

AMENDED

**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, September 24, 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, Kathy Hill, Carol Berendes, and Library.

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of August 27, 2018 Public Safety Committee meeting.

2. New Business

- a. Citizen request for special signage to accentuate the posted speed limit on Walnut Street.
- b. Consider revising the Official Traffic Map to restrict parking on west side of Draper Street from southern most access to the northern most access to the John Young Middle School.
- c. Discuss 2019 Budget and identify prospective capital projects and/or purchases.
- d. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for August 2018.
- e. Review and recommendation to the common council to allow property owners with a dangerous tree shared on their properties the option of deferring payment to the city for the city’s removal of the tree

3. Reports

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

4. Adjournment

Phil Wedekind, Chairperson

Agenda Prepared by Kris Jackson
Agenda Posted by Kris Jackson September 21, 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 – August 27, 2018

Members Present: Phil Wedekind and Mike Plautz, and Tom Kolb. **Others Present:** Ed Geick, Mayor Palm, Chief Schauf, Chief Stieve, Attorney Truman, Tom Pinion, Wade Peterson, Tony Gilman, Linda Luck, Buck Sweeney, Greg Slayton, 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 July 23, 2018 meeting. Motion carried unanimously.

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 feet south of Elm Street – Pinion presented the background. Linda Luck, who resides in this area, indicated people parking here create a traffic hazard inside the curb. Kolb, seconded by Plautz to prohibit parking as requested, moved it. Motion carried unanimously.
- 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. – Pinion said this is the entrance to Blackhawk Park, and the area just to the west side of the roadway is a gang mailbox for residents there. He said that it is also the bus stop for the park. It was moved by Kolb, seconded Plautz to prohibit parking as requested. Motion carried unanimously.
- c. Consider revising the Official Traffic Map to prohibit parking on both sides of Summit Street from a point 100 feet south of 10th Avenue to 10th Avenue – It was moved by Kolb, seconded by Plautz to prohibit parking on requested. Motion carried unanimously.
- d. Consider Agreement with Delton Fire Department to allow their use of the City’s Container Based Training Prop on Briar Street – Chief Stieve stated that Delton Fire Department has requested to use the department’s container based training prop on Briar Street to have member of their department to experience a live fire in a controlled atmosphere. He said that there is no cost to use it, with exception of making sure that they rebuild anything that is damaged inside. It was moved by Plautz contingent upon Delton’s approval of the agreement. Kolb seconded the motion. Motion carried unanimously.
- e. Review and recommendation for revising the City’s ordinance regulating loud and unnecessary noise – Attorney Truman said that this is being suggested to be revised given the change to the special event ordinance. She said that it allows the Police Department more flexibility in allowing what could be considered loud and unnecessary noise after what would normally be considered an end time. She said the last time it was before the Committee there were some concerns on how it might affect the fair. She said that she and Chief Schauf met with Scott Zirzow and another man to discuss it. She said that they had some concerns because at times, they tend to have later events, and they do not necessarily want to be restricted, because they are not everyday events. She said that the biggest changes from what the Committee saw last month is that the noise permit is reviewed by the Police Department, the Police Chief, or designee; there is no automatic denial of a permit after 10 p.m., so the Police Chief can issue a noise permit until midnight or 1:00 a.m. depending on the circumstances. However, the Police Chief, or designee will have to take into consideration the factors, such as the location of the noise, the purpose for the noise, etc. It was moved by Kolb, seconded by Plautz to recommendation revising the City’s ordinance as presented. Motion carried unanimously.
- f. Review and recommendation to close Oak Street, between 2nd and 3rd Streets, for a Special Event – “Foo Fest”, on September 8th from 2 PM to 10:30 PM, sponsored by Brothers on Oak (as a fundraiser for the Baraboo Fire Fighters’ Association) – Greg Slayton addressed the Committee. He said that the started time is a later than last year, end the must at 10:00 and disperse the crowd by 10:30. He said that the picnic license has already been issued to the Fire Department for beer sales. Kolb moved to approve as long as the music ends at 10:00 p.m. Plautz seconded the motion. Motion carried unanimously.
- 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 – Pinion said that this is result of several staff meetings, and Committee meetings concerning the disposal or discharge of Driftless Glen’s wastewater. He said that one of requests made by Driftless Glen was to be able obtain what he will deem as a credit for wastewater that does not go down to the sanitary sewer system. He said as part of the process, they meter water that goes to chiller, they also send wastewater out

in tankers to a third party facility, and the spirits that they produce are bottled. Therefore, that combined volume of water doesn't go into the sewer, but comes through their water meter, so rather than pay the sewer charges based on the gross amount of water used, they are looking to pay on the net amount of water discharged. He said that Attorney Truman drafted an agreement, which himself and Peterson were involved in it, and Buck Sweeney, representing Driftless Glen has taken a look at it, and everyone believes that it is a reasonable, mutual agreement for this particular portion. He said that Driftless Glen also has concerns regarding the charge for the wastewater, but pending the completion of the rate study, staff wasn't interested in negotiating that twice, let alone once. Pinion said the meter is internal to the building, and at this time, it is their meter; however, the agreement states that the City wants it to be their meter, just as it is on every water meter. It was moved by Kolb, seconded Plautz to recommend approval of proposed agreement as presented. Motion carried unanimously.

- h. Review and recommend awarding construction contract for DPW Pole Building – Pinion said that was before the Committee in June; however, the bids came in substantially higher than the \$60,000 budgeted. He said that Gilman has worked extensively with Cleary Building Corp and has the bid down to \$60,531, and there is the ability to transfer the \$531.00 to cover the difference, which would be the budget overrun. Gilman presented the Committee a detailed overview of the proposed project. Discussion took place regarding building appearance. It was moved by Kolb, seconded by Plautz to recommend awarding construction contract from DPW Pole Building as presented. Motion carried unanimously.
- i. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for July 2018 – It was moved by Kolb, seconded by Plautz to approve billing adjustments/credits as presented. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report – Peterson said with the end of summer the department has been busy with water main projects and sewer treatment plant. He said the lead service replacement is going well. The sewer plant construction is going well; he said the next 30 days is a huge schedule for putting things together. He said that he is opening to have this Committee meeting at the Sewer Treatment Plant in October.
- b. Street Superintendent's Report – Gilman presented the department's monthly activity report. The department is working on cleaning up the brush and compost site to make it look better and to try to cut down on illegal dumping. He said that next year there would be fencing installed, and cameras. The department has been working on 8th Street/Highway 33 repairs, and they will be out again within the next three or four weeks. Gilman said that there has been a 21% price increase in road salt; therefore, in the 2018/2019 season there will be a reduction in salt ordered. Gilman stated that it was stated in last newsletter that recycling is unlimited for residents with a 96-gallon cart; however, this is not done by ordinance, and maybe something that the Committee would want to consider in the future to make the pickup more efficient. He said that the entire garbage/recycling ordinance is going to be reviewed. Gilman presented the garbage/recycling violation stickers that are in the process of being made.
- c. Police Chief's Report – Schauf said that the department has two new police officers, the City of Baraboo being both officers' first police job. He said that the department has four officers that are involved in some type of medical leave at the time, which makes the department short staffed.
- d. Fire Chief's Report – Stieve said that Tyler Greenwood was promoted from Lieutenant to Captain about two months ago. Brandon Green, Josh Hecht, and Mark Willer to Lieutenant; Karl Denker, Jordan LaMasney, and Aaron Diers are in the acting Lieutenant program. He said that the High School Fire Academy would begin next Wednesday. He said that two new firefighters were hired last week, one is a Dells Deputy and paramedic, and she has firefighter certification, and other female hired has no experience and has started her entry-level fire class. Stieve said that Gilman's department helped clean up around the live fire prop, and patched brick at the fire station.

Pinion said that three of the six streets for reconstruction are finished. Fourth Street is about 40% finished and they are back on sidewalks. Vine Street will start next week, and the week after that Mill Race will be done. He said weather has not been cooperating with paving contractors.

ADJOURNMENT – Kolb moved, Plautz seconded to adjourn at 1:56 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

MEMORANDUM

City of Baraboo

Date: September 21, 2018
To: Public Safety Committee
From: Tom Pinion
Re: Background for September 24th mtg. @ **1:00 pm** – **Municipal Building (Committee Room)**

New Business:

Item A. This is a discussion item only. A couple of residents have expressed concern about the apparent speed of traffic on Walnut Street and would like the Committee to consider installing new signage to replace the former yellow flashing beacons that previously existed near the Mulberry Street and Silver Drive intersections.

The Chief and I have discussed it and we are concerned about restoring these beacons. There was one across from the old Blue & White Motel and another in front of Baraboo Tent & Awning. They both went missing sometime before August 2013 (per Google Earth's street view). WDOT had no compelling reason to replace them during the recent pavement rehabilitation project. Although the MUTCD does not prohibit the use of flashing beacons, it is my understanding that the constant use of such a beacon is considered ineffective. They are much more effective when they draw attention to a temporary speed limit (school crossings for example) or to a recent speed limit change. The Police Department has not seen any better compliance on speed limits signs with beacons compared to those without.

Item B. The School District has requested that the existing parking restriction on the west side of Draper Street be extended from the southerly (lower) access to the Jack Young Middle School be extended north to the northerly access to the upper parking lot. 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 extend the existing parking restriction. See the draft Ordinance revision in the packet.

Item C. This too is an informational item only. This item provides the Committee with an opportunity to discuss a particular project or purchase they would like to see included in the 2019 Budget. It also provides Department Heads with an opportunity to review the tentative list of projects and purchases that are candidates for next year's budget.

Item D. This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for August 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!**

The City of Baraboo, Wisconsin

Background: The Public Safety Committee considered a request to revise certain parking regulations on Draper Street at their September 24th, 2018 meeting.

Based on recommendations from the City Engineer and Chief of Police, the Committee recommended that the Common Council approve the proposed changes.

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

An Ordinance revising the City of Baraboo Code of Ordinances §7.14 Traffic and Parking Regulations on and adjacent to school district grounds.

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

1. The City of Baraboo Code of Ordinances § 7.14 is revised as follows:

7.14 TRAFFIC AND PARKING REGULATIONS ON AND ADJACENT TO SCHOOL DISTRICT GROUNDS

(3) VEHICLE PARKING PROHIBITED AT SPECIFIED TIMES

(b) During the hours of 7:30 A.M. to 3:30 P.M. on school days, no person shall park, stop, or leave standing, whether attended or unattended, except school buses temporarily for the purpose of and while engaged in loading or unloading or in receiving or discharging passengers on the following streets.

2. The west side of Draper Street beginning at the intersection of Draper Street and 8th Avenue and thence north to the ~~south~~-northern most driveway leading to the Baraboo Middle School.

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 _____ 2018 and is recorded on page ___ of volume ___.

City Clerk: _____

Report Criteria:
Selected types: Assistance Applied, Billing Adjustment

Billing Adjustment

08/01/2018

| Name | Customer Number | Type | Description | Amount | Service |
|---------------------------|-----------------|--------------------|-----------------------|---------------|----------|
| BROADWAY MINI MALL | 59-009000-00 | Billing Adjustment | REPAIRED TOILET | -55.56 | Multiple |
| RATHMAN, ERIC | 64-052000-00 | Billing Adjustment | REPLACED WATER HEATER | -5.05 | Multiple |
| Total 08/01/2018: | | | | <u>-60.61</u> | |
| Total Billing Adjustment: | | | | <u>-60.61</u> | |

08/03/2018

| Name | Customer Number | Type | Description | Amount | Service |
|---------------------------|-----------------|--------------------|-------------------------------|--------------|----------|
| D MITCHELL LLC | 87-011700-00 | Billing Adjustment | REMOVE PN(REISSUED CHECK/OVER | -1.46 | Multiple |
| Total 08/03/2018: | | | | <u>-1.46</u> | |
| Total Billing Adjustment: | | | | <u>-1.46</u> | |

08/27/2018

| Name | Customer Number | Type | Description | Amount | Service |
|---------------------------|-----------------|--------------------|-------------------------|----------------|----------|
| SANDWICK, DANIEL | 54-021500-04 | Billing Adjustment | REPAIRED TOILET ON 8/16 | -75.79 | Multiple |
| Total 08/27/2018: | | | | <u>-75.79</u> | |
| Total Billing Adjustment: | | | | <u>-75.79</u> | |
| Grand Totals: | | | | <u>-137.86</u> | |

Report Criteria:
Selected types: Assistance Applied, Billing Adjustment

PUBLIC SAFETY/FINANCE AND PERSONNEL COMMITTEES ITEM SUMMARY
September 24, 2018 and September 25, 2018

ITEM: REVIEW AND RECOMMENDATION TO THE COMMON COUNCIL TO ALLOW PROPERTY OWNERS WITH A DANGEROUS TREE SHARED ON THEIR PROPERTIES THE OPTION OF DEFERRING PAYMENT TO THE CITY FOR THE CITY'S REMOVAL OF THE TREE.

CITY'S LEGISLATIVE HISTORY: None.

DISCUSSION:

Baraboo Municipal Code requires the abatement (removal) of dangerous trees, with the definition of "dangerous trees" including: "All trees that are injurious to public health or safety because of a diseased or damaged condition..." §10.05(6), Baraboo Municipal Code. It has come to the attention of City staff that there is a dangerous tree located jointly on the properties of 415 6th Avenue and 712 Center Street, with about 80% of the tree on the 6th Avenue property and 20% of the tree located on the Center Street property. See attached map.

Estimates for the cost of the removal of the tree are around \$27,000 (given the size and condition of the tree, the removal will require equipment the City does not own). City staff has been in contact with both property owners as part of the abatement process and has learned that the property owner with the majority of the tree on their property does not have the ability to pay their portion of the costs to hire someone to remove the tree.

Given the condition of the tree and City code, the City's next step will be to abate the tree and pay for the costs of the abatement. The property owners with the smaller percentage of the tree has informed the City that they should be able to immediately reimburse the City for the City's abatement costs, although the owners of the other property have stated they will not be able to immediately reimburse the City.

In situations where the City is required to pay for an abatement and reimbursement is not promptly received from the property owner, City code requires the City's costs to be placed on the tax roll for the property owner. Given the uniqueness of this situation - both with the high costs involved coupled with the desire of the property owners to be in compliance with City code (typically abatement by the City occur due to a non-willingness of the property owner to comply with City Code) - City staff is requesting the Common Council consider allowing one or both property owners the opportunity to reimburse the City through a lien attached to each owners' property, with full payment due to the City upon the sale of the respective properties.



1230 SOUTH BLVD.
BARABOO, WI 53913
608-356-2771
MSA-PS.COM

PROJECT NO. 19481000
DRAWN BY: KRZ
SURVEYOR: SURVEYOR:
FILE NO. 1948100
SHEET NO. 1 OF 1

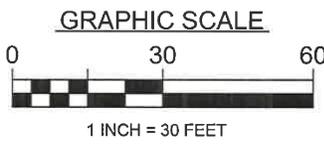
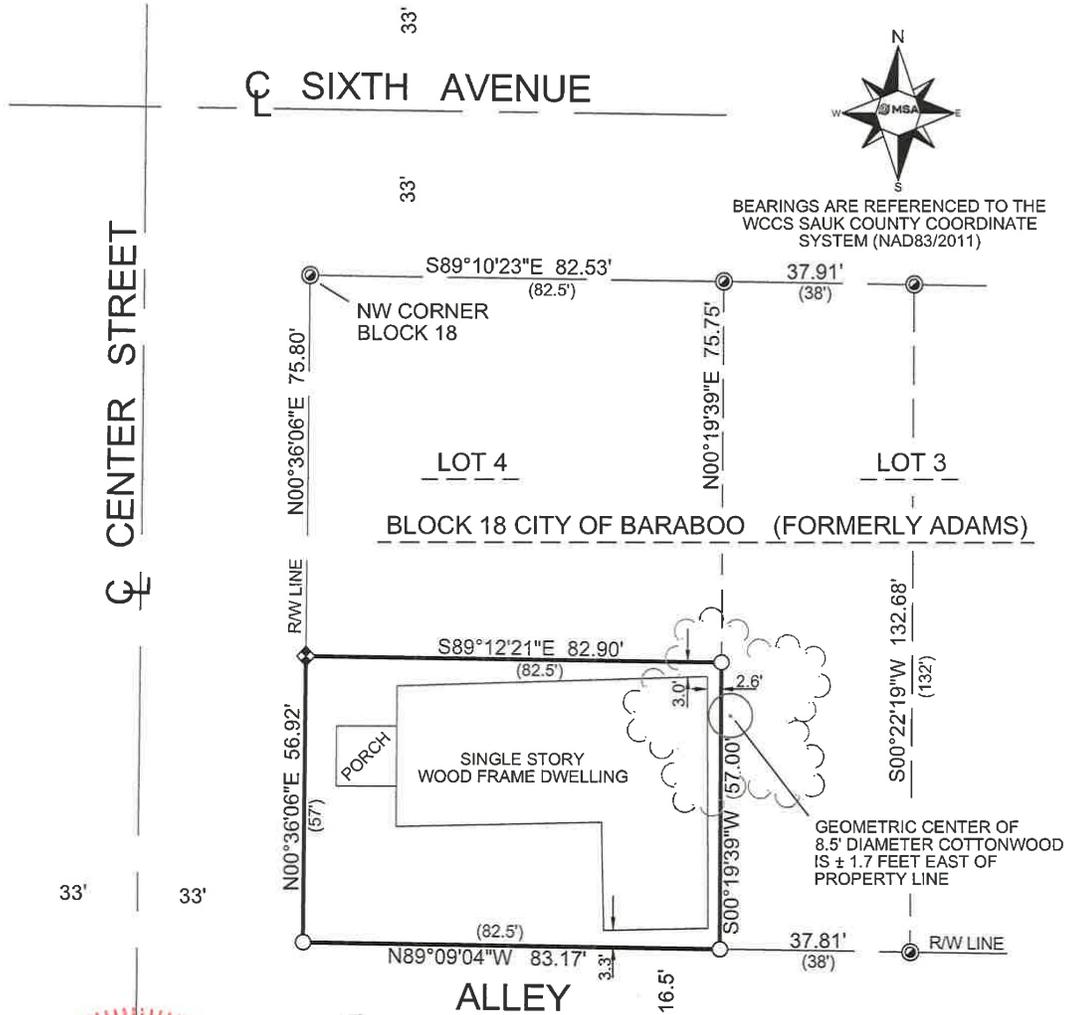
OWNER:
KJK INVESTMENTS
N2420 HWY "A"
OXFORD, WI 53952
608-742-1661

I, KERRY R. ZIMMERMAN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE PROPERTY SHOWN UPON THIS PLAT AND THAT THE WITHIN PLAT IS A CORRECT REPRESENTATION OF THE BOUNDARIES OF THE LAND SURVEYED TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER CERTIFY THAT I HAVE COMPLIED WITH CHAPTER A-E 7 OF THE ADMINISTRATIVE CODE OF THE STATE OF WISCONSIN FOR MINIMUM STANDARDS FOR PROPERTY SURVEYS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

PLAT OF SURVEY

THE SOUTH 57 FEET OF LOT 4, BLOCK 18 OF THE CITY OF BARABOO, FORMERLY ADAMS, LOCATED IN SECTION 35, T12N, R6E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN



- LEGEND
- ⊙ EXISTING 1" IRON PIPE
 - ◆ EXISTING 1 1/2" IRON PIPE
 - 3/4" X 18" IRON ROD SET WEIGHING 1.5 LBS. / LINEAL FOOT

FIELD SURVEY WAS COMPLETED ON 9/4/2018

LOAN AGREEMENT

THIS LOAN AGREEMENT (“Agreement”) is made by and between the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Boulevard, Baraboo, WI, 53913 (“**City**”), and Luis A. Martinez and Veronica Martinez, the joint owners of real property located at 415 6th Avenue, Baraboo, WI 53913 (“**Owners**”).

RECITALS

WHEREAS, the City has determined that there is a dangerous tree, as defined by §10.05(6), Baraboo Municipal Code, (“**Tree**”) partially located on the Owners’ property 415 6th Avenue, Baraboo, WI (“**Property**”); and

WHEREAS, the City is requiring the Owners abate the Tree pursuant to §10.07, Baraboo Municipal Code; and

WHEREAS, the total cost for the abatement will be \$ _____, with the Owners being responsible for 80% of the total costs, or \$ _____, and the owners of real property located at 712 Center Street being responsible for the remaining 20%, or \$ _____; and

WHEREAS, the Owners have told the City although they are willing to abate the Tree, they cannot afford the costs of abatement, that the immediate payment of the abatement costs would require the Owners to sell their Property, and that the Owners therefore cannot abate the Tree; and

WHEREAS, the failure of the Owners to abate the Tree as required by Municipal Code therefore requires the City to abate, including to pay for said abatement, pursuant to §10.07(2)(b), Baraboo Municipal Code; and

WHEREAS, given the unique situation, namely the high costs associated with the abatement plus the willingness of the Owners to abate, the City has agreed to not require the Owners to immediately reimburse the City for the costs of abatement as required pursuant to §10.07(5), Baraboo Municipal Code, and instead to enter into this Agreement with the Owners.

NOW, THEREFORE, for the mutual consideration contained herein, it is agreed by the City and the Owners as follows:

TERMS

1. Recitals. The recitals stated above are hereby incorporated in full into the terms of this Agreement.

2. City’s Responsibility. Pursuant to §10.07(2)(b), Baraboo Municipal Code, the City will abate the Tree, including making the full payment for the abatement, with 80%, or \$ _____, of the total costs for the abatement being deemed a loan by the City to the Owners (“**Loan**”).

3. Owners’ Responsibility. Upon completion of the abatement of the Tree by the City, the Owners shall owe to the City the amount stated in Paragraph 2, above, pursuant to the terms contained in this Agreement.

SAMPLE DRAFT – 9/20/18

4. Loan Terms. In addition to any terms of the Loan described elsewhere herein, the following terms shall apply:

- a. The Loan shall bear no interest.
- b. The Loan shall be due in full upon the sale or transfer of the Property from the Owners to any other person or party, including, but not limited to, an individual, heir, trust or corporation, or from one of the owners to the other owner.
- c. The Owners shall have the right to pay off the Loan to the City at any time, in part or in full, prior to the sale or transfer of the Property.
- d. The Loan shall be secured by a mortgage, signed by the City and the Owners in conjunction with the signing of this Agreement, and which the City shall record with the Sauk County Register of Deeds. The Owners shall be responsible for the \$36.00 recording fee, which shall be due to the City by the Owners in full upon the execution of this Agreement.

5. Representations and Warranties. To induce the City to make the Loan to the Owners, the Owners represent and warrant to the City as follows:

- a. The Owners are the bone fide owners of the Property.
- b. No party other than the Owners has a financial interest, including, but not limited to, a lien, outstanding tax payments or mortgage, in the Property, with the exception of _____ [Bank Name], who has a mortgage on the Property in the amount of _____.
- c. There is no litigation, arbitration or governmental proceedings are pending or threatened against Owners which would, if adversely determined, materially and adversely affect the financial condition of the Owners.

6. Covenants. Until the Loan is paid in full and all obligations contained in this Agreement are completed by the Owners, the Owners covenant and agree as follows:

- a. The Owners have and will maintain in good standing for the duration of the Loan homeowners insurance in such amounts and against such risks including, but not limited to, dwelling coverage, other structures coverage, personal property coverage and loss of use coverage. Proof of insurance shall be provided by the Owners to the City within five (5) business days of written request by the City. The insurance shall include a loss payable endorsement in favor of the City in an amount not less than the amount due to the City as stated in Paragraph 2, above.
- b. The Owners have and will continue to make all required payments pertaining to the Property, including, but not limited to, property tax payments, assessments, mortgage payments and water bill payments, timely.

SAMPLE DRAFT – 9/20/18

- c. The Owners agree not to enter into any Agreement containing any provision which would be violated or breached by the performance of their obligations hereunder or under any instrument or document delivered, or to be delivered, hereunder or in connection herewith.
- d. The Owners waive all rights to a trial by jury and any action, proceeding or counter-claim brought by either party against any other party hereof on any matter whatsoever arising out of, or in connection with, or related to this Agreement.

7. Collateral Security. The Property covered by the mortgage granted to the City by the Owner pursuant to this Agreement shall stand as one general, continuing collateral security for the Loan made herein and may be retained by the City until all of the Owners' obligations to the City have been satisfied in full. The mortgage granted to the City by the Owner shall be subordinate to a first position from _____ *[Bank name]*, or its successor(s) in interest, only.

8. Default.

- a. The occurrence of any one or more of the following events shall constitute a default of this Agreement:
 - i. The Owners default in the performance or observance of any of the agreements or conditions required to be observed or performed by the Owners as provided for herein for a period of thirty (30) calendar days.
 - ii. Any statement, representation, warranty, or covenant made or furnished by the Owners to the City in connection with this Agreement or as an inducement to the City to enter into this Agreement, or in any separate statement or document to be delivered hereunder to the City that shall be materially false, incorrect or incomplete when made.
 - iii. The Owners fail to pay all or part of the principal of or interest on the loan to Owners from _____ *[Bank name]* or any successor first mortgage lender; or any other payment pertaining to the Property including, but not limited to, property tax payments, assessments and water bill payments.
 - iv. The Owners make an assignment for the benefit of its or any of its creditors under Chapter 128, Wis. Stats.
 - v. The Owners instigate proceedings in bankruptcy or the readjustment of any of its respective debts under the Bankruptcy Act, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing
 - vi. The Owners have appointed a receiver or trustee for any substantial part of its respective assets, or any proceedings shall be instituted for the dissolution or the full or partial liquidation of Owners' assets.

- vii. A judgment creditor of the Owners obtain physical possession of any of the Property by any means, including, but without limitation, levy, foreclosure, or self-help.
 - viii. The validity or enforceability of this Agreement or the mortgage document executed pursuant to this Agreement being contested by Owners, or the Owners denying that they have any or further liability or obligation hereunder or thereunder.
- b. Upon the occurrence of an event of default specified in the foregoing paragraphs, Immediately and without notice all obligations under this Agreement shall immediately become due and payable to the City without further action of any kind. Further and in addition to the rights and remedies given it by this Agreement and Mortgage, the City shall have all those right and remedies allowed by all applicable laws, and the City's remedies shall be cumulative. Each of the Owners as party to this Agreement shall be jointly and individually responsible in the event of a default.

9. Enforcement and Non-Waiver by the City. The City shall have the right at all times to enforce the provisions of this Agreement and mortgage in strict accordance with the terms hereof and thereof notwithstanding any conduct or custom on the part of the City in refraining from so doing at any time or times. The failure of the City at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Agreement or as having in anyway or manner modified or waived the same. All rights and remedies of the City are cumulative and concurrent and the exercise of any other right or remedy shall not be deemed a waiver or release of any other right or remedy.

10. Notices. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed delivered if delivered in person or if sent by first class mail, postage prepaid, to the address first listed above, unless such address has changed by written notice hereunder.

11. Applicable Law. The substantive laws of the State of Wisconsin shall govern the construction of this Agreement and the rights and remedies of the parties hereto.

12. Binding Affect, Assignment, and Entire Agreement. The Owners have no right to assign any of its obligations hereunder without the prior written consent of the City which consent may be denied in the sole discretion of the City. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire Agreement between the parties, and may be amended only by a writing signed on behalf of each party.

13. Severability. 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 severable.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

SAMPLE DRAFT – 9/20/18

Dated at Baraboo, Wisconsin, this _____ day of _____, 2018.

[Signature Lines Omitted in Draft



To: Public Safety Committee
From: Utility Superintendent
Re: September 2018 Agenda

Old Business:

None

New Business:

None

Reports:

Biosolids Project – Slow and steady would be a good way to describe the project. The centrifuge (1 of 2 main equipment pieces) has been delayed 6 weeks. Should be here no later than 11/9. So start up could be around Thanksgiving.

Lead Service Replacement – 18 services done. 2 more scheduled for this year. 10 or so scheduled for 2019.

Sewer Main Rehab – Contractor slip-lined 1,500 feet of sewer mains (Hollywood, Walnut, Lake)

Sewer Rate Study – The Utility and Baker Tilley have been working on exchanging data for the rate study. Once we firm up the 2019 budget, we will get the last of the data to Baker Tilley.

Flood 1 – Waters did reach some of the WRRF buildings and covered the driveway into the plant. Sandbagging prevented any water from getting in the buildings.

Flood 2 – No issues.

Water Budget – Will have completed by 10/3. At the moment the significant items are: replacing lawn mower and backhoe, engineering study for upgrading the electrical system for the Oak Street booster station, repairing to interior painting and installation of mixer at the Commerce Street tower, and replacing several water main valves on Lake Street.

Sewer Budget – Will have completed by 10/3. At the moment the significant items are: replacing the front end loader, purchase of a second vehicle for the WRRF, engineering study for replacing the siphon river crossing by the old water pump house, televising of all the sewer mains on 8th Street/Avenue, and continuing with slip-lining more sewer mains.



**City of Baraboo
Department of Public Works
Activity Report
September 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. | 21 |
| 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. | 4,5,19 |
| Trim Brush | We trimmed brush that was hanging low over sidewalks, blocking street signs, encroaching in alley space, or causing a vision hindrance. | 14 |
| Brush Clean-up | We collect brush that residents place curbside or in alleyways. Monthly brush pickup is the last full week of each month. | 21 |
| Facility or Equipment Cleaning | We clean our equipment and facility as time permits. | 19,20 |
| Old Shop Repair | We are repairing areas on the former Public Works Building to prevent water from getting in. | 20 |
| Patching | We patch streets, alleyways, and parking lots as needed and when weather permits. | 6,7,19,20 |
| Alleys | We did final prep on the 3/4 Alley (Ash to East). | 7 |
| Street Sweeping | We sweep regularly to maintain an orderly appearance and prevent debris from entering the storm sewer system. | Daily |
| Compost Yard | We are cleaning up the brush/ compost site to improve the appearance and efficiency of the area. | 5,6,7 |
| Landfill | We cleaned up some areas at the Landfill that were noted on our Landfill Inspection Report. (Brush clean-up, fill low areas) | 12,13 |
| Flooding Prep/ Control/ Clean-Up | We assisted with sandbag prep, signage placement, sandbag delivery, sandbag pickup, and debagging. | 4,5,6,7,10,11,12,13,14,17,18,19,20,21 |
| Assist Sauk County Highway Department | We assisted Sauk County with debris removal by using our Prentice Loader during the time of high water. | 5,6,7,8,10 |
| Assist Rock Springs | We sent an employee to assist the Village of Rock Springs with sand bag removal. Request came via EOC. | 10 |
| 325 Lynn Street | We assisted with rubble and fill removal in preparation for the sale of the site. | 13,14,18 |
| Grade/ Clean-up Canepa Street and UW - Baraboo Fire Lane | We cleaned up two gravel areas that had washed due to the heavy rains. | 19 |
| Storm Sewer Repair | We repair or maintain storm sewer manholes and catch basins as needed and weather allows. | 4,5 |
| Water Utility | We assist the Water Utility with various tasks when needed. | 6,7,10,11,13,14,17,21 |
| Parks Department | We assisted the Parks Department with tree/limb removals that were damaged due to wind. | 5 |
| Fire Dept. | We assist the Fire Dept. with different tasks when needed. | 12 |

Proposed City of Baraboo Fleet Replacement and Repair Proposal for 2019

EQUIPMENT REPLACEMENT

1. Replace truck #1 mechanics/store room truck

Truck is 2002 Ford F-250 with 172,000 miles has V-10 engine is 4x4 chassis with automatic transmission Truck has utility body on it and air compressor. Would replace with ¾ ton, 4x4, gas engine with automatic transmission, regular cab long box pick-up truck, and install cross box tool box in bed for tools and a under hood on demand compressor. Also would need receiver hitch and brake controller to accommodate trailers. Would transfer radio and install strobe lights in house.
Estimated replacement costs

| | |
|----------------------|--------------------|
| Truck | \$32,000.00 |
| Air compressor | \$1,100.00 |
| Tool box | \$500.00 |
| Strobe light pkg | \$250.00 |
| BUDGET AMOUNT | \$33,850.00 |

2. Replace truck #2 fuel truck/street workers truck.

Truck is 2000 Ford F-250 4x4 long box with lift gate truck has V-10 engine auto trans and fuel tank and lift gate in bed of truck. Would replace with ¾ ton 4x4, gas engine with auto transmission, regular cab pick-up truck with long box. Would install new lift gate and transfer fuel tank from old truck to new truck, also transfer radio and install strobes and back rack to protect cab rear window.

| | |
|----------------------|--------------------|
| Truck | \$32,000.00 |
| Lift gate | \$2,900.00 |
| Strobe lights | \$250.00 |
| BUDGET AMOUNT | \$35,150.00 |

3. Replace truck #4 sign truck.

Unit is 2000 Ford F-250 4x2 with 243,000 miles cab is rusting. Would replace with new ¾ ton truck 4x4 with gas engine and auto transmission, regular cab with 8ft box. Would transfer rack and arrow boards as well as strobes and radio.

| | |
|----------------------|--------------------|
| Truck | \$32,000.00 |
| Tool box | \$500.00 |
| BUDGET AMOUNT | \$32,500.00 |

4. Recommend replacing two skid loaders unit #27 and #28. Units are 2012 model bobcats and have 1850 hrs and 2300 hrs. respectively on them. Both units are aging and could potentially start costing us serious dollars to repair (example, drive motors are common repair issues for the age they would cost around \$8500.00 to replace, also water pumps and belt drive systems as well as electrical issues. In all it would not be uncommon to spend \$8,000.00 to \$12,000.00 in repairs in the upcoming years. That being said the crew has expressed interest in a track type unit so in essence we would propose to trade in two wheeled units and get one wheeled unit and one track unit to replace them. The track type unit has become more necessary for grading and leveling out alleys, lots, ball parks and general landscaping where you do not want to disturb the top soil and promotes less compaction and less rework to surrounding soil.

| | |
|----------------------|---------------------|
| NEW | |
| Bobcat T-770 | \$59,150.00 |
| Bobcat S-770 | \$46,450.00 |
| TOTAL | \$105,600.00 |
| TRADE-INS | |
| Trade Value of #27 | \$25,000.00 |
| Trade Value of #28 | \$26,500.00 |
| TOTAL | \$51,500.00 |
| BUDGET AMOUNT | \$54,100.00 |

5. Replace 2006 John Deere 310SG Backhoe. Proposal is to trade DPW backhoe towards Water Utilities new backhoe purchase and purchase Water Utility 2013 John Deere 310SK backhoe from them.
BUDGET AMOUNT \$ 25,000.00

EQUIPMENT MAINTENANCE

1. Purchase new trailer to haul track type skid steer. 14,000# pintle hitch, tandem axle trailer, 19' long.
BUDGET AMOUNT \$9,800.00

2. Replace arm in garbage truck #83. Rebuilt unit complete with labor and oils (unit is worn and bent from years of use) also includes rebuilding of packer panels and slides:#83 will be 7 years old and has 8000+ hours on it. 6-8 years and 8000 hours are typically the time to look at replacement of truck.
BUDGET AMOUNT \$25,000.00

3. Replace plate compactor Unit # 35 1997 model Wacker Packer wp1540a plate compactor
BUDGET AMOUNT \$1,800.00

4. Slide in brine salt applicator. Self-contained 750 gallon unit , gas powered engine with spray bars and tank. Larger unit allows us to cut brine application time by 50%. New unit is more accurate with dispersion and efficient then our truck mounted unit.
BUDGET AMOUNT \$ 9,900.00

5. Snow pusher for skid steer and loader to plow parking lots and dead ends. Suggest 9ft wide with scraper blade.
BUDGET AMOUNT \$6,400.00

6. Set of 4 loader tires for loader #26.
BUDGET AMOUNT \$13,500.00

7. Replace pins and bushings in swivel point of #25 loader out-sourced to Brooks equipment in Sun Prairie, WI.
BUDGET AMOUNT \$8,500.00

8. Replace computer in mechanics office (old laptop is failing). Replace with desktop unit.
BUDGET AMOUNT \$750.00

9. Shop tool replacement and upgrades.
BUDGET AMOUNT \$2,500.00

10. Tire changer and balancer (used one might be able to save money, good used ones are hard to find).
BUDGET AMOUNT \$7,500.00

11. Replace radiant tube heaters in shop.
BUDGET AMOUNT \$4,500.00

12. Replace asphalt router. Our asphalt router is not compliant with OSHA's new standards for silica dust. Routers built prior to 2004 are not able to be modified for compliance. Ours is a 1988.
Budget Amount \$ 26,000.00

TOTAL BUDGET NEEDS \$ 296,750.00

July 2018

| | Current Month | Current YTD | SPLY | Change | Perc. Change |
|-----------------------------------|---------------|-------------|------|--------|--------------|
| Calls For Service | | | | | |
| 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% |
| Totals: | 144 | 770 | 127 | -15 | 8.83% |
| Traffic Crashes | | | | | |
| 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% |
| Totals: | 18 | 141 | 7 | -11 | 640.00% |
| Enforcement Activity | | | | | |
| 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% |
| Totals: | 842 | 4,749 | 905 | 63 | 27.35% |



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>

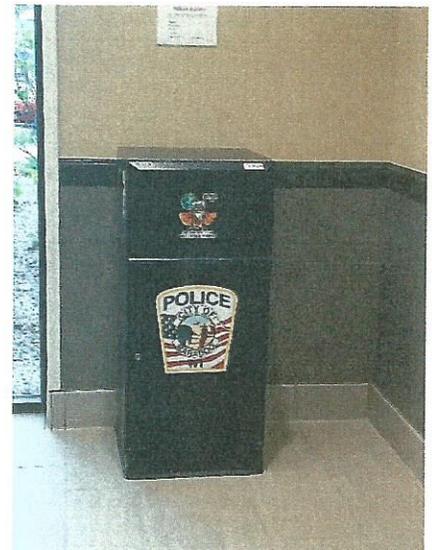
These responses are transferable to any public venue and start with the most basic premise, it can happen here!

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.



POLICE LINE

The Baraboo Police Department Newsletter

September 2018

From the Chief

Sauk County recently experienced heavy rain and flooding. Many of us who were around for the 2008 flooding, or even the 1993 flooding, know all too well the damage and heartbreak such flooding can cause to our friends and neighbors.

The waters rose and fell. We will talk about the flood of 2018 for years to come, but what we need to talk about right now is the community.

The weather was nothing compared to the spirit of Baraboo and the Sauk County community as a whole. Sandbag sessions had hundreds of volunteers, each supported by businesses big and small. Volunteers carried heavy bags to help people they had never met.

The City has worked hard to prepare for such an event and had plans in place for such an emergency. The best part of the plan was and is the caring nature of the people of our community. In the near future, there will be talk about the numbers for damages being in the millions of dollars for Sauk County and several thousand in Baraboo. These numbers are no match for the value of a friend and neighbor. To steal from Bill Johnsen, "You gotta love Baraboo!"

Welcome New Officers

In late August, we welcomed two new officers to what we hope will be long and community involved careers at the Baraboo Police Department. Brendon Meyer started August 20. He comes from the Wood County area and this is his first full-time police job.



Brendon Meyer

Tyler Erhardt started August 27. He is from the Eastern part of Wisconsin and served as a United States Marine before putting himself through college.



Tyler Erhardt

Please join me in welcoming both of these officers to the Baraboo Police Department.

Anniversaries

This September we celebrate the anniversaries of Sgt. Matt Gilbert, 17 years, and Ofc. Carl Ustupski, 3 years.

Sauk County TRIAD

The Sauk County TRIAD has announced the 18th Annual Vehicle Winterization Safety Checks. The Baraboo safety check will take place on Friday, September 28 from 8 a.m. to noon at the Law Enforcement Center at 1300 Lange Court.

TRIAD is a cooperative effort between law enforcement, seniors and the ADRC to reduce victimization of a growing segment of our population.

Officers, deputies and staff from local business will be available to check fluids, hoses, belts, lights and other vehicle equipment, free of charge! There is no appointment necessary and this is a FREE service to our aging and disabled community to try to ensure their safety in the coming winter.