

# AGENDA FOR THE CITY OF BARABOO PUBLIC SAFETY COMMITTEE

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

**Date and Time:** Monday, August 27, 2018 – **1:00 P.M.**  
**Location:** **Committee Room at Municipal Building – 101 South Blvd, Baraboo, WI**  
**Members Noticed:** Phil Wedekind, Tom Kolb, Michael Plautz  
**Others Noticed:** Administrator E. Geick, Mayor M. Palm, Police Chief M. Schauf, Fire Chief K. Stieve, Attorney E. Truman, T. Pinion, W. Peterson, T. Gilman, Linda Luck, Kathy Alvin, Darren Jorgenson, Grant Slayton, Brian Bemis, Buck Sweeney, Jim Smith, and Library.

## 1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of July 23, 2018 Public Safety Committee meeting.

## 2. New Business

- a. Consider revising the Official Traffic Map to prohibit parking on the east side of Walnut Street between Parkway and a point 130 south of Elm Street.
- b. Consider revising the Official Traffic Map to prohibit parking west side of Moore Street from a point 120 feet south of South Blvd to a point 220 feet south of South Blvd.
- c. Consider revising the Official Traffic Map to prohibit parking on both sides of Summit Street from a point 100 feet south of 10<sup>th</sup> Avenue to 10<sup>th</sup> Avenue.
- d. Consider Agreement with Delton Fire Department to allow their use of the City's Container Based Training Prop on Briar Street.
- e. Review and recommendation for revising the City's ordinance regulating loud and unnecessary noise.
- f. Review and recommendation to close Oak Street, between 2<sup>nd</sup> and 3<sup>rd</sup> Streets, for a Special Event – "Foo Fest", on September 8<sup>th</sup> from 2 PM to 10:30 PM, sponsored by Brothers on Oak (as a fundraiser for the Baraboo Fire Fighters' Association).
- g. Review and recommendation of a proposed Agreement with Driftless Glen Distillery, LLC regarding metering their wastewater discharge from the Driftless Glen Distillery at 300 Water Street.
- h. Review and recommend awarding construction contract for DPW Pole Building.
- i. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for July 2018.

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

4. **Adjournment**

Phil Wedekind, Chairperson

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Agenda Prepared by Kris Jackson  
Agenda Posted by Kris Jackson August 22, 2018

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

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

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

## Minutes of the Public Safety Committee Meeting – July 23, 2018

**Members Present:** Phil Wedekind and Mike Plautz, and Tom Kolb. **Others Present:** Ed Geick, Chief Schauf, Chief Stieve, Attorney Truman, Tom Pinion, Wade Peterson, Tony Gilman, Daniel Zech, Gary Meeker, Buck Sweeney, Jim Smith, Nancy Mistele, Renee Bemus, Tom Fitzwilliams, and Ben Bromley.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at the City Hall Committee Room, 101 South Blvd., Baraboo, Wisconsin. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted. Motion carried unanimously. It was moved by Plautz, seconded by Kolb approve the minutes of the June 11, 2018 meeting. Motion carried unanimously.

### New Business

- a. Consider revising parking regulations on Ash Street between Water Street and 1<sup>st</sup> Street. (Daniel Zech) – Engineer Pinion presented the background for the request. He said currently the 2-hr parking extends from the Baraboo River to Water Streets, it then leap frogs one block, and then goes from 1<sup>st</sup> to 4<sup>th</sup>. He said that the revision would be Ash Street from the Baraboo River to 4<sup>th</sup> Street on both sides of the street. Kolb moved to approve. Daniel Zech said that there is a sign that states no parking from 2 a.m. until 6 a.m., but it is never enforced. Plautz seconded the motion. Motion carried unanimously.
- b. Review and recommendation for revising the City’s ordinance regarding Special Events – Attorney Truman presented the background on the issue. She said that the current ordinance is extremely vague. She said that anytime there is any event on public or private property, it is considered a special event and a license has to be obtained. Truman said that the City does not want to regulate everything that happens on private properties. Truman said one of the biggest changes to the proposed revision is to change the definition of what constitutes a special event. She said that there are new clarifications in the proposed ordinance; one is that a special event might not just take place on one day. She stated that another proposed clarification the two different costs associated with special events. The appeals process was discussed. After a lengthy discussion, Plautz moved, Kolb seconded to recommend the proposed revisions to the City’s ordinance regarding Special Events as presented. Motion carried unanimously.
- c. Review and recommendation for revising the City’s ordinance regulating loud and unnecessary noise – Attorney Truman presented the proposed ordinance revisions. She said that she did work on the revisions with the Police Chief. She said that the Chief suggested that no noise permits between the hours of 10:00 p.m. and 6:30 a.m. be granted. Wedekind asked what would be done with the Fair Association; Truman said that is something that would have to be discussed. Truman said at this time there is no fee associated with the permit; however, the Committee could consider changing a fee. It was moved by Kolb, seconded by Plautz to bring proposed revisions back to the Committee in August for possible recommendation. Motion carried unanimously.
- d. Review and recommendation of Gary Meeker’s request for a second driveway to their single-family residential property at 1018 3<sup>rd</sup> Street – Gary Meeker stated that he would request to install the second driveway that would be blacktop; however would like to have gravel until it is compacted. Wedekind said that he has been to the Committee twice and was denied. He stated that it is policy one driveway per lot, unless it is a corner lot. Wedekind feels if the permit were given to Meeker, it would set a precedence. Discussion of other second driveways took place, Pinion said that the last two times that this was before the Committee, Meeker was only asking for a curb cut; however, this time he is asking for an entire driveway, it was stated that this lot is oversized. Kolb felt he could be moved in terms of oversized lots, but not an automatic approval. Plautz feels that the oversized lot would be enough of an exception that it would set a precedence. Plautz moved to approve the request for a second driveway at 1018 3<sup>rd</sup> Street based on the Committee’s discussion of being an oversized lot. Kolb seconded the motion. Kolb feels that if the Committee is going to do this an oversized lot needs to be defined and the City needs to start enforcing driveways that exist that should not. Kolb asked Meeker how long he felt it would take to pave the driveway. Meeker said that he would do it as soon as he could; Kolb said he did not want it to sit all winter. Kolb asked for an amendment to the motion that the driveway is completed within 60 days of the start date. Plautz seconded the amended motion. Motion carried 2 to 1, Wedekind voting no.
- e. Discussion with Driftless Glen Distillery, LLC regarding wastewater discharge from the Driftless Glen Distillery at 300 Water Street and how they propose to comply with the Subchapter III: Baraboo Sewer Utility in Chapter 1.3 of the City’s General Code of Ordinances – Pinion said this has been on ongoing discussion with Driftless Glen about high strength condition of the wastewater that they would like to discharge to the sanitary sewer. He said that they have made efforts to try to provide more consistent product. Pinion presented the Committee with the limits of the three parameters to safely discharge, along with the distillery’s proposed discharge the last time they ran a batch. Pinion said that with the numbers is

has an effect on the operation of the Treatment Plant, so the distillery has been hauling it off site. He said looking at imposing the ordinance requirements and look at the high-strength surcharge rates; it is a significantly higher cost to the distillery. Buck Sweeney said he has been working with the City to find solutions. He said that if a solution is found so that the Wastewater Plant can take the waste without upset then he feels that the distillery would have to go to the Council from a policy point of view to see if it can be done, could the City give them a rate that would allow them to be competitive in the marketplace. Jim Smith presented the procedure of the 2017 water usage. He then explained the distillation system. Smith then presented what is being proposed to allow the distillery to discharge into the City's system. Kolb questioned metering it on the discharge. Pinion said that they are talking about using a metering pump so that it is a constant low-flow out of the facility. He asked if there was anything as far as flow proportion and sampling and if they will be pacing that. Smith said that he felt it would be easy to periodically sample the tank. Smith said that it is a refrigerated sampler that can be based on flow or time. Plautz asked if this would satisfy Peterson's concerns. Peterson said that nothing has been discussed about money. Sweeney said that the money issue would really be up to the Council. Peterson said that it is in black and white in the ordinance. Sweeney said that it would be a variance to the ordinance. Peterson said that they are asking all the residents of the City to significantly subsidize their business. Kolb understands that the distillery would be paying the higher rates, but only for the higher test discharge. Geick asked Sweeney if they are proposing any kind of rate. It was stated that it cost approximately \$575 to haul off-site. Pinion said that the City's rate is based on gross water consumption, not net water discharge, so there is no credit built-in for the deduct meter that is being proposed. Pinion said that it is part of the Utility budget this year for a rate study, which will take 4 or 5 months to complete. Therefore, based on the currently surcharge rates, there is a difference, it is higher trucking off-site, more convenient obviously to discharge locally, but he doesn't know how the new numbers will compare to what the current surcharge rates are. Geick asked Sweeney if he was agreeable to the concept of what he was talking about would be something that could be considered in the proposed rate study. Sweeney said that he wouldn't have a problem looking at it from a rate study point of view. He said that he thinks metering itself is a lot less controversial, it feels that it is fair. Pinion that this is discussion item and no action can take place to, but asked when they wanted to start discharging to the sewer. Sweeney said they would like to get the deducts approved so that they are not paying high strength waste, regardless of where they are taking it, because they should be paying high-strength waste because they are hauling it. Pinion said currently they are hauling off-site, but are paying for gross water consumption on the sewer side. Therefore, the first thing to do is to install the right meters, meter them the right way, and that becomes a straight forward deduct. He said that the distillery would continue it haul it off-site, because the City is not prepared to make any special rate without crunching the numbers. Sweeney said that they would like to have a seat at the table for the proposed rate study. After a lengthy discussion, the distillery has agreed to install a deduct meter, and will give Peterson the amount of alcohol barreled. Attorney Truman said that she would meet with Sweeney to draft up so everything is clear with no confusion as to what is going to be done.

- f. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for June 2018 – It was moved by Kolb, seconded by Plautz to approve the monthly billing adjustments/credits for Sewer and Water customers for June 2018 as presented. Motion carried unanimously.

### **Reports**

- a. Utility Superintendent's Report – Peterson said that his crew put together a temporary system that is the best while under construction. He said construction should be done in November. He said he received two proposals for the rate study and will be moving forward.
- b. Street Superintendent's Report – Gilman said that Dave Smith started employment on July 9<sup>th</sup>. Gilman presented is June activity report. He said that all parking lots were finished before the parade.
- c. Police Chief's Report – Schauf said that he is working on filling three vacancies. He said the parade went well with no problems.
- d. Fire Chief's Report – Chief Stieve said there the department has three openings to fill. He said there has been one retirement, two resignations. As part of the Fire Department Operations Study, the work on the SOG continues.

**ADJOURNMENT** – Kolb moved, Plautz seconded to adjourn at 2:54 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

# MEMORANDUM

City of Baraboo

Date: August 22, 2018

To: Public Safety Committee

From: Tom Pinion

Re: Background for August 27<sup>th</sup> mtg. @ **1:00 pm** – **Municipal Building (Committee Room)**

## New Business:

**Items A, B, & C.** The resident at 715 Walnut Street has expressed concern about the one parking stall in front of her home. It is used often and when it is occupied, it limits her ability to safely back out of her driveway. The geometry of the intersection at Walnut & Parkway also presents a challenge. The Police Chief and I concur that the best solution is to eliminate that parking stall to improve overall safety.

Blackhawk Manor has expressed concern about their residents parking on the west side of Moore Street near the “bump out” for their mailbox. This area is also used as a bus stop and parked cars prevent the bus from pulling up to the curb so it must “double park” to load and unload students. The Police Chief and I concur that the best solution is to eliminate parking in that vicinity to improve overall safety.

The on-street parking currently allowed on Summit Street presents a real challenge for street maintenance and especially snow plowing. This area is used by high school students and the narrow roadway is a challenge during the time Alternate Side Parking restrictions and even further constricted when cars park on both side of the street. Given the geometry of the curved intersection of Summit & 10<sup>th</sup> Ave, the best solution is to eliminate parking on both side of the street from the alley north to 10<sup>th</sup> Ave.

## **7.02 OFFICIAL TRAFFIC MAP AND CONTROL DEVICES; PROHIBITED SIGNS, SIGNALS AND MARKERS.**

### (2) OFFICIAL TRAFFIC MAP.

- (a) Official Traffic Map Established. There is hereby established for the City of Baraboo an Official Traffic Map dated June 1, 1986, on which is Indicated as of said date all existing stop signs; arterial intersections; yield signs; **no parking areas**; no stopping, standing or parking areas; **restricted parking areas**; handicap parking areas; and all other restrictions or limitations contained in this chapter and which the laws of the State of Wisconsin require the erection or use of official traffic control devices to enforce such restrictions or limitations. All such restrictions and limitations set forth on said Official Traffic Map are hereby adopted by reference.

**Item D.** Included in the packet is a draft Agreement that will allow the Delton Fire Dept to use the City’s Container Based (live-fire) Training Prop. The Fire Chief can provide additional background as necessary.

**Item E.** Please see the information from the City Attorney that is included in the packet.

**Item F.** Brothers on Oak has applied again this year for a Special Event Permit for their “Foo Fest” on September 8<sup>th</sup>. This event is a fundraiser for the Baraboo Fire Fighters Association. Since the request involves the closure of Oak Street between 2<sup>nd</sup> & 3<sup>rd</sup>, our ordinance requires approval by the Public Safety Committee. The application form should be self-explanatory and both Chiefs can address any issues or concerns they may have.

**Item G.** Driftless Glen has worked with City Staff on the attached Agreement. This Agreement does not authorize any discharge of high strength waste yet, but it does provide a method for DG to be billed only for the wastewater that is discharged to the sanitary sewer rather than the gross volume of water that is used at the facility. Accordingly, DG will receive a “credit” of sorts for water that is used by the chiller, bottled as spirits, and hauled off-site for disposal since it is not discharged to the sanitary sewer. This Agreement addresses only part of DG’s concern. It continues to be their position that they are pre-treating their wastewater to a level than can be “handled” by our WWTP and believe they should be given permission to discharge to the sewer system and negotiate a special

rate, accordingly. Since a Sanitary Sewer Rate Study was recently commissioned, Staff is recommending no further action until that Study is complete.

**Item H.** At the June 11<sup>th</sup> meeting, Tony presented the Committee with the two bids that were received. Since the original bid was over budget, we have worked with the bidders and they have provided some value engineering suggestions to reduce the cost of the project. Cleary Building Corp has submitted the attached Proposal for the City's consideration with a price of \$60,531. The budgeted amount was \$60,000 but with your approval, we will transfer \$531 to cover the difference.

**Item I.** This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for July is included in the packet.

See you at the new **Municipal Bldg (101 South Blvd) in the Council Chambers at 1:00 PM on Monday!**





**AGREEMENT THE FOR USE OF CITY OF BARABOO'S CONTAINER BASED TRAINING PROP**

**DRAFT 8-16-18**

**THIS AGREEMENT FOR THE USE OF THE CITY OF BARABOO'S CONTAINER BASED TRAINING PROP ("Agreement")** is entered into by and between the City of Baraboo, with a mailing address of 101 South Blvd., Baraboo, WI 53913, ("**City**"), and the Delton Fire and Ambulance Commission, comprised of the Village of Lake Delton and the Town of Delton, with a mailing address of 45 Miller Drive, Baraboo, WI 53913 ("**DFAC**"). Baraboo and DFAC may be jointly referred to herein as the "Parties."

**WHEREAS** the City's Fire Department ("**BFD**") has a Container Based Training Prop ("**CBTP**") that is used by the BFD for training purposes; and

**WHEREAS**, the DFAC's Fire Department ("**DFD**") would like to use the CBTP for training purposes; and

**WHEREAS**, in the spirit of cooperation and having the best trained fire personnel possible in the Baraboo/Delton area, the City will allow the DFD use of the CBTP as described further herein.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Term. The BFD will make available to the DFD, and any trained and supervised employee or volunteer thereto, the CBTP on the following mutually agreed upon dates and times: \_\_\_\_\_.

2. Costs. There will be no cost to the DFD or DFAC for the DFD's use of the CBTP except as follows: due to the nature of live fire training, materials such as wood lumber, drywall and the like that is inside of the CBTP will become damaged; these materials shall be removed and replaced by DFD with materials selected by the BFD that are comparable to the materials that were damaged within thirty (30) calendar day's use of the CBTP, with said removal and replacement occurring on a date and time that is mutually agreed upon by the BFD Chief and DFD Chief.

3. Termination. This Agreement may be terminated at any time with or without cause by the BFD Chief notifying the DFD Chief of said termination, which may be communicated in writing or verbally. Further, during the use of the CBTP by the DFD, at least one BFD employee will be on site at all times to supervise the use of the CBTP. If at any time the BFD employee reasonably believes the use of the CBTP should be discontinued for any reason by the DFD, the BFD employee will inform the DFD employees on site to cease use of the CBTP and the DFD employees will immediately comply.

4. Insurance. The DFD will maintain adequate insurance for the duration of the term of this Agreement, including, if required by law, Worker's Compensation Insurance. Any damage to or loss of the City's equipment or property that is caused by the DFD or an employee, volunteer or agent thereof, during the term of this Agreement, with the exception described in Paragraph 2, above, shall be paid for by the DFAC within thirty (30) calendar days of the date of the invoice sent by the City to DFAC.

5. Legal Action. The Parties agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Sauk County, Wisconsin. The Parties further agree to attempt to resolve any disagreement resulting from this Agreement amongst themselves prior to taking any form of legal action.

6. Severability. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. Amendments. This Agreement may not be modified or assigned without the prior written consent of the Parties.

8. Effective Date. Effective date of this Agreement shall be as of the date of final execution hereto.

EXECUTED by the City of Baraboo and Delton Fire Department, with each respective governmental entity acting by and through its duly authorized officials on the date herein below specified.

**DELTON FIRE AND AMBULANCE COMMISSION**

Witness Signature: \_\_\_\_\_  
Witness Print: \_\_\_\_\_

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_  
Witness Print: \_\_\_\_\_

By \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF BARABOO**

Witness Signature: \_\_\_\_\_  
Witness Print: \_\_\_\_\_

By \_\_\_\_\_  
Mike Palm, Mayor  
Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_  
Witness Print: \_\_\_\_\_

By \_\_\_\_\_  
Brenda Zeman, City Clerk  
Date: \_\_\_\_\_

Approved as to Form:  
Emily Truman, Baraboo City Attorney

**PUBLIC SAFETY COMMITTEE ITEM SUMMARY**  
**August 22, 2018**

**ITEM: REVIEW AND RECOMMENDATION TO THE COMMON COUNCIL TO AMEND THE CITY'S CURRENT NOISE ORDINANCE.**

**CITY'S LEGISLATIVE HISTORY:**

A first draft of the proposed amendment to the ordinance was presented to the Public Safety Committee on July 28, 2018. A request was made by the Committee for the City Attorney to reach out to the Sauk County Fairgrounds to see if they had any thoughts on the changes to the ordinance.

**DISCUSSION:**

After meeting with representatives from the Sauk County Fairgrounds, the City Attorney and Police Chief are suggesting the ordinance be amended to allow the decision to issue permit requests be made by the Police Department, that one Noise Permit may cover multiple days (e.g., the entire length of the fair), and that there be no codified time frame for when a noise permit cannot be issued.

**PROPOSED AMENDMENT TO THE CITY'S NOISE ORDINANCE**

**9.06 LOUD AND UNNECESSARY NOISE PROHIBITED.**

- (1) GENERALLY. No person shall make or cause to be made any unreasonably loud, disturbing, or un-necessary sounds or noises such as may tend to annoy or unreasonably disturb a person of ordinary sensibilities in or about any public street, alley, or park, or any private residential property. (2130 12/09/03)
- (2) PUBLIC ADDRESS SYSTEMS AND AMPLIFIERS. No person shall use or operate any public address system, amplifier, or device which increases the volume of voice, music, or other sounds tending to un-reasonably disturb the public peace or the quiet and peacefulness of persons in the surrounding neighbor-hoods. (2130 12/09/03)
- (3) CONSTRUCTION AND MACHINERY NOISE. (2450 09/27/2016) Between the hours of 10:00 P.M. and 6:30 A.M. no person shall do construction work or operate any chain saw, lawn mower or any other loud machinery of a similar nature. This subsection shall not apply to equipment or machinery being used for snow removal purposes, for Public Works or Utilities maintenance and service projects, or for emergency removal of debris caused by accident, weather conditions or other Act of God.
- (4) EXCEPTIONS.
  - (a) The Baraboo Country Club is granted an exception to subsection (3) and allowed to operate lawn mowing equipment for the purpose of golf course maintenance beginning at 5:30 a.m. from May 1<sup>st</sup> until September 30<sup>th</sup> of each year. (2442 05/24/16)
  - (b) A Noise Permit for an exception to this ordinance may be granted by the Police Department upon written request provided to the Police Chief or designee at least fourteen days prior to the event that will cause noise. One Noise Permit may be granted

for multiple days. The Police Chief or designee shall consider granting the Noise Permit based on the following:

- i. The location of the noise
- ii. The purpose for the noise
- iii. Length of time the noise will be occurring
- iv. How many people the noise will impact
- v. Whether the public health, safety, or welfare is harmed
- vi. Whether the noise impact outweighs the benefit to the public

(c) The City of Baraboo is exempt from requiring a Noise Permit as required by subsection (b), above.

**SPECIAL EVENT AND ENTERTAINMENT APPLICATION**

(Outdoor Event That May Disrupt Normal Use of Public Facilities)

Fees are non-refundable and non-transferable.

Account 100-10-44290

**Per Section 12.05 Municipal Code of Baraboo:** Any person operating, conducting or managing any outdoors exhibition, shows, amusement, carnival, circus, parade, lecture, speech or assembly, concert or musical entertainment where the general public is invited shall obtain a license.

Name of Organization: brothers on oak grs mgt llcAddress of Organization: 412 oak street, baraboo wi 53913

NAME OF SPONSOR (PERSON RESPONSIBLE FOR EVENT)	STREET ADDRESS	CITY, ZIP
grant slayton	412 oak street	baraboo wi 53913
Cell Phone Number	Phone Number	Email Address
6089638196	6083568000	gregwiswoods@hotmail.com

NAME OF SECONDARY CONTACT PERSON	STREET ADDRESS	CITY, ZIP
greg slayton	412 oak street	baraboo wi 53913
Cell Phone Number	Phone Number	Email Address
6089638196		gregwiswoods@hotmail.com

Date(s) of Event: september 8th, 2018 Duration: (Start) 200 pm (Finish) 1030 pmIf less than full day, specify hours: 200pm to 1030pm

Name of Event: <u>FOO FEST</u>					
Describe Event: <u>fundraiser for the Baraboo fire dept</u>					
Check Types of Activities Being Planned: (Some activities may require additional licenses)					
<input checked="" type="checkbox"/> Vendors	<input checked="" type="checkbox"/> Amplified Music	Unamplified Music	Dance	Auction	Concessions
<input checked="" type="checkbox"/> Alcohol	Crafts	Religious Service	Speeches	Flea Market	Parade
<b>Estimated Crowd Attendance:</b> <u>1000</u>					

**Location of Event:** 400 block oak street

Street Name(s), intersections and specific block(s) including alley(s), parking stall(s) and sidewalk(s) that will be closed or impaired from normal use as a result of this event: (illustrate on attached map)

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**Select one only:**

Event location is on Public Property or Right-of-Way: (If yes, enter 1 on line) 1

Event location is entirely on Private Property (if Yes, enter 1 on line) 0

Event is sponsored by qualified tax exempt organization (if Yes, enter 1 on line) 0

Enter Organization's 9 digit Tax Payer ID# issued by the IRS (example: 39-1234567) \_\_\_\_\_

Exclusive Vending Rights Desired? (Means Event Organizer will schedule and place vendors at specific locations) <input checked="" type="radio"/> Yes <input type="radio"/> No
Proposed Vendor Fees: <u>no</u> Number Desired: _____
If yes, List Vendor Contact Person Name _____
Address _____ Phone # _____
E-Mail Address _____

**Insurance Requirements (If event includes use of public property or right-of-way):** Proof of insurance coverages is required with the application. Sponsor understands that the City of Baraboo must be named as an additional insured. Required limits are contractual liability with minimum limits of \$300,000 for the injury or death of one person, \$50,000 for property damage, and \$1,000,000.00 coverage for the event. (Waived if event is held at the Sauk County Fairgrounds.)

<b>REPLACEMENT OF ACCESSIBLE PARKING (where applicable):</b> The Sponsor acknowledges that if an event closes a street or parking lot, all accessible spaces eliminated must be replaced on a 1-to-1 basis. Please indicate which stalls will be relocated including their temporary relocation.
# of handicap spaces displaced: <u>0</u> # of handicap spaces substituted: _____
Indicate location of relocated accessible parking stalls _____

**ACKNOWLEDGEMENTS:**

✓ **Payment of City Services:** If the City estimates that the City costs for the event exceed \$500, the license shall not be issued unless a bond is filed with the City Clerk. The applicant must pay itemized actual costs of city services within 30 days of demand, or the bond shall be forfeited. The applicant has appeal rights before the Administrative Review Committee. In addition, the applicant may request that costs be waived to the Finance Committee per Code 12.05(4)(c).

**Notice of Termination of Event:** A license may be terminated by the Baraboo Police Department or Fire Department before or during the event per Code 12.05(6).

**Emergency Access Routes:** An unobstructed access lane of at least 18 feet wide and continuous must be maintained.

**Clean Up:** The Sponsor of the event shall be responsible for the cleanup of all streets, sidewalks and alleys within the area of the permit

Payment Options:                      Online                      US Mail                       In Person

Amount Due 150.00

Sponsor:

eSigned via SeamlessDocs.com  
*grant slayton*  
Key: fa09a6e4f16ed89e29ac37e5a37e8208

Date: 07/30/2018

APPROVERS:

COMMENTS:

eSigned via SeamlessDocs.com  
*Chief Schauf*  
Key: d50d2b9314ddea66c8115b5f0f613f4

07/30/2018

Per the Public Safety, all music done by 10:00 pm. 10:30 the roadway is clear

eSigned via SeamlessDocs.com  
*Kevin G. Stave, Fire Chief*  
Key: 67d01bd8e5120740a0641429b0e58f

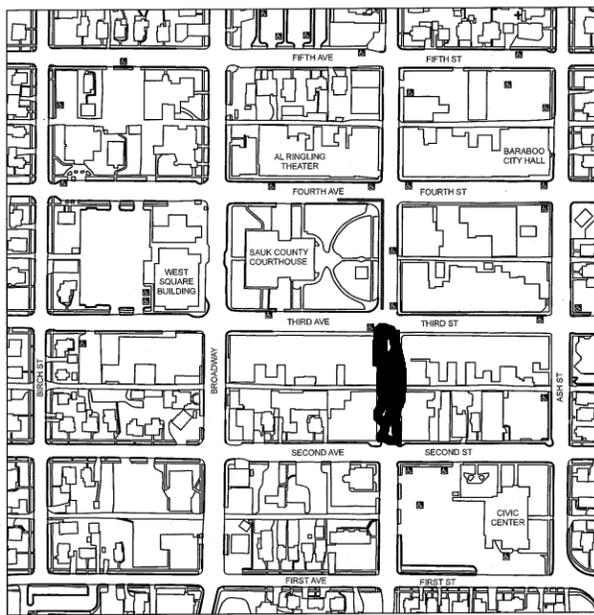
07/30/2018

eSigned via SeamlessDocs.com  
*City Engineer*  
Key: 44e7cd1efb24c08d277e277930e01d88

07/30/2018

My approval is contingent upon Public Safety Committee Review & Approval at their Aug 27th Meeting.

# DOWNTOWN BARABOO MAP



■ HANDICAP PARKING

— RESERVED FOR FARMERS MARKET  
APRIL 15 - OCTOBER 31



200 100 0 Feet

6-15-16

## **AGREEMENT BETWEEN THE CITY OF BARABOO AND DRIFTLESS GLEN DISTILLERY**

**THIS AGREEMENT** is entered into by and between the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 (“City”) and Driftless Glen Distillery, LLC, a foreign limited liability company with a mailing address of 300 Water Street, Baraboo, WI 53913 (“Distillery”). The City and the Distillery may be jointly referred to herein as the “Parties.”

### **RECITALS**

**WHEREAS**, the Distillery consists of a restaurant, tasting room and spirits distillery (“Services”) located in the City of Baraboo, Wisconsin; and

**WHEREAS**, to conduct its business, the Distillery uses water and sewer services provided by the City; and

**WHEREAS**, the Parties have determined that as part of the Services, some of the City’s water that goes into the Distillery will not later be discharged into the City’s sewer and as such, the Distillery is not required to pay a sewer use charge for water that it does not actually discharge to the sanitary sewer system; and

**WHEREAS**, the Distillery has agreed to install a metering device, provided by the City, and other methods in order to assist in accurately tracking the true amount of water the Distillery uses that is not discharged to the City’s sanitary sewer system; and

**WHEREAS**, upon the installation of said metering device and additional proof provided to the City by the Distillery of the amount of water that is barreled and/or hauled away from the Distillery, the City will adjust the Distillery’s sewer bill to accurately reflect the true amount of sewer services used by the Distillery.

**NOW, THEREFORE**, for the mutual consideration contained herein, the Parties agree as follows:

### **TERMS**

1. Term. This Agreement shall become effective on the date executed by all parties and shall remain in effect for the duration of the operation of the Distillery.

2. City’s Responsibility. The City agrees to provide to the Distillery, within two (2) business days of the Distillery’s request, a meter that will accurately track the volume of water that is used in the chiller system and does not enter the sanitary sewer system. The City further agrees to adjust the Distillery’s sewer bill to accurately reflect the true volume of wastewater discharged to the City’s sanitary sewer system by the Distillery, conditioned upon the Distillery’s full and timely compliance with the terms of this Agreement.

3. Distillery’s Responsibility. In order for the Distillery to be eligible for any deductions in the amount of their sewer use charge, the Distillery understands it must fully and timely comply with the following:

- a. The Distillery must install, at the Distillery's cost, a metering device provided by the City pursuant to the specifications of the City, and to pay for any repairs to or replacements of the metering device as necessary unless caused by a defect of the device. Within three (3) business days of the completed installation, the Distillery must contact Wade Peterson, Utility Superintendent for the City of Baraboo, and allow Superintendent Peterson access to the Distillery to inspect the installation. If changes to the installation need to be made, Superintendent Peterson will inform the Distillery at the time of inspection. The Distillery must ensure, to the best of the Distillery's ability that the meter is working properly for the duration of the Agreement and, in the event the Distillery reasonably believes the meter is no longer working properly, the Distillery must immediately notify Superintendent Peterson.
- b. The Distillery must provide to Superintendent Peterson true copies of documentation indicating the volume of spirits produced, in gallons, that have been bottled at the Distillery as well as the volume of waste water, in gallons, that have been hauled away from the Distillery in tankers. This information must be provided to Superintendent Peterson, or his designee, by email on or shortly before March 15, June 15, September 15 and December 15 of each year. The information must be for the three full calendar months preceding the information due date. E.g., the information provided to Superintendent Peterson on or before March 15 must be for the full months of December, January and February.
- c. The Distillery must allow the City, and any employee or agent thereof, access to the metering device during normal Distillery business hours to ensure ongoing compliance with the City's specifications and to verify the accuracy of the information produced by the metering device.

4. Default. Failure of the Distillery to timely comply with any of the requirements listed in Paragraph 3(a) – (c), above, will result in the Distillery not receiving a deduction in its sewer bill for the period in question. No exceptions shall be made by the City, such as retroactive deductions based on untimely information provided to the City unless approved by the City Council. Rectification shall require the Distillery coming into full compliance with all requirements contained herein and confirmation of said compliance in writing by Superintendent Peterson.

5. Notice. Any notices required or permitted to be given per this Agreement shall be given in writing and shall be delivered (a) in person, or (b) by certified mail, postage prepaid, return receipt requested, or (c) as otherwise specified herein, and such notices shall be addressed as follows:

To the City:

Wade Peterson, Utility Superintendent  
City Services Center  
450 Roundhouse Court  
Baraboo, WI 53913  
wpeterson@cityofbaraboo.com

With a Copy to: City of Baraboo  
Attn: City Attorney  
101 South Blvd.  
Baraboo, WI 53913

To the Distillery: Renee Bemis  
300 Water Street  
Baraboo, WI 53913

With a Copy to: Attorney Charles V. Sweeney  
Axley Brynelson, LLP  
P. O. Box 1767  
Madison, WI 53701-1767  
csweeney@axley.com

6. Assignment. This Agreement may not be assigned by the Distillery, in whole or in part, without written consent of the City.

7. Compliance with Law. Nothing contained herein shall be interpreted to mean that the Distillery may fail to comply with all applicable laws and regulations, including the Baraboo Municipal Code, and all rules and requirements contained therein.

8. Governing Law and Venue. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the circuit court of Sauk County, Wisconsin, and the Parties submit to the exclusive jurisdiction of the circuit court for such lawsuits.

9. Amendments. This Agreement may be amended at any time upon mutual written consent of the Parties.

10. Counterparts. This Agreement has been executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their proper officers.

**(SIGNATURE PAGE TO FOLLOW)**

**DRIFTLESS GLEN DISTILLERY**

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_

Witness Print: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_

Witness Print: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BARABOO**

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_

Mike Palm, Mayor

Witness Print: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_

Brenda Zeman, City Clerk

Witness Print: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Emily Truman, City Attorney

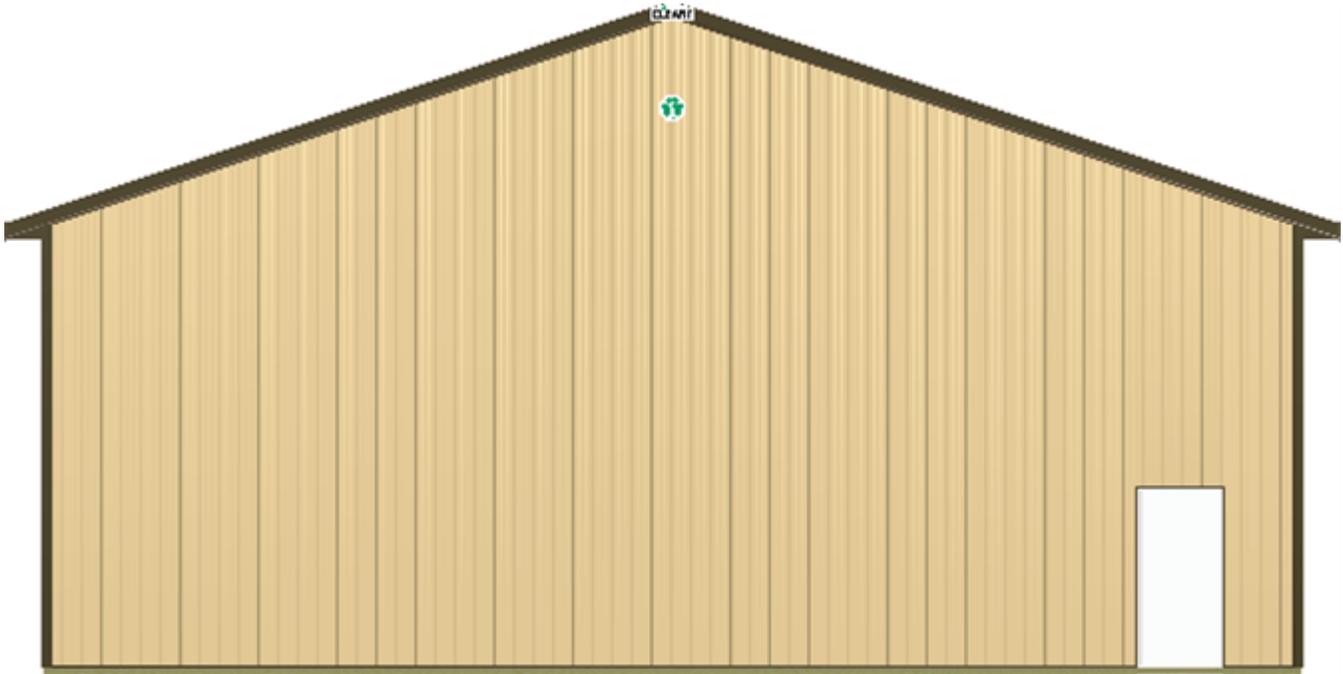


P.O Box 930220  
Verona, WI 53593-0220  
Phone: (608) 845-9700  
Fax: (608) 845-7070

8/9/2018  
GILMAN , TONY  
Doc ID: 4195620180809144124

## Elevations & Floor Plan

### Elevations for Building 1



**South End Wall 1 on Building 1**

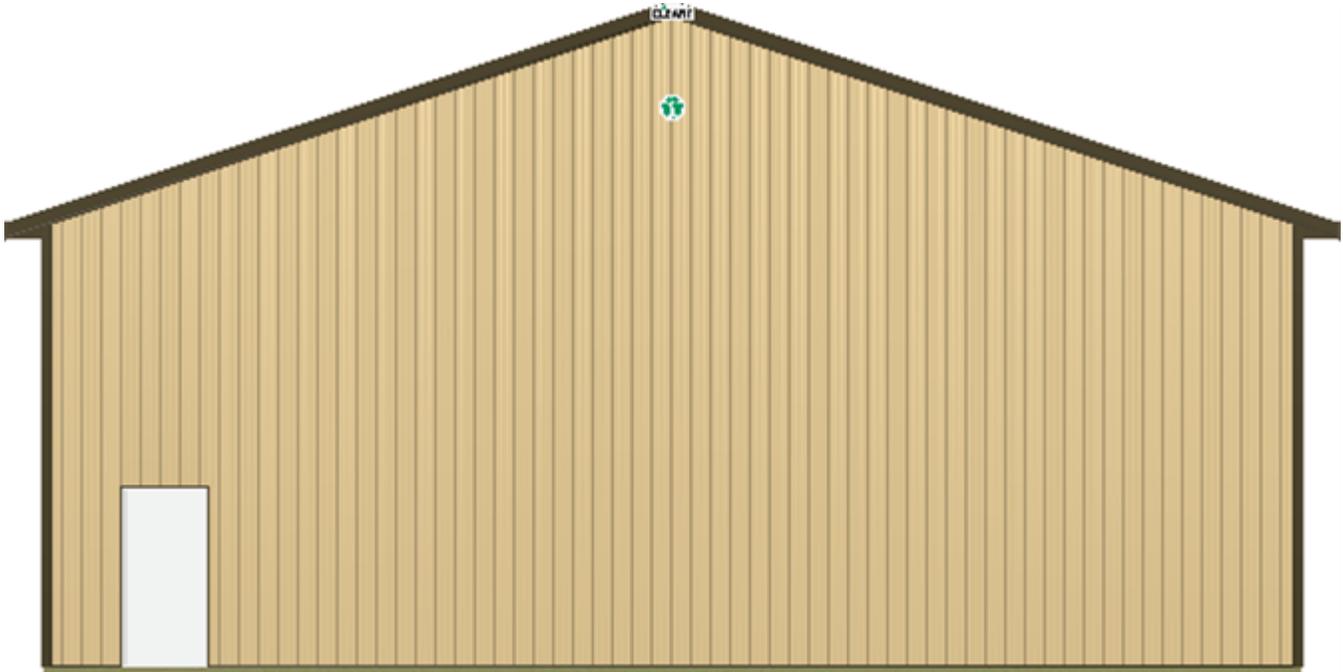
Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.



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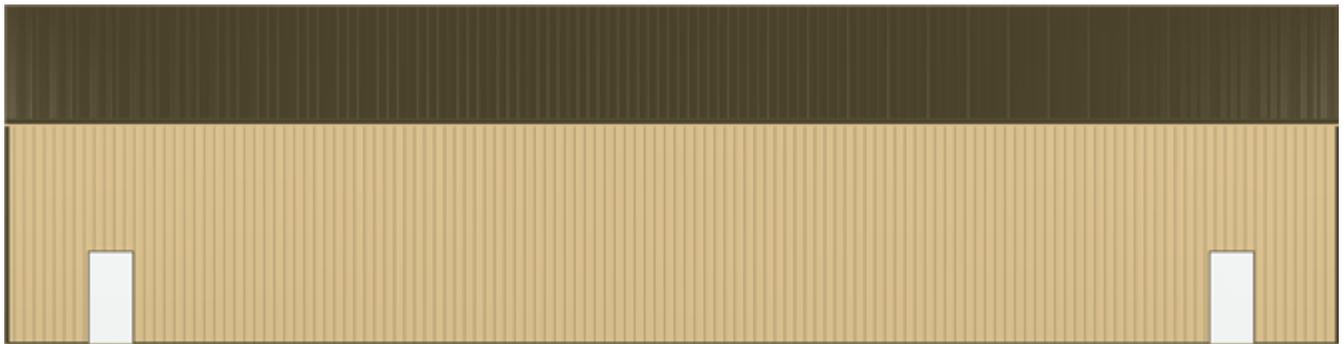
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## Elevations & Floor Plan



**North End Wall 2 on Building 1**

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.



**West Side Wall 1 on Building 1**

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## Elevations & Floor Plan



**East Side Wall 2 on Building 1**

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

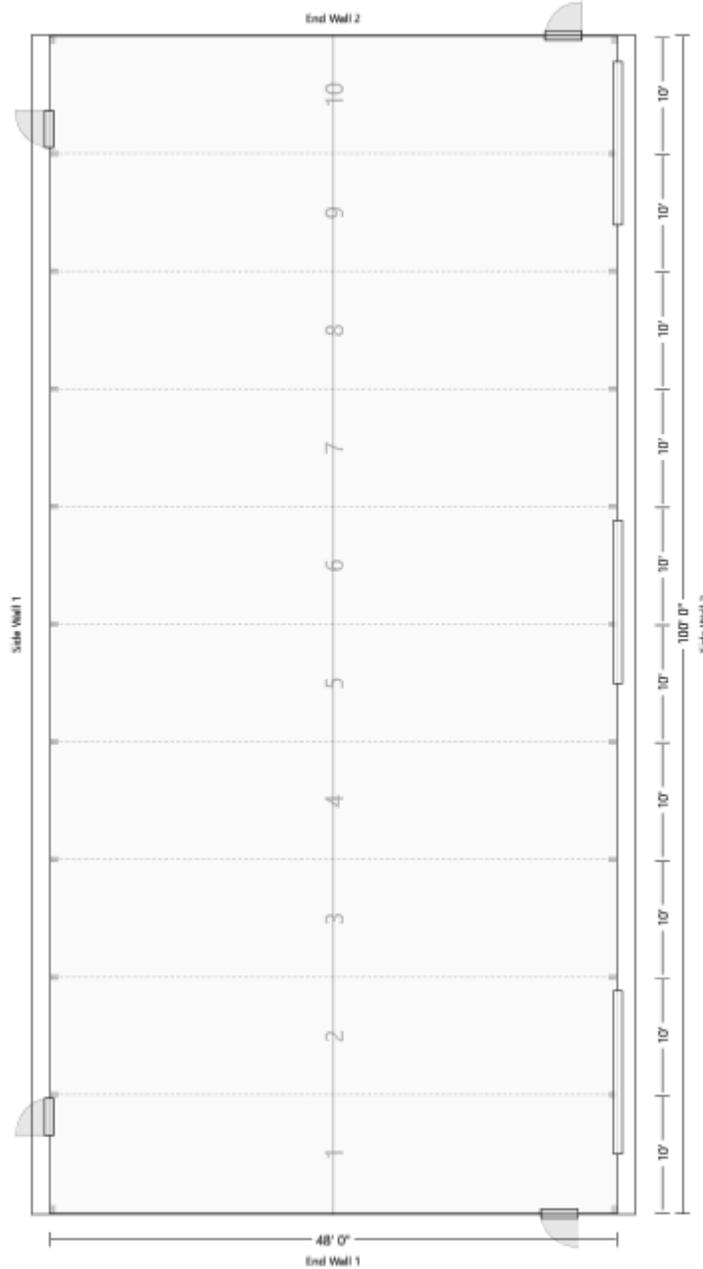


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8/9/2018  
GILMAN, TONY  
Doc ID: 4195620180809144124

## Elevations & Floor Plan

### Floor Plan





MARK HIRSSIG  
Phone Number: (608) 845-9700  
Email: MHirssig@clearybuilding.com

8/9/2018  
GILMAN , TONY  
Doc ID: 4195620180809144042

## Cleary Buildings Project Estimate Client Proposal - Erected

**Project Name:** GILMAN , TONY  
**Site Address:** 450 ROUNDHOUSE CT. BARABOO, WISCONSIN 53913  
**Email:** tgilman@cityofbaraboo.com  
**Home Phone:** (608) 355-2735



**Commercial 48' 0" x 100' 0" x 17' 8"** with 16' 4" truss clearance from 100'-0" mark. (10 Bays at 10' o.c.)

### Details:

Truss (Standard Lower Chord) with 4/12 roof pitch.  
Default Ceiling Design: Not Designed to Support a Ceiling  
Purlin Blocking: Both Endwalls are purlin blocked  
Type Foundation: In Ground  
Concrete Floor: No  
30 psf Ground Snow Load with 2"x4" Continuous 2' 0" inch on center purlins.

### Exterior Finishes:

Roof/Siding: Grand Rib 3 Plus  
- Lifetime Film Integrity Warranty, 35 Year Fade and Chalk Warranty, and G-90 Galvanizing Up to 1.0 ounce of Zinc Protection.

### Accessories:

Standard Ridge Cap.  
Marco LP2 Weather-Tite Ridge Vent "Low Profile" (Add ventilation to ridge).  
Side Wall Overhang: 18" Aluminum soffit (Sidewall) with vented soffit on S1 & S2  
Bird Screening for the interior to prevent birds from nesting in overhang.  
End Wall Overhang: None on E1 & E2

(3) - Overhead frame out. Size: 14' 0" Width x 14' 0" Height (Door not included unless shown in Additional Building Components)



MARK HIRSSIG  
Phone Number: (608) 845-9700  
Email: MHirssig@clearybuilding.com

8/9/2018  
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- (2) - Plyco Series 20 Blocked 3'-0"x6'-8" with 2x6 frame
- (1) - Plyco Series 20 Blocked 3'-0"x6'-8" with 2x6 frame
- (1) - Plyco Series 20 Blocked 3'-0"x6'-8" with 2x6 frame

**Manually Priced Items**

Code	Name
13.3	45' wide building - Overhead Frame Out in the Sidewall: 18' wide or Less

**Additional Building Components**

Overhead Doors  
3-14 x 14 commercial C-2411 Doors - no openers

**Responsibilities**

**Temporary Services:**

- Purchaser will provide electric power during construction.
- Seller will provide sanitary facilities.
- Seller to pile scrap for Purchaser use or disposal.

**Permit**

Purchaser shall timely obtain at Purchaser's cost all necessary and required permits and licenses for the construction contemplated by this Agreement.

**Site**

If Seller is unable to proceed with normal digging procedures (concrete, rocks, etc.), then the extra expense resulting from such condition(s) will be the obligation of the Purchaser and shall be paid to Seller upon request.

Access must be provided for unloading materials to the building material placement area which must be within 75 feet of the building pad – If greater than 75 feet, additional charges will be applied

## **Total Building Proposal Investment: \$60,531**

- Includes material, labor, delivery, warranties and builder's risk insurance.
- Please note this price is subject to change without notice after 8/31/2018.

**Dumpster Option - NOT included in the project investment price above**

Seller to place scrap in the dumpster and remove from site (Price subject to change based upon delivery and travel charges for the dumpster) \$800

Note: If Dumpster Option is not selected, Seller will pile scraps and packaging near building for Purchaser use or disposal.

## July 2018

Calls For Service					
	Current Month	Current YTD	SPLY	Change	Perc. Change
Assist other agencies	19	97	11	-8	72.73%
Sexual Assaults	2	21	0	0	0.00%
Thefts	59	249	31	-28	90.32%
Check Welfare - Mental Evaluation	8	58	9	1	-11.11%
Assists - Sauk County	10	84	17	7	-41.18%
Criminal Damage	9	50	14	5	-35.71%
Animal Complaints	31	162	37	6	-16.22%
Burglaries	2	17	4	2	-50.00%
Mental Commitment	4	32	4	0	0.00%
<b>Totals:</b>	<b>144</b>	<b>770</b>	<b>127</b>	<b>-15</b>	<b>8.83%</b>
Traffic Crashes					
	Current Month	Current YTD	SPLY	Change	Perc. Change
Total Traffic Crashes	16	118	2	-14	700.00%
Persons Injured	2	20	5	3	-60.00%
Pedestrians Injured	0	3	0	0	0.00%
<b>Totals:</b>	<b>18</b>	<b>141</b>	<b>7</b>	<b>-11</b>	<b>640.00%</b>
Enforcement Activity					
	Current Month	Current YTD	SPLY	Change	Perc. Change
Adult Notices of Appearance	49	348	54	5	-9.26%
Drug Charges	12	64	9	-3	33.33%
Traffic Citations	428	2,357	479	51	-10.65%
OWI Charges	9	67	10	1	-10.00%
Seatbelt Violations	84	398	170	86	-50.59%
Traffic Warnings	245	1,401	166	-79	47.59%
Juvenile Offenses	10	101	13	3	-23.08%
Curfew Violations	1	2	2	1	-50.00%
Underage Alcohol Citations	4	11	2	-2	100.00%
<b>Totals:</b>	<b>842</b>	<b>4,749</b>	<b>905</b>	<b>63</b>	<b>27.35%</b>



**City of Baraboo**  
**Department of Public Works**  
**Activity Report**  
**August 2018**



TASK	DESCRIPTION	DATE
Curbside Trash Service	We provide curbside trash pickup to the residents weekly.	Daily
Curbside Recycling Service	We provide curbside recycling pickup to the residents every other week.	Bi-weekly
Signs and Lights	We perform maintenance and repairs on signage, traffic lights, and street lighting as needed. We also provide signage and detours on work performed in house.	Daily
Painting	We paint crosswalks, curb, and parking stalls annually for aesthetics and safety.	10,13,14,15,17,22, 23,24
Vehicle Repair and Maint.	We perform repairs and routine maintenance on our equipment and assist other departments as needed.	Daily
Catch Basin Cleaning	We routinely clean the catch basin tops to avoid material entering the storm sewer system and enhance drainage during rain storms.	6,17
Brush Clean-up	We collect brush that residents place curbside or in alleyways. Monthly brush pickup is the last full week of each month.	6,16
Facility or Equipment Cleaning	We cleaned up the landscaping at the City Services Center. We clean our equipment as needed and facility weekly.	1,2,6,9,10
Patching	We patch streets, alleyways, and parking lots as needed and when weather permits.	10,16
Street Sweeping	We sweep regularly to maintain an orderly appearance and prevent debris from entering the storm sewer system.	Daily
<u>Alley Renovations</u> Blake / South Alley 6/7 Avenue Alley 3/4 Alley	We removed existing asphalt, cut base material where needed, and prepped for new asphalt. (Paving of Blake/South and 6/7 Alleys scheduled for 8/21).	9,10,13,14,15,16, 20,21,22
Compost Yard/ Brush Site	We are in the process of cleaning the Compost Yard/ Brush Site up to make it more organized and productive.	1,2,7,8,9,
8th Ave./ Hwy. 33 Repairs	We repaired two joints on 8th Ave./ Hwy. 33 that were lifted or spalled.	1,2
Tree Removals	We, along with Parks, removed trees that affected both Street and Water Utility projects.	8,9
CVMIC Training	All staff participated in Customer Service Training through CVMIC.	22
Storm Sewer Repair	We maintain, repair, or replace storm sewer manholes and catch basins as needed and weather permits.	1,3,6,20,21,22,23, 24
Water Utility	We assist the Water Utility with various tasks when needed.	18
Parks/ Forestry	We assist the Parks/Forestry Dept. with different tasks when needed.	7,8,9,13,14,15
Fire Department	We assisted the Fire Department with tuckpointing of the exterior brick, lighting replacement, and clean-up of their burn props.	2,13,16



**Sold-To ("Purchaser"):**

Tony Gilman  
City of Baraboo Public Works  
450 Roundhouse Court  
Baraboo, WI 53913

**Date:** August 06, 2018  
**Document:** 150611  
**Tel:** 608-393-9945  
**Fax:** 608-356-0518  
**Email:** tgilman@cityofbaraboo.com  
**Customer #:** H701711  
**Preferred:** Email

**Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price Per Ton (USD)		
1,649	City of Baraboo 407 Briar Baraboo, WI 53913 Destination #: H614503 Delivery Lead Time: 7 days	93.20	Deliver	Depot: Prairie Du Chien Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 95.3 Miles
1	City of Baraboo-Sauk Co. Shed Baraboo 620 St Rd 136 Sauk Co. Shed	93.20	Deliver	Depot: Prairie Du Chien Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR

\*Purchase agreement subject to prior sale. MINIMUM PURCHASE WILL BE ENFORCED.

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2019

**Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).**

Terms are NET 30 days from shipment with approved credit.

- \* This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- \* Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- \* Applicable taxes extra
- \* Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sean Lierz  
Senior Sales Manager 1-800-323-1641 x9330  
Compass Minerals America Inc.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.



**Sold-To ("Purchaser"):**

Tony Gilman  
City of Baraboo Public Works  
450 Roundhouse Court  
Baraboo, WI 53913

**Date:** August 06, 2018  
**Document:** 150611  
**Tel:** 608-393-9945  
**Fax:** 608-356-0518  
**Email:** tgilman@cityofbaraboo.com  
**Customer #:** H701711  
**Preferred:** Email

**Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price Per Ton (USD)
---------------	-------------------	---------------------

Baraboo, WI 53913  
Destination #: H960617  
Delivery Lead Time: 7 days

BOTTOM)  
Distance: 95.3 Miles

\*Purchase agreement subject to prior sale. MINIMUM PURCHASE WILL BE ENFORCED.

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

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- \* Applicable taxes extra
- \* Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sean Lierz  
Senior Sales Manager 1-800-323-1641 x9330  
Compass Minerals America Inc.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To" section and "Buyer" in the "Sold To" section of an invoice to which these Terms and Conditions of Sale ("Agreement") relate or are attached.
2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" means short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold are not included in Seller's price and will be charged to and paid by Buyer.
4. CANCELLATION. Orders may be canceled by Buyer only upon (1) written or oral notice to Seller and accepted in writing by Seller and (2) payment to Seller of reasonable cancellation charges to be solely determined by Seller. Except as otherwise agreed in writing, until the products identified in Buyer's purchase order as accepted by Seller ("Products") are shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, the unfulfilled portion of Buyer's order. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with where there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. DELAYS. All orders are subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), acts or omissions of Buyer, action of any governmental authority, or other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from order changes by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, but not limited to, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. On passage of title, Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Upon transfer of the Products' risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars used to deliver the Products until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees/agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such Seller's approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Products and that, at the time of shipment, the Products will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to Products, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Products or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Products shall be limited to the replacement of such defective Products by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller for such defective Products. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Products will be commenced more than one (1) year after the accrual of the cause of action thereto.
9. LIMITATION OF LIABILITY. SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCTS INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Products delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. INDEMNIFICATION. BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in all Products furnished by Seller and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. LEGAL COMPLIANCE. Buyer and its employees/agents (1) will comply with all applicable U.S. federal, state, local and foreign laws and regulations, including the U.S. Export Administration Regulations, the U.S. Foreign Corrupt Practices Act, and the U.S. Patriot Act, as amended from time to time (collectively, "Laws"); (2) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (3) will cooperate with Seller in any audit/inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Products as represented to Seller.
13. MISCELLANEOUS. Matters arising out of or in connection with a sale hereunder will be governed by Kansas laws without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment/acceptance of purchase order forms containing different/additional terms shall have force or effect. Seller's failure to enforce any provision will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any unenforceable provision shall be enforced to the extent it is enforceable. Any provision intended to survive shall survive this Agreement's termination/expiration and the consummation of the transactions contemplated hereunder.

## GARBAGE/RECYCLING HOLIDAY PICKUP

### REGULAR PICK-UP DAY

Friday, March 30, 2018  
Monday, May 28, 2018  
Wednesday, July 4, 2018  
Monday, September 3, 2018  
Thursday, November 22, 2018  
Friday, November 23, 2018  
Monday, December 24, 2018  
Tuesday, December 25, 2018  
Tuesday, January 1, 2019

### HOLIDAY PICK-UP DAY

Thursday, March 29, 2018  
Tuesday, May 29, 2018 (Recycling Week)  
Thursday, July 5, 2018  
Tuesday, September 4, 2018 (Recycling Week)  
Wednesday, November 21, 2018  
Monday, November 26, 2018 (Recycling Week)  
Wednesday, December 26, 2018 (Recycling Week)  
Thursday, December 27, 2018 (Recycling Week)  
Wednesday, January 2, 2019

***Please Note: Extra trash may be placed outside of the cart on your first pickup day after a holiday. All other times throughout the year, items must be placed in a cart to be picked up. You may upgrade your cart from a 64-gallon capacity to a 96-gallon cart or purchase an additional cart by calling 355-2730 or on-line at [www.cityofbaraboo.com](http://www.cityofbaraboo.com). Recycling is unlimited ~~for customers with a 96-gallon cart~~. Cardboard that does not fit in your cart must be flattened and be bundled together.***

***Reminder: The **GREEN** cart is for recyclable materials and the **BLUE** cart is for household trash. The side of the cart labeled "STREET SIDE" must be facing out. Please do not place carts on the street. Carts are to be placed on the tree bank or driveway entrance. Please leave at least 3' of space on each side of your cart(s).***



## LEAVES & YARD WASTE

Leaf pickup will begin October 15th and continue through November 16th. Leaves must be placed un-bagged on the treebank, free of debris such as rocks, stumps, and other yard waste. During leaf cleanup, please be certain that leaves are accessible by keeping vehicles and trailers away from leaf piles designated for pick-up.

Collection will begin in Monday's refuse collection district. After completing collection in Monday's area, crews will move into the Tuesday district, then Wednesday's district, followed by Thursday's and then Friday's refuse collection districts. Upon completion of Friday's refuse district, crews will begin the cycle again in Monday's district. This rotation will continue until November 16th.

This service is intended purely for leaf pick-up. Our leaf vacs are incapable of picking up yard waste such as potted plants and garden materials. Those materials must be dropped off at the City of Baraboo Compost Site located off at 407 Briar Street behind the old Public Works Garage.

Curbside leaf collection only occurs during certain times in the Spring and Fall. During non-pickup times, residents may dispose of leaves at the City of Baraboo Compost Site. Leaves and yard waste must be free of trash and other foreign debris. If material is bagged, you must empty the contents on the appropriate pile and take the bags with you.

**At No Time May Leaves, Grass Clippings, Brush, Or Other Yard  
Waste Be Deposited On The Street Or Alley.  
Not Only Does It Impact Ground And Surface Water Quality,  
But It Is Also Prohibited By Ordinance.**

## **BRUSH**

Brush will be picked up the last **FULL** week of each month April through October.  
*(April 23<sup>rd</sup>, May 21<sup>st</sup>, June 25<sup>th</sup>, July 23<sup>rd</sup>, August 27<sup>th</sup>, September 24<sup>th</sup>, October 22<sup>nd</sup>)*

**All brush must be placed on the treebank by 7:00 AM the Monday of a scheduled pickup week to be guaranteed pickup.**

For the safety and efficiency of our brush cleanup process, brush must be stacked neatly with cut ends facing the same direction. Property owners not meeting these requirements may be required to re-stack the brush pile set out for pickup. Whenever possible, make a few separate piles that are able to be picked up by a single person. Please stack brush in a location where it is accessible to Public Works crews, does not impede vision of motorists, or block pedestrian walkways. Please avoid stacking it close to fire hydrants and sign posts. **Monthly brush pickup is intended for typical residential yard cleanup and is not intended as a lot clearing or tree removal service. The City will NOT pickup brush that was placed by a contractor. Contractors are responsible for the disposal of tree waste that they generate.**

Please do not mix yard waste with brush to be picked up. Brush piles containing yard waste, trash, lumber, or other debris will not be picked up by City staff. Yard waste can be dropped off at 407 Briar Street behind the old Public Works Facility.

Below are a couple of pictures showing the correct and incorrect way to place brush out for collection.

**CORRECT**



**INCORRECT**



## **Wood Chips and Mulch**

When available, the City of Baraboo offers its residents wood chips created by our brush pickup program. The City will load your trailer, flat bed, or dump truck for **free**. Sorry, the City will not hand load cars or SUV's, or dump into a pickup bed unless the cab is protected.

Residents picking up chips must schedule loading in advance with the Public Works Department. Please call 608-355-2735 ext. 7383 to schedule a pickup.



# WARNING

**THE FOLLOWING ITEMS ARE NOT TO BE PLACED IN CITY OF BARABOO  
REFUSE OR RECYCLING CARTS FOR PICKUP. VIOLATORS MAY BE  
SUBJECT TO A SUSPENSION OF SERVICE AND/OR A CITATION.**

- (a) All substances and materials that are prohibited for deposit in a Wisconsin licensed Landfill, including, but not limited to, hazardous waste as defined in Ch. NR 187 Adm. Code, flash waste and other wastes generated primarily from the combination of coal or fossil fuels, foundry wastes, sludge, domestic waste from private sewage disposal systems, infectious wastes, free liquid wastes, etc.
  - (b) Toxic wastes, chemicals, explosives, and ammunition.
  - (c) Drain or waste oil or flammable liquids.
  - (d) Paint.
  - (e) Tires and automobile parts.
  - (f) Yard waste.
  - (g) Demolition waste and construction debris including materials from remodeling, construction or removal of a building, roadway, or sidewalk.
  - (h) Tree trunks and stumps.
  - (i) Household appliances (including electronics) and household furniture.
  - (j) Dead animals.
  - (k) Undrained food waste.
  - (l) Industrial waste.
  - (m) Garbage or refuse strewn by animals or vandals prior to collection.
  - (n) Stone, rubble, earth and sod.
- (ORD.11.07)**





# POLICE LINE

The Baraboo Police Department Newsletter

August 2018

## From the Chief

It is hard to believe that school is right around the corner. Summer has always been busy here at the police department and this one went by in the blink of an eye.

As we ramp up for a return to school, Safety has to be a priority. We need to start to thinking about kids walking and biking to school and the need to slow down and look for pedestrians, especially near school zones.

Parents can start to get their kids ready for school, reminding them of their part in safety as well. Encourage them to use crosswalks and obey the rules of the road while traveling on bikes.

Safety has to extend to other areas in our modern world as well. We will spend the first weeks of school dealing with harassment and fights related to students' use of social media. We find that kids spend time talking bad about others, only to then have to see them at school, resulting in problems for the students and the school.

The Baraboo Community has embraced ALICE, the response protocol for ongoing deadly violence as well. Students will practice these drills at school, along with school staff as well as fire drills and other safety responses. All of these are important pieces in

the puzzle that help us as a community keep Baraboo and our schools safe!

## ALICE

Members of the BPD, along with Fire Chief Stieve and Sauk County EM Director Jelinek have been training with the Baraboo School District as part of a comprehensive safety and response plan.



These are simple response guides for responding to active violence, a problem all too familiar in our present society.

- Alert
- Lockdown
- Inform
- Counter
- Evacuate

We are still doing Community trainings with a full list at the County's web site:

<https://www.co.sauk.wi.us/emergencymanagement/alice>

These responses are transferable to any public venue and start with the most basic premise, it can happen here!

## Anniversaries

In August, we have the anniversaries of: Chief Schauf 19 years; Sgt. Mark Wichner 8 years.

## P2D2

A reminder that the Baraboo Police Department still collects unused prescription and OTC medications. The Prescription Pill Drug Disposal or P2D2 is in the lobby of the department and accessible from 7:30 am to 4:30 pm any day the police department is open.



The box is on the lower level, and can be accessed from the north parking lot in the area marked as Police Department. It is on the west wall just inside the main doors.

Report Criteria:  
Selected types: Assistance Applied, Billing Adjustment

**Billing Adjustment**

**07/13/2018**

Name	Customer Number	Type	Description	Amount	Service
CENTURY 21 AFFILIATED	56-115000-01	Billing Adjustment	REMOVE PENALTY AMOUNT PER JMB	-52	Multiple
Total 07/13/2018:				-52	
Total Billing Adjustment:				-52	

**07/23/2018**

Name	Customer Number	Type	Description	Amount	Service
PRICE, MIKE	72-110000-02	Billing Adjustment	REMOVE PENALTY/FINAL READOUT	-1.56	Multiple
Total 07/23/2018:				-1.56	
Total Billing Adjustment:				-1.56	

**07/26/2018**

Name	Customer Number	Type	Description	Amount	Service
CONNAL PRICE, SHELAH	95-128000-00	Billing Adjustment	REMOVE PN-FOUND IN UPTOWN DRO	-3.99	Multiple
PALUCH, GERLINDE	65-062000-00	Billing Adjustment	REMOVE PN-FOUND IN UPTOWN DRO	-2.72	Multiple
Total 07/26/2018:				-6.71	
Total Billing Adjustment:				-6.71	

**07/30/2018**

Name	Customer Number	Type	Description	Amount	Service
BOYSA SOUTH POINT APTS	96-003100-01	Billing Adjustment	REMOVE PN--RENTER DID NOT GET BI	-1.98	Multiple
KOWALKE, STEVE	79-135000-02	Billing Adjustment	REMOVE PN--FINAL READOUT	-1.91	Multiple
Total 07/30/2018:				-3.89	
Total Billing Adjustment:				-3.89	
Grand Totals:				-12.66	

Report Criteria:  
Selected types: Assistance Applied, Billing Adjustment