Council

08/28/12

OFFICIAL NOTICE OF MEETING
OF THE
MAUSTON COMMON COUNCIL
6:30PM
TUESDAY, AUGUST 28, 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 August 14, 2012, Meeting**
4. **Government Finance Officers Association Award Presentation – Mr. Brian Massey, GFOA Representative**
5. **Mayoral Proclamation Honoring June Firlus Years of Service and Retirement**
6. **Welcome to Community**
    a. **Taylor'd Nail Academy – 522E Highway 82 East, Mid-Towne Plaza**
    b. **Copper Rose – 220 North Union Street**
    c. **Crazy Daisy Photography – 207 East State Street**
7. **Gateway Avenue (aka Highway 82 East) Naming Contest Winner Recognition – Mr. Paul Coggins**
8. **Discussion and Action Regarding Temporary Picnic Beer License – St. Patrick's Fall Festival**
9. **Citizens Address to the Council**
10. **Public Works Committee Report**
    a. **Discussion and Action Regarding Sewer Rehab Project Change Order #2**
    b. **Discussion and Action Regarding Sewer Rehab Project Pay Request #4**
    c. **Discussion and Action Regarding Veterans Memorial Park Concession Stand/Bathroom Structure**
    d. **Director of Public Works Report**
    e. **Any Other Business Properly Brought Before the Council**
11. **Finance and Purchasing Committee Report**
    a. **Discussion and Action Regarding Vouchers**
    b. **Discussion and Action Regarding AT&T Cell Tower Agreement**
    c. **Any Other Business Properly Brought Before the Council**
12. **Health, Welfare, and Sustainability Committee Report**
    a. **Discussion and Action Regarding Resolution 2012-11 – Razing Buildings at 136 Wisconsin Street – Tax Parcel #29-251-539**
    b. **Any Other Business Properly Brought Before the Council**
13. **Plan Commission Report**
    a. **Discussion and Action Regarding Subdivision of Tax Parcel #29-251-1260**
    b. **Any Other Business Properly Brought Before the Council**
14. **Police Chief's Report**
15. **Mayor's Report**
    a. **Employee and Committee Appreciation Meal**
16. **Administrator's Report**

17. **Any Other Business Properly Brought Before the Council**
18. **Closed Session** Pursuant to Wisconsin State Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session
    a. **Land Transaction**
19. **Reconvene in Open Session**
20. **Possible Discussion and Action as Result of Closed Session**
21. **Adjourn**

OFFICIAL MINUTES OF MEETING
OF THE
MAUSTON COMMON COUNCIL
AUGUST 14, 2012

Call to Order/Roll Call The Mauston Common Council met in regular session on Tuesday, August 14, 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, Rick Noe, and Floyd Babcock. Also present were City Administrator Nathan Thiel, Director of Public Works Rob Nelson, City Attorney Rebecca Richards-Bria, and Administrative Assistant Diane Kropiwka.

Pledge of Allegiance Mayor McGuire led the pledge of allegiance.

Minutes Messer/May to approve the minutes of July 24 and July 31, 2012, meetings. Motion carried by voice vote.

Operator's License Babcock/Messer to approve a new operator's license for Melissa A. Korish. Motion carried by voice vote.

Temporary Picnic Beer License May/Noe to approve the temporary picnic beer license for the Mauston Fire Department on August 25 as part of the Prime Time Jimmy Kline Ride, waiving the fencing requirement.
Nielsen explained that wristbands would be required to make purchases, signage would limit consumption to the grassy areas of the park, there will be volunteer security/monitoring.
Motion carried by voice vote (four in favor, one abstention [Nielsen]).

Citizens Address to the Council Ms. Heather Nelson, 204 Genevieve Street, presented information and photographs regarding the condition of a neighboring property. She requested that the City take some type of action to have the property cleaned and the noise levels reduced.

Library Board Report Library Director Bridget Christensen summarized the summer programs and attendance. New this year was a craft day which saw both children and adult participation. Christensen also reported that Library Board member Jessica Bair had submitted her resignation from the board because the family is relocating.

Public Works Committee Report
Asphalt Crushing Noe/Babcock to award the asphalt crushing contract to Michaels Materials at a cost of approximately $130,000.
Noe stated the quote is based on a per ton figure and may vary slightly.
Motion carried unanimously by roll call vote.
Parker Drive Improvements tabled pending additional information
West Industrial Park Storm water Study Contract Amendment Noe/Babcock to approve amendment #2, increasing the contract price by $3,500. Motion carried unanimously by roll call vote.
Sewer Rehab Project Change Order Noe/Babcock to approve change order #2, decreasing the project cost by an additional $24,965. Motion carried by voice vote.
Sewer Rehab Project Pay Request Noe/Babcock to approve Visu-Sewer pay request #4 in the amount of $21,795.58. Motion carried unanimously by roll call vote.
West Industrial Park Contract B Pay Request Noe/Babcock to approve A-1 Excavating pay request #5 in the amount of $20,684.26. Motion carried unanimously by roll call vote.
Standby Power and Storage Building Pay Request Noe/Babcock to approve Eagle Construction pay requests #8 and #9 for a total of $11,590.27. Motion carried unanimously by roll call vote.

Director of Public Works Report
Mansion Street and Riverside Park Improvements Public Information Meeting Nelson turned the floor to John Langhans of MSA-Professional Services. Langhans summarized the information that was shared with the citizens and businesses that attended the meeting prior to the Council meeting.

Finance and Purchasing Committee Report
Vouchers May/Nielsen to approve vouchers in the amount of $361,869.22. Motion carried unanimously by roll call vote.

Administrator's Report
Highway 82 East Name Contest Thiel reported there were approximately 150 votes cast. The name receiving the highest ranking was Gateway Avenue. The first person to have submitted that suggestion was Paul Coggins.

Adjourn May/Babcock to adjourn. Motion carried by voice vote. Meeting adjourned at 7:20pm.

_____ _____
Nathan Thiel, City Administrator Date

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

May 23, 2012

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

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Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **City of Mauston, Wisconsin** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

For budgets including fiscal period 2010, over 1,289 entities received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving nearly 17,400 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

Mayoral Proclamation
August 28, 2012
Honoring June Firlus, Hatch Public Library Employee

***Whereas**, June began her library employment in 1973; before many of her patrons were even a twinkle in someone's eye.*

***Whereas**, June has successfully mastered all the skills necessary to provide excellent customer service: from card catalogs to Q-codes, dust jackets to e-books, mimeograph machines to scanners, and telephone party lines to Voice Over IP*

***Whereas**, June survived multiple library relocations and renovations, including fund raisers and book brigades.*

***Whereas**, June leaves behind a well-trained group of library volunteers who will continue with the many behind the scenes tasks that June has taken pride in accomplishing.*

***Whereas**, June worked at the library while fulfilling her true passion as wife, mother, grandmother, and church leader.*

***Whereas**, the most consistent part of June's work through the years has been her exemplary service to the public. Whether assisting a child with homework, helping a teenager research a term paper, acquainting a patron with the use of the internet, making photocopies for a visitor working on their family heritage, or discussing the latest novel with another avid reader; June has done it with a warm smile and caring attitude.*

***Now, therefore,** it is with gratitude and respect that I hereby set forth my hand, this 28th day of August, 2012, recognizing June Firlus for more than thirty-nine years of dedication and loyalty to the Mauston community. On behalf of the Mauston Common Council, the Hatch Public Library Board of Trustees, staff and citizens, I wish for you a long and well deserved retirement. June, you will be missed.*

_____

Brian T. McGuire, Mayor

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ 10 - Application Date: Aug 3, 2012

~~☒ Town~~ ☐ Village ☒ City of Mauston County of Juneau

The named organization applies for: *(check appropriate box(es).)*

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Sept 8, 2012 and ending Sept 9, 2012 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION *(check appropriate box)* ☐ Bona fide Club ☒ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name St. PATRICK'S PARRISH

(b) Address 401 MANSION ST., MAUSTON
(Street) ~~☒ Town~~ ☐ Village ☒ City

(c) Date organized 1901

(d) If corporation, give date of incorporation OCT 12, 2006

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President FATHER VALENTINE JOSEPH

Vice President

Secretary Jennifer LAURSEN

Treasurer Robert Penzkover

(g) Name and address of manager or person in charge of affair:
Fr. Valentine Joseph, 401 MANSION ST., Mauston, WI 53948

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 325-401 Mansion St.

(b) Lot Block

(c) Do premises occupy all or part of building? YES

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Parking Lot

3. NAME OF EVENT

(a) List name of the event St. Patrick's Fall Festival

(b) Dates of event Sept 8-9, 2012

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

St. Patrick Parish
(Name of Organization)

Officer [signature] 8/3/12
(Signature/date)

Officer [signature] 8/3/12
(Signature/date)

Officer *(Signature/date)*

Officer *(Signature/date)*

Date Filed with Clerk 8/3/12

Date Reported to Council or Board 8/28/12

Date Granted by Council

License No.

List of Bartenders for 2012 St. Pats Fall Festival

Soni Salm
Brian Fox
Therese Gunther
John Zindorf
Andy Crowley
Doug Tremain
Steve Leavitt
Jim Frisch
Dan May

PUBLIC WORKS COMMITTEE ITEMS

CHANGE ORDER NO. 2

Effective Date: _____

Owner: City of Mauston	Owner's Contract No.: ---
Project: 2011 Sewer Rehabilitation Project	Date of Contract: November 11, 2011
Contractor: Visu-Sewer, Inc.	Engineer's Project No.: 1076-145.040

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Clean up Change Order to modify the final Contract amount using actual quantities.

Net Change Order = ($24,965.00)

Attachments (list documents supporting change): Breakdown of change order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 222,544.00	Original Contract Times: Substantial Completion: April 15, 2012 Ready for Final Payment: April 30, 2012
Decrease from previously approved Change Order No. 1: $ (37,889.35)	Increase from previously approved Change Order No. 1: Substantial Completion: July 31, 2012 Ready for Final Payment: August 15, 2012
Contract Price prior to this Change Order: $ 184,654.65	Contract Times prior to this Change Order: Substantial Completion: July 31, 2012 Ready for Final Payment: August 15, 2012
Decrease of this Change Order: $ (24,965.00)	Increase of this Change Order: Substantial Completion: July 31, 2012 Ready for Final Payment: August 15, 2012
Contract Price incorporating this Change Order: $ 159,689.65	Contract Times with all approved Change Orders: Substantial Completion: July 31, 2012 Ready for Final Payment: August 15, 2012

PREPARED BY:	ACCEPTED:	REQUESTED:
Engineer: **Davy Engineering Co.**	Owner: **City of Mauston**	Contractor: **Visu-Sewer, Inc.**
By: _____	By: _____	By: _____
(Authorized Signature)	(Authorized Signature)	(Authorized Signature)
Date: 8/3/12	Date: _____	Date: 7/25/2012

Approved by Funding Agency: _____ Date: _____

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

	Application Period: 6/1/12 to 7/1/12	Application Date: 7/1/2012
To (Owner): City of Mauston	From (Contractor): Visu-Sewer	Via (Engineer): **Davy Engineering Co.**
Project: 2011 Sewer Rehabilitation and Replacement	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 1076-145.040

Approved Change Order Summary

Number	Additions	Deductions
1		-$37,889.35
2		-$24,965.00
TOTALS		-$62,854.35
NET CHANGE BY CHANGE ORDERS	-$62,854.35	

COST BREAKDOWN

1. ORIGINAL CONTRACT PRICE	$	**$222,544.00**
2. Net change by Change Orders	$	-$62,854.35
3. Current Contract Price (Line 1 ± 2)	$	**$159,689.65**
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	**$159,689.65**
5. RETAINAGE:		
a. X $159,689.65 Work Completed	$	
b. X _____ Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	**$159,689.65**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$137,894.07
8. AMOUNT DUE THIS APPLICATION	$	**$21,795.58**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Visu-Sewer, Inc.

By: [signature] Date: 7/29/2012

Payment of: $ 21,795.58
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] 8/2/12
Davy Engineering Co. Date

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
Owner Date

Approved by: _____ _____
Funding Agency (if applicable) Date

Visu-Sewer
Inspect. Maintain. Rehabilitate.

www.visu-sewer.com

CITY OF MAUSTON
303 MANSION STREET
MAUSTON, WI 53948-1329

INVOICE NUMBER: 23324
INVOICE DATE: 7/27/2012
(PAGE 1 OF 3)

ATTN: ROB NELSON
RE: 2011 SEWER REHABILITATION & REPLACEMENT PROJECT
PAY REQUEST NO. 4

CUSTOMER NO. 2084
JOB NO. 12008W

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED THIS PERIOD	COMPLETED TO DATE	AMOUNT
1	8" CIPP SEWER LINING	2,070	LF	28.00	-	1,769.00	49,532.00
2	12" CIPP SEWER LINING	292	LF	52.00	-	291.00	15,132.00
3	24" CIPP SEWER LINING	63	LF	300.00	DELETED PER CHANGE ORDER 1		
4	MANHOLE REHABILITATION	90	VF	150.00	-	39.60	5,940.00
5	REAM PROTRUDING TAPS	5	EA	500.00	-	3.00	1,500.00
6	RECONNECT LATERALS	22	EA	100.00	-	17.00	1,700.00
7	LATERAL/MAIN SEALS	22	EA	7,150.00	DELETED PER ADDENDUM		
8	ABANDON EXISTING SANITARY SEWER & MANHOLES	1	EA	13,500.00	-	1.00	13,500.00
9	TRAFFIC CONTROL	1	LS	15,000.00	-	1.00	15,000.00
10	BYPASS PUMPING	1	LS	5,000.00	-	1.00	5,000.00
11	LATERAL TELEVISING, DOCUMENTATION & REPORT	22	EA	400.00	DELETED PER CHANGE ORDER 2		
12	PRE LINER SPOT REPAIR & SURFACE RESTORATION, COMPLETE	3	EA	17,500.00	DELETED PER CHANGE ORDER 1		
ALT #3							
1	MANHOLE STRUCTURAL REHABILITATION	25	EA	500.00	26.25	26.25	13,125.00

Visu-Sewer
Inspect. Maintain. Rehabilitate.

www.visu-sewer.com

CITY OF MAUSTON
303 MANSION STREET
MAUSTON, WI 53948-1329

INVOICE NUMBER: 23324
INVOICE DATE: 7/27/2012

ATTN: ROB NELSON
RE: 2011 SEWER REHABILITATION & REPLACEMENT PROJECT
PAY REQUEST NO. 4

CUSTOMER NO. 2084
JOB NO. 12008W

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED THIS PERIOD	COMPLETED TO DATE	AMOUNT
	CHANGE ORDER NO. 1						
1	8" SDR 35 PVC	80	LF	56.00	-	80.00	4,480.00
2	10" SDR 35 PVC	77	LF	61.00	-	77.00	4,697.00
3	REMOVE & DISPOSE EXISTING MANHOLE	1	EA	1,500.00	-	1.00	1,500.00
4	MANHOLE	2	EA	3,500.00	-	2.00	7,000.00
5	CONNECT EXISTING MAINS	4	EA	550.00	-	4.00	2,200.00
6	BREAKER ROCK 18"	112	TON	15.50	-	112.00	1,736.00
7	AGGREGATE BASE COURSE 18"	180	TON	15.50	-	180.00	2,790.00
8	TRAFFIC CONTROL	1	EA	2,850.00	-	1.00	2,850.00
9	DEWATERING	1	EA	1,000.00	-	1.00	1,000.00
	FELT	97	LF	32.45	-	97.00	3,147.65
	RESIN	1,270	LB	2.35	-	1,270.00	2,984.50
	LABOR, EQUIP - WET OUT	5.5	HR	375.00	-	5.50	2,062.50
	LABOR, EQUIP - PIPE PREP & INSPECT	4	HR	350.00	-	4.00	1,400.00
	5% PROFIT	1	LS	1,413.00	1.00	1.00	1,413.00

Visu-Sewer
Inspect. Maintain. Rehabilitate.

www.visu-sewer.com

CITY OF MAUSTON
303 MANSION STREET
MAUSTON, WI 53948-1329

INVOICE NUMBER: 23324
INVOICE DATE: 7/27/2012
(PAGE 3 OF 3)

ATTN: ROB NELSON
RE: 2011 SEWER REHABILITATION & REPLACEMENT PROJECT
PAY REQUEST NO. 4

CUSTOMER NO. 2084
JOB NO. 12008W

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED THIS PERIOD	COMPLETED TO DATE	AMOUNT

TOTAL WORK COMPLETED	159,689.65
LESS 5% RETAINAGE	-
LESS PREVIOUS INVOICES	137,894.07
TOTAL AMOUNT DUE	21,795.58

PLEASE REMIT TO:

VISU-SEWER, INC.
P.O. BOX 804
PEWAUKEE, WI 53072-0804

DUE UPON RECEIPT OF INVOICE.
A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY BE CHARGED ON ALL PAST DUE ACCOUNTS.

Agenda 9-28-12

Discussion - Action on Moving forward

with Concession Stand / Bathroom Project

CITY OF MAUSTON
ATTN: ROB NELSON

RE: CONCESSION AT VETERANS MEMORIAL PARK

	EST.	DONATION	TOTAL
BLOCK WORK	20,695.00	1200.00	19,495.00
PLUMBING	17,928.45	2000.00	15,928.45
MATERIALS	29,127.47	10% = 2913.75	26,213.72
ELECTRIC	14,280.00	3000.00	11,280.00
WTL	19,966.00	3000.00	16,966.00
WEBSTER (STAINLESS)	1000.00	1000.00	—
TOTAL	$102,996.92	$13,113.75	$89,883.17

OPTIONS:

FLAT WORK 10,995.00

PARTITIONS (NOT INSTALLED) 3801.00
MAUSTON PLUMBING

89,883.17
+ 10,995.00
$100,848.17

HARTJE LUMBER, INC.

E4525A Schuette Rd.
P.O. Box 389
La Valle, WI 53941
PHONE: 608-985-7207 or 1-800-362-5898 FAX: 608-985-8299

FOR: CITY OF MAUSTON **DATE:** 08/14/2012

JOB DESCRIPTION:
PARK SHELTER

Estimated price subject to delivery within 30 days.
Terms_____
We agree to furnish only the items and grades specified below. This is an estimate only.
Not guaranteed to build or complete any specific job or contract. Clerical errors subject to correction.

NO.	QTY.	DESCRIPTION	UNIT PRICE	UOM	UNIT SUM	TOTALS
WRP00190	3	SILL SEAL 8" 50' ROLL	6.32	ROLL	$18.96	
TRT00570	4	2x8x14 SYP #2 RES. TREATED	11.47	PC.	$45.88	
TRT00580	4	2x8x16 SYP #2 RES. TREATED	13.25	PC.	$53.00	
	10	1/4"x3-1/2x2-1/2x4' ANGLE	29.75	EA.	$297.50	
	4	1/4"x3-1/2x2-1/2x5' ANGLE	37.19	EA.	$148.76	
	1	W8x10x8' I-BEAM	73.63	EA.	$73.63	
	2	W8x10x12' I-BEAM	207.57	EA.	$415.14	
TRT02650	17	6x6x10 SYP #2 WOL	21.87	PC.	$371.79	
HAN00570	17	KCBQ-66 Wet Anchor 6x6 w/screws	28.95	EA.	$492.15	
BOL01390	272	Zinc Lag Screw w/w 1/4"x2"	0.08	Ea.	$21.76	
BOL00570	34	Zinc Hex Bolt w/n&2w 5/8"x7"	1.80	Ea.	$61.20	
HAN00275	2	RT-16A HURRICANE ANCHOR	1.87	Ea.	$3.74	
HAN00276	2	RT-16A HURRICANE ANCHOR (50)	84.24	BX	$168.48	
	1	ROOF TRUSSES 28' 5/12	3,605.91	SET	$3,605.91	
TRT00400	4	2x4x8 #2 PP/RED PINE CA	3.57	PC.	$14.28	
SPF00070	145	2x4x16 SPF STD	5.96	PC.	$864.20	
SPF00100	8	2x6x8 SPF #2	4.26	PC.	$34.08	
SPF00110	6	2x6x10 SPF #2	5.72	PC.	$34.32	
SPF00130	4	2x6x14 SPF #2	7.46	PC.	$29.84	
SPF00140	13	2x6x16 SPF #2	9.15	PC.	$118.95	
SPF00150	4	2x6x18 SPF #2	10.94	PC.	$43.76	
SPF00160	14	2x6x20 SPF #2	12.15	PC.	$170.10	
ENG00500	336	9-1/2" MICRO-LAM	4.44	LN.FT	$1,491.84	
CDR00080	1	1x6x8' #3 RS CEDAR	8.97	EA.	$8.97	
CDR00110	1	1x6x14' #3 RS CEDAR	15.69	EA.	$15.69	
CDR00260	8	1x12x8' #3 RS CEDAR	21.74	EA.	$173.92	
CDR00270	6	1x12x10' #3 RS CEDAR	27.18	EA.	$163.08	
CDR00290	1	1x12x14' #3 RS CEDAR	38.05	EA.	$38.05	
RFG00890	22	ROOF EDGE 10' drip overhang 7/8"	4.98	Ea.	$109.56	
STL00170	71	Channeldrain 2000-17' COLORED	43.35	Pc.	$3,077.99	
STM00040	11	RIDGE CAP COLORED 20"x10'6"	23.91	Ea.	$263.01	
STL02320	71	VENTED OUTSIDE CLOSURE 36"	4.46	EA.	$316.66	
STM00050	8	RAKE & CORNER 10'	14.27	Ea.	$114.16	
STL00100	3	Channeldrain 2000-10' COLORED	25.50	Pc.	$76.50	
STL00120	6	Channeldrain 2000-12' COLORED	30.60	Pc.	$183.61	
STM00100	10	J FRAMING CLOS'R HEM	6.60	Ea.	$66.00	
STM00180	9	DOUBLE ANGLE- LARGE WHT	7.28	Ea.	$65.52	
RFG00920	6	SL-4 4" FASCIA COVER	9.73	EA	$58.38	
RFG00930	18	SL-6 6" FASCIA COVER	11.60	EA	$208.80	
					PAGE TOTAL	**$13,519.17**

HARTJE LUMBER,INC. (continued)

NO.	QTY.	DESCRIPTION	UNIT PRICE	UOM	UNIT SUM	TOTALS
RFG00980	24	RS REVERSIBLE FRIEZE MLDG	7.22	EA	$173.28	
RFG00910	36	SYS 3-16 VENTED SOFFIT PANEL	20.79	EA	$748.44	
RFG01060	1	SOFFIT/ TRIM NAILS COLORED 1 lb	10.42	BOX	$10.42	
SCR00071	8	#10x2" PAINTED/NEO	30.67	BAG	$245.36	
STLLI103	9	10'3"Channeldrain 2000 Liner Panel	23.05	EA.	$207.47	
STLLI123	12	12'3"Channeldrain 2000 Liner Panel	27.55	EA.	$330.60	
STLLI143	6	14'3"Channeldrain 2000 Liner Panel	32.05	EA.	$192.29	
STLLI203	31	20'3"Channeldrain 2000 Liner Panel	45.54	EA.	$1,411.79	
STM00100	50	J FRAMING CLOS'R HEM	6.60	Ea.	$330.00	
SCR00071	6	#10x2" PAINTED/NEO	30.67	BAG	$184.02	
	40	8"x16' LP SMARTSIDE	16.37	EA.	$654.80	
SHT00030	14	7/16" OSB SKID-RESIST	10.00	PC.	$140.00	
	1	4'x3'8" ROLL-UP DOOR	190.00	EA.	$190.00	
	1	4'x4'4" ROLL-UP DOOR	190.00	EA.	$190.00	
	2	10'x3'8" ROLL-UP DOOR	326.27	EA.	$652.54	
	5	3/0x6/8 HM INSUL/SILL/5-3/4" CLOSER PREP/HINGES/THRESHOLD	744.77	EA.	$3,723.85	
DOR01520	5	NORTON CLOSER EXT BRNZ	102.90	EA.	$514.50	
	3	SATURN LEVER AL SERIES LOCK 626	168.04	EA.	$504.12	
LOC00580	2	Schlage Dead Bolt 619	36.92	EA.	$73.84	
	2	PUSH & PULL STAINLESS	49.08	SET	$98.16	
SHT00270	5	3/4" PINE T&G UNDRLMNT	28.73	PC.	$143.65	
OHD00260	3	PVC OVERHEAD DOOR STOP 7'	6.26	EA.	$18.78	
	2	25" MARBLE TOP / APRON	117.26	EA.	$234.52	
	1	8' LAMINATE TOP ALLOWANCE	105.24	EA.	$105.24	
	2	36" GRAB BAR	30.89	EA.	$61.78	
	2	42" GRAB BAR	33.69	EA.	$67.38	
	1	BATHROOM PARTITION WALL PANEL	1,956.40	EA.	$1,956.40	
	1	NAILS & MISCELLANEOUS ALLOWANCE			$800.00	
INS00700	19	Blow-In Fiberglass Insul (109sf@R-19)	33.17	Bag	$630.23	
INS00710	19	Blower Rental per bag of Fiberglass	1.00	Bag	$19.00	
WRP00200	32	4' PROPER VENT (16" OR 24")	1.12	Ea.	$35.84	
					PAGE TOTAL	$14,648.30

	MATERIAL TOTAL	$28,167.47
LESS	10% DISCOUNT	$2,816.75
	TOTAL	$25,350.72

****

DELIVERY = $2.25 PER LOADED MILE PER LOAD

****

GUTTERS & DOWNSPOUTS 960.00

$ 26,310.72

Accepted_____20_____BY_____PER_____

NO TAX FIGURED.

ULTIMATE CONCRETE CONSTRUCTION, LLC

PROPOSAL AND ACCEPTANCE

Your Concrete Specialists

W5835 50th ct • Mauston, WI 53948

Joe Burns

608-347-7015

PROPOSAL SUBMITTED TO: WTL			Phone	Date July 31, 2012
Street			Job Name Park Shelter	
City	State	Zip Code	Job Location Mauston	
Architect		Date of Plans		Job Phone

We hereby submit specifications and estimates for

9' 4" High - 14 course block

Includes: - 60 - 8" Split face block corners
- **950 - 8" Regular split face block**
- **120 - 8" Split face bond beam**
- **860 - Smooth regular block**
- **1000 Feet 8" dura wall**
- **#5 Rebar**
- **2 - Cubes mortar**
- **20 - Bags portland**
- **Sand**
- **Anchor bolts**
- **2 - 11' I Beams**
- **1 - 7' I Beam**
- **2 - 5' I Beams**
- **10 - 4' - 3 X 3 1/2 Angle irons**

Total:$20,695.00

Estimated cost for donation $1,200.00

Option - 28' X 102' X 6" Poured concrete slab

Includes: - Footings & rebar

Total:$10,995.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Dollars $

Payment to be as follows:

50% Down 50% when complete

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurances.

Authorized Signature

Joe Burns

Note: This proposal may be withdrawn by us if not accepted within 30 **Days**

Acceptance of Proposal- **The above prices, specifications and conditions are satisfactory and herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.**

Signature

Date of Acceptance _____

Signature

Gray Electric

N4717 Hwy 12-16
Mauston, WI 53948
608-847-6209
www.GrayElectricLLC.com

Veteran's Park
Park Shelter
8-3-12

1. Install a 100 amp wire from the existing transformer to the concession area and install a SqD QO 100 amp breaker panel.
2. Light Fixture Package; 20 - florescent vandal resistant light fixtures, 2 – 8' florescent light fixtures, 5 – incandescent porcelain light fixtures, 2 – LED wall pack light fixtures, 4 – LED recessed light fixtures, and 1 – photocell control.
3. 6 – Light switches.
4. 26 – GFCI protected outlets.
5. 2 – Bathroom exhaust fans.
6. Water heater wired.

Material & Labor: $14,280.00

MAUSTON PLUMBING
89 N. UNION STREET
MAUSTON, WI 53948
608-847-6134

August 9, 2012

City of Mauston

RE: Concession Stand

We will:

1. Run sewer line to within 5 feet outside foundation wall,
2. Connect to water line at valve left by others,
3. Design plumbing plan and obtain state approval,
4. Do all drain, waste and vent with PVC,
5. Do all water piping with L copper or PEX,
6. Provide and install fixtures:
   a) Provide and install one (1) AO Smith 10-gallon electric water heater (to be placed on shelf provided by others),
   b) Provide and install two (2) Mansfield wall hung lavs with carriers and Moen faucets,
   c) Provide and install three (3) Kohler wall hung toilets with carriers and flush valves,
   d) Provide and install one (1) Kohler floor mount urinal with flush valve,
   e) Provide and install one (1) Dayton stainless steel kitchen sink with Moen faucet,
   f) Provide and install on (1) Schier grease trap,
   g) Provide and install up to six (6) floor drains,
7. All labor and materials are included.

Total Proposed **$ 17,928.45***

* No cabinets or counter tops are included.
* Electrical and carpentry work not included.
* No partitions or grab bars are included. Add - $3,801.00 material only.

Proposal submitted by:

Paul Brown — MP225776 — 8/9/12

Paul Brown — Date

Acceptance:

Name — Date

*See reverse side for additional information

FINANCE AND PURCHASING COMMITTEE ITEMS

Voucher report goes here

CITY OF MAUSTON

Annual Report of
City Financial Status
and Audit Results
to the Mayor and City Council

For the Year Ended
December 31, 2011

August 28, 2012

Prepared by:
Johnson Block & Company, Inc.
Certified Public Accountants

AUDIT OVERVIEW

- We have completed our audit of the City of Mauston for the year ended December 31, 2011, and will issue an unqualified opinion on the financial statements of the City. Our reports and the audited financial statements will be presented in a separate bound document.

- Our audit procedures included examining compliance with Federal and State awards programs and internal control as required by U.S. Office of Management and Budget Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations.

- The Housing Authority of the City of Mauston was audited by other auditors whose report has been furnished to us.

- The scope of our audit included all funds and activities of the City.

- We also prepared regulatory reports for 2011 that were filed with the Wisconsin Department of Revenue and the Wisconsin Public Service Commission.

- A separate audit communications document designed for the City Council will also be submitted, and should be read in conjunction with the audited financial statements.

2011 AUDIT EXIT CONFERENCE

Internal Control and Accounting Matters Discussed in Audit Communications Letter

Account Reconciliations

- During the audit, we recommended an excessive number of adjusting journal entries. Substantially all of the entries were to correct bookkeeping errors or to make accruals and other adjustments that should have been made by the accounting staff. We recommend that the City establish a formal monthly closing calendar including the recurring journal entries needed.

- Since the purpose of the City Council is to provide oversight and guidance to the City, information about the City's actual results of operations is critical to the Council's ability to make informed decisions. In order to make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts for cash, accounts receivable, accounts payable, and payroll liabilities to supporting documentation on a monthly basis. A benefit of monthly reconciliations is that errors do not accumulate, but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations.

- Timely reconciliations of cash accounts were completed during the year; however, variances were not resolved on a timely basis. We recommend timely reconciliations be performed as close to month end as possible and variances should be investigated. We suggest the staff perform reconciliation procedures in a timely manner and that management monitor the progress and accuracy of such reconciliations. Follow-up with computer software support may be necessary to ensure variances are cleared in a timely manner.

- The subsidiary ledger for special assessments is not reconciled to the general ledger. Possible overpayments and underpayments by residents may occur due to misposting of special assessment payments. Reconciliations should be performed monthly so that errors do not accumulate. In addition, working with computer support staff will ensure staff understand how the special assessment reporting module feeds into the general ledger software and ensure timely and accurate reconciliations

- A reconciliation of accounts receivable (utility, grants, and other accounts receivable) from the general ledger to the accounts receivable detail ledger (subsidiary ledger) should be prepared monthly to verify that the transactions recorded are accurate and that any adjustments or write-offs of accounts receivable have been approved. We recommend that a reconciliation of the detail (subsidiary ledgers) to the accounts receivable control be made at the end of each month and that any reconciling items be investigated and cleared promptly.

2011 AUDIT EXIT CONFERENCE

Internal Control and Accounting Matters Discussed in Audit Communications Letter (Continued)

Accounting System Design and Implementation

- During 2011, the City converted its general ledger and utility billing software to a system designed for and used by many other Wisconsin municipalities. This conversion was done to improve processing of day-to-day transactions and communication between City personnel and software support. We commend the City Council, Administration, and staff for making this conversion, as it appears to address some of the processing concerns we had noted during previous audits. We recommend the City continue to use the software's support staff to assist you in understanding your software capabilities and processing systems (cash receipting, cash reconciliation, check writing). This understanding will allow you to better perform the City's daily accounting transactions and make reconciliation of these transactions easier. The ending result will be accurate City accounting records.

- The City has numerous funds to account for the activities of the City. These funds need to be reconciled to ensure only activity required to be reported in the fund is recorded there and the transactions are recorded accurately. The risk management fund that is used to account for health insurance is not being reconciled. Reconciliations needs to be performed between what is paid for health insurance and what is being allocated to the other funds to ensure over allocation or under allocation of these expenses is not occurring. Consideration may be given to reducing or combining the number of funds used to account for the activity of the City to help minimize accounting errors

- It was noted during the audit that interest income was not allocated between funds. Any allocations between funds should be made monthly to make the accounting information as meaningful as possible on a fund by fund basis.

Custodial Credit Risk

- Our audit also revealed that, from time to time, the City's deposits with financial institutions exceed available FDIC insurance limits. We recommend consideration be given to obtaining deposit collateral or additional insurance from the affected financial institutions.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – 2011 GOVERNMENTAL FUNDS

	Major Funds						2010 Totals
	General	TIF Districts	Debt Service	Capital Projects	Nonmajor Funds	2011 Totals	(Memorandum Only)
Revenues:							
Property taxes	$ 1,354,995	$ 1,222,080	$ 287,153	$ -	$ -	$2,864,228	$ 2,553,564
Other local sources	272,432	104,054	-	-	102,466	478,952	540,530
Intergovernmental	1,654,119	8,610	-	427,084	568,814	2,658,627	2,719,555
Licenses and permits	51,398	-	-	-	-	51,398	62,755
Penalties and forfeitures	27,790	-	-	-	-	27,790	26,359
Public charges for services	351,915	-	-	-	45,033	396,948	355,472
Interest	43,510	21,105	-	-	14,545	79,160	107,813
Miscellaneous general revenues	63,621	-	-	-	23,342	86,963	95,315
Total revenues	3,819,780	1,355,849	287,153	427,084	754,200	6,644,066	6,461,363
Expenditures:							
Current:							
General government	555,962	-	-	-	-	555,962	557,179
Public safety	1,315,030	-	-	-	5,890	1,320,920	1,289,215
Public works	902,253	-	-	-	-	902,253	788,544
Culture and recreation	232,254	-	-	-	523,307	755,561	678,774
Conservation and development	49,404	1,858,583	-	-	363,518	2,271,505	1,062,530
Capital outlay	-	-	-	810,630	87,930	898,560	555,273
Debt service:							
Principal retirement	-	2,445,000	160,000	-	-	2,605,000	552,840
Interest and fiscal charges	-	151,176	127,153	-	-	278,329	288,155
Total expenditures	3,054,903	4,454,759	287,153	810,630	980,645	9,588,090	5,772,510
Excess (deficiency) of revenues over expenditures	764,877	(3,098,910)	-	(383,546)	(226,445)	(2,944,024)	688,853
Other financing sources (uses):							
Sale of municipal property	56,673	-	-	-	-	56,673	1,200
Proceeds of long-term debt	-	1,615,000	2,125,000	-	-	3,740,000	-
Principal retirement	-	-	(2,125,000)	-	-	(2,125,000)	-
Transfers in (out)	(447,344)	-	-	109,550	337,794	-	-
Total other financing sources (uses)	(390,671)	1,615,000	-	109,550	337,794	1,671,673	1,200
Excess (deficiency) of revenues over expenditures and other sources (uses)	374,206	(1,483,910)	-	(273,996)	111,349	(1,272,351)	690,053
Fund balance (deficit), January 1	2,310,343	(1,121,889)	-	(98,091)	1,312,838	2,403,201	1,336,642
Prior period adjustment	-	905,000	-	-	-	905,000	-
Fund balance (deficit), January 1, restated	2,310,343	(216,889)	-	(98,091)	1,312,838	3,308,201	1,713,148
Fund balance (deficit), December 31	$ 2,684,549	$ (1,700,799)	$ -	$ (372,087)	$ 1,424,187	$2,035,850	$ 2,403,201

*Extracted from 12/31/11 draft financial statements.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND

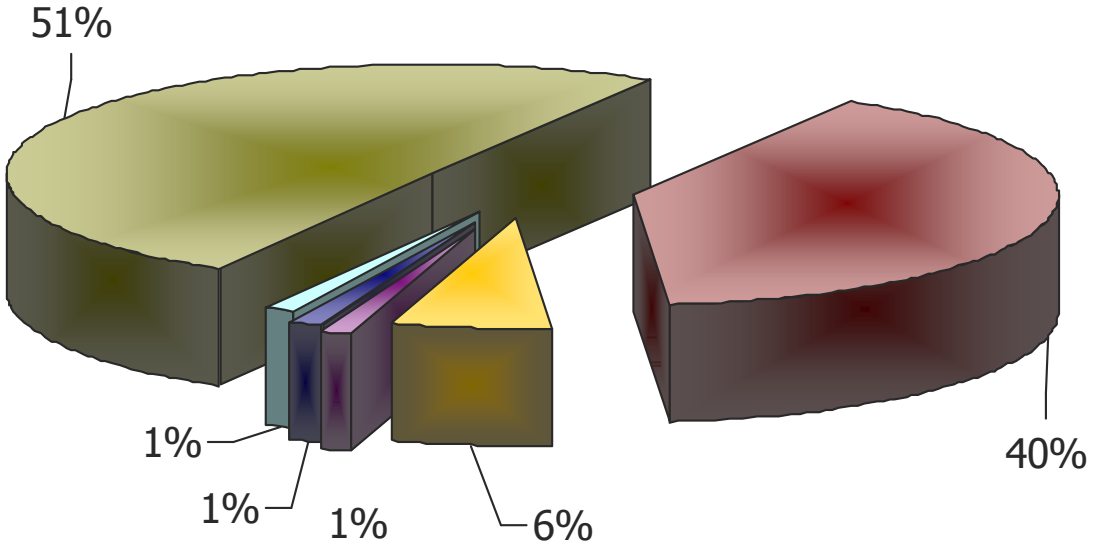
	2011			2010
	Original and Final Budget	Actual	Variance - Favorable (Unfavorable)	Actual Totals (Memorandum Only)
Revenues:				
Property taxes	$ 1,354,995	$ 1,354,995	$ -	$ 1,252,851
Other local sources	126,865	272,432	145,567	223,675
Intergovernmental	1,660,781	1,654,119	(6,662)	1,677,606
Licenses and permits	49,140	51,398	2,258	62,755
Penalties and forfeitures	29,000	27,790	(1,210)	26,359
Public charges for services	300,278	351,915	51,637	330,659
Interest	40,500	43,510	3,010	44,972
Miscellaneous general revenues	38,230	63,621	25,391	45,370
Total revenues	3,599,789	3,819,780	219,991	3,664,247
Expenditures:				
Current:				
General government	671,791	555,962	115,829	557,179
Public safety	1,328,101	1,315,030	13,071	1,283,371
Public works	867,904	902,253	(34,349)	788,544
Culture and recreation	218,471	232,254	(13,783)	199,177
Conservation and development	63,500	49,404	14,096	70,567
Capital outlay	13,000	-	13,000	-
Total expenditures	3,162,767	3,054,903	107,864	2,898,838
Excess (deficiency) of revenues over expenditures	437,022	764,877	327,855	765,409
Other financing sources (uses):				
Sale of city property	-	56,673	56,673	1,200
Transfers in (out)	(430,050)	(447,344)	(17,294)	(576,022)
Total other financing sources (uses)	(430,050)	(390,671)	39,379	(574,822)
Excess (deficiency) of revenues over expenditures and other sources (uses)	6,972	374,206	367,234	190,587
Fund balance, January 1	2,310,343	2,310,343	-	2,185,956
Prior period adjustment	-	-	-	(66,200)
Fund balance, January 1, restated	2,310,343	2,310,343	-	2,119,756
Fund balance, December 31	$ 2,317,315	$ 2,684,549	$ 367,234	$ 2,310,343

*Extracted from 12/31/11 draft financial statements.

GOVERNMENTAL 2011 FUND BALANCES

Nonspendable	
General Fund:	
Advances to TIF	$ 1,145,027
County and local streets	8,000
Prepaids	336
Total nonspendable fund balance	1,153,363
Restricted	
General Fund:	
Parkland dedication, Jaws of Life, and Economic Development	80,189
TIF District No. 3	237,698
Nonmajor funds:	
Wisconsin Development Fund	660,518
Community Development Block Grant Fund	344,526
Room Tax Fund	14,137
Library Fund	395,986
Shared Ride Taxi Fund	7,693
Other Grant Funds	270
Airport Fund	2,199
Total restricted fund balance	1,743,216
Unassigned	
General Fund	1,450,997
TIF District No. 2	(1,882,103)
Environmental Remediation TIF District No. 1	(56,394)
Capital Projects Fund	(372,087)
Nonmajor fund:	
Cemetery Fund	(1,142)
Total unassigned (deficit)	(860,729)
Total governmental fund balances	$ 2,035,850

GOVERNMENTAL FUNDS
2011 REVENUES



- Property Taxes and Other Local Sources ($3,343,180)
- Intergovernmental ($2,658,627)
- Public Charges for Services ($396,948)
- Licenses & Permits, Penalties & Forfeitures ($79,188)
- Miscellaneous Revenues ($86,963)
- Interest Income ($79,160)

OBSERVATIONS AND COMMENTS:

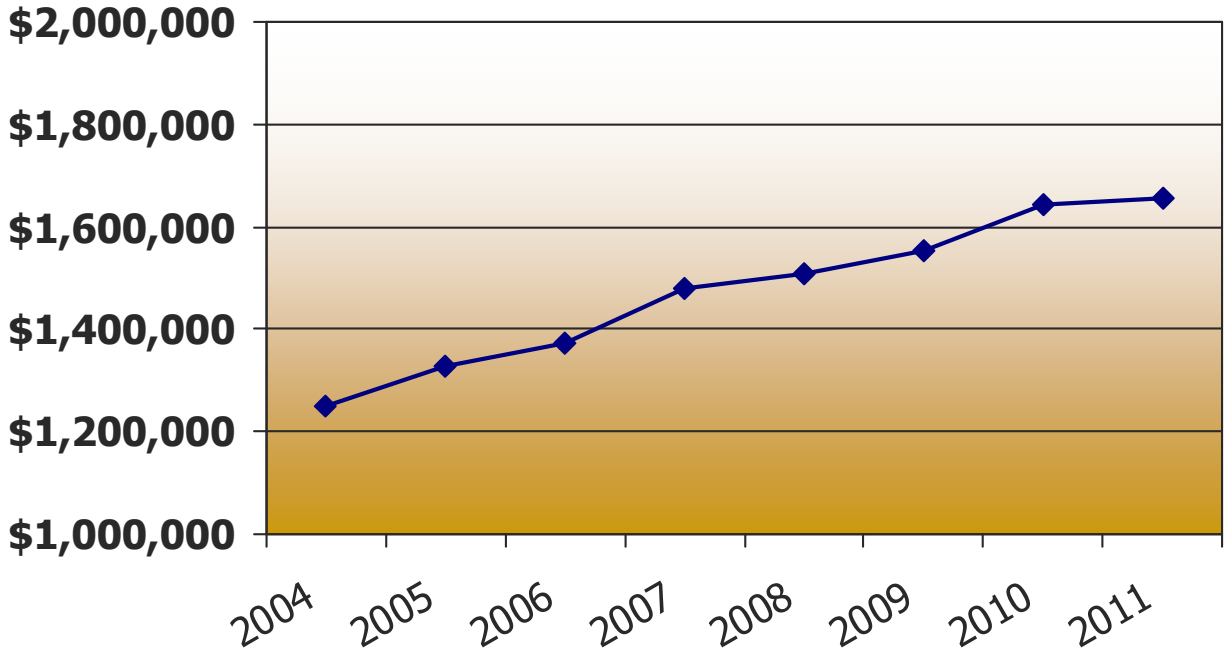
- Property taxes are collected in January and August.
- The most significant recurring intergovernmental revenues are:

Highway aids and CDBG grant	$ 361,989	Paid quarterly
Shared taxes	$ 1,127,511	Payable in July & November

- In 2011, the City received other intergovernmental aids for Wisconsin Development , Shared Ride Taxi, Library, CDBG, EDA and other grant funds.

SOURCE: EXTRACTED FROM EXHIBIT IV – 12/31/11 DRAFT FINANCIAL STATEMENTS

TREND IN PROPERTY TAX LEVY (EXCLUDING TIF)



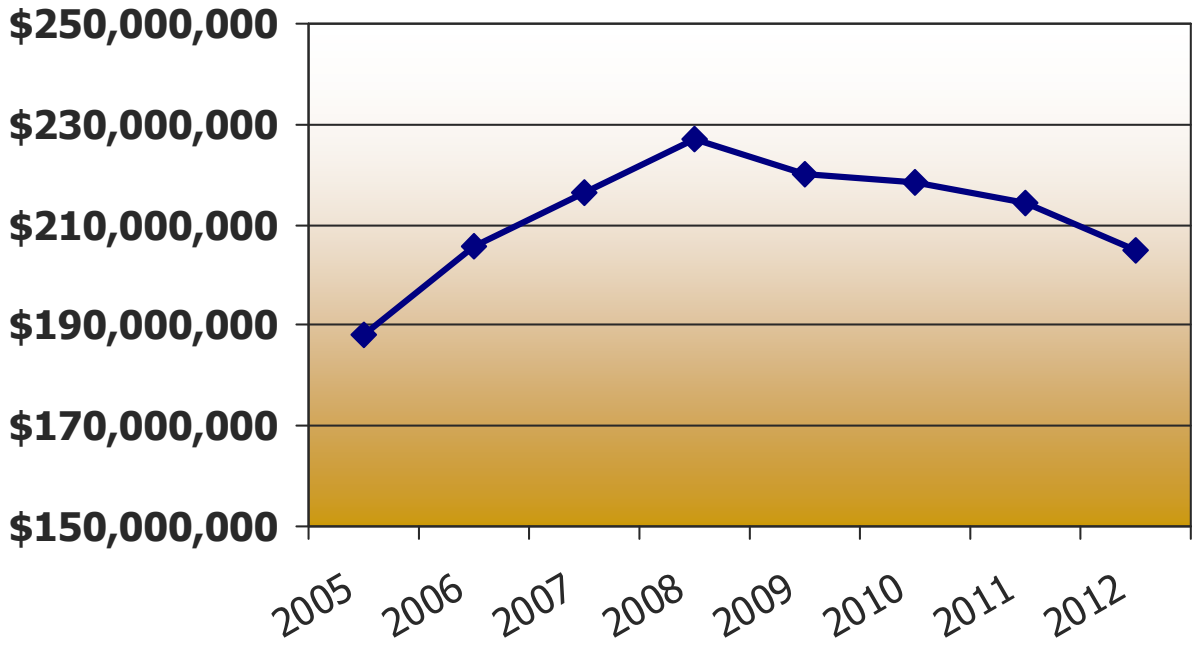
Property Tax Levy (Excludes TIF Increment)

2004	$ 1,249,006	2008	$ 1,508,161
2005	$ 1,327,887	2009	$ 1,551,661
2006	$ 1,371,348	2010	$ 1,642,148
2007	$ 1,478,589	2011	$ 1,654,169

OBSERVATIONS AND COMMENTS:

- In the eight years presented, the non-TIF tax levy has increased 32% overall.

TREND IN EQUALIZED VALUE OF PROPERTY



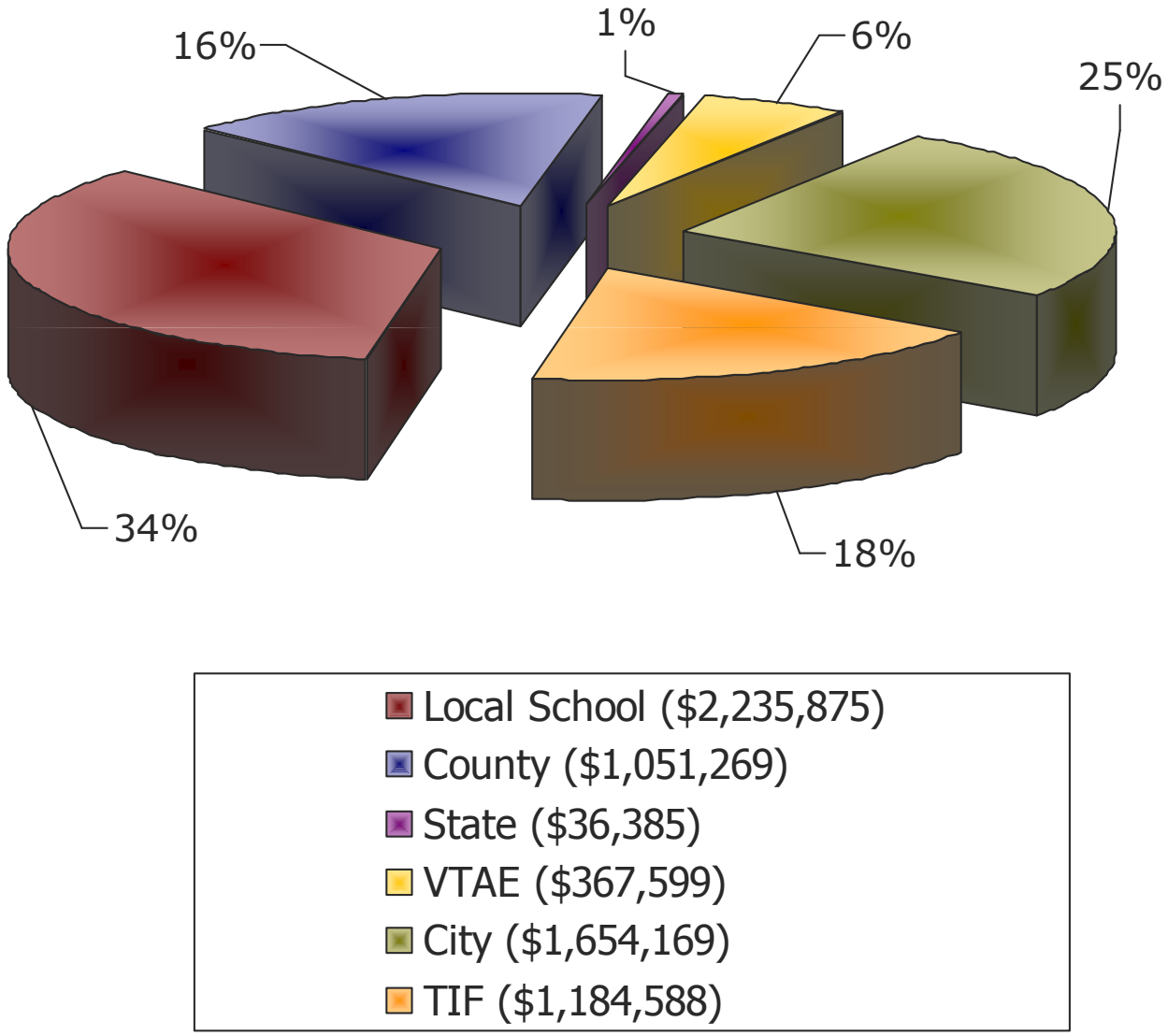
Total Equalized Value (Includes TIF Increment)

2005	$ 188,178,900	2009	$ 219,906,400
2006	$ 205,600,400	2010	$ 218,428,900
2007	$ 216,483,500	2011	$ 214,400,500
2008	$ 227,192,900	2012	$ 204,748,800

OBSERVATIONS AND COMMENTS:

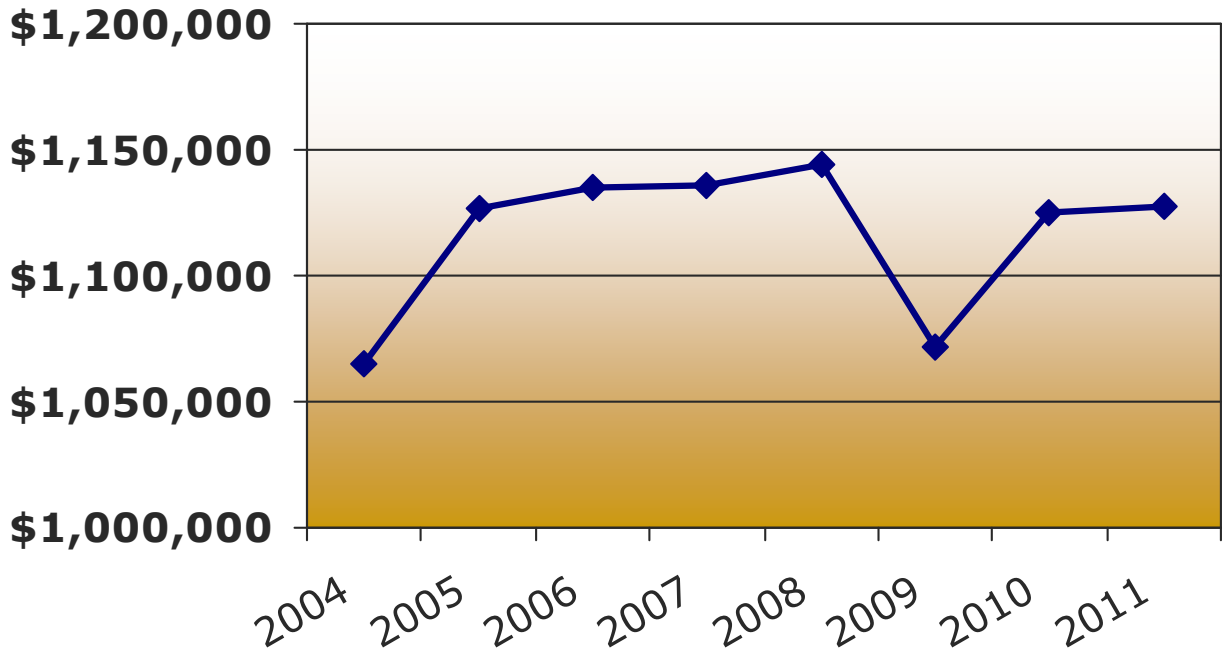
- The City's equalized property values have increased approximately 9% in the eight year period from 2005 through 2012.
- 2012 equalized property valuations were released in mid-August.
- Like other Wisconsin cities the size of Mauston, the City has experienced a decline in its equalized values since 2009 as a result of the economic downturn.

PROPERTY TAX ROLL
2011 TAX LEVY COLLECTED IN 2012



SOURCE: 2011 STATEMENT OF TAXES – JUNEAU COUNTY
FILED WITH WISCONSIN DEPARTMENT OF REVENUE

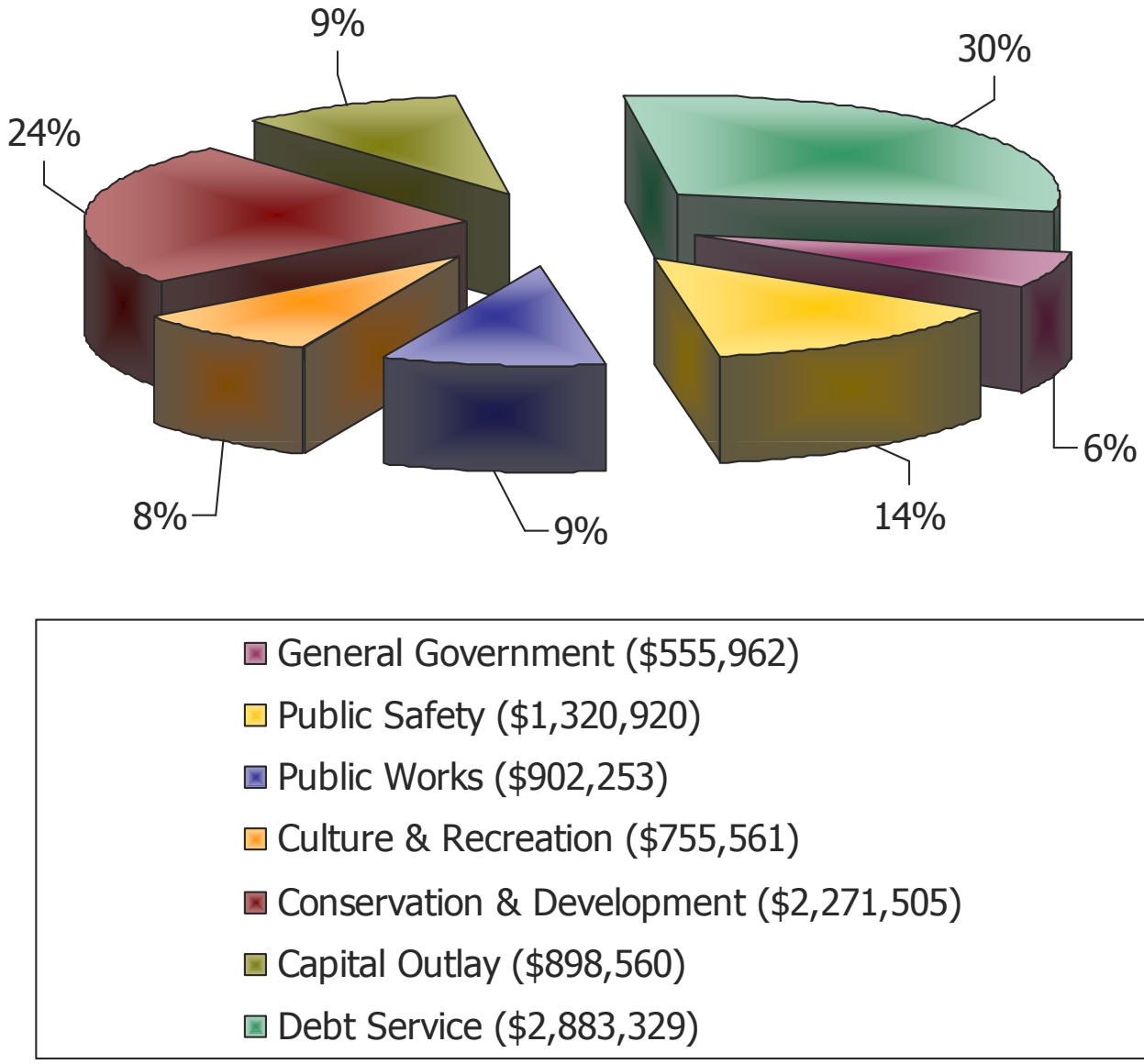
TREND IN SHARED REVENUES



Shared Revenues

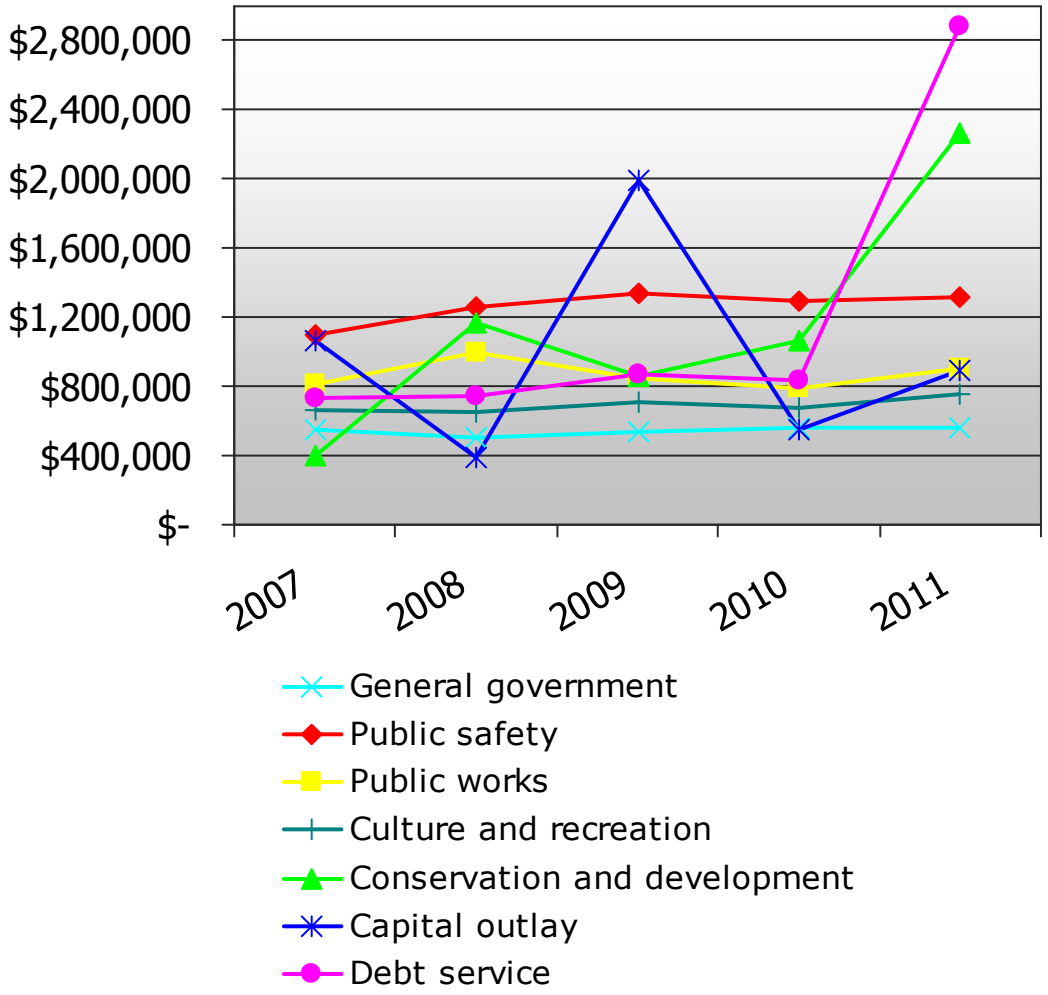
2004	$ 1,064,893	2008	$ 1,144,506
2005	$ 1,127,002	2009	$ 1,071,342
2006	$ 1,135,291	2010	$ 1,124,801
2007	$ 1,136,022	2011	$ 1,127,511

GOVERNMENTAL FUNDS
2011 EXPENDITURES



SOURCE: EXTRACTED FROM EXHIBIT IV – 12/31/11 DRAFT FINANCIAL STATEMENTS

FIVE-YEAR COMPARISON OF GOVERNMENTAL EXPENDITURES



	2007		2008		2009		2010		2011	
Expenditures:	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
General government	$ 551,849	10%	$ 498,757	9%	$ 539,064	8%	$ 557,179	10%	$ 555,962	6%
Public safety	1,103,562	21%	1,256,718	22%	1,345,192	19%	1,289,215	22%	1,320,920	14%
Public works	814,916	15%	1,001,744	18%	849,922	12%	788,544	14%	902,253	9%
Culture and recreation	663,639	12%	650,035	11%	707,608	10%	678,774	12%	755,561	8%
Conservation and development	405,694	8%	1,164,882	20%	860,521	12%	1,062,530	18%	2,271,505	24%
Capital outlay	1,069,071	20%	392,086	7%	1,992,637	28%	555,273	10%	898,560	9%
Debt service	732,159	14%	746,730	13%	867,378	12%	840,995	15%	2,883,329	30%
	$ 5,340,890	100%	$ 5,710,952	100%	$ 7,162,322	100%	$ 5,772,510	100%	$ 9,588,090	100%

SUMMARY OF TAX INCREMENTAL FINANCING DISTRICTS

- A summary of the cumulative status for the Tax Incremental Financing Districts as of December 31, 2011 is as follows:

	TID No. 2	TID No. 3
Revenues:		
Taxes	$ 2,957,029	$ 4,907,755
Special assessments	924,019	1,111,026
Intergovernmental	383,729	44,265
Proceeds on long-term debt	4,220,000	8,545,000
Sale of property	814,000	32,200
Interest income	219,737	270,778
Contribution from TIF District 3	410,294	-
Total revenues	$ 9,928,808	$ 14,911,024
Expenditures:		
Project costs	$ 7,384,298	$ 5,072,407
Repayment of long-term debt	3,410,000	7,115,000
Administration	87,513	69,949
Contribution to TIF District 2	-	410,294
Interest and fiscal charges	1,482,641	2,018,666
Total expenditures	$ 12,364,452	$ 14,686,316

	TID No. 2	TID No. 3
Valuations:		
Current value	$ 19,434,500	$ 31,547,300
Base	2,684,900	9,184,500
Increment	$ 16,749,600	$ 22,362,800

- Advances of $1,145,027 have been recorded in the General Fund, $530,000 in the Water Utility, and $460,000 in the Sewer Fund to reflect costs advanced on behalf of the Districts.

- The intent of the City is to recover these amounts from future TID surplus funds, if any, prior to termination of the districts. Unless terminated prior thereto, each TID has a statutory termination in the year 2022.

- The City amended the project plan for TID No. 3 to allow the allocation of positive tax increment to TID No. 2 in five annual installments beginning in 2010.

FINANCIAL HIGHLIGHTS
2011 PROPRIETARY FUNDS

	Major Funds			2010
	Water Utility	Sewer Fund	2011 Totals	Totals (Memorandum Only)
Operating revenues:				
Sales of water	$ 856,813	$ -	$ 856,813	$ 846,676
Sewerage service fees	-	1,098,725	1,098,725	1,040,966
Other operating revenues	28,196	43,073	71,269	59,713
Total operating revenues	885,009	1,141,798	2,026,807	1,947,355
Operating expenses:				
Operation and maintenance	381,085	495,770	876,855	1,016,345
Depreciation	217,049	400,899	617,948	574,337
Taxes	11,354	-	11,354	22,138
Total operating expenses	609,488	896,669	1,506,157	1,612,820
Operating income (loss)	275,521	245,129	520,650	334,535
Nonoperating revenues (expenses):				
Interest income	22,374	99,054	121,428	142,217
Interest on long-term debt	(142,765)	(300,014)	(442,779)	(374,725)
Amortization of debt discount	(4,491)	(4,841)	(9,332)	(13,395)
Total nonoperating revenues (expenses)	(124,882)	(205,801)	(330,683)	(245,903)
Net income (loss) before capital contributions and transfers	150,639	39,328	189,967	88,632
Customer capital contributions	725,036	633,124	1,358,160	34,614
Transfers - tax equivalent	(75,497)	(14,775)	(90,272)	(80,715)
Change in net assets	800,178	657,677	1,457,855	42,531
Net assets, January 1	6,329,549	8,893,592	15,223,141	15,180,610
Net assets, December 31	$ 7,129,727	$ 9,551,269	$ 16,680,996	$ 15,223,141

*Extracted from 12/31/11 draft financial statements.

CHANGES IN LONG-TERM OBLIGATIONS

- The following is a summary of long-term obligations:

	Balance 1/1/2011	Increases	Decreases	Balance 12/31/2011	Amounts Due Within One Year
Governmental Activities					
Bonds and notes payable:					
General obligation debt	$ 5,690,000	$3,740,000	$4,605,000	$ 4,825,000	$ 460,000
Total bonds and notes payable	5,690,000	3,740,000	4,605,000	4,825,000	460,000
Other liabilities:					
Vested employee benefits	84,031	26,455	-	110,486	-
Unfunded retirement liability	41,740	3,126	1,657	43,209	1,620
Mauston RDA note	905,000	-	125,000	780,000	125,000
Advance payable to Utilities	1,598,159	-	-	1,598,159	-
Total other liabilities	2,628,930	29,581	126,657	2,531,854	126,620
Total governmental activities - long-term liabilities	$ 8,318,930	$3,769,581	$4,731,657	$ 7,356,854	$ 586,620
Business-Type Activities					
Bonds and notes payable:					
General obligation debt	$ 685,000	$ 650,000	$ 685,000	$ 650,000	$ 35,000
Revenue bonds	11,010,686	-	278,084	10,732,602	286,531
Total business-type activities - long-term liabilities	$11,695,686	$ 650,000	$ 963,084	$11,382,602	$ 321,531

OBSERVATIONS AND COMMENTS:

- General obligation debt limitation totals $10,720,025; debt subject to limitation totals $5,475,000. The City has approximately 49% of its debt capacity remaining.

- Sewer Fund debt for the 2000 WWTP project is financed by the Wisconsin Clean Water Fund at 4.359%. The State of Wisconsin contributes approximately 56% towards this debt per contractual commitment.

Market: IL/WI
Cell Site Number: WI0344
Cell Site Name: Mauston
Fixed Asset Number: _____

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by _____, a _____ _____, having a mailing address of _____, _____ ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit** 1, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at _____, in the County of _____, State of _____ (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

(i) approximately 360 square feet including the air space above ~~such rooftop/basement/ground space~~, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii)is the "**Equipment Space**");

(iii) that certain space on the ~~building's rooftop and/or façades~~water tank, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the **"Premises."**

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the

Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant..

3. <u>TERM.</u>

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. <u>RENT</u>.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance ~~_____~~ One Thousand Two Hundred and No/100 Dollars ~~($_____.~~ ($1200.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by ~~seven and one-half~~fifteen percent (~~7½~~15 %) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars ($3,000,000) per occurrence and Six Million Dollars ($6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date, including the pre-existing tenant on the water tank. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not , nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

~~**[NOTE: Section 10 (c) should be removed if Landlord is the record owner of the property as shown on the deed. In that case, the 2 exhibits referenced in that section should also be removed.]**~~

~~(c) Landlord represents, warrants and agrees that: (i) Landlord controls the Property by that certain lease between Landlord and the owner of the Property ("Owner") attached hereto as **Exhibit 10c(i)** along with all amendments thereto (the "Ground Lease"); (ii) to the best of Landlord's knowledge, neither Owner nor Landlord is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) that during the Term, Landlord will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Tenant without the prior written consent of Tenant; and (iii) Landlord shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default under or cause the Ground Lease to be terminated. Within thirty (30) days after the Effective Date, Landlord agrees to provide Tenant a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as **Exhibit 10c(iii)** executed by Landlord and Owner.~~

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, $500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to he Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be

responsible for the replacement of any trees, shrubs or other vegetation. Tenant agrees to provide a five thousand dollar bond ($5,000.00) for the removal of the Premises should the site become abandoned.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes

beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ___; Cell Site Name: ___ (**add state abbreviation**)
Fixed Asset No.: _____
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: ___; Cell Site Name: ___ (**add state abbreviation**)
Fixed Asset No.: _____
15 East Midland Ave.
Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: _____
_____
_____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective

as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the ~~Communication Facility~~Premises or any portion thereof. The ~~Communication Facility~~Premises shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the ~~Communication Facility~~Premises from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant

and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #_____; Cell Site Name: _____(**add state abbreviation**)
Fixed Asset No: _____
5405 Windward Parkway
Alpharetta, GA 30004

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. <u>SALE OF PROPERTY.</u>

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9
vi. Completed and Signed AT&T Payment Direction Form
vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall

reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address .

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"**LANDLORD**"

_____

By: _____
Print Name: _____
Its: _____
Date: _____, 2012

"**TENANT**"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Dennis Klein
Its: Area Manager, Real Estate & Construction
Date: _____, 2012

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2012, before me personally appeared Dennis Klein, and acknowledged under oath that he/she is the Area Manager, Real Estate & Construction of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2012 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 2012, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

_____
Notary Public
Print Name: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 2012, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Structure Lease Agreement dated _____, 2012, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10c(i)

GROUND LEASE

[FOLLOWS ON NEXT PAGE]

EXHIBIT 10c(iii)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

Cell Site No: _____
Cell Site Name: _____
Fixed Asset Number: _____
State: _____
County: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”), dated as of the date below, by and among _____ having an address at _____ (hereinafter called "**Ground Lessor**") and _____, a _____ [corporation/limited liability company] having its principal office/residing at _____ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter called "**Tenant**").

W I T N E S S E T H :

WHEREAS, Ground Lessor and Landlord have entered into a lease agreement (the "**Over Lease**"), dated _____, 20__ covering property more fully described on **Exhibit 1** attached hereto and made a part hereof, upon property having a street address of _____, identified as Tax Map ___, Lot _____, being in the City/Town of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises (as hereinafter defined); and

WHEREAS, Tenant has entered into a certain lease dated _____, 20___ (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 2** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Over Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Over Lease.

2. In the event the Over Lease is terminated or expires or Ground Lessor succeeds to the interest of Landlord or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Ground Lessor (and its/their heirs, distributes and assigns) and Tenant; (b) Ground Lessor agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; and (c) Ground Lessor and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after any such event, Ground Lessor and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Ground Lessor succeeded to the interest of Landlord; provided, however, that Ground Lessor will not be personally liable for any act or omission of any prior landlord (including Landlord).

3. Ground Lessor understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Ground Lessor will acquire no interest in any equipment, trade fixtures and/or other property installed by Tenant on the Property or Premises. Ground Lessor hereby expressly waives any interest which Ground Lessor may have or acquire with respect to such equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Ground Lessor hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Ground Lessor,**" when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Ground Lessor, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the _____ day of _____, 2012.

LANDLORD: _____

By: _____
Name: _____
Title: _____
Date: _____,2012_____

TENANT: New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Dennis Klein
Title: Area Manager, Real Estate & Construction
Date: _____, 2012_____

GROUND LESSOR: _____

By: _____
Name: _____
Title: _____
Date: _____, 2012_____

LANDLORD ACKNOWLEDGMENT

FOR LIMITED LIABILITY COMPANY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, as the _____ (title) of _____, a _____ limited liability company, on behalf of the limited liability company.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

GROUND LESSOR ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

TENANT

FOR LIMITED LIABILITY COMPANY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, as the _____ (title) of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1
(Property)

EXHIBIT 2
(Premises)

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T
FA# ____; Site# ____; Site Name: _____

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

_____
Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by:
SAC NAME
SAC FIRM
FIRM ADDRESS
CITY, STATE ZIP

Return to:
_____
_____

Re: Cell Site #"_____; Cell Site Name: _____
Fixed Asset Number: _____
State: _____
County: _____

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2012, by and between _____, a _____, having a mailing address of _____ (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 20___, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"**LANDLORD**"

_____

By: _____
Print Name: _____
Its: _____
Date: _____, 2012

"**TENANT**"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Dennis Klein
Its: Area Manager, Real Estate & Construction
Date: _____, 2012

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2012, before me personally appeared Dennis Klein, and acknowledged under oath that he/she is the Area Manager, Real Estate & Construction of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2012 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 2012, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

_____
Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 2012, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _____ of _____

to the Memorandum of Lease dated _____, 2012, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:
New Cingular Wireless PCS, LLC
Attn: _____
_____
_____
_____

Cell Site No: _____
Cell Site Name: _____
Fixed Asset Number:_____
State: _____
County: _____

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATIONA, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "**Tenant**").

W I T N E S S E T H :

WHEREAS, Tenant has entered into a certain lease dated _____ _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ ($_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

(a) personally liable for any act or omission of any prior landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: _____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____, 2012_____

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Dennis Klein
Title: Area Manager, Real Estate & Construction
Date: _____, 2012_____

MORTGAGEE: _____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____, 2012_____

LANDLORD (INDIVIDUAL)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD (PARTNERSHIP)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, partner on behalf of _____, a _____ partnership, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____[name of representative], the _____[title] of the corporation, ( ) who is personally known OR ( ) who has produced _____as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 2012, before me personally appeared Dennis Klein, who acknowledged under oath that he/she is the Area Manager, Real Estate & Construction of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2012 by _____ [name of representative] the _____[title] of _____[name of banking institution], a _____ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

HEALTH, WELFARE AND SUSTAINABILITY COMMITTEE ITEMS

Resolution No. 2012-11

RAZING OF BUILDINGS AT 136 WISCONSIN STREET

WHEREAS, the City Building Inspector and the various consultants have inspected the property at 136 Wisconsin Street and have determined that the house and garage are dangerous, unsafe, unsanitary and otherwise unfit for human habitation, occupancy and use; and have determined that it is unreasonable to repair the same; submitted their written reports to the Common Council; and have recommended that these buildings be razed pursuant to Sec. 66.0413 of the Wisconsin Statutes;

WHEREFORE, upon Motion duly made, seconded and carried, the Common Council for the City of Mauston passed the following Resolution during its regular meeting on_____, 2012:

BE IT RESOLVED that the house and garage located on the real estate described below shall be razed pursuant to Sec. 66.0413 Wis. Stats.; that the Mayor is hereby authorized and directed to execute a Notice and Order to Raze said buildings, and to serve the same upon the owner(s) thereof and upon the holder(s) of any encumbrance thereon; that the owner(s) be given _____ days within which to raze said buildings; and that if the owner(s) fails or refuses to raze said buildings within the time prescribed, the City Building Inspector shall cause the buildings to be razed and shall cause the cost thereof to be charged against the real estate upon which such buildings are located and the same shall be a lien upon such real estate and shall be assessed and collected as a special tax; and that if the owner(s) fail to pay such tax, the City may pursue collection thereof from the owner(s) pursuant to 74.53 (1)(b) Wis. Stats.

Mailing Address of Buildings: 136 Wisconsin Street, Mauston, Wisconsin, 53948

Legal Description of Buildings: Lots 2 and 3 of Block 1 of Edward's Addition to the City of Mauston, Juneau County, Wisconsin, except the East 50 feet thereof.

Tax Parcel No.: 29-251-539

APPROVED:

_____

Brian T. McGuire, Mayor

ATTEST:

_____

Nathan Thiel, City Administrator

Resolution No. 2012-11

RAZING OF BUILDINGS AT 136 WISCONSIN STREET

WHEREAS, the City Building Inspector and the various consultants have inspected the property at 136 Wisconsin Street and have determined that the house and garage are dangerous, unsafe, unsanitary and otherwise unfit for human habitation, occupancy and use; and have determined that it is unreasonable to repair the same; submitted their written reports to the Common Council; and have recommended that these buildings be razed pursuant to Sec. 66.0413 of the Wisconsin Statutes;

WHEREFORE, upon Motion duly made, seconded and carried, the Common Council for the City of Mauston passed the following Resolution during its regular meeting on_____, 2012:

BE IT RESOLVED that the house and garage located on the real estate described below shall be razed pursuant to Sec. 66.0413 Wis. Stats.; that the Mayor is hereby authorized and directed to execute a Notice and Order to Raze said buildings, and to serve the same upon the owner(s) thereof and upon the holder(s) of any encumbrance thereon; that the owner(s) be given _____ days within which to raze said buildings; and that if the owner(s) fails or refuses to raze said buildings within the time prescribed, the City Building Inspector shall cause the buildings to be razed and shall cause the cost thereof to be charged against the real estate upon which such buildings are located and the same shall be a lien upon such real estate and shall be assessed and collected as a special tax; and that if the owner(s) fail to pay such tax, the City may pursue collection thereof from the owner(s) pursuant to 74.53 (1)(b) Wis. Stats.

Mailing Address of Buildings: 136 Wisconsin Street, Mauston, Wisconsin, 53948

Legal Description of Buildings: Lots 2 and 3 of Block 1 of Edward's Addition to the City of Mauston, Juneau County, Wisconsin, except the East 50 feet thereof.

Tax Parcel No.: 29-251-539

APPROVED:

_____

Brian T. McGuire, Mayor

ATTEST:

_____

Nathan Thiel, City Administrator

COPY

NOTICE AND ORDER TO RAZE BUILDING

TO: Jeffrey L. Sr. or Sue A. Hanson
W7957 Wells Road
Mauston, WI 53948

PLEASE TAKE NOTICE that, pursuant to Sec. 66.0413 of the Wisconsin Statutes, the Common Council for the City of Mauston has passed a Resolution (a copy of which is attached hereto) requiring that the buildings situated on the following-described real estate and having the following-described mailing address, shall be razed within _____ days of receipt of this Notice, to-wit:

Mailing Address of Building: 136 Wisconsin Street

Legal Description of Building: Lots 2 and 3 of Block 1 of Edward's Addition to the City of Mauston, Juneau County, Wisconsin, except the East 50 feet thereof.

Tax Parcel No.: 29251 CMA 539

WHEREFORE, IT IS HEREBY ORDERED, that the owners shall raze said buildings or cause it to be razed within _____ days after service of this Order; and

IT IS FURTHER ORDERED, that the owner's failure or refusal to raze said buildings within the time prescribed will cause the City of Mauston to contract with a private person to raze said building, with the cost of such razing to be charged against the real estate upon which the building is located, and said cost shall be a lien upon such real estate and shall be assessed and collected as a special tax; and

IT IS FURTHER ORDERED, that the owner has _____days after the service of this Notice within which to remove any and all personal property and/or fixtures from said buildings, and in the event that the owner fails to remove said personal property and/or fixtures, the City of Mauston may store the same, may sell the same, or if the personal property and/or fixtures have no appreciable value, may destroy the same, all pursuant to Sec. 66.0413(1)(i) of the Wisconsin Statutes.

IT IS FURTHER ORDERED, that a copy of this Order shall be recorded with the Juneau County Register of Deeds, pursuant to Sec. 66.0413(e) Wis. Stats.

CITY OF MAUSTON

By:_____
Brian T. McGuire, Mayor

COPY

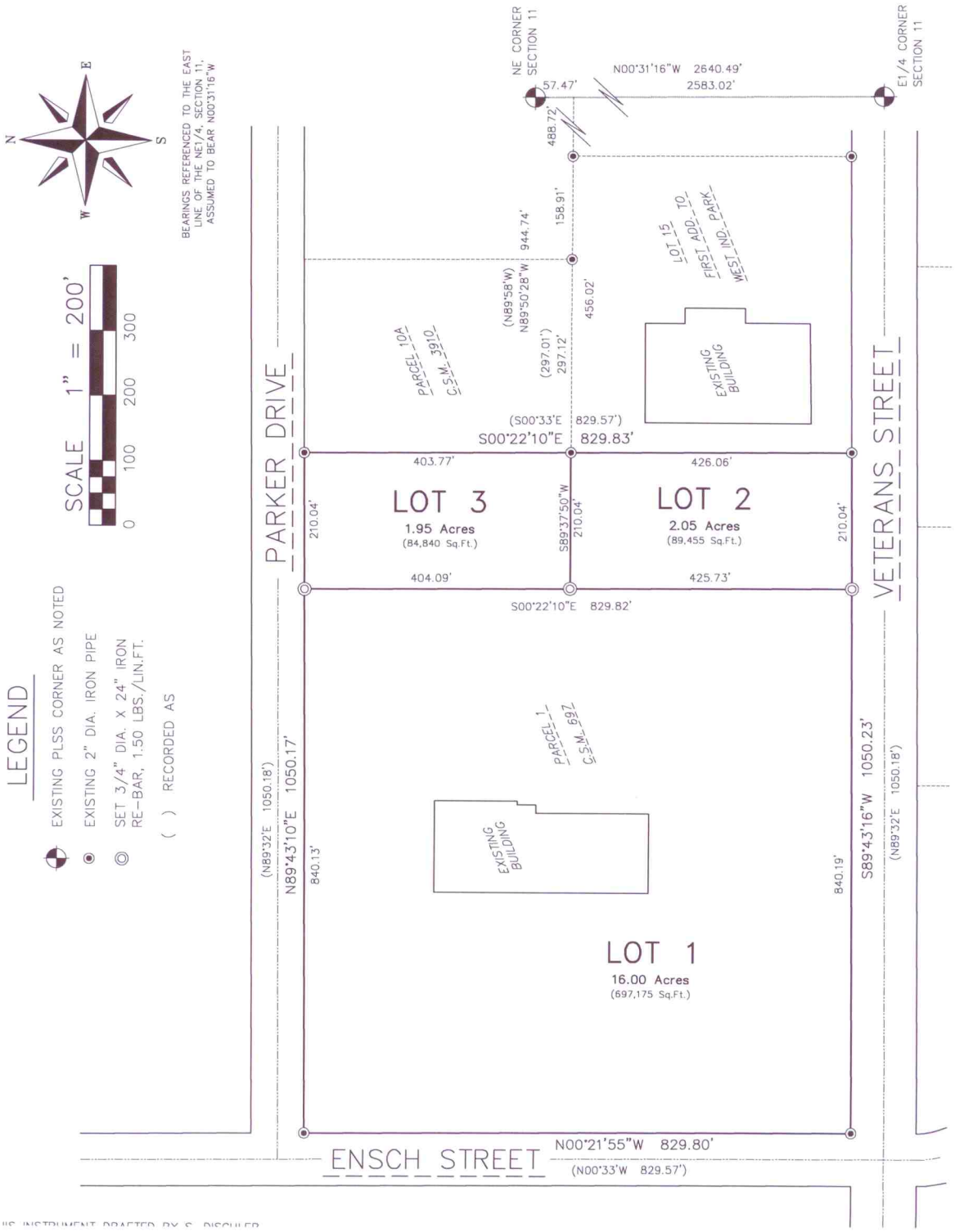
PLAN COMMISSION ITEMS

vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
400 Viking Drive P.O. 379, Reedsburg, Wisconsin 53959
Phone: (608) 524-6468 Fax: (608) 524-8218

JUNEAU COUNTY CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 1, JUNEAU COUNTY CERTIFIED SURVEY MAP NUMBER 697, LOCATED IN THE NE1/4 OF THE NE1/4 AND THE NW1/4 OF THE NE1/4, SECTION 11 AND IN THE SE1/4 OF THE SE1/4 AND THE SW1/4 OF THE SE1/4, SECTION 2, T15N, R3E, CITY OF MAUSTON, JUNEAU COUNTY, WISCONSIN.

OWNER: PARKER–HANNIFIN CORP.
1040 PARKER DRIVE
MAUSTON, WI 53948



THIS INSTRUMENT DRAFTED BY S. DISCHLER

SURVEYOR'S CERTIFICATE

I, Scott F. Dischler, Wisconsin Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land being all of Parcel 1, Juneau County Certified Survey Map Number 697, located in the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 11 and in the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 2, Town 15 North, Range 3 East, City of Mauston, Juneau County, Wisconsin, described as follows:

Parcel 1, Juneau County Certified Survey Map Number 697

Containing 20.00 acres more or less.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey and land division by the direction of the Parker-Hannifin Corporation, owner of said lands, according to the description furnished.

That I have fully complied with the requirements of Chapter 236.34 of the Wisconsin State Statutes and the City of Mauston Subdivision Regulations.

Dated this _____day of _____, 2012.

_____

Scott F. Dischler, RLS-2605
Vierbicher Associates, Inc.

CORPORATE OWNER'S CERTIFICATE

Parker-Hannifin, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat. Parker-Hannifin, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: City of Mauston.

IN WITNESS WHEREOF, the said Parker-Hannifin Corp. has caused these presents to be signed by _____, its Manager, at Mauston Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 2012.

In the presence of: Parker-Hannifin Corp.

_____ _____

_____, Manager

STATE OF WISCONSIN)
SAUK COUNTY) SS

Personally came before me this _____ day of _____, 2012, _____, Manager of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Manager of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____

Notary Public, _____, Wisconsin

My commission expires _____.

CITY OF MAUSTON COMMON COUNCIL RESOLUTION

Resolved, that this Certified Survey in the NE 1/4 of the NE 1/4 and the NW 1/4 of the NW 1/4 of Section 11 and in the SE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 2, T15N, R3E, City of Mauston, Parker-Hannifin., owner, is hereby approved by the City of Mauston Common Council.

Date _____ Signed _____

Brian McGuire, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Mauston.

Date _____ Signed _____

Nathan Thiel, Administrator\City Clerk

PFC

8/23/12

Mauston Police Department

Arrests & Citations by Officer (Type)

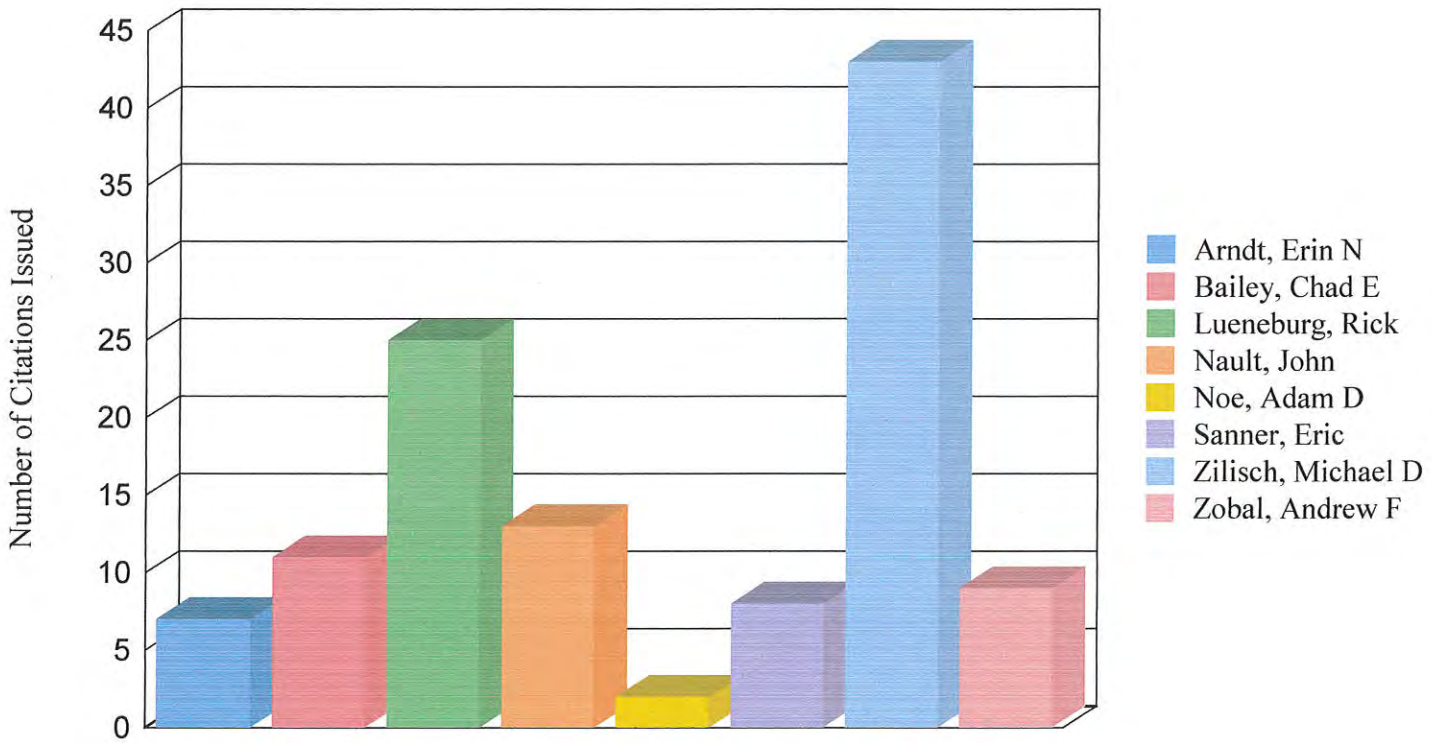
Arrest/Issue Date: 07/01/2012 through 07/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total

JULY

Arrests and Citations (by Officer)



Mauston Police Department

Arrests & Citations by Officer (Type)

Arrest/Issue Date: 07/01/2012 through 07/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Arndt, Erin N				
	Citation - Traffic			
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	4
		346.57(2)	Failure To Keep Vehicle Under Control	1
		347.43(1)	OPERATE MOTOR VEHICLE W/O SAFETY GLASS	1
		347.485(1)(am)	Operate Cycle W/ Passenger W/O Headgear	1
				7
Bailey, Chad E				
	Arrest - State			
		51.15(12)	Emergency Detention	1
		947.01(1)	Domestic/D.C.	1
		Probation/Hold	Probation Hold	2
				4
	Citation - Municipal			
		17.402(1)	Building Permit Procedure	3
				3
	Citation - Traffic			
		343.44(1)(a)	Operating After Suspension (4th+)	2
		344.62(1)	Operate Motor Vehicle w/o Insurance	2
				4
Lueneburg, Rick				
	Arrest - State			
		51.15(12)	Emergency Detention	1
		940.02(2)(a)	First Deg Reck Hom Ctrl Subst	3
		946.49(1)(a)	Bail Jumping	1
		947.01(1)	Domestic/D.C.	1
		968.09(1)	Warr. On Fail. To Appear	1
		Probation/Hold	Probation Hold	1
		Warrant	Arrested On Warrant	3
				11
	Citation - Traffic			
		343.05(3)(a)	Operate W/O Valid License	1
		343.44(1)(a)	Operating After Suspension	1
		344.62(1)	Operate Motor Vehicle w/o Insurance	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	2
		346.57(4)(e)	Speeding On City Highway (16-19 Mph)	1
		346.57(4)(f)	Speeding In Outlying District (11-15 Mph)	2
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	5
		347.48(2m)(d)	Ride In Vehicle W/O Wearing Seat Belt	1
				14
Nault, John				
	Arrest - State			
		943.01(1)	Criminal Damage To Property	2
		943.20(1)(a)	Theft	1
		943.24 (1)	Issue Worthless Checks	2
		943.38(1)	Forgery	1
		961.41(3g)(e)	Possess Thc (Marijuana)	1
		961.573	Poss Drug Paraphernalia	1

Mauston Police Department

Arrests & Citations by Officer (Type)

Arrest/Issue Date: 07/01/2012 through 07/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Nault, John				
				8
	Citation - Municipal			
		11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=$2500)	1
		11-943.61	THEFT OF LIBRARY MATERIAL	2
		12.45(7)	Prohibit keeping noisy or vicious animals	1
		943.24(1)	ISSUE WORTHLESS CHECKS	1
				5
Noe, Adam D				
	Arrest - State			
		940.31(1)(a)	Kidnapping	1
				1
	Citation - Traffic			
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	1
				1
Sanner, Eric				
	Arrest - State			
		946.49(1)(a)	Bail Jumping	1
				1
	Citation - Traffic			
		341.03(1)	OPERATE AFTER REV/SUSP OF REGISTRATION	1
		343.07(1g)(a)1	Operate Motor Vehicle By Permittee W/O Instructor	1
		343.44(1)(a)	Operating After Suspension (4th+)	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
		346.57(2)	Unreasonable And Imprudent Speed	1
		346.63(1) (a)	OPERATING WHILE UNDER THE INFLUENCE (3RD)	1
		346.935(1)	Drink Open Intoxicants In Mv-Driver	1
				7
Zilisch, Michael D				
	Arrest - State			
		51.15(12)	Emergency Detention	1
		943.24 (1)	Issue Worthless Checks	1
		947.01	Disorderly Conduct	1
		947.013	Harrass/Intim Intentional	1
		947.013 (1)(a&b	Harassment	1
		948.07(2)	Child Enticement Prostitution	1
				6
	Citation - Municipal			
		11-943.14	Trespass to Dwellings	1
		11-943.20	Theft-Movable Property <=$2500	1
		346.04(1)	FAIL/OBEY TRAFFIC OFFICER SIGN/SIGNAL	1
		943.24(1)	ISSUE WORTHLESS CHECKS	1
				4
	Citation - Traffic			
		341.04(2)	Improper Registration Of Other Vehicle	1
		343.44(1)(a)	Operating After Suspension (4th+)	4
		343.44(1)(b)	OPERATING WHILE REVOKED (FORFEITURE)	1
		344.62(1)	Operate Motor Vehicle w/o Insurance	7

Mauston Police Department

Arrests & Citations by Officer (Type)

Arrest/Issue Date: 07/01/2012 through 07/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Zilisch, Michael D				
	Citation - Traffic			
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	4
		346.18(3)	Fail/Yield Right/Way From Stop Sign	2
		346.57(2)	Failure To Keep Vehicle Under Control	1
		346.57(4)(e)	Speeding On City Highway (30-34 Mph)	7
		346.68	Hit And Run-Unattended Vehicle	1
		346.70(1)	Failure To Notify Police Of Accident	1
		346.87	Unsafe Backing Of Vehicle	2
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	1
		347.48(2m)(d)	Ride In Vehicle W/O Wearing Seat Belt	1
				33
Zobal, Andrew F				
	Citation - Municipal			
		943.24(1)	ISSUE WORTHLESS CHECKS	4
				4
	Citation - Traffic			
		343.44(1)(a)	Operating After Suspension (4th+)	1
		344.62(1)	Operate Motor Vehicle w/o Insurance	2
		346.68	Hit And Run-Unattended Vehicle	1
		346.89(1)	Inattentive Driving	1
				5
			GRAND TOTAL:	**118**

Mauston Police Department

Arrests & Citations & Warnings by Day of Week (All)

Arrest/Issue Date: 07/01/2012 through 07/31/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
11-943.14	Trespass to Dwellings	**1**	0	1	0	0	0	0	0
11-943.20	Theft-Movable Property <=$2500	**1**	0	1	0	0	0	0	0
11-943.50	RETAIL THEFT-INTENTIONALLY	**1**	0	0	1	0	0	0	0
11-943.61	THEFT OF LIBRARY MATERIAL	**2**	0	2	0	0	0	0	0
12.45(7)	Prohibit keeping noisy or vicious animals	**1**	0	0	0	0	0	1	0
17.402(1)	Building Permit Procedure	**3**	0	0	0	0	0	0	3
341.03(1)	OPERATE AFTER REV/SUSP OF	**1**	0	0	1	0	0	0	0
341.04(1)	Non-Registration Of Auto, Etc	**3**	1	0	1	0	1	0	0
341.04(2)	Improper Registration Of Other Vehicle	**1**	0	0	0	1	0	0	0
343.05(3)(a)	Operate W/O Valid License	**1**	1	0	0	0	0	0	0
343.07(1g)(a)1	Operate Motor Vehicle By Permittee W/O	**1**	0	0	0	0	1	0	0
343.44(1)(a)	Operating After Suspension	**1**	0	0	0	0	1	0	0
	Operating After Suspension (2nd)	**2**	0	0	0	1	0	0	1
	Operating After Suspension (3rd)	**1**	0	0	0	0	1	0	0
	Operating After Suspension (4th+)	**5**	0	0	2	0	1	0	2
343.44(1)(b)	OPERATING WHILE REVOKED	**1**	0	0	0	0	0	1	0
344.62(1)	Operate Motor Vehicle w/o Insurance	**12**	1	0	2	2	2	1	4
344.62(2)	Operate Motor Vehicle w/o Proof of	**11**	3	0	2	3	0	1	2
346.04(1)	FAIL/OBEY TRAFFIC OFFICER	**1**	0	1	0	0	0	0	0

Mauston Police Department

Arrests & Citations & Warnings by Day of Week (All)

Arrest/Issue Date: 07/01/2012 through 07/31/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
346.18(3)	Fail/Yield Right/Way From Stop Sign	**2**	0	1	0	1	0	0	0
346.37(1)(c)3	Failure To Obey Sign Or Signal	**1**	0	0	1	0	0	0	0
346.57(2)	Failure To Keep Vehicle Under Control	**2**	0	0	2	0	0	0	0
	Unreasonable And Imprudent Speed	**1**	0	0	0	0	1	0	0
346.57(4)(e)	Speeding On City Highway (1-10 Mph)	**3**	2	0	0	0	0	0	1
	Speeding On City Highway (11-15 Mph)	**10**	4	0	1	3	0	0	2
	Speeding On City Highway (16-19 Mph)	**5**	0	0	0	3	0	0	2
	Speeding On City Highway (30-34 Mph)	**1**	0	0	1	0	0	0	0
346.57(4)(f)	Speeding In Outlying District (11-15 Mph)	**5**	2	1	2	0	0	0	0
	Speeding/Outlying Area (16-19 Mph)	**1**	0	0	1	0	0	0	0
346.63(1) (a)	OPERATING WHILE UNDER THE	**1**	0	0	0	0	1	0	0
346.68	Hit And Run-Unattended Vehicle	**2**	0	0	1	0	1	0	0
346.70(1)	Failure To Notify Police Of Accident	**1**	0	0	1	0	0	0	0
346.87	Unsafe Backing Of Vehicle	**2**	0	0	1	1	0	0	0
346.89(1)	Inattentive Driving	**1**	0	0	0	0	1	0	0
346.935(1)	Drink Open Intoxicants In Mv-Driver	**1**	0	0	0	0	1	0	0
347.09(1)(a)	Operate Motor Vehicle W/O 2 Headlights	**1**	0	0	0	0	0	0	1
347.43(1)	OPERATE MOTOR VEHICLE W/O	**1**	0	0	1	0	0	0	0
347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	**7**	3	0	3	0	0	1	0
347.48(2m)(c)	Operator Fail/Have Passenger/Seatbelted	**1**	0	0	1	0	0	0	0

Mauston Police Department

Arrests & Citations & Warnings by Day of Week (All)

Arrest/Issue Date: 07/01/2012 through 07/31/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
347.48(2m)(d)	Ride In Vehicle W/O Wearing Seat Belt	**2**	1	0	1	0	0	0	0
347.485(1)(am)	Operate Cycle W/ Passenger W/O	**1**	0	0	1	0	0	0	0
51.15(12)	Emergency Detention	**3**	1	1	0	0	0	0	1
940.02(2)(a)	First Deg Reck Hom Ctrl Subst	**3**	0	3	0	0	0	0	0
940.31(1)(a)	Kidnapping	**1**	0	0	1	0	0	0	0
943.01(1)	Criminal Damage To Property	**2**	2	0	0	0	0	0	0
943.20(1)(a)	Theft	**1**	0	1	0	0	0	0	0
943.24 (1)	Issue Worthless Checks	**3**	0	1	1	0	0	1	0
943.24(1)	ISSUE WORTHLESS CHECKS	**6**	0	1	0	2	0	1	2
946.49(1)(a)	Bail Jumping	**2**	0	1	0	0	1	0	0
947.01	Disorderly Conduct	**1**	0	1	0	0	0	0	0
947.01(1)	Domestic/D.C.	**2**	1	0	0	0	0	0	1
947.013	Harrass/Intim Intentional	**1**	0	0	1	0	0	0	0
947.013 (1)(a&b	Harassment	**1**	0	0	0	1	0	0	0
961.41(3g)(e)	Possess Thc (Marijuana)	**1**	0	0	0	1	0	0	0
961.573	Poss Drug Paraphernalia	**1**	0	0	0	1	0	0	0
968.09(1)	Warr. On Fail. To Appear	**1**	0	0	0	0	0	0	1
Probation/Hold	Probation Hold	**3**	1	0	0	0	1	1	0
Warrant	Arrested On Warrant	**3**	0	0	0	0	1	1	1
	Total	**137**	**23**	**16**	**30**	**20**	**15**	**9**	**24**

Mauston Police Department

Officer Arrests\Citations\Other Contacts

Arrest/Issue Date: 07/01/2012 through 07/31/2012

Arresting Officer:

	Grand Total	Arrests		Citations	Warnings	Other Contacts *
		Adult	Juvenile	Adult	Adult	Adult
Arndt, Erin N	9	0	0	7	2	0
Bailey, Chad E	11	4	0	7	0	0
Lueneburg, Rick	40	11	0	14	15	0
Nault, John	14	3	5	5	0	1
Noe, Adam D	2	1	0	1	0	0
Sanner, Eric	11	1	0	7	2	1
Zilisch, Michael D	48	6	0	37	2	3
Zobal, Andrew F	9	0	0	9	0	0
Total	**144**	**26**	**5**	**87**	**21**	**5**

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

Mauston Police Department

Incident Offenses (by Officer)

Reported Date: 07/01/2012 through 07/31/2012

Offense Type: All

REPORTS

Officer	Offense Code	Offense Description	Total
Arndt, Erin N			
	ACC/TRF/PI	Accident-Traffic PI	1
	943.10(1)	Burglary - Steal/Commit Felony	1
	943.01(1)	Criminal Damage To Property	1
	947.01	Disorderly Conduct	1
	LOST PROPERTY	Lost Property	1
	943.20(1)(d)	Theft - Intent To Defraud	1
		Arndt, Erin N	**6**
Bailey, Chad E			
	ACC/TRF/PDO	Accident-Traffic Pdo	1
	947.01(1)	Domestic/D.C.	1
	51.15(12)	Emergency Detention	1
	Probation/Hold	Probation Hold	2
	REC PROPERTY	Recovered Stolen Property	1
		Bailey, Chad E	**6**
Jackson, Michael L			
	ACC/TRF/PDO	Accident-Traffic Pdo	1
	HIT & RUN	Hit & Run	1
	11-943.20	Theft-Movable Property <=$2500	1
		Jackson, Michael L	**3**
Lueneburg, Rick			
	Warrant	Arrested On Warrant	3
	ASST/AGENCY	Assist Other Agency	1
	946.49(1)(a)	Bail Jumping	1
	947.01(1)	Domestic/D.C.	1
	51.15(12)	Emergency Detention	1
	Probation/Hold	Probation Hold	1
	943.23(2)	Take And Drive Vehicle W/O Consent	1
	943.20(1)(a)	Theft	1
	968.09(1)	Warr. On Fail. To Appear	1
		Lueneburg, Rick	**11**
Nault, John			
	ACC/TRF/PI	Accident-Traffic PI	2
	ANIMAL BITE	Animal Bite	1
	943.10(1)	Burglary - Steal/Commit Felony	1
	COUNTERFEIT	Counterfeit Money	1
	943.01(1)	Criminal Damage To Property	1
	943.38(1)	Forgery	1
	INF/ONLY	Information Only	3
	943.24 (1)	Issue Worthless Checks	2
	943.24(1)	ISSUE WORTHLESS CHECKS	1
	961.41(3g)(e)	Possess Thc (Marijuana)	1
	12.45(7)	Prohibit keeping noisy or vicious animals	1
	11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=$2500)	1
	943.61(2)	THEFT OF LIBRARY MATERIAL (<=$2500)	2
		Nault, John	**18**
Noe, Adam D			
	INF/ONLY	Information Only	2

Mauston Police Department

Incident Offenses (by Officer)

Reported Date: 07/01/2012 through 07/31/2012

Offense Type: All

Officer	Offense Code	Offense Description		Total
Noe, Adam D				
	940.31(1)(a)	Kidnapping		1
	943.20(1)(a)	Theft		1
			Noe, Adam D	**4**
Sanner, Eric				
	MENTAL SUBJECT	Mental Subject		1
	346.63(1)(a)	Operating While Intoxicated 3rd		1
			Sanner, Eric	**2**
Tremain, Kristi J				
	ACC/TRF/PDO	Accident-Traffic Pdo		1
			Tremain, Kristi J	**1**
Zilisch, Michael D				
	ACC/TRF/PDO	Accident-Traffic Pdo		5
	ACC/TRF/PI	Accident-Traffic PI		1
	CK/WELFARE	Check Welfare		1
	948.07(2)	Child Enticement Prostitution		1
	COUNTERFEIT	Counterfeit Money		1
	943.01(1)	Criminal Damage To Property		2
	947.01	Disorderly Conduct		1
	51.15(12)	Emergency Detention		1
	943.38(3)	Forgery		1
	947.013 (1)(a&b	Harassment		1
	947.013	Harrass/Intim Intentional		1
	943.201	Identity Theft		1
	INF/ONLY	Information Only		2
	943.24 (1)	Issue Worthless Checks		1
	943.20(1)(a)	Theft		4
			Zilisch, Michael D	**24**
Zobal, Andrew F				
	ACC/TRF/PI	Accident-Traffic PI		1
	HIT & RUN	Hit & Run		1
	943.20(1)(a)	Theft		1
			Zobal, Andrew F	**3**
			GRAND TOTAL:	**78**

Mauston Police Department

Ticket Totals (by Officer)

Issue Date: 07/01/2012 through 07/31/2012

PARKING

Officer	Violation Code	Violation Description	Total
Kris Fosbinder, Kris			
	MEALS	MEAL SITE	8
	OTHER	NO PARKING OTHER	1
	HANDICA	PARK IN MARKED HANDICAP	1
	2 HOUR	TWO HOUR PARKING	37
		By Officer:	**47**
		Total Tickets:	**47**

MAUSTON POLICE DEPT.
303 Mansion Street
Mauston, WI 53948-1329

Chief Mark A. Messer
Lt. Michael J. Jackson
(608) 847-6363 or 847-6339
Fax (608) 847-4989

8-7-12 PFC. 6M

June 28, 2012

To: All officers , Kristi Tremain and Sarah Hiess

Ref: New radio procedure training

On August 1, 2012 at 2:00pm there will be required radio procedure training at City Hall in the counsel chambers. All members of the department that utilized the radio's are required to attend. Yhis training will take about 45 min to 1 hour

Any questions please contact me.

Lt. Jackson

Attending Officers on August 1, 2012

Mark A. Messer
Sarah A. Hiess
Tim Mulle
Adam Ne #115
K. T.
T. F.
Chr Fa #105
Eric Nault #111
#103
M. Zinsch #102

Taped for Following To Review

PTM. Rehburg

PTM. Nault

Western Technical College

The Board of the
Western Technical College District
certifies that
Mark Messer

has successfully completed a 8 hour course
MS Word 2010 (4 hours) MS Excel 2010 (4 hours)

Lee Rasch
District Director

Mary Nowaczyk
Instructor

May 2, 2012
Date

08-R-0284

THE ESSENTIAL EXPERIENCE

7-27-12

TO: 1) PFC
2) PERS FILE

Western Technical College

The Board of the

Western Technical College District

certifies that

Kristi Tremain

has successfully completed a 8 hour course
MS Word 2010 (4 hours) MS Excel 2010 (4 hours)

District Director	Instructor	Date
Lee Rasch	*Mary Nowaczyk*	*May 2, 2012*

THE ESSENTIAL EXPERIENCE

08-R-0284

7-27-12
NICE JOB!!
TO: 1) P.F.C.
2) PERS FILE

Western Technical College

The Board of the
Western Technical College District
certifies that
Michael Zilisch

has successfully completed a 8 hour course
MS Word 2010 (4 hours) MS Excel 2010 (4 hours)

Lee Rasch
District Director

Mary Nowaczyk
Instructor

May 2, 2012
Date

THE ESSENTIAL EXPERIENCE

08-R-0234

7-27-12
NICE JOB!!
TO: 1) P.F.C.
2) PEDS FICE
M

Western Technical College

The Board of the
Western Technical College District
certifies that
Andrew Zobal

has successfully completed a 8 hour course
MS Word 2010 (4 hours) MS Excel 2010 (4 hours)

District Director	Instructor	Date
Lee Rasch	*Mary Nowaczyk*	*May 2, 2012*

THE ESSENTIAL EXPERIENCE

08-R-0284

7.27.12

NICE JOB!!

TO: 1) P.F.C.
2) PERS FILE

Mid-State Technical College

hereby confers the honors of graduation upon

Adam D. Noe

who has satisfactorily completed the curriculum prescribed by the Mid-State Technical College Board of Directors and the Wisconsin College System Board and is therefore entitled to this

Associate Degree in Applied Science

Criminal Justice-Law Enforcement

Given this Seventeenth day of May, 2012.

Sue Budjac
President

MID-STATE TECHNICAL COLLEGE BOARD OF DIRECTORS OFFICIAL MEDICAL WISCONSIN RAPIDS, WI

Chairman of the Board

7-27-12
NICE JOB!!
TO: 1) P.F.C.
2) PERS FILE

PFC. copy

7-26-12

NICE JOB!!

TO: 1) PFC. 2) PERS FILE

STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

J.B. VAN HOLLEN
ATTORNEY GENERAL

Kevin M. St. John
Deputy Attorney General

Steven P. Means
Executive Assistant

114 East, State Capitol
P.O. Box 7857
Madison, WI 53707-7857
608/266-1221
TTY 1-800-947-3529

June 27, 2012

Ms. Erin N. Arndt
Mauston Police Department
303 Mansion Street
Mauston, WI 53948

Dear Ms. Arndt:

At its June 5, 2012 meeting, the Wisconsin Law Enforcement Standards Board certified you, Erin N. Arndt, as being qualified to be a Law Enforcement Officer in this state.

Please accept my sincere congratulations on meeting all the requirements set by the LESB for certification as a Law Enforcement Officer. Certification powers are granted to the Board under Section 165.85(3)(c). The issuance of the Board's certificate indicates that you have met the minimum recruitment and training standards identified in Chapters LES 2 and LES 3, Rules of the Wisconsin Law Enforcement Standards Board.

We expect that your law enforcement career will reflect strict adherence to the highest ethical standards of the profession. We hope that you find the position of Law Enforcement Officer challenging and stimulating. We also hope that you will be motivated to constantly upgrade your professional potential by taking advantage of the multitude of educational and advanced training opportunities available in the law enforcement discipline today.

Sincerely,

J.B. Van Hollen

J.B. Van Hollen
Attorney General

Cc: Administrative Officer
Mauston Police Department

PFC. COPY

Western Technical College
THE ESSENTIAL EXPERIENCE

7-24-12
TO: 1) PFC
2) PERS FILE

Our thanks to

Mark Messer

For your instructional assistance and sharing your expertise
with the students of the
2012 Criminal Justice-Law Enforcement Academy

Certificate of Appreciation

Presented at Western Public Safety Training Center, Sparta, WI
Wednesday, June 27, 2012

Lee Rasch
President

Kelli McCoy
Law Enforcement Coordinator

P.F.C. Zobal

SCHOOL RESOURCE OFFICER TRAINING CONFERENCE

FOX VALLEY TECHNICAL COLLEGE
CRIMINAL JUSTICE CENTER FOR INNOVATION

hereby certifies that

Andrew Zobal

has successfully completed **18** hours of training
on June 18-20, 2012 in Appleton, Wisconsin

Fox Valley TECHNICAL COLLEGE
Criminal Justice Center for Innovation

Edward J. Krueger

Edward J. Krueger, Director
Criminal Justice Center for Innovation
Fox Valley Technical College

7-25-12
NICE JOB!!
TO: 1) P.F.C.
2) PERS FILE

School Resource Officer Training Conference

June 18-20, 2012 | Appleton, WI | Radisson Paper Valley Hotel

Agenda

Monday, June 18, 2012	
7:30 am – 5:00 pm	Registration and Information Desk Open
8:30 am – 8:45 am	Conference Opening and Welcoming Remarks
8:45 am – 10:00 am	Dangers of Emerging Technology
10:15 am – 11:45 am	**Workshop #1**
	1A Dangers of Emerging Technology (continued)
	1B Drug Recognition
	1C Working with At-Risk Youth: The Success of Police and School Partnerships
12:45 pm – 2:00 pm	**Workshop #2**
	2A Edge of Reality (Drunk Driving Prevention)
	2B K-9 Search and Seizure
	2C Love is Not Abuse – Teen Dating Violence 101
2:15 pm – 5:00 pm	Anthony Stancl: Facebook Sextortion Case

Tuesday, June 19, 2012	
7:30 am – 5:00 pm	Registration and Information Desk Open
8:00 am – 9:30 am	Green Bay High School Bomb Threat
9:45 am – 11:00 am	**Workshop #3**
	3A Gangs 101
	3B Cyberbullying – What to do Next
	3C Crisis Planning for Schools (Panel Discussion)
12:30 pm – 1:45 pm	**Workshop #4**
	4A Gangs Advanced – Beyond Identification to Intervention
	4B Social Networking and Flash Mobs
	4C Collaborative School and Law Enforcement Relationships
2:00 pm – 3:15 pm	**Workshop #5**
	5A Girl Gangs
	5B Selling and Sustaining Your Program
	5C Disruptive Behavior – a Focus on De-escalation
3:30 pm – 4:45 pm	Megan Meier's Story

Wednesday, June 20, 2012	
7:30 am – 12:30 pm	Registration and Information Desk Open
8:00 am – 10:15 am	Juvenile Justice and the School System (Legal Update)
10:30 am – 12:00 pm	Say "Yes" to Civility, "Yes" to Opportunity!
12:00 pm	Conference Closing and Evaluation

P.F.C. copy
M

7-23-12
NICE JOB!!
TO: 1) P.F.C.
2) PERS FILE
M

Officer Nault &
We wanted to thank you both for participating in our recent Open House activities and promoting the safe use of cell phones. Although our turnout from a youth perspective was not what we had hoped for, we very much appreciated your efforts and being here. Should there be events in the future to promote awareness of the dangers while texting and driving, we would be pleased to assist in any way we can. Thank you again.
Kind Regards -
Deb Kniprath, Manager

Thank you!
Customers like you are a pleasure!
We appreciate your business
and look forward to serving you again.

Pro Cellular Wireless Communication, Inc.

ProCell Staff

COPY

Thank you

PFC copy Mail

THE MESSENGER

JULY 19, 2012

NICE JOB!!

TO: 1) P.F.C.
2) K-9 FICE

Mauston K-9 Unit receives more support

BY EVA MARIE WOYWOD

Last Wednesday the Juneau County Coalition Against Sexual Assault, Domestic Violence and Elder Abuse met for their monthly meeting. Prior to the meeting coalition members had the opportunity to not only meet one of the latest editions to the Mauston Police Department, but also show their appreciation and support to Officer Eric Sanner and Yaro, the pair who together now makes up the new K-9 unit.

The group, chaired by Mauston Police Chief Mark Messer presented the K-9 unit with an $800 donation. The donation came just as Yaro has completed an important portion of his training for drug recognition and had been cleared for starting on the road. The young 14 month old German Shepherd and his handler, Officer Sanner, still have more training to accomplish including search and rescue.

Recently Chief Messer issued a press release recognizing the overwhelming community support for the new K-9 unit. In it he said, " Without support from the community, this program would not have been a reality."

The long list of donors included: Kudick Chevrolet, Castle Rock Realty, Sand Ridge Secure Treatment Facility, Eagle Promotions, McKinney's Home Decorating, BTU Management, Mauston True Value, Boberg's Gas n Go, Hofmeister Insurance, Bank of Mauston, Moose Lodge and bingo participants, Rural Insurance, American Family Insurance Joey Van Dinter Agency, Family Health/La Clinica, The Baraboo National Bank, J&S Liquor, Royal Bank, Crandall Funeral Home, Juneau County Domestic Violence Coalition, Croell, Dells Animal Hospital, Ray Allen Professional K-9 Equipment, Pierce's Supermarkets, Simply M Photography, Wisconsin Vest-A-Dog, Kathy Turner, Allen and Arris Sullivan, Julie Mecikalski, Jim and Karen Sanner, Eric and Brianna Sanner, and Peg Schmi

INFORMATIONAL ITEMS

COUNCIL – PLEASE CHECK YOUR CALENDARS.

THE ANNUAL JOINT MEETING WITH NEW LISBON COUNCIL AT THE AIRPORT IS SCHEDULED FOR 6PM ON MONDAY, SEPTEMBER 10