



## FINANCE AND PURCHASING COMMITTEE AGENDA

July 23, 2024 at 6:20 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Discussion and action relating to Minutes**
  - a. July 9, 2024
3. **Discussion and recommendation of Vouchers**
  - a. Vouchers for \$132,326.24
4. **Discussion and recommendation for Vierbicher Master Plan proposal for TIDs and Affordable Housing Fund.**
  - a. Vierbicher Master Plan
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*



## FINANCE AND PURCHASING COMMITTEE MINUTES

July 09, 2024 at 6:20 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call-** The Finance and Purchasing Committee met in a regular session on Tuesday, July 9, 2024. Rick Noe called the meeting to order at 6:53 pm. Members present were Courtney Ferguson, Barb Hoilien, and Rick Noe. Also present were Mayor Darryl Teske, City Administrator Daron Haugh, and Deputy Clerk Nicole Lyddy.
2. **Minutes-** Motion made by Hoilien, Seconded by Ferguson. to approve the minutes of June 25, 2024. Motion carried.
3. **Vouchers-** Motion made by Noe, Seconded by Hoilien to recommend to the council to approve Vouchers for \$276,678.08. Motion carried.
4. **Parks lawnmower-** Motion made by Ferguson, Seconded by Hoilien to recommend to the council to approve the purchase of the John Deer Z997R Diesel from Mauston Equipment for \$26,500. Motion carried.
5. **New home build grant on Loomis Drive-** Motion made by Ferguson, Seconded by Hoilien to recommend to the council to approve the new home build grant on Loomis Drive. Motion carried.
6. **Adjourn-** Motion made by Noe, Seconded by Hoilien to adjourn. Motion carried. The meeting adjourned at 6:55.

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Chair

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Date

**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**

Equipment Replacement CheckingAccounting Checks

Posted From: 7/06/2024From Account:  
Thru: 7/19/2024Thru Account:

Check Nbr	Check Date	Payee	Amount
2243	7/10/2024	Belco Vehicle Solutions, LLC PD - Squad Prep	410.00
Grand Total			410.00

Equipment Replacement CheckingAccounting Checks

Posted From: 7/06/2024From Account:

Thru: 7/19/2024Thru Account:

		Amount
<hr/> Total Expenditure from Fund # 405 - Equipment Replacement Fund		410.00
Total Expenditure from all Funds		410.00

## Fund: 100 - General Fund

Account Number		2024 July	2024 Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
100-00-41110-000-000	General Property Taxes	0.00	2,572,809.07	2,572,771.00	38.07	100.00
100-00-41140-000-000	Mobile Home Park Permits/Taxes	0.00	16,812.61	27,500.00	-10,687.39	61.14
100-00-41210-000-000	Room Tax	5,461.28	18,249.05	80,000.00	-61,750.95	22.81
100-00-41220-000-000	GMTA 70% Room Tax	12,742.99	42,581.06	168,000.00	-125,418.94	25.35
100-00-41220-100-000	Other Revenues	0.00	0.00	0.00	0.00	0.00
100-00-41300-000-000	Payment in Lieu of Taxes	0.00	1,100.00	14,447.00	-13,347.00	7.61
100-00-41310-000-000	Reg Mun Owned Taxes	0.00	0.00	105,715.00	-105,715.00	0.00
100-00-41810-000-000	Intrst-Delinq Mobile Home Tax	0.00	0.00	0.00	0.00	0.00
100-00-41820-000-000	Intrst-Delinq PP Tax	0.00	9.38	145.00	-135.62	6.47
100-00-41900-000-000	Other Tax Collections	0.00	0.00	0.00	0.00	0.00
<b>Taxes</b>		<b>18,204.27</b>	<b>2,651,561.17</b>	<b>2,968,578.00</b>	<b>-317,016.83</b>	<b>89.32</b>
100-00-43300-000-000	Other Federal Payments	0.00	0.00	0.00	0.00	0.00
100-00-43410-000-000	State Shared Revenues	0.00	0.00	1,212,506.00	-1,212,506.00	0.00
100-00-43410-100-000	Utility Aid Payment	0.00	0.00	32,108.00	-32,108.00	0.00
100-00-43410-200-000	Expenditure Restraint Pmt	0.00	0.00	0.00	0.00	0.00
100-00-43410-300-000	Personal Property Aid	0.00	6,789.20	14,111.00	-7,321.80	48.11
100-00-43420-000-000	Fire Ins Tax from State	0.00	0.00	11,500.00	-11,500.00	0.00
100-00-43521-000-000	PD Overtime/DOT Grants	0.00	0.00	0.00	0.00	0.00
100-00-43522-000-000	State Law Enforcement Training	0.00	0.00	1,600.00	-1,600.00	0.00
100-00-43524-000-000	Forest Fire Protect Grant (FD)	0.00	0.00	0.00	0.00	0.00
100-00-43525-000-000	Equipment Grants	0.00	0.00	0.00	0.00	0.00
100-00-43530-000-000	State Transportatn Aids	100,999.47	302,998.41	395,800.00	-92,801.59	76.55
100-00-43531-000-000	State Aid Connecting Streets	22,826.63	68,479.89	77,983.00	-9,503.11	87.81
100-00-43532-000-000	COVID-19 R2R Grant Aid	0.00	0.00	0.00	0.00	0.00
100-00-43533-000-000	State Aid Computers	0.00	0.00	9,488.00	-9,488.00	0.00
100-00-43549-000-000	DNR Recycling	0.00	13,348.34	13,329.00	19.34	100.15
100-00-43600-000-000	Other State Payments	0.00	2,102.19	0.00	2,102.19	0.00
100-00-43610-000-000	Payment for Municipal Services	0.00	89,767.82	90,111.00	-343.18	99.62
100-00-43660-000-000	Environmental Impact Rev (ATC)	0.00	0.00	1,458.00	-1,458.00	0.00
<b>Intergovernmental Revenues</b>		<b>123,826.10</b>	<b>483,485.85</b>	<b>1,859,994.00</b>	<b>-1,376,508.15</b>	<b>25.99</b>
100-00-44110-000-000	Liquor License/Malt Bevs Fee	10.00	8,628.00	8,300.00	328.00	103.95
100-00-44121-000-000	Cable TV Licenses	0.00	5,422.59	20,388.00	-14,965.41	26.60
100-00-44121-000-100	VSP Fee Subsidy	0.00	0.00	4,308.00	-4,308.00	0.00
100-00-44130-000-000	Operator, Cig & Amuse Device	180.00	5,765.00	6,000.00	-235.00	96.08
100-00-44200-000-000	Dog & Cat Licenses	0.00	0.00	25.00	-25.00	0.00
100-00-44201-000-000	Chicken permit	0.00	40.00	100.00	-60.00	40.00
100-00-44301-000-000	Fire Inspection Fee	75.00	825.00	750.00	75.00	110.00
100-00-44400-000-000	Bldg & Zoning Permit	22,521.00	70,056.00	50,000.00	20,056.00	140.11
100-00-44410-000-000	Rental Inspection	0.00	0.00	0.00	0.00	0.00
100-00-44910-000-000	Other Permits/Fees(Sellers,MH)	0.00	400.00	400.00	0.00	100.00
<b>Licenses &amp; Permits</b>		<b>22,786.00</b>	<b>91,136.59</b>	<b>90,271.00</b>	<b>865.59</b>	<b>100.96</b>
100-00-45115-000-000	Muni Court Fees (City)	0.00	12,664.83	35,325.00	-22,660.17	35.85
100-00-45116-000-000	Muni Court Fines (City)	0.00	34,542.40	94,600.00	-60,057.60	36.51
100-00-45120-000-000	County Court Fines/Forfeitures	0.00	1,635.86	4,000.00	-2,364.14	40.90
100-00-45130-000-000	Parking Violations	125.00	14,725.03	18,000.00	-3,274.97	81.81
100-00-45140-000-000	Police Undercover Local Rev	0.00	4,637.09	0.00	4,637.09	0.00
100-00-45141-000-000	Police Fed Equity Share Rev	0.00	0.00	0.00	0.00	0.00

## Fund: 100 - General Fund

Account Number		2024 July	2024 Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
<b>Fines &amp; Forfeitures</b>		125.00	68,205.21	151,925.00	-83,719.79	44.89
100-00-46100-000-000	Misc. General Revenues	0.00	4,056.00	0.00	4,056.00	0.00
100-00-46101-000-000	Admin Service Fee	0.00	0.00	0.00	0.00	0.00
100-00-46210-000-000	Police A/R, Supoena, Fees, Tows	6.00	623.50	536.00	87.50	116.32
100-00-46220-000-000	Township Rural Fire Reimbursmt	0.00	199,301.00	199,301.00	0.00	100.00
100-00-46223-000-000	Emergency Response Fee Revenue	2,652.00	20,644.46	67,500.00	-46,855.54	30.58
100-00-46230-000-000	Ambulance Assessment fee	17,406.60	104,579.98	208,852.00	-104,272.02	50.07
100-00-46322-000-000	Assessments: C&G/Sidewalk	49.33	58,856.43	67,500.00	-8,643.57	87.19
100-00-46323-000-100	Service Charge (Mowing)	550.00	4,050.00	0.00	4,050.00	0.00
100-00-46323-000-200	Service Charge (Shovel)	0.00	1,072.50	0.00	1,072.50	0.00
100-00-46370-000-000	Boat Launch Fees	245.00	2,072.69	3,808.00	-1,735.31	54.43
100-00-46420-000-000	Garbage Collection Revenue	19,709.24	118,908.78	236,534.00	-117,625.22	50.27
100-00-46423-000-000	Large Item Pick up Rev	0.00	0.00	0.00	0.00	0.00
100-00-46540-300-000	FD UBS Investment	0.00	0.00	0.00	0.00	0.00
100-00-46700-000-000	Summer Rec Revenue	0.00	0.00	0.00	0.00	0.00
100-00-46721-000-000	Tree Tribute Program Revenue	0.00	560.00	1,120.00	-560.00	50.00
<b>Public Charges for Services</b>		40,618.17	514,725.34	785,151.00	-270,425.66	65.56
100-00-48100-000-000	Interest Temporary Investment	0.00	47,361.82	17,500.00	29,861.82	270.64
100-00-48100-100-000	UBS FD Interest Income	0.00	2,966.81	0.00	2,966.81	0.00
100-00-48102-400-000	Interest - Lenorud	0.00	0.00	0.00	0.00	0.00
100-00-48102-500-000	Interest - Games 4 Us	0.00	0.00	0.00	0.00	0.00
100-00-48102-600-000	Interest - Rehab Bar	0.00	0.00	0.00	0.00	0.00
100-00-48102-700-000	Interest - PSD	0.00	0.00	0.00	0.00	0.00
100-00-48120-000-000	Interest on Special Assessment	0.00	87.35	2,500.00	-2,412.65	3.49
100-00-48130-000-000	Interest on K9 account	0.00	9,555.74	10.00	9,545.74	95,557.40
100-00-48130-000-001	FD Donation CD Revenue	0.00	3,864.22	0.00	3,864.22	0.00
100-00-48150-000-000	Interest Parkland Dedication	0.00	623.99	100.00	523.99	623.99
100-00-48210-000-000	Rent of City Property	0.00	2,905.60	8,200.00	-5,294.40	35.43
100-00-48220-000-000	Rent of Fairgrounds/Parks	300.00	2,700.00	0.00	2,700.00	0.00
100-00-48221-000-000	Concession Stand Shared Rev	0.00	0.00	0.00	0.00	0.00
100-00-48230-000-000	Fee for Car Wash & Veh. Maint.	0.00	0.00	0.00	0.00	0.00
100-00-48310-000-000	Sale of City Property	0.00	972.20	0.00	972.20	0.00
100-00-48410-000-000	Insurance/Damage Recoveries	0.00	0.00	0.00	0.00	0.00
100-00-48500-000-000	Donations	1,685.00	16,115.12	10,250.00	5,865.12	157.22
100-00-48500-000-100	K9 Unit Donations	0.00	0.00	1,500.00	-1,500.00	0.00
100-00-48500-900-000	FD Special Funds Donations	500.00	7,325.08	0.00	7,325.08	0.00
100-00-48700-000-000	Miscellaneous Revenue	2,987.32	3,279.89	10,000.00	-6,720.11	32.80
100-00-48710-000-000	School Liaison Contribution/Rv	0.00	54,225.14	54,225.00	0.14	100.00
100-00-48711-000-000	GMTA Misc Revenue	0.00	0.00	0.00	0.00	0.00
100-00-48810-000-000	Parkland Dedication Revenue	0.00	0.00	0.00	0.00	0.00
100-00-48820-000-000	Parks Fund Raising Revenue	0.00	0.00	0.00	0.00	0.00
<b>Miscellaneous</b>		5,472.32	151,982.96	104,285.00	47,697.96	145.74
100-00-49100-000-000	Proceeds from Long Term Debt	0.00	0.00	0.00	0.00	0.00
100-00-49150-000-000	Proceeds from Debt Premium	0.00	0.00	0.00	0.00	0.00
100-00-49200-000-000	Transfer In from 20 % Room Tax	0.00	0.00	0.00	0.00	0.00
100-00-49210-000-000	Transfer In	0.00	0.00	0.00	0.00	0.00
100-00-49240-000-000	Transfer from CDBG	0.00	0.00	0.00	0.00	0.00
100-00-49310-000-000	Transfer in-TIF	0.00	0.00	0.00	0.00	0.00

## Fund: 100 - General Fund

Account Number		2024	2024	2024	Budget	% of
		July	Actual 07/19/2024	Budget	Status	Budget
100-00-49500-000-000	Proceeds from Refunding Bonds	0.00	0.00	0.00	0.00	0.00
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Other Financing Sources		0.00	0.00	0.00	0.00	0.00
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Total Revenues		211,031.86	3,961,097.12	5,960,204.00	-1,999,106.88	66.46
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## Fund: 100 - General Fund

		2024				
Account Number		2024 July	Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
100-00-51110-110-000	Salary/Wages	830.79	7,995.63	21,600.00	13,604.37	37.02
100-00-51110-130-000	FICA/Medicare	63.55	1,080.86	2,055.00	974.14	52.60
100-00-51110-160-000	Employee Recog	0.00	201.45	1,000.00	798.55	20.15
100-00-51110-211-000	Audit	0.00	18,427.00	17,500.00	-927.00	105.30
100-00-51110-212-000	Assessing	805.05	5,910.35	15,000.00	9,089.65	39.40
100-00-51110-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-51110-312-000	Code Maintenance	0.00	2,715.75	2,500.00	-215.75	108.63
100-00-51110-313-000	Elections	0.00	4,491.04	6,250.00	1,758.96	71.86
100-00-51110-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-51110-330-000	Educ/Trng/Travel	0.00	0.00	100.00	100.00	0.00
100-00-51110-390-000	Miscellaneous	26.50	166.74	1,000.00	833.26	16.67
100-00-51110-591-000	Bad Debt & Write offs	1,083.07	1,083.07	0.00	-1,083.07	0.00
100-00-51120-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-51120-330-000	Educ/Trng/Travel	0.00	0.00	0.00	0.00	0.00
100-00-51120-390-000	Miscellaneous	0.00	713.13	750.00	36.87	95.08
100-00-51250-110-000	Judge & Clerk Wage	2,262.22	30,768.92	58,818.00	28,049.08	52.31
100-00-51250-130-000	FICA/Medicare	163.86	2,319.79	4,500.00	2,180.21	51.55
100-00-51250-131-000	Health Insurance	0.00	11,346.60	22,693.00	11,346.40	50.00
100-00-51250-132-000	FSA Contribution	0.00	1,115.00	1,200.00	85.00	92.92
100-00-51250-133-000	Dental Insurance	112.03	784.21	1,324.00	539.79	59.23
100-00-51250-134-000	Vision Insurance	28.77	201.39	345.00	143.61	58.37
100-00-51250-135-000	Retirement	129.55	1,846.72	3,368.00	1,521.28	54.83
100-00-51250-210-000	Legal & Administration	0.00	0.00	500.00	500.00	0.00
100-00-51250-224-000	Telephone/Fax	22.11	154.77	300.00	145.23	51.59
100-00-51250-290-000	Jail Services	0.00	0.00	250.00	250.00	0.00
100-00-51250-310-000	Office Supplies	0.00	1,475.17	2,850.00	1,374.83	51.76
100-00-51250-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-51250-321-000	Publication	0.00	0.00	0.00	0.00	0.00
100-00-51250-330-000	Educ/Trng/Travel	0.00	1,266.00	1,750.00	484.00	72.34
100-00-51250-353-000	Info Tech	0.00	7,687.12	7,750.00	62.88	99.19
100-00-51250-390-000	Miscellaneous	0.00	0.00	100.00	100.00	0.00
100-00-51400-110-000	Salary/Wages	4,415.32	62,566.73	119,131.00	56,564.27	52.52
100-00-51400-130-000	FICA/Medicare	325.60	4,659.54	9,343.00	4,683.46	49.87
100-00-51400-131-000	Health Insurance	0.00	11,596.60	24,155.00	12,558.40	48.01
100-00-51400-132-000	FSA Contribution	0.00	894.53	960.00	65.47	93.18
100-00-51400-133-000	Dental Insurance	105.93	809.80	1,059.00	249.20	76.47
100-00-51400-134-000	Vision Insurance	38.47	238.39	276.00	37.61	86.37
100-00-51400-135-000	Retirement	304.63	4,074.04	8,427.00	4,352.96	48.35
100-00-51400-210-000	Professional Service	0.00	20.00	1,750.00	1,730.00	1.14
100-00-51400-211-000	Background Checks	462.00	1,295.00	1,500.00	205.00	86.33
100-00-51400-213-000	Legal	1,269.00	4,251.00	4,000.00	-251.00	106.28
100-00-51400-216-000	Hire & Recruitment	0.00	86.25	1,000.00	913.75	8.63
100-00-51400-221-000	Electricity	0.00	2,914.68	8,750.00	5,835.32	33.31
100-00-51400-222-000	Gas/Heat	0.00	1,338.91	3,000.00	1,661.09	44.63
100-00-51400-223-000	Water/Sewer	265.77	1,339.38	5,100.00	3,760.62	26.26
100-00-51400-224-000	Telephone/Fax	218.34	1,445.80	3,900.00	2,454.20	37.07
100-00-51400-240-000	Building Maintenance	0.00	3,836.12	4,500.00	663.88	85.25
100-00-51400-290-000	Contractual Services	2,672.12	16,086.02	30,000.00	13,913.98	53.62
100-00-51400-310-000	Office Supplies	35.29	2,241.75	3,500.00	1,258.25	64.05
100-00-51400-311-000	Postage/Shipping	0.00	924.97	1,750.00	825.03	52.86
100-00-51400-313-000	Custodial Supplies	0.00	465.53	3,250.00	2,784.47	14.32
100-00-51400-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00

## Fund: 100 - General Fund

		2024				
Account Number		2024 July	Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
100-00-51400-320-000	Memberships/Dues	0.00	0.00	3,000.00	3,000.00	0.00
100-00-51400-321-000	Publications	412.58	2,421.10	3,750.00	1,328.90	64.56
100-00-51400-330-000	Educ/Trng/Travel	0.00	1,098.00	4,000.00	2,902.00	27.45
100-00-51400-350-000	Equip Maint (Non-Office)	0.00	228.00	0.00	-228.00	0.00
100-00-51400-352-000	Office Equip Maint	0.00	1,226.07	3,450.00	2,223.93	35.54
100-00-51400-353-000	Info Tech	80.69	5,397.31	12,500.00	7,102.69	43.18
100-00-51400-390-000	Miscellaneous	0.00	120.99	125.00	4.01	96.79
100-00-51400-510-000	Ins (Non-Labor)	0.00	26,555.61	39,000.00	12,444.39	68.09
100-00-51400-520-000	FSA Total Admin Fees	0.00	1,077.50	2,500.00	1,422.50	43.10
100-00-51400-740-000	Losses/Damages	0.00	47.99	0.00	-47.99	0.00
100-00-51400-790-000	Donations/Grants Expenditures	0.00	0.00	0.00	0.00	0.00
100-00-51400-821-000	Building Improvement	0.00	0.00	0.00	0.00	0.00
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Administration		16,133.24	261,008.32	477,179.00	216,170.68	54.70
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100-00-52100-110-000	Salary/Wages	33,548.83	422,555.40	873,011.00	450,455.60	48.40
100-00-52100-111-000	Clerical OT Wages	0.00	0.00	1,208.00	1,208.00	0.00
100-00-52100-112-000	Officer PT Wages	0.00	0.00	0.00	0.00	0.00
100-00-52100-116-000	Officer OT Wages	4,022.90	37,964.09	73,030.00	35,065.91	51.98
100-00-52100-121-000	Crossing Guard Wages	0.00	2,337.00	10,500.00	8,163.00	22.26
100-00-52100-130-000	FICA/Medicare	2,773.49	36,331.39	73,329.00	36,997.61	49.55
100-00-52100-131-000	Health Insurance	125.00	90,742.58	141,292.00	50,549.42	64.22
100-00-52100-132-000	FSA Contribution	0.00	2,916.91	9,600.00	6,683.09	30.38
100-00-52100-133-000	Dental Insurance	983.81	6,774.55	12,386.00	5,611.45	54.70
100-00-52100-134-000	Vision Insurance	205.65	1,410.78	2,974.00	1,563.22	47.44
100-00-52100-135-000	Retirement	4,824.74	64,969.43	128,609.00	63,639.57	50.52
100-00-52100-191-000	Protective Cloth/Gear	0.00	5,934.29	11,750.00	5,815.71	50.50
100-00-52100-213-000	Legal	999.99	4,782.19	18,000.00	13,217.81	26.57
100-00-52100-216-000	Hire & Recruitment	0.00	548.60	500.00	-48.60	109.72
100-00-52100-217-000	Investigations	0.00	4,530.34	15,000.00	10,469.66	30.20
100-00-52100-217-100	K9 Unit Expenses	0.00	1,348.58	2,000.00	651.42	67.43
100-00-52100-217-200	Undercover Local Expenses	0.00	195.77	0.00	-195.77	0.00
100-00-52100-217-300	Fed Equity Share Expenses	0.00	0.00	0.00	0.00	0.00
100-00-52100-217-900	K9 Unit Special Acct Expenses	0.00	0.00	0.00	0.00	0.00
100-00-52100-221-000	PD Electricity	0.00	2,206.39	6,250.00	4,043.61	35.30
100-00-52100-222-000	PD Heating Gas	0.00	1,095.46	4,700.00	3,604.54	23.31
100-00-52100-223-000	Police Water/Sewer	217.44	1,095.84	4,150.00	3,054.16	26.41
100-00-52100-224-000	Telephone/Fax	304.69	4,382.86	9,500.00	5,117.14	46.14
100-00-52100-290-000	Contractual Service	0.00	7,022.04	29,000.00	21,977.96	24.21
100-00-52100-310-000	Office Supplies	0.00	522.36	2,250.00	1,727.64	23.22
100-00-52100-313-000	Cleaning supplies-PD	0.00	722.78	1,750.00	1,027.22	41.30
100-00-52100-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-52100-320-000	Membership/Dues	0.00	350.00	500.00	150.00	70.00
100-00-52100-321-000	Publications	0.00	0.00	0.00	0.00	0.00
100-00-52100-330-000	Educ/Trng/Travel	0.00	5,070.29	15,000.00	9,929.71	33.80
100-00-52100-331-000	Motor Fuel	0.00	7,418.29	25,500.00	18,081.71	29.09
100-00-52100-341-000	Prof Equipt/Supplies	0.00	10,029.67	22,000.00	11,970.33	45.59
100-00-52100-352-000	Office Equip Maint/Service	0.00	1,983.85	2,750.00	766.15	72.14
100-00-52100-353-000	Info Tech	0.00	3,799.12	12,500.00	8,700.88	30.39
100-00-52100-354-000	Equipmnt Maint (Non Office)	588.16	3,587.23	6,000.00	2,412.77	59.79
100-00-52100-361-000	Building Maintenance	0.00	3,975.08	7,250.00	3,274.92	54.83
100-00-52100-390-000	Miscellaneous	0.00	50.00	500.00	450.00	10.00
100-00-52100-510-000	Ins (non-labor)	0.00	23,159.94	36,785.00	13,625.06	62.96

## Fund: 100 - General Fund

		2024				
		2024	Actual	2024	Budget	% of
Account Number		July	07/19/2024	Budget	Status	Budget
100-00-52100-740-000	Losses/Damages	0.00	0.00	0.00	0.00	0.00
100-00-52100-790-000	Donations/Grants Expenditures	0.00	1,984.00	0.00	-1,984.00	0.00
100-00-52200-110-000	Salary/Wages	0.00	5,300.00	16,600.00	11,300.00	31.93
100-00-52200-120-000	Hourly Wages	0.00	6,224.17	20,000.00	13,775.83	31.12
100-00-52200-120-100	Fire calls wages	0.00	37,887.50	90,000.00	52,112.50	42.10
100-00-52200-130-000	FICA/Medicare	0.00	3,757.39	10,450.00	6,692.61	35.96
100-00-52200-135-000	Retirement	0.00	896.58	4,000.00	3,103.42	22.41
100-00-52200-191-000	Protective Clothing/Gear	0.00	0.00	2,500.00	2,500.00	0.00
100-00-52200-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-52200-221-000	Electricity	0.00	2,072.14	3,800.00	1,727.86	54.53
100-00-52200-222-000	Heating Gas	0.00	1,679.26	7,669.00	5,989.74	21.90
100-00-52200-223-000	Water/Sewer	796.62	4,003.71	8,330.00	4,326.29	48.06
100-00-52200-224-000	Telephone/Fax	140.95	2,232.49	3,750.00	1,517.51	59.53
100-00-52200-241-000	Extinguisher Maint/Repair	0.00	0.00	150.00	150.00	0.00
100-00-52200-290-000	Outside Contractual services	0.00	47,739.85	32,000.00	-15,739.85	149.19
100-00-52200-292-000	Hydrant Rental	0.00	0.00	0.00	0.00	0.00
100-00-52200-310-000	Office Supplies	0.00	347.84	700.00	352.16	49.69
100-00-52200-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-52200-321-000	Publications	0.00	0.00	0.00	0.00	0.00
100-00-52200-330-000	Educ/Trng/Travel	0.00	0.00	1,000.00	1,000.00	0.00
100-00-52200-331-000	Motor Fuel	0.00	1,422.77	5,500.00	4,077.23	25.87
100-00-52200-331-001	Motor Fuel for TRFA	0.00	0.00	0.00	0.00	0.00
100-00-52200-352-000	Office Equip Maint/Service	0.00	20.67	0.00	-20.67	0.00
100-00-52200-353-000	Info Tech	0.00	2,288.15	1,750.00	-538.15	130.75
100-00-52200-354-000	Equipmnt Maint (Non-Office)	115.74	735.86	7,605.00	6,869.14	9.68
100-00-52200-355-000	Truck Maintenance	81.39	2,166.38	7,000.00	4,833.62	30.95
100-00-52200-357-000	Pager & Radio Repair	0.00	1,369.27	750.00	-619.27	182.57
100-00-52200-361-000	Building Maintenance	0.00	1,707.27	4,000.00	2,292.73	42.68
100-00-52200-390-000	Miscellaneous	0.00	1,583.13	4,377.00	2,793.87	36.17
100-00-52200-510-000	Ins (non-labor)	0.00	25,156.01	31,000.00	5,843.99	81.15
100-00-52200-740-000	Losses/Damages	0.00	295.00	0.00	-295.00	0.00
100-00-52200-790-000	Donations/Grants Expenditures	0.00	0.00	0.00	0.00	0.00
100-00-52200-811-000	Equipment Purchases	0.00	1,294.59	14,275.00	12,980.41	9.07
100-00-52200-812-000	Jaws	0.00	0.00	0.00	0.00	0.00
100-00-52200-821-000	FD Building Improvement	0.00	0.00	0.00	0.00	0.00
100-00-52200-900-000	FD Special Funds Expense	0.00	2,855.45	0.00	-2,855.45	0.00
100-00-52300-215-000	Ambulance Contract Assessment	0.00	104,984.50	208,852.00	103,867.50	50.27
100-00-52400-240-000	Weather Siren Maintenance	0.00	0.00	1,022.00	1,022.00	0.00
100-00-52400-740-000	Losses/Damages	0.00	0.00	0.00	0.00	0.00

## Public Safety

49,729.40 1,019,817.08 2,046,654.00 1,026,836.92 49.83

100-00-53100-110-000	Wage/Salary	12,547.06	174,830.22	349,523.00	174,692.78	50.02
100-00-53100-130-000	FICA/Medicare	894.62	13,235.40	26,739.00	13,503.60	49.50
100-00-53100-131-000	Health Insurance	0.00	50,288.10	89,050.00	38,761.90	56.47
100-00-53100-132-000	FSA Contribution	0.00	3,969.19	5,820.00	1,850.81	68.20
100-00-53100-133-000	Dental Insurance	539.45	4,112.24	6,398.00	2,285.76	64.27
100-00-53100-134-000	Vision Insurance	139.41	975.87	1,679.00	703.13	58.12
100-00-53100-135-000	Retirement	865.75	12,648.62	24,117.00	11,468.38	52.45
100-00-53100-191-000	Protective Clthng/Gear	0.00	1,234.77	1,896.00	661.23	65.13
100-00-53100-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-53100-215-000	Hired Services	0.00	0.00	0.00	0.00	0.00
100-00-53100-218-000	Drug Testing	0.00	72.00	377.00	305.00	19.10

## Fund: 100 - General Fund

		2024				
Account Number		2024 July	Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
100-00-53100-221-000	Electricity	0.00	2,569.28	7,242.00	4,672.72	35.48
100-00-53100-223-000	Water/Sewer	913.97	4,512.08	9,300.00	4,787.92	48.52
100-00-53100-224-000	Telephone/Fax	98.79	1,001.98	2,014.00	1,012.02	49.75
100-00-53100-231-000	Signage	342.57	1,502.12	1,500.00	-2.12	100.14
100-00-53100-232-000	Tree/Brush Removal	0.00	0.00	0.00	0.00	0.00
100-00-53100-240-000	Maintenance/Repair	0.00	6,330.07	75,000.00	68,669.93	8.44
100-00-53100-290-000	Contractual Service	0.00	1,826.82	5,500.00	3,673.18	33.21
100-00-53100-290-100	Contractual Serv - Mow	0.00	0.00	0.00	0.00	0.00
100-00-53100-290-102	Contractual Serv -Shovel	0.00	0.00	0.00	0.00	0.00
100-00-53100-291-000	Equipment Rental	0.00	0.00	500.00	500.00	0.00
100-00-53100-294-000	State/Other Fees	0.00	0.00	0.00	0.00	0.00
100-00-53100-310-000	Office Supplies	0.00	207.59	668.00	460.41	31.08
100-00-53100-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-53100-320-000	Memberships/Dues	0.00	244.00	300.00	56.00	81.33
100-00-53100-321-000	Publications	0.00	368.90	306.00	-62.90	120.56
100-00-53100-330-000	Educ/Trng/Travel	0.00	255.14	550.00	294.86	46.39
100-00-53100-331-000	Motor Fuel	0.00	8,745.23	20,000.00	11,254.77	43.73
100-00-53100-340-000	Hand Tls,Matals,Spplys	244.98	4,648.47	10,000.00	5,351.53	46.48
100-00-53100-352-000	Office Equip Maint.	0.00	0.00	304.00	304.00	0.00
100-00-53100-353-000	Info Tech	80.69	2,349.33	2,974.00	624.67	79.00
100-00-53100-354-000	Equip Maint (Non-Office)	762.26	21,188.58	25,345.00	4,156.42	83.60
100-00-53100-361-000	Building Maintenance	307.08	4,573.55	6,022.00	1,448.45	75.95
100-00-53100-362-000	Grounds Maintenance	0.00	422.40	1,000.00	577.60	42.24
100-00-53100-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53100-510-000	Ins (Non-Labor)	0.00	28,824.71	37,825.00	9,000.29	76.21
100-00-53100-740-000	Losses/Damages	0.00	1,499.90	0.00	-1,499.90	0.00
100-00-53100-790-000	Donations/Grants Expenditures	0.00	0.00	0.00	0.00	0.00
100-00-53100-821-000	Building Improvement	0.00	0.00	0.00	0.00	0.00
100-00-53320-215-000	Hired/Contractual	0.00	3,910.00	20,000.00	16,090.00	19.55
100-00-53320-291-000	Equipment Rental	0.00	0.00	0.00	0.00	0.00
100-00-53320-340-000	Hand Tool,Mater./Supplies	0.00	0.00	1,000.00	1,000.00	0.00
100-00-53320-354-000	Equip Maint (Non-Office)	0.00	33.58	5,000.00	4,966.42	0.67
100-00-53320-371-000	Salt/Sand	0.00	55,036.40	75,000.00	19,963.60	73.38
100-00-53320-372-000	Contingency for Snow	0.00	0.00	0.00	0.00	0.00
100-00-53320-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53330-221-000	Electricity - Signals	0.00	2,905.42	6,510.00	3,604.58	44.63
100-00-53330-240-000	Maint/Repair - Signals	0.00	361.61	4,711.00	4,349.39	7.68
100-00-53330-390-000	Miscellaneous - Signals	0.00	0.00	0.00	0.00	0.00
100-00-53340-354-000	Equip Maint (Non-Office)	0.00	24,055.38	11,595.00	-12,460.38	207.46
100-00-53340-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53420-221-000	Electricity	0.00	24,630.45	45,600.00	20,969.55	54.01
100-00-53420-240-000	Maint/Repair	22.95	6,206.03	9,693.00	3,486.97	64.03
100-00-53420-354-000	Equip Maint (Non-Office)	0.00	0.00	0.00	0.00	0.00
100-00-53420-373-000	Lights Installation	0.00	0.00	0.00	0.00	0.00
100-00-53420-390-000	Miscellaneous	764.43	764.43	0.00	-764.43	0.00
100-00-53500-291-000	Non-City Equipment Rental	0.00	0.00	0.00	0.00	0.00
100-00-53500-390-000	Non-City Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53510-720-000	Contribution to Airport	0.00	46,564.00	23,282.00	-23,282.00	200.00
100-00-53540-000-000	Boat Launch Site Maint	0.00	0.00	3,359.00	3,359.00	0.00
100-00-53620-220-000	Refuse Collection Contract	37,933.88	113,472.08	236,534.00	123,061.92	47.97
100-00-53621-220-000	Large Item Garbage Exp	0.00	109.76	0.00	-109.76	0.00
100-00-53622-220-000	Garage disposal abatements	0.00	0.00	0.00	0.00	0.00

## Fund: 100 - General Fund

Account Number	2024 July	2024 Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
<b>Public Works</b>	<b>56,457.89</b>	<b>630,485.70</b>	<b>1,154,233.00</b>	<b>523,747.30</b>	<b>54.62</b>
100-00-54910-720-000 Contribution to Cemetery	0.00	30,000.00	30,000.00	0.00	100.00
<b>Health &amp; Human Services</b>	<b>0.00</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>100.00</b>
100-00-55200-110-000 Salary/Wages	7,652.93	67,024.54	130,388.00	63,363.46	51.40
100-00-55200-130-000 FICA/Medicare	576.41	4,780.58	9,806.00	5,025.42	48.75
100-00-55200-131-000 Health Insurance	0.00	9,077.28	21,839.00	12,761.72	41.56
100-00-55200-132-000 FSA Contribution	0.00	0.00	1,020.00	1,020.00	0.00
100-00-55200-133-000 Dental Insurance	129.54	906.78	1,125.00	218.22	80.60
100-00-55200-134-000 Vision Insurance	24.72	173.04	294.00	120.96	58.86
100-00-55200-135-000 Retirement	283.00	3,396.72	6,775.00	3,378.28	50.14
100-00-55200-191-000 Protective Clthng/Gear	0.00	200.00	1,000.00	800.00	20.00
100-00-55200-221-000 Electricity	0.00	2,586.32	6,000.00	3,413.68	43.11
100-00-55200-223-000 Water/Sewer	2,393.96	5,014.63	24,000.00	18,985.37	20.89
100-00-55200-224-000 Telephone/Fax	0.00	845.90	2,000.00	1,154.10	42.30
100-00-55200-232-000 Trees & Brush	476.94	7,041.14	10,000.00	2,958.86	70.41
100-00-55200-313-100 Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-55200-330-000 Educ/Trng/Travel	0.00	1,288.33	1,250.00	-38.33	103.07
100-00-55200-340-000 Hand Tools,Material,Supp	689.82	2,265.26	3,479.00	1,213.74	65.11
100-00-55200-353-000 IT Service Fees	0.00	778.75	0.00	-778.75	0.00
100-00-55200-354-000 Equip Maint (Non-Office)	671.03	4,512.99	5,218.00	705.01	86.49
100-00-55200-361-000 Building Maintenance	579.29	2,630.88	11,000.00	8,369.12	23.92
100-00-55200-362-000 Grounds Maintenance	2,261.00	5,121.29	13,000.00	7,878.71	39.39
100-00-55200-363-000 Tree Tribute Program Expense	0.00	82.00	160.00	78.00	51.25
100-00-55200-364-000 Parks Fund Raising Expenses	0.00	0.00	0.00	0.00	0.00
100-00-55200-390-000 Miscellaneous	0.00	4.18	0.00	-4.18	0.00
100-00-55200-510-000 Ins (Non-Labor)	0.00	9,854.71	12,250.00	2,395.29	80.45
100-00-55200-740-000 Losses/Damages	0.00	0.00	0.00	0.00	0.00
100-00-55200-790-000 Donations/Grants Expenditures	0.00	1,635.00	0.00	-1,635.00	0.00
100-00-55200-820-000 Expenditure of Parkland Ded.	0.00	0.00	0.00	0.00	0.00
100-00-55200-821-000 Building Improvement	0.00	818.00	0.00	-818.00	0.00
100-00-55300-110-000 Salary/Wages	0.00	0.00	0.00	0.00	0.00
100-00-55300-130-000 FICA/Medicare	0.00	0.00	0.00	0.00	0.00
100-00-55300-135-000 Retirement	0.00	0.00	0.00	0.00	0.00
100-00-55300-220-000 Transportation	0.00	0.00	0.00	0.00	0.00
100-00-55300-224-000 Telephone/Fax	0.00	0.00	0.00	0.00	0.00
100-00-55300-310-000 Office Supplies	0.00	0.00	0.00	0.00	0.00
100-00-55300-313-100 Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-55300-330-000 Educ/Trng/Travel	0.00	0.00	0.00	0.00	0.00
100-00-55300-390-000 Miscellaneous	0.00	250.39	0.00	-250.39	0.00
100-00-55300-395-000 Arts/Crafts	0.00	0.00	0.00	0.00	0.00
100-00-55300-396-000 Softball/Baseball	0.00	0.00	0.00	0.00	0.00
100-00-55300-397-000 Rec Tennis	0.00	0.00	0.00	0.00	0.00
100-00-55300-398-000 Golf	0.00	0.00	0.00	0.00	0.00
100-00-55300-399-000 Special Events	0.00	0.00	0.00	0.00	0.00
100-00-55300-814-000 Baseball Equip/Uniform	0.00	0.00	0.00	0.00	0.00
100-00-55310-390-000 Celebrations/Entertainment	16,320.00	21,383.46	20,000.00	-1,383.46	106.92
<b>Culture, Recreation &amp; Educ</b>	<b>32,058.64</b>	<b>151,672.17</b>	<b>280,604.00</b>	<b>128,931.83</b>	<b>54.05</b>
100-00-56400-110-000 Salary/Wages	0.00	0.00	0.00	0.00	0.00

## Fund: 100 - General Fund

Account Number		2024 July	2024 Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
100-00-56400-130-000	FICA/Medicare	0.00	0.00	0.00	0.00	0.00
100-00-56400-131-000	Health Insurance	0.00	0.00	0.00	0.00	0.00
100-00-56400-132-000	FSA Contribution	0.00	0.00	0.00	0.00	0.00
100-00-56400-133-000	Dental Insurance	0.00	0.00	0.00	0.00	0.00
100-00-56400-134-000	Vision Insurance	0.00	0.00	0.00	0.00	0.00
100-00-56400-135-000	Retirement	0.00	0.00	0.00	0.00	0.00
100-00-56400-202-000	Building Inspections	0.00	10,837.00	54,000.00	43,163.00	20.07
100-00-56400-213-000	Legal/Recording	0.00	0.00	2,137.00	2,137.00	0.00
100-00-56400-214-000	Map & Planning Services	0.00	7,155.75	5,000.00	-2,155.75	143.12
100-00-56400-220-000	Rental Inspection	0.00	0.00	0.00	0.00	0.00
100-00-56400-224-000	Telephone/Fax	0.00	95.00	456.00	361.00	20.83
100-00-56400-290-000	Code Enforcement Services	5,274.90	39,629.80	87,500.00	47,870.20	45.29
100-00-56400-310-000	Office Supplies	0.00	99.49	304.00	204.51	32.73
100-00-56400-321-000	Publications	104.13	259.53	445.00	185.47	58.32
100-00-56400-330-000	Educ/Trng/Travel	0.00	0.00	250.00	250.00	0.00
100-00-56400-353-000	InfoTech	0.00	99.00	250.00	151.00	39.60
100-00-56400-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-56700-210-000	Economic Devel Prof Services	0.00	0.00	2,500.00	2,500.00	0.00
100-00-56700-390-000	Econ Dev Misc	0.00	0.00	0.00	0.00	0.00
100-00-56710-000-000	Tourism	0.00	0.00	168,000.00	168,000.00	0.00
100-00-56710-210-000	Professional Service	3,375.00	20,250.00	0.00	-20,250.00	0.00
100-00-56710-240-000	Building/Equip Maintenance	0.00	0.00	0.00	0.00	0.00
100-00-56710-310-000	Office Supplies	0.00	837.60	0.00	-837.60	0.00
100-00-56710-311-000	Postage Expense	0.00	0.00	0.00	0.00	0.00
100-00-56710-330-000	Travel/Educ./Training	0.00	407.00	0.00	-407.00	0.00
100-00-56710-400-000	Marketing Misc.	0.00	0.00	0.00	0.00	0.00
100-00-56710-400-100	Tourism Development	0.00	0.00	0.00	0.00	0.00
100-00-56710-400-200	Digital Marketing	0.00	0.00	0.00	0.00	0.00
100-00-56710-400-300	Purchased Media	0.00	0.00	0.00	0.00	0.00
100-00-56710-400-400	TV	0.00	0.00	0.00	0.00	0.00
100-00-56710-400-500	Print Media	750.00	12,404.00	0.00	-12,404.00	0.00
100-00-56710-500-000	Event Support Grants	0.00	1,294.30	0.00	-1,294.30	0.00
<b>Conservation &amp; Development</b>		<b>9,504.03</b>	<b>93,368.47</b>	<b>320,842.00</b>	<b>227,473.53</b>	<b>29.10</b>
100-00-57100-000-000	Contingency	0.00	6,501.44	25,000.00	18,498.56	26.01
100-00-57331-000-000	Highway & Street Outlay- local	0.00	0.00	0.00	0.00	0.00
<b>Capital Improvement</b>		<b>0.00</b>	<b>6,501.44</b>	<b>25,000.00</b>	<b>18,498.56</b>	<b>26.01</b>
100-00-58100-000-000	Debt Principal Payment	0.00	0.00	365,310.00	365,310.00	0.00
100-00-58200-000-000	Debt Interest	0.00	91,187.29	156,892.00	65,704.71	58.12
100-00-58200-690-000	Debt Issuance Cost	0.00	0.00	0.00	0.00	0.00
100-00-58230-691-000	Other Debt Expenses	0.00	800.00	800.00	0.00	100.00
<b>Debt</b>		<b>0.00</b>	<b>91,987.29</b>	<b>523,002.00</b>	<b>431,014.71</b>	<b>17.59</b>
100-00-59201-000-000	Contribution to Library	0.00	378,900.00	378,900.00	0.00	100.00
100-00-59202-000-000	Contribution to Taxi	0.00	35,000.00	35,000.00	0.00	100.00
100-00-59210-000-000	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00
100-00-59230-000-000	Transfer to Equip Replace	0.00	0.00	0.00	0.00	0.00
100-00-59230-000-100	Transfer to ERF Admin	0.00	13,375.00	13,375.00	0.00	100.00
100-00-59230-000-200	Transfer to ERF Police	0.00	132,853.00	132,853.00	0.00	100.00
100-00-59230-000-300	Transfer to ERF Fire	0.00	209,818.00	209,818.00	0.00	100.00

## Fund: 100 - General Fund

Account Number		2024 July	2024 Actual 07/19/2024	2024 Budget	Budget Status	% of Budget
100-00-59230-000-400	Transfer to ERF Streets	0.00	127,893.00	127,893.00	0.00	100.00
100-00-59230-000-500	Transfer to ERF Parks	0.00	34,850.00	34,850.00	0.00	100.00
100-00-59230-000-600	Transfer to ERF Build Maint	0.00	20,000.00	20,000.00	0.00	100.00
100-00-59230-000-700	Transfer to ERF From PD CD	0.00	10,000.00	0.00	-10,000.00	0.00
100-00-59240-000-000	Transfer to Capital Projects	0.00	150,000.00	150,000.00	0.00	100.00
<b>Interfund Transfers</b>		0.00	1,112,689.00	1,102,689.00	-10,000.00	100.91
<b>Total Expenses</b>		163,883.20	3,397,529.47	5,960,203.00	2,562,673.53	57.00
<b>Net Totals</b>		47,148.66	563,567.65	1.00	-563,566.65	

7/17/2024

5:24 PM

Reprint Check Register - Quick Report - ALL

Page: 1

ACCT

## CITY OF MAUSTON POOLED CASH

## Accounting Checks

Posted From: 7/06/2024 From Account:  
 Thru: 7/19/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
FIT	7/12/2024	Federal Tax Withholding	21,180.87
	Manual Check	FED/FICA Payroll Taxes 07.12.24	
FIT	7/12/2024	Federal Tax Withholding	7,616.29
	Manual Check	FED/FICA Payroll balance due	
39594	7/10/2024	Allied Cooperative	4,721.54
		City of Mauston - Supplies & Parts	
39595	7/10/2024	Belco Vehicle Solutions, LLC	252.00
		Streets - Magnetic Mic Clip	
39596	7/10/2024	Bond Trust Services Corporation	300.00
		Wtr/Swr - Bonder Service Pro Fees	
39597	7/10/2024	Column Software PBC	107.13
		City of Mauston - Publication Fees	
39598	7/10/2024	Core & Main LP	266.86
		Wtr/Swr - Items for maint/repairs	
39599	7/10/2024	CT Laboratories	2,663.00
		Swr - Sample Testing	
39600	7/10/2024	Digger's Hotline, Inc	326.40
		Sewer - Prepaid Locate Fees June 24	
39601	7/10/2024	Gray Electric, LLC	631.00
		Streets - Items for repair/maint	
39602	7/10/2024	H & S Protection Systems, INC	754.20
		City of Mauston-Annual Fire Inspect Fees	
39603	7/10/2024	Hallman Lindsay	1,025.09
		Parks - Paint for maint/repairs	
39604	7/10/2024	K&L Bobcat, Inc.	329.00
		Streets - Items for maint/repairs	
39605	7/10/2024	Most Dependable Fountains, Inc	169.00
		Parks - fountain repairs	
39606	7/10/2024	MSA Professional Services	7,027.31
		City of Mauston - WWTF upgrade CRS	
39607	7/10/2024	Municipal Code Enforcement, LLC	5,274.90
		Zoning Admin Fees June 24	
39608	7/10/2024	Northwoods Orchard	2,049.00
		Parks - Flowers for the year	
39609	7/10/2024	Peeters, Barbara	25.00
		Parks - Reimbursement for concession use	
39610	7/10/2024	Rheam, Shelby	1,200.00
		City of Mauston - Band for 4th of July	

CITY OF MAUSTON POOLED CASHAccounting Checks

Posted From: 7/06/2024From Account:  
Thru: 7/19/2024Thru Account:

Check Nbr	Check Date	Payee	Amount
39611	7/10/2024	Spee-Dee Delivery Service, Inc Swr/Wtr/Admin - Shipping fees	136.41
39612	7/10/2024	Staples Business Advantage Admin - Office Supplies	27.50
39613	7/10/2024	TAPCO Traffic & Parking Control Co., INC Streets - Items for maint/repairs	342.57
39614	7/10/2024	WI SCTF Child Support Withheld - 07.12.24	322.61
39615	7/10/2024	Wisconsin Department of Justice Background checks - operator/direct sell	462.00
39616	7/10/2024	Wisconsin State Lab of Hygiene Water - Fluoride testings	29.00
LYNXX	7/10/2024	Lemonweir Valley Telephone City of Mauston - Phone & Internet fees	1,524.90
WITAX	7/12/2024	Wis Tax Withholding WI Payroll Taxes 07.12.24	3,993.02
UTILITIES	7/08/2024	City of Mauston City of Mauston - Monthly Utilities	5,290.60
Grand Total			68,047.20

CITY OF MAUSTON POOLED CASH Accounting Checks

Posted From: 7/06/2024 From Account:  
Thru: 7/19/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	53,762.63
Total Expenditure from Fund # 109 - Cemetery Fund	85.82
Total Expenditure from Fund # 250 - Library Fund	740.58
Total Expenditure from Fund # 610 - Water Utility Fund	2,566.14
Total Expenditure from Fund # 620 - Sewer Utility Fund	10,892.03
Total Expenditure from all Funds	68,047.20



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

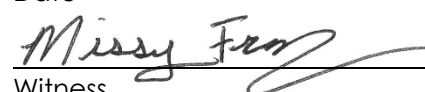
Consultant



\_\_\_\_\_  
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.