

Council

3-27-12

**OFFICIAL NOTICE OF MEETING
OF THE
MAUSTON COMMON COUNCIL
6:30PM
TUESDAY, MARCH 27, 2012
MAUSTON CITY HALL COUNCIL CHAMBERS
303 MANSION STREET**

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Discussion and Action Regarding Minutes of March 13, 2012, Meeting**
- 4. Discussion and Action Regarding New Operator's License**
 - a. Martin J. Valencia, Sr.**
- 5. Discussion and Action Regarding Transfer of Alcohol Beverage License to Andres Valencia for Cinco de Mayo**
- 6. Citizens Address to the Council**
- 7. Finance and Purchasing Committee Report**
 - a. Discussion and Action Regarding Vouchers**
 - b. Discussion and Action Regarding Cell Tower Marketing Agreement**
 - c. Any Other Business Properly Brought Before the Council**
- 8. Police Chief's Report**
- 9. Health, Welfare and Sustainability Committee Report**
- 10. Plan Commission Report**
- 11. Ordinance 2012-1050 Ordinance Amending Chapter 10 of the Mauston Code of Ordinances Airport Vehicle and Pedestrian Traffic Ordinance – Second Reading**
- 12. Discussion and Action Regarding Ordinance 2012-1050**
- 13. Mayor's Report**
 - a. Discussion and Action Regarding Mayoral Appointment of Municipal Court Judge**
- 14. City Administrator's Report**
 - a. Discussion and Action Regarding Real Estate Services Contract with GJ Meisbauer and Associates, LLC for the State Highway 58/82 Redesignation Project**
 - b. Discussion and Action Regarding Real Estate Services Contract Amendment with GJ Meisbauer and Associates, LLC for the Grayside Avenue and Division Street Intersection Project**
 - c. Ordinance 2012-1051 Ordinance Creating Aldermanic Districts and Identifying County Supervisory District Boundaries – First Reading**
- 15. Any Other Business Properly Brought Before the Council**
- 16. Adjourn**

**OFFICIAL MINUTES OF MEETING
OF THE
MAUSTON COMMON COUNCIL
MARCH 13, 2012**

Call to Order/Roll Call The Mauston Common Council met in regular session on Tuesday, March 13, 2012, in the Council Chambers of Mauston City Hall. Mayor Brian McGuire called the meeting to order at 6:30pm. Members present were Michel Messer, Dennis Nielsen, Dan May, Francis McCoy, Paul Huebner, and Floyd Babcock. Also present were City Administrator Nathan Thiel, Director of Public Works Rob Nelson, Police Chief Mark Messer, and Administrative Assistant Diane Kropiwka.

Pledge of Allegiance McGuire led the pledge of allegiance.

Minutes McCoy/Messer to approve the minutes of the February 28, 2012, meeting. Motion carried by voice vote.

Citizens Address to the Council

Circle of Hope Mr. John McGinley presented a brief history on the organization, explained its purpose, and invited the Council to visit their location at the previous J & T Auto building on Prospect Street.

New Operator's Licenses Nielsen/Babcock to approve new operator's license for Doris L. Miller. Motion carried by voice vote.

Nielsen/Messer to approve a new operator's license for Veronica Valencia. Motion carried by voice vote.

Temporary Class "B"/"Class B" Picnic Beer License Babcock/Nielsen to approve a temporary license for St. Patrick's Church for March 17, 2012. Motion carried by voice vote.

Ambulance Commission Quarterly Report Alderperson Messer reported that the Ambulance association is working with the DNR to determine if a property they are interested in would need remediation. The association has purchased portable medical monitors that can relay a patient's vital signs directly to the hospital in real time. The association now has EMT's on standby at the station to provide shorter response time.

Room Tax Committee Quarterly Report Alderperson Messer stated that the arrangement made with the Chamber of Commerce to have Mary Hudack, Chamber Office Administrator work with the committee is a great asset. The Chamber and the Room Tax Committee are working together on a new event "Summer Smash" which will replace the Chamber's annual golf outing. The event will be held June 30 and July 1 at Veterans Memorial Park.

MAPA-Channel 6 Station Manager's Quarterly Report Lingl reported that annual WAPC conference will be held in Marshfield on May 2 and 3.

Public Works Committee Report

Standby Power and Storage Building Change Order Noe/ to approve Current Technologies Change Order #1 in the amount of \$1,445.70. Motion carried unanimously by roll call vote.

Director of Public Works Report Nelson reported on the following activities:

- Brush and leaf pick up begins April 2 and continue on the first and third Mondays of each month
- Annual Residential Spring Clean-up is scheduled for April 23-25 on regular garbage pick up day
- Traffic interruption – The intersection of Union and Mansion will be rerouted temporarily for sewer work
- Highway 82 East DOT project is scheduled to begin May 1
- Mauston Park Bathrooms are now open for the season
- The boat dock/ramp at the Highway 12 and 16 landing has been removed and will be replaced

Finance and Purchasing Committee Report

Vouchers Huebner/May to approve vouchers in the amount of \$159,073.39. Motion carried unanimously by roll call vote.

Ordinance 2012-1050 – Ordinance Amending Chapter 10 of the Mauston Code of Ordinances Airport Vehicle and Pedestrian Traffic the first reading was accomplished.

Mayor’s Report McGuire announced the June Dairy Breakfast will be held on June 9 at Bell’s Udder Farm

City Administrator’s Report Thiel reported that the law regarding absentee voting has changed and the deadline to vote absentee is now the Friday before the election; for the spring 2012 election that date is March 30, 2012. Thiel encouraged citizens to have a photo ID as a precaution when voting, based on the uncertainty of the status of that requirement.

Resolution 2012-02 Municipal Flood Control Grant Resolution Thiel stated the resolution is a requirement of a flood control grant application the City is submitting to the DNR. Noe/May to adopt Resolution 2012-02. Motion carried by voice vote.

Closed Session Messer/Huebner to go into closed session pursuant to Wisconsin State Statute 19.85(c). Motion carried unanimously by roll call vote. Council went into closed session at 7:00pm.

Reconvene in Open Session Messer/Huebner to reconvene in open session. Motion carried by voice vote. Council reconvened in open session at 7:15pm.

Adjourn Huebner/McCoy to adjourn. Motion carried by voice vote. Meeting adjourned at 7:16pm.

Nathan R. Thiel, City Administrator

Date

Told to come
2/14/12

Application for an Operator's License
(Ord. 12.12(7) and §125.17 Wis. Stats.)

Please check appropriate box:

NEW RENEWAL

1. Applicant Information:

Name: (Last, First, Middle Initial) Martin J. Valencia, Sr.
Address: 960 Oak Ridge Ct 508

Telephone: 608 8475700 Birth Date: 4-23-863
Driver's License Number: ~~W5252143~~

2. Employer Information:

Name: Cinco de Mayo Restaurant
Address: 651 N Union St Mauston

Telephone: 608 8475700

3. Job Experience: List names and addresses of bar owners in Wisconsin for whom you worked during the last 10 years. (If none, please state "none.")

COOK, Restaurant management.

4. Certification: I hereby certify that the above and foregoing information is true and correct, and that I am familiar with the laws, ordinances and regulations applicable to an Operator's license.

Martin Valencia
Signature of Applicant

Date 2-8-12

NOTICE: All applicants who are requesting an Operator's license from the City of Mauston for the first time must appear before the Common Council before a license will be issued. Applicants seeking the renewal of a license need not appear unless specifically requested by the Common Council.

Outstanding Debts

I hereby certify that the applicant owes no outstanding debts or forfeitures to the City of Mauston.

Renee

Date 2/8/12

City Officer

Certification of Payment

I hereby certify that an Operator's license fee of \$ _____ has been paid by the Applicant.

Date _____

City Officer

TRANSFER

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning March 20 12 ending June 30 20 12

TO THE GOVERNING BODY of the: [] Town of [] Village of [] City of

County of Juneau Aldermanic Dist. No. (if required by ordinance)

Table with columns: TYPE, FEE. Rows include Class A beer, Class B beer, Wholesale beer, Class C wine, Class A liquor, Class B liquor, Reserve Class B liquor, Publication fee, TOTAL FEE.

- 1. The named [] INDIVIDUAL [] PARTNERSHIP [] LIMITED LIABILITY COMPANY [] CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Valencia, Andres

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.

President/Member Title Name Home Address Post Office & Zip Code: Andres Valencia 651 Union St. Mauston WI 53948

3. Trade Name: Cinco de Mayo Mexican Business Phone Number: 608 547 5700

4. Address of Premises: 651 Union St, Suite 516, Authentic Restaurant Post Office & Zip Code: Mauston, WI 53948

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? [X] Yes [] No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? [] Yes [X] No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? [] Yes [X] No
8. (a) Corporate/limited liability company applicants only: Insert state and date of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? [] Yes [X] No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? [] Yes [X] No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Restaurant, Storage Area, Cooler & Kitchen

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? [] Yes [X] No
(b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [] Yes [X] No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [X] Yes [] No

14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? [X] Yes [] No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME this 16th day of March, 2012. Renee [Signature] (Clerk/Notary Public)

[Signature] (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

My commission expires (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Table with 4 columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk / Deputy Clerk. Includes Date license granted, Date license issued, License number issued.

**FINANCE AND
PURCHASING
COMMITTEE
ITEMS**

**OFFICIAL NOTICE OF MEETING
OF THE
FINANCE AND PURCHASING COMMITTEE OF THE MAUSTON COMMON COUNCIL
6:00PM
TUESDAY, MARCH 27, 2012
MAUSTON CITY HALL COUNCIL CHAMBERS
303 MANSION STREET**

- 1. Call to Order/Roll Call**
- 2. Discussion and Action Regarding Minutes of March 13, 2012, Meeting**
- 3. Discussion and Recommendation Regarding Vouchers**
- 4. Discussion and Recommendation Regarding Cell Tower Marketing Agreement**
- 5. Any Other Business Properly Brought Before the Committee**
- 6. Adjourn**

**OFFICIAL MINUTES OF MEETING
OF THE
MAUSTON COMMON COUNCIL FINANCE AND PURCHASING COMMITTEE
MARCH 13, 2012**

Call to Order/Roll Call The Finance and Purchasing Committee of the Mauston Common Council met on Tuesday, March 13, 2012, in the administrative offices of Mauston City Hall. Chair Paul Huebner called the meeting to order at 6:00pm. Members present were Dennis Nielsen, Dan May, and Huebner. Also present was City Administrator Nathan Thiel.

Minutes Nielsen/May to approve the minutes of the February 28, 2012, meeting. Motion carried by voice vote.

Vouchers Nielsen/May to recommend to the Council to approve vouchers in the amount of \$159,073.39. Motion carried by voice vote.

Closed Session Nielsen/May to go into closed session pursuant to Wisconsin State Statute 19.85(1)(e). Motion carried unanimously by roll call vote. Committee went into closed session at 6:20pm.

Reconvene in Open Session Nielsen/May to reconvene in open session. Motion carried by voice vote. Committee reconvened into open session at 6:30pm.

Adjourn May/Nielsen to adjourn. Motion carried by voice vote. Meeting adjourned at 6:30pm.

Paul Huebner, Chair

Date

March 27, 2012

ACH payments & checks # 45857 – 45944
03/14/2012 – 03/27/2012

Total = \$129,778.11

Plus

Payroll = \$42,141.80

Total to approve \$177,026.59

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 3/14/2012 From Account:
Thru: 3/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
ach	3/27/2012	AFLAC INSURANCE	608.96
	Manual Check	March	
ACH	3/26/2012	M & I BANK CC PROCESSING CENTER	734.89
	Manual Check	MARCH STATEMENT	
BOM	3/27/2012	Cardmember Services	921.42
	Manual Check	MARCH	
DEF	3/27/2012	GREAT WEST DEFFERED COMP	450.00
	Manual Check	MARCH 23	
FED	3/27/2012	FEDERAL WITHHOLDING TAX ELECTRONIC	12,793.04
	Manual Check	MARCH 23	
WIS	3/27/2012	Wis Tax Withholding	2,959.17
	Manual Check	MARCH 23	
ALLI	3/27/2012	Alliant 232320-010	0.82
	Manual Check	ATTEWELL STREET	
ALLI	3/27/2012	Alliant 119420-011	26.83
	Manual Check	tennis court	
ALLI	3/27/2012	Alliant 323393-010	16.38
	Manual Check	TFL	
ALLI	3/27/2012	Alliant 518223-001	8.05
	Manual Check	RIVERSIDE PARK	
ALLI	3/27/2012	Alliant 558085-001	398.43
	Manual Check	Street lights on Division	
ALLI	3/27/2012	Alliant 587331-001	29.75
	Manual Check	Stonefield cir St Light	
ALLI	3/27/2012	Alliant 663322-001	32.29
	Manual Check	Beach St Lift Station	
ALLI	3/27/2012	Alliant 423483010	1,805.00
	Manual Check	SWG plant on Hwy 12/16	
ALLI	3/27/2012	Alliant 703223.001	1,513.46
	Manual Check	shop	
ALLI	3/27/2012	Alliant 363309-01	2,583.56
	Manual Check	HWY 12/16 LAGOON	
ALLI	3/27/2012	Alliant 619935-001	1,965.49
	Manual Check	Hwy 12/16 Blower	
ALLI	3/27/2012	Alliant 463485-010	794.47
	Manual Check	well #4	
ALLI	3/26/2012	Alliant 607548.001	2,947.77
	Manual Check	Library electric	

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 3/14/2012 From Account:
Thru: 3/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
city	4/05/2012	City of Mauston	1,913.24
	Manual Check	water and sewer for March out in April	
FRON	3/27/2012	FRONTIER	803.69
	Manual Check	STREETS 10%	
FRON	3/27/2012	FRONTIER	29.00
	Manual Check	police 262-000-9912-020503-5	
FRON	3/27/2012	FRONTIER	6.40
	Manual Check	FIRE SIREN 262-0023-7544-010165-5	
FRON	3/27/2012	FRONTIER	40.05
	Manual Check	FIRE DEPT FAX 847-4333	
FRON	3/27/2012	FRONTIER	117.39
	Manual Check	847-4806	
RETI	4/20/2012	Wis Retirement Fund (ETF)	14,165.75
	Manual Check	MARCH RETIREMENT DUE IN APRIL	
45857	3/27/2012	BIRES BUSINESS SOLUTIONS	2,925.00
	Manual Check	inv 234 brochure rack cards	
45858	3/16/2012	US POSTMASTER-MAUSTON	423.92
	Manual Check	mailing utility bills	
45866	3/27/2012	A.T.H. COLLISION REPAIR LLC	337.82
		Window tinting for k9 unit	
45867	3/27/2012	AD LIT INC	1,331.25
		inv 118470/117373	
45868	3/27/2012	AT&T	50.27
		LIBRARY 2306	
45869	3/27/2012	Audio Editions	21.56
		INV 1387809	
45870	3/27/2012	Baker & Taylor, INC	501.30
		INV 2026796225,8082,684530,726160,720335	
45871	3/27/2012	BEST SERVICE, LLC	88.53
		INVOICE 106801	
45872	3/27/2012	BIRES BUSINESS SOLUTIONS	45.00
		inv 233 website banner design	
45873	3/27/2012	Bruce Municipal Equip, INC	566.34
		INV 5121019	
45874	3/27/2012	BWI Public Library Specialists	459.66
		INV 276108D,274603D,270500D,266945D	
45875	3/27/2012	Capital Newspapers 2518440	134.51
		inv 864812 Absentee Ballot instructions	

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 3/14/2012 From Account:
Thru: 3/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
45876	3/27/2012	CHILD'S PLAY INV 719976	108.85
45877	3/27/2012	City of Mauston Police Union MARCH DUES	244.56
45878	3/27/2012	CLARK, PHILLIP REFUND OVER CHARGE FOR RENTAL INSPECTION	50.00
45879	3/27/2012	Davy Engineering Co. INV 16175	427.14
45880	3/27/2012	Delta Dental of Wisconsin March Dental	2,671.98
45881	3/27/2012	Delta Dental of Wisconsin April dental	2,671.98
45882	3/27/2012	Department of Natural Resources Thomas Miles certification	45.00
45883	3/27/2012	Department of Transportation FED PROJ MG2006649 LOCAL ID 29251	6,604.72
45884	3/27/2012	Diamond Lake Book Co. INV 50889	111.87
45885	3/27/2012	Discover Mediaworks, INC inv 8359 Disc Wis	12,000.00
45886	3/27/2012	E O JOHNSON CO, INC INV 241346	148.75
45887	3/27/2012	EDC EDUCATIONAL SERVICES CHILDRENS BOOKS	544.43
45888	3/27/2012	EGGIMANN MOTOR & EQUIP SALES, INC INV 1220580006 60 LED LIGHT BULB	116.14
45889	3/27/2012	EVER GREEN LANDSCAPING INV 3438	257.50
45890	3/27/2012	FASTENAL COMPANIES INV 136790	81.43
45891	3/27/2012	FEARING'S AUDIO VIDEO SECURITY INV 41801	136.00
45892	3/27/2012	FELDMAN, RAY balance due Sweers and Westley Joseph	303.71
45893	3/27/2012	FieldMaster Infield Groomer, INC INV 5544	263.52
45894	3/27/2012	FRONTIER PHONE BILL KIOSK	91.49

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 3/14/2012 From Account:
Thru: 3/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
45895	3/27/2012	GALE GROUP INV 17460326,73325,73155,69513,62310	242.64
45896	3/27/2012	GE MONEY BANK / AMAZON MARCH STATEMENT	1,372.09
45897	3/27/2012	H & S PROTECTION SYSTEMS, INC ERROR IN FRONTIER WIRING ALARM SYSTEM	434.50
45898	3/27/2012	HAWKINS, INC INV #3315851 SODA,ACID,AZONE	3,447.12
45899	3/27/2012	HAWKINS, INC inv 3318636	263.64
45900	3/27/2012	HOLIDAY WHOLESALE ADMIN	234.55
45901	3/27/2012	JEAN KARR & CO 03/05/2012	109.70
45902	3/27/2012	JUNEAU COUNTY TREASURER taxes for Dixon 292510736	1,941.37
45903	3/27/2012	JUNEAU COUNTY TREASURER TAXES ON PARCELS CHO SOLD TO CITY	383.50
45904	3/27/2012	KOHN LAW FIRM S.C. PAYROLL 3/23/2012	321.50
45905	3/27/2012	KOHN LAW FIRM S.C. MARCH 23	253.86
45906	3/27/2012	L V LABORATORIES, LLC INV 945	84.00
45907	3/27/2012	LANGE PLUMBING & HEATING, INC INV 5474	185.00
45908	3/27/2012	Mauston New Lisbon Airport 2012 CONTRIBUTIONS	15,000.00
45909	3/27/2012	MAUSTON PLUMBING, INC INV 22876 LESS TAX	112.50
45910	3/27/2012	MIDWEST TAPE 2760171,172,717,716,715,2754088,087,	288.62
45911	3/27/2012	MILLER, DONALD 6 PICNIC TABLES	1,680.00
45912	3/27/2012	MILLER-BRADFORD & RISBERG, INC INV 58160,58414	821.25
45913	3/27/2012	MONROE TRUCK EQUIPMENT, INC NEW SHOP TRUCK NERF BARS	227.00

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 3/14/2012 From Account:
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Check Nbr	Check Date	Payee	Amount
45914	3/27/2012	MSA PROFESSIONAL SERVICES, CORP PROJ R00044027 ENSCH ST EXTENTION	1,030.54
45915	3/27/2012	MSA PROFESSIONAL SERVICES, CORP INV 18 PROJ R00044018 STH 82 UTIL	514.64
45916	3/27/2012	PARTS ASSOCIATES INC inv 1082746	569.03
45917	3/27/2012	POSITIVE PROMOTIONS, INC. ADULT PROGRAM	131.95
45918	3/27/2012	QUILL CORPORATION INV 1355533,1233459	437.67
45919	3/27/2012	REGISTRATION FEE TRUST pending registration file 605848	4.00
45920	3/27/2012	RHYME BUSINESS PRODUCTS LLC INV 11968749 LIBRARY	602.71
45921	3/27/2012	ROAD EQUIPMENT PARTS CENTER INV 6029141	152.75
45922	3/27/2012	RURAL WELDING & FABRICATING INC INV 4370/4375/4369 DONATED	427.50
45923	3/27/2012	SAL'S TRUCK REPAIR INV 22478,22496,22505	548.72
45924	3/27/2012	SPEE-DEE DELIVERY SERVICE, INC INV 2151967	154.21
45925	3/27/2012	STATE OF WIS DEPT OF SAFETY & PROFESSIONAL SV INSPECTION AND PERMIT FEE	220.00
45926	3/27/2012	SUN LIFE FINANCIAL APRIL INS	263.89
45927	3/27/2012	THE MESSENGER OF JUNEAU COUNTY LLC INV 36144	21.00
45928	3/27/2012	TOTAL FUNDS BY HASLER INVOICE DUE 4/4/2012	600.00
45929	3/27/2012	TRAFFIC & PARKING CONTROL CO, INC INV 389419	59.68
45930	3/27/2012	TREGANZA APPRAISAL SERVICE MANSION STREET PROJECT APPRAISALS	1,750.00
45931	3/27/2012	UPSTART BOOKS INV 4516041	98.75
45932	3/27/2012	US CELLULAR FIRE 277409980-176	38.84

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 3/14/2012 From Account:
Thru: 3/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
45933	3/27/2012	Viking Electric Supply EARLY PAY DISCT	478.63
45934	3/27/2012	WEST CIRCLE BOOKS INV 12-02-8561,8550,8536	993.22
45935	3/27/2012	WIS COUNCIL 40, AFSCME, AFL-CIO MARCH DUES	511.50
45936	3/27/2012	Zarnoth Brush Works, INC GUTTER BRM - 4 POLY BROOM-2	690.00
45937	3/27/2012	GENERAL ENGINEERING FEB BUILDING INSPECTIONS	780.27
45938	3/27/2012	HABITAT FOR HUMANITY ADAMS & JUNEAU COUNTY 609 MARTIN STREET	6,788.93
45939	3/27/2012	JCOMP TECHNOLOGIES, INC INV 43138	255.00
45940	3/27/2012	MAUSTON AREA SCHOOL DISTRICT (TAXES) MOBILE PARK TAXES PAID IN JAN FOR 2011	1,916.49
45941	3/27/2012	MIDWESTERN K9 k9 kennel and dog food	269.09
45942	3/27/2012	OFFICE DEPOT CAMERA AND REPLACEMENT PLAN	169.98
45943	3/27/2012	TOWN OF LEMONWEIR Wi River Coop Cup fee	5.00
45944	3/27/2012	WIS DNR iNV 242544	461.75
Grand Total			129,778.11

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 3/14/2012 From Account:
Thru: 3/27/2012 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	69,885.24
Total Expenditure from Fund # 109 - Cemetery	0.82
Total Expenditure from Fund # 240 - Revolving Loan (NSP,CDGB,ED)	6,788.93
Total Expenditure from Fund # 250 - Library Fund	10,722.87
Total Expenditure from Fund # 270 - Room Tax Fund	16,405.94
Total Expenditure from Fund # 400 - Capital Projects Fund	10,710.54
Total Expenditure from Fund # 610 - Water Utility Fund	6,769.76
Total Expenditure from Fund # 620 - Sewer Utility Fund	8,230.12
Total Expenditure from Fund # 710 - Risk Management	263.89
Total Expenditure from all Funds	129,778.11

Custom Budget Comparison - Detail
Council Report
Unposted Included

Account Number		2012 March	2012 Actual 03/27/2012	2012 Budget	Budget Status	% of Budget
100-00-51110-110-000	M & C Salary/Wages	1,446.12	4,338.36	18,800.00	14,461.64	23.08
100-00-51110-130-000	M & C FICA/Medicare	110.72	332.16	1,438.00	1,105.84	23.10
100-00-51110-160-000	M & C Employee Recog	0.00	85.35	2,250.00	2,164.65	3.79
100-00-51110-211-000	M & C Auditing	0.00	7,800.00	13,500.00	5,700.00	57.78
100-00-51110-212-000	M & C Assessing	1,688.80	5,777.26	23,000.00	17,222.74	25.12
100-00-51110-213-000	M & C Legal	390.00	560.00	3,800.00	3,240.00	14.74
100-00-51110-312-000	M & C Code Maintenance	240.00	372.00	300.00	-72.00	124.00
100-00-51110-313-000	M & C Elections	509.34	597.89	4,000.00	3,402.11	14.95
100-00-51110-330-000	M & C Educ/Trng/Travel	0.00	0.00	1,800.00	1,800.00	0.00
100-00-51110-390-000	M & C Miscellaneous	131.65	462.08	2,000.00	1,537.92	23.10
100-00-51110-591-000	M & C Delinquent Tax Write off	687.01	1,010.28	1,500.00	489.72	67.35
Mayor & Council		5,203.64	21,335.38	72,388.00	51,052.62	29.47
100-00-51400-110-000	Admin Salary/Wages	13,879.60	41,529.45	188,156.00	146,626.55	22.07
100-00-51400-130-000	Admin FICA/Medicare	1,029.78	3,081.01	14,328.00	11,246.99	21.50
100-00-51400-131-000	Admin Health Ins	4,672.64	18,690.56	56,072.00	37,381.44	33.33
100-00-51400-132-000	Admin FSA Contribution	305.54	914.92	4,200.00	3,285.08	21.78
100-00-51400-133-000	Admin Dental Ins	597.76	896.64	3,692.00	2,795.36	24.29
100-00-51400-134-000	Admin Vision Ins	95.89	287.67	1,109.00	821.33	25.94
100-00-51400-135-000	Admin WI Retirement	1,637.80	4,880.04	21,726.00	16,845.96	22.46
100-00-51400-210-000	Admin Prof Services	0.00	0.00	1,000.00	1,000.00	0.00
100-00-51400-213-000	Admin Legal	100.00	500.00	5,000.00	4,500.00	10.00
100-00-51400-216-000	Admin Hiring	0.00	0.00	1,000.00	1,000.00	0.00
100-00-51400-221-000	Admin Electricity	916.18	1,955.64	11,000.00	9,044.36	17.78
100-00-51400-222-000	Admin Gas/Heat	437.44	1,037.67	4,000.00	2,962.33	25.94
100-00-51400-223-000	Admin Water/Sewer	1,249.21	1,249.21	7,000.00	5,750.79	17.85
100-00-51400-224-000	Admin Telephone/Fax	501.63	982.39	6,500.00	5,517.61	15.11
100-00-51400-240-000	Admin Building Maint	865.59	7,480.67	6,000.00	-1,480.67	124.68
100-00-51400-290-000	Admin Contract Services	49.00	313.31	500.00	186.69	62.66
100-00-51400-310-000	Admin Office Supplies	9.89	557.17	8,900.00	8,342.83	6.26
100-00-51400-311-000	Admin Postage/Shipping	200.00	244.66	2,000.00	1,755.34	12.23
100-00-51400-320-000	Admin Memberships/Dues	0.00	1,202.72	2,000.00	797.28	60.14
100-00-51400-321-000	Admin Publications	191.89	490.18	4,500.00	4,009.82	10.89
100-00-51400-330-000	Admin Educ/Trng/Travel	230.00	405.00	5,000.00	4,595.00	8.10
100-00-51400-350-000	Admin Equip Maint (Non-Office)	242.72	728.16	500.00	-228.16	145.63
100-00-51400-352-000	Admin Office Equip Maint	0.00	0.00	2,100.00	2,100.00	0.00
100-00-51400-353-000	Admin Info Tech	550.10	1,883.06	8,640.00	6,756.94	21.79
100-00-51400-390-000	Admin Miscellaneous	112.50	501.63	3,000.00	2,498.37	16.72
100-00-51400-510-000	Admin Ins (Non-Labor)	0.00	0.00	87,077.00	87,077.00	0.00
100-00-51400-821-000	Admin Building Improvement	0.00	0.00	0.00	0.00	0.00
Administration		27,875.16	89,811.76	455,000.00	365,188.24	19.74
100-00-51120-213-000	BBC Legal Expense	0.00	130.00	500.00	370.00	26.00
100-00-51120-330-000	BBC Educ/Trng/Travel	157.95	157.95	1,000.00	842.05	15.80
100-00-51120-390-000	BBC Miscellaneous Expense	14.36	14.36	1,400.00	1,385.64	1.03
100-00-52300-215-000	Ambulance Contract Assessment	0.00	28,238.45	28,010.00	-228.45	100.82
100-00-53500-291-000	Non-City Equipment Rental	0.00	0.00	1,100.00	1,100.00	0.00
100-00-55310-390-000	Celebrations & Entertainment	0.00	1,000.00	10,000.00	9,000.00	10.00
Other Non City Groups		172.31	29,540.76	42,010.00	12,469.24	70.32

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100-00-51200-110-000	PEG Salary & Wages	2,855.90	8,560.63	37,386.00	28,825.37	22.90
100-00-51200-130-000	PEG FICA/Medicare	212.58	637.19	2,860.00	2,222.81	22.28
100-00-51200-131-000	PEG Health Ins	1,112.54	4,450.16	13,351.00	8,900.84	33.33
100-00-51200-132-000	PEG FSA Contribution	76.92	230.76	1,000.00	769.24	23.08
100-00-51200-133-000	PEG Dental Ins	163.98	245.97	879.00	633.03	27.98
100-00-51200-134-000	PEG Vision Ins	22.83	68.49	264.00	195.51	25.94
100-00-51200-135-000	PEG WI Retirement	337.00	1,010.16	4,337.00	3,326.84	23.29
100-00-51200-330-000	PEG Educ/Trng/Travel	280.00	380.00	850.00	470.00	44.71
100-00-51200-390-000	PEG Miscellaneous	0.00	0.00	1,000.00	1,000.00	0.00
Peg - Communications		5,061.75	15,583.36	61,927.00	46,343.64	25.16
100-00-56400-110-000	Plan & Zoning-Salary/Wages	2,416.38	7,231.54	31,603.00	24,371.46	22.88
100-00-56400-130-000	Bldg & Permits FICA/Medicare	176.00	526.65	2,418.00	1,891.35	21.78
100-00-56400-131-000	Bldg & Permits Health Ins	1,112.54	4,450.16	13,351.00	8,900.84	33.33
100-00-56400-132-000	Bldg & Permit FSA Contribution	76.92	230.76	1,000.00	769.24	23.08
100-00-56400-133-000	Bldg & Permits Dental Ins	163.98	245.97	879.00	633.03	27.98
100-00-56400-134-000	Bldg & Permits Vision Ins	22.83	68.49	264.00	195.51	25.94
100-00-56400-135-000	Bldg & Permits WI Retirement	285.14	853.34	3,666.00	2,812.66	23.28
100-00-56400-202-010	Bldg & Permits Building Inspec	780.27	1,264.02	8,000.00	6,735.98	15.80
100-00-56400-202-020	Bldg & Permits Health/Welfare	0.00	468.08	4,000.00	3,531.92	11.70
100-00-56400-213-000	Bldg & Permits Legal/Recording	0.00	329.00	500.00	171.00	65.80
100-00-56400-214-000	Bldg & Perm Professnl Serv-Map	0.00	0.00	1,200.00	1,200.00	0.00
100-00-56400-224-000	Bldg & Permits Telephone/Fax	9.30	14.86	2,000.00	1,985.14	0.74
100-00-56400-310-000	Bldg & Permits Office Supplies	0.00	0.00	1,660.00	1,660.00	0.00
100-00-56400-321-000	Bldg & Permits Publications	36.27	85.09	500.00	414.91	17.02
100-00-56400-330-000	Bldg&Permits Educ/Trng/Travel	0.00	0.00	800.00	800.00	0.00
100-00-56400-353-000	Bldg & Permits InfoTech	0.00	0.00	150.00	150.00	0.00
100-00-56400-390-000	Bldg & Permits Miscellaneous	0.00	0.00	200.00	200.00	0.00
Zoning		5,079.63	15,767.96	72,191.00	56,423.04	21.84
100-00-52100-110-000	PD Salary/Wages	33,786.46	106,842.30	421,570.00	314,727.70	25.34
100-00-52100-111-000	PD Clerical PT Wages	180.70	504.85	5,985.00	5,480.15	8.44
100-00-52100-112-000	PD Officer PT Wages	3,295.50	6,429.69	20,000.00	13,570.31	32.15
100-00-52100-116-000	PD Officer OT Wages	374.33	1,169.99	32,000.00	30,830.01	3.66
100-00-52100-120-000	PD Parking Enforcement Wages	67.50	97.50	800.00	702.50	12.19
100-00-52100-121-000	PD Crossing Guard Wages	2,676.00	7,134.75	22,500.00	15,365.25	31.71
100-00-52100-122-000	PD LEA/Matron Expense	0.00	0.00	800.00	800.00	0.00
100-00-52100-130-000	PD FICA/Medicare	3,014.91	9,106.16	32,164.00	23,057.84	28.31
100-00-52100-131-000	PD Health Ins	9,346.92	37,387.68	112,163.00	74,775.32	33.33
100-00-52100-132-000	PD FSA Contribution	671.36	2,046.54	8,500.00	6,453.46	24.08
100-00-52100-133-000	PD Dental Ins	1,384.88	2,077.32	7,425.00	5,347.68	27.98
100-00-52100-134-000	PD Vision Ins	194.90	584.70	2,253.00	1,668.30	25.95
100-00-52100-135-000	PD WI Retirement	5,951.23	18,034.17	73,577.00	55,542.83	24.51
100-00-52100-190-000	PD Clothing Allowance	0.00	0.00	3,835.00	3,835.00	0.00
100-00-52100-191-000	PD Protective Cloth/Gear	0.00	0.00	618.00	618.00	0.00
100-00-52100-213-000	PD Legal	1,325.59	2,935.46	10,000.00	7,064.54	29.35
100-00-52100-216-000	PD Hiring	0.00	0.00	1,500.00	1,500.00	0.00
100-00-52100-217-000	PD Investigations	2,042.17	2,436.24	5,000.00	2,563.76	48.72
100-00-52100-221-000	PD Electricity	0.00	0.00	0.00	0.00	0.00
100-00-52100-224-000	PD Telephone/Fax	447.73	1,082.48	6,180.00	5,097.52	17.52

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100-00-52100-290-000	PD Contract Services	0.00	0.00	500.00	500.00	0.00
100-00-52100-293-000	PD Animal Control	0.00	0.00	200.00	200.00	0.00
100-00-52100-310-000	PD Office Supplies	260.23	1,035.05	4,120.00	3,084.95	25.12
100-00-52100-320-000	PD Membership/Dues	100.00	265.00	515.00	250.00	51.46
100-00-52100-321-000	PD Publications	0.00	0.00	258.00	258.00	0.00
100-00-52100-330-000	PD Educ/Trng/Travel	367.63	886.77	4,120.00	3,233.23	21.52
100-00-52100-331-000	PD Motor Fuel	1,469.52	5,301.58	18,000.00	12,698.42	29.45
100-00-52100-341-000	PD Prof Equip/Supplies	282.00	2,429.87	5,390.00	2,960.13	45.08
100-00-52100-352-000	PD Office Equip Maint/Service	0.00	0.00	2,650.00	2,650.00	0.00
100-00-52100-353-000	PD Info Tech	0.00	8,526.62	13,815.00	5,288.38	61.72
100-00-52100-354-000	PD Equipmnt Maint-NonOffice	485.74	995.89	2,575.00	1,579.11	38.68
100-00-52100-361-000	PD Building Maintenance	25.50	147.00	515.00	368.00	28.54
100-00-52100-390-000	PD Miscellaneous	453.12	974.20	2,500.00	1,525.80	38.97
100-00-52100-510-000	PD Insurance (Non-Labor)	0.00	0.00	0.00	0.00	0.00
Police Department		68,203.92	218,431.81	822,028.00	603,596.19	26.57
100-00-52200-110-000	FD Salary/Wages	0.00	0.00	10,660.00	10,660.00	0.00
100-00-52200-120-000	FD Hourly Wages	0.00	1,056.00	65,340.00	64,284.00	1.62
100-00-52200-130-000	FD FICA/Medicare	0.00	80.78	5,900.00	5,819.22	1.37
100-00-52200-191-000	FD Protective Clothing/Gear	0.00	0.00	6,000.00	6,000.00	0.00
100-00-52200-213-000	FD Legal	0.00	40.00	380.00	340.00	10.53
100-00-52200-221-000	FD Electricity	712.64	1,523.99	7,500.00	5,976.01	20.32
100-00-52200-222-000	FD Heating Gas	357.92	849.01	4,250.00	3,400.99	19.98
100-00-52200-223-000	FD Water/Sewer	0.00	0.00	1,000.00	1,000.00	0.00
100-00-52200-224-000	FD Telephone/Fax	285.10	499.70	2,200.00	1,700.30	22.71
100-00-52200-241-000	FD Extinguisher Maint/Repair	0.00	0.00	300.00	300.00	0.00
100-00-52200-292-000	FD Hydrant Rental	0.00	0.00	231,924.00	231,924.00	0.00
100-00-52200-310-000	FD Office Supplies	116.04	116.04	750.00	633.96	15.47
100-00-52200-321-000	FD Publications	0.00	0.00	150.00	150.00	0.00
100-00-52200-330-000	FD Educ/Trng/Travel	0.00	0.00	2,500.00	2,500.00	0.00
100-00-52200-331-000	FD Motor Fuel	50.69	255.89	2,000.00	1,744.11	12.79
100-00-52200-352-000	FD Office Equip Maint/Service	339.28	339.28	500.00	160.72	67.86
100-00-52200-353-000	FD Info Tech	0.00	151.62	2,000.00	1,848.38	7.58
100-00-52200-354-000	FD Equipmnt Maint (Non-Office)	0.00	714.03	5,500.00	4,785.97	12.98
100-00-52200-355-000	FD Truck Maintenance	0.00	0.00	5,500.00	5,500.00	0.00
100-00-52200-357-000	FD Pager Repair	0.00	0.00	0.00	0.00	0.00
100-00-52200-361-000	FD Building Maintenance	461.75	461.75	1,500.00	1,038.25	30.78
100-00-52200-390-000	FD Miscellaneous	0.00	0.00	2,500.00	2,500.00	0.00
100-00-52200-510-000	FD Insurance (non-labor)	0.00	0.00	0.00	0.00	0.00
100-00-52200-811-000	FD Equipment Purchases	0.00	279.22	0.00	-279.22	0.00
100-00-52200-812-000	FD Jaws Expense	0.00	0.00	0.00	0.00	0.00
100-00-52200-813-000	FD Small Item Purchases	0.00	0.00	13,500.00	13,500.00	0.00
100-00-52200-821-000	FD Building Improvement	0.00	0.00	0.00	0.00	0.00
Fire Department		2,323.42	6,367.31	371,854.00	365,486.69	1.71
100-00-53100-110-000	Streets Wage/Salary	16,272.49	51,889.28	226,379.00	174,489.72	22.92
100-00-53100-130-000	Streets FICA/Medicare	1,200.08	3,835.26	16,098.00	12,262.74	23.82
100-00-53100-131-000	Streets Health Ins	5,340.72	21,362.88	64,089.00	42,726.12	33.33
100-00-53100-132-000	Streets FSA Contribution	372.36	1,116.84	4,833.00	3,716.16	23.11
100-00-53100-133-000	Streets Dental Ins	789.60	1,184.40	4,233.00	3,048.60	27.98

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100-00-53100-134-000	Streets Vision Ins	110.61	331.83	1,279.00	947.17	25.94
100-00-53100-135-000	Streets WI Retirement	1,890.84	6,037.80	24,410.00	18,372.20	24.73
100-00-53100-191-000	Streets Protective Clthng/Gear	0.00	162.17	1,500.00	1,337.83	10.81
100-00-53100-213-000	Streets Legal	0.00	0.00	3,000.00	3,000.00	0.00
100-00-53100-215-000	Streets Hired Services	0.00	0.00	500.00	500.00	0.00
100-00-53100-218-000	Streets Drug Testing	143.00	193.00	250.00	57.00	77.20
100-00-53100-219-000	Streets Internal Work Performd	0.00	0.00	0.00	0.00	0.00
100-00-53100-221-000	Streets Electricity/Gas	896.99	1,856.29	9,500.00	7,643.71	19.54
100-00-53100-223-000	Streets Water/Sewer	958.39	958.39	6,500.00	5,541.61	14.74
100-00-53100-224-000	Streets Telephone/Fax	302.50	581.54	3,000.00	2,418.46	19.38
100-00-53100-231-000	Streets Signage	59.68	115.77	2,500.00	2,384.23	4.63
100-00-53100-232-000	Streets Tree/Brush Removal	0.00	0.00	5,000.00	5,000.00	0.00
100-00-53100-240-000	Streets Maintenance/Repair	18.00	2,018.00	108,000.00	105,982.00	1.87
100-00-53100-290-000	Streets Contract Services	1,322.82	1,682.49	2,000.00	317.51	84.12
100-00-53100-290-100	Streets Contract Serv-Mowing	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53100-290-102	Streets Contract Serv-Shovel	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53100-291-000	Streets Equipment Rental	0.00	0.00	250.00	250.00	0.00
100-00-53100-294-000	Streets State/Other Fees	0.00	85.00	0.00	-85.00	0.00
100-00-53100-310-000	Streets Office Supplies	3.98	57.50	500.00	442.50	11.50
100-00-53100-320-000	Streets Memberships/Dues	0.00	0.00	100.00	100.00	0.00
100-00-53100-321-000	Streets Publications	0.00	0.00	150.00	150.00	0.00
100-00-53100-330-000	Streets Educ/Trng/Travel	28.33	37.91	500.00	462.09	7.58
100-00-53100-331-000	Streets Motor Fuel	3,927.74	3,954.79	12,000.00	8,045.21	32.96
100-00-53100-340-000	Streets Hand Tls,Matals,Spplies	2,846.12	4,585.90	10,000.00	5,414.10	45.86
100-00-53100-352-000	Streets Office Equip Maint.	245.13	730.57	1,300.00	569.43	56.20
100-00-53100-353-000	Streets Info Tech	33.95	344.53	2,500.00	2,155.47	13.78
100-00-53100-354-000	Streets Equip Maint (Non-Offc)	6,217.18	6,975.15	32,000.00	25,024.85	21.80
100-00-53100-361-000	Streets Building Maintenance	1,107.25	1,210.58	1,500.00	289.42	80.71
100-00-53100-362-000	Streets Grounds Maintenance	0.00	0.00	1,500.00	1,500.00	0.00
100-00-53100-390-000	Streets Miscellaneous	132.39	272.10	2,000.00	1,727.90	13.61
100-00-53100-510-000	Streets Ins (Non-Labor)	0.00	0.00	0.00	0.00	0.00
100-00-53100-821-000	Streets Building Improvement	0.00	0.00	500.00	500.00	0.00
100-00-53320-215-000	Ice Hired/Contractual	0.00	1,387.25	7,000.00	5,612.75	19.82
100-00-53320-291-000	Ice Equipment Rental	0.00	0.00	500.00	500.00	0.00
100-00-53320-340-000	Ice Hand Tool,Mater./Supplies	0.00	699.27	500.00	-199.27	139.85
100-00-53320-354-000	Ice Equipment Maint-Non Office	226.00	3,624.26	3,500.00	-124.26	103.55
100-00-53320-371-000	Ice Salt/Sand	5,043.16	17,927.47	30,000.00	12,072.53	59.76
100-00-53320-372-000	Ice Contingency for Snow	0.00	0.00	8,000.00	8,000.00	0.00
100-00-53320-390-000	Ice Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53330-221-000	Signals Electricity	57.05	115.84	600.00	484.16	19.31
100-00-53330-240-000	Signals Maint/Repair	0.00	0.00	5,000.00	5,000.00	0.00
100-00-53330-390-000	Signals Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53340-354-000	Storm Equip Maint-Non Office	38.74	38.74	2,500.00	2,461.26	1.55
100-00-53340-390-000	Storm Miscellaneous	1,685.06	1,685.06	1,000.00	-685.06	168.51
100-00-53420-221-000	Street Lights Electricity	6,094.75	12,347.74	75,000.00	62,652.26	16.46
100-00-53420-240-000	Street Lights Maint/Repair	970.90	3,017.58	2,000.00	-1,017.58	150.88
100-00-53420-354-000	Strt Lghts Equip Maint-Non Off	-185.87	1,135.13	1,000.00	-135.13	113.51
100-00-53420-373-000	Street Lights Installation	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53420-390-000	Street Lights Miscellaneous	166.07	907.24	250.00	-657.24	362.90
Streets		58,316.01	154,465.55	690,721.00	536,255.45	22.36

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610-00-57510-000-600	Source Salary & WAgEs	675.69	2,077.51	16,538.00	14,460.49	12.56
610-00-57510-000-601	Source Purchased Water	0.00	0.00	0.00	0.00	0.00
610-00-57510-000-602	Operations Supplies & Expenses	31.13	221.13	0.00	-221.13	0.00
610-00-57510-000-605	Source Building Maintenance	538.82	631.15	3,250.00	2,618.85	19.42
610-00-57520-000-620	Pumping Wage & Salary	675.69	2,077.51	16,538.00	14,460.49	12.56
610-00-57520-000-621	Pumping - Fuel for Power Prod	956.79	1,889.45	0.00	-1,889.45	0.00
610-00-57520-000-622	Pmpng-Fuel/Pwr Prchsd for Pump	2,514.15	5,150.87	36,000.00	30,849.13	14.31
610-00-57520-000-623	Pumpng Operation Supplies &Exp	1,471.78	1,471.78	1,800.00	328.22	81.77
610-00-57520-000-625	Pumping Maint of Plant	0.00	0.00	0.00	0.00	0.00
610-00-57530-000-630	Treatment Salary & Wages	675.69	2,077.51	16,538.00	14,460.49	12.56
610-00-57530-000-631	Treatment Chemicals	9,320.63	26,588.21	40,500.00	13,911.79	65.65
610-00-57530-000-632	Treatment Operation Sup & Exp	0.00	0.00	0.00	0.00	0.00
610-00-57530-000-635	Treatment Plant Maintenance	0.00	0.00	0.00	0.00	0.00
610-00-57540-000-640	T&D Salary & Wages	675.69	2,077.51	16,538.00	14,460.49	12.56
610-00-57540-000-641	T&D Operation Sup & Exp	0.00	0.00	750.00	750.00	0.00
610-00-57540-000-650	T&D Maintenance Pipes/Reservoi	0.00	0.00	0.00	0.00	0.00
610-00-57540-000-651	T&D Maintenance Mains	1,372.08	1,558.75	15,000.00	13,441.25	10.39
610-00-57540-000-652	T&D Maintenance of Services	0.00	5.75	6,350.00	6,344.25	0.09
610-00-57540-000-653	T&D Meter Purchases & Maint	0.00	0.00	1,500.00	1,500.00	0.00
610-00-57540-000-654	T&D Hydrant Maintenance	0.00	0.00	5,000.00	5,000.00	0.00
610-00-57540-000-655	T&D Maintenance of Other Plant	0.00	0.00	0.00	0.00	0.00
610-00-57550-000-901	Meter Reading Labor	0.00	0.00	0.00	0.00	0.00
610-00-57550-000-902	Accounting & Collecting Labor	0.00	0.00	0.00	0.00	0.00
610-00-57550-000-903	Supplies & Expenses	3.97	7.82	10,000.00	9,992.18	0.08
610-00-57550-000-904	Uncollectible Accounts	0.00	0.00	0.00	0.00	0.00
610-00-57550-000-906	Customer Serv & Information	0.00	0.00	0.00	0.00	0.00
610-00-57560-000-910	Sales Expense	0.00	0.00	0.00	0.00	0.00
610-00-57570-000-920	Admin& Gen Wage & Salary	7,654.31	23,593.83	69,067.00	45,473.17	34.16
610-00-57570-000-921	Water Office Supplies	723.48	1,787.42	10,000.00	8,212.58	17.87
610-00-57570-000-923	Outside Services Contracted	213.60	4,039.30	0.00	-4,039.30	0.00
610-00-57570-000-924	Water Insurance -Property	0.00	0.00	13,208.00	13,208.00	0.00
610-00-57570-000-926	Water Fica/Medicare	771.67	2,254.05	9,857.00	7,602.95	22.87
610-00-57570-000-928	Regulatory Commission Exp	0.00	0.00	0.00	0.00	0.00
610-00-57570-000-930	Water Miscellaneous	0.00	0.00	500.00	500.00	0.00
610-00-57570-000-931	Water Telephone/Fax	151.73	249.38	0.00	-249.38	0.00
610-00-57570-000-933	Water Transportation	3,927.75	3,927.75	10,000.00	6,072.25	39.28
610-00-57570-000-935	Water Maintenance of Plant	981.24	981.24	500.00	-481.24	196.25
610-00-57570-001-926	Health Insurance	3,004.39	12,017.56	36,053.00	24,035.44	33.33
610-00-57570-002-926	FSA Contribution	209.97	614.57	2,733.00	2,118.43	22.49
610-00-57570-003-926	Dental Insurance	445.24	667.86	2,387.00	1,719.14	27.98
610-00-57570-004-926	Vision Insurance	62.69	188.07	725.00	536.93	25.94
610-00-57570-005-926	Wis Retirement	1,222.12	3,570.56	14,947.00	11,376.44	23.89
610-00-57570-006-926	Training, Travel	73.33	348.33	0.00	-348.33	0.00
Water		38,353.63	100,074.87	356,279.00	256,204.13	28.09
620-00-57310-000-820	Supervision & Labor	0.00	0.00	86,655.00	86,655.00	0.00
620-00-57310-000-821	Power & Fuel for Pumping	8,611.51	17,697.42	98,500.00	80,802.58	17.97
620-00-57310-000-822	Power & Fuel for Aeration Equ	0.00	59.61	0.00	-59.61	0.00
620-00-57310-000-823	Chlorine	0.00	0.00	0.00	0.00	0.00
620-00-57310-000-824	Phosphorous Removal Chemicals	0.00	0.00	0.00	0.00	0.00
620-00-57310-000-825	Sludge Conditioning Chemicals	0.00	0.00	0.00	0.00	0.00

Custom Budget Comparison - Detail
Council Report
Unposted Included

Account Number		2012 March	2012 Actual 03/27/2012	2012 Budget	Budget Status	% of Budget
620-00-57310-000-826	Other Chemicals for Sewer Trea	0.00	0.00	0.00	0.00	0.00
620-00-57310-000-827	Other Operating Supplies/Exp	618.13	1,611.24	12,000.00	10,388.76	13.43
620-00-57310-000-828	Transportation	3,927.75	3,977.39	10,500.00	6,522.61	37.88
620-00-57310-000-829	Rents	0.00	0.00	0.00	0.00	0.00
620-00-57320-000-831	Maint Sewage Collection Sys	4.00	10,310.22	85,250.00	74,939.78	12.09
620-00-57320-000-832	Maint. Collection Pumping Equi	0.00	0.00	0.00	0.00	0.00
620-00-57320-000-833	Maint of T&D Plant Equip	0.00	0.00	10,650.00	10,650.00	0.00
620-00-57320-000-834	Maint Of Plant,Structures,Equi	1,076.10	1,193.32	13,250.00	12,056.68	9.01
620-00-57320-000-835	Sludge Removal	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-840	Billing.Collecting,& Acctg	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-841	Flat Rate Inspections	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-842	Meter Reading	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-843	Uncollectible Accounts	0.00	0.00	0.00	0.00	0.00
620-00-57340-000-850	Sewer Salary & Wage	10,417.58	33,189.67	52,529.00	19,339.33	63.18
620-00-57340-000-851	Office Supplies & Expenses	2,094.99	3,452.29	21,350.00	17,897.71	16.17
620-00-57340-000-852	Hired/Contractual Services	0.00	3,529.87	9,875.00	6,345.13	35.75
620-00-57340-000-853	Insurance-Property & Liability	0.00	0.00	13,208.00	13,208.00	0.00
620-00-57340-000-854	Sewer Fica/Medicare	776.28	2,352.37	11,864.00	9,511.63	19.83
620-00-57340-000-855	Sewer Regulatory Commission	0.00	0.00	7,500.00	7,500.00	0.00
620-00-57340-000-856	Sewer Miscellaneous	0.00	25.09	1,500.00	1,474.91	1.67
620-00-57340-000-857	Rent Expense	0.00	0.00	0.00	0.00	0.00
620-00-57340-000-931	Sewer Telephone/Fax	153.04	252.14	0.00	-252.14	0.00
620-00-57340-001-854	Health Insurance	3,004.39	12,017.56	48,952.00	36,934.44	24.55
620-00-57340-002-854	FSA Contribution	209.93	614.61	3,667.00	3,052.39	16.76
620-00-57340-003-854	Dental Insurance	445.22	667.83	3,223.00	2,555.17	20.72
620-00-57340-004-854	Vision Insurance	62.69	188.07	968.00	779.93	19.43
620-00-57340-005-854	Wis Retirement	1,229.30	3,722.37	17,990.00	14,267.63	20.69
620-00-57340-006-854	Training, Travel, Education	28.34	203.34	0.00	-203.34	0.00
620-00-57390-000-403	Depreciation	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-404	Amor of Limited Term Utili Pla	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-405	Amor of other Utility Plant	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-406	Amor of Utility Plant Acq Adj	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-407	Amor of Property Losses	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-408	Taxes	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-425	Miscell Amortization	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-426	Other Income Deductions	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-427	Interest on Long term Debt	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-428	Amorti of Debt Discr & Exp	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-429	Amor of Prem on Debt - Cr	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-430	Interest on Debt to Municipali	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-431	Other Interest	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-432	Intrst Chrgd to Construction-Cr	0.00	0.00	0.00	0.00	0.00
Sewer		32,659.25	95,064.41	509,431.00	414,366.59	18.66
100-00-55300-110-000	Sum Rec Salary/Wages	0.00	261.75	36,000.00	35,738.25	0.73
100-00-55300-130-000	Sum Rec FICA/Medicare	0.00	20.02	2,754.00	2,733.98	0.73
100-00-55300-220-000	Sum Rec Transportation	0.00	0.00	6,700.00	6,700.00	0.00
100-00-55300-224-000	Sum Rec Telephone/Fax	12.50	16.26	200.00	183.74	8.13
100-00-55300-310-000	Sum Rec Office Supplies	0.00	0.00	550.00	550.00	0.00
100-00-55300-330-000	Sum Rec Educ/Trng/Travel	0.00	0.00	1,000.00	1,000.00	0.00
100-00-55300-390-000	Sum Rec Miscellaneous	0.00	0.00	2,000.00	2,000.00	0.00

Custom Budget Comparison - Detail
 Council Report
 Unposted Included

Account Number		2012 March	2012 Actual 03/27/2012	2012 Budget	Budget Status	% of Budget
100-00-55300-395-000	Sum Rec Arts/Crafts	0.00	0.00	500.00	500.00	0.00
100-00-55300-396-000	Sum Rec Softball/Baseball	0.00	0.00	750.00	750.00	0.00
100-00-55300-397-000	Sum Rec Tennis	0.00	0.00	550.00	550.00	0.00
100-00-55300-398-000	Sum Rec Golf	0.00	0.00	850.00	850.00	0.00
100-00-55300-399-000	Sum Rec Special Events	0.00	0.00	500.00	500.00	0.00
100-00-55300-814-000	Sum Rec Baseball Equip/Uniform	0.00	0.00	4,300.00	4,300.00	0.00
=====						
	Summer Rec	12.50	298.03	56,654.00	56,355.97	0.53
=====						
	Total Expenses	243,261.22	746,741.20	3,510,483.00	2,763,741.80	21.27
=====						
Net Totals		-243,261.22	-746,741.20	-3,510,483.00	-2,763,741.80	21.27

ROOM TAX REPORT

Unposted Included

Account Number		2012 March	2012 Actual 03/27/2012	2012 Budget	Budget Status	% of Budget
270-00-41210-000-000	Rm Tax City Share 20% Revenue	0.00	8,602.60	21,000.00	-12,397.40	40.96
ROOM TAX 20% REVENUES		0.00	8,602.60	21,000.00	-12,397.40	40.96
270-00-41211-000-000	Room Tax Project Share 80%	0.00	26,076.04	84,000.00	-57,923.96	31.04
270-00-46743-000-000	Room Tax Reader Board Rev 80%	0.00	0.00	0.00	0.00	0.00
270-00-46744-000-000	Room Tax Kiosk Rev 80%	0.00	0.00	0.00	0.00	0.00
270-00-46745-000-000	Digital Sign (IMS) Revenue 80%	0.00	0.00	1,000.00	-1,000.00	0.00
270-00-48000-000-000	Room Tax Misc Revenue 80%	0.00	0.00	0.00	0.00	0.00
Room Tax 80% Revenues		0.00	26,076.04	85,000.00	-58,923.96	30.68
270-00-46741-000-000	Pumpkin Bash Revenue	63.00	63.00	6,000.00	-5,937.00	1.05
270-00-46741-000-100	P Bash Commissions Revenue	0.00	0.00	0.00	0.00	0.00
270-00-46741-000-200	P Bash Sponsorship Revenue	200.00	1,250.00	10,000.00	-8,750.00	12.50
270-00-46742-000-000	P DASH Registration Revenue	0.00	0.00	0.00	0.00	0.00
270-00-46742-000-200	P DASH Sponsorship Revenue	0.00	0.00	0.00	0.00	0.00
ROOM TAX OTHER REVENUES		263.00	1,313.00	16,000.00	-14,687.00	8.21
Total Revenues		263.00	35,991.64	122,000.00	-86,008.36	29.50

ROOM TAX REPORT

Unposted Included

Account Number		2012 March	2012 Actual 03/27/2012	2012 Budget	Budget Status	% of Budget
270-00-51400-000-000	Rm Tax Admin Serv Exp 20%	1,591.66	4,774.98	19,100.00	14,325.02	25.00
270-00-59980-000-000	Rm Tax Misc Expense 20%	20.00	40.00	1,100.00	1,060.00	3.64
Room Tax 20% Expenses		1,611.66	4,814.98	20,200.00	15,385.02	23.84
270-00-55320-000-000	Room Tax Billboard Expense 80%	0.00	0.00	16,000.00	16,000.00	0.00
270-00-55330-000-000	Room Tax Events Support 80%	0.00	0.00	10,000.00	10,000.00	0.00
270-00-55340-000-000	Room Tax Mrktng/Brochr 80%	16,301.25	18,526.25	32,064.00	13,537.75	57.78
270-00-55350-000-000	Room Tax P DASH Exp 80%	0.00	0.00	0.00	0.00	0.00
270-00-55360-000-000	Rm Tax Website Expense 80%	0.00	400.00	0.00	-400.00	0.00
270-00-55370-000-000	Rm Tax Reader Board Exp 80%	122.13	244.26	2,000.00	1,755.74	12.21
270-00-55380-000-000	Digital Sign (IMS) Exp 80%	0.00	517.50	2,500.00	1,982.50	20.70
270-00-55390-000-000	IT Marketing Support Exp 80%	0.00	0.00	500.00	500.00	0.00
270-00-55490-000-000	Visitors Kiosk Expense 80%	229.31	1,062.93	5,600.00	4,537.07	18.98
270-00-59990-000-000	Rm Tax Misc Expense 80%	0.00	0.00	709.00	709.00	0.00
ROOM TAX 80% EXPENSES		16,652.69	20,750.94	69,373.00	48,622.06	29.91
270-00-55310-000-000	P Bash Annual Budget (80%)	0.00	0.00	26,000.00	26,000.00	0.00
270-00-55310-210-000	P Bash Advertising Expns (80%)	0.00	330.00	0.00	-330.00	0.00
270-00-55310-322-000	P Bash Entertainmnt Exp (80%)	0.00	217.56	0.00	-217.56	0.00
270-00-55310-323-000	P Bash Grnds/Facilty Exp (80%)	0.00	116.00	0.00	-116.00	0.00
270-00-55310-324-000	P Bash Suprt/Prizes Exp (80%)	0.00	0.00	0.00	0.00	0.00
ROOM TAX OTHER EXPENSES		0.00	663.56	26,000.00	25,336.44	2.55
Total Expenses		18,264.35	26,229.48	115,573.00	89,343.52	22.70
Net Totals		-18,001.35	9,762.16	6,427.00	-3,335.16	151.89



Telecommunications Site Marketing Agreement

THIS AGREEMENT executed on this the _____ day of _____, 20____, by and between _____ (hereinafter "Owner") and Landmark Dividend LLC, a Delaware limited liability company (hereinafter "Landmark").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, Owner grants Landmark the sole and exclusive right to market its rooftop to various telecommunication companies ("Telecom Tenant(s)") and assist Owner with negotiations of new leases ("Telecom Leases") with prospective Telecom Tenants interested in leasing space on the Rooftop located at: _____ (the "Rooftop").

SECTION 1 – TERM AND SERVICES

1.1 Term. Contract term will be for a period of three (3) years from date this document is fully executed by both parties. This Agreement shall automatically renew for successive one (1) year terms until the earliest of: (a) the early termination by Owner pursuant to terms set forth in this section below or (b) the early termination by Landmark pursuant to set forth in this section below.

1.2 Landmark's Services. During the term of this agreement Landmark shall actively market the Rooftop, as Landmark deems appropriate, to telecommunications companies and site development groups. Landmark shall make all commercially reasonable efforts to procure new Telecom Tenants for the Premises. Landmark will utilize wireless industry standards in assisting Owner with negotiating new Telecom Leases.

1.3 Termination. Subject to the compensation terms set forth in Section 3 hereof, Landmark and Owner may each elect to terminate this Agreement for any reason, with or without cause with ninety (90) days written notice after the initial Term to the other party.

SECTION 2 – OWNER REPRESENTATION

2.1 Owner Representation. Owner represents that it owns and holds sufficient title to Rooftop and is fully authorized to enter into this agreement.

2.2 Cooperation. Following satisfactory review thereof, Owner agrees to cooperate with Landmark and execute any and all options, leases, zoning authorizations and or easement documents, provided that such documents are in accordance with industry standards and compliant with state and federal laws.

SECTION 3 – COMPENSATION

3.1 Compensation For services rendered to Owner by Landmark, Landmark shall be entitled to receive ~~40%~~ ^{30% (thirty percent) DA} of all gross revenues received under all Telecom Leases executed by Telecom Tenants procured through Landmark's services. Owner warrants and represents that each Telecom lease or license will contain a provision that requires the Telecom Tenant to remit Landmark's share of the gross revenues directly to Landmark pursuant to the terms of a payment direction letter that will be provided by Landmark. Landmark shall only be compensated for revenue from new tenants. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

SECTION 4 – TRANSFER OF PROPERTY

4.1. Owner's Right to Transfer/Sell Property. During term of agreement, Owner may, upon thirty (30) day prior written notice, terminate this Agreement if Owner enters into a written contract to sell Rooftop prior to any Telecom Lease being executed. In the event that Owner chooses to sell the Rooftop after a Telecom Lease has been executed, Owner will fully disclose this Agreement to the purchasing party and any sale will be subject to the rights and provisions hereunder.

SECTION 5 – LEASE SALE CLAUSE

5.1 Lease Sale Clause. In the event that Owner desires to transfer its interest in and to any Telecom Lease located on the Rooftop, Owner shall, prior to granting or transferring any of its interest in such Telecom Lease, provide Landmark with notice of its intentions and Landmark shall thereafter have the option to purchase such Telecom Lease. Landmark shall provide Owner with notice of its intention to acquire the Telecom Lease(s) within fifteen (15) days of receipt of Owner's notice. In the event that Landmark fails to provide Owner with such notice, Owner may transfer its interest to a third party, provided that such grant or transfer is made subject to the terms and conditions of this

Agreement.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 Exclusivity. Owner will not enter into any other agreement that shall compete or undermine the exclusive nature of this contract.

6.2 Independent Representative. Landmark acknowledges that it is an independent representative and is not an employee, agent, or partner of Owner. Nothing contained herein shall be construed as a representation by Landmark as being a real estate or legal services professional.

6.3 Successors and Assigns. This Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. In the event the Rooftop is sold or transferred to a third party, full disclosure of this Agreement shall be made to the successor owner and notice of such sale shall be provided to Landmark.

6.4 Indemnification. Owner and Landmark agree to indemnify and hold each other harmless from any claims for damages, which arise in connection with any use of said Rooftop. Said indemnification shall include indemnity from any reasonable costs or fees which Owner or Landmark may incur in defending such claims. Indemnity obligations under this paragraph will survive the termination of this agreement.

6.5 Waiver No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.6. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

6.7 Memorandum. Owner agrees that Landmark shall have a right to record a memorandum of this Agreement in the Official Records of the County those Properties on which Landlord procured the lease or license are located. The memorandum shall be solely for the purpose of providing constructive notice of this Agreement.

6.8 Governing Law. Agreement governed by laws of the State in which the Rooftop is located. Wisconsin DA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

By: _____
Name: _____
Title: _____

Date: _____

LANDMARK DIVIDEND LLC

By: _____
Name: _____
Title: _____

Date: _____

rooftop = watertower DA

Tax Information Update

1853 Parcels in City

<u>Total Real Estate Taxes to be collected</u>	<u>\$5,789,839.97</u> (including Special Assessments etc.)
Amount collected through February 2012	\$3,901,126.72
Lottery Claimed	\$94,136.00
Amount postponed	\$1,502,628.07
Amount Delinquent	\$291,949.18

219 Parcels in City

<u>Total Personal Property Taxes to be collected</u>	\$303,592.28
Amount Collected through February 2012	\$300,323.08
Amount postponed	\$411.29
Amount Delinquent	2,857.91

Arrests & Citations by Officer (Type)

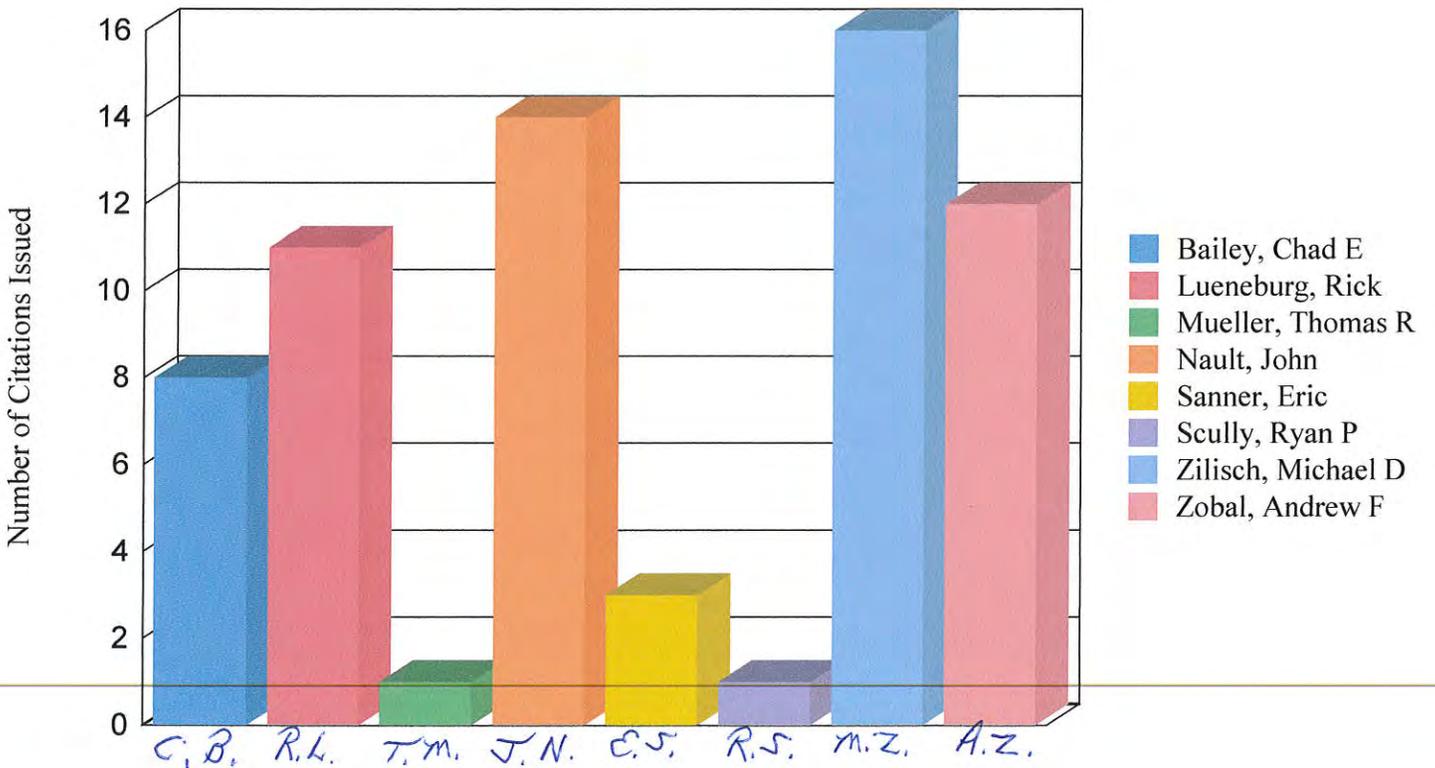
Arrest/Issue Date: 02/01/2012 through 02/29/2012

Officer: All

Officer Type Offense Code Offense Description Total

FEB

Arrests and Citations (by Officer)



Mauston Police Department
Arrests & Citations by Officer (Type)

Arrest/Issue Date: 02/01/2012 through 02/29/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Bailey, Chad E				
	Arrest - State	940.225(3)	Sex Assault Third Degree	1
				<u>1</u>
	Citation - Municipal	11.203(1)	Littering Prohibited	1
		11-943.20	Theft-Movable Property <=\$2500	1
		11-947.012	Unlawful use of Telephone	1
				<u>3</u>
	Citation - Traffic	341.04(1)	Non-Registration Of Auto, Etc	1
		343.44(1)(b)	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REF	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
		346.63(1)(b)	Operating With Pac Of .02 Or More (7th, 8th Or 9th)	1
				<u>4</u>
Lueneburg, Rick				
	Arrest - State	51.15(12)	Emergency Detention	1
		947.01	Disorderly Conduct	1
		Warrant	Arrested On Warrant	2
				<u>4</u>
	Citation - Municipal	11-125.07	UNDERAGE DRINKING-POSSESS-17-20	1
		11-943.01	Damage To Property	1
		943.24(1)	ISSUE WORTHLESS CHECKS	2
				<u>4</u>
	Citation - Traffic	341.04(1)	Non-Registration Of Auto, Etc	1
		343.44(1)(b)	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REF	1
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	1
				<u>3</u>
Mueller, Thomas R				
	Citation - Traffic	344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
				<u>1</u>
Nault, John				
	Arrest - State	51.15(12)	Emergency Detention	3
		946.49(1)(b)	Bail Jumping	1
		947.01(1)	Domestic/D.C.	1
		948.31(2)	Interference With Child Custody	1
				<u>6</u>
	Citation - Municipal	11-947.01	Disorderly Conduct	1
		12.45(1)	Animal Running at Large	1
		943.24(1)	ISSUE WORTHLESS CHECKS	2
				<u>4</u>
	Citation - Traffic			

Mauston Police Department
Arrests & Citations by Officer (Type)

Arrest/Issue Date: 02/01/2012 through 02/29/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Nault, John				
	Citation - Traffic			
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	2
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	2
				<u>4</u>
Sanner, Eric				
	Arrest - State			
		51.15(12)	Emergency Detention	1
		Warrant	Arrested On Warrant	1
				<u>2</u>
	Citation - Traffic			
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	1
				<u>1</u>
Scully, Ryan P				
	Citation - Traffic			
		343.44(1)(a)	Operating After Suspension	1
				<u>1</u>
Zilisch, Michael D				
	Arrest - State			
		51.15(12)	Emergency Detention	1
		943.10(1)	Burglary - Steal/Commit Felony	1
		943.50 (1m)(b)	Intentionally Takes and Carries Away Merchandise	1
		947.013 (1)(a&b)	Harassment	1
				<u>4</u>
	Citation - Municipal			
		11-943.61	Theft of Library Material	3
		943.24(1)	ISSUE WORTHLESS CHECKS	9
				<u>12</u>
Zobal, Andrew F				
	Citation - Municipal			
		11-118.16	SCHOOL ATTENDANCE ENFORCEMENT CHILD	6
		11-118.163	SCHOOL ATTENDANCE ENFORCEMENT PARENT	5
		11-961.573	Possess Drug Paraphernalia	1
				<u>12</u>
				<u><u>66</u></u>
			GRAND TOTAL:	66

Mauston Police Department
Arrests & Citations (by Offense)

Arrest/Issue Date: 02/01/2012 through 02/29/2012

Offense Code	Both Offense Description	Total
11.203(1)	Littering Prohibited	1
11-118.163	SCHOOL ATTENDANCE ENFORCE	5
11-118.16	SCHOOL ATTENDANCE ENFORCE	6
11-125.07	UNDERAGE DRINKING-POSSESS-1	1
11-943.01	Damage To Property	1
11-943.20	Theft-Movable Property <=\$2500	1
11-943.61	Theft of Library Material	3
11-947.012	Unlawful use of Telephone	1
11-947.01	Disorderly Conduct	1
11-961.573	Possess Drug Paraphernalia	1
12.45(1)	Animal Running at Large	1
341.04(1)	Non-Registration Of Auto, Etc	2
343.44(1)(a)	Operating After Suspension	1
343.44(1)(b)	OPERATING WHILE REVOKED (RE	2
344.62(2)	Operate Motor Vehicle w/o Proof of In:	4
346.63(1)(b)	Operating With Pac Of .02 Or More (7t	1
347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	4
51.15(12)	Emergency Detention	6
940.225(3)	Sex Assault Third Degree	1
943.10(1)	Burglary - Steal/Commit Felony	1
943.24(1)	ISSUE WORTHLESS CHECKS	13
943.50 (1m)(b)	Intentionally Takes and Carries Away M	1
946.49(1)(b)	Bail Jumping	1
947.01(1)	Domestic/D.C.	1
947.013 (1)(a&b)	Harassment	1
947.01	Disorderly Conduct	1
948.31(2)	Interference With Child Custody	1
Warrant	Arrested On Warrant	3
GRAND TOTAL:		66

Mauston Police Department
Arrests & Citations & Warnings by Day of Week

Arrest/Issue Date: 02/01/2012 through 02/29/2012

Officer:

ARRESTS

	Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
51.15(12) Emergency Detention	6	1	1	2	1	0	0	1
940.225(3) Sex Assault Third Degree	1	0	0	0	0	0	0	1
943.10(1) Burglary - Steal/Commit Felony	1	0	0	0	0	0	1	0
943.50 (1m)(b) Intentionally Takes and Carries Away Merc	1	0	1	0	0	0	0	0
946.49(1)(b) Bail Jumping	1	0	0	1	0	0	0	0
947.01 Disorderly Conduct	1	0	0	0	1	0	0	0
947.01(1) Domestic/D.C.	1	0	0	0	1	0	0	0
947.013 (1)(a&b) Harassment	1	0	0	0	1	0	0	0
948.31(2) Interference With Child Custody	1	0	1	0	0	0	0	0
Warrant Arrested On Warrant	3	1	0	0	1	1	0	0
Total:	17	2	3	3	5	1	1	2

CITATIONS

	Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
11.203(1) Littering Prohibited	1	0	0	0	1	0	0	0
11-118.16 SCHOOL ATTENDANCE ENFORCEME	6	0	0	0	0	0	6	0
11-118.163 SCHOOL ATTENDANCE ENFORCEME	5	0	0	0	0	0	5	0
11-125.07 UNDERAGE DRINKING-POSSESS-17-2	1	0	0	0	0	0	0	1
11-943.01 Damage To Property	1	0	0	0	0	0	0	1
11-943.20 Theft-Movable Property <=\$2500	1	0	0	0	0	0	1	0
11-943.61 Theft of Library Material	3	0	2	1	0	0	0	0

Mauston Police Department
Arrests & Citations & Warnings by Day of Week

Arrest/Issue Date: 02/01/2012 through 02/29/2012

Officer:

	Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
11-947.01	1	0	0	0	0	1	0	0
11-947.012	1	0	0	0	0	1	0	0
11-961.573	1	0	0	1	0	0	0	0
12.45(1)	1	1	0	0	0	0	0	0
341.04(1)	2	1	0	0	0	0	1	0
343.44(1)(a)	1	0	0	1	0	0	0	0
343.44(1)(b)	2	1	0	0	0	0	1	0
344.62(2)	4	0	0	0	0	2	2	0
346.63(1)(b)	1	0	1	0	0	0	0	0
347.48(2m)(b)	4	2	0	1	0	1	0	0
943.24(1)	13	0	0	0	5	0	5	3
Total:	49	5	3	4	6	5	21	5

WARNINGS

	Total	Sun	Tue	Wed	Thur
341.04(1)	1	0	1	0	0
346.46	1	0	1	0	0
346.57(4)(e)	1	0	0	0	1
347.06(3)	7	4	1	0	2
347.09(1)(a)	1	1	0	0	0
347.13(1)	2	1	0	1	0
	1	1	0	0	0

Mauston Police Department
Arrests & Citations & Warnings by Day of Week

Arrest/Issue Date: 02/01/2012 through 02/29/2012

Officer:

Total	Sun	Tue	Wed	Thur
Total	7	3	1	3

Mauston Police Department
Officer Arrests\Citations\Other Contacts
 Arrest/Issue Date: 02/01/2012 through 02/29/2012
 Arresting Officer:

	Grand Total	Arrests	Citations		Warnings	Other Contacts *
		Adult	Adult	Juvenile	Adult	Adult
Arndt, Erin N	2	0	0	0	0	2
Bailey, Chad E	10	1	6	1	0	2
Lueneburg, Rick	20	4	7	0	9	0
Mueller, Thomas R	4	0	1	0	3	0
Nault, John	16	6	8	0	0	2
Sanner, Eric	5	2	1	0	2	0
Scully, Ryan P	1	0	1	0	0	0
Zilisch, Michael D	17	4	11	1	0	1
Zobal, Andrew F	12	0	5	7	0	0
Total	87	17	40	9	14	7

Notes: The 'Adult' column for Other Contacts includes Adults & Juveniles

Mauston Police Department

Incident Offenses (by Officer)

Reported Date: 02/01/2012 through 02/29/2012

Offense Type: All

REPORTS

Officer	Offense Code	Offense Description	Total
Arndt, Erin N	ACC/TRF/PDO	Accident-Traffic Pdo	2
	946.49(1)(b)	Bail Jumping	1
	943.10(1)	Burglary - Steal/Commit Felony	1
	CK/WELFARE	Check Welfare	1
	943.50 (1m)(b)	Intentionally Takes and Carries Away Merchandise	1
	943.24(1)	ISSUE WORTHLESS CHECKS	1
		Arndt, Erin N	<u>7</u>
Bailey, Chad E	ACC/TRF/PDO	Accident-Traffic Pdo	1
	343.44(1)(b)	Oar (1st - Rev.Due To Cont. Substance)	1
	940.225(2)	Sex Assault Second Degree	1
	943.20(1)(a)	Theft	3
		Bailey, Chad E	<u>6</u>
Jackson, Michael L	ACC/TRF/PDO	Accident-Traffic Pdo	2
	Jackson, Michael L	<u>2</u>	
Lueneburg, Rick	Warrant	Arrested On Warrant	1
	11-943.01	Damage To Property	1
	947.01	Disorderly Conduct	1
	51.15(12)	Emergency Detention	1
	INF/ONLY	Information Only	1
	943.24(1)	ISSUE WORTHLESS CHECKS	2
	343.44(1)(b)	Oar (1st - Rev.Due To Cont. Substance)	1
	Probation/Hold	Probation Hold	1
		Lueneburg, Rick	<u>9</u>
Nault, John	ACC/TRF/PDO	Accident-Traffic Pdo	3
	12.45(1)	Animal Running at Large	1
	943.10(1)	Burglary - Steal/Commit Felony	1
	DEATH	Death Investigation	1
	11-947.01	Disorderly Conduct	1
	51.15(12)	Emergency Detention	3
	HARASSMENT	Harassment	1
	HIT & RUN	Hit & Run	1
	INF/ONLY	Information Only	3
	948.31(2)	Interference With Child Custody	1
	943.24(1)	ISSUE WORTHLESS CHECKS	1
	943.20(1)(a)	Theft	1
		Nault, John	<u>18</u>
	Sanner, Eric	Warrant	Arrested On Warrant
943.10(1)		Burglary - Steal/Commit Felony	1
51.15(12)		Emergency Detention	1
INF/ONLY		Information Only	1
		Sanner, Eric	<u>4</u>

Mauston Police Department
Incident Offenses (by Officer)

Reported Date: 02/01/2012 through 02/29/2012

Offense Type: All

Officer	Offense Code	Offense Description	Total
Zilisch, Michael D			
	ACC/TRF/PDO	Accident-Traffic Pdo	1
	ACC/TRF/PI	Accident-Traffic PI	1
	943.10(1)	Burglary - Steal/Commit Felony	1
	948.04(1)	Causing Mental Harm To A Child	1
	943.01(1)	Criminal Damage To Property	1
	51.15(12)	Emergency Detention	1
	HIT & RUN	Hit & Run	1
	INF/ONLY	Information Only	2
	948.02(1)	Sex Assault Child -First Degre	1
	943.20(1)(a)	Theft	2
		Zilisch, Michael D	<u>12</u>
		GRAND TOTAL:	<u><u>58</u></u>

Mauston Police Department
Ticket Totals (by Officer)

Issue Date: 02/01/2012 through 02/29/2012

PARKING

Officer	Violation Code	Violation Description	Total
Dawn Kolba,	Fire Lane	Fire Lane Violation	3
		By Officer:	<u>3</u>
Off Eric Sanner,	ALTERN	ALTERNATE SIDE PARKING	93
		By Officer:	<u>93</u>
Off John Nault,	OTHER	NO PARKING OTHER	1
		By Officer:	<u>1</u>
Off Rick Lueneburg,	ALTERN	ALTERNATE SIDE PARKING	43
	OTHER	NO PARKING OTHER	2
		By Officer:	<u>45</u>
Raquel G,	Fire Lane	Fire Lane Violation	2
		By Officer:	<u>2</u>
		Total Tickets:	<u><u>144</u></u>

City of Mauston
ORDINANCE NUMBER 2012-1050
Ordinance Amending Chapter 10 of the Mauston Code of Ordinances
AIRPORT VEHICLE and PEDESTRIAN TRAFFIC ORDINANCE

An Ordinance providing for the regulation of vehicular and pedestrian traffic within the boundaries of the Mauston New Lisbon Union Airport.

WHEREAS, it is deemed advisable that vehicular and pedestrian traffic on airport premises owned by the cities of Mauston and New Lisbon Wisconsin and operated by the Mauston New Lisbon Union Airport Commission should be regulated to insure the safety of aircraft, aircraft passengers, and the general public.

NOW THEREFORE, the Mauston Common Council does ordain as follows: Section 10.107, of Chapter 10 of the Municipal Code is created as follows:

10.107(1) DEFINITION OF WORDS AND PHRASES

- (a) **Pedestrian**: Any person afoot.
- (b) **Vehicle**: Every device in, upon, or by which any person or property is or may be transported or drawn excepting aircraft.
- (c) **Emergency Equipment**: Crash, fire and rescue, or police motor vehicles and such other equipment as the airport manager or airport commissioners may designate as necessary to safeguard airport runways, taxiways, ramps, buildings and other property.
- (d) **Service, Maintenance and Construction Equipment**: Approved equipment normally operated by the airport owner, its agents or under contract, fixed base operator(s), or other governmental agencies performing official duties on landing areas, runways, taxiways and peripheral roads for the servicing, maintenance and construction of airport facilities and services or for the servicing of aircraft. This definition shall include equipment owned and operated by a contractor performing work on the airport under contractual agreement with the Mauston New Lisbon Union Airport Commission.

10.107(2) OPERATION OF VEHICLES ON RUNWAYS, TAXIWAYS AND RAMPS

No vehicle shall enter, be driven, or operated upon any airport runway, taxiway, ramp, tie down area, or any area posted by signs prohibiting the entrance thereon, except as provided herein.

The provisions of this section shall not apply to emergency equipment or service, maintenance, and construction equipment when engaged in performing normal duties.

Aircraft owners and operators may be granted authorization by the Mauston new Lisbon Union Airport Commission to operate a vehicle to reach their own aircraft in a tie down area or hangar. Because there is only one access to the Mauston New Lisbon Union Airport and that access intersects and crosses ramp areas and some taxiways aircraft owners and operators that own hangars on the Mauston New Lisbon Union Airport may obtain blanket authorization to reach their hangar with a vehicle by applying to the Mauston new Lisbon Union Airport Commission for such approval. All other

authorizations granted shall apply only to a specific need request. Unless specifically authorized, aircraft owners or operators shall not drive on any runway, taxiway, or ramp and shall proceed through the tie down area at a speed not to exceed 10 miles per hour. They shall not at any time park a vehicle on any area used for the movement of aircraft.

10.107(3) SPEED OF VEHICLES

No vehicle shall be driven upon any road within the perimeter of the airport or upon other airport areas, in excess of the speed limit posted, nor shall the driver fail to adhere to any sign posted to regulate vehicle traffic on or about the airport.

10.107(4) PEDESTRAIN TRAFFIC ON AIRPORT

No pedestrian shall be allowed beyond the administration area or upon the apron or aircraft tie down area unless for the purpose of embarking in or disembarking from an aircraft, or unless authorized by the Mauston New Lisbon Union Airport Commission or airport manager.

Pedestrian traffic is prohibited on taxiways, runways, and outlying areas of the airport except for those employees of airport, cities of New Lisbon and Mauston, county, state or federal government, or contractors engaged in airport construction or maintenance work, and except as allowed in designated areas during fly-in plane shows or other such events as authorized by the Mauston New Lisbon Union Airport Commission.

10.107(5) VEHICLE PARKING

All vehicles parked on the airport shall be parked in designated areas and in accordance with posted signs or other markings. The Mauston New Lisbon Airport Commission or agents of the commission may move, or order the removal of any vehicle improperly parked at the vehicle owner's expense.

This Ordinance shall take effect from and after the date of its passage and publication as provided by law.

APPROVED:

ATTEST:

Brian T. McGuire, Mayor

Nathan R. Thiel, City Administrator

- Date of Readings 2/28/12 and _____
- Date of Adoption _____
- Votes ___ayes ___nays ___abstentions ___absent
- Date of Publication _____

Local Public Agency Real Estate Service Contract

No. _____

CONTRACT BETWEEN

THE MUNICIPALITY OF The City of Mauston (MUNICIPALITY),

AND GJ Miesbauer and Associates, Inc. (CONSULTANT).

Project: 5020-05-21

Termini: STH 82 to USH 12

Highway: STH 58/82 Redesignation

County: Juneau

The CONSULTANT Representative is Peter Miesbauer, whose work address/telephone number is:
PO Box 470, 137 West Main Street, Belleville, WI 53508
Phone: 608-424-3330 – Cell: 608-219-1197 Fax: 866-334-1949
Email: peter@gjmiesbauer.com

The MUNICIPALITY Representative is Nathan Thiel, whose work address/telephone number is:
303 Mansion Street, Mauston, WI 53948
Phone: 608-847-6676
Email: nthiel@mauston.com

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$ 25,350.00.

This contract will extend for the term of two years, Beginning on 03/27/2012, Ending on 03/27/2014.

For the CONSULTANT

By: 

Title: Vice President, Owner

Date: 03/13/12

39-1957378
Social Security Number or FEIN

For the MUNICIPALITY of the City of Mauston

Authorized Official

Title

Date

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STANDARD PROVISIONS

I. SCOPE OF SERVICES

(1) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the MUNICIPALITY OF the City of Mauston (HEREON KNOWN AS MUNICIPALITY).

(2) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the current Real Estate Program Manual (MANUAL). The MUNICIPALITY shall provide copies of the appropriate Manual section to the CONSULTANT upon request.

(3) The CONSULTANT shall from time to time during the progress of the services confer with the MUNICIPALITY and shall prepare and present such information, studies, or reports as may be necessary or as may be requested by the MUNICIPALITY to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the MUNICIPALITY. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by the MUNICIPALITY required changes in the detail of the services.

4) Meetings may be scheduled at the request of the CONSULTANT or the MUNICIPALITY for the purpose of discussing and reviewing the services under this CONTRACT. Meetings may include a visit to the PROJECT site. Meeting schedules are to be coordinated with the MUNICIPALITY Representative.

II. PROSECUTION AND PROGRESS

A. GENERAL

(1) Services under this CONTRACT shall commence upon notification from the MUNICIPALITY to the CONSULTANT, which order will constitute authorization to proceed.

(2) The CONSULTANT shall complete the services under this CONTRACT within the specified time for completion. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the MUNICIPALITY in the event of a delay attributable to the MUNICIPALITY, or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.

(3) The CONSULTANT may notify the MUNICIPALITY in writing when the services have been completed. Upon the MUNICIPALITY subsequent determination that the services have satisfactorily been completed, the MUNICIPALITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed services.

(4) Unless the CONTRACT has been terminated prior to completion of the services, the CONTRACT shall not be considered terminated upon completion and acceptance of the services, or upon final payment, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections to the services as are necessary for correcting errors or omissions made by the CONSULTANT.

B. DELAYS AND EXTENSIONS

(1) Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documented increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustment.

(2) Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of this CONTRACT by the other party.

(3) The MUNICIPALITY reserves the right to reduce the remaining contract compensation by N/A for each business day (Saturday, Sunday, and Legal Holidays excluded) that the contracted service is late.

(NOTE: Item II (B)(3) is not applicable when FEDERAL dollars are used for real estate purposes.)

C. TERMINATION

(1) The MUNICIPALITY reserves the right to terminate all or part of this CONTRACT at any time with not less than ten days written notice to the CONSULTANT.

(2) In the event the CONTRACT is terminated by the MUNICIPALITY without fault on the part of the CONSULTANT, or by the CONSULTANT under II.B(2) above, the CONSULTANT shall be paid a prorated amount for the services rendered. The prorated amount shall be the same ratio to the total CONTRACT price as the percent of services completed or partially completed and delivered to the MUNICIPALITY, as determined by mutual agreement between the MUNICIPALITY and the CONSULTANT as a CONTRACT amendment.

(3) In the event the services of the CONSULTANT are terminated by the MUNICIPALITY for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value for the services rendered and delivered to the MUNICIPALITY up to the time of termination. The value of the services will be determined by the MUNICIPALITY.

(4) In the event of the death of any member or partner of the CONSULTANT'S firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the MUNICIPALITY and the survivors, in which case the CONSULTANT will be paid as set forth in II.C.(2) above.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

(1) The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the MUNICIPALITY.

(2) Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.

(3) No subcontracting or assignment of any services under this CONTRACT shall state, imply, intend, or be construed to limit the legal liability of the CONSULTANT or the sub-consultant.

III. BASIS OF PAYMENT

(1) The CONSULTANT will be paid by the MUNICIPALITY for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, expenses, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT supplement. The CONSULTANT will not be compensated for poor or improper performance.

(2) The CONSULTANT shall submit detailed invoices not more often than once per month during the term of the CONTRACT, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the MUNICIPALITY within three months of completion of the CONTRACT. Final payment of any balance due to CONSULTANT will be made promptly after verification by the MUNICIPALITY, for completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the MUNICIPALITY. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.

(3) The MUNICIPALITY has the right to withhold any sum due and payable to the CONSULTANT under this CONTRACT, any amount the MUNICIPALITY determines the CONSULTANT owes the MUNICIPALITY, whether arising under this CONTRACT or under any other CONTRACT.

(4) The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the MUNICIPALITY, or WISCONSIN DEPARTMENT OF TRANSPORTATION, and FEDERAL HIGHWAY ADMINISTRATION (FHWA) during normal business hours in their respective offices for a period of five years following the financial closure of the project and final CONTRACT payment.

(5) If, in the CONSULTANT'S opinion, orders or instructions given by the MUNICIPALITY would require the discarding or redoing of services which were based upon earlier direction, approvals, or instructions given by the MUNICIPALITY, that would involve services not within the scope of services, the CONSULTANT must notify the MUNICIPALITY in writing if it desires extra compensation or a time extension. The MUNICIPALITY will review the CONSULTANT'S submittal, and if acceptable, approve a CONTRACT supplement.

IV MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF DOCUMENTS

At the option of the MUNICIPALITY and upon completion or termination of this CONTRACT all manuals, guides, written instructions, unused forms, books, information and documents furnished to the CONSULTANT by the MUNICIPALITY for performance of this CONTRACT or collected or prepared by the CONSULTANT in the performance of this CONTRACT shall be properly assembled, delivered, and become the property of the MUNICIPALITY. Documents collected or prepared by the CONSULTANT in the performance of this CONTRACT may be used without restriction by the MUNICIPALITY for any public purpose. Any such use shall be without compensation of liability to the CONSULTANT.

B. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the MUNICIPALITY shall have the right to annul this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

C. LEGAL RELATIONS

(1) The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

(2) In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the MUNICIPALITY, WISCONSIN DEPARTMENT OF TRANSPORTATION, or FHWA thereby, there shall be no personal liability upon the authorized representatives of the MUNICIPALITY, DEPARTMENT, and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.

(3) The CONSULTANT shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the CONSULTANT'S performance of the services under this CONTRACT.

(4) The CONSULTANT shall indemnify and save harmless the MUNICIPALITY, DEPARTMENT, and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence, errors or omissions of the CONSULTANT in conjunction with performance and completion of the services covered by this CONTRACT.

D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01(5)Wis. Stats., sexual orientation as defined in sec. 111.32(13m)Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship. Except with respect to sexual orientation, the CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

If there are federal funds on the project the "REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACT", State of Wisconsin/Department of Transportation, RE 1004 88 (Replaces RA 124) must be attached to the contract.

E. ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the MUNICIPALITY for any losses to or costs to repair or remedy as a result of the CONSULTANT'S negligent acts, errors, or omissions.

F. CONFLICT OF INTEREST

The CONSULTANT warrants it has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this CONTRACT. The CONSULTANT shall not employ any person currently employed by the MUNICIPALITY for any services included under the provisions of this CONTRACT.

G. DISADVANTAGED BUSINESS UTILIZATION

The CONSULTANT agrees to ensure that Disadvantaged Businesses as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT by the MUNICIPALITY or other such remedy as the MUNICIPALITY deems appropriate.

The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of services.

The CONSULTANT shall maintain records and document its performance under this item.

H. CONTINGENCY FEES

These fees allow flexibility for payment for services that go beyond the contracted scope of work and include such things as, additional parcels, changes required to previously accepted work because of project changes, meetings required by DOT for consultation beyond the scope of the contract and any other additional services needed. This does not include time or expense for correcting contractor errors or meetings requested by the contractor/agency to clarify the assignment.

A) CONSULTANT PROJECT MANAGEMENT

The CONSULTANT will provide a Real Estate Project Manager with sufficient experience and capability to provide a professional level of management and coordination of all the functional areas. Functional areas are defined as appraisal, negotiation, relocation, and lands management. This will include the responsibility to insure that all of these functional areas are accomplished according to the appropriate laws, statutes, codes, and policies. Beyond the defined functional areas, the project manager will provide the coordination, oversight, and leadership required to deliver the project in a professional, timely, and cost effective manner.

The CONSULTANT Project Manager will also be responsible for maintaining appropriate reports, spreadsheets, and will be the lead contact between the CONSULTANT FIRM and the MUNICIPALITY.

The CONSULTANT Project Manager will be the RECOMMENDATION AUTHORITY on all (non-contract) submittals to the MUNICIPALITY. These include, but are not limited to:

- Vouchers for all parcel payments
- Nominal value parcel reports
- Revised Offers
- Right of Way Certifications
- Rental agreements
- Administrative Revisions
- Jurisdictional Offers and Awards

The CONSULTANT Project Manager will ensure proper coordination is implemented and maintained between the CONSULTANT Real Estate staff and other MUNICIPALITY personnel such as railroads, utilities, design, and construction.

The CONSULTANT is responsible for the correctness, applicability, and implementation of all appropriate resources, staff, expenditures, documents, submittals, and any other activities related to real estate project management.

Tasks to be Completed for Project Management	Total Hours
Compensation for Project Management tasks is included in the negotiation fee	N/A

B) REAL ESTATE APPRAISAL

The CONSULTANT represents qualification by training and experience and is able to prepare and furnish to the MUNICIPALITY the desired appraisal reports in order to assist the MUNICIPALITY in determining present fair market value.

Total fee is based upon the cost worksheets attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented appraisals of the parcel(s) listed on Exhibit "A," attached.

The MUNICIPALITY shall furnish the CONSULTANT with parcel numbers, right of way plat sheets, legal descriptions, appraisal problem analysis sheets, and names and addresses of record owners (unless identified elsewhere in this contract), and construction plan data (when available) sufficient to identify the property and define the appraisal assignment. However, the CONSULTANT will assume responsibility for the completeness, accuracy or applicability of appraisal-type information, sales, or other data given to the CONSULTANT from whatever source.

Note: Any costs to obtain information, or estimates, that are desired, or required, in order to do a complete and professional appraisal must be included in the cost worksheets attached. (i.e., fixture appraisal, reasonable access study, cost to cure estimates, etc.).

The CONSULTANT will complete the assigned appraisals and submit for review and acceptance to the MUNICIPALITY on or before the dates listed in exhibit "A" attached hereto. Any extension of time must be expressly granted in writing by the MUNICIPALITY through a contract amendment. The MUNICIPALITY may not exercise a right to retain any portion of the CONSULTANT fee for matters only involving differences of professional opinion. Any matters not remedied promptly after proper notice is given, unless the time to comply is specifically extended, shall constitute a material breach of this contract.

It is agreed that the CONSULTANT shall be available to the MUNICIPALITY for pretrial conferences with counsel and the MUNICIPALITY for parcels contracted to appraise. If the need arises an amendment or separate contract will be negotiated.

It is also agreed that the CONSULTANT will be available to the MUNICIPALITY for court appearances and court testimony in its behalf on said properties. If the need arises an amendment or separate contract will be negotiated.

Payment for court appearances, and court testimony at the request of or in compliance with the legal process in behalf of adversary parties, not performed at the request or demand of the MUNICIPALITY, shall not be the obligation of the MUNICIPALITY.

The CONSULTANT shall apply the legal opinions and conclusions of law as given by the attorney for the MUNICIPALITY and shall use proper appraisal techniques, methods and analyses applicable, agrees to prepare the Appraisal Reports and Project Data Book, if applicable, in the approved formats to be provided by MUNICIPALITY as such formats are applicable and in accordance with all instructions provided. Exhibits "B" and "C" are attached hereto and made a part hereof as a reference summary for the CONSULTANT. The CONSULTANT also agrees to utilize the Certificate of Appraiser prescribed by the MUNICIPALITY. The legal opinions and conclusions of law given by the attorney will be fully set forth in the appraisal report.

EXHIBIT "A"
Appraisal Parcel(s)

RE1002 88

APPRAISER: Patrick Wagner, Quality Valuation Services			DATE: 02/23/12			
Parcel #	Owner	Relocation ¹	Specialty Reports ²	Appraisal Format Required ³	Required Completion Date	Appraisal Fee
Project: 0520-05-21						
4	City of Mauston			STA	6/23/12	\$1,500
13	Conlin and Gabower Trust			STA	6/23/12	\$1,500
14	Randy Fenwick			STA	6/23/12	\$1,500
PROJECT DATA BOOK					05/15/12	\$1,500
TOTAL FEE						\$6,000
PROJECT ID 5020-05-21					COUNTY: Juneau	

¹ If this box is checked, you must confer with the relocation agent prior to beginning the appraisal assignment.
² If this box is checked, you must confer with the MUNICIPALITY prior to beginning the appraisal assignment.
³ Codes: SF (Short Format), STA (Standard Abbreviated Format), STBA (Standard Before and After Format).

EXHIBIT "B"

Appraisal Formats

This is a brief summary of WisDOT's accepted appraisal formats. For more detail see Chapter 2 of the Real Estate Program Manual (REPM), which can be accessed through the WisDOT consultant extranet web page. Go to www.dot.wisconsin.gov. Click the 'Doing business' link from the Main Topics grouping near center/top of page. Click 'Consultant extranet' link along far right lower side of page. Click on 'Creating ID/password.' Follow the directions for creating your ID/password.

Short Format Appraisal

A Short Format Appraisal report can be used for non-complex acquisitions where the acquisition is less than \$10,000. These types of acquisitions are considered nominal acquisitions and the corresponding appraisal used to acquire them is sometimes called the Short Format Appraisal. It is written in a short format style for convenience and to expedite the project.

Examples of non-complex acquisitions include:

- Whole or partial strip acquisitions < \$10,000.
- When damages do not result in a change of highest and best use.
- Parcels where damages to remaining land do not exceed \$5,000 and can be simply explained.
- Where the sales comparison approach can be used to determine fair market value, with only minor adjustments.
- Parcels that include minor outbuildings, wells, septic systems, driveways or items of landscaping or other improvements that can be valued by the cost approach; or, as in the case of landscaping, the contributory value method. (See Section 2.7 of the REPM for a discussion of special improvements.)
- Parcels that include vacant land or land with minor improvements and damages to the remainder can be measured by a cost to cure that is economically justified and does not result in betterment.

The purpose of the Short Format Appraisal is to provide the property owner a value estimate for non-complex acquisitions that have a value of \$10,000 or less, and a very brief summary of the value findings regarding the proposed acquisition supported by the appropriate level of market research, while at the same time avoiding excessive, unnecessary reporting documents.

All Short Format Appraisal reports must be supported by a Project Data Book (PDB) of sufficient market research to credibly report a value of the property being acquired.

The Short Format Appraisal may be used when owners are unwilling to sign a Waiver of Appraisal, if the parcel is non-complex and the value is less than \$10,000. The Short Format Appraisal may also be used when the parcel is non-complex and less than \$10,000 in value, but the region is facing a tight timeframe and needs to initiate the real estate process with an appraisal. However, if a property owner has serious doubts about the effect of the acquisition on the value of the remaining property, a standard before and after appraisal should be considered.

Standard Abbreviated Format

The Standard Abbreviated Format Appraisal is used in appraisal situations where the appraisal problem is too complex for a Short Format Appraisal, but does not require a Standard Detailed (Before & After) Appraisal. This is the most commonly used format for WisDOT acquisitions.

Examples include:

- Acquisition of entire property.
- Strip type acquisition where same unit value (i.e., dollars per acre or dollars per square foot apply to both the before and after valuations).
- Acquisition where part to be acquired could be sold as a “separate entity” and can be separately appraised.
- There are no damages to remaining property or damages are not substantial. A separate market analysis of after value is not required.

A complete narrative description of the property being appraised and a detailed analysis of value are required. A comprehensive after analysis is not required in the Abbreviated Standard Appraisal because there is either no remainder or there are no significant damages to the remainder.

Standard Before and After Format (Detailed Appraisal)

The Standard Before and After (or Detailed) Appraisal report is required when the appraisal problem is complex in nature and a complete detailed before and after appraisal is necessary. It is applicable to parcels classified as major or complex, both vacant and improved, in the real estate staffing matrix.

The Standard Before and After Appraisal is required in appraisal situations where damages to the remaining property are so substantial that a complete analysis of the after value is required in addition to the analysis of the before value. It is, in effect, two appraisals in one report. The contents of the standard appraisal report will depend upon the complexity of the appraisal problem.

A Standard Before and After Appraisal format must also be used when neither the Short Format Appraisal nor the Standard Abbreviated Format Appraisal are appropriate.

The following is a list of typical examples of complex acquisitions, where a standard before and after appraisal would be required:

- Appraisals that need more explanation than can be provided on the short format.
- Partial takes that cause significant damages or benefits to the remainder.
- Appraisals with cost to cures that are not obvious or economically justified.
- Partial takes that cause severance damage to land over \$5,000 for items such as access control, land locking, reduced size, irregular shape or where uneconomic remnants result.
- Partial takes that cause severance damage to improvements due to proximity, change of grade, reduced utility, etc.
- Acquisitions where the land value is not apparent from the initial analysis of the market.
- Special purpose properties.
- Properties that require a specialty report.
- Acquisitions that cause a change of highest and best use.
- Residential properties with unique features not normally found in the market.
- Commercial properties other than bare land with no damage to the remainder.
- Industrial properties other than bare land with no damage to the remainder.
- Transitional properties where highest and best use is changing.
- Properties with improvements not in harmony with the highest and best use of the land.
- Land only takings that include extensive or unique landscaping (i.e., trees, shrubs, walkways, etc.).
- Properties where the cost or income approach may be relied on or weighed heavily in the reconciliation.

EXHIBIT "C"

Project Data Book

An acceptable Project Data Book (PDB) will contain all comparable sales/rentals that are pertinent to the valuation of all subject properties contracted to appraise. All PDBs will contain the following at a minimum:

1. Scope of work description including jurisdictional exception rule, limiting conditions, definitions etc. for short format appraisals. The scope of work narrative should include a tabulation of the number and type of subject parcels to be appraised, the complexity of the acquisitions involved along with the type and extent of the market data researched to facilitate appraisal problem solutions.
2. Right of way project description.
3. Area and neighborhood data and analysis.
4. Summary tables of property types, grouped as appropriate by land size, property type, date of sale etc. If there will be appraisal waivers on project, the Project Data Book preparer is required to write a narrative conclusion regarding appropriate land values utilized for the nominal payment parcel report.
5. Individual sales data sheets for comparable sales with all required data related to appropriate units of comparison included. Data sheets should be grouped by property type (i.e., vacant land, single family residential, improved commercial etc.). Note: An allocation of the sales components can be part of a sales data sheet analysis or the appraiser may opt to allocate sales in the report itself. Care should be taken to maintain allocation consistency when using sales on different appraisals.
6. Sales location map(s).
7. Zoning information including zoning maps depicting all subject parcels on the project, if available, and the zoning ORD narrative for appropriate zoning designations only.

The following PDB items are considered required/optional depending on the project type and subject to parcel/comparable sale characteristics. Items would be those anticipated to come into play in solving the subject parcel appraisal problems. If, for example, data is anticipated to be used on only one or a few parcels on a project, the appraiser may opt to include the data in the addenda of the appraisal report.

One of the purposes of the PDB is to eliminate the need to replicate this information in the addenda and/or report boilerplate for Short Format Appraisals:

- Soils maps and pertinent data if data is useful in solving appraisal problems.
- Sewer/water, or other utility maps or data where units of comparison affect appraisal process.
- Comprehensive land use plans.
- Comparable rental data, if appropriate and available.
- Cost data, if anticipated to be used extensively on a project. Fencing cost data on large rural projects where fencing is being acquired extensively would be a good example.
- Flood plain maps and restrictions.
- Matched pair or other sales and physical or economic data useful in determining severance damages.
- Topographical maps of project and sale areas.
- Aerial maps of the project area.
- Other unique data on a project specific basis.

The PDB is considered a "living document" in that it can be added to and expanded during the course of a project. This will be especially true on larger projects that take months to complete where additional relevant comparable sales data becomes available as time passes. For this reason it is recommended that the appraiser utilize a loose-leaf type of document organization with a chapter/page numbering system to facilitate additions. The PDB should be organized so that needed data can be referenced easily.

C) REAL ESTATE NEGOTIATIONS

The CONSULTANT represents qualifications by training and experience that he/she is able to provide the MUNICIPALITY the desired negotiation services in order to assist the MUNICIPALITY in clearing the required right of way for the subject project.

The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented negotiation services. These services will be provided in conformance with the Wisconsin Department of Transportation Real Estate Program Manual (REPM), the Wisconsin Statutes, and other appropriate and pertinent state and federal laws, policies and guidelines described as responsibilities in this contract.

The CONSULTANT shall supply the individual parcel folders containing:

- Title Search Report
- Copy of Introductory/Brochure letter
- Original and Copy of Appraisal Report
- Approved Offering Price Report
- Negotiation Diary
- Closing Statement
- Offering Price Letter
- All other written correspondence between CONSULTANT and property owners.
- Typed Partial Release
- Property Inventory Report
- Property Owners Appraisal Guidelines
- Statement to the Construction Engineer
- Parcel Check List
- W-9 Form
- Legal Description for Acquisition Area

The CONSULTANT shall send an introduction/brochure letter and the "Rights of Landowners Under Wisconsin Eminent Domain Law" brochure to each parcel owner.

The MUNICIPALITY may meet with the CONSULTANT, prior to the initiation of negotiations, to review any file material pertinent to the acquisition process.

The MUNICIPALITY shall supply the CONSULTANT with the following as necessary:

- Construction Plans, Profiles & Cross Sections
- Design Study Report
- Right of Way Plats
- Title Search Reports

If Nominal Payment Parcels are to be negotiated as part of this contract, the MUNICIPALITY shall determine which parcels qualify as Nominal Parcels and identify such parcels on the Exhibit "A." The CONSULTANT will determine the potential Offering Prices for all Nominal Parcels and provide the MUNICIPALITY a completed report listing those Nominal values for review and approval. The CONSULTANT shall be responsible for the negotiation of those parcels identified as Nominal Payment Parcels on the Exhibit "A."

Any Appraisal Reports received from the property owners shall be handled in accordance with the REPM. The CONSULTANT shall submit a copy of the Appraisal Report along with a recommendation for payment or non-payment, to the MUNICIPALITY for review. When Revised Offers or Administrative Revisions are warranted due to errors, design changes, owner's counter offers, litigation protection or other reasons, the CONSULTANT shall attempt to secure a purchase agreement from the owner subject to approval by the MUNICIPALITY in the case of a minor adjustment. When a significant increase is involved the CONSULTANT shall set up a conference with the MUNICIPALITY to discuss the proposed settlement prior to making any commitments to the property owner. The CONSULTANT should be prepared to present a recommendation and justification by means of factual data available. In either event, the CONSULTANT will formally submit an Administrative Revision or a Revised Offer to the MUNICIPALITY for approval.

By the end of each month or as requested, the CONSULTANT shall submit to the MUNICIPALITY a progress report for that month's activities.

EXHIBIT "A"
Negotiation Parcels

Negotiator: Peter Miesbauer, GJ Miesbauer and Associates, Inc.				Date: 02/23/12	
Parcel Number	Owner	Relocation ¹	Complex Negotiation Special Requirements	Required Completion Date	Negotiation Fee
Project ID 5020-05-21					
1	Barbara Baker		Nominal	11/12	\$950
2	Andrea Thompson Fischer		Nominal	11/12	\$950
3	Michael & Brenda Grisola		Nominal	11/12	\$950
4	City of Mauston			11/12	\$1400
5	Frances H. Schroeder		Nominal	11/12	\$950
6	Timothy J. Delmore		Nominal	11/12	\$950
7	Richard E. Zorbaugh		Nominal	11/12	\$950
8	Luehman Real Estate		Nominal	11/12	\$950
9	Ernest & Audrey Schmocker		Nominal	11/12	\$950
10	Juneau County (Jermoos, Inc.)		Nominal	11/12	\$950
11	CMC Heartland Partners		Nominal	11/12	\$950
12	Domann's Farm Supply, Inc.		Nominal	11/12	\$950
13	Conlin and Gabower Trust			11/12	\$1400
14	Randy Fenwick			11/12	\$1400
15	Steven & Lisa Buchneier		Nominal	11/12	\$950
16	Barbara & Michael Hoilien		Nominal	11/12	\$950
98	Mauston Wastewater Utility		Utility	11/12	\$900
99	WI Power and Light		Utility	11/12	\$900
NOMINAL VALUE DETERMINATION REPORT					\$1,000
TOTAL FEE				\$ 19,350.00	
PROJECT ID 5020-05-21			COUNTY: Juneau		

¹If this box is checked, you must confer with the MUNICIPALITY prior to beginning the negotiation assignment.

E) DELIVERABLE TIMELINES

Parcel delivery of the individual functional areas will be determined by the attached Exhibit "A" applicable to that effort as defined in the special provisions. Those Exhibit "A" deliverables must allow for sufficient time to meet the total parcel delivery. Total parcel delivery is required by the PS&E for which that parcel is needed. (See attached "Tasks Exhibit A").

**TASKS EXHIBIT "A"
Deliverable Schedule by PS&E Submittal**

<u>PROJECT</u>	<u>PARCELS REQUIRED</u>	<u>PS&E</u>	<u>LETTING</u>
5020-05-21	3 appraisal parcels, 13 nominals, 2 utility parcels	11/1/12	3/12/13

F) BASIS OF PAYMENT

The CONSULTANT will be compensated by the MUNICIPALITY for services provided under this CONTRACT on the following basis:

Project ID: 5020-05-21

For Real Estate Appraisal services performed by the CONSULTANT, actual cost based on cost per unit of work completed as specified in Section V-B, Exhibit A, Appraisal Parcel Fees not to exceed \$6,000.00.

For Real Estate Negotiation services performed by the CONSULTANT, actual cost based on cost per unit of work completed as specified in Section V-C, Exhibit A, Negotiation Parcel Fees not to exceed \$19,350.00.

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$25,350.00.

G) COMBINED REAL ESTATE CONTRACT COSTS

A.	Total Project Management (Specific Rate/Not to Exceed)	\$0
B.	Total Appraisal (Per Parcel/Sales Study/Contingency)	\$ 6,000.00
C.	Total Negotiations (Per Parcel/Nominal/Contingency)	\$19,350.00
D.	Total Relocation (Per Parcel/Contingency)	\$0

TOTAL CONTRACT DOLLARS \$ 25,350.00

Project ID 5020-05-21

Consultant: GJ Miesbauer and Associates, Inc.

CONTRACT BETWEEN

THE MUNICIPALITY OF The City of Mauston **(MUNICIPALITY),**

AND GJ Miesbauer and Associates, Inc. **(CONSULTANT).**

Project: 5020-05-23 Amendment #1

Termini: W. Grayside Ave and Division Street Intersection

Highway: STH 58 / 82

County: Juneau

The CONSULTANT Representative is Peter Miesbauer, whose work address/telephone number is:
PO Box 470, 137 West Main Street, Belleville, WI 53508
Phone: 608-424-3330 – Cell: 608-219-1197 Fax: 866-334-1949
Email: peter@gjmiesbauer.com

The MUNICIPALITY Representative is Nathan Thiel, whose work address/telephone number is:
303 Mansion Street, Mauston, WI 53948
Phone: 608-847-6676
Email: nthiel@mauston.com

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$ 20,800.00.

This contract will extend for the term of two years, Beginning on 03/27/2012 , Ending on 03/27/2014.

For the CONSULTANT

By: 

Title: Vice President, Owner

Date: 03/13/12

39-1957378
Social Security Number or FEIN

For the MUNICIPALITY of the City of Mauston

Authorized Official

Title

Date

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STANDARD PROVISIONS

I. SCOPE OF SERVICES

(1) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the MUNICIPALITY OF the City of Mauston (HEREON KNOWN AS MUNICIPALITY).

(2) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the current Real Estate Program Manual (MANUAL). The MUNICIPALITY shall provide copies of the appropriate Manual section to the CONSULTANT upon request.

(3) The CONSULTANT shall from time to time during the progress of the services confer with the MUNICIPALITY and shall prepare and present such information, studies, or reports as may be necessary or as may be requested by the MUNICIPALITY to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the MUNICIPALITY. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by the MUNICIPALITY required changes in the detail of the services.

4) Meetings may be scheduled at the request of the CONSULTANT or the MUNICIPALITY for the purpose of discussing and reviewing the services under this CONTRACT. Meetings may include a visit to the PROJECT site. Meeting schedules are to be coordinated with the MUNICIPALITY Representative.

II. PROSECUTION AND PROGRESS

A. GENERAL

(1) Services under this CONTRACT shall commence upon notification from the MUNICIPALITY to the CONSULTANT, which order will constitute authorization to proceed.

(2) The CONSULTANT shall complete the services under this CONTRACT within the specified time for completion. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the MUNICIPALITY in the event of a delay attributable to the MUNICIPALITY, or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.

(3) The CONSULTANT may notify the MUNICIPALITY in writing when the services have been completed. Upon the MUNICIPALITY subsequent determination that the services have satisfactorily been completed, the MUNICIPALITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed services.

(4) Unless the CONTRACT has been terminated prior to completion of the services, the CONTRACT shall not be considered terminated upon completion and acceptance of the services, or upon final payment, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections to the services as are necessary for correcting errors or omissions made by the CONSULTANT.

B. DELAYS AND EXTENSIONS

(1) Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documented increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustment.

(2) Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of this CONTRACT by the other party.

(3) The MUNICIPALITY reserves the right to reduce the remaining contract compensation by N/A for each business day (Saturday, Sunday, and Legal Holidays excluded) that the contracted service is late.

(NOTE: Item II (B)(3) is not applicable when FEDERAL dollars are used for real estate purposes.)

C. TERMINATION

(1) The MUNICIPALITY reserves the right to terminate all or part of this CONTRACT at any time with not less than ten days written notice to the CONSULTANT.

(2) In the event the CONTRACT is terminated by the MUNICIPALITY without fault on the part of the CONSULTANT, or by the CONSULTANT under II.B(2) above, the CONSULTANT shall be paid a prorated amount for the services rendered. The prorated amount shall be the same ratio to the total CONTRACT price as the percent of services completed or partially completed and delivered to the MUNICIPALITY, as determined by mutual agreement between the MUNICIPALITY and the CONSULTANT as a CONTRACT amendment.

(3) In the event the services of the CONSULTANT are terminated by the MUNICIPALITY for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value for the services rendered and delivered to the MUNICIPALITY up to the time of termination. The value of the services will be determined by the MUNICIPALITY.

(4) In the event of the death of any member or partner of the CONSULTANT'S firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the MUNICIPALITY and the survivors, in which case the CONSULTANT will be paid as set forth in II.C.(2) above.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

(1) The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the MUNICIPALITY.

(2) Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.

(3) No subcontracting or assignment of any services under this CONTRACT shall state, imply, intend, or be constructed to limit the legal liability of the CONSULTANT or the sub-consultant.

III. BASIS OF PAYMENT

(1) The CONSULTANT will be paid by the MUNICIPALITY for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, expenses, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT supplement. The CONSULTANT will not be compensated for poor or improper performance.

(2) The CONSULTANT shall submit detailed invoices not more often than once per month during the term of the CONTRACT, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the MUNICIPALITY within three months of completion of the CONTRACT. Final payment of any balance due to CONSULTANT will be made promptly after verification by the MUNICIPALITY, for completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the MUNICIPALITY. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.

(3) The MUNICIPALITY has the right to withhold any sum due and payable to the CONSULTANT under this CONTRACT, any amount the MUNICIPALITY determines the CONSULTANT owes the MUNICIPALITY, whether arising under this CONTRACT or under any other CONTRACT.

(4) The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the MUNICIPALITY, or WISCONSIN DEPARTMENT OF TRANSPORTATION, and FEDERAL HIGHWAY ADMINISTRATION (FHWA) during normal business hours in their respective offices for a period of five years following the financial closure of the project and final CONTRACT payment.

(5) If, in the CONSULTANT'S opinion, orders or instructions given by the MUNICIPALITY would require the discarding or redoing of services which were based upon earlier direction, approvals, or instructions given by the MUNICIPALITY, that would involve services not within the scope of services, the CONSULTANT must notify the MUNICIPALITY in writing if it desires extra compensation or a time extension. The MUNICIPALITY will review the CONSULTANT'S submittal, and if acceptable, approve a CONTRACT supplement.

IV MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF DOCUMENTS

At the option of the MUNICIPALITY and upon completion or termination of this CONTRACT all manuals, guides, written instructions, unused forms, books, information and documents furnished to the CONSULTANT by the MUNICIPALITY for performance of this CONTRACT or collected or prepared by the CONSULTANT in the performance of this CONTRACT shall be properly assembled, delivered, and become the property of the MUNICIPALITY. Documents collected or prepared by the CONSULTANT in the performance of this CONTRACT may be used without restriction by the MUNICIPALITY for any public purpose. Any such use shall be without compensation of liability to the CONSULTANT.

B. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the MUNICIPALITY shall have the right to annul this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

C. LEGAL RELATIONS

(1) The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

(2) In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the MUNICIPALITY, WISCONSIN DEPARTMENT OF TRANSPORTATION, or FHWA thereby, there shall be no personal liability upon the authorized representatives of the MUNICIPALITY, DEPARTMENT, and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.

(3) The CONSULTANT shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the CONSULTANT'S performance of the services under this CONTRACT.

(4) The CONSULTANT shall indemnify and save harmless the MUNICIPALITY, DEPARTMENT, and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence, errors or omissions of the CONSULTANT in conjunction with performance and completion of the services covered by this CONTRACT.

D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01(5)Wis. Stats., sexual orientation as defined in sec. 111.32(13m)Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship. Except with respect to sexual orientation, the CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

If there are federal funds on the project the "REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACT", State of Wisconsin/Department of Transportation, RE 1004 88 (Replaces RA 124) must be attached to the contract.

E. ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the MUNICIPALITY for any losses to or costs to repair or remedy as a result of the CONSULTANT'S negligent acts, errors, or omissions.

F. CONFLICT OF INTEREST

The CONSULTANT warrants it has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this CONTRACT. The CONSULTANT shall not employ any person currently employed by the MUNICIPALITY for any services included under the provisions of this CONTRACT.

G. DISADVANTAGED BUSINESS UTILIZATION

The CONSULTANT agrees to ensure that Disadvantaged Businesses as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT by the MUNICIPALITY or other such remedy as the MUNICIPALITY deems appropriate.

The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of services.

The CONSULTANT shall maintain records and document its performance under this item.

H. CONTINGENCY FEES

These fees allow flexibility for payment for services that go beyond the contracted scope of work and include such things as, additional parcels, changes required to previously accepted work because of project changes, meetings required by DOT for consultation beyond the scope of the contract and any other additional services needed. This does not include time or expense for correcting contractor errors or meetings requested by the contractor/agency to clarify the assignment.

A) CONSULTANT PROJECT MANAGEMENT

The CONSULTANT will provide a Real Estate Project Manager with sufficient experience and capability to provide a professional level of management and coordination of all the functional areas. Functional areas are defined as appraisal, negotiation, relocation, and lands management. This will include the responsibility to insure that all of these functional areas are accomplished according to the appropriate laws, statutes, codes, and policies. Beyond the defined functional areas, the project manager will provide the coordination, oversight, and leadership required to deliver the project in a professional, timely, and cost effective manner.

The CONSULTANT Project Manager will also be responsible for maintaining appropriate reports, spreadsheets, and will be the lead contact between the CONSULTANT FIRM and the MUNICIPALITY.

The CONSULTANT Project Manager will be the RECOMMENDATION AUTHORITY on all (non-contract) submittals to the MUNICIPALITY. These include, but are not limited to:

- Vouchers for all parcel payments
- Nominal value parcel reports
- Revised Offers
- Right of Way Certifications
- Rental agreements
- Administrative Revisions
- Jurisdictional Offers and Awards

The CONSULTANT Project Manager will ensure proper coordination is implemented and maintained between the CONSULTANT Real Estate staff and other MUNICIPALITY personnel such as railroads, utilities, design, and construction.

The CONSULTANT is responsible for the correctness, applicability, and implementation of all appropriate resources, staff, expenditures, documents, submittals, and any other activities related to real estate project management.

Tasks to be Completed for Project Management	Total Hours
Compensation for Project Management tasks is included in the negotiation fee	N/A

B) REAL ESTATE APPRAISAL

The CONSULTANT represents qualification by training and experience and is able to prepare and furnish to the MUNICIPALITY the desired appraisal reports in order to assist the MUNICIPALITY in determining present fair market value.

Total fee is based upon the cost worksheets attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented appraisals of the parcel(s) listed on Exhibit "A," attached.

The MUNICIPALITY shall furnish the CONSULTANT with parcel numbers, right of way plat sheets, legal descriptions, appraisal problem analysis sheets, and names and addresses of record owners (unless identified elsewhere in this contract), and construction plan data (when available) sufficient to identify the property and define the appraisal assignment. However, the CONSULTANT will assume responsibility for the completeness, accuracy or applicability of appraisal-type information, sales, or other data given to the CONSULTANT from whatever source.

Note: Any costs to obtain information, or estimates, that are desired, or required, in order to do a complete and professional appraisal must be included in the cost worksheets attached. (i.e., fixture appraisal, reasonable access study, cost to cure estimates, etc.).

The CONSULTANT will complete the assigned appraisals and submit for review and acceptance to the MUNICIPALITY on or before the dates listed in exhibit "A" attached hereto. Any extension of time must be expressly granted in writing by the MUNICIPALITY through a contract amendment. The MUNICIPALITY may not exercise a right to retain any portion of the CONSULTANT fee for matters only involving differences of professional opinion. Any matters not remedied promptly after proper notice is given, unless the time to comply is specifically extended, shall constitute a material breach of this contract.

It is agreed that the CONSULTANT shall be available to the MUNICIPALITY for pretrial conferences with counsel and the MUNICIPALITY for parcels contracted to appraise. If the need arises an amendment or separate contract will be negotiated.

It is also agreed that the CONSULTANT will be available to the MUNICIPALITY for court appearances and court testimony in its behalf on said properties. If the need arises an amendment or separate contract will be negotiated.

Payment for court appearances, and court testimony at the request of or in compliance with the legal process in behalf of adversary parties, not performed at the request or demand of the MUNICIPALITY, shall not be the obligation of the MUNICIPALITY.

The CONSULTANT shall apply the legal opinions and conclusions of law as given by the attorney for the MUNICIPALITY and shall use proper appraisal techniques, methods and analyses applicable, agrees to prepare the Appraisal Reports and Project Data Book, if applicable, in the approved formats to be provided by MUNICIPALITY as such formats are applicable and in accordance with all instructions provided. Exhibits "B" and "C" are attached hereto and made a part hereof as a reference summary for the CONSULTANT. The CONSULTANT also agrees to utilize the Certificate of Appraiser prescribed by the MUNICIPALITY. The legal opinions and conclusions of law given by the attorney will be fully set forth in the appraisal report.

EXHIBIT "B"

Appraisal Formats

This is a brief summary of WisDOT's accepted appraisal formats. For more detail see Chapter 2 of the Real Estate Program Manual (REPM), which can be accessed through the WisDOT consultant extranet web page. Go to www.dot.wisconsin.gov. Click the 'Doing business' link from the Main Topics grouping near center/top of page. Click 'Consultant extranet' link along far right lower side of page. Click on 'Creating ID/password.' Follow the directions for creating your ID/password.

Short Format Appraisal

A Short Format Appraisal report can be used for non-complex acquisitions where the acquisition is less than \$10,000. These types of acquisitions are considered nominal acquisitions and the corresponding appraisal used to acquire them is sometimes called the Short Format Appraisal. It is written in a short format style for convenience and to expedite the project.

Examples of non-complex acquisitions include:

- Whole or partial strip acquisitions < \$10,000.
- When damages do not result in a change of highest and best use.
- Parcels where damages to remaining land do not exceed \$5,000 and can be simply explained.
- Where the sales comparison approach can be used to determine fair market value, with only minor adjustments.
- Parcels that include minor outbuildings, wells, septic systems, driveways or items of landscaping or other improvements that can be valued by the cost approach; or, as in the case of landscaping, the contributory value method. (See Section 2.7 of the REPM for a discussion of special improvements.)
- Parcels that include vacant land or land with minor improvements and damages to the remainder can be measured by a cost to cure that is economically justified and does not result in betterment.

The purpose of the Short Format Appraisal is to provide the property owner a value estimate for non-complex acquisitions that have a value of \$10,000 or less, and a very brief summary of the value findings regarding the proposed acquisition supported by the appropriate level of market research, while at the same time avoiding excessive, unnecessary reporting documents.

All Short Format Appraisal reports must be supported by a Project Data Book (PDB) of sufficient market research to credibly report a value of the property being acquired.

The Short Format Appraisal may be used when owners are unwilling to sign a Waiver of Appraisal, if the parcel is non-complex and the value is less than \$10,000. The Short Format Appraisal may also be used when the parcel is non-complex and less than \$10,000 in value, but the region is facing a tight timeframe and needs to initiate the real estate process with an appraisal. However, if a property owner has serious doubts about the effect of the acquisition on the value of the remaining property, a standard before and after appraisal should be considered.

Standard Abbreviated Format

The Standard Abbreviated Format Appraisal is used in appraisal situations where the appraisal problem is too complex for a Short Format Appraisal, but does not require a Standard Detailed (Before & After) Appraisal. This is the most commonly used format for WisDOT acquisitions.

Examples include:

- Acquisition of entire property.
- Strip type acquisition where same unit value (i.e., dollars per acre or dollars per square foot apply to both the before and after valuations).
- Acquisition where part to be acquired could be sold as a “separate entity” and can be separately appraised.
- There are no damages to remaining property or damages are not substantial. A separate market analysis of after value is not required.

A complete narrative description of the property being appraised and a detailed analysis of value are required. A comprehensive after analysis is not required in the Abbreviated Standard Appraisal because there is either no remainder or there are no significant damages to the remainder.

Standard Before and After Format (Detailed Appraisal)

The Standard Before and After (or Detailed) Appraisal report is required when the appraisal problem is complex in nature and a complete detailed before and after appraisal is necessary. It is applicable to parcels classified as major or complex, both vacant and improved, in the real estate staffing matrix.

The Standard Before and After Appraisal is required in appraisal situations where damages to the remaining property are so substantial that a complete analysis of the after value is required in addition to the analysis of the before value. It is, in effect, two appraisals in one report. The contents of the standard appraisal report will depend upon the complexity of the appraisal problem.

A Standard Before and After Appraisal format must also be used when neither the Short Format Appraisal nor the Standard Abbreviated Format Appraisal are appropriate.

The following is a list of typical examples of complex acquisitions, where a standard before and after appraisal would be required:

- Appraisals that need more explanation than can be provided on the short format.
- Partial takes that cause significant damages or benefits to the remainder.
- Appraisals with cost to cures that are not obvious or economically justified.
- Partial takes that cause severance damage to land over \$5,000 for items such as access control, land locking, reduced size, irregular shape or where uneconomic remnants result.
- Partial takes that cause severance damage to improvements due to proximity, change of grade, reduced utility, etc.
- Acquisitions where the land value is not apparent from the initial analysis of the market.
- Special purpose properties.
- Properties that require a specialty report.
- Acquisitions that cause a change of highest and best use.
- Residential properties with unique features not normally found in the market.
- Commercial properties other than bare land with no damage to the remainder.
- Industrial properties other than bare land with no damage to the remainder.
- Transitional properties where highest and best use is changing.
- Properties with improvements not in harmony with the highest and best use of the land.
- Land only takings that include extensive or unique landscaping (i.e., trees, shrubs, walkways, etc.).
- Properties where the cost or income approach may be relied on or weighed heavily in the reconciliation.

EXHIBIT "C"

Project Data Book

An acceptable Project Data Book (PDB) will contain all comparable sales/rentals that are pertinent to the valuation of all subject properties contracted to appraise. All PDBs will contain the following at a minimum:

1. Scope of work description including jurisdictional exception rule, limiting conditions, definitions etc. for short format appraisals. The scope of work narrative should include a tabulation of the number and type of subject parcels to be appraised, the complexity of the acquisitions involved along with the type and extent of the market data researched to facilitate appraisal problem solutions.
2. Right of way project description.
3. Area and neighborhood data and analysis.
4. Summary tables of property types, grouped as appropriate by land size, property type, date of sale etc. If there will be appraisal waivers on project, the Project Data Book preparer is required to write a narrative conclusion regarding appropriate land values utilized for the nominal payment parcel report.
5. Individual sales data sheets for comparable sales with all required data related to appropriate units of comparison included. Data sheets should be grouped by property type (i.e., vacant land, single family residential, improved commercial etc.). Note: An allocation of the sales components can be part of a sales data sheet analysis or the appraiser may opt to allocate sales in the report itself. Care should be taken to maintain allocation consistency when using sales on different appraisals.
6. Sales location map(s).
7. Zoning information including zoning maps depicting all subject parcels on the project, if available, and the zoning ORD narrative for appropriate zoning designations only.

The following PDB items are considered required/optional depending on the project type and subject to parcel/comparable sale characteristics. Items would be those anticipated to come into play in solving the subject parcel appraisal problems. If, for example, data is anticipated to be used on only one or a few parcels on a project, the appraiser may opt to include the data in the addenda of the appraisal report.

One of the purposes of the PDB is to eliminate the need to replicate this information in the addenda and/or report boilerplate for Short Format Appraisals:

- Soils maps and pertinent data if data is useful in solving appraisal problems.
- Sewer/water, or other utility maps or data where units of comparison affect appraisal process.
- Comprehensive land use plans.
- Comparable rental data, if appropriate and available.
- Cost data, if anticipated to be used extensively on a project. Fencing cost data on large rural projects where fencing is being acquired extensively would be a good example.
- Flood plain maps and restrictions.
- Matched pair or other sales and physical or economic data useful in determining severance damages.
- Topographical maps of project and sale areas.
- Aerial maps of the project area.
- Other unique data on a project specific basis.

The PDB is considered a "living document" in that it can be added to and expanded during the course of a project. This will be especially true on larger projects that take months to complete where additional relevant comparable sales data becomes available as time passes. For this reason it is recommended that the appraiser utilize a loose-leaf type of document organization with a chapter/page numbering system to facilitate additions. The PDB should be organized so that needed data can be referenced easily.

C) REAL ESTATE NEGOTIATIONS

The CONSULTANT represents qualifications by training and experience that he/she is able to provide the MUNICIPALITY the desired negotiation services in order to assist the MUNICIPALITY in clearing the required right of way for the subject project.

The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented negotiation services. These services will be provided in conformance with the Wisconsin Department of Transportation Real Estate Program Manual (REPM), the Wisconsin Statutes, and other appropriate and pertinent state and federal laws, policies and guidelines described as responsibilities in this contract.

The CONSULTANT shall supply the individual parcel folders containing:

- Title Search Report
- Copy of Introductory/Brochure letter
- Original and Copy of Appraisal Report
- Approved Offering Price Report
- Negotiation Diary
- Closing Statement
- Offering Price Letter
- All other written correspondence between CONSULTANT and property owners.
- Typed Partial Release
- Property Inventory Report
- Property Owners Appraisal Guidelines
- Statement to the Construction Engineer
- Parcel Check List
- W-9 Form
- Legal Description for Acquisition Area

The CONSULTANT shall send an introduction/brochure letter and the "Rights of Landowners Under Wisconsin Eminent Domain Law" brochure to each parcel owner.

The MUNICIPALITY may meet with the CONSULTANT, prior to the initiation of negotiations, to review any file material pertinent to the acquisition process.

The MUNICIPALITY shall supply the CONSULTANT with the following as necessary:

- Construction Plans, Profiles & Cross Sections
- Design Study Report
- Right of Way Plats
- Title Search Reports

If Nominal Payment Parcels are to be negotiated as part of this contract, the MUNICIPALITY shall determine which parcels qualify as Nominal Parcels and identify such parcels on the Exhibit "A." The CONSULTANT will determine the potential Offering Prices for all Nominal Parcels and provide the MUNICIPALITY a completed report listing those Nominal values for review and approval. The CONSULTANT shall be responsible for the negotiation of those parcels identified as Nominal Payment Parcels on the Exhibit "A."

Any Appraisal Reports received from the property owners shall be handled in accordance with the REPM. The CONSULTANT shall submit a copy of the Appraisal Report along with a recommendation for payment or non-payment, to the MUNICIPALITY for review. When Revised Offers or Administrative Revisions are warranted due to errors, design changes, owner's counter offers, litigation protection or other reasons, the CONSULTANT shall attempt to secure a purchase agreement from the owner subject to approval by the MUNICIPALITY in the case of a minor adjustment. When a significant increase is involved the CONSULTANT shall set up a conference with the MUNICIPALITY to discuss the proposed settlement prior to making any commitments to the property owner. The CONSULTANT should be prepared to present a recommendation and justification by means of factual data available. In either event, the CONSULTANT will formally submit an Administrative Revision or a Revised Offer to the MUNICIPALITY for approval.

By the end of each month or as requested, the CONSULTANT shall submit to the MUNICIPALITY a progress report for that month's activities.

EXHIBIT "A"
Negotiation Parcels

Negotiator: Peter Miesbauer, GJ Miesbauer and Associates, Inc.					Date 02/23/12
Parcel Number	Owner	Relocation ¹	Complex Negotiation Special Requirements	Required Completion Date	Negotiation Fee
Project ID 5010-01-23 Amendment #1					
1	Chris. & Kimberly Pufahl			11/12	\$1,400
2	Jeffrey Martin		Nominal	11/12	\$950
3	Karla Petrowitz			11/12	\$1400
4	Onoka & Sharon Pufahl			11/12	\$1400
5	Robert & Nancy Cerney		Nominal	11/12	\$950
6	City of Mauston			11/12	\$1400
7	Vivian Clements			11/12	\$1400
9	Yee Vang		Nominal	11/12	\$950
98	WI Power & Light (Elec)		Utility	11/12	\$900
99	Wisconsin Power & Light (Gas)		Utility	11/12	\$900
100	Frontier Communications		Utility	11/12	\$900
NOMINAL VALUE DETERMINATION REPORT					\$500
TOTAL FEE					\$ 13,050
PROJECT ID 5020-05-23 Amendment #1			COUNTY: Juneau		

¹If this box is checked, you must confer with the MUNICIPALITY prior to beginning the negotiation assignment.

E) DELIVERABLE TIMELINES

Parcel delivery of the individual functional areas will be determined by the attached Exhibit "A" applicable to that effort as defined in the special provisions. Those Exhibit "A" deliverables must allow for sufficient time to meet the total parcel delivery. Total parcel delivery is required by the PS&E for which that parcel is needed. (See attached "Tasks Exhibit A").

**TASKS EXHIBIT "A"
Deliverable Schedule by PS&E Submittal**

<u>PROJECT</u>	<u>PARCELS REQUIRED</u>	<u>PS&E</u>	<u>LETTING</u>
5020-05-23 Amend. 1	5 appraisal parcels, 3 nominals, 3 utility parcels	11/1/12	3/12/13

F) BASIS OF PAYMENT

The CONSULTANT will be compensated by the MUNICIPALITY for services provided under this CONTRACT on the following basis:

Project ID: 5020-05-23 Amendment #1

For Real Estate Appraisal services performed by the CONSULTANT, actual cost based on cost per unit of work completed as specified in Section V-B, Exhibit A, Appraisal Parcel Fees not to exceed \$7,750.00.

For Real Estate Negotiation services performed by the CONSULTANT, actual cost based on cost per unit of work completed as specified in Section V-C, Exhibit A, Negotiation Parcel Fees not to exceed \$13,050.00.00.

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$20,800.00.

G) COMBINED REAL ESTATE CONTRACT COSTS

A.	Total Project Management (Specific Rate/Not to Exceed)	\$0
B.	Total Appraisal (Per Parcel/Sales Study/Contingency)	\$ 7,750.00
C.	Total Negotiations (Per Parcel/Nominal/Contingency)	\$13,050.00
D.	Total Relocation (Per Parcel/Contingency)	\$ 0

TOTAL CONTRACT DOLLARS **\$20,800.00**

Project ID 5020-05-23 Amendment #1

Consultant: GJ Miesbauer and Associates, Inc.

**CITY OF MAUSTON
ORDINANCE 2012-1051
ORDINANCE CREATING ALDERMANIC DISTRICTS AND IDENTIFYING COUNTY SUPERVISORY
DISTRICT BOUNDARIES**

The Mauston Common Council does hereby ordain as follows: Section 2.02, 2.03, and 2.04 of the Mauston Code of Ordinances are hereby repealed and recreated as follows:

2.02 Aldermanic Districts: The City shall be divided into seven aldermanic districts identified and located as follows:

- (1) **Aldermanic District #1** – Population 616. All of the following census blocks falling within the corporate limits of the City of Mauston, Juneau County, Wisconsin: 550571005002002, 550571005002050, 550571004002077, 550571004002078, 550571004002079, 550571004002085, 550571005003000, 550571005003001, 550571005003003, 550571005003007, 550571005003008, 550571005003009, 550571005003010, 550571005003011, 550571005003012, 550571005003013, 550571005003014, 550571005003015, 550571005003016, 550571005003017, 550571005003018, 550571005003019, 550571005003037, 550571004003042, 550571004003047, 550571004003048, 550571004003049, 550571005003056, 550571004004084, 550571004004085, 550571004004086, 550571004004089, 550571004004091, 550571004004095, 550571004004096, 550571004004097, 550571004004098, 550571004004099, 550571004004100, 550571004004101, 550571004004106, 550571004004107, 550571004004109, 550571004004110, and 550571004004112.
- (2) **Aldermanic District #2** – Population 643. All of the following census blocks falling within the corporate limits of the City of Mauston, Juneau County, Wisconsin: 550571005001000, 550571005001001, 550571005001002, 550571005001003, 550571005001004, 550571005001015, 550571005001023, 550571005001056, 550571005001057, 550571005001058, 550571005001059, 550571005001060, 550571005001061, 550571004002086, 550571004002087, 550571004002088, 550571005003002, 550571005003004, 550571005003005, 550571005003006, 550571005003026, 550571005003027, 550571005003028, 550571005003029, 550571005003030, 550571005003031, 550571005003032, 550571005003033, 550571005003034, 550571005003035, 550571005003036, 550571005003038, 550571005003039, 550571005003040, 550571005003041, 550571005003042, 550571005003043, 550571005003044, 550571005003045, 550571005003046, 550571005003047, 550571005003048, 550571005003049, 550571005003050, 550571005003051, 550571005003054, 550571005003055, 550571005003057, 550571005003058, and 550571005003059.
- (3) **Aldermanic District #3** – Population 636. All of the following census blocks falling within the corporate limits of the City of Mauston, Juneau County, Wisconsin: 550571005001026, 550571005001027, 550571005001028, 550571005001030, 550571005001031,

550571005001032, 550571005001034, 550571005001036, 550571005001037, 550571005001038, 550571005001039, 550571005001043, 550571005001045, 550571005001046, 550571005001049, 550571005001051, 550571005001052, 550571005001062, 550571005001063, 550571005001064, 550571005004025, 550571005004026, 550571005004027, 550571005004028, and 550571005004029

- (4) **Aldermanic District #4** – Population 629. All of the following census blocks falling within the corporate limits of the City of Mauston, Juneau County, Wisconsin: 550571005001009, 550571005001010, 550571005001011, 550571005001012, 550571005001013, 550571005001014, 550571005001016, 550571005001017, 550571005001018, 550571005001019, 550571005001020, 550571005001021, 550571005001022, 550571005001024, 550571005001025, 550571005001029, 550571005001033, 550571005004004, 550571005004007, 550571005004008, 550571005004010, 550571005004011, 550571005004012, 550571005004013, 550571005004017, 550571005004018, and 550571005004030.
- (5) **Aldermanic District #5** – Population 607. All of the following census blocks falling within the corporate limits of the City of Mauston, Juneau County, Wisconsin: 550571005002033, 550571005002034, 550571005002035, 550571005002049, 550571005004015, 550571005004016, 550571005004019, 550571005004020, 550571005004021, 550571005004022, 550571005004023, and 550571005004024.
- (6) **Aldermanic District #6** – Population 685. All of the following census blocks falling within the corporate limits of the City of Mauston, Juneau County, Wisconsin: 550571005002005, 550571005002018, 550571005002021, 550571005002022, 550571005002023, 550571005002024, 550571005002025, 550571005002030, 550571005002031, 550571005002032, 550571005002036, 550571005002043, 550571005002046, 550571005002047, 550571005002048, and 550571005004014.
- (7) **Aldermanic District #7** – Population 607. All of the following census blocks falling within the corporate limits of the City of Mauston, Juneau County, Wisconsin: 550571005001005, 550571005001006, 550571005001007, 550571005001008, 550571005002010, 550571005002011, 550571005002012, 550571005002013, 550571005002015, 550571005002026, 550571005002027, 550571005002028, 550571005002029, 550571005002044, 550571005002045, 550571005003020, 550571005003021, 550571005003022, 550571005003023, 550571005003024, 550571005003025, 550571005003052, 550571005003053, 550571005004000, 550571005004001, 550571005004002, 550571005004003, 550571005004005, 550571005004006, and 550571005004009.

2.03 Voting Districts: The seven aldermanic districts identified in Section 2.02 are voting districts for the City of Mauston.

2.04 Voting Wards: Because all aldermanic districts are within the County Supervisory District boundaries, no overlap of boundaries exists; therefore the creation of voting wards is not required.

Per Juneau County Ordinance #11-03, County Supervisory District boundaries within the City of Mauston are identified as follows:

- (1) **County Supervisory District #1** consists of Aldermanic District #6 and Aldermanic District #7
- (2) **County Supervisory District #2** consists of Aldermanic District #1 and Aldermanic District #2
- (3) **County Supervisory District #3** consists of Aldermanic District #4 and Aldermanic District #5
- (4) **County Supervisory District #4** consists of Aldermanic District #3

2.04 Election Years: Alderpersons serving even-numbered aldermanic districts shall be elected in spring election of even-numbered years. Alderpersons serving odd-numbered aldermanic districts shall be elected in spring election of odd-numbered years. The Mayor shall be elected in spring election of even-numbered years. The aldermanic districts enumerated in Section 2.02 shall become effective with the Spring General Election held in April 2012.

Brian T. McGuire, Mayor

ATTEST:

Nathan R. Thiel, City Administrator

Date of Readings: _____ and _____
Date of Adoption: _____
Votes: _____ ayes _____ nays _____ abstentions _____ absent
Date of Publication: _____