

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #12 – 83

DATE: DECEMBER 18, 2012

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 29004 Town of Clearfield 810.2

INTENT: LAND SALE TO RONALD L. SMITH

SYNOPSIS: SALE IN TOWN OF CLEARFIELD

FISCAL NOTE: Income of \$9,100.00

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

The South 197.75 feet of the North 593.25 feet of the E1/2 SE1/4 SE 1/4 of Section 25, Township 17 North, Range 3 East, in the Town of Clearfield, Juneau County, Wisconsin.

WHEREAS, said real estate was taken by property tax foreclosure in 2011; and

WHEREAS, said real estate was advertised for sale with a minimum bid of \$8,000.00, and the highest bid received was the bid of \$9,100.00 from Ronald L. Smith,

WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property for \$9,100.00 plus the costs of sale to Smith in the best interests of the County;

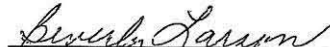
NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Ronald L. Smith and (2) authorize Juneau County Board Chairperson Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

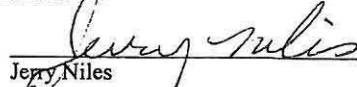

INTRODUCED AND RECOMMENDED FOR ADOPTION ON DECEMBER 18, 2012.

LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:

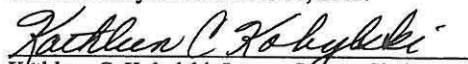

Edmund Wafle, Chairperson


David Arnold


Beverly Larson


Jerry Niles

Margaret Marchetti

Adopted by the County Board of Supervisors of
Juneau County on December 18, 2012.


Kathleen C. Kobylski, Juneau County Clerk

SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction: Sale of Tax Foreclosed Land
Parcel No.: 29004 TCL 810.2
Location: Town of Clearfield
Size: 3.00 Acres
Minimum Bid Set: \$8,000.00
Highest Bid Received: \$9,100.00
Highest Bid Accepted From: Ronald L. Smith
N7209 16th Ave.
New Lisbon, WI 53950

In REM Foreclosure Data:
- Year Taken- 2011
- Taken From- Richard Joseph Diorio
- Total Unpaid Taxes- \$1,944.32

See Map Attached:



RESOLUTION NO. 12-83

Date: December 18, 2012

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #12 – 84

DATE: DECEMBER 18, 2012

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 29251 CMA 1662

INTENT: LAND SALE TO WAFLE-THOMAS-LUBINSKI PROPERTIES LLP

SYNOPSIS: SALE IN CITY OF MAUSTON

FISCAL NOTE: Income of \$500.00

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

A parcel of land in the SW FR ¼ of Section 7, T15N, R4E, more particularly described as follows: Beginning at a point which is marked by an iron stake on the east line of Spring Street 233 feet south of State Street in the City of Mauston, Wisconsin; thence southerly 33 feet along the land conveyed by the Mauston Creamery Company to the County of Juneau by Deed recorded in Volume 129 of Deeds at Page 154 in the Office of the Register of Deeds of Juneau County, Wisconsin; thence easterly along the land described in said deed to the County of Juneau a distance of 240.5 feet to a point which is the point of beginning of the land herein to be conveyed; running thence southerly along the west line of land deeded to Nellie C. Powers in Volume 119 of Deeds at page 442, a distance of 80 feet; thence easterly at right angles a distance of 40 feet; thence southerly along the west line of land belonging to Juneau County; a distance of 100 feet; thence westerly a distance of 50 feet more or less to a point; thence northerly parallel to the east line of land owned by Juneau County to a point 10 feet westerly of the point of beginning above described; thence easterly 10 feet to the place of beginning, in the City of Mauston, Juneau County, Wisconsin. A piece or parcel of land situated in the SW ¼ of Section 7, T15N, R4E, more particularly described as follows, to-wit: Beginning at a point which is marked by an iron stake on the East line of Spring Street 233 feet south of State Street in the City of Mauston, Wisconsin; thence southerly 33 feet along the land conveyed to the Mauston Creamery Company to the County of Juneau by deed recorded in Volume 129 of Deeds, Page 154 in the office of the Register of Deeds of Juneau County, Wisconsin; thence easterly along the land described in said deed to the County of Juneau a distance of 240.5 feet to a point which is the NW corner of the land herein conveyed; thence continuing easterly a distance of 40 feet along the land conveyed by the Mauston Creamery Company to the County of Juneau to an iron stake which marks the corner of said land deeded to the County of Juneau; thence southerly a distance of 80 feet along the land deeded by the Mauston Creamery Company to the County of Juneau; thence westerly at right angles a distance of 40 feet; thence northerly at right angles a distance of 80 feet; conveying and intending to convey in all a piece of land 40 feet in width and 80 feet in length.

WHEREAS, said real estate was taken by property tax foreclosure in 2009; and

WHEREAS, said real estate was advertised for sale as open to offers and the highest bid received was the bid of \$500.00 from Wafle-Thomas-Lubinski Properties LLP,

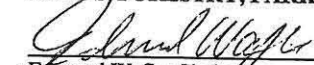
WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property for \$500.00 plus the costs of sale to Wafle-Thomas-Lubinski Properties LLP in the best interests of the County;


NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Wafle-Thomas-Lubinski Properties LLP and (2) authorize Juneau County

Board Chairperson Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

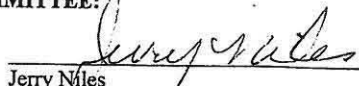
INTRODUCED AND RECOMMENDED FOR ADOPTION ON DECEMBER 18, 2012.

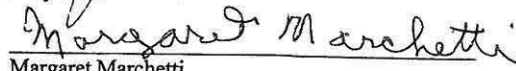
LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:


Edmund Wafle, Chairperson

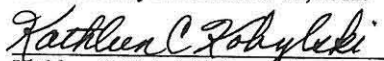

David Arnold


Beverly Larson


Jerry Niles


Margaret Marchetti

Adopted by the County Board of Supervisors of
Juneau County on December 18, 2012.


Kathleen C. Kobylski, Juneau County Clerk

SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction: Sale of Tax Foreclosed Land

Parcel No.: 29251 CMA 1662

Location: City of Mauston

Size: 0.00 Acres

Minimum Bid Set: Open to offers

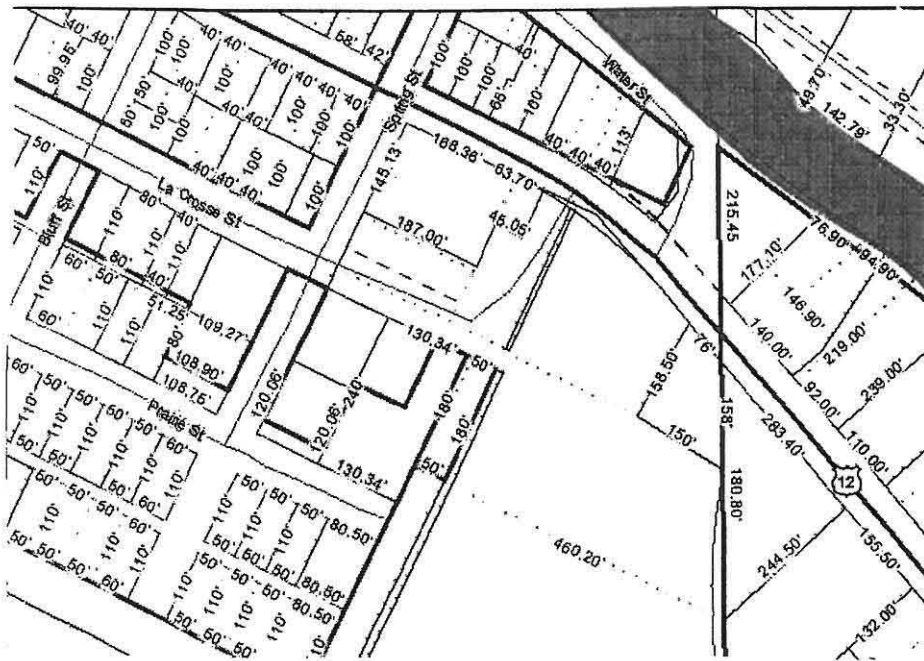
Highest Bid Received: \$500.00

Highest Bid Accepted From: Waffle-Thomas-Lubinski Properties LLP
PO Box 124
Mauston, WI 53948

In REM Foreclosure Data:

- Year Taken- 2009
- Taken From- Reinke Humpertz Family LTD Partnership
- Total Unpaid Taxes- \$6,188.16

See Map Attached:



RESOLUTION NO. 12-84

Date: December 18, 2012

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #12-85

December 18, 2012

INTRODUCED BY: Committee on Aging and Disability

SNOPSIS: Approval of Appointments to the Committee on Aging and Disability.

WHEREAS, the Juneau County Board of Supervisors has approved the formal designation of the Juneau County Committee on Aging and Disability as the governing body of the Juneau County Office of the Aging and Disability Resource Center of Eagle Country; and

WHEREAS, the relevant statutes and regulations applicable to the Juneau county Office of the Aging and Disability Resource Center of Eagle Country, as well as the Bylaws of the Committee on Aging and Disability, provide the members of the Committee shall be appointed by the County Board for specified terms;

NOW, THEREFORE, BE IT RESOLVED that the Juneau County Board of Supervisors hereby approves of the appointments of the following members of the Committee on Aging and Disability and does hereby formally appoint, or ratify the appointments of, the following individuals for terms ending on the dates indicated for each member:

Members Who Are Elected Officials – Juneau County Board of Supervisors:

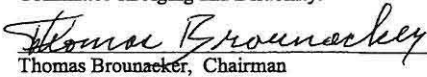
<u>Name</u>	<u>Term Ending date</u>
Thomas Brounacker, Chair	December 31, 2014
John Wenum	December 31, 2015
Paul Tadda	December 31, 2014

Citizen members Comprising the ADRC Advisory Council:

<u>Name</u>	<u>Term Ending date</u>	<u>Target Group</u>
Karl Opprecht	December 31, 2013	Elderly
Patricia Kennedy	December 31, 2016	Elderly
Janice Cleven	December 31, 2014	Elderly
Marcella Lauden	December 31, 2015	Elderly
Donna McGinley	December 31, 2015	Transitional Youth
George Gould	December 31, 2013	Elderly
Lorraine Nicholson	December 31, 2014	Developmentally Disabled
Margaret Hubele	December 31, 2016	Elderly
Jackie Maier	December 31, 2013	Physically Disabled

Adopted and recorded this 18th day of December, 2012.

Committee on Aging and Disability:


Thomas Brounacker, Chairman

John D. Wenum

Paul Tadda

Adopted by the Juneau County Board of Supervisors
on December 18, 2012.


Kathleen Kobylski, Juneau County Clerk

Juneau County Board of Supervisors
Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION # 12-86

December 18, 2012

INTRODUCED BY: Executive Committee

INTENT: Establish Bonds of Named Officials and Employees

FISCAL: \$3545.00

WHEREAS, the bonds for named public officials and the employees blanket bonds expire on December 31, 2012; and

WHEREAS, the following officials are required to be bonded in accordance with s59.21 Wisconsin Statutes;

THEREFORE be it resolved, that surety bonds in amounts indicated be provided for the officials named for the period January 1, 2013 through December 31, 2013

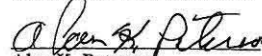
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County Clerk.....	\$ 10,000
County Treasurer.....	435,000
Sheriff.....	10,000
Coroner.....	10,000
Clerk of Circuit Court.....	100,000
Register of Deeds.....	13,000
Surveyor.....	5,000
County Auditor.....	10,000
Highway Commissioner.....	10,000
Veteran's Service Commission (3).....	1,200 each

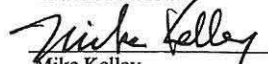
BE IT FURTHER RESOLVED that in accordance with provisions s59.52 (11) (d) Wisconsin Statutes, all other officers, department heads and employees of Juneau County not named above shall be considered to be included in the Public Employee's Blanket Bond for Juneau County which shall be at a principal amount of \$350,000 for the year January 1, 2013 through December 31, 2013, with sureties as determined by the Insurance Committee of the Juneau County Board of Supervisors. This bond shall cover approximately 250 employees, of which approximately 100 have principal duties which give them access to money, checks, supplies and property.

Introduced and recommended for adoption this 18th day of December, 2012.

EXECUTIVE COMMITTEE


Alan K. Peterson


Edward R. Brown


Mike Kelley

Adopted by the Juneau County Board of Supervisors this 18th day of December, 2012.


Kathleen Kobylski, County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION No. 12 – 87

DATE: December 18, 2012

INTRODUCED BY: Land Information Council

SYNOPSIS: Approving an Agreement between Juneau County and MSA Professional Services, Inc. to Implement the Juneau County Web Mapping application and Integrate data as needed and Authorizing the County Board Chairperson to sign the Contract.

Fiscal Note: \$13,421 plus necessary additions, if any, during the project – all payable from \$2 public access fee account, which has a current balance of \$24,616

WHEREAS, the County needs to update its current on-line mapping, and the current mapping site has been operating unsupported for the last three years, and, if the current mapping site were to go down due to constantly evolving technology, the county would not be able to fix it; and

WHEREAS, an Agreement between Juneau County and the consulting firm of MSA Professional Services, Inc., a true copy of which is attached to this resolution, has been negotiated and formally approved by the Land Information Council at its December 4, 2012 meeting and is recommended to the County Board of Supervisors by the Land Information Council, and said contract is necessary and proper in the best interests of Juneau County;

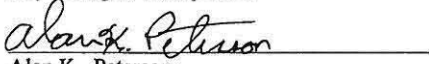
NOW, THEREFORE, BE IT RESOLVED that the Juneau County Board of Supervisors shall and hereby does approve and adopt the attached Agreement between Juneau County and MSA Professional Services, Inc. and hereby authorizes County Board Chairperson Alan K. Peterson to duly execute said Agreement as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON DECEMBER 18, 2012.

LAND INFORMATION COUNCIL:


Roy Granger, Chairperson


Edward R. Brown III


Alan K. Peterson

Adopted by the County Board of Supervisors of
Juneau County on December 18, 2012


Kathleen C. Kobylski, Juneau County Clerk



Professional Services Agreement

Project #14629000

This AGREEMENT (Agreement) is made today December 18, 2012 by and between JUNEAU COUNTY (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Juneau County Web Mapping App & Data Integration

The scope of the work authorized is:

Organizational Meetings (2)

- o Meeting with IT and GIS with County staff
 - Implementation schedule and expectations will also be discussed
- o Preliminary view of "base" web application
- o 4 hours total/ \$1,000

Software

- o Base Web application price
\$3,885

Customization

- o Interface customizations
- o Actual customizations to be determined from organizational meetings
\$1,176

Installation

- o \$500 for Remote ArcGIS Server Installation and Configuration
- o \$500 for Remote Web Application Installation and Configuration
(Remote access – VPN to be provided by County)

Post Installation

- o Post Install Application changes
Changes the County requests prior to making the web site public
- o Post "Go-Live" changes
Changes that County decides prior to final training
\$1,260

Training

- o On-Site Administrative Training
 - Go over system design and structure with County GIS and IT staff
- o (2) 4 hour On-Site Training for up to 15 users each
 - General Web Application training and registered user access training
- o Material Preparation and printing
\$2,590

Post Training Technical Support

- o Technical support for the first 12 months
\$2,510

The schedule to perform the work is: Approximate Start Date: December 18, 2012
Approximate Completion Date: July 31, 2013

The lump sum fee for the work is: \$13,421

The retainer amount required is: NA

NOTE: The retainer will be applied toward the final invoice on this project.

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

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

JUNEAU COUNTY, WI

MSA PROFESSIONAL SERVICES, INC.

Alan Peterson
Chairman, County Board of Supervisors
Date: _____

Todd D. Halvorson
GIS Services Manager
Date: _____

Attest: Kathleen Kobylski - County Clerk

Date: _____

Scott Kiley
Project Manager
Date: _____

220 East State St
Mauston, WI 53948
Phone: 608-847-9300
Fax: 608-847-9402

1230 South Blvd
Baraboo, WI 53913
Phone: 608-356-2771
Fax: 608-356-2770

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

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

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

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

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

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

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

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

The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of

confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

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

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

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

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

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

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

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

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

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

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

15. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question

would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

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

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

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

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION 12-88

December 18, 2012

RESOLUTION URGING STATE LEGISLATORS TO VOTE IN FAVOR OF TRANSPORTATION DOLLARS FOR TRANSPORTATION

WHEREAS, Wisconsin's transportation infrastructure is a fundamental component of its ability to attract and retain business and produce jobs; and

WHEREAS, gas tax and vehicle registration fees comprise over 85% of the state's segregated transportation account. Revenues from these two user fees have been declining and are inadequate to meet the existing transportation needs in this state; and

WHEREAS, Wisconsin's past practice of transferring money from the segregated transportation fund to the general fund has eroded the public's confidence that the "user fees" they pay through the state gasoline tax and vehicle registration fees will be used for their intended purpose; and

WHEREAS, Wisconsin's practice of replacing the dollars transferred from the state's segregated transportation fund with general obligation (GO) bonds put our state in the precarious position of bonding to fund ongoing operations; and

WHEREAS, the debt service for these bonds are being paid for out of the state's general fund which hinders its ability to fund other programs like Shared Revenue, Youth Aids, Community Aids and courts in the future; and

WHEREAS, Juneau County placed an advisory referendum on the November 2010 ballot asking "Should the Wisconsin Constitution be amended to prohibit any further transfers or lapses from the segregated transportation fund?"; and

WHEREAS, the people of Juneau County voted overwhelmingly in favor of this constitutional amendment – over 80% "yes"; and

WHEREAS, Fifty-three other counties in Wisconsin also asked the same advisory referendum question and the support was similar across the state with an average "yes" vote of 70%; and

WHEREAS, first consideration of this constitutional amendment passed the Wisconsin State Legislature overwhelmingly last session, on a bipartisan basis

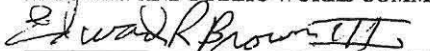
WHEREAS, the 2012-13 session of the Wisconsin State Legislature has the opportunity to pass second consideration of this constitutional amendment and in so doing will give the citizens of the entire state the opportunity to vote for amending the state constitution to ensure transportation revenues are spent for transportation purposes;

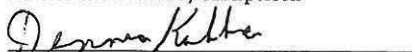
WHEREAS, providing constitutional protection for transportation user fees will align Wisconsin with our neighbors in Minnesota, Iowa and Michigan.

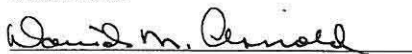
NOW, THEREFORE, BE IT RESOLVED that the Juneau County Board of Supervisors strongly urges our state representatives to vote in favor of second consideration of the joint resolution to protect the transportation fund, thereby giving voters across this state the opportunity to vote on a binding referendum to amend the constitution and ensure the transportation user fees they pay will be spent for transportation purposes.


INTRODUCED AND RECOMMENDED FOR ADOPTION ON DECEMBER 18, 2012.

HIGHWAY AND PUBLIC WORKS COMMITTEE:


Edward R. Brown III, Chairperson


Dennis Kolba


David Arnold


Rodney Seamans


Michael Kelley

Adopted by the County Board of Supervisors of
Juneau County on December 18, 2012


Kathleen C. Kobylski, Juneau County Clerk