

# AGENDA FOR THE CITY OF BARABOO PUBLIC SAFETY COMMITTEE

Members noticed must notify Committee Chairman  
Wedekind at least 24 hours before the meeting if they will  
not be able to attend.

**Date and Time:** Monday, October 27, 2014, 1:00 P.M.  
**Location:** City Services Center - 450 Roundhouse Court, Baraboo, Wisconsin  
**Members Noticed:** Phil Wedekind, Tom Kolb, Michael Plautz  
**Others Noticed:** Administrator E. Geick, Mayor M. Palm, City Attorney M. Reitz, Police Chief M. Schauf, Fire Chief K. Stieve, T. Pinion, R. Koss, W. Peterson, E. Robkin, Media, and Library.

## 1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of August 25, 2014 Public Safety Committee meeting.

## 2. New Business

- a. Review and approve State-Municipal Agreement for a State Let Local Bridge Project for the Moore Street Bridge deck rehabilitation project.
- b. Consider repealing Ordinance #2301 that imposed a No Parking restriction on the north side of 15<sup>th</sup> Street between Tuttle Street and East Street.
- c. Request for street lights on Waldo Street between South Blvd and Parkside Avenue.
- d. Request for a street light in the alley behind 1160 2<sup>nd</sup> Street.
- e. Review and approve Conveyance of Easement Rights to the WDOT for a small portion of an existing utility easement, lying between Teel Court and the westerly line of Gateway Business Park, located within the new US Hwy 12 Bypass Right of Way.
- f. Review and recommendation to grant a transmission line easement to ATC over city-owned property on the southwest corner of CTH W (South Blvd) and Commerce Parkway to facilitate the relocation of their existing transmission line in conjunction with the US Hwy 12 Bypass Project.
- g. Review Proposals for Engineering Services for the Well #6 Rehab project and recommendation to award a contract.
- h. Review Proposals for replacement of the Motor Control Center (MCC) for Well #6 and recommendation to award a contract.
- i. Review Proposals for Engineering Services for the Mine Street Water Tower Rehab project and recommendation to award a contract.
- j. Review and approve purchase of a 2014 cargo van for Water Utility.
- k. Review and recommendation on Towing Contract for the 2014-2015 Winter Season
- l. Review and approval of Mutual Aid Agreement with Portage Fire Department.
- m. Review and recommendation on proposed revisions to the Baraboo Fire Department's Equipment Replacement Schedule.

## 3. Reports

- a. Utility Superintendent's Report
- b. Street Superintendent's Report
- c. Police Chief's Report
- d. Fire Chief's Report

## 4. Adjournment

Phil Wedekind, Chairperson

Agenda Prepared by Kris Jackson  
Agenda Posted by Kris Jackson October 23, 2014

**PLEASE TAKE NOTICE** that any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk (135 Fourth Street or phone 355-2700) during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

It is possible that members of and possibly a quorum of members of other governmental bodies of the City of Baraboo, who are not members of the above Council, committee, commission, or board, may be in attendance at the above stated meeting to gather information. However, no formal action will be taken by any governmental body at the above stated meeting, **other than the Council, committee, commission, or board identified in the caption of this notice.**

**FOR INFORMATION ONLY, NOT TO BE PUBLISHED**

## Minutes of the Public Safety Committee Meeting – August 25, 2015

**Members Present:** Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Mayor Palm, Engineer Pinion, Wade Peterson, Chief M. Schauf, Chief Stieve, and Bob Koss.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at the City Service Building, 450 Roundhouse Court, Baraboo, Wisconsin. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted and by voice vote, the motion carried. It was moved by Kolb, seconded by Plautz to approve the minutes of the July 21, 2014 meeting. By voice vote the motion carried.

### New Business

- a. Review and approval Water Utility's revised Bill Policy. – Peterson said that the Clerk's office asked for a few changes to be made to the policy that the Committee approved earlier; therefore, a few words were changed to make the policy more clear. The changes were just clarification for payment made versus payment received. Peterson said that payment have to be receipted by the 20<sup>th</sup>, and if not a late penalty will be imposed. Kolb asked why the 20<sup>th</sup> was such a big deal. Peterson stated that because there are a certain numbers of days that the City has to give citizens prior to physically disconnecting them. Kolb stated is disagreement with this. Peterson said that he could get something in the paper to clarify this policy. It was moved by Wedekind, seconded by Plautz to recommend approval of the revised Bill Policy. The motion carried 2 to 1, Kolb voting no.
- b. Review and approval of North Central Wisconsin Stormwater Coalition (NCWSC) Cooperative Agreement. – Pinion said that this policy is more housekeeping. The City is one of 12 communities that discharge into the Wisconsin River Watershed that have a population in excess of 10,000 and it was agreement that the City should join the group. Kolb asked if the attorney has reviewed this and Pinion answered in the affirmative. It was moved by Kolb, seconded by Mike to recommend approval of North Central Wisconsin Stormwater Coalition Agreement. Motion carried unanimously.
- c. Discussion concerning increased traffic on Quarry Street as a result of the South Blvd. reconstruction project and the need for additional signage at its intersection with Maple Street. – Pinion said with the South Blvd. Construction there is increased traffic on Quarry Street. He said early in the construction citizens were concerned regarding safety issues. He went on to say that Chief Schauf has also looked at this and as one is looking at the topography traffic is coming up a steep hill and Maple Street is right at the top of the hill. He said that this would not be a good place to install a stop sign. It was stated that this is a three-way intersection. Pinion felt that the better place for signage, if warranted, would be at the next intersection, it would give a long leeway of visibility in both directions and it is a stopped controlled intersection. Pinion said that he consulted with Chief Schauf and it is felt that additional stop signage or intersection control is warranted in this condition. Kolb asked where the orange "slow down" signs come from. Schauf said that those are from the Sheriff as part of his re-election campaign. Kolb asked if a couple of those signs could be placed on Quarry as one is coming up the hill on both sides. Schauf said that his concern is that as soon as someone sees one of those signs they wonder where they came from and then everyone wants one and places them up. Koss asked if he could install "slow construction" signs there, because he feels that if the signs from the Sheriff were put up it could be felt that the City is endorsing Chip Meister. It was the consensus of the Committee that Koss would install black and orange "slow" signs up temporarily until the South Blvd. project is complete.
- d. Review and approval of salt purchase for the 2014/2015 winter season . – Koss said that he received notification from North American Salt that the jumped the price of salt from \$67.00/ton to \$112.00/ton. He went on to say that he went through Cargill and Morton; however, they would not even give him a price because they are too swamped with orders. He feels this is just a ploy to get more money. He said that Columbia County will sell it to the City for \$88.70/ton, and we would still have to haul it from Wyocena. He said that the City use to get the salt from Columbia County and haul from Wyocena until North American salt came in cheaper. He said that approximately \$167,000 per year is spent on salt and sand and he would like to keep the number the same, which means about 1200 tons (\$110,000) will be salt, the remainder will be sand/salt mixture, (2,000/tons). He said he will have enough salt to keep the mains and worst hills the entire winter season, but the secondary streets will be mostly sand.
- e. Request by Jim Greenwood to repair alley between 7<sup>th</sup> and 8<sup>th</sup> Avenues, from Broadway to Oak Street. Pinion said that Greenwood owns the property on the south side of the alley directly opposite the Community First Bank. He said that alley was done a few years back and there is a birdbath that has developed over the last couple of years and Mr. Green would like that to be repairs. He said that this is a significant enough patch that it would require repaving about 60 feet of the alley; therefore, he felt it would be best to bring it to the Committee. Pinion said that there is a contract issued every year for paving, Gasser is the perspective contractor this year and if the Committee would like this done, Gasser will do it as part of their patches. Pinion said that there is money in the budget for alley repairs and then for general patching. Pinion was directed to get a cost associated with this patching and bring it back to the August meeting.
- f. Request by Mary Sauer for consideration of special payment arrangements for her refuse and recycling carts due to a financial hardship situation. Pinion said that of the course of putting the automated cart collection program in full swing, some people ordered them and paid for them and the rest were invoiced. He said during the midst of this Ms. Sauer has requested for consideration or relief for the cost of the carts. Because she didn't respond or order carts ahead of time, two carts were delivered to her residence and she was invoiced \$101.00 and she is indicating that she simply does not have the ability to pay. Pinion said that the City does not have anything hard and fast in terms of rules of how one qualifies and if they do qualify, what type of relief they can get. Wedekind said that this is something that has to be looked at very closely; however, he feels that there are some options that could be done. Sauer asked what she is suppose to do with the carts when she sells her home, because it is for sale. Wedekind said that the carts stay with the house; however, Pinion said that if she purchases the carts then she can take them with her wherever she goes. Wedekind felt that it could be written that they would be paid for when the house is sold and asked Geick if this would be logically. Geick said because the City doesn't have legal means other than billing it and placing it on the tax roll as a special

charge. Sauer stated that she didn't want any more placed on her tax roll. Kolb feels that a policy needs to be made and cannot be made on an individual basis. Pinion said that out of the 3500 households that the City has for refuse and recycling collection, this is the first such request and there is approximately 800 property owners left to pay. Jackson said that there have been three other households that have sent in partial payments toward their invoices. It was decided that some type of policy would be worked on and brought back to the next meeting.

### **Reports**

- a. **Utility Superintendent's Report** – Peterson said that he has started his 2015 budgets. He said that Hilltop apartments at the top of Martin Street has four building with two apartments in each, there is a two-inch service that feeds all four of the unit which blew out at the end of January. He said that the Utility was unable to get to the curb stop; therefore, they had to go up there, dig it up and fix the curb stop. The property owner has been sent several messages, bills and he has still not repaired it. He said that all eight units are currently fed off a fire hydrant. He said that about two weeks ago he sent the property owner a letter stating that this was the end of that and on August 4, if he has not got arrangement to have this fixed, the fire hydrant would be shut off. He said that this week he will also be sending letters to all the tenants informing them that he has not seen any action from the landlord and as of this date service will be disconnected from the fire hydrant. Pinion said that this is an interesting situation because they can't pinpoint exactly where the leak is, so the worst case is going to be a couple hundred feet of pavement with some curb so the property owner was told that the City wanted a \$5,000 bond and that is what caused him to step back. Peterson said that the owner did put a claim in with his insurance company and it was denied. Peterson said that the water had to run all winter long or the hydrant would have frozen. He said that they created a separate bill for it and he has been billed and has never paid a single one, but he never does all the regular bills for the apartments always go on the tax roll.
- b. **Street Superintendent's Report** – Pinion said that South Blvd. is going good and Amber Wilkinson, the intern hired is doing an excellent job communicating with the affected businesses. He said Warren Mohar, Construction Manager has volunteered every other Wednesday evening for an informational session for the businesses. Wedekind asked why the gravel is piled in the parking lot. Peterson said that is some of the base rock for Mine Road project.
- c. **Police Chief's Report** – Chief Schauf said the department is wrapping up the planning for the Circus Parade and will be ready for that next week. He said they are hoping for crowds 10,000 plus. Kolb asked if they are bussing people in for the event. Schauf said that there are three locations, the old Isenbergs, old Sears lot, and also the Circus World Museum parking lot. They are using the Bar Buddies bus to shuttle people in. Plautz asked if people were allowed to put out chairs and Schauf said that it is a public boulevard and couldn't promise that their chair would still be there.
- d. **Fire Chief's Report** – Chief Stieve said that the department lost another member June 1<sup>st</sup>; they just didn't have enough time. He said that he will be running a hiring process this week, the physical ability test on be Wednesday afternoon. He said that he started with 8 or 10 applications, but upon contacting them, they don't get back to him; therefore, he is down to five or six. He said the roster at this time is at 38. Kolb asked what the optimum number was and Stieve said that he is budgeted for 43. He said that there a couple applicants that are trained firefighters already, he said that he is taking a position description change, some language as far as their residency upon hire is the 15 mile rule. Wedekind asked how many firefighters were in training at this time. Stieve stated that that he started out with 11 and a couple of them were trained when they came and just finished probation. He said that he has five orange helmets, but they will be moving to a black helmet with an orange shield. He said that they are certified Firefighter 1 already, but there is an orientation program that is always a work in progress as far as what skills he wants them to do, and an evaluation sheet was just built where the firefighters are tested out on the skills in the book currently. Stieve then explained the significance of each colored helmet.

**ADJOURNMENT** – Kolb moved, Plautz seconded to adjourn the meeting at 1:43 pm. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

# MEMORANDUM

City of Baraboo

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Date: October 22, 2014  
To: Public Safety Committee  
From: Tom Pinion  
Re: Background for October 27<sup>th</sup> Meeting

## New Business:

**Item A.** I recently submitted an application to the WDOT's Local Bridge Program to repair the deck on the Moore Street. The project was approved by the WDOT and attached is the WDOT's Standard SMA for these types of projects. The program provides 80% funding but the City is entirely responsible for the design of the project. I will be issuing an RFP for Design Services in the next couple of weeks. The Design is part of the 2014 Budget.

**Items B.** In 2008, the City proposed new sidewalks on 15<sup>th</sup> Street, between Tuttle Street and East Street. That project did not proceed so parking was reportedly restricted on the north side of 15th Street to provide a "safe haven" of sorts for pedestrians on that street and Ordinance #2301 was subsequently passed in April 2009. Since new sidewalks were installed this year, several residents on that corridor have requested that the parking restriction be eliminated.

**Items C and D.** We have received a couple of requests for street lights and I have asked Alliant for a cost estimate for these two areas but have yet to receive anything from them. The first request is in an alley and I don't believe there are many instances where street lights are provided in alleys. The second is along a partially developed street and although the street does have sidewalk along the westerly side, the only existing street light is on the corner of Waldo and Quarry. Without knowing the cost for new street lights, it's difficult to make a recommendation so I suggest we table these two items until we know the full fiscal impact of these requests.

**Item E.** The WDOT recently acquired the right-of-way for the new US Hwy 12 bypass project. A portion of the land they acquired includes a "sliver" of land upon which the City has a utility easement. The WDOT's standard approach is to have new right-of-way free and clear of all existing easements so they are asking the City to convey our easement rights within their new right-of-way. Wade and I have reviewed the matter and have no objection to conveying the easement rights, which are shown on the attached excerpts from the right-of-way plat. This conveyance will not jeopardize our ability to extend utilities to (or through) the US Hwy 12 Bypass right-of-way for future development of lands west of the Bypass.

**Item F.** As part of the US Hwy 12 Bypass project, ATC needs to relocate their existing transmission line along CTH W. They would like an easement along the south side of the CTH W (South Blvd) right-of-way west of Commerce Parkway, which includes lands owned by the City of Baraboo - a storm water management facility (detention basin) for part of Gateway Business Park. ATC is willing to compensate the City for the easement and is offering the same price per sq ft as the WDOT offered for similar interest in that property. The easement will not adversely affect the intended use of the property.

Have a great weekend and I will see you on Monday!



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL BRIDGE  
PROJECT**

**Program Name: Local Bridge  
Sub-program #: 205**

Date: August 26, 2014  
I.D.: 5678-00-02/72  
Road Name: Moore Street  
Bridge ID: P-56-0066  
Location: CNW RR Bridge  
Limits: Carpenter Street to Deppe Street  
County: Sauk  
Project Length: 336 feet  
Facility Owner: City of Baraboo  
Project Sponsor: City of Baraboo

The signatory, City of Baraboo, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility - Describe and give reason for request:** Existing bridge P-56-0066 is a 3-span structure crossing the CNW RR with a clear width of 37' and length of 136'. There is existing sidewalk but no bicycle accommodations. The bridge was constructed in 1983. It has a sufficiency rating of 61.7 and is Functionally Obsolete. Requesting rehabilitation of the bridge due to various structural deficiencies of the bridge deck, piers and abutments.

**Proposed Improvement - Nature of work:** A bridge rehabilitation for a deck overlay is proposed. The rehabilitated bridge will be a 3-span structure having a clear width of 37' and length of 136'. There will be sidewalk. The proposed length of approach work is 200', with a total project length of approximately 336'. This bridge rehabilitation will correct all known deficiencies.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:  
**None**

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project design and design oversight costs are funded with 100% Municipal Funding. Construction costs are 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2016. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and within final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>ID 5678-00-02</b>					
Design - State Review	\$20,000	\$0	0%	\$20,000	100%
<b>ID 5678-00-72</b>					
Participating Construction	\$193,000	\$154,400	80%	\$38,600	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review - Delivery	\$29,000	\$23,200	80%	\$5,800	20%
<b>Total Est. Cost Distribution</b>	<b>\$242,000</b>	<b>\$177,600</b>	<b>N/A</b>	<b>\$64,400</b>	<b>N/A</b>

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Baraboo: (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
  - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal/State financing will be limited to participation in the costs of the following items, as applicable to the project:

- k. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- l. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - m. Storm sewer mains necessary for the surface water drainage.
  - n. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - o. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - p. Signing and pavement marking.
  - q. New installations or alteration of street lighting and traffic signals or devices.
  - r. Landscaping.
  - s. Management Consultant and State Review Services for construction project ID# 5678-00-72.
4. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
5. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

6. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards.
  - h. Real estate for the improvement.
8. For bridge rehabilitation projects, TRANS 213 (2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
- a. The rehabilitation would be cost effective,
  - b. It would extend the life of the bridge by at least ten years, and
  - c. It would correct all deficiencies.

Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement. **Bridge Rehabilitation Report Approved by WisDOT: September 30, 2013.**

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
15. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
  - j. Preliminary Engineering and design, including state review and oversight: Project ID# 5678-00-02.
18. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
  - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
  - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
  - e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

**LEGAL RELATIONSHIPS:**

- 19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
23. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

24. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
  - a. ID 5678-00-02: Design is funded with 100% Municipality funding. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities.
  - b. ID 5678-00-72: Construction costs for participating construction items, including state review and delivery activities, are funded with 80% federal/state funding, when the Municipality agrees to provide the remaining 20%. Any non-participating construction items will be 100% funded by the Municipality.

**[End of Document]**

TRANSPORTATION PROJECT PLAT NO: 1674-00-23-4.03 AMENDMENT NO. 1

NE-SE TOWN OF BARABOO

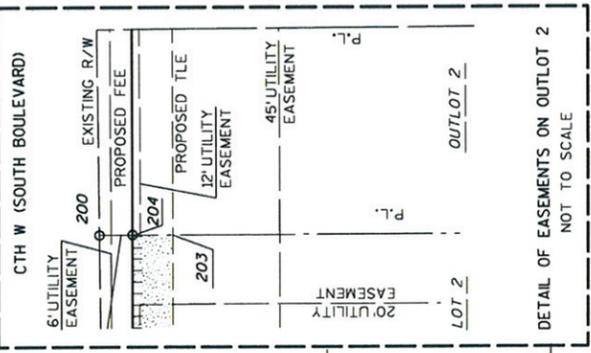
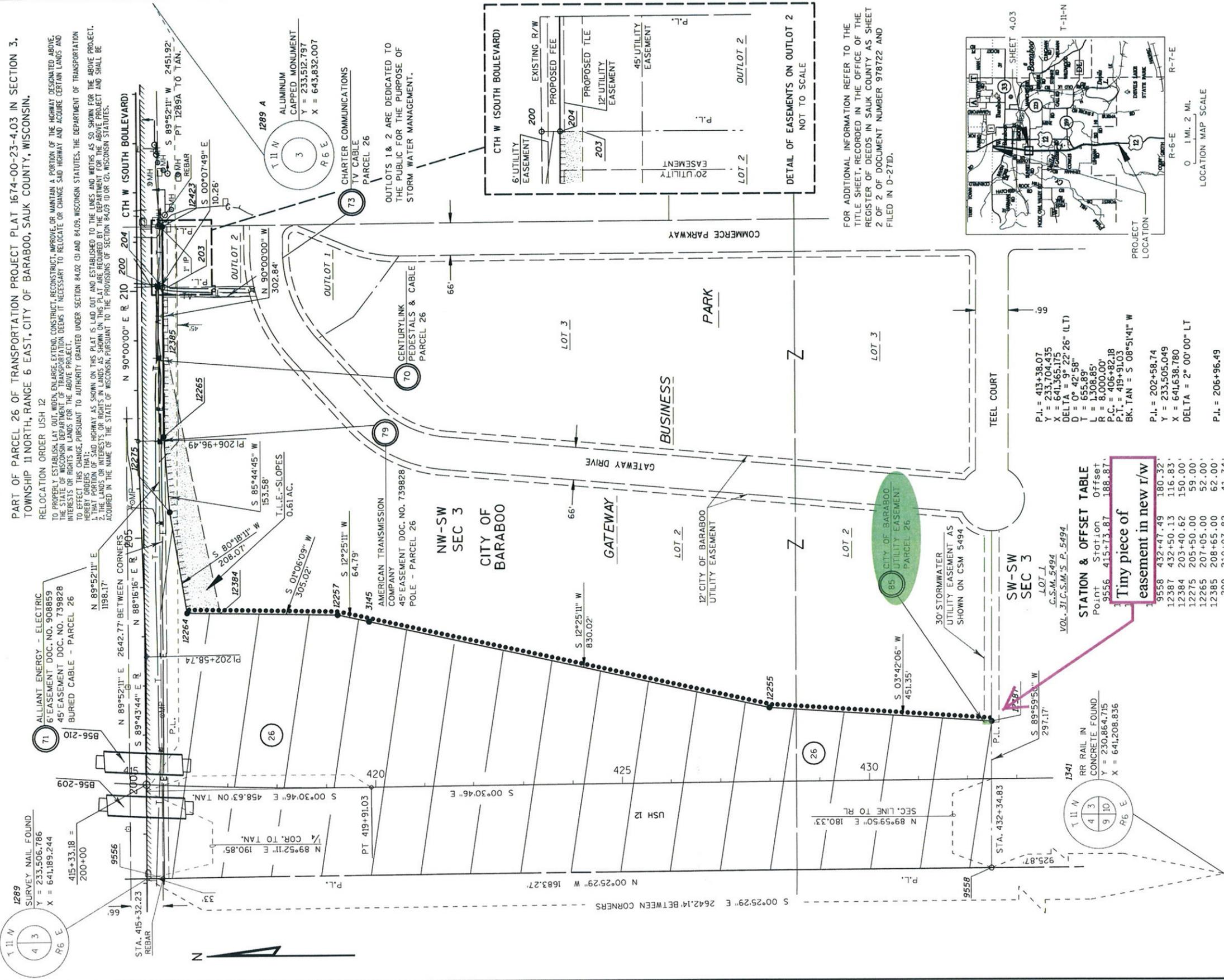
LAKE DELTON - SAUK CITY ROAD (TERRYTOWN ROAD - SKIHIROAD) SAUK COUNTY

THIS AMENDMENT ADDS UTILITY PARCEL NUMBER 79 TO TRANSPORTATION PROJECT PLAT 1674-00-23-4.03, RECORDED AS DOCUMENT #1020598 AND FILED IN D-278E IN THE OFFICE OF THE REGISTER OF DEEDS IN SAUK COUNTY.

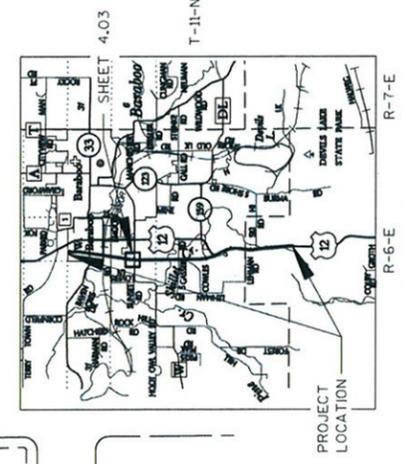
PART OF PARCEL 26 OF TRANSPORTATION PROJECT PLAT 1674-00-23-4.03 IN SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

RELOCATION ORDER USH 12 TO PROPERLY ESTABLISH LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESCRIBED ABOVE. THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.02 (3) AND 84.09, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY CERTIFIES THAT THE PROJECT DESCRIBED ABOVE IS A PUBLIC USE PROJECT AND THAT THE PROJECT IS NECESSARY TO IMPROVE SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAD OUT AND ESTABLISHED TO THE LINES AND MOTHS AS SO SHOWN FOR THE ABOVE PROJECT. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (3) OR (2), WISCONSIN STATUTES.



FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN SAUK COUNTY AS SHEET 2 OF 2 OF DOCUMENT NUMBER 978722 AND FILED IN D-271D.



STATION & OFFSET TABLE
Point Station Offset
9556 415+73.87 188.87
9558 432+47.49 180.32
12387 432+50.13 116.83
12384 203+40.62 150.00
12275 205+50.00 59.00
12265 207+05.00 52.00
12385 208+65.00 62.00
200 210+07.82 41.74
204 210+07.83 52.00
203 210+07.86 62.00

Tiny piece of easement in new i/w

EXISTING R/W ON CTH W (SOUTH BOULEVARD) IS VARIABLE AND IS BASED ON VARIOUS CERTIFIED SURVEY MAPS, PLATS OF SURVEY, ALTA LAND TITLE SURVEYS, AND FOUND IRONS. SOME SURVEYS SHOW THE EXISTING R/W BASED ON 66 FEET CENTERED ON THE EXISTING CENTERLINE, WHILE OTHER SURVEYS SHOW THE R/W AS 66 FEET CENTERED ON THE EAST - WEST QUARTER LINE OF SECTIONS 3 AND 4.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY, AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTEREST TO D.O.T. ALL AREAS SHOWN IN ACRES UNLESS OTHERWISE NOTED.

Table with columns: PARCEL NUMBER, OWNER(S), INTEREST REQUIRED, R/W ACRES REQUIRED, NEW ACRES, EXISTING ACRES, TLE ACRES, PLE ACRES, HE ACRES. Includes entries for parcels 26, 70, 71, 73, 79, and 85.



THOMAS J. HANSEN REGISTERED LAND SURVEYOR. HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE DEPARTMENT I HAVE SURVEYED AND MAPPED TRANSPORTATION PROJECT PLAT 1674-00-23-4.03 AMENDMENT NO. 1 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.



RESERVED FOR REGISTER OF DEEDS PROJECT NUMBER 1674-00-23-4.03 AMENDMENT NO. 1. ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF THE REGISTER OF DEEDS IN SAUK COUNTY, WISCONSIN AT 1:50 P.M. ON MARCH 3, 2011 AS DOCUMENT #1027827 AND FILED IN D-279A. ORIGINAL SIGNED BY SAUK COUNTY R.O.D BRENT BAILEY

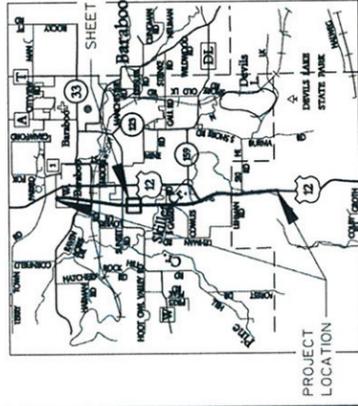
# TRANSPORTATION PROJECT PLAT NO: 1674-00-23 - 4.11

LAKE DELTON - SAUK CITY ROAD  
(TERRYTOWN ROAD - SKIHIROD) SAUK COUNTY  
PART OF LOT 1, C.S.M. 5494, LOCATED IN THE SW/4-SW/4 OF SECTION 3 T11N, R6E,  
CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

ADVANCED ACQUISITION  
RELOCATION ORDER USH 12

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

HEREBY ORDERS THAT:  
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS Laid OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.  
2. THAT LANDS AND INTERESTS IN SAID PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.



PROJECT LOCATION

LOCATION MAP SCALE  
0 1 MI. 2 MI.

POINT	STATION	OFFSET
1341	441+73.35	181.74'
9557	441+33.35	181.68'
12037	441+74.04	-0.00'
12251	440+49.99	-115.00'
12253	441+74.52	-125.44'
12254	432+74.99	-115.00'
12255	428+00.00	-150.00'
12256	425+00.00	179.18'
12388	441+34.50	-122.09'
261	425+00.00	-0.00'
12540	425+00.00	-220.48'

SURVEY NAIL FOUND  
Y = 233,506.786  
X = 641,189.244

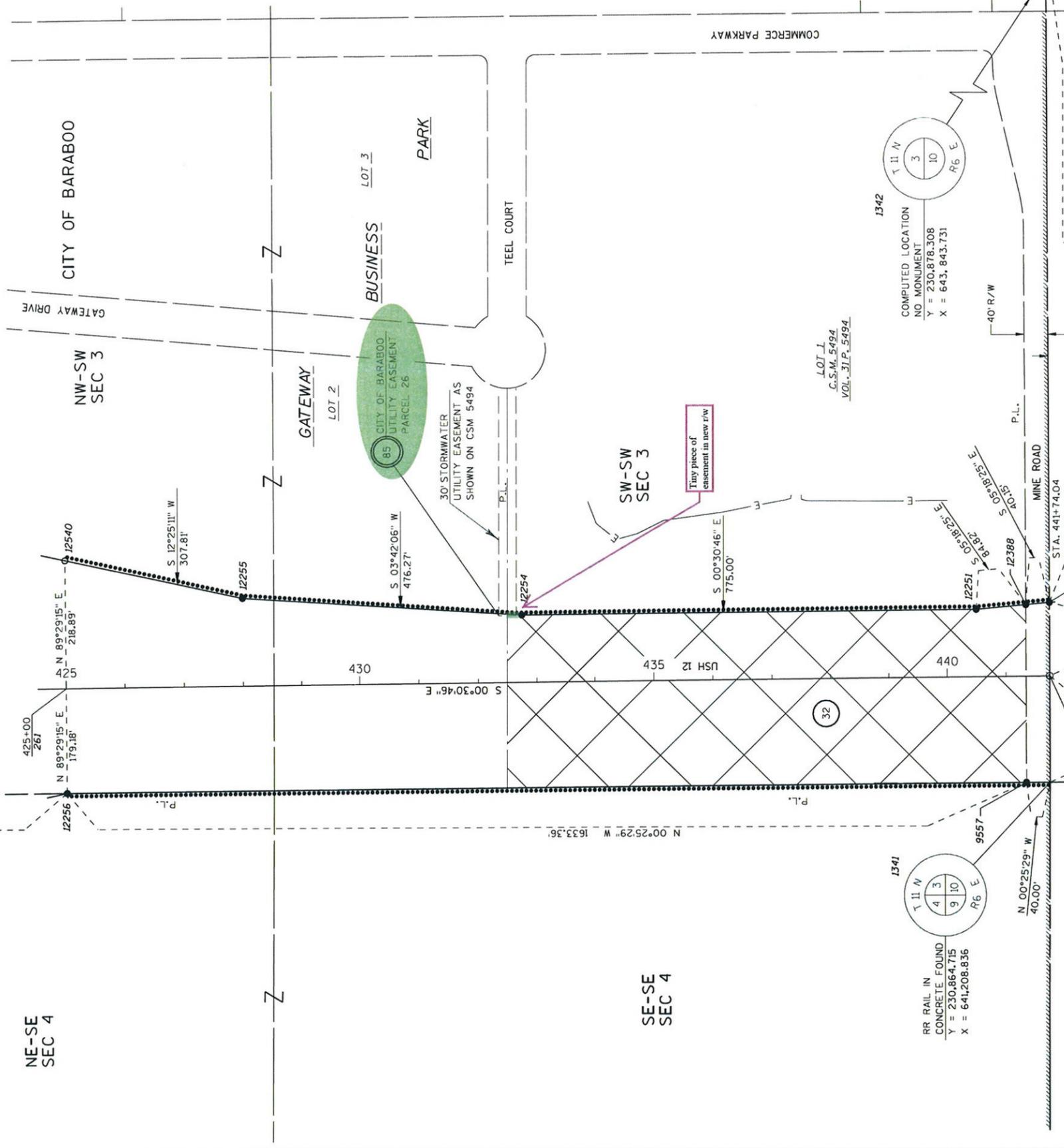
SCHEDULE OF LANDS & INTERESTS REQUIRED					
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED	EXISTING TOTAL ACRES	HE PLE AC.
32	RENEWAL I LLC		6.02	6.02	6.02
85	CITY OF BARABOO				
RELEASE OF RIGHTS					

EXISTING R/W ON MINE ROAD IS SHOWN AS 40 FEET NORTH OF THE SOUTH LINE OF THE SW/4 OF SECTION 3 PER CERTIFIED SURVEY MAP NUMBER 5494. LANDS ARE SHOWN SOUTH OF THE SOUTH LINE AS POTENTIAL FUTURE ROAD EXPANSION.

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, IN SAUK COUNTY AS SHEET 2 OF 2 OF DOCUMENT NUMBER 978722 AND FILED IN D-271D.

CITY OF BARABOO

NE-SE  
SEC 4



NE-NE  
9  
TOWN OF BARABOO

NW-NW  
10  
TOWN OF BARABOO

RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 1674-00-23-4.11

ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF THE REGISTER OF DEEDS IN SAUK COUNTY, WISCONSIN AT 1:00 P.M. ON NOV. 15, 2010 AS DOCUMENT #1020589 AND FILED IN D-2718F.

SIGNED BY BRENT BAILEY (SAUK COUNTY REGISTER OF DEEDS)

I, THOMAS J. HANSEN, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE DEPARTMENT, I HAVE SURVEYED AND MAPPED TRANSPORTATION PROJECT PLAT 1674-00-23-4.11 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

THOMAS J. HANSEN  
5-2033  
MADISON, WISCONSIN

DATE: AUGUST 19, 2010

AGENT FOR KL ENGINEERING, INC.  
R.L.S. NUMBER 2033

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

James R. Kuehn  
11/05/10  
DATE



SCALE, FEET  
0 100 200



VIA CERTIFIED MAIL: 7014-0510-0001-2988-2550

September 5, 2014

CITY OF BARABOO  
135 4<sup>TH</sup> STREET  
BARABOO, WI 53913

**RE: TRANSMISSION LINE EASEMENT; TRANSMISSION LINE PROJECT HIGHWAY 12  
BYPASS; ATC FILE NO. Y144-2**

Dear Representative:

American Transmission Company LLC (ATC) proposes to acquire a transmission line easement that affects your property in the City of Baraboo, Sauk County, Wisconsin. The easement is for the purpose of constructing, maintaining and operating an overhead transmission line across your property.

In accordance with statutory and administrative requirements, enclosed is a pamphlet prepared by the Wisconsin Department of Administration entitled **The Rights of Landowners Under Wisconsin Eminent Domain Law**. This pamphlet is intended to give you information about Wisconsin's eminent domain procedure, the condemnation process, and the rights of property owners. A pamphlet prepared by the Public Service Commission of Wisconsin under Wis. Admin. Code PSC § 113.0509 is also enclosed for your review.

Also enclosed are the names of other landowners involved, and a map showing all property affected by the project. You have the right, upon request, to examine any maps in the possession of the Company relating to this project, and may obtain copies of such maps from the Company.

Pursuant to Sections 32.06(2)(a) and (b) of the Wisconsin Statutes, you are entitled to receive two (2) appraisals addressing the easement rights which affect your property. In lieu of performing the first appraisal, ATC has based the offering price for the easement rights on a recent Wisconsin DOT Market Study and appraisal. The appraisal has been used to establish an offering price for the easement in the amount of \$13,800.00.

If you believe that ATC's offering price of \$13,800.00 is fair and reasonable and if you wish to dispense with the requirements for two appraisals, then ATC, upon receipt of the enclosed easement executed by you and properly notarized, together with the enclosed appraisal waiver and W-9 forms executed by you, will pay to you an additional payment of \$5,000.00.

We are also asking for a temporary permission to apply chemicals in the easement corridor for vegetation management purposes. This permission is voluntary and would only be valid for two (2) years after the construction of the new line. There is an additional payment of \$500.00 for this permission

By agreeing to and signing the easement, all waivers and the permission for temporary chemical use in the proposed easement area, the total amount of compensation offered at this time is \$19,300.00, as set forth on the enclosed payment summary sheet.

After you have had a chance to review these materials, please contact me at 715-218-0078 to schedule an appointment and to discuss any questions or concerns you may have regarding this project. Thank you for your consideration of this information.

Sincerely,

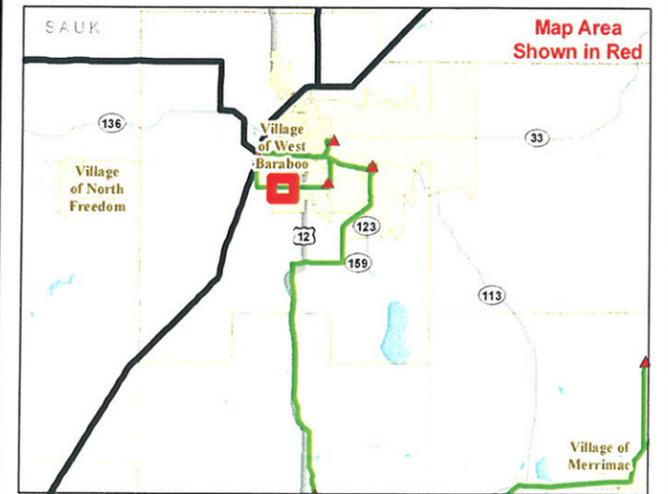


Haakon K. Hagemester  
Contract Real Estate Representative  
American Transmission Company, LLC

Enclosures:

Department of Administration pamphlet  
PSCW pamphlet  
Project Map  
Listing of other landowners  
Notice to Landowners  
Transmission Line Easement  
Appraisal Waiver Form  
Tree Disposition Agreement  
Temporary Chemical Permission  
Payment Summary Sheet  
Vegetation Management Brochure  
Return Envelope

# Y-75 / Y-144 HWY 12 Road Move Proposed Route



### Transmission Facilities

Transmission Sites		Transmission Lines	
▲ Substation	Tap/Switching Structure	69 kV Single Circuit Double Circuit	138 kV Single Circuit Double Circuit

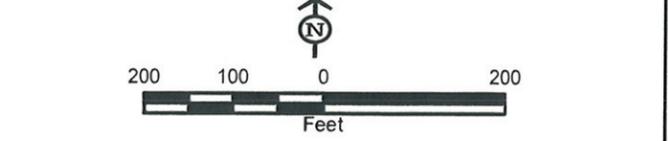
— Y-144 Reroute  
— Proposed DOT ROW

Township	Section	Open Water
City/Village/Town	County Boundary	Tax Parcel <small>With Owner Name</small>

✈ WI Airport     —+— Railroad     ~ River/Stream

The information presented in this map document is advisory and is intended for reference purposes only. American Transmission Company owned and operated facility locations are approximate.

Base Map Data Sources: ATC, WDNR, PSCW  
 Orthophotography: NAIP 2013  
 Wetlands: WDNR Digital Wetland Inventory  
 Tax Parcels: Sauk (2012)



7/9/2014





To: Public Safety Committee  
From: Utility Superintendent  
Re: Agenda October 2014

**Old Business:**

Utility Payment Deadline – At the last meeting you approved the Utility Payment Deadline. An Update on payments received online. If a customer makes a payment online on the deadline date, their account is credited that day and there is no late payment.

**New Business:**

Review/Recommend contract for Rehabilitating Well #4 to Municipal Well and Pump for \$12,460.  
Review/Recommend purchase of 2015 Water Utility Cargo Van from Glacier Valley Ford for \$25,846  
Review/Recommend contract for replacing the Motor Control Center (MCC) at Well #6 to LW Allen for \$53,232  
Review/Recommend contract for engineering services for the rehabilitation of Mine Street Water tower for a cost of \$28,073 to MSA Professional Services.

**Reports:**

*Well #6 Rehab* - Each of the 5 wells gets rehabilitated every 10 years. We are doing Well #6 at 9 years due to its past history. Budgeted amount is \$14,000. We received 4 quotes: Municipal Well & Pump (\$12,460), Layne (\$17,390), CTW (\$18,188), and Water Well Solutions (\$20,249)

*2015 Water Utility Van* – Our 2000 Ford Van will be going to Engineering for \$3,000 and the Utility set up quote request to 6 different dealers. We received 2 quotes. Baraboo Motors (2014 - \$20,000) and Glacier Valley Ford (2015 - \$25,846). The Baraboo Motors quote did not meet our specs. The budgeted amount was \$30,000.

*Well #6 Motor Control Center* – We set out 5 requests for quotes for replacing the MCC at Well #6. We received 2 quotes: LW Allen (\$53,232) and B & M Tech Services (\$55,563). The budgeted amount was \$70,000.

*Mine Street Water Tower* – In 2015 budget, we budgeted to rehabilitate the Mine Street Water Tower. In order to receive good, competitive bids we need to start the engineering design and bidding process in 2014. We received 3 quotes: MSA (\$28,073), Strand Associates (\$33,900) and Cedar Corp (\$37,250). We have \$35,000 budgeted in 2015.

*2015 Sanitary Sewer Budget* – There will be no requested increase in the sewer rates. The significant items are: main installation on Commerce Ct and a new conduit laid under new Hwy 12

for future sewer main. A reduction in the sewer main repairs and maintenance from \$65,000 to \$55,000. We will need to use \$6,000 out of O & M fund to balance budget.

*2015 Water Budget* – The Public Service Commission did grant our request for the 3% rate increase! Significant issue for budget: \$300,000 for rehabilitating Mine Street Water Tower, water main installation on Commerce Ct and installation of conduit piping under new Hwy 12 for future main. We will need to use \$65,000 from O & M fund to balance budget.

*Utility Payment Collections* – Right now the utilities collect all the bill payments to the City's Clerk Department. For the last few years we have been looking at ways the utilities can take over some of the collections. We could save the utilities some expense and utilize our staff. Our thought is to have all the mailed in payments come here to City Services Center.

*Wastewater Treatment Plant Personnel* – Ben Hall has resigned from the plant on Oct 10<sup>th</sup>. We advertised for the position and received 22 applications. Our plans are to interview the week of November 3<sup>rd</sup>.

PROPOSAL

Item Description

Price per Tow

Towing of any City of Baraboo owned Vehicle  
(Including Heavy Trucks)

\$ 0.

HEAVY TRUCKS 175.00 HR  
BLYSTONE TOWING

Towing of vehicle billed to private party.

\$ 6800 + 350 MILE

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc. to complete the specified work.

The Contractor understands that the City reserves the right to reject any or all Proposals and to waive any informalities in the process.

The Contractor agrees that this Proposal shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving Proposals.

Respectfully submitted, \_\_\_\_\_

DAN HOLLAND  
(Contractor)

(SEAL) - if Proposal is by a corporation

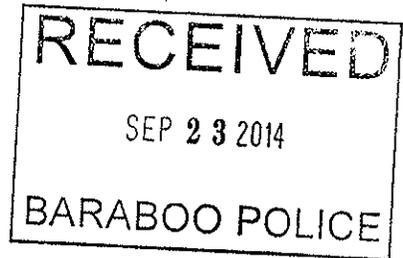
By: OWNER HOLLAND TIRE OIL INC  
(Name, Title)

4147 45 HWY 13  
(Business Address)

WIS DELLS WI 53965  
(City, State, Zip Code)

608 2547852

BLYSTONE TOWING  
JERRY 608 7424228  
(Telephone)



**REQUEST FOR PROPOSAL**  
**(Issued September 15, 2014)**

The City of Baraboo will receive proposals until **1:00 PM Monday October 13, 2014** for the towing contract with the City of Baraboo.

Proposals shall be mailed or delivered to the office of the Chief of Police at 135 Fourth Street, Baraboo, Wisconsin, 53913.

Contractor shall be responsible for all safety measures necessary to protect workers and the public in the work zone while completing the work.

The City agrees that whenever it directs any towing to be done within the City it will use the Provider to provide the towing service whether or not the City can recover the amount of the tow charge or whether the City will be responsible for paying the tow charge directly.

The proposal shall identify towing service rate to the City, per tow when the towing charge is paid by the City. The Provider shall have the right to charge its regular reasonable towing rates when a party other than the City is responsible for payment of the towing charge. The Provider further agrees to comply with the following conditions in the providing of towing service to the City:

All City directed tows shall be given priority over other towing calls by the Provider.

The Provider shall respond to a City directed call for towing service within 15 minutes of the call unless the Provider is prevented or delayed in the performance of this obligation by an Act of God, such as severe or unusual weather conditions, or by a defect or failure in equipment owned or supplied by the Provider, or by other cause or event beyond the control of the Provider.

The Contract entered into by the provider and the City shall be for the period of **January 1, 2015 to December 31, 2016**.

The Provider agrees to procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, out of, or in connection with the performance of the towing services performed by the Provider, its agents, representatives, employees or sub-contractors under this agreement. The Provider shall maintain no less that the following insurance coverage:

- a. Commercial general liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. Automobile liability: \$1,000,000.00 combined single limit per accident per bodily injury and property damage.
- c. Worker's compensation and employer's liability: Workers' Compensation limits as required by the State of Wisconsin Statutes and employer's liability limits of \$100,000.00/\$300,000.00.

- d. Any deductibles or self-insured retentions shall be declared to and approved by the City.
- e. Commercial general liability and automobile liability coverage shall name the City, its officers, officials, employees and volunteers as additional insured and the Provider's insurance coverage shall be primary insurance with respect to the City, its officials, officers, employees and volunteers. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, to the City.

In performing the proposed Contract, the parties intend that there is no agency or employment relationship between the City and the Provider. In performing its duties under this Contract, the Provider acts solely and entirely as an independent contractor.

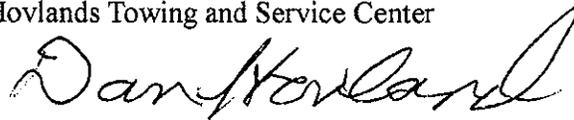
From time to time, the City may seek the towing and removal of abandoned vehicles from City streets. The City may from time to time, but is not required to, transfer to Provider such abandoned vehicles that have been towed and stored by Provider where the costs of towing and storage exceed the value of the vehicle. In that event, Provider shall be responsible to follow the requirements of §342.40, Wisc. Stats., regarding abandoned vehicles and their disposal, as well as comply with the provisions of §7.11, Code of Ordinances.

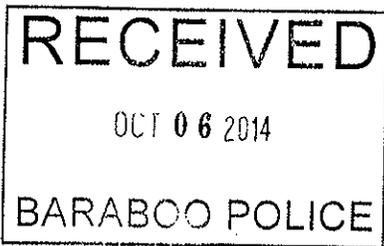
09/22/2014

To City of Baraboo,

We have purchased a medium duty wrecker and have 2 flatbeds and a service truck. We believe that our trucks will handle 95% of all city vehicles but in extreme circumstances we will outsource to Blystones Towing for the largest firetrucks loaded dump trucks that type of equipment. We can handle the ambulances, shuttle buses, empty dump trucks, and most anything else you might have in your fleet.

Sincerely  
Hovlands Towing and Service Center

A handwritten signature in black ink, appearing to read "Dan Hovland". The signature is written in a cursive style with a large, sweeping initial "D".



PROPOSAL

Item Description

Price per Tow

Towing of any City of Baraboo owned Vehicle  
(Including Heavy Trucks)

\$ 0

Towing of vehicle billed to private party.

\$ 50<sup>00</sup>

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc. to complete the specified work.

The Contractor understands that the City reserves the right to reject any or all Proposals and to waive any informalities in the process.

The Contractor agrees that this Proposal shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving Proposals.

Respectfully submitted,

M&J Auto Repair, LLC  
(Contractor)

(SEAL) - if Proposal is by a corporation

By: Mike NORA - Owner  
(Name, Title)

145 W. Maple St.  
(Business Address)

Baraboo WI 53913  
(City, State, Zip Code)

608-393-2358  
(Telephone)

**PROPOSAL**

**Item Description**

**Price per Tow**

Towing of any City of Baraboo owned Vehicle  
(Including Heavy Trucks)

\$ 0 ZERO

Towing of vehicle billed to private party.

\$ 64.29

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc. to complete the specified work.

The Contractor understands that the City reserves the right to reject any or all Proposals and to waive any informalities in the process.

The Contractor agrees that this Proposal shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving Proposals.

Respectfully submitted,

BILL'S TOWING & AUTO REPAIR, LLC  
(Contractor)

(SEAL) - if Proposal is by a corporation

By: Kathy L. Pellner, Vice President  
(Name, Title)

S2516 Hwy BD  
(Business Address)

BARABOO, WI 53913  
(City, State, Zip Code)

(608) 356-2000

(Telephone)



**Baraboo Police Department  
Monthly Activity Report  
September 2014**

	Current Month	Current Year to Date	Prior Year to Date	Change	Percentage Change
<b>Calls for Service</b>					
Burglaries	3	28	43	-15	-34.88%
Thefts	41	333	324	9	2.78%
Criminal Damage	6	64	71	-7	-9.86%
Assist other agencies	65	650	653	-3	-0.46%
Assists - West Baraboo	2	37	35	2	5.71%
Animal Complaints	22	220	252	-32	-12.70%
Total of all Calls	841	7,761	7,511	250	3.33%

<b>Traffic Crashes</b>					
Total Traffic Crashes	23	219	226	-7	-3.10%
Persons Killed	0	0	0	0	0.00%
Persons Injured	5	38	40	-2	-5.00%
Pedestrians Injured	0	0	0	0	0.00%

<b>Enforcement Activity</b>					
Adult Notices of Appearance	74	810	807	3	0.37%
Drug Charges	8	165	104	61	58.65%
Traffic Citations	467	5656	5,081	575	11.32%
OWI Arrests	12	119	99	20	20.20%
Seatbelt Violations	18	537	704	-167	-23.72%
Traffic Warnings	216	2492	2,241	251	11.20%
Juvenile Offenses	22	293	324	-31	-9.57%
Curfew Violations	3	27	12	15	125.00%
Underage Alcohol Citations	5	67	69	-2	-2.90%
Parking Citations	66	895	1,789	-894	-49.97%

<b>Fines and Fees</b>					
Court Fines	\$4,389.50	\$41,066.42	\$45,455.92	-\$4,389.50	-9.66%
Parking Fines	\$1,632.77	\$20,074.06	\$28,515.63	-\$8,441.57	-29.60%
Police Department Fees	\$13.60	\$536.24	\$925.50	-\$389.26	-42.06%



# POLICE LINE

The Baraboo Police Department Newsletter

October 2014

## From the Chief

As a community, we continue to wrestle with the challenges of drugs and their use. There has been a national conversation about drugs and in some places, an effort to decriminalize offenses. We all know about Colorado and Washington legalizing Marijuana and Medical Marijuana in other states, but how does that impact us here?

When we as a department or the Sauk County Drug Task Force make arrests for Marijuana, we often hear the complaints that it is harmless and we should find other things to do. The reality is that when we make arrests for heroin, a drug that everyone admits is extremely addictive and dangerous; we often find Marijuana use as well.

We have a problem with drug use as a whole in Baraboo and Sauk County. The Sauk County Drug Task Force has completed multiple investigations and worked more than 30 search warrants for drugs in 2014. Each case takes a great deal of investigation and manpower, but we have to invest in keeping drugs out of our communities. Drugs bring with them peripheral crimes like theft, retail theft, burglary and more violent crimes like battery and weapons crimes. We will continue to pursue those who sell and use drugs!

## Anniversaries

October anniversaries include Sgt. Ryan Werner, 9 years.

## New Officer

In late September, Sarah Ellickson became the newest member of the department. Sarah comes to us from the Waunakee area and this is her first law enforcement job. She is currently involved in our training program which will take 14 weeks. Welcome Sarah!



Sarah Ellickson taking her Oath

facebook



Reminder that the City, Fire Department, and Police Department are on Facebook!

## Social Media

Technology has taken us a long way in recent years. Some of the roads have been not so good, including added harassment issues and identity theft issues, but some things have become invaluable.

Sauk Prairie recently had a gas leak where a 1000 gallon LP gas tank started to vent gas when workers were trying to remove it. There were dangers for the homes nearby and a school was right in the danger zone. As responders were working our three priorities, Life Safety, Incident Stabilization and Property protection, they turned to social media to get the message out.

Using Nixle, a program for First Responders to make emergency notifications, the word got out quick. Parents were told through school resources of the evacuation of the students and were assured of their safety. Facebook users notified almost immediately and people were told to avoid the area to prevent a bigger problem.

Technology allows responders to keep the public in the know and to help us protect and inform at the same time. If you have not signed up for the Nixle service, we strongly encourage you do so.

<https://local.nixle.com/register/>



# BARABOO FIRE DEPARTMENT

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**Date:** October 22, 2014  
**To:** Public Safety Committee Members  
**CC:** Mayor Palm and City Administrator Geick  
**From:** Kevin G. Stieve, Fire Chief  
**RE:** October 27, 2014 Public Safety Committee Background Information

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## **Mutual Aid Agreement with Portage Fire Department**

Attached is a mutual aid agreement for discussion and approval. This contract is very similar to what we have in place for Sauk County.

## **Apparatus Replacement Schedule**

Attached is a revised apparatus replacement schedule. The change on this schedule is replacing the car (Car 2) and van (Support 4) in 2016 with one vehicle, a four door pickup truck. I asked for it to be included in the 2015 budget, but since it was not on the official schedule it was not included in the budget.

## **Firefighter Hiring**

Another firefighter was hired in early October. He is Garrett Scott. He originally comes from the Beloit area and has fire certifications and firefighting experience. He was the last one on an eligibility list created for and approved by the Police and Fire Commission. The fire department is staffed with 41 firefighters. Recruitment is ongoing.

## **Cadet Firefighter**

Shortly after school started we had an application for a Cadet Firefighter. A Cadet Firefighter participates alongside the other firefighters, but is restricted to support activities and not actual firefighting. Cadet Firefighters have to show interest in continuing in a firefighting career after graduation.

We accepted Jake Thompson as a Cadet Firefighter. He comes in during the day for a set time to perform various duties and activities. He also attends training, meetings and incident calls during his free time. He is the son of Captain Jeff Thompson.

Jake is doing a great job thus far and will be sent to Firefighter I training this winter. Jake intends to apply for and be accepted as a regular firefighter once he is done with high school. The exposure and training he is and will receive will greatly enhance that probability.

Please contact me with questions.

# MUTUAL AID AGREEMENT

The following agreement is hereby established as an intergovernmental cooperative agreement pursuant to §66.0301 and §66.03125, Wisconsin Statutes, between Baraboo and Portage Fire Departments.

## DEFINITIONS

The following definitions shall be made a part of this agreement:

**CAPITAL EQUIPMENT** - Shall mean any piece of equipment that is meant for repeated usage and has a life expectancy of more than one year. (Examples: SCBA, Apparatus, etc.)

**CONSUMABLE MERCHANDISE** - Shall mean any item that is normally used up after one usage or is meant as a disposable item. (Example: Foam, oil dry, absorbent pillows, etc.)

**EMERGENCY OPERATIONS** - Shall include, but is not limited to, fires, hazardous materials operations, search & rescue operations, extrication operations, as well as other duties typically assigned to the Fire Services.

**FIRE CHIEF** - the Fire Chief of any above named department or its designee.

**FIRE DISTRICT** - those areas designated as the fire protection area of the above named departments.

**INCIDENT COMMAND** - the Fire Chief or his/her designee who is the named Incident Commander in accordance with the Incident Command System. (ICS)

**AIDING DEPARTMENT** - the fire department from whom assistance is being sought pursuant to this agreement from a stricken district/requesting department.

**STRICKEN DISTRICT/REQUESTING DEPARTMENT** - the Fire District or Department that has been struck by a disaster or other emergency, to include, all Villages, Cities and Townships within the Fire District.

This agreement is established so that in the event a disaster or other emergency should strike either fire district and emergency operations assistance is needed from either fire department, either fire department signing this agreement may go outside of their established Fire Districts to assist the stricken department. Either fire department desires to assist each other in the event a major disaster or emergency would strike either fire district. Either fire department named in this agreement may be requested to go into the Stricken District to assist and/or take over emergency operations, should the fire department covering the stricken district be destroyed, nonfunctional, or in need of additional assistance.

The following shall apply to each fire department entering in this agreement:

1. Request for mutual aid from either of the above named Departments shall be made by the Incident Commander of the stricken district. In the case where the Incident Commander of the stricken department/district is unavailable to make the request the respective Emergency Management Director or his/her designee may make the request.

2. It will be the sole decision of the Fire Chief, from the aiding department to determine what, if any, equipment and personnel will be provided to the requesting department. This agreement in no way binds or obligates an aiding department to provide equipment or personnel. No aiding department to this agreement will be held liable for refusing to respond.
3. Equipment and personnel from the aiding department(s) will remain under the control and direction of the aiding department fire chief or designee. The responding department will exercise the control and direction of its personnel only after consultation with the Incident Commander of the requesting department. In a case where the stricken district has no incident commander available the fire chief or designee of the first department on the scene shall become the Incident Commander until such time as the Fire Chief of the Stricken District can assume Incident Commander or until Incident Command is passed.
4. In the event that the aiding department is needed back in their community for an emergency response or at the discretion of the Fire Chief or designee, the responding department may cease all activities after reporting such activities to be ceased to the Incident Commander or designee of the requesting department. The aiding department will be held free from any liability for failure to continue with activities.
5. Each party to this agreement shall be responsible for the results of its own negligence or wrongful acts and shall indemnify and hold harmless all other parties to this agreement for such results. To the extent insurance coverage is available for damages to capital equipment or vehicles owned by a party to this agreement, the party owning such capital equipment and vehicles will not make a claim against any other party to this agreement for damage to such insured capital equipment or vehicles. It is further understood and agreed that if while rendering assistance pursuant to this agreement personal injury, death or property damages or loss occurs outside of the responding department's fire district, the responding department(s) and their contracted insurance carrier(s) shall be liable for all legally determined damages that shall pertain to the responding department. Each party agrees to maintain the following insurance coverage to meet responsibilities under this agreement: worker's compensation insurance with statutory limits; general liability, auto liability, public officials errors and omissions and incidental medical malpractice with limits of \$5,000,000. Nothing in this paragraph or this agreement shall affect the operations of worker's compensation statutes, administrative rules or insurance policies and employees of the responding department shall remain employees of that department and shall not be considered employees of the requesting department(s).
6. The services provided herein, being of mutual and reciprocal benefit to each of the parties, shall be provided without compensation to any party for emergency operations provided pursuant to this agreement. However, if such items as foam or other consumable merchandise are used in the performance of emergency operations, the responding department shall be entitled to charge the requesting department for the costs of all such goods used.
7. All costs specifically related to a Hazardous Materials Incident shall be billed to the spiller with the use of the proper forms in accordance with State Statutes. The County Emergency Management Office is responsible for reviewing all bills and forwarding same to the spiller.
8. Any other expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

9. Either department to this agreement may withdraw from this agreement by giving at least 90 days written notice to the other department's Fire Chief. Either department to this agreement may request an amendment of any of the terms of this Agreement by giving at least 90 days written notice to the other department's Fire Chief specifying the terms sought to be modified. All amendments to this agreement shall require approval of both parties and shall go into effect upon the execution of a written amendment
10. **NOTICES.** Any notice provided for herein shall be in writing and shall be deemed to have been given if and when delivered personally or when deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

**To the City of Baraboo:** Fire Chief  
Baraboo Fire Department  
134 4<sup>th</sup> Street  
Baraboo, WI 53045

**To the City of Portage:** Fire Chief  
Portage Fire Department  
119 W. Pleasant Street  
Portage, WI 53901

11. **SEVERABILITY.** If any part, term, or condition of this Agreement is held by the courts to be illegal or otherwise enforceable, such illegibility or unenforceability shall not affect the validity of any other part, term, or provision, and rights of the parties will be construed as if the illegal and/or unenforceable part, term, or provision was never part of this Agreement.
12. This agreement will not affect agreements between parties to this agreement and parties that are not part of this agreement.
13. This agreement shall commence upon approval and execution by both departments and shall remain in force until either party withdraws or modifies the agreement pursuant to Section 9. Both Department Fire Chiefs will review this agreement for changes and updates every three years.

In witness whereof, the undersigned, pursuant to authority duly granted by each of their respective governing bodies have caused this agreement to be executed by their proper officials and this agreement shall be in full force and effect commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BARABOO FIRE DEPARTMENT**

**PORTAGE FIRE DEPARTMENT**

\_\_\_\_\_  
Kevin G. Stieve, Fire Chief

\_\_\_\_\_  
Clayton Simonson, Jr., Fire Chief

**Baraboo Fire Department  
Apparatus Replacement Summary**

Apparatus	Model Year	PROPOSED REPLACEMENT YEAR											Age at Replacement				
		2012	2013	2014	2016	2017	2019	2022	2025	2028	2031	2034					
Pierce Engine	1990		\$600,000												23	E-1	
Pierce Engine	1992				\$485,073											25	E-3
Ford/Marion Rescue Truck	1994					\$386,546											S-2
Ford U.S. Tanker Tender	1995						\$434,812										T-8
Freighliner/U.S. Tanker Tender	1999							\$304,972									T-9
Pierce Enforcer Engine	2002								\$774,090								E-2
Pierce Aerial Platform	2010									\$2,042,967							L-1
Ford Brush Truck	2011										\$168,819						B-5
Ford Van- Support Vehicle	1997				\$50,000												S-4
Dodge Durango - Chief's Car	2005			\$40,492													C-1
Ford Crown Victoria - Command Car	2007																C-2

Replace with pick up truck under S-4 Replacement - Replace two with one.