

Council

11/27/12

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

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. PUBLIC HEARING on City of Mauston Proposed 2013 Annual Budget**
- 4. Discussion and Action Regarding 2013 Annual Budget and Tax Levy**
- 5. Discussion and Action Regarding New Operator License – Melissa J. Rhodes**
- 6. Citizens Address to the Council**  
When addressing the council please state your full name and full address
- 7. Public Works Committee Report**
  - a. Discussion and Action Regarding Pay Request #1 West Side Detention Basin Project**
  - b. Discussion and Action Regarding Pay Request #3 Attewell Detention Basin**
  - c. Discussion and Action Regarding STH 58-82 Redesignation DOT Agreement Revision #3**
  - d. Discussion and Action Regarding Demolition Proposals**
    - i. 143 East State Street**
    - ii. 800 Division Street**
    - iii. 723 Division Street**
  - e. Director of Public Works Report**
  - f. Any Other Business Properly Brought Before the Council**
- 8. Finance and Purchasing Committee Report**
  - a. Discussion and Action Regarding Vouchers**
  - b. Discussion and Action Regarding Resolution No. 2012-16 Providing For The Sale Of Approximately \$3,265,000 Note Anticipation Notes**
  - c. Discussion and Action Regarding Employee and Volunteer Appreciation Recognition**
  - d. Any Other Business Properly Brought Before the Council**
- 9. Plan Commission Report**
- 10. Police Chief's Report**
- 11. Mayor's Report**
  - a. Discussion and Action Regarding December Council Meetings and Finance and Purchasing Committee Authority to Approve Vouchers**
  - b. Discussion and Possible Action Regarding Public Service Commission Information**

**12. Administrator's Report**

- a. Discussion and Action Regarding Resolution 2012-14 Amending City of Mauston Flexible Spending Account**
- b. Discussion and Action Regarding Wisconsin DNR Stewardship Grant Award Acceptance**
  - i. Riverside Park Improvements – Phase 1** (Grant #S-ADLP3-13-1169)
  - ii. Riverside Park Trail Development** (Grant #RTA-572-13)

**13. 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. Economic Development**
- b. Land Transactions**

**14. Reconvene in Open Session**

**15. Possible Discussion and Action As Result of Closed Session Matters**

**16. Any Other Business Properly Brought Before the Council**

**17. Adjourn**

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

**Call to Order/Roll Call** The Mauston Common Council met in regular session on Tuesday, November 13, 2012, in the Council Chambers of Mauston City Hall. Mayor Brian McGuire called the meeting to order at 6:35pm. Members present were Michel Messer, Dennis Nielsen, Dan May, Francis McCoy, Paul Huebner, Rick Noe, and Floyd Babcock. Also present were City Administrator Nathan Thiel, Police Chief Mark Messer, Director of Public Works Rob Nelson, City Attorney Rebecca Richards-Bria, and Administrative Assistant Diane Kropiwka.

**Veterans Day** In honor of Veterans Day, McGuire recognized Nielsen and Babcock and thanked them for their service to our country.

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

**Minutes** McCoy/Noe to approve the minutes of the October 23, 2012, meeting. Motion carried by voice vote.

**Citizens Address to the Council** None

**Operator's Licenses** Babcock/McCoy to approve new operator license for Ronald S. Footer, Terry E. Thompson, and Paul D. Venske. Motion carried by voice vote.

**Mayoral Proclamation Recognizing November as Alzheimer's disease Awareness Month** McGuire presented the proclamation to Ms. Susan Price, LEEPS Volunteer Coordinator, and Ms. Heidi Randall, Mauston ADRC Director.

**Library Board Report** Library Director Bridget Christensen reported on recent activities and new services at Hatch Public Library, including the donation of a digital bulletin board from the Friends of the Library group, the ability to print wirelessly, and Mr. and Mrs. Santa coming on December 1 and December 9. Toys for Joy can be dropped off at the library as well.

**Board of Park Commissioners Report** McGuire offered condolences to the family of Gary Tovsen who passed away on November 10. Nelson reported that the new concession stand will be in operation in spring 2013; the Board is working on a management and usage policy. Thiel reported the Board is considering a modest fee increase for the 2013 Summer Recreation Program registration. Thiel reported that Miller and Associates will be providing concepts for new play equipment at Riverside Park.

**Public Works Committee Report**

**State Highway 82 Pedestrian Improvements Pay Request #1** Noe/McCoy to approve Chippewa Concrete Services pay request in the amount of \$281,361.98. Motion carried unanimously by roll call vote.

**State Highway 58/82 Redesignation Limits Agreement Revision** Noe reported this item was tabled pending additional information.

**Residential Garbage and Recycling Collection Rate** Noe/McCoy to increase the garbage and recycle fee to \$9.99 per month for 2013. Motion carried by voice vote.

**Director of Public Works Report** Nelson reported that brush and leaf pickup will end for the season the week of November 19. Alternate side parking begins December 1.

**Finance Committee Report**

**Vouchers** Huebner/May to approve vouchers in the amount of \$530,191.07. Motion carried unanimously by roll call vote.

**Auditing Services Agreement** Huebner/May to approve the Auditing Services Agreement with Johnson and Block for year ending 2012. Motion carried unanimously by roll call vote.

**Capital Project Financing Overview** Mr. Brian Reilly of Ehlers, Inc. reviewed the financing options for the TIF districts.

**Resolution 2012-15 Declaration of Official Intent to Reimburse Expenditures** Huebner/May to adopt Resolution 2012-15. Motion carried unanimously by roll call vote.

**Health, Welfare and Sustainability Committee Report**

**Use of W.H.E.D.A. Grant Funds** Messer/Huebner to authorize the use of W.H.E.D.A. blight elimination grant funds to raze properties along Beach Street, and one property on Division Street, contingent on the City purchasing the properties. Motion carried unanimously by roll call vote.

**Mayor's Report** McGuire encouraged citizens to use the new pedestrian paths along Highway 82 East. McGuire congratulated Thiel on the birth of his daughter, born November 12.

**Administrator's Report**

**Site Investigation Services** Messer/Noe to contract with Metco for the site investigation at the 928 Hansen Street shop in the amount of \$3,869.00. Motion carried unanimously by roll call vote.

**Discussion and Action Regarding Developer's Agreement** Babcock/Messer to approve the Developer's Agreement with CD Smith, with the addition of a clause stating that if the developer decides not to develop the property, any funds contributed by the City would be reimbursed by the developer. Motion carried unanimously by roll call vote.

**DOT Right of Way Acquisition** Huebner/Messer to accept the DOT proposal to acquire right of way property as part of the Hwy 58/82 Redesignation project. Motion carried by voice vote.

**Closed Session** Noe/Huebner to go into closed session pursuant to Wisconsin State Statute 19.85(1)(c). Motion carried unanimously by roll call vote. Meeting went into closed session at 7:30pm.

**Adjourn** With nothing to report in open session, the meeting adjourned from closed session.

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Nathan R. Thiel, City Administrator

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Date

CITY OF MAUSTON NOTICE OF PUBLIC HEARING  
PROPOSED 2013 GENERAL FUND BUDGET

On Tuesday November 27th, at 6:30 pm, a Public Hearing will be conducted before the Mauston Common Council. The Hearing will be held in the Council Chambers of City Hall, 303 Mansion Street. The purpose of this hearing is to obtain citizen input on the 2013 City Budget. A copy of the complete budget is available at City Hall during regular business hours. Questions can be directed to the City Administrator at (608) 847-6676.

	2011 Actual	2012 Budget	2012 Projected	Proposed Change	2013 Budget	% Change Budget
<b>REVENUE</b>						
Taxes	\$ 1,773,928	\$ 1,776,168	\$ 1,776,168	\$ 3,715	\$ 1,779,883	0.21%
Special Assessments	140,410	61,084	61,084	27,672	88,756	31.18%
Intergovernmental	1,686,365	1,534,594	1,534,594	39,813	1,574,407	2.53%
Licenses & Permits	51,398	70,973	70,973	(9,523)	61,450	-15.50%
Charges for Services	336,076	288,753	288,753	6,832	295,585	2.31%
Fines & Forfeitures	27,790	50,000	40,000	(250)	49,750	-0.50%
Miscellaneous	153,108	51,825	126,825	10,575	62,400	16.95%
<b>TOTAL REVENUE</b>	<b>4,169,075</b>	<b>3,833,397</b>	<b>3,898,397</b>	<b>78,834</b>	<b>3,912,231</b>	<b>2.02%</b>
<b>EXPENDITURES</b>						
<i>Wages &amp; Operational Costs</i>						
General Government	555,884	540,724	540,724	11,357	552,081	2.06%
Public Safety - Police	873,467	822,028	822,028	13,877	835,905	1.66%
Public Safety - Fire	127,662	139,930	139,930	-	139,930	0.00%
Public Works	969,820	896,716	896,716	20,578	917,294	2.24%
Summer Recreation	47,058	56,654	47,900	(4,330)	52,324	-8.28%
Planning & Zoning	75,895	77,591	77,591	2,047	79,638	2.57%
<b>Total Wages &amp; Operational Costs</b>	<b>2,649,786</b>	<b>2,533,643</b>	<b>2,524,889</b>	<b>43,529</b>	<b>2,577,172</b>	<b>1.69%</b>
<i>Non-Operational Costs</i>						
Transfers to other Funds	325,140	320,501	320,501	3,910	324,411	1.21%
Fixed Costs	292,624	274,836	274,836	(7,573)	267,263	-2.83%
Debt Service	430,050	534,314	534,314	(43,302)	491,012	-8.82%
Contributions	76,530	95,010	95,010	(30,000)	65,010	-46.15%
Contingency	20,438	75,936	35,000	2,064	78,000	2.65%
<b>Total Non-Operational Costs</b>	<b>1,144,782</b>	<b>1,300,597</b>	<b>1,259,661</b>	<b>(74,901)</b>	<b>1,225,696</b>	<b>-6.11%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,794,569</b>	<b>\$ 3,834,240</b>	<b>\$ 3,784,550</b>	<b>\$ (31,372)</b>	<b>\$ 3,802,868</b>	<b>-0.82%</b>

2013 Proposed Fund Budget Summary	Projected Beginning Balance	Total 2013 Revenues	Total 2013 Expenditures	2013 Net Revenue	Projected Ending Balance	General Fund Contribution
General Fund	1,192,757	3,912,231	3,802,868	109,363	1,302,120	-
Water Fund	1,648,901	904,074	721,031	183,043	1,831,944	-
Sewer Fund	3,262,352	1,221,900	1,058,693	163,207	3,425,559	-
Library Service Fund	384,498	518,139	507,615	10,524	395,022	291,400
Equipment Replacement Fund	678,326	264,693	294,798	(30,105)	648,221	184,643
Room Tax Fund	24,711	122,000	122,000	-	24,711	-
Taxi Fund	12,343	192,747	205,090	(12,343)	-	14,969
TID 2 Fund	140,960	517,241	438,983	78,258	219,218	-
TID 3 Fund	3,194,815	4,870,848	3,198,970	1,671,878	4,866,693	-

## 2013 BUDGET REQUESTS SUMMARY

Department	Description	One-time Capital Cost	2013 Rev./Sav.	2013 Operational Costs	Net Start-up Costs
<b>General Fund</b>					
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	-
PD	LT Jackson Retirement	7,000	7,000	-	-
PD	2 Working Lieutenant Positions	-	-	1,500	1,500
Admin-Admin	Additional FT Position	-	-	55,000	55,000
Council	Levy Reduction	-	(12,652)	-	12,652
<b>Total General Fund Requests</b>		<b>21,000</b>	<b>(4,405)</b>	<b>57,748</b>	<b>83,152</b>
General Fund Surplus					109,363
<i>General Fund Surplus less Requests</i>					<i>26,211</i>
<b>Water Fund</b>					
PW-Water	GIS	10,000	-	750	10,750
Council	Additional Debt Serv Payment			14,000	14,000
<b>Total Water Fund Requests</b>		<b>10,000</b>	<b>-</b>	<b>14,750</b>	<b>24,750</b>
Water Fund Surplus					183,043
<i>Water Fund Surplus less Requests</i>					<i>158,293</i>
<b>Sewer Fund</b>					
PW-Sewer	GIS	10,000	-	750	10,750
Council	Additional Debt Serv Payment			37,500	37,500
<b>Total Sewer Fund Requests</b>		<b>10,000</b>	<b>-</b>	<b>38,250</b>	<b>48,250</b>
Sewer Fund Surplus					163,207
<i>Sewer Fund Surplus less Requests</i>					<i>114,957</i>

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

Note to come  
11/27/12

Please check appropriate box:

NEW

RENEWAL

1. Applicant Information:

Name: (Last, First, Middle Initial) Rhodes Melissa J  
Address: 353 Grayoide Ave  
Mauston, WI 53948  
Telephone: \_\_\_\_\_ Birth Date: 73  
Driver's License Number \_\_\_\_\_

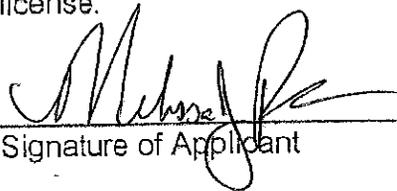
2. Employer Information:

Name: ARM a Ritas Pub  
Address: 1001 E. Hwy 82  
Mauston, WI 53948  
Telephone: 608-853-2124

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

None

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

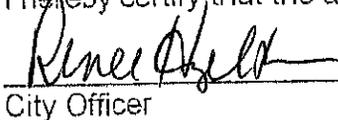
  
Signature of Applicant

Date 11-1-12

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

Outstanding Debts

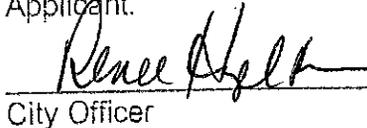
I hereby certify that the applicant owes no outstanding debts or forfeitures to the City of Mauston.

  
City Officer

Date 11/14/12

Certification of Payment

I hereby certify that an Operator's license fee of \$ 30<sup>00</sup> has been paid by the Applicant.

  
City Officer

Date 11/14/12

Beverage Server Course

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

has completed the training course within the last 2 years.

holds an existing operator's license.

has held a retail license, manager's, or operator's license within the last 2 years.

is enrolling or has enrolled in the Beverage Server Training Course.

*Renee Shell*

Date 11/14/12

City Officer

Record Review

11-14-12

OK

*MM*

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

Felony convictions

Repeated misdemeanor convictions

Drug/alcohol related offenses

Ordinance violations

Serious driving convictions

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

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

*Jeffrey...*

Date 11-14-12

Chief of Police

Committee Action

(If requested by the Chief of Police)

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

Date \_\_\_\_\_

City Officer

Council Action

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

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

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

**PUBLIC WORKS  
COMMITTEE  
ITEMS**



**Letter of Transmittal**

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

Date:	November 15, 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			Pay Request #3 for Attewell Detention Basin
3			Pay Request #1 for Westside Detention Basin

THESE ARE TRANSMITTED AS CHECKED BELOW:

- For approval    Approved as submitted    Resubmit \_\_\_\_\_ copies for approval
- For your use    Approved as noted    Submit \_\_\_\_\_ copies for distribution
- As requested    Returned for corrections    Return \_\_\_\_\_ corrected prints
- For review & comment    For your file    \_\_\_\_\_
- FOR BIDS DUE: \_\_\_\_\_ (Date)    RETURNED AFTER LOAN TO US

REMARKS: Rob,

Attached are the Pay Requests for the Attewell and Westside Detention Basins. I have them broken out for the two contracts which Nathan requested.  
Please place these on the agenda for Tuesday, November 27<sup>th</sup>.

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

Copy to \_\_\_\_\_ Signed *Cary Wolcove*

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 Mansian St  
Mauston, WI 53948

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

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

REQUEST NO. 1

REQUEST DATE: 11/15/12

**Contract B**

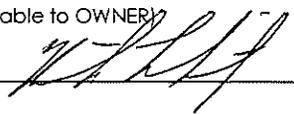
CHANGE ORDER SUMMARY		
Previously Approved Change Orders:	Additions	Deductions
Current Change Orders:	Additions	Deductions
Change Order #1	<b>\$72,876.45</b>	<b>\$38,791.40</b>
Net Change by Change Orders:		<b>\$34,085.05</b>

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:.....	<u>\$181,291.92</u>
NET CHANGE BY CHANGE ORDERS:.....	<u>\$34,085.05</u>
CONTRACT SUM TO DATE:.....	<u>\$215,376.97</u>
TOTAL COMPLETED TO DATE:.....	<u>\$218,736.96</u>
RETAINAGE: (5% of work completed until 50% complete).....	<u>\$5,388.17</u>
TOTAL EARNED LESS RETAINAGE:.....	<u>\$213,348.79</u>
LESS PREVIOUS CERTIFICATES FOR PAYMENT:.....	<u>\$0.00</u>
CURRENT PAYMENT DUE:.....	<u>\$213,348.79</u>

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 0 through 1 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: 11/16/12

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 **Two Hundred Thirteen Thousand, Three Hundred Forty-Eight and 79/100 (\$213,348.79)**.

Recommended by Engineer:  Date: 11-15-2012

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. 1

REQUEST DATE: 11/15/12

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	Quantity	Amount					
<b>Contract B: Westside Industrial Park Detention</b>														
24	Silt Fence	100	LF	\$1.32	\$132.00	0	\$0.00	100	\$132.00	100	\$132.00	100.00%		
25	Tracking Pad	25	TON	\$31.80	\$795.00	0	\$0.00	25	\$795.00	25	\$795.00	100.00%		
26	Site Clearing & Grubbing	1	LS	\$6,840.00	\$6,840.00	0	\$0.00	1	\$6,840.00	1	\$6,840.00	100.00%		
27	Salvage Topsoil	2	AC	\$2,422.50	\$4,845.00	0	\$0.00	2	\$4,845.00	2	\$4,845.00	100.00%		
28	Unclassified Excavation	1	LS	\$56,900.00	\$56,900.00	0	\$0.00	1	\$56,900.00	1	\$56,900.00	100.00%		
29	Clay Liner, 2 Feet Thick	2200	SY	\$4.50	\$9,900.00	0	\$0.00	2376	\$10,692.00	2376	\$10,692.00	108.00%		
30	Regrade Brunner Lot, Approximately 2.5 Acres	1	LS	\$1,250.00	\$1,250.00	0	\$0.00	1	\$1,250.00	1	\$1,250.00	100.00%		
31	Salvage 30" RCP, Deliver to Public Works Shop	442	LF	\$7.81	\$3,452.02	0	\$0.00	442	\$3,452.02	442	\$3,452.02	100.00%		
32	Salvage 30" Apron End Wall, Deliver to Public Works Shop	1	EA	\$375.00	\$375.00	0	\$0.00	1	\$375.00	1	\$375.00	100.00%		
33	Plug Storm Manhole	1	LS	\$320.00	\$320.00	0	\$0.00	1	\$320.00	1	\$320.00	100.00%		
34	Connect to 36" RCP	1	LS	\$320.00	\$320.00	0	\$0.00	1	\$320.00	1	\$320.00	100.00%		
35	Storm Sewer, 72" Precast Concrete Manhole	1	EA	\$3,112.00	\$3,112.00	0	\$0.00	1	\$3,112.00	1	\$3,112.00	100.00%		
36	Storm Sewer, 60" Precast Concrete Manhole	1	EA	\$2,466.00	\$2,466.00	0	\$0.00	1	\$2,466.00	1	\$2,466.00	100.00%		
37	Storm Sewer, 48" Precast Concrete Manhole	3	EA	\$1,892.00	\$5,676.00	0	\$0.00	3	\$5,676.00	3	\$5,676.00	100.00%		
38	Storm Sewer, 2x3 Precast Concrete Box	2	EA	\$1,833.00	\$3,666.00	0	\$0.00	3	\$5,499.00	3	\$5,499.00	150.00%		
39	Storm Sewer, 30" RCP	556	LF	\$48.65	\$27,049.40	0	\$0.00	556	\$27,049.40	556	\$27,049.40	100.00%		
40	Storm Sewer, 18" RCP	484	LF	\$31.10	\$15,052.40	0	\$0.00	484	\$15,052.40	484	\$15,052.40	100.00%		
41	Storm Sewer, 15" RCP	55	LF	\$24.59	\$1,352.45	0	\$0.00	55	\$1,352.45	55	\$1,352.45	100.00%		
42	Storm Sewer, 30" Apron Endwall	2	EA	\$1,815.00	\$3,630.00	0	\$0.00	2	\$3,630.00	2	\$3,630.00	100.00%		
43	Storm Sewer, 18" RCP Apron End Wall	3	EA	\$1,070.00	\$3,210.00	0	\$0.00	3	\$3,210.00	3	\$3,210.00	100.00%		
44	Outlet Control Structure	1	LS	\$5,000.00	\$5,000.00	0	\$0.00	1	\$5,000.00	1	\$5,000.00	100.00%		
45	Sawcut Asphalt	282	LF	\$2.45	\$690.90	0	\$0.00	150	\$367.50	150	\$367.50	53.19%		
46	Sawcut Concrete	51	LF	\$10.16	\$518.16	0	\$0.00	51	\$518.16	51	\$518.16	100.00%		
47	Remove and Dispose of Asphalt Pavement	302	SY	\$2.57	\$776.14	0	\$0.00	225	\$578.25	225	\$578.25	74.50%		
48	Remove and Dispose of Concrete	240	SY	\$2.96	\$710.40	0	\$0.00	206	\$609.76	206	\$609.76	85.83%		
49	Remove and Dispose of Curb and Gutter	80	LF	\$3.59	\$287.20	0	\$0.00	65	\$233.35	65	\$233.35	81.25%		
50	Crushed Aggregate Base Course, 1 1/4" Dense	270	TON	\$14.63	\$3,950.10	0	\$0.00	175.28	\$2,564.35	175.28	\$2,564.35	64.92%		
51	24" Concrete Curb and Gutter	80	LF	\$33.00	\$2,640.00	0	\$0.00	65	\$2,145.00	65	\$2,145.00	81.25%		
52	Concrete Driveway, 9"	240	SF	\$5.50	\$1,320.00	0	\$0.00	206	\$1,133.00	206	\$1,133.00	85.83%		
53	Asphaltic Pavement, Type E1, 3 1/2" thick	302	SY	\$24.25	\$7,323.50	0	\$0.00	225	\$5,456.25	225	\$5,456.25	74.50%		
54	Riprap, Medium	35	TON	\$12.55	\$439.25	0	\$0.00	35	\$439.25	35	\$439.25	100.00%		
55	Restoration; Topsoil, Fertilize, Seed	3300	SY	\$1.00	\$3,300.00	0	\$0.00	5718.9	\$5,718.90	5718.9	\$5,718.90	173.30%		
56	Erosion Mat DOT Class I, Type A	3300	SY	\$1.21	\$3,993.00	0	\$0.00	5718.9	\$6,919.87	5718.9	\$6,919.87	173.30%		
<b>Subtotal - Contract B:</b>					<b>\$181,291.92</b>		<b>\$0.00</b>		<b>\$184,651.91</b>		<b>\$184,651.91</b>			
<b>Original Contract TOTAL:</b>					<b>\$181,291.92</b>		<b>\$0.00</b>		<b>\$184,651.91</b>		<b>\$184,651.91</b>			

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	Quantity	Amount					
<b>Change Orders/Additions</b>														
<b>Change Order</b>														
<b>Contract B - Add</b>														
	Item 26: Clear and Grub Increase	1	LS	\$6,840.00	\$6,840.00	0	\$0.00	1	\$6,840.00	1	\$6,840.00	100.00%		
	Item 28: Unclassified Excavation Increase	1	LS	\$9,851.25	\$9,851.25	0	\$0.00	1	\$9,851.25	1	\$9,851.25	100.00%		
	Storm Sewer, 84" Precast Concrete Manhole	1	EA	\$4,000.00	\$4,000.00	0	\$0.00	1	\$4,000.00	1	\$4,000.00	100.00%		
	Storm Sewer, 24"x36" HE RCP Class III	485	LF	\$80.00	\$38,800.00	0	\$0.00	485	\$38,800.00	485	\$38,800.00	100.00%		
	Storm Sewer, 24"x38" HE Apron End Wall	1	EA	\$2,600.00	\$2,600.00	0	\$0.00	1	\$2,600.00	1	\$2,600.00	100.00%		
	Storm Sewer, 24" Field Inlet	2	EA	\$880.00	\$1,760.00	0	\$0.00	2	\$1,760.00	2	\$1,760.00	100.00%		
	Storm Sewer, 12" RCP	202	LF	\$22.35	\$4,514.70	0	\$0.00	202	\$4,514.70	202	\$4,514.70	100.00%		
	Storm Sewer, 6" Drain Tile w/ Geotextile and Aggregate	194	LF	\$23.25	\$4,510.50	0	\$0.00	194	\$4,510.50	194	\$4,510.50	100.00%		
<b>Contract B - Deduct</b>														
	Item 35: Storm Sewer, 72" Precast Manhole	1	EA	-\$3,112.00	-\$3,112.00	0	\$0.00	1	-\$3,112.00	1	-\$3,112.00	100.00%		
	Item 39: Storm Sewer, 30" RCP	556	LF	-\$48.65	-\$27,049.40	0	\$0.00	556	-\$27,049.40	556	-\$27,049.40	100.00%		
	Item 42: Storm Sewer, 30" RCP Apron End Wall	2	EA	-\$1,815.00	-\$3,630.00	0	\$0.00	2	-\$3,630.00	2	-\$3,630.00	100.00%		
	Item 44: Outlet Control Structure	1	LS	-\$5,000.00	-\$5,000.00	0	\$0.00	1	-\$5,000.00	1	-\$5,000.00	100.00%		
	<b>Subtotal - Change Orders/Additions:</b>				<b>\$34,085.05</b>		<b>\$0.00</b>		<b>\$34,085.05</b>		<b>\$34,085.05</b>			
<b>TOTAL:</b>					<b>\$215,376.97</b>		<b>\$0.00</b>		<b>\$218,736.96</b>		<b>\$218,736.96</b>			

**REQUEST AND CERTIFICATE FOR PAYMENT**

PROJECT: **Mauston-Aftewell 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. 3

REQUEST DATE: 11/15/12

Contract A

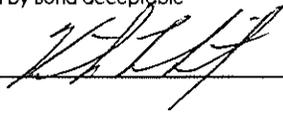
CHANGE ORDER SUMMARY		
Previously Approved Change Orders:	Additions	Deductions
Current Change Orders:	Additions	Deductions
Change Order #1	\$4,750.00	\$0.00
Net Change by Change Orders:		\$4,750.00

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:.....	\$454,443.25
NET CHANGE BY CHANGE ORDERS:.....	\$4,750.00
CONTRACT SUM TO DATE:.....	\$459,193.25
TOTAL COMPLETED TO DATE:.....	\$458,603.77
RETAINAGE: (5% of work completed until 50% complete).....	\$11,361.08
TOTAL EARNED LESS RETAINAGE:.....	\$447,242.69
LESS PREVIOUS CERTIFICATES FOR PAYMENT:.....	\$351,775.40
CURRENT PAYMENT DUE:.....	\$95,467.29

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 2 through 3 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: 11/16/12

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 **Ninety-Five Thousand, Four Hundred Sixty-Seven and 29/100 (\$95,467.29)**.

Recommended by Engineer:  Date: 11-15-2012

Approved by Owner: \_\_\_\_\_ Date: \_\_\_\_\_

CONTINUATION SHEET

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

PROJECT: Mauston-Aftewell 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. 3 REQUEST DATE: 11/15/12

Item No. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit of Measure (D)	Unit Price (E)	Item Total (C*E)	Work Completed				Total Completed To Date (E+F)		% Complete		
						Previous Requests (E)		This Request (F)		Quantity	Amount		Quantity	Amount
						Quantity	Amount	Quantity	Amount					
<b>General Contract A&amp; B</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	0.5	\$250.00	0.5	\$250.00	1	\$500.00	100.00%		
<b>Subtotal - General</b>					<b>\$66,940.00</b>		<b>\$66,690.00</b>		<b>\$250.00</b>		<b>\$66,940.00</b>			
<b>Contract A: Aftewell Detention Basin</b>														
4	Silt Fence	2450	LF	\$1.31	\$3,209.50	1,838	\$2,407.78	185	\$242.35	2023	\$2,650.13	82.57%		
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	1.0	\$6,840.00	0	\$0.00	1	\$6,840.00	100.00%		
7	Salvage Topsoil, Basin Site	12.5	AC	\$2,400.00	\$30,000.00	12.50	\$30,000.00	0	\$0.00	12.5	\$30,000.00	100.00%		
8	Salvage and Replace Topsoil, Spoil Site	26.9	AC	\$2,510.00	\$67,519.00	20.75	\$52,107.60	6.14	\$15,411.40	26.9	\$67,519.00	100.00%		
9	Unclassified Excavation	1	LS	\$172,511.00	\$172,511.00	1.00	\$172,511.00	0	\$0.00	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	3248	\$9,614.08	3248	\$9,614.08	92.80%		
12	Storm Sewer, 48x76 HERCP	14	LF	\$254.00	\$3,556.00	0	\$0.00	14	\$3,556.00	14	\$3,556.00	100.00%		
13	Storm Sewer, 36" RCP with ties	60	LF	\$91.00	\$5,460.00	60	\$5,460.00	0	\$0.00	60	\$5,460.00	100.00%		
14	Storm Sewer, 24" RCP with ties	48	LF	\$63.60	\$3,052.80	48	\$3,052.80	0	\$0.00	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	2	\$13,400.00	2	\$13,400.00	100.00%		
16	Storm Sewer, 36" RCP, Apron End Wall	1	EA	\$2,481.00	\$2,481.00	1	\$2,481.00	0	\$0.00	1	\$2,481.00	100.00%		
17	Storm Sewer, 60" Precast Concrete Manhole	2	EA	\$4,460.00	\$8,920.00	2	\$8,920.00	0	\$0.00	2	\$8,920.00	100.00%		
18	Storm Sewer, 2x3 Precast Concrete Box with Baffle	1	EA	\$1,340.00	\$1,340.00	1	\$1,340.00	0	\$0.00	1	\$1,340.00	100.00%		
19	Riprap, Heavy	650	TON	\$16.63	\$10,809.50	661.72	\$11,004.40	-110.51	-\$2,004.08	541.21	\$9,000.32	83.26%		
20	Grouted Riprap, Heavy	60	TON	\$34.57	\$2,074.20	60	\$2,074.20	0	\$0.00	60	\$2,074.20	100.00%		
21	Type HR Nonwoven Geotextile Filter Fabric	435	SY	\$2.65	\$1,152.75	500	\$1,325.00	0	\$0.00	500	\$1,325.00	114.94%		
22	Restoration; Topsoil, Fertilize, Seed	10915	SY	\$0.29	\$3,165.35	0	\$0.00	29139.2	\$8,450.37	29139.2	\$8,450.37	266.96%		
23	Erosion Mat DOT Class I, Type A	10915	SY	\$1.21	\$13,207.15	0	\$0.00	18853.2	\$22,812.37	18853.2	\$22,812.37	172.73%		
<b>Subtotal - Contract A:</b>					<b>\$361,103.25</b>		<b>\$300,318.78</b>		<b>\$71,482.49</b>		<b>\$371,801.27</b>			
<b>Contract A - Alternatives</b>														
58	Ditch Clearing, Aftewell Street to Martin Street	1	LS	\$13,000.00	\$13,000.00	0	\$0.00	0.8	\$10,400.00	0.8	\$10,400.00	80.00%		
59	Ditch Clearing Restoration, Aftewell to Martin	1	LS	\$2,000.00	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%		
60	Ditch Clearing, Martin Street to Soo Line Railroad	1	LS	\$10,400.00	\$10,400.00	0	\$0.00	0.5	\$5,200.00	0.5	\$5,200.00	50.00%		
61	Ditch Restoration, Martin to Soo Line RR	1	LS	\$1,000.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%		
<b>Subtotal - Contract A, Alternates:</b>					<b>\$26,400.00</b>		<b>\$0.00</b>		<b>\$15,600.00</b>		<b>\$15,600.00</b>			
<b>Original Contract TOTAL:</b>					<b>\$454,443.25</b>		<b>\$367,008.78</b>		<b>\$87,332.49</b>		<b>\$454,341.27</b>			
<b>Change Orders/Additions</b>														
<b>Change Order</b>														
<b>Contract A</b>														
	Grubbing of Spoil Site	1	LS	\$1,000.00	\$1,000.00	0	\$0.00	1	\$1,000.00	1	\$1,000.00	100.00%		
	Timber Mat over NNG Gas Main	1	NTE	\$3,750.00	\$3,750.00	0	\$0.00	0.87	\$3,262.50	0.87	\$3,262.50	87.00%		
<b>Subtotal - Change Orders/Additions:</b>					<b>\$4,750.00</b>		<b>\$0.00</b>		<b>\$4,262.50</b>		<b>\$4,262.50</b>			
<b>TOTAL:</b>					<b>\$459,193.25</b>		<b>\$367,008.78</b>		<b>\$91,594.99</b>		<b>\$458,603.77</b>			

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

DATE: October 29, 2012 (REVISED 3)  
I.D.: 5020-05-01/21/23/41/51/52/71  
HIGHWAY: STH 58/82 LENGTH: 0.64 miles  
TITLE: Grayside Avenue & Union Streets  
COUNTY: Juneau County

This agreement by and between the *City of Mauston*, hereinafter called the *Municipality*, through its undersigned duly authorized officers or officials, hereby request the *State of Wisconsin Department of Transportation*, hereinafter called the *State*, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25 (1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

Existing Facility: STH 58/82 serves as the city's main arterial traveling through the central business district. Traffic volumes are substantially growing faster than the states average. In 1997, the city began looking at rerouting STH 58/82 onto Grayside Ave. and Union St. A 1999 needs assessment completed by Strand Associates studied both corridors and recommends redesignation. In July of 2004, the city council drafted a resolution supporting this change. WisDOT concurs. The improvement will be completed with a 75/25 cost share between the city and State. The new road designation will become a connecting highway while old STH 58/82 will become a city street upon project completion. Existing STH 58/82 will have a 2" mill and replace as part of the redesignation.

Proposed Improvement - Nature of work: Proposed improvements include replacing the pavement with 8" concrete pavement to strengthen the surface for additional truck traffic. The curve at Grayside and Union will be flattened to meet STH standards. Milwaukee Street and Townline Rd access will be closed to Union Street and the railroad crossing warning devices will be refurbished. Narrowing the roadway to 36' and removing all on-street parking on the new route. It is also proposed to improve the Division/Grayside Ave Intersection with a roundabout to address safety problems.

Non-participating Items: Work necessary to finish the project completely, which will be undertaken independently by the municipality: Any water main, sanitary sewer, electrical utility work, and excess drainage.

**ESTIMATED PROJECT COSTS 5020-05-01/21/24/41/51/52/71:**

PHASE	ESTIMATED COST <i>based on year 2010 dollars</i>				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>Preliminary Engineering: (5020-05-01)</b>	\$325,000	\$243,750	75	\$81,250	25
<b>Real Estate Redesignation: (5020-05-21)</b>	\$13,000	\$9,750	75	\$3,250	25
<b>Real Estate Roundabout (HSIP): (5020-05-23)</b>	\$204,000	\$204,000	100	\$0	0
<b>Utilities: (5020-05-41)</b>	\$15,000	\$11,250	75	\$3,750	25
<b>Railroad: (5020-05-51)</b>	\$202,000	\$202,000	100	\$0	0
<b>Railroad: (5020-05-52)</b>	\$11,000	\$11,000	100	\$0	0
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 010, roadway existing 58/82	\$166,000	\$166,000	100	\$0	0
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 020, roadway redesignation	\$1,300,000	\$975,000	75	\$325,000	25
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 030, roadway roundabout HSIP	\$904,000	\$904,000	100	\$0	0
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 040, Standard Lighting	\$112,000	\$56,000	50	\$56,000	50
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 050, Decorative Lighting (standard lighting upcost share)*	\$30,000	\$30,000	LS	\$0	0
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 050, Decorative Lighting CSD**	\$82,000	\$80,000	MAX	\$2,000	BAL
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 060, Water/Sanitary	\$118,000	\$0	0	\$118,000	100
<sup>1</sup> <b>Construction: (5020-05-71)</b> Category 070 Streetscaping	\$68,000	\$27,200	40	\$40,800	60
<b>Hazmat mitigation</b>	\$500	\$0	0	\$500	100
<b>Total Cost Distribution:</b>	<b>\$3,550,500</b>	<b>\$2,919,950</b>		<b>\$630,550</b>	

<sup>1</sup>Estimates include an estimated 10% for construction engineering

\*The standard lighting cost in the segment decorative lighting is being used, is estimated to cost \$60,000, of which the state/fed share is \$30,000.

\*\* CSD is capped at \$80,000 Fed/State dollars, with the remaining costs being 100% the responsibility of the municipality.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State. The Municipality assumes full responsibility for the design, installation, testing and operation of the sanitary sewer and water main and relieves the state and all of its employees from liability for all suits, actions or claims resulting from the sanitary sewer and water main construction under this agreement.

Signed for and in behalf of: City of Mauston  
Municipality

Printed Name Title Date

Signature

Signed for and in behalf of: The State

Printed Name Title Date

Signature

**TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement, which exceeds Federal/State financing commitments, or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - (a) The grading, base, pavement, and curb and gutter.
  - (b) Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - (c) Construction engineering incident to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (d) Signing and pavement marking, including detour routes.

- (e) Storm sewer mains necessary for the surface water drainage.
  - (f) Construction or replacement of sidewalks and surfacing of private driveways.
  - (g) New installations or alteration of street lighting and traffic signals or devices.
  - (h) Real Estate for the improvement.
  - (i) Preliminary engineering and state review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
    - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
    - (b) Construction inspection, staking, and materials testing and acceptance for construction of sanitary sewer and water main.
    - (c) Hazardous materials investigation and mitigation related to sanitary sewer and water main construction and subsequent coordination with the WisDNR.
  5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality will at its own cost and expense:
    - (a) Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps of inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes) for such maintenance through statutory requirements, in a manner satisfactory to the state and will make ample provision for such maintenance each year.
    - (b) Prohibit all parking on the new relocated STH 58/82.
    - (c) Assume full responsibility for the design, installation, testing, and operation of the sanitary sewer system and water main. The Municipality relieves the State and all of its employees from liability for all suites, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
    - (d) Coordinate with the responsible party regarding Remediation including locating a suitable local site for storage of contaminated soils from the sanitary sewer and water main excavation which cannot be replaced in the project trenches or roadway excavations and coordinate with the responsible party regarding the disposal of such soils.

- (e) Coordinate with the WisDNR regarding the discharge into sanitary sewers of contaminated groundwater originating from dewatering of trench excavations for sanitary sewer and water main.
- (f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
- (g) Preserve and maintain all items within project that are considered local amenities and enhancements such as decorative sidewalk and period lighting.

## 9. Basis for Local Participation

- (a) Preliminary Engineering - (Project ID: 5020-05-01): In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Preliminary design engineering for this project are negotiated to be shared - (75%)State/Federal funds, (25%) Municipal funds.
- (b) Participating Real Estate – (Project 5020-05-23): In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Real Estate funding for this project will be shared - (100%)State/Federal funds, (0%) Municipal funds. This project is funded with HSIP funds and is the real estate necessary for the construction of the roundabout at the Division/Union street intersection.
- (c) Participating Real Estate – (Project 5020-05-21): In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Real Estate funding for this project will be shared - (75%)State/Federal funds, (25%) Municipal funds.
- (d) Participating Utilities – (Project 5020-05-41): In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Construction funding for eligible utilities will be shared - (75%)State/Federal funds, (25%) Municipal funds.
- (e) Participating Construction, Rail Road – (Project 5020-05-51/52): In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Construction funding for the Rail Road will be shared - (100%)State/Federal funds, (0%) Municipal funds.
- (f) Participating Construction – (Project 5020-05-71) – Category 010 Roadway Existing 58/82: In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or

modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Construction funding for this project will be shared - (100%)State/Federal funds, (0%) Municipal funds.

- (g) Participating Construction – (Project 5020-05-71) – Category 020 Redesignation: In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Construction funding for this project will be shared - (75%)State/Federal funds, (25%) Municipal funds.
- (h) Participating Construction – (Project 5020-05-71) – Category 030 Roundabout: In accordance with Section 5.0.0 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, where a local unit of government requests additions or modifications to the State design, WisDOT will negotiate an appropriate level of local participation based upon the overall benefit of the project to the local jurisdiction. Construction funding for this project will be shared - (100%)State/Federal funds, (0%) Municipal funds. This category is funded with State/Fed HSIP funds.
- (i) Street Lighting – (Project 5020-05-71) - Category 040 Standard Lighting: In accordance with Section 6.3.7 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, replacement street lighting necessitated by roadway construction is eligible if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system. New continuous street lighting designed to national standards adopted by WisDOT is 50% eligible for Federal/State funding only if installed at the time of project construction, except as it may qualify under special funding programs specifically for lighting. Where an alternate design acceptable to WisDOT is installed, 50% of the cost equivalent to lighting meeting WisDOT standards is eligible, not to exceed 50% of actual costs. Any additional costs of installing the alternative design (i.e. decorative) is not eligible.
- (j) Street Lighting – (Project 5020-05-71) - Category 050 Decorative Lighting: In accordance with Section 6.3.7 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, replacement street lighting necessitated by roadway construction is eligible if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system. New continuous street lighting designed to national standards adopted by WisDOT is 50% eligible for Federal/State funding only if installed at the time of project construction, except as it may qualify under special funding programs specifically for lighting. Where an alternate design acceptable to WisDOT is installed, 50% of the cost equivalent to lighting meeting WisDOT standards is eligible, not to exceed 50% of actual costs. Any additional costs of installing the alternative design (i.e. decorative) is not eligible. The cost of standard lighting in the segment the decorative is to be used is estimated to cost \$60,000 of which the State/Fed will pay 50% of which will be \$30,000 LS. The Decorative Lighting is estimated to cost \$112,000 of which a MAX of \$80,000 will be funded with State/Fed CSD funds and the Balance (currently estimated at \$32,000) by the Municipality.
- (k) Type II Enhancement –CSD:  
In accordance with the State's Facility Development Manual, Chapter 11-3-1, scenic views, community image, and roadside landscaping play an important part in the driving experience, therefore a process to determine aesthetic levels of impact and project funding was developed for type II project enhancements. The State/Union street intersection and roadway for this project both rate as an impact level “B” which provides for a 3% amenity budget. Three

percent of the total construction cost will be added to the project for local amenities. It is estimated that the amenity budget for project ID 5020-05-71 is \$80,000. The Municipality will be responsible for any necessary funds in excess of the project amenity budget for CSD improvements.

- (l) Driveways: In accordance with Section 6.3.5 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, when replacement driveways in kind beyond the sidewalk is 100% eligible for federal/State funding.
- (m) Storm Sewer: In accordance with Section 6.3.6 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, trunk line sewers needed to accommodate surface water naturally flowing to the street are fully eligible in the ratio that the estimated cost of the sewer needed to accommodate the water naturally flowing from the street bears to the total estimated cost of the sewer to be constructed. Laterals are eligible.

The Municipality will pay the difference in cost of the storm sewer system over the needed size. The needed size is based on the runoff generated by a specific rainfall event, determined in Chapter 13 of the WisDOT Facilities Development Manual, falling on the watershed bounded by the road R/W plus flow volumes from existing drainage patterns based on current land use in place on October 1, 2004.

- (n) Landscaping: In accordance with Section 6.3.8 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, landscaping is 80% eligible for Federal/State funding when placement is in the right-of-way or when the Municipality arranges for placement on private property in cases where there is insufficient space in the right-of-way. Landscaping will be consistent with the adopted WisDOT standards (limited to trees and shrubs). It may be designed as part of the roadway project provided the Municipality or property owner accepts responsibility for the maintenance of the landscaping items. Where possible, landscaping design should be consistent with the communities landscaping practices.
- (o) HAZMAT: In accordance with Section 6.3.10 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with transporting hazardous material for which the municipality has been identified as the responsibly party. The municipality is responsible for securing a suitable site to store the material.

## 10. Non-Participating Construction

Utilities: In accordance with Section 6.3.11 of the State's Local Cost Sharing Policy, Chapter 09-03-02 of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with new installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire, or police alarm facilities, parking meters, and similar utilities.

## 11. Connecting Highway Extension & Rescission

- (a) Connecting Highway Extension: The Municipality agrees to an extension of the connecting highway limits on new STH 58/82 described on Jurisdictional Transfer/Connecting Highway Change agreement and following the new alignment of WIS 58. The net center line length of the Connecting Highway mileage will be added to the existing "connecting highway limits" in the Municipality for an increase of aids for future maintenance purposes. Connecting highway aid payments will be adjusted accordingly and the connecting highway status will become effective upon the completion (open to traffic) of this construction project.

Connecting Highway Rescission: The Municipality agrees to a rescission of 0.57 miles of existing connecting highway along STH 58/82 described as: From the intersection of Grayside Ave Avenue and Division Street, thence northerly along Division Street 0.57 miles to the intersection with Division and State Streets. The net center line length of approximately 0.57 miles will be removed from the existing “connecting highway limits” in the Municipality for a decrease of aids for future maintenance purposes. Connecting highway aid payments will be adjusted accordingly and the connecting highway status will become effective upon the completion (open to traffic) of this construction project.

- (b) The Municipality agrees to maintain all portions of the project STH 58/82 that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and will make ample provision for such maintenance each year. Maintenance will include items such as: pavement (overlays less than or equal to 2” or less), storm sewer, curb & gutter, sidewalk, overhead lighting, ice and snow removal, pavement markings, etc.

Comments and Clarification:

This agreement is an active agreement, which may be amended as the project is designed. It is understood that these amendments are needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before WisDOT will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

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INTEROFFICE MEMORANDUM

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**TO:** PUBLIC WORKS COMMITTEE MEMBERS  
**FROM:** ROB NELSON *R*  
**SUBJECT:** PROPOSALS FOR DEMO OF CITY OWNED BUILDINGS @ 143 E. STATE ST AND 800  
DIVISION ST  
**DATE:** 11/20/2012  
**CC:** CITY ADMINISTRATOR

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Below is a breakdown of the proposals that were received from local contractors for demo work at 2 locations.

**143 E. State St:**

Hamm Brothers -----	\$ 15,940
Joseph L. Bollig & Sons, Inc. -----	\$ 12,750
Lenorud Services Inc. -----	\$ 21,550

**800 Division St:**

Hamm Brothers -----	\$ 4625
Joseph L. Bollig & Sons, Inc. -----	\$ 5163
Lenorud Services -----	\$ 5205

With the proposals provided I recommend Bolligs for 143 E. State St and Hamm Brothers for 800 Division.



# MEMO

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**To:** City of Mauston – Common Council  
**From:** Nathan Thiel, City Administrator  
**Subject:** Mauston Fire Association and Demolition Services  
**Date:** November 21, 2012

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As you are aware, the City has been awarded a grant for demolition of six homes within the City. We were awarded \$8,000 for the demolition of 723 Division St. In talking with Chief Kim Hale, the property would be a candidate for doing a fire training exercise. I confirmed with WHEDA that we could still be reimbursed, if we contracted with our Volunteer Fire Association for performing this service. I am recommending we award the Mauston Fire Association \$8,000 for the demolition of 723 Division St. This lump sum payment would cover all labor, necessary inspections and certifications (including asbestos), demolition, and fill material.

*BID PROPOSAL*

Submitted By:  
**LENORUD SERVICES, INC.**  
928 Hanson St.  
Mauston, WI 53948  
Ph/fax: 608-847-2147  
Email: [lenorud@hotmail.com](mailto:lenorud@hotmail.com)  
Contact: Brent Lenorud

Submitted To:  
**CITY OF MAUSTON**  
Attn: Rob Nelson  
303 Mansion St  
Mauston, WI 53948  
608-847-6776

We hereby submit specifications and estimates for:

**OPTION 1:**

Building Demolition of Commercial Building at 143 E. State St. Mauston

- Hauling 35 loads of 30-yard dumpsters at \$180.00 per pull \$6300.00
- Excavator to include 40 hours at 150.00 per hour \$6000.00
- Track Skidsteer to include 10 hours at \$125.00 per hour \$1250.00
- Fill to include approximately 1,000 yards in place at 8.00 per yard \$8000.00
  - Total Commercial Building \$21,550.00

House at 800 Division St Mauston

- Hauling 10 loads of 30-yard dumpsters at \$180.00 per pull \$1800.00
- Excavator to include 10 hours at \$150.00 per hour \$1500.00
- Track skidsteer to include 5 hours at \$125.00 per hour \$625.00
- Fill to include approximately 160 yards in place at \$8.00 per yard \$1280.00
  - Total House \$5205.00

**OPTION 2:**

All based on time and material

Hauling	\$180.00 per pull
Excavator	\$150.00 per hour
Track Skidsteer	\$125.00 per hour
Fill in Place	\$8.00 per yard
Manual Labor Rate	\$60.00 per hour

NOTE: All disposal fees will be paid by City Of Mauston per ton. Asbestos testing and abatement prior to demolition by others. Any other DNR and/or local permits by others. Bid does not include seeding, mulch or other restoration.

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AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES THAT OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER

BID PROPOSAL

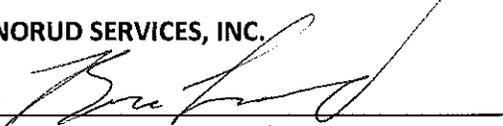
AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

.....  
*We propose* hereby to furnish material and labor-complete in accordance with above specifications, for the sum set forth above depending on an option chosen. BALANCE DUE UPON COMPLETION NET 10 DAYS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Wisconsin lien law applies if not paid within thirty (30) days after completion.

LENORUD SERVICES, INC.

Dated: November 12, 2012

By:   
Brent Lenorud, President/Manager

*Acceptance of Proposal:* The above prices, specifications and conditions Are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Joseph L. Bollig & Sons, Inc.  
 Excavating & Forest Products  
 P.O. Box 163  
 Mauston, WI 53948  
 Telephone 608-847-5585  
 Fax 608-847-5669  
 Email [bollig@hughes.net](mailto:bollig@hughes.net)

**November 20, 2012**

City of Mauston  
 303 Mansion St.  
 Mauston, WI 53948  
 Telephone: 847-6676

Fax:

Email:

**Job Name/Location:**

Demo Building Located @ 143 East State St.  
 (Radio Shack Building)

**Itemized Estimate for work described below:**

Price includes: Machine time, truck time & labor to raze building and its foundation and haul to dump site provided by City of Mauston	\$7,850.00
Tipping fee not included in this price.	
Furnish, place and compact fill sand to fill foundation void to meet existing elevation – approx. 700 cubic yards @ \$7.00 / yd	\$4,900.00
<b>Pricing subject to 5.5 % sales tax, where applicable.</b>	
<b>Total price:</b>	<b>\$12,750.00</b>

**Ground Water Clause:**

If ground water is encountered while excavating, this part of the job will be done on a time and material basis.

**Rock Clause:**

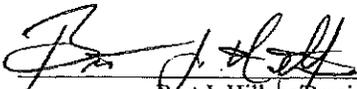
If hard rock is present in the area of excavation and it is impossible to excavate with a standard excavator bucket, there will be an extra charge for time and material.

This proposal applies only to the job described above. This proposal does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun. Such as; hard rock excavation or de-watering of ground water.

Customer agrees that all amounts not paid in 30 days from date of invoice shall accrue interest at the rate of 2% per month (24% per annum) and that Joseph L. Bollig & Sons, Inc. shall be entitled to recover all cost of collection on overdue accounts, including attorney's fees.

**Notice of Lien Rights:**

As required by the Wisconsin Construction Lien Law. The builder hereby notifies owner that persons or businesses furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building(s) if not paid. Those entitled to lien rights, in additions to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notice from those who furnish labor and/or materials for the construction and should give a copy of each notice received to his/her mortgage lender (if any). Builder agrees to cooperate with the owner and owner's lender (if any) to see that all potential lien claimants are duly paid



Bret J. Hillyer/President

Authorized signature(s)

Donald J. Bollig/Vice President

This proposal may be withdrawn by Joseph L. Bollig & Sons, Inc., if not accepted within \_\_\_\_\_ days.

Date of owner's acceptance: \_\_\_\_\_

Owner's signature(s) \_\_\_\_\_

Owner's signature(s) \_\_\_\_\_

Joseph L. Bollig & Sons, Inc.  
 Excavating & Forest Products  
 P.O. Box 163  
 Mauston, WI 53948  
 Telephone 608-847-5585  
 Fax 608-847-5669  
 Email [bollig@hughes.net](mailto:bollig@hughes.net)

**November**

City of Mauston  
 303 Mansion St.  
 Mauston, WI 53948  
 Telephone: 847-6676

Fax:

Email:

**Job Name/Location:**

Demo Building located @ 801 Division St.  
 (Spaulding House)

**Itemized Estimate for work described below:**

Price includes machine time, truck time and labor to raze house and its foundation and haul to dump site provided by City of Mauston	\$4,075.00
Tipping fee not included in this price.	
Furnish, place and compact fill sand to fill foundation void to meet existing elevation –	\$1,088.00
<b>Pricing subject to 5.5 % sales tax, where applicable.</b>	
<b>Total price:</b>	<b>\$5,163.00</b>

**Ground Water Clause:**

If ground water is encountered while excavating, this part of the job will be done on a time and material basis.

**Rock Clause:**

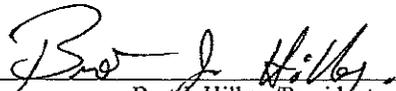
If hard rock is present in the area of excavation and it is impossible to excavate with a standard excavator bucket, there will be an extra charge for time and material.

This proposal applies only to the job described above. This proposal does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun. Such as; hard rock excavation or de-watering of ground water.

Customer agrees that all amounts not paid in 30 days from date of invoice shall accrue interest at the rate of 2% per month (24% per annum) and that Joseph L. Bollig & Sons, Inc. shall be entitled to recover all cost of collection on overdue accounts, including attorney's fees.

**Notice of Lien Rights:**

As required by the Wisconsin Construction Lien Law. The builder hereby notifies owner that persons or businesses furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building(s) if not paid. Those entitled to lien rights, in additions to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notice from those who furnish labor and/or materials for the construction and should give a copy of each notice received to his/her mortgage lender (if any). Builder agrees to cooperate with the owner and owner's lender (if any) to see that all potential lien claimants are duly paid

  
 Bret J. Hillyer/President

Authorized signature(s) \_\_\_\_\_

Donald J. Bollig/Vice President

This proposal may be withdrawn by Joseph L. Bollig & Sons, Inc., if not accepted within \_\_\_\_\_ days.

Date of owner's acceptance: \_\_\_\_\_ Owner's signature(s) \_\_\_\_\_

Owner's signature(s) \_\_\_\_\_



**Notes:**

1. Owner will need to have a hazardous waste assessment done as per DNR regulations before demolition can begin. There is no allowance in this proposal for a hazardous waste assessment.
2. There is no allowance in this proposal for any abatement if the report come back that there are materials that have to be abated.

**NOTICE OF LIEN RIGHTS**

\*As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with Owner or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notice from those who furnish labor and/or material for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the Owner and Owner's lender, if any, to see that all potential lien claimants are duly paid.\*

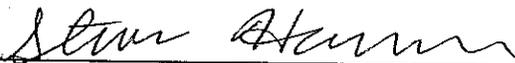
WE PROPOSE HEREBY, the furnish material and labor – complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ AS SET FORTH ABOVE DOLLARS (\$) \_\_\_\_\_ )

Payment to be made as follows:

\_\_\_\_\_ Net due upon completion of work and billing

Authorized  
Signature \_\_\_\_\_



Steve Hamm

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

**PROPOSAL**  
**HAMM BROTHERS, INC**  
**LARRY HAMM & STEVE HAMM**  
ALL TYPES OF COMMERCIAL & INDUSTRIAL DIGGING & DOZING  
W5506 HIGHWAY G  
MAUSTON, WISCONSIN 53948  
PHONE: (608) 847-6159 FAX: (608) 847-4171

\*\*\*\*\*

<u>PROPOSAL SUBMITTED TO:</u>	<u>PHONE:</u>	<u>DATE:</u>
CITY OF MAUSTON		NOVEMBER 14, 2012
<u>STREET ADDRESS:</u>	<u>JOB NAME:</u>	
303 MANSION STREET	OLD RADIO SHACK BUILDING	
<u>CITY, STATE &amp; ZIP CODE:</u>	<u>JOB LOCATION:</u>	
MAUSTON, WISCONSIN 53948	143 E STATE STREET	

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HAMM BROTHERS, INC., the undersigned, do hereby submit the following proposal for demolition and removal of building located on East State Street formerly known as the Radio Shack building. Description of work as stated below.

**1. Demolition:**

Demolition and removal of building. Hamm Brothers will take the building down separating the brick and concrete from the wood debris to try to keep the tonnage going to the landfill as light as possible. Demolition debris will be disposed of as per DNR regulations at the Juneau County Landfill. Metal will be disposed of at a licensed salvage yard. Concrete foundations, walls, floor slabs and brick veneer will be dug out, loaded on trucks, hauled out and disposed of at a concrete Recycling facility

Owner will be responsible for the following items:

- a. Any permits needed for demolition of building.
- b. Removal of anything Owner wishes to be salvaged before demolition occurs.
- c. Disconnection of utilities before demolition occurs.
- d. Any hazardous waste, asbestos testing or abatement if needed
- e. Cost of tipping fees at the Juneau County Landfill

PRICE FOR ABOVE WORK: \$8545.00

**2. Site Restoration:**

After concrete has been removed, haul in, place and compact sand fill in basement area to bring grade back up to match surrounding areas. Proposal is based on 986 cubic yards of import fill (truck measure) at a cost of \$7.50 per cubic yard hauled in, placed and compacted. Fill will be placed in lifts and compacted with vibratory roller to stop settling of fresh fill and provide a solid base. Owner will be responsible for topsoil or gravel for final covering.

PRICE FOR ABOVE WORK: \$7395.00

**Note:**

The above price is not to exceed price. If less fill is used it will be credited back to Owner at the price stated above.

**3. Tipping Fees:**

Owner will be responsible for the cost of tipping fees at the Juneau County Landfill. The current tipping fees at the Landfill are \$56.00 per ton. Owner will be billed for the actual cost of the tipping fees billed to Hamm Brothers at the landfill. Copies of weight tickets will be provided to Owner. Hamm Brothers estimates there will be approximately 108 tons of debris. Total price will vary depending on the actual tonnage billed to Hamm Brothers at the Landfill.

PRICE FOR ABOVE WORK BASED ON THE QUANTITIES STATED ABOVE: \$6048.00

**Notes:**

1. Owner will need to have a hazardous waste assessment done as per DNR regulations before demolition can begin. There is no allowance in this proposal for a hazardous waste assessment.
2. There is no allowance in this proposal for any abatement if the report come back that there are materials that have to be abated.

**NOTICE OF LIEN RIGHTS**

\*As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with Owner or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notice from those who furnish labor and/or material for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the Owner and Owner's lender, if any, to see that all potential lien claimants are duly paid.\*

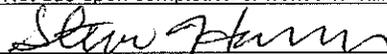
WE PROPOSE HEREBY, the furnish material and labor – complete in accordance with above specifications, for the sum of:

AS SET FORTH ABOVE DOLLARS (\$ \_\_\_\_\_ )

Payment to be made as follows:

Net due upon completion of work and billing

Authorized Signature \_\_\_\_\_

  
Steve Hamm

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

**FINANCE AND  
PURCHASING  
COMMITTEE  
ITEMS**

## November 27, 2012

ACH payments & checks # 47573 – 47685  
11/10/2012 - 11/27/2012

Total = \$709,391.16

Includes December Debt Service of \$513,227.50

Plus

Payroll = \$44,030.17

**Total to approve \$753,421.33**

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 11/10/2012 From Account:  
Thru: 11/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACH	11/16/2012	DWD-UI	55.60
	Manual Check	October UE	
FED	11/16/2012	FEDERAL WITHHOLDING TAX ELECTRONIC	12,911.00
	Manual Check	Payroll Nov 16	
WIS	11/16/2012	Wis Tax Withholding	2,938.86
	Manual Check	payroll Nov 16	
AFLA	11/16/2012	Aflac Insurance	774.30
	Manual Check	November 3 payperiods #76862	
alli	11/27/2012	Alliant Utilities / WP&L	8,296.33
	Manual Check		
DETF	11/16/2012	Department of Employee Trust Fund (ETF)	32,815.28
	Manual Check	Dec Insurance	
fron	11/27/2012	FRONTIER	29.00
	Manual Check	262-000-9912-020503-5 fire whistle	
fron	11/27/2012	FRONTIER	48.67
	Manual Check	847-4333 FIRE FAX	
fron	11/27/2012	FRONTIER	144.78
	Manual Check	ACCT #608-847-4806-100109-5	
fron	11/27/2012	FRONTIER	854.69
	Manual Check	City hall	
GRE	11/16/2012	GREAT WEST DEFERRED COMP	450.00
	Manual Check	Nov 16	
47573	11/14/2012	FALLS TAXI, INC	8,359.50
		October 2012	
47574	11/16/2012	Accucut Systems INC	63.00
		inv 598066	
47575	11/16/2012	AT&T	23.81
		final Muni court phone bill	
47576	11/16/2012	Azuradisc, INC	126.76
		inv 65897	
47577	11/16/2012	Baker & Taylor, INC	184.45
		2 invoices	
47578	11/16/2012	Bump, James V. Sr.	56.28
		P Bash	
47579	11/16/2012	Bump, Rose M.	56.28
		P Bash	
47580	11/16/2012	BWI Public Library Specialists	171.11
		2 invoices	

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 11/10/2012 From Account:  
Thru: 11/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47581	11/16/2012	Centurylink	32.48
47582	11/16/2012	GALE GROUP 5 invoices	1,582.44
47583	11/16/2012	GE MONEY BANK / AMAZON adult books	450.28
47584	11/16/2012	GRAY ELECTRIC inv 12692	184.45
47585	11/16/2012	HOLIDAY WHOLESALE 3 invoices	1,455.16
47586	11/16/2012	JCOMP TECHNOLOGIES INC inv 44893	3,200.83
47587	11/16/2012	JT Schmidt Plumbing, INC REFUND DOUBLE PAYMENT OF PERMIT	76.00
47588	11/16/2012	L V LABORATORIES, LLC TESTING 987	503.00
47589	11/16/2012	LA CROSSE PUBLIC LIBRARY inv 2835	91.20
47590	11/16/2012	MAUSTON AREA CHAMBER OF COMMERCE inv 231	140.00
47591	11/16/2012	MIDWEST TAPE 4 invoices	223.05
47592	11/16/2012	National Pen Company Inv 106628525	338.50
47593	11/16/2012	NAVIANT inv 0115852-in	963.00
47593	11/16/2012	NAVIANT Manual Check void check for library - duplicate paym	-963.00
47594	11/16/2012	OFFICE DEPOT inv. 630710119001	153.67
47595	11/16/2012	ORIENTAL TRADING CO, INC inv. 653729527-01	54.05
47596	11/16/2012	RECORDED BOOKS, LLC inv 74627184	321.80
47597	11/16/2012	RHYME BUSINESS PRODUCTS LLC inv. 12898486	1,023.70
47598	11/16/2012	RHYME BUSINESS PRODUCTS LLC inv 12908535	1,131.75

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 11/10/2012 From Account:  
Thru: 11/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47599	11/16/2012	RICHARDS-BRIA LAW OFFICE	1,833.85
47600	11/16/2012	Rowman & Littlefield Publishing Group inv 09166803	44.60
47601	11/16/2012	Signarama Madison INV 1255	210.04
47602	11/16/2012	SOMEDAY SERVICES LLC Aug, Sept, Oct Maintenance	620.00
47603	11/16/2012	Staples Advantage verbatim	20.02
47604	11/16/2012	Staples Advantage Invoice 115036843	30.00
47605	11/16/2012	Staples Advantage Renee's ink	23.72
47606	11/16/2012	THE MESSENGER OF JUNEAU COUNTY LLC LT Position	126.00
47607	11/16/2012	THE MESSENGER OF JUNEAU COUNTY LLC inv 38793	945.00
47608	11/16/2012	U.S. Toy Co/ Constructive Playthings INV 5125700501/5125700500	1,060.05
47609	11/16/2012	UPSTART BOOKS inv. 4772743	65.20
47610	11/16/2012	WI Department of Tourism INV 1121	65.63
47611	11/16/2012	US POSTMASTER-MAUSTON Manual Check utility bills	418.60
47628	11/15/2012	Crandall, Andy reissue lost check # 41062 5/11/2010	112.50
47629	11/15/2012	Noe, Richard reissue payroll check # 45726 2/24/2012	72.57
47630	11/15/2012	Radcliff, Julie reissue lost check 40839 4/6/2010	20.00
47631	11/16/2012	GCR Tire Centers INV 279-39395 AND 279-39619	814.20
47632	11/16/2012	HOLIDAY WHOLESALE	247.09
47633	11/16/2012	Keller, INC refund of building permit duplicate paym	119.45

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 11/10/2012 From Account:  
Thru: 11/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47634	11/16/2012	SPEE-DEE DELIVERY SERVICE, INC	147.12
47635	11/16/2012	WIS SCTF Payroll Nov 16	92.31
47636	11/27/2012	Associated Bank Green Bay, N.A. INTEREST ONLY 2005A REDEVELOPMENT REV BD	143,060.00 Debt
47637	11/27/2012	Black Hawk 4H Club Help at Pumpkin Bash	250.00
47638	11/27/2012	Bond Trust Services inv 17932	13,398.75
47639	11/27/2012	Bond Trust Services Inv 8109 Series 2010D Sewer Rev Bonds	150.00
47640	11/27/2012	Bond Trust Services INV 8110 Filing for Water 2010C Series	150.00
47641	11/27/2012	C.W.C. Tekcom, LLC Inv 13649 replace siren, speaker	315.97
47642	11/27/2012	Capital Newspapers 2518440 invoice 962616 ref 1994080	102.88
47643	11/27/2012	Capital Newspapers 2537848 566.25 paid on 11/9 #47520	1,152.00
47644	11/27/2012	Capital Newspapers 2598463 inv 1976769	51.78
47645	11/27/2012	Car Wash Doctors invoice 5600 - the tax we are exempt	103.10
47646	11/27/2012	Castle Rock Graphix, LLC business cards Officer Nault	45.00
47647	11/27/2012	Central Insurance Services, INC bond for Nathan - tax collection	250.00
47648	11/27/2012	Cinco de Mayo reissue old check 43576 4/27/2011	10.00
47649	11/27/2012	City of Mauston Police Union DUES Nov 2012	244.56
47650	11/27/2012	Communications Service, INC Inv 41012	681.25
47651	11/27/2012	Delta Dental of Wisconsin 561823	2,738.54
47652	11/27/2012	Dept of Safety & Professional Services Inv 302285 Customer 506586	50.00

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 11/10/2012 From Account:  
Thru: 11/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47653	11/27/2012	Dominion Voting Systems INC inv 106574 memory card, audio and serv.	1,373.48
47654	11/27/2012	E O JOHNSON CO, INC COPIER AT SHOP-RICOH	41.00
47655	11/27/2012	EAGLE PROMOTIONS, INC inv 23460 Chad's safety coat	76.74
47656	11/27/2012	FRONTIER 847-2488 Court phone	95.81
47657	11/27/2012	GENERAL ENGINEERING inv for October 2012	11,833.33
47658	11/27/2012	GRAY ELECTRIC inv 12804 Herriot Dr Street light repai	650.00
47659	11/27/2012	GRAY ELECTRIC inv 12751	314.50
47660	11/27/2012	HAWKINS, INC inv 3405834 & 3405643	727.39
47661	11/27/2012	JOHNSON BLOCK & COMPANY INC invoice 402832	1,162.00
47662	11/27/2012	Juneau County ALP Diane's student fee for 2011-2012	350.00
47663	11/27/2012	JUNEAU COUNTY HIGHWAY DEPT 6 months fuel for Police Department	9,086.68
47664	11/27/2012	JUNEAU COUNTY HIGHWAY DEPT 6 months of fuel	32,423.00
47665	11/27/2012	JUNEAU COUNTY LANDFILL Riverside park cleanup	136.64
47666	11/27/2012	JUNEAU COUNTY LANDFILL statement 19 mattresses	280.00
47667	11/27/2012	JUNEAU COUNTY TREASURER dog and cat licenses	400.00
47668	11/27/2012	LIBERTY MUTUAL INS CO Installment 6	6,562.00
47669	11/27/2012	Macneil Environmental INC inv 95065	560.00
47670	11/27/2012	MAUSTON AREA CHAMBER OF COMMERCE Reimbursement on Chamber bucks	610.00
47671	11/27/2012	NATIONAL ELEVATOR INSP. SERVICES, INC Inv 91014	70.00

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 11/10/2012 From Account:  
Thru: 11/27/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47672	11/27/2012	NORTHSIDE MOBIL oxygen 10031,100379	228.40
47673	11/27/2012	OFFICE DEPOT invoice 631865844001	165.81
47674	11/27/2012	PRIME TIME JIMMY KLINE CANCER RIDE grant reimbursement	94.60
47675	11/27/2012	Sauk County Sheriff's Department Reissue check # 24973	75.00
47676	11/27/2012	THE MESSENGER OF JUNEAU COUNTY LLC yearly renewal for Police department	30.00
47677	11/27/2012	TOTAL FUNDS BY HASLER DUE 12/04/2012 acct 7900011002258062	600.00
47678	11/27/2012	US CELLULAR	8.10
47679	11/27/2012	USA BLUE BOOK, CORP frt due	32.85
47680	11/27/2012	Waffle-Thomas-Lubinski Builders LLP INV #1478 VETS CONCESSION STAND	22,603.70
47681	11/27/2012	WESTERN WI WATERWORKS PROFESSIONALS Kerry,Rob,Dave,Thomas,Chad Dec 12	100.00
47682	11/27/2012	WIS COUNCIL 40, AFSCME, AFL-CIO November union dues	511.50
47683	11/27/2012	Wis State Laboratory of Hygiene	20.00
47684	11/27/2012	Wells Fargo Bank 2011 GO Refund Bond Series	370,167.50 <i>Debt</i>
45556vd	11/15/2012	SMALL, VINCENT Manual Check void	-68.32
45639vd	11/15/2012	Toor, Surjit S Manual Check void	-13.57
47529vd	11/16/2012	HOLIDAY WHOLESALE Manual Check void double paid	-932.25
47587vd	11/16/2012	JT Schmidt Plumbing, INC Manual Check void	-76.00
45726 vd	11/15/2012	Noe, Richard Manual Check void original payroll check	-72.57
Grand Total			709,391.16

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 11/10/2012 From Account:  
Thru: 11/27/2012 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	270,362.43
Total Expenditure from Fund # 109 - Cemetery	81.78
Total Expenditure from Fund # 250 - Library Fund	10,489.00
Total Expenditure from Fund # 270 - Room Tax Fund	3,572.22
Total Expenditure from Fund # 280 - Taxi Fund	15,791.78
Total Expenditure from Fund # 320 - TIF #2	227,047.50
Total Expenditure from Fund # 330 - TIF #3	75,195.00
Total Expenditure from Fund # 400 - Capital Projects Fund	22,603.70
Total Expenditure from Fund # 610 - Water Utility Fund	33,702.71
Total Expenditure from Fund # 620 - Sewer Utility Fund	43,733.04
Total Expenditure from Fund # 710 - Risk Management	6,812.00
Total Expenditure from all Funds	709,391.16

11/21/2012 1:22 PM

Payroll Control Report  
Accounting Interface  
Transaction Date - 11/16/2012

Page: 1  
ACCT

Bank Account:           Description: CITY OF MAUSTON POOLED CASH  
                          Number: 100036

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Number of Checks:	70	Net:	44,030.17	Gross:	58,237.51
Journal Entries:		Debits:	16,156.54	Credits:	16,156.54

\*\* Remember to Process and Post Checks and Journal Entries in Accounting \*\*

Account Number		2012 November	2012 Actual 11/27/2012	2012 Budget	Budget Status	% of Budget
100-00-51110-110-000	M & C Salary/Wages	1,446.12	16,630.38	18,800.00	2,169.62	88.46
100-00-51110-130-000	M & C FICA/Medicare	170.89	1,526.77	1,438.00	-88.77	106.17
100-00-51110-160-000	M & C Employee Recog	338.50	1,609.72	2,250.00	640.28	71.54
100-00-51110-211-000	M & C Auditing	562.00	15,912.00	13,500.00	-2,412.00	117.87
100-00-51110-212-000	M & C Assessing	1,704.57	19,670.33	23,000.00	3,329.67	85.52
100-00-51110-213-000	M & C Legal	420.00	1,243.90	3,800.00	2,556.10	32.73
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	2,292.18	7,583.17	4,000.00	-3,583.17	189.58
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	136.78	1,124.27	2,000.00	875.73	56.21
100-00-51110-591-000	M & C Delinquent Tax Write off	0.00	1,241.18	1,500.00	258.82	82.75
<b>Mayor &amp; Council</b>		<b>7,071.04</b>	<b>67,399.72</b>	<b>72,388.00</b>	<b>4,988.28</b>	<b>93.11</b>
100-00-51400-110-000	Admin Salary/Wages	13,894.59	161,371.32	188,156.00	26,784.68	85.76
100-00-51400-130-000	Admin FICA/Medicare	1,030.95	11,982.57	14,328.00	2,345.43	83.63
100-00-51400-131-000	Admin Health Ins	4,672.64	51,399.04	56,072.00	4,672.96	91.67
100-00-51400-132-000	Admin FSA Contribution	303.89	3,575.44	4,200.00	624.56	85.13
100-00-51400-133-000	Admin Dental Ins	612.64	3,332.32	3,692.00	359.68	90.26
100-00-51400-134-000	Admin Vision Ins	95.89	1,054.79	1,109.00	54.21	95.11
100-00-51400-135-000	Admin WI Retirement	1,639.56	19,006.03	21,726.00	2,719.97	87.48
100-00-51400-210-000	Admin Prof Services	70.00	70.00	1,000.00	930.00	7.00
100-00-51400-213-000	Admin Legal	190.00	2,249.80	5,000.00	2,750.20	45.00
100-00-51400-216-000	Admin Hiring	0.00	0.00	1,000.00	1,000.00	0.00
100-00-51400-221-000	Admin Electricity	748.06	6,385.93	11,000.00	4,614.07	58.05
100-00-51400-222-000	Admin Gas/Heat	0.00	3,408.87	4,000.00	591.13	85.22
100-00-51400-223-000	Admin Water/Sewer	598.10	5,945.62	7,000.00	1,054.38	84.94
100-00-51400-224-000	Admin Telephone/Fax	819.62	5,433.62	6,500.00	1,066.38	83.59
100-00-51400-240-000	Admin Building Maint	1,141.29	16,437.07	6,000.00	-10,437.07	273.95
100-00-51400-290-000	Admin Contract Services	50.00	1,568.43	500.00	-1,068.43	313.69
100-00-51400-310-000	Admin Office Supplies	510.87	4,881.16	8,900.00	4,018.84	54.84
100-00-51400-311-000	Admin Postage/Shipping	199.99	1,638.09	2,000.00	361.91	81.90
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	335.44	2,419.21	4,500.00	2,080.79	53.76
100-00-51400-330-000	Admin Educ/Trng/Travel	350.00	5,904.77	5,000.00	-904.77	118.10
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	710.49	6,902.11	2,100.00	-4,802.11	328.67
100-00-51400-353-000	Admin Info Tech	802.54	6,857.45	8,640.00	1,782.55	79.37
100-00-51400-390-000	Admin Miscellaneous	27.21	2,013.34	3,000.00	986.66	67.11
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
<b>Administration</b>		<b>28,803.77</b>	<b>413,798.91</b>	<b>455,000.00</b>	<b>41,201.09</b>	<b>90.94</b>
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	600.00	1,214.36	1,400.00	185.64	86.74
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
<b>Other Non City Groups</b>		<b>600.00</b>	<b>39,086.78</b>	<b>42,010.00</b>	<b>2,923.22</b>	<b>93.04</b>

Account Number		2012 November	2012 Actual 11/27/2012	2012 Budget	Budget Status	% of Budget
100-00-51200-110-000	PEG Salary/Wages	2,855.90	32,835.78	37,386.00	4,550.22	87.83
100-00-51200-130-000	PEG FICA/Medicare	212.54	2,446.87	2,860.00	413.13	85.55
100-00-51200-131-000	PEG Health Ins	1,112.54	12,237.94	13,351.00	1,113.06	91.66
100-00-51200-132-000	PEG FSA Contribution	76.92	884.58	1,000.00	115.42	88.46
100-00-51200-133-000	PEG Dental Ins	168.06	914.13	879.00	-35.13	104.00
100-00-51200-134-000	PEG Vision Ins	22.83	251.13	264.00	12.87	95.13
100-00-51200-135-000	PEG WI Retirement	337.00	3,874.66	4,337.00	462.34	89.34
100-00-51200-330-000	PEG Educ/Tmg/Travel	50.00	1,059.99	850.00	-209.99	124.70
100-00-51200-390-000	PEG Miscellaneous	0.00	236.58	1,000.00	763.42	23.66
<b>Peg - Communications</b>		<b>4,835.79</b>	<b>54,741.66</b>	<b>61,927.00</b>	<b>7,185.34</b>	<b>88.40</b>
100-00-56400-110-000	Plan & Zoning-Salary/Wages	2,416.38	27,770.77	31,603.00	3,832.23	87.87
100-00-56400-130-000	Bldg & Permits FICA/Medicare	175.98	2,025.51	2,418.00	392.49	83.77
100-00-56400-131-000	Bldg & Permits Health Ins	1,112.54	12,237.94	13,351.00	1,113.06	91.66
100-00-56400-132-000	Bldg & Permit FSA Contribution	76.92	884.58	1,000.00	115.42	88.46
100-00-56400-133-000	Bldg & Permits Dental Ins	168.06	914.13	879.00	-35.13	104.00
100-00-56400-134-000	Bldg & Permits Vision Ins	22.83	251.13	264.00	12.87	95.13
100-00-56400-135-000	Bldg & Permits WI Retirement	285.14	3,277.03	3,666.00	388.97	89.39
100-00-56400-202-000	Bldg & Perm Contracted Service	0.00	500.00	0.00	-500.00	0.00
100-00-56400-202-010	Bldg & Permits Building Inspec	11,833.33	48,605.79	8,000.00	-40,605.79	607.57
100-00-56400-202-020	Bldg & Permits Health/Welfare	446.60	2,499.19	4,000.00	1,500.81	62.48
100-00-56400-213-000	Bldg & Permits Legal/Recording	260.83	874.58	500.00	-374.58	174.92
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	8.43	62.90	2,000.00	1,937.10	3.15
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	14.17	334.83	500.00	165.17	66.97
100-00-56400-330-000	Bldg&Permits Educ/Tmg/Travel	0.00	226.70	800.00	573.30	28.34
100-00-56400-353-000	Bldg & Permits InfoTech	439.83	439.83	150.00	-289.83	293.22
100-00-56400-390-000	Bldg & Permits Miscellaneous	0.00	0.03	200.00	199.97	0.02
<b>Zoning</b>		<b>17,261.04</b>	<b>100,969.15</b>	<b>72,191.00</b>	<b>-28,778.15</b>	<b>139.86</b>
100-00-52100-110-000	PD Salary/Wages	31,079.69	374,540.65	421,570.00	47,029.35	88.84
100-00-52100-111-000	PD Clerical PT Wages	723.25	7,205.38	5,985.00	-1,220.38	120.39
100-00-52100-112-000	PD Officer PT Wages	1,723.41	23,311.49	20,000.00	-3,311.49	116.56
100-00-52100-116-000	PD Officer OT Wages	1,635.64	22,665.52	32,000.00	9,334.48	70.83
100-00-52100-120-000	PD Parking Enforcement Wages	384.00	1,875.00	800.00	-1,075.00	234.38
100-00-52100-121-000	PD Crossing Guard Wages	2,503.50	21,329.76	22,500.00	1,170.24	94.80
100-00-52100-122-000	PD LEA/Matron Expense	533.14	1,494.41	800.00	-694.41	186.80
100-00-52100-130-000	PD FICA/Medicare	2,846.36	33,685.76	32,164.00	-1,521.76	104.73
100-00-52100-131-000	PD Health Ins	9,346.92	102,816.12	112,163.00	9,346.88	91.67
100-00-52100-132-000	PD FSA Contribution	672.99	7,689.64	8,500.00	810.36	90.47
100-00-52100-133-000	PD Dental Ins	1,419.34	7,720.22	7,425.00	-295.22	103.98
100-00-52100-134-000	PD Vision Ins	194.90	2,158.27	2,253.00	94.73	95.80
100-00-52100-135-000	PD WI Retirement	5,871.21	68,982.53	73,577.00	4,594.47	93.76
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	616.10	9,119.29	10,000.00	880.71	91.19
100-00-52100-216-000	PD Hiring	126.00	189.00	1,500.00	1,311.00	12.60
100-00-52100-217-000	PD Investigations	65.00	3,729.73	5,000.00	1,270.27	74.59
100-00-52100-217-100	PD K9 Unit Expenses	0.00	3,118.29	0.00	-3,118.29	0.00

Account Number		2012 November	2012 Actual 11/27/2012	2012 Budget	Budget Status	% of Budget
100-00-52100-217-200	PD Under cover Expenses	0.00	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	627.97	5,456.17	6,180.00	723.83	88.29
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	198.67	3,676.13	4,120.00	443.87	89.23
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	0.00	631.90	258.00	-373.90	244.92
100-00-52100-330-000	PD Educ/Trng/Travel	0.00	2,658.42	4,120.00	1,461.58	64.52
100-00-52100-331-000	PD Motor Fuel	9,659.85	22,097.57	18,000.00	-4,097.57	122.76
100-00-52100-341-000	PD Prof Equip/Supplies	2,331.04	6,873.14	5,390.00	-1,483.14	127.52
100-00-52100-352-000	PD Office Equip Maint/Service	260.57	2,406.12	2,650.00	243.88	90.80
100-00-52100-353-000	PD Info Tech	2,753.75	12,923.95	13,815.00	891.05	93.55
100-00-52100-354-000	PD Equipmnt Maint(Non Office)	1,434.06	5,708.12	2,575.00	-3,133.12	221.67
100-00-52100-361-000	PD Building Maintenance	8.50	386.73	515.00	128.27	75.09
100-00-52100-390-000	PD Miscellaneous	416.39	1,766.85	2,500.00	733.15	70.67
100-00-52100-510-000	PD Ins (Non-Labor)	0.00	0.00	0.00	0.00	0.00
<b>Police Department</b>		<b>77,432.25</b>	<b>759,966.62</b>	<b>822,028.00</b>	<b>62,061.38</b>	<b>92.45</b>
100-00-52200-110-000	FD Salary/Wages	55.60	5,676.42	10,660.00	4,983.58	53.25
100-00-52200-120-000	FD Hourly Wages	332.80	35,832.21	65,340.00	29,507.79	54.84
100-00-52200-130-000	FD FICA/Medicare	24.79	3,145.26	5,900.00	2,754.74	53.31
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	621.19	4,990.55	7,500.00	2,509.45	66.54
100-00-52200-222-000	FD Heating Gas	0.00	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	206.05	2,138.91	2,200.00	61.09	97.22
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	0.00	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	2,236.83	2,552.28	2,000.00	-552.28	127.61
100-00-52200-354-000	FD Equipmnt Maint (Non-Office)	0.00	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	0.00	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	0.00	7,082.11	11,500.00	4,417.89	61.58
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 Purch.del in'13	0.00	1,618.34	2,000.00	381.66	80.92
100-00-52200-821-000	FD Building Improvement	0.00	0.00	0.00	0.00	0.00
<b>Fire Department</b>		<b>3,477.26</b>	<b>81,001.80</b>	<b>371,854.00</b>	<b>290,852.20</b>	<b>21.78</b>
100-00-53100-110-000	Streets Wage/Salary	16,748.96	195,990.94	226,379.00	30,388.06	86.58
100-00-53100-130-000	Streets FICA/Medicare	1,235.41	14,526.43	16,098.00	1,571.57	90.24

Account Number		2012 November	2012 Actual 11/27/2012	2012 Budget	Budget Status	% of Budget
100-00-53100-131-000	Streets Health Ins	5,340.72	58,747.92	64,089.00	5,341.08	91.67
100-00-53100-132-000	Streets FSA Contribution	372.38	4,285.94	4,833.00	547.06	88.68
100-00-53100-133-000	Streets Dental Ins	809.24	4,401.72	4,233.00	-168.72	103.99
100-00-53100-134-000	Streets Vision Ins	110.62	1,216.72	1,279.00	62.28	95.13
100-00-53100-135-000	Streets WI Retirement	1,960.97	22,772.29	24,410.00	1,637.71	93.29
100-00-53100-191-000	Streets Protective Clthng/Gear	76.74	1,560.67	1,500.00	-60.67	104.04
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	250.65	4,674.50	9,500.00	4,825.50	49.21
100-00-53100-223-000	Streets Water/Sewer	530.23	5,244.02	6,500.00	1,255.98	80.68
100-00-53100-224-000	Streets Telephone/Fax	261.51	3,284.24	3,000.00	-284.24	109.47
100-00-53100-231-000	Streets Signage	80.44	4,349.42	2,500.00	-1,849.42	173.98
100-00-53100-232-000	Streets Tree/Brush Removal	50.00	1,350.00	5,000.00	3,650.00	27.00
100-00-53100-240-000	Streets Maintenance/Repair	32,555.00	100,703.21	108,000.00	7,296.79	93.24
100-00-53100-290-000	Streets Contract Services	186.67	2,262.50	2,000.00	-262.50	113.13
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	17.38	490.48	500.00	9.52	98.10
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	8,330.24	15,044.67	12,000.00	-3,044.67	125.37
100-00-53100-340-000	Streets Hand Tls,Matals,Spplies	552.86	10,194.79	10,000.00	-194.79	101.95
100-00-53100-352-000	Streets Office Equip Maint.	13.68	347.03	1,300.00	952.97	26.69
100-00-53100-353-000	Streets Info Tech	96.70	871.95	2,500.00	1,628.05	34.88
100-00-53100-354-000	Streets Equip Maint (Non-Offc)	464.75	16,941.64	32,000.00	15,058.36	52.94
100-00-53100-361-000	Streets Building Maintenance	554.48	2,905.66	1,500.00	-1,405.66	193.71
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	383.11	7,331.19	2,000.00	-5,331.19	366.56
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	350.94	15,023.77	2,500.00	-12,523.77	600.95
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	6,010.58	59,531.73	75,000.00	15,468.27	79.38
100-00-53420-240-000	Street Lights Maint/Repair	650.00	5,707.21	2,000.00	-3,707.21	285.36
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

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100-00-53420-390-000	Street Lights Miscellaneous	0.00	1,052.80	250.00	-802.80	421.12
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	<b>Streets</b>	<b>77,994.26</b>	<b>618,166.00</b>	<b>690,721.00</b>	<b>72,555.00</b>	<b>89.50</b>
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610-00-57510-000-600	Source Salary/Wages	685.78	7,717.34	16,538.00	8,820.66	46.66
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	17.38	473.05	0.00	-473.05	0.00
610-00-57510-000-605	Source Building Maintenance	16.58	1,782.69	3,250.00	1,467.31	54.85
610-00-57520-000-620	Pumping Wage/Salary	685.78	7,717.34	16,538.00	8,820.66	46.66
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	3,282.73	31,444.03	36,000.00	4,555.97	87.34
610-00-57520-000-623	Pumping Operation Supplies/Exp	70.00	1,986.19	1,800.00	-186.19	110.34
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	685.78	7,717.34	16,538.00	8,820.66	46.66
610-00-57530-000-631	Treatment Chemicals	3,432.73	38,822.02	40,500.00	1,677.98	95.86
610-00-57530-000-632	Treatment Operation Supp/Exp	1,355.48	1,355.48	0.00	-1,355.48	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	685.78	7,717.34	16,538.00	8,820.66	46.66
610-00-57540-000-641	T&D Operation Supplies/Expense	137.86	137.86	750.00	612.14	18.38
610-00-57540-000-650	T&D Maintenance Pipes/Reservoir	0.00	14.95	0.00	-14.95	0.00
610-00-57540-000-651	T&D Maintenance Mains	1,100.89	9,468.91	15,000.00	5,531.09	63.13
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	300.00	583.65	0.00	-583.65	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	-196.57	1,044.05	10,000.00	8,955.95	10.44
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	7,924.50	87,731.33	69,067.00	-18,664.33	127.02
610-00-57570-000-921	Water Office Supplies	551.23	5,927.23	10,000.00	4,072.77	59.27
610-00-57570-000-923	Outside Services Contracted	354.58	14,756.49	0.00	-14,756.49	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	795.38	8,895.39	9,857.00	961.61	90.24
610-00-57570-000-928	Regulatory Commission Exp	0.00	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	178.67	1,517.73	0.00	-1,517.73	0.00
610-00-57570-000-933	Water Transportation	8,330.24	15,167.60	10,000.00	-5,167.60	151.68
610-00-57570-000-935	Water Maintenance of Plant	0.00	1,131.96	500.00	-631.96	226.39
610-00-57570-001-926	Health Ins	3,004.39	33,048.29	36,053.00	3,004.71	91.67
610-00-57570-002-926	FSA Contribution	209.93	2,397.15	2,733.00	335.85	87.71
610-00-57570-003-926	Dental Insurance	456.32	2,482.06	2,387.00	-95.06	103.98
610-00-57570-004-926	Vision Insurance	62.89	689.59	725.00	35.41	95.12
610-00-57570-005-926	WIS Retirement	1,258.79	14,073.14	14,947.00	873.86	94.15
610-00-57570-006-926	Training, Travel	100.00	1,857.26	0.00	-1,857.26	0.00
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	<b>Water</b>	<b>35,486.92</b>	<b>331,313.17</b>	<b>356,279.00</b>	<b>24,965.83</b>	<b>92.99</b>
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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	7,098.50	78,098.80	98,500.00	20,401.20	79.29

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620-00-57310-000-822	Power & Fuel for Aeration Equ	36.00	124.38	0.00	-124.38	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	5,277.28	53,252.49	0.00	-53,252.49	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	707.04	7,071.16	12,000.00	4,928.84	58.93
620-00-57310-000-828	Transportation	8,330.24	15,217.24	10,500.00	-4,717.24	144.93
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	70.00	22,531.33	85,250.00	62,718.67	26.43
620-00-57320-000-832	Maint Collection Pumping Equip	0.00	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	122.08	3,270.25	13,250.00	9,979.75	24.68
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	10,864.25	121,666.21	52,529.00	-69,137.21	231.62
620-00-57340-000-851	Office Supplies/Expenses	736.23	8,731.86	21,350.00	12,618.14	40.90
620-00-57340-000-852	Hired/Contractual Services	200.00	9,526.80	9,875.00	348.20	96.47
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	810.35	9,161.16	11,864.00	2,702.84	77.22
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	3.43	311.24	1,500.00	1,188.76	20.75
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	178.67	1,521.36	0.00	-1,521.36	0.00
620-00-57340-001-854	Health Ins	3,004.39	33,048.29	48,952.00	15,903.71	67.51
620-00-57340-002-854	FSA Contribution	209.97	2,397.17	3,667.00	1,269.83	65.37
620-00-57340-003-854	Dental Ins	456.30	2,481.95	3,223.00	741.05	77.01
620-00-57340-004-854	Vision Ins	62.68	689.58	968.00	278.42	71.24
620-00-57340-005-854	WIS Retirement	1,282.00	14,483.96	17,990.00	3,506.04	80.51
620-00-57340-006-854	Training, Travel, Education	0.00	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 Util 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	75,916.85	251,637.88	275,561.57	23,923.69	91.32
620-00-58200-000-428	Amorti of Debt Disc't & 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 Contruction-Cr	0.00	0.00	0.00	0.00	0.00

Sewer		115,366.26	670,980.22	784,992.57	114,012.35	85.48
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

Account Number		2012 November	2012 Actual 11/27/2012	2012 Budget	Budget Status	% of Budget
100-00-55300-224-000	Sum Rec Telephone/Fax	3.36	160.32	200.00	39.68	80.16
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	247.81	402.92	500.00	97.08	80.58
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
<b>Summer Rec</b>		<b>251.17</b>	<b>45,903.08</b>	<b>56,654.00</b>	<b>10,750.92</b>	<b>81.02</b>
<b>Total Expenses</b>		<b>368,579.76</b>	<b>3,183,327.11</b>	<b>3,786,044.57</b>	<b>602,717.46</b>	<b>84.08</b>
<b>Net Totals</b>		<b>-368,579.76</b>	<b>-3,183,327.11</b>	<b>-3,786,044.57</b>	<b>-602,717.46</b>	<b>84.08</b>

Custom Budget Comparison - Summary  
Council Report

	2012 November	2012 Actual 11/27/2012	2012 Budget	Budget Status	% of Budget
Mayor & Council	7,071.04	67,399.72	72,388.00	4,988.28	93.11
Administration	28,803.77	413,798.91	455,000.00	41,201.09	90.94
Other Non City Groups	600.00	39,086.78	42,010.00	2,923.22	93.04
Peg - Communications	4,835.79	54,741.66	61,927.00	7,185.34	88.40
Zoning	17,261.04	100,969.15	72,191.00	-28,778.15	139.86
Police Department	77,432.25	759,966.62	822,028.00	62,061.38	92.45
Fire Department	3,477.26	81,001.80	371,854.00	290,852.20	21.78
Streets	77,994.26	618,166.00	690,721.00	72,555.00	89.50
Water	35,486.92	331,313.17	356,279.00	24,965.83	92.99
Sewer	115,366.26	670,980.22	784,992.57	114,012.35	85.48
Summer Rec	251.17	45,903.08	56,654.00	10,750.92	81.02
=====					
<b>Total Expenses</b>	<b>368,579.76</b>	<b>3,183,327.11</b>	<b>3,786,044.57</b>	<b>602,717.46</b>	<b>84.08</b>
=====					
<b>Net Totals</b>	<b>-368,579.76</b>	<b>-3,183,327.11</b>	<b>-3,786,044.57</b>	<b>-602,717.46</b>	<b>84.08</b>



411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4426  
Tel 414.277.5000  
Fax 414.271.3552  
www.quarles.com

*Attorneys at Law in:*  
*Phoenix and Tucson, Arizona*  
*Naples and Tampa, Florida*  
*Chicago, Illinois*  
*Milwaukee and Madison, Wisconsin*  
*Washington, DC*  
*Shanghai, China*

November 19, 2012

**VIA EMAIL**

Mr. Nathan R. Thiel  
City Administrator/Clerk/Treasurer  
City of Mauston  
City Hall  
303 Mansion Street  
Mauston, WI 53948

Re: \$3,265,000 City of Mauston  
Note Anticipation Notes

Dear Mr. Thiel:

Attached is the **Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Ehlers & Associates, Inc. ("Ehlers"). Please review it carefully.

It is our understanding that the Resolution will be considered by the Common Council at its regular meeting on November 27, 2012.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt the Resolution. We have attached an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

Following the adoption of the Resolution, we request that you return two executed copies of the Resolution, as well as the Certificate and Excerpts, to us for our review. All of these originally signed documents will be included in the closing transcripts. A copy of the Resolution should be incorporated into the minutes of the November 27, 2012, meeting.

Mr. Nathan R. Thiel  
November 19, 2012  
Page 2

If you have any questions regarding the documents or any other matter, please do not hesitate to call us at any time.

Very truly yours,

QUARLES & BRADY LLP

  
Jeffrey D. Peelen

JDP:BKD:adb

Attachments

cc: Ms. Diane Kropiwka (w/attach. via email)  
Mr. Sean Lentz (w/attach. via email)  
Mr. Brian Reilly (w/attach. via email)  
Bridgette DeToro, Esq. (w/attach. via email)

**Resolution No. 2012-16**  
**City of Mauston**  
RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY  
\$3,265,000 NOTE ANTICIPATION NOTES

WHEREAS the City of Mauston, Juneau County, Wisconsin (the "City") is presently in need of approximately \$3,265,000 for public purposes, including providing interim financing for project costs in the City's Tax Incremental District No. 3; and

WHEREAS it is desirable to borrow said funds through the issuance of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The Notes. The City shall issue its Note Anticipation Notes in an amount not to exceed \$3,265,000 (the "Notes") for the purpose above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Note Sale. The City Administrator/Clerk/Treasurer (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Administrator/Clerk/Treasurer may determine and to cause copies of a Notice of Note Sale and other pertinent data to be forwarded to interested bidders as the City Administrator/Clerk/Treasurer may determine.

Section 4. Official Statement. The City Administrator/Clerk/Treasurer shall cause an Official Statement concerning this issue to be prepared by Ehlers. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted, approved and recorded November     , 2012.

---

Brian T. McGuire  
Mayor

ATTEST:

---

Nathan R. Thiel  
City Administrator/Clerk/Treasurer

(SEAL)

March 5, 2012

Pre-Sale Report for:  
\$3,265,000 Note Anticipation Notes,  
Series 2012

City of Mauston, Wisconsin



**Prepared and Presented by:**

Brian Reilly  
Financial Advisor

Sean Lentz  
Financial Advisor

## Details of Proposed Debt

- Proposed Issue:** \$3,265,000 Note Anticipation Notes, Series 2012 (the “Notes”)
- Purpose:** Proceeds of the Notes will provide for interim financing of capital projects in the City’s Tax Incremental District No. 3 (TID 3), including:
- Hwy 82 pedestrian improvements (2012)
  - Mansion Street & Riverside Park improvements (2012 & 2013)
  - Acquisition of adjacent Beach Street Property (2013)
- Authority:** The Notes are being issued pursuant to Section 67.12(1)(b), WI Statutes.
- The Notes do not count against the City’s General Obligation borrowing capacity limit of 5% of the total City equalized valuation. However, the City will covenant to maintain sufficient borrowing capacity to allow for the issuance of General Obligation Promissory Notes in an amount to redeem the Notes at the time of maturity.
- Funding Source(s):** Tax Increment District No. 3 revenues
- Arbitrage Monitoring:** Interest on the Notes is exempt from federal income tax to the extent the City complies with both the arbitrage rebate and yield restriction requirement of the Internal Revenue Code. To comply, the City must either remit profits from investing Notes proceeds at a yield in excess of the Note yield to the Treasury or satisfy an exception. The Notes will qualify for the Small Issuer exemption, as the City does not anticipate issuing more than \$5 million in tax-exempt debt in the calendar year. However, additional measures must be taken to comply with the yield restriction requirements over the life of the Notes.
- Rating:** The City currently carries a long-term general obligation debt rating of A+ from Standard & Poor’s (S & P). While our projections are based on a non-rated offering, we will explore the potential to obtain a short-term rating for the Notes from S & P. The size of the Notes includes the cost of a rating.
- Bank Qualification:** Because the City is issuing less than \$10,000,000 in the calendar year, the City will be able to designate the Notes as “bank qualified” obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.
- Term/Call Feature:** The Notes are being issued for a 5-year period (12/1/17 maturity). The Notes shall be subject to optional redemption at the discretion of the City on December 1, 2014, or any date thereafter at a price of par (100%).



Continuing  
Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain “material events” to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Method of Sale:

In order to obtain the lowest interest cost for the City, we will solicit competitive bids for purchase of the Notes from local banks in your area, as well as national and regional underwriters.

We have included an allowance for discount bidding equal to 0.80% (\$8.00 / \$1,000) of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of its compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.



## Proposed Debt Issuance Schedule

Pre-Sale Review by Council:	November 13, 2012
Potential Rating Call:	Week of November 26, 2012
Distribute Official Statement:	Week of December 3, 2012
City Council Meeting to Award Sale of the Notes:	December 11, 2012
Estimated Closing Date:	December 27, 2012

## Attachments

- Exhibit 1: Projection of General Obligation Borrowing Capacity
- Exhibit 2: Estimated Capitalization and Debt Service Schedules
- Exhibit 3: TID 3 Cash Flow Forecast

## Ehlers Contacts:

Financial Advisors:	Brian Reilly Sean Lentz	(651) 697-8541 (651) 697-8509
Disclosure Coordinator:	Kara Meverden	(651) 697-8545
Bond Sale Coordinator:	Connie Kuck	(651) 697-8527

The Official Statement for this financing will be mailed to the Board Members at their home address for review prior to the sale date.

# Exhibit 1

For Discussion Only

**City of Mauston, WI**

Projection of General Obligation Borrowing Capacity

Year	Call Date: Equalized Valuation	6/1/2016	12/1/2020	5% G.O. Borrowing Capacity	Beginning of Year Principal Outstanding	Total Principal Payment	End of Year Principal Outstanding	End of Year Remaining Borrowing Capacity	End of Year Percent Remaining
		2009 G.O. Notes \$1,415,000	2011 G.O. Bonds \$4,390,000						
2012	204,748,800	170,000	325,000	10,237,440	5,475,000	495,000	4,980,000	<b>5,257,440</b>	<b>51%</b>
2013	204,748,800	185,000	360,000	10,237,440	4,980,000	545,000	4,435,000	5,802,440	57%
2014	204,748,800	190,000	375,000	10,237,440	4,435,000	565,000	3,870,000	6,367,440	62%
2015	204,748,800	195,000	375,000	10,237,440	3,870,000	570,000	3,300,000	6,937,440	68%
2016	204,748,800	210,000	380,000	10,237,440	3,300,000	590,000	2,710,000	7,527,440	74%
2017	204,748,800	45,000	390,000	10,237,440	2,710,000	435,000	2,275,000	7,962,440	78%
2018	204,748,800	45,000	390,000	10,237,440	2,275,000	435,000	1,840,000	8,397,440	82%
2019	204,748,800	45,000	410,000	10,237,440	1,840,000	455,000	1,385,000	8,852,440	86%
2020	204,748,800		420,000	10,237,440	1,385,000	420,000	965,000	9,272,440	91%
2021	204,748,800		435,000	10,237,440	965,000	435,000	530,000	9,707,440	95%
2022	204,748,800		125,000	10,237,440	530,000	125,000	405,000	9,832,440	96%
2023	204,748,800		130,000	10,237,440	405,000	130,000	275,000	9,962,440	97%
2024	204,748,800		135,000	10,237,440	275,000	135,000	140,000	10,097,440	99%
2025	204,748,800		140,000	10,237,440	140,000	140,000	0	10,237,440	100%
<b>Total</b>		1,085,000	4,390,000						

# Exhibit 2

For Discussion Only

City of Mauston, WI

## Estimated Debt Service and Capitalization Schedules

### **\$3,265,000 Note Anticipation Notes, Series 2012**

Dated/Delivery Date: 12/27/2012  
 First Interest Due: 6/1/2013  
 Capitalized Interest Through: N/A  
 Principal Due: 12/1/2017 *(bullet maturity)*  
 First Par Call: 12/1/2014  
 Rating: Non-rated *potential S & P short-term rating*

*Interest rate estimate based on recent sale of non-rated G.O. debt due in 2017 +1.00%*

Year	Principal	Rate	Interest	Total P & I	
2012					
2013			60,583.89	<b>60,583.89</b>	
2014			65,300.00	<b>65,300.00</b>	
2015			65,300.00	<b>65,300.00</b>	
2016			65,300.00	<b>65,300.00</b>	
2017	3,265,000	2.00%	65,300.00	<b>3,330,300.00</b>	
<b>Totals</b>	<b>\$3,265,000</b>		<b>\$321,783.89</b>	<b>\$3,586,783.89</b>	
<u>Cost of Funds Estimates</u>					
True Interest Cost (TIC):			1.6448%		
All Inclusive Cost (AIC):			2.0940%		
<b>Sources of Funds</b>					
Par Amount of Notes					\$ 3,265,000
Total Sources of Funds					\$ 3,265,000
<b>Uses of Funds</b>					
Underwriter's Discount (0.80%)					\$ 26,120
Costs of Issuance					35,000
Deposit to Construction Fund					3,200,000
Rounding/Contingency					3,880
Total Uses of Funds					\$ 3,265,000

Exhibit 3

For Discussion Only

City of Mauston, WI

Tax Increment Forecast

TID No. 3

District Classification Industrial  
 Creation Year 1995  
 Creation Date 9/26/1995  
 End of Expenditure Period 9/26/2017  
 Maximum Life of District (Final Year) 9/26/2022  
 Final Revenue Year 2023

Inflation Factor: 0.00%

	<b>12/31/2011</b>
Utility Advance	469,200
RDA Advance	-
	<b>510,108</b>

Cash Balance (12/31/2011) \$ 723,165

Projected

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Assessments Increment	Assessments Due	Projected Total Revenue	2009 G.O. Prom. Note \$1,415,000	2011 G.O. Ref. Bonds \$4,390,000	2012 Note Antic. Notes <sup>2</sup> \$3,265,000	Projected Total Expenses	Annual Balance	Transfers to TID 2 <sup>1</sup>	Remaining	Cumulative Cash Bal.
2010	2011	2012	-	22,362,800	30.28	677,230	-	677,230	148,595	78,089		226,684	450,546	-	450,546	663,603	
2011	2012	2013	-	22,582,800	30.28	683,892	-	683,892	160,555	72,415	60,584	293,554	390,338	-	390,338	1,053,941	
2012	2013	2014	-	22,582,800	30.28	683,892	-	683,892	161,790	76,815	65,300	303,905	379,987	-	379,987	1,433,929	
2013	2014	2015	-	22,582,800	30.28	683,892	-	683,892	162,518	76,035	65,300	303,853	380,040	-	380,040	1,813,968	
2014	2015	2016	-	22,582,800	30.28	683,892	-	683,892	172,635	75,060	65,300	312,995	370,897	-	370,897	2,184,866	
2015	2016	2017	-	22,582,800	30.28	683,892	-	683,892		78,955	65,300	144,255	539,637	-	539,637	2,724,503	
2016	2017	2018	-	22,582,800	30.28	683,892	-	683,892		77,555		77,555	606,337	-	606,337	3,330,840	
2017	2018	2019	-	22,582,800	30.28	683,892	-	683,892		76,015		76,015	607,877	-	607,877	3,938,718	
2018	2019	2020	-	22,582,800	30.28	683,892	-	683,892		79,265		79,265	604,627	-	604,627	4,543,345	
2019	2020	2021	-	22,582,800	30.28	683,892	-	683,892		82,240		82,240	601,652	-	601,652	5,144,997	
2020	2021	2022	-	22,582,800	30.28	683,892	-	683,892				-	683,892	-	683,892	5,828,889	
2021	2022	2023	-	22,582,800	30.28	683,892	-	683,892				-	683,892	-	683,892	6,512,782	

Notes

1. TID 3's sharing of increment with TID 2 will end in 2014 unless reauthorized in 2013. The maximum term of sharing is through 2019.
2. Only the interest amounts are shown for payments related to the proposed 2012 Note Anticipation Notes

Excerpts of Minutes of Meeting  
of the  
Common Council of the  
City of Mauston

Need to fill in  
attendance and  
motion/second

A regular meeting of the Common Council of the City of Mauston, Juneau County, Wisconsin, was duly called, noticed, held and conducted in the manner required by the Common Council and the pertinent Wisconsin Statutes on November 27, 2012. The Mayor called the meeting to order at 6:30pm.

The following members were present: Mayor Brian McGuire, Alderperson Michel Messer, Alderperson Dennis Nielsen, Alderperson Dan May, Alderperson Francis McCoy, Alderperson Paul Huebner, Alderperson Rick Noe, and Alderperson Floyd Babcock.

The following members were absent:

(Here occurred business not pertinent to the financing.)

The following resolution was then moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

RESOLUTION NO. 2012-16

RESOLUTION PROVIDING FOR THE SALE OF  
APPROXIMATELY \$3,265,000 NOTE ANTICIPATION NOTES

(A true copy of the resolution as adopted is attached hereto and incorporated herein by reference.)

Upon the vote being taken, the following voted

Aye:

Nay:

Abstaining:

and the resolution was declared adopted.

(Here occurred business not pertinent to the financing.)

Upon motion made and seconded, the Common Council adjourned.

\* \* \* \* \*

Certification of Minutes Excerpt

I, Nathan R. Thiel, am the duly qualified and acting City Clerk of the City of Mauston, Juneau County, Wisconsin.

I hereby certify that the foregoing is a true and correct excerpt of the official minutes of the Common Council meeting of November 27, 2012, with respect to Common Council action to provide for the sale of \$3,265,000 Note Anticipation Notes.

I further certify that the attached is a true and correct copy of the resolution adopted by the Common Council at such meeting.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on November 27, 2012.

(SEAL)

---

Nathan R. Thiel  
City Administrator/Clerk/Treasurer

**CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS**

I, Diane D. Kropiwka, Administrative Assistant  
(name) (title)

of The City of Mauston  
(official name of municipality)

hereby certify that:

1. **Meeting Date.** On the 27<sup>th</sup> day of November, 2012 a  
Common Council meeting was held commencing  
(County Board, Common Council, etc.)  
at 6:30 o'clock p.m. at Mauston City Hall, 303 Mansion Street, Mauston, WI 53948.  
(location)

2. **Posting.** On the 21<sup>st</sup> day of November, 2012 at approximately  
3:00 o'clock p.m., I posted or caused to be posted a notice setting forth the time, date,  
place and subject matter (including specific reference to the borrowing) of said meeting in the  
following public places (attach an extra sheet if necessary):

Mauston City Hall Exterior

Mauston City Hall Interior

Hatch Public Library

AND/OR

**Publication.** The \_\_\_\_\_  
(County, City, etc.)

caused a notice setting forth the time, date, place and subject matter (including specific reference  
to the borrowing) of said meeting to be published on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the following news medium or media (attach an extra sheet if necessary):

\_\_\_\_\_

\_\_\_\_\_  
(If notice was published rather than posted, attach copy  
of published notice).

3. **Notification of Media.** On the 21<sup>st</sup> day of November, 2012 at approximately 3:00 o'clock P.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the City of Mauston, or, if none exists, to a news medium  
(County, City, etc.)

likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the (regular, special, adjourned annual, etc.) Mauston Common Council which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

\_\_\_\_\_  
Name: Diane D. Kropiwka  
Title: Administrative Assistant

Attest:

\_\_\_\_\_  
Name: Nathan R. Thiel  
Title: City Administrator

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)

**MEMORANDUM**

**Date:** November 27, 2012

**To:** Finance and Purchasing Committee

**Re:** Appreciation Recognition Gifts for Committee, Commission, Board Members and Staff

**From:** Diane Kropiwka, Administrative Assistant

Mayor McGuire has selected the token of appreciation to be distributed this year; the cost is \$338.50.

Chamber Bucks for employees this year should total approximately \$1450.

Recommendation to approve up to \$1900 for Appreciation Recognition Gifts for 2012.

**POLICE AND  
FIRE  
COMMISSION  
ITEMS**

Arrests & Citations by Officer (Type)

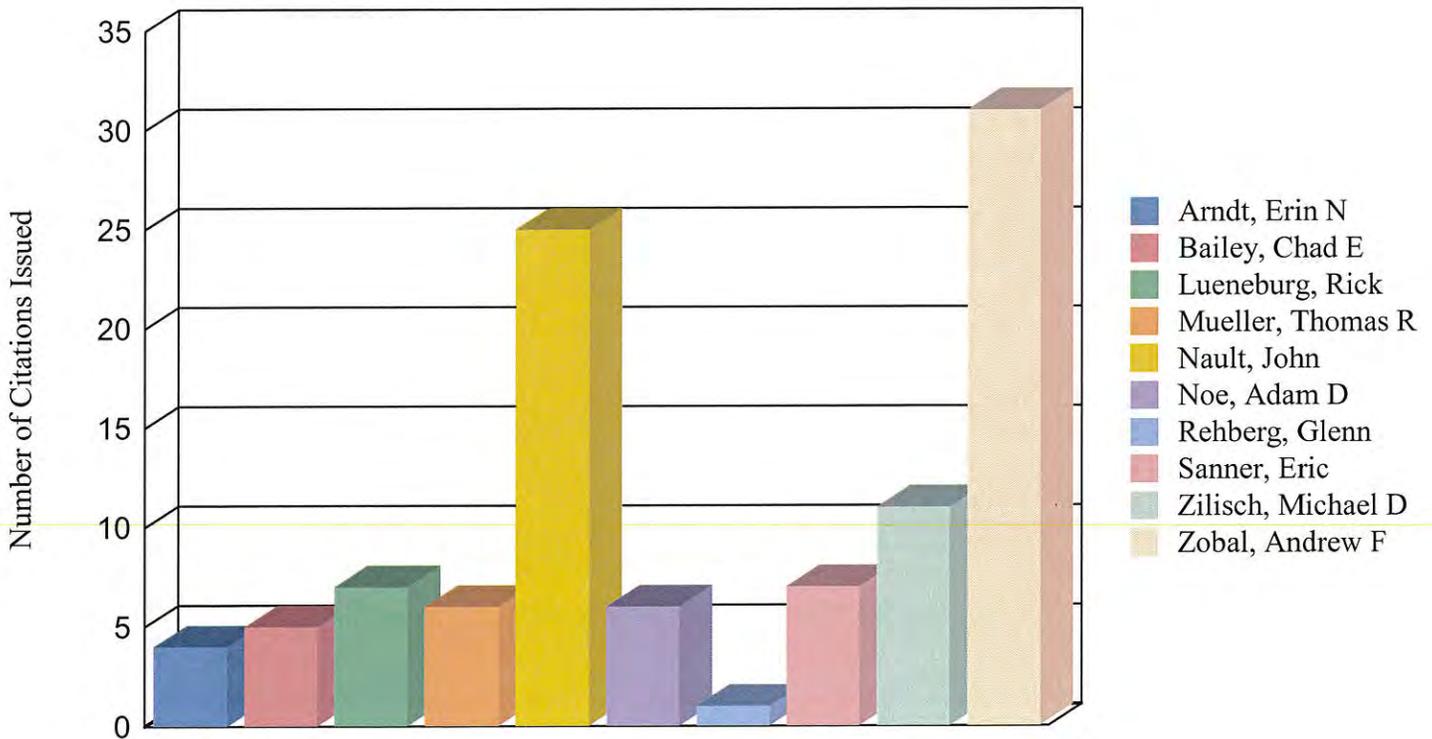
Arrest/Issue Date: 10/01/2012 through 10/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
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OCT

### Arrests and Citations (by Officer)



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

Arrest/Issue Date: 10/01/2012 through 10/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
<b>Arndt, Erin N</b>				
	Arrest - State	943.10(1)	Burglary - Steal/Commit Felony	2
				<hr/> 2
	Citation - Municipal	11-947.013	Harassment	2
				<hr/> 2
<b>Bailey, Chad E</b>				
	Arrest - State	Probation/Hold	Probation Hold	1
				<hr/> 1
	Citation - Municipal	11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=\$2500)	1
		11-947.01	DISORDERLY CONDUCT	2
				<hr/> 3
	Citation - Traffic	346.89(1)	Inattentive Driving	1
				<hr/> 1
<b>Lueneburg, Rick</b>				
	Arrest - State	Probation/Hold	Probation Hold	2
				<hr/> 2
	Citation - Municipal	11.207(1)	Loud/Unnecessary noises-general	1
		11-943.61	THEFT OF LIBRARY MATERIAL	1
		11-961.41	POSSESSION OF THC	1
		11-961.573	Possess Drug Paraphernalia	1
		946.41(1)	RESIST/OBSTRUCT OFFICER (FORFEITURE)	1
				<hr/> 5
<b>Mueller, Thomas R</b>				
	Arrest - State	DOMESTIC	Domestic Disturbance	1
				<hr/> 1
	Citation - Municipal	11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=\$2500)	1
		943.24(1)	ISSUE WORTHLESS CHECKS	3
				<hr/> 4
	Citation - Traffic	346.57(4)(e)	Speeding On City Highway (16-19 Mph)	1
				<hr/> 1
<b>Nault, John</b>				
	Arrest - State	943.24 (1)	Issue Worthless Checks	1
		943.38(1)	Forgery	1
		961.41(1m)(cm)(3)	POSS INTENT DELIVER COCAINE 15G<40G	2
		Warrant	Arrested On Warrant	2
				<hr/> 6
	Citation - Municipal			

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

Arrest/Issue Date: 10/01/2012 through 10/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
<b>Nault, John</b>				
	Citation - Municipal			
		11-254.92	POSSESSION OR PURCHASE OF TOBACCO BY MINOR	1
		11-943.01	Damage To Property	1
		11-943.20	Theft-Movable Property <=\$2500	2
		11-943.61	THEFT OF LIBRARY MATERIAL	1
		11-947.01	DISORDERLY CONDUCT	3
		12.45(1)	Animal Running at Large	1
		12.45(2)	Unlicensed animal	1
		943.24(1)	ISSUE WORTHLESS CHECKS	3
				<u>13</u>
	Citation - Traffic			
		341.03(1)	OPERATE AFTER REV/SUSP OF REGISTRATION	1
		343.44(1)(a)	Operating After Suspension	1
		343.44(1)(b)	OPERATING WHILE REVOKED (FORFEITURE)	1
		344.62(1)	Operate Motor Vehicle w/o Insurance	1
		346.46	Fail To Stop/Improper Stop At Stop Sign	1
		346.89(1)	Inattentive Driving	1
				<u>6</u>
<b>Noe, Adam D</b>				
	Arrest - State			
		943.20(1)(a)	Theft	1
		961.41(3g)(e)	Possess Thc (Marijuana)	2
				<u>3</u>
	Citation - Municipal			
		943.24(1)	ISSUE WORTHLESS CHECKS	3
				<u>3</u>
<b>Rehberg, Glenn</b>				
	Arrest - State			
		947.01(1)	Domestic/D.C.	1
				<u>1</u>
<b>Sanner, Eric</b>				
	Arrest - State			
		943.01(2)(d)	Crim Damage Prop >\$1000	1
				<u>1</u>
	Citation - Traffic			
		341.04(1)	Non-Registration Of Auto, Etc	2
		343.05(3)(a)	Operate W/O Valid License	1
		344.62(2)	Operate Motor Vehicle w/o Proof of Insurance	2
		346.37(1)(c)3	Failure To Obey Sign Or Signal-Work Area	1
				<u>6</u>
<b>Zilisch, Michael D</b>				
	Arrest - State			
		943.21(1m)(d)	Fraud On Gas Station	1
		943.38(1)	Forgery	2
		943.41(4)	Card Crimes -Forgery	1
				<u>4</u>
	Citation - Municipal			

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

Arrest/Issue Date: 10/01/2012 through 10/31/2012

Officer: All

Officer	Type	Offense Code	Offense Description	Total
<b>Zilisch, Michael D</b>				
	Citation - Municipal			
		11-943.50	RETAIL THEFT-INTENTIONALLY TAKE (<=\$2500)	1
		943.24(1)	ISSUE WORTHLESS CHECKS	3
				<u>4</u>
	Citation - Traffic			
		343.44(1)(a)	Operating After Suspension (2nd)	1
		346.10(2)	Passing At Intersection	1
		347.48(4)(am)	Viol Of Child Safety Restraint - Child 4 Yrs But < 8 Yrs	1
				<u>3</u>
<b>Zobal, Andrew F</b>				
	Citation - Municipal			
		11-118.15	COMPULSORY SCHOOL ATTENDANCE	1
		11-118.16	SCHOOL ATTENDANCE ENFORCEMENT CHILD	13
		11-118.163	SCHOOL ATTENDANCE ENFORCEMENT PARENT	10
		11-947.01	DISORDERLY CONDUCT	5
		11-948.61	DANGEROUS WEAPONS ON SCHOOL PREMISES NOT FIRE	1
		11-961.573	Possess Drug Paraphernalia	1
				<u>31</u>
			<b>GRAND TOTAL:</b>	<u><u>103</u></u>

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

Arrest/Issue Date: 10/01/2012 through 10/31/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
11.207(1)	Loud/Unnecessary noises-general	1	0	1	0	0	0	0	0
11-118.15	COMPULSORY SCHOOL	1	0	0	1	0	0	0	0
11-118.16	SCHOOL ATTENDANCE	13	0	0	1	4	5	3	0
11-118.163	SCHOOL ATTENDANCE	10	0	0	1	2	5	2	0
11-254.92	POSSESSION OR PURCHASE OF	1	0	0	1	0	0	0	0
11-943.01	Damage To Property	1	0	0	0	1	0	0	0
11-943.20	Theft-Movable Property <=\$2500	2	0	1	0	0	0	0	1
11-943.50	RETAIL THEFT-INTENTIONALLY	3	0	1	0	0	1	0	1
11-943.61	THEFT OF LIBRARY MATERIAL	2	0	0	2	0	0	0	0
11-947.01	DISORDERLY CONDUCT	10	0	0	2	2	3	1	2
11-947.013	Harassment	2	0	0	0	0	0	2	0
11-948.61	DANGEROUS WEAPONS ON SCHOOL	1	0	1	0	0	0	0	0
11-961.41	POSSESSION OF THC	1	0	0	0	1	0	0	0
11-961.573	Possess Drug Paraphernalia	2	0	0	1	1	0	0	0
12.45(1)	Animal Running at Large	1	0	0	0	1	0	0	0
12.45(2)	Unlicensed animal	1	0	0	0	1	0	0	0
341.03(1)	OPERATE AFTER REV/SUSP OF	1	0	0	1	0	0	0	0
341.04(1)	Non-Registration Of Auto, Etc	3	1	1	0	0	1	0	0
341.15(1m)(a)	Fail/Attach Rear Regis. Decal/Tag	1	0	0	0	0	1	0	0

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

Arrest/Issue Date: 10/01/2012 through 10/31/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
343.05(3)(a)	Operate W/O Valid License	1	1	0	0	0	0	0	0
343.44(1)(a)	Operating After Suspension	1	0	0	1	0	0	0	0
	Operating After Suspension (2nd)	1	0	1	0	0	0	0	0
343.44(1)(b)	OPERATING WHILE REVOKED	1	0	1	0	0	0	0	0
344.62(1)	Operate Motor Vehicle w/o Insurance	1	0	1	0	0	0	0	0
344.62(2)	Operate Motor Vehicle w/o Proof of	2	1	0	0	0	1	0	0
346.10(2)	Passing At Intersection	1	0	0	0	0	0	1	0
346.31(3)(b)	Improper Left Turn/Intersection	1	1	0	0	0	0	0	0
346.37(1)(c)3	Failure To Obey Sign Or Signal-Work	1	0	0	0	1	0	0	0
346.46	Fail To Stop/Improper Stop At Stop Sign	1	0	1	0	0	0	0	0
346.57(4)(e)	Speeding On City Highway (11-15 Mph)	3	0	1	1	1	0	0	0
	Speeding On City Highway (16-19 Mph)	1	0	0	0	0	0	0	1
346.89(1)	Inattentive Driving	2	0	1	0	0	1	0	0
347.09(1)(a)	Operate Motor Vehicle W/O 2 Headlights	1	0	1	0	0	0	0	0
347.48(4)(am)	Viol Of Child Safety Restraint - Child 4	1	0	1	0	0	0	0	0
943.01(2)(d)	Crim Damage Prop >\$1000	1	0	1	0	0	0	0	0
943.10(1)	Burglary - Steal/Commit Felony	2	0	0	0	0	2	0	0
943.20(1)(a)	Theft	1	0	0	0	1	0	0	0
943.21(1m)(d)	Fraud On Gas Station	1	0	0	0	0	0	1	0
943.24 (1)	Issue Worthless Checks	1	0	0	0	1	0	0	0

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

Arrest/Issue Date: 10/01/2012 through 10/31/2012

Officer:

		Total	Sun	Mon	Tue	Wed	Thur	Fri	Sat
943.24(1)	ISSUE WORTHLESS CHECKS	12	1	0	3	1	7	0	0
943.38(1)	Forgery	3	0	0	0	0	0	2	1
943.41(4)	Card Crimes -Forgery	1	0	1	0	0	0	0	0
946.41(1)	RESIST/OBSTRUCT OFFICER	1	0	0	0	0	1	0	0
947.01(1)	Domestic/D.C.	1	1	0	0	0	0	0	0
961.41(1m)(cm)(3)	POSS INTENT DELIVER COCAINE	2	0	0	0	0	0	2	0
961.41(3g)(e)	Possess The (Marijuana)	2	0	0	0	0	0	2	0
DOMESTIC	Domestic Disturbance	1	0	0	0	0	0	1	0
Probation/Hold	Probation Hold	3	0	0	0	1	2	0	0
Warrant	Arrested On Warrant	2	0	0	0	1	1	0	0
<b>Total</b>		<b>110</b>	<b>6</b>	<b>15</b>	<b>15</b>	<b>20</b>	<b>31</b>	<b>17</b>	<b>6</b>

**Mauston Police Department**  
**Officer Arrests\Citations\Other Contacts**  
 Arrest/Issue Date: 10/01/2012 through 10/31/2012  
 Arresting Officer:

	Grand Total	Arrests		Citations		Warnings	Other Contacts *
		Adult	Juvenile	Adult	Juvenile	Adult	Adult
Arndt, Erin N	4	0	2	0	2	0	0
Bailey, Chad E	5	1	0	3	1	0	0
Lueneburg, Rick	8	2	0	5	0	1	0
Mueller, Thomas R	6	1	0	5	0	0	0
Nault, John	25	6	0	18	1	0	0
Noe, Adam D	7	3	0	3	0	1	0
Rehberg, Glenn	3	1	0	0	0	0	2
Sanner, Eric	11	1	0	6	0	4	0
Zilisch, Michael D	12	4	0	7	0	1	0
Zobal, Andrew F	31	0	0	13	18	0	0
<b>Total</b>	<b>112</b>	<b>19</b>	<b>2</b>	<b>60</b>	<b>22</b>	<b>7</b>	<b>2</b>

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

**Mauston Police Department**

**Incident Offenses (by Officer)**

Reported Date: 10/01/2012 through 10/31/2012

Offense Type: All

**REPORTS**

Officer	Offense Code	Offense Description	Total
Arndt, Erin N	HARASSMENT	Harassment	1
	948.21(1)	Neglect A Child Eath	1
		<b>Arndt, Erin N</b>	<b>2</b>
Bailey, Chad E	ACC/TRF/PDO	Accident-Traffic Pdo	1
	51.45	Emerg Alcohol Commitment	1
	943.21(1m)(d)	Fraud On Gas Station	1
	961.41(3g)(e)	Possess The (Marijuana)	1
	943.20(1)(a)	Theft	1
		<b>Bailey, Chad E</b>	<b>5</b>
Jackson, Michael L	HIT & RUN	Hit & Run	1
		<b>Jackson, Michael L</b>	<b>1</b>
Lueneburg, Rick	ASST/AGENCY	Assist Other Agency	1
	HIT & RUN	Hit & Run	1
	INF/ONLY	Information Only	1
	MISSING PERSON	Missing Person Or Persons	1
	Probation/Hold	Probation Hold	2
	943.32(1)(a)	Robbery	1
	943.20(1)(a)	Theft	2
	943.61(2)	THEFT OF LIBRARY MATERIAL (<=\$2500)	1
		<b>Lueneburg, Rick</b>	<b>10</b>
Mueller, Thomas R	DOMESTIC	Domestic Disturbance	1
	943.24(1)	ISSUE WORTHLESS CHECKS	2
		<b>Mueller, Thomas R</b>	<b>3</b>
Nault, John	ACC/TRF/PDO	Accident-Traffic Pdo	1
	ACC/TRF/PI	Accident-Traffic PI	1
	ANIMAL BITE	Animal Bite	1
	12.45(1)	Animal Running at Large	1
	Warrant	Arrested On Warrant	2
	943.10(1)	Burglary - Steal/Commit Felony	1
	COUNTERFEIT	Counterfeit Money	2
	943.01(1)	Criminal Damage To Property	2
	11-947.01	DISORDERLY CONDUCT	2
	943.38(1)	Forgery	1
	INF/ONLY	Information Only	6
	943.24 (1)	Issue Worthless Checks	2
	943.24(1)	ISSUE WORTHLESS CHECKS	1
	RUNAWAY	Juvenile Runaway	1
	961.41(1m)(cm)(3)	POSS INTENT DELIVER COCAINE 15G<40G	1
	946.41(1)	RESISTING OR OBSTRUCTING OFFICER	1
	943.23(2)	Take And Drive Vehicle W/O Consent	1
	943.20(1)(a)	Theft	5
	943.61(2)	THEFT OF LIBRARY MATERIAL (<=\$2500)	1

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

Reported Date: 10/01/2012 through 10/31/2012

Offense Type: All

Officer	Offense Code	Offense Description	Total
<b>Nault, John</b>	11-943.20	Theft-Movable Property <=\$2500	1
			<b>Nault, John</b> <u>34</u>
<b>Noe, Adam D</b>	943.10(1)	Burglary - Steal/Commit Felony	1
	COUNTERFEIT	Counterfeit Money	1
	947.01	Disorderly Conduct	1
	943.125(1)	Enter Locked Coin Box	1
	INF/ONLY	Information Only	2
	943.24 (1)	Issue Worthless Checks	1
	961.41(3g)(e)	Possess The (Marijuana)	1
	943.20(1)(a)	Theft	2
			<b>Noe, Adam D</b> <u>10</u>
<b>Rehberg, Glenn</b>	947.01(1)	Domestic/D.C.	1
			<b>Rehberg, Glenn</b> <u>1</u>
<b>Sanner, Eric</b>	ACC/TRF/PDO	Accident-Traffic Pdo	2
	943.10(2)(b)	Burglary And Obtain Arms	1
	CK/WELFARE	Check Welfare	1
	INF/ONLY	Information Only	1
	DRUG SEARCH	K-9 Unit Drug Search	2
	K-9 Unit Mutual Aid Reque	K-9 Unit Mutual Aid Request	1
	MENTAL SUBJECT	Mental Subject	1
	943.20(1)(a)	Theft	1
			<b>Sanner, Eric</b> <u>10</u>
<b>Zilisch, Michael D</b>	ACC/TRF/PI	Accident-Traffic PI	1
	ANIMAL BITE-DOG	Animal Bite, Dog	1
	948.03(2)(a)	Cause Bodily Harm/Child Harm	1
	HIT & RUN	Hit & Run	1
	MENTAL SUBJECT	Mental Subject	1
	948.21(1)	Neglect A Child Eath	1
	943.20(1)(a)	Theft	1
	GAS DRIVE-OFF	Theft/Gas Drive-Off	2
			<b>Zilisch, Michael D</b> <u>9</u>
<b>Zobal, Andrew F</b>	INF/ONLY	Information Only	1
	943.20(1)(a)	Theft	1
			<b>Zobal, Andrew F</b> <u>2</u>
<b>GRAND TOTAL:</b>			<u><u>87</u></u>

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

Issue Date: 10/01/2012 through 10/31/2012

<b>Officer</b>	<b>Violation Code</b>	<b>Violation Description</b>	<b>Total</b>
Chief Mark A. Messer,	MEALS	MEAL SITE	4
		<b>By Officer:</b>	<u>4</u>
Kris Fosbinder,	IMP PARK	IMPROPER PARKING	1
	MEALS	MEAL SITE	4
	2 HOUR	TWO HOUR PARKING	57
		<b>By Officer:</b>	<u>62</u>
Off Erin Arndt,	IMP PARK	IMPROPER PARKING	1
		<b>By Officer:</b>	<u>1</u>
		<b>Total Tickets:</b>	<u><u>67</u></u>

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

Issue Date: 10/01/2012 through 10/31/2012

# PARKING

Officer	Violation Code	Violation Description	Total
Chief Mark A. Messer,	MEALS	MEAL SITE	4
		<b>By Officer:</b>	<u>4</u>
Kris Fosbinder,	IMP PARK	IMPROPER PARKING	1
	MEALS	MEAL SITE	4
	2 HOUR	TWO HOUR PARKING	57
		<b>By Officer:</b>	<u>62</u>
Off Erin Arndt,	IMP PARK	IMPROPER PARKING	1
		<b>By Officer:</b>	<u>1</u>
		<b>Total Tickets:</b>	<u><u>67</u></u>



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

Chief Mark A. Messer  
 Lt. Michael L. ...  
 (608) 847-... or 847-6...  
 Fax (608) 847-1959

11-06-12  
 P.F.C. COPY

October 5, 2012

TO: Nathan Thiel, City of Mauston Administrator  
 RE: Message Note with Upcoming Tax Bill / City House Numbers

11-6-12  
 TO: 1) ADMIN "T"  
 2) DIANE "R"  
 TO BE SENT WITH ANY  
 CITY WIDE MAILER OR  
 YOUR CHOICE.  
 THANK YOU!!  
 MM

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." **Failure to comply could result in fine or forfeiture.**

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

MM/sh

P.F.C.  
CO. 17

# St. Patrick PARISH

Celebrating the Catholic faith since 1857

ALL OFFICERS  
11-8-12  
NICE JOB!!  
ALL OFFICERS

101 Mansion Street  
Mauston, WI 53948  
Phone: (608)847-6054  
Fax: (608)847-3288  
E-mail: [stpatrickparishmauston@gmail.com](mailto:stpatrickparishmauston@gmail.com)

Rev. G. Valentine Joseph, Pastor

October 17, 2012

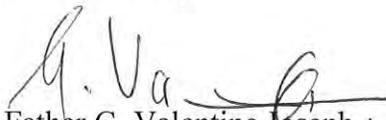
Mark Messer  
Mauston City Police Department  
303 Mansion Street  
Mauston, WI 53948

Dear Chief Messer:

We would like to express our appreciation for your generosity to the St. Patrick's Fall Festival on September 9th. Thank you so much for all the police department did for us before, during and after the festival.

The Fall Festival is a major fund raiser for St. Patrick's. The funds raised will help St. Patrick's continue its tradition of excellence in service to the parish and the community at large. Thank you for your part in making our festival a success again this year.

Most sincerely,

  
Father G. Valentine Joseph  
Pastor

  
Brian Fox, Committee Co-Chair

  
Therese Gunther, Committee Co-Chair



JUNEAU COUNTY  
DEPARTMENT OF HUMAN SERVICES  
Courthouse Annex 220 E. LaCrosse St, Rm. 23  
Mauston, WI 53948  
Scott A. Ethun, Director  
608-847-2400  
Fax 608-847-9421

11-4-12  
TO: 1) PFC  
2) PERS  
FIVE  
MM

October 18, 2012

Mark Messer  
Police Chief  
303 Mansion Street  
Mauston, WI 53948

Dear: Mark:

On behalf of the Juneau County Coordinated Services Committee, I would like to thank you for your presentation on Friday, September 28, 2012. We had good representation from school officials, law enforcements, clergy, community and a state legislator. Your presentations and demonstrations helped everyone better understand the importance of working together in a coordinated fashion, to assist children and families in our County. I hope your experience was positive and if you have any questions for me or our committee please contact me at (608) 847-2400 ext. 472.

Our committee meets monthly on the 4<sup>th</sup> Wednesday of each month at 3 p.m. and we typically meet at the Mauston City Hall. You are welcome to attend our meetings.

Thanks again for your commitment to the children and families in Juneau County and let's keep our lines of communication open and work together.

Sincerely,

*Scott*  
Scott Ethun  
Director

*JMR*  
J. Michael Roraff  
CST Project Coordinator

SE/JMR/dd

PFC  
copy

The Wisconsin Law Enforcement Canine Handler Association

presents this

Certificate of Attendance

to:

Eric Sanner  
K-9 Yaro  
Mauston Police Department

for attending W.L.E.C.H.A.'s annual conference.

October 7-10, 2012  
Dates

Fond du Lac, Wisconsin  
Location

Presented this  
10<sup>th</sup> day of October 2012

  
\_\_\_\_\_  
President

10-15-12  
NICE JOB!  
TO: 1) PFC  
2) PERS  
FICE  


# **MAYOR'S ITEMS**

**Holiday Parade**

*Saturday, December 01, 2012 at 6 PM*

*Starts at Grayside School Complex and Finishes at Kastner Block*

**Santa's House (pictures with Santa)**

*Saturday, December 08, 2012 1p – 3p*

*At Hatch Public Library*

**Holiday Train - Mauston Stop**

*Sunday, December 09, 2012 at 4:30 PM*

*Division Street Crossing*

*Food Pantry Collection Food and/or Dollars*

*Other Local Organizations with food and beverages*

*NEW This Year: CP Rail will match the cash donations made to the local pantry and will donate up to \$250,000 to Hurricane Sandy victims. Money collected locally stays local, PLUS those out east are helped.*

# **ADMINISTRATOR'S ITEMS**

**HEALTH CARE FLEXIBLE SPENDING ACCOUNT AMENDMENT**

**ARTICLE I  
PREAMBLE**

- 1.1 **Adoption and effective date of amendment.** The Employer adopts this Amendment to the Mauston Flexible Spending Account ("Plan") to reflect changes to Internal Revenue Code (IRC) Section 125(i), as amended by the Affordable Care Act (ACA). The sponsor intends this Amendment as good faith compliance with the requirements of this provision. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.
- 1.2 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

**ARTICLE II  
LIMITATION ON ALLOCATIONS**

- 2.1 **Effective Date.** This Amendment is effective as of **January 1, 2013**.
- 2.2 **Limitation on Allocations.** Notwithstanding any provision contained in this Health Care Flexible Spending Account to the contrary, the maximum annual contribution amount that may be allocated to the Health Care Flexible Spending Account Benefit may not exceed the lesser of the Participant's salary reduction elected for the plan year or \$2,500 plus any Employer contributions that may be made. (The \$2,500 amount will be indexed each year to reflect any anticipated cost of living adjustments as assigned by the IRS.)

This Amendment has been executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Employer:

CITY OF MAUSTON

By: \_\_\_\_\_  
Nathan R. Thiel, City Administrator

## SUMMARY OF MATERIAL MODIFICATIONS (SMM)

For the

### City of Mauston Flexible Spending Account

(1) **General.** This is a Summary of Material Modifications regarding the above referenced Plan ("Plan"). This Summary of Material Modifications supplements and amends the Summary Plan Description (SPD) previously provided to you. You should retain this document with your copy of the SPD.

(2) **Identification of Employer.** The legal name, address and Federal Employer Identification number of the Employer are:

City of Mauston                      EIN 39-6005521  
Employer name

303 Mansion Street  
Employer street address

Mauston, WI 53948  
Employer city, state and zip code

#### FOR CAFETERIA PLANS:

(3) **Description of Modifications.** The Employer has amended your Plan effective as of the first day of the Plan year coinciding with or following January 1, 2013. Subsequent plan years will reflect the IRS cost-of-living adjustment indexed amount.

If you have any questions regarding the application of this provision to you, contact your Plan Administrator.

#### BENEFITS

**Annual Health Care Spending Account Amount.** The maximum annual contribution amount that may be allocated to your Health Care Flexible Spending Account Benefit may not exceed the lesser of your salary reduction (contribution) elected for the year or \$2,500 plus any Employer contributions that may be made. (The \$2,500 amount will be indexed each year to reflect any anticipated cost of living adjustments as assigned by the IRS.)

**CITY OF MAUSTON  
RESOLUTION 2012-14  
AMENDING THE CITY OF MAUSTON FLEXIBLE SPENDING ACCOUNT PLAN  
AS REQUIRED BY THE AFFORDABLE CARE ACT (ACA)  
CERTIFICATE OF ADOPTING RESOLUTION**

The undersigned authorized representative of The City of Mauston hereby certifies that the following resolutions were duly adopted by the Mauston Common Council on \_\_\_\_\_ and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the Amendment to the City of Mauston Flexible Spending Account Plan, Health Care Flexible Spending Account Amendment Article I and Article II, effective January 1, 2013, is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Adopted this \_\_\_\_\_, day of \_\_\_\_\_, 2012

City of Mauston

Attest

\_\_\_\_\_  
Brian T. McGuire, Mayor

\_\_\_\_\_  
Nathan R. Thiel, City Administrator

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S Webster St  
Box 7921  
Madison, WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



November 13, 2012

**► REQUIRES IMMEDIATE ACTION ◄**  
**Acquisition and Development of Local Parks**  
**Grant# S-ADLP3-13-1169 (RTA-572-13)**  
**Grant Amount: \$271,900.00**

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

Dear Mr. Thiel:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant contract for financial assistance for the following project: *City of Mauston - Riverside Park Improvements, Phase I*

Please review the contract. Both copies should be **signed by an authorized official and notarized**. Please return one original signed contract **within 30 days of this letter's date** to Beth Norquist at the West Central Region, 1300 W Clairemont Ave, Eau Claire, WI 54701. Funds will be encumbered when the signed contract is returned. **The second signed and notarized copy of the contract should be recorded in the Office of the Register of Deeds**. Please send Beth a copy of the recorded contract before final reimbursement is requested.

Please read the items checked below. They apply to your project and grant award.

**Grant Award Time Period: November 13, 2012 through June 30, 2015.** All project activities must occur within this time period to be eligible costs for reimbursement.

**Advance or Reimbursement Check:** Your advance or reimbursement check will be mailed to City of Mauston, Nathan Thiel, 303 Mansion St, Mauston, WI 53948-1329. This is the check recipient that appears in our records.

**Changes to the approved project scope** may not be made without prior approval from the Department.

**You are entitled to a project advance of: \$135,950.00**

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the contract.*

Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. DNR guidance on this topic can be found by going to: <http://dnr.wi.gov/Aid/documents/ProcurementGuide.pdf>

**IMPORTANT: This entire grant contract must be recorded on the deed in order to process your final reimbursement request.**

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Beth. Feel free to contact Beth at 715-839-3751, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Mary Rose Teves, Director  
Bureau of Community Financial Assistance

Enclosure(s)

C: Beth Norquist - WCR

This document drafted by:  
 State of Wisconsin  
 Department of Natural Resources  
 P.O. Box 7921  
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS  
 GRANT CONTRACT**  
 Form 8700-065c (8/12)

**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].

<b>Sponsor:</b> City of Mauston	<b>Project Number:</b> S-ADLP3-13-1169 (RTA-572-13)
------------------------------------	---

**Project Title:**  
 City of Mauston - Riverside Park Improvements Phase I

**Program Name:**  
 Knowles-Nelson Stewardship Program - Acquisition and Development of Local Parks

**Payment Period:** (Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)  
 November 13, 2012 through June 30, 2015

**Project Scope:**  
 Acquisition and Development of Local Parks subprogram funds are awarded to redevelop Riverside Park to include the following items: construction of a new picnic shelter, an outdoor plaza, parking lot, ADA fishing piers, park benches & picnic tables and the phase 1 of the new river walk trail.

**Legal Description (hereinafter referred to as Property):**  
 A part of Lot 1 of Block 3 of Cotter-Fish Addition; a part of Block 2 of Cotter-Fish Addition; a part of Block 1 of Cotter-Fish Addition; a part of Block 13 of the Miscellaneous Addition; a part of the SE ¼ of the NE ¼ of Section 12, T15N, R3E, all in the City of Mauston, Juneau County, Wisconsin, to-wit:

Commencing at the SE corner of Block 3 of Cotter-Fish Addition; thence along the south line of said Lot 1 of Block 3 being the north line of State St. bearing N 50-00-00 W, 50.00 feet, to the east line of Beach St.; thence along the east line of Beach St. bearing N 39-58-30 E, 297.96 feet, to the point of beginning.  
 Thence continued along the east line of Beach St. bearing N 39-58-30 E, 147.23 feet; thence along a meander line of the Lemonweir River bearing S 50-32-40 E, 510.86 feet; thence along a meander line of the Lemonweir River now bearing S 38-45-00 E, 310.93 feet; thence along a meander line of the Lemonweir River now bearing S 58-24-10 E, 127.24 feet, to a point in the north line of Mansion St.; thence along the north line of Mansion St. bearing N 64-30-35 W, 399.03 feet; thence continued along the north line of Mansion St. now bearing N 51-04-40 W, 555.43 feet, to the point of beginning, containing 121,300 SQ. FT. in area or 2.785 acres.  
 The lands lying between the meander line and the water's edge of the Lemonweir River are a part this parcel of land.

Recording Area  
 Name and Return Address

Parcel Identification Number (PIN)

**All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limit the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.**

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

Project Financial Assistance Summary	
Total Project Cost	\$543,800.00
Cost-Share Percentage	50%
State Aid Amount	\$271,900.00
Project Sponsor Share	\$271,900.00

The following documents are hereby incorporated into and made part of this Contract:

- Chapter 23, Wis. Stats.
- Chapter NR 51, Wisconsin Administrative Code
- Charter NR 52, Wisconsin Administrative Code
- Grant Application, attachments, and addendums

## A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Acquisition and Development of Local Parks 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 Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract 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 Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the 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 Contract, at the Department's discretion.

### The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, 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 Contract, 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 Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and 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 Contract 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 Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, 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 Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, 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.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.

The Department:

14. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount of \$271,900.00, 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 50 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.
15. 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:**

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses 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 and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- i. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Commerce before construction begins.
- j. One car/trailer parking stall must be designated as accessible and correctly signed. This stall must be van accessible.
- k. The courtesy dock must be a minimum of 5 feet wide.

Check here if you request advance payment totaling \$135,950.00

The person(s) 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 Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF MAUSTON**

\_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Typed or Printed Name of Sponsor Representative

STATE OF WISCONSIN )  
                                  ) ss.  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin  
My Commission (expires)(is)\_\_\_\_\_

Signed this 13 day of November, 2012.

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES**

BY Lavane Hessler  
Lavane Hessler, Grants Program Manager  
Bureau of Community Financial Assistance

STATE OF WISCONSIN )  
DANE COUNTY) ss.

Personally came before me this 13<sup>th</sup> day of November, 2012, the above named Lavane Hessler to me known to be the person who executed the foregoing instrument and acknowledged the same.



Julie McCutchin  
Signature of Notary Public

Julie McCutchin  
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin  
My Commission (expires)(is) 8-25-2013



November 13, 2012

► **REQUIRES IMMEDIATE ACTION** ◀  
**Recreational Trails Act**  
**Grant# RTA-572-13 (S-ADLP3-13-1169)**  
**Grant Amount: \$28,679.00**

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

Dear Mr. Thiel:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Mauston - Riverside Park Trail Development*

Please review the agreement and return the original signed by the authorized official **within 30 days of this letter's date** to Beth Norquist at the West Central Region, 1300 W Clairemont Ave, Eau Claire, WI 54701. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

**Grant Award Time Period: November 13, 2012 through June 30, 2015.** All project activities must occur within this time period to be eligible costs for reimbursement.

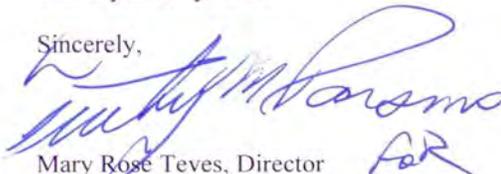
**Reimbursement Check:** When you submit your claim for reimbursement, your check will be mailed to City of Mauston, Nathan Thiel, 303 Mansion St, Mauston, WI 53948-1329. This is the check recipient that appears in our records.

**Changes to the approved project scope** may not be made without prior approval from the Department.

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Beth. Feel free to contact Beth at 715-839-3751, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Thank you for your co

Sincerely,

  
Mary Rose Teves, Director  
Bureau of Community Financial Assistance

Enclosure(s)

C: Beth Norquist – WCR

**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].

<b>Grantee/Project Sponsor</b>  City of Mauston	<b>Project Number</b>  RTA-572-13 (S-ADLP3-13-1169)								
<b>Project Title</b>  City of Mauston - Riverside Park Trail Development									
<b>Period Covered by This Agreement</b>  November 13, 2012 Through June 30, 2015	<b>Name of Program</b>  Recreational Trails Act								
<b>Project Scope and Description of Project</b>  The City of Mauston shall participate in the Recreational Trails Act Program by the development of the Riverside Park Trail. This project includes the following items: Engineering & design, site prep, surfacing, erosion control, and signs.									
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td><b>Total Project Cost</b></td> <td style="text-align: right;">\$57,358.00</td> </tr> <tr> <td><b>Cost-Share Percentage</b></td> <td style="text-align: right;">50%</td> </tr> <tr> <td><b>State Aid Amount</b></td> <td style="text-align: right;">\$28,679.00</td> </tr> <tr> <td><b>Project Sponsor Share</b></td> <td style="text-align: right;">\$28,679.00</td> </tr> </table>	<b>Total Project Cost</b>	\$57,358.00	<b>Cost-Share Percentage</b>	50%	<b>State Aid Amount</b>	\$28,679.00	<b>Project Sponsor Share</b>	\$28,679.00	<ol style="list-style-type: none"> <li><i>Chapter NR 50, Wisconsin Administrative Code</i></li> <li><i>Application Dated</i></li> </ol>
<b>Total Project Cost</b>	\$57,358.00								
<b>Cost-Share Percentage</b>	50%								
<b>State Aid Amount</b>	\$28,679.00								
<b>Project Sponsor Share</b>	\$28,679.00								

## 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 Trails Act 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 50, 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 \$28,679.00, 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 50 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:**

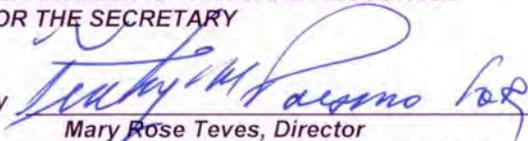
*The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:*

1. The Sponsor shall have a single, organization-wide finance and compliance audit performed in accordance with the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA).
2. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers & DNR permits.
3. 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.
4. 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.
5. This grant is funded through a grant from the US Department of Transportation, Federal Highway Administration under the Recreational Trails Program authorized under Section 1112 of the Transportation Efficiency Act for the 21st Century which amended 23 USC 206. This procurement will be subject to regulations set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project. This procurement shall be subject to the regulations contained Section 20.219, Recreational Trails Program, of the Catalog of Federal Domestic Assistance, <http://www.cfda.gov>. The grantee shall maintain the financial information and dated records used in the preparation or support of the cost submission for the grant in effect on the date of execution for this grant until three years after the final voucher has been approved by the Federal Highway Administration. The department, US Department of Transportation, or their agents, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The grantee shall provide proper facilities for such access and inspection. In addition, they shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

*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)

By   
Mary Rose Teves, Director  
Bureau of Community Financial Assistance

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

11-13-2012  
\_\_\_\_\_  
(Date)



March 28, 2012

RTA-572-13  
(S-ADLP3-13-1169)

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

Subject: City of Mauston – Riverside Park Trail Development

Dear Mr. Thiel:

As you are aware, the acceptance of a federal grant such as the Recreation Trails Program grant entails a number of federal requirements that are broader or more targeted than state grant requirements. One of these requirements is the role of the project sponsor in achieving goals for the involvement of Disadvantaged Business Enterprises (DBE) in grant project activities.

We are approaching this requirement by relying on voluntary actions of project sponsors. In brief what we are asking is for project sponsors to demonstrate that they have taken affirmative steps to make DBE enterprises aware of project activities that are subject to public bidding or request for proposals (RFP) for professional services. The current DBE eligibility directory is found on the Wisconsin Department of Transportation's webpage at the following address:

<http://www.dot.state.wi.us/business/engrserv/dbe-firms.htm>

With regard to RFPs for professional services such as engineering or design, we would encourage you to consider making appropriate DBE enterprises aware of your professional service needs.

With regard to project activities that require public bidding, we are requesting that you undertake two actions: (1) when you put together the bid specifications that you encourage general contractors to use DBE enterprises as subcontractors where appropriate, and (2) when you are going to publicize bid specifications for any portion of your RTA grant, that you review the eligibility directory for appropriate DBE contractors and provide the bid announcement to them by direct mail. There will be no additional requirements regarding the normal review and selection of the lowest responsible bidder.

Depending on the nature of the project you can indicate your affirmative actions through the following items that would be appropriate:

- Copies of correspondence that indicate DBE enterprises that were involved in the RFP process for professional services
- Copy of the bid specifications that indicate your encouragement of general contractors utilizing DBE contractors as subcontractors.
- Copies of the direct mail letters to DBE contractors announcing the opportunity to provide a bid on the project construction activity

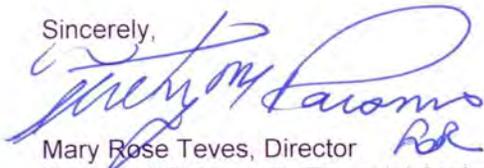
- Copies of DBE Contact Summary indicating DBE contractors solicited and contractor follow-up (a copy of the summary is enclosed)

If a DBE contractor is selected for rendering professional services or as the lowest responsible bidder, then it should be so noted as part of the project claim documentation. We will rely on the project billing submission as the appropriate point to report on DBE participation.

We are hopeful that through the voluntary steps you take that DBE enterprises may successfully compete in the public bidding process.

Thank you for your cooperation in this matter.

Sincerely,



Mary Rose Teves, Director  
Bureau of Community Financial Assistance

Enclosures: DBE Contract Summary  
Beth Norquist - WCR

## DBE CONTACTS

CONTACT # \_\_\_\_

Name of Business	Address	Telephone
		Subcontract Amt.
If firm utilized: Type and Scope of Work Being Subcontracted		
		Type of Contact
If firm not utilized, explain:		<input type="checkbox"/> Letter <input type="checkbox"/> Telephone <input type="checkbox"/> Other

CONTACT # \_\_\_\_

Name of Business	Address	Telephone
		Subcontract Amt.
If firm utilized: Type and Scope of Work Being Subcontracted		
		Type of Contact
If firm not utilized, explain:		<input type="checkbox"/> Letter <input type="checkbox"/> Telephone <input type="checkbox"/> Other

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		Type of Contact
If firm not utilized, explain:		<input type="checkbox"/> Letter <input type="checkbox"/> Telephone <input type="checkbox"/> Other

CONTACT # \_\_\_\_

Name of Business	Address	Telephone
		Subcontract Amt.
If firm utilized: Type and Scope of Work Being Subcontracted		
		Type of Contact
If firm not utilized, explain:		<input type="checkbox"/> Letter <input type="checkbox"/> Telephone <input type="checkbox"/> Other