



# COMMON COUNCIL MEETING AGENDA

July 23, 2024 at 6:30 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Discussion and action relating to Minutes**

[a.](#) July 9, 2024

4. **Citizens Address to the Council**

*Public comments from citizens regarding items on, or not on the agenda. Register before speaking. State full name and full address when addressing the Council. The Council members may not debate but can ask clarifying questions with the citizens making the comments. Individual presentations are limited to three minutes.*

5. **Reports from Committees, Boards, and Commissions**

*Chair/Representative of Body please state your full name and the Body you are representing*

6. **Plan Commission**

[a.](#) Discussion and action regarding Ordinance 2024-2069 rezoning of 913 and 915 Division Street

7. **Public Works Committee Report**

[a.](#) Discussion and action regarding purchase of a Crane truck as part of the sewer treatment upgrades

[b.](#) Discussion and action regarding the replacement of TID 4 sidewalk

[c.](#) Director of Public Works Report

8. **Finance and Purchasing Committee Report**

[a.](#) Discussion and action relating to Vouchers In the amount of \$132,326.24

[b.](#) Discussion and action regarding Vierbicher Master Plan for TIDs and Affordable Housing Fund.

9. **Personnel and Negotiating Committee**

[a.](#) Discussion and action regarding Parks Superintendent job description revision

- [b.](#) Discussion and action regarding the Janitorial & Maintenance description

**10. Ordinance, Permits and Licenses Committee Report**

- [a.](#) Discussion and action regarding 2024-2068 Amendment of Chapter 8 Animals - Prohibited animals

**11. Police Chief's June Report**

- [a.](#) June Report

**12. City Council Report**

**13. Mayor's Report**

**14. City Administrator's Report**

- [a.](#) Discussion regarding Holiday Parade
  - [b.](#) Municipal Code Enforcement June Report

**15. Closed Session-** Pursuant to Wisconsin State Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- a.** Purchase of Land - East of Powers Ave
  - b.** Sale of Land- State Street

**16. Reconvene in Open Session**

**17. Discussion and Action as a Result of Closed Session Matters**

**18. Adjourn**

**NOTICE:**

*It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.*

*Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Deputy Clerk Nicole Lyddy (608) 747-2706.*

*Any member of the public wishing to join the meeting telephonically should call City Hall by 4pm the day of the meeting. Staff will be happy to provide instructions on joining the meeting by phone. City Hall main number: 608-847-6676*



# COMMON COUNCIL MEETING MINUTES

July 09, 2024 at 6:30 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call-** The Mauston Common Council met in a regular session on Tuesday, July 9, 2024. Mayor Darryl Teske called the meeting to order at 6:58 pm. Members present were Courtney Ferguson, Barb Hoilien, Jim Allaby, Rick Noe, Leanna Hagen, and Mary Bender. Absent was Donna McGinley. Also present were Mayor Darryl Teske, City Administrator Daron Haugh, and Deputy Clerk Nicole Lyddy.
2. **Pledge of Allegiance-** Mayor Teske led the pledge.
3. **Minutes-** Motion made by Noe, Seconded by Allaby to approve the minutes of June 25, 2024, and June 28, 2024. Motion carried.
4. **Johnson Block & Co. 2023 Audit Report-** Kim Hollermann from Johnson Block & Co. gave the City's 2023 Audit Report and answered any questions.
5. **Citizens' Address to the Council-** None
6. **Reports from Committees, Boards, and Commissions-** Library Director Bridget Christenson stated that the Music in the Park with the Madison Marching Band was well attended.  
  
Noe stated the airport Fly-In had a good turnout. Noe also said that someone from the Airport Commission would like to attend the August meeting to give us a general update.
7. **Ordinance, Permits and Licenses Committee-** Motion made by Allaby, Seconded by Ferguson to extend the provisional license until July 31, 2024 to allow Ms. Mendez to become current with her past due bill to the City of \$100 under the ordinance. Motion carried.
8. **Personnel and Negotiating Committee-** Motion made by Noe, Seconded by Hagen to hire Matthew Graewin for the **City Mechanic Position** which includes 80 hours of vacation, then accrual at 40 hours for first year. Motion carried.
9. **Finance and Purchasing Committee Report**
  - a. **Vouchers-** Motion made by Noe, Seconded by Hoilien to approve vouchers of \$276,678.08. Motion carried by unanimous roll call vote.
  - b. **Park mower -** Motion made by Noe, Seconded by Ferguson to approve the purchase of the John Deer Z997R Diesel from Mauston Equipment for \$26,500. Motion carried by unanimous roll call vote.

c. **New home build grant on Loomis Drive-** Motion made by Noe, Seconded by Hoilien to approve the new home build grant on Loomis Drive. Motion carried by unanimous roll call vote.

**10. Fire Chief's Report -** Captain Allaby gave the June Fire Department Report and answered any questions.

**11. City Council Report-** None

**12. Mayor's Report-** Teske stated that the 4th of July fireworks and the airport Fly-In events were successful.

**13. City Administrator's Report-** Haugh gave a recap of the 4<sup>th</sup> of July fireworks and thanked everyone that helped make the event a sucess.

**14. Closed Session-** Motion made by Noe, Seconded by Hagen to go into closed session under Wisconsin State Statute 19.85(1)(e). to discuss Purchase of Land - East of Powers Ave, TID 4 incentive, and Sale of Land- North Road. Motion carried by unanimous roll call vote. Went into closed session at 7:26 pm.

**15. Reconvene in Open Session-** Motion made by Hagen, Seconded by Noe. Motioned to go into Open Session. Motion carried. Went into Open Session at 8:54 pm.

**16. Discussion and Action as a Result of Closed Session Matters**

Motion made by Ferguson, Seconded by Hoilien to approve **TID 4 incentive** of \$3,000 over 7 years. Starting the year the increment is collected. Motion carried.

Motion made by Ferguson, Seconded by Hoilien to have Haugh continue negotiation for the **Sale of Land on North Road**. Motion carried.

**17. Adjourn-** Motion made by Hoilien, Seconded by Hagen to adourn. Motion carried, Meeting adjourned at 8:56 pm.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

City of Mauston

Ordinance No. 2024-2069

ORDINANCE CHANGING ZONING DISTRICT FOR

913/915 Division Street

**WHEREAS,** The City of Mauston allows amendments to the Official Zoning Map pursuant to Section 114-286 of the Mauston Zoning Ordinance; and

**WHEREAS,** the City has received an application to amend the Official Zoning Map to change parcel 292511635.6 from SR3 (Single Family Residence District) to MR8 (Multi Family Residence District).

**WHEREAS,** the Mauston Plan Commission has duly and properly conducted a public hearing on this matter and the Plan Commission has recommended this zoning change to the Common Council;

**NOW, THEREFORE,** having reviewed the map amendment and having considered the recommendation of the Plan Commission, on the motion duly made and seconded the Common Council of the City of Mauston does hereby ordain as follow:

The official zoning map of the City of Mauston is hereby amended to change the zoning for the following parcels from SR3 (Single Family Residence District) to MR8 (Multi Family Residence District).

Parcel # 292511635.6

Introduced and adopted this \_\_\_\_ day of July 2024.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_

Darryl D.D. Teske, Mayor

\_\_\_\_\_

Daron Haugh, Administrator

- Date of Plan Commission Recommendation (if applicable):

\_\_\_\_\_

• Date of Public Hearing (if applicable):

\_\_\_\_\_

• Date of Readings:

\_\_\_\_\_

\_\_\_\_\_

• Date of Adoption:

\_\_\_\_\_

• Votes:

\_\_\_\_\_

○ Ayes\_\_\_\_

Nays\_\_\_\_

Absent\_\_\_\_

Abstention\_\_\_\_\_

• Date of Publication:

\_\_\_\_\_



CHAPTER 114 ZONING APPLICATION FORM

I. APPLICANT INFORMATION

Name: AAB properties LLC  
Address: 52910 Fairway DR, Reedsburg WI 53959  
Telephone: 608-669-5869 Fax: \_\_\_\_\_

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

III. CONSULTANT(S) INFORMATION (Applicant's Architect, Engineer, Developer, Builder)  
(Attach additional sheets if necessary)

Name: Team Engineering Inc  
Address: 118 E main Street, Reedsburg WI  
Telephone: 608-768-5070 Fax: \_\_\_\_\_  
State License/Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

IV. PROPERTY INFORMATION

Address: 915 / 913  
Tax Parcel #: Both Attach a copy of the Owner's deed to the property.  
Approximate Cost of Project: 250,000 -

-292511635.6  
292511635.7

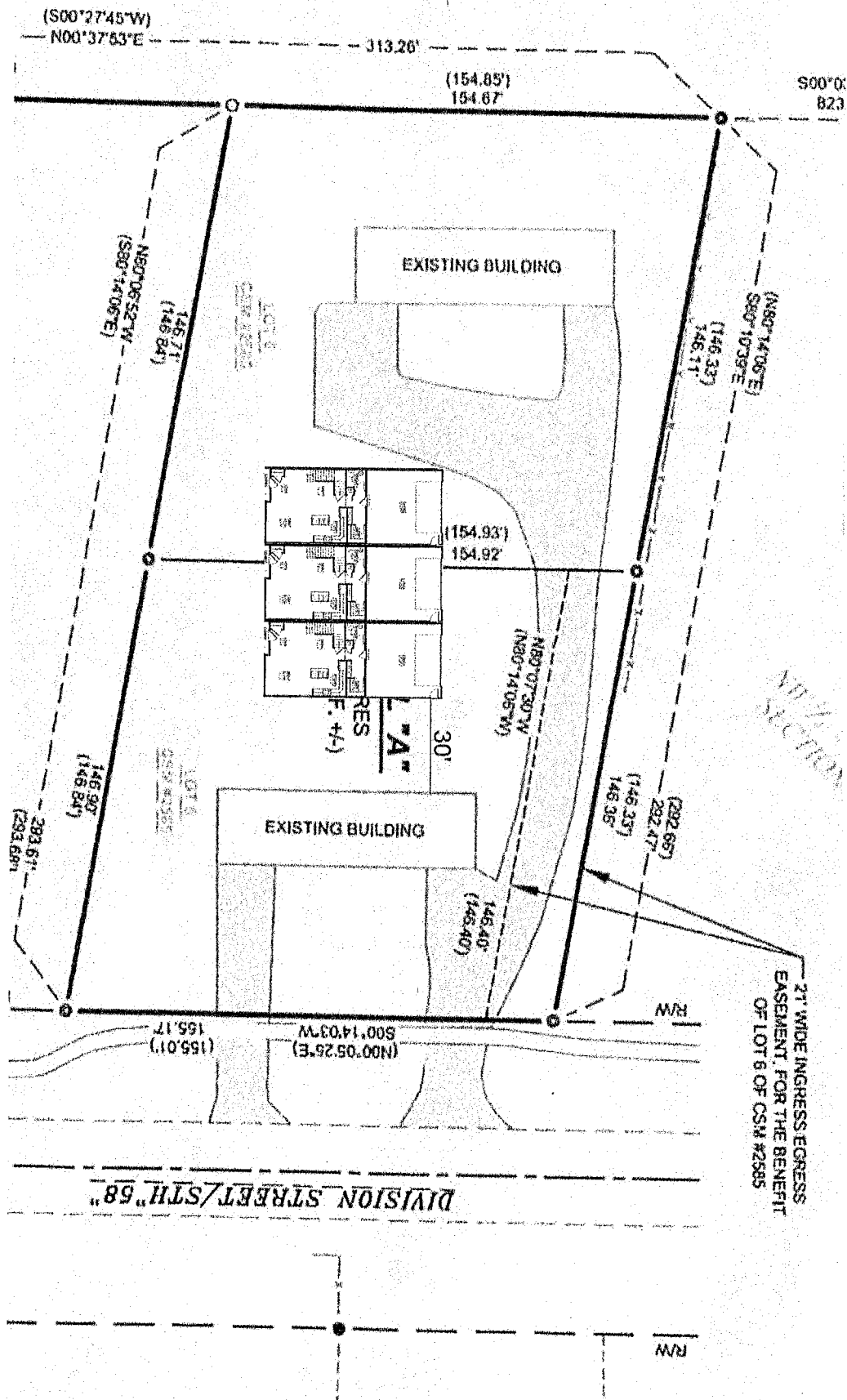
V. ZONING APPLICATION (Check the type(s) of application(s) you are submitting)  
(Refer to Zoning Ordinance Chapter 114, Article. VIII: Procedures and Administration, for details)

- |  | (Checklist No.)                       |
|--|---------------------------------------|
| Amendment of Zoning Regulations (per Section 114-285)          | 1 <input type="checkbox"/>            |
| ➔ Amendment to the Official Zoning Maps (per Section 114-286)  | 2 <input checked="" type="checkbox"/> |
| Zoning Permit for (check as appropriate)                       |                                       |
| Permitted Use (per Section 114-287) (May require site plan)    | 3 <input type="checkbox"/>            |
| Conditional Use (per Section 114-288) (Requires site plan)     | 4 and 7 <input type="checkbox"/>      |
| Temporary Use (per Section 114-289)                            | 5 <input type="checkbox"/>            |
| Sign Permit (per Section 114-290)                              | 6 <input type="checkbox"/>            |
| Site Plan Approval (per Section 114-291)                       | 7 <input type="checkbox"/>            |
| Zoning Certificate of Occupancy (per Section 114-292)          | na <input type="checkbox"/>           |
| Variance (per Section 114-293) (Requires site plan)            | 8 <input type="checkbox"/>            |
| Ordinance Interpretation (per Section 114-294)                 | 9 <input type="checkbox"/>            |
| Appeal of Zoning Decision (per Section 114-295)                | 10 <input type="checkbox"/>           |
| Creation of Planned Development District (per Section 114-296) | 11 <input type="checkbox"/>           |
| Other Permits/Licenses (D.P.W./Fire/Clerk)                     | 12 <input type="checkbox"/>           |

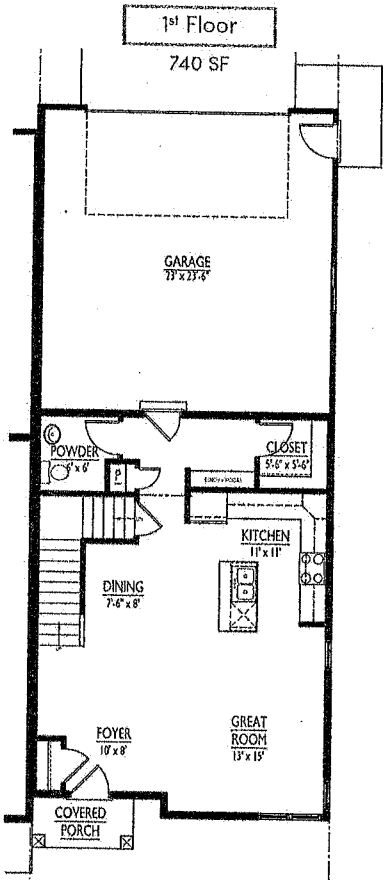


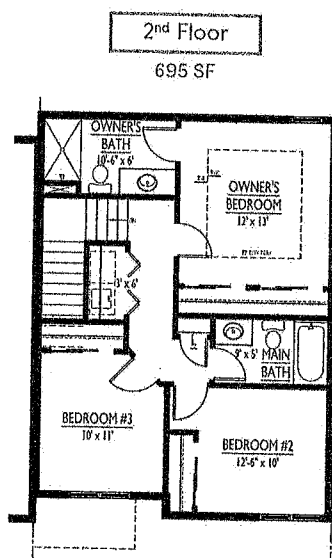






DATE: 4/22/2024	SHEET NUMBER:	PROJECT: MUSTEN TOWNHOUSE	DESIGNER: ALEX BERGENSKI	REVISIONS:
REVISIONS:	A-2	DEVELOPMENT:	ROBERT ROBERTS	PROPOSED SITE PLAN-1
			MUSTEN, IN PHASE	
			PERIOD:	
			PROJECT: 4/22/2024	
			PROJECT: 4/22/2024	









**CITY OF MAUSTON**

303 MANSION ST

MAUSTON, WI 53948-1329

Receipt Nbr:

3

Section 6, Item a.

Date:

07/20/2023

Check

RECEIVED  
FROM

BUILDING &amp; ZONING PERMITS

\$100.00

**Type of Payment****Description****Amount**

Accounting

Account Nbr: 100-00-44400-000-000

100.00

Bldg &amp; Zoning Permit

AAB Properties map amend ck #3470

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TOTAL RECEIVED100.00

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Receipt Memo:

AAB Properties map amend ck #3470

**CITY OF MAUSTON  
NOTICE OF PUBLIC HEARING**

**ZONING MAP AMENDMENT**

Notice is hereby given that a public hearing will be held before the Plan Commission of the City of Mauston on June 19, 2024, at 6:00 P.M. or soon thereafter as the matter may be heard in the Council Chambers, City Administration Offices, 303 Mansion Street, Mauston, WI for the purpose of hearing all interested parties, their attorneys or agents with respect to a proposed amendment to the City of Mauston Zoning Map submitted by AAB Properties, LLC. The City of Mauston seeks to amend the Zoning Map to rezone 913 and 915 Division Street from SR3 Single-Family Residence District to MR8 Multi-Family Residence District. The property is more precisely identified by the following tax parcel IDs:

**292511635.7**

**292511635.6**

The City of Mauston will attempt to accommodate anyone with special needs if requests are made a sufficient time in advance. The City Clerk can be reached at: 608-847-6676.

Dated this 22nd day of May 2024.

Allison Schwark  
Zoning Administrator

Publish 2x: 05/30/24 & 06/06/24  
Juneau County Star-Times

\*\*\* Proof of Publication \*\*\*

Section 6, Item a.

Lee Enterprises Proof of Publication Affidavit

Retain this portion for your records.

Please do not remit payment until you receive your advertising invoice.

Mail to:

CITY OF MAUSTON

303 MANSION ST

MAUSTON, WI 53948

ORDER NUMBER 209208

CITY OF MAUSTON  
NOTICE OF PUBLIC HEARING  
ZONING MAP AMENDMENT

Notice is hereby given that a public hearing will be held before the Plan Commission of the City of Mauston on June 19, 2024, at 6:00 P.M. or soon thereafter as the matter may be heard in the Council Chambers, City Administration Offices, 303 Mansion Street, Mauston, WI for the purpose of hearing all interested parties, their attorneys or agents with respect to a proposed amendment to the City of Mauston Zoning Map submitted by AAB Properties, LLC. The City of Mauston seeks to amend the Zoning Map to rezone 913 and 915 Division Street from SR3 Single-Family Residence District to MR8 Multi-Family Residence District. The property is more precisely identified by the following tax parcel IDs:

292511635.7  
292511635.6

The City of Mauston will attempt to accommodate anyone with special needs if requests are made a sufficient time in advance. The City Clerk can be reached at: 608-847-6676.

Dated this 22nd day of May 2024.

Allison Schwark

Zoning Administrator

JCST: May 30, June 6, 2024 209208

WNAXLP

STATE OF INDIANA

} ss.

Lake County

I, ROBIN NELSON being duly sworn, doth depose and say that he(he) is an authorized representative of Lee Enterprises, publishers of

PJCT Juneau County Star Times

a newspaper, in the city of Mauston, Juneau County, State of Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on the dates listed below.

Sworn to and subscribed before me this 6 day of

JUNE, 20 24

(Signed)

(Title) Principal Clerk

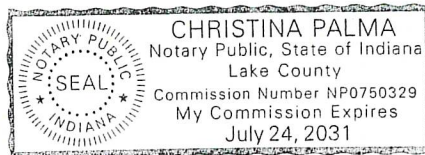
Christina Palma  
Notary Public, Indiana

My Commission expires

Section: Legals

Category: 0100 LEGAL NOTICE

PUBLISHED ON: 05/30/2024, 06/06/2024



TOTAL AD COST: 35.65

FILED ON: 6/6/2024



# MEMO

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**To:** Public Works – Mayor Teske  
**From:** Daron J Haugh – City Administrator  
**Subject:** Crane Truck  
**Date:** 2024-07-23

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As part of the Sewer Treatment Plant upgrade, a crane truck is part of this project to help assist with maintenance of our lift stations. In years past, we've had New Lisbon over here to help us with this. The budgeted amount for a crane truck within the overall scope of the project is \$118,445.00. After speaking with Rob Nelson on a proposed option, Rob would like to pursue a used crane truck that is for sale at Mauston Equipment for \$85,000. This is for a 2006 Peterbilt Conventional 335. After looking at the truck, it appears to be in good shape with plenty of life left to it. This model has been proposed to the DNR, of which needs to approve of this before we can approve, and they have approved of this purchase pending Council's decision. This truck will be purchased as part of the overall project funds, then will have to be added to our current Sewer Equipment Replacement fund for future replacement.



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**Quote Summary**

**Prepared For:**  
CITY OF MAUSTON  
1260 NORTH RD  
MAUSTON, WI 53948

**Prepared By:**  
Andrew Potter  
Mauston Equipment  
650 Lacrosse Street  
Mauston, WI 53948  
Phone: 608-847-2020  
Mobile: 608-553-4440  
apotter@hillsboroequipment.com

**Quote Id:** 31294308  
**Created On:** 08 July 2024  
**Last Modified On:** 08 July 2024  
**Expiration Date:** 31 July 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2006 PETERBILT CRANE TRUCK CONVENTIONAL 335 - 2NPLHZ6X26M661628	\$ 85,000.00	\$ 85,000.00 X	1 =	\$ 85,000.00

<b>Equipment Total</b>	<b>\$ 85,000.00</b>
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**Quote Summary**

Equipment Total	\$ 85,000.00
SubTotal	\$ 85,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 85,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 85,000.00</b>

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Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Section 7, Item a.

Quote Id: 31294308      Customer: CITY OF MAUSTON

2006 PETERBILT CRANE TRUCK CONVENTIONAL 335 - 2NPLHZ6X26M661628				
Hours:		149,734	Suggested List	
Stock Number:			\$ 85,000.00	
			Selling Price	
			\$ 85,000.00	
Code	Description	Qty	Unit	Extended
PETERBILT	2006 PETERBILT CRANE TRUCK	1	\$ 85,000.00	\$ 85,000.00
Suggested Price				\$ 85,000.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 85,000.00



# MEMO

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**To:** Public Works – Mayor Teske  
**From:** Daron J Haugh – City Administrator  
**Subject:** TID 4 Sidewalk replacement  
**Date:** 2024-07-23

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Several months ago, we waived the reversionary clause to a parcel that the Mauston School District still owns near the new apartments being built along Loomis Dr. and Arlington Ave. Since then, the owner of M80 does not want this parcel due to possible contamination, as well as not being buildable. If that happens, the City of Mauston will end up with it. I would like to avoid taking back ownership of this small parcel so we don't have to maintain it for years to come. I've spoken with M80, and he states that if we agree to replace the sidewalk that is currently there to match what he is currently replacing, and the school covers the fees to transfer the land into M80's name, he would agree to take the land. I'm proposing we use TID 4 funds to pay for the expense of the sidewalk replacement, an estimate of \$2,000, in order to release us of any future maintenance expense of caring for this parcel.

**July 23, 2024**

ACH Payments & Checks #39594 - #39616  
07/06/24 – 07/19/24

Total Vouchers = \$68,047.20  
ERF Vouchers = \$410.00

Plus

Payroll = \$63,869.04

**Total to Approve \$132,326.24**





201 E. Main Street, Suite 100  
Reedsburg, WI 53959  
(800) 261-6468 Toll-Free  
www.vierbicher.com

July 8, 2024

Daron Haugh, City Administrator  
City of Mauston  
303 Mansion Street  
Mauston, WI 53948

Re: Agreement to Provide Economic Development Consulting Services

Dear Daron,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Economic Development Services to City of Mauston (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

## **I. PROJECT UNDERSTANDING**

The City of Mauston is seeking economic development planning assistance to develop programs and incentive opportunities for housing and community development activities, including annexations and Tax Increment District amendments, to achieve its long-term economic goals.

## **II. SCOPE OF SERVICES**

### **A. Specific Services Provided by Consultant**

1. Community Development Assistance:
  - a) Provide Municipal Planning Services
  - b) Strategize Downtown and TID Economic Development
  - c) Recommend Grant Funding
  - d) Assist the City with Annexations
  - e) Assist the City with TID Amendments
  - f) Serve and Assist the City staff on Opportunities and Projects as Needed
2. Create an Economic Development Plan, including:
  - a) Create an Affordable Housing Fund Plan
    - (1) Create a Building Improvement Grant and Loan Program
  - b) Create a Façade Improvement Grant program
3. Monthly Plan Commission and City Council Meeting Attendance, as Needed

### **B. Additional Services if Requested by Client**

If requested by Client, Consultant is prepared to provide the following additional services:

1. Serve as City Planner.

2. Prepare or Update Plans and/or Supplemental Documents (i.e. corridor plans, CIPs, CORP, Comprehensive Plan, etc.).

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

### III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Financial advisement
- B. Building inspections
- C. Legal guidance

### IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. TIF plans and financial statements
- B. Other existing planning documents

### V. SCHEDULE

- A. This Agreement is based upon the following anticipated schedule:

Activity	Date
1. Authorization to Proceed .....	July 2024
2. Community Development Assistance .....	July 2024 to December 31, 2024
3. Economic Development Planning .....	July to September 2024

### VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Economic Development Plan
- B. Affordable Housing Plan
- C. Façade Improvement Program Plan
- D. TID Amendments, as needed
- E. Annexations, as needed

### VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Mark Steward, Project Leader. Mark, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Mark.

The Client designates Daron Haugh, City Administrator, as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

**VIII. FEES**

**A. The project is a combination of fixed fee and cost not to exceed fee to provide the scope of services described herein is:**

1. Community Development Assistance (cost not to exceed – T&E) .....\$5,000
2. Economic Development Plan (fixed) .....\$10,000

**B.** These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

**IX. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Mark Steward, AICP  
Project Leader

Enclosure: General Terms and Conditions

**AUTHORIZATION TO PROCEED**

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

\_\_\_\_\_  
Daron Haugh, City Administrator  
City of Mauston  
303 Mansion Street  
Mauston, WI 53948

\_\_\_\_\_  
Date


\_\_\_\_\_  
Witness

Consultant

  
\_\_\_\_\_  
Andrew Kurtz, Planning and Community  
Development Manager  
Vierbicher Associates, Inc.  
201 E. Main Street, Suite 100  
Reedsburg, WI 53959

\_\_\_\_\_  
July 8, 2024

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

© Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Services Not Provided as Part of This Agreement**

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

**2. Hazardous Environmental Conditions**

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

**3. Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

**4. Client's Responsibility**

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

**5. Additional General Considerations (for projects involving construction)**

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant 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 between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the



construction contract given by Owner without consultation and advice of Consultant.

## 6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

## 7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

## 8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

## 9. Insurance

### A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

### B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

### C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

## 10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the net fee received by the Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
  - B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
  - C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.
- All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## 11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the

construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

## 12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

## 13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

## 14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

## 15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

## 16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

## 17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

## 18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

## 19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

## 20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

## 21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

## 22. Termination

The obligation to provide further services under this Agreement may be terminated:

### A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
  - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
  - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

- c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

#### B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

#### C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

### 23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

### 24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

### 25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

### 26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

### 27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant

specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

### 28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.

## Job Descriptions\*

**POSITION TITLE:** Parks Superintendent/Forester/Cemetery Sexton  
**DEPARTMENT:** Public Works  
**STATUS:** Full-time, FLSA Non-Exempt, Non-represented  
**REPORTS TO:** Public Works Director  
**SUPERVISES DIRECTLY:** Seasonal Parks & Cemetery Maint. Workers  
**Personnel Committee Recommendation:** July 23, 2024  
**Council Approval:** July 23, 2024

**Education Levels:**  
**Min:** HS Diploma  
**Preferred:** Post-Secondary  
**Add'l:** CDL, Arborist & Pest Control

### WORK HOURS & CONDITIONS:

Work hours generally are from 7:30 am – 3:30 pm Monday-Friday, but may be modified for a based on an alternative approved schedule. Seasonal workload may extend hours beyond the normal forty hour work week. This position is subject to work weekends for park maintenance when seasonal help is unavailable. The greater percentage of employee's time is spent outdoors; exposed to wet, humid, cold, or hot weather conditions. Field work involves standing, walking, carrying tools and park material, and operation of lawn care and outdoor equipment. Some winter season work is performed in a normal office setting.

### GENERAL RESPONSIBILITY:

This position serves as the lead employee for daily maintenance and upkeep of city parks. Performs highly skilled duties in landscape and tree management, and is responsible for planting and maintenance of city trees and landscaped areas. This position is also in part supported by the Mauston Cemetery Association and is responsible for oversight of the internment process, lot sales, records maintenance, enforcement of cemetery rules and regulations, and grounds maintenance.

### PRINCIPLE DUTIES:

#### ***Parks Maintenance***

- Inspect assigned equipment daily for potential safety issues such as brakes, lights, oil, tires, etc.
- Perform maintenance and repairs to parks, green spaces and facilities, including but not limited to: Mowing, string trimming, fertilizing, leaf removal, sidewalk or street snow removal, spraying pesticides, grading and seeding turf areas, pruning, weeding, watering, drinking and decorative fountains, shelters, restrooms, janitorial cleaning, playgrounds, park amenities, sidewalks, parking lots, medians, skating rinks, etc.
- Prepare and maintain athletic fields and facilities for sporting events including, but not limited to: Foul/field lines, pitching mounds and bases, batting cages, bleachers, dugouts, litter, fencing, etc.
- Prepare parks, green spaces and other City-owned areas for community events.
- Perform landscaping operations such as planting, maintenance and removal of trees, shrubs, flowers and turf.
- Maintain and repair parks buildings and facilities.
- Performs other work as directed.

#### **Weed Harvester Operations**

- Maintain the proper care and maintenance of the Weed Harvester.
- Maintain and execute the rules and regulations of the Weed Harvester for the safety of the operator and the City of Mauston
- Ensure proper operations of the Weed Harvester, including but not limited to, DNR permitting and licensing.

#### ***Urban Forester***

- Responsible for all aspects of arboricultural maintenance duties to City-owned trees including, but not limited to: Tree removals, emergency tree work, planting, transplanting, pruning, fertilizing, watering, chemical treating, and stump grinding.
- Ensures that proper safety procedures and equipment are used for the protection of pedestrians, traffic and

workers.

- Manage urban forestry inventory on GIS system to include: plantings, removals, stumps, pruning, and future planting locations.

### ***Urban Forester (con't)***

- Manage Tribute Tree Program and serve as liaison between Tree Board and persons interested in participating in the program.
- Make recommendations regarding local tree species selection and placement, arboreal insect and disease control, and construction activities that relate to urban forest management.
- Perform other Public Works duties as assigned by the Public Works Director.

### ***Cemetery Sexton***

- Maintain buildings and grounds, structures, fences, trees, shrubs, flowers and other cemetery related properties.
- Lay out grave sites and conduct opening, closing and turf/sod restoration.
- Measure and mark lots for future sales and burials.
- Inform prospective burial lot purchasers of burial and plot sale requirements, escort interest persons through cemetery sites and complete sales as required.
- Record sales and services transactions, including fees and permits received from funeral directors, report same to Cemetery Board of Trustees, and forward payment to City of Mauston.
- Be available at flexible hours to accept and respond to communications from funeral related businesses and meet the needs of families as quickly as possible.
- Coordinate internment process and facilitate services between families, funeral directors, vendors, and others
- Maintain equipment to insure that all cemetery equipment safe working condition.
- Create, update, and maintain cemetery records using computerized data system.
- Inform the public of current cemetery rules and regulations and enforce same.
- Performs other work as directed.

### ***Supervisory***

- Supervise, schedule and assign parks employees to normal daily task and services and maintain records of man-hours and approve time-off requests; report this information to the Director of Public Works as required.
- Supervise other PW employees while performing parks operations such as tree trimming and removal or park shelter maintenance.
- Attend Parks Board and Cemetery meetings and provide necessary updates
- Responsible for the administration of contracted or public services related to parks such as tree planting, park equipment installation, and tree treatment or removal.
- Monitor and order parks supplies, tools, and small equipment; keep the Public Works Director advised of developments pertaining to essential City parks systems to ensure proper operation of the department.
- Keep the Director of Public Works advised of developments pertaining to essential parks and cemetery functions to ensure proper operation of the division.

### **QUALIFICATIONS:**

- Education: Minimum-HS Diploma & CDL; Preferred-Post Secondary;  
Ideal Add'l Certifications-Arborist & Pest Control
- A minimum of two (2) year's work experience in landscaping and/or urban forestry industry.
- An Associate's degree in landscape management, urban forestry or related field preferred.
- Possession and maintenance of valid driver's license (regular operator's license with a Class A Commercial (CDL)

endorsement).

- Current Wisconsin pesticide and herbicide applicator's license, or the ability to obtain one.

## SKILLS & ABILITIES

- Able to pass a physical and drug test screening.
- Able to perform strenuous physical work.
- Physical ability to lift (average of 50 pounds routinely and up to 100 pounds occasionally), reach below the knees and above shoulders, climb stairs and ladders, work and balance at high heights, push/pull, smell, bend/twist at the waist, crouch, kneel, and squat.
- Physical ability to handle and grasp tools; to perform repetitive wrist, hand, arm motion, and fine finger manipulation in the use of tools or maintenance instruments; to operate foot controls; and to safely work near moving mechanical parts.
- Able to function outdoors under all types of weather conditions.
- Able to understand and follow oral and written instructions.
- Able to fluently speak, read and write the English language
- Able to work independently in the absence of supervision.
- Able to be available and work expanded hours and/or be called in for emergency work with little or no advanced notice and willingness to attend special classes outside normal work hours.
- Knowledge of lawn and tree care, including the methods for proper mowing of grass, trimming of trees and brush, and watering and basic fertilization methods.
- Knowledge and ability to perform skilled maintenance and gardening work including but not limited to planting, transplanting, propagating, and maintaining trees, shrubs, flowers, and turf.
- Knowledge and ability to properly execute arboricultural principles, procedures, and methods outlined by the International Society of Arboriculture.
- Knowledge and ability to safely mix and apply herbicides, fungicides, and pesticides.
- Able to perform general maintenance and repairs to buildings and parks facilities with basic knowledge of building trades such as plumbing, welding, carpentry, masonry, painting, etc.
- Knowledge of general construction practices/procedures and safety precautions.
- Knowledge of and ability to apply basic mechanical aptitudes.
- Able to operate heavy equipment as directed.
- Able to operate hand and power tools.
- General knowledge of maintenance and repair of vehicles.
- Able to perform basic and intermediate level computer skills using internet, word processing, and software applications.
- Able to effectively direct, train, and monitor the work of others in a lead capacity.
- Able to cooperate and work with others in a positive manner and deal courteously, tactfully, and effectively with the public and city staff.



**MANAGEMENT STATEMENT:**

These position descriptions have been prepared to assist in defining work hours and conditions, job responsibilities, and skills needed. It is not intended as a complete list of jobs, duties, responsibilities, and/or essential functions. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

These position descriptions do not constitute an employment agreement between the employer and employee. These descriptions are not intended to limit or modify the right of any supervisor or supervising governmental body to assign, direct and control the work of employees under supervision. The City of Mauston retains and reserves any and all rights to change, modify, amend, add or delete, from any section of this document as it deems, in its judgment, to be proper.

By my signature below:

- I acknowledge that I received a copy of this job description
- Any questions and/or concerns have been addressed with me.

Signature

Printed Name

Date



## MEMO

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**To:** Personnel Committee – Mayor Teske  
**From:** Daron J Haugh – City Administrator  
**Subject:** Maintenance & Janitorial Position  
**Date:** 2024-07-23

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The goal of eliminating our contractual cleaning service was to set the path to recruit and hire a new position that would take care of our janitorial/maintenance needs. With the cost savings we've had to date by eliminating them, I think we are in a good position to start the recruitment process of this position, and still come within our overall budget. If approved, I will go ahead and start creating the job description for the council to adopt, as well as get the position posted. My ideal timeframe for this individual to start would be the end of August, first part of September, 2024.

**ORDINANCE NO. 2024-2068**  
**AMENDING CHAPTER 8 ANIMALS**  
**ARTICLE I Sec. 8-2. Prohibited animals.**

- (a) *Prohibited.* No farm or exotic animals shall be housed, quartered, stabled, pastured, kept, or in any manner maintained within the city limits except temporarily during special events or as otherwise specifically approved by the city council.
- (b) *Applicability.* The animals prohibited by this section include but are not limited to; snakes and other reptiles that are poisonous and venomous, alligators or crocodiles, any animal having poisonous bites, horses, ponies, mules, cows, sheep, goats, llamas, pigs (including potbellied pigs), geese, ducks, peacocks, ostriches, also any carnivorous or omnivorous animals, any other farm or exotic animals. The animals prohibited by this section also include any animal, other than domestic dogs and cats, that in the wild state are carnivorous or that, because of their nature or physical makeup, are capable of inflicting physical harm on human beings or property, including, but not limited to, animals that belong to the cat family, snakes (either poisonous or that otherwise present a risk of physical harm to human beings as a result of their nature or physical makeup, including constrictors), bears, wolves, wolverines, badgers, lions, tigers and any hybrids of the same.
- (c) The prohibitions of subsection (a) of this section shall not apply: where husbandry is a permitted use in the zoning district; chickens kept in compliance with subsection (d) below; or where the creatures are in the care, custody or control of a veterinarian for treatment; agricultural fairs; 4-H club shows or events; a display for judging purposes; an itinerant or transient carnival, circus or other show; licensed pet shops; licensed nature preserve; or zoological gardens; provided:
  - (1) This location conforms to the provisions of chapter 114.
  - (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors and disease.
  - (3) Animals are maintained in quarters so constructed as to prevent escape.
  - (4) No person lives or resides within 100 feet of the quarters in which the animals are kept.
- (d) A maximum of six chickens may be kept at a single-family detached residence in any residential zoning district provided that all standards outlined below are met:
  - (1) Chicken coop is defined as a "minor accessory structure" as detailed in chapter 114, article IV, section 114-128(b).
  - (2) The owner of the chickens resides on the property where the chickens are kept.
  - (3) The owner of the chickens provides a copy of the current valid registration with the Wisconsin DATCP Livestock Premises Registration Program.
  - (4) The owner of the chickens submits an application for an annual license and pays the annual fee as established by the council. At a minimum, the application must include the following:
    - a. *Site plan.* The applicant shall provide a site plan showing the location and dimensions of the proposed chicken coop and pen, and the distance of the coop and pen from all lot lines and principal structures located on adjacent lots.
    - b. *Inspection consent.* Application and issuance of a license under this section constitutes consent by the applicant to the city zoning administrator and/or his designee/s to enter upon the applicant's property to ascertain compliance with this section and with the terms of the license, [for as] long as the license is valid.
  - (5) No roosters may be kept.
  - (6) A chicken coop or other similar structure must provide safe and healthy living conditions for the chickens and direct access to a fenced chicken pen/run.

- a. *Soundness of construction.* Be structurally sound, moisture-proof, kept in good repair constructed of material described in the application and approved by the zoning administrator.
- b. *Security.* The structure shall have a roof and sides, be enclosed on all sides, and be of a design that is secure from predators. The pen/run shall be covered with screening, or similar material, to prevent escape of chickens and/or entry of predators.
- c. *Ventilation.* The structure shall have adequate windows and vents to provide proper light and ventilation to maintain a healthy environment for the chickens.

Section 10, Item a.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Darryl D.D. Teske, Mayor

\_\_\_\_\_  
Daron Haugh, Administrator

- Date of Plan Commission Recommendation (if applicable): \_\_\_\_\_
- Date of Public Hearing (if applicable): \_\_\_\_\_
- Date of Readings: \_\_\_\_\_
- Date of Adoption: \_\_\_\_\_
- Votes: \_\_\_\_\_
  - Ayes\_\_\_ Nays\_\_\_ Absent\_\_\_Abstention \_\_\_\_\_
- Date of Publication: \_\_\_\_\_

# Mauston Police Department

June 2024



Chief Michael D. Zilisch



# Mauston Police Department

## Total Traffic Citation Report, by Type, Officer

Citation Type: ELC

<u>Officer</u>	<u>Citations</u>	<u>Violations</u>
A Noe	1	1
A Weinke	4	4
B N Arenz	4	4
C Bailey	1	1
MSchwichtenberg	15	15
N Waltemath	12	12
R Lueneburg	3	3
Area Totals	40	40

Citation Type: NTC

<u>Officer</u>	<u>Citations</u>	<u>Violations</u>
A Noe	5	5
B N Arenz	2	2
C Bailey	1	1
E Sanner	1	1
N Waltemath	1	1
Area Totals	10	10

Report Totals	50	50
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**Report Includes:**  
All dates of issue between '00:00:01 06/01/24' and '00:24:00 06/30/24', All agencies matching 'MPD', All issuing officers, All areas, All courts, All offense codes, All dispositions, All citation/warning types



# Mauston Police Department

## Total Traffic Warning Report, by Agency/Officer

Agency: MPD MAUSTON POLICE DEPARTMENT

<u>Officer</u>	<u>Warnings</u>	<u>Violations</u>
A Noe	19	22
A Weinke	23	35
B N Arenz	3	3
C Bailey	6	6
E Sanner	1	2
MSchwichtenberg	64	88
N Waltemath	27	34
R Lueneburg	29	32

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**Report Totals:**      **172**      **222**

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### Report Includes:

All dates between '00:00:01 06/01/24' and '00:24:00 06/30/24', All agencies matching 'MPD', All issuing officers, All areas, All violations



# Mauston Police Department

## Total Accidents Report, by Agency

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<u>Agency</u>	<u>Accidents</u>
MAUSTON POLICE DEPARTMENT	7

Total accidents included in this report: 7

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### Report Includes:

All accident dates between '06/01/24' and '06/30/24', All accident times, All agencies matching 'MPD', All officers, All location codes, All cities, All locality types, All environmental causes, All collision types, All severity codes, All weather conditions, All road surfaces, All road characteristics, All road defects, All light conditions, All traffic controls, All damages





# Mauston Police Department

## Law Incident Table, by Date

<u>Date Occurred</u>	<u>Total Incidents</u>
06/01/24	72
06/02/24	77
06/03/24	49
06/04/24	42
06/05/24	44
06/06/24	81
06/07/24	36
06/08/24	36
06/09/24	53
06/10/24	51
06/11/24	35
06/12/24	51
06/13/24	35
06/14/24	63
06/15/24	42
06/16/24	46
06/17/24	27
06/18/24	33
06/19/24	71
06/20/24	45
06/21/24	22
06/22/24	35
06/23/24	35
06/24/24	61
06/25/24	49
06/26/24	60
06/27/24	63
06/28/24	39
06/29/24	59
06/30/24	71

Total reported: 1483

### Report Includes:

All dates between `00:00:01 06/01/24` and `00:24:00 07/01/24`, All agencies matching `MPD`, All disposition's, All natures, All location codes, All cities



# Mauston Police Department

## Law Total Officer Incident Report, by Agency, Nature

Agency: MAUSTON POLICE DEPARTMENT

Nature: 911 HANG UP

<u>Officer</u>	<u>Total</u>
A Noe	6
A Weinke	4
C Bailey	2
MSchwichtenberg	3
N Waltemath	1
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>17</b>

Nature: ABUSE COMPLAINT

<u>Officer</u>	<u>Total</u>
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>1</b>

Nature: ALARM

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	1
C Bailey	1
MSchwichtenberg	1
N Waltemath	2
<b>Total Incidents for This Nature</b>	<b>6</b>

Nature: ANIMAL COMPLAINT

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	2
B N Arenz	3
C Bailey	4
MSchwichtenberg	5
N Waltemath	5
<b>Total Incidents for This Nature</b>	<b>20</b>

Nature: ARMED SUBJECT

<u>Officer</u>	<u>Total</u>
B N Arenz	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Law Total Officer Incident Report, by Agency, Nature

Page 2 of 11

## Nature: AGENCY ASSIST

<u>Officer</u>	<u>Total</u>
A Noe	6
A Weinke	2
N Waltemath	2
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>11</b>

## Nature: BATTERY

<u>Officer</u>	<u>Total</u>
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: BUILDING CHECK

<u>Officer</u>	<u>Total</u>
A Noe	188
A Weinke	58
B N Arenz	3
C Bailey	63
E Sanner	13
M Zilisch	1
MSchwichtenberg	114
N Waltemath	176
R Lueneburg	53
<b>Total Incidents for This Nature</b>	<b>669</b>

## Nature: COMMUNITY ORIENTED POLICING

<u>Officer</u>	<u>Total</u>
A Noe	38
A Weinke	16
B N Arenz	5
C Bailey	11
E Sanner	4
MSchwichtenberg	9
N Waltemath	18
R Lueneburg	6
<b>Total Incidents for This Nature</b>	<b>107</b>

## Nature: CHILD CUSTODY DISPUTE

<u>Officer</u>	<u>Total</u>
A Weinke	1
B N Arenz	1
C Bailey	1
E Sanner	1
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>5</b>

## Law Total Officer Incident Report, by Agency, Nature

Page 3 of 11

## Nature: CITIZEN ASSIST

<u>Officer</u>	<u>Total</u>
A Weinke	2
B N Arenz	4
C Bailey	1
E Sanner	1
M Zilisch	2
MSchwichtenberg	2
N Waltemath	3
<b>Total Incidents for This Nature</b>	<b>15</b>

## Nature: CIVIL MATTER

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	1
B N Arenz	5
C Bailey	1
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>9</b>

## Nature: CIVIL PROCESS

<u>Officer</u>	<u>Total</u>
B N Arenz	3
E Sanner	3
<b>Total Incidents for This Nature</b>	<b>6</b>

## Nature: CIVIL STANDBY

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	2
B N Arenz	1
C Bailey	2
E Sanner	1
M Zilisch	2
N Waltemath	2
<b>Total Incidents for This Nature</b>	<b>11</b>

## Nature: CITIZEN CONTACT

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	3
B N Arenz	1
E Sanner	3
N Waltemath	8
R Lueneburg	2
<b>Total Incidents for This Nature</b>	<b>18</b>

## Law Total Officer Incident Report, by Agency, Nature

Page 4 of 11

## Nature: CRASH INVESTIGATION

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	3
C Bailey	1
E Sanner	1
MSchwichtenberg	2
R Lueneburg	2
<b>Total Incidents for This Nature</b>	<b>10</b>

## Nature: CRASH WITH INJURY INVEST

<u>Officer</u>	<u>Total</u>
A Weinke	1
B N Arenz	1
<b>Total Incidents for This Nature</b>	<b>2</b>

## Nature: DISTURBANCE

<u>Officer</u>	<u>Total</u>
A Noe	4
A Weinke	2
B N Arenz	1
C Bailey	1
E Sanner	1
M Zilisch	1
MSchwichtenberg	1
N Waltemath	3
<b>Total Incidents for This Nature</b>	<b>14</b>

## Nature: DOMESTIC DISTURBANCE

<u>Officer</u>	<u>Total</u>
A Weinke	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: DRIVE OFF

<u>Officer</u>	<u>Total</u>
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: DRIVING COMPLAINT

<u>Officer</u>	<u>Total</u>
A Weinke	2
B N Arenz	1
C Bailey	2
MSchwichtenberg	2
N Waltemath	7

## Law Total Officer Incident Report, by Agency, Nature

Page 5 of 11

<u>Officer</u>	<u>Total</u>
<b>Total Incidents for This Nature</b>	<b>14</b>

**Nature: DRUG INVESTIGATION**

<u>Officer</u>	<u>Total</u>
A Weinke	2
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>3</b>

**Nature: EXTRA PATROL**

<u>Officer</u>	<u>Total</u>
A Noe	6
N Waltemath	8
<b>Total Incidents for This Nature</b>	<b>14</b>

**Nature: FIRE**

<u>Officer</u>	<u>Total</u>
A Weinke	2
E Sanner	1
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>4</b>

**Nature: FOUND PROPERTY**

<u>Officer</u>	<u>Total</u>
A Weinke	3
C Bailey	2
MSchwichtenberg	1
N Waltemath	1
R Kaebisch	1
R Lueneburg	2
<b>Total Incidents for This Nature</b>	<b>10</b>

**Nature: FRAUD**

<u>Officer</u>	<u>Total</u>
A Weinke	2
C Bailey	1
N Waltemath	1
<b>Total Incidents for This Nature</b>	<b>4</b>

**Nature: HARASSMENT**

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	3
C Bailey	1
MSchwichtenberg	1

## Law Total Officer Incident Report, by Agency, Nature

Page 6 of 11

<u>Officer</u>	<u>Total</u>
N Waltemath	1
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>8</b>

## Nature: INFORMATIONAL REPORT

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	1
C Bailey	5
E Sanner	2
MSchwichtenberg	4
<b>Total Incidents for This Nature</b>	<b>13</b>

## Nature: JAIL VIOLATION

<u>Officer</u>	<u>Total</u>
A Noe	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: JUVENILE INVESTIGATION

<u>Officer</u>	<u>Total</u>
A Noe	3
A Weinke	1
B N Arenz	1
C Bailey	3
E Sanner	1
MSchwichtenberg	2
N Waltemath	2
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>14</b>

## Nature: K9

<u>Officer</u>	<u>Total</u>
A Noe	4
<b>Total Incidents for This Nature</b>	<b>4</b>

## Nature: "LITTER, POLLUTN, PUBLIC HEALT

<u>Officer</u>	<u>Total</u>
N Waltemath	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: LOCKOUT

<u>Officer</u>	<u>Total</u>
A Noe	2
<b>Total Incidents for This Nature</b>	<b>2</b>

## Law Total Officer Incident Report, by Agency, Nature

Page 7 of 11

## Nature: MEDICAL EMERGENCY

<u>Officer</u>	<u>Total</u>
A Noe	4
A Weinke	13
B N Arenz	3
C Bailey	2
E Sanner	1
M Zilisch	2
MSchwichtenberg	6
N Waltemath	5
R Lueneburg	2
<b>Total Incidents for This Nature</b>	<b>38</b>

## Nature: MENTAL-HEALTH ASSIST/INVEST

<u>Officer</u>	<u>Total</u>
A Weinke	1
B N Arenz	2
MSchwichtenberg	2
<b>Total Incidents for This Nature</b>	<b>5</b>

## Nature: MISCELLANEOUS

<u>Officer</u>	<u>Total</u>
A Weinke	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: MISSING PERSON

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	1
<b>Total Incidents for This Nature</b>	<b>2</b>

## Nature: NOISE COMPLAINT

<u>Officer</u>	<u>Total</u>
A Noe	3
MSchwichtenberg	1
N Waltemath	1
<b>Total Incidents for This Nature</b>	<b>5</b>

## Nature: UNSECURE PREMISES

<u>Officer</u>	<u>Total</u>
A Weinke	1
C Bailey	1
MSchwichtenberg	3
N Waltemath	6
<b>Total Incidents for This Nature</b>	<b>11</b>



## Law Total Officer Incident Report, by Agency, Nature

Page 8 of 11

## Nature: ORDINANCE VIOLATION

<u>Officer</u>	<u>Total</u>
E Sanner	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: OVERDOSE

<u>Officer</u>	<u>Total</u>
A Noe	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: PARKING COMPLAINT

<u>Officer</u>	<u>Total</u>
A Noe	1
B N Arenz	1
N Waltemath	2
<b>Total Incidents for This Nature</b>	<b>4</b>

## Nature: PROBATION OR PAROLE VIOLATION

<u>Officer</u>	<u>Total</u>
A Weinke	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: PROPERTY CRIME

<u>Officer</u>	<u>Total</u>
A Noe	3
A Weinke	7
B N Arenz	1
E Sanner	2
MSchwichtenberg	1
N Waltemath	7
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>22</b>

## Nature: RESTRAINING ORDER VIOLATION

<u>Officer</u>	<u>Total</u>
N Waltemath	2
<b>Total Incidents for This Nature</b>	<b>2</b>

## Nature: ROAD HAZARD

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	2
N Waltemath	1
<b>Total Incidents for This Nature</b>	<b>4</b>

## Law Total Officer Incident Report, by Agency, Nature

Page 9 of 11

## Nature: SEX OFFENSE

<u>Officer</u>	<u>Total</u>
A Noe	1
N Waltemath	1
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>3</b>

## Nature: STABBING

<u>Officer</u>	<u>Total</u>
N Waltemath	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: SUSPICIOUS PERSON CIRCUMSTANCE

<u>Officer</u>	<u>Total</u>
A Noe	9
A Weinke	3
B N Arenz	2
C Bailey	1
D M BENSON	1
E Sanner	1
MSchwichtenberg	4
N Waltemath	11
<b>Total Incidents for This Nature</b>	<b>32</b>

## Nature: THREATENING

<u>Officer</u>	<u>Total</u>
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>1</b>

## Nature: TRAFFIC CONTROL

<u>Officer</u>	<u>Total</u>
MSchwichtenberg	1
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>2</b>

## Nature: TRAFFIC STOP

<u>Officer</u>	<u>Total</u>
A Noe	25
A Weinke	25
B N Arenz	12
C Bailey	7
E Sanner	1
MSchwichtenberg	65
N Waltemath	35
R Lueneburg	34

Law Total Officer Incident Report, by Agency, Nature

Page 10 of 11

<u>Officer</u>	<u>Total</u>
<b>Total Incidents for This Nature</b>	<b>204</b>

Nature: TRESPASSING

<u>Officer</u>	<u>Total</u>
A Weinke	1
MSchwichtenberg	1
<b>Total Incidents for This Nature</b>	<b>2</b>

Nature: UNWANTED PARTY

<u>Officer</u>	<u>Total</u>
A Noe	3
A Weinke	1
B N Arenz	2
MSchwichtenberg	1
N Waltemath	2
<b>Total Incidents for This Nature</b>	<b>9</b>

Nature: UTILITY PROBLEM

<u>Officer</u>	<u>Total</u>
A Weinke	1
M Zilisch	1
MSchwichtenberg	1
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>4</b>

Nature: VEHICLE PROBLEM

<u>Officer</u>	<u>Total</u>
A Noe	2
A Weinke	2
C Bailey	1
MSchwichtenberg	1
N Waltemath	3
<b>Total Incidents for This Nature</b>	<b>9</b>

Nature: WALK IN COMPLAINT

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	1
C Bailey	1
M Zilisch	1
MSchwichtenberg	1
R Lueneburg	1
<b>Total Incidents for This Nature</b>	<b>6</b>

Law Total Officer Incident Report, by Agency, Nature

Page 11 of 11

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**Nature: WARRANT ATTEMPT**

<u>Officer</u>	<u>Total</u>
A Noe	1
A Weinke	1
MSchwichtenberg	3
<b>Total Incidents for This Nature</b>	<b>5</b>

**Nature: WELFARE CHECK**

<u>Officer</u>	<u>Total</u>
A Noe	5
A Weinke	3
B N Arenz	2
C Bailey	1
E Sanner	2
MSchwichtenberg	4
N Waltemath	3
<b>Total Incidents for This Nature</b>	<b>20</b>

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Total reported: 1412

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**Report Includes:**

All dates between '00:00:01 06/01/24' and '00:24:00 06/30/24', All agencies matching 'MPD', All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



# MEMO

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**To:** Common Council – Mayor Teske  
**From:** Daron J Haugh – City Administrator  
**Subject:** Holiday Parade  
**Date:** 2024-07-23

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I have been approached by several community members over the last several weeks asking about a holiday parade and if it will be brought back. When I explain the situation that the City of Mauston does not put the parades on, it's other organizations, the next question I field is how they can go about doing this. After I explain our requirements, it's always a wall as it's very costly to obtain private insurance. The question I need to ask is if the holiday parade is and should be considered a city event to where the city puts the parade on each year starting this year, 2024. If that is the case, then I will start building a committee through the city to start the planning phases it will take to complete this.

**CITY OF MAUSTON**  
**CODE ENFORCEMENT MONTHLY REPORT**  
**JUNE 2024**

Section 14, Item b.

**PROPERTY MAINTENANCE - STATUS OF ORDERS**

<u>Address/Manager</u>	<u>Orders Issued</u>	<u>Compliance Deadline</u>	<u>Citation Amount</u>	<u>Actions/Comments</u>
449 Elm St Price	10/30/23	01/02/24 03/05/24 03/29/24 05/07/24 <b><u>07/31/24</u></b>		<b><i>Orders sent to repair roof.</i></b> <i>Not Complied-Final Notice Sent 01/02/24</i> <i>Cert. Final Notice sent to new address 01/23/24</i> <b><i>Contractor working-Extension granted 04/01/24</i></b> <b><i>Extension granted- work in progress 05/07/24</i></b>
526 Elm St Byers Renovations	12/29/23	03/29/24 <b><u>07/31/24</u></b>		<b><i>Order to raze or repair dilapidated garage.</i></b> <b><i>Extension granted 01/23/24</i></b>
425 Juneau Ave Crawford	12/29/23	03/29/24 07/01/24		<i>Order to raze or repair dilapidated garage.</i> <i>Extension granted 01/09/24</i> <b><i>COMPLIED 06/19/24</i></b>
610 Tremont St Palmer 224-717-1329	12/29/23	03/29/24 06/04/24 <b><u>06/26/24</u></b>		<b><i>Orders to repair or raze house.</i></b> <b><i>Not Complied-Final Notice sent certified.</i></b> <b><i>Extension granted.</i></b> <b><i>Extension requested 06/26/24.</i></b>
611 Tremont St Straight/Bessell	12/29/23	03/29/24  07/01/24 <b><u>08/01/24</u></b>		<b><i>Orders sent to repair or raze severely dilapidated house and accessory structures.</i></b> <i>Extension granted 01/14/24</i> <b><i>Extension granted 05/31/24</i></b>
546 Division St Hodge	12/29/23	03/29/24  <b><u>09/01/24</u></b>		<i>Orders sent to repair siding on house and to raze or repair shed in back yard.</i> <b><i>Extension granted 02/06/24</i></b>
306 Bluff St Carroll #19-353	01/30/24	<u>02/20/24 @ 1pm</u>  <b><u>ON HOLD</u></b>		<b><i>Inspection letter sent to Owner and tenant.</i></b> <b><i>Inspection Completed 02/20/24, property is now padlocked and secured.</i></b> <b><i>Orders on HOLD, owner incarcerated.</i></b>

243 W State St Oswald	01/30/24	02/20/24 @ 2pm  03/12/24 05/21/24 @ 12:30p  <u>07/23/24 @ 1pm</u>		<div>Section 14, Item b.</div> <b>Inspection letter sent to Owner, per F</b> Initial Inspection Completed 02/20/24, will be returning to reinspect and conclude. Second Inspection completed, Orders in progress Orders completed and signed off by Code Enf./ Zoning/Building Insp./Fire Insp. And sent via email and cert mail 04/02/24. To be rescheduled to meet with owner not tenant. <b>Inspection rescheduled, notice sent via mail and email 07/02/24.</b>
664(672) Roosevelt St Karbowski	01/30/24	04/09/24 06/01/24 <u>07/07/24</u>		<b>Letter sent to repair or raze dilapidated garage.</b> Extension granted 03/27/24 <b>Extension granted 06/07/24</b>
420 W State St Fosbinder	02/28/24	05/28/24 <u>07/02/24</u>		<b>Letter sent to repair/replace roof on house.</b> <b>Not Complied-Final Notice sent certified 05/28/24</b>
521 Martin St Lotter	02/28/24	05/28/24 <u>07/02/24</u>		<b>Letter sent to repair/replace roof, paint house, and replace all rotten wood around windows.</b> <b>Not Complied-Final Notice Sent Certified 05/28/24</b>
305 W State St Anderson	02/28/24	05/28/24 <u>07/02/24</u>		<b>Letter sent to paint house, to be free from chipping paint.</b> <b>Not Complied-Final Notice sent certified 05/28/24</b>
943 Elm St Guillien Trust	02/28/24	05/28/24  07/02/24		Letter sent to make proper repairs to house or raze. Not Complied-Final Notice sent certified 05/28/24 <b>COMPLIED- Property sold- will continue to monitor, and supervise permits.</b>
947(946) Meyer Rd Lafortune	03/29/24	06/11/24  <u>09/03/24</u>		<b>Raze/Repair 946, repair window on 947, and repair/raze shed in backyard.</b> <b>Not Complied-Final Notice Sent Certified 06/25/24</b>
118 Washington St Small Rose Properties [Integrity Feeds]	03/29/24	06/11/24  <u>09/11/24</u>		<b>Raze/Repair building and secure for the safety of the public.</b> <b>5/3/24 Extension granted.</b>
514 Grove St	04/30/24	<u>07/02/24</u>		<b>Letter sent to repair roof on house and make</b>

Sanders				<i>weather resistant.</i>	Section 14, Item b.
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<b>207 Tremont St</b> Delancy	04/30/24	<u><b>07/02/24</b></u>		<i>Letter sent to repair roof on house, place siding on garage and paint/repair acc. buildings.</i>
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<b>414 Division St</b> Fireside Time LLC	04/30/24	<u><b>07/30/24</b></u>		<i>Letter sent to make extensive repairs to house and garages.</i>
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<b>408 W State St</b> Schneider	04/30/24	<u><b>07/30/24</b></u>		<i>Letter sent to make extensive repairs to house and garage, sent certified.</i>
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<b>988 (974) W State St</b> Eastman	04/30/24	<u><b>07/30/24</b></u>		<i>Letter sent to make extensive repairs to house sent certified.</i>
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### **UNSIGHTLY DEBRIS**

<u><b>Address/Owner</b></u>	<u><b>Orders Issued</b></u>	<u><b>Compliance Deadline</b></u>	<u><b>Citation Amount</b></u>	<u><b>Accumulation/Storage</b></u>
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526 Elm St Byers Renovations	12/29/23	01/16/24 02/29/24 03/19/24 04/23/24  07/01/24		<i>Clean up and remove all debris around garage. Extension granted 01/23/24 Final Notice, sent certified mail 02/29/24 Meeting scheduled for 04/23/24 to discuss the expectations for this property. Meeting completed, extension granted 04/23/24 <b>COMPLIED 07/01/24</b></i>
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610 Tremont St Palmer	12/29/23	01/16/24  02/20/24  06/26/24		<i>Letter sent to remove debris piled in trailer and around house. Not Complied-Final Notice Sent Cert. 01/23/24 Trying to make contact, CITATION to be issued in APRIL. Sent additional Final Notice, some work began 04/30/24. <b>COMPLIED 06/26/24</b></i>
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<b>807 W State St</b> Anderson	02/28/24	03/26/24		<i>Letter sent to clean up excessive outdoor storage and carport metal structure.</i>
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		04/16/24 05/28/24		Not Complied- Final Notice sent certified 05/28/24 Certified notice returned 04/30/24- see Section 14, Item b. notice 04/30/24-Certified and regular mail. <b>CITATION REPORT 06/28/24</b>
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514 Grove St Sanders	04/30/24	05/21/24  06/11/24		Letter sent to remove excessive debris around house and in driveway. Not Complied-Final Notice sent certified <b>COMPLIED 06/11/24-Will continue to monitor.</b>
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730 W State St Woggin	05/28/24	06/11/24		Letter sent to remove excessive debris around garage and yard. <b>COMPLIED 06/11/24</b>
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602 Martin St Marshall	05/28/24	06/11/24		Letter sent to remove furniture from front yard. <b>COMPLIED 06/11/24</b>
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1024 E State St Goodman LLC	05/28/24	06/18/24		Letter sent to remove excessive debris behind building. <b>COMPLIED 06/18/24- Will continue to monitor.</b>
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457 Suszycki Dr Sherman	06/25/24	<u>07/09/24</u>		Letter sent to remove debris around garage and in front yard.
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204 Liberty St Bender	06/25/24	<u>07/16/24</u>		Letter sent to remove excessive amounts of pallets and furniture between house.
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318 Division St Newlun	06/25/24	<u>07/16/24</u>		Letter sent to remove excessive debris on front porch and in yard.
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408 Division St Venture Capital	06/25/24	<u>07/09/24</u>		Letter sent to remove couch at curb.
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### JUNK VEHICLES

<u>Address/Owner</u>	<u>Orders Issued</u>	<u>Compliance Deadline</u>	<u>Citation Amount</u>	<u>Accumulation/Storage</u>	55
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610 Tremont St Palmer	12/29/23	01/16/24  02/20/24 06/26/24		Letter sent to remove abandoned truck in driveway. Not Complied-Final Notice Sent Cert. 01/23/24 Work began, new Final Notice sent 04/30/24 <b>COMPLIED 06/26/24</b>
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Section 14, Item b.

<b>1045 E State St-CCJ's</b> 292510300.2 292510297 292510301	04/23/24	05/28/24  06/11/24 <b><u>07/15/24</u></b>		<b>Letter sent to remove excessive storage of junked vehicles and car parts.</b> Not Complied-Final Notice Sent Certified 05/28/24 <b>Extension granted 06/11/24.</b>
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514 Grove St Sanders	04/30/24	05/21/24 06/11/24		Letter sent to remove junk vehicles in driveway. Not Complied-Final Notice sent certified <b>COMPLIED 06/11/24</b>
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1024 E State St Goodman LLC	05/28/24	06/18/24		Letter sent to remove junk vehicle behind building. <b>COMPLIED 06/18/24</b>
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## ZONING

<u>Address/Owner</u>	<u>Orders Issued</u>	<u>Compliance Deadline</u>	<u>Citation Amount</u>	<u>Accumulation/Storage</u>
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114 Tremont St Yeager/Davis	06/03/24	<b><u>06/25/24</u></b>		Annual chicken permit renewal form and \$10 fee.
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905 W State St Denofrio	06/03/24	<b><u>06/25/24</u></b>		Annual chicken permit renewal form and \$10 fee.
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835 Martin St Wirtz	06/03/24	06/25/24		Annual chicken permit renewal form and \$10 fee. <b>COMPLIED 06/24/24</b>
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809 Elm St Main/Winkowski	06/03/24	06/25/24		Annual chicken permit renewal form and \$10 fee. <b>COMPLIED, \$10 fee paid 06/18/24.</b>
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240 Elmberta St	06/03/24	<b><u>06/25/24</u></b>		Annual chicken permit renewal form and \$10 fee.
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Walkington				Section 14, Item b.
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935 Elm St Zilisch	06/03/24	06/25/24		<i>Annual chicken permit renewal form and \$10 fee. Chickens no longer on property.</i>
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<b>455 W Monroe St</b> Austin	06/03/24	<u><b>06/25/24</b></u>		<i>Annual chicken permit renewal form and \$10 fee.</i>
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1114 May St Bellile	06/03/24	06/25/24		<i>Annual chicken permit renewal form and \$10 fee. <b>COMPLIED, \$10 fee Paid 06/18/24</b></i>
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<b>106 Tremont St</b> Stone	06/03/24	<u><b>06/25/24</b></u>		<i>Annual chicken permit renewal form and \$10 fee.</i>
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513 View St Lund	06/03/24	06/25/24		<i>Annual chicken permit renewal form and \$10 fee. <b>COMPLIED, \$10 fee paid 06/18/24.</b></i>
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234 Tremont St Wards	06/03/24	06/25/24		<i>Annual chicken permit renewal form and \$10 fee. <b>COMPLIED, \$10 fee paid 06/11/24.</b></i>
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