

AGENDA FOR THE COUNCIL MEETING TO BE HELD

July 9, 2018 AT 4:00 PM

IN THE COUNCIL CHAMBERS OF THE ABBOTSFORD CITY HALL

203 NORTH FIRST STREET, ABBOTSFORD WI

All items listed will be brought before the Abbotsford City Council for discussion and possible approval.

1. Call the regular meeting to order
 - a. Roll call
 - b. Pledge of Allegiance
2. Comments by the Mayor
3. Comments by the Public
4. Interim Administrator Report
5. Minutes from the Council held May 30, June 6, June 18, June 24, June 27, 2018
 - a. Waive the reading and approve the minutes

Committee Reports

6. Central Fire/EMS (Faber)
 - a. Central Fire/EMS Minutes
7. Library (Horacek)
 - a. Library Minutes June 6, 2018
8. Police Commission (Totzke)
 - a. Police Minutes June 11, 2018
9. Public Works/Water/Waste Water (Faber)
 - a. PW/Water/Waste Water Minutes June 19, 2018
 - b. PW/Water/Waste Water Recommendations before the Council
 - i. Discuss/approve MSA Amendment to Schilling Contract –Wetland Permitting.
 - ii. Discuss/approve MSA Street Design Contract for Sportsman’s Subdivision.
 - iii. Discuss/approve Pulverizing Sportsman’s Addition
 - iv. Discuss/approve Ordinance be drafted and presented to Council to create a no parking between E. Linden and E Elm on 7th Street
 - v. Discuss/approve Authorizes DPW Stuttgart obtain bids on mill and overlay of Pine Street between the tracks an 3rd Ave seconded.
 - vi. Discuss/approve US Cellular Project-122 Sycamore Street Red Arrow Park
 - vii. Discuss/approve Xcel Energy install an additional light at Red Arrow Park
10. Plan Commission (Weideman)
 - a. Planning Commission Recommendations before the Council
 1. Discuss/approve Schilling Suidivision-Peliminay Plat Review with exemptions/variances.
11. License And Building (Anders)
 - a. License & Building Minutes June 27, 2018
 - b. Discuss/approve City Administrator-Clerk-Treasurer Charter Ordinance
 - c. Discuss/approve Class Beer, Wine, Liquor and Operators’ License Renewal
 - d. Building Permits
 - David Keech 207 W. Linden- Shed - \$50.00

- Abbotsford Northside Apt 1 – 701 N, Fourth Street-\$4,879,99

12. Finance (Anders)
 - a. Finance & Personnel Minutes May 28 and June 20, 2018
 - b. Discuss/approve passed May & June bills
13. Consideration of motion to adjourn into closed session pursuant to Section 19.85(1)(c) and (e), Wis. Stats., for the purpose of considering employment status of a public employee over which the Common Council exercises jurisdiction and conducting public business which for competitive reasons requires a closed session, including hiring office staff positions..
14. The Council may reconvene into open session to take any action deemed necessary as a result of the closed session discussions.
15. Set additional committee meetings on the calendar
16. Adjourn

Minutes from the City of Abbotsford Council Meeting held May 30, 2018 at 6:00 p.m. in the Abbotsford City Hall Council Chambers.

Members present: Mayor Voss, Faber, Weideman, Kramer, Clement, Anders, Horacek

Others present: Interim Administrator Gau, Deputy Clerk/Treasurer Langenhahn, DPW Manager Stuttgen, W/WW Director Medenwaldt, Kevin O'Brien – Tribune Phonograph

Under **comments by the Mayor**, Mayor Voss stated her support for Abby Fest. She also commented that the Colby VFW did a wonderful Memorial Day event. Finally, she asked that Council members think about serving on the District Fire Board as there is a vacancy.

Under **comments by the public**, Kevin O'Brien asked the Council why there was a need for closed session on the agenda. Interim Administrator Gau responded by saying that the City was considering hiring additional help.

Under **discuss with Professor Stephen Hintz PAA**, Professor Stephen Hintz presented the Council with possible organizational changes that the Council could pursue.

Under **discuss Interim Administrator Gau Role**, Interim Administrator Gau presented the Council with his roles for filling the interim period.

Under **considerations before the Council:**

Discuss/Approve satisfaction of Schilling Property (Release)

Motion Anders/Faber to approve. Motion carried without negative vote.

Discuss/approve revisions to developer's agreement for Abbyland LLC

Motion Weideman/Faber to approve developer's agreement. Motion carried without negative vote.

Discuss/approve Quotes for Access Road 4th Ave

Motion Weideman/Horacek to approve Switlick and Sons bid for \$14,922.50. Motion carried without negative vote.

Discuss/approve City Hall Rental – weekends

No action taken at this time.

Discuss/approve School Resource Officer (SRO)

Motion Faber/Anders to approve SRO. Motion carried without negative vote.

Discuss/approve adding Interim Administrator Gau to Abbybank, Nicolet, and Forward Financial signature cards

Motion Faber/Kramer to add Interim Administrator Gau on to signature cards. Motion carried without negative vote.

Discuss/approve changing regular working hours at City Hall

Minutes from the June 6, 2018 Abbotsford City Council Special Meeting held in the Abbotsford City Hall Council Chambers

Mayor called the meeting to order at 5:40 p.m.

Roll call: Mayor Voss, Anders, Horacek, Faber, Clement and Kramer.

Others present: Interim Administrator Gau, David Rasmussen MSA, Sean Lentz Ehlers and Jacob Langenhahn

Pledge of Allegiance was heard.

Appearances: David Rasmussen MSA presented the need to have TID 6 amendment to include TID 7, he also presented the proposed new boundaries. Sean Lentz Ehlers presented how the financial feasibility of the proposed amended TID 6.

Comments by the Mayor: None.

Comments by the Public: None

May 7, 2018 Minutes: Motion Faber/Anders to approve May 7, 2018 minutes. Motion carried unanimously

Considerations Before the Council

Discuss/approve MSA Contract for TID #6 Amendment: Motion Faber/Anders to approve MSA Contract for TID #6 Amendment for an amount not to exceed \$7,500. Motion carried unanimously

Discuss/approve Ehlers Cost: Motion Anders/ Faber Ehlers cost not to exceed \$2,500. Motion carried unanimously

Discuss/approve Sportsmen Addition: Motion Kramer/Anders to approve adding Sportsmen Addition road pavement as an alternate bid to 4th Ave bidding process. Motion carried unanimously

Discuss/approve Resolution No. 2018-2: Motion Anders/ Faber to approve Annual Compliance Maintenance Report to DNR. Motion carried unanimously.

Discuss/approve Class Beer, Wine, Liquor and Operators' License Renewal: Deputy Clerk Langenhahn presented the licensed file. Motion Faber /Clement the licensed as presented. Motion carried unanimously.

Appointment of Alderperson for Ward 1: There was two citizens interested in being appointed. Lori Huther was willing to server as a member of the council. Motion Kamer /Clement to recommend to council to appoint Lori Huther to represent Ward 1. Motion carried unanimously.

Committee Reports

Central Fire/EMS (Faber) none

Library (Horacek) Library Director Jochimsen was present for questions
Library Minutes May 9, 2018
Library June & July Flyers

Finance (Anders) none

Public Works/Water/Waste Water (Faber)
DPW Stuttgart provide update activities of the Departments

Police Commission Police Chief Bauer was present for questions
Police Minutes May 14, 2018

Plan Commission (Weideman) none

License and Building (Anders) next meeting June 27, 2018 with Attorney Allan Harvey
Building Permits

- Beverly & Dennis Kramer-202 Swampbuck-Red. - \$10,000
- James Hirish – 207 W. Butternut St. – Deck -\$1,000
- Noel & Kay Neumann 208 W. Sycamore St. –Garage \$10,000
- Terry Hayen 314 West Spruce – Fence -\$1,000
- Randel Tesmer – 194 503 N. 3rd St. – Shed - \$1,000
- Vernon Helland 205 W. Hickory St. – Addition - \$10,000
- Frank & Michele Albrecht – 214 W. Butternut St. - Fence -\$1,000

Close Session

Motion Clement/Horacek to adjourn into closed session pursuant to Section 19.85(1) (c) (e), Wis. Stats. for the purpose of considering promotion, compensation of any public employee over which the governmental body has jurisdiction or exercises responsibility, including discussion regarding City Deputy Clerk/Treasurer position. And discussion of the expenditure of public funds which for competitive reason requires a closed session, including discussion regarding alternative for hiring temporary office position. Roll call: Anders yes, Horacek yes, Faber yes, Clement yes and Kramer yes.

Open Session

Council may reconvene into open session to take any action deemed necessary as a result of the closed session discussions. Motion Anders /Horacek to go into open session. Roll call: Anders yes, Horacek yes, Faber yes, Clement yes and Kramer yes. Interim Administrator Gau was provide direction pertaining to staffing issues in closed session.

Discuss/approve recruitment of Administrator, Finance Director, Clerk/Treasurer positions or a combination thereof. Motion Anders/ Faber to approve a subcommittee to advertise/review resumes for an Administrator /Clerk/Treasurer position and report to council the most qualified candidates for interviews. The committee will be made up of Mayor, Kramer Horacek and Gau. Motion carried unanimously.

Set additional committee meetings on the calendar:

June 19, 2018 5:30 pm Public Works

June 20, 2018 4:00 pm Finance & Personnel

June 27, 2018 5:00 pm License & Building

Motion to adjourn at 8:42 p.m. by Anders /Horacek. Motion carried unanimously.

Minutes prepared by Interim Administrator Gau

Discuss/approve Development Agreement Waldinger TIF 5. Motion Anders/ Tutzke to accept Interim Administrator Gau recommendation on taken no action on the Waldinger Development Agreement TID 5. Motion carried unanimously.

Discuss/approve changes to Fence Ordinance pertaining to neighbor fence agreements. Motion Clement/Huther to refer this matter to the License and Ordinance Committee to make changes to the fence ordinance pertaining to neighbor fence agreements. Motion carried unanimously.

Discuss/approve liquor license renewal CAP OPERATIONS dba HOLIDAY. Motion Anders/Horacek to approve renewal of liquor license for CAP OPERATIONS dba HOLIDAY. Motion carried unanimously.

Set additional committee meetings on the calendar. No Action

Motion to adjourn at 6:40 p.m. by Huther/Clement. Motion carried unanimously.

Minutes prepared by Interim Administrator Gau

5 June 18

Minutes from the **June 18, 2018** Abbotsford City Council Special Meeting held in the Abbotsford City Hall Council Chambers

Council President Faber called the meeting to order at 5:40 p.m.

Roll call: Mayor Voss (arrived 5:54 p.m.), Anders, Horacek, Totzke, Clement, Huther (arrived 6:05 p.m.) Faber. Weideman excused absent and Kramer absent.

Others present: Interim Administrator Gau & Kevin O'Brien – Tribune Phonograph

Pledge of Allegiance was heard.

Comments by the Mayor: None.

Comments by the Public: Sue Sossaman commented on moving forward with Administrator/Clerk/Treasurer position which would be the right time for Abbotsford. She has heard good comments from other citizens of the community for this type of position. She also recommends to the council that the PAA proposal should have a not to exceed limit.

Close Session: Motion Anders / Clement Consideration of motion to adjourn into closed session pursuant to Section 19.85(1) (e), Wis. Stats. for the purpose of deliberation or discussion of the expenditure of public funds which for competitive reason requires a closed session, including discussion regarding hiring City Deputy Clerk/Treasurer position.

Roll Call: Horacek Y, Clement Y, Faber Y, Anders Y, Totzke Y.

Motion to Go into Open Session by Anders /Horacek to return to open session. Motion carried without negative

Any action deemed necessary because of the closed session discussions. Motion Anders/Totzke to approve Lou Luedke as interim Deputy Clerk/Treasurer as a Kelly Temp and increase her hours to 40+hrs/week. Motion carried unanimously

Considerations Before the Council

Discuss/approve PAA Proposal for the Recruitment of the Position of City Administrator Clerk/Treasurer, motion Anders/Totzke to approve PAA Proposal for Recruitment of City Administrator/Clerk/Treasurer with the proposal amount not to exceed \$6,000,00. Motion carried unanimously

Discuss/approve PAA Administrator Clerk Treasurer Assessment. Mayor requested the council members fill out the Administrator/Clerk/Treasurer assessment and turn them into Gau as soon as possible to get the new job out ad out.

Discuss/approve Adding Louella Luedtke to Abbybank, Nicolet, and Forward Financial signature cards. Motion Anders/Clement to add Louella Luedtke to Abbybank, Nicolet, and Forward Financial signature cards. Motion carried unanimously

Discuss/approve Development Agreement Waldinger TIF 5. Motion Anders/ Tutzke to accept Interim Administrator Gau recommendation on taken no action on the Waldinger Development Agreement TID 5. Motion carried unanimously.

Discuss/approve changes to Fence Ordinance pertaining to neighbor fence agreements. Motion Clement/Huther to refer this matter to the License and Ordinance Committee to make changes to the fence ordinance pertaining to neighbor fence agreements. Motion carried unanimously.

Discuss/approve liquor license renewal CAP OPERATIONS dba HOLIDAY. Motion Anders/Horacek to approve renewal of liquor license for CAP OPERATIONS dba HOLIDAY. Motion carried unanimously.

Set additional committee meetings on the calendar. No Action

Motion to adjourn at 6:40 p.m. by Huther/Clement. Motion carried unanimously.

Minutes prepared by Interim Administrator Gau

Minutes from the June 24, 2018 Abbotsford City Council Special Meeting held in the Abbotsford City Hall Conference Room

Mayor called the meeting to order at 3:03 p.m.

Roll call: Mayor Voss, Anders, Horacek, Faber, Weideman, Totzke and Huther. Executed
Absent Kramer and Clement.

Others present: Interim Administrator Gau

Comments by the Mayor: None.

Close Session

Motion Faber/Anders to adjourn into closed session pursuant to Section 19.85(1)(c) and (e), Wis. Stats., for the purpose of considering employment status of a public employee over which the Common Council exercises jurisdiction and conducting public business which for competitive reasons requires a closed session, including interview of candidate for City position. Roll call: Anders yes, Horacek yes, Faber yes, Weideman yes, Totzke yes, Huther yes.

Open Session

Council may reconvene into open session to take any action deemed necessary as a result of the closed session discussions. Motion Faber/Anders to go into open session. Roll call: Anders yes, Horacek yes, Faber yes, Weideman yes, Totzke yes, Huther yes. Interim Administrator Gau was provide direction that the council was interest in the candidate and present a proposal to hire, in closed session.

Motion to adjourn at 5:06 p.m. by Anders/ Horacek. Motion carried unanimously.

Minutes prepared by Interim Administrator Gau

Minutes from the June 27, 2018 Abbotsford City Council Special Meeting held in the Abbotsford City Hall Conference Room

Mayor called the meeting to order at 4:35 p.m.

Roll call: Mayor Voss, Anders, Horacek, Faber, Weideman, Totzke, Kramer. Executed Absent Huther.

Others present: Interim Administrator Gau

Comments by the Mayor: Council members are to go through Interim Administrator Gau for all matters pertaining to city business. Mayor also announced PDW Stuttgart had storm water issues at 2nd Ave and Sycamore intersection.

Close Session

Motion Horacek/Anders to adjourn into closed session pursuant to Section 19.85(1)(c) and (e), Wis. Stats., for the purpose of considering employment status of a public employee over which the Common Council exercises jurisdiction and conducting public business which for competitive reasons requires a closed session, including interview of candidate for City position. Roll call: Anders yes, Horacek yes, Faber yes, Weideman yes, Totzke yes, Kramer yes.

Motion Horacek/Anders to adjourn the close session at 5:08 pm and reconvene at the close of License & Building Committee meeting. Motion carried unanimously. Alderman Faber left 5:10 pm.

Motion Horacek/Anders to reconvene in Close Session at 7:05 pm. Roll call: Anders yes, Horacek yes, Faber absent, Weideman yes, Totzke yes, Kramer yes. Alderman Faber returned at 7:14 pm

Motion Weideman/ Kramer to make offer as follows:

Employment offer to Michelle Kind Deputy Clerk/Treasurer

- Starting salary of \$48,000.00 working 40 hrs. /week.
- Health Insurance with City paying 80% of the premium, single coverage. Employee share \$147.00 each pay period. Copay per visit \$35.00 out of pocket (if the employee the City).
- City pays 6.7% cost to the WRS (same as all employees of the City).
- After 90-day probation, earn 1 week of vacation.
- Starting full time July 16, 2018 with paid time off from 16th to 20th of July with the understanding to assist the City of Abbotsford with elections 2 days a week starting July 2, 2018.
- Flex time for hours work over 40hrs./week. Same as other salary employees of the City. Normal work hours at this time is 9-5, however the 8hr. work day can be flexed for evening meetings within the pay period.
- City employees receive 6 personal day off in addition to leave stated below:

Vacation, sick time, holidays, and any other leave will be according to the City handbook.

Benefits not offered to City employees are dental, vision, disability and HSA.

Roll call: Anders yes, Horacek yes, Faber yes, Weideman yes, Totzke yes, Kramer yes.

Motion Faber/Kramer if Michelle Kind declines the offer:

Hire Lou Luedtke as Deputy Clerk/Treasurer for \$20.00/hr. and buy out her Kelly Service Contract.

Roll call: Anders yes, Horacek yes, Faber yes, Weideman no, Totzke yes, Kramer yes

Open Session

Council may reconvene into open session to take any action deemed necessary as a result of the closed session discussions. Motion Faber/Anders to go into open session. Roll call: Anders yes, Horacek yes, Faber yes, Weideman yes, Totzke yes, Kramer yes.

Motion to adjourn at 8:22 p.m. by Faber/Anders. Motion carried unanimously.

Minutes prepared by Interim Administrator Gau

Abbotsford Public Library

REGULAR MONTHLY MEETING: Meeting called to order June 6th 2018 / 5:01 PM / Conference Room

7a.

ATTENDEES

Bittner, Jochimsen, Giffin, Dukelow, Braun, Hinrichsen, Writz

Members absent: Suttner

AGENDA

Previous minutes: Read and approved.

Public Comment: none (Pete H. attended)

Old Business:

- Adult program: Wildlife presentations offered through WDNR Ladysmith, cost of \$100.
-Date set for Sat. August 11th at 10:30 am.
- Date set for anniversary, Sat. Sept. 15th from 10:30 to noon.
- Director vacation
- Clark County Library Board meets May 9th at 7:00pm at the Colby Public Library.
- Picture Donation

New Business

- The Director issued a one day ban to a 12 year old patron on May 23rd 2018. Patron was yelling, running, and given 3 warnings about behavior. After patron was seen hitting another child, patron was asked to leave and was told that they were given a one day suspension from the library. The ban letter was mailed to inform the parents.
- The director asked the board to consider closing the library on the Saturday of Future Abby Summer Festivals. During this year's festival access to the library became limited on the Wednesday, Thursday, and Friday before the festival. This did not stop patrons from coming in, though numbers were less than normal. Thursday night a snow fence was put up and sidewalk access to the library was cut off. The outside book drops are located in the area that becomes part of the Festival band stand and at the close of the day on Friday the boxes were locked. Attendance on Saturday was 10 people even with the library being open during Festival hours. There was no reported use of the library after noon on Saturday. Recent Saturdays for comparison: 6/4: 30, 5/19: 20, 5/12: 30, 5/5: 24. Writz moved that the Library be closed on the Saturday of the Abbotsford Festival if the Festival location is held in the location in front of the library building. Giffin Seconded. Motion Passed.

Treasurer's Report: 42%

Circulation Report:

Total Circulation:

- May 2018: 2,161 Last month: 2,334
May 2017: 2020 May 2016: 2354 May 2015: 1995 May 2014: 2438

Circulation Break-down:

Books: 880, DVDs: 539, Spoken Record: 56, Large Print: 31, Magazines: 39, Other: 35

Other Usage Report:

- Wireless Sessions: May: 1952 April: 1136 Feb: 741 Jan: 439 Dec: 900 Nov: 625
Oct: 966 Sept: 2025 Aug: 1191 July: 1087
- Overdrive E-material Checkout: May 146 April 183 March 187 Feb: 121 Jan: 159 Dec: 126
Nov: 122 Oct: 116 Sept: 106 Aug: 139 July: 119 June: 133

- **Monthly Reference:**

May: 94 April: 93 March: 109 Feb: 100 Jan: 125 Dec: 108 Nov.: 103 Oct: 118

- **Patron Count:**

May 2018: 1590 May 2017: 1107 May 2016: 1473
April 2018: 1466 March: 1402 Feb: 1095 Jan: 1019 Dec: 958 Nov: 950 Oct: 1192

Policy Review: Sick Leave: Abbotsford City Policy was reviewed but before a decision on acceptance could be made the Director was asked to compile sick leave policies from other area libraries.

WVLS report: To be held June 7th

Director Report

- Four passive crafts in May: Mother's Day Card, take home craft attached to a picture book, Color bookmarks, and a sticker by letter poster that the director won at a retreat.

- Saturday Butterfly Conservation Program: The speaker was great however attendance was poor most likely due to time of day and time of year. In the future the library will avoid adult programs on May Saturdays. The library will ask the speaker to come back a future date.
- Summer Reading Program Update.
 - School Visit. The First and Kindergarten classes will visit the library twice in June and once in August. The 6th, 7th and 8th class will visit once in June and once in August.
 - New donation, Mid Wisconsin Beverages.
- Book Sale, priced by donation. Made: \$189
- Last Month Program Count:
 - May Monthly Program total: 13 programs, 474 attendance
- Future Programs: See handout.
- Volunteers: 1 child at 30 min. helped with summer reading prep. 1 teen at 30 min helped with passive craft prep. 2 adults at 2 hours helped with book sale set up.
- **Operating Issues:** Linda Hoffman has given a verbal notice that she will be leaving the library at the end of August.

Staffing Issues: none

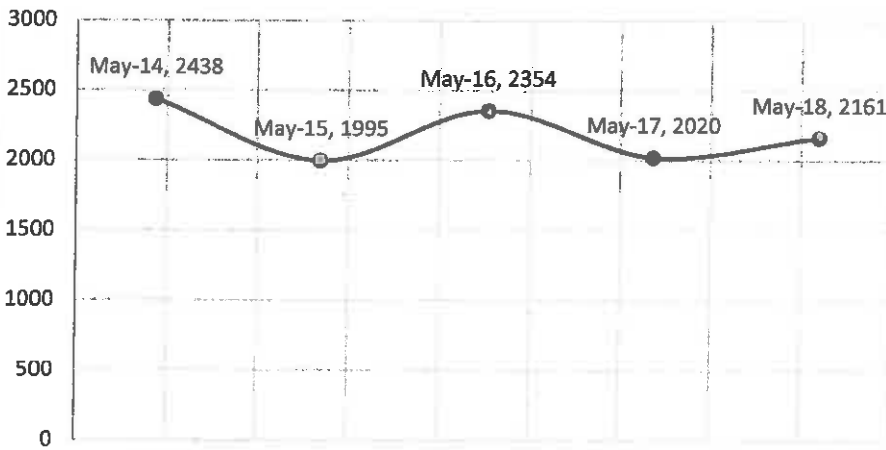
ACTION ITEMS: Director will email board members a doodle poll to set up a meeting time for July. Director will compile sick leave policies.

NOTES:

MOTION TO ADJOURN: Giffin/ Writz 6:04 pm

Next meeting: to-be-determined date in July at 5:00 PM

April Circulation Counts, 2014-2018.



Date	May Program Type			Program Title:	Total Atte	0 to 12	13 to 18	Other
	Other	Literary	Drop In					
5/4/2018		1		Story Time	9	6	0	3
5/8/2017		1		WC Book club: Before We were Yours	6	0	0	0
5/5/2018		1		Post Prom/Beaded Bookmark	25		20	
5/11/2017	1			Family Movie Night May - Paddington 2	20	12		8
5/16/2017		1		GG Book club May	3	0	0	
5/18/2017	1			Butterfly Conservation	9	2		
5/18/2017		1		May Adult Craft - felted bird	23	1	2	20
5/18/2018		1		Story Time	9	6		3
5/27/2017			1	School Preview Visit/5/27/16 K-5	384	380	0	4
				1 Passive Coloring Bookmarks in Library	17	10	2	
				1 Passive Mother's Day Rainbow Card	11	11		
				Passive Poster activity	11	8		3
				Passive Rainbow Fish Craft	8	8		
				Monthly Program total: 13	474			

Colby/Abbotsford Police Commission Meeting

June 11, 2018

6:30 P.M.

The Colby/Abbotsford Police Commission meeting was called to order by President Todd Schmidt at 6:30 P.M. Members present were: Todd Schmidt, Dan Hederer, Randy Hesgard, Roger Weideman, and Jeremy Totzke. Dennis Kramer was absent. Also present were: Chief Jason Bauer, Colby Deputy Clerk/Treasurer Jessie Polivka, Kevin O'Brien of The Tribune-Phonograph, and Officer Alex Bowman.

Public Comment: None.

Minutes from the May 14, 2018 meeting: Motion was made by Hederer, seconded by Hesgard to approve the minutes from the May 14, 2018 meeting as presented, correcting the wording on the School Resource Officer (SRO) motion to read as follows: "Motion was made by Hederer, seconded by Weideman to move forward with the School Resource Officer position and recommend to the city councils to approve an expense in their respective city budgets." Motion carried with a voice vote. Schmidt complimented Jessie Polivka on the nice job she is doing with the Police Commission minutes.

Expenditures: Motion was made by Hederer, seconded by Weideman to approve the expenditures as presented in the amount of \$42,503.54. Motion carried with a voice vote.

Purchase Portable Radio: Chief Bauer presented the committee with a quote from Motorola for a hand held portable radio in the amount of \$1,325.00. With the addition of the SRO position, the department will need another radio for that officer. Bauer stated that the department was not happy with the brand of portable radios they currently have that were purchased through a grant and suggested the Motorola because of the quality and longevity. Bauer would eventually like to see all radios replaced with the Motorola model. Bauer said the money to purchase the radio could come out of the Metal Plate Fund. Motion was made by Totzke, seconded by Hederer to approve the purchase of a Motorola portable radio in the amount of \$1,325.00 with the funds coming from the Metal Plate Fund. Motion carried with a voice vote.

School Resource Officer Update: Chief Bauer stated that both city councils and the Abbotsford and Colby school districts have approved the SRO position. Bauer will be meeting with both school superintendents later in the month to work on a SRO job description and a Memorandum of Understanding (MOU) agreement between the department and the schools. The job description and MOU agreement will be presented to the Police Commission at the July meeting. Bauer is hoping to interview for the position in August with the hopes of having someone hired by the start of the school year. Bauer stated that two officers currently with the department have shown interest in applying for the SRO position. If one of them was designated for the SRO position following the interview process, the Police Commission would then consider one of the other interview candidates to fill the position left by the officer assigned to the SRO position. Schmidt said a representative from each school district would be designated to join the Police Commission during the interview process and would participate in ranking the candidates. Schmidt said the advertisement for the SRO position should include the option of being hired for a regular patrol position.

Chief's Report: Chief Bauer reported on the K9 activity for the month. Two of the department's squads were repaired this month, the oldest Durango squad for radiator issues and the Expedition for other

maintenance. The new squad will not be ready to go until the end of June. The equipment will be installed on June 25. Jessica Weich has been out each Wednesday documenting ordinance violations. Motion was made by Hederer, seconded by Hesgard to accept and file the Chief's Report as presented. Motion carried with a voice vote.

Meeting date for June: The next meeting will be held Monday, July 9, at 6:30 P.M. at the Colby/Abbotsford Police Department.

Motion was made by Hederer, seconded by Weideman to adjourn at 6:48 P.M. Motion carried with a voice vote.

Minutes from the City of Abbotsford Public Works/Water/Sewer Committee Meeting held Tuesday, June 19, 2018 at 5:30 p.m.

Chairman Faber called the meeting to order at 5:34 p.m.

Roll call: Faber, Clement, Horacek, Totzke, Huther

Also present: Department of Public Works Manager Stuttgen, Water and Wastewater Director Medenwaldt, and Todd Trader MSA

Pledge of Allegiance was heard.

Comments by the Chair: There were no comments by the Chair

Comments by the Public: There were no comments by the public

Discuss/recommend MSA Amendment to Schilling Contract –Wetland Permitting. Three wetlands needed permitting. There was believed to be only one when the contract was signed. (Stated by Todd Trader) Motion Clement/Totzke to recommend to the Council to approve contract, Motion carried unanimously

Discuss/recommend MSA Street Design Contract for Sportsman’s Subdivision. Todd Trader explained the Sportsman’s addition design should be done this fall with the project being let in January or February for best pricing. Motion Horacek/Totzke to recommend to the Council to approve MSA Street Design Contract for Sportsman’s Subdivision. Motion carried unanimously

Discuss/recommend Pulverizing Sportsman’s Addition at a cost of approx. \$5,000. Stuttgen explained the Sportsman’s Addition should be pulverized this fall for spring construction. Motion Totzke/Horacek to recommend to the Council to approve Sportsman’s Addition being pulverized this fall for spring construction at a cost of approx. \$5,000. Motion carried unanimously

Discuss/recommend 7th Street no parking Ordinance between E. Linden and E Elm. Stuttgen explained Abbyland was having shipping and receiving issues due to cars parked on 7th Street between Linden and Elm. Motion Totzke/Clement to recommend to the Council that an Ordinance be drafted and presented to Council to create a no parking between E. Linden and E Elm on 7th Street. Motion carried unanimously

Discuss/recommend Mill and overlay of W Pine Street from tracks to 3rd Ave. Stuttgen explained that a mill and overlay is need (photos provided) for an approx. cost of \$45,000. Motion Totzke/Clement to recommend to the Council authorizes DPW Stuttgen obtain bids on mill and overlay of Pine Street between the tracks an 3rd Ave seconded. Motion carried unanimously.

Discuss/recommend US Cellular Project-122 Sycamore Street Red Arrow Park. Stuttgen provide the committee with site plan indicating the location of Cellular Tower in Red Arrow Park. Motion Totzke/Huther to recommend to the Council to approve the Cellular Tower location in Red Arrow Park as presented on site plan. And have interim Administrator Gau review the contract terms and any monthly revenues obtain by this contact be set aside for Parks purposes. Motion carried unanimously.

Discuss/recommend Light for Red Arrow Park. Stuttgen explained that an additional overhead light is need in the Park. Motion Horacek/Clement to recommend to Council to have Xcel Energy install an additional light at Red Arrow Park. Motion carried unanimously.

Motion Horacek/Huther to adjourn. Motion carried unanimously.

Minutes prepared by Chairman Faber and Interim Administrator Gau

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 7, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 7, 2018
- b. Owner: City of Abbotsford
- c. Engineer: MSA Professional Services, Inc.
- d. Project: City of Abbotsford Shilling Subdivision

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
 - 1) *Wetland Fill Permitting*
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - 1) *After the wetlands were delineated onsite, it became necessary to apply for a wetland fill permit through WDNR in order to construct the streets and utilities. This work was specifically excluded from the original contract. MSA will submit a Chapter 30 Wetland Fill Permit through WDNR for wetland fill approval.*
- c. The responsibilities of Owner are modified as follows: None
- c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - 1) *Wetland Fill Permitting \$1,750 (Lump Sum)*
- e. The schedule for rendering services is modified as follows: No Change.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A

5. Agreement Summary (Reference only)

a. Original Agreement amount:	<u>\$127,500</u>
b. Net change for prior amendments:	<u>\$N/A</u>
c. This amendment amount:	<u>\$1,750</u>
d. Adjusted Agreement amount:	<u>\$129,250</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 19, 2018.

OWNER:

ENGINEER:



By: Lori Voss

By: Todd Trader

Title: Mayor

Title: Team Leader

Date Signed: July 2, 2018

Date Signed: June 14, 2018



Professional Services Agreement

This AGREEMENT (Agreement) is made today July 2, 2018 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Abbotsford – Sportsman’s Addition Street Improvements

The scope of the work authorized is: See Attached Scope of Services (Attachment A)

The schedule to perform the work is: Approximate Start Date: July 2018
Approximate Completion Date: February 2019

The lump sum fee for the work is: \$40,300

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.

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

CITY OF ABBOTSFORD

MSA PROFESSIONAL SERVICES, INC.

Lori Voss
Mayor
Date: July 2, 2018

Scott Martin, PE
Vice President, Northern Region
Date: June 19, 2018

Attest:

Interim Administrator: Duane Gau
Date: July 2, 2018

Todd Trader, PE
Team Leader
Date: June 19, 2018

203 North First Street
Abbotsford, WI 54405
Phone: 715-223-3444

146 N. Central Avenue
Marshfield, WI 54449
Phone: 715-384-2133

PROJECT DESCRIPTION

The project consists of new curb and gutter street with 4-inch asphalt pavement (no sidewalks) on 3rd Avenue north of Pine Street (approximately 1,100 feet), Porcupine Lane east of 3rd Avenue (approximately 500 feet), and Swamp Buck Drive east of 3rd Avenue (approximately 1,000 feet). The new curb and gutter street is proposed to be 37-feet back of curb to back of curb with mountable curb and gutter. Paved driveway aprons will be installed with turf restoration behind back of curb.

It is assumed existing base is already in place with minor modifications necessary. Storm sewer has already been installed with inlets and storm manholes at necessary locations. Because existing gravel and storm sewer was installed prior to 2004, MSA assumes no post-construction stormwater permitting will be necessary.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Design

- Project Administration
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Quality Assurance/Quality Control
 - Employ documented quality-assurance/quality-control procedures throughout project.
- Project Site Information
 - Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
 - Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
 - Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
 - Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- Design – Street/Utility
 - Roadway Design: Develop horizontal and vertical alignments for roadway and curb and gutter. Prepare pavement design, typical section, cross sections and construction details.
 - Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
 - Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
 - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- Plan Preparation and Drafting
 - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.

- Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
 - Specifications
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
 - Permits: Prepare permit application and required attachments for:
 - Construction Site Erosion Control and Storm Water Management
 - Design Meetings (Three meetings Assumed)
 - Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
 - Final Plan review: Attend one meeting with staff, and one meeting with elected officials.
 - Final Presentation to City Council.
2. Bidding
- Assist Owner in Advertising and Soliciting for Bids
 - Administer Bid Document Distribution Process utilizing QuestCDN
 - Issue Addenda as appropriate to clarify, correct, or change the bidding documents
 - Conduct an Electronic Bid Opening located at MSA's Office
 - Prepare Tabulation of Bids
 - Assist Owner in evaluating bids and in assembling and awarding construction contracts.

DELIVERABLES

MSA will provide the following deliverables:

1. Topographic base map.
2. Preliminary plans: one paper copy.
3. Preliminary Construction Cost Estimate
4. Final Construction Cost Estimate
5. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
6. Bidding Documents: two paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Survey mapping and monumentation
3. Utility system modeling
4. Funding applications and administration
5. Additional meetings not specifically listed in the scope.
6. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
7. Permit assistance related to surface waters and wetlands.
8. Variance requests (if required for permit applications included in the scope).
9. Updates to Owner's electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
July 2018	Owner approves Professional Services Agreement
July 2018	MSA begins work
November 2018	Preliminary Plans complete
January 2019	Final Plans complete, Permit applications submitted
January 2019	Bidding process
February 2019	Owner awards construction contract
May 2019 to June 2019	Construction

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** 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. 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

2. **Billing.** 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 Schedules.** 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. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** 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.

7. **Construction.** 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.

8. **Standard of Care.** 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.

9. **Construction Site Visits.** 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.

10. **Termination.** 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.

11. **Betterment.** 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.

12. **Hazardous Substances.** 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.

13. **Insurance.** 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.

14. **Reuse of Documents.** 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.

15. **Indemnification.** 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.

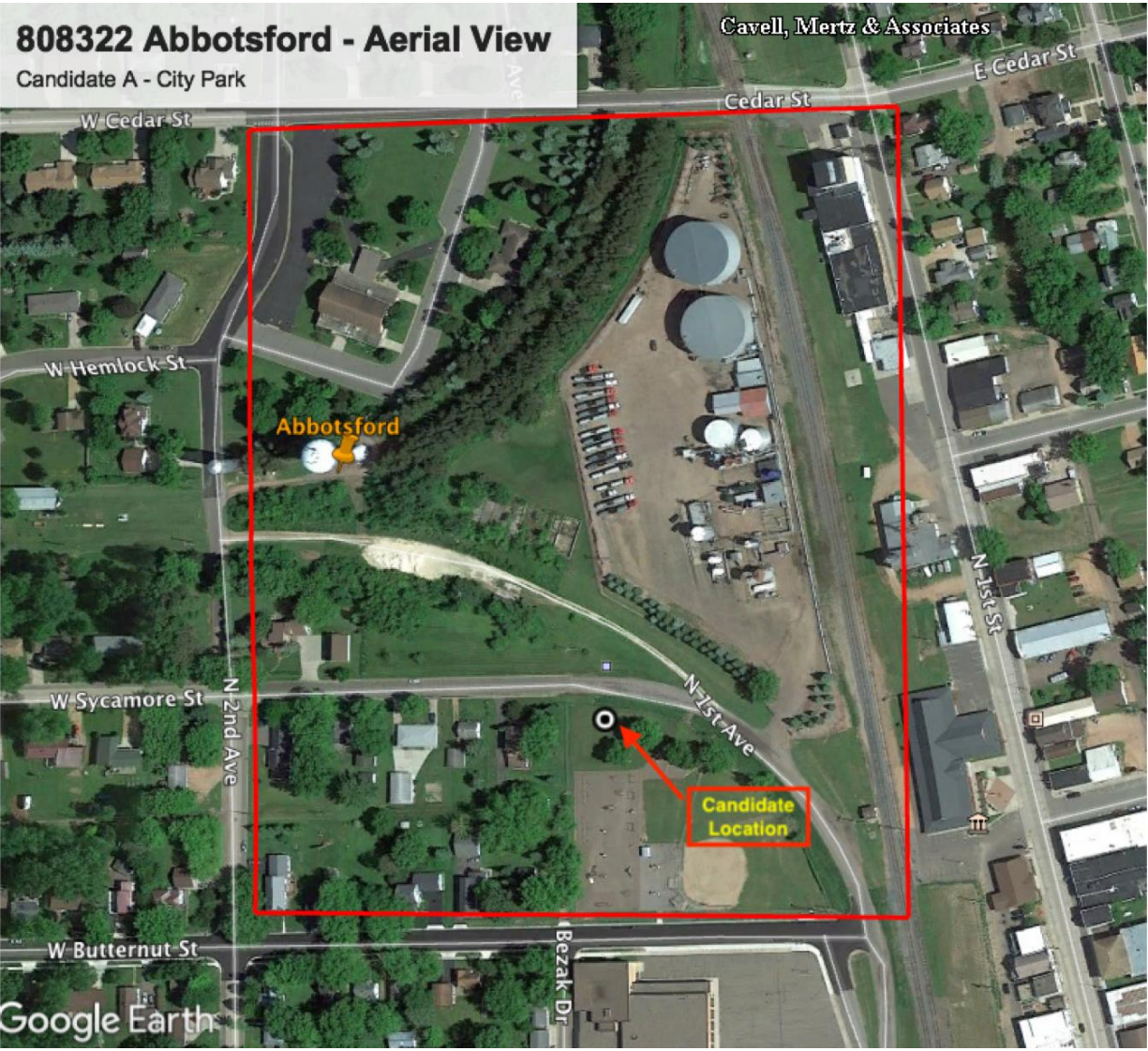
16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may 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.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of INSERT STATE.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of INSERT STATE 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.

20. **Understanding.** 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.



Site Name: Abbotsford

Site Number: 808322

GROUND LEASE

This Ground Lease (“Lease”) is made and entered into by and between City of Abbotsford, having an address at PO Box 589, 203 North First Street, Abbotsford, Wisconsin 54405, hereinafter referred to as “Landlord,” and United States Cellular Operating Company, LLC, a Delaware Limited Liability Company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Tenant.”

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WHEREAS, Landlord is the fee owner of property with an address of 122 Sycamore Street located in the City of Abbotsford, County of Clark, State of Wisconsin legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

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WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord’s Parcel for Tenant’s use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the “Option”) to lease from Landlord the following described parcel (the “Leasehold Parcel”):

Approximate dimensions: 50’ x 50’

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Approximate square footage: 2,500

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Legal descriptions of the Landlord’s Parcel and the Tenant’s Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the “Tests”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as “Governmental Approvals”), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord’s title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant’s Permitted Use (as hereinafter defined), all at Tenant’s expense. Tenant will not be liable to

Site Name: Abbotsford

Site Number: 808322

Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Five Hundred dollars (\$500.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional Five Hundred dollars (\$500.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.

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- d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises (as hereinafter defined) to the Tenant on, and subject to, the terms and conditions of this Lease.

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- 2. Grant of Easements. Landlord hereby grants to Tenant an access easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,

- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,
- b. The right to improve an access road within the Access Easement Parcel,
- c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
- d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
- e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel

Site Name: Abbotsford

Site Number: 808322

and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Rent. Tenant shall pay Rent to Landlord in the amount of Five Hundred dollars (~~\$500.00~~) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten percent (10%) over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that

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Site Name: Abbotsford

Site Number: 808322

is necessary for the Tenant to conduct its operations on the Premises and “utility services” shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord’s Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant’s Improvements. Tenant shall pay to Landlord upon Landlord’s demand, any increase in real property taxes levied against Landlord’s Parcel which is attributable to Tenant’s use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant’s Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord’s requests to Tenant for reimbursement of such property taxes should be addressed to:

U.S. Cellular
Attention: 808322
P.O. Box 31369
Chicago, IL 60631-0369

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Deleted: <i>[Insert Site Number]</i>
Deleted: <i>]</i>

In order to ensure that Tenant’s leasehold interest is not extinguished in the event that the real property taxes related to Landlord’s Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord’s Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant’s proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant’s Premises. Landlord’s maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.
12. Mutual Indemnification.
- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with

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any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

13. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional

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thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an

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assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

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23. 22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
24. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
25. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: United States Cellular Operating Company, LLC,
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

Deleted: [Local Entity]

LANDLORD: City of Abbotsford,
PO Box 589,
203 North First Street
Abbotsford, Wisconsin 54405,

Deleted:

Deleted:

Deleted:

Site Name: Abbotsford

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Phone:

26. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
27. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
28. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
29. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
30. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
31. Modifications. This Lease may not be modified, except in writing signed by both parties.
32. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
33. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.
34. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

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35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
36. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
37. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
38. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.
39. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

Site Name: Abbotsford

Site Number: 808322

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: City of Abbotsford

TENANT: United States Cellular Operating Company, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

Site Name: Abbotsford

Site Number: 808322

STATE OF WISCONSIN)

Deleted: _____

COUNTY OF CLARK)

Deleted: _____

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that City of Abbotsford (and _____), known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally)acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Deleted: _____

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for United States Cellular Operating Company, LLC, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Deleted: _____

Given under my hand and seal this ____ day of _____, 20__.

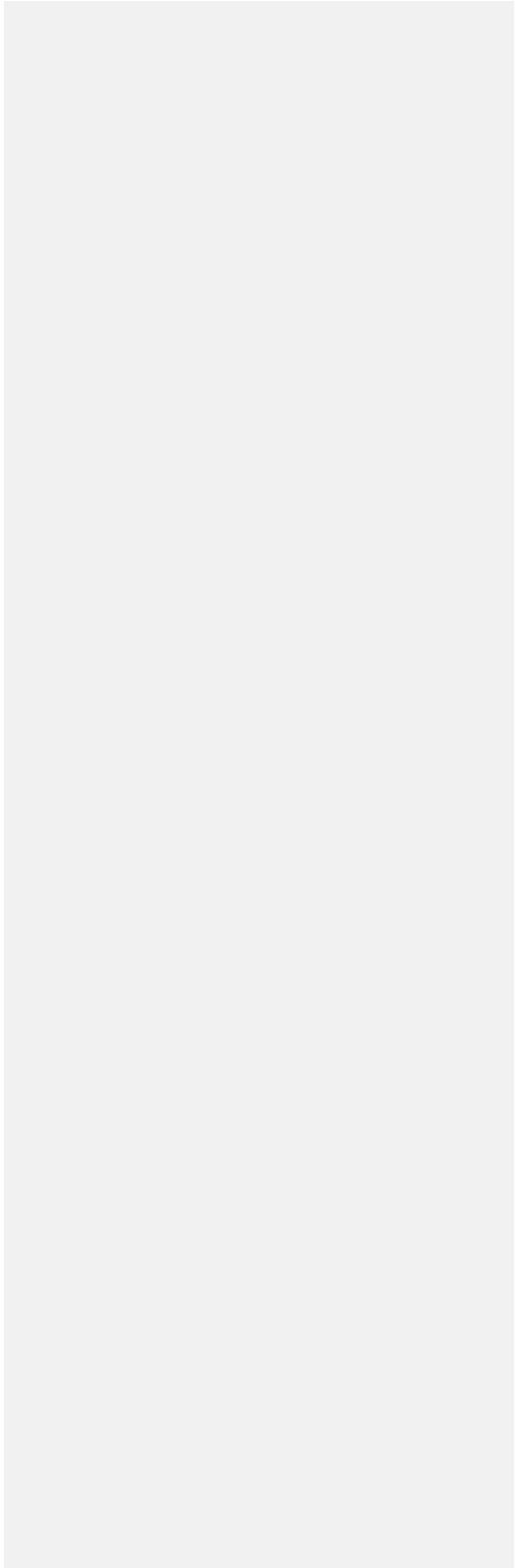
Notary Public

My commission expires _____

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Exhibit A
Legal Descriptions

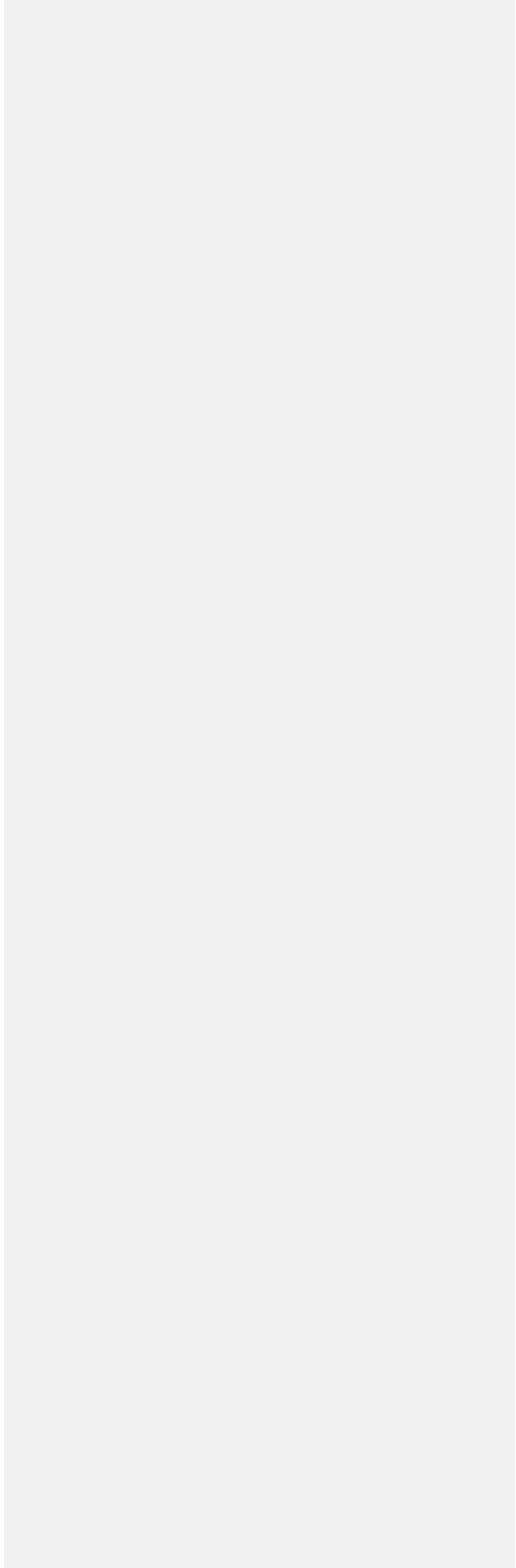


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Exhibit B

Site Plan



Minutes from the City of Abbotsford **Planning Commission Meeting held Monday, July 9, 2018 at 7:00 a.m.**

Chairman Medenwaldt called the meeting to order at 7:11 p.m.

Roll call: Medenwaldt, Jakel, Weideman. Excused absence Baker & Christensen.

Also present: Department of Public Works Manager Stuttgen, Chad Besaw MSA & Interim Administrator Gau

Pledge of Allegiance was heard.

Discuss/Approve Schilling Subdivision Preliminary Plat Review and Approval. Chad Besaw from MSA went over the exemptions/variances for the subject plat. Stuttgen explained that Outlot 2 is the area that can be dedicated as Park at a later date. The size is double the amount required for this subdivision. Motion Weideman/Jakel to recommend to the Council to approve Schilling Subdivision Preliminary Plat with exemptions/variances that were explained by Chad Besaw of MSA. Motion carried unanimously

Discuss/Approve Natural Gas Easement–Option of Gas Installation. Chad Besaw explained that WE Energies may require that the sub divider pay for installation natural gas. Stuttgen stated that we have not paid for natural gas in past subdivision and will be contact WE Energies to see if the Abbotsford Northside Appt. would be covering the cost to install gas lines in North Fourth Avenue. No action taken.

Discuss/recommend Schilling Land Transfer -“sale/transfer to ad joiner” method. Chad Besaw explained that the city agreed to transfer lands to Kenneth Schilling and the Doris Schilling agreed to transfer lands to the City for Right of Way at the time of sale. Interim Administrator Gau stated these descriptions are ready for recording and Attorney Starck would be doing this for the City. No action taken

Motion Medenwaldt/Weideman to adjourn. Motion carried unanimously.

Minutes prepared by Interim Administrator Gau

10a.1 Wavers

July 5, 2018

Mr. Duane Gau, Interim Administrator
City of Abbotsford
203 North First Street, PO Box 589
Abbotsford, WI 54405

Re: Schilling Subdivision – Preliminary Plat Review and Approval

Dear Duane:

On behalf of the City of Abbotsford, MSA Professional Services, Inc. is submitting the attached “Schilling’s Subdivision” plat for preliminary review and approval. The following is a list of exemptions/variances needed to approve the proposed plat. The list is referenced to the City of Abbotsford’s current Chapter 14 Subdivision Ordinance.

1. Street requirements – Section 14-1-70
 - a. Dead end or Temporary dead end streets 14-1-70(i)(3)
 - Swampbuck Drive and North Fourth Avenue are proposed to be constructed to their intersection. The intersection itself will be the temporary dead end and will suffice the requirements of a turnaround.
 - After future construction of these roads is completed, another temporary dead end will need to be addressed either with easements or with future expansion of the subdivision itself.
 - b. Half Streets 14-1-70(p)
 - The East half of North Third Avenue was previously platted and dedicated as right of way (this did not meet the current ordinance which does not allow for the creation of half a right of way). The West half was not dedicated and is included in this plat to make it the full width of 66 feet.
 - c. Property lines at street intersections 14-1-70(q)(5)
 - This ordinance says the property lines at street intersections are to be rounded with a 25-foot minimum radius or greater, when required by the City Engineer.
 - While aesthetically pleasing, functionally this methodology takes away acreage and buildable space within the required setbacks. It was determined to not be applied to this plat for the reasons mentioned and to reduce the amount of effort to create, lay out, and survey the subdivision. In addition, there is still sufficient right-of-way available to construct sidewalks in the future based on the proposed layout.

146 N. Central Avenue
Suite 201
Marshfield, WI 54449

P (715) 384-2133
TF (877) 204-0572
F (715) 384-9787

www.msa-ps.com

- d. Street and Pedestrian Way Design Standards 14-1-70(t)(1)
 - Requires a minimum of 66-foot wide right of way.
 - We are proposing 60-foot wide right of ways for Swampbuck Drive and Porcupine Lane to allow for larger lots and to conform to the previously created right of way widths in the surrounding area.
 - Section 14-1-71(b)(2) allows for exception.
2. Blocks design standards – Section 14-1-72
 - a. Blocks Length and Arrangement 14-1-72(a)
 - Requires two (2) tiers/rows of lots for every block. Given the layout, shape and placement of existing roads this was not feasible. We are proposing single rows of lots along the north property line. Future expansion should include another road to the north, which allows a 2 tier/row setup.
 - Please keep in mind if a prospective buyer of the lots wishes to obtain a larger lot then created with this plat, they can simply combine lots with the aid of a Certified Survey Map.
3. Land and Parks Dedication - Section 14-1-81
 - Based on classifications of multi-family, single family, or mixed, the proposed plat will be considered mixed.
 - Outlot 1 is to be dedicated to the public for storm water detention.
 - Outlot 2 is more than double the recommended sizes for a park, and is proposed to be left as an outlot for the time being. The reason it is not dedicated on this plat is to keep options open for the City.
 - Although the outlots are City owned, when the decision is made to dedicate for park purposes, the City will still have to complete the formal dedication processes.
 - The proposed streets and stormwater outlot will be dedicated properly with this plat.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Chad Besaw".

Chad Besaw, PLS

146 N. Central Avenue
Suite 201
Marshfield, WI 54449

P (715) 384-2133
TF (877) 204-0572
F (715) 384-9787

www.msa-ps.com

Minutes from the City of Abbotsford License & Building Committee Meeting held Wednesday, June 27, 2018 at 5:00 p.m.

Chairman Anders called the meeting to order at 5:10 p.m.

Roll call: Anders, Faber, Kramer

Also present: Mayor Voss, Alderman Horacek, Totzke, Interim Administrator Gau and DPW Stuttgart.

Pledge of Allegiance was heard.

Comments by the Chair: Chair made several comments to the Public on what was going to be achieved tonight.

Comments by the Public: Several Citizens want to be heard on some matters and Chairman Anders stated they would be at the time items came up.

Comments from Allen Harvey: Attorney Harvey went over several Land Use changes are effecting municipalities by new State Laws. Alderman n Faber left. As at 6:00pm there was no quorum.

Discuss/approve Ordinance Changes:

- a. Fire Call Ordinance.
- b. Hoop Structures, Canvases Structures & Car Ports.
- c. Fence Ordinance pertaining to neighbor fence agreements.
- d. Number of domestic animals permitted in residential zones.
- e. Section 14-1-70(q) (5) Property Lines at Street Intersections-“remove rounded” change to “square’ or remove section.
- f. Section 14-1-70(t) (1) Street Cross Sections-Urban Street Minor Street change to “60 feet” from “66 feet”.
- g. Any Section of Ordinances that is recommended by Attorney Allen Harvey for consideration of changes.
- h. Charter Ordinance creation of Administrator/Clerk/Treasurer Position.

All the above items was discussed by remain members of the council and citizens present.

It was noted by Attorney Harvey the item discussed will be brought forward as the final Ord. changes. He will provide City staff with more information.

The discussion end at 7:00 PM

Minutes prepared Interim Administrator Gau

Community Code Service

ALAN J. HARVEY, ATTORNEY-AT-LAW

3900 VINBURN ROAD
DEFOREST, WISCONSIN 53532
TELEPHONE (608) 846-5897
alanjharvey@gmail.com

July 2, 2018

Duane Gau, Interim Administrator
City of Abbotsford
203 N. First Street, City Hall
Abbotsford, WI 54405

RE: City Administrator-Clerk-Treasurer Charter Ordinance

Dear Duane and City Officials:

I enjoyed meeting with City officials last week to review changes to the City of Abbotsford Code of Ordinances. Due to discussion at the meeting, the City has asked that I draft an Ordinance creating a new City Administrator-Clerk-Treasurer position, replacing the existing Office of City Clerk-Treasurer. I explained at the meeting that a Charter Ordinance would be necessary.

If the Common Council intended to create a City Administrator position separate from the statutory positions of City Clerk and City Treasurer (some communities, like the City of Hillsboro and Village of Bristol, use this approach), this could be done by standard ordinance. However, because the City of Abbotsford desires to consolidate the responsibilities, selection and tenure of the offices of City Clerk and City Treasurer into a new combined City Administrator-Clerk-Treasurer position, adoption of a Charter Ordinance is required.

The use of a Charter Ordinance is necessary because the offices of City Clerk and City Treasurer are positions created and defined by statute, including the method of selection (election) and tenure. State law, however, authorizes municipalities to deviate from these statutory standards by adoption of a Charter Ordinance. With these offices, a Charter Ordinance is necessary to combine the two positions, make the positions appointive rather than elected, and to change the term of office. Since the City of Abbotsford would be making several of these changes with its new City Administrator-Clerk-Treasurer position, creating the new consolidated position by Charter Ordinance is a necessity.

Charter Ordinances – Background Information:

State law requires in Secs. 62.09 and 66.0101, Wis. Stats., that such a change involving the method of selection, tenure and consolidation of the offices of City Clerk and City Treasurer must be done by Charter Ordinance. In Wisconsin, the State Statutes create the statutory offices of Clerk and Treasurer, with the Statutes serving, in effect, as every municipality's local "charter." [Note: In some other states, each local government must adopt its own local "charter", which is somewhat like a local constitution. This is not done in Wisconsin.].

However, Sec. 66.0101, Wis. Stats., allows municipalities to deviate from the statutory requirements for these offices by adopting a special Charter Ordinance. This is a very useful provision for it allows communities to adjust these important administrative offices to best meet the requirements of each community. For example, many communities have found it necessary to make the offices of Clerk and Treasurer appointed and/or consolidated offices in order to

address the practical difficulties of attracting and retaining qualified persons willing to serve. When one considers the fiscal, records management and election responsibilities of these offices and the ongoing training necessary, a community has a significant investment in the people filling these positions.

While enacting a Charter Ordinance may sound intimidating, that is really not the case. A Charter Ordinance requires no special public notices or hearings prior to consideration and adoption by the Common Council. In addition to a number of technical requirements which must be addressed in Charter Ordinances, Sec. 66.0101(2), Wis. Stats., requires that a Charter Ordinance be adopted by a two-thirds majority vote of the members elect of the Common Council, not a simple majority vote. The meeting notice/aganda would need to list the title of the Charter Ordinance to be considered..

Following adoption of the Charter Ordinance, the City shall publish the Charter Ordinance in the official newspaper as a Class I notice. In addition, the City must forward a certified copy of the Charter Ordinance to the Wisconsin Secretary of State following adoption.

A key difference between a regular ordinance and a Charter Ordinance is that Sec. 66.0101, Wis. Stats., imposes a 60 day delay following adoption of a Charter Ordinance before it can go into effect. For a period of 60 days following adoption of a Charter Ordinance, state law provides that a petition may be circulated demanding a referendum on the Charter Ordinance, signed by the number of City electors equal to not less than 7% of the votes cast in the City for governor at the last general election, such petition to be filed with the City.

In my experience, I have only seen such a citizen petition-driven referendum occur in a single community, and that was over consolidating the offices of clerk and treasurer where the incumbent treasurer spearheaded the petition drive because her job would be eliminated with the consolidation. In that case, while the petition was successful in getting a referendum held, the referendum vote overwhelmingly supported the Charter Ordinance's consolidation of the clerk and treasurer positions and the change went into effect. In the great majority of Charter Ordinance enactments around the state, Charter Ordinances have been adopted by the governing bodies without any citizen petitions for a binding referendum.

Sec. 66.0101, Wis. Stats., also provides for an alternative option for the governing body itself calling an advisory referendum prior to adopting a Charter Ordinance. This is rarely done and is not a requirement.

Creating an Administrator Position – Some Considerations:

Enclosed you will find a Charter Ordinance abolishing the present City Clerk-Treasurer position and replacing it with a combined City Administrator-Clerk-Treasurer position. The Charter Ordinance incorporates provisions of the Durand position description you provided me along with many additional provisions I am recommending. Please let me know if it is satisfactory or whether any modifications are needed.

Given the growing popularity of Administrator positions, local officials are often surprised to learn that the Wisconsin Statutes are entirely silent on the position of the Administrator – the position of Administrator and its authority and responsibilities are entirely established by local ordinance. For this reason alone, it is important for a governing body creating an Administrator position to

be detailed in its ordinance and related documents like position descriptions when establishing the position. I recommend a detailed ordinance in this instance instead of relying too heavily on a position description for the simple reason that an ordinance is legally stronger, an official enactment of a "local law" by a governing body. This is especially important since the statutes provide absolutely no authority or parameters governing the position of Administrator. An ordinance confers the highest degree of legal authority. [Note: A position description supplementing the Charter Ordinance remains a good idea, the right document in which to outline recruitment items such as qualifications, experience requirements, etc.].

A word of caution: It is important that City officials be "on the same page" as to what their expectations are regarding the new Administrator position – and that those expectations be reflected in the Charter Ordinance and related documents. I have observed some communities elsewhere create an Administrator position without a lot of prior consideration other than a desire to have municipal operations be "run more like a business" which can, in practice, set up a new Administrator to fail. Under such a scenario, organizational structure and authority have not been properly clarified regarding the Administrator's relationship with existing employees and powers may be unclear regarding such things as expenditures, supervisory role over employees, etc. For example, is it expected that the Administrator focus on supervising employees and finding efficiencies in municipal operations or is the emphasis to be on economic development and expanding the community's taxbase?

When making the major change in municipal operations by having an Administrator, it is especially important that changes in prior organizational structure and communications be properly explained to employees and members of City boards and committees. Problems have arisen in other communities where employees and department supervisors accustomed to the old practice of bringing concerns directly to elected officials attempt to sidestep reporting and being accountable to the new Administrator by trying to keep using the old practices – if the Council allows too much of this, the authority of the Administrator is undercut and diminished. Simply, creating an Administrator position means changing the old ways of doing things.

Because the position of Administrator is a creature of local ordinances, there are significant differences between municipalities as to how the position and its authority are defined. There are "weak" administrator and "strong" administrator options. The "weak" administrator model typically means that the administrator's powers and duties are essentially that of a clerk-treasurer, with limited supervisory authority or the ability to direct municipal policies. Often this is little more than an honorary title given a veteran clerk-treasurer. A "strong" administrator typically has considerable day-to-day authority over managing employees, making expenditures, guiding municipal services and programs, etc.

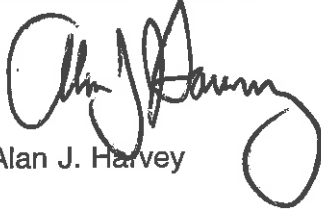
I would like to address some areas where the differences are most evident. Administrator supervisory authority needs to be clear. Do department heads and employees report to the Administrator? Does the Administrator have the authority to direct, evaluate and, if necessary, discipline employees, and recommend employee compensation? The enclosed Charter Ordinance assigns such authority to the Administrator, designating him/her as the Personnel Officer of the City. [Note: Other documents like the City Personnel Manual and organizational chart may require amendment to reflect the role of the Administrator].

Fiscal management and purchasing authority also require clarity. For example, in many communities utilizing the "strong administrator" approach the Administrator may make budgeted expenditures without prior governing body authorizations, while in other communities a "weak

administrator" does not have that authority. The enclosed Charter Ordinance gives the Administrator the authority to make expenditures up to \$5,000 as long as the funds are budgeted. For example, if a new copier or several computers are needed, this would allow the Administrator to research models, seek quotations, and make the purchase provided the funds were authorized in the approved budget. This authority helps "lighten the load" on the Council and allows the Administrator to truly function in a business-like manner, expedite decisions, and create efficiencies.

Please feel free to contact me if you have questions or if I can be of assistance. Please let us know if the Council adopts the enclosed Charter Ordinance or if modifications are necessary.

Sincerely,
COMMUNITY CODE SERVICE

A handwritten signature in black ink, appearing to read "Alan J. Harvey". The signature is stylized with a large, circular flourish at the end.

Alan J. Harvey

AJH:dsk

Enc.

ORDINANCE No. _____

**A CHARTER ORDINANCE ABOLISHING THE
CITY CLERK-TREASURER POSITION
AND CREATING A CONSOLIDATED CITY
ADMINISTRATOR-CLERK-TREASURER POSITION**

The Common Council of the City of Abbotsford, Clark and Marathon Counties, Wisconsin, do ordain as follows:

SECTION I. REPEAL OF PROVISIONS; ADOPTION OF PROVISIONS.

Section 2-3-3 of the City of Abbotsford Code of Ordinances is repealed and replaced with a new Section 2-3-3 which is adopted as follows:

Sec. 2-3-3 City Administrator-Clerk-Treasurer.

- (a) **Position Creation and Purpose.**
- (1) **Consolidated Position Established.** In order that the various officers, officials and employees and departments executing policy and administering the affairs of the City of Abbotsford may operate as efficiently as possible under a system of an elected part-time Mayor and Common Council, and to better ensure professional management of municipal responsibilities and services, the office of City Administrator-Clerk-Treasurer is created.
 - (2) **Position References.** Any references in this Code of Ordinances and other City documents to the position of "City Clerk-Treasurer" or "City Administrator" shall be construed to mean the City Administrator-Clerk-Treasurer position.
- (b) **Statutory Requirements for Consolidated Offices.** Pursuant to Sections 62.09(9) and (11) and 66.0101, Wis. Stats., the City of Abbotsford elects by charter ordinance not to be governed by those portions of Chapter 62, Wis. Stats., which relate to the separate offices, selection and tenure of the offices of City Clerk and City Treasurer and which are in conflict with this Section. The offices of City Clerk and City Treasurer are hereby consolidated and the duties of both statutory offices shall be performed by the person appointed as City Administrator-Clerk-Treasurer.
- (c) **Appointment; Term.** The City Administrator shall be appointed by the Mayor, subject to majority confirmation vote of the members elect of the Common Council. The City Administrator shall hold office for an indefinite term or as prescribed by employment contract, whichever is more restrictive,

subject to removal as provided in Sec. 17.13, Wis. Stats., and City personnel policies.

(d) **Responsibilities.** The responsibilities of the City Administrator shall be, but not limited to, the following:

(1) **Chief Administrative Official.** The City Administrator shall:

- a. Serve as the chief administrative official of the City of Abbotsford, responsible to and under the general direction of the Mayor and Common Council.
- b. Be responsible for implementing policies set forth by the Mayor and Common Council.
- c. Be responsible for City compliance with federal and state laws and City ordinances and adopted policies.
- d. Attend all Common Council meetings and other meetings as directed by the Mayor or Common Council.
- e. Assist City officials with compliance with the Wisconsin Open Meetings Law and Wisconsin Open Records Law.
- f. Assist the Mayor and Common Council in establishing procedures regarding evaluations of City programs and services, including conducting planning sessions with the Common Council and other City bodies.
- g. Provide recommendations to the Mayor and Common Council regarding City programs and services, and any organizational modifications deemed necessary.
- h. Confer with the Mayor, Common Council, department supervisors, and other City governmental bodies about projects, services, and possible issues.

(2) **Supervision of Municipal Operations.** The City Administrator shall:

- a. Be responsible for the proper supervision and administration of all aspects of day-to-day operations, functions and programs of the City.
- b. Have supervisory and administrative authority and responsibility for all City departments, department heads and employees, except where such authority is vested by the Wisconsin Statutes in certain boards and commissions.
- c. Provide management and program leadership for City departments and operations.

(3) **Personnel Management.** The City Administrator shall direct the effective and efficient performance of all City employees, including the following duties:

- a. Assist the Mayor and Common Council in filling employee vacancies, negotiating employee contracts, and making revisions to the City Personnel Manual.
- b. Conduct annual performance evaluations of department heads and ensure the same evaluations are performed by department heads of employees under their supervision. The City Administrator may make recommendations to the Mayor and Common Council

regarding the performance and continued employment status of employees.

- c. Serve as the City Personnel Officer, with responsibilities for the development, implementation, interpretation and enforcement of the City Personnel Manual, associated policies and employment contracts. This includes recommending revisions to City personnel policies and implementing disciplinary actions when warranted. The City Administrator shall recommend compensation for employees not covered by collective bargaining agreements and direct and oversee the process where personnel issues and/or grievances and citizen complaints regarding City personnel are resolved.
- d. Maintain personnel files.
- e. Make interim personnel appointments when necessary.
- f. Implement an internal system by which employees are accountable to the City Administrator regarding their responsibilities and performance of duties.
- g. Participate in the employee grievance process as defined in the City Personnel Manual and various contracts.

(4) ***Implementation of Council Directives; Legislative Management.***

The City Administrator shall:

- a. Effectuate all actions and directives approved by the Common Council which require administrative implementation through the active direction and coordination of the various City departments.
- b. Seek compliance with federal and state laws and administrative rules and City ordinances and resolutions impacting City government and its administration.
- c. Establish and implement administrative procedures to increase the effectiveness and efficiency of City government which are fully consistent with approved directives and policies established by the Common Council.
- d. Disseminate information concerning proposed and current federal, state and county legislation and administrative rules affecting the City and submit appropriate reports and recommendations thereon to the Common Council.
- e. Provide recommendations to the Mayor and Common Council regarding modifications to the City of Abbotsford Code of Ordinances.
- f. Assist legal, engineering and planning professionals in maintaining the Code of Ordinances, City Personnel Manual, and various municipal policies and procedures.
- g. Represent the City in matters involving legislative and intergovernmental affairs as required.

(5) ***Establishment of City Goals and Objectives; Communications.*** The City Administrator shall:

- a. Submit, as deemed necessary, recommendations or suggestions for improving the health, safety or welfare of the citizens of the City,

institute and direct a system whereby City departments, as well as persons having business with the Mayor and/or Common Council or any City department, may properly and efficiently conduct such business.

- b. Establish and maintain procedures to facilitate communication between citizens and City government to ensure that complaints, grievances, recommendations, and other matters receive prompt attention and that all such matters are expeditiously resolved.
 - c. Maintain effective communications with the public through press releases and providing an effective City government website.
- (6) **General Budget and Fiscal Management Responsibilities.** In assisting the Mayor and Common Council, the City Administrator shall:
- a. Prepare and manage the annual City general fund, operating and capital budgets.
 - b. Administer special financial programs including debt management, investment of surplus funds, property tax stabilization, and grants management.
 - c. Assure that the City's financial operations are subject to adequate internal controls.
 - d. Coordinate the activities associated with the City's financial audits.
 - e. Maintain the City's payroll system:
 - 1. Calculate compensation from time cards, run sheets, records, etc.
 - 2. Allocate compensation to appropriate accounts (i.e. parks, utilities, snow removal, law enforcement, weed and grass cutting, etc.).
 - 3. Prepare and issue pay checks.
 - 4. Maintain Wisconsin Retirement System records and federal and state payroll reporting.
 - 5. Prepare payroll allocation reports for worker's compensation, retirement, and other benefits.
 - f. Assist the Mayor and Common Council in the establishment of financial performance goals and the development of City financial and budgeting policies and procedures.
 - g. Recommend financial benchmarks for debt management, property taxation rates, and user rates and fees.
 - h. Review and recommend appropriate user fees and license fees for City utilities, recreation user fees, special use fees, and City-issued licenses.
 - i. Maintain all contracts to which the City is a party to, including such representative contracts as:
 - 1. Emergency medical and fire services with surrounding local governments.
 - 2. Any other contracts.

- j. Administer billings and collections for City utilities, special assessments, ~~ambulance services~~, etc.
 - k. Prepare specifications for and manage insurance coverage and bonds.
 - l. Maintain fixed asset records of the City of Abbotsford, including, but not limited to:
 - 1. Major City equipment (cost, service life, depreciation, insurance value).
 - 2. Infrastructure (streets, storm sewers, curb and gutter).
 - 3. Water utility assets (meters, mains, service wells, pumps, etc.).
 - 4. Sewer utility assets (mains, laterals, treatment plant, etc.).
 - 5. Emergency services (vehicles, support equipment, etc.).
- (7) **Property Tax Management.** The City Administrator shall:
- a. Serve on the Board of Review and keep the minutes of such body.
 - b. Work with the City Assessor on property assessment valuations.
 - c. Compute the property tax levy for preparation of tax statements, mail tax statements, and collect payments.
 - d. Compute the City's property tax settlements with other taxing entities such as the counties, school district, technical college system, etc.
- (8) **Capital Projects Management.** The City Administrator shall:
- a. Assist the Mayor and Common Council in the establishment and updating of current and long-range objectives, plans and policies.
 - b. Identify financial resources and options for community growth.
 - c. Manage implementation of the Five-Year Capital Improvement Program and other plans authorized in annual budgets.
- (9) **Economic Development.** The City Administrator shall:
- a. Assist the Mayor and Common Council in implementing economic development strategies and plans.
 - b. Recommend potential development incentives and opportunities to the Mayor and Common Council.
 - c. Evaluate and make recommendations regarding new residential and commercial development proposals.
 - d. Prepare special development plans and contracts as directed by the Mayor and Common Council, including for Tax Incremental Financing (TIF) district projects, Business Improvement District (BID) plans, and developer agreements.
 - e. Seek alternative funding sources and grants for City projects and programs.
 - f. Promote the economic well-being and growth of the City through public and private sector cooperation, and coordinate economic development efforts of the City.
- (10) **Purchasing.** The City Administrator shall:

- a. Direct and oversee the City's purchasing policy as approved by the Common Council; obtain bids and quotations; identify possible suppliers and service providers.
 - b. Supervise the purchase of all materials, supplies, and equipment for which funds are provided in the budget; let contracts necessary for the purchase, operation and maintenance of City services and purchased goods authorized by the adopted budget for amounts up to and including Five Thousand Dollars (\$5,000.00); receive bids or proposals for purchases or contracts in excess of Five Thousand Dollars (\$5,000.00) for presentation to the Common Council for approval unless the taking of bids is waived by the Council.
 - c. Inform the Mayor or Common Council concerning any proposed change in service rendered City residents or City-located business which shall appreciably affect either the extent, quality, or cost of such service and purchases.
- (11) **Zoning and Land Use Planning.** The City Administrator shall:
- a. Coordinate the administration of City zoning, land division, extraterritorial zoning, property maintenance, floodplain, shoreland-wetland, stormwater management, and building code ordinances, and recommend amendments to the same as necessary.
 - b. Implement and revise, as necessary, the City of Abbotsford Comprehensive Plan.
- (12) **Constituent and Community Relations.** The City Administrator shall:
- a. Establish procedures and programs to facilitate communication between City government and the public.
 - b. Investigate and/or respond promptly to citizen inquiries, complaints, grievances and recommendations.
 - c. Establish procedures for monitoring and assessing public satisfaction with City services and programs, which may include the use of surveys and informational meetings.
 - d. Provide informational presentations to community organizations as requested and when directed by the Mayor and Common Council.
 - e. Participate in membership and community organizations as requested by the Mayor and Common Council.
 - f. Establish positive relationships with state, county and agency officials and with area governmental units and organizations.
- (e) **Audits.** Annual audits shall be made of the records of the Administrator with the audit to be made by a certified public accountant.
- (f) **Duties as Clerk.** In his/her statutory capacity as City Clerk pursuant to Sec. 62.09(9), Wis. Stats., the City Administrator shall be responsible for performing those duties required by the Wisconsin Statutes for city clerks, including, but not limited to, the following duties:
- (1) Perform all election duties as required by Wisconsin Statute and keep and maintain all election records, voter registrations, and all property used in conjunction with holding of elections.

- (2) Prepare ballots for elections and publish required election notices.
 - (3) Train election poll workers.
 - (4) Supervise elections and tabulation of votes cast, and report and certify election results as required by law.
 - (5) Assist candidates in completing necessary nomination papers.
 - (6) Prepare meeting agendas in cooperation with the Mayor and provide proper notices for the Common Council and other City governmental bodies as required by the Wisconsin Statutes and local ordinances.
 - (7) Publish/post all legal notices as required by law.
 - (8) Serve as legal custodian of all City records in compliance with the Wisconsin Open Records Law except where other custodians are designated; file and preserve all City minutes, contracts, bonds, oaths of office, vouchers, financial records, and other City records and documents not required to be filed elsewhere.
 - (9) Issue City licenses required by ordinance or statute except as otherwise provided.
 - (10) Attend meetings, take minutes and maintain files for the Common Council, and such other official boards, committees and commissions as may be directed.
 - (11) Prepare and distribute reports for the Common Council and for federal and state agencies.
 - (12) Audit and obtain approval on claims charged against the City.
 - (13) Assist the City Assessor in maintaining property assessment records.
 - (14) Administer oaths.
 - (15) File required financial and other reports with federal, state and county agencies.
 - (16) File insurance claims on behalf of the City.
- (g) **Duties as Treasurer.** In his/her capacity as City Treasurer as prescribed in Sec. 62.09(11), Wis. Stats., the City Administrator shall be responsible for performing those duties required by the Wisconsin Statutes for city treasurers, including, but not limited to, the following duties:
- (1) Prepare the tax roll and tax notices required by the State of Wisconsin.
 - (2) Prepare financial statements and fiscal reports.
 - (3) Maintain fiscal records for the City.
 - (4) Make reports to the State on assessments.
 - (5) Prepare and send invoices for services provided by municipal utilities and departments.
 - (6) Perform record keeping, billing, collections, banking, investments, accounting and financial reporting of all City operations, including utilities.
 - (7) Collect all taxes for the City and other taxing bodies;
 - (8) Invest available and/or surplus funds pursuant to the Wisconsin Statutes, City Code of Ordinances and any Council-approved investment policy.
 - (9) Prepare a monthly financial report.

- (10) Maintain payroll records and prepare payroll checks from approved employee time sheets.
- (11) Prepare check vouchers for payment of approved claims for signature.
- (h) **Duties Prescribed by Law.** The City Administrator shall perform such other duties as are prescribed by the Wisconsin Statutes and City Code of Ordinances, and as directed by the Mayor or Common Council. The City Administrator shall be responsible for all the official acts of assistants.
- (i) **Bond.** The City Administrator shall execute to the City a surety company fidelity bond in an amount determined by the Common Council.

State Law Reference: Secs. 62.09 and 66.0101, Wis. Stats.

SECTION II. SEVERABILITY.

If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

SECTION III. CONFLICTING PROVISIONS REPEALED.

All Ordinances in conflict with any provision of this Ordinance are hereby repealed.

SECTION IV. CHARTER ORDINANCE EFFECTIVE DATE.

This Charter Ordinance, pursuant to Sec. 66.0101, Wis. Stats., shall take effect sixty (60) days after passage and publication as provided by law. A certified copy of this Charter Ordinance shall be submitted by City and filed with the Wisconsin Secretary of State.

ADOPTED this _____ day of _____, 2018.

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CLASS B BEER	BUSINESS	P.D.	ISSUED
B-2018-4	ABBOTSFORD FIRST CITY DAYS	WAIVED	7/9/2018 TEMPORARY

OPERATOR'S LICENSE RENEWAL

NUMBER	LAST NAME	FIRST NAME	ENTITY/BUSINESS	ISSUED
OP-2018-14	WHITE	JESSICA	MEDO'S FAMILY STYLE RESTAURANT	9-Jul-18
OP-2018-15	BALDERAS	LISA	MEDO'S FAMILY STYLE RESTAURANT	9-Jul-18
OP-2018-16	CASTILLO	SENON	LA FIESTA BALLROOM	9-Jul-18
OP-2018-17	WEIN	ANGELA	CORRAL BAR & GRILL	9-Jul-18
OP-2018-18	SPATH	BRENDA	CORRAL BAR & GRILL	9-Jul-18
OP-2018-19	WILKE	HOLLY	DOLGENCORP LLC (DOLLAR GENERAL)	9-Jul-18
OP-2018-20	SCHMITT	JACLYN	DOLGENCORP LLC (DOLLAR GENERAL)	9-Jul-18
OP-2018-21	PIERCE	KAY	DOLGENCORP LLC (DOLLAR GENERAL)	9-Jul-18
OP-2018-22	FECHHELM	TRISHIA	DOLGENCORP LLC (DOLLAR GENERAL)	9-Jul-18
OP-2018-23	APFLBECK	JODY	CORRAL BAR & GRILL	9-Jul-18
OP-2018-24	APFLBECK	SERRA	CORRAL BAR & GRILL	9-Jul-18
OP-2018-25	MIRANDA	ISABEL	SUPER MECADO LA TROPICANA	9-Jul-18
OP-2018-26	MENDOZA	CLARIVEL	SUPER MECADO LA TROPICANA	9-Jul-18
OP-2018-27	KONIECZNY	RACHEL	PIZZA HUT	9-Jul-18
OP-2018-28	BACH	SAWYER	PIZZA HUT	9-Jul-18
OP-2018-29	RESLER	SHARON	KWIK TRIP, INC	9-Jul-18
OP-2018-30	CARMAN	CHRISTINA	KWIK TRIP, INC	9-Jul-18
OP-2018-31	KORALLUS	JADE	KWIK TRIP, INC	9-Jul-18
OP-2018-32	JOHNSON	CHARLOTTE	KWIK TRIP, INC	9-Jul-18
OP-2018-33	REUTER	CYNTHIA	KWIK TRIP, INC	9-Jul-18
OP-2018-34	KROENING	TONI	KWIK TRIP, INC	9-Jul-18
OP-2018-35	MEZG-LIMON	DANIEL	KWIK TRIP, INC	9-Jul-18
OP-2018-36	HANSEN	MARCELA	KWIK TRIP, INC	9-Jul-18
OP-2018-37	MILLER	JULIE	KWIK TRIP, INC	9-Jul-18
OP-2018-38	STIEBER	JENFER	SHOPKO HOMETOWN	9-Jul-18
OP-2018-39	PALACIOS	VICTOR	LA FIESTA BALLROOM	9-Jul-18
OP-2018-40	WIESE	DEAN	Abbotsford First City Days	Provisional 9/7/21
OP-2018-41	WIESE	BRENDA	Abbotsford First City Days	Provisional 9/7/21
OP-2018-41	ALBECKT	MICHELLE	Abbotsford First City Days	Provisional 9/7/21

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Minutes from the City of Abbotsford Finance Committee meeting held Wednesday May 23rd, 2018 in the Abbotsford City Council Chambers.

The meeting was called to order at 5:00 p.m.

Those present: Anders, Kramer, Faber, Horacek, Mayor Voss

Also present: Interim Administrator Gau, Deputy Clerk/Treasurer Langenhahn, DPW Manager Stuttgart, Water/Wastewater Director Medenwaldt, Abby-Colby P.D. Chief Bauer, Kevin O'Brien – Tribune Phonograph

Under comments by the chair, Anders stated that the item related to Employee Handbook Changes would be tabled to another month.

Under comments by the public, Kevin O'Brien inquired as to what is meant by "staffing" in the closed session language on the agenda. Anders responded that it has to do with current staffing.

Under **Discuss/ Interim Administrator Gau Role**, Administrator Gau outlined his priorities for the City while he serves in the Interim position.

Under **Discuss/approve April bills – Regular expenditures**, Aprils expenditures were presented to the committee. Motion Faber/Horacek to approve April bills. Motion carried without negative vote.

There was nothing to discuss under **Overtime Report**.

There was nothing to discuss under **incidents/accidents/training**.

Discuss/recommend Employee Handbook revisions was tabled to another month.

Under **Discuss/approve SRO officer**, Chief Bauer described the newly proposed position to the Council including that the City would pay 25% of the cost of the officer. Motion Faber/Kramer to approve SRO. Motion carried without negative vote.

Under **Discuss/recommend adding Interim Administrator Gau to Abbybank, Nicolet, and Forward Financial signature cards**, motion Faber/Horacek to add signature onto cards. Motion carried without negative vote.

There was no action under **Discuss/recommend considering request for proposals for new attorney services**.

CLOSED SESSION

Motion Faber/Horacek to adjourn into closed session pursuant to Section 19.85(1) (c) of the Wisconsin State Statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employment over which the governmental body has jurisdiction or exercises responsibly considering the employment status

Motion to Go into Open Session by Faber/Horacek to return to open session. Motion carried without negative.

Discuss/recommend item, if any from closed session. Committee directed Interim Administrator Gau to hand any personnel matters that may require performance expectations of City Employees. And made no recommendation to City Council pertaining to hiring City Deputy Clerk/Treasurer.

Motion Horacek/ Faber to adjourn at 6: 14p.m. Motion carried unanimously.

12a. June

Minutes from the City of Abbotsford Finance Committee meeting held Wednesday June 20, 2018 in the Abbotsford City Council Chambers.

The meeting was called to order at 4:00 p.m.

Those present: Anders, Faber, Horacek, Mayor Voss. Kramer absent.

Also present: Interim Administrator Gau, & Kevin O'Brien – Tribune Phonograph

Under comments by the chair - None

Under comments by the public - None

Under **Discuss/approve May/June bills – Regular expenditures**, May & some of June expenditures were presented to the committee by Interim Administrator Gau. Motion Faber/Horacek to approve bills in the amount of \$209,480.51. Motion carried unanimously.

Under **TIF expenditures** -was part of the action above.

Under **USDA expenditures** - was part of the action above.

Under **Review Budget Comparison Reports** – Interim Administrator Gau went over the report and identified a few accounts that are over budget or near 80% spent. Gau will need to review these accounts to were they may have been missed coded.

Under **Overtime Report.** - Josh Soyk ½ hr.

Under **Incidents/Accidents/Training.** – None

Under **Discuss/recommend adapting a Charter Ordinance changing the City Clerk/Treasurer position to Administrator/Clerk/Treasurer.** Interim Administrator Gau stated that the City of Abbotsford is presently organized under an appointed Clerk/Treasurer system. However, if the City is going to an Administrator/Clerk/Treasure organization structure, the City will need to Check with Attorney Allen Harvey to review if a Charter Ordinances would need to created. Committed directed Interim Administrator to review this matter with Attorney Harvey.

CLOSED SESSION

Motion Faber/Horacek to adjourn into closed session pursuant to Section 19.85(1) (c) of the Wisconsin State Statutes for the purpose of considering the employment status of a public employee over which the Common Council exercises jurisdiction, including discussion regarding duties and responsibilities of employee in City Utilities and discussion of conduct and performance expectations for a City employee. And Section 19.85(1) (e), Wis. Stats. for the purpose of deliberation or discussion of the expenditure of public funds which for competitive reason requires a closed session, including discussion regarding hiring City Deputy Clerk/Treasurer.

Roll Call: Horacek Y, Faber Y, Anders Y.

Motion to Go into Open Session by Faber/Horacek to return to open session. Motion carried without negative.

Discuss/recommend item, if any from closed session. Committee directed Interim Administrator Gau to handle any personnel matters that may require performance expectations of City Employees. And made no recommendation to City Council pertaining to hiring City Deputy Clerk/Treasurer.

Motion Horacek/ Faber to adjourn at 6: 14p.m. Motion carried unanimously.