

PUB WKS

12/11/12

**OFFICIAL NOTICE OF MEETING
OF THE
PUBLIC WORKS COMMITTEE OF THE MAUSTON COMMON COUNCIL
6:00PM
TUESDAY, DECEMBER 11, 2012
MAUSTON CITY HALL COUNCIL CHAMBERS
303 MANSION STREET**

- 1. Call to Order/Roll**
- 2. Discussion and Action Regarding Minutes of November 27, 2012**
- 3. Discussion and Recommendation Regarding Termination of Sewer Charges Tax Parcel #29-251-539**
- 4. Discussion and Recommendation Regarding Riverwalk Phase II (Planning, Fieldwork, and Preliminary Design) Agreement**
- 5. Discussion and Recommendation Regarding Vine Street/Townline Road Lemonweir Township Agreement**
- 6. Discussion and Recommendation Regarding Resolution 2012-17 Jurisdictional Transfer Agreement Wis 58/82 City of Mauston, Juneau County**
- 7. Discussion and Recommendation Regarding Resolution 2012-18 Connecting Highway Change Wis 58/82 City of Mauston, Juneau County**
- 8. Director of Public Works Report**
- 9. Any Other Business Properly Brought Before the Committee**
- 10. Adjourn**

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

Call to Order/Roll Call The Public Works Committee of the Mauston Common Council met on Tuesday, November 27, 2012, in the Council Chambers of Mauston City Hall. Chair Rick Noe called the meeting to order at 6:00pm. Members present were Francis McCoy, Floyd Babcock and Noe. Also present were Mayor Brian McGuire, Director of Public Works Rob Nelson and Fire Chief Kim Hale.

Minutes McCoy/Babcock to approve the minutes of the November 13, 2012, meeting. Motion approved by voice vote.

Pay Request #1 West Side Detention Basin Project Babcock/McCoy to recommend to the Council to approve Gerke Excavating pay request #1 in the amount of \$213,348.79. Motion carried by voice vote.

Pay Request #3 Attewell Detention Basin Babcock/McCoy to recommend to the Council approve Gerke Excavating pay request #3 in the amount of \$95,467.29. Motion carried by voice vote.

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

Demolition Proposals

143 East State Babcock/McCoy to recommend to the Council to award the demolition contract to Joseph L. Bollig and Sons in the amount of \$15,940. Motion carried by voice vote.

800 Division Street Babcock/Noe to recommend to the Council to award the demolition contract to Hamm Brothers in the amount of \$4625. Motion carried by voice vote.

723 Division Street Babcock/Noe to recommend to the Council to contract with the Mauston Volunteer Fire Department in the amount of \$8,000. Motion carried by voice vote.

Noe stated that the costs approved 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 reported that there was a sewer problem at Hickory Street and a water leak on Maine Street over the holiday weekend.

Adjourn McCoy/Noe to adjourn. Motion carried by voice vote. Meeting adjourned at 6:20pm.

Rick Noe, Chair

Date



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.

Rene Delte - 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.

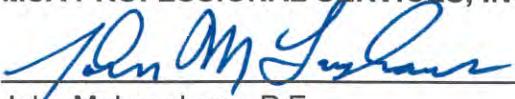
Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

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

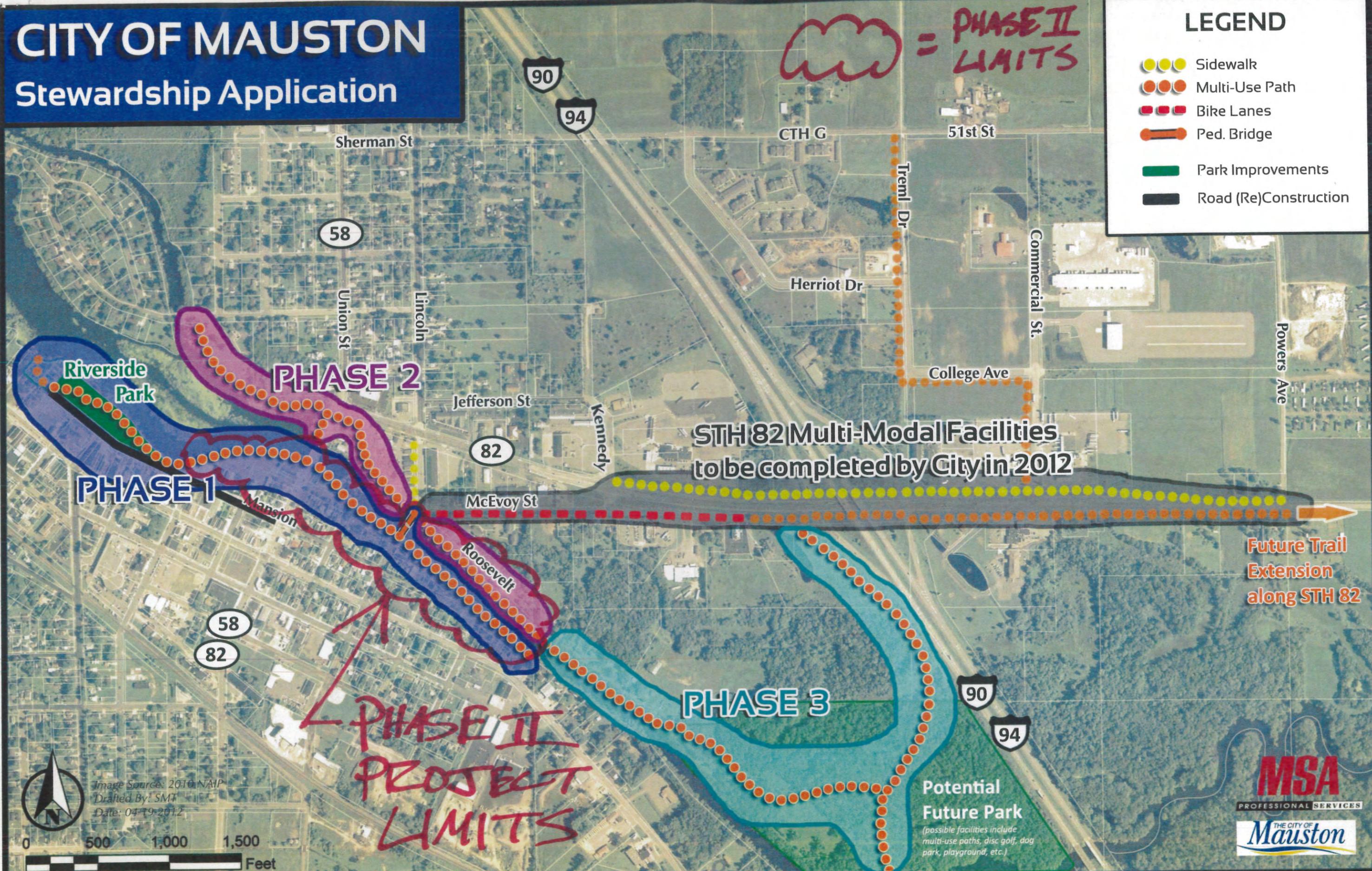


Image Source: 2010 NAIP
 Drafted By: SMT
 Date: 04-19-2012

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

TOWN OF LEMONWEIR

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

November 29, 2012

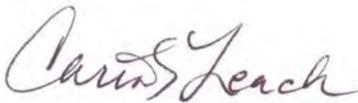
City of Mauston
Attn: Nathan Thiel, City Administrator
303 Mansion St
Mauston, WI 53948

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

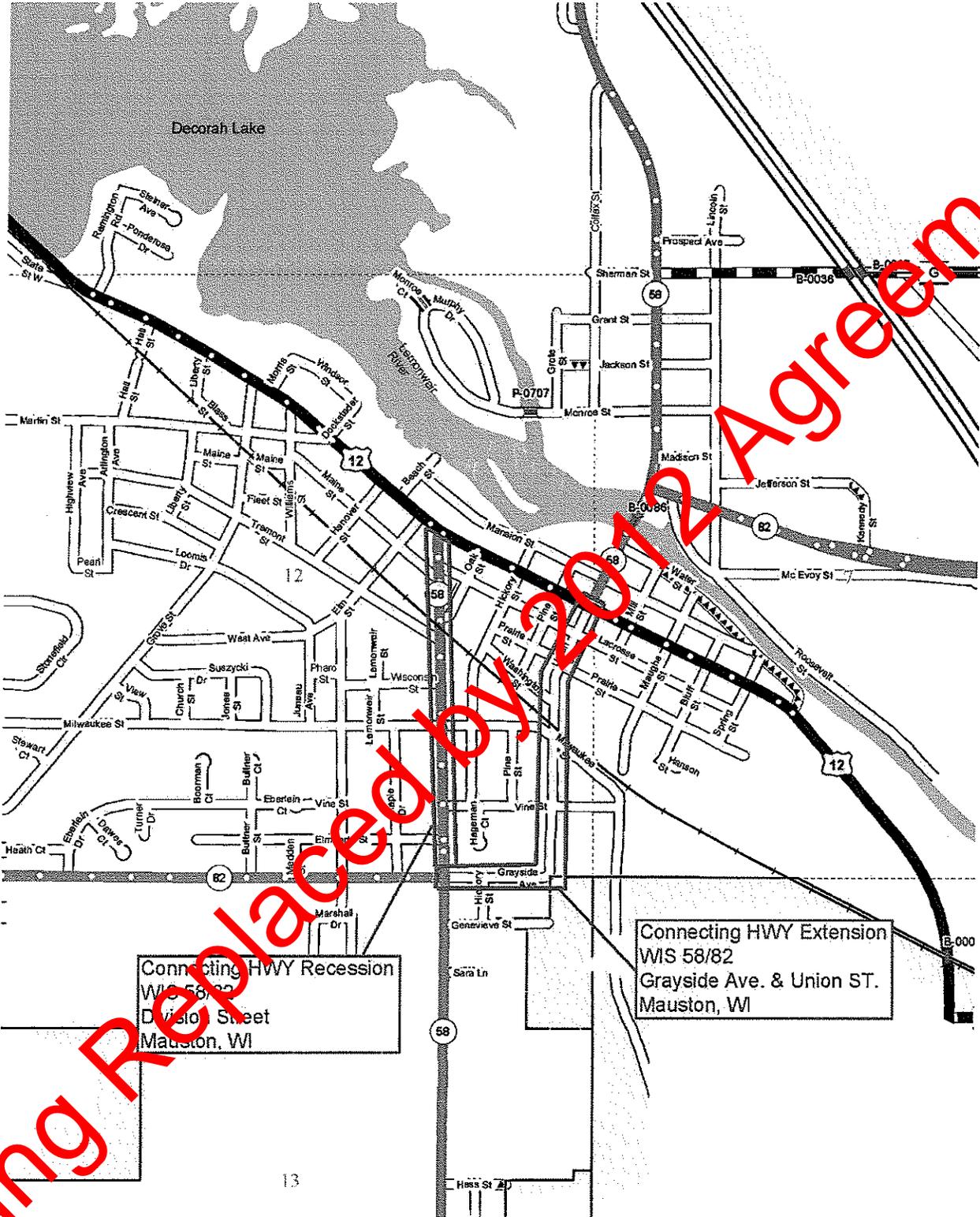
Date: 4/12/11

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



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:

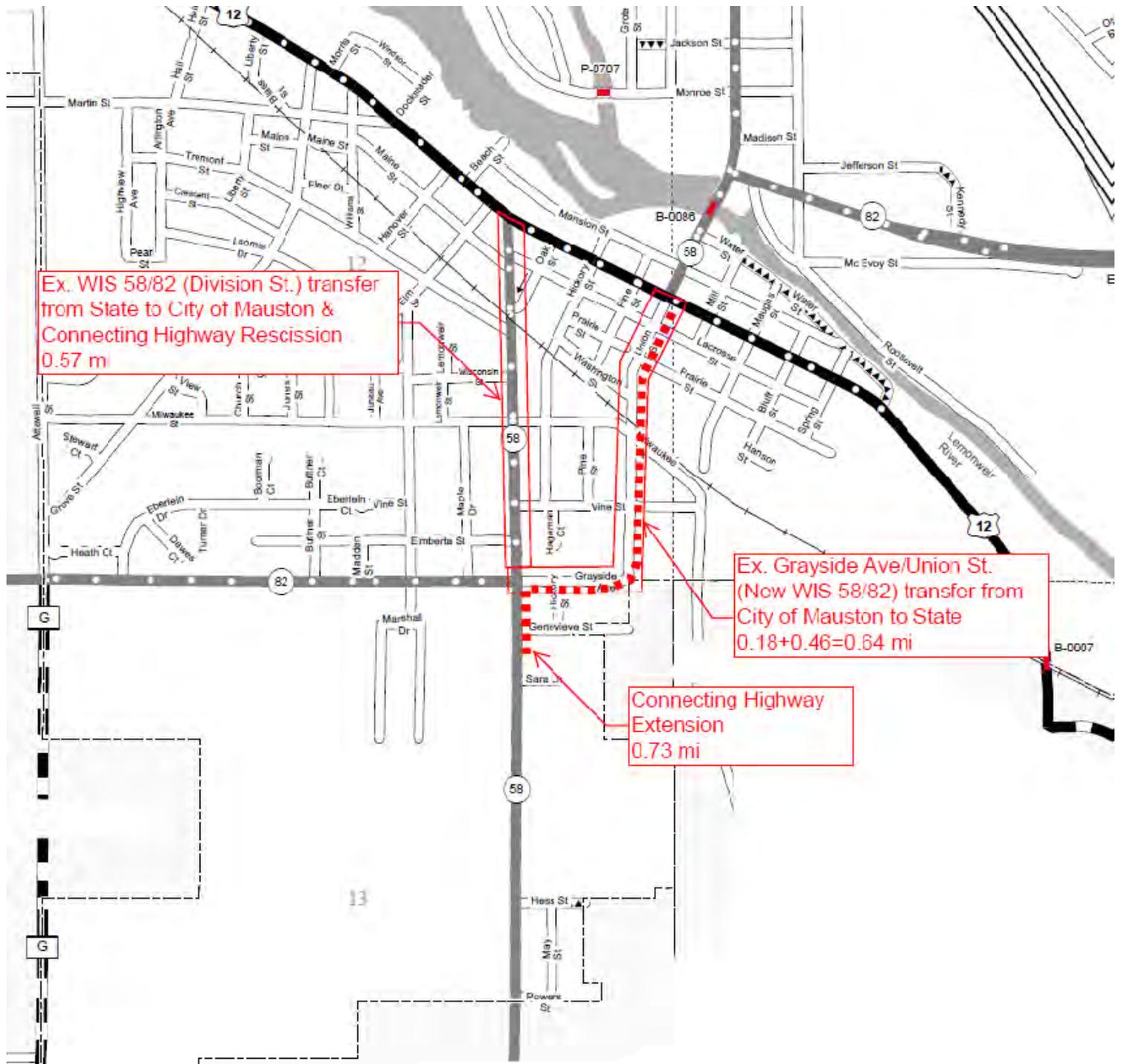
Brian T. McGuire, City Mayor

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:

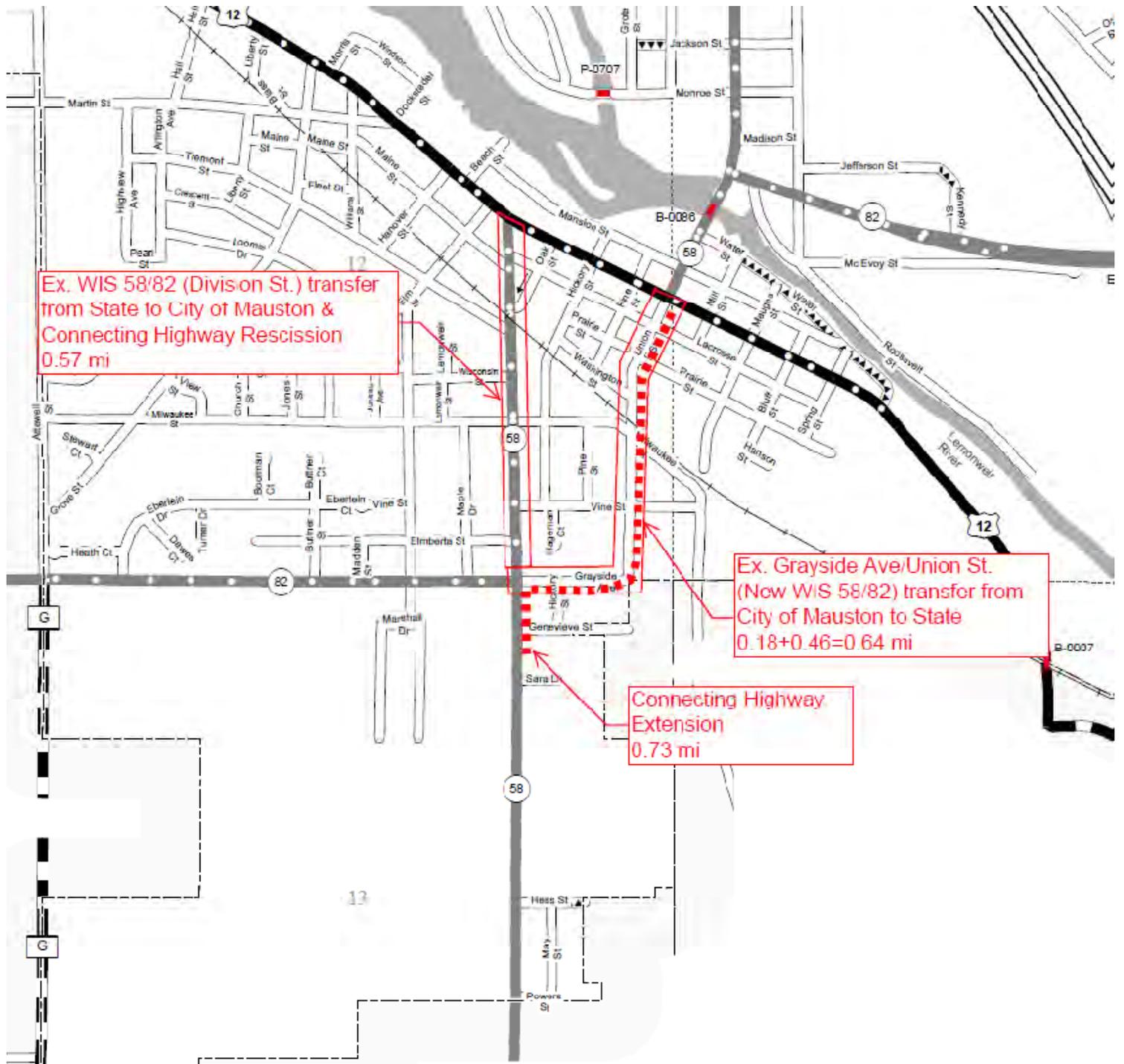
Brian T. McGuire, City Mayor

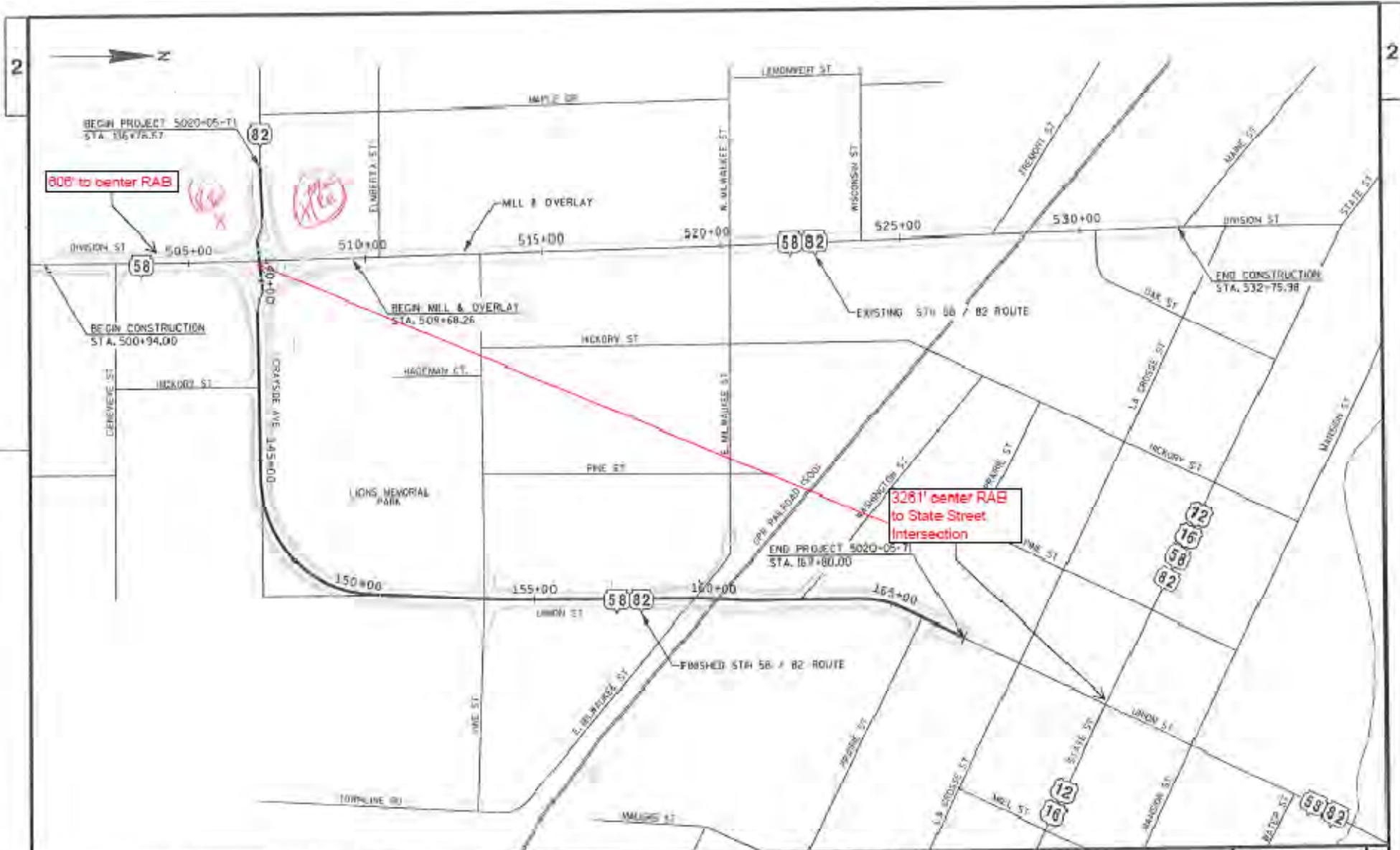
Rory Rhinesmith
Operations Director, Div. Of Transportation
System Development – Bureaus

Nathan R. Thiel, City Administrator

Date: _____

Date: _____





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

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