

Council

12/11/12

**OFFICIAL NOTICE OF MEETING
OF THE
MAUSTON COMMON COUNCIL
6:30PM
TUESDAY, DECEMBER 11, 2012
MAUSTON CITY HALL COUNCIL CHAMBERS
303 MANSION STREET**

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Discussion and Action Regarding Minutes of November 27, 2012, Meeting**
- 4. Citizens Address to the Council**
When addressing the Council please state your full name and full address
- 5. Library Board Report**
- 6. Public Works Committee Report**
 - a. Discussion and Action Regarding Termination of Sewer Charges Tax Parcel #29-251-539**
 - b. Discussion and Action Regarding Riverwalk Phase II (Planning, Fieldwork, and Preliminary Design) Agreement**
 - c. Discussion and Action Regarding Vine Street/Townline Road Lemonweir Township Agreement**
 - d. Discussion and Action Regarding Resolution 2012-17 Jurisdictional Transfer Agreement Wis 58/82 City of Mauston, Juneau County**
 - e. Discussion and Action Regarding Resolution 2012-18 Connecting Highway Change Wis 58/82 City of Mauston, Juneau County**
 - f. Director of Public Works Report**
 - g. Any Other Business Properly Brought Before the Council**
- 7. Finance and Purchasing Committee Report**
 - a. Discussion and Action Regarding Vouchers**
 - b. Discussion and Action Regarding Bond Counsel Agreement with Quarles and Brady**
 - c. Discussion and Action Regarding Resolution 2012-19 – Authorizing the Issuance of \$3,225,000 General Obligation Promissory Notes and the Issuance and Sale of A \$3,225,000 Note Anticipation Note in Anticipation Thereof**
 - d. Date for Review of Year-End Vouchers**
 - e. Any Other Business Properly Brought Before the Council**
- 8. Mayor's Report**
 - a. Discussion and Action Regarding Mayoral Appointment of Ms. Melanie Gray to Park Board**
- 9. City Administrator's Report**

10. 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 AND 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

a. Economic Development

b. Employee Compensation

11. Reconvene in Open Session

12. Possible Discussion and Action/Report as Result of Closed Session Matters

13. Adjourn

**OFFICIAL MINUTES OF MEETING
OF THE
MAUSTON COMMON COUNCIL
NOVEMBER 27, 2012**

Call to Order/Roll Call The Mauston Common Council met in regular session on Tuesday, November 27, 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, Director of Public Works Rob Nelson, Police Chief Mark Messer and Administrative Assistant Diane Kropiwka.

Pledge of Allegiance McGuire led the pledge of allegiance.

PUBLIC HEARING on City of Mauston Proposed 2013 Annual Budget McGuire opened the public hearing at 6:37pm. No members of the public were present. No comments from the floor or the alders. Babcock/Huebner to close the public hearing. Motion carried by voice vote. Hearing closed at 6:38pm.

2013 Annual Budget and Tax Levy Huebner/May Council to approve the 2013 General Budget with the following amendments:

- Reduce tax levy by \$12,652 resulting in the city's mil rate remaining at 0.009469435
- Approve budget requests in the amount of \$96,711
- Increase water fund by \$24,750
- Increase sewer fund by \$48,250
- Approve 2013 tax levy at \$1,641,516

Motion carried unanimously by roll call vote.

The total 2013 mil rate for properties located in the City of Mauston is 0.028862688

Operator License Babcock/McCoy to approve a new operator's license for Melissa J. Rhodes. Motion carried by voice vote.

Citizens Address to the Council None

Public Works Committee Report

Pay Request #1 West Side Detention Basin Project Noe/McCoy to approve Gerke Excavating pay request #1 in the amount of \$213,348.79. Motion carried unanimously by roll call vote.

Pay Request #3 Attewell Detention Basin Noe/McCoy to approve Gerke Excavating pay request #3 in the amount of \$95,467.29. Motion carried unanimously by roll call vote.

STH 58-82 Redesignation DOT Agreement Revision #3 Noe/McCoy to approve revision #3 of the agreement with DOT for the STH 58/82 redesignation project. Motion carried by voice vote.

Demolition Proposals Noe/McCoy to award the demolition contract for 143 East State to Joseph L. Bollig and Sons in the amount of \$15,940; for 800 Division Street to Hamm Brothers in the amount of \$4625; and to contract with the Mauston Volunteer Fire Department in the amount of \$8,000 for 723 Division Street. Motion carried unanimously by roll call vote.

Noe stated the costs will be reimbursed through the WHEDA Blight Elimination Grant awarded to the City. Noe stated the approved costs do not include tipping fees, but those expenses would be the same regardless of which contractor was awarded the project.

Director of Public Works Report Nelson reminded the public that the alternate side winter parking ordinance takes effect on December 1.

Finance and Purchasing Committee Report

Vouchers Huebner/May to approve vouchers in the amount of \$753,421.33. Motion carried unanimously by roll call vote.

Resolution No. 2012-16 Providing For The Sale Of Approximately \$3,265,000 Note Anticipation Notes Huebner/Nielsen to adopt Resolution 2012-16. Motion carried unanimously by roll call vote.

Employee and Volunteer Appreciation Recognition Huebner/Nielsen to approve up to \$1,900 for the purchase of recognition gifts. Motion carried unanimously by roll call vote.

Plan Commission Report McGuire reported that O'Reilly Auto Parts will begin construction in the spring at the intersection of Kennedy and Gateway Avenue (Hwy 82 E). Mt. Mudd coffee kiosk will move across the street. The Ambulance commission presented site plans to the commission for their building at South Union and Prairie.

Police Chief's Report Messer reminded property owners that house numbers are to be posted so as to be visible from the street. Repairs to the 2012 squad are complete. He thanked the officers for their part in resolving three deaths which occurred in 2012.

Mayor's Report

December Council Meeting Babcock/Messer to cancel the December 25 Council meeting and authorize the Finance and Purchasing Committee to approve year end vouchers. Motion carried by voice vote.

December Activities in Mauston McGuire reminded the public that the Chamber's Christmas Parade is December 1 at 6pm, Santa will be at the Hatch public Library on December 8 from 1p – 3p. The Canadian Pacific Holiday Train will be stopping in Mauston on December 9 at 4:30pm.

Administrator's Report

Resolution 2012-14 Amending City of Mauston Flexible Spending Account May/Nielsen to adopt Resolution 2012-14. Motion carried by voice vote.

Wisconsin DNR Stewardship Grant Awards Acceptance May/McCoy to accept the grant awards and authorize the Mayor and City Administrator to execute the necessary documents for the following grants: **Riverside Park Improvements – Phase 1** (Grant #S-ADLP3-13-1169) **Riverside Park Trail Development** (Grant #RTA-572-13). Motion carried unanimously by roll call vote.

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

Ms. Tricia Caswell of CD Smith Construction Services joined the meeting. The Council went into closed session at 7:05pm.

Adjourn Huebner/McCoy to adjourn. Motion carried by voice vote. With nothing to report in open session, the meeting adjourned at 7:55pm.

Nathan R. Thiel, City Administrator

Date

**PUBLIC WORKS
COMMITTEE
ITEMS**



APPLICATION FOR TERMINATION OF SEWER CHARGES
(Chapter 8)

1. **Plumber Information:**

Name: City Crew
Address: 1260 NORTH Rd.

Telephone: _____ State Certification Number _____

2. **Property Information:**

Address: 136 WISCONSIN PARCEL # 539
Owner Name: SUE HANSON
Owner Address: _____

3. **Sewer Sealed:**

The Plumber hereby declares that the sewer for the above described property was sealed by Kerry Kowitzky, on the 4th day of DECEMBER, 20 12.

4. **Certification:**

The Plumber, being duly sworn, states that the foregoing information is true and correct.
Robert A. Johnson Date 12-4-12
Signature of Licensed Plumber D.P.W

STATE OF WISCONSIN §
COUNTY OF JUNEAU §

Subscribed and sworn to before me this 4th day of December, 20 12.

Raei Oelke - Dep Clerk
City Clerk/Deputy Clerk

COUNCIL ACTION

(Approved) (Disapproved) on _____

Votes: _____ ayes _____ nays _____ abstentions

Date _____
City Clerk/Deputy Clerk



PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today 11/30/2012 by and between CITY OF MAUSTON (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Mauston - Riverwalk Phase 2 Planning, Fieldwork, and Preliminary Design

The scope of the work authorized is:

Perform fieldwork and preliminary design for the Phase 2 portion of the Riverwalk from Riverside Park to the easterly limits of the proposed project. Project shall include the areas from Riverside Park along the south side of the riverbank to N. Spring Street and along the northern riverbank from the dam to a point directly across the river from N. Spring Street. (See attached map)

Services to include:

- Topographic survey of project area
- Location of existing property/ROW monuments within project area
- Preliminary design of Phase 2 riverwalk and pedestrian bridge for the purposes of refined cost estimate preparation.
- Prepare cost estimate for use in 2013 Stewardship Grant Application based upon preliminary design
- Coordination with WisDNR regarding 2013 Stewardship application.
- Attend one (1) review meeting with the City

The schedule to perform the work is:

Approximate Start Date: December, 2012
Approximate Completion Date: March, 2013

The estimated fee for the work is: \$9,900

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

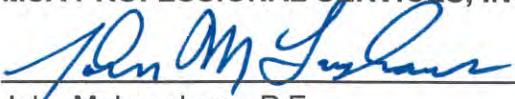
Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF MAUSTON

Nathan Thiel
City Administrator
Date: _____

303 Mansion Street
Mauston, WI 53948
Phone: 608-847-6676
nthiel@mauston.com

MSA PROFESSIONAL SERVICES, INC.



John M. Langhans, P.E.
Team Leader
Date: 11/30/12

1230 South Blvd
Baraboo, WI 53913
Phone: 608-355-8895
jlanghans@msa-ps.com

**ATTACHMENT A:
RATE SCHEDULE
MARCH 2012/2013***

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$114-\$134.00/hr.
Clerical.....	\$40-\$71.00/hr.
Draftspersons.....	\$50-\$93.00/hr.
Geographic Information Systems (GIS).....	\$59-\$111.00/hr.
Housing Administration.....	\$45-\$99.00/hr.
Hydrogeologists.....	\$89-\$123.00/hr.
Planners.....	\$71-\$123.00/hr.
Principals.....	\$116-\$160.00/hr.
Professional Engineers.....	\$77-\$160.00/hr.
Project Manager.....	\$59-\$160.00/hr.
Registered Land Surveyors.....	\$79-\$129.00/hr.
Staff Engineers.....	\$70-\$102.00/hr.
Technicians.....	\$45-\$99.00/hr.
Wastewater Treatment Plant Operator.....	\$61-77.00/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Fax.....	\$1.00/page
GPS Equipment.....	\$40/hour; 2 hour min.
Mailing/UPS.....	At cost
Mileage – (currently \$0.555/mile).....	Rate set by Fed. Gov.
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100.00/day
PC/CADD Machine.....	Included in labor rates
Robotics Geodimeter.....	\$30/hour; 2 hour min.
Stakes/Lathe/Rods.....	At cost
Total Station.....	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost

* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2013. After March 1, 2013, these rates may increase by not more than 4% per year.

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

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

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

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

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

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

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

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

7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

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

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

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

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

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

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER'S behalf for OWNER'S benefit and at OWNER'S direction. Nothing contained within this Agreement

shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

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

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

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

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

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

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

15. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement.

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

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

17. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

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

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

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

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

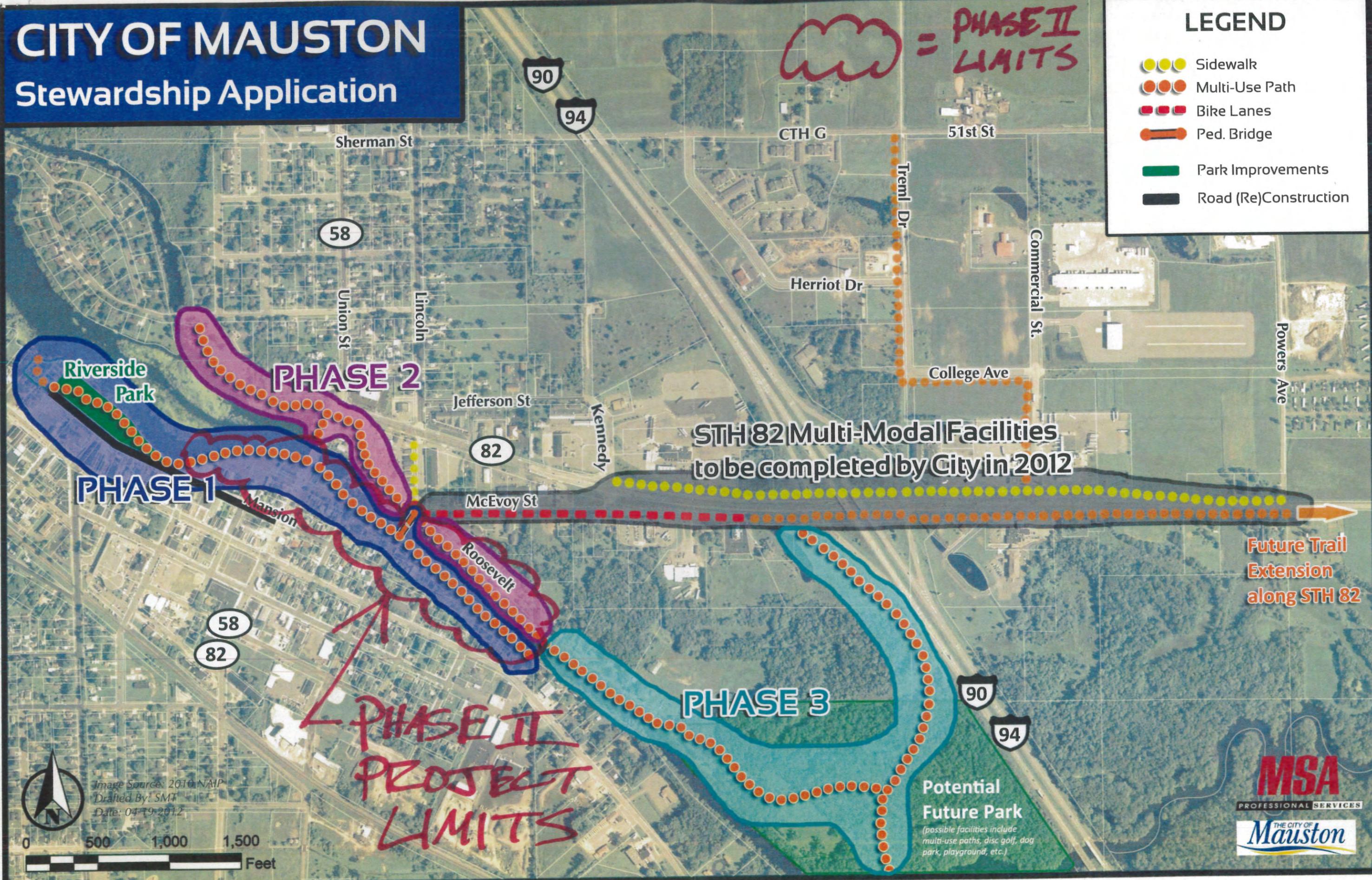
19. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior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

CITY OF MAUSTON

Stewardship Application

LEGEND

- Sidewalk
- Multi-Use Path
- Bike Lanes
- Ped. Bridge
- Park Improvements
- Road (Re)Construction



PHASE II LIMITS

STH 82 Multi-Modal Facilities to be completed by City in 2012

Future Trail Extension along STH 82

PHASE II PROJECT LIMITS

Potential Future Park
(possible facilities include multi-use paths, disc golf, dog park, playground, etc.)

Image Source: 2010 NAIP
 Drafted By: SMT
 Date: 04-19-2012



TOWN OF LEMONWEIR

N3935 19th Avenue
Mauston WI 53948
(608) 847-4786
e-mail: twlemn@merr.com

November 29, 2012

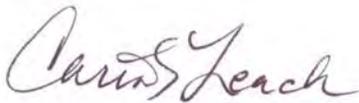
City of Mauston
Attn: Nathan Thiel, City Administrator
303 Mansion St
Mauston, WI 53948

Dear Nathan,

The town board has approved the joint project proposed by the city regarding the intersection of Vine Street and LL Townline Road. The town agrees to pay 50 percent of the estimated construction cost (\$17,467.50) proposed by Davy Engineering with the town share being \$8,733.75. Please keep us abreast of the timeline for this project, so that we may prepare our taxpayers and businesses that use this road.

Thank you for offering a viable solution that will be an asset to both our communities.

Sincerely,



Carin E. Leach, Town Administrator

Town Officers

Chairman:
Greg S. Bires
847-6414

Town Administrator:
Carin E. Leach
847-4786

Assessor:
Patrick Hart
(608) 372-2964

Supervisors:

Lyle Peterson
547-5953

Jim Butler
847-3513

Carl B. Miller
548-2525

Carl A. Householder Jr.
548-1639



Division of Transportation System Development

Southwest Region
2101 Wright Street
Madison, WI 53704

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (608) 246-3800
TDD: (608) 246-5385
E-mail: swr.dtsd@dot.wi.gov

November 28, 2012

CITY OF MAUSTON
ATTN: BRIAN MCGUIRE
303 MANSION STREET
MAUSTON, WI 53948

Dear Mr. McGuire,

This letter is regarding the jurisdictional transfer and Connecting Highway changes associated with the STH 58/82 route change in the City of Mauston. I have completed the necessary documentation for the transfer of these roadways between the Wisconsin Department of Transportation and the City of Mauston. These documents clarify and replace the previous transfer document CH 268 signed by the State on June 20, 2011.

Please review the enclosed jurisdictional transfer documents and resolution information. There are two sets of documents. Each set includes an agreement and a City resolution authorizing the transfer. The first set is for the Jurisdictional Transfer of existing WIS 58/82 from the State to the City and for the transfer of Grayside Avenue and Union Street to the State. The second set is for Connecting Highway changes associated with the transfers. If the City of Mauston is in agreement with the proposed transfers, please take the necessary steps to pass the resolutions and agreements at the next City meeting. Once the resolutions are passed and signed, please send me one copy of both of the City of Mauston's resolutions and four signed originals of both the jurisdictional transfer document and the Connecting Highway document.

Please contact me if you have any questions, or need further information from WisDOT.

Sincerely,

John Jenkins

John Jenkins
Planning Engineer
(608) 246-3866
john.jenkins@dot.wi.gov

cc: Nathan Thiel, Administrator, City of Mauston
Rob Nelson, Director of Public Works

JURISDICTIONAL TRANSFER AGREEMENT
WIS 58/82
City of Mauston, Juneau County

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between the Department of Transportation of the State of Wisconsin, hereinafter called the State, and the City of Mauston, Wisconsin, hereinafter called the City.

WITNESSETH THAT:

WHEREAS, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems.

WHEREAS, the functional/jurisdictional relationship of the proposed state and local highway systems have been cooperatively reviewed by the City and the State; and

WHEREAS, changes in the jurisdiction of these highway systems in the City have been agreed to by the City and the State; and

WHEREAS, in anticipation of this transfer, a new section of WIS 58/82 in Mauston is planned for construction beginning in the Spring of 2013 with State Project 5020-05-01/71; and

WHEREAS, consistent with those agreed to changes, the City has also passed a resolution dated the 12th day of April, 2011, a copy of which is attached to this agreement, approving the specific jurisdictional transfer described herein.

NOW THEREFORE, the parties hereto do mutually agree to transfer jurisdictional responsibility for the road under the conditions described below:

Current Roadway Removal	WIS 58/82
From - To	From a point at the intersection of Grayside Street and Division Street and extending northerly to the intersection of Division Street and State Street (US 12/WIS 16).
Distance	0.57 mile
Receiving Jurisdiction	City of Mauston

Current Roadway Designation	Grayside Street
From - To	From a point at the intersection of Grayside Street and Division Street and extending easterly to the intersection of Grayside Street and Union Street.
Distance	0.18 mile
Receiving Jurisdiction	State of Wisconsin

Being Replaced by 2012 Agreement

Current Roadway Designation	Union Street
From - To	From a point at the intersection of Union Street and Grayside Street and extending northerly to the intersection of Union Street and State Street (US 12/WIS 16).
Distance	0.46 mile
Receiving Jurisdiction	State of Wisconsin

1. The State shall:
 - A. Provide a set of as-built plans to the City.
 - B. Mill and Overlay the pavement on existing WIS 58/82 from Grayside Street to State Street.
 - C. Fully convey all access rights and permitting control along the segment to be transferred to the City, except the following:
 - The section of roadway from the intersection of Division Street and Grayside Street to the intersection of Division Street and Elmberta Street.
 - The section of roadway from the intersection of Division Street and LaCrosse Street to the intersection of Division Street and State Street.

1. The City shall:
 - A. Accept the jurisdictional and maintenance responsibility of the segment to be transferred upon completion of construction work associated with State Project ID 5020-05-01/71 and execution of this Agreement.
 - B. Allow no parking on Division Street from the intersection of Division Street and Grayside Street to a point 200 feet north of Grayside Street.

Being Replaced by 2012 Agreement

BE IT FURTHER RESOLVED:

The effective date of the jurisdictional transfer will be upon the completion of the WIS 58/82 improvements and opening to traffic, estimated to be in the fall of 2013.

For the City of Mauston:

Brian T. McGuire
Brian T. McGuire, Mayor

Nathan R. Thiel
Nathan R. Thiel, City Administrator/Clerk

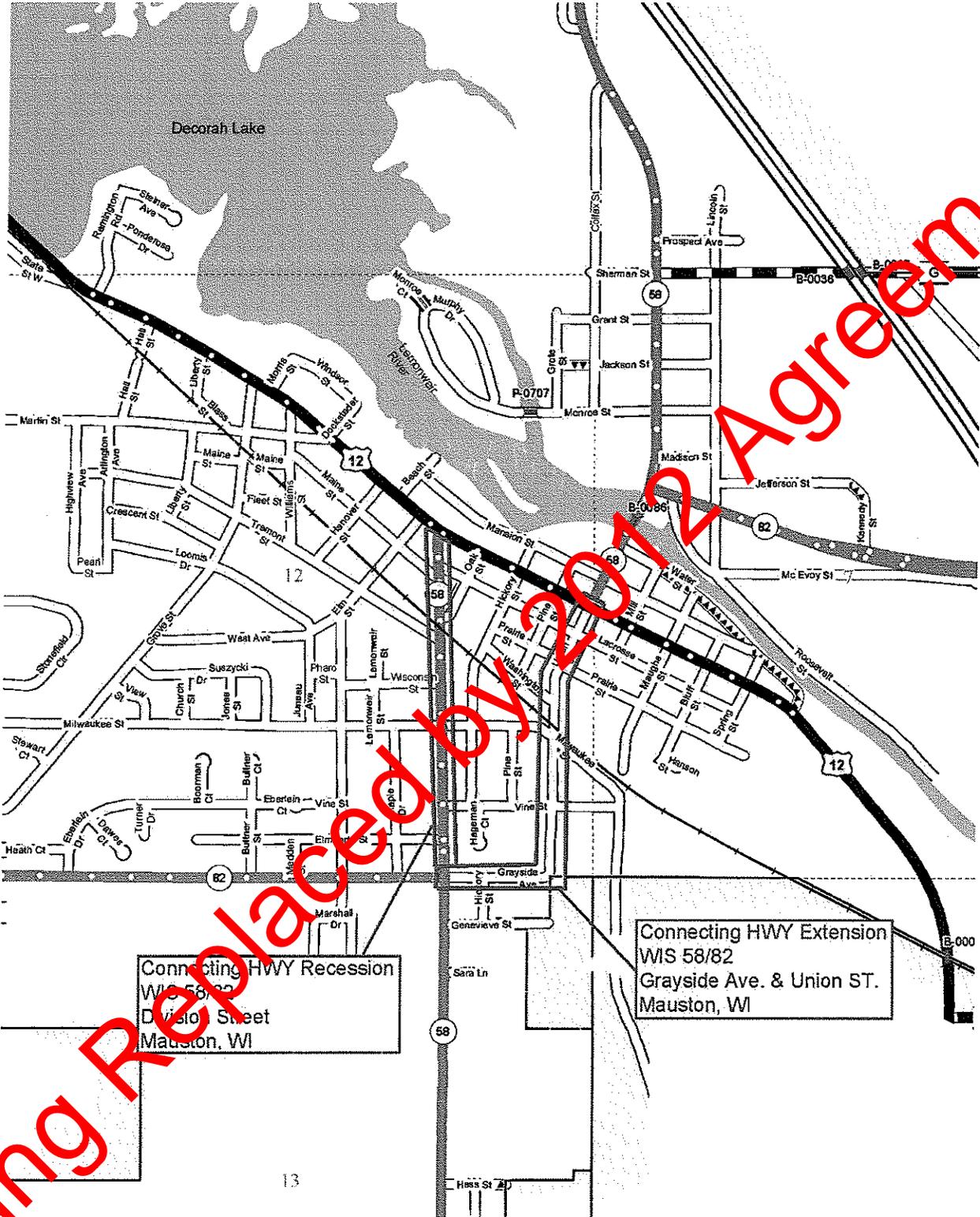
Date: 4/12/11

For the State of Wisconsin:

Rory Rhinesmith
Rory Rhinesmith
Operations Director, Div. of Transportation
System Development – Bureau

Date: 6/20/2011

Being Replaced by 2012 Agreement



Connecting HWY Recession
 Wis 58/82
 Division Street
 Mauston, WI

Connecting HWY Extension
 Wis 58/82
 Grayside Ave. & Union St.
 Mauston, WI

Being Replaced by 2012 Agreement

JURISDICTIONAL TRANSFER AGREEMENT
WIS 58/82
City of Mauston, Juneau County

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between the Department of Transportation of the State of Wisconsin, hereinafter called the State, and the City of Mauston, Wisconsin, hereinafter called the City.

WITNESSETH THAT:

WHEREAS, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems.

WHEREAS, the functional/jurisdictional relationship of the proposed state and local highway systems have been cooperatively reviewed by the City and the State; and

WHEREAS, changes in the jurisdiction of these highway systems in the City have been agreed to by the City and the State; and

WHEREAS, in anticipation of this transfer, a new section of WIS 58/82 in Mauston is planned for construction beginning in the Spring of 2013 with State Project 5020-05-01/71; and

WHEREAS, consistent with those agreed to changes, the City has also passed a resolution dated the _____ day of _____, 2012, a copy of which is attached to this agreement, approving the specific jurisdictional transfer described herein.

NOW THEREFORE, the parties hereto do mutually agree to transfer jurisdictional responsibility for the roads under the conditions described below:

Current Roadway Removal	WIS 58/82 (Division Street)
From - To	From a point at the intersection of Grayside Avenue and Division Street and extending northerly to a point at the intersection of Division Street and State Street (US 12/WIS 16).
Distance	0.57 mile
Receiving Jurisdiction	City of Mauston

Current Roadway Designation	Grayside Avenue (New WIS 58/82)
From - To	From a point at the intersection of Grayside Avenue and Division Street, thence extending easterly to a point at the intersection of Grayside Avenue and Union Street.
Distance	0.18 mile
Receiving Jurisdiction	State of Wisconsin

Current Roadway Designation	Union Street (New WIS 58/82)
From - To	From a point at the intersection of Union Street and Grayside Avenue, thence extending northerly to a point at the intersection of Union Street and State Street (US 12/WIS 16).
Distance	0.46 mile
Receiving Jurisdiction	State of Wisconsin

1. The State shall:
 - A. Provide a set of as-built plans to the City.
 - B. Mill and Overlay the pavement on existing WIS 58/82 from Grayside Street to State Street.
 - C. Fully convey all access rights and permitting control along the segment to be transferred to the City, except the following:
 - The section of roadway from the intersection of Division Street and Grayside Street to the intersection of Division Street and Elmberta Street.
 - The section of roadway from the intersection of Division Street and Lacrosse Street to the intersection of Division Street and State Street.

1. The City shall:
 - A. Assume all permitting duties including utilities, driveways, and any other action requiring a permit on the roadway segment to be transferred.
 - B. Accept the jurisdictional and maintenance responsibility of the segment to be transferred upon completion of construction work associated with State Project ID 5020-05-01/71 and execution of this Agreement.
 - C. Allow no parking on Division Street from the intersection of Division Street and Grayside Street to a point 200 feet north of Grayside Street.

BE IT FURTHER RESOLVED:

The effective date of the jurisdictional transfer will be upon the completion of the WIS 58/82 improvements and opening to traffic, estimated to be in the fall of 2013.

For the City of Mauston:

For the State of Wisconsin:

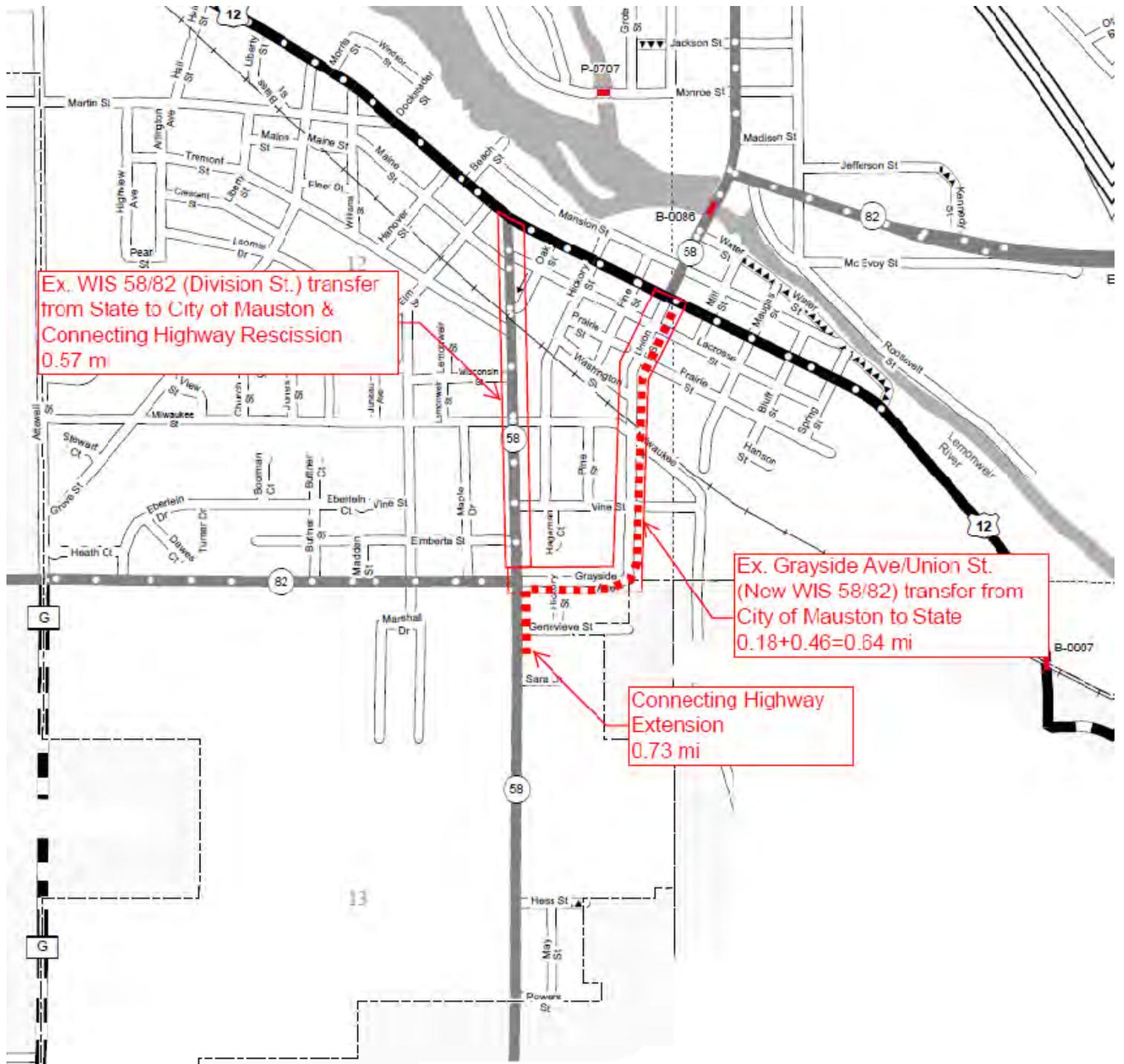
Brian T. McGuire, City Mayor

Rory Rhinesmith
Operations Director, Div. Of Transportation
System Development – Bureaus

Nathan R. Thiel, City Administrator

Date: _____

Date: _____



Ex. WIS 58/82 (Division St.) transfer from State to City of Mauston & Connecting Highway Rescission 0.57 m

Ex. Grayside Ave/Union St. (Now WIS 58/82) transfer from City of Mauston to State 0.18+0.46=0.64 mi

Connecting Highway Extension 0.73 mi

**CONNECTING HIGHWAY CHANGE
WIS 58/82
City of Mauston, Juneau County**

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between the Department of Transportation of the State of Wisconsin, hereinafter called the State, and the City of Mauston, Wisconsin, hereinafter called the City.

WITNESSETH THAT:

WHEREAS, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems.

WHEREAS, the functional/jurisdictional relationship of the proposed state and local highway systems have been cooperatively reviewed by the City and the State; and

WHEREAS, changes in the jurisdiction of these highway systems in the City have been agreed to by the City and the State; and

WHEREAS, in anticipation of this transfer, a new section of WIS 58/82 in Mauston is planned for construction beginning in the Spring of 2013 with State Project 5020-05-01/71; and

WHEREAS, consistent with those agreed to changes, the City has also passed a resolution dated the _____ day of _____, 2012, a copy of which is attached to this agreement, approving the specific jurisdictional transfer described herein.

NOW THEREFORE, The Department of Transportation hereby finds, determines and makes this decision that the public good and public travel will best be served by removing from the Connecting Highway System the segment described as:

Connecting Highway Removal	WIS 58/82 (Division Street)
From – To	From a point at the intersection of Grayside Avenue and Division Street and extending northerly to a point at the intersection of Division Street and State Street (USH 12 / WIS 16).
Distance	0.57 mile

1. The State shall:
 - A. Provide a set of as-built plans to the City.
 - B. Fully convey all access rights and permitting control along the segment to be transferred to the City, except the following:
 - The section of roadway from the intersection of Division Street and Grayside Avenue to the intersection of Division Street and Elmberta Street.

- The section of roadway from the intersection of Division Street and Lacrosse Street to the intersection of Division Street and State Street.

2. The City shall:

- A. Assume all permitting duties including utilities, driveways, and any other action requiring a permit on the roadway segment to be transferred.
- B. Accept the jurisdictional and maintenance responsibility of the segment to be transferred upon completion of construction work associated with State Project ID 5020-05-01/71 and execution of this Agreement.
- C. Allow no parking on Division Street from the intersection of Division Street and Grayside Avenue to a point 200 feet north of Grayside Avenue.

AND, The Department of Transportation hereby finds, determines and makes this decision that the public good and public travel will best be served by addition to the Connecting Highway System the segment described as:

Connecting Highway Addition	WIS 58/82 (Ex. Grayside Ave / Union St)
From – To	From a point on WIS 58 that is 606 feet south of the center of the roundabout at the intersection of Grayside Avenue and Division Street, thence extending northerly to the intersection, thence extending easterly and northerly to a point at the intersection of Union Street and State Street (USH 12)
Distance	0.73 mile

1. The State shall:

- A. Provide a set of as-built plans to the City.

2. The City shall:

- A. Accept the jurisdictional and maintenance responsibility of the segment to be transferred upon completion of construction work associated with State Project ID 5020-05-01/71 and execution of this Agreement.
- B. Continue connecting highway maintenance responsibility for the section of new WIS 58/82 described above. General maintenance activities include, but are not limited to: the application of protective coatings, the removal and control of snow, the removal, treatment and sanding of ice, interim repair of highway surface and adjacent structures, and all other operation, activities, and processes required on a continuing basis for the preservation of the highway. Maintenance activities also include the installation, replacement, rehabilitation, or maintenance of highway signs, traffic

control signals, highway lighting, pavement markings, and intelligent transportation systems as determined by the City.

- C. Allow no parking on Division Street from a point 200 feet south of the intersection of Division Street and Grayside Avenue to the intersection with Grayside Avenue.
- D. Allow no parking on Grayside Avenue (New WIS 58/82) from the intersection of Division Street and Grayside Avenue to a point 200 feet east of Division Street.

BE IT FURTHER RESOLVED:

The effective date of the jurisdictional transfer will be upon the completion of the WIS 58/82 improvements and opening to traffic, estimated to be in the fall of 2013.

For the City of Mauston:

For the State of Wisconsin:

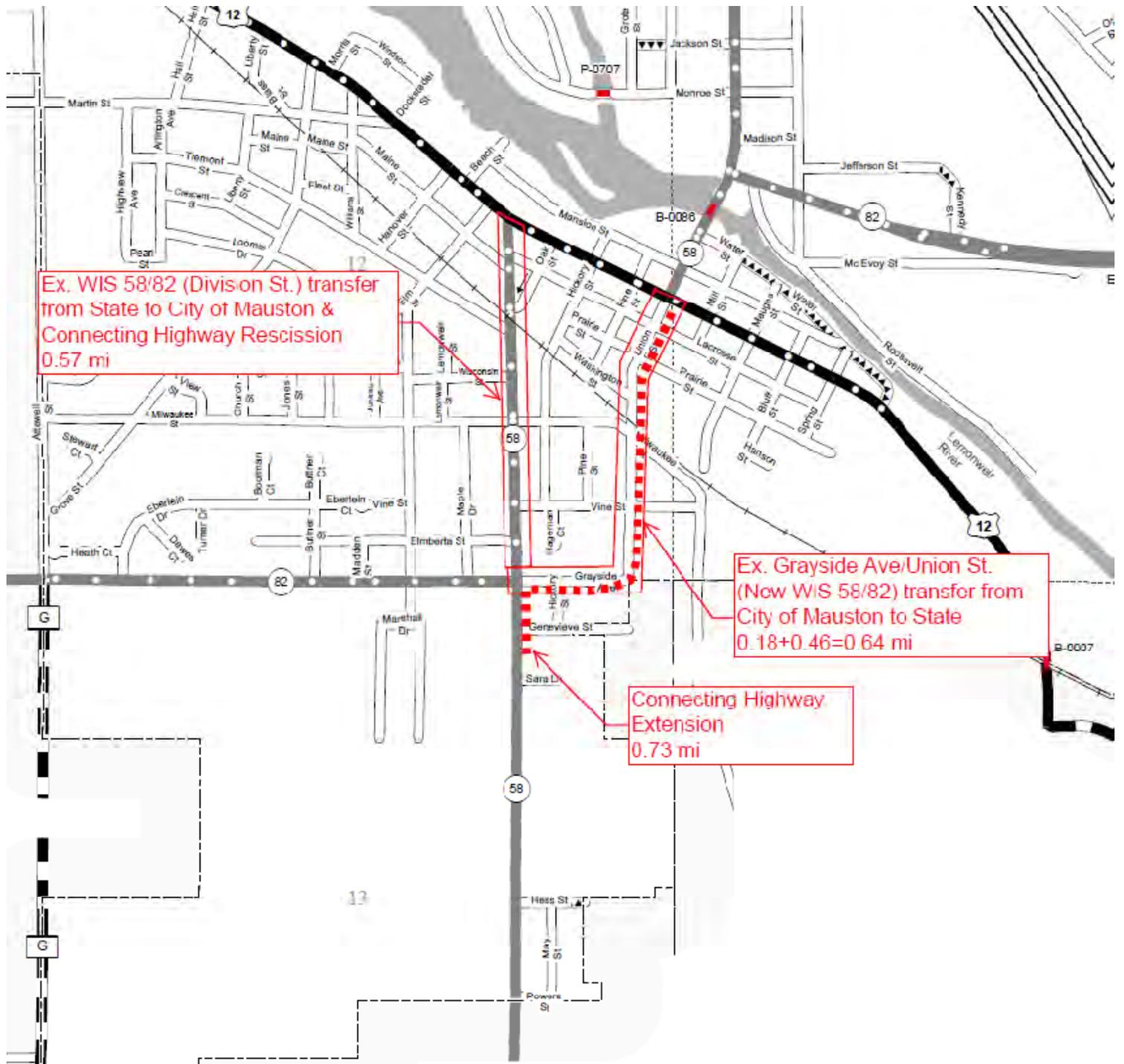
Brian T. McGuire, City Mayor

Rory Rhinesmith
Operations Director, Div. Of Transportation
System Development – Bureaus

Nathan R. Thiel, City Administrator

Date: _____

Date: _____





PROJECT NO: 5020-05-11 HWY: 5TH 58/82 COUNTY: JUNEAU PROJECT OVERVIEW SHEET 1 OF 1

Resolution No. 2012-17

**SUBJECT: JURISDICTIONAL TRANSFER AGREEMENT
WIS 58/82: CITY OF MAUSTON, JUNEAU COUNTY**

WHEREAS, the functional/jurisdictional relationship of present State and Local Highway Systems have been cooperatively reviewed by the City of Mauston and the State; and

WHEREAS, the State and the City of Mauston have cooperated in developing this jurisdictional change; and

WHEREAS, the Wisconsin Department of Transportation, under s. 84.02(3), may enter into a jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway system;

THEREFORE BE IT RESOLVED, that the Common Council of the City of Mauston approves the following segments of highway be added to the City highway system:

- 1) Ex. WIS 58/82 (Division Street), from a point at the intersection of Grayside Avenue and Division Street and extending northerly to a point at the intersection of Division Street and State Street (USH 12/WIS 16). This section of roadway is 0.57 miles in length.

BE IT FURTHER RESOLVED, that the Common Council of the City of Mauston approves the following segments of highway be deleted from the City highway system:

- 1) Grayside Avenue (New WIS 58/82), from a point at the intersection of Grayside Avenue and Division Street, thence extending easterly to a point at the intersection of Grayside Avenue and Union Street. This section of roadway is 0.18 miles in length.
- 2) Union Street (New WIS 58/82), from a point at the intersection of Union Street and Grayside Avenue, thence extending northerly to a point at the intersection of Union Street and State Street (USH 12/WIS 16). This section of roadway is 0.46 miles in length.

BE IT FURTHER RESOLVED, that the City of Mauston Common Council authorizes the Mayor to execute the Jurisdictional Transfer Agreement with the State of Wisconsin Department of Transportation.

Adopted this ____ day of _____, 20__

CITY OF MAUSTON

ATTEST

Brian T. McGuire, Mayor

Nathan R. Thiel, City Administrator

VOTE: ___Aye ___Nay ___Abstain ___Absent

Resolution No. 2012-18

**SUBJECT: CONNECTING HIGHWAY CHANGE
WIS 58/82: City of Mauston, Juneau County**

WHEREAS, the functional/jurisdictional relationship of present State and Local Highway Systems have been cooperatively reviewed by the City of Mauston and the State; and

WHEREAS, the State and the City of Mauston have cooperated in developing this jurisdictional change; and

WHEREAS, the Wisconsin Department of Transportation, under s. 84.02(3), may enter into a jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway system;

THEREFORE BE IT RESOLVED, that the Common Council of the City of Mauston approves the following segments of highway be added to the City highway system and deleted from the City connecting limits mileage:

- 1) Ex. WIS 58/82 (Division Street), from a point at the intersection of Grayside Avenue and Division Street and extending northerly to a point at the intersection of Division Street and State Street (USH 12/WIS 12). This section of roadway is 0.57 miles in length.

BE IT FURTHER RESOLVED, that the Common Council of the City of Mauston approves the following segments of highway be deleted from to the City highway system and added to the City connecting limits mileage:

- 1) New WIS 58/82 (Ex. Grayside Avenue/Union Street) from a point on WIS 58 that is 606 feet south of the center of the roundabout at the intersection of Grayside Avenue and Division Street, thence extending northerly to the intersection, thence extending easterly and northerly to a point at the intersection of Union Street and State Street (USH 12 / WIS16). This section of roadway is 0.73 total miles in length.

BE IT FURTHER RESOLVED, that the City of Mauston Common Council authorizes the Mayor to execute the Connecting Highway Change with the State of Wisconsin Department of Transportation.

Adopted this ____ day of _____, 20__

CITY OF MAUSTON

ATTEST

Brian T. McGuire, Mayor

Nathan R. Thiel, City Administrator

VOTE: ___Aye ___Nay ___Abstain ___Absent

**FINANCE AND
PURCHASING
COMMITTEE
ITEMS**

December 11, 2012

ACH payments & checks # 47686 – 44827
11/28/2012 – 12/11/2012

Total = \$938,480.75

*Includes December Debt Service of \$183,609.14

Plus

3 Payrolls = \$95,235.65 (Regular 11/30, Longevity 12/3, Firemen 12/7)

Total to approve \$1,033,716.40

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
DEF	11/30/2012	GREAT WEST DEFERRED COMP	450.00
	Manual Check	PAYROLL NOV 30	
DWD	12/07/2012	DWD-UI	328.48
	Manual Check	Coupon # 4489000 acct 692229-000-0	
FED	11/30/2012	FEDERAL WITHHOLDING TAX ELECTRONIC	14,152.23
	Manual Check	PAYROLL NOV 30	
fed	12/03/2012	FEDERAL WITHHOLDING TAX ELECTRONIC	2,325.39
	Manual Check	withholding on Longevity	
WIS	11/30/2012	Wis Tax Withholding	3,267.68
	Manual Check	STATE WITH HOLDING	
wis	12/03/2012	Wis Tax Withholding	354.77
	Manual Check	withholding on Longevity	
ALLI	12/07/2012	Alliant Utilities / WP&L	4,757.76
	Manual Check	December 7	
alli	11/28/2012	Alliant 607548-001	2,398.89
	Manual Check	Library electric	
city	12/06/2012	City of Mauston	1,988.78
	Manual Check	000-1235-00	
DEBT	12/01/2012	USDA-Rural Development	46,720.00 *
	Manual Check	LOAN 92-11 AND 92-07 SEWER	
DEBT	12/01/2012	USDA-Rural Development	42,361.64 *
	Manual Check	LOAN 91-03 LOAN 91-05 LOAN 91-09	
DEBT	11/30/2012	Bank of Mauston	94,527.50 *
	Manual Check	2010A WATER SYSTEM REV BOND PAYMENT	
fron	12/07/2012	FRONTIER	171.13
	Manual Check	608-847-4070-111709-5	
44769	12/07/2012	B & M Technical Services, INC	1,302.00
		Inv 2204 transducer problem/ replaced	
44770	12/07/2012	Baker & Taylor, INC	427.73
		2027578866,2027541213,2027613673	
44771	12/07/2012	Bobcat of Madison, INC	260.88
		Invoice 110768	
44772	12/07/2012	Bonnie Grosklaus	2,350.00
		replacement check for Hazel Parchum	
44773	12/07/2012	BWI Public Library Specialists	14.01
		Invoice 214176E, 211445E	
44774	12/07/2012	Capital Newspapers 2518440	102.11
		inv 969505 Minutes of Council Mtg	

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
44775	12/07/2012	Capital Newspapers 501357 Winter parking INV 1996571	400.83
44776	12/07/2012	Car Quest statement	71.19
44777	12/07/2012	Center Pointe Large Print invoice 1054616	43.74
44778	12/07/2012	Communications Service, INC Invopice 41149	1,552.31
44779	12/07/2012	Demco, INC INV 4807127,4811864 Book Processing	175.12
44780	12/07/2012	DeVoe Painting & Deck Cleaning Inv 12/6/2012	790.00
44781	12/07/2012	DL Gasser Construction INC Invoice 50000010289	1,376.00
44782	12/07/2012	Eagle Promotions, INC Inv 23526	202.25
44783	12/07/2012	Evergreen Landscaping Library 618544 and 618528	642.50
44784	12/07/2012	Fearing's Audio Video Security Invoice 43712	1,914.86
44785	12/07/2012	First Supply LLC - Madison #9313269 hydrant flags	632.00
44786	12/07/2012	Gale Group INV 97920307,97915065,97912501,97849914,	173.40
44787	12/07/2012	Gappa Security Solutions, LLC Door Locks - Concession Stand	987.70
44788	12/07/2012	GE Money Bank / Amazon statement for Library Oct and Nov	1,369.06
44789	12/07/2012	Gray's Computer Solutions, LLC Invoice 2671,2670,2669	4,362.75
44790	12/07/2012	Gray's Electric, LLC Library	4,861.10
44791	12/07/2012	Gray's Electric, LLC invoice 12812	2,162.30
44792	12/07/2012	Hartje Lumber Inc Construction - bathrooms at Vets park	3,242.90
44793	12/07/2012	Health Hazards Specialists, LLC asbestose removal and testing	2,550.00

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
44794	12/07/2012	Highsmith INV 4793361	24.95
44795	12/07/2012	Jefferson Fire & Safety, INC Invoice 192072	1,044.00
44796	12/07/2012	John Deere Financial Airport will pay theirs	460.73
44797	12/07/2012	La Crosse Movers practise move on weekend	585.00
44798	12/07/2012	La Farge Truck Center, LLC Invoice 163029 and credit	152.67
44799	12/07/2012	Lampert Yard, INC inv 14180597 shop door	76.81
44800	12/07/2012	Lange Plumbing & Heating, INC inv 6660 library	608.75
44801	12/07/2012	Laridean's Glass, INC inv 45823 Plexi glass 1/4"	214.19
44802	12/07/2012	Mauston Plumbing INC INvoice 23865 526 Hickory - Rod Sewer	212.50
44803	12/07/2012	Mauston Tru Value, INC INVOIC 205607,205338,205426	515.72
44804	12/07/2012	Mauston Tru Value, INC Statement	470.42
44805	12/07/2012	Midwest Tape 90567613 , 90567615,90551025,90517621	401.67
44806	12/07/2012	Miller-Bradford & Risberg, INC Inv IT62026 Handle,spring sleeve, crnk	279.38
44807	12/07/2012	MSA Professional Services, Corp. Inv 17 Proj R00044027.0 Ensck Ext	31.90
44808	12/07/2012	MSA Professional Services, Corp. Inv 10 Proj R00044032 STH 82 Pedestri	8,061.34
44809	12/07/2012	MSA Professional Services, Corp. Inv 1 Proj R00044033.0	569.70
44810	12/07/2012	North Star Emergency Vehicle Service iNVOICE 369	640.35
44811	12/07/2012	Oriental Trading Co,. INC Invoice 653729527-03 snowflake ornament	29.00
44812	12/07/2012	Pershing LLC for account ABM420654 Perpetual Care	6,200.39

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
44813	12/07/2012	Pumpkin Books, INC inv 50359A,50788	171.70
44814	12/07/2012	Quill Corporation Library	529.57
44815	12/07/2012	Recorded Books, LLC INV 74214293	298.05
44816	12/07/2012	Rowman & Littlefield Publishing Group Invoice 9180391	29.59
44817	12/07/2012	Sal's Truck Repair Invoice 24623	589.85
44818	12/07/2012	Someday Services, LLC Invoice 254	439.94
44819	12/07/2012	Unique Books INC Invoice 359262.2	23.61
44820	12/07/2012	United Auto Supply, INC 40312589 and 40313320 Airport will pay	43.95
44821	12/07/2012	Vierbicher Associates INC Invoice 8 Proj 13117868.00 West Ind Ba	5,971.40
44822	12/07/2012	Vierbicher Associates INC Invoice 26 Proj 13107381.00	5,631.30
44823	12/07/2012	Vivax Metrotech Corporation Invoice 28911	276.00
44824	12/07/2012	Wis State Laboratory of Hygiene INV 221058 acct # 7044585	27.00
44825	12/07/2012	Wisconsin River Coop Invoice 391456	9.78
44826	12/07/2012	Wisconsin River Coop Charges in October	1,678.39
44827	12/07/2012	Wisconsin River Coop charges for November	1,801.13
47685	11/30/2012	City of Mauston Parcel 4 --- 723 Division	2,750.00
47693	11/30/2012	Keepers BALANCE DUE	2,790.00
47703	12/01/2012	FRONTIER invoice 847-7048-012610-5	92.49
47704	12/07/2012	Airgas USA LLC inv 9905647292 lease 2012-2017	94.50

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47705	12/07/2012	Alliant Utilities / WP&L Account 716623-001	6.50
47706	12/07/2012	Best Service, LLC INV 113546	88.53
47707	12/07/2012	Bobcat of Madison, INC Inv 110833	53.58
47708	12/07/2012	Boberg's Gas & Go Police for November	116.05
47709	12/07/2012	Brenner Tank Service balance due less tax	94.50
47710	12/07/2012	Castle Rock Graphix, LLC Business cards for Rob Nelson	50.00
47711	12/07/2012	Chosen Valley Testing INC Invoice 11138	4,315.00
47712	12/07/2012	GAPPA SECURITY SOLUTIONS, LLC Inv 2895 locks for evidence compound	153.15
47713	12/07/2012	GAPPA SECURITY SOLUTIONS, LLC inv 3017 key for Admin	347.95
47714	12/07/2012	HAWKINS, INC inv 3412213	2,323.50
47715	12/07/2012	JUNEAU COUNTY TITLE COMPANY Land Aquisition for Beach St Program	2,250.00
47716	12/07/2012	K-MART CORPORATION DECORATIONS AND AIR FRESH	57.67
47717	12/07/2012	KIM'S FLORAL & GIFTS invoice 462	45.00
47718	12/07/2012	KOHN LAW FIRM S.C. #12SC000849 SS 11/30/2012	262.22
47719	12/07/2012	KRUEGER, LARRY 2 hours Xmas parade	18.76
47720	12/07/2012	LEMONWEIR VALLEY TELEPHONE CO Shop Internet	110.00
47721	12/07/2012	LENORUD SERVICES, INC inv 3346	11,587.50
47722	12/07/2012	Lotan, Lorri 2 hours Xmas parade	18.76
47723	12/07/2012	Mauston Area Chamber of Commerce xmas bucks	1,250.00

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47724	12/07/2012	Mauston Volunteer Fire Department for 723 Division Street demolition/burni	8,000.00
47725	12/07/2012	Merkel Company, INC invoice 22607	985.05
47726	12/07/2012	MORAN, EVELYN replacement check 27929	77.00
47727	12/07/2012	MSA Professional Services, Corp. invoice 26 Proj R00044018.0 STH Utilit	757.77
47728	12/07/2012	NORTHSIDE MOBIL INVOICE 7150	50.00
47729	12/07/2012	Oakdale Electric Cooperative LIFT STATION A6H02034	1,463.64
47730	12/07/2012	OFFICE DEPOT invoice 632226518001	78.28
47731	12/07/2012	Petrowitz, Karla F & Appraisal Services appraisal of 100 Grayside proj 5020-05-	3,754.35
47732	12/07/2012	PROGRESSIVE BUSINESS renewal of Payroll Publication	230.00
47733	12/07/2012	QUALITY DOOR & HARDWARE invoice and credit	1,765.80
47734	12/07/2012	RHYME BUSINESS PRODUCTS LLC INV 13025858	1,009.96
47735	12/07/2012	ROBINSON SYSTEMS year end forms	167.06
47736	12/07/2012	SAFETY FIRST, INC inv 21883 Globe jackets and trousers	4,193.92
47737	12/07/2012	Seebecker, Tim 2 hourts Xmas parade	18.76
47738	12/07/2012	Staples Advantage ink for Renee - paid	23.72
47739	12/07/2012	Troxel, Troy 2 hrs Xmas parade	18.76
47740	12/07/2012	United Auto Supply, INC inv 40310588	5.00
47741	12/07/2012	VSP WISCONSIN VISION SERVICE PLAN invoice for Dec 2012	748.77
47742	12/07/2012	Winker, Eleanor 2 hrs Xmas parade	18.76

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47743	12/07/2012	Winker, George 2 hours Xmas Parade	18.76
47744	12/07/2012	WIS SCTF payroll 11/30/2012	92.31
47745	12/03/2012	Gerke Excavating, INC pay req 1 contract b West INd Park Pond	213,348.79
47746	12/03/2012	Gerke Excavating, INC contract A Pay Req 3 Attewell Basin	95,467.29
47747	12/06/2012	City of Mauston November due Dec 6	1,988.78
47747	12/06/2012	City of Mauston Manual Check should be ACH not check	-1,988.78
47748	12/11/2012	Advanced Business Systems, INC invoice 77071	216.00
47749	12/11/2012	Associated Appraisal invoice 14068 and 14069	1,710.91
47750	12/11/2012	Bires, Jim replacment check for 45159	74.27
47751	12/11/2012	Bump, James V. Sr. 2 hrs Xmas parade	18.76
47752	12/11/2012	Bump, Rose M. 2 hours Xmas parade	18.76
47753	12/11/2012	Capital Newspapers 2518440	157.09
47754	12/11/2012	Capital Newspapers 2518440 invoice 962595 proj 82/58 redesignation	88.06
47755	12/11/2012	Chippewa Concrete INC invoice 1 for STH 82 E Ped Project	281,361.98
47756	12/11/2012	Concept Printing (CPC) MUNI COURT SUPPLIES	100.00
47757	12/11/2012	FRONK, LEO C Reissue check 43806	36.58
47758	12/11/2012	GOLLMAR, GREGORY 2 hours Xmas Parade	18.76
47759	12/11/2012	GOLLMAR, RACHEL L 2 hours Xmas parade	18.76
47760	12/11/2012	GRAY ELECTRIC INVOICE 12692	119.20

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
47761	12/11/2012	HAWKINS, INC INV 3411455	5,387.74
47762	12/11/2012	JUNEAU COUNTY HIGHWAY DEPT INV 863,907,883,840,801	1,984.06
47763	12/11/2012	JUNEAU COUNTY HIGHWAY DEPT invoice 882 police dep	1,930.54
47764	12/11/2012	Juneau County Start Times 1 year for Police dept	55.65
47767	12/04/2012	HALE ELECTRIC LLC Riverside Park shelter Demo Inv 116	112.50
47768	12/06/2012	Juneau County Register of Deeds Manual Check Riverside Park Improvements recording	30.00
Grand Total			938,480.75

CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 11/28/2012 From Account:
Thru: 12/11/2012 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	72,943.94
Total Expenditure from Fund # 109 - Cemetery	6,265.35
Total Expenditure from Fund # 250 - Library Fund	20,046.82
Total Expenditure from Fund # 270 - Room Tax Fund	202.58
Total Expenditure from Fund # 400 - Capital Projects Fund	639,964.18
Total Expenditure from Fund # 610 - Water Utility Fund	141,604.96
Total Expenditure from Fund # 620 - Sewer Utility Fund	57,452.92
Total Expenditure from all Funds	938,480.75



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Milwaukee, Wisconsin 53202-4426
Tel 414.277.5000
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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

December 6, 2012

VIA EMAIL AND UPS

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

Scope of Engagement Re: Proposed Issuance of \$3,225,000 City of Mauston (the "City")
Note Anticipation Notes, Series 2012A

Dear Mr. Thiel:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced notes (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Securities for the purpose in question and has followed proper procedures in doing so;

- 2) the Securities are valid and binding obligations of the City according to their terms;
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes or participating in an Internal Revenue Service survey regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters of municipal obligations. In past transactions that are not related to the issuance of the Securities

Mr. Nathan R. Thiel
December 6, 2012
Page 3

and our role as bond counsel, we may have served as underwriter's counsel to the financial institution that has or will underwrite the Securities. We may also be asked to represent underwriters, including the underwriter of the Securities, in future transactions that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel will be \$5,000 including all out-of-pocket expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company. Municipal bond insurance companies require additional opinions and documents as well as additional photocopies, faxes and long distance telephone charges. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee and that it will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Mr. Nathan R. Thiel
December 6, 2012
Page 4

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

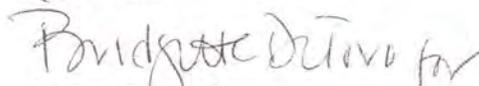
Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP


Jeffrey D. Peelen

JDP:BKD:adb

Enclosures

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

Accepted and Approved:

CITY OF MAUSTON

By: _____

Its: _____
Title

Date: _____

December 11, 2012

Sale Report

City of Mauston, Wisconsin
\$3,225,000 Note Anticipation
Note, Series 2012A



City of Mauston, Wisconsin Results of Note Sale – December 11, 2012

\$3,225,000 Note Anticipation Note, Series 2012A

Purpose:	The Note will provide interim financing of capital projects in the City's Tax Increment District No. 3, including: <ul style="list-style-type: none"> • Hwy 82 pedestrian improvements • Mansion Street & Riverside Park improvements • Acquisition of adjacent Beach Street properties
Rating:	Non-rated
Purchaser:	Bank of Mauston
Rate:	1.80%
Other Considerations:	The City will have the ability to draw down on the Note as funds are needed. Interest shall only accrue on amounts drawn. The Note will be subject to pre-payment, in whole or in part, at the City's discretion. The City has covenanted that it will retain sufficient general obligation borrowing authority as to issue its General Obligation Promissory Notes to redeem any amounts remaining due on the Note upon maturity on December 1, 2017.

Summary of Results:	Pre-sale Report	Results of Sale	Difference
Principal Amount:	\$3,265,000	\$3,225,000	(\$40,000)
Underwriting Discount:	\$26,120	\$0	(\$26,120)
Cost of Issuance:	\$35,000	\$21,750	(\$13,250)
Coupon Rate(s):	2.00%	1.80%	

Closing Date:	December 27, 2012
Council Action:	Adoption of a "Resolution authorizing the issuance of \$3,225,000 General Obligation Promissory Notes and the issuance and sale of a \$3,225,000 Note Anticipation Note in anticipation thereof"
Attachments:	Note Resolution (Prepared by Quarles and Brady and distributed separately)

RESOLUTION NO. 2012-19

RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,225,000
GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF A
\$3,225,000 NOTE ANTICIPATION NOTE IN ANTICIPATION THEREOF

WHEREAS, the City of Mauston, Juneau County, Wisconsin (the "City") is presently in need of the sum of \$3,225,000 for public purposes, including paying the cost of providing interim financing for project costs in the City's Tax Incremental District No. 3 consisting of but not limited to Highway 82 pedestrian improvements, Mansion Street and Riverside Park improvements and acquisition of Beach Street property to expand beach and provide public access to the lake (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of a note anticipation note pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Note to the Bank of Mauston (the "Purchaser"), pursuant to the terms and conditions contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project. There is hereby levied on all the taxable

property in the City a direct, annual, irrevocable tax sufficient to pay the interest on said Securities as it becomes due, and also to pay and discharge the principal thereof.

Section 2. Authorization and Sale of the Note. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of THREE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,225,000) from the Purchaser. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, a Note in the principal amount of up to THREE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,225,000) for a purchase price equal to the principal amount drawn under the Note.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note"; shall be issued in the principal amount of up to \$3,225,000; shall be dated its date of issuance; and shall be numbered R-1. Principal of the Note may be drawn by the City as needed to the full amount of the Note or so much thereof as the City may require, and shall be payable on December 1, 2017. The Note shall bear interest (but only on such amounts as shall have been drawn under the Note from the dates such amounts are drawn) at a rate of 1.80% per annum. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2013. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Note shall be subject to redemption prior to maturity, at the option of the City, on any date. Said Note shall be redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

Section 6. Security. The Note shall in no event be a general obligation of the City and does not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due, (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Note until paid and (c) any tax incremental revenues of the City's Tax Incremental District No. 3 ("TID No. 3") which are appropriated by the Common Council for payment of principal of or interest on the Note. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further,

that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City a separate and distinct fund account designated as the "Debt Service Fund Account for the \$3,225,000 Note Anticipation Note, dated December 27, 2012" (the "Debt Service Fund Account"), and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any premium which may be received by the City above the par value of the Note and accrued interest thereon; (iii) any proceeds of the Note representing capitalized interest on the Note or other funds appropriated by the City for payment of interest on the Note, as needed to pay the interest on the Note when due; (iv) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Note); (v) tax increment revenues of TID #3 which are appropriated for payment of the Note; (vi) such other sums, including tax monies, as may be necessary at any time to pay principal of and interest on the Note when due and which are appropriated by the Common Council for that purpose; and (vii) surplus monies in the Borrowed Money Fund as specified in Section 9 hereof.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until the Note are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Note as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Note;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Note until paid.

After the payment of principal of and interest on the Note in full, said special trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$3,225,000 authorized for the issuance of the Securities shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Note; Segregated Borrowed Money Fund. All monies received by the City upon the delivery of the Note to the Purchaser thereof (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited by the City Clerk into a special fund (the "Borrowed Money Fund") which shall be maintained separate and distinct from all other funds of the City and shall be used for no purpose other than the purposes for which the Note is issued. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes, shall be deposited in the Debt Service Fund Account created herein.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Note, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Note to the Purchaser which will permit the conclusion that the Note is not an "arbitrage bond," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Note and the ownership, management and use of the projects will not cause the Note to be a "private activity bond" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Note including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause any of the Note to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Note shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the

Note provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Note and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Designation as Qualified Tax-Exempt Obligation. The Note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 13. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 14. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 15. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 16. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note on any interest payment date shall be made to the registered owners of the Note as they appear on the registration book of the City at the close of business on the Record Date.

Section 17. Continuing Disclosure. The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 are not applicable to the Note because the Purchaser will not resell or reoffer the Note. The City has agreed to provide its annual financial statements directly to the Purchaser.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 11, 2012.

Brian T. McGuire
Mayor

Attest:

Nathan R. Thiel
City Clerk

(SEAL)

EXHIBIT A

(Form of Note)

NUMBER	UNITED STATES OF AMERICA STATE OF WISCONSIN JUNEAU COUNTY CITY OF MAUSTON NOTE ANTICIPATION NOTE	DOLLARS
R-1		\$3,225,000

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:
December 1, 2017	December 27, 2012	1.80%

REGISTERED OWNER: BANK OF MAUSTON

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

COPY

FOR VALUE RECEIVED, the City of Mauston, Juneau County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above (but only so much as shall have been drawn hereunder) and to pay interest thereon (but only on amounts as shall have been drawn hereunder from the dates the amounts are drawn hereunder) at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2013 until the aforesaid principal amount is paid in full.

This Note is payable as to principal upon presentation and surrender hereof at the office of the City Clerk or City Treasurer.

This Note is one of an issue of Notes aggregating the principal amount of \$3,225,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing to pay the cost of providing interim financing for project costs in the City's Tax Incremental District No. 3 (the "Project"), all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on November 27, 2012 and December 11, 2012. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due, (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund, to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Note until paid and (c) any tax incremental revenues of TID #3 which are appropriated by the Common Council for payment of principal of or interest on the Note. The City has authorized and covenanted to issue the Securities pursuant to the Authorizing Resolution. **THE NOTE IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTE.**

This Note is subject to redemption prior to maturity, at the option of the City, on any date. Said Note is redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

The Note shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Note shall no longer be deemed to be outstanding.

The Note is issuable solely as negotiable, fully-registered Note without coupons. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Mauston, Juneau County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF MAUSTON,
JUNEAU COUNTY, WISCONSIN

By: _____
Brian T. McCune
Mayor

By: _____
Nathan R. Thiel
City Clerk

(SEAL)

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Registered Owner)

(Authorized Officer)

COPY

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

Section 67.09, Wisconsin Statutes provides that the City Clerk when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk should be notified and a copy of this Assignment should be sent to the City Clerk for his or her records.