

Council

09/25/12

**OFFICIAL NOTICE OF MEETING  
OF THE  
MAUSTON COMMON COUNCIL  
6:30PM  
TUESDAY, SEPTEMBER 25, 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 28 and September 11, 2012, Meeting**
- 4. Discussion and Action Regarding New Operator License – Joseph A. Shelley**
- 5. Citizens Address to the Council**
- 6. Public Works Committee Report**
  - a. Discussion and Possible Action Regarding Lipke Request**
  - b. Discussion and Action Regarding Attewell Detention Basin Project Gerke Construction Pay Request #1**
  - c. Discussion and Action Regarding Rural Development 2011 Sewer Rehab Project Agreement Amendment #3**
  - d. Discussion and Action Regarding Rural Development 2011 Storage Building and Power Backup Project Agreement Amendment #4**
  - e. Discussion and Action Regarding Change Order #1 Attewell Detention Basin Contract A and Contract B**
  - f. Director of Public Works Report**
  - g. Any Other Business Properly Brought Before the Council**
- 7. Finance and Purchasing Committee Report**
  - a. Discussion and Action Regarding Vouchers**
  - b. Any Other Business Properly Brought Before the Council**
- 8. Police Chief's Report**
- 9. Health and Welfare Committee Report**
- 10. Plan Commission Report**
- 11. Mayor's Report**
- 12. City Administrator's Report**
  - a. Discussion and Action Regarding Purchase of Property**
  - b. Discussion and Action Regarding DOT Offer to Purchase Property Hwy 58/82 Redesignation Parcel #4**
  - c. Discussion and Action Regarding DOT Offer to Purchase Property Hwy 58/83 Redesignation Parcel #6**
- 13. Any Other Business Properly Brought Before the Council**
- 14. Adjourn**

**OFFICIAL MINUTES OF MEETING  
OF THE  
MAUSTON COMMON COUNCIL  
AUGUST 28, 2012**

**Call to Order/Roll Call** The Mauston Common Council met in regular session on Tuesday, August 28, 2012, in the Council Chambers of Mauston City Hall. Mayor Brian McGuire called the meeting to order at 6:40pm. Members present were Michel Messer, Dennis Nielsen, Dan May, Francis McCoy, Paul Huebner, Rick Noe, and Floyd Babcock. Also present were City Administrator Nathan Thiel, Police Chief Mark Messer, Public Works Director Rob Nelson, and Administrative Assistant Diane Kropiwka.

**Pledge of Allegiance** McGuire led the pledge of allegiance

**Minutes** Noe/Messer to approve the minutes of the August 14, 2012, meeting. Motion carried by voice vote.

**Government Finance Officers Association Award** Mr. Brian Massey, GFOA representative, presented the Distinguished Budget Presentation Award for Fiscal Year Beginning 2012. Thiel accepted the award on behalf of the council and the staff.

**Mayoral Proclamation Honoring June Firlus Years of Service and Retirement** McGuire read the proclamation and congratulated June and her family on her retirement.

**Gateway Avenue Naming Contest Winner** Thiel presented \$50 in Chamber Bucks to Mr. Paul Coggins. Coggins was the first participant to submit the winning name for Highway 82 East.

**Temporary Picnic Beer License** Babcock/May to approve the temporary picnic beer license for St. Patrick's Parish annual fall festival. Motion carried by voice vote.

**Citizens Address to the Council** Mr. Stacy Smith, candidate for Juneau County District Attorney introduced himself to the Council.

**Public Works Committee Report**

**Sewer Rehab Project Change Order #2** Noe/McCoy to approve Visu-Sewer Change Order #2 decreasing the project cost by \$24,965.00. Motion carried unanimously by roll call vote.

**Sewer Rehab Project Pay Request #4** Noe/McCoy to approve Visu-Sewer pay request #4 in the amount of \$21,795.58. Motion carried by voice vote.

**Veterans Memorial Park Concession Stand/Bathroom Structure** Noe/Babcock to authorize the expenditure of up to \$25,000 as budgeted in the capital fund and up to \$75,000 available in the parkland dedication fund. The project also includes approximately \$13,000 in donated materials and labor. Motion carried by roll call vote (six in favor, one opposed [McCoy]).

**Director of Public Works Report** Nelson reported that the asphalt and concrete crushing project is approximately one-quarter complete; the pedestrian path project along Highway 82 East is underway; and the concession stand/bathroom structure project at Veterans Memorial Park is scheduled to begin on August 29.

**Finance and Purchasing Committee Report**

**Vouchers** Huebner/Nielsen to approve vouchers in the amount of \$342,872.18. Motion carried unanimously by roll call vote.

**AT & T Cell Tower Rental** Huebner/Nielsen to enter into an agreement with AT & T for rental space on the Mauston water tower at a rate of \$1200 per month with a five-year fifteen percent escalation rate. Motion carried unanimously by roll call vote.

Thiel reported that this is the second tenant to rent space on the water tower; there is also an agreement in place with Element Mobile.

**Resolution 2012-11 – Razing Buildings at 136 Wisconsin Street – Tax Parcel #29-251-539**

Messer/Huebner to adopt Resolution 2012-11 and to give the property owner 60 days to raze the building. Motion carried by voice vote.

**Plan Commission Report**

**Subdivision** May/Babcock to approve the subdivision of Tax Parcel #29-251-1260. Motion carried by voice vote.

**Police Chief's Report** Chief Messer reported that the department is looking to replace to part-time officers and some of the crossing guards. The department has received \$3,400 from the sale of property confiscated as part of drug related convictions. The PFC has recommended approval of the police department 2013 operating budget. Donations to support the K-9 unit program continue.

**Mayor's Report**

**Employee and Committee Appreciation Meal** Babcock/McCoy to approve up to \$1,000 for the annual employee and committee member appreciation picnic. Motion carried by voice vote.

**Closed Session** Huebner/Noe to go into closed session pursuant to State Statute 19.85(1)(e). Motion carried unanimously by roll call vote. The council went into closed session at 7:20pm.

**Adjourn** Huebner/Noe to adjourn. Motion carried by voice vote. With nothing to report in open session, the council adjourned at 8:03pm.

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Nathan R. Thiel, City Administrator

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Date

**OFFICIAL MINUTES OF MEETING  
OF THE  
MAUSTON COMMON COUNCIL  
SEPTEMBER 11, 2012**

**Call to Order/Roll Call** The Mauston Common Council met in regular session on Tuesday, September 11, 2012, in the Council Chambers of Mauston City Hall. Mayor Brian McGuire called the meeting to order at 6:30pm. Members present were Michel Messer, Dennis Nielsen, Dan May, Francis McCoy, Paul Huebner, Rick Noe, and Floyd Babcock. Also present were City Administrator Nathan Thiel, Police Mark Messer, and City Attorney Rebecca Richards-Bria.

**Pledge of Allegiance** McGuire led the pledge of allegiance and recognized the anniversary of September 11, 2001.

**New Operator's License** Noe Babcock to approve a new operator's license for Regina K. Nelson. Motion carried by voice vote.

**Renew Operator's License** Babcock/Messer to renew an operator's license for Mary A. Fasolino. Motion carried by voice vote.

**Citizens Address** Mr. Mike Solovey, District Attorney Candidate, addressed the council.

**Resolution 2012-12 Petitioning the Secretary of Transportation for Airport Improvement Aid** Noe/Babcock to adopt Resolution 2012-12. Motion carried by voice vote.

**Public Works Committee Report**

**2011 Sewer Rehab Project Engineer Agreement Amendments** Tabled to the next meeting.

**Storage Building Standby Power Project Pay Request** Noe/McCoy to approve Current Technologies pay request #4 in the amount of \$1,096.70. Motion carried unanimously by roll call vote.

**Finance and Purchasing Committee Report**

**Vouchers** Huebner/May to approve vouchers in the amount of \$191,719.84. Motion carried unanimously by roll call vote.

**MAPA-Channel 6 Station Manager's Report** Lingl reported that he has been re-appointed to the Wisconsin Association of Peg Channels. The association is working on funding sources for PEG channels through the State.

**Ambulance Commission Report** Messer reported that the ambulance association now has the IV Tech certifications in place. The design for the new ambulance building has been finalized and voted on by the association.

**Room Tax Committee Report** Messer reported that the committee is working on advertising for 2013, including bill board advertising. The Pumpkin Bash is scheduled for October 20 and 21 at Veterans Memorial Park.

**City Administrator's Report**

**Municipal Citation Issuance Update** Thiel reported that the Zoning Administrator and the Director of Public Works have had training to use the citation issuing software, which interfaces with the municipal court software. Violations of local building, zoning, and public works ordinances will be issued and forward to municipal court for resolution.

**Closed Session** Noe/McCoy to go into closed session pursuant to Wisconsin State Statute 19.85(1)(e). Motion carried unanimously by roll call vote.

**Adjourn** Huebner/McCoy to adjourn. With nothing to report in open session the meeting adjourned from closed session.

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Nathan R. Thiel, City Administrator

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Date

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

Note to Come

9/25/12

CCAP  
TIPPS  
Criminal  
History  
Ch.

O.K.

Please check appropriate box:

NEW

RENEWAL

1. Applicant Information:

Name: (Last, First, Middle Initial) Shelley Joseph M.  
Address: 215 W. BRIDGE New Lisbon, WI 53956

Telephone \_\_\_\_\_ Birth Date: 54  
Driver's License Number \_\_\_\_\_

2. Employer Information:

Name: P. J's Bar + Grill  
Address: 337 E. STATE ST.  
Mauston, WI 53948  
Telephone: \_\_\_\_\_

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

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

Joseph Shelley III Date 9-21-12  
Signature of Applicant \_\_\_\_\_

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

**Outstanding Debts**

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

Renee [Signature] Date 9/11/12  
City Officer \_\_\_\_\_

**Certification of Payment**

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

\_\_\_\_\_  
City Officer \_\_\_\_\_ Date \_\_\_\_\_

Beverage Server Course

I hereby certify that the Applicant has provided proof of one of the following: (Check one and attach proof.) **The applicant...**

- has completed the training course within the last 2 years.
- holds an existing operator's license.
- has held a retail license, manager's, or operator's license within the last 2 years.
- is enrolling or has enrolled in the Beverage Server Training Course.

Renee Helk Date 9/10/12  
 City Officer

Record Review

A review of the applicant's records has turned up (no infractions) (the following infractions) that will inhibit the applicant's ability to dispense alcohol:

- Felony convictions
- Repeated misdemeanor convictions
- Drug/alcohol related offenses
- Ordinance violations
- Serious driving convictions

Records are held in the Police department pursuant to Wisconsin Records Law.

9-14-12  
OK

The Police Department (is) (is not) aware of additional information pertaining to the applicant's fitness to receive an operator's license, and it is the recommendation of the Chief of Police to (approve) (deny) (review) the application.

[Signature] Date 9-14-12  
 Chief of Police

Committee Action  
(If requested by the Chief of Police)

The Ordinances, Licenses and Permits Committee (approved) (did not approve) (took no action) on this application.

\_\_\_\_\_  
 City Officer Date \_\_\_\_\_

Council Action

Date ( approved) ( denied): \_\_\_\_\_

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays \_\_\_\_\_ abstentions \_\_\_\_\_ absent

License Number Issued: \_\_\_\_\_

**PUBLIC WORKS  
COMMITTEE  
ITEMS**

# MEMO

**To:** Rob Nelson & Public Works Committee  
**From:** Renee Hazelton *Rhaz*  
**Date:** 9/19/12  
**Re:** John Lipke – owner of 207 E. State Street

John Lipke came into City Hall today to inquire about his monthly utility bill. He asked me to explain how the bill was calculated. The building that he purchased back in September 2011 is the formerly known State Farm Building when Tom Dellamuth was still an agent. I explained to Mr. Lipke that the building is "commercial" therefore, the commercial rates would apply which are as follows:

5/8" meter servicing the building - \$10.00 per month water base rate + \$2.87/1000 gal.

\$29.51 per month sewer base rate + \$3.30/1000 gal.

Mr. Lipke thought the \$29.51 base rate for sewer was extreme and asked how this amount could be lowered to which my reply was unfortunately nothing because this was established through the sewer ordinance. He then asked to address you as a committee regarding this issue.

*See attached for copy of two months billings*

8/01/12 9/01/12 9/17/12

		Past Due	105.81		
111000	114000	3000 SEWER SERVICE	39.41	000-1356-04	\$163.83
111000	114000	3000 WATER SERVICE	18.61		
				10/08/2012	\$166.04

To pay online go to [www.wisconsinpayments.com](http://www.wisconsinpayments.com) 207 STATE ST EAST  
FALL CLEANUP WILL BE OCT 8TH, 9TH & 10TH  
SAME DAY AS NORMAL GARBAGE DAY!!



\$163.83  
BY 10/08/12

ACCOUNT ID: 000-1356-04  
JOHN LIPKE  
MAX GOODMAN LLC  
N7146 GODFREY DRIVE  
NEW LISBON WI 53950

7/01/12 8/01/12 8/17/12

		Past Due	52.55		
109000	111000	2000 SEWER SERVICE	36.11	000-1356-04	\$104.40
109000	111000	2000 WATER SERVICE	15.74		
				9/06/2012	\$105.81

To pay online go to [www.wisconsinpayments.com](http://www.wisconsinpayments.com) 207 STATE ST EAST  
FALL CLEANUP WILL BE OCT 8TH, 9TH & 10TH  
SAME DAY AS NORMAL GARBAGE DAY!!



\$104.40  
BY 9/06/12

ACCOUNT ID: 000-1356-04  
JOHN LIPKE  
MAX GOODMAN LLC  
N7146 GODFREY DRIVE  
NEW LISBON WI 53950



**CONTINUATION SHEET**

REQUEST AND CERTIFICATE FOR PAYMENT - CONTRACTOR'S SIGNED CERTIFICATE IS ATTACHED

ENGINEER'S PROJECT # : 013107381.00

OWNER: City of Mauston  
303 Morison St  
Mauston, WI 53948

CONTRACTOR: Gerke Excavating, Inc.  
15341 State Hwy 131  
Tomah, WI 54660

ENGINEER: Vierbicher Associates, Inc.  
400 Viking Drive  
Reedsburg, WI 53959

REQUEST NO. 1

REQUEST DATE: 08/23/12

Item No. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit of Measure	Unit Price (D)	Item Total (C*D)	Work Completed				Total Completed To Date (E+F)		% Complete
						Previous Requests (E) Quantity	Amount	This Request (F) Quantity	Amount	Quantity	Amount	
<b>Contract A: Attewell Detention Basin</b>												
1	Performance & Payment Bonds	1	LS	\$8,360.00	\$8,360.00	0	\$0.00	1	\$8,360.00	1	\$8,360.00	100.00%
2	Mobilization	1	LS	\$58,080.00	\$58,080.00	0	\$0.00	1	\$58,080.00	1	\$58,080.00	100.00%
3	Traffic Control	1	LS	\$250.00	\$250.00	0	\$0.00	0.5	\$250.00	0.5	\$250.00	50.00%
					<b>\$66,690.00</b>				<b>\$66,690.00</b>			
<b>Contract A: Attewell Detention Basin</b>												
4	Silt Fence	2450	LF	\$1.31	\$3,209.50	0	\$0.00	1838	\$2,407.78	1838	\$2,407.78	75.02%
5	Tracking Pad	25	TON	\$31.80	\$795.00	0	\$0.00	25	\$795.00	25	\$795.00	100.00%
6	Site Cleaning & Grubbing	1	LS	\$6,840.00	\$6,840.00	0	\$0.00	0.5	\$3,420.00	0.5	\$3,420.00	50.00%
7	Salvage Topsoil, Basin Site	12.5	AC	\$2,400.00	\$30,000.00	0	\$0.00	8.13	\$19,512.00	8.13	\$19,512.00	65.04%
8	Salvage and Replace Topsoil, Spoil Site	26.9	AC	\$25,100.00	\$675,190.00	0	\$0.00	10.76	\$27,007.60	10.76	\$27,007.60	40.00%
9	Unclassified Excavation	1	LS	\$172,511.00	\$172,511.00	0	\$0.00	0.65	\$112,132.15	0.65	\$112,132.15	65.00%
10	Spoil Site Kiwanis Park, Salvage and Replace Topsoil	1	LS	\$1,250.00	\$1,250.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
11	Spoil Site Kiwanis Park, Place and Shape Spoil	3500	CY	\$2.95	\$10,340.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
12	Storm Sewer, 48x76 HERCP	14	LF	\$254.00	\$3,556.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
13	Storm Sewer, 36" RCP with ties	60	LF	\$91.00	\$5,460.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
14	Storm Sewer, 24" RCP with ties	48	LF	\$63.60	\$3,052.80	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
15	Storm Sewer, 48x76 HERCP Apron End Wall	2	EA	\$6,700.00	\$13,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
16	Storm Sewer, 36" RCP, Apron End Wall	1	EA	\$2,481.00	\$2,481.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
17	Storm Sewer, 60" Precast Concrete Manhole	2	EA	\$4,460.00	\$8,920.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
18	Storm Sewer, 2x3 Precast Concrete Box with Baffle	1	EA	\$1,340.00	\$1,340.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
19	Riprap, Heavy	650	TON	\$16.63	\$10,809.50	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
20	Grouted Riprap, Heavy	60	TON	\$34.57	\$2,074.20	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
21	Type HR Nonwoven Geotextile Filter Fabric	435	SY	\$2.65	\$1,152.75	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
22	Restoration, Topsoil, Fertilize, Seed	10915	SY	\$0.29	\$3,165.35	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
23	Erosion Mat DOT Class 1, Type A	10915	SY	\$1.21	\$13,207.15	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
					<b>\$31,103.25</b>				<b>\$165,274.53</b>			
<b>Contract B: Westside Industrial Park Detention Basin</b>												
24	Silt Fence	100	LF	\$1.32	\$132.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
25	Tracking Pad	25	TON	\$31.80	\$795.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
26	Site Cleaning & Grubbing	1	LS	\$6,840.00	\$6,840.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
27	Salvage Topsoil	2	AC	\$2,422.50	\$4,845.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
28	Unclassified Excavation	1	LS	\$56,900.00	\$56,900.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
29	Clay Liner, 2 Feet Thick	2200	SY	\$4.50	\$9,900.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
30	Regrade Brunner Lot, Approximately 2.5 Acres	1	LS	\$1,250.00	\$1,250.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
31	Salvage 30" RCP, Deliver to Public Works Shop	442	LF	\$7.81	\$3,452.02	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
32	Salvage 30" Apron End Wall, Deliver to Public Works Shop	1	EA	\$375.00	\$375.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%

Item No. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit of Measure	Unit Price (D)	Item Total (CxD)	Work Completed				Total Completed To Date (E+F)		% Complete
						Previous Request (E)	Amount	Quantity	Amount	Quantity	Amount	
33	Plug Storm Manhole	1	LS	\$320.00	\$320.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
34	Connect to 36" RCP	1	LS	\$320.00	\$320.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
35	Storm Sewer, 72" Precast Concrete Manhole	1	EA	\$3,112.00	\$3,112.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
36	Storm Sewer, 60" Precast Concrete Manhole	1	EA	\$2,466.00	\$2,466.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
37	Storm Sewer, 48" Precast Concrete Manhole	3	EA	\$1,892.00	\$5,676.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
38	Storm Sewer, 2x3 Precast Concrete Box	2	EA	\$1,833.00	\$3,666.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
39	Storm Sewer, 30" RCP	556	LF	\$48.65	\$27,049.40	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
40	Storm Sewer, 18" RCP	484	LF	\$31.10	\$15,052.40	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
41	Storm Sewer, 15" RCP	55	LF	\$24.59	\$1,352.45	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
42	Storm Sewer, 30" Apron Endwall	2	EA	\$1,815.00	\$3,630.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
43	Storm Sewer, 18" RCP Apron End Wall	3	EA	\$1,070.00	\$3,210.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
44	Outlet Control Structure	1	LS	\$5,000.00	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
45	Sawcut Asphalt	282	LF	\$24.45	\$6,909.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
46	Sawcut Concrete	51	LF	\$10.16	\$518.16	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
47	Remove and Dispose of Asphalt Pavement	302	SY	\$2.57	\$776.14	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
48	Remove and Dispose of Concrete	240	SY	\$29.6	\$7,104.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
49	Remove and Dispose of Curb and Gutter	80	LF	\$3.59	\$287.20	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
50	Crushed Aggregate Base Course, 1 1/4" Dense	270	TON	\$14.63	\$3,950.10	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
51	24" Concrete Curb and Gutter	80	LF	\$33.00	\$2,640.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
52	Concrete Driveway, 9"	240	SF	\$5.50	\$1,320.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
53	Asphaltic Pavement, Type E1, 3 1/2" thick	302	SY	\$24.25	\$7,323.50	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
54	Riprap, Medium	35	TON	\$12.55	\$439.25	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
55	Restoration, Topsoil, Fertilize, Seed	3300	SY	\$1.00	\$3,300.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
56	Erosion Mat DOT Class I, Type A	3300	SY	\$1.21	\$3,993.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
Subtotal - Contract B:					\$181,291.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Original Contract TOTAL:					\$609,335.17	\$0.00	\$231,964.53	\$231,964.53	\$231,964.53			
<b>Change Orders/Additions</b>												
Subtotal - Change Orders/Additions:					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL:					\$609,335.17	\$0.00	\$231,964.53	\$231,964.53	\$231,964.53			

## AMENDMENT #3 TO OWNER-ENGINEER AGREEMENT

### 1. Background Data

- a. Effective Date of Owner-Engineer Agreement: **August 6, 2009**
- b. Owner: **City of Mauston, Wisconsin**
- c. Engineer: **Davy Engineering Co.**
- d. Project: **2011 Sewer Rehab & Replacement Project**

### 2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

### 3. Description of Modifications

Modify Engineering Services for the State/Union/STH 82 Sewer Rehabilitation Project and Remington Street Sewer Replacement portion of the Misc. 2011 Water and Sewer Projects in Amendment #2 as outlined in Attachment 1.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 1, 2011.

OWNER: **CITY OF MAUSTON, WISCONSIN**

ENGINEER: **DAVY ENGINEERING CO.**

By: Brian McGuire

By: Michael F. Davy

Title: Mayor

Title: President

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

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

Agency Concurrence of Contract Amendment #3:

Agency: USDA Rural Development
By (Signature):
Typed Name: Angela Hanz, P.E.
Title: WI State Engineer
Date:

Note: The Agreement shall be in full force and effect regardless of the participation of Funding Agency.

A. *Description of Modifications:*

- a. Extend completion date of the Construction Phase and Resident Representative Services to August 1, 2012. Update Engineering costs to final costs. Modify engineering services to include the following services:
- Rural Development required the projects be separated to tie to their two separate funding packages.
  - Rehab project was re-bid due to receipt of only one, over-budget bid.
  - Rehab project was redesigned to simplify bids and increase competition.
  - Contaminated soil was discovered on Remington Street. Special soil testing, air testing and extra time to stockpile and haul to a landfill were required. The site was also registered as a new site on the DNR contaminated site list.
  - Work on Union Street was done at night to avoid heavy traffic, necessitating overtime.
  - Pipe size on City record drawings was incorrect on Union Street, requiring the intersection be re-designed and proposals obtained from subcontractors to do the revised work.
  - The construction sequencing did not develop with sequential work. This extended the inspection time with less opportunity to cover multiple projects with the same visit.
- b. The compensation provisions of this addition to Exhibit C are summarized as follows:

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1. Study and Report Phase		
a. Preliminary Engineering Report	\$ <u>    N/A    </u>	<u>                    </u>
b. Environmental Review Report	\$ <u>    N/A    </u>	<u>                    </u>
2. Basic Services		
a. Preliminary (A.1.02) and Final Design Phase (A.1.03)	\$ <u>    19,000.00    </u>	<u>Hourly</u>
b. Bidding or Negotiating Phase (A.1.04)	\$ <u>    11,000.00    </u>	<u>Hourly</u>
c. Construction Phase (A.1.05)	\$ <u>    10,000.00    </u>	<u>Hourly</u>
d. Post-Construction Phase (A.1.06)	\$ <u>      2,500.00    </u>	<u>Hourly</u>
3. Resident Project Representative Services (A.1.05)	\$ <u>    36,000.00    </u>	<u>Hourly</u>
<b>TOTAL ESTIMATED CONTRACT AMOUNT</b>	\$ <u>    78,500.00    </u>	

Compensation items designated as Hourly Rates are estimates only and ENGINEER shall be paid in full for all authorized Project-related services. Lump sum fees may be adjusted by an amendment to this Agreement if there is a change in the scope of work.

For budget purposes, these engineering fees are allocated 100% to Sewer.

**AMENDMENT #3 TO OWNER-ENGINEER AGREEMENT**

**1. Background Data**

- a. Effective Date of Owner-Engineer Agreement: **August 6, 2009**
- b. Owner: **City of Mauston, Wisconsin**
- c. Engineer: **Davy Engineering Co.**
- d. Project: **2011 Sewer Rehab & Replacement Project**

**2. Nature of Amendment**

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

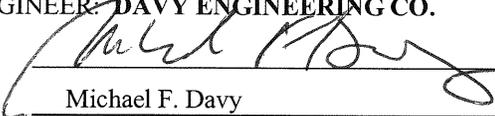
Modify Engineering Services for the State/Union/STH 82 Sewer Rehabilitation Project and Remington Street Sewer Replacement portion of the Misc. 2011 Water and Sewer Projects in Amendment #2 to segregate sewer work.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: **CITY OF MAUSTON, WISCONSIN**

ENGINEER: **DAVY ENGINEERING CO.**

By: \_\_\_\_\_  
Brian McGuire  
Title: \_\_\_\_\_  
Mayor  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
  
Michael F. Davy  
Title: \_\_\_\_\_  
President  
Date Signed: \_\_\_\_\_

Agency Concurrence of Contract Amendment #2:

Agency: USDA Rural Development
By (Signature):
Typed Name: Angela Hanz, P.E.
Title: WI State Engineer
Date:

Note: The Agreement shall be in full force and effect regardless of the participation of Funding Agency.

A. *Description of Modifications:*

- a. Update Engineering costs to final budget. Extend completion date of the Construction Phase and Resident Representative Services to August 1, 2012.
- b. The compensation provisions of this addition to Exhibit C are summarized as follows:

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1. Study and Report Phase		
a. Preliminary Engineering Report	\$ <u>    N/A    </u>	<u>                    </u>
b. Environmental Review Report	\$ <u>    N/A    </u>	<u>                    </u>
2. Basic Services		
a. Preliminary (A.1.02) and Final Design Phase (A.1.03)	\$ <u>    76,000.00    </u>	<u>Hourly</u>
b. Bidding or Negotiating Phase (A.1.04)	\$ <u>    25,500.00    </u>	<u>Hourly</u>
c. Construction Phase (A.1.05)	\$ <u>    10,000.00    </u>	<u>Hourly</u>
d. Post-Construction Phase (A.1.06)	\$ <u>      2,500.00    </u>	<u>Hourly</u>
3. Resident Project Representative Services (A.1.05)	\$ <u>    36,000.00    </u>	<u>Hourly</u>
 TOTAL ESTIMATED CONTRACT AMOUNT	 \$ <u>    150,000.00    </u>	

Compensation items designated as Hourly Rates are estimates only and ENGINEER shall be paid in full for all authorized Project-related services. Lump sum fees may be adjusted by an amendment to this Agreement if there is a change in the scope of work.

For budget purposes, these engineering fees are allocated 100% to Sewer.

## AMENDMENT #4 TO OWNER-ENGINEER AGREEMENT

**1. Background Data**

- a. Effective Date of Owner-Engineer Agreement: **August 6, 2009**
- b. Owner: **City of Mauston, Wisconsin**
- c. Engineer: **Davy Engineering Co.**
- d. Project: **2011 Storage Building/Standby Power Direct Purchase**

**2. Nature of Amendment**

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

Modify Engineering Services for the Lift Station Emergency Power Connections (5), Portable Generator for Lift Stations, Sewer and Water Maintenance Building, Well #3 Emergency Power Connection, Well #3 Fixed Generator, and Lift Station Access Hatches portion of the Misc. 2011 Water and Sewer Projects in Amendment #2 as outlined in Attachment 1.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 1, 2011.

OWNER: **CITY OF MAUSTON, WISCONSIN**

ENGINEER: **DAVY ENGINEERING CO.**

By: Brian McGuire  
 Title: Mayor  
 Date Signed: \_\_\_\_\_

By: Michael F. Davy  
 Title: President  
 Date Signed: \_\_\_\_\_

Agency Concurrence of Contract Amendment #4:

Agency: USDA Rural Development
By (Signature):
Typed Name: Angela Hanz, P.E.
Title: WI State Engineer
Date:

Note: The Agreement shall be in full force and effect regardless of the participation of Funding Agency.



**AMENDMENT #4 TO OWNER-ENGINEER AGREEMENT**

**1. Background Data**

- a. Effective Date of Owner-Engineer Agreement: **August 6, 2009**
- b. Owner: **City of Mauston, Wisconsin**
- c. Engineer: **Davy Engineering Co.**
- d. Project: **2011 Storage Building/Standby Power Direct Purchase**

**2. Nature of Amendment**

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

Modify Engineering Services for the Lift Station Emergency Power Connections (5), Portable Generator for Lift Stations, Sewer and Water Maintenance Building, Well #3 Emergency Power Connection, Well #3 Fixed Generator, and Lift Station Access Hatches portion of the Misc. 2011 Water and Sewer Projects in Amendment #2 to segregate Sewer/Water work.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: **CITY OF MAUSTON, WISCONSIN**

ENGINEER: **DAVY ENGINEERING CO.**

By: Brian McGuire

By:  Michael F. Davy

Title: Mayor

Title: President

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

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

Agency Concurrence of Contract Amendment #1:

Agency: USDA Rural Development
By (Signature):
Typed Name: Angela Hanz, P.E.
Title: WI State Engineer
Date:

Note: The Agreement shall be in full force and effect regardless of the participation of Funding Agency.





## MEMO

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**To:** Public Works Committee  
**From:** Nathan Thiel, City Administrator  
**Subject:** West Industrial Basin Change Order  
**Date:** September 21, 2012

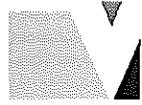
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The change order for Contract B represents 3 requests that came after the project was bid. Each request represents about \$10K or \$12K in additional cost.

The design change to shift the pond so that it straddled both the Stroh and Brunner property was my recommendation. This was the original intention; however, because communication with Stroh was at a standstill earlier this year, it forced us to design and bid out an alternate design. Initially I was under the impression that reverting back to the original design would result in a cost reduction. While it did reduce the amount of structures by about \$6K, it was countered by an increase in tree removal and grubbing as well as excavation. Despite the increase in cost, this design change is recommended. It improves the overall design of the pond, it was intended to be a regional pond, and it is only fair that the footprint be shared by both property owners.

The second request was to address storm water on the north side of Brunner's property. Originally we were designing only for an 80K sq. ft. expansion and we intended to let the water flow away from the building onto Parker Dr. However, when Brunner made it clear that they intended to do a second phase and that this new phase would be lower than the street, to get Brunner to back off lowering the street I conceded to extend a drainage system along the north side of their property. It was a minimal cost and seemed to resolve their concerns. About a month later they still came back and demanded that we lower the street, which as you are aware that request was denied. If we simply used material that is already called out in the contract the cost would be about \$16K. Instead we felt it more beneficial to downgrade material and request a change order of about \$10K.

The final request was most recently made after Brunner realized that should water reach the 100 year flood level, water will flood into their dock areas. In order to avoid this occurrence, he requested we lower the elevation of the discharge pipe, which required a change from current cylinder pipe to an elliptical pipe. The cost is roughly \$12K.



**Letter of Transmittal**

400 Viking Drive  
Reedsburg, Wisconsin 53959  
(608) 768-4807 phone  
(608) 524-8218 FAX  
www.vierbicher.com

Date: September 12, 2012
Project No. 013107381
Re: City of Mauston 2010 CDBG EAP Engineering Attewell Detention Basin
File:

Attn: Rob Nelson D. P. W.
To: City of Mauston 1260 North Road Mauston, WI 53948

- WE ARE SENDING YOU:  Attached
- Under separate cover via \_\_\_\_\_ the following items:
- Shop Drawings    Prints    Plans    Samples    Specifications
- Copy of Letter    Change Order    Pay Request \_\_\_\_\_

Copies	Date	No.	Description
3	9/10/2012		Change Order #1 for Contract A and Contract B
1			Summary of Change Order

THESE ARE TRANSMITTED AS CHECKED BELOW:

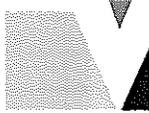
- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> For approval    | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input type="checkbox"/> For your use               | <input type="checkbox"/> Approved as noted        | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested               | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review & comment       | <input type="checkbox"/> For your file            | <input type="checkbox"/> _____                                |
| <input type="checkbox"/> FOR BIDS DUE: _____ (Date) |   | <input type="checkbox"/> RETURNED AFTER LOAN TO US            |

REMARKS:

Please contact us if you need any more information or if you have any questions. Thank you

Copy to \_\_\_\_\_ Signed Gay J. Woodburn

If enclosures are not as noted, kindly notify us at once.



September 12, 2012

Rob Nelson, DPW  
City of Mauston  
1260 North Road  
Mauston, WI 53948

RE: Attewell Detention Basin – Contract A  
Westside Industrial Park Detention Basin – Contract B

Dear Rob;

The following is a summary for the attached Change Order.

**Contract A:**

Item 68; Grubbing of the Sledding Hill; The City had contracted to have the trees and brush removed from the site but requested that Gerke remove the stumps that would be cause for concern as they did not have a means to remove them. The item was not added until after the project was bid.

Item 69; Timber Matting; Timber mats over the Northern Natural Gas high pressure main. I was in contact with NNG prior to bidding the project. The only requirement at that time was to have a NNG employee on site during any work within 25 feet of the gas main. The requirement for timber mats came after the project was or I would have included it in the base bid.

**Contract B:**

Item 26; Clear Grub, This was a lump sum item. With the shift in the basin location to be over the property line it doubled the area to be cleared.

Item 28; Unclassified Excavation; This is a lump sum item to eliminate the need to survey quantities. With the change in the basin design the earthwork quantity increased 1775 cubic yards. Gerke provided a breakdown of fees. Original cy was 10250 cy, bid price of \$56,900 = \$5.55 cy. Increase of 1775 cy at \$5.55 = \$9,851.25 increase

Item 62 & Item 35; 84" Precast manhole / 72" Precast Manhole. The 84" manhole was not bid, with the change in the storm sewer discharge pipe from 30" RCP to 24"x38" HE RCP the larger manhole is required. Item 35 is eliminated from the contract.

Item 63 & Item 39; HE RCP / 30" RCP; The HE pipe was also not bid. The change from 30" RCP to 24"x38" HE RCP came because of the meeting with Brunner's after the project was bid. Item 39 is eliminated from the contract.

vierbicher  
planners engineers advisors



400 Viking Drive  
Reedsburg, Wisconsin 53959  
**(608) 768-4807 phone**  
(608) 524-8218 FAX  
[www.vierbicher.com](http://www.vierbicher.com)

Item 64 & Item 44: HE Apron End Wall / Outlet Control Structure; The HE Apron End Wall replaces the Outlet Control Structure

Item 65 & 66 & 67: 24" Field Inlet / 12" RCP / 6" Drain Tile; These items were not bid and were added along the north side of the Brunner expansion to provide drainage around their building.

Sincerely,

Gary Woolever, Project Manager

00530 - CHANGE ORDER NO.1

Project: Attewell Detention Basin, Contract A  
Westside Industrial Park Detention Basin, Contract B

VAI Project No.: 013107381.00

To: City of Mauston  
303 Mansion Street  
Mauston, WI 53948

Contract Date: May 17, 2012

Contract Completion Date: September 15, 2012

The Contract for the above Project shall be changed as follows:

**Contract A & B**

1. Completion Date; Substantial Completion Date is extended to October 15, 2012

**Contract A**

**Add**

2. Item 68; Grubbing of Spoil Site..... Lump Sum \$1,000.00  
3. Item 69; Timber Matt over NNG gas main ..... Not to Exceed \$3,750.00  
**Total Add Contract A ..... \$4,750.00**

**Contract B**

**Add**

4. Item 26; Clear and Grub, area doubled, lump sum fee increase; ..... \$6,840.00  
5. Item 28; Unclassified Excavation, Lump Sum fee, cubic yard increase of 1775 @ \$5.55/cy..... \$9,851.25  
6. Item 62; Storm Sewer, 84" Precast Manhole, Lump Sum ..... \$4,000.00  
7. Item 63; Storm Sewer, 24"x38" HE RCP, Class III; \$80/LF x 485LF ..... \$38,800.00  
8. Item 64; Storm Sewer, 24"x38" HE Apron End Wall ..... \$2,600.00  
9. Item 65; Storm Sewer, 24" Field Inlet, \$880/Each x 2 ..... \$1,760.00  
10. Item 66; Storm Sewer, 12" RCP, \$22.35/LF x 202 LF ..... \$4,514.70  
11. Item 67; Storm Sewer, 6" Drain Tile w/ Geotextile Fabric and Aggregate; \$23.25/LF x 194LF .. \$4,510.50  
**Total Add Contract B ..... \$72,876.45**

**Deduct**

1. Item 35; Storm Sewer, 72" Precast Concrete Manhole, Each ..... \$3,112.00  
2. Item 39; Storm Sewer, 30" RCP, \$48.65/ LF x 556LF ..... \$27,049.40  
3. Item 42; Storm Sewer, 30" RCP Apron End Wall, \$1,815 Each x 2 ..... \$3,630.00  
4. Item 44; Outlet Control Structure, 1 / LS ..... \$5,000.00  
**Total Deduct, Contract B..... \$38,791.40**

**Total Contract B Add .....\$34,085.05**

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**These changes result in the following adjustment of Contract Price and Contract Time:**

Original Contract Price	\$ 635,735.17
Contract Price with Previously Approved Change Orders	\$ 635,735.17
Net Change in Contract Price Due to This Change Order	\$ 35,085.05
Current Contract Price Including This Change Order	\$ 670,820.22
Contract Time Prior to This Change Order	September 15, 2012
Contract Time with Previously Approved Change Orders	No Change
Net Change in Contract Time Due to This Change Order	30 Days
Current Contract Time Including This Change Order	October 15, 2012

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CHANGE ORDER IS VALID ONLY IF SIGNED BY THE ENGINEER, CONTRACTOR, AND OWNER

Vierbicher Associates, Inc.  
ENGINEER

400 Viking Drive, P.O. Box 379  
Reedsburg, WI 53959

  
\_\_\_\_\_  
Signature

9-12-2012  
\_\_\_\_\_  
Date

Gerke Excavating, Inc.  
CONTRACTOR

15341 State Highway 131  
Tomah, WI 54660

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City of Mauston  
OWNER

303 Mansion Street  
Mauston, WI 53948

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ENGINEERING BUDGET ADJUSTMENTS**  
**2011-12 RURAL DEVELOPMENT MISCELLANEOUS PROJECTS**  
**MAUSTON, WI**

7/20/11 – Contract Amendment #2. Costs based on Preliminary Estimates. Project was conceived as a single project that included Rehab on Union, Replacement on Remington, Standby Power and a Storage Building.

TOTAL ENGINEERING BUDGET	\$132,100.00
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**CHANGES**

- Rehab project was re-bid due to receipt of only one, over-budget bid.
- Rehab project was redesigned to simplify bids and increase competition. Note: The redesign and rebid reduced costs by \$20,556.
- Rural Development required the projects be separated to tie to their two separate funding packages. This reallocation was completed multiple times to capture the most grant dollars.

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**POST BID BUDGET**

<b>Rehab &amp; Replacement Project</b>		<b>Standby Power &amp; Storage Building Project</b>	
TOTAL ENGINEERING BUDGET	\$60,500.00	TOTAL ENGINEERING BUDGET	\$85,700.00
TOTAL ENGINEERING BUDGET		\$146,200.00	

Note: This was the budget adopted by the City when Construction Contracts were awarded.

**CHANGES**

- Contaminated soil was discovered on Remington Street. Special soil testing, air testing and extra time to stockpile and haul to a landfill were required. The site was also registered as a new site on the DNR contaminated site list. This was by far the most extensive soil contamination encountered on a Mauston utility project.
- Re-designed Storage Building & parking layout per City request. Moved building and revised grades.
- Work on Union Street was done at night to avoid heavy traffic, necessitating overtime.
- Pipe size on City record drawings was incorrect on Union Street, requiring the intersection be re-designed and proposals obtained from subcontractors to do the revised work. The net result saved construction cost.
- Lift Station #10 revised to add new wet well section and concrete top cover.
- The generator start-ups were performed separately in order to get the portable unit online ASAP.
- Extra time was spent obtaining approval on the fuel tanks for the generators due to regulation changes.
- The construction sequencing did not develop with sequential work. This extended the inspection time with less opportunity to cover multiple projects with the same visit.
- Continued efforts were made to create useful, eligible projects to capture the available grant funds.
- The project budgets and allocations were re-worked several times to fit Rural Development categories and retain eligibility.
- Budgets include \$5,000.00 for Post-Construction engineering work. So far none has been required and little additional time will be necessary unless construction deficiencies are identified.

Note: An engineering budget increase was requested in November 2011 when contamination issues were identified on Remington Street. Action was deferred until project was complete.

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**FINAL**

<b>Rehab &amp; Replacement Project</b>		<b>Standby Power &amp; Storage Building Project</b>	
TOTAL ENGINEERING BUDGET	\$78,500.00	TOTAL ENGINEERING BUDGET	\$94,000.00
TOTAL ENGINEERING BUDGET		\$172,500.00	

Note: All work is based on actual hours plus expenses.

**FINANCE AND  
PURCHASING  
COMMITTEE  
ITEMS**

Finance Committee and Common Council

Vouchers will either be sent via e-mail on Monday or will be presented at Tuesday's meeting.

**OFFICIAL MINUTES OF MEETING  
OF THE  
MAUSTON COMMON COUNCIL FINANCE AND PURCHASING COMMITTEE  
SEPTEMBER 11, 2012**

**Call to Order/Roll Call** The Finance and Purchasing Committee of the Mauston Common Council met at 6pm on Tuesday, September 11, 2012, in the administrative offices of Mauston City Hall. Members present were Dan May and Dennis Nielsen. Member absent was Paul Huebner. Also present were alderperson Michel Messer, City Administrator Nathan Thiel, and Deputy Treasurer Cindy Schlichting.

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

**Vouchers** May/Nielsen to recommend to the Council to approve vouchers in the amount of \$191,719.84. Motion carried by voice vote.

**2013 Budget Development** Thiel reported that not all of the expected revenue figures have been received.

**GIS System Purchase** Thiel reported that initial startup costs are approximately \$30,000 and annual maintenance is between \$2,500 and \$5,000. The application has many possibilities for use within municipal government. A demonstration will be presented to the entire council.

**Pay for Council Members** Committee consensus to not increase the pay the council members receive. The monies could be better used to make improvements to the Council Chambers room.

**Appreciation Picnic** May/Nielsen to recommend to the Council to approve the mayor's request to fund the annual appreciation picnic. Motion carried by voice vote.

**Next Meeting** Committee consensus to start the next meeting at 5:30pm.

**Adjourn** May/Nielsen to adjourn. Motion carried by voice vote. Meeting adjourned at 6:20pm.

---

Paul Huebner, Chair

---

Date



# MEMO

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**To:** Finance Committee  
**From:** Nathan Thiel, City Administrator  
**Subject:** Budget Workshop  
**Date:** September 21, 2012

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I apologize for not including detailed summary of budget requests in this packet, but I will have information at the meeting. I have scheduled the meeting to begin at 6pm and to last only a half an hour. That should be plenty of time for what I have prepared this meeting for the committee. Given the change in flow of information from the state this year, I have included a modified calendar that reflect more accurate deadlines and will be used as a template for next year.

Included in your packet are some stats on Property Taxes. Although we will not learn from the state what is available to the City per statute until next month, this information does provide basis for some discussion. Also as requested I have provided the wages of other Councils and Mayors in communities of similar size.

## Property Tax Outlook

	2012	2013
Equalized Value	175,288,100	165,962,400
Total Assessed	213,662,800	213,861,537

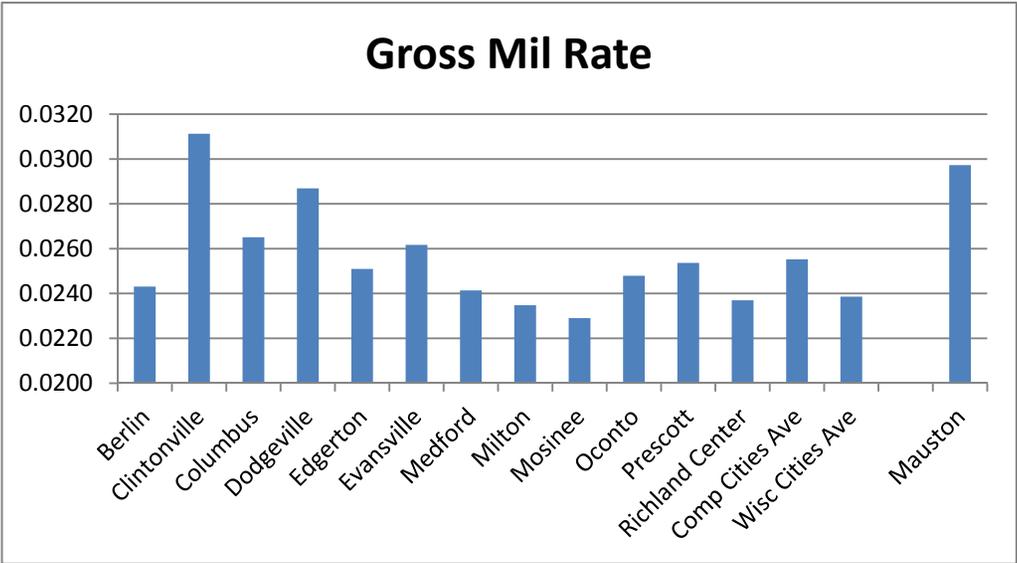
Potential Property Tax Levy	2012	2013 Available	2013 Levy Constant	2013 Rate Constant
Tax Levy	1,654,168	N/A	1,654,168	1,566,163
Change in Levy	N/A	N/A	-	(88,005)
% Change	N/A	N/A	0.00%	-5.32%
Interim Rate*	0.009436853	N/A	0.009967125	0.009436853
Change in Rate/\$1000	N/A	N/A	0.53	-
% Change	N/A	N/A	5.62%	0.00%

City Tax Levy Historical Trend	2008	2009	2010	2011	2012
Mil Rate	0.008162881	0.008365559	0.00871043	0.00956738	0.009436853
Per 1000	8.16	8.37	8.71	9.57	9.44
Change in Rate/\$1000	0.07	0.20	0.34	0.86	(0.13)
% Change	0.84%	2.48%	4.12%	9.84%	-1.36%

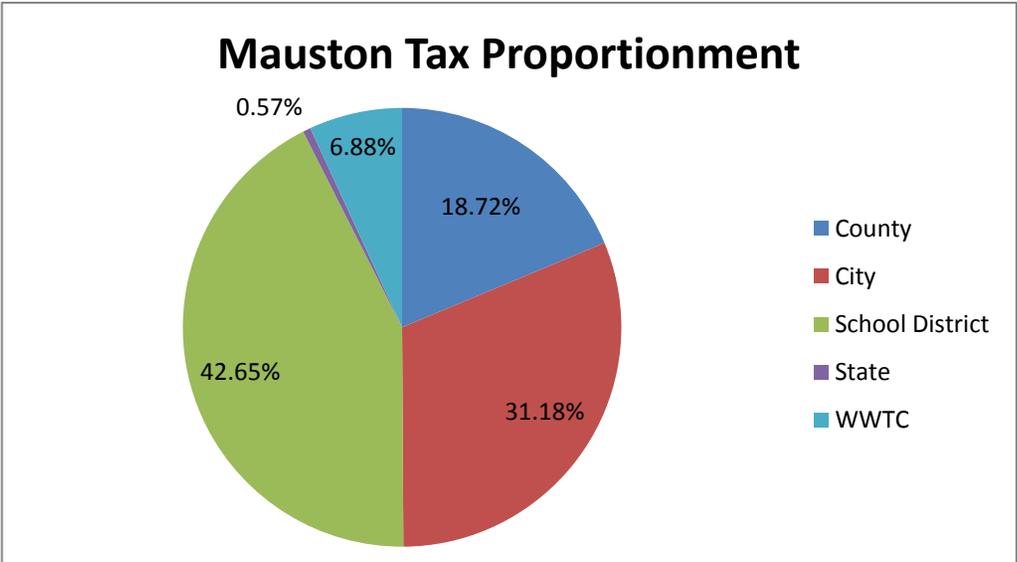
\*Interim Rate is comparable to the Mil Rate. We won't be able to determine the exact Mil Rate until the State concludes manufacturing assessments

# Property Tax Comps

2011	Gross Mil Rate	Effective Mil Rate
Berlin	0.0243	0.0229
Clintonville	0.0311	0.0296
Columbus	0.0265	0.0254
Dodgeville	0.0287	0.0271
Edgerton	0.0251	0.0237
Evansville	0.0262	0.0244
Medford	0.0241	0.0231
Milton	0.0235	0.0223
Mosinee	0.0229	0.0214
Oconto	0.0248	0.0233
Prescott	0.0254	0.0236
Richland Center	0.0237	0.0223
<i>Comp Cities Ave</i>	<i>0.0255</i>	<i>0.0241</i>
<i>Wisc Cities Ave</i>	<i>0.0239</i>	<i>0.0223</i>
<i>Mauston</i>	<i>0.0297</i>	<i>0.0281</i>
<b>Diff to Comps</b>	<b>0.0042</b>	<b>0.0040</b>



Mauston Tax Proportionment	2012
County	0.00574
City	0.00957
School District	0.01308
State	0.00018
WWTC	0.00211
<i>Total Gross Mil Rate</i>	<i>0.03068</i>
Lottery & Gaming Credit	0.00128
<b>Net Gross Mil Rate</b>	<b>0.02941</b>



League of Wisconsin Municipalities Chief Executives Governing Bodies Salaries 2011

Municipality	Type	Title	Salary	Year	Population
Berlin	City	Council Member	\$2,400	2011	5,309
Clintonville	City	Council Member	\$2,860	2011	4,635
Columbus	City	Council Member	\$3,600	2011	4,932
Dodgeville	City	Council Member	\$4,913	2011	4,605
Edgerton	City	Council Member	\$2,200	2011	5,358
Evansville	City	Council Member	\$2,000	2011	4,960
Lake Mills	City	Council Member	\$2,880	2011	5,395
Mauston	City	Council Member	\$2,000	2011	4,411
Mayville	City	Council Member	\$0	2011	5,261
Medford	City	Council Member	\$2,040	2011	4,290
Milton	City	Council Member	\$1,200	2011	5,677
Mosinee	City	Council Member	\$6,000	2011	4,232
Oconto	City	Council Member	\$3,581	2011	4,757
Prescott	City	Council Member	\$3,501	2011	4,056
Richland Center	City	Council Member	\$2,400	2011	5,167
Average			\$2,800		

League of Wisconsin Municipalities Chief Executives Governing Bodies Salaries 2011

Municipality	Type	Title	Salary	Year	Population
Berlin	City	Mayor	\$5,000	2011	5,309
Clintonville	City	Mayor	\$4,860	2011	4,635
Columbus	City	Mayor	\$9,600	2011	4,932
Dodgeville	City	Mayor	\$5,600	2011	4,605
Edgerton	City	Mayor	\$2,500	2011	5,358
Evansville	City	Mayor	\$4,500	2011	4,960
Mauston	City	Mayor	\$4,800	2011	4,411
Medford	City	Mayor	\$8,240	2011	4,290
Milton	City	Mayor	\$2,200	2011	5,677
Mosinee	City	Mayor	\$7,800	2011	4,232
Oconto	City	Mayor	\$12,205	2011	4,757
Prescott	City	Mayor	\$7,620	2011	4,056
Richland Center	City	Mayor	\$7,500	2011	5,167
Average			\$6,300		

## **Executive Summary**

The process to City implementation for the development of the a GIS based asset management system will have multiple phases. Phased implementation will allow the City to transition from a paper based system to an eventual use of complete digital maps and record keeping processes.

The speed with which the City will move towards this enterprise asset system will be governed not only by budget decisions, but also by staff retirements and changes in technology. The later two will not be mutually exclusive as younger employees tend to have a greater acceptance of technology solutions and readily adopt them. The retirements of key staff who have “grown up” with City infrastructure will put a greater strain on the new staff who replace them due to lack of organic knowledge of key components about the systems maintained. Losing this knowledge base can be extremely expensive as the new staff learns of system intricacies.

This proposal estimate makes several assumptions about the City systems and needs regarding City water, sanitary sewer and storm water collection systems. These estimated fees are made based on upon our experience with similar sized communities and our 35 years of team experience assembling GIS systems for state, county and municipalities.

This project estimate is based upon the following project workflow:

1. GPS collect point features for each utility system
  - a. MSA will use hand-held GPS, Trimble hand held systems – sub-foot post processed accuracy
2. Incorporate GPS locations into System Asset Template
  - a. Templates incorporate industry standard attributes about each system component and include condition attributes.
3. GIS map each system using existing maps & project plans or as-builts provided by the City to enter into each component database.
4. Plot system maps for review with City staff for review, changes and finals.
5. Develop and program asset manager for City, provide system training to staff and help incorporate use of system as part of daily City staff functions.

## **System Estimates**

The estimates for the City water system are based upon data retrieved from the PSC report filed this past spring. The water system estimate is broken into two individual phases; the first is the base system which includes all structures except for curb stop valve collection and meters. Most utilities complete the basic system first and complete the collection as a secondary phase. This is due to a requirement to have the valves located and marked by utility staff prior to GPS collection. This is a cost saving measure and helps utility staff identify issues with missing information. However some utilities have chosen to complete this phase so the GIS can be used to track meter replacement with new wireless meter implementation.

The remaining system estimates were based on an evaluation of 1996 mapping and experience with similar sized communities.

City of Mauston, Wisconsin  
Asset Management Estimate – July 2012  
Prepared by: MSA Professional Services, Inc.

Phase 1 – Base Water System

GPS Collection- Hydrants and Valves/ 1040 locates \$4,900

GIS Database Development

    GIS Asset Database load of GPS data to Asset Template

    Base GIS Mapping of Water System

    Project Plan Review for system details

    Preliminary large Plots/ Corrections/Finals \$4,450

**Sub Total Phase 1 = \$9,350**

Optional Phase 1A - Curb Stop Valves and Meter Mapping

GPS Collection of curb stops / Approx. 1500 locates \$5,200

GIS Database Development

    GIS Asset Database load of GPS Data to Asset Template

    Lateral mapping of Curb stops to distribution system

    Generalized Meter Mapping and Connections to CS locations

    Vehicle Map Book Generation \$4,550

**Sub Total Phase 1A = \$9,750**

\*This phase can be adjusted to eliminate lateral mapping.

Phase 2 - Sanitary Sewer System

GPS Collect approx. 430 locations- Manholes, Lift Stations, Clean outs \$3,000

GIS Database Development

    Load GPS features to Asset Template

    Base GIS mapping of Sanitary Collection System

    Project Plans Review for system details

    Preliminary large Plots/ Corrections/Finals \$3,350

**Total Phase 2 = \$6,350**

\*Estimated based on analysis of 1996 Sewer Map

Phase 3 - Storm Water Collection

MSA had insufficient data to provide a quality estimate.

Based on experience and size of City the storm water collection system

**Total Phase 3 = \$5,500**

City of Mauston, Wisconsin  
Asset Management Estimate – July 2012  
Prepared by: MSA Professional Services, Inc.

Phase 4 - Asset Application Development

Develop web based Asset Manager on ArcGIS Server for Flex

Provide system training to City staff

Load base map data provided Juneau County

Develop Administrative and Zoning management functions/logins \$3,200

City Urban Forestry Data Management \$1000

Basic Water System Management \$1500

Curb Stop & Service Management Options \$1000

Sewer System Management Option \$1000

Storm Water System Management Option \$800

**Total Phase 4 = \$8,500**

**Estimated Grand Total = \$39,450**

**The City may choose to not pursue some of these proposed options and therefore reduce overall costs. Additionally, it may be desirable to phase the GIS/Asset Management implementation over several years.**

110 E IRVING PARK RD  
 ROSELLE, IL 60172  
 U.S.A.  
 www.clarke.com  
 TOLL-FREE: 800-323-5727

PH: 630-894-2000  
 FAX: 630-894-1774  
 EMAIL: clarke@clarke.com



**QUOTATION**

**B** City of Mauston (039535)  
**I** Rob Nelson  
**L** 1260 North Rd.  
**L**  
**T** Mauston, WI 53948  
**O** 608-847-4070 X 2

**S** City of Mauston  
**H** Rob Nelson  
**I** 1260 North Rd.  
**P**  
**T** Mauston, WI 53948  
**O** 608-847-4070 X 2

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002008778	07/31/12	Jack Thennisch	Gabriela - Sales Associate	09/30/12

Delivery Method	Terms
Truck	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
12208OHV	GRIZZLY OHV SMART FLOW	1 ea	9,975.00/ ea	9,975.00
11602	ANVIL 2+2 ULV 55GAL	1 drm	3,206.50/ drm	3,206.50

<b>Freight Charge</b>	165.95
<b>Order total</b>	14,072.44
<b>Total</b>	14,072.44
<b>Tax:</b>	724.99

\* For your convenience we also accept Visa and MasterCard

\*\*\* Please Note: Clarke will charge applicable sales taxes unless a valid exemption certificate is faxed to us at: 630-582-0704

# **POLICE CHIEF ITEMS**

Arrests & Citations by Officer (Type)

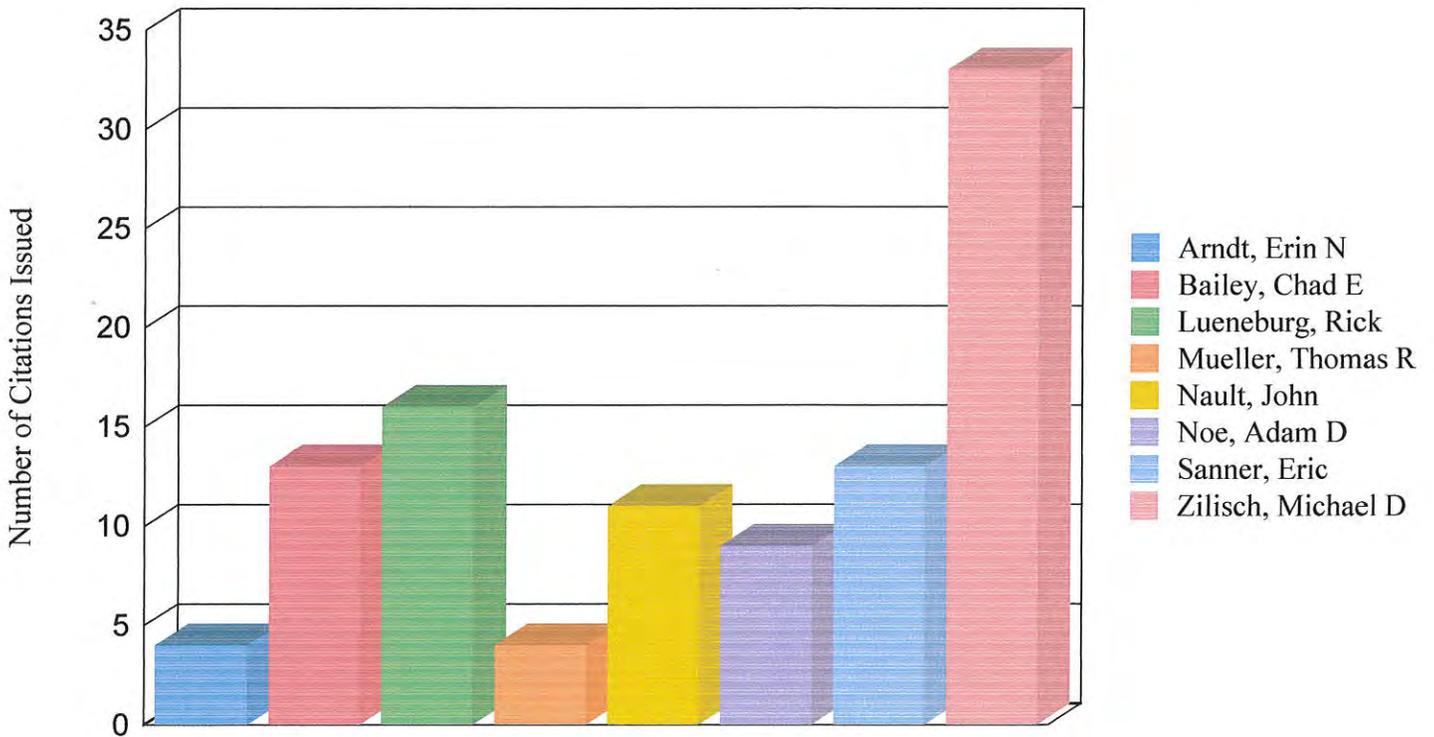
Arrest/Issue Date: 08/01/2012 through 08/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
---------	------	--------------	---------------------	-------

**AUG**

### Arrests and Citations (by Officer)



**Mauston Police Department**  
**Arrests & Citations by Officer (Type)**

Arrest/Issue Date: 08/01/2012 through 08/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
<b>Arndt, Erin N</b>				
	Arrest - State	947.01	Disorderly Conduct	1
				<u>1</u>
	Citation - Municipal	943.24(1)	ISSUE WORTHLESS CHECKS	2
		943.61(2)	THEFT OF LIBRARY MATERIAL (<=\$2500)	1
				<u>3</u>
<b>Bailey, Chad E</b>				
	Arrest - State	946.49(1)(a)	Bail Jumping	1
		948.03(2)(c)	Intentional Cause Bodily Harm	1
				<u>2</u>
	Citation - Municipal	11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=\$2500)	3
		11-947.01	Disorderly Conduct	2
		13.21(6)(1)	ACCUMULATIONS OF GARBAGE. REFUSE, RUBBISH	1
		943.24(1)	ISSUE WORTHLESS CHECKS	2
				<u>8</u>
	Citation - Traffic	343.05(3)(a)	Operate W/O Valid License	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
		346.57(4)(e)	Speeding On City Highway (16-19 Mph)	1
				<u>3</u>
<b>Lueneburg, Rick</b>				
	Arrest - State	946.49(1)(a)	Bail Jumping	1
		961.41(3g)(e)	Possess Thc (Marijuana)	1
		968.09(1)	Warr. On Fail. To Appear	2
		Warrant	Arrested On Warrant	2
				<u>6</u>
	Citation - Municipal	11-947.012	Unlawful use of Telephone	1
				<u>1</u>
	Citation - Traffic	341.04(1)	Non-Registration Of Auto, Etc	1
		343.05(3)(a)	Operate W/O Valid License	1
		343.44(1)(a)	Operating After Suspension (2nd)	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
		346.46	Fail To Stop/Improper Stop At Stop Sign	1
		346.57(4)(e)	Speeding On City Highway (16-19 Mph)	2
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	2
				<u>9</u>
<b>Mueller, Thomas R</b>				
	Citation - Municipal	343.05(3)(a)	Operate w/o valid lic and cause property damage	1
				<u>1</u>
	Citation - Traffic			1

**Mauston Police Department**  
**Arrests & Citations by Officer (Type)**

Arrest/Issue Date: 08/01/2012 through 08/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
<b>Mueller, Thomas R</b>				
	Citation - Traffic			
		343.05(3)(a)	Operate W/O Valid License (2nd)	1
		344.62(1)	Operate Motor Vehicle w/o Insurance	1
		346.18(2)	FAIL/YIELD WHILE MAKING LEFT TURN	1
				<u>3</u>
<b>Nault, John</b>				
	Arrest - State			
		940.235	Strangulation and Suffocation	1
		940.30	False Imprisonment	1
		943.41(5)(b)	Card Crimes -Theft	1
		946.49(1)(a)	Bail Jumping	1
				<u>4</u>
	Citation - Municipal			
		11-943.01	Damage To Property	1
		11-943.34	RECEIVING STOLEN PROPERTY	1
		11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=\$2500)	1
		11-947.01	Disorderly Conduct	1
		943.24(1)	ISSUE WORTHLESS CHECKS	3
				<u>7</u>
<b>Noe, Adam D</b>				
	Arrest - State			
		51.15(12)	Emergency Detention	1
				<u>1</u>
	Citation - Municipal			
		11-947.012	Unlawful use of Telephone	1
				<u>1</u>
	Citation - Traffic			
		344.62(1)	Operate Motor Vehicle w/o Insurance	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
		346.46(1)	Fail/Stop At Stop Sign	1
		346.57(4)(e)	Speeding On City Highway (11-15 Mph)	1
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	3
				<u>7</u>
<b>Sanner, Eric</b>				
	Arrest - State			
		943.20(1)(a)	Theft	1
		Warrant	Arrested On Warrant	1
				<u>2</u>
	Citation - Municipal			
		11-943.13	Trespass to Land	1
				<u>1</u>
	Citation - Traffic			
		341.04(1)	Non-Registration Of Auto, Etc	2
		343.44(1)(a)	Operating After Suspension (4th+)	1
		343.44(1)(b)	OPERATING WHILE REVOKED (FORFEITURE)	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	2
		346.57(4)(e)	Speeding On City Highway (11-15 Mph)	3

**Mauston Police Department**  
**Arrests & Citations by Officer (Type)**

Arrest/Issue Date: 08/01/2012 through 08/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
<b>Sanner, Eric</b>				
	Citation - Traffic	346.63(1)(b)	OPERATING W/PAC (3RD)	1
				<u>10</u>
<b>Zilisch, Michael D</b>				
	Arrest - State	940.19(1)	Battery	1
		940.19(4)	Domestic/Battery	1
		947.01(1)	Domestic/D.C.	2
		Warrant	Arrested On Warrant	2
				<u>6</u>
	Citation - Municipal	11-943.20	Theft-Movable Property <=\$2500	1
		11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=\$2500)	1
		11-943.61	THEFT OF LIBRARY MATERIAL	4
		13.21(9)e	Abandoned motor vehicles	1
		943.24(1)	ISSUE WORTHLESS CHECKS	7
				<u>14</u>
	Citation - Traffic	341.15(1m)(a)	Fail/Attach Rear Regis. Decal/Tag	1
		343.44(1)(a)	Operating After Suspension (4th+)	1
		343.44(1)(b)	OPERATING WHILE REVOKED (FORFEITURE)	1
		344.62(1)	Operate Motor Vehicle w/o Insurance	3
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	2
		346.04(2)	Fail/Obey Traffic Officer Sign/Signal	1
		346.14(2)(a)	Truck Following Too Closely	1
		346.57(4)(e)	Speeding On City Highway (11-15 Mph)	1
		346.87	Unsafe Backing Of Vehicle	1
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	1
				<u>13</u>
<b>GRAND TOTAL:</b>				<u><u>103</u></u>

**Mauston Police Department**  
**Arrests & Citations & Warnings by Day of Week (All)**

Arrest/Issue Date: 08/01/2012 through 08/31/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
11-943.01	Damage To Property	1	0	0	0	0	0	0	1
11-943.13	Trespass to Land	1	0	1	0	0	0	0	0
11-943.20	Theft-Movable Property <=\$2500	1	0	0	0	0	1	0	0
11-943.34	RECEIVING STOLEN PROPERTY	1	0	0	0	0	0	0	1
11-943.50	RETAIL THEFT-INTENTIONALLY	5	1	0	0	0	0	4	0
11-943.61	THEFT OF LIBRARY MATERIAL	4	0	1	2	0	1	0	0
11-947.01	Disorderly Conduct	3	0	0	0	0	0	0	3
11-947.012	Unlawful use of Telephone	2	0	1	0	1	0	0	0
13.21(6)(1)	ACCUMULATIONS OF GARBAGE.	1	0	0	0	1	0	0	0
13.21(9)e	Abandoned motor vehicles	1	0	0	0	0	1	0	0
341.04(1)	Non-Registration Of Auto, Etc	4	1	0	2	0	0	0	1
341.15(1)	Fail/Display Vehicle License Plates	1	0	0	0	0	1	0	0
341.15(1m)(a)	Fail/Attach Rear Regis. Decal/Tag	1	0	0	1	0	0	0	0
341.15(3)(a)	IMPROPER DISPLAY OF LICENSE	1	1	0	0	0	0	0	0
343.05(3)(a)	Operate w/o valid lic and cause property	1	0	0	0	1	0	0	0
	Operate W/O Valid License	2	0	0	1	0	0	1	0
	Operate W/O Valid License (2nd)	1	0	0	0	1	0	0	0
343.44(1)(a)	Operating After Suspension (2nd)	1	1	0	0	0	0	0	0
	Operating After Suspension (4th+)	2	0	0	1	0	0	0	1

**Mauston Police Department**

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

Arrest/Issue Date: 08/01/2012 through 08/31/2012

Officer:

	Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
343.44(1)(b)	2	0	0	0	0	0	1	1
344.62(1)	5	1	0	1	1	0	1	1
344.62(2)	9	2	3	1	2	1	0	0
346.04(2)	1	0	0	1	0	0	0	0
346.05(1)	1	1	0	0	0	0	0	0
346.14(2)(a)	1	0	0	1	0	0	0	0
346.18(2)	1	0	0	0	1	0	0	0
346.46	4	0	3	1	0	0	0	0
346.46(1)	1	0	0	1	0	0	0	0
346.57(4)(c)	11	1	0	2	1	4	1	2
	3	0	1	1	0	1	0	0
346.57(4)(f)	1	0	0	1	0	0	0	0
346.63(1)(b)	1	0	0	0	0	1	0	0
346.87	1	0	0	1	0	0	0	0
347.09(1)(a)	2	1	0	1	0	0	0	0
347.48(2m)(b)	8	1	1	1	0	0	5	0
51.15(12)	1	0	0	0	0	0	0	1
940.19(1)	1	0	0	0	0	0	1	0
940.19(4)	1	0	0	0	0	0	1	0
940.235	1	0	0	1	0	0	0	0

Maunston Police Department

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

Arrest/Issue Date: 08/01/2012 through 08/31/2012

Officer:

	Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
940.30	1	0	0	0	1	0	0	0
943.20(1)(a)	1	0	0	1	0	0	0	0
943.24(1)	14	0	3	3	8	0	0	0
943.41(5)(b)	1	0	1	0	0	0	0	0
943.61(2)	1	0	0	0	0	1	0	0
946.49(1)(a)	3	0	0	1	1	1	0	0
947.01	1	0	0	0	1	0	0	0
947.01(1)	2	0	0	0	0	0	2	0
961.41(3g)(e)	1	0	1	0	0	0	0	0
968.09(1)	2	0	0	0	0	2	0	0
TR305.09(4)	1	0	0	0	0	1	0	0
TR305.11(2)(a)	1	0	0	0	0	0	1	0
TR305.15(2)	1	0	0	0	0	1	0	0
TR305.20(1)	1	0	0	0	1	0	0	0
Warrant	5	1	0	1	1	2	0	0
<b>Total</b>	<b>126</b>	<b>12</b>	<b>16</b>	<b>27</b>	<b>22</b>	<b>19</b>	<b>18</b>	<b>12</b>

**Mauston Police Department**  
**Officer Arrests\Citations\Other Contacts**  
Arrest/Issue Date: 08/01/2012 through 08/31/2012  
Arresting Officer:

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	Grand Total	Arrests		Citations	Warnings	Other Contacts *
		Adult	Juvenile	Adult	Adult	Adult
Arndt, Erin N	4	0	1	3	0	0
Bailey, Chad E	13	2	0	11	0	0
Lueneburg, Rick	28	5	1	10	12	0
Mueller, Thomas R	5	0	0	4	1	0
Nault, John	11	4	0	7	0	0
Noe, Adam D	11	1	0	8	2	0
Sanner, Eric	17	2	0	11	4	0
Zilisch, Michael D	42	6	0	27	5	4
<b>Total</b>	<b>131</b>	<b>20</b>	<b>2</b>	<b>81</b>	<b>24</b>	<b>4</b>

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

**Mauston Police Department**

**Incident Offenses (by Officer)**

Reported Date: 08/01/2012 through 08/31/2012

Offense Type: All

# REPORTS

Officer	Offense Code	Offense Description	Total
<b>Arndt, Erin N</b>			
	943.10(1)	Burglary - Steal/Commit Felony	1
	943.01(1)	Criminal Damage To Property	2
	HARASSMENT	Harassment	1
	HIT & RUN	Hit & Run	1
	943.24(1)	ISSUE WORTHLESS CHECKS	1
	948.21(1)	Neglect A Child Eath	1
	943.20(1)(a)	Theft	2
		<b>Arndt, Erin N</b>	<u>9</u>
<b>Bailey, Chad E</b>			
	ACC/TRF/PDO	Accident-Traffic Pdo	2
	13.21(6 )(1	ACCUMULATIONS OF GARBAGE. REFUSE, RUBBISH	1
	946.49(1)(a)	Bail Jumping	1
	943.01(1)	Criminal Damage To Property	1
	11-947.01	Disorderly Conduct	1
	948.03(2)(c)	Intentional Cause Bodily Harm	1
	11-943.50	RETAIL THEFT (SHOPLIFTING)	1
	943.20(1)(a)	Theft	4
		<b>Bailey, Chad E</b>	<u>12</u>
<b>Lueneburg, Rick</b>			
	ACC/TRF/PDO	Accident-Traffic Pdo	1
	Warrant	Arrested On Warrant	2
	946.49(1)(a)	Bail Jumping	1
	961.41(3g)(e)	Possess Thc (Marijuana)	1
	11-947.012	Unlawful use of Telephone	1
	968.09(1)	Warr. On Fail. To Appear	2
		<b>Lueneburg, Rick</b>	<u>8</u>
<b>Messer, Mark A</b>			
	940.19(1)	Battery	1
		<b>Messer, Mark A</b>	<u>1</u>
<b>Mueller, Thomas R</b>			
	ACC/TRF/PDO	Accident-Traffic Pdo	1
		<b>Mueller, Thomas R</b>	<u>1</u>
<b>Nault, John</b>			
	ACC/TRF/PDO	Accident-Traffic Pdo	2
	940.19(1)	Battery	1
	943.10(1)	Burglary - Steal/Commit Felony	1
	943.41(5)(b)	Card Crimes -Theft	1
	COUNTERFEIT	Counterfeit Money	1
	943.01(1)	Criminal Damage To Property	1
	11-947.01	Disorderly Conduct	1
	940.30	False Imprisonment	1
	INF/ONLY	Information Only	2
	943.50 (1m)(b)	Intentionally Takes and Carries Away Merchandise	1
	943.24(1)	ISSUE WORTHLESS CHECKS	1
	11-943.50	RETAIL THEFT (SHOPLIFTING)	1
	940.225(3)	Sex Assault Third Degree	1
	943.20(1)(a)	Theft	6

**Mauston Police Department**  
**Incident Offenses (by Officer)**

Reported Date: 08/01/2012 through 08/31/2012

Offense Type: All

Officer	Offense Code	Offense Description	Total
			<b>Nault, John</b>
			<u>21</u>
<b>Noe, Adam D</b>			
	51.15(12)	Emergency Detention	1
	INF/ONLY	Information Only	1
	11-947.012	Unlawful use of Telephone	1
			<b>Noe, Adam D</b>
			<u>3</u>
<b>Sanner, Eric</b>			
	Warrant	Arrested On Warrant	1
	ASST/AGENCY	Assist Other Agency	1
	ASSIST OFFICER	Asst W/Arrest Or Incident	1
	943.10(1)	Burglary - Steal/Commit Felony	1
	943.01(1)	Criminal Damage To Property	2
	943.201	Identity Theft	1
	DRUG SEARCH	K-9 Unit Drug Search	7
	K-9 Unit Mutual Aid Reque	K-9 Unit Mutual Aid Request	1
	943.20(1)(a)	Theft	2
			<b>Sanner, Eric</b>
			<u>17</u>
<b>Zilisch, Michael D</b>			
	ACC/TRF/PDO	Accident-Traffic Pdo	3
	ACC/TRF/PI	Accident-Traffic PI	1
	ANIMAL BITE-DOG	Animal Bite, Dog	1
	Warrant	Arrested On Warrant	2
	940.19(1)	Battery	1
	943.41(6)	Card Crimes -Fraud Use-Others	1
	CK/WELFARE	Check Welfare	1
	COUNTERFEIT	Counterfeit Money	1
	947.01	Disorderly Conduct	1
	940.19(4)	Domestic/Battery	1
	HIT & RUN	Hit & Run	1
	INF/ONLY	Information Only	1
	943.20(1)(a)	Theft	2
	GAS DRIVE-OFF	Theft/Gas Drive-Off	3
			<b>Zilisch, Michael D</b>
			<u>20</u>
<b>Zobal, Andrew F</b>			
	INF/ONLY	Information Only	3
	MENTAL SUBJECT	Mental Subject	1
			<b>Zobal, Andrew F</b>
			<u>4</u>
			<b>GRAND TOTAL:</b>
			<u><u>96</u></u>

**Mauston Police Department**  
**Ticket Totals (by Officer)**

Issue Date: 08/01/2012 through 08/31/2012

# PARKING

<b>Officer</b>	<b>Violation Code</b>	<b>Violation Description</b>	<b>Total</b>
Kris Fosbinder, Kris	MEALS	MEAL SITE	2
	OTHER	NO PARKING OTHER	5
	2 HOUR	TWO HOUR PARKING	40
			<b>By Officer: 47</b>
Off Eric Sanner,	OTHER	NO PARKING OTHER	1
			<b>By Officer: 1</b>
		<b>Total Tickets: 48</b>	

*PFC 2014*  
Kristi Tremain

From: Learning2bfree@aol.com  
Sent: Thursday, August 23, 2012 6:47 PM  
To: Kristi Tremain  
Cc: Chief Messer  
Subject: Thank you

*TO: PFM  
NICE JOB  
A/M*

Dear Chief Messer,

I stopped in yesterday to express my gratitude to all who responded this past weekend when Kyle and his best friend Blake had their biking accidents - as soon as things settle down I will be dropping off some cookies or other sweet treats-

It's a terrifying moment for a mother to rush out to see her child laying on the ground with paramedics and police standing around them. That was my experience this past Sunday when neighbors knocked on my door waking me from a nap I had been taken - I can still feel my heart pounding out of my chest as I approached the area where the boys were.

All who responded to the call were wonderful in how they treated the boys and calmed me - I am truly grateful for this.

Kyle arm was severely broken -a complete fracture of both bones in his forearm..had there been a slight more pressure to the impact it would have been a compound fracture. That night he had to be rushed from Mile Bluff to Gundersen Lutheran in LaCrosse for emergency orthopedic surgery -because of how bad his injury was and it not healing properly he will be having another surgery next week.

It's been a bit of a nightmare for us, but as I stated above I am truly grateful for the level of service from all the first responders and the police department - Please pass this message on.

Thank you,

Eva Marie Woywod

I've included a picture of Kyle's arm...it was pretty bad

Date OT Starts	OT Time Started	OT Time Ends	Total Hours	Reason for overtime or Assignment	Approved By
09-02-12	7:00 AM	9:00 AM	2	CDTP case Super 8 motel towards end of shift	
09-12-12	7:00 AM	4:30 PM	9.5	Firearms training	

OT Starts	Started	Ends	Hours	Reason for overtime or Assignment	Approved By
9-4-12	7:00 AM	8:00 AM	1	School Traffic Bill to School	102
9-5-12	7:00 AM	8:00 AM	1	School Traffic Bill to School	102
9-6-12	7:00 AM	8:00 AM	1	School Traffic Bill to School	102
9-7-12	7:00 AM	8:00 AM	1	School Traffic Bill to School	102
9-10-12	7:00 AM	8:00 AM	1	HELP CROSSING GUARD w/STUDENTS PER 101 Bill to School	102
9-11-12	7:30 AM	8:00 AM	1/2	School Traffic Bill to School	102
9-12-12	6:00 AM	8:00 AM	2	O.T. P.D. SHOOT	
9-12-12	4:00 PM	7:00 PM	3	O.T. P.D. SHOOT	
9-13-12	7:30 AM	8:00 AM	1/2	School Traffic Bill to School	102
9-14-12	7:30 AM	8:00 AM	1/2	School Traffic Bill to School	102

OT Starts	Started	Ends	Hours	Reason for overtime or Assignment	By
09/07	3am	7am	4 HRS	Fire SREPT	
09/10	7am	11am	4 HRS	Fire SREPT	
09/12	7am	12pm	5 HRS	FIREARMS	

Date	OT Time Started	OT Time Ends	Total Hours	Reason for overtime or Assignment	Approved By
09/12/2012	6am	7pm	13	FIREARMS TRAINING	

Date OT Starts	OT Time Started	OT Time Ends	Total Hours	Reason for overtime or Assignment	Approved By
09/12/12	7A	3P	8	Firearms Training	



P.F.C. 12-12-12  
 12-12-12  
 PERS  
 FILE

<input checked="" type="checkbox"/> Reportable Accident	<input checked="" type="checkbox"/> On Emergency	<input type="checkbox"/> Amended	DOT Document Number C5MZ9DJ	Document Override Number
Agency Accident Number 12-026778		Police Number 12-026778		
4 - Accident Date 09/07/2012	5 - Time of Accident (Military Time) 1755	6 - Total Units 01	7 - Total Injured 00	8 - Total Killed 00
2 - County JUNEAU - 29	3 - Municipality MAUSTON - 58, CITY	11 - Accident Location INTERSECTION		
14 - On Hwy No. 082	14 - On Street Name EB	14 - Bus/Frn/Rmp	15 - Est. Dist Ft/Mi	15 - Hwy. Dir
16 - Fr/At Hwy No.	16 - From/At Street Name LINCOLN ST	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude	
80 - First Harmful Event CURB		93 - Manner of Collision NO COLLISION WITH MOTOR VEHICLE IN TRANSPORT		
112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Road Terrain LEVEL/FLAT	Surface Type CONCRETE - 1	
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)				
117 - Relation To Roadway OUTSIDE-SHOULDER-RIGHT				
114 - Light Condition DAYLIGHT		116 - Road Surface Condition DRY		118 - Weather CLEAR
<input type="checkbox"/> Hit and Run	<input checked="" type="checkbox"/> Government Property	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Photos Taken	<input type="checkbox"/> Trailer or Towed
<input type="checkbox"/> Truck, Bus, or Hazardous Materials	<input type="checkbox"/> Load Spillage	<input checked="" type="checkbox"/> Construction Zone	<input type="checkbox"/> Names Exchanged	
101 <input type="checkbox"/> Supplemental Reports		102 <input checked="" type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken
79 - E M S Number				

GENERAL INFORMATION

POLICE # 12-026778

ACCIDENT # 12-026778

CONFIDENTIAL

COPY

9-12-12  
 TO: 15  
 DISCUSSED / COUNSELLED  
 "MATTER OF"  
 ATTACHED

Operator/Pedestrian

Unit Status E - ON EMERGENCY		81 - Most Harmful Event: Collision With OTHER POST		23 - Dir Of Travel EAST	24 - Speed Limit 25
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number A6532148875200		30 - State WI	31 - Expiration Year 2015	34 - On Duty Accident POLICE	
25 - Operator/Pedestrian Last Name ARNDT		25 - First Name ERIN		25 - Middle Initial N	25 - Suffix
32 - Date Of Birth 07/12/1988		33 - Sex FEMALE			
26 - Address Street & Number 301 W MAIN ST				28 - PO Box 231	
27 - City HUSTLER		27 - State WI	27 - Zip Code 546370000	28 - Telephone Number (608) 847-6363 EXT.	
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
119 - What Driver Was Doing MAKING-LEFT-TURN		120 - Traffic Control TRAFFIC-SIGNAL-OPERATING		62 - No. of Citations Issued 1	
64 - 1st Statute No. 346.57(2)	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
122 - Driver Factors EXCEEDING-SPEED-LIMIT, FAILURE-TO-HAVE-CONTROL					
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	

OPERATOR/PEDESTRIAN 01

CONFIDENTIAL

CONFIDENTIAL

81 - Drugs Reported
124 - Highway Factors CONSTRUCTION-ZONE

**Vehicle**

<b>VEHICLE 01</b>	21 - Unit Type AUTOMOBILE		Vehicle Type POLICE-ON-EMERGENCY			22 - Total Occupants 1
	56 - License Plate Number E4172		57 - Plate Type OFF	58 - State WI	59 - Exp. Year 2012	65 - Vehicle Identification Number 2G1WD5EM0B1255383
	60 - Year 2011	61 - Make CHEV	62 - Model IMPAL	63 - Body Style 4D	64 - Color WHI	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage FRONT, TOP OF VEHICLE, UNDERCARRIAGE					
	95 - Extent Of Damage MODERATE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

**COPY**

**Vehicle Owner**

<b>VEH OWNER 01</b>	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name MAUSTON CITY POLICE DEPARTMENT OWNER/OPERATOR					
	47 - Address Street & Number 303 MANSION ST			47 - PO Box		
	48 - City MAUSTON		48 - State WI	48 - Zip Code 539480000	49 - Telephone Number (608) 847-6363 EXT.	

**Insurance**

<b>INS 01</b>	83 - Liability Insurance Company COMMUNITY-INSURANCE-CORP--C/O-WISCONSIN-CONTIES-AS		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company MAUSTON CITY POLICE DEPARTMENT OWNER/OPERATOR		

**School Bus**

<b>BUS 01</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From		School Name	Body Make	Seating Capacity
	School District Contracted With				

**Property**

Organization Type GOVERNMENT	84 - Property Owner Last Name	84 - First Name	84 - Middle Initial	84 - Suffix
---------------------------------	-------------------------------	-----------------	---------------------	-------------

PK2011

<b>PROPERTY OWNER 01</b>	84 - Company Name <b>WISCONSIN DOT</b>		Government Property Type <b>FEDERAL/STATE</b>	
	85 - Address Street & Number <b>2610 INDUSTRIAL ST.</b>		85 - PO Box	
	86 - City <b>WISCONSIN RAPIDS</b>	86 - State <b>WI</b>	86 - Zip Code <b>544958021</b>	87 - Telephone Number <b>(715) 421-8360 EXT.</b>
	83 - Government Damage Tag Number <b>251611</b>			
	<b>Fixed Objects Struck</b>			
82 - Striking Unit <b>1</b>	82 - Object Struck <b>CURB</b>	82 - Striking Unit <b>1</b>	82 - Object Struck <b>EMBANKMENT</b>	
82 - Striking Unit <b>1</b>	82 - Object Struck <b>OTHER-POST</b>	82 - Striking Unit	82 - Object Struck	
82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck	

**Diagram and Narrative**

**COPI**

105 - PHOTOS BY  
 LT TONY HEISS

**DIAGRAM AND NARRATIVE**

UNIT 1 ( MAUSTON PD SQUAD) WAS TRAVELING EMERGENCY (LIGHTS AND SIREN ACTIVATED) EB ON HWY 82 APPROACHING LINCOLN ST IN THE LEFT TURN LANE. UNIT 1 ACCELERATED TO MAKE A LEFT TURN (NORTH) ON TO LINCOLN ST, LOST CONTROL, AND STRUCK THE CURB, AN EMBANKMENT OF DIRT, AND A UTILITY POLE CABLE SUPPORT POST (POLE #430) ON THE RIGHT SHOULDER. UNIT 1 DRIVER ISSUED CITE FOR FAILURE TO KEEP VEHICLE UNDER CONTROL.

**Officer Information**

**Wisconsin Motor Vehicle  
Accident Report** MV4000e 01/2005

**C5MZ9DJ**

PK2011

<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>LARSEN</b>		126 - First Name <b>M</b>	125 - Middle Initial	131 - Officer ID <b>2504</b>	
	129 - Law Enforcement Agency No. <b>7405</b>		130 - Law Enforcement Agency Name <b>WISCONSIN STATE PATROL</b>			
	126 - Law Enforcement Agency Address Street & Number <b>23928 LESTER MCMULLEN DRIVE</b>					
	127 - City <b>TOMAH</b>		127 - State <b>WI</b>	127 - Zip Code <b>546605376</b>	128 - Telephone Number <b>(608) 374-0513 EXT.</b>	
	132 - Date Notified <b>09/07/2012</b>		133 - Time Notified (Military Time) <b>1846</b>	134 - Time Arrived (Military Time) <b>1857</b>	135 - Date Of Report <b>09/07/2012</b>	
	Agency Accident Number <b>12-026778</b>		Police Number <b>12-026778</b>	19 - Special Study		
	18 - Agency Space					

**96 COPY**

IN THE MATTER OF: ACCIDENT WITH THE MAIN DUTY SQUAD

Chief Messer,

I was responding to an EMT call at Festival Food in the city of Mauston, I was in my fully marked squad car with my emergence lights and sirens on. I was traveling on E 82 making a left turn I was waiting for another car to make his right turn so I was in the process of making a wide left turn as I was turning I did not make the turn. I entered onto the curb striking a wire guide line. I stopped immediately after and notified dispatch.

  
MPD 111

Professionally

Erin Arndt #111

Mauston Police Department

9-12-12  
TO: ) PERS  
FILE  
DISCUSSED / COUNSELLED  
  
111

# **ADMINISTRATOR'S ITEMS**

# CURRAN, HOLLENBECK & ORTON, S.C.

**MAUSTON OFFICE:**

111 OAK STREET  
P.O. BOX 140  
MAUSTON, WI 53948-0140  
TELEPHONE (608) 847-7363  
FACSIMILE (608) 847-4155  
CURRANLAWOFFICE.COM

**ATTORNEYS AT LAW:**

FRED D. HOLLENBECK\*  
WILLIAM T. CURRAN  
JOHN R. ORTON  
THOMAS J. CASEY  
CATHERINE CURRAN ORTON  
ERIC S. JOHNSON  
ANDREA VON HOFF  
PETER J. CURRAN  
\*COURT COMMISSIONER

**DELLS / DELTON OFFICE:**

140 EAST ADAMS STREET  
P.O. BOX 370  
LAKE DELTON, WI 53940-0370  
TELEPHONE (608) 253-7363  
FACSIMILE (608) 253-4155  
CURRANLAWOFFICE.COM

September 20, 2012

Mr. Nathan Thiel  
Mauston City Administrator  
303 Mansion Street  
Mauston, WI 53948

RE: Property at 723 Division Street

Dear Mr. Thiel:

Enclosed please find:

1. Offer to Purchase for the property at 723 Division Street in Mauston
2. Real Estate Condition Report

I am assisting John Orton with this matter. If you have any questions please contact me here at the office.

Very truly yours,

CURRAN, HOLLENBECK & ORTON, S.C.



BY: Peter J. Curran  
(Reply to Mauston Office)

PJC:cmw  
Enclosures

REAL ESTATE CONDITION REPORT

**DISCLAIMER**

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 723 Division St. Mauston, WI 53948. STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF September (MONTH), 20 (DAY), 2012 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENT'S REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

**OWNER'S INFORMATION**

In this form, *am aware* means to have notice or knowledge. In this form, *defect* means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that, if not repaired, removed or replaced, would significantly shorten or adversely affect the expected normal life of the premises.

The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

The owner represents that, to the best of his or her knowledge, the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes."

If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

	Yes	No	N/A
1. I am aware of defects in the roof.	<u>  x  </u>	<u>          </u>	<u>          </u>
2. I am aware of defects in the electrical system.	<u>  x  </u>	<u>          </u>	<u>          </u>
3. I am aware of defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.	<u>  x  </u>	<u>          </u>	<u>          </u>
4. I am aware of defects in the heating and air conditioning system (including the air filters and humidifiers).	<u>  x  </u>	<u>          </u>	<u>          </u>

- |     |   |   |   |   |
|-----|---|---|---|---|
| 5.  | I am aware of defects in the well, including unsafe well water.   | _____   | _____   | _____ <input checked="" type="checkbox"/> _____ |
| 6.  | I am aware that this property is served by a joint well.  | _____   | _____   | _____ <input checked="" type="checkbox"/> _____ |
| 7.  | I am aware of defects in the septic system or other sanitary disposal system.   | _____ <input checked="" type="checkbox"/> _____ | _____   | _____   |
| 8.  | I am aware of underground or above-ground fuel storage tanks on the property. (If "yes," the owner, by law, may have to register the tanks with the Department of Commerce at P.O. Box 7837, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused tanks.) | _____   | _____ <input checked="" type="checkbox"/> _____ | _____   |
| 9.  | I am aware of an LP tank on the property. (If "yes," specify in the additional information space whether the owner of property either owns or leases the tank.)   | _____   | _____ <input checked="" type="checkbox"/> _____ | _____   |
| 10. | I am aware of defects (including cracks seepage, or bulges) in the basement or foundation.  | _____ <input checked="" type="checkbox"/> _____ | _____   | _____   |
| 11. | I am aware that the property is located in a floodplain, wetland, or shoreland zoning area.   | _____   | _____ <input checked="" type="checkbox"/> _____ | _____   |
| 12. | I am aware of defects in the structure of the property.   | _____ <input checked="" type="checkbox"/> _____ | _____   | _____   |
| 13. | I am aware of defects in mechanical equipment included in the sale either as fixtures or as personal property.  | _____   | _____   | _____ <input checked="" type="checkbox"/> _____ |
| 14. | I am aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway).   | _____   | _____ <input checked="" type="checkbox"/> _____ | _____   |
| 15. | I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead   | _____   | _____ <input checked="" type="checkbox"/> _____ | _____   |

in water supplies or plumbing system, or other potentially hazardous or toxic substances on the premises.

- |   |                      |                      |                          |
|---|----------------------|----------------------|--------------------------|
| 16. I am aware of the presence of asbestos or asbestos-containing materials on the premises.  | _____                | <u>      x      </u> | _____                    |
| 17. I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.  | _____                | <u>      x      </u> | _____                    |
| 18. I am aware of current or previous termite, powder-post beetle, or carpenter ant infestations.   | _____                | <u>      x      </u> | _____                    |
| 19. I am aware of defects in a woodburning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the property.  | _____                | _____                | <u>          x      </u> |
| 20. I am aware either that remodeling affecting the property's structure or mechanical systems was done, or that additions to this property were made during my period of ownership without the required permits. | _____                | <u>      x      </u> | _____                    |
| 21. I am aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition.   | _____                | <u>      x      </u> | _____                    |
| 22. I have received notice of property tax increases, other than normal annual increases, or am aware of a pending property reassessment.   | _____                | <u>      x      </u> | _____                    |
| 23. I am aware that remodeling that may increase the property's assessed value was done.  | _____                | <u>      x      </u> | _____                    |
| 24. I am aware of proposed or pending special assessments.  | _____                | <u>      x      </u> | _____                    |
| 25. I am aware of the proposed construction of a public project that may affect the use of the property.  | <u>      x      </u> | _____                | _____                    |

26. I am aware of subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, rights-of-way, easements, or another use of a part of the property by nonowners, other than recorded utility easements. \_\_\_\_\_       x       \_\_\_\_\_

27. I am aware of other defects affecting the property. \_\_\_\_\_       x       \_\_\_\_\_

**ADDITIONAL INFORMATION**

1. I am aware that a structure on the property is designated as a historic building or that part of the property is in a historic district. \_\_\_\_\_       x       \_\_\_\_\_

2. The owner has lived on the property for N/A.

3. Explanation of "yes" responses.

This Property is being sold "AS IS" with no warranties.

The structure(s) on the property are in need of repair in the following areas: the roof, electrical system, plumbing system, heating system, septic system, the foundation, and the structure generally. None of these have been updated in many years.

Seller is aware of road construction that may affect the use of the Property.

**OWNER'S CERTIFICATION**

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge, as of the date on which the owner signs this report.

Owner Sharon Pufahl Date 091912  
Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

A person other than the owner certifies that he or she has supplied information on which the owner relied for this report, and that such information is true and correct to the best of that person's knowledge, as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE REGARDING ADVICE OR INSPECTIONS**

THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

**BUYER'S ACKNOWLEDGEMENT**

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects, such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON 9/13/2012 [DATE] IS (AGENT ~~OF~~ BUYER) (AGENT OF SELLER/LISTING  
2 BROKER) (AGENT OF BUYER AND SELLER) **STRIKE ONES NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, City of Mauston, offers  
4 to purchase the Property known as [Street Address] 723 Division Street  
5 in the City Mauston of Mauston  
6 County of Juneau Wisconsin (Insert additional description, if any, at lines 165-172 or 438-444 or attach  
7 as an addendum per line 436), on the following terms:

8 ■ PURCHASE PRICE: Five Thousand and 00/100  
9 \_\_\_\_\_ Dollars (\$ \$5,000.00).

10 ■ EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 0 will be  
11 mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or \_\_\_\_\_

12  
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the Purchase Price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items: None

16  
17 ■ NOT INCLUDED IN PURCHASE PRICE: None

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-195) to be excluded by Seller or which are rented**  
20 **and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
22 **included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but  
24 identical copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
26 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
28 on or before October 5, 2012. Seller may keep the Property  
29 on the market and accept secondary offers after binding acceptance of this Offer.

30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (□) ARE PART OF  
32 THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF  
33 MARKED N/A OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-55.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
37 named at lines 50 or 53.

38  (2) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
39 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at lines 50 or 53  
40 for delivery to the Party's delivery address at lines 51 or 54.

41  (3) **Fax:** fax transmission of the document or written notice to the following telephone number:  
42 Buyer: (\_\_\_\_\_) \_\_\_\_\_ Seller: (\_\_\_\_\_) \_\_\_\_\_

43  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
44 or to the Party's recipient for delivery if named at lines 50 or 53 for delivery to the Party's delivery address at lines  
45 51 or 54.

46  (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at lines  
47 52 or 55. If this is a consumer transaction where the property being purchased is used primarily for personal, family or  
48 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of  
49 electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

50 Seller's recipient for delivery (optional): \_\_\_\_\_  
51 Delivery address for Seller: 111 Oak St. Mauston, Wisconsin 53948

52 E-Mail address for Seller (optional): \_\_\_\_\_  
53 Buyer's recipient for delivery (optional): \_\_\_\_\_

54 Delivery address for Buyer: 303 Mansion St. Mauston, Wisconsin 53948  
55 E-Mail address for Buyer (optional): \_\_\_\_\_

56 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal Delivery to, or Actual Receipt by, any named Buyer or Seller  
57 constitutes Personal Delivery to, or Actual Receipt by all Buyers or Sellers.

58 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 59 Offer at lines 165-172 or 438-444 or in an addendum attached per line 436. At time of Buyer's occupancy, Property shall be  
 60 in broom swept condition and free of all debris and personal property except for personal property belonging to current  
 61 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if  
 62 any.

63 **DEFINITIONS**

- 64 ■ **ACTUAL RECEIPT:** "Actual receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 65 written notice physically in the Party's possession, regardless of the method of delivery.
- 66 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions affecting the Property or transaction" are  
 67 defined to include:
- 68 a. Defects in the roof.
  - 69 b. Defects in the electrical system.
  - 70 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included  
 71 in the sale.
  - 72 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
  - 73 e. Defects in the well, including unsafe well water.
  - 74 f. Property is served by a joint well.
  - 75 g. Defects in the septic system or other sanitary disposal system.
  - 76 h. Underground or aboveground fuel storage tanks on or previously located on the property. (If "yes", the owner, by law,  
 77 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707,  
 78 whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of  
 79 unused tanks.)
  - 80 i. "LP" tank on the property (specify in the additional information whether the tank is owned or leased).
  - 81 j. Defects in the basement or foundation (including cracks, seepage and bulges).
  - 82 k. Property is located in a floodplain, wetland or shoreland zoning area.
  - 83 l. Defects in the structure of the Property.
  - 84 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
  - 85 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
  - 86 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in  
 87 paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the  
 88 Property. **NOTE: specific federal lead paint disclosure requirements must be complied with in the sale of most  
 89 residential properties built before 1978.**
  - 90 p. Presence of asbestos or asbestos-containing materials on the Property.
  - 91 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
 92 substances on neighboring properties.
  - 93 r. Current or previous animal, insect, termite, powder-post beetle or carpenter ant infestations.
  - 94 s. Defects in a wood burning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the  
 95 Property.
  - 96 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 97 without required permits.
  - 98 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
  - 99 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
  - 100 w. Remodeling that may increase Property's assessed value.
  - 101 x. Proposed or pending special assessments.
  - 102 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 103 assessments against the real property located within the district.
  - 104 z. Proposed construction of a public project that may affect the use of the Property.
  - 105 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 106 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
  - 107 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
  - 108 cc. Any land division involving the Property for which required state or local permits had not been obtained
  - 109 dd. Violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on  
 110 all levels of all residential properties.**
  - 111 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 112 Property.
  - 113 ff. Other defects affecting the Property.
- 114 **(Definitions Continued on page 4)**

115 **CLOSING** This transaction is to be closed no later than November 9, 2012 at the place  
116 selected by Seller, unless otherwise agreed by the Parties in writing.

117 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing  
118 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
119 assessments, fuel and \_\_\_\_\_

120 **CAUTION: Provide basis for fuel prorations if date of closing value will not be used.**

121 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Net  
122 general real estate taxes (defined as general property taxes after state tax credits and lottery credits are deducted) shall be  
123 prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124  The net general real estate taxes for the preceding year, or the current year if available (NOTE: THIS CHOICE  
125 APPLIES IF NO BOX IS CHECKED)

126  Current assessment times current mill rate (current means as of the date of closing)

127  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
128 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

129

130 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
131 **substantially different than the amount used for proration especially in transactions involving new construction,**  
132 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
133 **assessor regarding possible tax changes.**

134  Buyer and Seller agree to re-prorate the real estate taxes, within 30 days after the actual tax bill is received for the  
135 year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer and Seller agree this is a post-closing  
136 obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this  
137 transaction.

138 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
139 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
140 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_  
141 \_\_\_\_\_ . Insert additional terms, if any, at lines 165-172 or 438-444 or attach as an addendum per line 436.

142 **RENTAL WEATHERIZATION** This transaction (is) (is ~~not~~) ~~STRIKE ONE~~ exempt from State of Wisconsin Rental  
143 Weatherization Standards (Wis. Admin. Code Ch. Comm 67). (Buyer) (~~Seller~~) ~~STRIKE ONE~~ ("Buyer" if neither is stricken)  
144 will be responsible for compliance, including all costs, with applicable Rental Weatherization Standards (Wis. Admin. Code  
145 Ch. Comm 67). If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

146 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
147 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
148 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for  
149 example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. §  
150 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after  
151 acceptance of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A  
152 prospective Buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day  
153 period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer  
154 may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of  
155 the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for  
156 additional information regarding rescission rights.

157 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
158 notice or knowledge of conditions affecting the Property or transaction (lines 66-113) other than those identified in Seller's  
159 Real Estate Condition Report dated September 18, 2012, which was received by Buyer prior to Buyer  
160 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
161 \_\_\_\_\_

162 \_\_\_\_\_

163 \_\_\_\_\_

164 \_\_\_\_\_

165 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

166 **ADDITIONAL PROVISIONS/CONTINGENCIES**

167 **PROPERTY SOLD "AS IS":** Both parties acknowledge that the sale of the Property, including the buildings, equipment,  
168 appliances and all other personal property and real estate, is sold "as is." The seller makes no warranties or representations  
169 regarding the condition of the personal property or real estate. The seller has notified the buyer of any defects the seller has  
170 knowledge of, pursuant to a real estate condition report, the seller is expecting the buyer to conduct buyer's own independent  
171 inspection of all the items included with this sale so that the buyer completely relies on buyer's own inspection and not on the  
172 aforesaid report or any other statement, written or oral, from the Seller regarding the condition of the personal property or real  
estate.

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
 175 excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the  
 176 last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public  
 177 holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not  
 178 receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from  
 179 the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
 180 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such  
 181 as closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the property; that would  
 183 significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would  
 184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;  
 189 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and  
 190 attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 191 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and  
 192 accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on  
 193 permanent foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**  
 195 **conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-6.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
 199 rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various  
 200 formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon  
 201 the formula used.

202 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, land, building or**  
 203 **room dimensions, if material.**

204 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller  
 205 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant  
 206 change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any  
 207 defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

208 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 209 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 210 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling  
 211 price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer.  
 212 No later than closing, Seller shall provide Buyer with lien waivers for all repairs and restoration. If the damage shall exceed  
 213 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 214 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 215 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible  
 216 on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds  
 217 shall be held in trust for the sole purpose of restoring the Property.

218

**IF LINE 219 IS NOT MARKED OR IS MARKED N/A LINES 259-265 APPLY.**

219

**FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
220 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of  
221 acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term  
222 of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest  
223 shall not exceed \$ \_\_\_\_\_. Monthly payments may also include 1/12th of the estimated net annual real estate taxes,  
224 hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment  
225 premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_% of the loan.  
226 If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the  
227 same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to  
228 maintain the term and amortization stated above.

229

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 230 or 231.**

230

**FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

231

**ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest  
232 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per  
233 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal  
234 and interest may be adjusted to reflect interest changes.

235

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
236 165-172 or 438-444 or in an addendum attached per line 436.

237

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
238 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan  
239 described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan  
240 commitment no later than the deadline at line 220. **Buyer and Seller agree that delivery of a copy of any written loan**  
241 **commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of**  
242 **the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
243 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**  
244 **unacceptability.**

245

**CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to**  
246 **provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
247 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
248 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

249

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
250 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
251 commitment.

252

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
253 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
254 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
255 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
256 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for  
257 closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to  
258 obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

259

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Buyer shall provide Seller within 7 days of acceptance written  
260 evidence from a financial institution or a third party in control of the funds, that Buyer shall have the required funds available  
261 at closing. If Buyer does not provide written evidence, Seller has the right to terminate this Offer by delivering written notice to  
262 Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller  
263 agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that  
264 this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency,  
265 nor does the right of access for an appraisal constitute a financing contingency.

266

**APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or a lender of Buyer's choice having the Property  
267 appraised by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the  
268 date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This  
269 contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing  
270 broker if Property is listed, a copy of the appraisal report which indicates that the appraised value is not equal to or greater  
271 than the agreed upon purchase price. If the appraisal report does not indicate an appraised value for the Property equal to or  
272 greater than the agreed upon purchase price, Buyer may terminate this Offer upon written notice to Seller.

273

**CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider**  
274 **whether deadlines provide adequate time for performance.**

275 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
276 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
277 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
278 data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing  
279 concession information and data, and related information regarding seller contributions, incentives or assistance, and third  
280 party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

281 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
282 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the  
283 defaulting party to liability for damages or other legal remedies.

284 If Buyer defaults, Seller may:

285 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
286 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for  
287 actual damages.

288 If Seller defaults, Buyer may:

289 (1) sue for specific performance; or  
290 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

291 In addition, the Parties may seek any other remedies available in law or equity.

292 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation  
293 and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute  
294 resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate  
295 in a court of law those disputes covered by the arbitration agreement.

296 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD  
297 READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS  
298 OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL  
299 RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE  
300 CONSULTED IF LEGAL ADVICE IS NEEDED.

301 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
302 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
303 and inures to the benefit of the Parties to this Offer and their successors in interest.

304 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
305 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
306 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

307  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
308 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
309 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a  
310 written waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
311 \_\_\_\_\_

312 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
313 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual  
314 Receipt of said notice, this Offer shall be null and void.

315  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
316 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice  
317 prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary  
318 buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of  
319 Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance  
320 of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this offer becomes primary.

321 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
322 occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in  
323 this Offer except: \_\_\_\_\_  
324 \_\_\_\_\_

325 \_\_\_\_\_ If "Time is of the Essence" applies to a date or  
326 deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply  
327 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

328 **TITLE EVIDENCE**

329 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
330 (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning  
331 ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services,  
332 recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in  
333 Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_  
334 \_\_\_\_\_  
335 \_\_\_\_\_

336 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
337 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

338 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
339 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
340 **making improvements to Property or a use other than the current use.**

341 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
342 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller shall pay all~~  
343 ~~costs of providing title evidence to Buyer.~~ Buyer shall pay all costs of providing title evidence required by Buyer's  
344 lender.

345 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
346 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
347 after the effective date of the title insurance commitment and before the deed is recorded, provided the title company will  
348 issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that  
349 title is not acceptable for closing (see lines 356-362).

350 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
351 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title  
352 to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 329-  
353 337, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
354 exceptions, as appropriate.

355 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
356 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days,  
357 to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
358 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
359 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
360 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
361 merchantable title to Buyer.  
362

363 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
364 prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by  
365 Buyer.

366 **CAUTION: Consider a special agreement if area assessments, property owner's association assessments, special**  
367 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
368 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
369 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
370 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
371 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

372 **EARNEST MONEY**

373 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
374 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or  
375 otherwise disbursed as provided in the Offer.

376 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
377 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
378 **disbursement agreement.**

379 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
380 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest  
381 money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the  
382 earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
383 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
384 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
385 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or  
386 (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to  
387 file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees,  
388 not to exceed \$250, prior to disbursement.

389 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
390 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior  
391 to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If  
392 Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding  
393 disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential  
394 property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting  
395 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless  
396 from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of  
397 Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18.

398 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part  
399 of this offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property,  
400 other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are  
401 hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials  
402 from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers  
403 and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this  
404 Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
405 authorization for inspections does not authorize Buyer to conduct testing of the Property. NOTE: Any contingency  
406 authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if  
407 environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.  
408 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
409 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
410 Seller, and to listing broker if Property is listed. Seller acknowledges that certain inspections or tests may detect  
411 environmental pollution which may be required to be reported to the Wisconsin Department of Natural  
412 Resources.

413  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 398-412). This  
414 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which  
415 discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third  
416 party performing an inspection of \_\_\_\_\_  
417 \_\_\_\_\_ (list any Property component(s) to be separately inspected,  
418 e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
419 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
420 from an authorized inspection performed provided they occur prior to the deadline specified at line 423.

421 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**  
422 **well as any follow-up inspection(s).**  
423 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing  
424 broker if Property is listed, a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in  
425 those report(s) to which Buyer objects (Notice of Defects).

426 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**  
427 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions  
428 the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

429 **RIGHT TO CURE:** Seller ~~(shall)~~ (shall not) **STRIKE ONE** have a right to cure the Defects. (Seller shall have a right to cure  
430 if no choice is indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to  
431 Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the  
432 Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days  
433 prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
434 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers  
435 written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

436  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

437 **ADDITIONAL PROVISIONS/CONTINGENCIES**

438 **COST OF TITLE INSURANCE:** Buyer shall pay all costs of providing title evidence to Buyer.  
439 \_\_\_\_\_  
440 \_\_\_\_\_  
441 \_\_\_\_\_  
442 \_\_\_\_\_  
443 \_\_\_\_\_  
444 \_\_\_\_\_

445 This Offer was drafted on September 18, 2012 [date] by [Licensee and Firm] Attorney Peter J. Curran

446 (x) \_\_\_\_\_  
447 Buyer's Signature ▲ Print Name Here ► City of Mauston Date ▲

448 (x) N/A  
449 Buyer's Signature ▲ Print Name Here ► N/A Date ▲

450 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

451 \_\_\_\_\_ Broker (By) \_\_\_\_\_  
452 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
453 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
454 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
455 **COPY OF THIS OFFER.**

456 (x) \_\_\_\_\_  
457 Seller's Signature ▲ Print Name Here ► Sharon Pufhal Date ▲

458 (x) N/A  
459 Seller's Signature ▲ Print Name Here ► N/A Date ▲

460 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_ on  
461 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

462 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
463 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



**G.J. Miesbauer & Associates, Inc.**

RIGHT OF WAY ACQUISITION SPECIALISTS

September 19, 2012

City of Mauston  
% Nathan Thiel  
303 Mansion Street  
Mauston, WI 53948

Re: Project ID: 5020-05-21  
Redesignation of STH 58/82  
City of Mauston  
Parcel 4

Dear Mr. Thiel:

This is the City of Mauston's written offer to purchase the required right of way from your property, identified as parcel 4, for the redesignation of STH 58/82. The offer is \$5,100 and is based on the enclosed appraisal report.

This offer is based on the appraised fair market value of the property and does not consider any decrease or increase in value caused by the anticipation of this project. I have included a description of the area and interests that are needed from your property. The enclosed plat map includes a list of neighboring owners affected by this project.

You may choose to obtain another appraisal as explained in the "Rights of Landowners" brochure sent to you earlier. To further aid you, I have included some appraisal guidelines for you and your appraiser. Remember that the report must reach me within 60 days or by the end of the business day, November 19, 2012.

If the offer is acceptable, please sign the enclosed Purchase Agreement and return to me. I will request a check from the City of Mauston. I have also enclosed a conveyance document, which will be recorded with the Juneau County Register of Deeds. Please sign the document in the presence of a Notary Public and return to me with the Purchase Agreement.

If you have any further questions please contact me at 608-235-1520.

Sincerely,

  
Gerald J. Miesbauer, SR/WA

Enclosures

# **APPRAISAL REPORT**

## PARCEL 4 CITY OF MAUSTON PROPERTY

*Transportation Project Plat No. 5020-05-21 -4.02  
USH 12 & STH 58/82/16 Intersection  
City of Mauston*

**As of:**

August 9, 2012

**For:**

City of Mauston  
303 Mansion Street  
Mauston, WI 53948

**Prepared By:**

Quality Valuation Service

Patrick T. Wagner

Wisconsin Certified Residential Appraiser #646

5 Clarendon Court  
Madison, WI 53704

# APPRAISAL REPORT

**PROPERTY OWNER:** City of Mauston

**PROPERTY ADDRESS:** Lion's Park (Northwest Quadrant of Intersection of  
Union Street and Grayside Avenue)  
Mauston, WI 53948

**OWNER ADDRESS:** City of Mauston  
303 Mansion Street  
Mauston, WI 53948

**OWNER CONTACT:** (608) 847-6676 - Ext. 308 - Nathan Thiel, City  
Administrator

**SIZE AND TYPE OF PROPERTY:** Approx. 551,034 sf. portion of a city park

## SALES HISTORY

DOC. NO.	GRANTOR	GRANTEE	SALE DATE	PRICE
No sales or transfers within the past 5 years.				

**PRESENT USE:** City Park

**ZONING:** SR-4 Single Family Residential

## HIGHEST AND BEST USE

**BEFORE:** City Park/Development

**AFTER:** City Park/Development

## AREA AND INTEREST TO BE ACQUIRED

**LAND-FEE:** 13,412 sf.

**EXISTING R/W (NO COMPENSATION):** 17,765 sf.

**IMPROVEMENTS:** Lawn area

**OTHER INTERESTS:** Temporary Limited Easement - 11,547 sf.

**THE ABOVE INTERESTS ARE INDICATED ON TPP SHEET (S):** 5020-05-21-4.02

**PLAT DATE:** 2/29/2012

# IDENTIFICATION OF APPRAISAL PROBLEM AND SCOPE OF WORK

**PURPOSE OF THE APPRAISAL REPORT:** The purpose of this appraisal is to estimate the fair market value of the acquisition of and/or damages to the land, site improvements, building improvements and property rights, as indicated in this report. This shall be done in accordance with the provisions of Section 32.09 Wisconsin Statutes, which state that compensation shall be based on fair market value.

**INTENDED USE AND INTENDED USER:** This report is being prepared for the City of Mauston, the intended user, and their agents to estimate the market value to be used in the determination of just compensation for the acquisition of real property interests for a transportation project. A copy of the report will be given to the property owner as required under the disclosure requirements of Section 32.05 Wisconsin Statutes and the owner has the option of having their own appraisal prepared.

**TYPE OF APPRAISAL:** This is a Summary Appraisal Report.

**APPRAISAL PROBLEM TO BE SOLVED:** This appraisal will estimate the fair market value of the needed "Acquisition and Area to be Acquired" and any loss in value to the remaining property caused by the "Acquisition and Area to be Acquired".

**SCOPE OF WORK:** The scope of work is defined as the type and extent of research and analysis in an assignment.

*Definition Source: USPAP 2008-2009 Edition, Effective January 1, 2008 through December 31, 2009, Appraisal Standards Board – The Appraisal Foundation, Page U-4*

The following steps were made in arriving at the final estimate of value included in the appraisal report of the subject property:

1. Public records and the title report were researched by Patrick Wagner for information on ownership, real estate assessments, real estate taxes, utility availability, zoning regulations and easements. Any pertinent easements or restrictions on the fee simple ownership of the subject were investigated and analyzed.
2. Patrick Wagner performed a search of available regional, city, county and neighborhood resources was made to determine market trends, influences and other significant factors pertinent to the subject property.
3. On August 9, 2012 Patrick Wagner, conducted an inspection of the subject property's site, site improvements, an interior and exterior inspection of the building improvements and the surrounding larger market area to note the characteristics of the subject property that are relevant to the valuation and the environment in which it is located.

4. The data gathered in the steps above and a study of the real estate market in the subject area was analyzed by Patrick Wagner to help determine the physically possible and legal uses of the subject that are financially feasible and which result in its maximally productive use. The highest and best use of the subject is concluded based on this analysis.
5. The cost, income and sales comparison approaches were considered for their relevance in analyzing the subject property and appraisal problem to be solved. The sales comparison approach is relevant to appraisal problem to be solved and it is used to estimate my opinion of the market value of only the land acquired and it also the basis for estimating the market value of any temporary limited easements that are needed. The cost approach is not considered to be relevant in my opinion because the subject's building improvements will not be affected by this acquisition. The income approach was not considered to be relevant in my opinion because the subject's income producing potential will not be affected by this acquisition.
6. Patrick Wagner performed an investigation of available market sales data for use in developing the sales comparison approach to value. The sales research included a search of public records through commercial sources of data such as the WIREX MLS and/or Real Estate Database, Inc. The research work was performed in May and July 2011 and April and August 2012 and has an effective date of August 9, 2012. Search parameters such as dates of sales, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and were expanded until sufficient data, in my opinion, was retrieved to estimate the market value of the subject property. Patrick Wagner investigated the location and transaction data for the comparables which included a review of deeds or conveyances, tax data, certified survey maps, tax listing maps and/or geographic information system data. Patrick Wagner viewed the comparable sales from the public street, observing their physical characteristics and took photographs. Patrick Wagner verified the terms of the comparable sales by personally speaking with at least one participant involved in the transaction or broker involved in the transaction. When it was not possible to personally verify the sale, public records such as assessor data, tax data, transfer fees from the recorded document, a search of the Wisconsin Department of Financial Institutions Corporate Records search and/or phone records are analyzed to determine the conditions of the sale (i.e. related parties, unusually high or low sale prices, etc.).
7. The market data was analyzed by Patrick Wagner and conclusions were made regarding the market value, as defined in this report, of the subject property as of the date of value using the appropriate valuation approach(es) identified above.

8. Cost data from the Marshall and Swift Cost Handbook and/or local contractor bids were obtained to estimate the depreciated in-place values of the site improvements acquired, if necessary.
9. A 24-month Certificate of Deposit rate (as of April 27, 2012) was obtained from The Bank of Mauston for use in estimating the compensation for the economic rent of any temporary interests through the principal of substitution, if necessary.
10. Patrick Wagner performed an investigation of the marketing times of the comparable sales used in the report indicates the estimated reasonable exposure time of the subject property is approximately 3 to 6 months at the estimate market value of the subject assuming appropriate marketing of the subject.
11. The 5 year sale/transfer history of the subject was researched using the Juneau County website and/or www.redi-net.com. Any prior sales or transfers of the subject within the past 5 years are analyzed on page 1 of this report.
12. The appraisal was prepared by Patrick Wagner in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation, the Code of Professional Ethics and Certification Standard of the Appraisal Institute and the Federal Institutions Reform, Recovery and Enforcement Act (FIRREA).
13. In compliance with USPAP, the appraiser, Patrick T. Wagner has not performed an appraisal or service regarding this subject property within the past 3 years.

**MARKET VALUE DEFINITION:** Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they considered their best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Definition Source: Federal Register, Volume 55, Number 163, August 22, 1990, pages 34228 and 34229.*

The fair market value definition is amended as per Section 32.09(5)(b) of the Wisconsin Statutes which states: "Any increase or decrease in fair market value of real property prior to the date of evaluation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than physical deterioration within reasonable control of the property owner, may not be taken into account in determining just compensation for the property".

**LARGER PARCEL DEFINITION:** The larger parcel is defined as that portion of a property that has unity of ownership, contiguity and unity of use. In most cases the larger parcel is all of one parcel defined by the right of way plat. However, the larger parcel may be part of a parcel or several parcels, depending to varying degrees on unity of ownership, unity of use and contiguity.

**PART TAKEN (SEPARATE ENTITY TEST) :** Based on Wisconsin State Law, just compensation must be based on the higher amount resulting from considering the property on a before and after basis or as the part taken considered separately. It must be determined whether the higher amount resulted from the before and after basis or from that part taken considered separately.

I have considered the property evaluated in this appraisal, both from the before and after approach, as well as, the part taken. I have concluded from the result of this comparison, that the value of the part taken does not exceed the value attained by the before and after approach.

**ESTATE BEING APPRAISED:** The estimated market value of the fee simple estate of the subject's land being acquired for new right of way is being appraised. The estimated market value of the leasehold estate of the land within the required temporary limited easement area is also being appraised.

**EFFECTIVE DATE OF APPRAISAL:** The effective date of the appraisal is August 9, 2012, which was the last date of inspection.

**ASSUMPTIONS AND LIMITING CONDITIONS:** This appraisal is made using the Jurisdictional Exception provisions of the Uniform Standards of Professional Appraisal Practice in respect to Section 32.09(5)(b) of the Wisconsin Statutes, which modifies the definition of market value to ignore any increase or decrease in value that the project may have on the value of the property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than physical deterioration within reasonable control of the property owner, may not be taken into account in determining just compensation for the property.

The Certification of the Appraiser appearing in this appraisal is subject to the following conditions and to such other specific and limiting conditions set forth by the appraiser in this report:

1. The appraiser assumes no responsibility for matters of legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. This property is appraised as though under responsible ownership.
2. Any sketch in this appraisal may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give any testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been made previously therefore.
4. The appraiser assumes there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering that might be required to discover such factors.
5. The value estimated in this appraisal is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and detrimental environmental conditions on or around the property that would negatively affect its use.
6. Neither all, nor part of the contents of the appraisal, or copy thereof (including conclusions as to the property value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be used for any purpose by anyone but the client specified in the report.
7. Information, estimates and opinions furnished to the appraiser, and contained in this appraisal were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the appraiser.
8. Individual values estimated in the appraisal should not be relied on outside the context of the appraisal for any other reason, and are only intended to be used for the purposes of this appraisal.
9. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the appraisers whose

signatures appears on the appraisal report. No change of any items in the appraisal report shall be made by anyone other than the appraisers, and the appraisers shall have no such responsibility for any such unauthorized change.

**EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS:** I am making an extraordinary assumption that the estimated costs of the subject's improvements is their estimated market value as of the date of the appraisal.

*An extraordinary assumption is defined on page U-3 of the 2010-2011 Edition of the Uniform Standards of Professional Appraisal Practice (USPA) as "An assumption, directly related to a specific assignment, which, if found false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as facts otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis".*

**JURISDICTIONAL EXCEPTION:** The appraiser must comply with the overriding authority of State and Federal laws, rules and regulations including the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended; 49 Code of Federal Regulations (CFR) Part 24.103; Wisconsin Statute 32.09 and the Real Estate Program Manual of the Wisconsin Department of Transportation. However, if an appraiser encounters a situation where the assignment conditions, based on federal or state law or regulation, precludes him/her from complying with part of USPAP, the appraiser must identify in the report, the law or regulation that precludes compliance with USPAP, and clearly state in the report, the part of USPAP that is voided by that law or regulation. The appraiser shall then comply with the law or regulation.

The fair market value definition is amended as per Section 32.09(5)(b) of the Wisconsin Statutes which states: "Any increase or decrease in fair market value of real property prior to the date of evaluation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than physical deterioration within reasonable control of the property owner, may not be taken into account in determining just compensation for the property".

## CERTIFICATE OF APPRAISER

To the best of my knowledge and belief that statements contained in the appraisal report are true and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions, herein set forth:

This appraisal has been made in conformity with appropriate Wisconsin Statutes, Regulations, Policies and Procedures applicable to appraisal of right of way. That to the best of my knowledge no portion of the value assigned to this property consists of items that are non-compensable under Wisconsin Laws.

The statements contained in this report are true and correct.

The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

Neither my compensation nor employment are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stimulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which this property would be acquired, or by the likelihood that this property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining compensation for this property.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Relocation Assistance and Real Property Acquisition Policy Act of 1970.

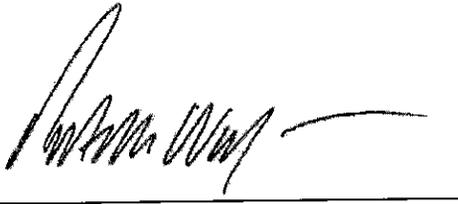
No one else provided significant real property appraisal assistance to me in making this report. I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency or the Federal Highway Administration and I will not do so until authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have not given consideration to nor included in this appraisal any relocation assistance benefits.

On August 8, 2012, I (Patrick T. Wagner) phoned Mr. Thiel's Secretary and scheduled an appointment to meet with Mr. Thiel to discuss the acquisition. An appointment was scheduled. On August 9, 2012 I met with Mr. Thiel to discuss the acquisition. On August 9, 2012 I verbally offered Mr. Thiel an invitation for a joint property inspection as required by state law. The invitation was verbally declined by Mr. Thiel on August 9, 2012. Mr. Thiel gave me verbal permission to inspect the property. On August 9, 2012 I made a personal inspection of the property. I have

made a field inspection of the sales relied upon in making this appraisal. The subject and sales relied upon in making this appraisal are as represented in this appraisal.

It is my opinion that as of August 9, 2012 the total loss in fair market value to the property here in described is: **\$5,100.**



Patrick T. Wagner  
Wisconsin Certified Residential Appraiser #646-009  
Signed: August 20, 2012

## **CONSTRUCTION PROJECT**

**Project ID 5020-05-21  
STH 58  
STH 58/82 Redesignation, Mauston  
(STH 82 East to USH 12)  
Juneau County**

**Project ID 5020-05-23  
STH 58/82 Redesignation, Mauston  
Juneau County**

**NEED FOR PROJECT:** The need for this project is to redesignate these local streets as STH 58/82 and CTH G. To allow this to happen, the project need is to address growing traffic volumes, difficult turning maneuvers, poor pavement condition, and poor pedestrian accommodations along the existing route. There are no additional parking restrictions or curb improvements that can be made to the existing facility to account for the growing traffic along the existing route. Narrow sidewalks and nonexistent curb ramps are present through the corridor and need to be improved to increase pedestrian safety within the corridor. Upon completion of this project, the existing STH 58/82 and CTH G route of Division Street will revert to a local street.

**PRESENT FACILITY:** Grayside Avenue and Union Street currently have a 25 mph posted speed. The horizontal alignment features are outside of desirable or minimum design standards. The existing intersection of Grayside Avenue and Union Street is an uncontrolled intersection at a 90 degree bend making turning movements for both passenger cars and trucks difficult. The vertical alignment features/stopping sight distance is outside of desirable or minimum design standards.

TYPICAL EXISTING CROSS SECTION:

**STH 58/82 Grayside Avenue & Union Street (Mainline)**

Number of Roadways: 1

Number of Lanes: 2

Median Width/Type: N/A

Lane Width: 12'

Bike Facility Type: None

Sidewalk and Curb Ramps: Varies, 4' to 8.5' concrete sidewalk, curb ramps vary, no existing sidewalk along the south/east side of Grayside Ave/Union Street from Division St. to Vine St.

Cross Slope: 2% (Typical)

Super elevation: None

Horizontal Clearance: Existing horizontal clearance is a minimum of 1-foot from the face of curb. Objects within the 2-foot clear zone include utility poles and some small sign supports.

Clear Zone: 1.0' from horizontal clearance

Vertical Clearance: N/A

Side Slope/Ditch Sections: Terraces - slopes vary 0-4%

PAVEMENT STRUCTURE/CONDITION: Union Street/Grayside Avenue has 3" of asphalt over 8" base aggregate dense over 10" of breaker run. The existing pavement has shown various types of fatigue including longitudinal and alligator cracking.

Division Street (STH 58) has 5" of asphalt pavement over 8" of base aggregate dense over 10" of breaker run. The existing pavement has shown various types of fatigue including longitudinal and alligator cracking.

RIGHT OF WAY: The existing right of way is generally 66 feet wide.

UNIQUE PROJECT FEATURES:

**DIVISION STREET:** At the completion of the construction project, the former STH 58/82 route (Division Street) will be jurisdictionally transferred to the City of Mauston. As part of this project, Division Street will be milled and overlaid with 2" of asphalt pavement. The limits of the work on Division Street will be from Elmberta Road to Maine Street.

**LIONS MEMORIAL PARK:** As part of the improvements planned on Grayside Avenue and Union Street for redesignation as STH 58/82, the road alignment will be improved for safety and operational efficiency in order to accommodate the additional truck and passenger vehicle traffic. The improvements to the existing sharp curve at the corner of Grayside Avenue and Union Street will require the adjusted road alignment to encroach into the southeast corner of Lions Memorial Park, which is currently used as an open field and a drainage swale. At the southwest corner of the park, the intersection will encroach in the existing city parking lot. As a means to mitigate the impacts to the existing city parking lot, the parking lot will be expanded along Grayside Avenue to add additional off-street parking.

In the southeast corner of the park, the existing roadway right of way before the improved road alignment will be dedicated to the City and designated as new park land. The dedicated area for new park land is approximately 0.52 acres, which is greater than the impacted area of approximately 0.22 acres. The dedicated area will be restored to a lawn green space under this project and be contiguous to a wetland/wildlife area that the City of Mauston owns. The narrowing of the roadway will eliminate parking on Union Street and Grayside Avenue, however the project will improve access to the park by providing adequate room for bike accommodations on both sides of the sidewalk along the east side of Union Street.

**HAZARDOUS MATERIAL:** The Phase I Hazardous Materials Assessment identified several potential environmental concerns within the project limits. Two adjacent parcels required additional environmental assessment. A Phase 2/2.5 Hazardous Materials Assessment was completed for the two parcels. Contaminants were found within the project excavation area. Special provisions will address management of contaminated material during construction.

TYPICAL CROSS SECTION ELEMENTS CONSIDERED: To better facilitate the additional STH traffic and safety, the roadway width from Division Street to LaCrosse Street will be narrowed to 32' of pavement and on street parking will be removed. The proposed pavement will utilize 8" thick concrete over the existing base. By narrowing the road, some area of the project will need the profile lowered to maintain positive drainage from the sidewalk to the road. In areas where the profile was lowered to the point that the existing base material is disturbed, the pavement, which includes 8" thick concrete pavement over 6" thick 1 1/4 inch base aggregate over 12" select crush material, will be constructed. Bike accommodations, 4' in width, were added and on-street parking was removed along the corridor.

PROPOSED DESIGN IMPROVEMENT: The proposed alignment will match the existing alignment for the majority of the project length. At the intersection of Grayside Avenue and Union Street, the proposed alignment will include a 330' radius curve (starting at 145+46.81 and ending at 150+46.81) to improve safety and truck maneuverability.

The proposed vertical profile will match closely to the existing profile. The vertical profile of the project drains to the existing box culvert at Station 150+50 and to the LaCrosse Street intersection. All vertical curves are designed to accommodate a 30 MPH design speed.

A single lane roundabout is recommended at the intersection of Division Street and Grayside Avenue to improve the safety and future traffic operations of the intersection. This intersection has been identified as a location with a documented existing crash history that needs to be addressed.

CROSS SECTION/PAVEMENT STRUCTURE:

**STH 58/82 Grayside Avenue & Union Street (Mainline)**

Number of Roadways: 1

Number of Lanes: 2

Median Width/Type: N/A

Lane Width (Driving, Parking, Bike Lane, etc.): 12' Typ.  
Shoulder Width (Total and Paved or Curb and Gutter): Curb and gutter  
Bike Facility Type: 4' auxiliary lane with integral 30" curb and gutter  
Pedestrian Facilities/Sidewalk Proposed: 5' Typ., 4' Minimum. An 8'  
multi-use path will be constructed at the four corner quadrants of the  
roundabout.  
Cross Slope: Varies 2% - 3% in driving lanes (spot 1% cross slopes)  
Super elevation: None  
Horizontal Clearance: Minimum 2'  
Clear Zone: Minimum 2' clear zone requirements will be met  
Vertical Clearance: 18' minimum  
Side Slope/Ditch Sections: Terraces - slopes vary 0-8%

The top of the box culvert is the existing roadway surface. The top of the structure itself will be modified to accommodate the narrowed roadway width. Concrete masonry will be added to the tops and road sides of each sidewalk over the structure in order to move the curb lines symmetrically closer to the centerline of road to match the approach curb-curb width. New hand railings will be added to each side on top of the new concrete at the outside edge of sidewalks. The existing/proposed railing is outside the clear zone and meets Department of Commerce code for pedestrian railing.

**SAFETY ENHANCEMENTS/MITIGATION MEASURES:** As a part of the improvements planned on Grayside Avenue and Union Street for redesignation as STH 58/82, the road alignment will be improved for safety and operational efficiency in order to accommodate the additional truck and passenger vehicle traffic. The existing sharp curve at the corner of Grayside Avenue and Union Street will be modified for improved truck maneuverability.

A single lane roundabout will be installed at the Division Street and Grayside Avenue intersection to improve the overall safety and efficiency of the intersection.

A 4' paved auxiliary lane will be added along Grayside Avenue and Union Street to encourage safe passage for bicyclists.

New concrete pavement reduces skidding, improves ride ability of the road and improves roadway drainage.

*\*\*The preceding data was obtained from the November 2010 Design Study Report that was prepared by MSA Professional Services., Inc.*

## **AREA AND NEIGHBORHOOD ANALYSIS**

These projects are located in the City of Mauston in Juneau County. Mauston is centrally located in southwestern Wisconsin on Interstate 90-94 within a 3 hour drive of both Chicago and Minneapolis, within a 2 1/2 hour drive from Milwaukee and within a 1 hour drive from both Madison and Lacrosse.

Mauston is the county seat for Juneau County. It is the largest city in Juneau County. The population was 4,423 in April 2010 which was a 17.7% increase since 2000.

In addition to Interstate 90-94, several state highways pass through Mauston including 82, 58 and 12/16 which provide a network of regional access.

The Mile-Bluff-Hess Memorial Medical Center is Mauston's largest employer and provides medical services for residents of the city and the surrounding communities. Mauston's other largest employers include the Sandridge Treatment Center, Pic-N-Save, Brunner Manufacturing, Parker Hannifin Corporation/Refrigeration Division and Mastermold. This mixture of health care, governmental and private employers provides a stable economic base.

Mauston is 10 miles south of Wisconsin's second and fourth largest lakes. These lakes offer a wide variety of recreation opportunities and appeal for the overall region. Juneau County continues to see an increase in population due to the trend of retirees making this area their home. The Mauston area offers housing options from condominiums in town or on the lakes, single family homes and residential income properties, working farms, hobby farms and woodland settings.

Property uses within the project areas include single family residences, park land and vacant and improved commercial properties.

# SUBJECT PROPERTY DATA AND ANALYSIS

## LEGAL DESCRIPTION:

The West 33 feet of Parcel B of Juneau County Certified Survey Map No. 1595, recorded in Volume 6 of CSM'S Page 31, being a part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 12 and part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 13, all in Township 15 North, Range 3 East, in the City of Mauston, Juneau County, Wisconsin.

AND

A part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 12, Township 15 North, Range 3 East, to-wit: Commencing at the Southwest corner of said SE1/4 SE1/4 of Section 12, running thence East on the Section line 891 feet; thence North on a line parallel with the East line of said Section, Twenty (20) rods, thence West on a line parallel with the Section line, 891 feet; thence South Twenty (20) rods to the place of beginning, City of Mauston, Juneau County, Wisconsin. (EXCEPT lands in Volume 65 of Deeds Page 22 described as follows: Commencing at the Southwest corner of the SE1/4 SE1/4 thence North along the center of the highway, Twenty (20) rods, thence East parallel with the South line of said Section, Twenty-four (24) rods; thence South parallel with said highway, Twenty (20) rods to the South line of said Section; thence West along Section line twenty-four (24) rods to the place of beginning)

AND

The Easterly 300 feet of Lot Eleven (11) of Souther's Subdivision in the City of Mauston, Juneau County, Wisconsin; and also all that part of land lying or situated on the North side of said Lot Eleven (11) and South of the South line of Section Number Twelve (12) Township 15 North, Range 3 East, being a piece of Land Two (2) rods wide more or less and the length of Lot Eleven (11) being a part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 12, Township 15 North, Range 3 East, City of Mauston, Juneau County, Wisconsin.

TAX PARCEL NO. 29-251-1621

and

Parcel "A" of Juneau County Certified Survey Map No. 1595, recorded in Volume 6 of CSM'S, Page 31, being a part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) Section 12 and the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 13, all in Township 15 North, Range 3 East, City of Mauston, Juneau County, Wisconsin.

TAX PARCEL NO. 29-251-1617.1

and

PT. SE 1/4 SE 1/4, SEC. 12, T15N, R3E

TAX PARCEL NO. 29-251-1617

## ASSESSMENT AND TAXES:

PARCEL NUMBER:	292511621		
	2012 Assessed Value	2011 Assessed Value	2011 Equalized Assessed Value
LAND:	N/A	N/A	N/A
IMPROVEMENTS:	N/A	N/A	N/A
TOTAL:	N/A	N/A	N/A
2010 AVERAGE ASSESSMENT RATIO:	N/A		
2011 NET TAXES:	N/A		

<b>PARCEL NUMBER:</b>	2925116171		
	<b>2012 Assessed Value</b>	<b>2011 Assessed Value</b>	<b>2011 Equalized Assessed Value</b>
<b>LAND:</b>	N/A	N/A	N/A
<b>IMPROVEMENTS:</b>	N/A	N/A	N/A
<b>TOTAL:</b>	N/A	N/A	N/A
<b>2010 AVERAGE ASSESSMENT RATIO:</b>	N/A		
<b>2011 NET TAXES:</b>	N/A		

<b>PARCEL NUMBER:</b>	292511617		
	<b>2012 Assessed Value</b>	<b>2011 Assessed Value</b>	<b>2011 Equalized Assessed Value</b>
<b>LAND:</b>	N/A	N/A	N/A
<b>IMPROVEMENTS:</b>	N/A	N/A	N/A
<b>TOTAL:</b>	N/A	N/A	N/A
<b>2010 AVERAGE ASSESSMENT RATIO:</b>	N/A		
<b>2011 NET TAXES:</b>	N/A		

**SITE:** The subject property is a rectangular shaped site containing a total of approximately 12.65 acres (551,034 square feet). Its southwestern boundary fronts on Grayside Avenue, its northern boundary fronts on Vine Street and it is split by Union Street. The subject has approximately 5.65 acres (246,114 sf.) located west of Union Street and approximately 7 acres (304,920 sf.) located east of Union Street. This parcel has 17,765 sf. of existing right of way for Union Street and Grayside Avenue. The subject has a total net size of 533,269 square feet.

This parcel is part of a park that has a generally level topography. This parcel is crossed by a small creek/drainage ditch that runs in a west to east direction. This creek/ditch is located approximately half way between Vine Street and Grayside Avenue.

This area is serviced by the municipal sanitary sewer system; municipal water system; and local electric, gas and telephone lines.

The land west of Union Street has an asphalt driveway from Vine Street and a grass driveway from Grayside Avenue.

**IMPROVEMENTS:** The subject's land west of Union Street is improved with an asphalt parking area and a shelter located along Vine Street, a playground and two sand volleyball courts. The Grayside Avenue and Union Street frontages on the west side of Union Street are fenced with chain link fencing. The open areas of this park are grass with scatted mature trees. The land on the east side of Union Street does not contain any improvements.

The southeastern corner of the land on the west side of Union Street contains a sanitary sewer lift station within an easement area.

**ZONING:** The subject is zoned SR-4 Single Family Residential by the City of Mauston.

**22.207 (3) SINGLE-FAMILY RESIDENTIAL-4 (SR-4) DISTRICT:**

**(a) Description and Purpose:** This district is intended to permit development which has a moderate density, community character. Density and intensity standards for this district are designed to ensure that the Single-family Residential-4 (SR-4) District shall serve as a designation which preserves and protects the residential community character of its area. Residential development with a Maximum Gross Density (MGD) of 4 dwelling units per gross acre is available within this district.

**Rationale:** This district is used to provide for the permanent protection of a moderate density residential area for those who want to live in an suburban residential environment and who retain enough land with their residence, or in their development, to ensure that the community character is maintained as long as the SR-4 District designation is retained, regardless of how much development occurs within that area.

**(b) List of Allowable Principal Land Uses (per Article 4):**

**1. Principal Land Uses Allowed as Permitted Use:**

- Single-Family Detached (per Section 22.405(1))
- Selective Cutting (per Section 22.406(6))
- Passive Outdoor Public Recreational (per Section 22.407(1))
- Active Outdoor Public Recreational (per Section 22.407(2))
- Community Living Arrangement (1-8 residents) (per Section 22.407(7))

**2. Principal Land Uses Allowed as Conditional Use:**

- Duplex (per section 22.405(2))
- Twin-house (per section 22.405(3))

Two-Flat House (per Section 22.405(4))  
 Cultivation (per Section 22.406(1))  
 Clear Cutting (per Section 22.406(7))  
 Indoor Institutional (per Section 22.407(3))  
 Outdoor Institutional (per Section 22.407(4))  
 Public Services and Utilities (per Section 22.407(5))  
 Bed and Breakfast Establishment (per Section 22.408(12))

(c) **List of Allowable Accessory Uses (per Article 4):**

1. **Accessory Land Uses Allowed as Permitted Use:**

Detached Garage, Carport, Utility Shed, Detached Deck, Play Structure, Lawn Ornament or Similar Minor Accessory Structures (per Section 22.412(3)) *(Amended per Ord. 914 and 929)*

Home Occupation (per Section 22.412(10))

Family Day Care Home (4-8 children) (per Section 22.412(11))

On-Site Parking Lot (per Section 22.412(14))

Private Residential Recreational Facility (per Section 22.412(15))

Drainage Structure (per Section 22.412(18))

Filling (per Section 22.412(19))

Lawn Care (per Section 22.412(20))

Exterior Communication Devices (per Section 22.412(22))

Cultivation (per Section 22.412(24)) *(Amended per Ord. 929)*

Passive Outdoor Public Recreational (per Section 22.412(25)) *(Amended per Ord. 929)*

Active Outdoor Public Recreational (per Section 22.412(26)) *(Amended per Ord. 929)*

2. **Accessory Land Uses Allowed as Conditional Use:**

Intermediate Day Care Home (9-15 children) (per Section 22.412(12))

Outdoor Institutional (per Section 22.412(27)) *(Amended per Ord. 929)*

Road, Bridge and/or Appurtenances (per Section 22.412(28)) *(Amended per Ord. 929)*

Utility Lines and Related Facilities (per Section 22.412(29)) *(Amended per Ord. 929)*

Piers and Wharfs (per Section 22.412(30)) *(Amended per Ord. 929)*

(d) **List of Allowable Temporary Uses (per Article 4):**

Outdoor Assembly (per Section 22.413(2))

Contractor's Project Office (per Section 22.413(3))

Contractor's On-Site Equipment Storage (per Section 22.413(4))

On-Site Real Estate Sales Office (per Section 22.413(6))

(e) **Regulations:** The following regulations apply to this district, in addition to the Performance Standards of Article 5, the Landscaping Regulations of Article 6, and the Signage Regulations of Article 7:

Single-Family Residential-4 (SR-4) Regulations	Residential Uses	Non-Residential Uses
A. Min. Zoning District Area	24,000 sq ft	1 acre
B. Min. Lot Area	8,000 sq ft per du	40,000 sq ft <sup>1</sup>
C. Max. Princ. Bldg. Coverage	40%	40%
D. Max. Acc. Bldg. Coverage	10%	10%
E. Max. Coverage of all Bldgs.	50%	50%
F. Max. Bldg. Size	na	na
G. Max. Gross Density/Intensity	4.0 du/acre MGD	1 F; .15 FAR
H. Min. Landscaping Surface Ratio	50%	50%
I. Princ. Bldgs. Per Lot	1	1
J. Min. Lot Width	75	100
K. Min. Street Frontage	50	50
L. Front Setback to Princ. Bldg.	25/40 <sup>2,3</sup>	25/40 <sup>2,3</sup>
M. Front Setback to Acc. Bldg.	25/40 <sup>2,3</sup>	25/40 <sup>2,3</sup>
N. Side Setback to Princ. Bldg.	5 <sup>3</sup>	6 <sup>3</sup>
O. Side Setback to Acc. Bldg.	3 ft from property line; 6 ft from alley <sup>3</sup>	3 ft from property line; 6 ft from alley <sup>3</sup>
P. Rear Setback to Princ. Bldg.	25 <sup>3</sup>	30 <sup>3</sup>
Q. Rear Setback to Acc. Bldg.	3 ft from property line; 6 ft from alley <sup>3</sup>	<sup>3</sup>
R. Peripheral (Bufferyard) Setback	<sup>3</sup>	<sup>3</sup>
S. Min. Paved Surface Setback	5 ft from side or rear; 10 ft from street <sup>3</sup>	5 ft from side or rear; 10 ft from street <sup>3</sup>
T. Min. Separation of Princ. Bldg.	12	12
U. Min. Separation of Acc. Bldg.	10 (or less with UDC compliance) <sup>4</sup>	10
V. Max. Princ. Bldg. Height	35 <sup>4</sup>	35 <sup>4</sup>
W. Max. Acc. Bldg. Height	15 <sup>4,5</sup>	? <sup>4,5</sup>
X. Min. Parking	3 spaces	See Land Use
Y. Min. Dwelling Core Dimensions	24 ft x 40 ft	na

<sup>1</sup> 20,000 square feet with a Conditional Use Permit.

<sup>2</sup> The first number is for lots adjacent to streets with a right-of-way less than 100 feet, and the second number is for lots adjacent to a street with a right-of-way equal to or exceeding 100 feet.

<sup>3</sup> Accessory uses shall not be located between a principal building and a street frontage on the same lot, nor within any required front yard or street side yard. Adjustment to setbacks are provided in Section 22.505(3).

<sup>4</sup> Exceptions to height regulations are found in Section 22.505(4).

<sup>5</sup> Or the height of the principal building, whichever is lower.

- <sup>6</sup> A minimum separation of 10 ft. shall be maintained unless the owner complies with those regulations of the Uniform Dwelling Code (currently Comm. 21.08 Wis. Admin. Code) which permit a separation of less than 10 ft. if fire-rated construction is employed. *(Amended per Ord. 985).*

22-2-17

Properties in this zoning district are subject to a 8,000 sf. minimum area and a 75 foot minimum lot width requirement. The subject's site exceeds the minimum width and area requirements. It is legal and conforming to the current zoning ordinance requirements.

The subject's current use as a park is a permitted use in this zoning district.

Improvements in this zoning district are subject to a minimum front yard building setback requirement of 25 feet from the property line and a minimum side yard building setback requirement of 8 feet from the property line. The subject's improvements exceed these setback requirements.

**HIGHEST AND BEST USE:** Highest and best use is defined as that reasonable, probable and legal use that will support the highest present value of vacant land or an improved parcel as of the effective date of the appraisal. The highest and best use is chosen from all of the reasonable and probable legal alternatives found to be physically possible, financially feasible and maximally profitable as of the date of opinion.

Legal Alternatives: The subject has residential zoning.

It could potentially legally be used as any of the principal permitted or conditional uses or accessory permitted uses outlined in the zoning section of this report.

Physically Possible: If this site were available for development, the shape would not limit its development potential as a residential development land.

This parcel is currently used as a park. It is surrounded by residential uses on the north, west and south sides. Based on its location it has typical appeal for park land or residential usage.

Financially Feasible: Based on the fact that the subject is used as a park that is surrounded by residential uses, it is apparent that continuing park usage with the possibility for residential development would be the most financially feasible.

Maximum Profitability: At the current time, based on the legal alternatives for this parcel, physical characteristics of this site and the subject's current use as a park with the possibility for residential development would be the most maximally profitable use of this property.

Based on the items considered above, I have concluded that the highest and best use of this parcel is as a park with the possibility for residential development.

**LARGER PARCEL:** The subject's entire approximately 551,034 square foot site improved with part of a park is considered to be the larger parcel for the purpose of this analysis.

**ACQUISITION:** Existing Right of Way: The subject has 17,765 square feet of existing right of way for Union Street and Grayside Avenue that will be acquired in fee. The existing right extends to the centerline of Union Street and Grayside Avenue.

The existing right of way along the western side of Union Street and northern side of Grayside Avenue contains a public sidewalk and grass terrace as well as half of each street. The existing right of way along the eastern side of Union Street contains half the street.

New Right of Way: The fee simple estate of 13,412 sf. of land needed for new right of way will be acquired. This new right of way will be acquired from the land west of Union Street and north of Grayside Avenue. It is irregular in shape. It is approximately 66 feet wide. It blends into the existing Union Street and Grayside Avenue right of way lines.

The new right of way contains grass and approximately 385 lineal feet of chain link fencing along the northern side of Grayside Avenue and western side of Union Street.

Temporary Limited Easement: 4 temporary limited easement areas totaling 11,547 sf. are being acquired to provide the contractor extra working room beyond the new right of way being acquired. The temporary limited easement areas are strips of land that vary in width and they abut the new and/or existing right of way lines for Grayside Avenue and Union Street. The temporary limited easement areas will be used for slope construction, restoration of any lawn or driveway areas that are disturbed during construction.

Approximately 125 lineal feet of the subject's chain link fencing along the Grayside Avenue and Union Street frontages will be located in the temporary limited easement areas.

The temporary limited easement areas contain additional lawn area.

**REMAINDER/AFTER ANALYSIS:** A new roundabout will be installed at the intersection of Division Street (STH 58/82) and W. Grayside Avenue (STH 82) and E. Grayside Avenue.

The temporary limited easement areas will expire upon completion of the project which is scheduled for the 2013 construction season.

The existing 17,765 sf. of existing right of way will be acquired in fee and 13,412 sf. of land will be acquired from the subject for new right of way. The subject's remaining net size will be 519,857 sf.

The acquisition of the new right of way will sever an area that is approximately 4,196 sf. that was originally part of the land located north of Grayside Avenue and west of Union Street. This area of the property in the before condition contained a sanitary sewer lift station within an easement area. This area will continue to be used as a

sanitary sewer lift station. Its use will not change. This area of the subject contained approximately 100 lineal feet of chain link fencing.

The subject's site will continue to exceed the minimum area and width requirements of this zoning district. It will remain legal and conforming to the current zoning ordinance requirements.

The grass areas located in the new right of way area being acquired will be removed. The chain link fencing along the north side of Grayside Avenue and western side of the Union Street that is located in the new right of way, temporary limited easement area and remainder area will be salvaged and reinstalled in the temporary limited easement area north of Grayside Avenue and west of Union Street as a part of the project.

A new sidewalk, grass terrace and part of the new roadway will be built in the new right of way area. The sidewalk and grass terraces will be built on both sides of the new roadway.

The subject's driveway entrance from Grayside Avenue will be reconstructed in its current location. The subject's driveway entrance from Vine Street will not be affected.

**OWNER CONCERNS:** None.

**LOSS/DAMAGES:** The acquisition of the following items will result in a loss of market value to the property as indicated by the changes between the before and after condition of the subject:

- Land for New Right of Way: 13,412 sf.
- Site improvements:
  - Landscaping Items in New Right of Way: 13,142 sf. of lawn area

No damages are estimated for the acquisition of the 17,765 sf. of existing right of way. Existing right of way is a non-compensable item.

No damages are estimated for the 610 lineal feet of chain link fencing located in the new right of way, remainder and temporary limited easement area because the fencing will be salvaged and reinstalled as part of the construction project.

No damages are estimated for the 4,196 sf. of land that will be severed from the land that was originally located west of Union Street and north of Grayside Avenue. This area of the property was mostly used as a sanitary sewer lift station within an easement area and it will continue to be used as such after the acquisition. Its use will not change. A new concrete driveway will be constructed as a part of the project to access to lift station.

Adding the roundabout, changing the traffic patterns in this neighborhood and re-designating the roadways are being done under the police powers of the City of

Mauston. These changes do not result in compensable damages to the subject property.

The subject's site will remain legal and conforming to the current zoning ordinance requirements after the acquisition.

**ADDITIONAL DAMAGES:** The acquisition of the following items will result in a temporary loss in value to a specific area of the subject for a specific period of time because there is a need to temporarily use a portion of the property owner's land to construct the highway project.

- Temporary Limited Easement – 11,547 sf.

Any lawn areas that are disturbed within the temporary limited easement area boundaries will be restored as a part of the project.

**SPECIAL BENEFITS:** None.

**SEPARATE ENTITY:** I have considered the property evaluated in this appraisal, both from the before and after approach, as well as, the part taken. I have concluded from the result of this comparison, that the value of the part taken would not exceed the value attained by the before and after approach due to the fact that the part taken would not be a feasible economic unit in itself because it would not typically be considered an individual parcel that would be sellable on its own.

## VALUATION

**APPROACHES TO VALUE:** There are three basic approaches to value which are briefly summarized below:

**MARKET APPROACH:** This method is sometimes called the "sales comparison approach". In this method the appraiser obtains from the market place a number of sales of property comparable to the subject. The appraiser then verifies the terms and conditions of sale, and the sales price of properties with a party to the transaction. After analysis and adjustment these sales are utilized to arrive at a range of value for the subject. It is from within this range that the appraiser arrives at a value for the subject property.

**COST APPROACH:** An appraiser may in some instances use this approach to arrive at a value for the improvements on the subject property. In this approach he utilizes current costs of reproduction or replacement for the improvements. To this price he applies depreciation to arrive at an in-place value for the subject improvements. The value of the land is then added from the comparable sales approach.

**INCOME APPROACH:** This approach uses the assumption that there is a relationship between the amount of income a property will earn and the future value of that property. The appraiser uses the anticipated net income of the

subject and processes it into a value for the subject. This process uses a capitalization rate including such factors as risk, time and interest on the capital investment and recapture of the depreciation assets.

**RECONCILIATION:** In my opinion, due to the number and quality of sales available I have chosen to use the market approach to estimate the value of the subject. This approach is the typical method which buyers and sellers of single family homes determine the values for these types of properties in this market.

The income approach was not used because the subject is a single family dwelling, which is not a typical income producing property in this market. It is owner occupied and there is no income stream. Additionally, buyers of single family dwellings do not typically analyze the income approach when determining the purchase prices for single family homes.

The development of the cost approach has not been attempted by the appraiser as an analysis to support the opinion of the property's market value because of the age of the improvements and because there is insufficient market evidence to credibly support the derivation of total depreciation. .

**VACANT LOT SALES:**

Comp No.	Address	Sale Date	Sale Price	Approx. Size (S.F.)	Price/S.F.	Time Adjusted Price/S.F.	Intended Use
1 (Sale LR-1)	N5623 47th Street (Town of Lemonweir)	8/5/2009	\$26,000	113,256	\$0.23	\$0.17	Residential Home Site
2 (Sale LR-2)	N5579 47th Street (Town of Lemonweir)	3/29/2012	\$22,000	146,013	\$0.15	\$0.15	Residential Home Site
3 (Sale LR-3)	N5097 Johnson Road, Town of Lisbon	6/29/2011	\$88,000	435,600	\$0.20	\$0.19	Residential Home Site

**VACANT LAND ADJUSTMENT GRID - BEFORE ACQUISITION:**

Property	Subject NW Quadrant Union Street and Grayside Avenue Intersection, Mauston	Comp 1 N5623 47th Street (Town of Lemonweir)		Comp 2 N5579 47th Street (Town of Lemonweir)		Comp 3 N5097 Johnson Road (Town of Lisbon)	
		Sale Price	+/- \$ ADJ.	Sale Price	+/- \$ ADJ.	Sale Price	+/- \$ ADJ.
Terms & Conditions		Arm's length.	0	Arm's length.	0	Arm's length.	0
Adjusted Sale Price For Terms & Conditions		\$0.23/sf.		\$0.15/sf.		\$0.20/sf.	
Sale Date	Date of Appraisal – 8/9/2012	8/5/2009	-\$0.06/sf.	3/29/2012	0	6/29/2011	-\$0.01/sf.
Time Adjusted Sale Price for Vacant Site		\$0.17/sf.		\$0.15/sf.		\$0.19/sf.	
Location	Union Street and Grayside Avenue, Mauston - Busy street/corner lot	N5623 47th Street - Town road	-\$0.02/sf.	N5579 47th Street - Town road	-\$0.02/sf.	Corner of Grove and W. Milwaukee Street, Mauston-Residential street	-\$0.02/sf.
Size	+/-533,269 net sf.	113,256 sf.	0	146,013 sf.	0	435,600 sf.	0
Shape	Rectangular	Slightly irregular	0	Slightly irregular	0	Square	0
Topography	Level	Rolling	0	Rolling	0	Gradual slope	0
Physical Attributes	Trees	Wooded	0	Partially wooded	0	Wooded	0
Utilities	Municipal sanitary sewer and water available	No municipal sanitary sewer and water available	+\$0.05/sf.	No municipal sanitary sewer and water available	+\$0.05/sf.	No municipal sanitary sewer and water available	+\$0.06/sf.
Zoning	SR-4 Single Family Residential - Legal & conforming	Rural Residential - Legal & Conforming	0	Rural Residential - Legal & Non-Conforming	0	Residential - Legal & Conforming	0
Adjustment Total		+\$0.03/sf.		+\$0.03/sf.		+\$0.04/sf.	
Indicated Value of Subject Parcel		\$0.20/sf.		\$0.18/sf.		\$0.23/sf.	

**VACANT LAND EXPLANATION OF ADJUSTMENTS - BEFORE ACQUISITION:**

Terms and Conditions: The comps were all arm's length transactions with typical sale terms therefore no adjustments were needed.

**Sale Date:** The market was searched for sales of vacant sites with residential zoning in the City of Mauston and the township areas surrounding Mauston. The market search was extended back to January 1, 2009.

These sales are located in the Town of Lemonweir and Town of Lisbon. There were no large parcels that sold in the City of Mauston. According to the Wisconsin Department of Revenue Statement of Changes in Equalized Values by Class and Item report, residential land in these communities had the following economic changes:

Year	Town of Lemonweir	Town of Lisbon
2009	-1%	-57%
2010	-12%	+1%
2011	-8%	-5%
2012	-8%*	-5%*

\*-There was no data reported for 2012. The value from the prior 12 month period is used because of similar projected market conditions.

These sales were adjusted for changing market conditions based on the Wisconsin Department of Revenue statistics above. These changes were calculated based on a compounding method where the change for the current year is added or subtracted to the sale price from the beginning of the time period for which the calculation is being made. They are adjusted through the middle of July 2012, which is the period in which this data will likely be utilized. These sales were adjusted as follows:

<b>COMP 1 - SALE LR-1</b>					
<b>N5623 47th Street (Town of Lemonweir)</b>		<b>Sale Date: 8/5/2009</b>		<b>Unit Price: \$0.23/sf.</b>	
<b>Year</b>	<b>Annual % Change</b>	<b>Monthly % Change</b>	<b>Approx. # Months Since Sale Date and Date of Appraisal (Rounded)</b>	<b>Change For Calendar Year (Rounded)</b>	<b>Compounding Time Adjusted Unit Price</b>
2009	-1%	-0.083333%	5	-\$0.00/sf.	\$0.23/sf.
2010	-12%	N/A	12	-\$0.03/sf.	\$0.20/sf.
2011	-8%	N/A	12	-\$0.02/sf.	\$0.18/sf.
2012	-8%	-0.66666%	7	-\$0.01/sf.	\$0.17/sf.
				<b>Total Time Adjustment</b>	<b>Total Time Adjusted Unit Price</b>
				-\$0.06/sf.	\$0.17/sf.

<b>COMP 2 - SALE LR-2</b>					
<b>N5579 47th Street (Town of Lemonweir)</b>		<b>Sale Date: 3/29/2012</b>		<b>Unit Price: \$0.15/sf.</b>	
<b>Year</b>	<b>Annual % Change</b>	<b>Monthly % Change</b>	<b>Approx. # Months Since Sale Date and Date of Appraisal (Rounded)</b>	<b>Change For Calendar Year (Rounded)</b>	<b>Compounding Time Adjusted Unit Price</b>
2012	-8%	-0.66666%	4	-\$0.00/sf.	\$0.15/sf.
				<b>Total Time Adjustment</b>	<b>Total Time Adjusted Unit Price</b>
				-\$0.00/sf.	\$0.15/sf.

SALE LR-3				Unit Price: \$0.20/sf.	
N5097 Johnson Road (Town of Lisbon)		Sale Date: 6/29/2011			
Year	Annual % Change	Monthly % Change	Approx. # Months Since Sale Date and Date of Appraisal (Rounded)	Change For Calendar Year (Rounded)	Compounding Time Adjusted Unit Price
2011	-5%	-0.41666%	6	-\$0.00/sf.	\$0.20/sf.
2012	-5%	-0.41666%	7	-\$0.01/sf.	\$0.19/sf.
				Total Time Adjustment	Total Time Adjusted Unit Price
				-\$0.01/sf.	\$0.19/sf.

Location: The subject is located in an area of existing development in the City of Mauston. The comps are located on town roads in the Town of Lemonweir and the Town of Lisbon.

The subject is located at the intersection of Union Street and Grayside Avenue. The subject's location has a heavier traffic volume than the comps' locations on town road. Their street locations are considered to be superior when compared with the subject and they were each adjusted -10% for location.

Size: The sizes of the comps are in the same general size bracket the subject's size and no size adjustments are needed.

Shape: The subject and comps have shapes that are typical for residential sites. The shape of the subject and comparables does not limit their development appeal, therefore no shape adjustments were needed.

Topography: The subject and comps have level to gradually sloping topographies. They are similar and no adjustments are needed.

Physical Attributes: The subject is has mature trees.

The comps are wooded or partially wooded sites. Trees on these sites are considered to have no contributory values because they would likely have to be removed to clear the building site for new construction, therefore no adjustments for physical attributes were made.

Utilities: The subject has access to municipal sanitary sewer and water available.

These sales are inferior when compared with the subject because they do not have municipal sanitary sewer or water therefore each of these sales is adjusted +30% for lack of utilities.

Zoning: The subject and comps have residential zoning that allow similar permitted and conditional uses. The sites were all buildable site and no zoning adjustments were needed.

**RECONCILIATION OF BEFORE VALUE OF VACANT LAND - BEFORE ACQUISITION:** After the adjustments are made, these sales indicate a range in value from \$0.18/sf. to \$0.23/sf. for the subject's site.

These sales are all given consideration in concluding a value of \$0.20/sf. for the fee simple estate of the subject's land as of the date of the appraisal.

$$533,269 \text{ net sf.} \times \$0.20/\text{sf.} = \$106,653.80 \text{ Round to } \$106,675$$

**VALUE OF SUBJECT IMPROVEMENTS - BEFORE ACQUISITION:** The acquisition from this property will be land, property rights and site improvements.

It is my opinion that there will be no damages to the remainder (remaining land and remaining site improvements), therefore it is not practical to appraise the improvements. Their contributory value will be based on a rough cost estimate.

The estimated cost of the subject's improvements was \$45,000.

I am making an extraordinary assumption that the estimated costs of the subject's improvements is their estimated market value as of the date of the appraisal.

**TOTAL VALUE OF SUBJECT - BEFORE ACQUISITION:** Based on the above information, the implied "Before Value" of the subject is calculated as follows:

Land	\$106,675
Improvements	<u>\$ 45,000</u>
Total Before Value	\$151,675

I am making an extraordinary assumption that the estimated costs of the subject's improvements is their estimated market value as of the date of the appraisal.

**HIGHEST AND BEST USE IN AFTER CONDITION:** No change. The subject's site and improvements will remain legal and conforming to the current zoning ordinance requirements after the acquisition, therefore the highest and best use of the subject after the acquisition will remain as a park with the possibility for residential development.

**VACANT LAND VALUE – AFTER ACQUISITION:** The existing 17,765 sf. of existing right of way will be acquired in fee and 13,412 sf. of land will be acquired from the subject for new right of way. The subject's remaining net size will be 519,857 sf.

The land sales used to estimate the land value before the acquisition are also applicable in calculating the value of the subject's land after the acquisition. The concluded value for the fee simple interest of the subject's land before the acquisition was \$0.20/sf.; therefore the concluded value for the subject's land after the acquisition is calculated as follows:

$$519,857 \text{ sf.} \times \$0.20/\text{sf.} = \$103,971.40 \text{ Round to } \$103,975$$

**VALUE OF SUBJECT IMPROVEMENTS – AFTER ACQUISITION:** No building improvements are being acquired from the subject.

*Landscaping:* The subject has 1 deciduous tree and approx. 13,412 sf. of lawn area that will be acquired.

According to the September 2010 Marshall and Swift Cost Handbook, a seeded lawn has a new installed cost of \$0.42/sf. The subject's lawn was considered to be in average condition and is depreciated 60%, therefore the contributory value of the subject's lawn being acquired is \$0.17/sf. ( $\$0.42/\text{sf.} \times 40\% = \$0.168/\text{sf.}$  Rounded to \$0.17/sf.) This is the basis to calculate the contributory value of the subject's lawn area being acquired:

13,412 sf. of lawn x \$0.17/sf.	=	<u>\$2,280.04</u>
Total Landscaping Acquired	=	<u>\$2,280.04</u>
Round To		\$2,300.00

The contributory value of the subject's improvements after the acquisition is based on the estimated cost of the improvements prior to the acquisition minus the contributory value of the site improvements acquired.

The contributory value of the subject's improvements was \$45,000. The after value of the subject's improvements is calculated as follows:

Fair Market Value of Subject's Improvements - Before Acquisition	\$45,000
-Contributory Value of Subject's Landscaping Acquired	<u>-\$ 2,300</u>
Value of Subject's Improvements – After Acquisition	\$42,700

**CONCLUSION OF TOTAL VALUE OF SUBJECT – AFTER ACQUISITION:**

Land	\$103,975
Improvements	<u>\$ 42,700</u>
Total After Value	\$146,675

**ADDITIONAL DAMAGES: TEMPORARY LIMITED EASEMENT:** 4 temporary limited easement areas totaling 11,547 sf. are being acquired to provide the contractor extra working room beyond the new right of way being acquired. The temporary limited easement areas are strips of land that vary in width and they abuts the new and/or existing right of way lines for Grayside Avenue and Union Street. The temporary limited easement areas will be used for slope construction, restoration of any lawn or driveway areas that are disturbed during construction.

The temporary limited easement areas for this project will provide the construction contractor the right to operate necessary equipment within the temporary limited easement areas, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant any vegetation that the highway authorities may deem necessary or desirable. Grading, blending and restoration work will also occur within the temporary limited easement areas.

All temporary limited easements for this project are to terminate on the date the construction of this project is completed. Construction is scheduled for the 2013 construction season; therefore the temporary limited easement will be in effect from the date of acquisition to the date of the completion of the project, which is roughly 16 months (August 2012 to November 2013).

Damages that result from temporary limited easements are usually based on an economic return on investment. This can be done by extracting a rental rate from the market. There is a lack of rental data for residential land in this area due to the fact that vacant residential sites are generally not rented as income producing properties. Due to the lack of residential land rental market data, an alternate method to estimate the market value of a temporary limited easement is to compare land to a monetary asset through the principal of substitution. The Bank of Mauston published a 0.70% APY rate for a 24-month certificate of deposit as of April 27, 2012. This rate will be used to estimate the fee value of the temporary limited easement area for the full term of the temporary limited easement. The rate for the 16 month period the temporary limited easement will be in effect is calculated as follows:

$$0.70\%/year \div 12 \text{ months} = 0.05833\%/month \times 16 \text{ months} = 0.93328\% \\ \text{Round To } 0.95\%$$

$$0.95\% \times \$0.20/\text{sf.} = \$0.0019/\text{sf.} \times 11,547 \text{ sf.} = \$21.94 \\ \text{Round to } \$100$$

**SEPARATE ENTITY:** Based on Wisconsin State Law, just compensation must be based on the higher amount resulting from considering the property on a before and after basis or as the part taken considered separately. It must be determined whether the higher amount resulted from the before and after basis or from that part taken considered separately. In this appraisal the result is the same because there is no damage to the remaining property.

I have considered the property evaluated in this appraisal, both from the before and after approach, as well as, the part taken. I have concluded from the result of this comparison, that the value of the part taken does not exceed the value attained by the before and after approach.

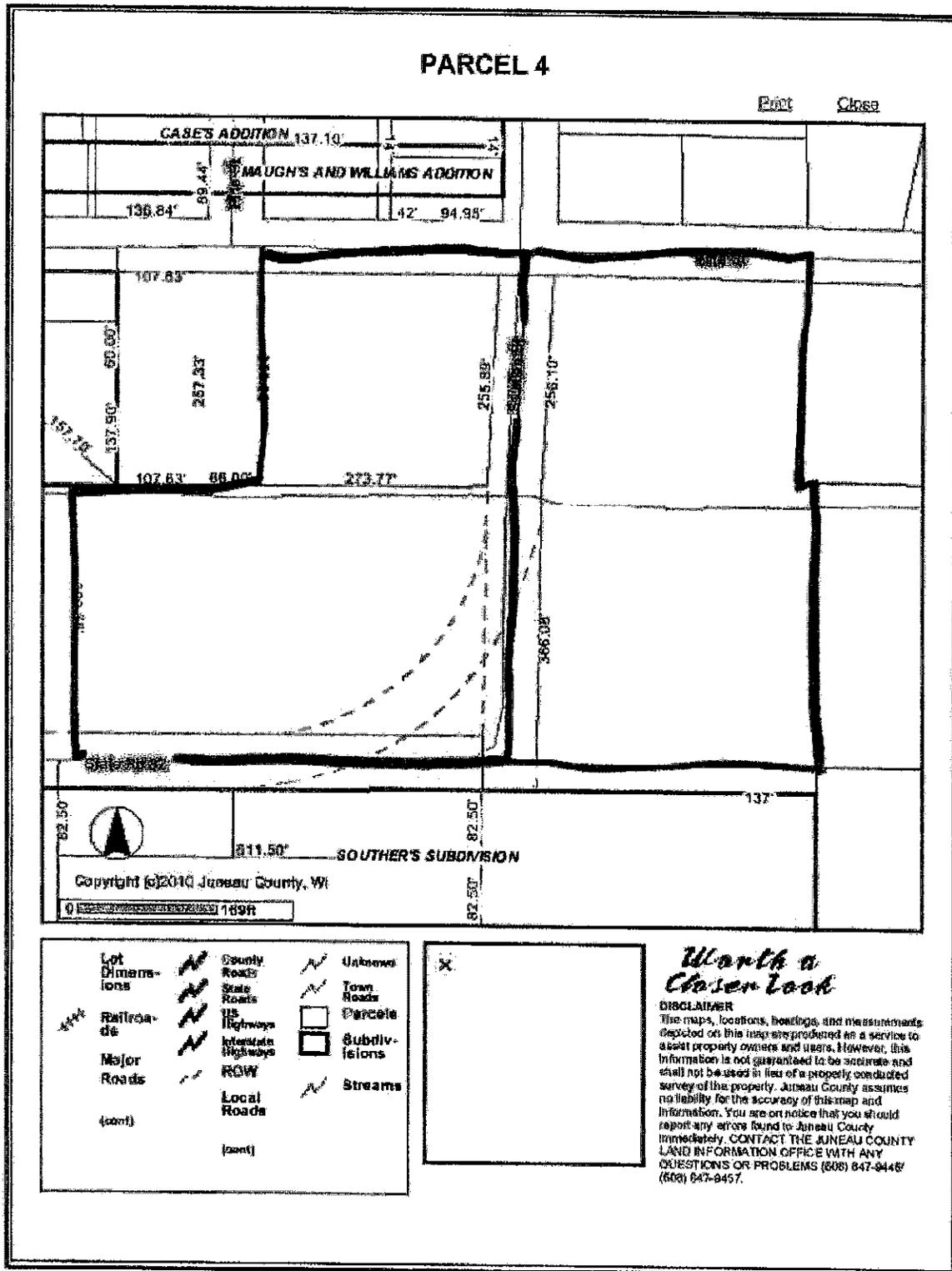
**CORRELATION OF LOSS AND DAMAGES:**

Before Value	\$151,675
After Value	<u>-\$146,675</u>
Total Loss in Fair Market Value	\$ 5,000
Additional Damages: TLE	<u>+\$ 100</u>
Total Loss and Damages	\$ 5,100

**ALLOCATION OF LOSS AND DAMAGES:**

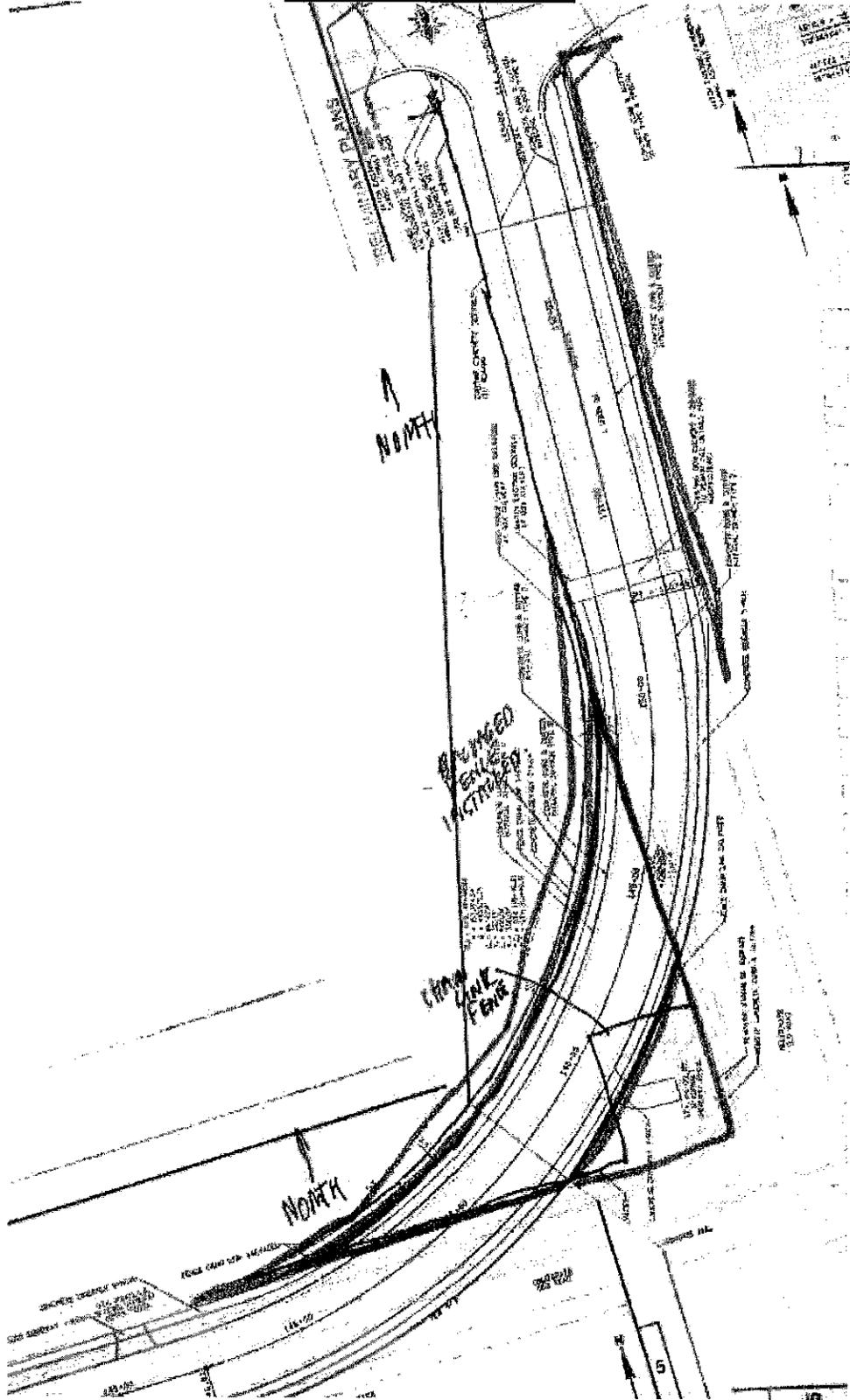
<b>EXISTING RIGHT OF WAY -</b> 17,765 sf.	=	\$ 0
<b>NEW RIGHT OF WAY -</b> 13,412 sf. x \$0.20/acre = \$2,682.40 Rounded to \$2,700	=	\$2,700
<b>IMPROVEMENTS - LANDSCAPING - Grass</b>	=	\$2,300
<b>IMPROVEMENTS - FENCING</b> Existing fence will be salvaged and reinstalled as part of the project	=	\$ 0
<b>TEMPORARY LIMITED EASEMENT -</b> 0.95% x \$0.20/sf. = \$0.0019/sf. x 11,547 sf. = \$21.94 Round to \$100	=	\$ 100
<b>SEVERANCE DAMAGE -</b> No damages are estimated for the 4,196 sf. of land that will be severed from the land that was originally located west of Union Street and north of Grayside Avenue. This area of the property was mostly used as a sanitary sewer lift station within an easement area and it will continue to be used as such after the acquisition. Its use will not change. A new concrete driveway will be constructed as a part of the project.	=	\$0
<b>TOTAL LOSS AND DAMAGES</b>	=	\$5,100

# TAX PARCEL MAP





# PLAN SKETCH



# PHOTOGRAPHS OF SUBJECT PROPERTY

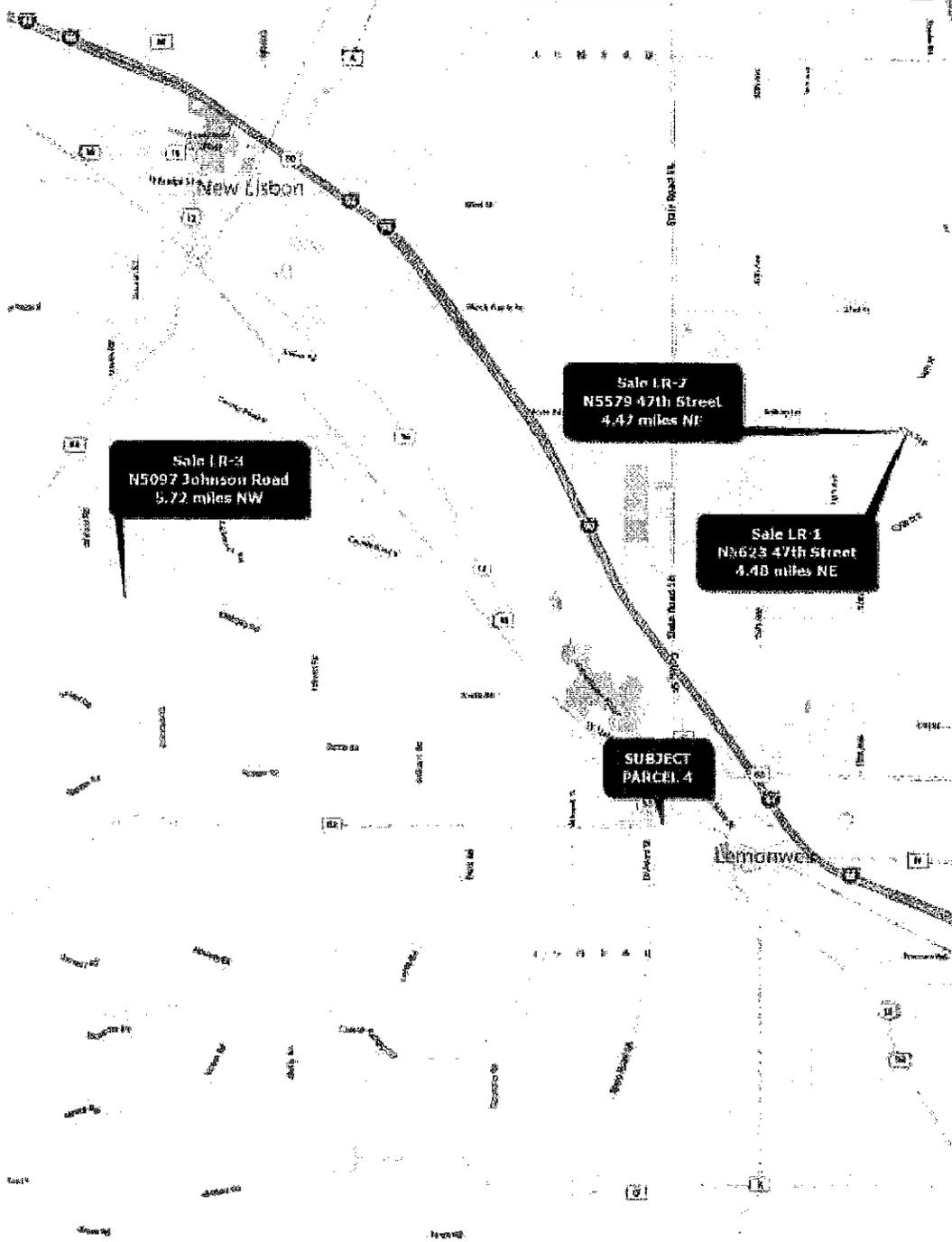


**SUBJECT** TLE area and new R/W along Grayside Avenue  
**FROM** West of Point 307  
**CAMERA POINTED** Northeasterly



**SUBJECT** New R/W and TLE area  
**FROM** Point 402  
**CAMERA POINTED** Southwesterly

# SUBJECT AND COMP SALE LOCATION MAP



## COMP 1 SALE DATA SHEET



**Address:** N5623 47th Street (Town of Lemonweir)

**Sale Date:** 8/5/2009

**Sale Price:** \$26,000

**Approx. Site Size:** 113,256 sf. (2.6 ac.) square feet

**Unit Price:** \$0.23/sf.

**Intended Use:** Residential Home Site

**Zoning:** Rural Residential

**Grantor:** Evelyn Morris

**Grantee:** Michael J. Navis

**Type of Document:** Warranty Deed

**Document Number:** 674875

**Legal Description:** LOT 6, VOL 18 CSM PG. 28, #4041; PT. NE 1/4 NW 1/4

**Financing:** Cash.

**Conditions of Sale: Verified By:** Evelyn Morris (Grantor), Wisconsin Dept. of Revenue R.E. Transfer Data and Juneau Co. Tax Records

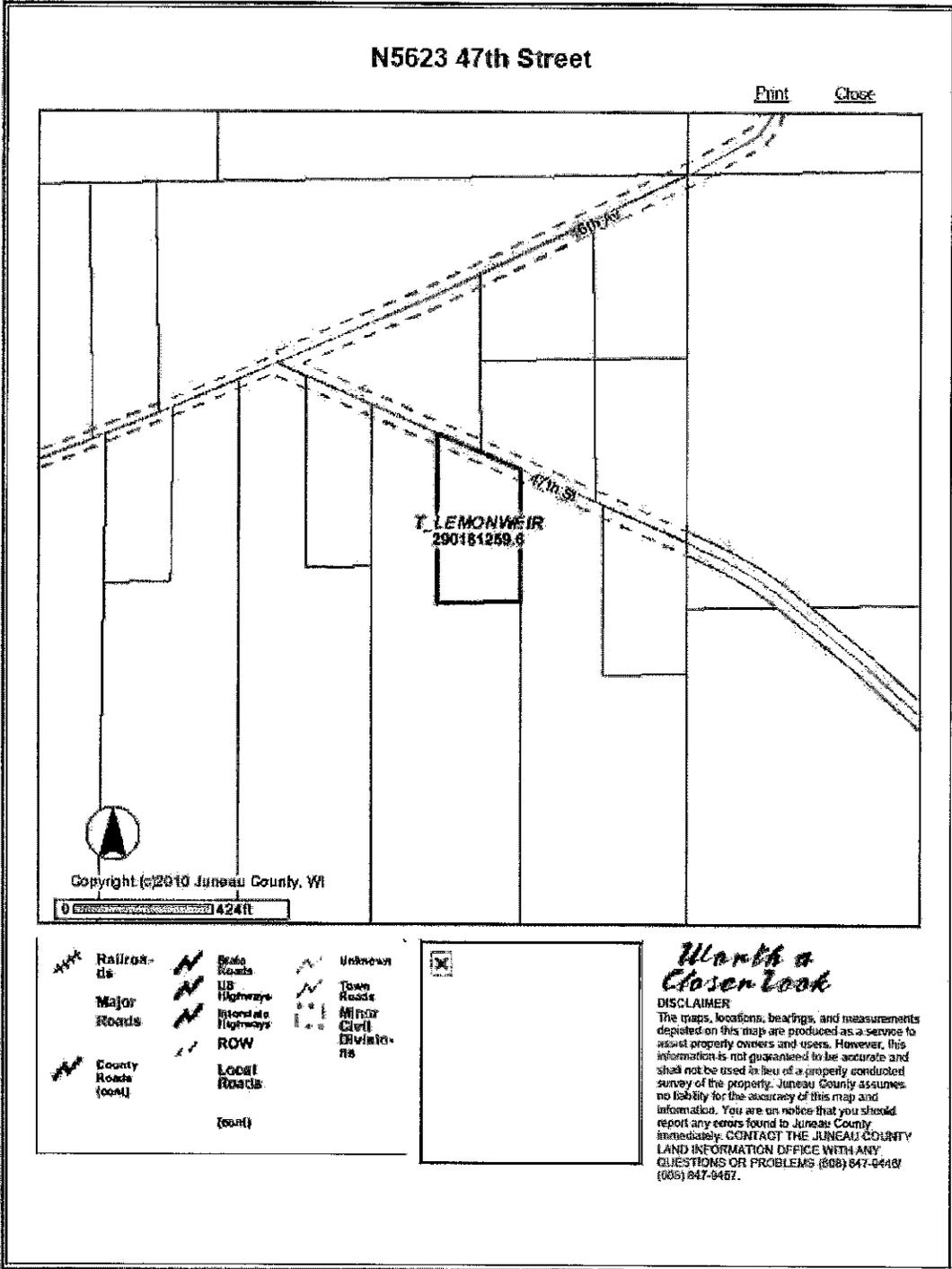
**Verified To:** Patrick Wagner

**Description:** This is a slightly irregular shaped, partially wooded site with a rolling topography. It was purchased for use as a home site. Telephone and electric lines were available along the road. A private well and septic system were needed to develop this site.

# COMP 1 PARCEL MAP

N5623 47th Street

Print    Close



## COMP 2 SALE DATA SHEET



**Address:** N5579 47th Street (Town of Lemonweir)

**Sale Date:** 3/29/2012

**Sale Price:** \$22,000

**Approx. Site Size:** 146,013 sf. (3.35 ac.) square feet

**Unit Price:** \$0.15/sf.

**Intended Use:** Residential Home Site

**Zoning:** Rural Residential

**Grantor:** Evelyn Morris

**Grantee:** Jacob and Tanya Harrison

**Type of Document:** Warranty Deed

**Document Number:** 674957

**Legal Description:** LOT 8, VOL 18 CSM PG. 28, #4041; PT. E 1/2 NW 1/4

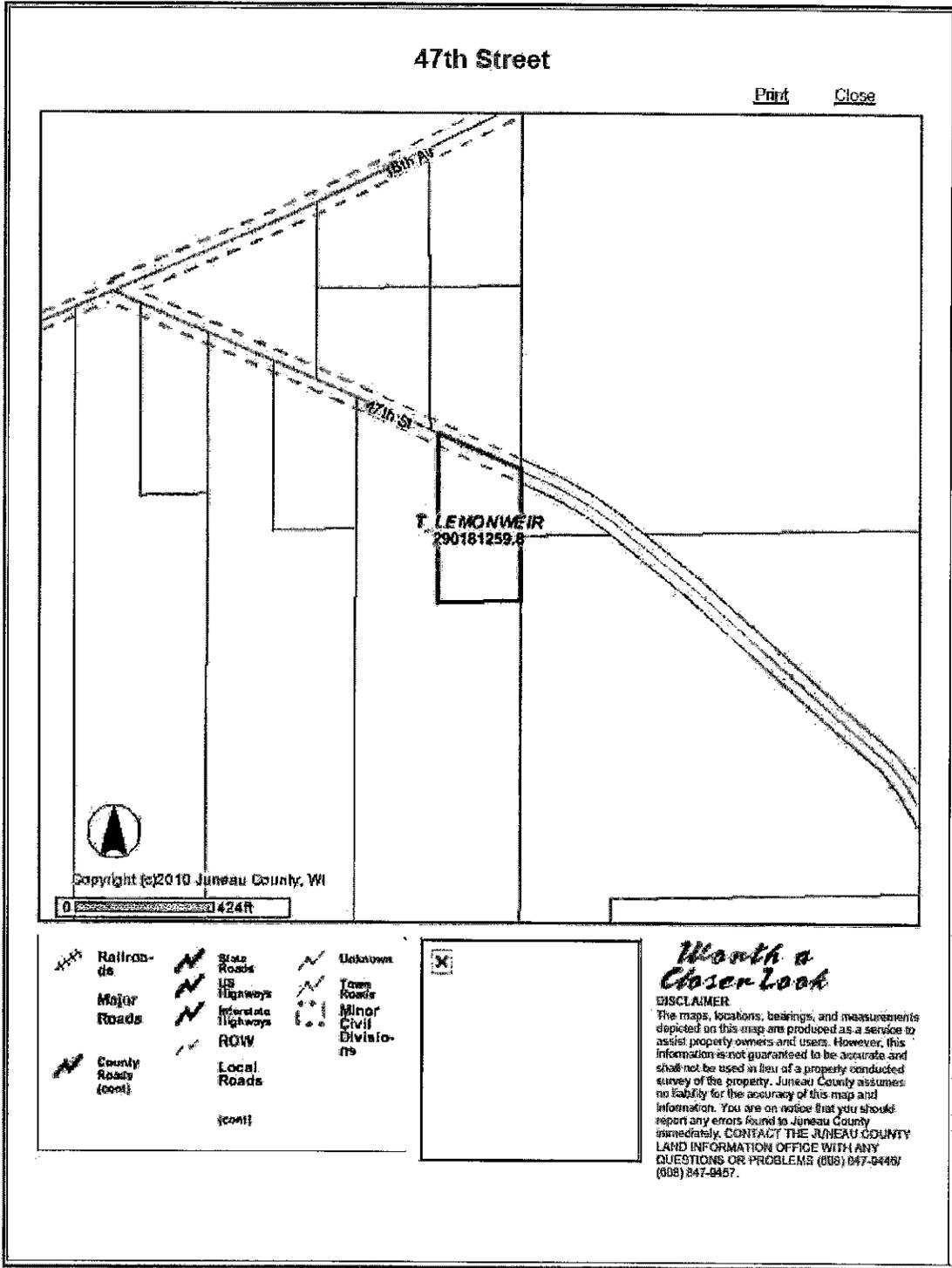
**Financing:** Conventional.

**Conditions of Sale:** **Verified By:** Evelyn Morris (Grantor), Wisconsin Dept. of Revenue R.E. Transfer Data and Juneau Co. Tax Records

**Verified To:** Patrick Wagner

**Description:** This is a slightly irregular shaped, partially wooded site with a rolling topography. It was purchased for use as a home site. Telephone and electric lines were available along the road. A private well and septic system were needed to develop this site.

# COMP 2 PARCEL MAP



## **COMP 3 SALE DATA SHEET**



**Address:** N5097 Johnson Road, (Town of Lisbon)

**Sale Date:** 6/29/2011

**Sale Price:** \$88,000

**Approx. Site Size:** 435,600 sf. (10 ac.) square feet

**Unit Price:** \$0.20/sf.

**Intended Use:** Residential Home Site

**Zoning:** Residential

**Grantor:** Tim W. Franken

**Grantee:** Dean and Edie Van Dusen

**Type of Document:** Warranty Deed

**Document Number:** 686477

**Legal Description:** LOT 1, VOL. 18 C.S.M. PG. 158, #4171; PT. NE 1/4 SW 1/4

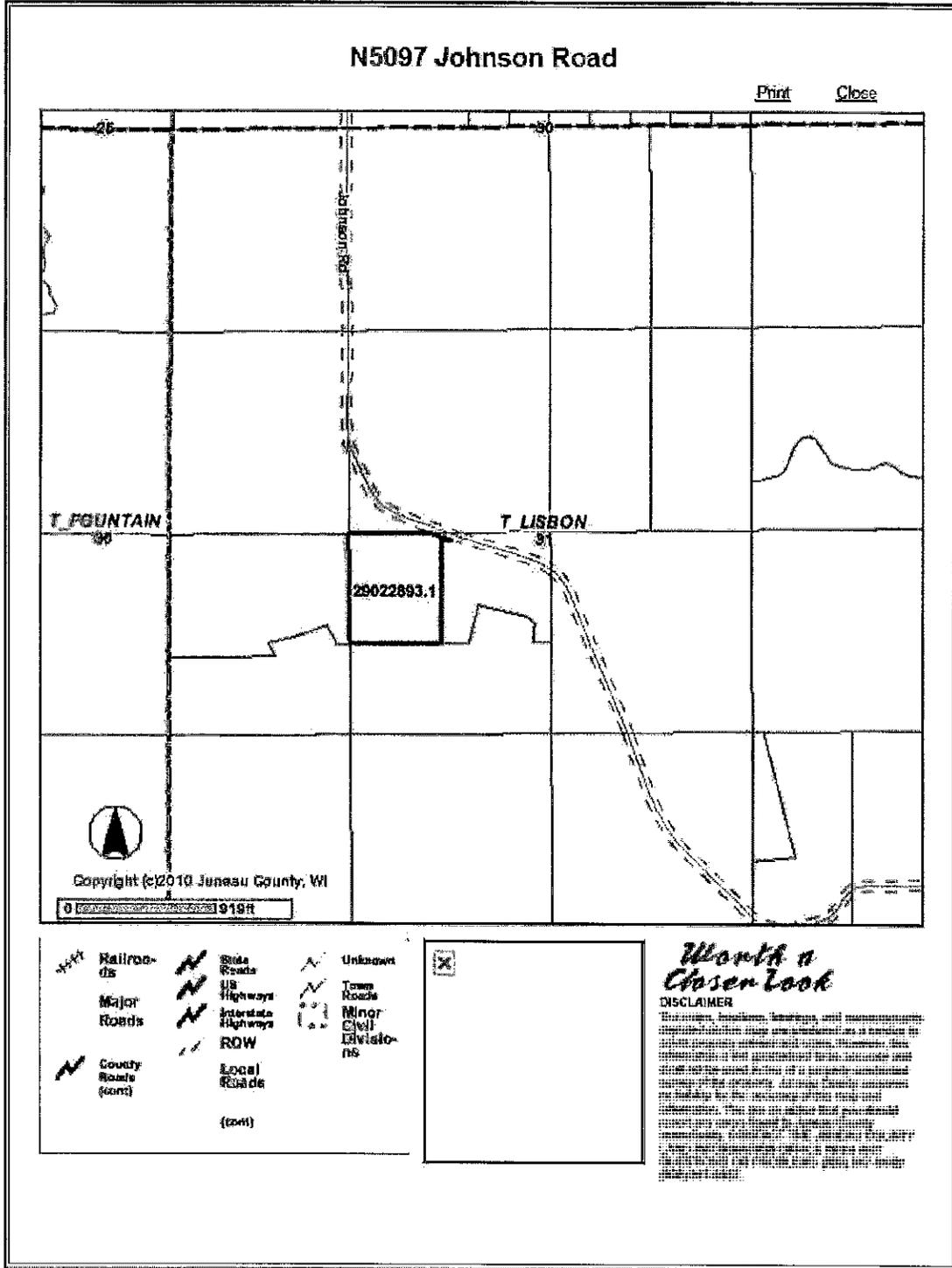
**Financing:** Cash.

**Conditions of Sale:** **Verified By:** Tim Franken (Grantor), Wisconsin Dept. of Revenue R.E. Transfer Data and Juneau Co. Tax Records

**Verified To:** Patrick Wagner

**Description:** This is a square wooded site in the Town of Lisbon. It had access from Johnson Road. Electric and telephone lines were available along the road. A well and septic system are needed to develop this site.

# COMP 3 PARCEL MAP



# RESUME OF APPRAISER QUALIFICATIONS

Patrick T. Wagner  
5 Clarendon Court  
Madison, WI 53704

## **Work Experience**

1994 to Present

Quality Valuation Service Madison, Wisconsin

Title: Real Estate Appraiser/Owner

◆ Perform appraisal services for governmental agencies and consultants for eminent domain acquisitions.

### **Work performed includes:**

- Preparation of preliminary market research and sale studies.
- Preparation of standard narrative, short format and URAR appraisals for vacant and improved residential, agricultural, commercial and industrial properties. Appraisals have been completed for full and partial acquisitions.
- Review of residential and commercial appraisals.
- Appeared as an expert witness before the Waukesha County Highway Commission on September 10, 1996.
- Appeared as an expert witness before the Waukesha County Highway Commission on September 6, 2000.
- Appeared as an expert witness before the Ozaukee County Highway Commission in March 2001.
- Appeared as an expert witness before the Washington County Condemnation Commission on April 7, 2009.
- Appeared as an expert witness before the Winnebago County Condemnation Commission on December 17, 2009.
- Appeared as an expert witness before the Dane County Condemnation Commission on January 27, 2010.

1990 to Present

Accurate Appraisal Service

Madison, Wisconsin

Title: Real Estate Appraiser

◆ Perform appraisal services for lending institutions for mortgage purposes.

### **Work performed includes:**

- Preparation of URAR, ERC, condo, small income and vacant land appraisals.

## **Education**

Graduated from Lakeside Lutheran High Schools – 1988

Attended Madison Area Technical College – 1988 to 1989

Attended University of Wisconsin – Madison – 1989 to 1990

Graduated from Madison Area Technical College – 1990 to 1992 – Two-year Associate Degree in Real Estate

### **Special Courses Attended**

Real Estate Appraisal I – MATC – 1990

Principles of Real Estate – MATC – 1990

Real Estate Appraisal II – MATC - 1991

**Special Courses - continued**

Standards of Professional Practice – WRA – 1991  
Real Estate Law – MATC – 1991  
Fundamentals of Building Construction – MATC – 1992  
Condos/Market and Submarket Analysis Seminar – Appraisal Institute – 1992  
FNMA Appraisal Issues – Appraisal Institute – 1993  
Real Estate Negotiation for Governmental Agencies – IR/WA – 1993  
Applications of Appraisal Principles (Course 405) – IR/WA – 1993  
Appraisal Training for Eminent Domain – IR/WA and WisDOT – 1993, 1996, 1998 &  
2003  
Appraisal of Partial Acquisitions (Course 401) – IR/WA – 1994  
Principles of Real Estate Acquisitions (Course 101) – IR/WA - 1995  
Skills of Expert Testimony (Course 214) – IR/WA – 1995  
Real Estate Appraisal III – MATC - 1997  
Standards of Professional Practice – Appraisal Institute - 1999  
Appraising Residential Lakeshore – Cabin to Mansion – WRA – 1999  
Inspection Liability – Due Diligence for Residential Appraisers - WRA – 1999  
Real Estate Appraisal Review Workshop – FHWA and WisDOT - 2000  
Land Conservation Appraisal: Appraisal of Rural Lands, Conservation Easements,  
Purchase of Development Rights and Appraisal Under Government Guidelines –  
DNR - 2000  
Ethics and the Right of Way Profession (Course 103) – IR/WA – 2000  
USPAP – WRA – 2001 and Columbia Institute - 2008  
Appraisal of Landscaping – WisDOT and IR/WA - 2002  
USPAP Update – WRA - 2003  
Fair Housing – McCissock, Inc – 2003  
Construction Details and Trends – McCissock, Inc. – 2003  
Appraising Ornamental and Forest Trees – American Society of Farm Managers and  
Rural Appraisers – Wisconsin Chapter – 2004  
USPAP National Update – S.L.MacWilliams Co. – 2005  
2006 Condemnation Appraisal Symposium – Appraisal Institute - 2006  
2006 USPAP and Scope of Work – Kaplan Professional Schools - 2007  
USPAP National Update – Kaplan Professional Schools – 2007  
Current Issues In Appraising – McKissock – 2008  
Appraising FHA Today – McKissock 2008  
Income Capitalization – McKissock - 2008  
2008-2009 USPAP National Update – WRA - 2009  
Demystifying Income Property Appraising - WRA - 2010  
Local Public Agency Seminar 2010 - WisDOT - 2010

**Professional Licenses and Certification**

Wisconsin Certified Residential Appraisal #646-009

**Professional Memberships/Associations**

International Right of Way Association

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

LPA1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between City of Mauston, hereinafter called SELLER, and the City of Mauston, hereinafter called BUYER. **If accepted, this offer can create a legally enforceable contract.** Both parties should read this document carefully and understand it before signing.

SELLER and BUYER agree that BUYER is purchasing this property for transportation purposes within the meaning of Wis. Stats.

SELLER warrants and represents to BUYER that SELLER has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the BUYER is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The SELLER agrees to sell and the BUYER agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Juneau County, Wisconsin:

**Parcel 4 of Transportation Project Plat 5020-05-21-4.02 recorded as document number 690304, and filed in Vol.1, page 71 recorded in Juneau County, Wisconsin. Property interests and rights of said parcel 4 consist of: Temporary Limited Easement and Fee Simple.**

The purchase price of said real estate shall be the sum of Five Thousand, One Hundred and No/100 Dollars, **(\$5,100.00)** payable as follows: **at closing**

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and **none**

Legal possession of premises shall be delivered to BUYER on date of closing.

Occupancy of property shall be given to BUYER on closing, SELLER may not occupy property after closing, unless a separate lease agreement is entered into between BUYER and SELLER.

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by BUYER as evidenced by the signature of an authorized representative of BUYER. If this agreement is not accepted by BUYER within 45 days after SELLER's signature, this agreement shall be null and void.

SELLER and BUYER agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**The above agreement is accepted.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Note: Must be signed by administrator or an authorized representative.



**G.J. Miesbauer & Associates, Inc.**

RIGHT OF WAY ACQUISITION SPECIALISTS

September 19, 2012

City of Mauston  
% Nathan Thiel  
303 Mansion Street  
Mauston, WI 53948

Re: Project ID: 5020-05-23, amendment 1  
Redesignation of STH 58/82  
City of Mauston  
Parcel 6

Dear Mr. Thiel:

This is the City of Mauston's written offer to purchase the required right of way from your property, identified as parcel 6, for the redesignation of STH 58/82. The offer is \$4,175 and is based on the enclosed appraisal report.

This offer is based on the appraised fair market value of the property and does not consider any decrease or increase in value caused by the anticipation of this project. I have included a description of the area and interests that are needed from your property. The enclosed plat map includes a list of neighboring owners affected by this project.

You may choose to obtain another appraisal as explained in the "Rights of Landowners" brochure sent to you earlier. To further aid you, I have included some appraisal guidelines for you and your appraiser. Remember that the report must reach me within 60 days or by the end of the business day, November 19, 2012.

If the offer is acceptable, please sign the enclosed Purchase Agreement and return to me. I will request a check from the City of Mauston. I have also enclosed a conveyance document, which will be recorded with the Juneau County Register of Deeds. Please sign the document in the presence of a Notary Public and return to me with the Purchase Agreement.

If you have any further questions please contact me at 608-235-1520.

Sincerely,

A handwritten signature in cursive script that reads "Gerald J. Miesbauer".

Gerald J. Miesbauer, SR/WA

Enclosures

# APPRAISAL REPORT

## PARCEL 6 CITY OF MAUSTON PROPERTY

*Transportation Project Plat No. 5020-05-23 -4.01  
USH 12 & STH 58/82/16 Intersection  
City of Mauston*

**As of:**

August 9, 2012

**For:**

City of Mauston  
303 Mansion Street  
Mauston, WI 53948

**Prepared By:**

Quality Valuation Service  
Patrick T. Wagner  
Wisconsin Certified Residential Appraiser #646  
5 Clarendon Court  
Madison, WI 53704

# APPRAISAL REPORT

**PROPERTY OWNER:** City of Mauston

**PROPERTY ADDRESS:** Lion's Park (Northeast Quadrant of Intersection of Division Street and Grayside Avenue)  
Mauston, WI 53948

**OWNER ADDRESS:** City of Mauston  
303 Mansion Street  
Mauston, WI 53948

**OWNER CONTACT:** (608) 847-6676 - Ext. 308 - Nathan Thiel, City Administrator

**SIZE AND TYPE OF PROPERTY:** Approx. 130,680 sf. portion of a city park

## SALES HISTORY

DOC. NO.	GRANTOR	GRANTEE	SALE DATE	PRICE
No sales or transfers within the past 5 years.				

**PRESENT USE:** City Park

**ZONING:** SR-4 Single Family Residential

## HIGHEST AND BEST USE

**BEFORE:** City Park/Development

**AFTER:** City Park/Development

## AREA AND INTEREST TO BE ACQUIRED

**LAND-FEE:** 4,743 sf.

**EXISTING R/W (NO COMPENSATION):** 16,959 sf.

**IMPROVEMENTS:** Asphalt parking area, tree and lawn area, sign & fencing

**OTHER INTERESTS:** Temporary Limited Easement - 1,830 sf.

**THE ABOVE INTERESTS ARE INDICATED ON TPP SHEET (S):** 5020-05-23-4.01

**PLAT DATE:** 2/8/2012

# IDENTIFICATION OF APPRAISAL PROBLEM AND SCOPE OF WORK

**PURPOSE OF THE APPRAISAL REPORT:** The purpose of this appraisal is to estimate the fair market value of the acquisition of and/or damages to the land, site improvements, building improvements and property rights, as indicated in this report. This shall be done in accordance with the provisions of Section 32.09 Wisconsin Statutes, which state that compensation shall be based on fair market value.

**INTENDED USE AND INTENDED USER:** This report is being prepared for the City of Mauston, the intended user, and their agents to estimate the market value to be used in the determination of just compensation for the acquisition of real property interests for a transportation project. A copy of the report will be given to the property owner as required under the disclosure requirements of Section 32.05 Wisconsin Statutes and the owner has the option of having their own appraisal prepared.

**TYPE OF APPRAISAL:** This is a Summary Appraisal Report.

**APPRAISAL PROBLEM TO BE SOLVED:** This appraisal will estimate the fair market value of the needed "Acquisition and Area to be Acquired" and any loss in value to the remaining property caused by the "Acquisition and Area to be Acquired".

**SCOPE OF WORK:** The scope of work is defined as the type and extent of research and analysis in an assignment.

*Definition Source: USPAP 2008-2009 Edition, Effective January 1, 2008 through December 31, 2009, Appraisal Standards Board – The Appraisal Foundation, Page U-4*

The following steps were made in arriving at the final estimate of value included in the appraisal report of the subject property:

1. Public records and the title report were researched by Patrick Wagner for information on ownership, real estate assessments, real estate taxes, utility availability, zoning regulations and easements. Any pertinent easements or restrictions on the fee simple ownership of the subject were investigated and analyzed.
2. Patrick Wagner performed a search of available regional, city, county and neighborhood resources was made to determine market trends, influences and other significant factors pertinent to the subject property.
3. On August 9, 2012 Patrick Wagner, conducted an inspection of the subject property's site, site improvements, an interior and exterior inspection of the building improvements and the surrounding larger market area to note the characteristics of the subject property that are relevant to the valuation and the environment in which it is located.

4. The data gathered in the steps above and a study of the real estate market in the subject area was analyzed by Patrick Wagner to help determine the physically possible and legal uses of the subject that are financially feasible and which result in its maximally productive use. The highest and best use of the subject is concluded based on this analysis.
5. The cost, income and sales comparison approaches were considered for their relevance in analyzing the subject property and appraisal problem to be solved. The sales comparison approach is relevant to appraisal problem to be solved and it is used to estimate my opinion of the market value of only the land acquired and it also the basis for estimating the market value of any temporary limited easements that are needed. The cost approach is not considered to be relevant in my opinion because the subject's building improvements will not be affected by this acquisition. The income approach was not considered to be relevant in my opinion because the subject's income producing potential will not be affected by this acquisition.
6. Patrick Wagner performed an investigation of available market sales data for use in developing the sales comparison approach to value. The sales research included a search of public records through commercial sources of data such as the WIREX MLS and/or Real Estate Database, Inc. The research work was performed in May and July 2011 and April and August 2012 and has an effective date of August 9, 2012. Search parameters such as dates of sales, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and were expanded until sufficient data, in my opinion, was retrieved to estimate the market value of the subject property. Patrick Wagner investigated the location and transaction data for the comparables which included a review of deeds or conveyances, tax data, certified survey maps, tax listing maps and/or geographic information system data. Patrick Wagner viewed the comparable sales from the public street, observing their physical characteristics and took photographs. Patrick Wagner verified the terms of the comparable sales by personally speaking with at least one participant involved in the transaction or broker involved in the transaction. When it was not possible to personally verify the sale, public records such as assessor data, tax data, transfer fees from the recorded document, a search of the Wisconsin Department of Financial Institutions Corporate Records search and/or phone records are analyzed to determine the conditions of the sale (i.e. related parties, unusually high or low sale prices, etc.).
7. The market data was analyzed by Patrick Wagner and conclusions were made regarding the market value, as defined in this report, of the subject property as of the date of value using the appropriate valuation approach(es) identified above.

8. Cost data from the Marshall and Swift Cost Handbook and/or local contractor bids were obtained to estimate the depreciated in-place values of the site improvements acquired, if necessary.
9. A 24-month Certificate of Deposit rate (as of April 27, 2012) was obtained from The Bank of Mauston for use in estimating the compensation for the economic rent of any temporary interests through the principal of substitution, if necessary.
10. Patrick Wagner performed an investigation of the marketing times of the comparable sales used in the report indicates the estimated reasonable exposure time of the subject property is approximately 3 to 6 months at the estimate market value of the subject assuming appropriate marketing of the subject.
11. The 5 year sale/transfer history of the subject was researched using the Juneau County website and/or www.redi-net.com. Any prior sales or transfers of the subject within the past 5 years are analyzed on page 1 of this report.
12. The appraisal was prepared by Patrick Wagner in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation, the Code of Professional Ethics and Certification Standard of the Appraisal Institute and the Federal Institutions Reform, Recovery and Enforcement Ave (FIRREA).
13. In compliance with USPAP, the appraiser, Patrick T. Wagner has not performed an appraisal or service regarding this subject property within the past 3 years.

**MARKET VALUE DEFINITION:** Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they considered their best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Definition Source: Federal Register, Volume 55, Number 163, August 22, 1990, pages 34228 and 34229.*

The fair market value definition is amended as per Section 32.09(5)(b) of the Wisconsin Statutes which states: "Any increase or decrease in fair market value of real property prior to the date of evaluation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than physical deterioration within reasonable control of the property owner, may not be taken into account in determining just compensation for the property".

**LARGER PARCEL DEFINITION:** The larger parcel is defined as that portion of a property that has unity of ownership, contiguity and unity of use. In most cases the larger parcel is all of one parcel defined by the right of way plat. However, the larger parcel may be part of a parcel or several parcels, depending to varying degrees on unity of ownership, unity of use and contiguity.

**PART TAKEN (SEPARATE ENTITY TEST) :** Based on Wisconsin State Law, just compensation must be based on the higher amount resulting from considering the property on a before and after basis or as the part taken considered separately. It must be determined whether the higher amount resulted from the before and after basis or from that part taken considered separately.

I have considered the property evaluated in this appraisal, both from the before and after approach, as well as, the part taken. I have concluded from the result of this comparison, that the value of the part taken does not exceed the value attained by the before and after approach.

**ESTATE BEING APPRAISED:** The estimated market value of the fee simple estate of the subject's land being acquired for new right of way is being appraised. The estimated market value of the leasehold estate of the land within the required temporary limited easement area is also being appraised.

**EFFECTIVE DATE OF APPRAISAL:** The effective date of the appraisal is August 9, 2012, which was the last date of inspection.

**ASSUMPTIONS AND LIMITING CONDITIONS:** This appraisal is made using the Jurisdictional Exception provisions of the Uniform Standards of Professional Appraisal Practice in respect to Section 32.09(5)(b) of the Wisconsin Statutes, which modifies the definition of market value to ignore any increase or decrease in value that the project may have on the value of the property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than physical deterioration within reasonable control of the property owner, may not be taken into account in determining just compensation for the property.

The Certification of the Appraiser appearing in this appraisal is subject to the following conditions and to such other specific and limiting conditions set forth by the appraiser in this report:

1. The appraiser assumes no responsibility for matters of legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. This property is appraised as though under responsible ownership.
2. Any sketch in this appraisal may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give any testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been made previously.
4. The appraiser assumes there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering that might be required to discover such factors.
5. The value estimated in this appraisal is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and detrimental environmental conditions on or around the property that would negatively affect its use.
6. Neither all, nor part of the contents of the appraisal, or copy thereof (including conclusions as to the property value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be used for any purpose by anyone but the client specified in the report.
7. Information, estimates and opinions furnished to the appraiser, and contained in this appraisal were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the appraiser.
8. Individual values estimated in the appraisal should not be relied on outside the context of the appraisal for any other reason, and are only intended to be used for the purposes of this appraisal.
9. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the appraisers whose

signatures appears on the appraisal report. No change of any items in the appraisal report shall be made by anyone other than the appraisers, and the appraisers shall have no such responsibility for any such unauthorized change.

**EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS:** I am making an extraordinary assumption that the estimated costs of the subject's improvements is their estimated market value as of the date of the appraisal.

*An extraordinary assumption is defined on page U-3 of the 2010-2011 Edition of the Uniform Standards of Professional Appraisal Practice (USPA) as "An assumption, directly related to a specific assignment, which, if found false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as facts otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis".*

**JURISDICTIONAL EXCEPTION:** The appraiser must comply with the overriding authority of State and Federal laws, rules and regulations including the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended; 49 Code of Federal Regulations (CFR) Part 24.103; Wisconsin Statute 32.09 and the Real Estate Program Manual of the Wisconsin Department of Transportation. However, if an appraiser encounters a situation where the assignment conditions, based on federal or state law or regulation, precludes him/her from complying with part of USPAP, the appraiser must identify in the report, the law or regulation that precludes compliance with USPAP, and clearly state in the report, the part of USPAP that is voided by that law or regulation. The appraiser shall then comply with the law or regulation.

The fair market value definition is amended as per Section 32.09(5)(b) of the Wisconsin Statutes which states: "Any increase or decrease in fair market value of real property prior to the date of evaluation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than physical deterioration within reasonable control of the property owner, may not be taken into account in determining just compensation for the property".

## CERTIFICATE OF APPRAISER

To the best of my knowledge and belief that statements contained in the appraisal report are true and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions, herein set forth:

This appraisal has been made in conformity with appropriate Wisconsin Statutes, Regulations, Policies and Procedures applicable to appraisal of right of way. That to the best of my knowledge no portion of the value assigned to this property consists of items that are non-compensable under Wisconsin Laws.

The statements contained in this report are true and correct.

The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

Neither my compensation nor employment are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stimulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which this property would be acquired, or by the likelihood that this property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining compensation for this property.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Relocation Assistance and Real Property Acquisition Policy Act of 1970.

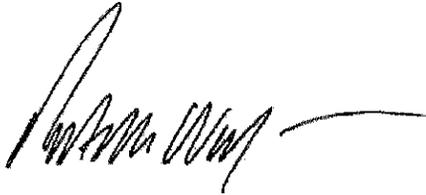
No one else provided significant real property appraisal assistance to me in making this report. I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency or the Federal Highway Administration and I will not do so until authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have not given consideration to nor included in this appraisal any relocation assistance benefits.

On August 8, 2012, I (Patrick T. Wagner) phoned Mr. Thiel's Secretary and scheduled an appointment to meet with Mr. Thiel to discuss the acquisition. An appointment was scheduled. On August 9, 2012 I met with Mr. Thiel to discuss the acquisition. On August 9, 2012 I verbally offered Mr. Thiel an invitation for a joint property inspection as required by state law. The invitation was verbally declined by Mr. Thiel on August 9, 2012. Mr. Thiel gave me verbal permission to inspect the property. On August 9, 2012 I made a personal inspection of the property. I have

made a field inspection of the sales relied upon in making this appraisal. The subject and sales relied upon in making this appraisal are as represented in this appraisal.

It is my opinion that as of August 9, 2012 the total loss in fair market value to the property here in described is: **\$4,175.**



Patrick T. Wagner  
Wisconsin Certified Residential Appraiser #646-009  
Signed: August 20, 2012

## **CONSTRUCTION PROJECT**

**Project ID 5020-05-21  
STH 58  
STH 58/82 Redesignation, Mauston  
(STH 82 East to USH 12)  
Juneau County**

**Project ID 5020-05-23  
STH 58/82 Redesignation, Mauston  
Juneau County**

**NEED FOR PROJECT:** The need for this project is to redesignate these local streets as STH 58/82 and CTH G. To allow this to happen, the project need is to address growing traffic volumes, difficult turning maneuvers, poor pavement condition, and poor pedestrian accommodations along the existing route. There are no additional parking restrictions or curb improvements that can be made to the existing facility to account for the growing traffic along the existing route. Narrow sidewalks and nonexistent curb ramps are present through the corridor and need to be improved to increase pedestrian safety within the corridor. Upon completion of this project, the existing STH 58/82 and CTH G route of Division Street will revert to a local street.

**PRESENT FACILITY:** Grayside Avenue and Union Street currently have a 25 mph posted speed. The horizontal alignment features are outside of desirable or minimum design standards. The existing intersection of Grayside Avenue and Union Street is an uncontrolled intersection at a 90 degree bend making turning movements for both passenger cars and trucks difficult. The vertical alignment features/stopping sight distance is outside of desirable or minimum design standards.

TYPICAL EXISTING CROSS SECTION:

**STH 58/82 Grayside Avenue & Union Street (Mainline)**

Number of Roadways: 1

Number of Lanes: 2

Median Width/Type: N/A

Lane Width: 12'

Bike Facility Type: None

Sidewalk and Curb Ramps: Varies, 4' to 8.5' concrete sidewalk, curb ramps vary, no existing sidewalk along the south/east side of Grayside Ave/Union Street from Division St. to Vine St.

Cross Slope: 2% (Typical)

Super elevation: None

Horizontal Clearance: Existing horizontal clearance is a minimum of 1-foot from the face of curb. Objects within the 2-foot clear zone include utility poles and some small sign supports.

Clear Zone: 1.0' from horizontal clearance

Vertical Clearance: N/A

Side Slope/Ditch Sections: Terraces - slopes vary 0-4%

PAVEMENT STRUCTURE/CONDITION: Union Street/Grayside Avenue has 3" of asphalt over 8" base aggregate dense over 10" of breaker run. The existing pavement has shown various types of fatigue including longitudinal and alligator cracking.

Division Street (STH 58) has 5" of asphalt pavement over 8" of base aggregate dense over 10" of breaker run. The existing pavement has shown various types of fatigue including longitudinal and alligator cracking.

RIGHT OF WAY: The existing right of way is generally 66 feet wide.

UNIQUE PROJECT FEATURES:

**DIVISION STREET:** At the completion of the construction project, the former STH 58/82 route (Division Street) will be jurisdictionally transferred to the City of Mauston. As part of this project, Division Street will be milled and overlaid with 2" of asphalt pavement. The limits of the work on Division Street will be from Elmberta Road to Maine Street.

**LIONS MEMORIAL PARK:** As part of the improvements planned on Grayside Avenue and Union Street for redesignation as STH 58/82, the road alignment will be improved for safety and operational efficiency in order to accommodate the additional truck and passenger vehicle traffic. The improvements to the existing sharp curve at the corner of Grayside Avenue and Union Street will require the adjusted road alignment to encroach into the southeast corner of Lions Memorial Park, which is currently used as an open field and a drainage swale. At the southwest corner of the park, the intersection will encroach in the existing city parking lot. As a means to mitigate the impacts to the existing city parking lot, the parking lot will be expanded along Grayside Avenue to add additional off-street parking.

In the southeast corner of the park, the existing roadway right of way before the improved road alignment will be dedicated to the City and designated as new park land. The dedicated area for new park land is approximately 0.52 acres, which is greater than the impacted area of approximately 0.22 acres. The dedicated area will be restored to a lawn green space under this project and be contiguous to a wetland/wildlife area that the City of Mauston owns. The narrowing of the roadway will eliminate parking on Union Street and Grayside Avenue, however the project will improve access to the park by providing adequate room for bike accommodations on both sides of the sidewalk along the east side of Union Street.

**HAZARDOUS MATERIAL:** The Phase I Hazardous Materials Assessment identified several potential environmental concerns within the project limits. Two adjacent parcels required additional environmental assessment. A Phase 2/2.5 Hazardous Materials Assessment was completed for the two parcels. Contaminants were found within the project excavation area. Special provisions will address management of contaminated material during construction.

TYPICAL CROSS SECTION ELEMENTS CONSIDERED: To better facilitate the additional STH traffic and safety, the roadway width from Division Street to LaCrosse Street will be narrowed to 32' of pavement and on street parking will be removed. The proposed pavement will utilize 8" thick concrete over the existing base. By narrowing the road, some area of the project will need the profile lowered to maintain positive drainage from the sidewalk to the road. In areas where the profile was lowered to the point that the existing base material is disturbed, the pavement, which includes 8" thick concrete pavement over 6" thick 1 1/4 inch base aggregate over 12" select crush material, will be constructed. Bike accommodations, 4' in width, were added and on-street parking was removed along the corridor.

PROPOSED DESIGN IMPROVEMENT: The proposed alignment will match the existing alignment for the majority of the project length. At the intersection of Grayside Avenue and Union Street, the proposed alignment will include a 330' radius curve (starting at 145+46.81 and ending at 150+46.81) to improve safety and truck maneuverability.

The proposed vertical profile will match closely to the existing profile. The vertical profile of the project drains to the existing box culvert at Station 150+50 and to the LaCrosse Street intersection. All vertical curves are designed to accommodate a 30 MPH design speed.

A single lane roundabout is recommended at the intersection of Division Street and Grayside Avenue to improve the safety and future traffic operations of the intersection. This intersection has been identified as a location with a documented existing crash history that needs to be addressed.

CROSS SECTION/PAVEMENT STRUCTURE:

**STH 58/82 Grayside Avenue & Union Street (Mainline)**

Number of Roadways: 1

Number of Lanes: 2

Median Width/Type: N/A

Lane Width (Driving, Parking, Bike Lane, etc.): 12' Typ.  
Shoulder Width (Total and Paved or Curb and Gutter): Curb and gutter  
Bike Facility Type: 4' auxiliary lane with integral 30" curb and gutter  
Pedestrian Facilities/Sidewalk Proposed: 5' Typ., 4' Minimum. An 8'  
multi-use path will be constructed at the four corner quadrants of the  
roundabout.  
Cross Slope: Varies 2% - 3% in driving lanes (spot 1% cross slopes)  
Super elevation: None  
Horizontal Clearance: Minimum 2'  
Clear Zone: Minimum 2' clear zone requirements will be met  
Vertical Clearance: 18' minimum  
Side Slope/Ditch Sections: Terraces - slopes vary 0-8%

The top of the box culvert is the existing roadway surface. The top of the structure itself will be modified to accommodate the narrowed roadway width. Concrete masonry will be added to the tops and road sides of each sidewalk over the structure in order to move the curb lines symmetrically closer to the centerline of road to match the approach curb-curb width. New hand railings will be added to each side on top of the new concrete at the outside edge of sidewalks. The existing/proposed railing is outside the clear zone and meets Department of Commerce code for pedestrian railing.

**SAFETY ENHANCEMENTS/MITIGATION MEASURES:** As a part of the improvements planned on Grayside Avenue and Union Street for redesignation as STH 58/82, the road alignment will be improved for safety and operational efficiency in order to accommodate the additional truck and passenger vehicle traffic. The existing sharp curve at the corner of Grayside Avenue and Union Street will be modified for improved truck maneuverability.

A single lane roundabout will be installed at the Division Street and Grayside Avenue intersection to improve the overall safety and efficiency of the intersection.

A 4' paved auxiliary lane will be added along Grayside Avenue and Union Street to encourage safe passage for bicyclists.

New concrete pavement reduces skidding, improves ride ability of the road and improves roadway drainage.

*\*\*The preceding data was obtained from the November 2010 Design Study Report that was prepared by MSA Professional Services., Inc.*

## **AREA AND NEIGHBORHOOD ANALYSIS**

This project is located in the City of Mauston in Juneau County. Mauston is centrally located in southwestern Wisconsin on Interstate 90-94 within a 3 hour drive of both Chicago and Minneapolis, within a 2 1/2 hour drive from Milwaukee and within a 1 hour drive from both Madison and Lacrosse.

Mauston is the county seat for Juneau County. It is the largest city in Juneau County. The population was 4,423 in April 2010 which was a 17.7% increase since 2000.

In addition to Interstate 90-94, several state highways pass through Mauston including 82, 58 and 12/16 which provide a network of regional access.

The Mile-Bluff-Hess Memorial Medical Center is Mauston's largest employer and provides medical services for residents of the city and the surrounding communities. Mauston's other largest employers include the Sandridge Treatment Center, Pic-N-Save, Brunner Manufacturing, Parker Hannifin Corporation/Refrigeration Division and Mastermold. This mixture of health care, governmental and private employers provides a stable economic base.

Mauston is 10 miles south of Wisconsin's second and fourth largest lakes. These lakes offer a wide variety of recreation opportunities and appeal for the overall region. Juneau County continues to see an increase in population due to the trend of retirees making this area their home. The Mauston area offers housing options from condominiums in town or on the lakes, single family homes and residential income properties, working farms, hobby farms and woodland settings.

Property uses within the project areas include single family residences, park land and vacant and improved commercial properties.

## SUBJECT PROPERTY DATA AND ANALYSIS

### LEGAL DESCRIPTION:

That part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 12, Township 15 North, Range 3 East, described as follows: Commencing at the Southeast corner of said Quarter-Quarter Section; thence North along the center of highway, Twenty (20) rods; thence East parallel with the South line of said Section, Twenty-four (24) rods; thence South parallel with the highway Twenty (20) rods to the South line of said Section; thence West along section line Twenty-four (24) rods to the place of beginning, City of Mauston, Juneau County, Wisconsin.

TAX PARCEL NO. 29-161-1616

### ASSESSMENT AND TAXES:

<b>PARCEL NUMBER:</b>	292511616		
	<b>2012 Assessed Value</b>	<b>2011 Assessed Value</b>	<b>2011 Equalized Assessed Value</b>
<b>LAND:</b>	N/A	N/A	N/A
<b>IMPROVEMENTS:</b>	N/A	N/A	N/A
<b>TOTAL:</b>	N/A	N/A	N/A
<b>2010 AVERAGE ASSESSMENT RATIO:</b>	N/A		
<b>2011 NET TAXES:</b>	N/A		

**SITE:** The subject property is a rectangular shaped site containing a total of approximately 130,680 square feet. Its western boundary fronts on STH 58 (Division Street). Its southern boundary fronts on Grayside Avenue. This parcel has 16,959 sf. of existing right of way for Division Street and Grayside Avenue. The subject has a total net size of 113,721 square feet.

This parcel is part of a park that has a generally level topography. The northern boundary abuts a small creek/drainage ditch.

This area is serviced by the municipal sanitary sewer system; municipal water system; and local electric, gas and telephone lines.

This site has an asphalt driveway from Grayside Avenue in the southeastern corner of the asphalt paved area located in the southwestern corner of this site. It has an asphalt driveway entrance from Division Street in the northwestern corner of the asphalt paved area located in the southwestern corner of this site.

**IMPROVEMENTS:** The subject is improved with a 4' x 8' painted wood sign mounted on two wood posts located in the southwestern corner of this site, an asphalt parking lot in its southwestern corner, tennis courts, a park shelter, 2 older swing sets and chain link fencing along the Grayside Avenue frontage. The open areas of this park are grass with scattered mature trees.

**ZONING:** The subject is zoned SR-4 Single Family Residential by the City of Mauston.

**22.207 (3) SINGLE-FAMILY RESIDENTIAL-4 (SR-4) DISTRICT:**

**(a) Description and Purpose:** This district is intended to permit development which has a moderate density, community character. Density and intensity standards for this district are designed to ensure that the Single-family Residential-4 (SR-4) District shall serve as a designation which preserves and protects the residential community character of its area. Residential development with a Maximum Gross Density (MGD) of 4 dwelling units per gross acre is available within this district.

**Rationale:** This district is used to provide for the permanent protection of a moderate density residential area for those who want to live in an suburban residential environment and who retain enough land with their residence, or in their development, to ensure that the community character is maintained as long as the SR-4 District designation is retained, regardless of how much development occurs within that area.

**(b) List of Allowable Principal Land Uses (per Article 4):**

**1. Principal Land Uses Allowed as Permitted Use:**

- Single-Family Detached (per Section 22.405(1))
- Selective Cutting (per Section 22.406(6))
- Passive Outdoor Public Recreational (per Section 22.407(1))
- Active Outdoor Public Recreational (per Section 22.407(2))
- Community Living Arrangement (1-8 residents) (per Section 22.407(7))

**2. Principal Land Uses Allowed as Conditional Use:**

- Duplex (per section 22.405(2))
- Twin-house (per section 22.405(3))

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Two-Flat House (per Section 22.405(4))  
 Cultivation (per Section 22.406(1))  
 Clear Cutting (per Section 22.406(7))  
 Indoor Institutional (per Section 22.407(3))  
 Outdoor Institutional (per Section 22.407(4))  
 Public Services and Utilities (per Section 22.407(5))  
 Bed and Breakfast Establishment (per Section 22.408(12))

(c) **List of Allowable Accessory Uses (per Article 4):**

**1. Accessory Land Uses Allowed as Permitted Use:**

Detached Garage, Carport, Utility Shed, Detached Deck, Play Structure, Lawn Ornament or Similar Minor Accessory Structures (per Section 22.412(3)) *(Amended per Ord. 914 and 929)*

Home Occupation (per Section 22.412(10))

Family Day Care Home (4-8 children) (per Section 22.412(11))

On-Site Parking Lot (per Section 22.412(14))

Private Residential Recreational Facility (per Section 22.412(15))

Drainage Structure (per Section 22.412(18))

Filling (per Section 22.412(19))

Lawn Care (per Section 22.412(20))

Exterior Communication Devices (per Section 22.412(22))

Cultivation (per Section 22.412(24)) *(Amended per Ord. 929)*

Passive Outdoor Public Recreational (per Section 22.412(25)) *(Amended per Ord. 929)*

Active Outdoor Public Recreational (per Section 22.412(26)) *(Amended per Ord. 929)*

**2. Accessory Land Uses Allowed as Conditional Use:**

Intermediate Day Care Home (9-15 children) (per Section 22.412(12))

Outdoor Institutional (per Section 22.412(27)) *(Amended per Ord. 929)*

Road, Bridge and/or Appurtenances (per Section 22.412(28)) *(Amended per Ord. 929)*

Utility Lines and Related Facilities (per Section 22.412(29)) *(Amended per Ord. 929)*

Piers and Wharfs (per Section 22.412(30)) *(Amended per Ord. 929)*

(d) **List of Allowable Temporary Uses (per Article 4):**

Outdoor Assembly (per Section 22.413(2))

Contractor's Project Office (per Section 22.413(3))

Contractor's On-Site Equipment Storage (per Section 22.413(4))

On-Site Real Estate Sales Office (per Section 22.413(6))

(e) **Regulations:** The following regulations apply to this district, in addition to the Performance Standards of Article 5, the Landscaping Regulations of Article 6, and the Signage Regulations of Article 7:

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<b>Single-Family Residential-4 (SR-4)</b>		
<b>Regulations</b>	<b>Residential Uses</b>	<b>Non-Residential Uses</b>
A. Min. Zoning District Area	24,000 sq ft	1 acre
B. Min. Lot Area	3,000 sq ft per du	40,000 sq ft <sup>1</sup>
C. Max. Princ. Bldg. Coverage	40%	40%
D. Max. Acc. Bldg. Coverage	10%	10%
E. Max. Coverage of all Bldgs.	50%	50%
F. Max. Bldg. Size	na	na
G. Max. Gross Density/Intensity	4.0 du/acre MGD	1 F, .15 FAR
H. Min. Landscaping Surface Ratio	50%	50%
I. Princ. Bldgs. Per Lot	1	1
J. Min. Lot Width	75	100
K. Min. Street Frontage	50	50
L. Front Setback to Princ. Bldg.	25/40 <sup>2,3</sup>	25/40 <sup>2,3</sup>
M. Front Setback to Acc. Bldg.	25/40 <sup>2,3</sup>	25/40 <sup>2,3</sup>
N. Side Setback to Princ. Bldg.	8 <sup>3</sup>	6 <sup>3</sup>
O. Side Setback to Acc. Bldg.	3 ft from property line; 6 ft from alley <sup>3</sup>	3 ft from property line; 6 ft from alley <sup>3</sup>
P. Rear Setback to Princ. Bldg.	25 <sup>3</sup>	30 <sup>3</sup>
Q. Rear Setback to Acc. Bldg.	3 ft from property line; 6 ft from alley <sup>3</sup>	3 <sup>3</sup>
R. Peripheral (Bufferyard) Setback	3 <sup>3</sup>	3 <sup>3</sup>
S. Min. Paved Surface Setback	5 ft from side or rear; 10 ft from street <sup>3</sup>	5 ft from side or rear; 10 ft from street <sup>3</sup>
T. Min. Separation of Princ. Bldg.	12	12
U. Min. Separation of Acc. Bldg.	10 (or less with UDC compliance) <sup>4</sup>	10
V. Max. Princ. Bldg. Height	35 <sup>4</sup>	35 <sup>4</sup>
W. Max. Acc. Bldg. Height	15 <sup>4,5</sup>	7 <sup>4,5</sup>
X. Min. Parking	3 spaces	See Land Use
Y. Min. Dwelling Core Dimensions	24 ft x 40 ft	na

<sup>1</sup> 20,000 square feet with a Conditional Use Permit.

<sup>2</sup> The first number is for lots adjacent to streets with a right-of-way less than 100 feet, and the second number is for lots adjacent to a street with a right-of-way equal to or exceeding 100 feet.

<sup>3</sup> Accessory uses shall not be located between a principal building and a street frontage on the same lot, nor within any required front yard or street side yard. Adjustment to setbacks are provided in Section 22.505(3).

<sup>4</sup> Exceptions to height regulations are found in Section 22.505(4).

<sup>5</sup> Or the height of the principal building, whichever is lower.

- 6 A minimum separation of 10 ft. shall be maintained unless the owner complies with those regulations of the Uniform Dwelling Code (currently Comm. 21.08 Wis. Admin. Code) which permit a separation of less than 10 ft. if fire-rated construction is employed. *(Amended per Ord. 985)*.

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Properties in this zoning district are subject to a 8,000 sf. minimum area and a 75 foot minimum lot width requirement. The subject's site exceeds the minimum width and area requirements. It is legal and conforming to the current zoning ordinance requirements.

The subject's current use as a park is a permitted use in this zoning district.

Improvements in this zoning district are subject to a minimum front yard building setback requirement of 25 feet from the property line and a minimum side yard building setback requirement of 8 feet from the property line. The subject's improvements exceed these setback requirements.

**HIGHEST AND BEST USE:** Highest and best use is defined as that reasonable, probable and legal use that will support the highest present value of vacant land or an improved parcel as of the effective date of the appraisal. The highest and best use is chosen from all of the reasonable and probable legal alternatives found to be physically possible, financially feasible and maximally profitable as of the date of opinion.

Legal Alternatives: The subject has residential zoning.

It could potentially legally be used as any of the principal permitted or conditional uses or accessory permitted uses outlined in the zoning section of this report.

Physically Possible: If this site were available for development, the shape would not limit its development potential as a residential development land.

This parcel is currently used as a park. It is surrounded by residential uses on the north, west and south sides. Based on its location it has typical appeal for park land or residential usage.

Financially Feasible: Based on the fact that the subject is used as a park that is surrounded by residential uses, it is apparent that continuing park usage with the possibility for residential development would be the most financially feasible.

Maximum Profitability: At the current time, based on the legal alternatives for this parcel, physical characteristics of this site and the subject's current use as a park with the possibility for residential development would be the most maximally profitable use of this property.

Based on the items considered above, I have concluded that the highest and best use of this parcel is as a park with the possibility for residential development.

**LARGER PARCEL:** The subject's entire approximately 130,680 square foot site improved with part of a park is considered to be the larger parcel for the purpose of this analysis.

**ACQUISITION:** Existing Right of Way: The subject has 16,959 square feet of existing right of way for Division Street and Grayside Avenue that will be acquired in fee. The existing right extends to the centerline of Division Street and Grayside Avenue.

The existing right of way contains a public sidewalk and grass terrace as well as half of each street.

New Right of Way: The fee simple estate of 4,743 sf. of land needed for new right of way will be acquired. The new right of way is a strip of land that varies in width. It abuts the Division Street Right of way line along the western property line. The new right of way line blends into the existing right of way line at Point 106. Moving to the south the new right of way widens to approximately 27 feet wide between the existing right of way line and Point 107. Continuing to the south the new right of way widens to approximately 57 feet wide between the existing right of way line and Point 108, approximately 17 feet wide between the existing right of way line and Point 109 and it is approximately 102 feet wide between the existing right of way line and Points 110 and 111 along the Grayside Avenue right of way line.

The new right of way area contains the 4' x 8' painted wooden sign on 2 wood posts, approximately 2,650 sf. of asphalt paving, 1 large deciduous tree, approximately 2,093 sf. of grass area.

Temporary Limited Easement: A 1,830 square foot temporary limited easement area is being acquired to provide the contractor extra working room beyond the new right of way being acquired. It is a strip of land that varies in width and it abuts the existing right of way line along the Division Street frontage and the new right of way line being acquired along the Grayside Avenue frontage. The temporary limited easement area along the Division Street right of way line will be used slope construction and restoration of any lawn or driveway and existing asphalt parking areas that are disturbed during construction. The temporary limited easement area along the Grayside Avenue right of way line will also be used for slope construction and restoration of any lawn or driveway and existing asphalt parking areas that are disturbed during construction. It will also be used to construct and addition to the remaining parking area to offset the loss of parking area caused by the acquisition. A new driveway entrance and approximately 3,670 sf. of new asphalt parking area will be built to the east of the existing parking area to offset the loss of the acquired parking area in the new right of way.

Approximately 60 feet of the subject's chain link fencing along the Grayside Avenue frontage will be removed to install the new parking area.

The temporary limited easement areas contain additional lawn area and parts of the asphalt driveways and parking area.

**REMAINDER/AFTER ANALYSIS:** A new roundabout will be installed at the intersection of Division Street (STH 58/82) and W. Grayside Avenue (STH 82) and E. Grayside Avenue.

The temporary limited easement area will expire upon completion of the project which is scheduled for the 2013 construction season.

The existing 16,959 sf. of existing right of way will be acquired in fee and 4,743 sf. of land will be acquired from the subject for new right of way. The subject's remaining net size will be 108,978 sf. The subject's site will continue to exceed the minimum area and width requirements of this zoning district. It will remain legal and conforming to the current zoning ordinance requirements.

The sign, tree, grass and asphalt paving and driveway areas located in the new right of way area being acquired will be removed. A new sidewalk, grass terrace and part of the new roadway will be built in the new right of way area. Approximately 60 feet of chain link fencing along the Grayside Avenue right of way line will be removed.

The subject's driveway entrances will be reconstructed and any driveway areas that are disturbed will be restored as a part of the project. A new asphalt paved area and driveway entrance will be added adjacent to the east of the existing paved area to offset any lost parking caused by the acquisition.

The improvement's setbacks from the right of way line will continue to exceed the minimum building setback requirements, therefore they will not be affected by the acquisition.

**OWNER CONCERNS:** None.

**LOSS/DAMAGES:** The acquisition of the following items will result in a loss of market value to the property as indicated by the changes between the before and after condition of the subject:

- Land for New Right of Way: 2,469 sf.
- Site improvements:
  - Landscaping Items in New Right of Way: 1 deciduous tree and approx. 2,113 sf. of lawn area
  - Sign: 4' x 8' painted wood sign on two wood posts
  - Fencing: Approximately 60 lineal feet of chain-link fencing

No damages are estimated for the acquisition of the 16,959 sf. of existing right of way. Existing right of way is a non-compensable item.

No damages are estimated for the acquisition of the 2,650 square feet of asphalt paving located in the new right of way. Approximately 3,670 square feet of asphalt paving will be installed as a part of the project as a cure for the acquisition of the asphalt paving in the new right of way.

Adding the roundabout, changing the traffic patterns in this neighborhood and re-designating the roadways are being done under the police powers of the City of Mauston. These changes do not result in compensable damages to the subject property.

The subject's site will remain legal and conforming to the current zoning ordinance requirements after the acquisition.

**ADDITIONAL DAMAGES:** The acquisition of the following items will result in a temporary loss in value to a specific area of the subject for a specific period of time because there is a need to temporarily use a portion of the property owner's land to construct the highway project.

- Temporary Limited Easement – 1,830 sf.

Any lawn or asphalt parking or driveway areas that are disturbed within the temporary limited easement area boundaries will be restored as a part of the project.

**SPECIAL BENEFITS:** None.

**SEPARATE ENTITY:** I have considered the property evaluated in this appraisal, both from the before and after approach, as well as, the part taken. I have concluded from the result of this comparison, that the value of the part taken would not exceed the value attained by the before and after approach due to the fact that the part taken would not be a feasible economic unit in itself because it would not typically be considered an individual parcel that would be sellable on its own.

## VALUATION

**APPROACHES TO VALUE:** There are three basic approaches to value which are briefly summarized below:

**MARKET APPROACH:** This method is sometimes called the "sales comparison approach". In this method the appraiser obtains from the market place a number of sales of property comparable to the subject. The appraiser then verifies the terms and conditions of sale, and the sales price of properties with a party to the transaction. After analysis and adjustment these sales are utilized to arrive at a range of value for the subject. It is from within this range that the appraiser arrives at a value for the subject property.

**COST APPROACH:** An appraiser may in some instances use this approach to arrive at a value for the improvements on the subject property. In this approach he utilizes current costs of reproduction or replacement for the improvements. To this price he applies depreciation to arrive at an in-place value for the subject improvements. The value of the land is then added from the comparable sales approach.

**INCOME APPROACH:** This approach uses the assumption that there is a relationship between the amount of income a property will earn and the future value of that property. The appraiser uses the anticipated net income of the subject and processes it into a value for the subject. This process uses a capitalization rate including such factors as risk, time and interest on the capital investment and recapture of the depreciation assets.

**RECONCILIATION:** In my opinion, due to the number and quality of sales available I have chosen to use the market approach to estimate the value of the subject. This approach is the typical method which buyers and sellers of single family homes determine the values for these types of properties in this market.

The income approach was not used because the subject is a single family dwelling, which is not a typical income producing property in this market. It is owner occupied and there is no income stream. Additionally, buyers of single family dwellings do not typically analyze the income approach when determining the purchase prices for single family homes.

The development of the cost approach has not been attempted by the appraiser as an analysis to support the opinion of the property's market value because of the age of the improvements and because there is insufficient market evidence to credibly support the derivation of total depreciation. .

**VACANT LOT SALES:**

Comp No.	Address	Sale Date	Sale Price	Approx. Size (S.F.)	Price/S.F.	Time Adjusted Price/S.F.	Intended Use
1 (Sale LR-1)	N5623 47th Street (Town of Lemonweir)	8/5/2009	\$26,000	113,256	\$0.23	\$0.17	Residential Home Site
2 (Sale LR-2)	N5579 47th Street (Town of Lemonweir)	3/29/2012	\$22,000	146,013	\$0.15	\$0.15	Residential Home Site
3 (Sale LR-3)	N5097 Johnson Road, Town of Lisbon	6/29/2011	\$88,000	435,600	\$0.20	\$0.19	Residential Home Site

**VACANT LAND ADJUSTMENT GRID - BEFORE ACQUISITION:**

Property	Subject NE Quadrant Division Street and Grayside Avenue Intersection, Mauston	Comp 1 N5623 47th Street (Town of Lemonweir)		Comp 2 N5579 47th Street (Town of Lemonweir)		Comp 3 N5097 Johnson Road (Town of Lisbon)	
<b>Sale Price</b>		\$0.23/sf.	+/- \$ ADJ.	\$0.15/sf.	+/- \$ ADJ.	\$0.20/sf.	+/- \$ ADJ.
<b>Terms &amp; Conditions</b>		Arm's length.	0	Arm's length.	0	Arm's length.	0
<b>Adjusted Sale Price For Terms &amp; Conditions</b>			\$0.23/sf.		\$0.15/sf.		\$0.20/sf.
<b>Sale Date</b>	Date of Appraisal – 8/9/2012	8/5/2009	-\$0.06/sf.	3/29/2012	0	6/29/2011	-\$0.01/sf.
<b>Time Adjusted Sale Price for Vacant Site</b>			\$0.17/sf.		\$0.15/sf.		\$0.19/sf.
<b>Location</b>	Division Street (STH 58) and Grayside Avenue, Mauston - Busy street/corner lot	N5623 47th Street - Town road	-\$0.02/sf.	N5579 47th Street - Town road	-\$0.02/sf.	Corner of Grove and W. Milwaukee Street, Mauston- Residential street	-\$0.02/sf
<b>Size</b>	+/-113,721 net sf.	113,256 sf.	0	146,013 sf.	0	435,600 sf.	0
<b>Shape</b>	Rectangular	Slightly irregular	0	Slightly irregular	0	Square	0
<b>Topography</b>	Level	Rolling	0	Rolling		Gradual slope	0
<b>Physical Attributes</b>	Trees	Wooded	0	Partially wooded	0	Wooded	0
<b>Utilities</b>	Municipal sanitary sewer and water available	No municipal sanitary sewer and water available	+\$0.05/sf.	No municipal sanitary sewer and water available	+\$0.05/sf.	No municipal sanitary sewer and water available	+\$0.06/sf.
<b>Zoning</b>	SR-4 Single Family Residential - Legal & conforming	Rural Residential - Legal & Conforming	0	Rural Residential - Legal & Non-Conforming	0	Residential - Legal & Conforming	0
<b>Adjustment Total</b>			+\$0.03/sf.		+\$0.03/sf.		+\$0.04/sf.
<b>Indicated Value of Subject Parcel</b>			\$0.20/sf.		\$0.18/sf.		\$0.23/sf.

**VACANT LAND EXPLANATION OF ADJUSTMENTS - BEFORE ACQUISITION:**

Terms and Conditions: The comps were all arm's length transactions with typical sale terms therefore no adjustments were needed.

**Sale Date:** The market was searched for sales of vacant sites with residential zoning in the City of Mauston and the township areas surrounding Mauston. The market search was extended back to January 1, 2009.

These sales are located in the Town of Lemonweir and Town of Lisbon. There were no large parcels that sold in the City of Mauston. According to the Wisconsin Department of Revenue Statement of Changes in Equalized Values by Class and Item report, residential land in these communities had the following economic changes:

Year	Town of Lemonweir	Town of Lisbon
2009	-1%	-57%
2010	-12%	+1%
2011	-8%	-5%
2012	-8%*	-5%*

\*-There was no data reported for 2012. The value from the prior 12 month period is used because of similar projected market conditions.

These sales were adjusted for changing market conditions based on the Wisconsin Department of Revenue statistics above. These changes were calculated based on a compounding method where the change for the current year is added or subtracted to the sale price from the beginning of the time period for which the calculation is being made. They are adjusted through the middle of July 2012, which is the period in which this data will likely be utilized. These sales were adjusted as follows:

<b>COMP 1 - SALE LR-1</b>					
<b>N5623 47th Street (Town of Lemonweir)</b>		<b>Sale Date: 8/5/2009</b>		<b>Unit Price: \$0.23/sf.</b>	
<b>Year</b>	<b>Annual % Change</b>	<b>Monthly % Change</b>	<b>Approx. # Months Since Sale Date and Date of Appraisal (Rounded)</b>	<b>Change For Calendar Year (Rounded)</b>	<b>Compounding Time Adjusted Unit Price</b>
2009	-1%	-0.08333%	5	-\$0.00/sf.	\$0.23/sf.
2010	-12%	N/A	12	-\$0.03/sf.	\$0.20/sf.
2011	-8%	N/A	12	-\$0.02/sf.	\$0.18/sf.
2012	-8%	-0.66666%	7	-\$0.01/sf.	\$0.17/sf.
				<b>Total Time Adjustment</b>	<b>Total Time Adjusted Unit Price</b>
				-\$0.06/sf.	\$0.17/sf.

<b>COMP 2 - SALE LR-2</b>					
<b>N5579 47th Street (Town of Lemonweir)</b>		<b>Sale Date: 3/29/2012</b>		<b>Unit Price: \$0.15/sf.</b>	
<b>Year</b>	<b>Annual % Change</b>	<b>Monthly % Change</b>	<b>Approx. # Months Since Sale Date and Date of Appraisal (Rounded)</b>	<b>Change For Calendar Year (Rounded)</b>	<b>Compounding Time Adjusted Unit Price</b>
2012	-8%	-0.66666%	4	-\$0.00/sf.	\$0.15/sf.
				<b>Total Time Adjustment</b>	<b>Total Time Adjusted Unit Price</b>
				-\$0.00/sf.	\$0.15/sf.

SALE LR-3				Unit Price: \$0.20/sf.	
N5097 Johnson Road (Town of Lisbon)		Sale Date: 6/29/2011			
Year	Annual % Change	Monthly % Change	Approx. # Months Since Sale Date and Date of Appraisal (Rounded)	Change For Calendar Year (Rounded)	Compounding Time Adjusted Unit Price
2011	-5%	-0.41666%	6	-\$0.00/sf.	\$0.20/sf.
2012	-5%	-0.41666%	7	-\$0.01/sf.	\$0.19/sf.
				Total Time Adjustment	Total Time Adjusted Unit Price
				-\$0.01/sf.	\$0.19/sf.

Location: The subject is located in an area of existing development in the City of Mauston. The comps are located on town roads in the Town of Lemonweir and the Town of Lisbon.

The subject is located at the intersection of Division Street (STH 58) and Grayside Avenue. Division Street (STH 58) has a heavier traffic volume than the comps' locations on town road. Their street locations are considered to be superior when compared with the subject and they were each adjusted -10% for location.

Size: The sizes of the comps are in the same general size bracket the subject's size and no size adjustments are needed.

Shape: The subject and comps have shapes that are typical for residential sites. The shape of the subject and comparables does not limit their development appeal, therefore no shape adjustments were needed.

Topography: The subject and comps have level to gradually sloping topographies. They are similar and no adjustments are needed.

Physical Attributes: The subject is has mature trees.

The comps are wooded or partially wooded sites. Trees on these sites are considered to have no contributory values because they would likely have to be removed to clear the building site for new construction, therefore no adjustments for physical attributes were made.

Utilities: The subject has access to municipal sanitary sewer and water available.

These sales are inferior when compared with the subject because they do not have municipal sanitary sewer or water therefore each of these sales is adjusted +30% for lack of utilities.

Zoning: The subject and comps have residential zoning that allow similar permitted and conditional uses. The sites were all buildable site and no zoning adjustments were needed.

**RECONCILIATION OF BEFORE VALUE OF VACANT LAND - BEFORE ACQUISITION:** After the adjustments are made, these sales indicate a range in value from \$0.18/sf. to \$0.23/sf. for the subject's site.

These sales are all given consideration in concluding a value of \$0.20/sf. for the fee simple estate of the subject's land as of the date of the appraisal.

$$113,721 \text{ net sf.} \times \$0.20/\text{sf.} = \$22,744.20 \text{ Round to } \$22,750$$

**VALUE OF SUBJECT IMPROVEMENTS - BEFORE ACQUISITION:** The acquisition from this property will be land, property rights and site improvements.

It is my opinion that there will be no damages to the remainder (remaining land and remaining site improvements), therefore it is not practical to appraise the improvements. Their contributory value will be based on a rough cost estimate.

The depreciated cost of the subject's improvements was estimated to be \$110,000 based on the Marshall and Swift Cost Handbook.

I am making an extraordinary assumption that the estimated costs of the subject's improvements is their estimated market value as of the date of the appraisal.

**TOTAL VALUE OF SUBJECT - BEFORE ACQUISITION:** Based on the above information, the implied "Before Value" of the subject is calculated as follows:

Land	\$ 22,750
Improvements	<u>\$110,000</u>
Total Before Value	\$132,750

I am making an extraordinary assumption that the estimated costs of the subject's improvements is their estimated market value as of the date of the appraisal.

**HIGHEST AND BEST USE IN AFTER CONDITION:** No change. The subject's site and improvements will remain legal and conforming to the current zoning ordinance requirements after the acquisition, therefore the highest and best use of the subject after the acquisition will remain as a park with the possibility for residential development.

**VACANT LAND VALUE – AFTER ACQUISITION:** 4,743 sf. of land will be acquired from the subject. The subject's remaining net size will be 108,978 sf.

The land sales used to estimate the land value before the acquisition are also applicable in calculating the value of the subject's land after the acquisition. The concluded value for the fee simple interest of the subject's land before the acquisition was \$0.20/sf.; therefore the concluded value for the subject's land after the acquisition is calculated as follows:

$$108,978 \text{ sf.} \times \$0.20/\text{sf.} = \$21,795.60 \text{ Round to } \$21,800$$

**VALUE OF SUBJECT IMPROVEMENTS – AFTER ACQUISITION:** No building improvements are being acquired from the subject.

*Landscaping:* The subject has 1 deciduous tree and approx. 2,113 sf. of lawn area that will be acquired.

According to the September 2010 Marshall and Swift Cost Handbook, a large tree has an installed cost of \$985 and a seeded lawn has an installed cost of \$0.42/sf. This is the basis to calculate the contributory value of the subject's tree and lawn area being acquired:

1 tree x \$985/tree	=	\$ 985.00
2,113 sf. of lawn x \$0.42/sf.	=	<u>\$ 887.46</u>
Total Landscaping Acquired	=	\$1,872.46
Round To		\$1,875.00

*Sign:* The subject's 4' x 8' single sided painted sign on two wood posts will be acquired. According to an estimate obtained from SignsUs.com the cost new for a 4' x 8' Durawood painted sign face is \$776. The estimated installation cost for the sign is \$250. The estimated installed cost of the sign is estimated to be \$1,026. The sign was in good condition, therefore it is depreciated 25%. The estimated contributory value of the sign being acquired is \$768.75 (\$1,026 x 75%) Round to \$775.

*Fencing:* The subject has approximately 60 lineal feet of chain link fencing that will be removed.

According to the September 2010 Marshall and Swift Cost Handbook, a 4' high chain link fence with rails has an installed cost new of \$10.56 per lineal foot. The fence was in good condition, therefore it is depreciated 25%. The estimated contributory value of the fence being removed is \$7.92/lf. (\$10.56/lf x 75%)

60 lineal feet of fence removed x \$7.92/lf. = \$475.92 Round to \$475

The contributory value of the subject's improvements after the acquisition is based on the estimated cost of the improvements prior to the acquisition minus the contributory value of the site improvements acquired.

The contributory value of the subject's improvements was \$110,000. The after value of the subject's improvements is calculated as follows:

Fair Market Value of Subject's Improvements - Before Acquisition	\$110,000
-Contributory Value of Subject's Landscaping Acquired	-\$ 1,875
-Contributory Value of Subject's Sign Acquired	-\$ 775
-Contributory Value of Subject's Fencing Removed	<u>-\$ 475</u>
Value of Subject's Improvements – After Acquisition	\$106,875

**CONCLUSION OF TOTAL VALUE OF SUBJECT – AFTER ACQUISITION:**

Land	\$ 21,800
Improvements	<u>\$106,875</u>
Total After Value	\$128,675

**ADDITIONAL DAMAGES: TEMPORARY LIMITED EASEMENT:** A 1,830 square foot temporary limited easement area is being acquired to provide the contractor extra working room beyond the new right of way being acquired. It is a strip of land that varies in width and it abuts the existing right of way line along the Division Street frontage and the new right of way line being acquired along the Grayside Avenue frontage. The temporary limited easement area along the Division Street right of way line will be used slope construction and restoration of any lawn or driveway and existing asphalt parking areas that are disturbed during construction. The temporary limited easement area along the Grayside Avenue right of way line will also be used for slope construction and restoration of any lawn or driveway and existing asphalt parking areas that are disturbed during construction.

The temporary limited easement areas for this project will provide the construction contractor the right to operate necessary equipment within the temporary limited easement areas, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant any vegetation that the highway authorities may deem necessary or desirable. Grading, blending and restoration work will also occur within the temporary limited easement areas.

All temporary limited easements for this project are to terminate on the date the construction of this project is completed. Construction is scheduled for the 2013 construction season; therefore the temporary limited easement will be in effect from the date of acquisition to the date of the completion of the project, which is roughly 16 months (August 2012 to November 2013).

Damages that result from temporary limited easements are usually based on an economic return on investment. This can be done by extracting a rental rate from the market. There is a lack of rental data for residential land in this area due to the fact that vacant residential sites are generally not rented as income producing properties. Due to the lack of residential land rental market data, an alternate method to estimate the market value of a temporary limited easement is to compare land to a monetary asset through the principal of substitution. The Bank of Mauston published a 0.70% APY rate for a 24-month certificate of deposit as of April 27, 2012. This rate will be used to estimate the fee value of the temporary limited easement area for the full term of the temporary limited easement. The rate for the 16 month period the temporary limited easement will be in effect is calculated as follows:

$$0.70\%/year \div 12 \text{ months} = 0.05833\%/month \times 16 \text{ months} = 0.93328\% \\ \text{Round To } 0.95\%$$

$$0.95\% \times \$0.20/\text{sf.} = \$0.0019/\text{sf.} \times 1,830 \text{ sf.} = \$3.48 \\ \text{Round to } \$100$$

**SEPARATE ENTITY:** Based on Wisconsin State Law, just compensation must be based on the higher amount resulting from considering the property on a before and after basis or as the part taken considered separately. It must be determined whether the higher amount resulted from the before and after basis or from that part

taken considered separately. In this appraisal the result is the same because there is no damage to the remaining property.

I have considered the property evaluated in this appraisal, both from the before and after approach, as well as, the part taken. I have concluded from the result of this comparison, that the value of the part taken does not exceed the value attained by the before and after approach.

**CORRELATION OF LOSS AND DAMAGES:**

Before Value	\$132,750
After Value	<u>-\$128,675</u>
Total Loss in Fair Market Value	\$ 4,075
Additional Damages: TLE	<u>+\$ 100</u>
Total Loss and Damages	\$ 4,175

**ALLOCATION OF LOSS AND DAMAGES:**

<b>EXISTING RIGHT OF WAY -</b> 16,959 sf.	=	\$ 0
<b>NEW RIGHT OF WAY -</b> 4,743 sf. x \$0.20/acre = \$948.60 Rounded to \$950	=	\$ 950
<b>IMPROVEMENTS - LANDSCAPING</b>	=	\$1,875
<b>IMPROVEMENTS - SIGN</b>	=	\$ 775
<b>IMPROVEMENTS - FENCING</b>	=	\$ 475
<b>IMPROVEMENTS - ASPHALT PAVING</b> Cured as part of the project	=	\$ 0
<b>TEMPORARY LIMITED EASEMENT -</b> 0.95% x \$0.20/sf. = \$0.0019/sf. x 1,830 sf. = \$3.48 Round to \$100	=	\$ 100
<b>TOTAL LOSS AND DAMAGES</b>	=	\$4,175



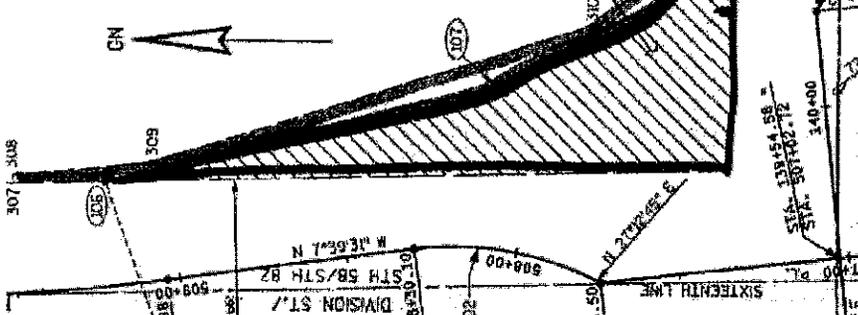
# PLAT SKETCH

FROM - TO	BEARING	DISTANCE
100 - 100	N 34°43'54" E	41.76'
100 - 101	S 89°35'13" E	25.52'
101 - 102	N 79°07'47" E	82.22'
102 - 103	N 69°58'57" E	43.71'
103 - 104	N 56°18'50" E	24.28'
104 - 105	N 01°36'14" W	112.68'
105 - 106	N 69°40'26" E	69.69'
106 - 107	S 14°20'01" E	120.22'
107 - 108	S 27°57'08" E	56.35'
108 - 109	S 53°49'79" E	26.45'
109 - 110	S 89°56'45" E	28.85'
110 - 111	S 04°12'57" E	2.01'
111 - 112	S 89°56'46" E	178.36'
112 - 218	S 00°05'18" W	66.00'
218 - 217	N 89°36'45" W	131.06'
217 - 216	S 79°43'33" W	36.78'
216 - 215	S 73°55'35" W	26.12'
215 - 214	S 68°22'25" W	90.84'
214 - 213	S 38°34'03" W	51.57'
213 - 212	S 00°29'37" W	55.39'
212 - 211	S 88°45'05" W	3.00'
211 - 210	S 00°29'37" W	152.30'
210 - 209	N 81°08'43" W	33.25'
209 - 208	N 88°31'23" W	32.87'
208 - 207	N 00°29'37" E	34.49'
207 - 206	N 68°02'29" W	71.02'
206 - 205	N 32°40'57" W	59.13'
205 - 204	N 27°33'02" W	26.40'
204 - 203	N 52°47'47" W	26.40'
203 - 202	S 89°59'34" W	157.28'
202 - 201	N 00°00'00" E	0.65'
201 - 200	N 33°15'27" E	57.32'

**LEGEND**  
**PARCEL BOUNDARY**  
**NEW RIGHT OF WAY**  
**TEMPORARY LIMITED EASEMENT AREA**

R/W POINT	POINT	STAT
137.1	200	137.1
136.9	201	136.9
136.9	202	136.9
138.7	203	138.7
138.7	204	138.7
506.6	205	506.6
506.7	206	506.7
506.6	207	506.6
504.6	208	504.6
504.6	209	504.6
504.5	210	504.5
505.6	211	505.6
505.6	212	505.6
139.58	214	139.58
140.89	215	140.89
143.15	216	143.15
141.31	217	141.31
142.65	218	142.65

R/W POINT TABLE	POINT	STATION	OFFSET
100	137+43.56	52.96' LT.	
101	137+70.00	30.84' LT.	
102	138+43.50	44.18' LT.	
103	138+66.80	69.00' LT.	
104	139+21.48	84.76' LT.	
105	509+03.88	36.75' LT.	
106	509+20.00	31.03' RT.	
107	508+12.90	48.50' RT.	
108	507+45.00	82.03' RT.	
109	140+39.83	36.47' LT.	
110	140+89.53	42.13' LT.	
111	140+89.56	40.19' LT.	
112	142+85.19	37.00' LT.	





# PHOTOGRAPHS OF SUBJECT PROPERTY



**SUBJECT** TLE area and new R/W north of Division Street driveway entrance  
**FROM** South side of Point 309  
**CAMERA POINTED** North



**SUBJECT** New R/W and TLE area  
**FROM** Point 107  
**CAMERA POINTED** North

# PHOTOGRAPHS OF SUBJECT PROPERTY



**SUBJECT** New R/W and TLE area  
**FROM** Point 309  
**CAMERA POINTED** South



**SUBJECT** New R/W and TLE area  
**FROM** East of Point 110  
**CAMERA POINTED** West

# PHOTOGRAPHS OF SUBJECT PROPERTY

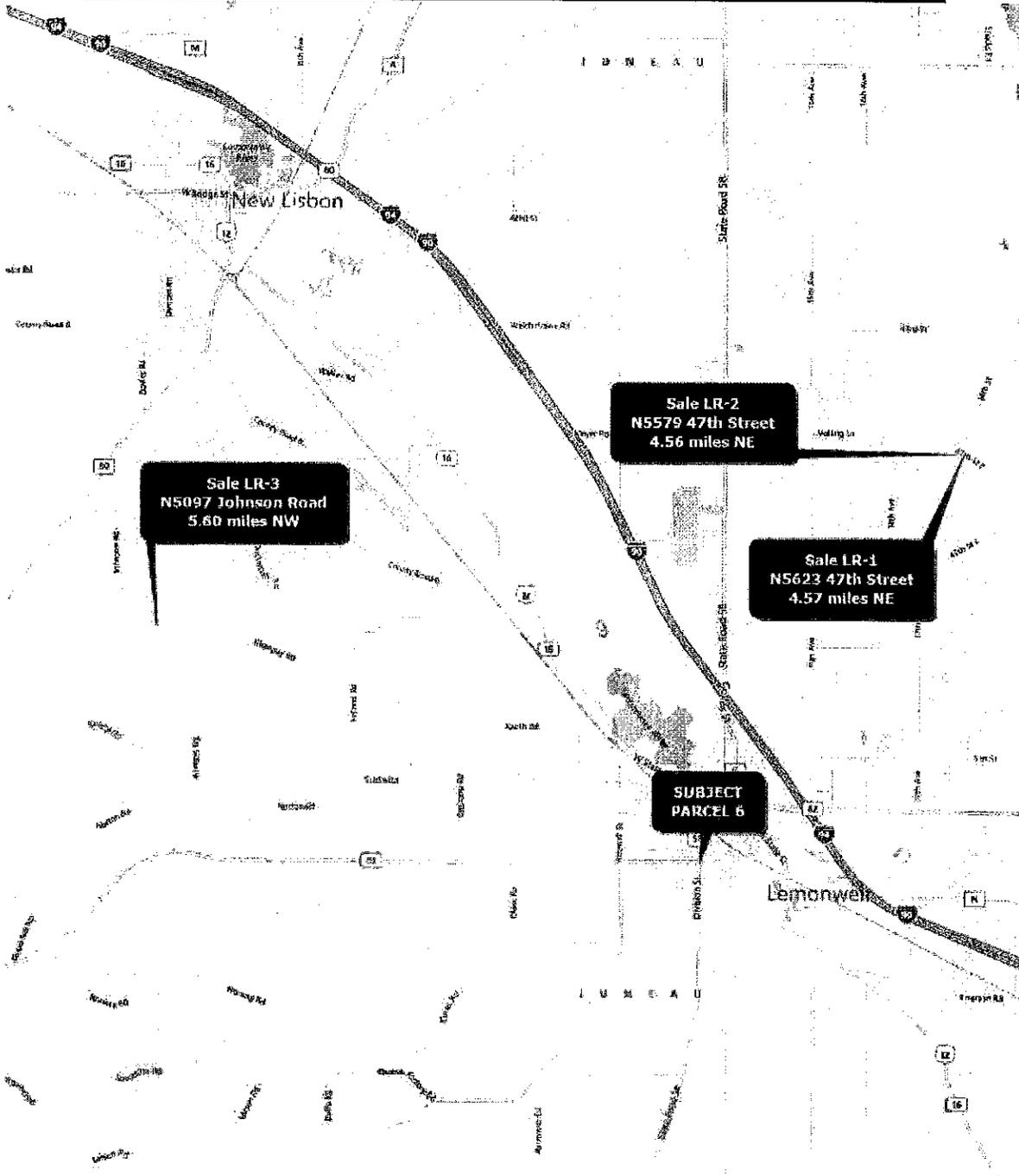


**SUBJECT** New R/W and TLE area  
**FROM** Point 311  
**CAMERA POINTED** Easterly



**SUBJECT** TLE area  
**FROM** Point 311  
**CAMERA POINTED** Easterly

# SUBJECT AND COMP SALE LOCATION MAP



## COMP 1 SALE DATA SHEET



**Address:** N5623 47th Street (Town of Lemonweir)

**Sale Date:** 8/5/2009

**Sale Price:** \$26,000

**Approx. Site Size:** 113,256 sf. (2.6 ac.) square feet

**Unit Price:** \$0.23/sf.

**Intended Use:** Residential Home Site

**Zoning:** Rural Residential

**Grantor:** Evelyn Morris

**Grantee:** Michael J. Navis

**Type of Document:** Warranty Deed

**Document Number:** 674875

**Legal Description:** LOT 6, VOL 18 CSM PG. 28, #4041; PT. NE 1/4 NW 1/4

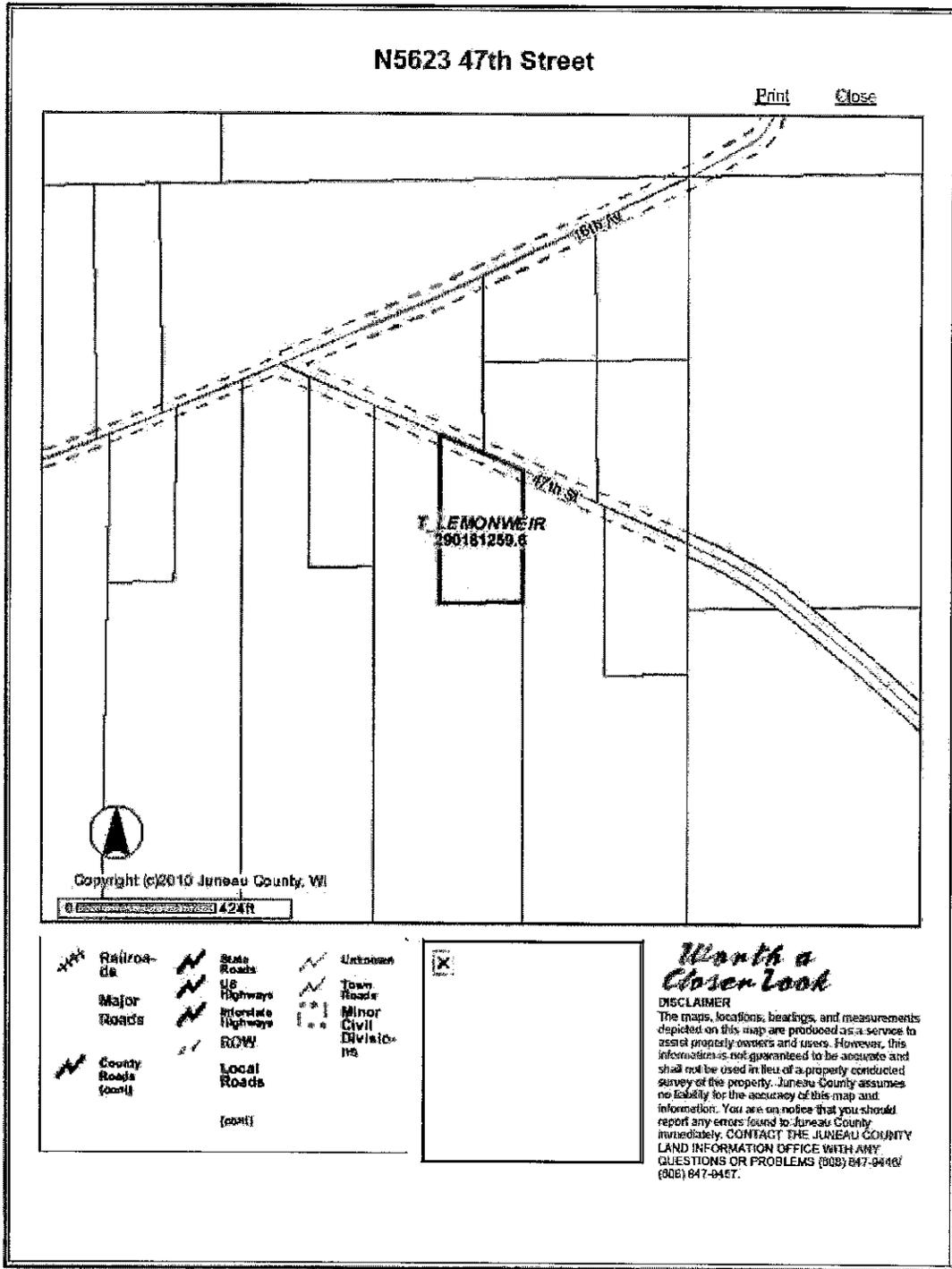
**Financing:** Cash.

**Conditions of Sale:** **Verified By:** Evelyn Morris (Grantor), Wisconsin Dept. of Revenue R.E. Transfer Data and Juneau Co. Tax Records

**Verified To:** Patrick Wagner

**Description:** This is a slightly irregular shaped, partially wooded site with a rolling topography. It was purchased for use as a home site. Telephone and electric lines were available along the road. A private well and septic system were needed to develop this site.

# COMP 1 PARCEL MAP



## COMP 2 SALE DATA SHEET



**Address:** N5579 47th Street (Town of Lemonweir)

**Sale Date:** 3/29/2012

**Sale Price:** \$22,000

**Approx. Site Size:** 146,013 sf. (3.35 ac.) square feet

**Unit Price:** \$0.15/sf.

**Intended Use:** Residential Home Site

**Zoning:** Rural Residential

**Grantor:** Evelyn Morris

**Grantee:** Jacob and Tanya Harrison

**Type of Document:** Warranty Deed

**Document Number:** 674957

**Legal Description:** LOT 8, VOL 18 CSM PG. 28, #4041; PT. E 1/2 NW 1/4

**Financing:** Conventional.

**Conditions of Sale:** **Verified By:** Evelyn Morris (Grantor), Wisconsin Dept. of Revenue R.E. Transfer Data and Juneau Co. Tax Records

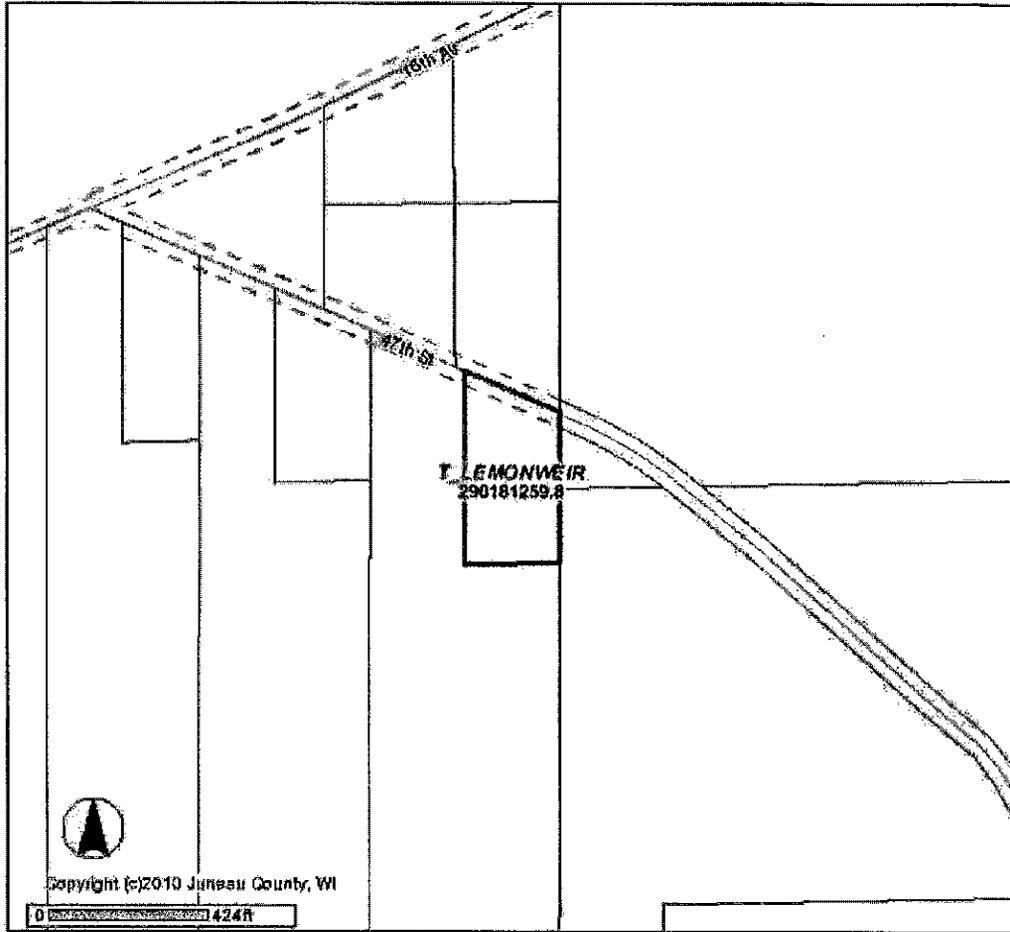
**Verified To:** Patrick Wagner

**Description:** This is a slightly irregular shaped, partially wooded site with a rolling topography. It was purchased for use as a home site. Telephone and electric lines were available along the road. A private well and septic system were needed to develop this site.

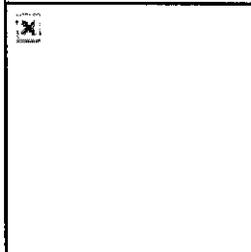
# COMP 2 PARCEL MAP

47th Street

Print    Close



Railroads	State Roads	Unknown
Major Roads	US Highways	Town Roads
County Roads (cont)	Interstate Highways	Minor Civil Divisions
	Local Roads	
	(cont)	



*Worth a Closer Look*

**DISCLAIMER**  
The maps, locations, bearings, and measurements depicted on this map are produced as a service to assist property owners and users. However, this information is not guaranteed to be accurate and shall not be used in lieu of a properly conducted survey of the property. Juneau County assumes no liability for the accuracy of this map and information. You are on notice that you should report any errors found to Juneau County immediately. CONTACT THE JUNEAU COUNTY LAND INFORMATION OFFICE WITH ANY QUESTIONS OR PROBLEMS (808) 847-3448/ (808) 847-8457.

## COMP 3 SALE DATA SHEET



**Address:** N5097 Johnson Road, (Town of Lisbon)

**Sale Date:** 6/29/2011

**Sale Price:** \$88,000

**Approx. Site Size:** 435,600 sf. (10 ac.) square feet

**Unit Price:** \$0.20/sf.

**Intended Use:** Residential Home Site

**Zoning:** Residential

**Grantor:** Tim W. Franken

**Grantee:** Dean and Edie Van Dusen

**Type of Document:** Warranty Deed

**Document Number:** 686477

**Legal Description:** LOT 1, VOL. 18 C.S.M. PG. 158, #4171; PT. NE 1/4 SW 1/4

**Financing:** Cash.

**Conditions of Sale: Verified By:** Tim Franken (Grantor), Wisconsin Dept. of Revenue R.E. Transfer Data and Juneau Co. Tax Records

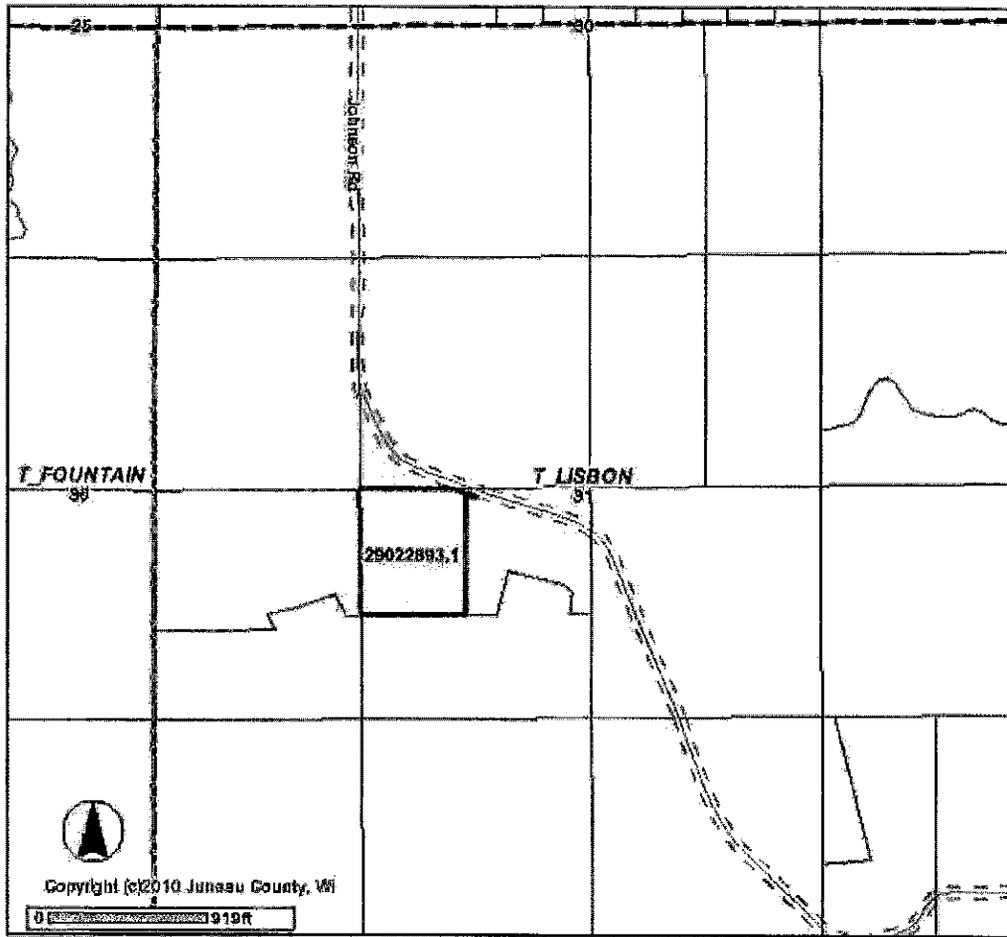
**Verified To:** Patrick Wagner

**Description:** This is a square wooded site in the Town of Lisbon. It had access from Johnson Road. Electric and telephone lines were available along the road. A well and septic system are needed to develop this site.

# COMP 3 PARCEL MAP

N5097 Johnson Road

Print Close



Railroad	State Roads	Unknown
Major Roads	US Highways	Town Roads
County Roads (cont)	Expressways	Minor Civil Divisions
	ROW	
	Local Roads	
	(cont)	

*Worth a Closer Look*

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# RESUME OF APPRAISER QUALIFICATIONS

Patrick T. Wagner  
5 Clarendon Court  
Madison, WI 53704

## Work Experience

1994 to Present

Quality Valuation Service Madison, Wisconsin

Title: Real Estate Appraiser/Owner

◆ Perform appraisal services for governmental agencies and consultants for eminent domain acquisitions.

### Work performed includes:

- Preparation of preliminary market research and sale studies.
- Preparation of standard narrative, short format and URAR appraisals for vacant and improved residential, agricultural, commercial and industrial properties. Appraisals have been completed for full and partial acquisitions.
- Review of residential and commercial appraisals.
- Appeared as an expert witness before the Waukesha County Highway Commission on September 10, 1996.
- Appeared as an expert witness before the Waukesha County Highway Commission on September 6, 2000.
- Appeared as an expert witness before the Ozaukee County Highway Commission in March 2001.
- Appeared as an expert witness before the Washington County Condemnation Commission on April 7, 2009.
- Appeared as an expert witness before the Winnebago County Condemnation Commission on December 17, 2009.
- Appeared as an expert witness before the Dane County Condemnation Commission on January 27, 2010.

1990 to Present

Accurate Appraisal Service

Madison, Wisconsin

Title: Real Estate Appraiser

◆ Perform appraisal services for lending institutions for mortgage purposes.

### Work performed includes:

- Preparation of URAR, ERC, condo, small income and vacant land appraisals.

## Education

Graduated from Lakeside Lutheran High Schools – 1988

Attended Madison Area Technical College – 1988 to 1989

Attended University of Wisconsin – Madison – 1989 to 1990

Graduated from Madison Area Technical College – 1990 to 1992 – Two-year Associate Degree in Real Estate

### Special Courses Attended

Real Estate Appraisal I – MATC – 1990

Principles of Real Estate – MATC – 1990

Real Estate Appraisal II – MATC - 1991

**Special Courses - continued**

Standards of Professional Practice – WRA – 1991  
Real Estate Law – MATC – 1991  
Fundamentals of Building Construction – MATC – 1992  
Condos/Market and Submarket Analysis Seminar – Appraisal Institute – 1992  
FNMA Appraisal Issues – Appraisal Institute – 1993  
Real Estate Negotiation for Governmental Agencies – IRWA – 1993  
Applications of Appraisal Principles (Course 405) – IRWA – 1993  
Appraisal Training for Eminent Domain – IRWA and WisDOT – 1993, 1996, 1998 & 2003  
Appraisal of Partial Acquisitions (Course 401) – IRWA – 1994  
Principles of Real Estate Acquisitions (Course 101) – IRWA - 1995  
Skills of Expert Testimony (Course 214) – IRWA – 1995  
Real Estate Appraisal III – MATC - 1997  
Standards of Professional Practice – Appraisal Institute - 1999  
Appraising Residential Lakeshore – Cabin to Mansion – WRA – 1999  
Inspection Liability – Due Diligence for Residential Appraisers - WRA – 1999  
Real Estate Appraisal Review Workshop – FHWA and WisDOT - 2000  
Land Conservation Appraisal: Appraisal of Rural Lands, Conservation Easements, Purchase of Development Rights and Appraisal Under Government Guidelines – DNR - 2000  
Ethics and the Right of Way Profession (Course 103) – IRWA – 2000  
USPAP – WRA – 2001 and Columbia Institute - 2008  
Appraisal of Landscaping – WisDOT and IRWA - 2002  
USPAP Update – WRA - 2003  
Fair Housing – McCissock, Inc – 2003  
Construction Details and Trends – McCissock, Inc. – 2003  
Appraising Ornamental and Forest Trees – American Society of Farm Managers and Rural Appraisers – Wisconsin Chapter – 2004  
USPAP National Update – S.L. MacWilliams Co. – 2005  
2006 Condemnation Appraisal Symposium – Appraisal Institute - 2006  
2006 USPAP and Scope of Work – Kaplan Professional Schools - 2007  
USPAP National Update – Kaplan Professional Schools – 2007  
Current Issues In Appraising – McKissock – 2008  
Appraising FHA Today – McKissock 2008  
Income Capitalization – McKissock - 2008  
2008-2009 USPAP National Update – WRA - 2009  
Demystifying Income Property Appraising - WRA - 2010  
Local Public Agency Seminar 2010 - WisDOT - 2010

**Professional Licenses and Certification**

Wisconsin Certified Residential Appraisal #646-009

**Professional Memberships/Associations**

International Right of Way Association

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

LPA1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between City of Mauston, hereinafter called SELLER, and the City of Mauston, hereinafter called BUYER. **If accepted, this offer can create a legally enforceable contract.** Both parties should read this document carefully and understand it before signing.

SELLER and BUYER agree that BUYER is purchasing this property for transportation purposes within the meaning of Wis. Stats.

SELLER warrants and represents to BUYER that SELLER has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the BUYER is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The SELLER agrees to sell and the BUYER agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Juneau County, Wisconsin:

**Parcel 6 of Transportation Project Plat 5020-05-23- 4.01 amendment 1, recorded as document number 689989, and filed in Vol. 1, page 68, recorded in Juneau County, Wisconsin. Property interests and rights of said parcel 6 consist of: Temporary Limited Easement and Fee Simple**

The purchase price of said real estate shall be the sum of Four Thousand, One Hundred Seventy Five and No/100 Dollars, (\$4,175.00) payable as follows:

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and **none**

Legal possession of premises shall be delivered to BUYER on date of closing.

Occupancy of property shall be given to BUYER on closing, SELLER may not occupy property after closing, unless a separate lease agreement is entered into between BUYER and SELLER.

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by BUYER as evidenced by the signature of an authorized representative of BUYER. If this agreement is not accepted by BUYER within 45 days after SELLER's signature, this agreement shall be null and void.

SELLER and BUYER agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**The above agreement is accepted.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Note: Must be signed by administrator or an authorized representative.