 1, 2016 and to the MSRB.

In addition, if the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT E-2

NOTICE OF FULL CALL*

CITY OF BARABOO
SAUK COUNTY, WISCONSIN
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
DATED SEPTEMBER 25, 2008

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on September 1, 2017 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/18	\$150,000	3.70%	067023NP2
09/01/19	160,000	3.90	067023NQ0
09/01/21	365,000	4.05	067023NS6
09/01/23	425,000	4.20	067023NU1
09/01/26	575,000	4.35	067023NX5
09/01/28	355,000	4.50	067023NZ0

Upon presentation and surrender of said Bonds to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on September 1, 2017.

By Order of the
Common Council
City of Baraboo
City Clerk

Dated _____

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to September 1, 2017. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to September 1, 2017 and to the MSRB. Notice shall also be provided to Financial Security Assurance Inc., or any successor, the bond insurer of the Bonds.

In addition, if the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT F-1*

NOTICE OF ADVANCE REFUNDING AND REDEMPTION
OF THE GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS,
DATED JULY 26, 2007
OF THE CITY OF BARABOO, WISCONSIN (THE "2007 BONDS")

Notice is given that the 2007 Bonds described below (the "Refunded Obligations"), of the City of Baraboo, Wisconsin (the "City") have been advance refunded by the City pursuant to an Escrow Agreement dated the 12th day of August, 2014 between the City and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
08/01/17	\$50,000	4.25%	067023MW8**
08/01/18	75,000	4.30	067023MX6**
08/01/19	75,000	4.35	067023MY4**
08/01/20	75,000	4.40	067023MZ1**
08/01/21	80,000	4.45	067023NA5**
08/01/22	80,000	4.50	067023NB3**
08/01/23	105,000	4.55	067023NC1**
08/01/24	110,000	4.60	067023ND9**

The City has instructed the Escrow Agent to call the Refunded Obligations for redemption on August 1, 2016. The City has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay interest on the Refunded Obligations up to and including August 1, 2016 and to redeem the Refunded Obligations on August 1, 2016 at a price of par plus accrued interest to August 1, 2016. Interest on the Refunded Obligations will cease to accrue on August 1, 2016.

Dated: August 12, 2014.

Associated Trust Company, National Association
as Escrow Agent

* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB.

** Indicates refunding of full CUSIP.

In addition, if the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT F-2*

NOTICE OF ADVANCE REFUNDING AND REDEMPTION
OF THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
DATED SEPTEMBER 25, 2008
OF THE CITY OF BARABOO, WISCONSIN (THE "2008 BONDS")

Notice is given that the 2008 Bonds described below (the "Refunded Obligations"), of the City of Baraboo, Wisconsin (the "City") have been advance refunded by the City pursuant to an Escrow Agreement dated the 12th day of August, 2014 between the City and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/18	\$150,000	3.70%	067023NP2**
09/01/19	160,000	3.90	067023NQ0**
09/01/21	365,000	4.05	067023NS6**
09/01/23	425,000	4.20	067023NU1**
09/01/26	575,000	4.35	067023NX5**
09/01/28	355,000	4.50	067023NZ0**

The City has instructed the Escrow Agent to call the Refunded Obligations for redemption on September 1, 2017. The City has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the interest on the Refunded Obligations up to and including September 1, 2017 and to redeem the Refunded Obligations on September 1, 2017 at a price of par plus accrued interest to September 1, 2017. Interest on the Refunded Obligations will cease to accrue on September 1, 2017.

Dated: August 12, 2014.

Associated Trust Company, National Association
as Escrow Agent

* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB.

** Indicates refunding of full CUSIP.

In addition, if the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4426
Tel 414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in:
*Phoenix and Tucson, Arizona
Naples and Tampa, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin
Washington, DC*

July 17, 2014

VIA EMAIL

Ms. Cheryl M. Giese
City Clerk-Finance Director
City of Baraboo
135 4th Street
Baraboo, WI 53913

Re: \$3,015,000 City of Baraboo
General Obligation Refunding Bonds, Series 2014A

Dear Cheryl:

Attached is a draft of the **Authorizing Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Ehlers & Associates, Inc. ("Ehlers"). Please review it carefully.

It is our understanding that the Resolution will be considered by the Common Council at its regular meeting on July 22, 2014 after the bid opening earlier that day.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt the Resolution. We will provide you with an Excerpts of Minutes form for you to complete which records the vote on the Resolution on the day of the meeting.

You will note in reviewing the Resolution that some of the exhibits will be provided to the City on the day of sale. It is our understanding that Ehlers will provide this information to you and to us after the bid opening and prior to the meeting on July 22, 2014. We will review and confirm that information. We will email a final copy and Ehlers will deliver final copies of the Resolution, including all exhibits, on the day of sale (July 22, 2014) prior to the meeting for the Common Council to review and approve. We will also provide hard copies of the complete finalized Resolution at the time we send the closing documents to be reviewed and signed.

Ms. Cheryl M. Giese
July 17, 2014
Page 2

Following the adoption of the Resolution, we request that you return two executed copies of the Resolution, as well as two executed copies of the Certificate and Excerpts, to us for our review. All of these originally signed documents will be included in the closing transcripts. A copy of the Resolution should be incorporated into the minutes of the July 22, 2014 meeting.

We are also attaching a **Municipal Information Questionnaire** and a **Private Activity and Other Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return these questionnaires to us at your earliest convenience. They contain information which will help us draft the closing documents which will be required in connection with this financing.

If you have any questions regarding the attached documents or any other matter, please do not hesitate to call us at any time.

Very truly yours,

QUARLES & BRADY LLP



Brian G. Lanser

BGL:BJK:TAB:mbp

Enclosures

#140329.00024

cc: Mr. Edward Geick (w/enc. via email)
Mr. Michael C. Harrigan (w/enc. via email)
Mr. James A. Mann (w/enc. via email)
Ms. Mary L. Zywiec (w/enc. via email)
Ms. Sue Porter (w/enc. via email)
Ms. Bridgette J. Keating (w/enc. via email)

**CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS**

I, _____, _____
(name) (title)
of _____
(official name of municipality)

hereby certify that:

1. **Meeting Date.** On the _____ day of _____, 20__ a
_____ meeting was held commencing
(County Board, Common Council, etc.)
at _____ o'clock ____ .m. at _____.
(location)

2. **Posting.** On the _____ day of _____, 20__ at approximately
_____ o'clock ____ .m., I posted or caused to be posted a notice setting forth the time, date,
place and subject matter (including specific reference to the borrowing) of said meeting in the
following public places (attach an extra sheet if necessary):

AND/OR

Publication. The _____
(County, City, etc.)
caused a notice setting forth the time, date, place and subject matter (including specific reference
to the borrowing) of said meeting to be published on the _____ day of _____, 20__
by the following news medium or media (attach an extra sheet if necessary):

(If notice was published rather than posted, attach copy
of published notice).

3. **Notification of Media.** On the _____ day of _____, 20__ at approximately _____ o'clock __.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the _____, or, if none exists, to a news medium (County, City, etc.)

likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a _____ meeting of the (regular, special, adjourned annual, etc.) _____ which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

Name:
Title:

Attest:

Name:
Title:

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)

MUNICIPAL INFORMATION QUESTIONNAIRE

1. Official Name of Government Unit: City of Baraboo
2. County: Sauk
3. Employer I. D. #: 39-6005391
4. Address: 135-4th Street, Baraboo, WI 53913
 Phone Number: (608) 355-2700 Fax Number: (608) 356-9666
5. Contact Person, Direct Phone Number and Email Address: Cheryl M. Giese,
 City Clerk-Finance Director (608-355-7305) (cmgiese@cityofbaraboo.com)
6. Date/Time/Place of Regular Meetings: 2nd and 4th Tuesday, 7:00 p.m.
7. Does Municipality have an official or corporate seal? YES NO
8. Name of Official Newspaper, if any: Baraboo News Republic
 WEEKLY DAILY
9. Class and form of government (i.e., mayor/ council plan, etc). Third class city,
 mayor/council plan
10. Administrators and Officers: *(Please complete with official names (including middle initials) as used to sign legal documents.)*

<u>Name</u>	<u>Elected or Appointed?</u>	<u>Date Term of Office Expires</u>
<u>Edward Geick</u> City Administrator egeick@cityofbaraboo.com	<u>Appointed</u>	<u>N/A</u>
<u>Michael Palm</u> Mayor	<u>Elected</u>	<u>_____</u>
<u>Cheryl M. Giese</u> City Clerk-Finance Director	<u>Appointed</u>	<u>N/A</u>
<u>Lori Laux</u> Treasurer/Deputy Clerk	<u>Appointed</u>	<u>N/A</u>
<u>Mark R. Reitz</u> City Attorney 135 4th Street Baraboo, WI 53913-2184 Phone Number: <u>608-355-2715</u> Email: mreitz@cityofbaraboo.com		Fax Number: <u>608-355-2719</u>

11. Number of Alderpersons? 9 (*Please attach current list*)
12. Are there any special resolutions or ordinances in effect (other than Wisconsin's Open Meeting law) regarding meeting notices, quorum requirements, etc.? YES NO
If yes, please provide detail. _____

13. Are there any proceedings now pending with respect to a change in the form of government or the detachment of territory? YES NO
If yes, please provide detail. _____

14. If a City or Village (or Town with Village powers): Has the governing body or electors adopted any charter ordinances under Section 66.0101, Wis. Stats. Or direct legislation under Section 9.20, Wis. Stats. restricting borrowing by the City or Village or Town or are any proceedings for such purposes now pending? YES NO
If yes, please provide detail. _____

15. Is there any litigation pending or threatened with respect to the corporate existence, organization, or boundaries of the government unit or the right of title of any officer of the government unit to his or her respective office? YES NO
If yes, please provide detail. _____

16. Are there any resolutions in effect which require any officers other than the chief executive officer and clerk, to execute bonds or notes or other documents evidencing indebtedness? YES NO
If yes, please provide detail. _____

17. Are the financial statements of the Municipality prepared in accordance with **(PLEASE attach accountant's most recent letter confirming)**:
- a) Generally Accepted Accounting Principles? YES NO
OR
- b) Generally Accepted Accounting Principles qualified with respect to the fixed asset group? YES NO
OR
- c) Accounting guidelines or procedures mandated by state law or by rule of any state agency or recommended by any state agency? YES NO

18. Are there any other facts or circumstances which could have an impact on the issuance of the bonds or notes in question (e.g., litigation other than as set forth above, annexations, etc)? *If yes, please discuss.* _____

YES NO

Prepared and submitted by:

Cheryl M. Giese
City Clerk-Finance Director

Signed on: _____

Private Activity and Other Tax Matters Questionnaire

City of Baraboo, Wisconsin ("Issuer") General Obligation Refunding Bonds, Series 2014A ("Obligations")

In anticipation of the Issuer's upcoming borrowing, we ask that you answer the questions below which will help us determine whether the borrowing qualifies for tax-exempt financing and what special treatment the Issuer or Obligations may qualify for under the Internal Revenue Code (the "Code") and applicable Treasury Regulations (the "Regulations"). Please direct any questions to any of the Public Finance attorneys at Quarles & Brady LLP at 414-277-5000.

I. Private Activity: Subject to specific exceptions provided for in the Code, the interest on municipal obligations which finance private activities or provide special benefits to private entities is taxable. Please note that for purposes of this questionnaire, a "**Non-Governmental Entity**" means any person, partnership, corporation or other organization that is not a state, city, village, town, county, school district, technical college district or other special district or joint powers authority. The federal government is a Non-Governmental Entity. A 501(c)(3) organization is also a Non-Governmental Entity.

1. Refinancing capital projects including: (a) roads in TID No. 7 (originally financed by General Obligation Community Development Bonds, dated July 26, 2007) and (b) streets, storm sewer, water and TID #8 projects including, environmental clean-up projects and Lynn Street (originally financed by General Obligation Corporate Purpose Bonds, dated September 25, 2008) (the "Project").

YES NO

Does the above description accurately and completely describe the project(s) to be financed with proceeds of the Obligations? **If NO, please make appropriate changes in the language above.**

YES NO

2. Will any portion of the Project be owned by, or leased (or subleased) to, or sold to a Non-Governmental Entity? **If YES, attach a description of the planned sale or lease.**

YES NO

3. Will any portion of the Project be managed (pursuant to a management contract or incentive payment contract) by a Non-Governmental Entity? **If YES, attach a copy of the operating or management contract.**

YES NO

4. Will any portion of the Project be used for research or testing pursuant to an agreement with a Non-Governmental Entity? **If YES, attach a copy of the agreement.**

YES NO

5. Will any Non-Governmental Entity have a right to use the Project or purchase output from the Project through any procedure or contract which gives preference to that customer over any other? **If YES, attach a description of the arrangement that includes the following:**

a. Customer name.

b. Percentage of annual revenue of the Project attributable to the customer.

YES NO

6. Are there or will there be any informal agreements, historical arrangements, or other arrangements, written or oral, that convey special legal entitlements to a Non-Governmental Entity, such as granting priority rights or capacity rights to use the Project or granting naming rights to the Project? **If YES, attach a description of the arrangement.**

YES NO

7. Will any Non-Governmental Entity, receive a special economic benefit from the Project, such as what might occur if the Project is not available for general public use and is functionally related to property used in the trade or business of a Non-Governmental Entity or benefits a small number of nongovernmental persons? **If YES, attach a description of the arrangement.**

YES NO

8. a. Is there any portion of the Project that is used by private entities or organizations rather than by members of the general public or by employees (or, in the case of school facilities, students) of the Issuer? **If YES, please attach a description of such use.**

YES NO

b. Do all members of the general public who use the Project use it on the same basis (for example, a "first come, first served" basis or pursuant to a standard rate schedule)? **If NO, please attach a description of the basis of the use of the project.**

YES NO

9. Are there any contracts for incidental uses of the Project (e.g., pay telephones, vending machines, newsstands, etc.) by Non-Governmental Entities? **If YES, attach a description of the contracts.**

YES NO

10. Will any portion of the proceeds from the proposed borrowing be loaned to any other person or entity? **If YES, attach a description of the loan program.**

YES NO

11. Will a Non-Governmental Entity make payments to the municipality for use of the Project in a manner other than through uniformly applied rates or generally applied taxes? **If YES, attach a description of the payment obligation.**

YES NO

12. Is the payment of any portion of the debt service on the proposed issue secured (directly or indirectly) by a guarantee from a Non-Governmental Entity or a pledge of private property, pursuant to a development agreement or other arrangement? **If YES, attach a description of the agreement or arrangement.**

YES NO 13. Is any of the Project or portion of the Project expected to be sold or otherwise disposed of before the last maturity date of the Obligations and any anticipated refinancings thereof?

YES NO 14. Are there any other facts and circumstances regarding the construction, operation, or use of the project by a Non-Governmental Entity? Please describe: _____

II. Small Issuer Status: The Code grants "small issuer" status for rebate exemption and bank qualification purposes in certain circumstances based on the amount of tax-exempt financing undertaken by an issuer in any given calendar year. By answering the questions below, you will assist us in calculating the total amount of tax-exempt financing issued in the calendar year.

YES NO 1. Have any tax-exempt lease agreements or tax-exempt lease purchase agreements been entered into in the current calendar year? **If YES, please provide detail including date lease was entered into:** _____

YES NO 2. Was an IRS Form 8038-G or GC filed with respect to any lease referenced above? **If YES, please provide a copy.**

YES NO 3. Have any other tax-exempt obligations been issued either by the issuer or any authority of the issuer in the current calendar year other than those where Quarles & Brady LLP served as bond counsel? **If YES, please provide a copy of the 8038-G or GC for such obligations.**

III. Remaining Proceeds: Please identify the amount of any unspent proceeds of the obligations being refunded (*if none, please indicate none*): _____

IV. Post-Issuance Compliance Policy: Has the Issuer adopted a post-issuance compliance policy to (a) monitor compliance with the arbitrage requirements of Section 148 of the Internal Revenue Code and (b) monitor use of property financed with proceeds of tax-exempt obligations it has issued and take remedial actions in the case of a change in use?

YES NO copy previously provided to Q&B

RESOLUTION NO. 2014-

Dated: July 22, 2014

The City of Baraboo, Wisconsin

Background The resolution is to affirm the use of Quarles & Brady for the City of Baraboo - \$3,015,000 General Obligation Refunding Bonds, Series 2014A.

Note: (✓one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments: The Bureau of Aeronautics prepared the ALP.

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

To retain Quarles & Brady as the City’s bond counsel for the City of Baraboo - \$3,015,000 General Obligation Refunding Bonds, Series 2014A and to authorize the Mayor and City Clerk to sign the agreement.

Offered by: Finance/Personnel Comm.
Motion:
Second:

Approved: _____
Attest: _____



411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4426
Tel 414.277.5000
Fax 414.271.3552
www.quarles.com

*Attorneys at Law in:
Phoenix and Tucson, Arizona
Naples and Tampa, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin
Washington, DC*

July 17, 2014

VIA EMAIL AND REGULAR MAIL

Ms. Cheryl M. Giese
City Clerk-Finance Director
City of Baraboo
135 4th Street
Baraboo, WI 53913

Scope of Engagement Re: Proposed Issuance of \$3,015,000 City of Baraboo (the "City")
General Obligation Refunding Bonds, Series 2014A

Dear Cheryl:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Bonds (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;

Ms. Cheryl M. Giese
July 17, 2014
Page 2

- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes or participating in an Internal Revenue Service survey regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters of municipal obligations. In past transactions that are not related to the issuance of the Securities and our role as bond counsel, we may have served as underwriter's counsel to the financial

Ms. Cheryl M. Giese
July 17, 2014
Page 3

institution that has or will underwrite the Securities. We may also be asked to represent underwriters, including the underwriter of the Securities, in future transactions that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be \$11,375 including all out-of-pocket expenses, including travel costs, photocopying, faxes, deliveries, filing fees, and other necessary office disbursements. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company, as municipal bond insurance companies require additional opinions and documents. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will make every attempt to consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required

Ms. Cheryl M. Giese
July 17, 2014
Page 4

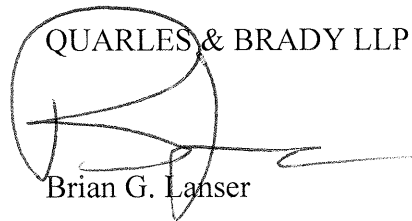
by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Brian G. Lanser

BGL:BJK:TAB:mbp
#140329.00024

cc: Mr. Edward Geick (via email)
Mr. Michael C. Harrigan (via email)
Mr. James A. Mann (via email)
Ms. Mary L. Zywiec (via email)
Ms. Sue Porter (via email)
Ms. Bridgette J. Keating (via email)

Accepted and Approved:

CITY OF BARABOO

By: _____

Its: _____

Title

Date: _____

ACKNOWLEDGEMENT AND SIGNATURE

I hereby certify that I am an authorized representative of the Issuer, and that I am authorized by the Issuer to execute this Questionnaire. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, refinancing, construction, acquisition and/or improvement of the Project, and I am acting on behalf of the Issuer in executing this Questionnaire. I certify that I am familiar with the Project and that all information contained herein is true, correct and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these response or attached documentation. I understand the foregoing will be relied upon by Quarles & Brady LLP in determining the tax-exempt status of the Obligations.

Prepared and submitted by:

Name: _____

Title: _____

Phone: _____

City of Baraboo, Wisconsin

Date: _____

NBO - 1

The City of Baraboo, Wisconsin

Background: The Code of Ordinances requires that electricians working in the City maintain a local license. The State has changed the statute – §101.861, Wis. Stats. – authorizing local licensing of electricians, and local licensing will not be allowed after March 31, 2014. This ordinance repeals those subsections of §16.04, Ordinances, Electrician Licensing, that will no longer be applicable. This ordinance repeal was reviewed by the Administrative Committee at its July 7, 2014, meeting, and is recommended for action.

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

An Ordinance repealing §16.04(2)-(7), Code of Ordinances, pertaining to the licensure of electricians performing work in the City.

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

1. Sections 16.04(2)-(7), Code of Ordinances, pertaining to the licensure of electricians in the City is hereby repealed.
2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

NBO - 2

The City of Baraboo, Wisconsin

Background: The State has recently enacted legislation relating to commercial quadricycles, “a vehicle with fully operative pedals for propulsion entirely by human power, that has 4 wheels and is operated in a manner similar to a bicycle, that is equipped with at least 12 seats for passengers, that is designed to be occupied by a driver and by passengers providing pedal power to the drive train of the vehicle, that is used for commercial purposes, and that is operated by the vehicle owner or an employee of the owner.”

Commonly referred to as “pedal pubs,” patrons of the quadricycle may consume fermented malt beverages (only) that they themselves provided (up to 36 oz / person). The driver is not allowed to consume alcohol. Pedal pubs are not allowed to operate after 10:30PM, or an earlier time as established by ordinance.

A municipality may, by ordinance, prohibit the consumption of alcohol by passengers on a pedal pub. The Administrative Committee reviewed the issue of whether to allow the consumption of alcohol on commercial quadricycles and recommends that the City prohibit such consumption.

Note that as a result of the uniformity requirement for State traffic laws (§349.03, Wis. Stats.) Baraboo is not allowed to place restrictions on quadricycles *other* than relating to the consumption of alcohol.

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

An Ordinance prohibiting the consumption of alcohol on commercial quadricycles.

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

1. Section 7.15(11), Ordinances, is hereby created as follows:

7.15 REGULATION AND LICENSING OF BICYCLES

(11) The consumption of alcohol on commercial quadricycles is prohibited.

2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor’s Approval: _____

Clerk’s Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 2014, and is recorded on page ____ of volume ____.

City Clerk: _____

**Baraboo Fire Department
Monthly Report - June 2014**

Incident Responses	June 2014	Year to Date 2013	Totals 2013	Year to Date 2014	Percentage Increase/Decrease
Fire, Other	0	2	3	2	
Building Fire	2	8	17	5	23 2014 Fire 14.84%
Fire in Mobile Home used as a Fixed Structure	0	0	0	0	40 Rescue 25.81%
Fire in Structures other than Building	0	0	0	0	10 Haz Mat 6.45%
Cooking Fire	0	1	3	1	26 Alarm 16.77%
Chimney Fire	0	2	2	1	51 Other 32.90%
Vehicle Fire	1	3	6	7	5 Mutual Aid 3.23%
Wildland Fire	0	3	8	5	
Trash or Rubbish Fire Contained	0	0	0	0	
Outside Rubbish, Trash or Waste Fire	0	1	2	0	48 2013 Fire 16.22%
Dumpster or other Trash Receptacle Fire	1	3	6	2	83 Rescue 28.04%
Outside Storage Fire	0	0	0	0	26 Haz Mat 8.78%
Outside Gas or Vapor Combustion Explosion	0	0	1	0	66 Alarm 22.30%
Medical Assist	0	6	17	7	65 Other 21.96%
Vehicle Crash	7	23	50	27	8 Mutual Aid 2.70%
Motor vehicle/pedestrian crash	0	2	2	0	
Search for Person on Land	0	0	2	1	
Extrication of Victim(s) from Building/Structure	0	1	1	0	
Extrication from Vehicles	0	2	6	1	
Extrication, Other	1	2	2	2	
Elevator Rescue	0	0	1	0	
Water/Ice Rescue	0	0	1	0	
High Angle Rescue	1	1	1	2	
Hazardous Material	1	6	19	6	
Carbon Monoxide Incident	1	5	7	4	
Hazardous Call, Other	4	3	11	15	
Vehicle Accident - General Cleanup	0	2	4	3	
Animal Rescue	0	0	0	0	
Water Problem, Other	0	1	2	0	
Smoke or Odor Removal	0	0	1	0	
Sevice Call, Other	0	0	0	0	
Lock-out	0	0	0	0	
Assist Police	1	3	5	2	
Public Service	0	1	1	0	
Unauthorized Burning	2	0	2	5	
Authorized Burning	0	1	2	0	
Good Intent Call	3	9	21	20	
Dispatched/Cancelled	1	8	15	6	
Wrong Location	0	0	0	0	
Smoke Scare, Odor of Smoke	0	0	0	0	
Steam, Vapor, Fog or Dust thought to be Smoke	0	0	0	0	
Malicious Alarm	0	1	4	3	
Bomb Threat	0	0	0	0	
Alarm	2	14	39	14	
Carbon Monoxide Alarm	1	18	23	9	
Lightning Strike	0	1	1	0	
Severe Weather Standby	0	0	0	0	
Mutual Aid - City	0	4	7	4	
Mutual Aid - Rural	0	0	1	1	
Totals	29	137	296	155	11.04%
	0		-2	-1	Exposure Fires
	29		294	154	Total Incidents

Incident Responses by Municipality	Total Incidents	Percent		
City of Baraboo	19	65.52%	96	61.94%
Village of West Baraboo	4	13.79%	13	8.39%
Town of Baraboo	4	13.79%	22	14.19%
Town of Fairfield	2	6.90%	9	5.81%
Town of Greenfield	0	0.00%	8	5.16%
Town of Sumpter	0	0.00%	0	0.00%
Mutual Aid - City	0	0.00%	4	2.58%
Mutual Aid - Rural	0	0.00%	3	1.94%
Totals	29	100.00%	155	100.00%
	0		-1	Exposure Fires
	29		154	Total Calls

**Baraboo Fire Department
Monthly Report - June 2014**

Fire Inspections	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec
City of Baraboo	49	104	160	90	168	192						
Village of West Baraboo	116	21	4	8	2	3						
Town of Baraboo	2	0	0	0	0	39						
Town of Fairfield	0	0	0	1	0	7						
Town of Greenfield	0	0	0	0	1	3						
Town of Sumpter	0	0	0	0	0	0						
Totals	167	125	164	99	171	244	0	0	0	0	0	0
										Total Inspections Year to Date		
												970

Fire Prevention Education - Current Month	Number of Activities	Number of Adults	Number of Children	Total Participants
Fire Extinguisher and Fire Safety Training	0	0	0	0
Fire Safety Presentations	0	0	0	0
Fire Safety House Training	0	0	0	0
Other (Open House)	0	0	0	0
Grand Totals	0	0	0	0
				Total Fire Safety Contacts Year to Date
				1152

Install Smoke and Carbon Monoxide Alarms	Number of Smoke Alarms	Number of CO Alarms	Total
	0	0	0
			8 Year to Date Total
			0

TREASURER'S INVESTMENT TRANSACTION REPORT

Jun-14

Average Rate of Return on Current Deposits:

Total Receipts: 210,453.09
Total Disbursements: 1,102,954.78
Avg Term: 13.2 M 0.51%
 General Funds: 16.9 M 0.56%
 Utility Funds: 32.9 M 0.91%
 Segregated Funds: 17.2 M 0.57%
 All Funds: 55%
 Liquid: 45%
 Term:

Policy Objectives:

- \$3,000,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.
- Nothing new to report
- Yields are still compressing

Benchmarks:

LGIP 0.09%
 90-day T-bill: 0.03%
 6M CD: 0.25%
 12M CD: 0.45%

TRANSACTIONS

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
(1)	CLOSE	CD	Alma Waite	Harris	6900303935		36 mos	6/6/2014	2.02%	125,000.00	Reinvested
Comments: Closed CD to use funds for the investment in sidewalk assessments on Madison and Elizabeth											
(2)	Renew	CD	Water Utility	Summit	14890100-3		18 mos	6/19/2014	0.55%	100,808.91	Reinvested
Comments:											
(3)	CLOSE	CD	General	CFB	25886		24 mos	6/21/2014	0.80%	150,000.00	Pd to MM
Comments: Needed funds											

INVESTMENT ADVISOR TRANSACTIONS

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Date	Yield to Worst	Amount	Interest
(1)	BUY	FHLMC	3130A2CG9	100.0000	AA+	Callable quarterly	3.25 years	9/19/2017	1.125%	\$150,000.00	Semiannual
Comments:											
	CALL	FHLMC	3134G4QZ4	99.9750	AA+	Step coupon Callable quarterly	3.5 years	6/27/2017	0.70%	\$200,000.00	Semiannual
Comments: Held for 6 months, earned .70%											

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 06/30/2014

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Cash									
Short Term Investments									
Cash Equivalents									
	000009	Cash - Money Fund		247,378.09		247,378.09	8.21	.00	.01
		Total Cash Equivalents		247,378.09		247,378.09	8.21	.00	.01
		Total Short Term Investments		247,378.09		247,378.09	8.21	.00	.01
Bonds									
Agency Bonds									
Fixed Rate Agency									
FHLB Fixed Rate Agency									
150,000	3130A2CG9	FEDERAL HOME LOAN BANK 1.125% Due 09/19/2017	99.97	149,950.00	99.30	148,950.00	4.94	51.56	1.13
150,000.00		Total FHLB Fixed Rate Agency		149,950.00		148,950.00	4.94	51.56	1.13
FHLMC Fixed Rate Agency									
150,000	3137EADP1	FREDDIE MAC 0.875% Due 03/07/2018	98.30	147,449.50	98.61	147,916.62	4.91	411.98	.89
150,000.00		Total FHLMC Fixed Rate Agency		147,449.50		147,916.62	4.91	411.98	.89
FNMA Fixed Rate Agency									
200,000	3136G1V89	FANNIE MAE 1.05% Due 09/30/2016	100.01	200,025.00	100.24	200,488.00	6.65	525.00	1.05
200,000.00		Total FNMA Fixed Rate Agency		200,025.00		200,488.00	6.65	525.00	1.05
		Total Fixed Rate Agency		497,424.50		497,354.62	16.50	988.54	1.03
Step Coupon Agency									
FNMA Step Coupon Agency									
200,000	3136G1NY1	FANNIE MAE 1% Due 06/27/2018	99.74	199,475.00	100.00	200,000.00	6.64	16.67	1.00
200,000.00		Total FNMA Step Coupon Agency		199,475.00		200,000.00	6.64	16.67	1.00
		Total Step Coupon Agency		199,475.00		200,000.00	6.64	16.67	1.00
		Total Agency Bonds		696,899.50		697,354.62	23.14	1,005.21	1.02
Mortgage Bonds									
Adjustable Rate Mortgages									
FNMA - Adjustable Rate Mortgages									
187,117.02	3138XMRB8	FN AV9481 2.075% Due 07/01/2043	103.56	193,783.06	103.41	193,489.48	6.42	312.77	2.01
187,117.02		Total FNMA - Adjustable Rate Mortgages		193,783.06		193,489.48	6.42	312.77	2.01
GNMA - Adjustable Rate Mortgages									
199,793.66	36225CX92	G2 80703 1.625% Due 06/20/2033	103.13	206,037.22	103.88	207,546.05	6.89	261.54	1.36
192,968.82	36225C4B9	G2 80817 1.625% Due 01/20/2034	103.34	199,421.22	103.52	199,761.32	6.63	252.60	1.57
200,341.71	36225EN40	G2 82210 1.625% Due 11/20/2038	102.75	205,851.10	103.29	206,930.55	6.87	262.25	1.57
184,779.66	36225EQ47	G2 82274 1.625% Due 01/20/2039	102.62	189,630.12	103.88	191,943.57	6.37	241.88	1.56
174,222.83	36225EUG5	G2 82382 1.625% Due 09/20/2039	102.69	178,905.07	103.83	180,890.34	6.00	228.06	1.57
170,093.68	36225EVG4	G2 82414 4% Due 10/20/2039	103.81	176,578.50	103.26	175,633.97	5.83	548.08	3.87
1,122,200.38		Total GNMA - Adjustable Rate Mortgages		1,158,423.23		1,162,705.80	38.58	1,794.41	1.92
		Total Adjustable Rate Mortgages		1,350,206.29		1,356,195.28	45.01	2,107.18	1.93
		Total Mortgage Bonds		1,350,206.29		1,356,195.28	45.01	2,107.18	1.93
Small Business Administration Bonds									
Adjustable Rate - SBAs									
Prime Rate									
51,240.24	83164KRQ8	SBA508595 2.575% Due 04/25/2018	101.75	52,136.95	101.68	52,099.84	1.73	220.87	2.53
188,365.21	83164KNU3	SBA508503 2.575% Due 12/25/2024	105.69	199,078.48	105.97	199,611.55	6.62	797.74	2.43
208,971.88	83164JF50	SBA507388 1.75% Due 10/25/2030	104.13	217,591.98	104.83	219,061.67	7.27	600.69	1.67
448,577.33		Total Prime Rate		468,807.41		470,773.06	15.62	1,619.30	2.09
		Total Adjustable Rate - SBAs		468,807.41		470,773.06	15.62	1,619.30	2.09

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 06/30/2014

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Total Small Business Administration Bonds				468,807.41		470,773.06	15.62	1,619.30	2.09
Treasury Bonds									
Treasury Inflation Protected Security									
100,000	912828DH0	TSY INFL IX N/B 1.625% Due 01/15/2015	126.16	126,160.50	126.28	126,277.73	4.19	925.08	1.29
100,000	912828MY3	TSY INFL IX N/B 0.5% Due 04/15/2015	110.15	110,147.12	111.02	111,018.08	3.68	113.55	.45
Total Treasury Inflation Protected Security				236,307.62		237,295.81	7.87	1,038.63	.90
Total Treasury Bonds				236,307.62		237,295.81	7.87	1,038.63	.90
Total Bonds				2,762,220.82		2,761,618.77	91.64	5,770.32	1.64
Total Portfolio				2,999,598.91		3,008,996.86			
Paydown Receivable				4,395.05		4,395.05			
Interest Accrued				5,770.32		5,770.32			
Dividends Accrued				0.00		0.00			
Total Portfolio with Accruals & Receivables				3,009,764.28		3,019,162.23			

The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).

Members Present: Petty, Thurow , Sloan

Absent: none

Others Present: M. Palm, E. Geick, C. Giese, M. Reitz

Call to Order –Ald. Petty called the meeting to order at 6:30 p.m. noting compliance with the Open Meeting Law. Moved by Thurow seconded by Sloan to adopt the agenda. Motion carried, unanimously. Moved by Sloan, second by Thurow to approve the minutes of June 24, 2014. Motion carried.

Accounts Payable – Moved by Sloan, second by Thurow to recommend Council approval of the accounts payable for \$452,020.71. Motion carried unanimously.

Air Conditioning Replacement

The Committee reviewed options for replacing or repairing the air conditioning in the Council Chambers which is original equipment to the building. The Committee reasoned that the building will have future use either by the City or some other entity which makes it worthwhile to replace the unit. The item is not budgeted and several projects that were planned will be put off until next year. Moved by Thurow, seconded by Sloan and carried unanimously to recommend replacing the air conditioner in the Council Chambers and reappropriate funds within the Clerk and City Hall maintenance budgets.

Committee Comments – none.

Adjournment – Moved by Thurow, second by Sloan to adjourn. Motion carried, meeting adjourned at 6:37 p.m.

Respectfully submitted,
Cheryl Giese, City Clerk/Finance Director

Present: Ellington, Alt

Absent: Robkin

Absent: none

Also Present: Clerk Giese, Atty Reitz, Chief Schauf, Adm Geick, Mayor Palm, Melanie Sigg, Steve Pribbenow, Robert Wiederhouse

In the absence of Chairman Robkin, the meeting was called to order by Ald. Ellington at noon, noting compliance with the Open Meetings law.

Moved by Alt, seconded by Ellington and carried to approve the minutes of 6-16-14. Motion by Alt, seconded by Ellington to approve the agenda and carried unanimously.

Airport Operations: Giese gave a report of airport activities including tree removal plans, hangar road reconstruction and land use zoning overlay creation. No action taken.

Electrician License -- Giese reported that the State law had changed several years ago, reversing local ability to license electricians. Therefore this ordinance repeals the section of code that requires electrical municipal licenses. Moved by Alt/Ellington to repeal 16.04 (2) to (7) and carried unanimously and recommend to Council for action.

The Committee recessed to wait for the City Attorney to arrive. Upon the City Attorney's arrival, the Committee resumed the meeting.

Quadricycle ordinance – Attorney Reitz reported that the State has recently created the possibility of commercial quadricycles and beer consumption. Alcohol sales are not allowed, but passengers are allowed to consume their own beer while on the quadricycle. Questions arose as to traffic laws and was answered that they have a slow moving vehicle sign and obey all traffic regulations. The League of WI Municipalities opined that communities are not able to regulate where they go within the City. The options are to allow with or without alcohol consumption, or ban. The law is recent so all communities will need to take action on this item for their community. Moved by Alt, seconded by Ellington prohibit alcohol consumption on a commercial quadricycle and recommend to Council for action.

Disability Commission – Atty Reitz presented a draft ordinance establishing a Disability Commission and presented information from a recent seminar he attended that cautioned the Committee from creating the Commission on the basis that they may not seem committed to improving ADA infrastructure or abating existing problems. Steven Pribbenow cited examples of communities giving excuses for non-compliance that are really non-excuses. Baraboo in the past has been pro-active and worked well toward improving ADA infrastructure. He further stated that the biggest complaints are facilities that have been allowed to open and be used without being ADA accessible. Adm. Geick clarified that there are no unanswered complaints currently. Pribbenow disagreed and gave examples of the dog park, civic center and other parks built since 1993 that have not been made ADA compliant. Alt spoke that infrastructure is part of the planning process and ADA issues can be dealt with as part of the goal setting that the Council prepares and prioritizes. He feels that there is not a need for another commission. Pribbenow intended that the Commission would be advisory and collect information from the 1993 transition plan that was not addressed. Ellington spoke against the Commission as well, stating that there is already a direct process for people to bring their concerns to the City without channeling through a committee. Moved by Alt, seconded by Ellington to dismiss the creation of a disability commission from further consideration and carried unanimously.

Closed Session – Moved by Alt, seconded by Ellington and carried unanimously to adjourn to closed session per 19.85(1)(f) for considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. (Operator License application)

Open Session

Moved by Ellington, seconded by Alt and carried to reconvene into open session per State Statute 19.84(2). Moved by Alt, seconded by Ellington and carried to grant a conditional license to Melanie Sigg.

Member Comments: The next meeting will be Monday, August 4, 2014 at noon.

Moved by Alt, seconded by Ellington and carried to adjourn.

Cheryl Giese
Clerk-Finance Director

Members present: Phil Wedekind, Andrea Lombard, Scott VonAsten, Cheryl Giese, Tom Geimer, Tom Kolb, Becky
Members Absent: Becky Demars
Others Present: Ed Geick, David Armstrong, Tim Stieve, Kathy Schauf, Shawna Bongard, Thomas Pinion, Marty Krueger, Pamela Kohlmeier, Mike Palm, Assistant Dean Tom Neal, Interim Dean Ken Grant

Certification of compliance with the open meeting law. **Motion by Kolb , second by Geimer , to adopt the agenda. Motion carried.**

Motion by Lombard, second by Kolb to approve the minutes of the prior meeting. Motion carried.

Public Comment None.

Communications None.

Financial Report and Bills **Motion by Kolb , second by Lombard to pay the bills. Motion carried.**

Facilities and Maintenance Report(s) David Armstrong will prepare a five-year capital plan for maintenance and repairs at the campus.

2015 Budget Request to City and County

Discussion centered around prior year's budget request(s) of \$80,000 in annual operating expense and anticipated increases for campus expansion (\$10,000 / owner); and signage and utility reimbursement (\$25,000 / owner). **Motion by Lombard, second by Kolb to approve the funding request from both the City and the County for 2015 for \$115,000 each, exclusive of funding for Science facility. Motion carried.**

Consideration of a resolution Authorizing The University Of Wisconsin Baraboo/Sauk County Campus Commission To Enter Into A Contract With A General Contractor For The Construction Of A Science Facility, Remodeling Existing Structures, And Overseeing Construction Activities. **Motion by VonAsten, second by Lombard to approve a resolution Authorizing The University Of Wisconsin Baraboo/Sauk County Campus Commission To Enter Into A Contract With A General Contractor For The Construction Of A Science Facility, Remodeling Existing Structures, And Overseeing Construction Activities. Motion carried.**

Deans Report Ken Grant, Interim Dean spoke regarding transitions and ongoing projects.

Upcoming meeting(s):

July 17, 2014 Regular Campus Commission meeting.
July 31, 2014 Bid opening (2:00 p.m.; and Special Building Committee meeting 3:00 p.m. to review bid adds and deducts.
August 8, 2014 Special meeting to award contract for construction of the Science Facility.

Motion by Kolb, second by Geimer to adjourn. Motion carried.

Respectfully submitted;

Kathryn A. Schauf
Administrative Coordinator