

Council

10/23/12

OFFICIAL NOTICE OF MEETING
OF THE
MAUSTON COMMON COUNCIL
6:30PM
TUESDAY, OCTOBER 24, 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 October 9, 2012, Meeting
4. Proclamation Recognizing John Nicksic, Sewer Operator, Wisconsin Waste Water Operator Association Regional Operator of the Year
5. Citizens Address to the Council
When Addressing the Council please state your full name and full address
6. Public Works Committee Report
 - a. Discussion and Action Regarding West Industrial Park Contract B Pay Request
 - b. Discussion and Action Regarding West Industrial Park Contract A Pay Request
 - c. Discussion and Action Regarding 2013 Residential Garbage and Recycling Rates
 - d. Director of Public Works Report
 - e. Any Other Business Properly Brought Before the Council
7. Finance and Purchasing Committee Report
 - a. Discussion and Action Regarding Vouchers
 - b. General Fund Budget Overview
 - c. Any Other Business Properly Brought Before the Council
8. Plan Commission Report
 - a. Ordinance 2012-1052 Ordinance Adopting New Floodplain Zoning Ordinance – Second Reading
 - b. Discussion and Action Regarding Ordinance 2012-1052
9. Police Chief's Report
10. Health, Welfare and Sustainability Committee Report
11. Mayor's Report
12. Administrator's Report
 - a. Discussion and Action Regarding Award of Recreation Boating Facility Grant
 - b. Discussion and Action Municipal Flood Control Grant Award Amendment
 - c. Discussion and Action Regarding Land Acquisition Services
 - d. Discussion and Action Regarding Title VI Policy and Complaint Procedure
13. Any Other Business Properly Brought Before the Council
14. Closed Session Pursuant to Wisconsin State Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session
 - a. Developer's Agreement
15. Reconvene in Open Session
16. Possible Discussion and Action as Result of Closed Session Matters
17. Adjourn

**OFFICIAL NOTICE OF MEETING
OF THE
MAUSTON COMMON COUNCIL
6:30PM
TUESDAY, OCTOBER 9, 2012
MAUSTON CITY HALL COUNCIL CHAMBERS
303 MANSION STREET**

Call to Order/Roll Call The Mauston Common Council met in regular session on Tuesday, October 9, 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, Fire Chief Kim Hale, Police Chief Mark Messer, Public Works Foreman Chad Peterson, and Administrative Assistant Diane Kropiwka.

Pledge of Allegiance McGuire led the pledge of allegiance.

Minutes Noe/Messer to approve the minutes of the September 25 and September 27, 2012, meetings. Motion carried by voice vote.

Citizens Address to the Council None

Airport Commission Quarterly Report Tom Chudy reported on operations, maintenance and improvements at the Mauston-New Lisbon Union Airport. Improvements completed include GPS instrument approach, land purchase, improved website at www.82charlie.com, midfield taxiway. Projects planned include AWAS weather reading radio transmission, razing buildings on purchased land, management assistant staff position, and actively pursuing freight carriers.

Public Works Committee Report

West Industrial Park Contract A Pay Request Noe/McCoy to approve Gerke's pay request in the amount of \$131,409.10. Motion carried unanimously by roll call vote.

West Industrial Park EDA Project Pay Request Noe/McCoy to approve Meise Construction's pay request in the amount of \$16,190.30. Motion carried unanimously by roll call vote.

Public Works Report Peterson reported that hydrant flushing will take place next week; leaf pickup will continue as weather permits; the conversion of equipment to narrow radio band is completed the tornado sirens were the last items to be tested. The testing was completed today.

Finance and Purchasing Committee Report

Vouchers Huebner/May to approve vouchers in the amount of \$399,416.37. Motion carried unanimously by roll call vote.

Plan Commission Report

Ordinance 2012-1052 Ordinance Amending Chapter 24 – Floodplain Ordinance The first reading was accomplished.

Fire Chief's Report Hale reported that tornado warning sirens conversion to narrow-band frequency is complete and has been tested; the department has responded to seventy-seven calls to date; the new truck is scheduled for delivery in January 2013; October is Fire Prevention month and there have been several groups of students and preschoolers touring the department.

Mayor's Report

Resolution 2012-13 Regarding American Transmission Company's Application 137ce160

May/Babcock to adopt Resolution 2012-13. Motion carried by voice vote.

7th Annual Pumpkin Bash McGuire invited everyone to the many events taking place on October 20 and 21 at Veterans Memorial Park.

Administrator's Report

Municipal Flood Control Grant McCoy/Noe to accept the Flood Control Grant Awarded by DNR in the amount of \$360,500 and using TIF funds for the local match portion. Motion carried unanimously by roll call vote.

Private/ Public Parking and coordination of upcoming Mansion St Riverside Improvement Project Tabled to a future date.

Personnel Committee Report

Closed Session Messer/Noe to go into closed session pursuant to Wisconsin State Statute 19.85(1)(c). Motion carried unanimously by roll call vote. Council went into closed session at 7:20pm.

Reconvene In Open Session Noe/Babcock to reconvene in open session. Motion carried by voice vote. Council reconvened in open session at 7:25pm.

Result of Closed Session Matters McGuire reported that the Council has accepted Lt. Jackson's retirement request and severance package. His retirement will be effective December 31, 2012. On behalf of the Council, McGuire congratulated Jackson on 38 years of service to the City of Mauston.

Adjourn Huebner/Babcock to adjourn. Motion carried by voice vote. Meeting adjourned at 7:30pm.

Nathan R. Thiel, City Administrator

Date

**City of Mauston
Mayoral Proclamation
Recognizing John Nicksic for 35 years of Employment
and the WWOA Regional Operator of the Year
Presented Oct 23rd, 2012**

WHEREAS, John Nicksic was recently named the 2012 North Central Regional Operator of the Year by the Wisconsin Waste Water Operator Association; and

WHEREAS, John has officially served the City in the Department of Public Works since Oct 10, 1977, and therefore reached his 35th year; and

WHEREAS, he has also participated as a Volunteer Fire Fighter amounting to 25 years of honorable service, and as a National Weather Service Observer for 20 years; and

WHEREAS, he is a quiet guy, who works hard behind the scenes with very little fanfare, but the quality of his work is reflected in his consistency, work ethic, and detailed reporting; and

WHEREAS, every resident of this City should be appreciative on a daily basis of a clean and well-run waste water treatment plant with consistent operations;

NOW, THEREFORE, it is with great pleasure I, Mayor Brian T. McGuire, congratulate and offer sincerest appreciation to John Nicksic for being named the Regional Operator of the Year, reaching his 35th year of employment, and representing the City of Mauston in such an outstanding manner.

On behalf of the Mauston Common Council and all citizens of the Mauston community, I hereby set forth my hand in gratitude to the services being provided by John Nicksic.

Brian T. McGuire, Mayor

**PUBLIC WORKS
COMMITTEE
ITEMS**

Progress Estimate

Contractor's Application

For (contract): West Side Industrial Park				Application Number: 6-Final									
Application Period: 09/01/12 - 10/05/12				Application Date: 10/05/12									
A				B	C		D	E	F	G		H	I
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Work Completed			Materials Presently Stored (not in C or E)	Total Completed and Stored to Date		Balance to Finish		
					From Previous Application	Quantity this Period	Value this Application		\$ (C + E + F)	% (G / B)			
CONTRACT B: ENSCH ST. EXTENSION													
GENERAL													
1	MOBILIZATION, BONDS & INSURANCE	1.0	\$ 9,000.00	\$9,000.00	\$9,000.00								
2	PROJECT SIGN	1.0	\$ 750.00	\$750.00	\$0.00		\$0.00	\$0.00	\$9,000.00	1	\$0.00		
3	TRAFFIC CONTROL	1.0	\$ 750.00	\$750.00	\$750.00		\$0.00	\$0.00	\$0.00	0	\$750.00		
4	EROSION CONTROL	1.0	\$ 1,800.00	\$1,800.00	\$1,800.00		\$0.00	\$0.00	\$750.00	1	\$0.00		
5	CLEARING & GRUBBING	1.0	\$ 2,400.00	\$2,400.00	\$2,400.00		\$0.00	\$0.00	\$1,800.00	1	\$0.00		
6	CONCRETE QUALITY CONTROL	1.0	\$ 150.00	\$150.00	\$150.00		\$0.00	\$0.00	\$2,400.00	1	\$0.00		
7	TURF & SITE RESTORATION (EST= 1800 SY)	1.0	\$ 2,500.00	\$2,500.00	\$2,500.00		\$0.00	\$0.00	\$150.00	1	\$0.00		
8	EROSION MAT	500.0	\$ 1.50	\$750.00	\$0.00		\$0.00	\$0.00	\$2,500.00	1	\$0.00		
9	ROCK EXCAVATION (UTILITY WORK)	50.0	\$ 75.00	\$3,750.00	\$0.00		\$0.00	\$0.00	\$0.00	0	\$750.00		
10	IMPORTED GRANULAR BACKFILL	300.0	\$ 12.00	\$3,600.00	\$0.00		\$0.00	\$0.00	\$0.00	0	\$3,750.00		
11	DEWATERING	1.0	\$ 1.00	\$1.00	\$0.00		\$0.00	\$0.00	\$0.00	0	\$3,600.00		
12	UNCLASSIFIED EXCAVATION & SITE GRAD	1.0	\$ 10,000.00	\$10,000.00	\$10,000.00		\$0.00	\$0.00	\$0.00	0	\$1.00		
13	ROADWAY BASE COURSE	2,800.0	\$ 12.10	\$33,880.00	\$28,807.92	658.24	\$7,964.70	\$0.00	\$10,000.00	1	\$0.00		
14	BREAKER RUN	4,200.0	\$ 11.10	\$46,620.00	\$45,102.41		\$0.00	\$0.00	\$36,772.63	1.08537857	-\$2,892.63		
15	EXCAVATION BELOW SUBGRADE W/BREA	300.0	\$ 20.00	\$6,000.00	\$0.00		\$0.00	\$0.00	\$45,102.41	0.96744762	\$1,517.59		
16	30" CURB & GUTTER	1,660.0	\$ 8.25	\$13,695.00	\$13,662.00		\$0.00	\$0.00	\$0.00	0	\$6,000.00		
17	4" ASPHALTIC CONCRETE PAVEMENT	1,325.0	\$ 50.00	\$66,250.00	\$64,911.00		\$0.00	\$0.00	\$13,662.00	0.99759036	\$33.00		
18	TACK COAT	135.0	\$ 3.00	\$405.00	\$600.00		\$0.00	\$0.00	\$64,911.00	0.97978868	\$1,339.00		
19	MEDIUM RIP-RAP & FABRIC	5.0	\$ 70.00	\$350.00	\$350.00		\$0.00	\$0.00	\$600.00	1.48148148	-\$195.00		
20	ROADWAY UNDERDRAIN	200.0	\$ 10.00	\$2,000.00	\$1,240.00		\$0.00	\$0.00	\$350.00	1	\$0.00		
21	STORM SEWER							\$0.00	\$1,240.00	0.62	\$760.00		
22	STORM MANHOLE, TYPE 1	1.0	\$ 1,750.00	\$1,750.00	\$1,750.00		\$0.00	\$0.00	\$1,750.00	1	\$0.00		
23	STORM MANHOLE, TYPE 2	1.0	\$ 2,400.00	\$2,400.00	\$2,400.00		\$0.00	\$0.00	\$2,400.00	1	\$0.00		
24	STORM INLET, TYPE 3	4.0	\$ 1,200.00	\$4,800.00	\$4,800.00		\$0.00	\$0.00	\$4,800.00	1	\$0.00		
25	15" RCP STORM SEWER	132.0	\$ 30.00	\$3,960.00	\$4,140.00		\$0.00	\$0.00	\$4,800.00	1	\$0.00		
26	18" RCP STORM SEWER	172.0	\$ 32.00	\$5,504.00	\$5,632.00		\$0.00	\$0.00	\$4,140.00	1.04545455	-\$180.00		
27	14" X 23" HERCP STORM SEWER	185.0	\$ 53.00	\$9,805.00	\$9,805.00		\$0.00	\$0.00	\$5,632.00	1.02325581	-\$128.00		
28	14" X 23" HERCP APRON ENDWALL W/PIPE	1.0	\$ 1,750.00	\$1,750.00	\$1,750.00		\$0.00	\$0.00	\$9,805.00	1	\$0.00		
29	CONNECT TO EXISTING DRAIN TILE	1.0	\$ 100.00	\$100.00	\$100.00		\$0.00	\$0.00	\$1,750.00	1	\$0.00		
30	WATER MAIN							\$0.00	\$100.00	1	\$0.00		
31	HYDRANT, COMPLETE	1.0	\$ 2,750.00	\$2,750.00	\$2,750.00		\$0.00	\$0.00	\$100.00	1	\$0.00		
32	6" VALVE & BOX	1.0	\$ 1,125.00	\$1,125.00	\$1,125.00		\$0.00	\$0.00	\$2,750.00	1	\$0.00		
33	8" VALVE & BOX	4.0	\$ 1,400.00	\$5,600.00	\$5,600.00		\$0.00	\$0.00	\$1,125.00	1	\$0.00		
34	10" VALVE & BOX	2.0	\$ 2,050.00	\$4,100.00	\$4,100.00		\$0.00	\$0.00	\$5,600.00	1	\$0.00		
35	UTILITY INSULATION	200.0	\$ 2.00	\$400.00	\$64.00		\$0.00	\$0.00	\$4,100.00	1	\$0.00		
36	CONNECT TO EXISTING WATER MAIN	1.0	\$ 750.00	\$750.00	\$750.00		\$0.00	\$0.00	\$64.00	0.16	\$336.00		
37	6 X 10" TEE	1.0	\$ 660.00	\$660.00	\$660.00		\$0.00	\$0.00	\$750.00	1	\$0.00		
38	8 X 6" TEE	1.0	\$ 475.00	\$475.00	\$475.00		\$0.00	\$0.00	\$660.00	1	\$0.00		
39	8 X 10" TEE	3.0	\$ 740.00	\$2,220.00	\$2,220.00		\$0.00	\$0.00	\$475.00	1	\$0.00		
40	10 X 8" CUT-IN TEE	1.0	\$ 1,040.00	\$1,040.00	\$1,040.00		\$0.00	\$0.00	\$2,220.00	1	\$0.00		
								\$0.00	\$1,040.00	1	\$0.00		

39	10" PLUG	1.0	\$ 200.00										
40	8" PLUG	4.0	\$ 175.00	\$200.00	\$200.00	\$0.00	\$0.00	\$200.00	1			\$0.00	
41	SALVAGED 6" VALVE & BOX			\$700.00	\$700.00	\$0.00	\$0.00	\$700.00	1			\$0.00	
42	SALVAGED HYDRANT	1.0	\$ 550.00	\$550.00	\$550.00	\$0.00	\$0.00	\$550.00	1			\$0.00	
	SANITARY SEWER	1.0	\$ 900.00	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	1			\$0.00	
43	TYPE I MANHOLE, COMPLETE					\$0.00	\$0.00						
44	10" SANITARY SEWER	5.0	\$ 2,400.00	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	1			\$0.00	
45	10" CAP	975.0	\$ 29.00	\$28,275.00	\$28,913.00	\$0.00	\$0.00	\$28,913.00	1.0225641			-\$638.00	
46	CONNECT TO EXISTING SEWER	6.0	\$ 160.00	\$960.00	\$960.00	\$0.00	\$0.00	\$960.00	1			\$0.00	
47	SPECIAL TRENCH BEDDING	1.0	\$ 750.00	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	1			\$0.00	
	ADDITIVE ALT. 2- PVC WATERMAIN	120.0	\$ 10.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$750.00	1			\$0.00	
A2.1	6" PVC HYDRANT LEAD W/TRACER WIRE					\$0.00	\$0.00	\$0.00	0			\$1,200.00	
A2.2	8" PVC WATER MAIN W/TRACER WIRE	26.0	\$ 24.00	\$624.00	\$720.00	\$0.00	\$0.00	\$720.00	1.15384615			-\$96.00	
A2.3	10" PVC WATER MAIN W/TRACER WIRE	120.0	\$ 31.00	\$3,720.00	\$3,627.00	\$0.00	\$0.00	\$3,627.00	0.975			\$93.00	
	ADDITIVE ALTERNATE 4- GEOSYNTHETIC	440.0	\$ 28.00	\$12,320.00	\$12,320.00	\$0.00	\$0.00	\$12,320.00	1			\$0.00	
A4.1	GEOSYNTHETIC (TEN CATE MIRAFL RS 580)	6,175.0	\$ 4.80	\$29,640.00	\$29,640.00	\$0.00	\$0.00	\$29,640.00	1			\$0.00	
	ADDITIVE ALTERNATE 5- STREET LIGHTING					\$0.00	\$0.00						
A5.1	POLE: FIXTURE W/BASE (COMPLETE)	4.0	\$ 3,700.00	\$14,800.00	\$14,800.00	\$0.00	\$0.00	\$14,800.00	1			\$0.00	
A5.2	PULL BOX	2.0	\$ 625.00	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00	1			\$0.00	
A5.3	#2 CU. FEEDER PLUS GROUND IN 2" CONDU	850.0	\$ 12.00	\$10,200.00	\$7,440.00	\$0.00	\$0.00	\$7,440.00	0.72941176			\$2,760.00	
A5.4	#4 CU. FEEDER PLUS GROUND IN 2" CONDU	300.0	\$ 9.00	\$2,700.00	\$2,160.00	\$0.00	\$0.00	\$2,160.00	0.8			\$540.00	
A5.5	SPARE 2" CONDUIT	1,150.0	\$ 3.00	\$3,450.00	\$2,550.00	\$0.00	\$0.00	\$2,550.00	0.73913043			\$900.00	
	Totals			\$378,079.00	\$349,914.33	\$7,964.70		\$357,879.03				\$20,199.97	

EJCDC No. C-620 (2007 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order No. FINAL

Date of Issuance: 10/08/12 Effective Date: 10/08/12

Project: City of Mauston - West Side Industrial Park - Contract B	Owner: City of Mauston	Owner's Contract No.:
Contract: City of Mauston - City of Mauston - West Side Industrial Park - Contract B		Date of Contract: July 27, 2011
Contractor: A-1 Excavating Inc.		Engineer's Project No.: 00044027

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

Description:

Change in contract price to reflect actual, field installed quantities

Attachments (list documents supporting change):

Exhibit A - Final Installed Quantities

Final Pay Application

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$378,079.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ <u>\$0</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ Substantial completion (days): _____ N/A Ready for final payment (days): _____
Contract Price prior to this Change Order: <u>\$378,079.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: <u>\$(20,199.97)</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: <u>\$357,879.03</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 10/8/12
Approved by Funding Agency (if applicable): _____

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 8-OCT-12
Date: _____

Final Quantities

Exhibit A

For (contract): Mauston Industrial Park Contract B								
Application Period:								
					B	Final Totals		
Item		Bid	UNIT	Unit	Bid			
Bid Item No.	Description	Quantity		Price	Value	Final Quantity	\$	%
						Installed		
CONTRACT B: ENSCH STREET EXTENSION								
GENERAL								
1.	Mobilization, Bonds and Insurance	1	LS	\$9,000.00	\$9,000.00	1.00	\$9,000.00	100%
2.	Project Sign	1	LS	\$750.00	\$750.00	0.00	\$0.00	0%
3.	Traffic Control	1	LS	\$750.00	\$750.00	1.00	\$750.00	100%
4.	Erosion Control	1	LS	\$1,800.00	\$1,800.00	1.00	\$1,800.00	100%
5.	Clearing and Grubbing	1	LS	\$2,400.00	\$2,400.00	1.00	\$2,400.00	100%
6.	Concrete Quality Control	1	LS	\$150.00	\$150.00	1.00	\$150.00	100%
7.	Turf and Site Restoration (EST=1,800 SY)	1	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00	100%
8.	Erosion Mat	500	SY	\$1.50	\$750.00	0.00	\$0.00	0%
9.	Rock Excavation (Utility Work)	50	CY	\$75.00	\$3,750.00	0.00	\$0.00	0%
10.	Imported Granular Backfill	300	TON	\$12.00	\$3,600.00	0.00	\$0.00	0%
11.	Dewatering	1	LS	\$1.00	\$1.00	0.00	\$0.00	0%
ROADWAY								
12.	Unclassified Excavation and Site Grading	1	LS	\$10,000.00	\$10,000.00	1.00	\$10,000.00	100%
13.	Roadway Base Course	2,800	TON	\$12.10	\$33,880.00	3,039.06	\$36,772.63	109%
14.	Breaker Run	4,200	TON	\$11.10	\$46,620.00	4,063.28	\$45,102.41	97%
15.	Excavation Below Subgrade with Breaker	300	CY	\$20.00	\$6,000.00	0.00	\$0.00	0%
16.	30-inch Curb and Gutter	1,660	LF	\$8.25	\$13,695.00	1,656.00	\$13,662.00	100%
17.	4-inch Asphaltic Concrete Pavement	1,325	TON	\$50.00	\$66,250.00	1,298.22	\$64,911.00	98%
18.	Tack Coat	135	GAL	\$3.00	\$405.00	200.00	\$600.00	148%
19.	Medium Rip-rap and Fabric	5	SY	\$70.00	\$350.00	5.00	\$350.00	100%
20.	Roadway Underdrain	200	LF	\$10.00	\$2,000.00	124.00	\$1,240.00	62%
STORM SEWER								
21.	Storm Manhole, Type 1	1	EA	\$1,750.00	\$1,750.00	1.00	\$1,750.00	100%
22.	Storm Manhole, Type 2	1	EA	\$2,400.00	\$2,400.00	1.00	\$2,400.00	100%
23.	Storm Inlet, Type 3	4	EA	\$1,200.00	\$4,800.00	4.00	\$4,800.00	100%
24.	15-inch RCP Storm Sewer	132	LF	\$30.00	\$3,960.00	138.00	\$4,140.00	105%
25.	18-inch RCP Storm Sewer	172	LF	\$32.00	\$5,504.00	176.00	\$5,632.00	102%
26.	14-inch x 23-inch HERCP Storm Sewer	185	LF	\$53.00	\$9,805.00	185.00	\$9,805.00	100%
27.	14-inch x 23-inch HERCP Apron Endwall	1	EA	\$1,750.00	\$1,750.00	1.00	\$1,750.00	100%
28.	Connect to Existing Drain Tile	1	LS	\$100.00	\$100.00	1.00	\$100.00	100%
WATER MAIN								
29.	Hydrant, Complete	1	EA	\$2,750.00	\$2,750.00	1.00	\$2,750.00	100%
30.	6-inch Valve and Box	1	EA	\$1,125.00	\$1,125.00	1.00	\$1,125.00	100%
31.	8-inch Valve and Box	4	EA	\$1,400.00	\$5,600.00	4.00	\$5,600.00	100%
32.	10-inch Valve and Box	2	EA	\$2,050.00	\$4,100.00	2.00	\$4,100.00	100%
33.	Utility Insulation	200	SF	\$2.00	\$400.00	32.00	\$64.00	16%
34.	Connect to Existing Water Main	1	EA	\$750.00	\$750.00	1.00	\$750.00	100%
35.	6 x 10-inch Tee	1	EA	\$660.00	\$660.00	1.00	\$660.00	100%
36.	8 x 6-inch Tee	1	EA	\$475.00	\$475.00	1.00	\$475.00	100%
37.	8 x 10-inch Tee	3	EA	\$740.00	\$2,220.00	3.00	\$2,220.00	100%
38.	10 x 8-inch Cut-In Tee	1	EA	\$1,040.00	\$1,040.00	1.00	\$1,040.00	100%
39.	10-inch Plug	1	EA	\$200.00	\$200.00	1.00	\$200.00	100%
40.	8-inch Plug	4	EA	\$175.00	\$700.00	4.00	\$700.00	100%
41.	Salvaged 6-inch Valve and Box	1	EA	\$550.00	\$550.00	1.00	\$550.00	100%
42.	Salvaged Hydrant	1	EA	\$900.00	\$900.00	1.00	\$900.00	100%
SANITARY SEWER								
43.	Type 1 Manhole, Complete	5	EA	\$2,400.00	\$12,000.00	5.00	\$12,000.00	100%
44.	10-inch Sanitary Sewer	975	LF	\$29.00	\$28,275.00	997.00	\$28,913.00	102%
45.	10-inch Cap	6	EA	\$160.00	\$960.00	6.00	\$960.00	100%
46.	Connect to Existing Sewer	1	EA	\$750.00	\$750.00	1.00	\$750.00	100%
47.	Special Trench Bedding	120	CY	\$10.00	\$1,200.00	0.00	\$0.00	0%
ADDITIVE ALTERNATE 2 - PVC WATERMAIN								
1.	6-inch PVC Hydrant Lead w/Tracer Wire	26	LF	\$24.00	\$624.00	30.00	\$720.00	115%
2.	8-inch PVC Water Main w/Tracer Wire	120	LF	\$31.00	\$3,720.00	117.00	\$3,627.00	98%
3.	10-inch PVC Water Main w/Tracer Wire	440	LF	\$28.00	\$12,320.00	440.00	\$12,320.00	100%
ADDITIVE ALTERNATE 4 - GEOSYNTHETIC								
1.	Geosynthetic (Ten Cate Mirafi RS 580i or	6,175	SY	\$4.80	\$29,640.00	6,175.00	\$29,640.00	100%
ADDITIVE ALTERNATE 5 - STREET LIGHTING								
1.	Pole: Fixture with Base (Complete)	4	EA	\$3,700.00	\$14,800.00	4.00	\$14,800.00	100%
2.	Pull Box	2	EA	\$625.00	\$1,250.00	2.00	\$1,250.00	100%
3.	#2 Cu. Feeder Plus Ground in 2-inch	850	LF	\$12.00	\$10,200.00	620.00	\$7,440.00	73%
4.	#4 Cu. Feeder Plus Ground in 2-inch	300	LF	\$9.00	\$2,700.00	240.00	\$2,160.00	80%
5.	Spare 2-inch Conduit	1,150	LF	\$3.00	\$3,450.00	850.00	\$2,550.00	74%
Totals					\$378,079.00		\$357,879.03	



Letter of Transmittal

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

Date:	October 2, 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	9/28/2012		Pay Request #2 Contract A

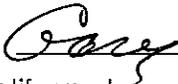
THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|---|--|---|
| <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: Rob,

Please process the attached Pay Request at the City's next Public Works meeting. This pay request is just for Contract A, Attewell Basin.

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

Copy to _____ Signed 

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

REQUEST AND CERTIFICATE FOR PAYMENT

PROJECT: Mauston-Attewell Detention Basin/Westside Industrial Park Detention Basin

ENGINEER'S PROJECT # : 013107381.00

OWNER: City of Mauston
303 Mansion 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. 2

REQUEST DATE: 09/28/12

CHANGE ORDER SUMMARY			
Previously Approved Change Orders:		Additions	Deductions
Current Change Orders:		Additions	Deductions
	Net Change by Change Orders:		\$0.00

Request is made for payment, as shown below, in connection with the contract. Continuation Sheet is attached.

The present status of the contract is as follows:

ORIGINAL CONTRACT SUM:.....	\$609,335.17
NET CHANGE BY CHANGE ORDERS:.....	\$0.00
CONTRACT SUM TO DATE:.....	\$609,335.17
TOTAL COMPLETED TO DATE:.....	\$367,008.78
RETAINAGE: (5% of work completed until 50% complete).....	\$15,233.38
TOTAL EARNED LESS RETAINAGE:.....	\$351,775.40
LESS PREVIOUS CERTIFICATES FOR PAYMENT:.....	\$220,366.30
CURRENT PAYMENT DUE:.....	\$131,409.10

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work completed under the contract referred to above have been applied to discharge in full, all obligations of CONTRACTOR incurred in connection with the work covered by prior applications for payment numbered 1 through 2 inclusive (none); and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to OWNER).

Submitted by Contractor:  Date: 9/28/12

I hereby certify that I have reviewed the work and that to the best of my knowledge and belief, the quantities shown in this estimate are correct. This application is in conformance with the Contract Documents, therefore, I recommend payment of **One Hundred Thirty-One Thousand, Four Hundred Nine and 10/100 (\$131,409.10)**.

Recommended by Engineer:  Date: 10-02-2012

Approved by Owner: _____ Date: _____

CONTINUATION SHEET

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

PROJECT: Mauston-Attewell Detention Basin/Westside Industrial Park Detention Basin

ENGINEER'S PROJECT #: 013107381.00

OWNER: City of Mauston
303 Mansion 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. 2

REQUEST DATE: 09/28/12

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)		This Request (F)		Quantity	Amount	
						Quantity	Amount	Quantity	Amount			
General Contract A & B												
1	Performance & Payment Bonds	1	LS	\$8,360.00	\$8,360.00	1	\$8,360.00	0	\$0.00	1	\$8,360.00	100.00%
2	Mobilization	1	LS	\$58,080.00	\$58,080.00	1	\$58,080.00	0	\$0.00	1	\$58,080.00	100.00%
3	Traffic Control	1	LS	\$500.00	\$500.00	1	\$250.00	0	\$0.00	0.5	\$250.00	50.00%
Subtotal - General					\$66,940.00		\$66,690.00		\$0.00		\$66,690.00	
Contract A: Attewell Detention Basin												
4	Silt Fence	2450	LF	\$1.31	\$3,209.50	1,838	\$2,407.78	0	\$0.00	1,838	\$2,407.78	75.02%
5	Tracking Pad	25	TON	\$31.80	\$795.00	25	\$795.00	0	\$0.00	25	\$795.00	100.00%
6	Site Clearing & Grubbing	1	LS	\$6,840.00	\$6,840.00	0.5	\$3,420.00	0.5	\$3,420.00	1	\$6,840.00	100.00%
7	Salvage Topsoil, Basin Site	12.5	AC	\$2,400.00	\$30,000.00	8.13	\$19,512.00	4.37	\$10,488.00	12.5	\$30,000.00	100.00%
8	Salvage and Replace Topsoil, Spoil Site	26.9	AC	\$2,510.00	\$67,519.00	10.76	\$27,007.60	10	\$25,100.00	20.76	\$52,107.60	77.17%
9	Unclassified Excavation	1	LS	\$172,511.00	\$172,511.00	0.65	\$112,132.15	0.35	\$60,378.85	1	\$172,511.00	100.00%
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	\$2.96	\$10,360.00	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	60	\$5,460.00	60	\$5,460.00	100.00%
14	Storm Sewer, 24" RCP with ties	48	LF	\$63.60	\$3,052.80	0	\$0.00	48	\$3,052.80	48	\$3,052.80	100.00%
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	1	\$2,481.00	1	\$2,481.00	100.00%
17	Storm Sewer, 60" Precast Concrete Manhole	2	EA	\$4,460.00	\$8,920.00	0	\$0.00	2	\$8,920.00	2	\$8,920.00	100.00%
18	Storm Sewer, 2x3 Precast Concrete Box with Baffle	1	EA	\$1,340.00	\$1,340.00	0	\$0.00	1	\$1,340.00	1	\$1,340.00	100.00%
19	Riprap, Heavy	650	TON	\$16.63	\$10,809.50	0	\$0.00	661.72	\$11,004.40	661.72	\$11,004.40	101.80%
20	Grouted Riprap, Heavy	60	TON	\$34.57	\$2,074.20	0	\$0.00	60	\$2,074.20	60	\$2,074.20	100.00%
21	Type HR Nonwoven Geotextile Filter Fabric	435	SY	\$2.65	\$1,152.75	0	\$0.00	500	\$1,325.00	500	\$1,325.00	114.94%
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 I, Type A	10915	SY	\$1.21	\$13,207.15	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
Subtotal - Contract A:					\$361,103.25		\$165,274.53		\$135,044.25		\$300,318.78	
Contract B: Westside Industrial Park Detention Basin												
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 Clearing & 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 (C*D)	Work Completed				Total Completed To Date (E+F)		% Complete
						Previous Requests (E)		This Request (F)		Quantity	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	\$2.45	\$690.90	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	\$2.96	\$710.40	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 Agregate 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	Aphallic 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 1, 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%
Original Contract TOTAL:					\$609,335.17		\$231,964.53		\$135,044.25		\$367,008.78	
Change Orders/Additions												
Subtotal - Change Orders/Additions:					\$0.00		\$0.00		\$0.00		\$0.00	
TOTAL:					\$609,335.17		\$231,964.53		\$135,044.25		\$367,008.78	

**FINANCE AND
PURCHASING
COMMITTEE
ITEMS**

October 23, 2012

ACH payments & checks # 47345 – 47429
10/10/2012 – 10/23/2012

Total = \$211,626.16
Plus

Payroll = \$44,569.03

Total to approve \$256,195.19

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 10/10/2012 From Account:
Thru: 10/23/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACH	10/23/2012	Aflac Insurance	516.20
	Manual Check	OCTOBER INV 576360	
BOM	10/23/2012	Cardmember Services	970.64
	Manual Check	Sept Charges due Oct 29	
DEF	10/23/2012	GREAT WEST DEFFERED COMP	450.00
	Manual Check	PAYROLL 10/19/2012	
ALLI	10/23/2012	Alliant 619934-001	72.31
	Manual Check	chemical building 12/16	
ALLI	10/23/2012	Alliant Utilities / WP&L	12,238.30
	Manual Check		
ALLI	10/23/2012	Alliant 607548-001	1,611.74
	Manual Check	LIBRARY	
FRON	10/23/2012	FRONTIER	42.61
	Manual Check		
FRON	10/23/2012	FRONTIER	736.67
	Manual Check	CITY HALL	
FRON	10/23/2012	FRONTIER	29.00
	Manual Check	262-000-9912-020503-5	
KWIK	10/23/2012	KWIK TRIP, INC	28.19
	Manual Check	ACCT 13812 CITY	
RETI	10/24/2012	Wis Retirement Fund (ETF)	14,442.27
	Manual Check	SEPT RETIREMENT 2012	
47269	10/10/2012	Wafle-Thomas-Lubinski Builders LLP	31,213.93
	Manual Check	INV#1471 VETS CONCESSION STAND	
47346	10/10/2012	Bresnahan, Thomas	155.00
	Manual Check	small pumpkins for PBash 2012	
47347	10/10/2012	Croell Redi-Mix	85.00
		Inv 307185	
47348	10/10/2012	Hartje Lumber Inc	15,667.24
		shelter at Vets park	
47350	10/15/2012	Brunner, Richard	1,666.70
		final	
47350	10/18/2012	Brunner, Richard	-1,666.70
	Manual Check	void check	
47351	10/15/2012	Croell Redi-Mix	170.00
		INVOICE 308943	
47352	10/15/2012	Village of Holmen	12.00
		ATTENDING SEMINAR WORKHORSE	

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 10/10/2012 From Account:
Thru: 10/23/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47353	10/15/2012	Croell Redi-Mix inv 309434	478.50
47362	10/17/2012	ST GERMAINE, ERNIE Timer for Pumpkin Dash 2012	525.00
47363	10/18/2012	US POSTMASTER-MAUSTON Manual Check UTILITY BILLS - Oct	426.16
47364	10/23/2012	Alfred F. Gabower Revocable Living Trust Parcel 13 Project 5020-05-21	500.00
47365	10/23/2012	Best Service, LLC INV 112487	88.53
47366	10/23/2012	Big Cheese Magazine INV. 4712	232.50
47367	10/23/2012	Buchmeier, Steve (AP) parcel 15 216 S Union St project 5020-0	2,150.00
47368	10/23/2012	C.R. Martin Construction Co., LLC STATEMENT 314551	450.00
47369	10/23/2012	Capital Newspapers 2518440 REF. 1959520	27.34
47370	10/23/2012	Capital Newspapers 501357 REF. 1963981	223.50
47371	10/23/2012	Castle Rock ATV Club	250.00
47372	10/23/2012	City of Mauston Parcel 6 Proj 5020-05-23	4,175.00
47373	10/23/2012	City of Mauston Parcel 4 Proj 5020-05-21	5,100.00
47374	10/23/2012	City of Mauston Police Union DUES OCT. 2012	244.56
47375	10/23/2012	Columbo, Sarah REFUND FROM FRIDGE PICK-UP	20.00
47376	10/23/2012	Federal Signal Corp. INVOICE 94061341	5,532.00
47377	10/23/2012	FESTIVAL FOODS office	109.85
47378	10/23/2012	FRONTIER ACCT #608-847-4806-100109-5	124.74
47379	10/23/2012	G.J. Miesbauer & Associates, INC PROJECT 5020-05-21	8,350.00

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 10/10/2012 From Account:
Thru: 10/23/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47380	10/23/2012	GENERAL ENGINEERING INV FOR SEPT INSPECTIONS	19,400.54
47381	10/23/2012	GRAYBAR NEW ULTRA LIGHTS INCENTIVE DUE US	2,865.00
47382	10/23/2012	HAWKINS, INC invoice 3393886 ri Caustic Soda 50% Liqu	1,518.09
47383	10/23/2012	Hazelton, Renee	56.55
47384	10/23/2012	Home Depot Credit Services STATEMENT DATE 9-21-12	196.00
47385	10/23/2012	Intoximeters, Inc. INV. 372317 REPAIR HANDHELD INTOXIMETER	250.40
47386	10/23/2012	JCOMP TECHNOLOGIES INC INVOICE 44697	1,409.93
47387	10/23/2012	JCOMP TECHNOLOGIES INC INV. 44693	42.50
47388	10/23/2012	JCOMP TECHNOLOGIES INC INV. 44725	42.50
47389	10/23/2012	Jessie A. Conlin Survivor's Trust Parcel 13 Project 5020-05-21	500.00
47390	10/23/2012	John Deere Financial INVOICE 115599	510.96
47391	10/23/2012	JOHNSON BLOCK & COMPANY INC INV 402184	5,225.00
47392	10/23/2012	Juneau County / Muni Fines FINES / FEES SEPT	439.00
47393	10/23/2012	Juneau County Clerk of Court BECCERRA FINE #2012TR001147	10.00
47394	10/23/2012	Juneau County Clerk of Court Parcel 11 CMC Heartland Partners	2,060.00
47395	10/23/2012	JUNEAU COUNTY ECONOMIC DEV WATERFEST 2012	750.00
47396	10/23/2012	JUNEAU COUNTY TITLE COMPANY INV. 57761	500.00
47397	10/23/2012	KOHN LAW FIRM S.C. PAYROLL 10/19/2012	257.13
47398	10/23/2012	KWIK TRIP, INC police dept	210.40

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 10/10/2012 From Account:
Thru: 10/23/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47399	10/23/2012	L V LABORATORIES, LLC TESTING 984	550.00
47400	10/23/2012	LEMONWEIR TOWNSHIP (ETZ) ETZ PORTION	5.00
47401	10/23/2012	LENORUD SERVICES, INC GARBAGE PICK UP FOR SEPT.	11,587.50
47402	10/23/2012	Mail Finance	183.15
47403	10/23/2012	Meadow Valey Log Homes INV. 56591	137.70
47404	10/23/2012	Mile Bluff Medical Center Foundation WOMEN NIGHTOUT	249.24
47405	10/23/2012	Miles, Thomas expenses	9.00
47406	10/23/2012	NORTHSTAR PARTY RENTALS, INC P Bash	750.00
47407	10/23/2012	OFFICE DEPOT ORDER NUMBER 627505092-001	28.63
47408	10/23/2012	OFFICE DEPOT INV, 62695818001	273.14
47409	10/23/2012	OFFICE DEPOT inv 628154876001	128.76
47410	10/23/2012	OLYMPUS MEDIA INV. 11832	7,410.00
47411	10/23/2012	Rowman & Littlefield Publishing Group INV. 26192	326.15
47412	10/23/2012	SAFETY FIRST, INC INVOICE 21748	130.00
47413	10/23/2012	SCHUMACHER ELEVATOR COMPANY quarterly invoice for maintenance	221.76
47414	10/23/2012	SPEE-DEE DELIVERY SERVICE, INC inv 2266656	133.81
47415	10/23/2012	Staples Advantage INVOICE 114734231	37.55
47416	10/23/2012	STATE CHEMICAL MFG CO ADMIN MAINTENANCE INV #95892315	207.35
47417	10/23/2012	State Controller's Office - CMO SEPT FEES AND FINES	1,002.76

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 10/10/2012 From Account:
Thru: 10/23/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47418	10/23/2012	Sullivan, Arris FALL FLOWERS FOR KIASK	47.44
47419	10/23/2012	Thomas, Robert refund overpay utility bill	54.46
47420	10/23/2012	TOWN OF LEMONWEIR GREG SMITH PERMIT	5.00
47421	10/23/2012	TROPHY PLACE, THE INV. 35221	140.00
47422	10/23/2012	UNITED COMMUNICATION CORP INV 786194	611.76
47423	10/23/2012	Vierbicher Associates INC inv 1 proj 128046.00 wetland delineat	530.75
47424	10/23/2012	Vierbicher Associates INC inv 25 Project 13107381.00	10,228.50
47425	10/23/2012	Village of Necedah FINES AND FEES FOR SEPT	977.00
47426	10/23/2012	WI Environmental Improvement Fund Clean water loan Inv 11668	30,440.86
47427	10/23/2012	WIS COUNCIL 40, AFSCME, AFL-CIO CITY UNION DUES OCT	511.50
47428	10/23/2012	WIS SCTF payroll 10/19/2012	34.61
47429	10/23/2012	Wisconsin River Brands, Inc INVOICE 163-00317	980.00
Grand Total			211,626.16

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 10/10/2012 From Account:
Thru: 10/23/2012 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	74,515.01
Total Expenditure from Fund # 250 - Library Fund	1,937.89
Total Expenditure from Fund # 270 - Room Tax Fund	11,107.77
Total Expenditure from Fund # 400 - Capital Projects Fund	79,944.67
Total Expenditure from Fund # 610 - Water Utility Fund	4,320.45
Total Expenditure from Fund # 620 - Sewer Utility Fund	39,800.37
Total Expenditure from all Funds	211,626.16

Custom Budget Comparison - Summary
Council Report

	2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
Mayor & Council	7,184.85	60,328.68	72,388.00	12,059.32	83.34
Administration	23,434.64	380,322.50	455,000.00	74,677.50	83.59
Other Non City Groups	0.00	38,486.78	42,010.00	3,523.22	91.61
Peg - Communications	3,532.36	48,793.33	61,927.00	13,133.67	78.79
Zoning	22,993.76	82,595.57	72,191.00	-10,404.57	114.41
Police Department	48,765.82	671,858.36	822,028.00	150,169.64	81.73
Fire Department	9,112.39	77,524.54	371,854.00	294,329.46	20.85
Streets	30,722.58	534,093.87	690,721.00	156,627.13	77.32
Water	20,951.35	292,821.86	356,279.00	63,457.14	82.19
Sewer	55,533.66	552,609.57	784,992.57	232,383.00	70.40
Summer Rec	5.79	45,651.91	56,654.00	11,002.09	80.58
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Total Expenses	222,237.20	2,785,086.97	3,786,044.57	1,000,957.60	73.56
=====					
Net Totals	-222,237.20	-2,785,086.97	-3,786,044.57	-1,000,957.60	73.56

Account Number		2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
100-00-51110-110-000	M & C Salary/Wages	1,446.12	15,184.26	18,800.00	3,615.74	80.77
100-00-51110-130-000	M & C FICA/Medicare	110.72	1,355.88	1,438.00	82.12	94.29
100-00-51110-160-000	M & C Employee Recog	1,067.25	1,271.22	2,250.00	978.78	56.50
100-00-51110-211-000	M & C Auditing	2,225.00	15,350.00	13,500.00	-1,850.00	113.70
100-00-51110-212-000	M & C Assessing	1,704.12	17,965.76	23,000.00	5,034.24	78.11
100-00-51110-213-000	M & C Legal	0.00	823.90	3,800.00	2,976.10	21.68
100-00-51110-312-000	M & C Code Maintenance	0.00	738.00	300.00	-438.00	246.00
100-00-51110-313-000	M & C Elections	571.48	5,290.99	4,000.00	-1,290.99	132.27
100-00-51110-330-000	M & C Educ/Trng/Travel	0.00	120.00	1,800.00	1,680.00	6.67
100-00-51110-390-000	M & C Miscellaneous	60.16	987.49	2,000.00	1,012.51	49.37
100-00-51110-591-000	M & C Deliquent Tax Write off	0.00	1,241.18	1,500.00	258.82	82.75
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Mayor & Council		7,184.85	60,328.68	72,388.00	12,059.32	83.34
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100-00-51400-110-000	Admin Salary/Wages	13,958.42	147,476.73	188,156.00	40,679.27	78.38
100-00-51400-130-000	Admin FICA/Medicare	1,035.61	10,951.62	14,328.00	3,376.38	76.44
100-00-51400-131-000	Admin Health Ins	0.00	42,053.76	56,072.00	14,018.24	75.00
100-00-51400-132-000	Admin FSA Contribution	306.40	3,271.55	4,200.00	928.45	77.89
100-00-51400-133-000	Admin Dental Ins	0.00	2,719.68	3,692.00	972.32	73.66
100-00-51400-134-000	Admin Vision Ins	0.00	958.90	1,109.00	150.10	86.47
100-00-51400-135-000	Admin WI Retirement	1,647.10	17,366.47	21,726.00	4,359.53	79.93
100-00-51400-210-000	Admin Prof Services	0.00	0.00	1,000.00	1,000.00	0.00
100-00-51400-213-000	Admin Legal	0.00	2,059.80	5,000.00	2,940.20	41.20
100-00-51400-216-000	Admin Hiring	0.00	0.00	1,000.00	1,000.00	0.00
100-00-51400-221-000	Admin Electricity	735.27	5,637.87	11,000.00	5,362.13	51.25
100-00-51400-222-000	Admin Gas/Heat	33.51	3,408.87	4,000.00	591.13	85.22
100-00-51400-223-000	Admin Water/Sewer	706.69	5,347.52	7,000.00	1,652.48	76.39
100-00-51400-224-000	Admin Telephone/Fax	448.05	4,614.00	6,500.00	1,886.00	70.98
100-00-51400-240-000	Admin Building Maint	3,089.91	15,295.78	6,000.00	-9,295.78	254.93
100-00-51400-290-000	Admin Contract Services	221.76	1,518.43	500.00	-1,018.43	303.69
100-00-51400-310-000	Admin Office Supplies	165.68	4,370.29	8,900.00	4,529.71	49.10
100-00-51400-311-000	Admin Postage/Shipping	64.84	1,438.10	2,000.00	561.90	71.91
100-00-51400-320-000	Admin Memberships/Dues	0.00	1,852.72	2,000.00	147.28	92.64
100-00-51400-321-000	Admin Publications	116.76	2,083.77	4,500.00	2,416.23	46.31
100-00-51400-330-000	Admin Educ/Trng/Travel	68.55	5,554.77	5,000.00	-554.77	111.10
100-00-51400-350-000	Admin Equip Maint (Non-Office)	0.00	983.63	500.00	-483.63	196.73
100-00-51400-352-000	Admin Office Equip Maint	704.75	6,191.62	2,100.00	-4,091.62	294.84
100-00-51400-353-000	Admin Info Tech	131.34	6,054.91	8,640.00	2,585.09	70.08
100-00-51400-390-000	Admin Miscellaneous	0.00	1,986.13	3,000.00	1,013.87	66.20
100-00-51400-510-000	Admin Ins (Non-Labor)	0.00	87,077.00	87,077.00	0.00	100.00
100-00-51400-821-000	Admin Building Improvement	0.00	48.58	0.00	-48.58	0.00
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Administration		23,434.64	380,322.50	455,000.00	74,677.50	83.59
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100-00-51120-213-000	BBC Legal	0.00	600.00	500.00	-100.00	120.00
100-00-51120-330-000	BBC Educ/Trng/Travel	0.00	529.77	1,000.00	470.23	52.98
100-00-51120-390-000	BBC Miscellaneous	0.00	614.36	1,400.00	785.64	43.88
100-00-52300-215-000	Ambulance Contract Assessment	0.00	28,238.45	28,010.00	-228.45	100.82
100-00-53500-291-000	Non-City Equipment Rental	0.00	0.00	1,100.00	1,100.00	0.00
100-00-55310-390-000	Celebrations/Entertainment	0.00	8,504.20	10,000.00	1,495.80	85.04
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Other Non City Groups		0.00	38,486.78	42,010.00	3,523.22	91.61
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Account Number		2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
100-00-51200-110-000	PEG Salary/Wages	2,855.90	29,979.88	37,386.00	7,406.12	80.19
100-00-51200-130-000	PEG FICA/Medicare	212.54	2,234.33	2,860.00	625.67	78.12
100-00-51200-131-000	PEG Health Ins	0.00	10,012.86	13,351.00	3,338.14	75.00
100-00-51200-132-000	PEG FSA Contribution	76.92	807.66	1,000.00	192.34	80.77
100-00-51200-133-000	PEG Dental Ins	0.00	746.07	879.00	132.93	84.88
100-00-51200-134-000	PEG Vision Ins	0.00	228.30	264.00	35.70	86.48
100-00-51200-135-000	PEG WI Retirement	337.00	3,537.66	4,337.00	799.34	81.57
100-00-51200-330-000	PEG Educ/Trng/Travel	50.00	1,009.99	850.00	-159.99	118.82
100-00-51200-390-000	PEG Miscellaneous	0.00	236.58	1,000.00	763.42	23.66
Peg - Communications		3,532.36	48,793.33	61,927.00	13,133.67	78.79
100-00-56400-110-000	Plan & Zoning-Salary/Wages	2,416.38	25,354.39	31,603.00	6,248.61	80.23
100-00-56400-130-000	Bldg & Permits FICA/Medicare	175.98	1,849.53	2,418.00	568.47	76.49
100-00-56400-131-000	Bldg & Permits Health Ins	0.00	10,012.86	13,351.00	3,338.14	75.00
100-00-56400-132-000	Bldg & Permit FSA Contribution	76.92	807.66	1,000.00	192.34	80.77
100-00-56400-133-000	Bldg & Permits Dental Ins	0.00	746.07	879.00	132.93	84.88
100-00-56400-134-000	Bldg & Permits Vision Ins	0.00	228.30	264.00	35.70	86.48
100-00-56400-135-000	Bldg & Permits WI Retirement	285.14	2,991.89	3,666.00	674.11	81.61
100-00-56400-202-000	Bldg & Perm Contracted Service	500.00	500.00	0.00	-500.00	0.00
100-00-56400-202-010	Bldg & Permits Building Inspec	19,400.54	36,772.46	8,000.00	-28,772.46	459.66
100-00-56400-202-020	Bldg & Permits Health/Welfare	59.47	2,052.59	4,000.00	1,947.41	51.31
100-00-56400-213-000	Bldg & Permits Legal/Recording	0.00	613.75	500.00	-113.75	122.75
100-00-56400-214-000	Bldg & Perm Professnl Serv-Map	0.00	0.00	1,200.00	1,200.00	0.00
100-00-56400-224-000	Bldg & Permits Telephone/Fax	6.05	54.47	2,000.00	1,945.53	2.72
100-00-56400-310-000	Bldg & Permits Office Supplies	0.00	64.21	1,660.00	1,595.79	3.87
100-00-56400-321-000	Bldg & Permits Publications	73.28	320.66	500.00	179.34	64.13
100-00-56400-330-000	Bldg&Permits Educ/Trng/Travel	0.00	226.70	800.00	573.30	28.34
100-00-56400-353-000	Bldg & Permits InfoTech	0.00	0.00	150.00	150.00	0.00
100-00-56400-390-000	Bldg & Permits Miscellaneous	0.00	0.03	200.00	199.97	0.02
Zoning		22,993.76	82,595.57	72,191.00	-10,404.57	114.41
100-00-52100-110-000	PD Salary/Wages	30,819.20	343,460.96	421,570.00	78,109.04	81.47
100-00-52100-111-000	PD Clerical PT Wages	899.25	6,482.13	5,985.00	-497.13	108.31
100-00-52100-112-000	PD Officer PT Wages	1,391.00	21,588.08	20,000.00	-1,588.08	107.94
100-00-52100-116-000	PD Officer OT Wages	2,506.37	21,029.88	32,000.00	10,970.12	65.72
100-00-52100-120-000	PD Parking Enforcement Wages	120.00	1,491.00	800.00	-691.00	186.38
100-00-52100-121-000	PD Crossing Guard Wages	2,523.38	18,826.26	22,500.00	3,673.74	83.67
100-00-52100-122-000	PD LEA/Matron Expense	0.00	961.27	800.00	-161.27	120.16
100-00-52100-130-000	PD FICA/Medicare	2,857.80	30,839.40	32,164.00	1,324.60	95.88
100-00-52100-131-000	PD Health Ins	0.00	84,122.28	112,163.00	28,040.72	75.00
100-00-52100-132-000	PD FSA Contribution	670.50	7,016.65	8,500.00	1,483.35	82.55
100-00-52100-133-000	PD Dental Ins	0.00	6,300.88	7,425.00	1,124.12	84.86
100-00-52100-134-000	PD Vision Ins	0.00	1,963.37	2,253.00	289.63	87.14
100-00-52100-135-000	PD WI Retirement	5,977.63	63,111.32	73,577.00	10,465.68	85.78
100-00-52100-190-000	PD Clothing Allowance	0.00	0.00	3,835.00	3,835.00	0.00
100-00-52100-191-000	PD Protective Cloth/Gear	0.00	0.00	618.00	618.00	0.00
100-00-52100-213-000	PD Legal	0.00	8,503.19	10,000.00	1,496.81	85.03
100-00-52100-216-000	PD Hiring	0.00	63.00	1,500.00	1,437.00	4.20
100-00-52100-217-000	PD Investigations	0.00	3,664.73	5,000.00	1,335.27	73.29
100-00-52100-217-100	PD K9 Unit Expenses	0.00	2,865.44	0.00	-2,865.44	0.00

Account Number		2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
100-00-52100-217-200	PD Under cover Expenses	53.72	3,035.46	0.00	-3,035.46	0.00
100-00-52100-221-000	PD Electricity	0.00	0.00	0.00	0.00	0.00
100-00-52100-224-000	PD Telephone/Fax	472.07	4,828.20	6,180.00	1,351.80	78.13
100-00-52100-290-000	PD Contract Services	0.00	0.00	500.00	500.00	0.00
100-00-52100-293-000	PD Animal Control	0.00	0.00	200.00	200.00	0.00
100-00-52100-310-000	PD Office Supplies	331.69	3,506.09	4,120.00	613.91	85.10
100-00-52100-320-000	PD Membership/Dues	0.00	715.00	515.00	-200.00	138.83
100-00-52100-321-000	PD Publications	243.50	631.90	258.00	-373.90	244.92
100-00-52100-330-000	PD Educ/Trng/Travel	0.00	2,609.36	4,120.00	1,510.64	63.33
100-00-52100-331-000	PD Motor Fuel	407.15	12,437.72	18,000.00	5,562.28	69.10
100-00-52100-341-000	PD Prof Equipt/Supplies	-2,675.36	3,330.09	5,390.00	2,059.91	61.78
100-00-52100-352-000	PD Office Equip Maint/Service	244.28	2,145.55	2,650.00	504.45	80.96
100-00-52100-353-000	PD Info Tech	1,460.08	10,170.20	13,815.00	3,644.80	73.62
100-00-52100-354-000	PD Equipmnt Maint(Non Office)	310.40	4,222.11	2,575.00	-1,647.11	163.97
100-00-52100-361-000	PD Building Maintenance	129.50	378.23	515.00	136.77	73.44
100-00-52100-390-000	PD Miscellaneous	23.66	1,558.61	2,500.00	941.39	62.34
100-00-52100-510-000	PD Ins (Non-Labor)	0.00	0.00	0.00	0.00	0.00
Police Department		48,765.82	671,858.36	822,028.00	150,169.64	81.73
100-00-52200-110-000	FD Salary/Wages	0.00	5,620.82	10,660.00	5,039.18	52.73
100-00-52200-120-000	FD Hourly Wages	413.76	35,499.41	65,340.00	29,840.59	54.33
100-00-52200-130-000	FD FICA/Medicare	30.29	3,120.47	5,900.00	2,779.53	52.89
100-00-52200-191-000	FD Protective Clothing/Gear	0.00	0.00	6,000.00	6,000.00	0.00
100-00-52200-213-000	FD Legal	0.00	40.00	380.00	340.00	10.53
100-00-52200-221-000	FD Electricity	599.00	4,369.36	7,500.00	3,130.64	58.26
100-00-52200-222-000	FD Heating Gas	27.41	2,789.07	4,250.00	1,460.93	65.63
100-00-52200-223-000	FD Water/Sewer	0.00	0.00	1,000.00	1,000.00	0.00
100-00-52200-224-000	FD Telephone/Fax	193.28	1,932.86	2,200.00	267.14	87.86
100-00-52200-241-000	FD Extinguisher Maint/Repair	0.00	120.25	300.00	179.75	40.08
100-00-52200-292-000	FD Hydrant Rental	0.00	0.00	231,924.00	231,924.00	0.00
100-00-52200-310-000	FD Office Supplies	37.55	586.24	750.00	163.76	78.17
100-00-52200-321-000	FD Publications	0.00	0.00	150.00	150.00	0.00
100-00-52200-330-000	FD Educ/Trng/Travel	0.00	2,118.00	2,500.00	382.00	84.72
100-00-52200-331-000	FD Motor Fuel	0.00	483.34	2,000.00	1,516.66	24.17
100-00-52200-352-000	FD Office Equip Maint/Service	0.00	514.23	500.00	-14.23	102.85
100-00-52200-353-000	FD Info Tech	33.83	315.45	2,000.00	1,684.55	15.77
100-00-52200-354-000	FD Equipmnt Maint (Non-Office)	741.76	6,016.69	5,500.00	-516.69	109.39
100-00-52200-355-000	FD Truck Maintenance	0.00	2,412.41	5,500.00	3,087.59	43.86
100-00-52200-357-000	FD Pager Repair	0.00	0.00	0.00	0.00	0.00
100-00-52200-361-000	FD Building Maintenance	0.00	461.75	1,500.00	1,038.25	30.78
100-00-52200-390-000	FD Miscellaneous	593.96	2,423.74	2,500.00	76.26	96.95
100-00-52200-510-000	FD Ins (non-labor)	0.00	0.00	0.00	0.00	0.00
100-00-52200-811-000	FD Equipment Purchases	5,532.00	7,082.11	0.00	-7,082.11	0.00
100-00-52200-812-000	FD Jaws	0.00	0.00	0.00	0.00	0.00
100-00-52200-813-000	FD Small Item Purchases	909.55	1,618.34	13,500.00	11,881.66	11.99
100-00-52200-821-000	FD Building Improvement	0.00	0.00	0.00	0.00	0.00
Fire Department		9,112.39	77,524.54	371,854.00	294,329.46	20.85
100-00-53100-110-000	Streets Wage/Salary	15,546.42	179,241.98	226,379.00	47,137.02	79.18
100-00-53100-130-000	Streets FICA/Medicare	1,160.47	13,200.75	16,098.00	2,897.25	82.00

Account Number		2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
100-00-53100-131-000	Streets Health Ins	0.00	48,066.48	64,089.00	16,022.52	75.00
100-00-53100-132-000	Streets FSA Contribution	377.10	3,913.56	4,833.00	919.44	80.98
100-00-53100-133-000	Streets Dental Ins	0.00	3,592.48	4,233.00	640.52	84.87
100-00-53100-134-000	Streets Vision Ins	0.00	1,106.10	1,279.00	172.90	86.48
100-00-53100-135-000	Streets WI Retirement	1,818.41	20,811.32	24,410.00	3,598.68	85.26
100-00-53100-191-000	Streets Protective Clthng/Gear	199.97	1,483.93	1,500.00	16.07	98.93
100-00-53100-213-000	Streets Legal	0.00	0.00	3,000.00	3,000.00	0.00
100-00-53100-215-000	Streets Hired Services	0.00	295.25	500.00	204.75	59.05
100-00-53100-218-000	Streets Drug Testing	0.00	252.00	250.00	-2.00	100.80
100-00-53100-219-000	Streets Internal Work Performd	0.00	0.00	0.00	0.00	0.00
100-00-53100-221-000	Streets Electricity/Gas	367.41	4,423.85	9,500.00	5,076.15	46.57
100-00-53100-223-000	Streets Water/Sewer	215.36	4,713.79	6,500.00	1,786.21	72.52
100-00-53100-224-000	Streets Telephone/Fax	345.10	3,022.73	3,000.00	-22.73	100.76
100-00-53100-231-000	Streets Signage	41.35	4,268.98	2,500.00	-1,768.98	170.76
100-00-53100-232-000	Streets Tree/Brush Removal	0.00	1,300.00	5,000.00	3,700.00	26.00
100-00-53100-240-000	Streets Maintenance/Repair	0.00	68,148.21	108,000.00	39,851.79	63.10
100-00-53100-290-000	Streets Contract Services	0.00	2,075.83	2,000.00	-75.83	103.79
100-00-53100-290-100	Streets Contract Serv-Mowing	0.00	910.00	2,000.00	1,090.00	45.50
100-00-53100-290-102	Streets Contract Serv-Shovel	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53100-291-000	Streets Equipment Rental	0.00	0.00	250.00	250.00	0.00
100-00-53100-294-000	Streets State/Other Fees	0.00	85.00	0.00	-85.00	0.00
100-00-53100-310-000	Streets Office Supplies	0.00	473.10	500.00	26.90	94.62
100-00-53100-320-000	Streets Memberships/Dues	0.00	83.33	100.00	16.67	83.33
100-00-53100-321-000	Streets Publications	0.00	70.32	150.00	79.68	46.88
100-00-53100-330-000	Streets Educ/Trng/Travel	0.00	245.93	500.00	254.07	49.19
100-00-53100-331-000	Streets Motor Fuel	0.00	6,714.43	12,000.00	5,285.57	55.95
100-00-53100-340-000	Streets Hand Tls,Matals,Spplys	902.18	9,641.93	10,000.00	358.07	96.42
100-00-53100-352-000	Streets Office Equip Maint.	0.00	333.35	1,300.00	966.65	25.64
100-00-53100-353-000	Streets Info Tech	66.78	775.25	2,500.00	1,724.75	31.01
100-00-53100-354-000	Streets Equip Maint (Non-Offc)	1,651.37	16,476.89	32,000.00	15,523.11	51.49
100-00-53100-361-000	Streets Building Maintenance	160.00	2,351.18	1,500.00	-851.18	156.75
100-00-53100-362-000	Streets Grounds Maintenance	0.00	724.36	1,500.00	775.64	48.29
100-00-53100-390-000	Streets Miscellaneous	1,575.32	6,301.20	2,000.00	-4,301.20	315.06
100-00-53100-510-000	Streets Ins (Non-Labor)	0.00	0.00	0.00	0.00	0.00
100-00-53100-821-000	Streets Building Improvement	0.00	0.00	500.00	500.00	0.00
100-00-53320-215-000	Ice Hired/Contractual	0.00	1,387.25	7,000.00	5,612.75	19.82
100-00-53320-291-000	Ice Equipment Rental	0.00	0.00	500.00	500.00	0.00
100-00-53320-340-000	Ice Hand Tool,Mater./Supplies	0.00	699.27	500.00	-199.27	139.85
100-00-53320-354-000	Ice Equipment Maint-Non Office	0.00	3,627.55	3,500.00	-127.55	103.64
100-00-53320-371-000	Ice Salt/Sand	0.00	42,197.93	30,000.00	-12,197.93	140.66
100-00-53320-372-000	Ice Contingency for Snow	0.00	0.00	8,000.00	8,000.00	0.00
100-00-53320-390-000	Ice Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53330-221-000	Signals Electricity	0.00	396.57	600.00	203.43	66.10
100-00-53330-240-000	Signals Maint/Repair	0.00	175.05	5,000.00	4,824.95	3.50
100-00-53330-390-000	Signals Miscellaneous	0.00	-100.00	0.00	100.00	0.00
100-00-53340-354-000	Storm Equip Maint-Non Office	0.00	14,672.83	2,500.00	-12,172.83	586.91
100-00-53340-390-000	Storm Miscellaneous	0.00	4,105.68	1,000.00	-3,105.68	410.57
100-00-53420-221-000	Street Lights Electricity	5,844.34	53,521.15	75,000.00	21,478.85	71.36
100-00-53420-240-000	Street Lights Maint/Repair	451.00	5,057.21	2,000.00	-3,057.21	252.86
100-00-53420-354-000	Strt Lghts Equip Maint-Non Off	0.00	2,197.07	1,000.00	-1,197.07	219.71
100-00-53420-373-000	Street Lights Installation	0.00	0.00	2,000.00	2,000.00	0.00

Account Number		2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
100-00-53420-390-000	Street Lights Miscellaneous	0.00	1,052.80	250.00	-802.80	421.12
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	Streets	30,722.58	534,093.87	690,721.00	156,627.13	77.32
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610-00-57510-000-600	Source Salary/Wages	660.57	7,031.56	16,538.00	9,506.44	42.52
610-00-57510-000-601	Source Purchased Water	0.00	0.00	0.00	0.00	0.00
610-00-57510-000-602	Operations Supplies/Expenses	0.00	455.67	0.00	-455.67	0.00
610-00-57510-000-605	Source Building Maintenance	33.16	1,766.11	3,250.00	1,483.89	54.34
610-00-57520-000-620	Pumping Wage/Salary	660.57	7,031.56	16,538.00	9,506.44	42.52
610-00-57520-000-621	Pumping-Fuel for Power Prod	0.00	0.00	0.00	0.00	0.00
610-00-57520-000-622	Pumpg-Fuel/Pwr Prchsd for Pump	2,706.74	28,161.30	36,000.00	7,838.70	78.23
610-00-57520-000-623	Pumping Operation Supplies/Exp	0.00	1,916.19	1,800.00	-116.19	106.46
610-00-57520-000-625	Pumping Maint of Plant	0.00	199.26	0.00	-199.26	0.00
610-00-57530-000-630	Treatment Salary/Wages	660.57	7,031.56	16,538.00	9,506.44	42.52
610-00-57530-000-631	Treatment Chemicals	1,872.06	35,389.29	40,500.00	5,110.71	87.38
610-00-57530-000-632	Treatment Operation Supp/Exp	0.00	0.00	0.00	0.00	0.00
610-00-57530-000-635	Treatment Plant Maintenance	0.00	0.00	0.00	0.00	0.00
610-00-57540-000-640	T&D Salary/Wages	660.57	7,031.56	16,538.00	9,506.44	42.52
610-00-57540-000-641	T&D Operation Supplies/Expense	0.00	0.00	750.00	750.00	0.00
610-00-57540-000-650	T&D Maintenance Pipes/Reservoi	0.00	14.95	0.00	-14.95	0.00
610-00-57540-000-651	T&D Maintenance Mains	715.00	8,368.02	15,000.00	6,631.98	55.79
610-00-57540-000-652	T&D Maintenance of Services	0.00	3,194.42	6,350.00	3,155.58	50.31
610-00-57540-000-653	T&D Meter Purchases/Maint	0.00	4,946.06	1,500.00	-3,446.06	329.74
610-00-57540-000-654	T&D Hydrant Maintenance	0.00	337.81	5,000.00	4,662.19	6.76
610-00-57540-000-655	T&D Maintenance of Other Plant	0.00	283.65	0.00	-283.65	0.00
610-00-57550-000-901	Meter Reading Labor	0.00	0.00	0.00	0.00	0.00
610-00-57550-000-902	Accounting & Collecting Labor	0.00	0.00	0.00	0.00	0.00
610-00-57550-000-903	Supplies/Expenses	40.15	1,240.62	10,000.00	8,759.38	12.41
610-00-57550-000-904	Uncollectible Accounts	0.00	0.00	0.00	0.00	0.00
610-00-57550-000-906	Customer Serv & Information	0.00	0.00	0.00	0.00	0.00
610-00-57560-000-910	Sales Expense	0.00	0.00	0.00	0.00	0.00
610-00-57570-000-920	Admin General Wage/Salary	7,814.97	79,806.83	69,067.00	-10,739.83	115.55
610-00-57570-000-921	Water Office Supplies	369.56	5,376.00	10,000.00	4,624.00	53.76
610-00-57570-000-923	Outside Services Contracted	1,533.83	14,401.91	0.00	-14,401.91	0.00
610-00-57570-000-924	Water Ins-Property	0.00	13,208.00	13,208.00	0.00	100.00
610-00-57570-000-926	Water FICA/Medicare	779.44	8,100.01	9,857.00	1,756.99	82.18
610-00-57570-000-928	Regulatory Commission Exp	721.71	1,186.53	0.00	-1,186.53	0.00
610-00-57570-000-930	Water Miscellaneous	0.00	583.63	500.00	-83.63	116.73
610-00-57570-000-931	Water Telephone/Fax	154.06	1,339.06	0.00	-1,339.06	0.00
610-00-57570-000-933	Water Transportation	0.00	6,837.36	10,000.00	3,162.64	68.37
610-00-57570-000-935	Water Maintenance of Plant	126.84	1,131.96	500.00	-631.96	226.39
610-00-57570-001-926	Health Ins	0.00	27,039.51	36,053.00	9,013.49	75.00
610-00-57570-002-926	FSA Contribution	207.60	2,187.22	2,733.00	545.78	80.03
610-00-57570-003-926	Dental Insurance	0.00	2,025.74	2,387.00	361.26	84.87
610-00-57570-004-926	Vision Insurance	0.00	626.90	725.00	98.10	86.47
610-00-57570-005-926	WIS Retirement	1,233.95	12,814.35	14,947.00	2,132.65	85.73
610-00-57570-006-926	Training, Travel	0.00	1,757.26	0.00	-1,757.26	0.00
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	Water	20,951.35	292,821.86	356,279.00	63,457.14	82.19
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620-00-57310-000-820	Supervision & Labor	0.00	0.00	86,655.00	86,655.00	0.00
620-00-57310-000-821	Power & Fuel for Pumping	7,181.17	71,000.30	98,500.00	27,499.70	72.08

Account Number		2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
620-00-57310-000-822	Power & Fuel for Aeration Equ	31.18	88.38	0.00	-88.38	0.00
620-00-57310-000-823	Chlorine	0.00	0.00	0.00	0.00	0.00
620-00-57310-000-824	Phosphorous Removal Chemicals	0.00	47,975.21	0.00	-47,975.21	0.00
620-00-57310-000-825	Sludge Conditioning Chemicals	0.00	0.00	0.00	0.00	0.00
620-00-57310-000-826	Other Chemicals for Sewer Trea	0.00	0.00	0.00	0.00	0.00
620-00-57310-000-827	Other Operating Supplies/Exp	565.16	6,364.12	12,000.00	5,635.88	53.03
620-00-57310-000-828	Transportation	0.00	6,887.00	10,500.00	3,613.00	65.59
620-00-57310-000-829	Rents	0.00	0.00	0.00	0.00	0.00
620-00-57320-000-831	Maint Sewage Collection System	1,837.95	22,461.33	85,250.00	62,788.67	26.35
620-00-57320-000-832	Maint Collection Pumping Equip	7.09	8,357.09	0.00	-8,357.09	0.00
620-00-57320-000-833	Maint of T&D Plant Equip	0.00	9,024.24	10,650.00	1,625.76	84.73
620-00-57320-000-834	Maint Of Plant,Structures,Equi	160.00	3,148.17	13,250.00	10,101.83	23.76
620-00-57320-000-835	Sludge Removal	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-840	Billing.Collecting,& Acctg	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-841	Flat Rate Inspections	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-842	Meter Reading	0.00	0.00	0.00	0.00	0.00
620-00-57330-000-843	Uncollectible Accounts	0.00	0.00	0.00	0.00	0.00
620-00-57340-000-850	Sewer Salary/Wage	10,563.10	110,801.96	52,529.00	-58,272.96	210.93
620-00-57340-000-851	Office Supplies/Expenses	517.55	7,995.63	21,350.00	13,354.37	37.45
620-00-57340-000-852	Hired/Contractual Services	1,500.00	9,326.80	9,875.00	548.20	94.45
620-00-57340-000-853	Insurance-Property & Liability	0.00	13,208.00	13,208.00	0.00	100.00
620-00-57340-000-854	Sewer FICA/Medicare	787.51	8,350.81	11,864.00	3,513.19	70.39
620-00-57340-000-855	Sewer Regulatory Commission	0.00	3,908.47	7,500.00	3,591.53	52.11
620-00-57340-000-856	Sewer Miscellaneous	25.00	307.81	1,500.00	1,192.19	20.52
620-00-57340-000-857	Rent Expense	0.00	0.00	0.00	0.00	0.00
620-00-57340-000-931	Sewer Telephone/Fax	154.07	1,342.69	0.00	-1,342.69	0.00
620-00-57340-001-854	Health Ins	0.00	27,039.51	48,952.00	21,912.49	55.24
620-00-57340-002-854	FSA Contribution	207.56	2,187.20	3,667.00	1,479.80	59.65
620-00-57340-003-854	Dental Ins	0.00	2,025.65	3,223.00	1,197.35	62.85
620-00-57340-004-854	Vision Ins	0.00	626.90	968.00	341.10	64.76
620-00-57340-005-854	WIS Retirement	1,246.46	13,201.96	17,990.00	4,788.04	73.38
620-00-57340-006-854	Training, Travel, Education	309.00	1,259.31	0.00	-1,259.31	0.00
620-00-57390-000-403	Depreciation	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-404	Amor of Limited Term Utili Pla	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-405	Amor of other Utility Plant	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-406	Amor of Utility Plant Acq Adj	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-407	Amor of Property Losses	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-408	Taxes	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-425	Miscell Amortization	0.00	0.00	0.00	0.00	0.00
620-00-57390-000-426	Other Income Deductions	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-427	Interest on Long term Debt	30,440.86	175,721.03	275,561.57	99,840.54	63.77
620-00-58200-000-428	Amorti of Debt Disct & Exp	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-429	Amor of Prem on Debt - Cr	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-430	Interest on Debt to Municipali	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-431	Other Interest	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-432	Intrst Chrgd to Construction-Cr	0.00	0.00	0.00	0.00	0.00
Sewer		55,533.66	552,609.57	784,992.57	232,383.00	70.40
100-00-55300-110-000	Sum Rec Salary/Wages	0.00	29,049.82	36,000.00	6,950.18	80.69
100-00-55300-130-000	Sum Rec FICA/Medicare	0.00	2,176.63	2,754.00	577.37	79.04
100-00-55300-220-000	Sum Rec Transportation	0.00	5,271.69	6,700.00	1,428.31	78.68

Custom Budget Comparison - Detail
Council Report

Account Number		2012 October	2012 Actual 10/23/2012	2012 Budget	Budget Status	% of Budget
100-00-55300-224-000	Sum Rec Telephone/Fax	5.79	156.96	200.00	43.04	78.48
100-00-55300-310-000	Sum Rec Office Supplies	0.00	447.71	550.00	102.29	81.40
100-00-55300-330-000	Sum Rec Educ/Trng/Travel	0.00	760.38	1,000.00	239.62	76.04
100-00-55300-390-000	Sum Rec Miscellaneous	0.00	1,224.91	2,000.00	775.09	61.25
100-00-55300-395-000	Sum Rec Arts/Crafts	0.00	155.11	500.00	344.89	31.02
100-00-55300-396-000	Sum Rec Softball/Baseball	0.00	589.11	750.00	160.89	78.55
100-00-55300-397-000	Sum Rec Tennis	0.00	53.12	550.00	496.88	9.66
100-00-55300-398-000	Sum Rec Golf	0.00	577.00	850.00	273.00	67.88
100-00-55300-399-000	Sum Rec Special Events	0.00	1,130.94	500.00	-630.94	226.19
100-00-55300-814-000	Sum Rec Baseball Equip/Uniform	0.00	4,058.53	4,300.00	241.47	94.38
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	Summer Rec	5.79	45,651.91	56,654.00	11,002.09	80.58
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	Total Expenses	222,237.20	2,785,086.97	3,786,044.57	1,000,957.60	73.56
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Net Totals		-222,237.20	-2,785,086.97	-3,786,044.57	-1,000,957.60	73.56



MEMO

To: City of Mauston – Common Council
From: Nathan Thiel, City Administrator
Subject: 2013 General Fund Budget Summary
Date: October 23, 2012

Going into 2013, the City of Mauston remains in sound financial standing. The City can maintain its current Tax Levy constant and still conservatively budget for \$78K increase in total revenues at \$3,912,231 compared to last year's budget of \$3,833,397. The largest impact to revenues this year was in Shared Revenue. The increase was not due to an increase in State benevolence, but rather was the result of the City qualifying this year for the Expenditure Restraint Program. If you will recall the City fell short of qualifying last year, and saw an equivalent decrease. Most other changes in revenues are minor.

The City anticipates a total reduction in expenditures at \$31,372 with no reduction in services. The bulk of the decrease is in Non-Operating Expenditures. The \$43K under contributions is largely the reduction in contribution to the equipment fund due to the anticipated carry-over from remaining contingency funds this year. The \$30K decrease in Contributions to Others represents the funding budgeted for GMADC. At this time it does not appear that there will be a future need for that funding. Changes in salaries are reflective of a 2.00% increase wages as outlined in Union Contracts. After discussion of performance with the Personnel Committee, there is an additional increase to the Zoning Administrator's wage to more adequately reflect comparisons within and outside the organization. Any increases in benefit costs were for the most part zeroed out by the increase to 10% employee participation in insurance premiums. The only other significant change was a \$4K adjustment to Summer Recreation Program salary. After looking at actual costs and projecting out the costs of current employees at next year's rates, \$32K more accurately reflected Summer Recreation's need.

Increases in costs to operating expenditures aside from personnel were modest. The change in Professional Service, Contractual Service, and Supplies under the Gen Government totals \$3K. The largest increase was due to increased needs for building maintenance. The \$3K increase under the Police Department is reflective of K-9 unit expenses. Please note that the City anticipates and budgeted an equivalent amount in revenues under donations. That cost should have net impact on the budget. Finally the \$17K increase in PW more accurately reflects supplies and fuel costs.

The net result of revenues to expenditures is a surplus of \$109,363. With this surplus the Finance Committee is considering two operating budget request items (Veteran's Park Dugouts and Website Video Access). The total impact of those two requests is \$15,248. There are also three personnel requests that are under current consideration. The two impacting the Police Department as currently proposed should have no impact on the General Fund Budget. Personnel Committee is still working on the Administrative request. We will plan to have a Council Budget Workshop immediately following the first Council Meeting in November. The Public Hearing will be the second meeting in November.

**CITY OF MAUSTON
GENERAL FUND
SUMMARY SCHEDULE OF REVENUES AND EXPENDITURES**

	FY09 Actual	FY10 Actual	FY11 Actual	FY12 Budget	FY12 Projected	Proposed Change	FY13 Budget
REVENUES							
Taxes							
Property Taxes	\$ 1,508,161	\$ 1,551,646	\$ 1,647,619	\$ 1,654,168	\$ 1,654,168	\$ -	\$ 1,654,168
Payment in Lieu of Taxes	122,546	135,363	125,981	122,000	122,000	3,715	125,715
Special Assessments	67,511	82,731	140,410	61,084	61,084	27,672	88,756
Other Taxes	-	-	328	-	-	-	-
Total Taxes	1,698,218	1,769,740	1,914,338	1,837,252	1,837,252	31,387	1,868,639
Intergovernmental Revenue							
Shared Revenue	1,071,342	1,124,801	1,127,511	1,020,507	1,020,507	75,241	1,095,748
Transportation Aid	465,052	443,502	425,109	389,191	389,191	(33,269)	355,922
Other State Aid	92,176	36,748	29,004	27,584	27,584	(6,484)	21,100
Municipal Service Payments	79,668	105,410	104,742	97,312	97,312	4,325	101,637
Total Intergovernmental Revenue	1,708,239	1,710,461	1,686,365	1,534,594	1,534,594	39,813	1,574,407
Licenses & Permits							
License	11,355	11,366	10,651	10,000	10,000	150	10,150
Franchise Fees	25,729	25,526	24,965	25,000	25,000	-	25,000
Building Permits	24,754	25,411	14,962	11,500	11,500	13,000	24,500
Other Permit Fees	941	451	821	24,473	24,473	(22,673)	1,800
Total Licenses & Permits	62,779	62,753	51,398	70,973	70,973	(9,523)	61,450
Charges for Service							
Admin	16,209	18,501	16,580	3,000	3,000	(3,000)	-
Police	693	439	2,389	500	500	-	500
Fire	142,736	128,185	139,675	104,747	104,747	6,338	111,085
Public Works	8,885	11,480	5,280	13,800	13,800	(1,800)	12,000
Garbage	139,292	145,503	160,387	154,706	154,706	5,294	160,000
Summer Rec	12,258	12,571	11,765	12,000	12,000	-	12,000
Total Charges for Service	320,073	316,679	336,076	288,753	288,753	6,832	295,585
Fines & Forfeitures							
Court	18,607	17,669	17,585	40,000	30,000	(250)	39,750
Police	9,600	8,690	10,205	10,000	10,000	-	10,000
Total Fines & Forfeitures	28,207	26,359	27,790	50,000	40,000	(250)	49,750
Miscellaneous							
Interest Income	48,559	50,552	49,552	18,500	18,500	7,000	25,500
Rent	13,008	19,905	28,779	25,500	25,500	-	25,500
Other	12,311	25,090	18,105	7,825	7,825	3,575	11,400
Sale of Property	-	1,200	56,673	-	75,000	-	-
Total Miscellaneous	73,877	96,747	153,108	51,825	126,825	10,575	62,400
TOTAL REVENUES	3,891,394	3,982,740	4,169,075	3,833,397	3,898,397	78,834	3,912,231

**CITY OF MAUSTON
GENERAL FUND
SUMMARY SCHEDULE OF REVENUES AND EXPENDITURES**

	FY09 Actual	FY10 Actual	FY11 Actual	FY12 Budget	FY12 Projected	Proposed Change	FY13 Budget
EXPENDITURES							
General Government							
Salary	255,192	229,394	237,544	255,142	255,142	6,894	262,036
Benefit	136,059	153,922	156,335	126,082	126,082	1,393	127,475
Professional Service	99,561	98,214	77,318	69,420	69,420	430	69,850
Contractual Service	45,004	50,786	53,454	47,940	47,940	(5,540)	42,400
Supplies	34,514	34,889	31,233	42,140	42,140	8,180	50,320
Total General Government	570,330	567,204	555,884	540,724	540,724	11,357	552,081
Police							
Salary	461,511	497,024	499,541	503,655	503,655	12,080	515,735
Benefit	243,122	281,344	290,117	240,535	240,535	(1,203)	239,332
Professional Service	10,919	6,723	12,415	11,500	11,500	-	11,500
Contractual Service	16,298	26,392	24,979	25,695	25,695	-	25,695
Supplies	36,851	42,231	46,416	40,643	40,643	3,000	43,643
Total Public Safety - Police	768,701	853,714	873,467	822,028	822,028	13,877	835,905
Fire							
Salary	80,142	67,748	68,354	76,000	76,000	-	76,000
Benefit	9,933	10,107	10,915	11,900	11,900	-	11,900
Professional Service	425	727	30	380	380	(30)	350
Contractual Service	12,450	12,856	15,030	17,250	17,250	(2,050)	15,200
Supplies	32,413	33,994	33,334	34,400	34,400	2,080	36,480
Total Public Safety - Fire	135,363	125,432	127,662	139,930	139,930	-	139,930
Public Works							
Salary	231,431	194,389	250,551	248,379	248,379	4,314	252,693
Benefit	109,864	121,261	147,177	119,587	119,587	(1,461)	118,126
Professional Service	4,591	859	1,648	3,000	3,000	-	3,000
Contractual Service	356,815	360,511	378,673	383,200	383,200	5,025	388,225
Supplies	304,240	154,327	191,770	142,550	142,550	12,700	155,250
Total Public Works	1,006,941	831,347	969,820	896,716	896,716	20,578	917,294
Summer Recreation							
Salary	33,317	31,456	30,164	36,000	28,000	(4,000)	32,000
Benefit	2,549	2,238	2,190	2,754	2,000	(330)	2,424
Contractual Service	5,093	4,378	4,263	6,700	6,700	(1,000)	5,700
Supplies	10,734	10,695	10,442	11,200	11,200	1,000	12,200
Total Summer Recreation	51,692	48,766	47,058	56,654	47,900	(4,330)	52,324
Planning & Zoning							
Salary	31,434	30,693	30,721	31,603	31,603	1,570	33,173
Benefit	25,699	27,790	28,478	21,578	21,578	477	22,055
Professional Service	6,828	5,036	3,891	1,700	1,700	-	1,700
Contractual Service	21,299	24,617	12,173	19,550	19,550	-	19,550
Supplies	1,303	1,772	632	3,160	3,160	-	3,160
Total General Government	86,563	89,908	75,895	77,591	77,591	2,047	79,638
Operating Expenditures	2,619,589	2,516,371	2,649,786	2,533,643	2,524,889	43,529	2,577,172

**CITY OF MAUSTON
GENERAL FUND
SUMMARY SCHEDULE OF REVENUES AND EXPENDITURES**

	FY09 Actual	FY10 Actual	FY11 Actual	FY12 Budget	FY12 Projected	Proposed Change	FY13 Budget
<i>Non-Operational</i>							
Fixed Cost	315,569	310,001	325,140	320,501	320,501	3,910	324,411
Debt Service	318,670	298,795	292,624	274,836	274,836	(7,573)	267,263
Contributions	398,907	388,965	430,050	534,314	534,314	(43,302)	491,012
Contributions to Others	93,931	79,931	76,530	95,010	95,010	(30,000)	65,010
Contingency	21,732	178,276	20,438	75,936	35,000	2,064	78,000
Non-Operating Expenditures	1,148,810	1,255,968	1,144,782	1,300,597	1,259,661	(74,901)	1,225,696
TOTAL EXPENDITURES	\$ 3,768,399	\$ 3,772,340	\$ 3,794,569	\$ 3,834,240	\$ 3,784,550	\$ (31,372)	\$ 3,802,868
<i>Revenues over Expenditures</i>	122,994	210,401	374,206	(843)	113,847	110,206	109,363
Unassigned Fund Balance	2,099,942	2,310,343	2,684,549	2,683,706	2,798,396		2,907,759
Ratio - Fund Balance:Expenditures	56%	61%	71%	70%	74%		76%

2013 BUDGET REQUESTS SUMMARY

Department	Description	One-time Capital Cost	2012 Revenue	2012 Operational Costs	Net Start-up Costs
PW-Parks	Mosquito Control Equipment	14,072	-	3,400	17,472
PW-Parks	Veterans Park Dugouts	14,000	-	-	14,000
Admin-PEG	Video Access on Website	-	-	1,248	1,248
Total General Fund Requests		28,072	-	4,648	15,248
PW-Water	GIS	10,000	-	-	10,000
Total Water Fund Requests		10,000	-	-	10,000
PW-Sewer	GIS	10,000	-	-	10,000
Total Sewer Fund Requests		10,000	-	-	10,000

Personnel Requests

PD LT Jackson Retirement
 PD 2 Working Lieutenant Positions
 Admin Additional Staff

Capital Improvement Plan

TIF Eligible Projects	Funding Source	2012	2013	2014	2015	Total
Hwy 82 DOT Project (City Share)	TIF3	455,000				455,000
Hwy 82 Pedestrian Improvements	TIF3	599,059				599,059
Mansion St & Riverside Park Improvements	TIF3/Grant	108,920	1,900,000			2,008,920
Beach St Homes	TIF3/Grant		515,000			515,000
River Walk and Pedestrian Bridge	TIF3		195,000	1,105,000		1,300,000
Kennedy St Extension	TIF3			80,000	650,000	730,000
Total Annual Costs		1,162,979	2,610,000	1,185,000	650,000	5,607,979
TIF Funding Ancillary Sources		2012	2013	2014	2015	Total
TIF Financed Funding		3,250,000	-	-	-	3,250,000
Grant Funding						
Stewardship Grant		-	316,000	500,000	-	816,000
Recreational Boating Facility Grant		-	166,000	-	-	166,000
Municipal Flood Control Grant		-	360,500	-	-	360,500
Local Road Improvement Program		-	141,000	-	-	141,000
Total Grant Funding		-	983,500	500,000	-	1,483,500
Total TIF Project Funding Sources		3,250,000	983,500	500,000	-	4,733,500
Remaining Ancillary Funds		2,087,021	460,521	(224,479)	(874,479)	
TIF Fund Balances						
TIF 2 Fund Balance		507,241	507,241	507,241	507,241	2,028,964
TIF 3 Fund Balance		1,387,524	677,348	677,348	677,348	3,419,568
Total TIF Fund Balance		1,894,765	1,184,589	1,184,589	1,184,589	5,448,532
Remaining Spendable TIF Funds		3,981,786	5,626,896	6,587,006	6,897,116	

Other Capital Projects	Funding Source	2012	2013	2014	2015	Total
Ball Field Dugouts	GF		14,000			
Redesignation DOT Project (City Share)	GF		662,143			662,143
Redesignation DOT Project (City Share)	W/S		73,412			73,412
Hwy 12/16 DOT Project (City Share)	GF			57,500	466,250	523,750
Hwy 12/16 DOT Project (City Share)	W/S			40,000	400,000	440,000
		-	749,555	97,500	866,250	1,699,305
		1,162,979	3,359,555	1,282,500	1,516,250	7,307,284
Fund Balances						
General Fund Spendable		1,078,910	113,000	-	-	1,191,910
General Fund Non Spendable		1,153,363	-	-	-	1,153,363
General Fund Restricted/Assigned		452,276	(75,000)	-	-	377,276
Total General Fund Balance		2,684,549	38,000	-	-	2,722,549
Water Fund Cash Equivalents		1,024,392	-	-	-	1,024,392
Sewer Fund Cash Equivalents		2,376,924	-	-	-	2,376,924

Watch Out for these Symbols

Hold the mouse pointer over the symbol to view the message. Click on the symbol to see if more information is available.

 Help is available for the field.

 There is a warning or caution about the field.

 Something is wrong with the field. All error messages must be fixed before the form can be submitted.

2012 MUNICIPAL LEVY LIMIT WORKSHEET

Wisconsin Department Of Revenue

You may provide the Municipality either by entering the 5-digit Municipality code, or by selecting the municipality type and entering the county and municipality names. You must be connected to the Internet while you enter this information or the form will be unable to pre-populate.

Year <input type="text" value="2012"/>	Report Type <input type="text" value="ORIGINAL"/>	CoMuni Code <input type="text" value="29251"/>	Muni Type <input type="text" value="CITY"/>	Account Number <input type="text" value="0813"/>
			Municipality <input type="text" value="MAUSTON"/>	
			County <input type="text" value="JUNEAU"/>	

Responsible Officer	NATHAN THIEL
Phone Number	(608) 847-6676
E-mail Address	NTHIEL@MAUSTON.COM

Determination of Allowable 2012 Payable 2013 Levy for Municipalities

1	2011 payable 2012 actual levy (not including tax increment) NOTE: Town village or city taxes do not include county or state special charges for purposes of calculating levy limits.	1,654,169
2	Exclude prior year levy for unreimbursed expenses related to an emergency declared under sec. 323.10, Wis. Stats.	0
3	Exclude 2011 levy for new general obligation debt authorized after July 1, 2005	0
4	2011 payable 2012 adjusted actual levy (Line 1 minus lines 2 and 3)	1,654,169
5	0.00% growth plus terminated TID% (<u> 0 </u>) applied to 2011 adjusted actual levy	1,654,169
6	Net new construction % (<u>0,377</u>) + terminated TID% (<u> 0 </u>) applied to 2011 adjusted actual levy	1,660,405
7	Larger of line 5 or line 6. This is your 2012 levy limit before adjustments	1,660,405
8	Total adjustments from page 2	0
9	2012 payable 2013 allowable levy. (Sum of Lines 7 and 8)	1,660,405
10	Higher levy approved by Special Resolution at a Special Meeting of Town Electors in a Town under 2,000 population	

Adjustment for previous year's unused levy (sec. 66.0602(3)(f)2., Wis. Stats.)

1	Previous year's allowable levy	1,654,168
2	Previous year's actual levy	1,654,168
3	Previous year's unused levy (Line 1 minus Line 2)	0
4	Previous year's actual levy <u>1,654,168</u> x .005	8,271
5	Allowable increase (Lesser of Line 3 or Line 4)	0

Adjustments to Levy Limit

A	Increase for unused levy from previous year (see line 5 above). This adjustment may only be taken if approved per sec. 66.0602(3)(f)3.a., b. or c., Wis. Stats. <i>(add)</i>
B	Decrease in 2012 payable 2013 debt service levy as compared to 2011 payable 2012 debt service levy for debt authorized prior to July 1, 2005. <i>(subtract)</i>
C	Increase in 2012 payable 2013 debt service over 2011 payable 2012 debt service for debt authorized prior to July 1, 2005. Sec. 66.0602(3)(d)1, Wis. Stats. <i>(add)</i>
D	Increase for town, village or city's share of refunded or rescinded taxes certified under sec. 74.41(5), Wis. Stats. <i>(add)</i>
E	Debt service for general obligation debt authorized after July 1, 2005. Sec. 66.0602(3)(d)2, Wis. Stats. <i>(add)</i>
F	Increase in 2012 payable 2013 levy approved by a referendum. Sec. 66.0602(4) <i>(add)</i>
G	Amount levied in 2012 to pay unreimbursed expenses related to an emergency declared under sec. 323.10, Wis. Stats. <i>(add)</i>
H	<input type="text"/> in costs associated with an intergovernmental cooperation agreement. Sec. 66.0602(3)(i)1 & 2, Wis. Stats.
I	Adjustment to 2012 payable 2013 levy for increase in charges assessed by a joint fire department if the increase meets requirements of sec. 66.0602(3)(h), Wis. Stats <i>(add)</i>
J	Adjustment to 2012 payable 2013 levy for transfer of services during 2012 to other governmental units. Sec. 66.0602(3)(a), Wis. Stats. <i>(subtract)</i>
K	Adjustment to 2012 payable 2013 for transfer of services during 2012 from other governmental units. Sec. 66.0602(3)(b), Wis. Stats. <i>(add)</i>
L	Adjustment to 2012 payable 2013 levy for annexation of land during 2012 by a city or village. Sec. 66.0602(3)(c), Wis. Stats. <i>(Town subtract this amount)</i>
M	Adjustment to 2012 payable 2013 levy for annexation of land during 2012 from a town. Sec. 66.0602(3)(c), Wis. Stats. <i>(Village or City add this amount)</i>
N	Lease payment for lease revenue bond issued before July 1, 2005. Sec. 66.0602(3)(d)4, Wis. Stats. <i>(add)</i>
O	Levy for shortfall for debt service on revenue bond issued under sec. 66.0621, Wis. Stats. Sec. 66.0602(3)(e)5, Wis. Stats. <i>(add)</i>
P	Increase in levy for shortfall in general fund due to loss of revenue from the sale of water or other commodity to a manufacturer that has discontinued operations. Sec. 66.0602(3)(j).
Q	Total adjustments <i>(Sum of Lines A through P. Also enter on line 8, page 1)</i> 0

Ready to Submit

Have you confirmed the form is complete, correct, and ready to submit?

If so, select "YES" and press SUBMIT.

TIP: You can check for errors by selecting "NO" and pressing SUBMIT.

YES NO

Submission

ERROR - Your form submission was not successful. Please make sure you are connected to the Internet. If you are connected to the Internet, you should save your form to your computer or other storage device and resubmit at a later time.

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	1,660,405	1,654,168	1,566,163
Change in Levy	N/A	6,237	-	(88,005)
% Change	N/A	0.38%	0.00%	-5.32%
Interim Rate*	0.009436853	0.010004706	0.009967125	0.009436853
Change in Rate/\$1000	N/A	0.57	0.53	-
% Change	N/A	6.02%	5.62%	0.00%

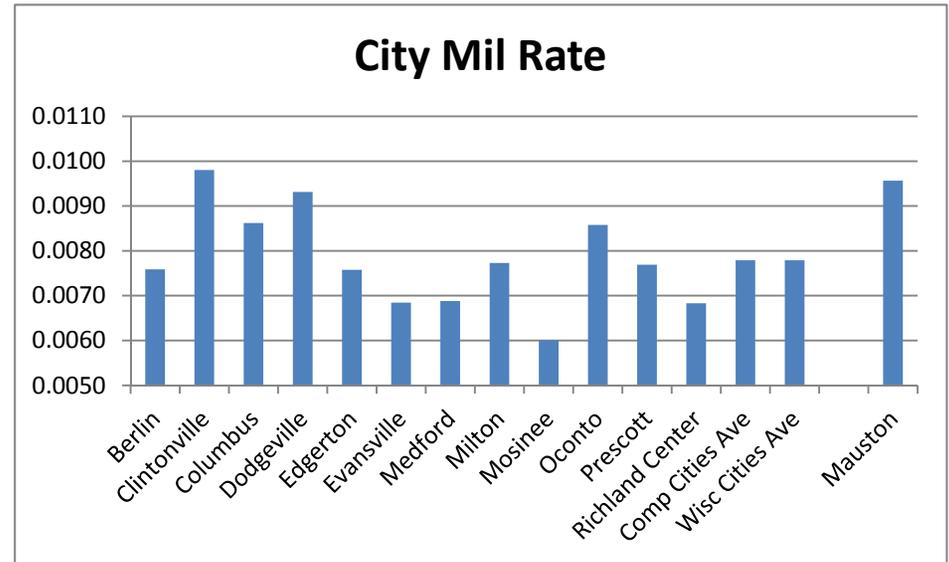
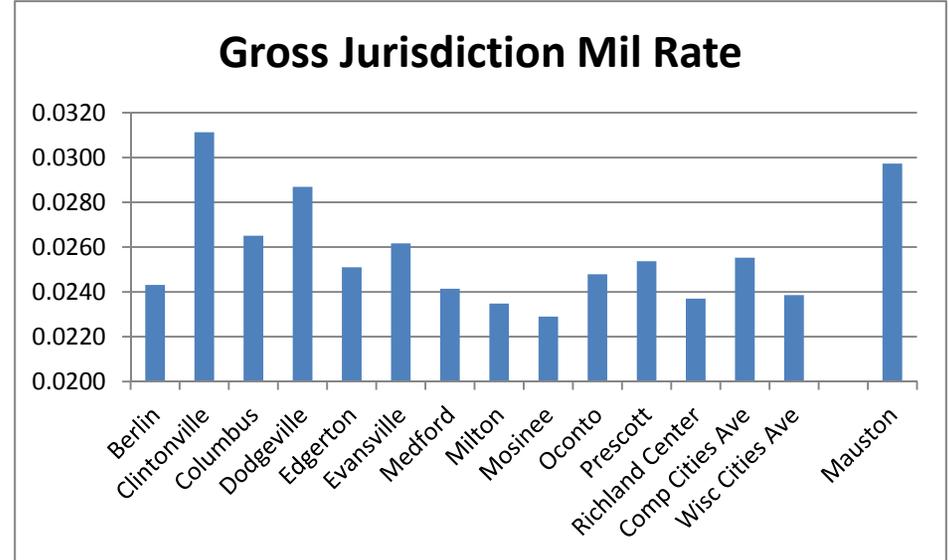
City Tax Levy Historical Trend	2008	2009	2010	2011	2012
Mil Rate	0.008162881	0.008365559	0.00871043	0.00956738	0.009436853
Per 1000	8.16	8.37	8.71	9.57	9.44
Change in Rate/\$1000	0.07	0.20	0.34	0.86	(0.13)
% Change	0.84%	2.48%	4.12%	9.84%	-1.36%

*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	City Mill Rate
Berlin	0.0243	0.0229	0.0076
Clintonville	0.0311	0.0296	0.0098
Columbus	0.0265	0.0254	0.0086
Dodgeville	0.0287	0.0271	0.0093
Edgerton	0.0251	0.0237	0.0076
Evansville	0.0262	0.0244	0.0068
Medford	0.0241	0.0231	0.0069
Milton	0.0235	0.0223	0.0077
Mosinee	0.0229	0.0214	0.0060
Oconto	0.0248	0.0233	0.0086
Prescott	0.0254	0.0236	0.0077
Richland Center	0.0237	0.0223	0.0068
<i>Comp Cities Ave</i>	<i>0.0255</i>	<i>0.0241</i>	<i>0.0078</i>
<i>Wisc Cities Ave</i>	<i>0.0239</i>	<i>0.0223</i>	<i>0.0078</i>
<hr/>			
<i>Mauston</i>	<i>0.0297</i>	<i>0.0281</i>	<i>0.0096</i>
Diff to Comps	0.0042	0.0040	0.0018

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
Net Gross Mil Rate	0.02941



CEMETERY FUND

SUMMARY SCHEDULE OF REVENUES AND EXPENDITURES

	FY12 Budget	FY12 Projected	FY12-13 Proposed Change	FY13 Budget
REVENUES				
Lot Sales	\$ 3,000	\$ 4,165	\$ 1,080	\$ 4,080
Internment	1,000	4,600	3,500	4,500
Other Revenue	-	1,024	500	500
Interest Income	2,000	3,974	(500)	1,500
Operating Revenues	6,000	13,763	4,580	10,580
City Contribution	22,000	22,000	-	22,000
TOTAL REVENUES	28,000	35,763	4,580	32,580
EXPENDITURES				
Salary	24,000	12,000	(5,000)	19,000
Benefit	2,000	900	(500)	1,500
Contractual Service	-	1,750	1,850	1,850
Professional Service	1,200	40	(1,100)	100
Supplies	4,300	12,464	2,200	6,500
Operating Expenditures	31,500	27,154	(2,550)	28,950
Capital Outlay	-	-	3,280	3,280
Fixed Cost	500	347	(150)	350
Non-Operating Expenditures	500	347	3,130	3,630
TOTAL EXPENDITURES	\$ 32,000	\$ 27,501	\$ 580	\$ 32,580
<i>Net Revenues over Expenditures</i>	<i>(4,000)</i>	<i>8,262</i>	<i>4,000</i>	<i>-</i>
Cemetery Fund Reserve Balanace	970	9,232		9,232
Ratio - Fund Balance:Expenditures		34%		32%

**CITY OF MAUSTON
ROOM TAX FUND
SUMMARY SCHEDULE OF REVENUES AND EXPENDITURES**

	FY10 Actual	FY11 Actual	FY12 Budget	FY12 Projected	Proposed Change	FY13 Budget
REVENUES						
Taxes - City Share	\$ 23,501	\$ 22,393	\$ 21,000	\$ 21,000	\$ -	\$ 21,000
Administrative Revenues	23,501	22,393	21,000	21,000	-	21,000
Taxes - Committee Share	89,668	89,571	84,000	84,000	-	84,000
Pumpkin Bash Revenue	12,129	10,402	6,000	6,000	-	6,000
Advertising Sales	-	15,000	6,000	6,000	4,000	11,000
Miscellaneous	90	-	-	5,000	-	-
Program Revenues	101,887	114,973	96,000	101,000	4,000	101,000
TOTAL REVENUES	125,388	137,366	117,000	122,000	4,000	122,000
EXPENDITURES						
Personnel Contribution	18,000	20,000	20,000	19,100	(900)	19,100
Capital Contribution	-	-	-	-	-	-
Miscellaneous	7,991	755	6,600	6,600	(4,700)	1,900
Administrative Expenditures	25,991	20,755	26,600	25,700	(5,600)	21,000
Marketing	31,105	69,023	60,064	60,064	(1,400)	58,664
Pumpkin Bash	61,297	51,485	26,627	26,627	(627)	26,000
Event Support	9,742	8,548	10,000	10,000	-	10,000
Capital	76,615	24,053	11,750	11,750	(6,123)	5,627
Miscellaneous	3,199	135	200	200	509	709
Program Expenditures	181,958	153,244	108,641	108,641	(7,641)	101,000
TOTAL EXPENDITURES	\$ 207,949	\$ 174,000	\$ 135,241	\$ 134,341	\$ (13,241)	\$ 122,000
<i>Net Revenues over Expenditures</i>	<i>(82,561)</i>	<i>(36,634)</i>	<i>(18,241)</i>	<i>(12,341)</i>	<i>17,241</i>	<i>-</i>
Room Tax Fund Reserve Balanace	73,686	37,052	18,811	24,711		24,711
Ratio - Fund Balance:Expenditures	40%	24%	17%	23%		24%

**CITY OF MAUSTON
TAXI FUND
SUMMARY SCHEDULE OF REVENUES AND EXPENDITURES**

	FY10 Actual	FY11 Actual	FY12 Budget	FY12 Projected	Proposed Change	FY13 Budget
REVENUES						
Federal & State Aid	\$ 125,937	\$ 140,964	\$ 126,130	\$ 126,130	20,288	\$ 146,418
City Contribution	8,701	15,150	13,617	13,617	1,352	14,969
Equipment Sales	-	10,550	-	-	-	-
TOTAL REVENUES	134,638	166,664	139,747	139,747	21,640	161,387
EXPENDITURES						
Operating Expenditures	122,295	120,381	152,090	152,090	(22,755)	129,335
Capital	-	35,733	-	-	38,340	38,340
TOTAL EXPENDITURES	122,295	156,114	152,090	152,090	15,585	167,675
<i>Net Revenues over Expenditures</i>	<i>12,343</i>	<i>10,550</i>	<i>(12,343)</i>	<i>(12,343)</i>	<i>6,055</i>	<i>(6,288)</i>
Taxi Fund Reserve Balanace	12,343	22,893	10,550	10,550		4,262
Ratio - Fund Balance:Expenditures	10%	15%	15%	7%		3%

**PLAN
COMMISSION
ITEMS**

Proposed Timeline:	
Plan Comm Recommendation	10/2/12
Council – 1 st reading	10/9/12
2 nd read & adopt	10/23/12

Ordinance No. 2012-1052

**ORDINANCE ADOPTING THE NEW
MAUSTON FLOODPLAIN ZONING ORDINANCE**

WHEREAS, the Wisconsin Department of Natural Resources has asked Mauston to revised its ordinance to meet new state and federal regulations; and

WHEREAS, the City has received, reviewed, and adapted a “model ordinance” prepared by the DNR to meet Mauston’s needs; and

WHEREAS, the Plan Commission has recommended the adoption of the attached Ordinance; and

WHEREAS, a copy of the new Ordinance has been available for public inspection not less than two weeks before the enactment of this Ordinance;

NOW, THEREFORE, the Common Council of the City of Mauston, on motion duly made and seconded, does hereby ordain as follows:

1. **Adoption:** Pursuant to Section 66.0103 Wis. Stats, the existing Floodplain Zoning Ordinance found in Chapter 24 of the Mauston Code of Ordinances is hereby repealed, and the new Floodplain Zoning Ordinance, which has been presented to the Common Council this date and which has been on file and open to public inspection in the office of the City Clerk for a period of not less than two weeks prior hereto, is hereby adopted and enacted as the new Mauston Floodplain Zoning Ordinance, in Chapter 24 of the Mauston Code of Ordinances, subject to the following terms and conditions.
2. **Exceptions:** The repeal of the old Floodplain Zoning Ordinance shall not affect the following:
 - (a) Any offence or act committed, or penalty or forfeiture incurred, or contract or right established or accruing before the effective date of this new Ordinance.
 - (b) Any ordinance or resolution promising or guaranteeing the payment of money by or to the City, or any contract or obligation assumed by or made with the City.
 - (c) Any resolution not in conflict or inconsistent with provisions of the new Ordinance.

- (d) Any license, permit, lease, or other right granted to or received by the City or a private property owner prior to the effective date of the new Ordinance.
- (e) Any prior acts or resolutions of the City of Mauston, committed under or pursuant to the old Ordinance.

3. **Effective Date:** This Ordinance shall become effective upon publication.

4. **Enforcement of Repealed Ordinance:** Nothing herein shall be construed to limit or prevent the City from enforcing, after the effective date of the new Ordinance, any violation of the repealed Ordinance which was committed prior to the effective date of the new Ordinance adopted herein. Furthermore, nothing herein shall be construed to limit or prevent the City from enforcing any resolution, contract, or other agreement which was duly and properly created under the old Ordinance. Adoption of this new Ordinance shall not constitute a waiver or forgiveness of any violation of previous ordinances, resolutions, or contracts, nor shall it cause any such prior violations to become permitted or grandfathered, regardless of whether such violations were known or unknown, discovered or discoverable, by the City prior to the effective date of the new Ordinance.

Introduced and adopted this _____ day of _____, 2012.

APPROVED:

ATTEST:

Brian T. McGuire, Mayor

Nathan Thiel, City Administrator

- Date of Plan Commission Review _____
- Date of Plan Commission Recommendation _____
- Date of Readings: _____ and _____
- Dates Available for Public Inspection _____ through _____
- Date of Adoption: _____
- Votes: _____ ayes _____ nays _____ abstentions
- Date of Publication: _____

Chapter 24

Floodplain Ordinance

Article 1: General Provisions.....	24-3
24.101 Statutory Authorization.....	24-3
24.102 Finding of Fact.....	24-3
24.103 Statement of Purpose.....	24-3
24.104 Title.....	24-3
24.105 General Provisions.....	24-3
(1) Areas to be Regulated.....	24-3
(2) Official Maps & Revisions.....	24-4
(3) Establishment of Floodplain Zoning Districts.....	24-4
(4) Locating Floodplain Boundaries.....	24-4
(5) Removal of Lands from Floodplain.....	24-5
(6) Compliance.....	24-5
(7) Municipalities and State Agencies Regulated.....	24-5
(8) Abrogation and Greater Restrictions.....	24-5
(9) Interpretation.....	24-5
(10) Warning and Disclaimer of Liability.....	24-6
(11) Severability.....	24-6
(12) Annexed Areas.....	24-6
24.106 Reserved for Future Use.....	24-6
Article 2: General Standards Applicable to All Floodplain Districts.....	24-7
24.200 General Development Standards.....	24-7
24.201 Hydraulic and Hydrologic Analyses.....	24-7
24.202 Watercourse Alterations.....	24-7
24.203 Chapter 30 and 31, Wis. Stats., Development.....	24-8
24.204 Public or Private Campgrounds.....	24-8
Article 3: Floodway District (FW).....	24-10
24.301 Applicability.....	24-10
24.302 Permitted Uses.....	24-10
24.303 Standards For Developments in Floodway Areas.....	24-10
(1) General.....	24-10
(2) Structures.....	24-11
(3) Public Utilities, Streets and Bridges.....	24-11
(4) Fills or Deposition of Materials.....	24-11
24.304 Prohibited Uses.....	24-12
Article 4: Floodfringe District (FF).....	24-13
24.401 Applicability.....	24-13
24.402 Permitted Uses.....	24-13
24.403 Standards For Development in Floodfringe.....	24-13
(1) Residential Uses.....	24-13
(2) Accessory Structures or Uses.....	24-13
(3) Commercial Uses.....	24-14
(4) Industrial and Transportation Uses.....	24-14
(5) Storage of Materials.....	24-14
(6) Public Utilities, Streets and Bridges.....	24-14

(7) Private Septic Systems	24-14
(8) Wells	24-15
(9) Solid Waste Disposal Sites	24-15
(10) Deposited Materials.....	24-15
(11) Manufactured Homes:.....	24-15
(12) Mobile Recreational Vehicles	24-15
Article 5: General Floodplain District (GFP).....	24-16
24.501 Applicability	24-16
24.502 Permitted Uses.....	24-16
24.503 Standards for Development in the General Floodplain District.....	24-16
24.504 Determining Floodway and Floodfringe Limits	24-16
Article 6: Nonconforming Uses	24-18
24.601 General	24-18
24.602 Floodway District.....	24-20
24.603 Floodfringe District	24-21
Article 7: Administration	24-23
24.701 Zoning Administrator	24-23
(1) Duties and Powers	24-23
(2) Zoning Permit.....	24-24
(a) General Information.....	24-24
(b) Site Development Plan	24-24
(c) Hydraulic and Hydrologic Studies to Analyze Development.....	24-25
(3) Certificate of Compliance	24-28
(4) Other Permits	24-29
24.702 Plan Commission	24-29
(1) The Mauston Plan Commission shall	24-29
(2) This Plan Commission shall not	24-29
24.703 Board of Appeals.....	24-29
(1) Powers and Duties	24-29
(a) Appeals.....	24-29
(b) Boundary Disputes.....	24-29
(c) Variances	24-30
(2) Appeals	24-30
(3) Boundary Disputes	24-31
(4) Variance	24-31
24.704 To Review Appeal Of Permit Denials	24-32
24.705 <u>Floodproofing Standards for Nonconforming Structures or Uses</u>	24-33
24.706 Public Information.....	24-33
Article 8: Amendments.....	24-34
24.801 General.....	24-34
24.802 Procedures.....	24-35
24.900 <u>Enforcement and Penalties</u>	24-36
Article 10: Definitions	24-37

Article 1: General Provisions

24.101 Statutory Authorization

This Ordinance is adopted pursuant to the authorization in ss. 61.35 and 62.23, for villages and cities; 59.69, 59.692, and 59.694 for counties, and the requirements in s.87.30, Stats.

24.102 Finding of Fact

Uncontrolled development and use of the floodplains and rivers of Mauston would impair the public health, safety, convenience, general welfare and tax base.

24.103 Statement of Purpose

This Ordinance is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

24.104 Title

This Ordinance shall be known as the Floodplain Zoning Ordinance for Mauston, Wisconsin.

24.105 General Provisions

- (1) **Areas to be Regulated:** This Ordinance regulates all areas that would be covered by the regional flood or base flood as shown on the Flood Insurance Rate Map (FIRM) or other maps approved by DNR. Base flood elevations are derived from the flood profiles in the Flood Insurance Study (FIS) and are shown as AE, A1-30, and AH Zones on the FIRM. Other regulatory zones are displayed as A and AO zones. Regional Flood Elevations (RFE) may be derived from other studies. If more than one map or revision is

referenced, the most restrictive information shall apply.

- (2) Official Maps & Revisions: The boundaries of all floodplain districts are designated as A, AE, AH, AO or A1-30 on the maps based on the Flood Insurance Study (FIS) listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the Letter of Map Change process (see Article 8 Amendments) before it is effective. No changes to regional flood elevations (RFE's) on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file at Mauston City Hall. If more than one map or revision is referenced, the most restrictive information shall apply.
 - (a) Official Maps Based Upon the FIS: Flood Insurance Rate Map (FIRM), panel numbers 55057C0354D, 55057C0361D, 55057C0362D, 55057C0365D, 55057C0366D, dated 10/16/12, with corresponding profiles that are based upon the Flood Insurance Study (FIS), dated 10/16/12, volume number 55057CV000A.
 - (b) Official Maps Based on Other Studies:
- (3) Establishment of Floodplain Zoning Districts: The regional floodplain areas are divided into three districts as follows:
 - (a) The Floodway District (FW) is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters and are contained within AE Zones as shown on the FIRM.
 - (b) The Floodfringe District (FF) is that portion between the regional flood limits and the floodway and displayed as AE Zones on the FIRM.
 - (c) The General Floodplain District (GFP) is those areas that may be covered by floodwater during the regional flood and does not have a BFE or floodway boundary determined, including A, AH, and AP zones on the FIRM.
- (4) Locating Floodplain Boundaries: Discrepancies between boundaries on the official floodplain zoning map and actual field conditions shall be resolved using the criteria in paragraphs (a) or (b) below. If a significant difference exists, the map shall be amended according to Article 8 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments

required under this section. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to Section 24.707(4) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to Article 8 *Amendments*.

- (a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
 - (b) Where flood profiles do not exist, the location of the boundary shall be determined by the map scale.,
- (5) Removal of Lands from Floodplain: Compliance with the provisions of this Ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to Article 8 *Amendments*.
- (6) Compliance: Any development or use within the areas regulated by this Ordinance shall be in compliance with the terms of this Ordinance, and other applicable local, state, and federal regulations.
- (7) Municipalities and State Agencies Regulated: Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this Ordinance and obtain all necessary permits. State agencies are required to comply if s.13.48(13) Wis. Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempted when s. 30.2022 Wis. Stats., applies.
- (8) Abrogation and Greater Restrictions:
- (a) This Ordinance supersedes all the provisions of the Mauston Zoning Ordinance, which relate to floodplains and which are less restrictive than this Ordinance. If another ordinance is more restrictive than this ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
 - (b) This Ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail.
- (9) Interpretation: In their interpretation and application, the provisions of this Ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this Ordinance, required

by Chapter NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this Ordinance or in effect on the date of the most recent text amendment to this Ordinance.

- (10) **Warning and Disclaimer of Liability:** The flood protection standards in this Ordinance are based on engineering experience and scientific research. Larger floods may occur or the flood height may be increased by man-made or natural causes. This Ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. Nor does this Ordinance create liability on the part of, or a cause of action against Mauston or any officer or employee thereof for any flood damage that may result from reliance on this Ordinance.
- (11) **Severability:** Should any portion of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.
- (12) **Annexed Areas:** The Juneau County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

24.106 Reserved for Future Use

Article 2: General Standards Applicable to All Floodplain Districts

24.200 General Development Standards

The City shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be designed anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads; be constructed with flood-resistant materials; be constructed to minimize flood damages and to ensure that utility and mechanical equipment is designed and/or located so as to prevent water from entering or accumulating within the equipment during conditions of flooding;

Subdivisions shall be reviewed for compliance with the above standards. All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development which meets the subdivision definition of this Ordinance and all other requirements in 24.701(2). Adequate drainage shall be provided to reduce exposure to flood hazards and all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.

24.201 Hydraulic and Hydrologic Analyses

- (1) No floodplain development shall:
 - (a) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
 - (b) Cause any increase in the regional flood height due to floodplain storage area lost,
- (2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase regional flood heights, based on the officially adopted FIRM or other adopted map, unless the provisions of Article 8 *Amendments* are met.

24.202 Watercourse Alterations

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices and required the applicant to secure all necessary state and federal permits. The standards of 24.201 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to Article 8 *Amendments*, the community shall apply for a Letter of Map Revision (LOMAR) from FEMA. Any

such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

24.203 Chapter 30 and 31, Wis. Stats., Development

Development which requires a permit from the Department, under Chapters 30 and 31, Wis. Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to Article 8 *Amendments*.

24.204 Public or Private Campgrounds

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- (1) The campground is approved by the Department of Health and Family Services;
- (2) A land use permit for the campground is issued by the zoning administrator;
- (3) The character of the river system and the elevation of the campground is such that a 72-hour warning of an impending flood can be given to all campground occupants;
- (4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- (5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the State Department of Health Services and all other applicable regulations;
- (6) Only camping units that are fully licensed, if required, and ready for highway use are allowed;
- (7) The camping units may not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours;
- (8) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which

is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section;

- (9) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- (10) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either Article 3, 4, or 5 of this ordinance for the floodplain district in which the structure is located.
- (11) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- (12) All service facilities, including but not limited to refuse collection, electrical service, natural gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or flood proofed to the flood protection elevation.

Article 3: Floodway District (FW)

24.301 Applicability

This Article applies to all floodway areas on the floodplain zoning maps and those identified pursuant to Section 24.504.

24.302 Permitted Uses

The following open space uses are allowed in the floodway district and the floodway areas of the general floodplain district, if they are not prohibited by any other ordinance; they meet the standards in Sections 24.303 and 24.304; and all permits or certificates have been issued according to Section 24.701:

- (1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.
- (2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
- (3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of Section 24.303(4).
- (4) Uses or structures accessory to open space uses, or classified as historic structures that comply with Sections 24.303 and 24.304.
- (5) Extraction of sand, gravel or other materials that comply with Section 24.303(4).
- (6) Functionally water dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with Chapters 30 and 31 Wis. Stats.
- (7) Public utilities, streets and bridges that comply with Section 24.303(3).

24.303 Standards For Developments in Floodway Areas

(1) General:

- (a) Any development in floodway areas shall comply with Article 2 and have low flood damage potential.
- (b) Applicants shall provide the following data to determine the effects of the proposal according to Section 24.201:

-
- (1) A cross section elevation view of the proposal, perpendicular to the watercourse, showing if the proposed development will obstruct flow; or
 - (2) An analysis calculating the effects of this proposal on regional flood height.
 - (c) The zoning administrator shall deny the permit application if the project will cause any increase flood elevations upstream or, based on the data submitted for par. (b) above.
- (2) Structures: Structures accessory to permanent open space uses or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:
- (a) The structures are not designed for human habitation, do not have high flood damage potential and is constructed to minimize flood damage;
 - (b) Shall have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings shall be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters;
 - (c) Must be anchored to resist floatation, collapse, and lateral movement;
 - (d) Mechanical and utility equipment must be elevated or flood proofed to or above the flood protection elevation; and
 - (e) It must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- (3) Public Utilities, Streets and Bridges: Public utilities, streets and bridges may be allowed by permit, if:
- (a) Adequate flood proofing measures are provided to the flood protection elevation; and
 - (b) Construction meets the development standards of Section 24.201.
- (4) Fills or Deposition of Materials: Fills or deposition of materials may be allowed by permit, if:
- (a) The requirements of Section 24.201 are met;
 - (b) No material is deposited in the navigable waters unless a permit is issued by the Department pursuant to Chapter 30, Stats., and a

permit pursuant to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and the other requirements of this section are met;

- (c) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- (d) The fill is not classified as a solid or hazardous material.

24.304 Prohibited Uses

All uses not listed as permitted uses in Section 24.302 are prohibited, including the following uses:

- (1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open space uses;
- (2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- (5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and Chapters. NR 811 and NR 812, Wis. Adm. Code;
- (6) Any solid or hazardous waste disposal sites;
- (7) Any wastewater treatment ponds or facilities, except those permitted under Section NR 110.15(3)(b), Wis. Adm. Code;
- (8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

Article 4: Floodfringe District (FF)

24.401 Applicability

This Article applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to Section 24.504.

24.402 Permitted Uses

Any structure, land use, or development is allowed in the Floodfringe District if the standards in Section 24.403 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in Section 24.702 have been issued.

24.403 Standards For Development in Floodfringe

All of the provisions of Section 24.202 shall apply. In addition, the following requirements shall apply according to the use requested. Any existing structure in the Floodfringe must meet the requirements of Article 6 *Nonconforming Uses*;

- (1) Residential Uses: Any Structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe must meet the requirements of Article 6 *Nonconforming Uses*;
 - (a) The elevation of the lowest floor, shall be at or above the flood protection elevation on fill unless the requirements of 24.403(1)(b) can be met. The fill shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure.
 - (b) The basement or crawlway floor may be placed at the regional flood elevation if it is dry flood proofed to the flood protection elevation. No basement or crawlway floor is allowed below the regional flood elevation;
 - (c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in par. (d).
 - (d) In developments where existing street or sewer line elevations make compliance with par. (c) impractical, the municipality may permit new development and substantial improvements where access roads are below the regional flood elevation, if:
 - (1) The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 - (2) The municipality has a DNR-approved emergency evacuation plan.
- (2) Accessory Structures or Uses: An accessory structure or use (as defined in

Section 22.412 of the Zoning Ordinance) shall be constructed with its lowest floor at or above the regional flood elevation.,

- (3) Commercial Uses: Any commercial or indoor institutional use or structure (as defined by Sections 22.408 and 22.407(3) of the Zoning Ordinance) which is erected, altered or moved into the floodfringe area shall meet the requirements of Section 24.403(2) subject to the requirements of sub. (5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (4) Industrial and Transportation Uses: Any industrial or transportation use or structure (as defined by Sections 22.411 and 22.410 of the Zoning Ordinance) which is erected, altered or moved into the floodfringe area shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s.24.705. Subject to the requirements of s. 24.403(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (5) Storage of Materials: Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or flood proofed in compliance with s. 24.705. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
- (6) Public Utilities, Streets and Bridges: All utilities, streets, bridges, and appurtenances thereto, shall be designed to be compatible with comprehensive floodplain development plans; and
 - (a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities may only be permitted if they are designed to comply with s. 24.705.
 - (b) Minor roads or nonessential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
- (7) Private Septic Systems: All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 24.705(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

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- (8) Wells: All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to to the flood protection elevation and shall meet the provisions of Chapters NR 811 and NR 812, Wis. Adm. Code.
- (9) Solid Waste Disposal Sites: Disposal of solid or hazardous waste is prohibited in Floodfringe areas.
- (10) Deposited Materials: Any deposited material must meet all the provisions of this Ordinance.
- (11) Manufactured Homes:
- (a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
 - (b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
 - 1. Have the lowest floor elevated on the flood protection elevation; and
 - 2. Be anchored so they do not float, collapse or move laterally during a flood
 - (c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the Floodfringe in s. 24.403(1).
- (12) Mobile Recreational Vehicles: All mobile recreational vehicles that are on site for 180 consecutive days or more or are not fully licensed and ready for highway use shall meet the elevation and anchoring requirements in Section 24.403(12)(b) and (c). A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

Article 5: General Floodplain District (GFP)

24.501 Applicability

The provision for this district shall apply to all floodplains mapped as A, AO or AH zones.

24.502 Permitted Uses

Pursuant to Section 24.504, it shall be determined whether the proposed use is located within a floodway or floodfringe area. Those uses permitted in Floodway (Section 24.302) and Floodfringe areas (Section 24.402) are allowed within the General Floodplain District, according to the standards of Section 24.503, provided that all permits or certificates required under Section 24.702 have been issued.

24.503 Standards for Development in the General Floodplain District

Article 3 applies to floodway areas, and Article 4 applies to floodfringe areas. The rest of this Ordinance applies to either district.

(1) In AO/AH Zones the structure's lowest floor must meet one of the conditions listed below, whichever is higher:

- (a) at or above the flood protection elevation; or
- (b) two (2) feet above the highest adjacent grade around the structure; or
- (c) the depth as shown on the FIRM

(2) In AO/AH zones, provide plans showing adequate drainage paths to guide floodwaters around structures.

24.504 Determining Floodway and Floodfringe Limits

Upon receiving an application for development within the general floodplain district, the zoning administrator shall:

(1) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.

(2) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height, flood flows, and regional flood elevation, and to determine floodway boundaries:

- (a) A Hydrologic and Hydraulic Study as specified in s. 24.701(2)(c).
- (b) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout

of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;

- (c) Specifications for building construction and materials, flood proofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

Article 6: Nonconforming Uses24.601 General

- (1) Applicability: If these standards conform with s. 59.69(10), Stats., for counties or s. 62.23(7)(h), Stats., for cities and villages, they shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this Ordinance or any amendment thereto.
- (2) The existing lawful use of a structure or its accessory use, which is not in conformity with the provisions of this ordinance, may continue subject to the following conditions:
 - (a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.
 - (b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this Ordinance;
 - (c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
 - (d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance.

Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 24.403(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph

- (e) No maintenance to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 24.403(1).
- (f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 24.403(1).
- (g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
- (h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the minimum federal code requirements below are met and all required permits have been granted prior to the start of construction.

1. Residential Structures

- a. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of s. 24.705(2).
- b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and

hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.

- c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- d. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.
- e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 24.503(1).
- f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

2. Nonresidential Structures

- a. Shall meet the requirements of s. 24.601(2)(h)1 a-b and e-g.
 - b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s.24. 705(1) or (2).
 - c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 24.503(1).
- (3) A nonconforming historic structure may be altered if the alteration will not preclude the structures continued designation as a historic structure, the alteration will comply with s. 24.303(1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 7.5 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 24.601(2)(h)1 if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

24.602 Floodway District

- (1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in a Floodway District, unless such modification or addition:
 - (a) Has been granted a permit or variance which meets all ordinance

requirements;

- (b) Meets the requirements of s. 24.601;
 - (c) Shall not increase the obstruction to flood flows or regional flood height;
 - (d) Any addition to the existing structure shall be floodproofed, pursuant to s. 24.705, by means other than the use of fill, to the flood protection elevation; and
 - (e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - 4. The use must be limited to parking, building access or limited storage.
- (2) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 24.705(3) and ch. SPS 383, Wis. Adm. Code.
- (3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 24.705(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

24.603 Floodfringe District

- (1) No modification or addition shall be allowed to any nonconforming

structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality, and meets the requirements of s. 24.403 except where s. 24.603(2) is applicable.

- (2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s. 24.703, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
 - (a) No floor is allowed below the regional flood elevation for residential or commercial structures;
 - (b) Human lives are not endangered;
 - (c) Public facilities, such as water or sewer, will not be installed;
 - (d) Flood depths will not exceed two feet;
 - (e) Flood velocities will not exceed two feet per second; and
 - (f) The structure will not be used for storage of materials as described in s. 24.403(6).
- (3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 24.705(3) and ch. NR 811 and NR 812, Wis. Adm. Code.
- (4) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this Ordinance, s. 24.705(3) and ch. NR 811 and NR 812, Wis. Adm. Code.

Article 7: Administration

24.701 Zoning Administrator

- (1) Duties and Powers : The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:
- (a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
 - (b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
 - (c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
 - (d) Keep records of all official actions such as:
 - 1. All permits issued, inspections made, and work approved;
 - 2. Documentation of certified lowest floor and regional flood elevations;
 - 3. Floodproofing certificates.
 - 4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
 - 5. All substantial damage assessment reports for floodplain structures.
 - 6. List of nonconforming structures and uses. .
 - (e) Submit copies of the following items to the Department Regional office:
 - 1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
 - 2. Copies of case-by-case analyses and other required information including an annual summary of floodplain zoning actions taken.
 - 3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
 - (f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

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- (g) Submit copies of amendments and biennial reports to the FEMA Regional office.
- (2) Zoning Permit : Pursuant to the Mauston Zoning Ordinance (Chapter 22), a zoning permit shall be obtained from the City before any building or structure is located, relocated, built, erected, enlarged, moved, reconstructed, altered or extended, or before the use of any building, structure or property is commenced, changed or altered. In addition to the application information required by Chapter 22, all applications for zoning permits for lots regulated by this Chapter shall also include the following:
- (a) General Information:
- (1) Name and address of the applicant, property owner and contractor;
 - (2) Legal description, proposed use, and whether it is new construction or a modification.
- (b) Site Development Plan: A site plan drawn to scale shall be submitted with the permit application form and shall contain:
- (1) Location, dimensions, area and elevation of the lot;
 - (2) Location of the ordinary highwater mark of any abutting navigable waterways;
 - (3) Location of any structures with distances measured from the lot lines and street center lines;
 - (4) Location of any existing or proposed on site sewage systems or private water supply systems;
 - (5) Location and elevation of existing or future access roads;
 - (6) Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
 - (7) The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic and Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
 - (8) Data sufficient to determine the regional flood elevation in NGVD and NAVD at the location of the development and to determine whether or not the requirements of Article 3 or Article 4 are met; and

- (9) Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 24.201. This may include any of the information noted in s. 24.303(1).
- (c) Hydraulic and Hydrologic Studies to Analyze Development : All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.
- (1). Zone A floodplains:
- a. Hydrology
 - i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. Hydraulic modeling
The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:
 - i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
 - ii. channel sections must be surveyed.
 - iii. minimum four foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
 - iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
 - v. the most current version of HEC_RAS shall be used.
 - vi. a survey of bridge and culvert openings and the top of road is required at each structure.
 - vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.

viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.

ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

c. Mapping

a work map of the reach studied shall be provided, showing all cross section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.

ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

2. Zone AE Floodplains

a. Hydrology: If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

b. Hydraulic model: The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

i. Duplicate Effective Model: The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised

- reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.
- ii. Corrected Effective Model: The Corrected Effective Model shall not include any man-made physical changes since the effective model date, but shall import the model into the most current version of HEC-RAS for Department review.
 - iii. Existing (Pre-Project Conditions) Model: The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
 - iv. Revised (Post-Project Conditions) Model: The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
 - v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
 - vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.
- c. Mapping: Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:
- i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
 - ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that

the FIRM may be more easily revised.

- iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
 - iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
 - v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
 - vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
 - vii. Both the current and proposed floodways shall be shown on the map.
 - viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.
- (d) Expiration: All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause.
- (3) Certificate of Compliance No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:
- (a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
 - (b) Application for such certificate shall be concurrent with the application for a permit;
 - (c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;

- (d) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 24.705 are met.
- (4) Other Permits Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

24.702 Plan Commission

- (1) The Mauston Plan Commission shall:
 - (a) Oversee the functions of the office of the zoning administrator;
 - (b) Review and advise the City Council on all proposed amendments to this Ordinance, maps and text; and
 - (c) Exercise the other duties and powers authorized by this Chapter.
- (2) This Plan Commission shall not:
 - (a) Grant variances to the terms of the Ordinance in place of action by the Board of Appeals; or
 - (b) Amend the text or zoning maps in place of official action by the City Council.

24.703 Board of Appeals

The Board of Appeals, created s.62.23(7)(e), Stats., for cities or villages, is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

- (1) Powers and Duties: In addition to the powers and duties granted to the Board of Appeals by the Code, the Board shall also:
 - (a) Appeals: Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
 - (b) Boundary Disputes: Hear and decide disputes concerning the district

boundaries shown on the official floodplain zoning map; and

(c) Variances: Hear and decide, upon appeal, variances from the ordinance.

(2) Appeals: To The Board of Appeals

(a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

(b) Notice and Hearing For Appeals Including Variances

1. Notice - The board shall:

- a. Fix a reasonable time for the hearing;
- b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing; and
- c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

2. Hearing - Any party may appear in person or by agent. The board shall:

- a. Resolve boundary disputes according to s. 24.703(3);
- b. Decide variance applications according to s. 24.703(4); and
- c. Decide appeals of permit denials according to s. 24.704.

(c) DECISION: The final decision regarding the appeal or variance application shall:

1. Be made within a reasonable time;
2. Be sent to the Department Regional office within 10 days of the decision;
3. Be a written determination signed by the chairman or secretary of the Board;
4. State the specific facts which are the basis for the Board's decision;
5. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the

appeal for lack of jurisdiction or grant or deny the variance application; and

6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.
- (3) Boundary Disputes: The following procedure shall be used by the Board of Appeals in hearing disputes concerning floodplain district boundaries:
 - (a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary. If none exist, other evidence may be examined.
 - (b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board.
 - (c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the City for a map amendment according to Article 8.
 - (4) Variance:
 - (a) The Board may, upon appeal, grant a variance from the standards of this Ordinance if an applicant convincingly demonstrates that:
 1. Literal enforcement of the ordinance provisions will cause unnecessary hardship;
 2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
 3. The variance is not contrary to the public interest;
 4. The variance is consistent with the purpose of this Ordinance as stated in Section 24.103; and
 - (b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the following criteria must be met:
 1. The variance shall not cause any increase in the regional flood elevation;
 2. Variances can only be granted for lots that are less than one-half acre and are contiguous to existing structures constructed below the RFE;
 3. Variances shall only be granted upon a showing of good and sufficient cause, shall be the minimum relief necessary, shall not cause increased risks to public safety or nuisances, shall not

increase costs for rescue and relief efforts and shall not be contrary to the purpose of the ordinance.

(c) A variance shall not:

1. Grant, extend or increase any use prohibited in the zoning district.
2. Be granted for a hardship based solely on an economic gain or loss.
3. Be granted for a hardship which is self created.
4. Damage the rights or property values of other persons in the area.
5. Allow actions without the amendments to this Ordinance or map(s) required in Section 24.801.
6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(d) When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

24.704 To Review Appeal Of Permit Denials

- (1) The Zoning Agency (s. 7.2) or Board shall review all data related to the appeal. This may include:
 - (a) Permit application data listed in s. 24.701(2);
 - (b) Floodway/floodfringe determination data in s. 24.504;
 - (c) Data listed in s. 24.303(1)(b) where the applicant has not submitted this information to the zoning administrator; and
 - (d) Other data submitted with the application, or submitted to the Board with the appeal.
- (2) For appeals of all denied permits the Board shall:
 - (a) Follow the procedures of s.24.703;
 - (b) Consider zoning agency recommendations; and
 - (c) Either uphold the denial or grant the appeal.
- (3) For appeals concerning increases in regional flood elevation the Board shall:
 - (a) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 8.0 *Amendments*; and
 - (b) Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

24.705 Floodproofing Standards for Nonconforming Structures or Uses

- (1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation and submits a FEMA Floodproofing Certificate.
- (2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
 - (a) certified by a registered professional engineer or architect; or
 - (b) meets or exceeds the following standards:
 - i. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - ii. the bottom of all openings shall be no higher than one foot above grade; and
 - iii. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (3) Floodproofing measures shall be designed, as appropriate, to:
 - (a) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
 - (b) Protect structures to the flood protection elevation;
 - (c) Anchor structures to foundations to resist flotation and lateral movement; and
 - (d) Minimize or eliminate infiltration of flood waters.
 - (e) Minimize or eliminate discharges into flood waters.

24.706 Public Information

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

Article 8: Amendments

24.800 AMENDMENTS

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 24801.

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 24801. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 24.801.

24.801 General

The City may change or supplement the floodplain zoning district boundaries and this Ordinance in the manner outlined in s. 24.802 below. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in 24.105 (2)(b);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

24.802 Procedures

The procedures of s. 22.902 shall be followed for amendments to the text of this Chapter, and the procedures of s. 22.903 shall be followed for amendments to the Maps. Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats, for cities and villages. The petitions shall include all data required by s. 24.504 and 24.701(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities and villages.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

Article 9: Enforcement and Penalties24.900 Enforcement and Penalties

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the City a penalty of not less than \$10.00 and not more than \$50.00, together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense.

Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats.

Article 10: Definitions

24.1001 Definitions

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

AH ZONE – See "AREA OF SHALLOW FLOODING".

AO ZONE – See "AREA OF SHALLOW FLOODING".

ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building.

ALTERATION – An enhancement, upgrading or substantial change or modifications other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

BASE FLOOD – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

BASEMENT – Any enclosed area of a building having its floor sub-grade, i.e., below ground level, on all sides.

BUILDING – See STRUCTURE.

BULKHEAD LINE – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

CAMPGROUND – Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.

CAMPING UNIT – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

CERTIFICATE OF COMPLIANCE – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

CHANNEL – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

CRAWLWAYS OR "CRAWL SPACE" – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

DECK – An unenclosed exterior structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.

DEPARTMENT – The Wisconsin Department of Natural Resources.

DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.

FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- The overflow or rise of inland waters;
- The rapid accumulation or runoff of surface waters from any source;
- The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
- The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

FLOOD HAZARD BOUNDARY MAP – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

FLOOD INSURANCE STUDY – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.

FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

FLOODPLAIN MANAGEMENT – Policy and procedures to insure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

FLOODPROOFING – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see: FREEBOARD.)

FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.

HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE – Any structure that is either:

Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.

LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR 60.3.

MAINTENANCE – The act or process of restoring to original soundness, including redecorating, refinishing, non structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.

MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective

Model to reflect revised or post-project conditions.

MUNICIPALITY" or "MUNICIPAL – The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.

NAVD" or "NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.

NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.

NEW CONSTRUCTION – For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it includes any structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in s. 24.105(2), which has been approved by the Department and FEMA.

OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.

ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

PERSON – An individual, or group of individuals, corporation, partnership, association, municipality or state agency.

PRIVATE SEWAGE SYSTEM – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Commerce, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.

PUBLIC UTILITIES – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

REASONABLY SAFE FROM FLOODING – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

REGIONAL FLOOD – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

START OF CONSTRUCTION – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

SUBDIVISION – Has the meaning given in s. 236.02(12), Wis. Stats.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not, however, include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

VARIANCE – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

VIOLATION – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.

WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

WELL – an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

POLICE CHIEF ITEMS

Mauston Police Department
Arrests & Citations by Officer (Type)

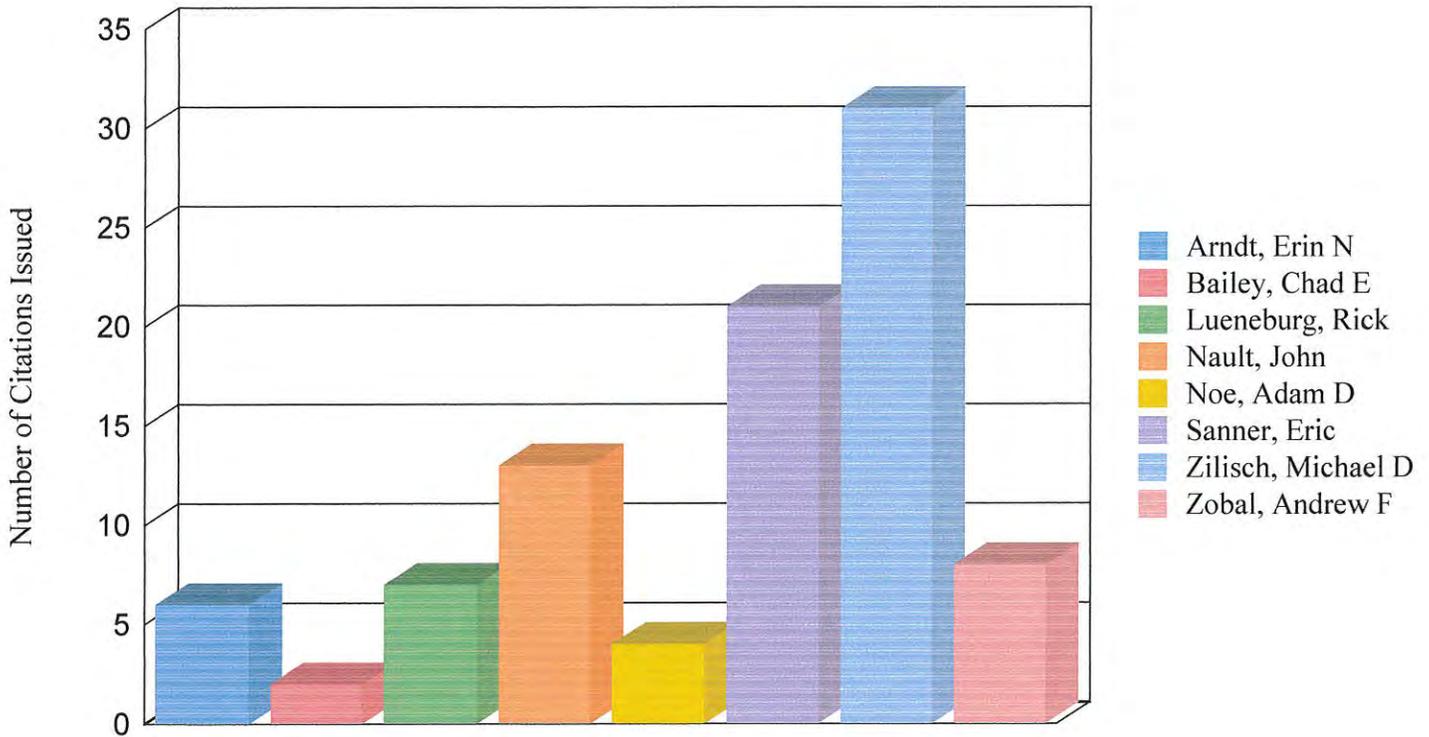
Arrest/Issue Date: 09/01/2012 through 09/30/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
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SEPT

Arrests and Citations (by Officer)



Mauston Police Department
Arrests & Citations by Officer (Type)

Arrest/Issue Date: 09/01/2012 through 09/30/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Arndt, Erin N				
	Arrest - State			
		947.01	Disorderly Conduct	1
				<hr/> 1
	Citation - Municipal			
		11.204(1b)	Curfew-Prohibited Hours Fri-Sat	1
		11-254.92	POSSESSION OR PURCHASE OF TOBACCO BY MINOR	1
		11-943.13	Trespass to Land	2
		11-947.012	Unlawful use of Telephone	1
				<hr/> 5
Bailey, Chad E				
	Arrest - State			
		943.38(1)	Forgery	1
		Probation/Hold	Probation Hold	1
				<hr/> 2
Lueneburg, Rick				
	Arrest - State			
		947.01(1)	Domestic/D.C.	1
		947.012(3)	Unlawful Use Tel Publ Nuisance	1
		Probation/Hold	Probation Hold	1
				<hr/> 3
	Citation - Municipal			
		11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=\$2500)	1
		11-947.01	Disorderly Conduct	1
				<hr/> 2
	Citation - Traffic			
		343.44(1)(a)	Operating After Suspension	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
				<hr/> 2
Nault, John				
	Arrest - State			
		940.225(3)	Sex Assault Third Degree	1
		943.01(1)	Criminal Damage To Property	1
		943.01(2)(d)	Crim Damage Prop >\$1000	1
		943.50 (1m)(b)	Intentionally Takes and Carries Away Merchandise	2
				<hr/> 5
	Citation - Municipal			
		11-943.61	THEFT OF LIBRARY MATERIAL	1
		11-947.01	Disorderly Conduct	1
		943.24(1)	ISSUE WORTHLESS CHECKS	3
				<hr/> 5
	Citation - Traffic			
		344.62(1)	Operate Motor Vehicle w/o Insurance	1
		346.18(5)	Fail/Yield Rt/Way From Parked Position	1
		346.57(2)	Failure To Keep Vehicle Under Control	1
				<hr/> 3
Noe, Adam D				
	Citation - Municipal			

Mauston Police Department
Arrests & Citations by Officer (Type)

Arrest/Issue Date: 09/01/2012 through 09/30/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Noe, Adam D				
	Citation - Municipal	11-947.01	Disorderly Conduct-Domestic Related	1
				<hr/> 1
	Citation - Traffic	346.57(4)(e)	Speeding On City Highway (11-15 Mph)	1
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	2
				<hr/> 3
Sanner, Eric				
	Arrest - State	943.01(2)(d)	Crim Damage Prop >\$1000	1
		947.01(1)	Domestic/D.C.	2
		961.43(1)(a)	Obtain Controlled Substance by Fraud	1
		Warrant	Arrested On Warrant	1
				<hr/> 5
	Citation - Municipal	11.208	DRINKING IN PUBLIC	2
		11-125.07A	UNDERAGE DRINKING-POSSESS-17-20	1
		11-940.19	Battery	2
		11-947.01	Disorderly Conduct	2
				<hr/> 7
	Citation - Traffic	341.04(1)	Non-Registration Of Auto, Etc	1
		343.44(1)(b)	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REF	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1
		346.57(4)(e)	SPEEDING ON CITY HIGHWAY (25-29 MPH)	1
		346.63(1) (a)	OPERATING WHILE UNDER THE INFLUENCE (2ND)	1
		346.63(1)(a)	Operating While Intox.	1
		346.63(1)(b)	OPERATING W/PAC >= 0.15 (1ST)	2
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	1
				<hr/> 9
Zilisch, Michael D				
	Arrest - State	946.49(1)(a)	Bail Jumping	1
		Warrant	Arrested On Warrant	1
				<hr/> 2
	Citation - Municipal	11-943.01	Damage To Property	1
		11-943.13	Trespass to Land	1
		11-943.20	Theft-Movable Property <=\$2500	2
		11-943.61	THEFT OF LIBRARY MATERIAL	1
		943.24(1)	ISSUE WORTHLESS CHECKS	12
				<hr/> 17
	Citation - Traffic	341.04(1)	Non-Registration Of Auto, Etc	1
		343.44(1)(b)	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REF	1
		344.62(1)	Operate Motor Vehicle w/o Insurance	2
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	1

Mauston Police Department
Arrests & Citations by Officer (Type)

Arrest/Issue Date: 09/01/2012 through 09/30/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
Zilisch, Michael D				
	Citation - Traffic			
		346.075(2)	Improper Passing Of Stopped Bus	1
		346.09(3)	Passing In No-Passing Zone	1
		346.57(2)	Failure To Keep Vehicle Under Control	2
		346.57(4)(e)	SPEEDING ON CITY HIGHWAY (25-29 MPH)	2
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	1
				<hr/> 12
Zobal, Andrew F				
	Citation - Municipal			
		11-118.15	COMPULSORY SCHOOL ATTENDANCE	1
		11-125.09	SCHOOL RELATED ALCOHOL POSSESS 21>	1
		11-943.13	Trespass to Land	1
		11-947.01	Disorderly Conduct	2
		11-961.41	POSSESSION OF THC	2
		11-961.573	Possess Drug Paraphernalia	1
				<hr/> 8
			GRAND TOTAL:	<hr/> <hr/> 92

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

Arrest/Issue Date: 09/01/2012 through 09/30/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
11.204(1b)	Curfew-Prohibited Hours Fri-Sat	1	1	0	0	0	0	0	0
11.208	DRINKING IN PUBLIC	2	0	2	0	0	0	0	0
11-118.15	COMPULSORY SCHOOL	1	0	0	0	0	0	1	0
11-125.07A	UNDERAGE	1	0	1	0	0	0	0	0
11-125.09	SCHOOL RELATED ALCOHOL	1	0	0	0	0	1	0	0
11-254.92	POSSESSION OR PURCHASE OF	1	1	0	0	0	0	0	0
11-940.19	Battery	2	0	2	0	0	0	0	0
11-943.01	Damage To Property	1	0	0	0	0	0	0	1
11-943.13	Trespass to Land	4	2	0	0	0	1	0	1
11-943.20	Theft-Movable Property <=\$2500	2	1	0	0	0	0	0	1
11-943.50	RETAIL THEFT-INTENTIONALLY	1	0	0	0	0	0	0	1
11-943.61	THEFT OF LIBRARY MATERIAL	2	0	0	1	0	0	0	1
11-947.01	Disorderly Conduct	6	1	2	0	1	2	0	0
	Disorderly Conduct-Domestic Related	1	0	1	0	0	0	0	0
11-947.012	Unlawful use of Telephone	1	0	0	0	0	0	0	1
11-961.41	POSSESSION OF THC	2	0	0	0	0	0	2	0
11-961.573	Possess Drug Paraphernalia	1	0	0	0	0	0	1	0
341.04(1)	Non-Registration Of Auto, Etc	3	0	1	1	0	0	0	1
343.18(1)	Operate W/O Carrying License	1	0	1	0	0	0	0	0

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

Arrest/Issue Date: 09/01/2012 through 09/30/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
343.44(1)(a)	Operating After Suspension	1	1	0	0	0	0	0	0
343.44(1)(b)	OPERATING WHILE REVOKED (REV	2	0	1	0	0	0	0	1
344.62(1)	Operate Motor Vehicle w/o Insurance	3	0	1	2	0	0	0	0
344.62(2)	Operate Motor Vehicle w/o Proof of	4	1	1	0	0	0	0	2
346.075(2)	Improper Passing Of Stopped Bus	1	0	0	0	1	0	0	0
346.09(3)	Passing In No-Passing Zone	1	0	0	1	0	0	0	0
346.18(5)	Fail/Yield Rt/Way From Parked Position	1	0	0	1	0	0	0	0
346.57(2)	Failure To Keep Vehicle Under Control	2	0	1	0	1	0	0	0
	Unreasonable And Imprudent Speed	1	0	0	1	0	0	0	0
346.57(4)(e)	Speeding On City Highway (11-15 Mph)	1	0	0	1	0	0	0	0
	Speeding On City Highway (16-19 Mph)	1	1	0	0	0	0	0	0
	SPEEDING ON CITY HIGHWAY (25-29	2	0	1	0	0	0	0	1
346.63(1) (a)	OPERATING WHILE UNDER THE	1	0	0	0	0	0	0	1
346.63(1)(a)	Operating While Intox.	1	0	0	0	0	1	0	0
346.63(1)(b)	OPERATING W/PAC >= 0.15 (1ST)	1	0	0	0	0	1	0	0
	Operating W/PAC (2nd)	1	0	0	0	0	0	1	0
347.06(1)	Operation W/O Required Lamps Lighted	2	1	0	0	0	1	0	0
347.09(1)(a)	Operate Motor Vehicle W/O 2 Headlights	5	0	3	1	0	0	1	0
347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	4	0	1	2	0	1	0	0
940.225(3)	Sex Assault Third Degree	1	0	1	0	0	0	0	0

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

Arrest/Issue Date: 09/01/2012 through 09/30/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
943.01(1)	Criminal Damage To Property	1	0	0	0	0	1	0	0
943.01(2)(d)	Crim Damage Prop >\$1000	2	2	0	0	0	0	0	0
943.24(1)	ISSUE WORTHLESS CHECKS	15	0	0	3	2	8	0	2
943.38(1)	Forgery	1	0	0	0	0	1	0	0
943.50 (1m)(b)	Intentionally Takes and Carries Away	2	0	0	0	0	0	2	0
946.49(1)(a)	Bail Jumping	1	0	0	0	0	0	1	0
947.01	Disorderly Conduct	1	1	0	0	0	0	0	0
947.01(1)	Domestic/D.C.	3	1	0	0	0	1	0	1
947.012(3)	Unlawful Use Tel Publ Nuisance	1	0	0	0	1	0	0	0
961.43(1)(a)	Obtain Controlled Substance by Fraud	1	0	0	1	0	0	0	0
Probation/Hold	Probation Hold	2	1	0	0	0	1	0	0
Warrant	Arrested On Warrant	2	0	1	1	0	0	0	0
Total		102	15	21	16	6	20	9	15

Mauston Police Department

Officer Arrests\Citations\Other Contacts

Arrest/Issue Date: 09/01/2012 through 09/30/2012

Arresting Officer:

	Grand Total	Arrests		Citations		Warnings	Other Contacts *
		Adult	Juvenile	Adult	Juvenile	Adult	Adult
Arndt, Erin N	6	1	0	3	2	0	0
Bailey, Chad E	2	2	0	0	0	0	0
Lueneburg, Rick	13	3	0	4	0	5	1
Nault, John	14	4	1	8	0	0	1
Noe, Adam D	4	0	0	4	0	0	0
Sanner, Eric	27	5	0	16	0	5	1
Zilisch, Michael D	35	2	0	29	0	0	4
Zobal, Andrew F	8	0	0	2	6	0	0
Total	109	17	1	66	8	10	7

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

Mauston Police Department

Incident Offenses (by Officer)

Reported Date: 09/01/2012 through 09/30/2012

Offense Type: All

REPORTS

Officer	Offense Code	Offense Description	Total
Arndt, Erin N			
	943.13	Criminal Trespass Land	1
	11.204(1b)	Curfew-Prohibited Hours Fri-Sat	1
	947.01	Disorderly Conduct	1
	947.012(3)	Unlawful Use Tel Publ Nuisance	1
		Arndt, Erin N	<u>4</u>
Bailey, Chad E			
	ACC/TRF/PDO	Accident-Traffic Pdo	1
	ANIMAL BITE-CAT	Animal Bite, Cat	1
	ANIMAL BITE-DOG	Animal Bite, Dog	1
	943.01(1)	Criminal Damage To Property	1
	943.38(1)	Forgery	1
	INF/ONLY	Information Only	1
	MENTAL SUBJECT	Mental Subject	1
	Probation/Hold	Probation Hold	1
		Bailey, Chad E	<u>8</u>
Lueneburg, Rick			
	ANIMAL BITE-CAT	Animal Bite, Cat	1
	ASST/AGENCY	Assist Other Agency	1
	947.01(1)	Domestic/D.C.	1
	943.50(1m)(b)	Intentionally Takes and Carries Away Merchandise	1
	MENTAL SUBJECT	Mental Subject	2
	Probation/Hold	Probation Hold	1
	947.012(3)	Unlawful Use Tel Publ Nuisance	1
		Lueneburg, Rick	<u>8</u>
Mueller, Thomas R			
	943.01(1)	Criminal Damage To Property	2
	943.50(1m)(b)	Intentionally Takes and Carries Away Merchandise	1
	943.20(1)(a)	Theft	1
		Mueller, Thomas R	<u>4</u>
Nault, John			
	ACC/TRF/PDO	Accident-Traffic Pdo	4
	ACC/TRF/PI	Accident-Traffic PI	1
	COUNTERFEIT	Counterfeit Money	2
	943.01(1)	Criminal Damage To Property	3
	11-947.01	Disorderly Conduct	2
	INF/ONLY	Information Only	5
	943.50 (1m)(b)	Intentionally Takes and Carries Away Merchandise	1
	943.24(1)	ISSUE WORTHLESS CHECKS	2
	943.20(1)(a)	Theft	6
	943.61(2)	THEFT OF LIBRARY MATERIAL (<=\$2500)	1
		Nault, John	<u>27</u>
Noe, Adam D			
	943.20(1)(a)	Theft	1
		Noe, Adam D	<u>1</u>
Sanner, Eric			
	ACC/TRF/PDO	Accident-Traffic Pdo	1

Mauston Police Department

Incident Offenses (by Officer)

Reported Date: 09/01/2012 through 09/30/2012

Offense Type: All

Officer	Offense Code	Offense Description	Total	
Sanner, Eric	Warrant	Arrested On Warrant	2	
	940.19(1)	Battery	1	
	COUNTERFEIT	Counterfeit Money	1	
	943.01(2)(d)	Crim Damage Prop >\$1000	1	
	943.01(1)	Criminal Damage To Property	1	
	947.01(1)	Domestic/D.C.	2	
	11.208	DRINKING IN PUBLIC	1	
	K-9 Unit Building Search	K-9 Unit Building Search	1	
	961.43(1)(a)	Obtain Controlled Substance by Fraud	1	
	346.63(1)(a)	Operating While Intox. (2nd)	1	
	346.63(1)(a)	Operating While Intoxicated	1	
	943.20(1)(a)	Theft	5	
			Sanner, Eric	19
	Zilisch, Michael D	ACC/TRF/PI	Accident-Traffic PI	1
		Warrant	Arrested On Warrant	1
943.41(2)		Card Crimes - Impersonation	1	
943.41(4)		Card Crimes -Forgery	1	
CIVIL DISPUTE		Civil Dispute	1	
COUNTERFEIT		Counterfeit Money	2	
943.01(1)		Criminal Damage To Property	3	
51.15(12)		Emergency Detention	1	
FOUND PROPERTY		Found Property	3	
INF/ONLY		Information Only	1	
SCHOOL BUS		Involves School Bus	1	
943.24(1)		ISSUE WORTHLESS CHECKS	3	
943.20(1)(a)		Theft	4	
11-943.20		Theft-Movable Property <=\$2500	1	
			Zilisch, Michael D	24
GRAND TOTAL:			95	



MAUSTON POLICE DEPT.

303 Mansion Street
Mauston, WI 53948-1329

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

October 5, 2012

TO: Nathan Thiel, City of Mauston Administrator

RE: Message Note with Upcoming Tax Bill / City House Numbers

As per our conversation and at the request of the Police and Fire Commission we are respectfully asking that you add a message to the outgoing tax bill this coming year.

The message could read as follows; "To ensure the best possible emergency services, city ordinance 22.809(6) requires all homes and businesses to have "Address Numbers" posted on their buildings. Please ensure that your properties have address numbers attached that can be visible from the street."

If you have any questions or are unable to attach this to the next tax bill please advise.

Thank you for your assistance.

Professionally,

A handwritten signature in black ink, appearing to read "Mark A. Messer", with a long horizontal flourish extending to the right.

Mark A. Messer, Chief of Police
Mauston Police Department

cc: Mauston Police and Fire Commission
City of Mauston Common Council

MM/sh

22.809(6) Identification Signs:

- (a) Street Names and Address Numbers: Street numbers are required for each principal residential, commercial and industrial building located on each lot in the City. Such street numbers shall be in a location and of a minimum size to be clearly visible from the street. Street names are optional.

PFC
MM

STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

J.B. VAN HOLLEN
ATTORNEY GENERAL

Kevin M. St. John
Deputy Attorney General

Steven P. Means
Executive Assistant

10-16-12
NICE JOB!

114 East, State Capitol
P.O. Box 7857
Madison, WI 53707-7857
608/261-1221
TTY 1-800-947-3529

TO: }
} }
PFC
PERS
FILE

MM

September 13, 2012

Mr. Adam D. Noe
Mauston Police Department
303 Mansion Street
Mauston, WI 53948

Dear Mr. Noe:

At its September 5, 2012 meeting, the Wisconsin Law Enforcement Standards Board certified you, Adam D. Noe, as being qualified to be a Law Enforcement Officer in this state.

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

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

Sincerely,

J.B. Van Hollen
Attorney General

Cc: Administrative Officer
Mauston Police Department

10-10-12

2 nabbed in drug bust

Two men were arrested in Mauston last Friday in a drug bust at the Alaskan Inn and Suites on the city's east side, police Chief Mark Messer said in a news release Monday.

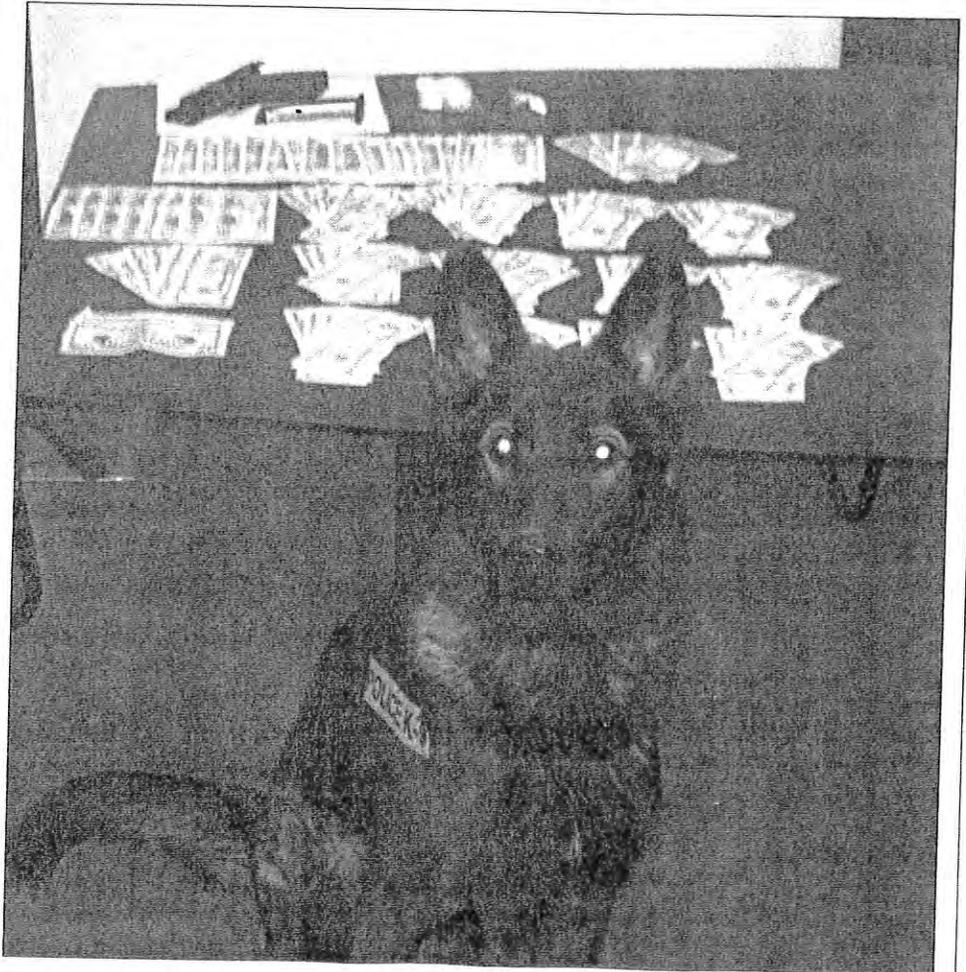
Officers executed a search warrant at the motel at about 9 p.m. in a room and in a vehicle parked outside. They seized about \$3,600, 32.63 grams of crack cocaine with an estimated street value of \$3,000 and a stolen handgun.

Police also recovered a flat screen television taken from a Mauston residence from the motel room.

Ronnie R. Watson, 35, of Milwaukee and Antwaun D. Gray, 26, of Waukesha were arrested and tentatively charged with felony possession of cocaine with intent to deliver, among other crimes.

Mauston Police Department officers were assisted by Yaro, the department's dog, officers of the Juneau County Sheriff's Office and the Juneau County Start Team.

— *Star-Times*



CONTRIBUTED

Mauston Police Department K9 officer Yaro assisted in a drug raid at the Alaskan Inn and Suites that resulted in the seizure of crack cocaine, about \$3,600 in cash and a stolen handgun.

PFC
W/IN
/M

10-11-12
NICE JOB!
TO: 1) 2)
PFR.
PEAS
FILE
/M

Messenger of Mauston

THE MESSENGER OF JUNEAU COUNTY

October 11, 2012

faces

ons

on.
Four of the citations are
what OSHA calls serious
safety violation involving
filing to guard abrasive
heels, keep passageways
clear from clutter, mount fire
extinguishers and remove oil
residue on floors to prevent
workers from slipping.

OSHA states that a serious
violation occurs when there
is a substantial probability that
death or serious physical
injury could result from a
hazard about which the
employer knew or should
have known.

Stroh Precision Die
Casting employs about 90
workers at its Mauston facil-

The company has 15
business days from receipt
of its citations and penalties
to comply, request an infor-
mation conference with
OSHA's area director or
contest the findings before
an independent
Occupational Safety and
Health Review Commission.



MPD DONATES The week of Homecoming has served to be beneficial for a local organization, Circle of Hope. On Tuesday the Mauston Police Department donated a large trash bag filled with the toilet paper that was confiscated from youths busy one evening leaving the traditional Homecoming streamers of toilet paper on area trees and bushes. Circle of Hope will hand out the toilet paper to families and individual through their Grateful Hearts and Lend a Hand programs housed at their center located on Prospect Avenue near Festival Foods. In prior years the cache of toilet paper has been donated to other area programs including the food pantry. MPD office manager Kristi Tremain is pictured here with the donation.

EVA MARIE WOYWOD PHOTO

ates Homecoming 2012 with

ade through downtown



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

10-11-12
P.F.C.
Chief Mark A. Messer
Lt. Michael L. Jackson
(608) 847-3063 or 847-6339
Fax (608) 847-4989

Mu

October 11, 2012

TO: All Police Personnel

FROM: Chief Messer *Mu*

RE: LexisNexis Runs

Chief Messer, PTM. Nault and Lueneburg will be responsible for LexisNexis Runs. All run requests should be forwarded to PTM. Nault and Lueneburg. Usage, accounting, and billing questions can be made to Chief Messer. Continue to use the attached "Verification Form" for run requests. Also attached see "Billing Forms" for use when outside agency requests are made for usage. Outside agencies should be billed \$5.00 per run.

If you any questions, please feel free to make contact.

THANK YOU!!

P.F.C.
COPY

01/12/2012

8:49 AM

Handwritten initials

Custom Budget Comparison - Detail
Police Department with Wage

Account Number		2012 October	2012 Actual 10/12/2012	2012 Budget	Budget Status	% of Budget
100-00-52100-110-000	PD Salary/Wages	15,174.40	327,816.16	421,570.00	93,753.84	77.76
100-00-52100-111-000	PD Clerical PT Wages	440.00	6,022.88	5,985.00	-37.88	100.63
100-00-52100-112-000	PD Officer PT Wages	204.75	20,401.83	20,000.00	-401.83	102.01
100-00-52100-116-000	PD Officer OT Wages	471.98	18,995.49	32,000.00	13,004.51	59.36
100-00-52100-120-000	PD Parking Enforcement Wages	0.00	1,371.00	800.00	-571.00	171.38
100-00-52100-121-000	PD Crossing Guard Wages	1,256.25	17,559.13	22,500.00	4,940.87	78.04
100-00-52100-122-000	PD LEA/Matron Expense	0.00	961.27	800.00	-161.27	120.16
100-00-52100-130-000	PD FICA/Medicare	1,308.73	29,290.33	32,164.00	2,873.67	91.07
100-00-52100-131-000	PD Health Ins	0.00	84,122.28	112,163.00	28,040.72	75.00
100-00-52100-132-000	PD FSA Contribution	334.82	6,680.97	8,500.00	1,819.03	78.60
100-00-52100-133-000	PD Dental Ins	0.00	6,300.88	7,425.00	1,124.12	84.86
100-00-52100-134-000	PD Vision Ins	0.00	1,963.37	2,253.00	289.63	87.14
100-00-52100-135-000	PD WI Retirement	2,833.64	59,967.33	73,577.00	13,609.67	81.50
100-00-52100-190-000	PD Clothing Allowance	0.00	0.00	3,835.00	3,835.00	0.00
100-00-52100-191-000	PD Protective Cloth/Gear	0.00	0.00	618.00	618.00	0.00
100-00-52100-213-000	PD Legal	0.00	8,503.19	10,000.00	1,496.81	85.03
100-00-52100-216-000	PD Hiring	0.00	63.00	1,500.00	1,437.00	4.20
100-00-52100-217-000	PD Investigations	0.00	3,664.73	5,000.00	1,335.27	73.29
100-00-52100-217-100	PD K9 Unit Expenses	0.00	2,865.44	0.00	-2,865.44	0.00
100-00-52100-217-200	PD Under cover Expenses	53.72	3,035.46	0.00	-3,035.46	0.00
100-00-52100-221-000	PD Electricity	0.00	0.00	0.00	0.00	0.00
100-00-52100-224-000	PD Telephone/Fax	290.63	4,646.76	6,180.00	1,533.24	75.19
100-00-52100-290-000	PD Contract Services	0.00	0.00	500.00	500.00	0.00
100-00-52100-293-000	PD Animal Control	0.00	0.00	200.00	200.00	0.00
100-00-52100-310-000	PD Office Supplies	0.00	3,174.40	4,120.00	945.60	77.05
100-00-52100-320-000	PD Membership/Dues	0.00	715.00	515.00	-200.00	138.83
100-00-52100-321-000	PD Publications	20.00	408.40	258.00	-150.40	158.29
100-00-52100-330-000	PD Educ/Trng/Travel	0.00	2,609.36	4,120.00	1,510.64	63.33
100-00-52100-331-000	PD Motor Fuel	196.75	12,227.32	18,000.00	5,772.68	67.93
100-00-52100-341-000	PD Prof Equipt/Supplies	159.64	6,165.09	5,390.00	-775.09	114.38
100-00-52100-352-000	PD Office Equip Maint/Service	244.28	2,145.55	2,650.00	504.45	80.96
100-00-52100-353-000	PD Info Tech	1,417.58	10,127.70	13,815.00	3,687.30	73.31
100-00-52100-354-000	PD Equipmnt Maint(Non Office)	60.00	3,971.71	2,575.00	-1,396.71	154.24
100-00-52100-361-000	PD Building Maintenance	121.00	369.73	515.00	145.27	71.79
100-00-52100-390-000	PD Miscellaneous	23.66	1,558.61	2,500.00	941.39	62.34
100-00-52100-510-000	PD Ins (Non-Labor)	0.00	0.00	0.00	0.00	0.00
Police Department		24,611.83	647,704.37	822,028.00	174,323.63	78.79
Total Expenses		24,611.83	647,704.37	822,028.00	174,323.63	78.79
Net Totals		-24,611.83	-647,704.37	-822,028.00	-174,323.63	78.79



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

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

10-08-12
TO: 1) COUNCIL PACKETS
of [initials]

October 5, 2012

TO: Nathan Thiel, City of Mauston Administrator

RE: Message Note with Upcoming Tax Bill / City House Numbers

As per our conversation and at the request of the Police and Fire Commission we are respectfully asking that you add a message to the outgoing tax bill this coming year.

The message could read as follows; "To ensure the best possible emergency services, city ordinance 22.809(6) requires all homes and businesses to have "Address Numbers" posted on their buildings. Please ensure that your properties have address numbers attached that can be visible from the street."

If you have any questions or are unable to attach this to the next tax bill please advise.

Thank you for your assistance.

Professionally,

Mark A. Messer, Chief of Police
 Mauston Police Department

cc: Mauston Police and Fire Commission
 City of Mauston Common Council

22.809(6) Identification Signs:

- (a) Street Names and Address Numbers: Street numbers are required for each principal residential, commercial and industrial building located on each lot in the City. Such street numbers shall be in a location and of a minimum size to be clearly visible from the street. Street names are optional.

ADMINISTRATOR'S ITEMS

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor		Project Number	
City of Mauston		RBF-1389	
Project Title			
Mauston Landing Rehabilitation			
Period Covered by This Agreement		Name of Program	
October 3, 2012 Through June 30, 2014		Recreational Boating Facilities	
Project Scope and Description of Project			
<p>The City of Mauston proposes to rehabilitate its existing 2-lane boat landing at Riverside Park with a new 38x66' concrete ramp (40' underwater) and approach, an 8x65' floating courtesy dock, paved parking for 15 (+ 1 ADA) vehicle-trailer units, trash receptacles, lighting fixtures, and signage. Parking lot improvements require movement of a fire hydrant and water mains, and construction of a storm water treatment system.</p>			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:	
Total Project Cost	\$369,351.00	<ol style="list-style-type: none"> 1. <i>Chapter NR NR 7, Wisconsin Administrative Code</i> 2. <i>Application Dated 04/24/2012</i> 	
Cost-Share Percentage	45%		
State Aid Amount	\$166,208.00		
Project Sponsor Share	\$203,143.00		

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Boating Facilities and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR NR 7, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$166,208.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 45 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The Sponsor may be eligible to have a single audit performed in accordance with the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA).
2. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
3. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
4. The courtesy dock must be a minimum of 5 feet wide.
5. One car/trailer parking stall must be designated as accessible and correctly signed. This stall must be van accessible.

Check here if you request advance payment totaling \$83,104.00

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

Mayor _____
(Title)

(Date)

By Patrick Kusog for
Mary Rose Teves, Director
Bureau of Community Financial Assistance

3 October 2012
(Date)



MEMO

To: City of Mauston – Common Council
From: Nathan Thiel, City Administrator
Subject: Municipal Flood Control Grant
Date: October 18, 2012

Attached is the full application for your review. There is one point of clarification, during the last meeting I indicated this grant was a 75/25 split. I had confused it with the Hazard Mitigation Grant also submitted this year to address the same project. This grant is really a 70/30 split. DNR has committed \$360,500 to the project. The City would be committing a total of \$154,500. The total project is estimated at \$515,000.

The City has requested quotes from three vendors to perform Land Acquisition. See attached documents.

Eligibility Screening Checklist

Instructions: Complete this checklist before applying for grant funding under s. 281.665, Wis. Stats., and ch. NR 199, Wis. Adm. Code. The Checklist will help you to determine whether or not your project is eligible for funding under the Municipal Flood Control Grant program.

1. Complete questions 1 through 3 of "Section I: Project Screening Information." Proceed to question 4 only if the project passes the eligibility criteria established in questions 1 through 3.
2. If you decide to submit an application for funding, include this completed Eligibility Screening Checklist with other required application materials.

Applicant Name City of Mauston	Project Title Land Acquisition & Expansion of Riverside Park
--	--

Section I: Project Screening Information – Select one box for each question

- Yes No 1. Does the project increase runoff or raise flood elevations upstream or downstream?
- Yes No 2. Does the project channelize a waterbody?
- Yes No 3. Does the project line a waterbody with impervious materials?

If YES to 1, 2 or 3 above, the project is ineligible for Municipal Flood Control funding. Stop here.

- Yes No 4. Does the project provide flood protection to the 100-year flood elevation or greater?
- Yes No 5. If NO to # 4, can the project be modified to provide that level of protection?
- Yes No 6. Does the project include historic structures or archaeological sites?
- Yes No 7. If YES to # 6, does the project protect these structures or sites?
- Yes No 8. Is the applicant in good standing in the National Flood Insurance program?
- Yes No 9. Does the project protect the natural and beneficial functions of aquatic and riparian environments?
- Yes No 10. Is this project consistent with land use, watershed and other resource management plans?
If NO, explain in your submittal.
- Yes No 11. Does the project provide adequate opportunity for public access and use of the waterbody?
- Yes No 12. If NO to # 11, are there compelling health or safety concerns related to public access?
Explain in your submittal.
- Yes No 13. Has the applicant held public meetings and conducted other outreach efforts related to this project?
- Yes No 14. Is there public opposition to this project? If YES, describe the type and nature of the opposition in your submittal.
- Yes No 15. Will the applicant follow Best Management Practices in all phases of the project?

Section II: Other Funding Sources

- Yes No 16. Has the applicant applied to other financial and technical assistance programs for this project?

If YES, list all programs and funding amounts requested and received:

Program Name	Funds Requested	Date Requested	Funds Received	Date Received

Municipal Flood Control Grant Application

Form 8700-291 (R 10/09)

Page 2 of 4

Notice: Use of this form is required by the DNR for any application filed pursuant to s. 281.665, Wis. Stats., and ch. NR 199, Wis. Adm. Code. Personally identifiable information collected on this form will be used for grant administration purposes and is not intended to be used for any other purpose. Information will also be made available to requesters as required under Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

Applications must be considered complete by the Department in order to be processed.

DNR Use Only – Ranking & Scoring		
Project Region	Regional Floodplain Reviewer Name	Telephone Number (include area code)
Application Score	Grant Request Type: <input type="checkbox"/> Acquisition & Development <input type="checkbox"/> Local Assistance Grant	
GMU Leader / Basin Leader Acceptance of Project: <input type="checkbox"/> Yes <input type="checkbox"/> No Reason: _____		

Applicant Information

Applicant Name (ex: City of ...)		County		
City of Mauston		Juneau		
Authorized Representative Name		Title	Telephone Number (include area code)	
Nathan Thiel		City Administrator	608-847-6676	
Contact Name		Contact Title		
Nathan Thiel		City Administrator		
Contact Telephone Number (include area code)	Contact Fax Number (include area code)	Contact E-Mail Address		
608-847-6676	608-847-5023	nthiel@mauston.com		
Street Address		City	State	ZIP Code
303 Mansion St		Mauston	WI	53948
Type of Eligible Applicant: <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Metropolitan Sewerage District as defined in ch. NR 200, Wis. Adm. Code				
Consulting Firm or Contractor, if applicable		Consulting Contact Person Name		Title
MSA		John Langhans		Project Manager
Telephone Number (include area code)	Fax Number (include area code)	E-Mail Address		
608-355-8895	608-356-2770	jlanghans@msa-ps.com		
Street Address		City	State	ZIP Code
1230 South Blvd		Baraboo	WI	53913

Project Information

Project Type: (select applicable – 1 high to 8 low)

- Property acquisition and removal of structures which due to zoning restrictions cannot be rebuilt (ranks 1)
- Property acquisition and removal of structures in the 100 year floodplain (ranks 2)
- Property acquisition and removal of repetitive loss or substantially damaged structure (ranks 3)
- Property acquisition and removal of flood damaged structures (ranks 4)
- Floodproofing and flood elevation project in the 100 year floodplain that will remain in the 100 year flood plain (ranks 5)
- Riparian Restoration project on a watercourse: (1) dam or artificial obstruction removal; (2) fish & native plant habitat restoration; (3) erosion control and streambank restoration (ranks 6)
- Acquisition of vacant land for flood water control/strorage or flood water flowage easement (ranks 7)
- Flood control detention pond (ranks 8)

Project Title

Land Acquisition & Expansion of Riverside Park

Project Location Description Summary, e.g., names of streets, number of blocks, lots or parcels of land

Beach St Properties 119-139, Parcels 29-251-475,474,473,472,471,470

Legal Description: Provide Public Land Survey Coordinates							FEMA Floodplain Map Panel Number
County	Range	E / W	Township	Section	Quarter	Quarter/Quarter	190
Juneau	003		15 N	12	NE	SW	
Flood Elevation / Ground Elevation Information							Datum (select one)
High to low elevation 872' - 868'							<input checked="" type="checkbox"/> NGVD29 <input type="checkbox"/> NAVD88

Municipal Flood Control Grant Application

Form 8700-291 (R 10/09)

Page 3 of 4

Acquisition and Development Eligible Cost Estimate Summary

The costs listed in this section must be incurred during the grant period in order to be eligible for reimbursement or to count as local match.

Eligible Cost as Described in NR 199	A 70% Grant Request	B 30% Local Share	A + B = C Total Cost
1. DNR determined fair market value of property	157,500	67,500	225,000
2. Cost of appraisals	7,000	3,000	10,000
3. Land surveys			
4. Displaced person relocation payments	42,000	18,000	60,000
5. Title evidence	700	300	1,000
6. Recording fees	350	150	500
7. Historical and cultural assessments required by DNR			
8. Environmental inspections	2,450	1,050	3,500
9. Structure removal cost	63,000	27,000	90,000
10. Construction of flood control structure			
11. Riparian restoration of flood control project	45,000	19,500	65,000
12. Engineering or planning fees for project (inc. previously incurred)			
13. Structural floodproofing and elevation cost			
Totals	\$ 318,500	\$ 136,500	\$ 455,000

Local Assistance Eligible Cost Estimate Summary

Costs listed in this section must be incurred during the grant period in order to be eligible for reimbursement or to count as local match.

Eligible Cost as Described in NR 199	A 70% Grant Request	B 30% Local Share	A + B = C Total Cost
1. Labor			
2. Laboratory analysis			
3. Surveys			
4. Publications	350	150	500
5. Mailings	350	150	500
6. Professional service contracts	6,300	2,700	9,000
7. Development activities and similar items			
8. Engineering or planning fees	35,000	15,000	50,000
9. Materials			
10. Supplies			
11. Equipment			
12. Leased equipment			
13. Leased facilities			
Totals	\$ 42,000	\$ 18,000	\$ 60,000

Application Checklist (Send original and two copies to the Grant Program Manager)

See Municipal Flood Control Grants – Part 4: Application Guide for detailed requirements:

- Application Form 8700-291 (3 pages)
- Project Evaluation
- Resolution
- Environmental Hazards Assessment 1800-001 (Completed Page 1 & 2)
- Detailed Project Description
- Map Showing Property Locations, Boundaries, and Existing Conditions
- Property Management Plan
- Applicant Project Scoring Sheet
- Property Acquisition Project Property Appraisal (property over \$200,000 requires the box checked below and only if property is over \$350,000 then two appraisals)

Certification

Select as applicable:

- This application requests funding for a single acquisition project that will cost over \$200,000 but less than \$350,000, and I am requesting a variance from s. NR 199.10(1)(e), Wis. Adm. Code, so that only one appraisal is needed. Before ordering the appraisal, I consulted the DNR Appraisal Reviewer. I understand that all individual projects over \$350,000 will need two appraisals.
- This project has received or is being considered for Federal Emergency Management Agency (FEMA) funding and I am requesting a variance request from s. NR 199.10(1)(c), Wis. Adm. Code, so that the FEMA certified appraisal can be used for Municipal Flood Control Grant purposes.

I certify that to the best of my knowledge and belief, information provided in this application is true and complete.

Name of Authorized Representative (print or type)	Signature of Authorized Representative	Date Signed



October 16, 2012

G.J. Miesbauer & Associates, Inc.

RIGHT OF WAY ACQUISITION SPECIALISTS

Nathan Thiel, Administrator
City of Mauston
303 Mansion Street
Mauston, WI 54938

Re: Flood Control Acquisition Project
Lake Decorah Floodway / Riverside Park
City of Mauston
Acquisition Services Cost Proposal, Revised

Dear Mr. Thiel:

Thank you for the opportunity to submit a proposal for the real estate acquisition for six residential properties in the City of Mauston. From the information provided, there are six residential properties to be acquired and I am to assume all are occupied as single family residences. This proposal includes fees for acquisition negotiation service and relocation assistance service for all six homes. All services will meet appropriate State and Federal laws, policies and guidelines.

I will assume responsibility for acquiring the property. I will review the appraisal report, present the approved offering price, prepare the necessary documents including but limited to the Warranty Deed, and close the transaction.

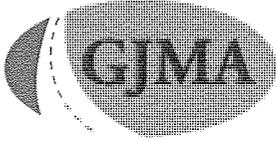
In addition, I will provide relocation assistance services to the occupants of the properties. Services will include but not limited to: calculation of a replacement payment with submittal to the City for approval; presentation of the displacees' relocation eligibilities, payments and other assistance; completion of all required relocation documents including the 90-day Assurance of Occupancy form, Relocation Eligibility letter, Determination of Supplemental Payment form and the Residential Comparison Chart, Relocation Payment Summary form, Relocation Claim form and Decent Safe and Sanitary Inspection (DSS) form. At this point, it is unclear if an acquisition stage relocation plan is necessary for this project. This issue will need to be further researched with the Wisconsin Department of Administration to determine if a report will need to be completed and filed.

I have attached a fee schedule detailing fees for the above services. Thank you for the opportunity to submit this proposal. I am looking forward to working with you. Please feel free to call with any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Miesbauer", written over a light blue dotted line.

Peter Miesbauer
GJ Miesbauer and Associates, Inc.



G.J. Miesbauer & Associates, Inc.
 RIGHT OF WAY ACQUISITION SPECIALISTS

Proposal

Proposal for:
Nathan Thiel City Administrator 303 Mansion Street Mauston, WI 54938

DATE
10/16/2012

DESCRIPTION	QTY	RATE	Total
Flood Control Acquisition Project Lake Decorah Flood Way / Riverside Park City of Mauston Cost Proposal, revised			
Negotiation Fees for 6 residential properties	6	1,500.00	9,000.00
Relocation Fees for 6 residential units (owner or tenant occupant), as needed	6	600.00	3,600.00
		Total	\$12,600.00

Nathan Thiel

From: Dave Selissen <dave@tsland.org>
Sent: Thursday, October 18, 2012 11:11 AM
To: Nathan Thiel; 'kathy'
Cc: kathy@tsland.org
Subject: RE: Mauston Proposal

Hello Nathan,

Thanks for considering our firm to provide real estate services for your upcoming flood way project. After careful consideration we feel we cannot provide a quote for real estate services at this time due to the project timeline and our current workload. Again, thanks for your consideration and we hope you will consider our firm for any future real estate needs the City of Mauston may have.

David J. Selissen
Timbers-Selissen Land Specialists, Inc.
2115 E. Clairemont Avenue, Suite 2A
Eau Claire, WI 54701

From: Nathan Thiel [<mailto:nthiel@mauston.com>]
Sent: Wednesday, October 17, 2012 3:36 PM
To: Dave; kathy
Subject: Mauston Proposal

Thanks for your time and attention on this project.

Regards,

Nathan Thiel, MPA
Mauston City Administrator
303 Mansion St, Mauston, WI 54938

608-847-6676
nthiel@mauston.com



October 19, 2012

Nathan Thiel, City Administrator
City of Mauston
303 Mansion Street
Mauston, WI 53948-1329

Re: Riverside Park Acquisition

Dear Mr. Thiel:

The City of Mauston desires to provide its residents with high-quality amenities. To further this goal, the City would like to acquire six parcels on Beach Street that are adjacent to the Lemonweir River for an expansion of Riverside Park.

Attached you will find MSA's proposal to assist the City with your real estate acquisition project. MSA's real estate team has many years of experience in real estate acquisition and is well versed in Wisconsin real estate law. Additionally, we are very familiar with the City of Mauston, and our current involvement with the Riverside Park/Mansion Street Project will provide efficiencies and synergy with your desired acquisition efforts.

If the City finds our proposal acceptable, please sign and return a copy to MSA. If you have any questions or comments, please feel free to call me at (608) 355-8895 or email at Jlanghans@msa-ps.com.

We look forward to continuing our trusted partner relationship with the City of Mauston.

Sincerely,

Beth A. Steinhauer
Real Estate Acquisition Specialist

John Langhans
Team Leader

JL:dp
Enc.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

1230 SOUTH BOULEVARD • BARABOO, WI 53913-2791
608.356.2771 • 1.800.362.4505 • FAX: 608.356.2770
www.msa-ps.com



Proposal For Services

This AGREEMENT (Agreement) is made today October 19, 2012 by and between CITY OF MAUSTON (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Riverside Park Acquisition of 6 parcels City of Mauston Juneau County Real Estate Acquisition

The scope of the work authorized is:

- 1) MSA will prepare Parcel Files including all documents necessary to acquire parcels in accordance with 32.06 Wisconsin Statutes procedures.
- 2) MSA will meet with the parcel owners to present the offers.
- 3) MSA will record the documents and close the files.
- 4) If property owners exercise their right to a second appraisal, MSA will work with the OWNER and the parcel owners to negotiate a settlement, update the documents, record the signed documents, and close the files.
- 5) OWNER to pay Register of Deeds recording fees as needed.
- 6) OWNER to provide approved right of way plat, title work, legal descriptions, and parcel owner contact information.
- 7) Erickson Right of Way Services, LLC will provide an Acquisition Stage Relocation Plan.
- 8) Erickson Right of Way Services, LLC will provide Relocation Assistance Services for 6 properties. Services will include: the relocation of one owner occupied residential parcel and the relocation of any qualifying tenants at the five parcels. Calculation of a replacement payment with submittal for approval; Presentation of the displacees' relocation eligibilities, payments and other assistance; completion of all required relocation documents including the 90-day Assurance of Occupancy form, Relocation Eligibility letter, Determination of Supplemental Payment form and the Residential Comparison Chart, Relocation Payment Summary form, Relocation Claim form and Decent Safe and Sanitary Inspection (DSS) form.

The Fee for the work is:

- 1) Acquisition and Negotiation Services for six Relocation parcels . Includes parcel files, documents, presenting offers, recording documents, closing files.
\$3,000 Per Parcel, Lump Sum Fee based on three trips to Juneau County \$18,000
+Mileage for each trip needed at the approved government rate (currently 0.555/mile)
 - 2) Acquisition Stage Relocation Plan \$1,500
 - 3) *Relocation Assistance Services for one owner occupied parcel. \$3,500
 - 4) *Relocation Assistance Services for five tenant occupied parcels.
\$3,000 Per Parcel, Lump Sum Relocation Assistance Services \$15,000
+Mileage for each trip needed at the approved government rate (currently 0.555/mile)
- *If parcel is vacant prior to offer being made-No Relocation Fee.

The schedule to perform the work is: Approximate Start Date: 11/1/12
Approximate Completion Date: 11/1/13

The maximum fee for these services without contingency fees is \$ 38,000
+Mileage for each trip needed at the approved government rate (currently 0.555/mile)

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF MAUSTON

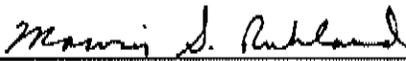
Nathan Thiel
City Administrator

Date: _____

303 Mansion Street
Mauston, WI 53948-1329

Phone: 608-847-6676
nthiel@mauston.com

MSA PROFESSIONAL SERVICES, INC.



Marvin S. Ruhland, P.E.
Transportation Program Manager

Date: October 19, 2012

1230 South Blvd.
Baraboo, WI 53913-2791

Phone: 608-355-8927

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

~~5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.~~

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

~~7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to~~

~~observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.~~

~~The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.~~

8. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

9. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

~~10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.~~

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time;

arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

12. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

13. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

14. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

15. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a

mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation would be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

16. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

17. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, Waushara County.

~~18. When required, MSA will complete a stormwater management plan and erosion control plan as required by applicable state statutes and local ordinances. MSA will prepare appropriate development site stormwater management and erosion and sediment control permit applications for submittal by the land owner. To be valid this application(s) will need to be signed by the land owner. If required, MSA will sign the application as the preparer of the document.~~

~~COMPLIANCE WITH THE STORMWATER MANAGEMENT AND EROSION CONTROL PROVISIONS IDENTIFIED IN THE STORMWATER MANAGEMENT PLAN AND EROSION CONTROL PLAN PREPARED BY MSA ARE THE RESPONSIBILITY OF THE OWNER. LAND DISTURBANCE ACTIVITIES CAN COMMENCE ONLY AFTER THE LANDOWNER HAS RECEIVED AUTHORIZATION AND/OR A DNR PERMIT, AND EROSION CONTROL MEASURES HAVE BEEN IMPLEMENTED.~~

~~The Contractor shall be responsible for the implementation of the plan including means, methods, scheduling, sequencing and techniques employed in constructing and maintaining stormwater and erosion facilities and the practices required to comply with all standards and permits until construction is complete and final site stabilization is complete. MSA shall be responsible for the on-site observation stipulated elsewhere in this agreement.~~

~~NOTE: THERE CAN BE SUBSTANTIAL MONETARY FINES AND PENALTIES TO THE OWNER FOR VIOLATIONS OR NON-COMPLIANCE WITH THE CONDITIONS OF THE NOTICE OF INTENT STORMWATER DISCHARGES ASSOCIATED WITH LAND DISTURBING CONSTRUCTION ACTIVITIES. GENERAL PERMIT FROM LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES.~~

19. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**City of Mauston
Title VI Complaint Procedure**

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Mauston may file a Title VI complaint by completing and submitting the agency's Title VI complaint form.

The City of Mauston investigates complaints received no more than 180 days after the alleged incident. The City of Mauston will process complaints that are complete.

Once the complaint is received, the City of Mauston will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated by our office.

The City of Mauston has **30** days to investigate the complaint. If more information is needed to resolve the case, the City of Mauston may contact the complainant. The complainant has **14** business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within **14** business days, the City of Mauston can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has **30** days after the date of the closure letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration at: FTA Office of Civil Rights, 1200 New Jersey Ave., SE, Washington, DC 20590.

City of Mauston
Title IV Complaint Form
*****Print Legibly or Type*****
Complete All Sections, Incomplete Claims May Be Rejected

Section 1				
Information for Person Actually Completing this Claim Report				
Name				
Address				
Telephone	Home	Work	Cell	
Email address				
Accessible Format Requirements?	Large Print <input type="checkbox"/>	Audio Tape <input type="checkbox"/>	TDD <input type="checkbox"/>	Other <input type="checkbox"/> Explain:
Section 2				
Are you filing this complaint on your own behalf? Yes <input type="checkbox"/> *			*Go to Section III	
No <input type="checkbox"/> **				
** Provide the following information about the person for whom you are filing this claim				
Name				
Address				
Relationship to person filing this claim				
Explain the reason why the claimant needs assistance in filing the claim				
As the person submitting the claim, I acknowledge that I have received the permission of the aggrieved party to file this claim on his/her behalf			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Section 3				
Agency claim is being filed against				
Contact Person Name				
Title		Telephone #		
Section 4				
Perceived discrimination experienced was based on (check all that apply)		Race <input type="checkbox"/>	Color <input type="checkbox"/>	National Origin <input type="checkbox"/>
Date of alleged discrimination				
Describe in detail what happened and why you believe the acts were discriminatory – Use additional sheets if needed				
Identify the person/s who allegedly performed the discriminatory act/s				
Identify any witnesses – Use additional sheets if needed				
Name		Telephone #		
Address				
Name		Telephone #		
Address				

Section 5						
Have you, or the person you are filing for, previously filed a Title VI complaint with this agency					Yes <input type="checkbox"/>	No <input type="checkbox"/>
Section 6						
Has this complaint been filed with any other federal, state, or local agency or with any federal or state court?					Yes <input type="checkbox"/> *	No <input type="checkbox"/>
*Check all that apply	Federal Agency <input type="checkbox"/>	Federal Court <input type="checkbox"/>	State Agency <input type="checkbox"/>	State Court <input type="checkbox"/>	Local Agency <input type="checkbox"/>	
Provide filing information below – Use additional sheets if needed						
Agency Name						
Case/Reference/Docket Number Assigned to this claim						
Agency Mailing Address						
Contact Name			Telephone #			
Section 7						
By my signature below, I acknowledge that the information contained in this report is true and complete to the best of my knowledge						
Signature of person completing this form						
Signature of person filing complaint (If different)						
Date Signed						

You may attach any written materials or other information you feel may be relevant to this complaint.

Submit completed form to: City of Mauston, Attn: City Administrator, 303 Mansion Street, Mauston, WI 53948-1329