

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 31, 2016 – 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, Attorney A. Bolin, Police Chief M. Schauf, Fire Chief K. Stieve, T. Pinion, R. Koss, W. Peterson, Brad Kraemer, and Library.

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of September 26, 2016 Public Safety Committee meeting.

2. New Business

- a. Consideration of placement of Stop Signs in Rolling Meadows Estates and Rolling Meadow North subdivisions.
- b. Review and recommendation on Towing Contract for the 2017 and 2018.
- c. Review and prioritize prospective capital street reconstruction and sidewalk projects for the 2017 Budget.
- d. Consider extending Landfill Monitoring Contract with MSA through 2019.
- e. Discuss filling the impending vacancy of the Street Superintendent's position following the current Superintendent's upcoming retirement.
- f. Recommendation on Fire Protection Service Agreement with towns of Baraboo, Fairfield, Greenfield, and Sumpter, and the Village of West Baraboo.
- g. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for the months of September, 2016.

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 28, 2016

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

MEMORANDUM

City of Baraboo

Date: October 27, 2016

To: Public Safety Committee

From: Tom Pinion

Re: Background for October 31st **@ 1:00 pm – City Service Center**

New Business:

Item A. With the development of new houses in these two subdivisions, it is an appropriate time to establish traffic control at each of these new intersections. The Police Chief and I have reviewed in the traffic control pattern in the neighborhood and are recommending placement of stop signs in accordance with the attached map and corresponding Ordinance.

Item B. The Police Dept. solicits Towing bids every two years and the current contract expires December 31, 2016. Chief Schauf will have the bid tabulation at Monday's meeting.

Item C. Included in the packet is a list of prospective capital projects for inclusion in the 2017 budget. The cost of all of these street projects exceeds the available capital (approx. \$380,000) so we are asking the Committee to prioritize these projects.

Item D. The City of Baraboo is required by the WDNR to monitor 10 monitoring wells and piezometers, 9 private wells, 6 gas probes, and 3 passive gas extraction wells at the former landfill site on CTH A. The City has previously contracted MSA Professional Services to perform the required sampling and reporting. The existing 3-year contract expires at the end of last year and I am recommending that you approve a 3-year extension of the contract.

Item E. As most of you are already aware, Bob Koss has announced his retirement as of November 18, 2016. We are in the process of advertising to fill the position and will discuss interim operations until a replacement is hired.

Item F. Chief Stieve will provide the background for this item at the meeting. A draft of the proposed Service Agreement is included in the packet.

Item G. This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for September are included in the packet.

Have a great weekend. See you at the **City Services Center on Monday!**

Minutes of the Public Safety Committee Meeting – September 26, 2016

Members Present: Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Administrator Geick, Mayor Palm, Attorney Bolin, Chief Stieve, Engineer Pinion, Wade Peterson, Bev Shook, Bill Bray, Chief Schauf (arrived at 1:23 p.m.), Ben Bromley, and Kris Jackson.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at the City Services Center, 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 Plautz, seconded by Kolb to approve the minutes of the August 31, 2016 minutes. By voice vote the motion carried.

New Business

- a. Consideration of Request for 2nd Driveway at 208 Washington Avenue by Bev Shook – Pinion said that the property owners of 208 Washington have made landscaping improvements and added a new shed, and with the street being reconstructed on Washington has created a challenge for them to access their driveway with the vehicle that they have, especially when towing trailers. He said that it is a relatively steep driveway and they are requesting to install a second driveway on College Avenue at grade. Wedekind said that it has always been policy that if the property is a corner lot a driveway can be installed on each street. It was moved by Kolb, seconded by Plautz to approve the 2nd driveway request as presented. Motion carried unanimously.

- b. Consideration of request for a new sidewalk connecting the Pleasant View and Rolling Meadows developments on the northeast side of Baraboo to the existing sidewalk network on 8th Street & CTH T or 12th Street & Lincoln Avenue by Bill Bray – Pinion said that Mr. Bray has indicated a concern about the safety of pedestrians in the vicinity of those newer subdivisions, Pleasant View and Rolling Meadows. He said that he has many exchanges of emails with the City Administrator, Mayor and himself and they suggested that he contact his neighbors and provide some support for it and it would be taken to the Public Safety Committee. A map was provided in the packet that indicated existing sidewalks. He said sidewalks are one of the improvements that are required to be installed in all new subdivisions. He said that Bray is looking for connectivity to other existing sidewalks. He said that the closest location is at 12th and Lincoln or four blocks south at 8th Street and County Highway T; therefore it would be a long stretch of sidewalk, and if the Committee decides that is a new sidewalk project that the Committee would like to undertake it would have to be coordinated with the Sauk County Highway Department, since it is along County Trunk Highway T. He said that he did speak with Steve Muchow and he said that without curb and gutter the County is not interested in sidewalks on County Trunk highways; however, they would consider a jurisdictional transfer if the City wanted to take that over and convert it to an urban section. Pinion said that doing so would require a lot of storm sewer, curb and gutter and sidewalk, alternatively the Committee could look at some shared use path, which would typically require an easement outside of the right-of-way to accomplish that. Mr. Bray doesn't understand Pinion saying that it is a County road, but it is within the City limits on both sides of the street. Pinion said that it is within the City's corporate boundaries, but the City takes care of local roadways. Bray felt that it is a local roadway. Pinion said that it is County Trunk Highway and the entire 66-foot wide right-of-way is the County's jurisdiction. He said within the corporate limits of the City of Baraboo, like County Trunk Highway A. He said that Highway 33 and Highway 113 are connecting highways where the DOT has ultimate jurisdiction. Pinion said that the County pays to upgrade and maintain their roads. Mr. Bray said that he still doesn't understand. He asked who property is on either side of the road. Pinion said that beyond the right-of-way is held by private property owners. Bray then asked why their property owner wouldn't have to install sidewalk. Pinion said that they would likely bare the cost as it benefits their property, but it is located in the right-of-way, and we don't have an exclusive authority to place any improvements in someone else's right-of-way, and in this case the County's. Bray said that there are a lot of "our" citizens on that road, that need some protection and he thinks that is the City's job to do so. He said he doesn't care who is responsible, he think that the City is responsible for the citizens of the City and he is asking what can be done to make it happen. He said that the City is putting sidewalks in the rest of the City and County T is very dangerous and more than some of the others that are in the City and don't have as much traffic. He said he doesn't see how the City can ignore it and say that it is the County's and can't do anything. He said that he does have signatures, but he didn't know if he had enough and asked if there was a magic number and if so he will get them. Bray asked how the path got on Highway 123 and it was stated that it was put in about 40 years ago as part of the STH project. Attorney Bolin said the City doesn't have right in the County right-of-way, but we could put a sidewalk; however, the County would not maintain it, and there would have to be an agreement between the City and County. Bray said that he feels that there is just negative coming from the Committee. Wedekind said that within the City limits there are a long of areas that do not have sidewalk and won't have until the streets are reconstructed and then the property owners have to pay for them. He said that would be a tremendous cost and doesn't feel that the City should pick that up. Kolb said that the other issue is that the City has a list of priority sidewalks and maybe the City needs to take another look at that, and at this time, that road is not high on the list. Bray asked what it wouldn't be high on the list; he feels that this is one of the more dangerous streets. Kolb felt it was because it is the County right-of-way. Kolb then asked Pinion what he was referring to about a path. Pinion said for pedestrian connection it is either sidewalk, or some type of shared path, the Riverwalk is a shared path. Bray felt that would be great. Pinion said that it could be an off corridor on private property, like the Riverwalk is; however, it is right-of-way acquisition or easement acquisition and the cost of making that improvement. He said as far as the sidewalk study was completed in 1999, prior to this being part of the City limits; it may be time to look at it and update it; however, typically it looks at pedestrian generators, business areas, schools, and churches. Pinion then said that he used a word that Bray didn't like that stated that it is a remote subdivision; it is remote to the core of the City. Kolb said that the City is doing an Eastside Corridor Study, and perhaps something like this should be part of it, and he feels that it is something that could be addressed during the course of the study. Bray asked how long that would take and Kolb said that it is supposed to be done this year or early in 2017; although nothing could be promised. Bray said that nothing had to be promised, he put it on the table and the City is responsible for the safety of their citizens. Kolb stated that they are responsible for the safety of citizens that walk down Washington Avenue also; however, it has been impossible terrain-wise to install sidewalks at a reasonable cost. Geick said to follow-up with Kolb's comment, a recommendation from the Committee to forward to the Council because that study is nearly done and something would probably have some additional expense added to it if the City is going to have that studied. Pinion said that the local Eastside Corridor Study was really geared toward Economic Developments efforts, rather than the need for the lack of public improvements, so if the Committee wanted that included, that is an expansion of the scope and it would need approval from the Council. Plautz said that it isn't that the City is not being responsible, it hasn't been looked about because it has only been in the last year to year and one-half that there have been a lot more walkers, and bicycles. Bray felt that in that amount of time the City should have looked at it and someone should have brought it up. Plautz said it is outside of the City's jurisdiction so it wasn't being looked at. Kolb said that Bray has now deemed it an issue. Bray asked why it took him to say something and why does it take a citizen to bring it up when the City is responsible for their citizens. Plautz answered that the citizens help the City. Plautz said that a lot of times citizens see things that they don't see and they bring it to the City's attention, which gives them the opportunity to look at things, and like Geick said put it in the study, look at the path; however, money is another concern. Bray said he understood and the City has to make a lot of choices; however, haven't made one on this

situation yet. Bray said that he doesn't know the whole City, but he does know that this is very dangerous; it is 45 mph and also a lot people walking on it. Plautz said if one would come in with a non-accusing attitude it would help the City better. Bray felt that Plautz was condescending.

- c. Consideration of creating an ordinance to regulate the use of the City's public right-of-ways by utilities. – Attorney Bolin said that given the expansion of alternative forms of utilities, not the normal ones thought of, such as power, etc., especially internet to run data there may be a need for the City to start to regulate use of right-of-ways. She said that currently that isn't anything in the ordinance that regulates the use, they ask and we let them in. She said that if someone is licensed by the PSC as a public utility they do have the right to use a right-of-way; however, the City can place reasonable restrictions on that through an ordinance. She said that there was a sample ordinance put out by the Wisconsin League of Municipalities which has been looked at and would be something that would allow the City to regulate utilities in the right-of-way. Pinion said that as technology advances, and certainly in the wireless technology realm there are a lot of advances taking place. He said that the City would be behind the eight ball if there isn't something in the ordinances that reasonable regulates the use of right-of-ways. He said that the City can tell them where they can and can't go, the City can charge fees for locating, etc.; however, it is not just targeted at the wireless industries or particular company, it applies to all of them. He said that if this is something the Committee wants to pursue he will work with Alene to come up with an ordinance. He said that if someone were to apply today there is a 60 day window to establish an ordinance. Kolb felt it is a good idea and agrees with Pinion, the City needs to be proactive. Pinion explained the difference between cell tower Statue and utility Statue. It was moved by Kolb that staff begin working on an ordinance to regulate the use of the City's public right-of-ways. Plautz seconded the motion. Motion carried unanimously.
- d. Consideration of Proposed Resolution Urging State Legislature to Improve Transportation Funding in the upcoming State Budget – After a short explanation by Pinion and Mayor Palm, Kolb moved to approve the proposed resolution. Plautz seconded the motion. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report – Peterson said he is busy working on budget and will be presenting the utility budgets next week.
- b. Street Superintendent's Report – Pinion said the department is gearing up for fall; therefore, making sure the sweepers and leaf vacs are ready to go. With the wet weather the guys have been around maintaining catch basins, cleanup from storms and rainfall events, patching streets when they are dry enough. He said the capital projects that remain for this year are 3rd Street and two blocks of Washington Street should be finished by the end of next week. He said that tomorrow the improvements on 8th Street will begin from Ash to Lincoln. Pinion then explained the procedure being done and timeline for 8th Street. Kolb asked about the patches left by Intercon. Pinion said that the asphalt crew will be in the City soon to asphalt those patches. Pinion said that a coup of alleys are being worked on between rains and will be finished yet this year.
- c. Police Chief's Report – Schauf said people will be seeing toilet paper around and they are working closely with the school for homecoming week.
- d. Fire Chief's Report – Stieve said that on September 2 there was a house fire at 516 6th Avenue and it is being deemed suspicious. Kolb asked how the fundraiser went. Stieve said that it went well, approximately \$7,000 ± should clear. Kolb asked if everything ran smoothly and if it was something that the Committee should consider extending hours. Schauf said that in his personal opinion the hours should not be extended due to how the noise channels. He said that there were very few problems and does not see a problem with the event. He said that he expected a little higher turnout and that those who went had a good time. Stieve said that the Department has their open house on October 8th from 10:00 a.m. until 2:00 p.m.

Jackson asked if the Committee had to make a motion on the sidewalk issue. Pinion said that they did not have to. Kolb said that he thinks that the Committee needs to look at it as a placement on the sidewalk list.

ADJOURNMENT – Plautz moved, Kolb seconded to adjourn the meeting at 1:40 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

ORDINANCE 24__

The City of Baraboo, Wisconsin

Background: As a result of recent development on the City’s northeast side, several new interconnecting streets have been built and the resulting intersections are uncontrolled intersections. The Police Chief and City Engineer reviewed the situation and recommended the addition of several new stop signs.

The Public Safety Committee reviewed this matter at their October 31st meeting and unanimously recommended their approval.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted Comments:

An Ordinance revising Section 7.02(2)(b)2, the Official Traffic Map, to provide for stop signs within the City of Baraboo.

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

1. An Ordinance revising Section 7.02(2)(b)2, the Official Traffic Map, is revised as follows:

Stop signs shall be located at the locations listed below.

- On 21st Street at Taft Avenue (CTH T)
- On 21st Street at Manassas Drive in both directions
- On 20th Street at Manassas Drive
- On 19th Street at Manassas Drive
- On Meadows View Drive at 19th Street
- On Meadows View Drive at 20th Street in both directions
- On Meadows View Drive at 21st Street in both directions
- On Parkview Drive at 19th Street

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 9th day of September, 2014 and is recorded on page 261 of volume 40.

City Clerk: _____

**PROSPECTIVE RECONSTRUCTION PROJECTS
for 2017 BUDGET**

		<u>STREET RECONSTRUCTION PROJECTS</u>						<u>Assessable</u>			
		<u>Estimated Cost</u>	General Fund	Sidewalk	Storm Sewer	Sanitary Sewer	Watermain	Sidewalk	Curb & Gutter	Watermain	
Mill Race Drive	Manchester to Potter Street (1,600')	\$130,000	\$126,000	\$	-	\$4,000	\$0	\$0	\$0	\$0	
Broadway	7th to 8th Avenue (350')	\$45,000	\$45,000	\$	-	\$0	\$0	\$0	\$0	\$0	
Broadway	6th to 7th Avenue (350')	\$45,000	\$45,000	\$	\$0	\$0	\$0	\$0	\$0	\$0	
Broadway	5th to 6th Avenue (350')	\$45,000	\$45,000	\$	\$0	\$0	\$0	\$0	\$0	\$0	
Island Court	2nd Ave north 700'	\$80,000	\$80,000	\$	-	\$0	\$0	\$0	\$0	\$0	
Broadway/Lynn Roundabout	Intersection of Broadway & Lynn St	\$300,000	\$300,000	\$	-	\$0	\$0	\$0	\$0	\$0	
Lake Street		\$700,000	\$490,350	\$109,650	\$100,000	\$0	\$0	\$109,650	\$65,650	\$0	
		\$1,345,000	\$1,131,350	\$109,650	\$104,000	\$0	\$0	\$109,650	\$65,650	\$0	
								<u>Assessable</u>			
		<u>Estimated Cost</u>	General Fund	Sidewalk	Storm Sewer			Sidewalk	Assessable Frontage		Total Length of Sidewalk
Jefferson Street	4th toward 3rd (east side)	\$3,900		\$480				\$3,420	114		130
Jefferson Street	6th toward 7th (east side)	\$4,500		\$390				\$4,110	137		150
6th Street	Camp to Wheeler (south side)	\$13,200		\$945				\$12,255	408.5		440
Camp Street	5th toward 4th (west side)	\$4,350		\$390				\$3,960	132		145
10th Street	Ash toward Oak	\$6,300		\$600				\$5,700	190		210
Park Street	2nd to 4th (east side)	\$17,700		\$1,800				\$15,900	530		590
Park Street	Bitwn 5th and Zoo Lane (east side)	\$9,000		\$0				\$9,000	300		300
Park Street	8th toward 9th (east side)	\$6,300		\$1,050				\$5,250	175		210
		\$65,250		\$5,655				\$59,595			



PROFESSIONAL SERVICES

TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL

To: Tom Pinion, P.E.
City of Baraboo
450 Roundhouse Court
Baraboo, WI 53913

Date of Issuance: October 21, 2016

MSA Project No.: P00035033.0

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: City of Baraboo Closed Landfill Monitoring Dec. 2016 Event Plus 3 Years 2017 thru 2019

The scope of the work authorized is: Annual monitoring from 10 monitoring wells and piezometers for: chloride, iron, hardness, alkalinity and VOCs (8260) in June of each year; annual monitoring from 9 private wells (tap samples) for VOCs (8260) in June of each year [two (Funk and Wedekind wells) are not included]; quarterly gas probe (6 probes) and passive gas extraction well (3 wells) monitoring in Dec. 2016 and March, June, Sept., and Dec. 2017, 2018, & 2019; data evaluation; landfill gas data spreadsheets; electronic data submittals; reporting; and project management. Does not include any repair/replacement of gas probes, passive gas extraction wells, and/or monitoring wells.

The schedule to perform the work is: approximate start: November 1, 2016;
approximate completion: January 31, 2020

The lump sum fee for the work is: **\$14,570 per year** – per unit cost basis as attached (**\$45,285 total contract for Dec. 2016 Event + 3 Years 2017 thru 2019**). Should the sampling or work scope change (increase or decrease), the unit cost rates would be applied accordingly.

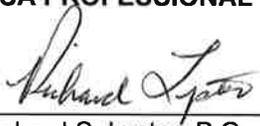
This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis. Any work beyond the scope of work will be billed at the time & materials rates in Attachment A (attached).

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF BARABOO

MSA PROFESSIONAL SERVICES, INC.

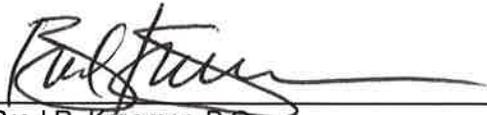
Tom Pinion, P.E.
City Engineer/Director of Public Works


Richard S. Lyster, P.G.
Team Leader

Date: _____

Date: 10/21/16

450 Roundhouse Court
Baraboo, WI 53913
Phone: (608) 355-2730
Fax: (608) 356-0518


Brad R. Kraemer, P.G.
Project Manager/Senior Hydrogeologist
1230 South Boulevard
Baraboo, WI 53913
Phone: (608) 356-2771; Fax: (608) 356-2770

**ATTACHMENT A:
RATE SCHEDULE
MARCH 2016/2017***

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$127-\$159/hr.
Clerical	\$60-\$82/hr.
CAD Technician.....	\$59-\$110/hr.
Geographic Information Systems (GIS).....	\$76-\$131/hr.
Housing Administration.....	\$60-\$107/hr.
Hydrogeologists.....	\$102-\$152/hr.
Planners	\$80-\$145/hr.
Principals.....	\$155-\$190/hr.
Professional Engineers.....	\$85-\$190/hr.
Project Manager	\$65-\$180/hr.
Registered Land Surveyors	\$88-\$150/hr.
Staff Engineers.....	\$82-\$120/hr.
Technicians	\$62-\$112/hr.
Wastewater Treatment Plant Operator	\$65-\$85/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GEMS 2000 Gas Analyzer/FID Meter.....	\$125.00/day
GPS Equipment.....	\$40/hour
Mailing/UPS.....	At cost
Monitoring Well Sampling Supplies	At cost
Automobile Mileage – (currently \$0.54/mile)	Rate set by Fed. Gov.
MSA Truck Mileage	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Rental 4WD Truck	\$100.00/day
Robotics Geodimeter.....	\$30/hour
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2017. After March 1, 2017, these rates may increase by not more than 5% per year.

The City of Baraboo, Wisconsin

Background. The Fire Protection Service Agreement with the Towns of Baraboo, Fairfield, Greenfield and Sumpter is set to expire December 31, 2016. The City also has a Fire Protection Service Agreement with the Village of West Baraboo that does not expire. The attached Fire Protection Service Agreement has been revised and extended for another ten years. In addition, the Village of West Baraboo’s agreement has been combined with the Towns’ agreement in order to improve efficiency and to memorialize actual practice. The revisions in the agreement are minimal and include some date changes on when meetings are to be conducted and when billing takes place. The Towns and Village have approved the agreement.

Fiscal Note: (one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
 Comments: Agreement attached.

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

THAT the attached Fire Protection Service Agreement between the Towns of Baraboo, Fairfield, Greenfield, Sumpter and the Village of West Baraboo is hereby approved and the Mayor and City Clerk shall be authorized to execute the Agreement on behalf of the City.

FURTHER the non expiring Fire Protection Service Agreement with the Village of West Baraboo signed on October 10, 2003 is hereby terminated and replaced with the attached agreement.

Offered by: Public Safety
Motion:
Second:

Approved: _____
Attest: _____

FIRE PROTECTION SERVICE AGREEMENT

WHEREAS, the City of Baraboo, Wisconsin (City) operates and maintains a combination Fire Department reasonably equipped for providing services outside of the City limits, and has authority by law to contract for the providing of fire protection service to adjacent municipalities desiring such service and protection; and

WHEREAS, the Towns identified on Exhibit A and Village of West Baraboo (hereinafter referred to as the Towns and Village), are without present firefighting facilities, personnel and sufficient equipment of their own and desire to obtain such protection for the Towns and Village and are authorized by Wisconsin Statutes to enter into an agreement with the City for such protection; and

WHEREAS, the City is willing to provide fire protection services to the Towns and Village and the Towns and Village are willing to accept fire protection services from the City all in accordance with the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, the Towns and Village agree as follows:

1. Fire Protection Services. Commencing on January 1, 2017, the City agrees and undertakes to furnish to the Towns and Village fire protection services by the use of City equipment and firefighters to the extent that the present City equipment and firefighters can provide such service to the Towns and Village. The City agrees to maintain its firefighting equipment and apparatus in a reasonable state of repair and to answer promptly all calls for fire protection within the Towns and Village and to supply such protection to the best of its ability, having in mind, however, difficulties that may be encountered by reason of weather, road conditions, inadequacy of water supply, accidents, other demands for fire protection, or such other factors and Acts of God not within the reasonable control of the City. The City, Towns and Village agree that the firefighting equipment and apparatus and number of firefighters assigned to each fire call within the Towns and Village shall be determined by the Fire Chief, or, in the absence of the Fire Chief, the Deputy or Assistant Chiefs, or other senior Fire Department officer and, to the extent reasonably practicable based upon existing circumstances, shall be in accordance with the policies and procedures established by the Fire Department. The Fire Department shall control the conduct and means of performing the firefighting services under this Agreement and it is agreed that the Fire Department shall be under the exclusive operation and control of the City. The Towns and Village understand and agree that conflicts and demands upon the City's Fire Department may occur and the City makes no guaranty with respect to the fire protection services to be provided under this Agreement and the City expressly disclaims any liability or responsibility to any person or entity by reason of the terms and promises set forth herein on the part of the City, but the City does agree to make a reasonable effort to provide reasonably adequate fire protection services upon all calls within the Towns and Village and promises as fair a treatment in case of such conflict and demand as the circumstances may justify.
2. Ownership of Firefighting Equipment, Vehicles, Apparatus, and Facilities. All vehicles, equipment, apparatus, and facilities used by the Fire Department are the solely owned property of the City and all such property is titled in the City or leased to the City. Nothing in this Agreement shall be construed or interpreted to grant the Towns and Village any right,

title, lien or interest, equitable or otherwise, in any of the equipment, vehicles, apparatus, tools, materials, and facilities, without limitation whatsoever, purchased, used, or possessed by the Fire Department. All equipment and capital assets purchased by the Fire Department shall be exclusively owned and controlled by the City.

3. Purchase of Capital Equipment. The Fire Chief shall annually update the 20-year Capital Equipment Plan for the Fire Department showing proposed vehicle and equipment purchases with an expected cost exceeding \$5,000 per item. The Fire Chief shall submit the updated Capital Equipment Plan to the Towns and Village Fire Department Budget Committee, as outlined in paragraph 5, the Fire Chief shall meet with the Towns and Village Fire Department Budget Committee by September 30th of each year to discuss the 20-year Capital Equipment Plan. The Towns and Village Fire Department Budget Committee shall have the right to make a recommendation to the City Finance Committee or City Council with regard to any proposed vehicle or equipment purchases and the City agrees to review and give consideration to the recommendation of the Towns and Village Fire Department Budget Committee provided, however, the City Council shall have the final discretion to determine whether or not a vehicle or a particular piece of equipment shall be purchased. The City agrees that unless equipment needs to be purchased due to a casualty replacement or other emergency, as determined by the City Council in its discretion, vehicle and equipment purchases shall be included in the annual Fire Department budget. The Towns and Village agree to pay their individual proportionate share of the cost, annually, of each item of equipment, as listed in the 20-year Capital Plan, based upon the formula where the amount is calculated based on equalized value, population, and an average of three year incident responses. However, this Agreement shall not be construed so as to require Towns contribution to the replacement cost of the ladder truck. The City and the Towns agree that the present Ladder Truck and any replacement thereof shall be treated as provided in Exhibit B, attached hereto, and made a part hereof. The City and the Village agree that the present Ladder Truck and any replacement thereof shall be treated as provided in Exhibit C, attached hereto, and made a part hereof.

4. Costs Incurred for Firefighting Services. The Towns and Village acknowledge that in order to establish and maintain the Fire Department in accordance with the standards and specifications established by the State of Wisconsin under Wisconsin State Statutes and the Wisconsin Administrative Code, it is necessary that the City allocate budgeted funds for, among other things, firefighting vehicles, equipment, tools and apparatus; wages and salaries of firefighters; facility maintenance and operational expenses for the Fire Department; specialized training and equipping of firefighters; liability, property and casualty insurance; vehicle and equipment replacement; maintenance and repair of vehicles; equipment and apparatus; utilities; gas; oil; lubricants; medical examinations; firefighter's longevity benefits materials and supplies; and other operational costs and expenses. The City, Towns and Village agree that all of the operational costs and expenses of the Fire Department shall be shared on an equitable basis between the City, Towns and Village. The Towns and Village and the City each agrees to pay their proportionate share of said costs as set forth herein. It is agreed that the Towns and Village shall not be responsible for the cost of constructing a new fire station. If a new fire station is constructed, allocated budget expenses for maintenance and operation shall be allocated as set forth herein. The City will not budget more than two Full Time Equivalent employee positions at the fire department without discussion of the need for additional employees with the Towns and Village. The City agrees

that no additional municipalities or other entities will be added to the fire coverage area without the prior approval of the Towns and Village. A review process of this Fire Service Agreement will be put in place on an as-needed basis, but not less than annually.

The costs shall be allocated as shown on Exhibit D, where the costs are weighted on equalized value, population and a three-year average of incident responses. Exhibit D shall be updated annually to reflect the proportionate share and the Towns and Village Fire Department Budget Committee shall receive this information.

5. Fire Inspector Cost Allocation. The expenses and costs of the fire inspector shall be excluded from the allocation of expenses and costs for general fire operations. In the interest of allocating the costs of the Fire Inspector in a method that reflects the actual use of their time in completing fire inspections in each of the respective municipalities, the following cost allocation formula shall be used:
 - a. The previous year's total number of inspection hours and any code research time is added together and divided by total work hours for upcoming year.
 - b. This percentage is then multiplied by the projected annual wage and benefit amount.
 - c. The dollar amount is divided by the number of the previous year's initial inspections to determine and initial inspection fee.
 - d. The initial inspection fee is multiplied by the individual municipality's number of required inspections from the previous year to determine the assessed amount.
 - e. The remaining amount of the Fire Inspector wage and benefit is allocated back as specified in paragraph 4.

6. Budget Preparation and Payment of Shares. The costs to operate the Fire Department shall be established in the budget for each year in accordance with standard practices. Each of the Towns and the Village shall designate one representative to be a member of the Towns and Village Fire Department Budget Committee. This Committee shall consist of one appointed representative from each of the Towns, one from the Village, and one appointed representative from the City. The Fire Chief shall prepare quarterly reports for this Committee showing the year-to-date staff report of the Fire Department. This report shall be similar to the monthly report submitted by the Fire Chief to the Baraboo Common Council. The Fire Chief shall further submit to this Committee the Fire Department's proposed annual budget before the budget is submitted in final form to the City Finance Committee. The Fire Department's budget shall be prepared in accordance with the City's budgetary standards and practices. The first Towns and Village Fire Department Budget Committee meeting will be conducted by September 30th of each year. Each representative on the committee shall have the right to vote to approve or disapprove the entire budget and/or to object to line items in the budget. If the committee objects to a line item in the Fire Department budget, the City Council must approve that line item by a 2/3-majority vote. The vote of this committee on the budget shall be delivered to the Fire Chief and the Fire Chief shall file the voting results with the final budget submitted by the Fire Department to the City Finance Committee. In addition, at the time the final Fire Department budget is submitted to the City Council, the voting recommendation of this committee shall be included with the budget packet delivered to the City Council. The Towns and Village shall further have the right to provide additional comments, and recommendations to the City Finance Committee and/or City Council in regard to the Fire Department budget. The Towns and Village further acknowledge and understand that in

order for the City Finance Committee and/or City Council to consider the recommendation and vote of The Towns and Village Fire Department Budget Committee in its budget deliberations, it is necessary that the vote and recommendation be submitted to the City Finance Committee and/or City Council in a timely manner and within the timeframe established by the City for approving the overall City budget. The City agrees to review and give consideration to the vote and recommendation of the Towns and Village, provided, however, the City Council shall have the final discretion to establish the Fire Department budget for the ensuing year. After the budget has been approved by the City Council, the budget shall be sent to all of the Towns and Village and each member municipality agrees to pay and be responsible for its proportionate share of the cost of operating the Fire Department as set forth in the budget as ratified by the City Council. The proportionate share of each of the Towns and Village shall be as outlined in Exhibit D, where the proportionate share is based up equalized value, population and three-year average of incident responses. Exhibit D shall be updated annually before the budget is presented with the current information. Each Town and Village shall pay the City one-half of its proportionate share of the ratified Fire Department budget on or before March 1st of each budget year and the remaining one-half of their proportionate share thereof shall be paid on or before September 1st of each budget year.

7. Potential Assessment for Claims. The Towns and Village acknowledge and understand that the public liability insurance maintained by the City through the Cities and Villages Mutual Insurance Company (CVMIC) provides for a per claim deductible of \$25,000.00 with up to a maximum annual deductible of \$100,000.00 and that the City has the right to increase these deductible amounts in the City's sole discretion and to change providers at its sole discretion. In addition, the City pays an annual premium for liability insurance coverage for City departments including the Fire Department. The City, and the Towns and Village agree that the Fire Department annual budget shall include as an expense the Fire Department's pro-rata share of the City's annual premiums for insurance coverage for the Fire Department. This amount shall be determined by the City after consultation with the City's insurers. The amount of the City policy allocated to the fire department shall not exceed the cost of a separate insurance policy covering the fire department alone and providing comparable coverage. In addition, the City, and the Towns and Village agree that any liability claims paid by the City and arising out of the acts and omissions of the Fire Department shall be reimbursed pro-rata to the City by the Towns and Village by February 1 of the ensuing year. The City may include in the Fire Department annual budget a projected sum for payment of one or more pending claims. The Towns' and Village's obligation to reimburse the City for its pro-rata share of any claim occurring during the term of this Agreement shall survive the termination or non-renewal of this Agreement. The City and the Towns and Village agree that any documentation or other information provided by the City to the Towns and Village in connection with a potential liability claim against the Fire Department shall be treated as confidential and shall not be publicly disclosed until the claim has been paid or otherwise concluded in all respects. It is agreed that the insurance coverage and deductibles maintained by the City shall be determined by the City Council in its discretion. To the extent provided in the City's insurance policies, the City shall have and maintain the full, complete, and exclusive discretion and authority to settle, compromise, pay, control, litigate, or otherwise manage and control, with limitation, all claims filed or made against the Fire Department.

8. Reimbursements. The City and the Towns and Village acknowledge and understand that the Towns and Village may be entitled to a reimbursement from the County or the State for fire calls on County highways and State highways pursuant to Section 60.557, Wis. Stats. (2014-15), as amended, or for grass fire calls. The City agrees that in consideration of the payments made under this Agreement, The Towns and Village will not be billed for fire runs. The Fire Chief shall be responsible for collecting any reimbursements due from the County or State for fire calls on County Highways and State Highways pursuant to Section 60.557, Wis. Stats. (2014-15), or as amended, and for grass fire calls and said collected funds shall be treated as revenue in the Fire Department budget and shall be deposited in a designated Fire Department fund for use for equipment and capital asset purchases or for the Firefighters Death Benefit and Longevity Fund. In addition, the Fire Chief shall be responsible for the collection of the respective 2% fire dues received from the State of Wisconsin pursuant to Section 601.93, Wis. Stats. (2014-15), or as amended, for the Towns and Village and for the City and upon collection, the 2% fire dues shall be shown as a revenue in the annual Fire Department budget, and said funds shall only be used for purchasing equipment or vehicles for the Fire Department or for the Firefighters Death Benefit and Longevity Fund. The Fire Chief shall prepare all necessary reports to collect the 2% fire dues from the State of Wisconsin and the Fire Chief shall ensure that said funds are only used in accordance with the Wisconsin Statutes and Administrative Code provisions.
9. Budget Shortfall or Overage. The City, Towns and Village agree that if there are any unexpended budgeted amounts in The Fire Department Budget at the end of a fiscal year, the Towns and Village and the City shall be given a credit for its proportionate shares of the unexpended balance in the ensuing budget year. The credit shall be reflected in the April 1 payment from the Towns and Village, or as soon thereafter as such overage is determined. (Note: If accounting practices mandate that year end overages be refunded to the Towns and Village, the City agrees to refund such overage within thirty (30) days of the final overage determination. The City, and the Towns and Village further agree that in the event of any budgetary shortfall in The Fire Department budget at the end of the City's fiscal year, the Towns and Village and the City shall each be invoiced for its respective proportionate share of the said budgetary shortfall and the Towns and Village agrees to pay said amount to the City by no later than February 1 of the ensuing year.) The City agrees that the Fire Chief shall monitor the status of the Fire Department budget on a quarterly basis, and the Fire Chief shall notify the Towns and Village by October 15 of each year of any projected shortfall anticipated by the Fire Department for the current budget year. This notice by the Fire Chief shall include any projected liability claim that might be included in the budget for the ensuing year. Any failure of the Fire Chief to notify the Towns and Village of a shortfall shall not relieve the Towns and Village from payment thereof.
10. Termination. Either party, including any Town or Village independently, may terminate this Contract effective at the end of any calendar year by giving written notice to the other party no later than August 1 of that year. The Towns and Village acknowledges that it is necessary to notify the City if it is contemplating terminating this contract due to the fact that a termination will affect the City's annual budget and the City needs to know its budgetary allotment when it prepares and adopts its annual budget. Therefore, the Towns and Village hereby agree to provide the City with advance notification whenever it is considering terminating this contract. In the event of termination, the Towns and Village shall remain liable for its pro-rata share of the annual budget for the remainder of the year of termination, and the Towns and Village shall further be liable for any outstanding liability claims

occurring prior to the end of the year of termination, as provided in paragraph 6 of this Agreement or budgetary shortfall under paragraph 8.

11. The City, Towns and Village desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. The City, Towns and Village also acknowledge that issues and problems may arise after execution of this Agreement that were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both the City, Towns and Village will endeavor to settle all controversies, claims, counter-claims, disputes, and other matters by a mutually agreed upon mediation procedure. A demand for mediation shall be filed in writing with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall a demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter **in question would be barred** by the applicable Statute of Limitations. Neither a demand for mediation nor any term of this dispute resolution provision shall prevent the filing of a legal action where failure to do so may bar the action because of the applicable Statute of Limitations. The parties shall share equally in the costs of mediation. If, despite the good-faith efforts of the City, Towns and Village in a controversy, claim, counter-claim, dispute, or other matter is not resolved through negotiation or mediation, the City, Towns and Village agree and consent that such matter may be resolved through legal action.
12. This Agreement supersedes and replaces the Agreement for Fire Fighting Service dated April 28, 2006, between the City and the Towns and supersedes and replaces the Agreement for Fire Fighting Service dated October 10, 2003 between the City and the Village. The City agrees that it will not enter into a contract with another municipality with terms that cause or result in the Towns and Village paying an inequitable share of the operational and capital costs of the Fire Department as compared to The City's costs thereof.
13. Default. If the Towns and Village fail to pay the City any amount due the City under this Agreement by the due date thereof, such failure shall constitute an event of default under this Agreement. The Towns and Village agree that unless an event of default is cured by full payment of all amounts due within 30 days of mailing of notice thereof by first class mail to the Towns' and Village's Clerks, the individual Town or Village shall be deemed to have terminated this contract effective at the end of the year of default. The Towns and Village shall remain liable for their pro-rata share of operating costs for the remainder of the calendar year of default, together with any budgetary shortfall as provided in paragraph eight (8) and any liability claim occurring prior to the end of the year of termination, as provided in paragraph six (6) of this Agreement. In the event of a default of this Agreement by any party, interest shall accrue on any unpaid balance due under this Agreement at the rate of 12% per annum until paid and the defaulting party shall further be liable and responsible for any costs of enforcement including reasonable attorneys' fees, court costs, and other related expenses.
14. Miscellaneous Provisions. This Agreement may be executed in counterparts and shall be effective upon execution by the City, the Towns and Village. The parties agree that either party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof notwithstanding any conduct or custom on the part of either party in refraining from doing so at any time or times. The failure of either party at

any time or times to enforce its rights under the provisions of this Agreement strictly in accordance with the terms hereof shall not be construed as having created a custom in any way or manner contrary to the specific provisions hereof, or as having in any way or manner modified or waived the same. All rights and remedies of either party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy. The substantive laws of the State of Wisconsin shall govern the construction of this Agreement and the rights and remedies of the parties hereto. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are several. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. Term of Agreement. This Agreement shall remain in full force and effect between the parties for a term of ten (10) years, and shall terminate as of December 31, 2026, unless otherwise renegotiated or extended by the express written agreement of the parties.

Dated this _____ day of _____

CITY OF BARABOO:

By: _____
Michael Palm, Mayor

Attest: _____
Cheryl M. Giese, City Clerk

TOWN OF BARABOO:

By: _____
William Klemm, Town Board Chairperson

Attest: _____
Barbara Terry, Town Clerk

TOWN OF GREENFIELD:

By: _____
Terry Turnquist, Town Board Chairperson

Attest: _____
Mary Friesen, Town Clerk

TOWN OF FAIRFIELD:

By: _____
Tim Stone, Town Board Chairperson

Attest: _____
Brandie Grob, Town Clerk

TOWN OF SUMPTER:

By: _____
Timothy H. Colby, Town Board Chairperson

Attest: _____
Lee Nolden, Town Clerk

VILLAGE OF WEST BARABOO

By: _____
David Dahlke, President

Attest: _____
Kathy Goerks, Village Clerk

EXHIBIT A
FIRE PROTECTION SERVICE AGREEMENT

Town of Baraboo (All)

Town of Fairfield (All)

Town of Greenfield (All)

Part of Town of Sumpter in the Baraboo School District (Description as follows)

All lands in Township 11 North, Range 6 East:

Section 21 and 22

North one-half of Section 28

East one-half Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) Section 28

North one-half of Section 27

Southwest Quarter (SW $\frac{1}{4}$) of Section 27

Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 27

Northeast Quarter of Southeast Quarter of Section 27 except South 20 Rods thereof

North one-half of Section 26

North one-half of Northeast Quarter of Southwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 26

Section 25 except South one-half of Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ thereof

Village of West Baraboo (All)

EXHIBIT B

SPECIAL PROVISIONS REGARDING LADDER TRUCK

The Towns acknowledges and agrees that the aerial ladder platform truck, commonly referred to as The Ladder Truck, is solely owned by The City. The City and the Towns agree that The Ladder Truck shall be treated under The Agreement as follows:

1. The Ladder Truck will remain solely owned by the City of Baraboo.
2. The Towns will not be assessed for replacement costs of the Ladder Truck.
3. The use of the Ladder Truck in the Towns shall be determined by the Fire Chief, or, in the absence of the Fire Chief, the Deputy or Assistant Chiefs, or other senior Fire Department officer and, to the extent reasonable and prudent based upon existing circumstances, shall be in accordance with the policies and procedures established by The Fire Department.
4. The Towns acknowledge and agree that there are costs associated with the use of the Ladder Truck and agree to pay the costs as specified below, provided use of the ladder truck was reasonably necessary from a firefighting standpoint.
5. Thereby with this acknowledgement the Towns agree to the following fee schedule as set forth. This fee schedule may be adjusted accordingly, in writing, based upon the agreement of The City and the Towns when the costs of operating The Ladder Truck exceed the specified amount below.
 - a. Ladder Truck response with no use of the apparatus shall be \$500.00.
 - b. Ladder Truck response and use shall be billed at \$300.00 per hour of operation.
6. The payment for the above schedule of response or use of Ladder Truck shall be billed separately to the individual Towns and shall be due 30 days after receipt of the bill.

EXHIBIT C**SPECIAL PROVISIONS REGARDING LADDER TRUCK**

The Village acknowledges and agrees that the aerial ladder platform truck, commonly referred to as The Ladder Truck, is solely owned by The City. The City and the Village agree that The Ladder Truck shall be treated under The Agreement as follows:

1. All repairs and maintenance of The Ladder Truck shall be treated as a City Fire Department operational cost as provided this Agreement.
2. Major improvements or enhancement to The Ladder Truck shall be treated the same as the purchase of capital equipment as provided this Agreement.
3. If the City determines in its discretion to replace The Ladder Truck, the purchase shall be undertaken as provided in this Agreement. The City and the Village further agree that each entity shall contribute proportionately towards the actual purchase price of The Ladder Truck based upon each entity's respective equalized valuation as determined in this Agreement in the year of purchase. The City and the Village agree that if the present Ladder Truck is traded in pursuant to the purchase of a replacement Ladder Truck, the City and the Village shall first be credited with each entity's equitable interest in the present Ladder Truck, such that each entity's equitable interest in the replacement Ladder Truck shall be equal to its respective equalized valuation in the year of purchase as determined in this Agreement.

EXHIBIT D

COST ALLOCATION FORMULA

Instructions: fill in the data in the yellow areas only. Basic Formula for Sharing Cost = %EV + %TC + %Pop/# of govts.

Budget

Total Service Area Operations = **\$510,165.72**
 Total = \$510,165.72

Step 1

	Equalized Value	Total Calls	Population
	Value *		
C Baraboo	\$ 786,225,400.00	202	12013
V West Baraboo	\$ 111,308,500.00	30	1470
T Baraboo	\$ 194,636,100.00	60	1685
T Fairfield	\$ 104,383,000.00	21	1075
T Greenfield	\$ 99,602,800.00	14	937
T Sumpter	\$ 3,328,666.00	5	20
Total	\$ 1,299,484,466.00	332	17200

Step 2

	% EV	%Total Calls	%Population	AVG
C Baraboo	60.50%	60.84%	69.84%	63.73%
V West Baraboo	8.57%	9.04%	8.55%	8.72%
T Baraboo	14.98%	18.07%	9.80%	14.28%
T Fairfield	8.03%	6.33%	6.25%	6.87%
T Greenfield	7.66%	4.22%	5.45%	5.78%
T Sumpter	0.26%	1.51%	0.12%	0.63%

Calculations

Equalized Value Share	C Baraboo	V West Baraboo	T Baraboo	T Fairfield	T Greenfield	T Sumpter	
\$102,888.30		\$14,566.23	\$25,470.78	\$13,659.94	\$13,034.38	\$435.60	
Total Calls Share	\$103,467.35	\$15,366.44	\$30,732.87	\$10,756.51	\$7,171.00	\$2,561.07	
Population Share	\$118,771.72	\$14,533.79	\$16,659.48	\$10,628.45	\$9,264.06	\$197.74	
Total	\$325,127.37	\$44,466.46	\$72,863.14	\$35,044.90	\$29,469.44	\$3,194.41	
							\$510,165.72

Report Criteria:

Types Selected: Assistance Applieds, Billing Adjustments

Name	Customer Number	Type	Description	Amount	Service
Billing Adjustment					
09/07/2016					
JAX, TIM & STACY	59-086000-02	BAdj	REMOVE PN, FINAL R/O 7/01	2.07 -	Multiple
Total 09/07/2016:				2.07 -	
Total Billing Adjustment:				2.07 -	
Grand Totals:				2.07 -	

**Baraboo Police Department
Monthly Activity Report
September 2016**

Calls for Service	Current Month	Current Year to Date	Prior Year to Date	Change	Percentage Change
Burglaries	2	29	42	-13	-30.95%
Thefts	42	327	377	-50	-13.26%
Check Welfare Mental	14	104	0	104	#DIV/0!
Mental Commitment	5	34	31	3	9.68%
Criminal Damage	6	73	61	12	19.67%
Assist other agencies	82	767	630	137	21.75%
Assists - West Baraboo	1	43	45	-2	-4.44%
Animal Complaints	25	233	252	-19	-7.54%
Total of all Calls	835	7,641	7,177	464	6.47%

Traffic Crashes	Current Month	Current Year to Date	Prior Year to Date	Change	Percentage Change
Total Traffic Crashes	28	209	225	-16	-7.11%
Persons Killed	0	1	1	0	0.00%
Persons Injured	7	42	41	1	2.44%
Pedestrians Injured	0	1	0	1	#DIV/0!

Enforcement Activity	Current Month	Current Year to Date	Prior Year to Date	Change	Percentage Change
Adult Notices of Appearance	122	810	765	45	5.88%
Drug Charges	16	123	93	30	32.26%
Traffic Citations	414	4002	3408	594	17.43%
OWI Arrests	7	67	45	22	48.89%
Seatbelt Violations	19	311	329	-18	-5.47%
Traffic Warnings	143	1708	1430	278	19.44%
Juvenile Offenses	38	275	340	-65	-19.12%
Curfew Violations	1	5	17	-12	-70.59%
Underage Alcohol Citations	3	27	65	-38	-58.46%
Parking Citations	77	1,740	1,924	-184	-9.56%

Fines and Fees	Current Month	Current Year to Date	Prior Year to Date	Change	Percentage Change
Court Fines	\$2,546.75	\$36,737.48	\$43,241.06	-\$6,503.58	-15.04%
Parking Fines	\$2,248.40	\$27,915.13	\$33,379.60	-\$5,464.47	-16.37%
Police Department Fees	\$247.45	\$1,939.64	\$1,739.35	\$200.29	11.52%



POLICE LINE

The Baraboo Police Department Newsletter

October 2016

From the Chief

It seems like it was just a few moments ago we were starting new in 2016. Now we are only a beat away from 2017. The City is working on the budget and the plans for our future are under way.

2017 will bring a lot of change and challenges to us in the police department. With approval by City Council, we will be adding another officer to the department to support our mission in the schools. We will break ground on the new public safety building project with City Hall and the Police Department while we accept the challenges that modern law enforcement will bring.

The challenge that we face as we move into 2017 is not the change, but how we continue to evolve and push forward. We need to identify who we are, but just as important, who we want to be.

So what are the specific areas or challenges that will come as an organization? They include items like technology and the changing culture of law enforcement. We as a department must continue to provide our officers the tools to police in the modern world while we train to meet the needs of our community. Areas like mental health play a significant role in not only how we respond, but how we work with other partners to develop positive outcomes.

The days of police working as an independent entity are over and the future is bright as long as we

have the strength to adapt and overcome the obstacles in front of us.

Leaf Pick Up

October brings the change of season and the falling of leaves. As you take a moment to clean up your yards, we ask that you remember a few points.

- Do not rake leaves and other clippings into the street. Leave them on the boulevard or tree bank for pick up by the City.
- Do not put other items in with your leaves. Twigs, branches, rocks, gourds and other waste damage the equipment that the City uses to pick up leaves. The damage from one rock can put the whole operation out of business for a few days!
- Follow alternate side parking regulations. These started Oct. 1 and are there so City trucks can get in to do work and clean up. Removal of the leaves now will save problems when the snow flies.

Anniversaries

In October, we celebrate the anniversary of Sgt. Ryan Werner, 11 years.



Equipment Profile

We often do not think of our Canine program as equipment, but Whelen is a very important tool we use regularly. His handler, Officer Mark Creighton, works with Whelen on a daily basis to develop both of their skills in numerous areas. Whelen is trained in the detection of drugs, evidence search and people tracking.



In a recent case, Whelen was able to track a missing at risk adult that had walked away from home. This track was at least 5 hours old and several miles long. Whelen was hot on the track when officers found the male at Devil's Lake. These actions by Whelen and Officer Creighton have worked to save lives previously and were impactful again. Well done!