

AGENDA
CITY OF BARABOO COMMON COUNCIL
Council Chambers, 135 4th Street, Baraboo, Wisconsin
Tuesday, November 8, 2016, 7:00 P.M.

Regular meeting of the Common Council, Mayor Palm presiding.

Notices sent to Council members: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Zolper, and Thurow

Notices sent to City Staff and Media: Atty. Bolin, Adm. Geick, Clerk Giese, City Engineer Pinion, Utility Super. Peterson, Street Super. Koss, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Allen, CDA Director, the News Republic, WBDL, and WRPQ.

Notices sent to other interested parties: Town of Baraboo, Village of West Baraboo, Citizen Agenda Group, Media Agenda Group, Jeff Mann

CALL TO ORDER

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF PREVIOUS MINUTES - (Voice Vote): October 25, 2016

APPROVAL OF AGENDA (Voice vote):

COMPLIANCE WITH OPEN MEETING LAW NOTED

PUBLIC INVITED TO SPEAK (Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)

MAYOR'S COMMENTS - The Mayor would like to congratulate Jeff Mann of the Engineering Department on his 20th Anniversary with the City.

CONSENT AGENDA (roll call)

CA-1...Approve the accounts payable to be paid in the amount of \$_____.

NEW BUSINESS RESOLUTIONS

NBR-1...Consider resolution declaring property at 101 South Boulevard to be blighted and authorizing Community Development Authority (CDA) to assist in the redevelopment of property, and declaring intent to finance through issuing Community Development lease revenue bonds to USDA-Rural Development.

NBR-2...Consider extending Landfill Monitoring contract with MSA through 2019.

NBR-3...Consider Fire Protection Service Agreement with town of Baraboo, Fairfield, Greenfield, Sumpter and the Village of West Baraboo.

NBR-4...Consider action for proceeding with design and bidding for the Baraboo-Wisconsin Dells Airport reconstruction project for Option A and Option C, the widening.

NBR-5...Consider authorizing agreement with Bill's Towing for contracted tow services for CY 2017 and 2018.

NEW BUSINESS ORDINANCES

NBO-1...Consider revising 7.02(2)(b)2, to provide for stop signs within the City.

NBO-2...Consider amending 1.27, Baraboo Economic Development Commission.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

Report from BDAS Representative.

REPORTS, PETITIONS, AND CORRESPONDENCE - The City acknowledges receipt and distribution of the following: **Monthly Reports for October, 2016 from** – Fire Dept., Building Permit, and Library

Minutes from the Following Meetings –

Copies of these meeting minutes are included in your packet:

Finance	10-25-16	Plan Comm.	10-18-16
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Copies of these meeting minutes are on file in the Clerk's office:

District Ambulance	8-31-16	Friends of the Baraboo Library	8-9-16
Library Board	9-20-16	Library Board Finance Comt.	9-8-16
Pink Lady Rail Comm.	8-2-16	Police & Fire Comm.	9-19-16
Public Arts Assn.	10-27-16	Emergency Management Comm.	10-27-16
BID Board	10-19-16	UW Campus Comm.	9-15-16

Petitions and Correspondence Being Referred

INFORMATION

Correspondence:

1. City resident pleased that 8th Street has been repaired.
2. Wisconsin Historical Society informing City that 213 Lynn Street is being considered for nomination to the State Register of Historic Places.

ADJOURNMENT (Voice Vote)

Cheryl Giese, City Clerk-Finance Director

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com.

NOVEMBER 2016

SUN	MON	TUE	WED	THU	FRI	SAT
6	7 Administrative	8 Finance Council	9	10	11	12
13	14 Park & Rec	15 Library Plan	16 BID	17 UW Campus Emergency Mgt Public Art Assoc	18	19
20	21 PFC SCDC	22 Finance Council	23	24 Thanksgiving Day OFFICES CLOSED	25 Thanksgiving Holiday OFFICES CLOSED	26
27	28 Public Safety	29	30 Ambulance			

PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format, should contact the City Clerk at 135 4th St., or phone 355-2700 during regular business hours at least 48 hours

before the meeting so 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.**

Agenda jointly prepared by D. Munz & C. Giese
Agenda posted by DMM on 11/04/2016

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, October 25, 2016 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Thurow

Council Members Absent: Zolper

Others Present: Chief Schauf, Clerk Giese, Adm. Geick, Attny. Kleczek-Bolin, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Kolb and carried to approve the minutes of October 11, 2016.

Moved by Ellington, seconded by Alt and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

PRESENTATION-

Bobbi Boettcher provided an update from the Chamber of Commerce.

PUBLIC INVITED TO SPEAK – none

MAYOR'S COMMENTS –.

The Mayor congratulated Dirk Carlson for his 5th year of service to the Water Utility.

The Mayor presented a Gem award to Helen Ziegler for her years of community service.

The Mayor honored Wade Peterson who received a service award from Wisconsin Wastewater Operators Association.

The Mayor honored Tom Pinion who is the chairperson of the League of Wisconsin Municipalities Committee for Engineering & Public Works.

CONSENT AGENDA

Resolution No. 16-96

THAT the Accounts Payable, in the amount of \$840,768.12 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 16-97

THAT Cliff Bobholz and Carolyn Wastlund be appointed to the Community Development Authority serving until November 14, 2019.

Resolution No. 16-98

THAT Craig Schlender be appointed to the Park & Recreation Commission serving until July 31, 2019.

Resolution No. 16-99

THAT the Common Council of the City of Baraboo, Wisconsin, shall hold a public hearing in the Council Chambers of the Municipal Building located at 135 Fourth Street, Baraboo, Wisconsin, on November 22, 2016, at 7:00 o'clock p.m. for the purpose of giving an opportunity to any interested persons to be heard relative to:

The Zoning upon annexation of two parcels of land on the North side of the 1300 Block of South Boulevard (CTH W), Located in the SW ¼ of the NE ¼ Section 3, T11N, R6E in the Town of Baraboo, totaling approximately 1.17 acres and owned by KT Real Estate Holdings, LLC.

BE IT FURTHER RESOLVED that the City Clerk shall publish notice of this Public

Resolution No. 16-100

That the following 3rd Quarter budget amendments are authorized for 2016:

2016 BUDGET AMENDMENTS

3rd Quarter, 2016

BA JE#	Account	Account Name	Budget	Amount to Amend	Added to Budget	Amended Budget
16-21	Public Works	Repair Eye Wash Station				
		100.31.53270.350 PW - CSC, Repair & Maint Materials	1,500	1,800		3,300
		100.31.53270.260 PW - CSC, Repair & Maint Serv-Bldgs	60,000	-1,800		58,200
	Transfer funds to cover purchase					
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16-22	Public Works (1731)	Repairs to Garbage Truck				
		100.31.53620.350 PW - Garbage & Refuse, Repair & Maint Materials	9,000	2,671		11,671
		100.31.53240.392 PW - Machinery & Equip., Small Equipment	5,543	-2,671		2,872
	Transfer funds for Equipment Repair					
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16-24	Fire	Purchase Cascade system with BFFA match				
		100.21.52200.814 Fire - Equipment purchase	0	5,730		5,730
		100.21.52200.392 Fire - Small equipment	35,411	-2,865		32,546
		100.21.48500 Fire - Donations	0		2,865	2,865
	Appropriate BFFA donation and transfer funds from small equipment to make the purchase					
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16-25	Econ Dev	Did not hire an employee for economic development assistance when the Village dropped out of the program. Restore budget to CDA for Pat Cannon's services				
		100-15-56710-00120 Econ Dev - Wages	31,200	-9,000		22,200
		100-67-56710-00290 BEDC - Other Constructed Services	27,000	9,000		36,000
	Transfer funds for program changes					
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16-26	Public Works (1758 & 1786)	Increase budget for Recycling truck parts				
		100.31.53635.00350.000 PW - Recycling, Parts	4,000	4,088		8,088
		100.31.53635.00290.000 PW - Recycling, Contract Services	37,750	-213		37,537
		100-31.53270-260 PW-City Services-Buildings	58,200	(4,500)		53,700
		100-31.53270-920 PW-Utility Allocation	(37,110)	625		(36,485)
	Transfer funds to cover budget overage					
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16-27	Parks (1763)	Use Insurance Proceeds for Bike Path Repair				
		100-52.55200-00280 Parks-R & M Facilities	19,750		7,456	27,206
		100-10.00000-48400 Insurance Recovery	0	7,456	0	7,456
	Allocate proceeds to cover asphalt repair					

16-28	Public Works (1767)	Sandblast & Refinish #8				
		100.31.53240.00240	PW-Machinery & Equipment, Repair Vehicles	20,000	15,522	35,522
		100.31.53650.00270	PW-Compost, Special Services	8,000	-8,000	0
		100.31.53650.00340	PW-compost, Operating Supplies	1,000	-1,000	0
		100.31.53300.00410	PW-Street Maintenance, Concrete	10,000	-6,522	3,478

Transfer fund to cover repairs

16-29	Public Works (1761)	Purchase Harley Rake (shared with Parks)				
		100.31.53370.00814	PW-Trees & Brush, Equipment Purchases	0	2,395	2,395
		100.31.53300.00392	PW-Street Maintenance, Sm Equipment	3,000	-1,320	1,680
		100.31.53240.00392	PW-Machinery & Equipment, Sm Equipment	2,872	-75	2,797
		100-31.53370-00392	PW-Trees & Brush, Sm Equipment	1,000	-1,000	0

Transfer funds to cover purchase

16-30	Public Works (1770)	Increase budget for truck parts				
		100.31.53240.00250.000	PW - Machinery & Equipment, Repair Equip.	3,000	1,765	4,765
		100.31.53300.00376.000	PW - Streets, Crack Filler	10,444	-1,765	8,679

Transfer funds to cover budget overage

16-31	Parks (1773)	Increase budget for bucket truck rental				
		100.52.53370-530	Parks-Trees-ROW, Rents & Leases	15,900	478	16,378
		100-52.56110-215	Parks-Forestry-Professional Services	18,000	-478	17,522

Transfer funds to cover budget shortage

16-32	Parks	Use insurance proceeds for Oschner Park wall repair				
		100-52.55200-00280	Parks-R & M Facilities	27,206	75,000	102,206
		100-10.00000-48400	Insurance Recovery	7,456	75,000	0

Allocate proceeds to cover asphalt repair

16-33	Parks	Mechanical repairs needed at the pool				
		100.53.55420-250	Pool - R&M Service - Equipment	6,565	1,314	7,879
		100-53.55420-280	Pool - R&M Service - Facilities	3,500	-1,314	2,186

Transfer funds to cover unplanned repairs

General Fund	Total Additional Appropriation	85,321	85,321
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STORMWATER

16-23	Stormwater (1733 & 1737)	Sweeper Repairs				
		950.36.81000.350	SW - Street Cleaning, Repair & Maint Materials	12,300	4,355	16,655
		950.36.81000.250	SW - Street Cleaning, Repair & Maint Service	4,200	-2,355	1,845
		950.36.83100.250	SW - Sewer Mains Maint., Repair & Maint Service	2,000	-2,000	0

Transfer funds to cover purchase

16-03	Stormwater (1779)	Use Reserves to cover Repair Materials			
		SW-Street Cleaning, Repair & Maint			
		950.36.81000.00350	Materials	16,655	6,801 23,456
		950.34000.000	SW - Fund Balance	0	6,801 6,801

Appropriate fund balance reserve to cover materials

UW

16-01	UW Campus	Apply Fund Balance for Carpeting not replaced last year			
		800.80.55600.260	UW Campus - R & M Service Building	12,000	30,000 42,000
		800.80.49300	Fund Balance applied	0	30,000 30,000

Account	Account Name	Original Budget	Amount to Amend	Added to Budget	Amended Budget
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BA 16-01	Water Utility	Transfer funds to cover budget overages			
		970-37.66200-510	Vehicle Insurance	686	15 701
		970-37.90200-340	Water Meter Reading-Operating Expense	1756	2110 3866
		970-37.90200-346	Water Meter Reading-Uniforms	2500	-770 1730
		970-37.90300-270	Customer Record Special Services	9685	900 10585
		970-37.92400-510	Water Property Insurance	6510	180 6690
		970-37.92500-510	Water Injury/Damage Insurance	14464	-3285 11179
		970-37.92800-321	Water Regulatory Comm-Licenses & Fees	0	162 162
		970-37.93000-340	Water Misc Expense-Operating Supplies	400	-162 238
		970-37.93100-530	Water Rents	32852	850 33702

BA 16-02	Sewer Utility	Transfer funds to cover budget overages			
		960-36.83200-250	Sewer Liftstation-Repairs/Maint Equip	2000	500 2500
		960-36.83200-340	Sewer Liftstation-Operating Supplies	500	-500 0
		960-36.85100-250	Sewer Office-Repairs/Maint Equipmt	7000	2160 9160
		960-36.85100-260	Sewer Office-Repairs/Maint Bldg	4900	-1100 3800
		960-36.85100-330	Sewer Office-Travel	2750	-1060 1690
		960-36.85200-270	Sewer Outside Services	12185	900 13085
		960-36.85300-510	Sewer Insurance	23231	-810 22421
		960-36.85600-321	Sewer Misc. Licenses & Fees	6150	-230 5920
		960-36.85700-530	Sewer Rent & Leases	5476	140 5616

Moved by Petty, seconded by Plautz and carried that the Consent Agenda be approved-8 ayes.

NEW BUSINESS

Resolutions:

Resolution No. 16-101

THAT the Mayor is authorized to sign the Agreement to Provide Fire Connection and a Fee agreement with The Leopold Center and Mathew and Lindy Larsen of the Town of Fairfield.

Moved by Wedekind, seconded by Sloan and carried that **Resolution No. 16-101** be approved-8 ayes.

Resolution No. 16-102

THAT long term lease rates at the Civic Center be increased by 1% in 2017.

Moved by Wedekind, seconded by Kolb and carried that **Resolution No. 102** be approved-8 ayes.

COMMITTEE OF THE WHOLE

Moved by Ellington, seconded by Alt and carried unanimously to convene as a Committee of the Whole to discuss the proposed 2017 budget. The Mayor recapped the proposed budget stating based on the goal setting this summer, two items of priority were improving technology and improving the look of the City. There are items in the budget that work towards both of those goals. We are not planning on any bond issue in 2017, although there will be some short term borrowing for work on the new Public Safety Administration building. \$360,000 is available for street reconstruction and the Public Safety Committee will create a priority list.

Ald. Ellington requested that the Committee consider reconstructing Broadway from 5th to 8th.

Ald. Petty requested that the Committee consider reconstructing portions of Lake Street.

The Mayor continued explaining that roof replacements for the UW campus buildings are planned in 2017-2019, one building each year. The Health insurance formula changed the allocation between the employee/employer added about \$18,000 to the budget. The Airport ownership has changed with Wisconsin Dells withdrawing and will have an effect on the budget, but we don't know the effect on this budget yet. A new server is being proposed and will be moved to the new Public Safety Administration building when the time comes.

Ald. Petty announced that the Baraboo District Ambulance Service has given us a levy assessment, but also has announced that they may wish to add to the per capita rate. Ald. Petty reported that he has advised that they should make reappropriations within their allowed budget as there is not room for additional levy at this time.

Administrator Geick reported there is money in the budget to complete a study of the Fire Department and how they will utilize this building once City and Police move out.

Ald. Ellington thanked all who have worked on the budget for a stellar job.

Ald. Kolb questioned the roundabout at South Blvd & Lynn Street and if that should be built at the time of occupancy.

Moved by Sloan, seconded by Petty and carried unanimously to reconvene into regular session.

MAYOR, ADMINISTRATOR, AND COUNCIL COMMENTS

The Mayor complimented the street reconstruction program for this year, including the large successful railroad project that took place earlier this year.

The Mayor announced a special meeting on November 1 to review current plans for the Public Safety Administration building.

It was agreed by general consent that Ald. Dennis Thurow will case the City vote at the BDAS annual meeting.

Ald. Ellington gave an update on the Drug Rehab program.

Ald. Wedekind asked everyone to keep their leaves on the tree bank and not on the street.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Monthly Reports for September, 2016 from – Fire Dept., Treasurer, Police Dept.

Minutes from the Following Meetings –

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 they 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 of 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 year¹⁰

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.

Administrative Committee

October 3, 2016

Present: Thurow, Ellington, Alt

Absent: none

Also Present: Mayor Palm, Clerk Giese, Adm. Geick, Atty Kleczek Bolin

The meeting was called to order by Ald. Thurow at noon, noting compliance with the Open Meetings law.

Moved by Ellington and seconded by Alt and carried to approve the minutes of September 12, 2016. Motion by Alt, seconded by Ellington to approve the agenda and carried unanimously.

Airport Operations: Giese reviewed a monthly financial report of airport activities. Ald. Alt reported on the Bureau of Aeronautics Operations and Land Use Seminar he recently attended. He was very impressed by how important our airport is to the economic vitality of the region. Mayor Palm reported on the Owner's meeting, in that all owners agreed to explore further how to finance the runway widening project. No action taken.

Ordinance 9.23, Possession of Drug Paraphernalia prohibited. The Committee reviewed a proposed ordinance that expands the definition of drug paraphernalia to include items without the presence of illegal drugs. Moved by Alt, seconded by Ellington and carried unanimously to recommend to Council.

The next meeting will be Monday, November 7 at noon.

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

Finance/Personnel Committee – Council Chambers

October 11, 2016

Members Present: Petty, Thurow and Sloan

Absent: none

Others Present: Mayor Palm, C. Giese, E. Geick, A. Kleczek Bolin

Call to Order – Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to adopt the agenda and carried unanimously. Moved by Sloan, seconded by Thurow to approve the minutes of September 26, 2016. Motion carried unanimously.

Accounts Payable – Moved by Sloan, seconded by Thurow to recommend to Council approval of the accounts payable for **\$669,206.89**. Motion carried unanimously.

Preliminary 2017 Budget – The Mayor explained that the wage budget was increased 1% and other expenditures 2%. A full time building inspector/code enforcement position is included since the current building inspector has announced his retirement. An increase for ambulance is included. The Mayor discussed other items: public works shed on City Services Center project, \$20,000 for a fire department study, ½ time Parks Forestry and 1 new police officer. There is no new debt for capital projects in the budget. There will be some short term debt for the Public Safety/Administration building. Today we received news that our transportation aids are about \$20,000 lower. The health insurance also needs to be discussed and a server has not been included in the budget and needs to be added. We also learned today that the City of Wisconsin Dells Finance Committee voted to leave as an Airport Owner, therefore that will affect our potential share of costs. Discussed whether we should leave. Reviewed health insurance options, discussed working toward reaching the 88% state recommended formula, making incremental steps in the next few years.

Taxi Grant Applications – Giese explained the taxi operating and capital grant applications for 2017 noting that we are asking for 1 vehicle and adding 2 hours per weekday without needing a local share. Moved by Sloan, seconded by Thurow to recommend submission of the taxi operating and capital assistance grant applications for 2017.

Weights & Measures Assessment – Moved by Sloan, seconded by Thurow and carried to recommend the 2016 weights and measure assessments to Council for action.

Room Tax Agreement – Alene discussed the formula in the contract was listed incorrectly and it was moved by Sloan, seconded by Thurow and carried unanimously to recommend the correction to Council for action.

Fee Waivers – The Committee heard a request from Hungry for Some Supper Myself event to waive the \$150 fee. Moved by Sloan, seconded by Thurow and carried unanimously to waive the fees.

Alma Waite Requests for 2017 – The Committee discussed the \$1000 remaining in the Alma Waite Fund. The committee agreed to leave the \$1000 in the fund and made no changes to prior recommended appropriations.

Committee Comments: None.

Adjournment – Moved by Thurow, seconded by Sloan and carried to adjourn. Motion carried, meeting adjourned at 6:45 p.m.

Copies of these meeting minutes are on file in the Clerk's office:

Parks & Recreation Comm.	9-12-16	Public Art Association	9-22-16
Outdoor Comp Rec Plan Comt.			

PETITIONS, AND CORRESPONDENCE

· **Petitions and Correspondence Being Referred** –none.

ADJOURNMENT

Moved by Ellington, seconded by Petty, and carried on voice vote, that the meeting adjourn.

Cheryl M. Giese, Clerk-Finance Director

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
<i>Comments</i>

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

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent

Motion:

Second:

Approved by Mayor: _____

Certified by City Clerk: _____

RESOLUTION DECLARING PROPERTY TO BE BLIGHTED
AND AUTHORIZING THE COMMUNITY DEVELOPMENT AUTHORITY
TO ASSIST THE REDEVELOPMENT OF THE PROPERTY; AND DECLARING INTENT
TO FINANCE THROUGH THE ISSUANCE OF COMMUNITY DEVELOPMENT LEASE
REVENUE BONDS TO USDA-RURAL DEVELOPMENT

WHEREAS, Section 66.1333, Wisconsin Statutes, as amended (the "Act"), states that it is the policy of this state to protect and promote the health, safety and general welfare of the people of the state in which blighted areas exist by the elimination and prevention of such areas through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in such areas; and

WHEREAS, this Common Council created a Community Development Authority (the "Authority") to eliminate or prevent substandard, deteriorated, obsolete and blighted areas in the City of Baraboo, Wisconsin (the "City"); and

WHEREAS, the Act, as amended, authorizes the Authority to undertake certain activities within the City, for the purpose of carrying out redevelopment, blight elimination, blight prevention and urban renewal programs and projects as set forth in the Act, together with all powers necessary or incidental to effect adequate and comprehensive redevelopment, blight elimination, and urban renewal programs and projects; and

WHEREAS, the properties in the City of Baraboo, Wisconsin (the "City") which were previously described as parcel numbers 0934-0000, 0933-0000, 1926-0000 and 0933-1000 (collectively, the "Alliant Energy/WP&L Properties") were determined by Ayres Associates ("Ayres") to have recognized environmental conditions that present a threat to human health or the environment in a Phase 1 Environmental Site Assessment prepared for the City in June, 2008; and

WHEREAS, in Resolution 2008-33 adopted May 27, 2008 to authorize the City to purchase the Alliant Energy/WP&L Properties, the Common Council declared the Alliant Energy/WP&L Properties to be "blighted" and in need of blight elimination and redevelopment; and

WHEREAS, City staff and Ayres determined that the Alliant Energy/WP&L Properties along with property previously described with parcel number 0954-0000 which included dilapidated improvements (collectively, the Former Alliant Energy and Boo Canoe Properties) were "blighted properties" as described in Section 66.1333, Wisconsin Statutes, at the time Ayres assisted the City in preparing the Riverfront Redevelopment Area Plan adopted in August, 2006 as evidenced by the letter attached hereto as Exhibit A (the "Ayres Letter"); and

WHEREAS, the Gilbert Properties had been determined by the City's staff to be "blighted properties" as defined in Section 66.1333, Wisconsin Statutes, at the time the City created its Tax Increment District No. 8 as a blight district in September, 2006 as evidenced by a portion of the report attached hereto as Schedule B (the "Inspector's Report") that was prepared by the City's Building Inspector in June, 2006; and

WHEREAS, blight elimination, slum clearance, and urban renewal and redevelopment projects on the Properties will protect and promote the health, safety and general welfare of citizens of the City; and

WHEREAS, the Authority proposes to acquire the Former Alliant Energy and Boo Canoe Properties and the Gilbert Properties (collectively, the "Properties") for the purpose of carrying out blight elimination and urban renewal projects and, as required by Section 66.1333(5)(c)2., Wisconsin Statutes; and

WHEREAS, the City is the owner of the Properties; and

WHEREAS, Section 5(c)1g. of the Act provides that the Authority may acquire blighted property without designating a redevelopment area or adopting a redevelopment plan if the Authority obtains advance approval of the Common Council by at least a two-thirds vote; and

WHEREAS, on November 1, 2016 the Authority conducted a duly-noticed public hearing at which all interested parties were afforded a full opportunity to express their views respecting the determination of blight for the Properties; and

WHEREAS, Section 66.1333(5)(c)2., Wisconsin Statutes requires that notice of the public hearing, describing the time, date, place and purpose of the hearing and generally identifying the properties involved be given to each owner of the properties at least 20 days prior to the date set for the hearing, by certified mail with return receipt requested; and

WHEREAS, the City received notice of the public hearing on October 12, 2016; and

WHEREAS, after the public hearing the Authority (i) found the Properties to be "blighted properties" within the meaning of Section 66.1333(2m)(bm), Wisconsin Statutes, and (ii) submitted the blight determination and proposed acquisition of the Properties for the purpose of carrying out blight elimination and urban renewal projects to this Common Council for approval; and

WHEREAS, in accordance with the Act, this Common Council now finds it necessary and in the public interest that the Authority undertake activities to eliminate and prevent blight, obsolescence, and the deterioration of the Properties and to promote redevelopment and urban renewal on the Properties; and

WHEREAS, this Common Council has studied the facts and circumstances relating to the Properties and the proposed acquisition of the Properties, consideration having been given, among other items, to the following matters: (i) the definition of "blighted property" contained in Section (2m)(bm) of the Act, (ii) the Ayres Letter and the Inspector's Report with respect to the existence of blight on the Properties in the context of the Act, (iii) the past and existing condition of, and the proposed uses of, the Properties, (iv) the goals and objectives of the proposed acquisition of the Properties, (v) visual inspections of the Properties and surrounding

areas by various members of the Authority and by various staff of and consultants to the City, and (vi) reports and recommendations to the Common Council by the Authority; and

WHEREAS, to remedy the blighting conditions on the Properties, the Authority plans to issue Community Development Lease Revenue Bonds for the purpose of providing interim financing for the acquisition of the Properties and the construction of a municipal building to be used as a public safety facility and administrative offices (the "Project") (the "Interim Financing"); and

WHEREAS, the Authority intends to refinance the Interim Financing and provide long-term financing for the Project through the issuance of Community Development Lease Revenue Bonds (the "Bonds"), which Bonds will be sold to USDA-Rural Development; and

WHEREAS, as a part of a program of blight elimination and community development that the Authority is undertaking with respect to the blighted property, the Authority proposes to acquire the Properties and finance the Project and to lease the Properties to the City;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo as follows:

1. The Common Council hereby finds, determines and declares that the Properties are blighted properties as of the times described in the Ayres Letter and the Inspector's Report within the meaning of Section (2m)(bm) of the Act which substantially impair or arrest the sound growth of the community.
2. The Common Council finds that a comprehensive redevelopment plan is not necessary to determine the need for the acquisition of the Properties, the uses of the Properties after acquisition and the relation of the acquisition to other property redevelopment by the Authority.
3. The Common Council hereby finds that it is in the best interest of the City to have the Authority issue both the Interim Financing and the Bonds to provide both interim and permanent financing for the Project.
4. The Common Council hereby finds that the staff of the City is authorized to continue to pursue selling the Authority's Interim Financing to an interested purchaser and the Authority's Bonds to USDA-Rural Development. All actions taken in connection with selling the Interim Financing and the Bonds to USDA-Rural Development are hereby ratified.

Adopted and approved this 8th day of November, 2016.

(SEAL)

Michael Palm, Mayor

Cheryl Giese, City Clerk

EXHIBIT A

(See Ayres Letter Attached)

FORMER ALLIANT ENERGY AND BOO CANOE PROPERTIES

- Parcel Number 0934-00000
- Parcel Number 0933-00000
- Parcel Number 1926-00000
- Parcel Number 0933-10000
- Parcel Number 0954-00000

EXHIBIT B

(See Inspector's Report Attached)

GILBERT PROPERTIES

- Parcel Number 1776-00000

- Parcel Number 1777-00000

The City of Baraboo, Wisconsin

Background: In 1952 the City purchased and then ran a landfill located on the northwest quadrant of the intersection of Crawford Street and CTH A. IN 1976, the City started to haul refuse to the Sauk County Landfill and the City's landfill was used sporadically in emergency situations. In 1983 the landfill operation license was not renewed and the long process of closing the landfill was commenced. Also in 1983, the first set of monitoring wells and gas probes were installed. The attached contract with MSA Professional Services is for the continued annual monitoring required by a consent order the City signed with the Wisconsin DNR. The contract is based on the consent order and consists of two parts; one for monitoring of the groundwater wells and a second for monitoring gas probes. Billing to the City is done on a per unit basis. The frequency and level of testing has been reduced to the minimum level and is not expected to decrease any further in the future. Monitoring of the wells and probes will continue indefinitely. MSA has been providing the monitoring services since 1977 and the attached contract will extend their services through 2019.

This matter was reviewed by the Public Safety Committee at their October 31st meeting and was unanimously recommended for approval.

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

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

THAT the Mayor and City Clerk are hereby authorized to execute a time and expense Agreement with MSA Professional Services, Inc. for annual monitoring at the former City Landfill in the amount of \$14,570 per year for the next three years, 2017 through 2019.

Offered by: Public Safety
 Motion:
 Second:

Approved: _____
 Attest: _____



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.

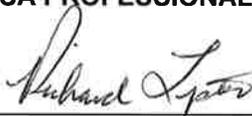
This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. 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

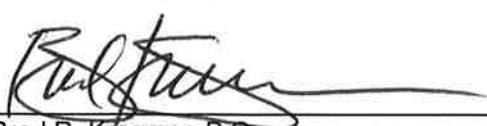


Richard S. Lyster, P.G.
Team Leader

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.



COPY 2 OF 2 COPIES

Task Order #4

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.

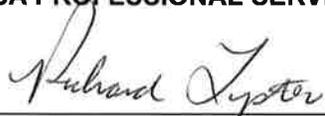
This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. 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. Kjaerner, 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>
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Principals.....	\$155-\$190/hr.
Professional Engineers.....	\$85-\$190/hr.
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Staff Engineers	\$82-\$120/hr.
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REIMBURSABLE EXPENSES

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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: _____



BARABOO FIRE DEPARTMENT

Date: November 3, 2016
To: Personnel/Finance Committee
CC: Towns and Village Budget Committee, Mayor Palm, Remaining City Council Members and City Administrator Geick
From: Kevin G. Stieve, Fire Chief
RE: 2017 Proposed Fire Department Budget

On October 27, 2016 Mayor Palm, City Administrator Geick and I met with the Towns and Village Budget Committee to review the proposed 2017 Fire Department Budget as well as to discuss the new Fire Protection Service Agreement.

I have attached a copy of the meeting minutes that shows unanimous approval of the 2017 Fire Department Budget. The meeting went very well with little, but positive discussion.

In satisfaction of the terms of the Fire Protection Service Agreement this is your official notification of the Towns and Village Budget Committee vote. This notice is to be considered the final voting results and attached to the submitted 2017 Fire Department Budget.

Present: Town of Baraboo (Randy Puttkamer), Town of Fairfield (Tim Stone), Town of Greenfield (Terry Turnquist), West Baraboo (Jim Allen) and City of Baraboo (Mike Palm, Ed Geick and Chief Kevin Stieve)

Absent: Town of Sumpter

Meeting called to order at 8:30 a.m. by Chief Stieve. Stieve noted compliance with open meeting law. Moved by Baraboo (Palm), seconded by Town of Greenfield (Turnquist) to approve agenda and carried unanimously.

Annual Incident Responses to Date – Chief Stieve handed out year-to-date incident responses for each municipality. He also handed out the September Monthly Report for the Baraboo Fire Department.

2017 Budget – Chief Stieve summarized the 2017 Budget for the group. Each member received a copy of the Capital Equipment Fund Balance for the end of September and also an estimated sheet for the end of the year. Chief Stieve showed the group estimated costs of the new Engine scheduled for 2017. There was discussion on the size of the apparatus when responding out to the Town with narrow, long and hilly drives. Chief Stieve told the group that the department strives for consistency in designing apparatus. Chief Stieve also said there are options for taking smaller four wheel drive Brush Truck first due to certain, identified areas to allow for different set up and tactics. Chief Stieve told the group the City has budgeted \$20,000 for an organizational study of the fire department similar to what was completed for the Ambulance Service a few years ago. Chief Stieve also explained some maintenance issues with the 25 year old breathing air compressor and the need to replace it in the near future. Estimated cost of replacing it is around \$50,000. The use of the funds in the Capital Equipment Fund was discussed and the consensus of the group was to use this money when needed. Moved by Town of Greenfield (Turnquist), seconded by West Baraboo (Allen) to approve 2017 Budget and carried unanimously.

Fire Protection Service Agreement – Chief Stieve gave an overview of the updated Fire Protection Service Agreement including a paragraph that was added to include the cost allocation for the Fire Inspector that was not on the first draft sent out prior to the meeting. Chief Stieve also addressed a suggestion from Town of Baraboo allowing each municipality to keep money received from the State of Wisconsin through the State Highway Incident Billing Program. Chief Stieve had records from the last three plus years indicating three payments from the State of Wisconsin to the Town of Baraboo. Chief Stieve felt it would be unfair and cumbersome if this was added to the Fire Protection Service Agreement. The group was satisfied with this explanation.

Moved by Town of Fairfield (Stone), seconded by Town of Greenfield (Turnquist) to approve the new Fire Protection Service Agreement from January 1, 2017 to December 31, 2026 and carried unanimously.

Adjournment A motion was made by Town of Greenfield (Turnquist) and seconded by Town of Baraboo (Puttkamer) and unanimously approved to adjourn at 9:55 a.m.

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 (E¹/₂ SE¹/₄) Section 28

North one-half of Section 27

Southwest Quarter (SW¹/₄) of Section 27

Northwest Quarter of Southeast Quarter (NW¹/₄ SE¹/₄) 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 (N¹/₂ NE¹/₄ SW¹/₄) of Section 26

Section 25 except South one-half of Southwest Quarter (S¹/₂ SW¹/₄ 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		
	Value *	Total Calls	Population
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

	C Baraboo	V West Baraboo	T Baraboo	T Fairfield	T Greenfield	T Sumpter	
Equalized Value Share	\$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

The City of Baraboo, Wisconsin

Background The Baraboo-Wisconsin Dells Airport Owners met on Nov 4th to discuss the runway reconstruction project and the possible widening of the runway at the same time. A motion was approved by the Owners to authorize MSA to proceed with final plans, prepare specifications for the reconstruction project that would include Option A and a separate cost for Option C.

Alternative A = Reconstruction of existing footprint at B-II standards

Alternative C = Reconstruction and widening from 75' to 100' Hybrid of C-II standards for 100' runway, but B-II standards for other features

Local Funding Requirement of options:

Option	Cost Estimate	Local Share	Each Owner	Completion
A	\$2.9M	145,000	36,250	2018
C	\$3.7M	945,000	236,250	2018

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

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

To approve of MSA proceeding with design and bidding for the Baraboo-Wisconsin Dells Airport reconstruction project for Option A and for Option C, the widening.

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

RESOLUTION NO. 2016-

Dated: November 8, 2016

The City of Baraboo, Wisconsin

Background

The Police Chief solicited bids for a private contractor for Towing Services. A RFP was sent to three contractors and posted on the City Web Site and FaceBook pages. Upon the return date, one vendor responded; Bill's Towing Baraboo Lodi. The bid includes no cost towing for City vehicles, including heavy trucks.

The bid was reviewed by the Public Safety Committee and it recommends entering into contract for CY 2017, 2018 with Bill's Towing.

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

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

TO: Authorize the agreement with Bill's Towing for contracted tow services for CY 2017 and 2018.

Offered by:
Motion:
Second:

Approved:

Attest:

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.

\$ 0

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,

Bills Towning & Auto Repair, LLC
(Contractor)

(SEAL) - if Proposal is by a corporation

By: Kathy Sellner, Vice President
(Name, Title)

92516 Hwy B1
(Business Address)

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

(608) 592-7364

(Telephone)

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 have no traffic control. 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 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 ___th day of November, 2016 and is recorded on page ____ of volume ____.

City Clerk: _____

The City of Baraboo, Wisconsin

Background: The Baraboo Economic Development Commission has requested some changes to its purpose, duties, and membership in order to better reflect its aspirations. This ordinance adds a purpose for BEDC. In addition, it specifies more specifically the membership desires and adds a member from the CDA, SCDS, and the Chamber of Commerce. Lastly, the ordinance updates the powers and duties.

This Ordinance received unanimous support at the October meeting of BEDC.

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

An Ordinance amending §1.27, Baraboo Economic Development Commission.

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

§1.27 of the City of Baraboo Ordinance is hereby amended to read as follows and said Ordinance shall be effective upon passage.

1.27 BARABOO ECONOMIC DEVELOPMENT COMMISSION.

(1) PURPOSE. The purpose of the Baraboo Economic Development Commission shall be to develop data regarding the economic needs, advantages, and sites in the City of Baraboo; cooperate with other area economic development entities; acquaint prospective businesses with the advantages of location within the Baraboo area; and to study and make recommendations to the Mayor and City Council for the continuing improvement of the economic and business climate of Baraboo.

(4)(2) MEMBERSHIP. The Baraboo Economic Development Commission shall consist of thirteen members. One member shall be the Mayor, or the Mayor's designee. There shall be one member from each of the following organizations: the Baraboo Community Development Authority; the Sauk County Development Corporation; and the Baraboo Area Chamber of Commerce. Each of these three members shall be designated by the respective organization and according to its internal process and serves as an official representative from their organization. Eleven- Up to seven members shall be citizen members appointed by the Mayor, including individuals, representatives of government, business or industry from the City of Baraboo, Village of West Baraboo, Town of Baraboo, Town of Greenfield or Town of Fairfield, all subject to confirmation by the Council. These citizen members may represent the following industries: health care, tourism, conservation, agriculture, manufacturing, financial, education, and retail service. These seven Members shall serve staggered three-year terms. Two-One additional members shall be an Alderpersons appointed by the Mayor and confirmed by the City Council who shall serve a one-year terms. The Commission shall elect a Chair, Vice Chair, and Secretary each year at its May meeting. (2224 04/11/2006; 2374 02/14/2012; 2390 01/08/2013)

(3)(2) POWERS AND DUTIES. The Commission, as an advisory group, shall work on various projects consistent with approved plans and policies and as assigned by the Mayor and/or City Council for the improvement of the economic vitality of the Community. These projects may include business and economic development initiatives, redevelopment planning, other community development efforts, and other matters related to the quality of life and economic vitality of the Baraboo area. The Commission shall make recommendations to the Mayor and City Council regarding its findings and -tourism, nature conservancy, or other matters related to economic development or the improvement of municipal operations in the

~~community to serve such. The Commission shall cooperate with the Sauk County Development Agency to study and make recommendations to the Council~~ for the continuing improvement of the economic climate of the City Baraboo Area. The Commission shall, at least once a year on or before October 1st of each year, report to the Council concerning its activities and recommendations with regard to economic development matters. (2224 04/11/2006)

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 _____ of November, 2016 and is recorded on page _____ of volume ____.

City Clerk: _____

**Baraboo Fire Department
Monthly Report - October 2016**

Incident Responses	October	Year to Date	Totals	Year to Date	Percentage Increase/Decrease
	2016	2015	2015	2016	
Fire, Other	1	4	4	4	
Building Fire	1	11	14	9	36 2016 Fire 12.72%
Fire in Mobile Home used as a Fixed Structure	1	0	0	1	91 2016 Rescue 32.16%
Fire in Structures other than Building	0	1	1	0	21 2016 Haz Mat 7.42%
Cooking Fire	0	6	9	3	57 2016 Alarm 20.14%
Chimney Fire	0	0	0	0	66 2016 Other 23.32%
Vehicle Fire	1	10	10	13	12 2016 Mutual Aid 4.24%
Wildland Fire	0	11	11	2	
Trash or Rubbish Fire Contained	0	0	0	0	
Outside Rubbish, Trash or Waste Fire	0	2	2	0	55 2015 Fire 15.19%
Dumpster or other Trash Receptacle Fire	0	4	4	4	101 2015 Rescue 27.90%
Outside Storage Fire	0	0	0	0	6 2015 Haz Mat 1.66%
Outside Gas or Vapor Combustion Explosion	0	0	0	0	60 2015 Alarm 16.57%
Medical Assist	4	17	17	17	123 2015 Other 33.98%
Vehicle Crash	9	56	72	57	17 2015 Mutual Aid 4.70%
Motor vehicle/pedestrian crash	0	2	2	2	
Search for Person on Land	2	0	0	5	
Extrication of Victim(s) from Building/Structure	0	1	1	0	
Extrication from Vehicles	1	4	5	6	
Extrication, Other	0	1	1	0	
Elevator Rescue	0	0	0	0	
Water/Ice Rescue	0	0	0	0	
High Angle Rescue	0	2	3	4	
Hazardous Material	1	4	5	12	
Carbon Monoxide Incident	0	1	1	9	
Hazardous Call, Other	1	17	24	8	
Vehicle Accident - General Cleanup	0	8	9	3	
Animal Rescue	0	1	1	1	
Water Problem, Other	0	2	2	1	
Smoke or Odor Removal	0	1	1	1	
Sevice Call, Other	0	0	0	0	
Lock-out	0	0	0	0	
Assist Police	0	6	10	0	
Public Service	0	6	6	4	
Unauthorized Burning	0	5	5	3	
Authorized Burning	1	1	1	1	
Good Intent Call	0	35	41	20	
Dispatched/Cancelled	3	15	20	22	
Wrong Location	0	0	0	0	
Smoke Scare, Odor of Smoke	0	3	3	1	
Steam, Vapor, Fog or Dust thought to be Smoke	0	0	0	0	
Malicious Alarm	1	4	4	8	
Bomb Threat	0	0	0	0	
Alarm	3	32	41	36	
Carbon Monoxide Alarm	1	13	15	13	
Lightning Strike	0	0	0	1	
Severe Weather Standby	0	0	0	0	
Mutual Aid - City	0	8	8	6	
Mutual Aid - Rural	0	7	9	6	
Totals	31	301	362	283	-5.05%
		-4	-4	-1	Exposure Fires
		297	358	282	Total Incidents
Incident Responses by Municipality	Total Incidents	Percent			
City of Baraboo	24	77.42%	162	57.24%	
Village of West Baraboo	3	9.68%	24	8.48%	
Town of Baraboo	3	9.68%	53	18.73%	
Town of Fairfield	0	0.00%	8	2.83%	
Town of Greenfield	0	0.00%	21	7.42%	
Town of Sumpter	1	3.23%	3	1.06%	
Mutual Aid - City	0	0.00%	6	2.12%	
Mutual Aid - Rural	0	0.00%	6	2.12%	
Totals	31	100.00%	283	100.00%	
			-1		Exposure Fires
			282		Total Incidents

**Baraboo Fire Department
Monthly Report - October 2016**

Fire Inspections	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec
City of Baraboo	17	48	154	124	148	203	7	18	124	56		
Village of West Baraboo	42	85	0	2	1	0	2	88	8	0		
Town of Baraboo	2	0	0	0	0	26	13	2	0	0		
Town of Fairfield	2	0	0	0	0	3	2	2	0	0		
Town of Greenfield	0	0	0	0	0	2	4	2	0	0		
Town of Sumpter	0	0	0	0	0	0	1	0	0	0		
Totals	63	133	154	126	149	234	29	112	132	56	0	0
								Total Inspections Year to Date				1188

Fire Prevention Education - Current Month	Number of Activities	Number of Adults	Number of Children	Total Participants	
Fire Extinguisher and Fire Safety Training	3	4	28	32	
Fire Safety Presentations	21	80	506	586	
Fire Safety House Training	7	48	596	644	
Other (Open House)	0	0	0	0	
Grand Totals	31	132	1130	1262	
			Total Fire Safety Contacts Year to Date		2608

	Number of Smoke Alarms	Number of CO Alarms	Total
Install Smoke and Carbon Monoxide Alarms	6	5	11

19 Year to Date Total

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
JANUARY - OCTOBER PERMITS

PERMIT TYPE	2015 YTD	2015 EST COST	2015 FEES	2016 YTD	2016 EST COST	2016 FEES
Commercial, New	1	\$2,300,000.00	\$10,606.50	5	\$2,412,500.00	\$9,583.94
Commercial Addition	0	\$0.00	\$0.00	1	\$200,000.00	\$3,587.38
Commercial, Alterations	27	\$10,484,757.00	\$11,571.82	16	\$1,910,457.00	\$16,830.10
Commercial, Razing	0	\$0.00	\$0.00	2	\$0.00	\$60.00
Residential, New Single Family	11	\$1,675,000.00	\$9,195.00	29	\$3,205,172.00	\$123,043.69
Residential, New Duplex	0	\$0.00	\$0.00	1	\$230,000.00	\$7,756.06
Residential, Additions	5	\$118,737.00	\$525.00	4	\$10,700.00	\$615.56
Residential Remodel	42	\$476,281.00	\$3,777.00	38	\$270,326.00	\$3,567.18
Residential, Razing	6	\$0.00	\$180.00	4	\$0.00	\$120.00
Roofing/Siding/Windows	142	\$1,181,122.84	\$8,281.70	117	\$1,395,978.00	\$8,057.00
Garage/Sheds/Deck/Fence	83	\$284,694.00	\$5,190.00	77	\$220,496.71	\$4,982.68
Multi-Family Units	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Plumbing Only	2	\$7,000.00	\$120.00	0	\$0.00	\$2,200.83
Electrical Only	24	\$74,354.00	\$1,740.00	28	\$93,110.00	\$1,920.83
HVAC Only	6	\$33,943.00	\$360.00	5	\$20,335.00	\$3,445.00
Sign Permits	18	\$23,000.00	\$1,200.00	23	\$52,383.00	\$3,115.00
Misc. Permits	9	\$176,600.00	\$725.00	6	\$77,500.00	\$545.00
TOTALS	376	\$16,835,488.84	\$53,472.02	356	\$10,098,957.71	\$189,430.25



Baraboo Public Library

Enlighten, enrich, entertain, inspire!

To: Mayor and City Council
From: Library Director Meg Allen
Subject: Monthly Report
Date: November 3, 2016
CC: City Administrator, Library Board

Baraboo Public Library wins South Central Library System Foundation partnership award

Every year the South Central Library System Foundation (SCLSF) recognizes a member library for strong community partnerships that add to the value of the library and the community as a whole. The Baraboo Public Library was selected as the winner of the 2016 Giddy Up Partner Award for collaboration with the City of Baraboo Parks and Recreation Department on youth programs throughout the past year and the successful installation of the StoryWalk[®] at City View Park. The award will be presented at the SCLSF annual Cornerstone Celebration on Thursday, November 17 at the Cambridge Winery in Cambridge. All are invited to attend.

Building project Upgrade Review Committee update

The ad hoc Upgrade Review Committee charged with evaluating the status of the library building project met on October 5 and October 26. The committee has:

- discussed the value and role of the library in Baraboo
- brainstormed about future library services to meet the unique needs of our community
- evaluated space needs for the future

The committee will begin to draft their report to the Library Board at their next meeting on November 16.

Mobile hotspot now available for checkout

A mobile hotspot is a portable device that provides wireless internet access for your laptop, tablet, smartphone, MP3 player or gaming devices at home or wherever you are! Our hotspot is secure, has unlimited data without speed reductions, and can be checked out for one week at a time. This pilot project is made possible by a Library Services and Technology Grant awarded to the South Central Library System.

Christians donate piano

Bill and Cory Christian have given the library a beautiful Baldwin Hamilton console style piano. We look forward to incorporating this lovely instrument into our line-up of live music programming.

If you have any questions about what's happening at the library, please contact me by email at meg@baraboopubliclibrary.org, by phone at 356-6166, or stop by the library at 230 4th Avenue.

For information about services and programs, visit our website at <http://www.baraboopubliclibrary.org/> or check us out on [Facebook!](#)

Members Present: Petty, Thurow and Sloan

Absent: none

Others Present: Mayor Palm, C. Giese, E. Geick, A. Kleczek Bolin, M. Hardy, K. Stieve

Call to Order –Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to adopt the agenda and carried unanimously. Moved by Sloan, seconded by Thurow to approve the minutes of October 11, 2016. Motion carried unanimously.

Accounts Payable – Moved by Sloan, seconded by Thurow to recommend to Council approval of the accounts payable for **\$840,768.12**. Motion carried unanimously.

Preliminary 2017 Budget – The committee reviewed the proposed budget summary. The Public Safety Committee will meet next week to discuss their priorities of street reconstruction. No action taken.

Budget Transfers –The Committee reviewed the budget transfers for the 3rd quarter. Moved by Sloan, seconded by Thurow to recommend approval of 3rd quarter budget transfers.

Fire Service Agreement – Chief Stieve discussed the fire connection agreement. The Leopold Center on Levy Road is building a residential unit and requires a sprinkler system per code. They are also requiring enhanced fire services which are being proposed in a service contract. Moved by Sloan, seconded by Thurow and carried to recommend to Council for action.

Civic Center Room Rates– Mike Hardy reviewed the proposed rental rates for the civic center in 2017. The Parks Commission recommends a 1% increase. The Boys and Girls Club and Senior Center rent is 30% of the approved rental rate and the remainder is a subsidy as prior years. Moved by Sloan, seconded by Thurow and carried to recommend to Council for action.

Committee Comments: None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn. Motion carried, meeting adjourned at 6:18 p.m.

Cheryl Giese, Clerk-Finance Director

Minutes of Plan Commission Meeting October 18, 2016

Call to Order – Phil Wedekind called the meeting of the Commission to order at 5:15 PM.

Roll Call – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O'Neill, and Tom Kolb. Kate Fitzwilliams was absent.

Also in attendance were Tom Pinion, Ed Geick, Atty. A. Bolin, Mark Carlson, Jonathon and Katy Tipton, Brent Hesselberg, Scott Zietlow, Betty Matthews.

Call to Order

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: Kolb moved, seconded by O'Neill to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by Liston, seconded by Kolb to approve the minutes of the September 20, 2016 meeting. Motion carried unanimously.

Public Invited to Speak (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) There were no speakers.

Public Hearing

- a. Public Hearing to consider request of 1022 & 1024 Parkside LLC, c/o Tracy Papandrea, for a Conditional Use Permit to convert the two existing two-unit condominium to side-by-side single-family residential dwellings at 1016/1018 and 1022/1024 Parkside Avenue, Baraboo of Baraboo, Wisconsin – There were no speakers so the hearing was declared closed.

Old Business

- a. Consideration of the Church of the Nazarene's request for a conditional use permit to allow a variable message sign in an R-1A Single-Family Residential zoning district, located in the SE¼ of Section 26, T11N, R6E, City of Baraboo, Sauk County, Wisconsin at 1800 Crawford Street – Pinion said that Jonathon Tipton, Pastor of the church, and Brent Hesselberg of the Sign Shop were in attendance. He then presented a picture of the sign the Hesselberg sent in that is super-imposed from last meeting. He said that the variable message is going to be smaller than the back lit fluorescent lit, changeable message board. He said he doesn't think many sign companies sell the changeable lettered signs, and the way to the future seems to be the electronic ones. He said the City ordinance limits the sign to 12 square feet, which is seen not occupying the entire space of the old sign. He said that in the month's summary he gave the Commission the characteristics of the how the sign has to be operated, not only in accordance with the definition in our Zoning Code, but also with the DOT's requirements. Kolb asked Hesselberg is the sign would be any brighter than the original. Hesselberg answered that it would be a lot less bright because the original cabinet was 3 x 24 square feet of visible lighted area, this cabinet has a potentially lighted area of 10 square feet, and because it is only digital letters that light up, which technically only pick up less than 30% of that square footage. He said that the sign dims at night and it can be adjusted; it can be programmed to come on and go off at a certain time. Kolb asked Pastor Tipton what the hours of operating on the current sign were. Tipton said that currently it would come on at dusk and shut off between 10:00 and 10:30 in the evening. Kolb said that he doesn't what a sign that is flashing messages in a residential area, and asked how often he would anticipate changing the sign. Tipton said that they would put a couple of different messages on it, service times and a positive, encouraging statement; however, it would not be a fast move, but more a fade out and fade in, so it wouldn't cause any distraction for traffic, and each one would be left up for approximately for 30-45 seconds so it would give people time enough to read it without being distracted. Hesselberg that that this sign is totally programmable in the software. O'Neill asked if the sign is capable of flashing and scrolling. Hesselberg said that it can be programmed to do anything, but it isn't a full color video screen. O'Neill has a concern that once the Commission sets a precedence of allowing variable message signs in a residential neighborhood, it could get out of hand. O'Neill said that if the Commission would approve this he would not like to see it go so late at night and turn off possibly 10:00 at the latest. Kolb wanted to clarify that if the Commission permitted this, they would want it off by 10:00 p.m., a six second between messages, and no graphics. Franzen said that it could be set longer that six seconds between messages, six seconds is the DOT minimum rule. Kolb moved to approve the request for a conditional use permit to allow a variable message sign in an R-1A Single-Family residential zoning district at 1800 Crawford Street with the condition that it is off by 10:00 p.m., 30 seconds between changes of messages, and there will be no graphics. Franzen seconded the motion. On roll call for the motion, Ayes – Thurow, Franzen, Liston, O'Neill, Kolb, and Wedekind. Nay – 0, motion carried 6-0.

New Business

- a. Consideration of 1022 & 1024 Parkside LLC's request for a Conditional Use Permit to convert the two existing two-unit condominium to side-by-side single-family residential dwellings at 1016-1018 and 1022/1024 Parkside Avenue, City of Baraboo, Wisconsin – Mark Carlson said that the Papandreas are in the process of dissolving the condominium, and then would live divide the duplexes to zero lot so each duplex can be owned by individual rather than a condo arrangement. Liston asked if there currently were more condos in this complex than these, Carlson said that there wasn't. Wedekind asked if there was a fire wall between them and Pinion said that he doesn't have the written report, but has been told that there is. He said that the only document that the City would need before the CSM could get recorded is the dissolution of the condominium association and that is something the Papandreas are working on with their attorney. It was moved by Liston, seconded by O'Neill to approve the request for Conditional Use Permit to convert the two existing two-unit condominiums to zero lot line duplexes. On roll call vote for the motion, Ayes – Franzen, Liston, O'Neill, Kolb, Wedekind, and Thurow. Nay – 0, motion carried 6-0.

- b. Review and approve a four-lot Certified Survey Map for side-by-side single-family residential dwellings at 1016/1018 and 1022/1024 Parkside Avenue, City of Baraboo, Wisconsin for 1022 & 1024 Parkside LLC, c/o Tracy Papandrea – Liston moved, Kolb seconded to approve a four-lot CSM as presented. Kolb asked if it was necessary to add a conditional that they follow the zero lot line code. Pinion said in order for them to do the side-by-side they have to follow Code, the CSM is one component of that and they have to sign the agreement. Liston amended his motion to be conditioned on full compliance with City Code. Kolb seconded the amended motion. On roll call vote for the motion, Ayes – Liston, O’Neill, Kolb, Wedekind, Thurow, and Franzen. Nay – 0, motion carried 6-0.
- c. Review and recommendation on the annexation and zoning upon annexation of two parcels of land on the north side of the 1300 block of South Blvd (CTH W), located in the SW¼ of the NE¼ Section 3, T11N, R6E in the Town of Baraboo, totaling approximately 1.17 acres owned by KT Real Estate Holdings, LLC – Scott Zietlow, 1626 Oak Street, LaCrosse, WI, representing Kwik Trip introduced himself to the Commission. Pinion said KT Real Estate Holdings has acquired two parcels between their existing Kwik Trip development and MSA Professional Services on the north side of South Blvd., immediately east of the existing Kwik Trip. He said that they have expressed the intention to supplement their current development by adding diesel fuel islands. He said that all necessary annexations papers have been submitted. He said construction will begin in the spring. Pinion said that they will have to amend the original conditional use permit once it is formally in the City and the site plan review is before the Commission at this time. He said that they have to touch up the landscaping plan; they will have the existing driveway configuration. He said that the intersection of the driveways seem to be working very well since traffic has died down some. Kolb moved, Liston seconded to recommendation the annexation of the two parcels of requested. Pinion said that as part of the annexation the Commission should consider what they want the property zoned once annexation has occurred. He said that everything along this corridor is zoned B-3. Kolb amended his motion to include the property being zoned B-3 upon annexation. Liston seconded the amended motion. Franzen asked Zietlow if the exit that currently comes out of their present station that runs down to the corner and then up Hwy. 12 up to O’Reilly’s is always going to be accessible. Zietlow said that it is his understanding that exit will not be there forever. Franzen asked if Kwik Trip would put a stop there and not allow that to happen. Zietlow said that is doesn’t know what is going to happen to the corner lot. Liston said that it isn’t an entrance, it is just an exit and one can’t hinder from that because it is a divided highway. Pinion said that there is median opening where it could be used for ingress as well as egress and it is a shared driveway by easement, it is prescribed by easement to provided shared access to that western 100 feet of what Kwik Trip’s ownership is. It is a separate lot that they will be looking to sell individually, if they can secure a cross parking easement to give them that he is sure that will be part of the negotiations, but Zietlow isn’t the one that can so that. Liston feels that it would be helpful because entering could be a dangerous situation, exiting would be less so because you have to go north. Pinion and Franzen said that exiting vehicles could go north or south due to the median opening. Pinion said that this has worked for O’Reilly’s with the extra traffic from Highway 12, a year from now when the thru traffic is moved over a mile, it will make it an easier cross-traffic movement, South Blvd. may become a little bit busier at the intersection, but this gives people an option. On roll call vote for the motion, Ayes – O’Neill, Kolb, Wedekind, Thurow, Franzen, and Liston. Nay – 0, motion carried 6-0.
- d. Discussion of possible changes to the City of Baraboo Ordinances, Chapter 17, Subchapter III: Sign Code – Attorney Bolin said that there was a recent Supreme Court case that stated that most regulation of signs based on the content of the signs implicates the First Amendment (Free Speech) and is subject to strict scrutiny. It is very difficult to pass the strict scrutiny test and most statutes subject to strict scrutiny are unconstitutional. She said that she feels that the Code really has to be looked at and changes made, but she wanted to bring it before the Commission first to get thoughts and directions. She said that mainly what is being recommended by lots of different organizations is instead of content, look at time period, so, for example, in order to allow political signs, everybody can have one extra sign, this dimension, 60 days before an election, that type of thing. O’Neill asked if the time period can be regulated, Bolin answered in the affirmative. She said another example would be if a house is being sold, an extra sign can be placed on their property. It was verified that a sign can’t be designated as a political sign, etc., because that is content. Pinion said that the Commission was given a copy of the Sign Code that shows the parts that are in conflict with the Supreme Court decision. Bolin said that she skimmed through the ordinance and said that these are things that could possibly be a problem. She said what she wants from the Commission is how they want staff to move forward with the sign, and what they want to see in the ordinance. Liston asked the timeframe for redoing the ordinance. Bolin said that it isn’t a rush; however, the key for the City is going to be is that things that would be unconstitutional, we won’t enforce. Liston said that he would like more time to look at the Code. O’Neill understands the need for the changes and feels it should move forward. Franzen said that the Sign Code was reviewed not too long ago and he feels disappointed that it doesn’t suite where the City wanted it to go, he isn’t a lawyer and doesn’t always know what the law is for Federal, and if it wrong it has to be fixed. It was stated that the Supreme Court decision was started due to directional signs. She said that there are two categories that the City will still be able to regulate what they say, government signs are one of them. She said that other thing the City can still regulate is off-premises signs. Bolin asked if the Commission wanted her to bring back a draft next month, Liston said he would like to see a work in progress, but he doesn’t think it is going to be an easy thing to draft and will take some time.

Adjournment - It was moved by Liston and seconded by Kolb to adjourn at 5:55 p.m. The motion carried unanimously.

Phil Wedekind,
Mayor Designee

City Hall—Baraboo Wisconsin

135 4th Street

Baraboo, Wisconsin 53913

Dear Mayor Palm and the City Council,

I have just come back from a trip to Portage and entered our city to be greeted by another wonderful ride on East 8th street. Thank you, Thank you, Thank you for taking on the project of fixing a lane in each direction on Highway 33 so that it is smooth again. I hope that the surface fix will last for a long time.

It would have been a better fix, of course, if the State Government had gotten on-board and done their job of providing the cash to make it a "30-year" fix.

BUT.....

Again, this citizen says, "Thank you for a job well-done!!"

Respectfully yours,

William Koch



WISCONSIN
HISTORICAL
SOCIETY

TO: Local and State Officials
FROM: Jim Draeger, State Historic Preservation Officer
RE: State and National Register of Historic Places nomination
DATE: October 28, 2016

We are pleased to inform you that the *Charles and Anna Ruhland House at 213 Lynn Street in the city of Baraboo, Sauk County, WI* will be considered by the Wisconsin Historic Preservation Review Board for nomination to the Wisconsin State Register of Historic Places and National Register of Historic Places.

The nomination will be considered at the Wisconsin Historic Preservation Review Board meeting on December 2, 2016 at the Wisconsin Historical Society, 816 State Street, Madison, Wisconsin. The enclosed agenda gives the times of the full board and committee meetings.

Any comments or questions should be directed to Peggy Veregin at (608) 264-6501.