



## PUBLIC WORKS COMMITTEE AGENDA

October 22, 2024 at 6:10 PM  
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Discussion and action relating to Minutes**
  - a. a. October 8, 2024
3. **Discussion and recommendation of Resolution 2024-15 to Cease Fluoridation use**
  - a. a. Resolution 2024-15
4. **Discussion and recommendation of backhoe purchase from the 2025-2029 capital plan in the amount of \$168,725.00 for a 2025 delivery.**
  - a. a. Backhoe Purchase
5. **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*



# PUBLIC WORKS COMMITTEE MINUTES

October 08, 2024 at 6:15 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call** -The Public Works Committee held its regular session on Tuesday, October 8, 2024. Rick Noe called the meeting to order at 6:25 pm. Attending members included Donna McGinley, Mary Bender, and Rick Noe. Mayor Darryl Teske, City Administrator Daron Haugh, and Deputy Clerk Nicole Lyddy were also present.
2. **Minutes** -The motion was made by Noe and seconded by Bender to approve the September 10, 2024 minutes. Motion carried.
3. **Waste Water Treatment Project** - Nelson stated that the project is underway and is progressing nicely. The sludge hauling is near completion and the bar screen will be installed sometime in February.
4. **Future water treatment options** - Nelson would like to eliminate fluoride in our drinking water due to the recent information he has received. This item will be added to the next meeting along with information provided by Nelson.
5. **Pay App #6 Revised to Olympic Builders for \$73,639.25** - The motion was made by McGinley and seconded by Bender to recommend to the council to approve Pay App #6 to Olympic Builders for \$73,639.25. Motion carried.
6. **Public Works Director** - Nelson reported that leaf pick-up is in full swing. The water heater at the public works building had to be replaced along with other maintenance issues.
7. **Adjourn** - The motion was made by McGinley and seconded by Bender to adjourn. The motion was carried at 6:31 pm.

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Chair

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Date

**RESOLUTION NO. 2024-15**

**A RESOLUTION TO CEASE FLUORIDATION OF THE MAUSTON**

**WATER WORKS DRINKING WATER SUPPLY**

**Whereas**, the City of Mauston owns and operates a drinking water system, operated by the Mauston Utilities Department, formally known as Mauston Water Works; and

**Whereas**, Mauston Water Works currently adds fluoride to its drinking water in the form of Hydrofluorosilicic acid; and

**Whereas**, fluoride is extremely corrosive and poses a health hazard to utility operators each day during their daily work routine; and

**Whereas**, fluoride is prematurely corroding equipment within the area that it is stored at the wells; and

**Whereas**, ceasing fluoridation will save money in Mauston Water Works operating budget; and

**Whereas**, current fluoridation equipment is nearing the end of its useful life and will therefore require replacement soon. This will further save Mauston Water Works money; and

**Whereas**, fluoride and chlorine are stored together at several wells. This practice is no longer permitted by the Wisconsin Department of Natural Resources and will eventually cost significant money to separate the two chemicals; and

**Whereas**, Mauston Water Works source water has an approximate natural level of fluoride between .3 and .4 parts per million. The current recommended dose is .7 parts per million.

**NOW, THEREFORE, BE IT RESOLVED**, The Mauston City Council desires to cease fluoridation of its drinking water supply.

**BE IT FURTHER RESOLVED**, The City Council instructs the Public Works Director, Rob Nelson, to cease fluoridation of Mauston Water Works indefinitely at his earliest convenience.

Introduced and adopted on the \_\_\_\_\_ day of October 2024

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Darryl Teske, Mayor

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

Votes: Ayes\_\_\_ Nays\_\_\_ Absent\_\_\_\_\_ Abstention\_\_\_\_\_

## Water fluoridation for the prevention of dental caries

Zipporah Iheozor-Ejiofor, Tanya Walsh, Sharon R Lewis, Philip Riley, Dwayne Boyers, Janet E Clarkson, Helen V Worthington,  Anne-Marie Glenny, Lucy O'Malley [Authors' declarations of interest](#)

Version published: 04 October 2024 [Version history](#)

<https://doi.org/10.1002/14651858.CD010856.pub3>

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### Abstract

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## Background

Dental caries is a major public health problem in most industrialised countries, affecting 60% to 90% of school children. Community water fluoridation (CWF) is currently practised in about 25 countries; health authorities consider it to be a key strategy for preventing dental caries. CWF is of interest to health professionals, policymakers and the public. This is an update of a Cochrane review first published in 2015, focusing on contemporary evidence about the effects of CWF on dental caries.

## Objectives

To evaluate the effects of initiation or cessation of CWF programmes for the prevention of dental caries.

To evaluate the association of water fluoridation (artificial or natural) with dental fluorosis.

## Search methods

We searched CENTRAL, MEDLINE, Embase and four other databases up to 16 August 2023. We also searched two clinical trials registers and conducted backward citation searches.

## Selection criteria

We included populations of all ages.

For our first objective (effects of initiation or cessation of CWF programmes on dental caries), we included prospective controlled studies comparing populations receiving fluoridated water with those receiving non-fluoridated or naturally low-fluoridated water. To evaluate change in caries status, studies measured caries both within three years of a change in fluoridation status and at the end of study follow-up.

For our second objective (association of water fluoridation with dental fluorosis), we included any study design concurrent control, comparing populations exposed to different water fluoride concentrations. In this update, we did not search for or include new evidence for this objective.

Section 3, Item a.

## Data collection and analysis

We used standard methodological procedures expected by Cochrane.

For our first objective, we included the following outcomes as change from baseline: decayed, missing or filled teeth ('dmft' for primary and 'DMFT' for permanent teeth); decayed, missing or filled tooth surfaces ('dmfs' for primary and 'DMFS' for permanent teeth); proportion of caries-free participants for both primary and permanent dentition; adverse events. We stratified the results of the meta-analyses according to whether data were collected before or after the widespread use of fluoride toothpaste in 1975.

For our second objective, we included dental fluorosis (of aesthetic concern, or any level of fluorosis), and any other adverse events reported by the included studies.

## Main results

We included 157 studies. All used non-randomised designs. Given the inherent risks of bias in these designs, particularly related to management of confounding factors and blinding of outcome assessors, we downgraded the certainty of all evidence for these risks. We downgraded some evidence for imprecision, inconsistency or both. Evidence from older studies may not be applicable to contemporary societies, and we downgraded older evidence for indirectness.

### Water fluoridation initiation (21 studies)

Based on contemporary evidence (after 1975), the initiation of CWF may lead to a slightly greater change in dmft over time (mean difference (MD) 0.24, 95% confidence interval (CI) -0.03 to 0.52;  $P = 0.09$ ; 2 studies, 2908 children; low-certainty evidence). This equates to a difference in dmft of approximately one-quarter of a tooth in favour of CWF; this effect estimate includes the possibility of benefit and no benefit. Contemporary evidence (after 1975) was also available for change in DMFT (4 studies, 2856 children) and change in DMFS (1 study, 343 children); we were very uncertain of these findings.

CWF may lead to a slightly greater change over time in the proportion of caries-free children with primary dentition (MD -0.04, 95% CI -0.09 to 0.01;  $P = 0.12$ ; 2 studies, 2908 children), and permanent dentition (MD -0.03, 95% CI -0.07 to 0.01;  $P = 0.14$ ; 2 studies, 2348 children). These low-certainty findings (a 4 percentage point difference and 3 percentage point difference for primary and permanent dentition, respectively) favoured CWF. These effect estimates include the possibility of benefit and no benefit. No contemporary data were available for adverse effects.

Because of very low-certainty evidence, we were unsure of the size of effects of CWF when using older evidence (from 1975 or earlier) on all outcomes: change in dmft (5 studies, 5709 children), change in DMFT (3 studies, 5623 children), change in proportion of caries-free children with primary dentition (5 studies, 6278 children) or permanent dentition (4 studies, 6219 children), or adverse effects (2 studies, 7800 children).

Only one study, conducted after 1975, reported disparities according to socioeconomic status, with no evidence that deprivation influenced the relationship between water exposure and caries status.

### Water fluoridation cessation (1 study)

Because of very low-certainty evidence, we could not determine if the cessation of CWF affected DMFS (1 study after 1975; 2994 children). Data were not available for other review outcomes for this comparison.

Section 3, Item a.

### Association of water fluoridation with dental fluorosis (135 studies)

The previous version of this review found low-certainty evidence that fluoridated water may be associated with dental fluorosis. With a fluoride level of 0.7 parts per million (ppm), approximately 12% of participants had fluorosis of aesthetic concern (95% CI 8% to 17%; 40 studies, 59,630 participants), and approximately 40% had fluorosis of any level (95% CI 35% to 44%; 90 studies, 180,530 participants). Because of very low-certainty evidence, we were unsure of other adverse effects (including skeletal fluorosis, bone fractures and skeletal maturity; 5 studies, incomplete participant numbers).

## Authors' conclusions

Contemporary studies indicate that initiation of CWF may lead to a slightly greater reduction in dmft and may lead to a slightly greater increase in the proportion of caries-free children, but with smaller effect sizes than pre-1975 studies. There is insufficient evidence to determine the effect of cessation of CWF on caries and whether water fluoridation results in a change in disparities in caries according to socioeconomic status. We found no eligible studies that report caries outcomes in adults.

The implementation or cessation of CWF requires careful consideration of this current evidence, in the broader context of a population's oral health, diet and consumption of tap water, movement or migration, and the availability and uptake of other caries-prevention strategies. Acceptability, cost-effectiveness and feasibility of the implementation and monitoring of a CWF programme should also be taken into account.

## PICOs<sup>i</sup>

## Plain language summary

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## Does adding fluoride to water supplies prevent tooth decay?

### Key messages

- Adding fluoride to water supplies may lead to slightly less tooth decay in children's baby teeth.
- It may also lead to slightly more children being free of tooth decay.
- The benefits of fluoride in water supplies may be smaller than they were before the widespread addition of fluoride to toothpaste.

## Tooth decay and the use of fluoride

Tooth decay is a worldwide problem affecting most adults and children. Untreated decay may cause pain and lead to teeth having to be removed.

Fluoride is a mineral which occurs naturally in water at different concentrations. It prevents tooth decay. Since 1975, fluoride has been an ingredient in most toothpastes. It is available in some mouth-rinses, and dentists use treatments that contain fluoride. It is possible to add fluoride to the local water supply. In this case, everyone in a community will have access to fluoride.

If young children swallow too much fluoride while their permanent teeth are forming, marks may develop on those teeth – this is called dental fluorosis. This can be very mild, with barely noticeable white lines or streaks. Rarely, some fluorosis is more noticeable, and people can dislike how their teeth look.

### What did we want to find out?

We wanted to find out if water with added fluoride in the local water supply is better than water without added fluoride at:

- reducing the number of teeth, or tooth surfaces, with signs of decay;
- increasing the number of people who have no tooth decay.

We also wanted to find out about unwanted effects.

### What did we do?

We searched for studies comparing communities that had fluoride added to their water supplies with communities that had no additional fluoride in their water.

The last time we published this Cochrane review, we also searched for studies that reported dental fluorosis and the concentration of fluoride in the water. Because the association of fluoridated water with dental fluorosis is widely accepted, we did not update the evidence on this occasion.

### What did we find?

We found 21 studies that assessed the effects of adding fluoride to a water supply. We also found one study that assessed the effects of stopping artificially-added fluoride in a water supply. Studies only measured tooth decay in children.

In the last version of the review – not updated on this occasion – we found 135 studies that assessed the association of fluoridated water with dental fluorosis.

### Main results

Studies conducted after 1975 showed that adding fluoride to water may lead to slightly less tooth decay in children's baby teeth. We could not be sure whether adding fluoride to water reduced tooth decay in children's permanent teeth or decay on the surfaces of permanent teeth.

Adding fluoride to water may slightly increase the number of children who have no tooth decay in either their baby teeth or permanent teeth. However, these results also included the possibility of little or no difference in tooth decay.

Studies conducted in 1975 or earlier showed a clear and important effect on prevention of tooth decay in children. Due to the increased availability of fluoride in toothpaste since 1975, it is unlikely that we will see this effect in all populations today.

Section 3, Item a.

We were unsure whether there were any effects on tooth decay when fluoride is removed from a water supply.

We were unsure if fluoride reduces differences in tooth decay between richer and poorer people.

In the last version of the review, we found that adding fluoride to water supplies increases the number of people with dental fluorosis. If water contains 0.7 mg/L of fluoride, about 12% of people may have dental fluorosis that causes them to be bothered about how their teeth look, and about 40% of people may have dental fluorosis of any level. We were unsure whether fluoride in water leads to other unwanted effects.

### **What are the limitations of the evidence?**

Our confidence in the evidence is limited because this review included studies in which communities were deliberately selected to have changes to fluoride levels in the water supply. Although a common study approach for this topic, it can mean that there are differences between communities that might affect the results. In addition, the findings in some studies were different from others, and some results included the possibility of benefit and no benefit.

Older studies were conducted before the widespread use of fluoride toothpaste and other improvements in tooth decay prevention. This meant we could not tell if these results were applicable to current times. However, they may still be relevant to countries in which tooth decay is very high and people don't have easy access to fluoride toothpaste and other prevention strategies.

### **How current is this evidence?**

For the effects of water fluoridation on tooth decay, this review updates our previous review and the evidence is current to August 2023.

For the association of fluoridated water with dental fluorosis, the review evidence is current to February 2015.

Unlock the full review



# Fluoridation's Ineffectiveness



The largest, most recent, highest-quality scientific studies on water fluoridation's effectiveness have shown **NO** significant reduction of cavities.

The **Cochrane Collaboration**, a non-profit organization of 30,000 expert researchers and health professionals from around the world, is considered the gold standard of evaluating effectiveness of health interventions.

Its latest (2024) systematic review<sup>1</sup> analyzed data from the 21 highest-quality studies. It found that fluoridation increased cavity-free results in primary (baby) teeth by **only 4% and in permanent teeth by only 3%**. Neither result is statistically significant and include the possibility of **no** benefit at all. It also found **no** sufficient evidence that fluoridation benefitted low-income families.

This is consistent with the 2024 LOTUS study<sup>2</sup>, **the largest ever done – analyzing 6.4 million people in the UK's National Health Service**. It found only a miniscule **2%** lower cavity rate in permanent teeth of adolescents and adults drinking fluoridated water – with **“no meaningful reduction in social inequities . . .”**

It is also consistent with the **Iowa Fluoride Study (IFS)**, funded by the National Institutes of Health, the most comprehensive research project in the U.S. The 2018 IFS study<sup>3</sup> found **no** significant correlation between ingested fluoride and cavity reduction, further validating its 2009 study<sup>4</sup> that stated **“recommending an ‘optimal’ fluoride intake is problematic.”**

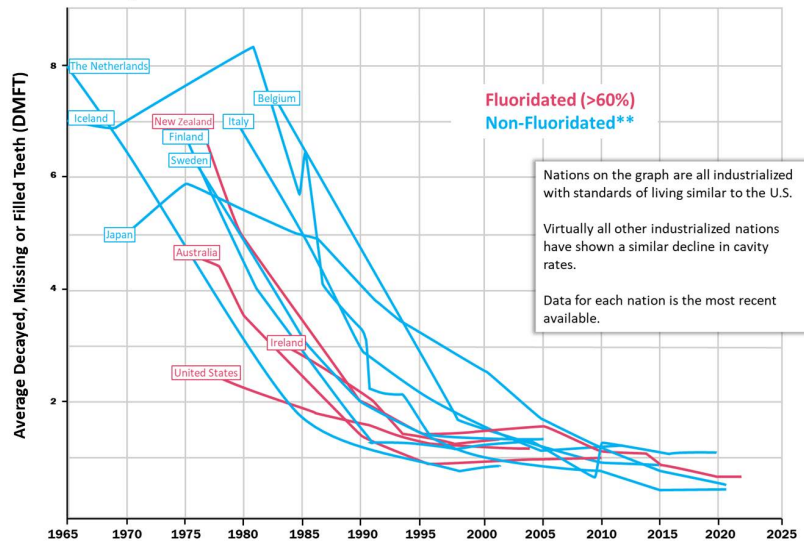
Many on-the-ground experiences in cities such as Boston, New York, Cincinnati and Pittsburgh also showed fluoridation hasn't prevented cavities in low-income children. For instance, San Antonio reported in 2011 that **“After 9 years and \$3 million of adding fluoride, research show(ed) tooth decay hasn't dropped among the poorest of Bexar County's children. It has only increased – up 13 percent this year<sup>5</sup>.”**

Even the American Dental Association's and Center For Disease Control (CDC)'s highly questionable claims of 25% cavity reduction<sup>6</sup> in children equates to **only half a cavity per child<sup>7</sup>**.

*There is already a consensus (including CDC<sup>8</sup>) that fluoride's effectiveness in preventing cavities is mainly topical – NOT swallowed.*

References at: <https://fluoridealert.org/content/fluoridation-ineffectiveness-2024/>

World Health Organization Data:  
Tooth Decay Trends For Children in Fluoridated Versus Non-Fluoridated Countries\*



\*World Health Organization (WHO), Collaborating Centre for Education, Training, and Research in Oral Health, Malmo University, Sweden. DMFT in 12-year-olds. <https://capp.mau.se/country-areas/> (accessed April 2024).  
\*\* No salt or water fluoridation program present in country.



# SALES AGREEMENT

Section 4, Item a.

DATE Jun 05, 2024

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER	CITY OF MAUSTON			
S	STREET ADDRESS	303 MANSION STREET		<SAME>
O	CITY/STATE	MAUSTON, WI	COUNTY	JUNEAU
L	POSTAL CODE	53948	PHONE NO.	608-847-6676
D				
T	CUSTOMER CONTACT:	EQUIPMENT	KERRY KUWITZKY 608-574-6664	KKUWITZKY@MAUSTON.COM
O		PRODUCT SUPPORT	KERRY KUWITZKY 608-574-6664	KKUWITZKY@MAUSTON.COM
				F.O.B. AT: La Crosse

INDUSTRY CODE:	GOVERNMENTAL LOCAL HC (205A)	PRINCIPAL WORK CODE:	GOVERNMENTAL (A30)
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CUSTOMER NUMBER	3024864	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
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<b>PAYMENT TERMS:</b>	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	ISC <input type="checkbox"/>	LEASE <input type="checkbox"/>
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Cash With Order	\$0.00	Balance To Finance	0.00
Contract Interest Rate	0.00	Payment Period	
		Payment Amount	0.00
		Number Of Payments	0

### DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA	MODEL: WT-BHL	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBA	SERIAL NUMBER: TBA	SMU: TBA	

CAT 430-07 HT Non Rotating Sorting & Demolition Grapple from AMI Attachments

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	
MODEL:	YEAR:	SN:	\$11,425.00
PAYOUT TO:	AMOUNT:	PAID BY:	
MODEL:	YEAR:	SN:	<b>SUB TOTAL</b>
PAYOUT TO:	AMOUNT:	PAID BY:	\$11,425.00
MODEL:	YEAR:	SN:	SALES TAX (0%)
PAYOUT TO:	AMOUNT:	PAID BY:	\$0.00
MODEL:	YEAR:	SN:	<b>BALANCE DUE</b>
PAYOUT TO:	AMOUNT:	PAID BY:	\$11,425.00

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<b>Payment Terms and Conditions:</b>
The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		Tax Exempt. Delivery date is 10-12 weeks from time of order.
Warranty applicable including expiration date where necessary: 12 Month, Unlimited Hours		

CSA: \_\_\_\_\_

NOTES: \_\_\_\_\_

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacture's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and /or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY	Fabick	APPROVED AND ACCEPTED ON	PURCHASER
Muehlenkamp, Thomas		CITY OF MAUSTON	
	REPRESENTATIVE		PURCHASER
		<i>[Signature]</i>	
	BY	SIGNATURE	TITLE
		Sheet Supervisor	

TERMS AND CONDITIONS

Section 4, Item a.

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

INITIAL

**BILL OF SALE FOR PROPERTY TAKEN IN TRADE**

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

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

SIGNATURE



# SALES AGREEMENT

DATE \_\_\_\_\_

Section 4, Item a.

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

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PURCHASER CITY OF MAUSTON			
STREET ADDRESS 1260 NORTH ROAD			<SAME>
CITY/STATE MAUSTON, WI	COUNTY JUNEAU		
POSTAL CODE 53948	PHONE NO. 608-547-6664		
CUSTOMER CONTACT: EQUIPMENT Kerry Kuwitzky 608-547-6664 KKWITZKY@MAUSTON.COM			
PRODUCT SUPPORT Kerry Kuwitzky 608-547-6664 KKWITZKY@MAUSTON.COM		F.O.B. AT: La Crosse	
INDUSTRY CODE: GOVERNMENTAL LOCAL HC(205A)		PRINCIPAL WORK CODE: GOVERNMENTAL (A30)	
CUSTOMER NUMBER \$049741	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER	
PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>
Cash With Order \$0.00	Balance To Finance 0.00		
Contract Interest Rate 0.00	Payment Period	Payment Amount 0.00	Number Of Payments 0
<b>DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED</b>			
MAKE: CATERPILLAR INC. MODEL: 430-07HT YEAR: TBA		NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>	
STOCK NUMBER: 24M04872 SERIAL NUMBER: 0H8W01542 SMU: TBA			
430 07A BACKHOE LOADER CFG2	543-3343	430 LANE 2 ZCON	628-8814
TRIM PACKAGE 2	642-9585	COUPLING, QD, THREADED WITH CAPS	456-3390
BELT, SEAT, 2" SUSPENSION	206-1747	BEACON, MAGNETIC MOUNT, STROBE	433-0154
PRODUCT LINK, CELLULAR, PLE643	639-4880	PINS, SPARE	318-9902
TIRES, 12.5 80/19.5L-24, GY	379-2161	BUCKET-MP, 1.3 YD3, PO	337-7436
STABILIZER PADS, FLIP-OVER	9R-6007	CUTTING EDGE, TWO PIECE	9R-5321
LOADER BUCKET PINS	545-8548	BUCKET-HD, 24", 7.3 FT3, PL	247-1950
COUPLER, PG, MAN.D.LOCK, BHL	444-7500		
FENDERS, FRONT 4WD	563-6098		
MIRRORS, EXTERNAL, BOTH SIDES	382-2499		
RUST PREVENTATIVE APPLICATOR	462-1033		
<b>TRADE-IN EQUIPMENT</b>			
MODEL: _____ YEAR: _____ SN: _____	PRICE AS EQUIPPED	\$157,300.00	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	EXT WARRANTY	Included	
MODEL: _____ YEAR: _____ SN: _____	<b>SUB TOTAL</b>	<b>\$157,300.00</b>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	SALES TAX (0%)	\$0.00	
MODEL: _____ YEAR: _____ SN: _____	<b>BALANCE DUE</b>	<b>\$157,300.00</b>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	Payment Terms and Conditions: Tax Exempt. Subject to availability.	
The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.			
Warranty applicable including expiration date where necessary: 12 Months, Unlimited Hours, Premier 430-60 MO/2000 HR PREMIER			
CSA: _____			
NOTES: _____			

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacture's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and for its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY Muehlenkamp, Thomas REPRESENTATIVE

Fabick PURCHASER

APPROVED AND ACCEPTED ON \_\_\_\_\_  
CITY OF MAUSTON PURCHASER

BY [Signature] SIGNATURE

[Signature] TITLE

TERMS AND CONDITIONS

Section 4, Item a.

This order is Subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

INITIAL

**BILL OF SALE FOR PROPERTY TAKEN IN TRADE**

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

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

SIGNATURE