

# City of Abbotsford

PO Box 589, 203 N. First Street, Abbotsford, WI 54405

City Hall (715) 223-3444

Fax (715) 223-8891

## AGENDA FOR THE SPEICAL COUNCIL MEETING TO BE HELD

May 30, 2018 AT 6:00 PM

IN THE COUNCIL CHAMBERS OF THE ABBOTSFORD CITY HALL  
203 NORTH FIRST STREET, ABBOTSFORD WI

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. Discuss with Professor Stephen Hintz PAA- Organizational make up of small communities.
5. Discuss Interim Administrator Gau Role.
6. Considerations before the Council.
  - a. Discuss/approve Satisfaction of Mortgage Schilling Property (Release)
  - b. Discuss/approve revisions to developers agreement for Abbyland LLC (ABBOTSFORD NORTHSIDE APARTMENTS, LLC)
  - c. Discuss/approve Quotes for Access Road 4<sup>th</sup> Ave. Criag will have final Quotes for meeting
  - d. Discuss/approve City Hall Rental-Weekends. Criag will provide information at the meeting
  - e. Discuss/approve School Resource Office (SRO).
  - f. Discuss/approve adding Interim Administrator Gau to Abbybank, Nicolet, and Forward Financial signature cards.
  - g. Discuss/approve changing regular working hours at City Hall
  - h. Discuss/approve changing regular council meeting to 1<sup>st</sup> Tuesday of each month
  - i. Consideration of motion to adjourn into closed session pursuant to Section 19.85(1) (e), Wis. Stats. for the purpose of discussion of the expenditure of public funds which for competitive reason requires a closed session, including discussion regarding hiring temper staff for office functions.
  - j. The Council will reconvene into open session to take any action deemed necessary as a result of the closed session discussions.
7. Adjourn

Interim Administrator Gau Role  
Of Duties

- Schilling Property –Assists Craig
  - Satisfaction of Mortgage Schilling Property (Release) May 30<sup>th</sup> Meeting
  - Final Developers Agreement May 30<sup>th</sup> Meeting
  - Amending TID 6-7 June 6<sup>th</sup> Council Meeting
  - Infrastructure Bonding for Northside Apartments June 6<sup>th</sup> Council Meeting
- TID 5 Chelt Development Waldinger Agreement
  - Review 2010 agreement to Actual Development Agreement vs. Actual Tax Increment
- USDA
  - Satisfaction of Judgment
  - May 10, 2018 SEH payment
  - Contact Julie Giese, Loan Spec. Grant Reimbursement \$500K
- CDBG-PF Grant 2<sup>nd</sup> Street Project (David Pawlisch Dir. BCD)
  - Review Grant 50-50 split
  - Review MSA Invoices for reimbursement
  - Set up project cost split by departments-Public Works
  - Set up reimbursement payment schedule
- Safe Routes to School WDOT Grant (80% Fed./State -10% City-10% School) 2019 Project.
  - Review MSA invoices for reimbursement
  - Set up a reimbursement payment schedule
  - Reimbursement grant request from WDOT
  - Reimbursement request from ABBY School Dist. (Sherry Baker)
- Work on Day to Day issues with Staff & Council Members

6a.

## Satisfaction of Mortgage Schilling Property (Release)

On May 29<sup>th</sup> in the afternoon Doris Schilling signed the Satisfaction of Mortgage this released the lain all the property that was purchased by the City on April 11, 2018. The satisfaction was agreed upon with the stipulation of Promissory Note dated April 11, 2018.

“The principal sum shall be payable by the maker in three equal annual installment of Forty Thousand and No/100ths Dollars (\$40,000.00) commencing on January 1, 2019, and following hereafter on January 1, 2020, and on January 1, 2021, on which date the principal sum remaining unpaid shall be payable in full.”

Recommend Action M\_\_\_\_\_ S\_\_\_\_\_ to accept the Satisfaction of Mortgage of the Doris Schilling property transaction, subject to payment term stated in the Promissory Note dated April 11, 2018. The remaining payments shall be expenditures of an amended TID 7 and commented payment to be set up in an escrow fund.

6b.

## Revised Developers Agreement ABBOTSFORD NORTHSIDE APARTMENTS, LLC

On May 30<sup>th</sup> City Attorney, Emilu Starck, Abbyland, Paul Hess & Interim Administrator Gau reviewed the final draft of developers agreement for subject project. The following is the main points of the agreement:

- **Purchase and Sale.** Zero and no/100 Dollars (\$0.00). At closing developer receives Twenty Thousand and No 100ths Dollars (\$20,000.00)
- **Development of the Land.** Developer agrees to construct two residential apartment buildings, first building shall occur in 2018. Second building shall occur within five (5) years from the date of this Agreement. Developer agrees to a guaranteed minimum tax assessment value of \$2.4 million in 2018. The Developer furthermore agrees to a guaranteed minimum tax assessment value of \$4.8 million, and to pay taxes on the construction cost of \$4.8 million, upon completion of the second building. Developer agrees to waive the ability to dispute the assessed value or taxes with the City of Abbotsford assessor for a period of twenty (20) years. Developer fails to utilize the Land for the purposes contemplated under this Agreement, or to timely construct the improvements on the Land, including the Facilities, contemplated under this Agreement, this Agreement shall become null and void with respect to such portion of the Land upon which the Facilities have not been completed, and the Developer shall sell such portion of the Land to the City for one and no/100 dollars (\$1.00) per acre upon demand by the City.
- **Permits and Licenses.** City shall provide Developer with five (5) buildable sites. City shall be responsible and pay the costs, with Developer's cooperation, of any required wetland permitting and/or delineation. City shall be responsible and pay the costs, with Developer's cooperation, of any required wetland permitting and/or delineation. Developer shall be responsible and pay the costs, with the City's cooperation, of any other required permits or licenses related to the Land and Developer's proposed use of the Land, including, but not limited to, the Facilities.
- **Utilities.** The City shall supply the Land with laterals for water, sanitation and storm sewer within the street right of way.
- **City's Right to Construct Street.** The City reserves the right to, by October 31, 2018, construct and pave a city street, gutter, and curb on the Land with the location as generally agreed upon by the parties as 4<sup>th</sup> Avenue North of Pine Street within the Right-of-Way.
- **Insurance.** Developer shall provide and maintain or cause to be maintained at all times during the term of this Agreement and, from time to time at the request of the City, furnish the City with certificates of insurance providing proof.

Recommend Action M \_\_\_\_\_ S \_\_\_\_\_ to approve the City of Abbotsford and Abbotsford Northside Apartments, LLC Developers agreement and authorize the Mayor signing the agreement any other documents required in futherance of the agreement and/or to consumate the trasctions comtemplaed by the agreement.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between the **CITY OF ABBOTSFORD**, a Wisconsin municipality having a principal office at 302 N. First Street, Abbotsford, Wisconsin 54405 (the “City”), and **ABBOTSFORD NORTHSIDE APARTMENTS, LLC**, a Wisconsin limited liability company (“Developer”) having a principal office at 502 E. Linden Street, Abbotsford, Wisconsin 54405.

### RECITALS:

- A. Developer wishes to purchase from the City that certain real estate identified on Exhibit A attached hereto and incorporated herein by reference (the “Land”)<sup>1</sup>.
- B. Developer has requested approval from the City for certain proposed development on the Land.
- C. The City has approved the sale of the Land to Developer and Developer’s plans for development thereof, subject to certain conditions and restrictions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, moving from one party to the other, receipt of which is hereby acknowledged, it is hereby agreed to as follows:

- 1. **Recitals.** The above recitals are hereby incorporated by reference.
- 2. **Purchase and Sale.**

(a) Purchase and Sale. The City hereby agrees to sell the Land to Developer for a purchase price of Zero and No/100th Dollars (\$0.00). At the Closing (as defined below), the City shall execute a warranty deed to Developer. The City shall, at Closing, convey the Land free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants, general taxes levied in the year of Closing, restrictions contained in this agreement, and other title matters acceptable to Developer. Legal possession of the Land shall be delivered to Developer on date of Closing. Upon Closing, the City shall deliver to Developer Twenty Thousand and No/100ths Dollars (\$20,000.00) in immediately available funds.

(b) Title; Closing Costs. The City shall furnish and deliver to Developer for examination at least ten (10) days prior to June 30, 2018, the date set for closing (the “Closing”), an Owner’s Policy of Title Insurance in the amount of the assessed value of the Land, showing Developer as the insured, written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guarantee the City’s title to be in condition called for by this Agreement, except for mortgages, judgments, or other liens which will be satisfied at the Closing or as otherwise agreed upon between the parties. A commitment by such a title company, agreeing to issue such a title policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance. If title is not acceptable for Closing, Developer shall notify the City in writing of objections to title by the time set for Closing. In such event, the City shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the

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<sup>1</sup> The final legal description of the Land shall be established by the survey (as called for in the Agreement) or title insurance commitment as required by the Agreement.

time for Closing shall be extended as necessary for this purpose. In the event that the City is unable to remove the objections, Developer shall have five (5) days from receipt of notice thereof to deliver written notice waiving the objections, and the time for Closing shall be extended accordingly. If Developer does not waive the objections, Developer may terminate its agreement to purchase the Land by notice to the City, or Developer may elect to proceed to Closing. The City shall pay the cost of such title commitment and title insurance. The City shall also pay for the cost of a survey of the Land. Developer shall be responsible for and shall pay the cost of recording the Warranty Deed and any other Closing costs incurred by Developer and not otherwise provided herein.

3. **Development of the Land.** Developer agrees to construct two residential apartment buildings on the Land and make other related improvements to the Land (collectively, the “Facilities”). The construction and completion of the first building shall occur in 2018. The construction and completion of the second building shall occur within five (5) years from the date of this Agreement. The Developer agrees to a guaranteed minimum tax assessment value of \$2.4 million in 2018 and to pay taxes on the construction cost of \$2.4 million in 2018. The Developer furthermore agrees to a guaranteed minimum tax assessment value of \$4.8 million, and to pay taxes on the construction cost of \$4.8 million, upon completion of the second building. Developer agrees to waive the ability to dispute the assessed value or taxes with the City of Abbotsford assessor for a period of twenty (20) years. Unless otherwise provided in this Agreement, Developer shall construct the Facilities and have them available for occupancy at Developer’s cost and expense in accordance with this Agreement. Completion for purposes of this Agreement shall mean issuance of occupancy permits, which the City shall not unreasonably withhold. All work on the Facilities performed by or on behalf of the Developer shall be done in a workmanlike manner consistent with commercial standards. In the event that the Developer fails to utilize the Land for the purposes contemplated under this Agreement, or to timely construct the improvements on the Land, including the Facilities, contemplated under this Agreement, this Agreement shall become null and void with respect to such portion of the Land upon which the Facilities have not been completed, and the Developer shall sell such portion of the Land to the City for One and No/100th Dollars (\$1.00) per acre upon demand by the City.

4. **Permits and Licenses.** The City shall provide Developer with five (5) buildable sites. Unless otherwise provided herein, the City shall be responsible and pay the costs, with Developer’s cooperation, of any required wetland permitting and/or delineation. The parties acknowledge that there are wetland issues with respect to the proposed building site for the fifth building as illustrated on Exhibit B (the “Fifth Site”). If the City determines that it is not in the City’s best interest to incur costs associated with wetland issues related to the Fifth Site, the City will have the option to offer Developer, at no cost but with Developer’s commitment to build, the adjacent building site located north of the proposed Swamp Buck Drive as illustrated on Exhibit C (the “Alternate Site”). Developer shall be responsible and pay the costs, with the City’s cooperation, of any other required permits or licenses related to the Land and Developer’s proposed use of the Land, including, but not limited to, the Facilities.

5. **Utilities.** The City shall supply the Land with laterals for water, sanitation and storm sewer within the street right of way.

6. **Compliance with Applicable Laws.** Developer shall comply with all applicable laws, ordinances, rules, and regulations in effect as promulgated by all governmental bodies having appropriate jurisdiction thereof, as to the use of the Land and the construction of the Facilities.

7. **City’s Right to Construct Street.** The City reserves the right to, by October 31, 2018, construct and pave a city street, gutter, and curb on the Land with the location as generally agreed upon by the parties as 4th Avenue North of Pine Street within the Right-of-Way.

8. **Easements.** Developer shall grant to the City such utility and drainage easements as well as any other easements or access rights that are reasonably determined by the City to be necessary or appropriate to the performance of City's obligations or enjoyment of rights or use of the Land.

9. **Insurance.** Developer shall provide and maintain or cause to be maintained at all times during the term of this Agreement and, from time to time at the request of the City, furnish the City with certificates of insurance providing proof of coverage and records providing proof of payment of premiums on (a) comprehensive general liability insurance or its equivalent naming the City as an additional insured with limits against bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00) for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); (b) Worker's compensation insurance, with statutory coverage according to the laws of the state of Wisconsin; and (c) property insurance, naming the City as an additional insured, covering the Land and all improvements thereto (including, without limitation, the Facilities) in an amount equal to not less than the full replacement value of such Land and all improvements thereto, including, without limitation, the Facilities. The policies of insurance shall be in form and substance reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the state of Wisconsin. In the event of a loss or damage to the Land or any improvements thereto (including, without limitation, the Facilities) covered by the property insurance the Developer is required to provide and maintain pursuant to this Section, the Developer shall promptly repair, replace or reconstruct the damaged or lost Land or improvements thereto (including, without limitation, the Facilities) and shall apply the proceeds of insurance for that purpose.

10. **Indemnification.** Each party (as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, and their respective agents, employees, elected or non-elected officials, and contractors (as the "Indemnified Party") from any and all claims, damages, liabilities, losses, or expenses, of any kind or nature, including attorneys' fees, which one or more of the same may suffer or be held liable, arising out of or resulting from (a) the breach by the Indemnifying Party of the terms of this Agreement, including, but not limited to, any representations or warranties made hereunder, or (b) the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, contractors, or others for whom the Indemnifying Party may be responsible but excluding the Indemnified Party.

11. **Disclaimer; Limitation of Liability.** THE CITY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO THE LAND, THE PROJECTS OR THE WORK PERFORMED OR TO BE PERFORMED WITH RESPECT THERETO, THE SUITABILITY OF THE LAND FOR THE DEVELOPER'S INTENDED USE OF THE LAND OR FOR ANY OTHER PURPOSE OR USE OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AS TO THE CONDITION OF THE LAND, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WHATSOEVER SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES, WHETHER FOR LOST PROFITS, LOST REVENUES, OR OTHERWISE, REGARDLESS OF WHETHER THE PARTIES MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. ANY OBLIGATION OR LIABILITY WHATSOEVER OF CITY WHICH MAY ARISE AT ANY TIME UNDER THIS AGREEMENT OR ANY OBLIGATION OR LIABILITY WHICH MAY BE INCURRED BY CITY PURSUANT TO ANY OTHER INSTRUMENT, TRANSACTION, OR UNDERTAKING CONTEMPLATED HEREBY SHALL NOT BE PERSONALLY BINDING UPON, NOR SHALL RESORT FOR THE ENFORCEMENT THEREOF BE HAD AS TO THE ASSETS OR PROPERTY OF, CITY'S ELECTED OR NONELECTED OFFICIALS,

BOARD MEMBERS, EMPLOYEES, OR AGENTS, REGARDLESS OF WHETHER SUCH OBLIGATION OR LIABILITY IS IN THE NATURE OF CONTRACT, TORT, OR OTHERWISE.

12. **Closing Conditions.** All obligations in this Agreement are conditioned upon the following:

(a) Soils and Environmental Conditions. At all times prior to Closing, Developer, its agents, and representatives shall be entitled, at its sole cost and expense, to conduct an environmental assessment and/or such other testing or site investigation as Developer deems necessary to determine whether the Land is suitable for Developer's intended and permitted uses. This contingency may be invoked by the Developer, in its sole discretion, if Developer determines after such analysis that the Land is not suitable for the intended and permitted uses, by delivering written notice to the City of the same prior to the Closing.

(b) Due Diligence. At all times prior to Closing, Developer, its agents, and representatives shall be entitled, at its sole cost and expense, to conduct inspections of the Land which shall result in reports being prepared for Developer that are satisfactory to Developer in all material respects, and which inspections will include, but shall not be limited to, the rights to enter upon the Land to perform inspections and tests of the Land, including, but not limited to, inspection, evaluation, and testing of any heating, ventilation, and air conditioning systems and all components thereof, the roofs of the buildings on the Land, the parking lots, all structural and mechanical systems within such buildings, including, but not limited to, sprinkler systems, power lines and panels, air lines and compressors, automatic doors, tanks, pumps and plumbing, and all equipment, vehicles, and personal property. This contingency may be invoked by the Developer, in its sole discretion, if Developer determines after such due diligence that the Land is not suitable for the intended and permitted uses, by delivering written notice to the City of the same prior to the Closing.

(c) Governmental Approvals and Permits. The City and Developer, as applicable, is able to timely obtain any and all required governmental approval(s) to allow construction of the Facilities and use of the Land for the Developer's intended purpose. This contingency may be invoked by either party if it determines that it will not be able to obtain such governmental approval(s), by delivering written notice to the other party of the same prior to Closing.

13. **Defaults and Remedies.** The parties, as applicable, shall be deemed to be in default (herein, a "Default") hereunder if one or more of the following events shall occur:

(a) Either party defaults in the performance or observance of any of the covenants, restrictions, obligations, requirements, and stipulations to be performed and/or observed by such party hereunder, if such default shall continue for a period of thirty (30) days after notice in writing of such default has been given to such party by the other party.

(b) If Developer defaults under this Agreement, the City shall have the right to either (1) terminate its obligations under this Agreement upon thirty (30) days' notice to Developer, or (2) commence an action seeking as its remedy specific performance of this Agreement. If the City defaults under this Agreement, Developer may (1) terminate its obligations under this Agreement upon thirty (30) days' notice to the City, or (2) commence an action seeking as its remedy specific performance of this Agreement.



14. **Right of First Refusal.** In the event that the Developer receives any third party offer to purchase all or any part of the Land which it wishes to accept, the City shall have a right of first refusal to purchase the Land under the same terms and conditions as contained in the third party offer.

15. **Force Majeure.** The parties, in performance of their respective obligations under this Agreement, shall not be responsible for any event of “force majeure,” or unavoidable delay, which shall mean an act of God, an inability to obtain labor, equipment, supplies, or materials in the open market, an enemy action, a civil commotion, an earthquake, a flood, a fire or other casualty, a war, hostilities, or invasion, an insurrection, a riot, mob violence, malicious mischief, sabotage, an unusual failure of transportation, a strike of any labor union, a lockout, a condemnation (other than, with respect to the performance by the City of its obligations, a condemnation by the City), litigation of any law, order, or regulation of any governmental, quasi-governmental, judicial or judicial authority, underground conditions that were not and could not reasonably have been foreseen by the City or Developer, as the case may be, prior to their discovery or occurrence, or any other similar cause not within the reasonable control of the City or Developer, as the case may be (but excluding either party’s insolvency or financial inability to perform), provided that (a) the party which has been delayed shall have notified the other party within ten (10) business days of the occurrence thereof, and (b) such unavoidable delay shall be deemed to continue only so long as the party whose performance has been unavoidably delayed shall be using reasonable efforts to minimize the effects thereof.

16. **No Waiver.** No waiver of any provision of this Agreement by either party shall be deemed or constitute a waiver of any other provision against the other party, nor shall it be deemed or constitute a continuing waiver unless expressly provided for in a written amendment to this Agreement signed by Developer and the City. A waiver of default under this Agreement shall not be deemed a waiver of any subsequent default or any defaults of the same type. The failure to exercise any rights under this Agreement shall not constitute an approval of any breach.

17. **Amendment or Modification.** This Agreement may be amended or modified only by a written Amendment approved and executed by the City and Developer.

18. **Entire Agreement.** This Agreement and all exhibits hereto represent the entire agreement of the parties hereto. Any prior understanding or writing not contained herein shall be given no force and effect.

19. **Time.** For all purposes hereof, time is of the essence.

20. **Default.** It is hereby agreed that, in the event either party should default under its respective obligations contained herein, the other party reserves the right to avail itself of all remedies available at law or in equity, in order to remedy any such default. Remedies shall include, but not be limited to, stopping all construction of the Facilities.

21. **Severability.** If any part hereof shall be deemed invalid or unenforceable, such a legality or unenforceability shall not affect the remaining portions hereof which can be given effect.

22. **Benefit.** This Agreement is binding upon the successors and assigns of the parties hereto and shall run with the Land. Each party shall not assign its rights hereunder without the prior written approval of the other party.

23. **Notices.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after such notice is mailed, regular postage, addressed to the respective addressed identified above.

24. **Law and Jurisdiction.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any dispute concerning any provision hereof, or in the event of any action to seek enforcement hereof, it is hereby agreed that venue of any such action is in the Circuit Courts for Clark County, Wisconsin.

25. **Miscellaneous/Waiver.** This Agreement shall be binding upon the City, the Developer, and their respective successors and assigns.

26. **Approvals Not a Waiver.** No approval by the City Board, the City attorney, or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the City's ordinances, or any other ordinances, statute, or regulation governing the Land or the Facilities. It is understood that Developer has selected and appointed all contractors to be retained in the construction of the Facilities, and the City shall have no responsibility whatsoever for the contractors or for the quality of and materials or workmanship provided by such contractors. No authority granted herein to the City in connection with the review or approval of the contractors or the Facilities shall be deemed to create any liability whatsoever on the part of the City.

27. **Authority to Execute Agreement.** Each party has full authority to enter into this Agreement and to consummate the transactions described herein. No consent, participation or other authorization is required by any other person or entity in order for the parties to fulfill their respective obligations hereunder. In addition, there is no pending litigation challenging or affecting the legality of the transactions contemplated by this Agreement, or seeking the restraint, prohibition, damages, or other relief in connection with this Agreement, and the same shall not have been instituted by any person, agency, or other entity as of the Closing.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**CITY:**  
**CITY OF ABBOTSFORD**

By: \_\_\_\_\_  
Mayor

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF CLARK     )

Personally came before me this \_\_\_day of \_\_\_\_\_, 2018, the above-named \_\_\_\_\_, who to me represented that they are the Mayor, respectively, of the **City of Abbotsford**, a Wisconsin municipality, and to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**DEVELOPER:**  
**ABBOTSFORD NORTHSIDE APARTMENTS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF CLARK     )

Personally came before me this \_\_\_day of \_\_\_\_\_, 2018, the above-named \_\_\_\_\_, who to me represented to me that he is the \_\_\_\_\_ of **Abbotsford Northside Apartments, LLC** a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**EXHIBIT A**

**Legal Description**

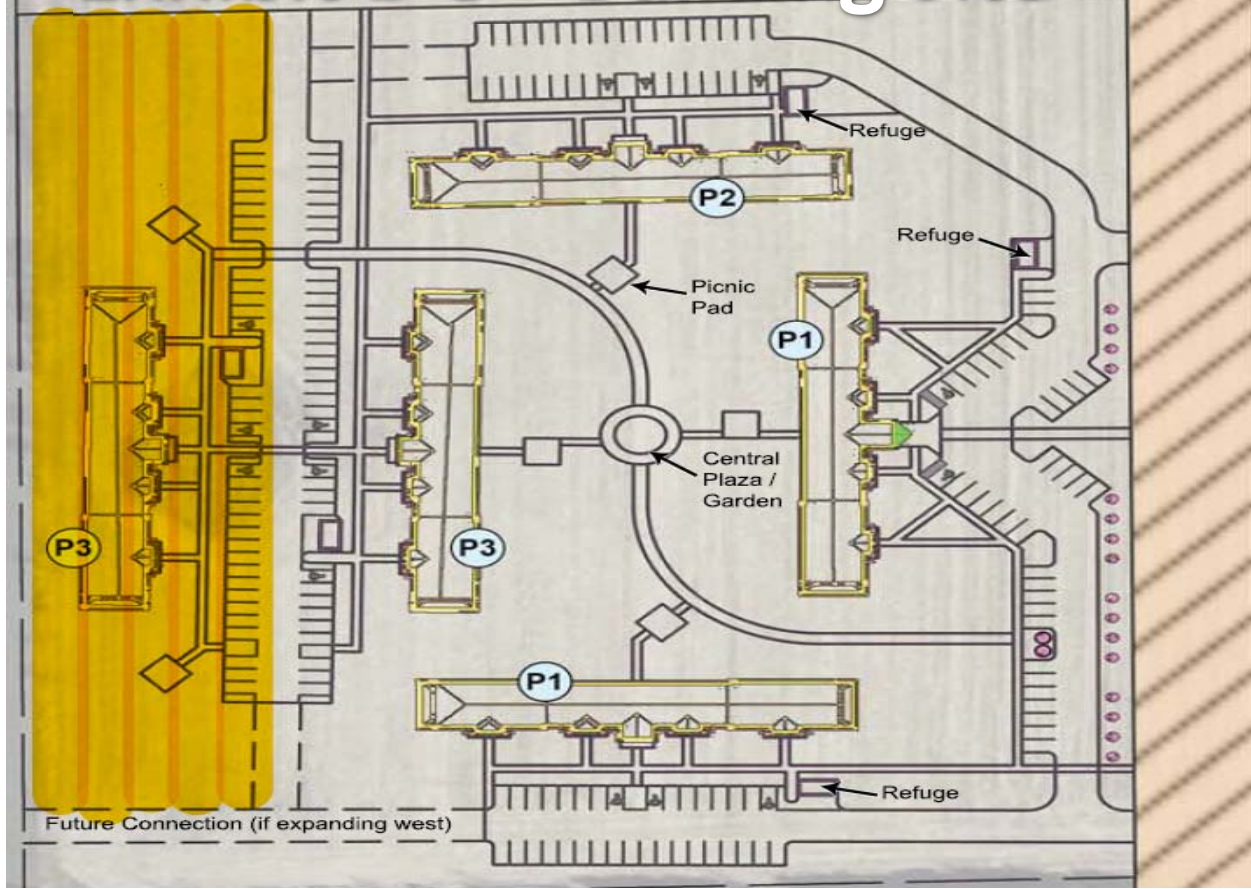
[to be completed]

**EXHIBIT B**

**Fifth Site**

[attached]

# Exhibit B-5<sup>th</sup> Building Site

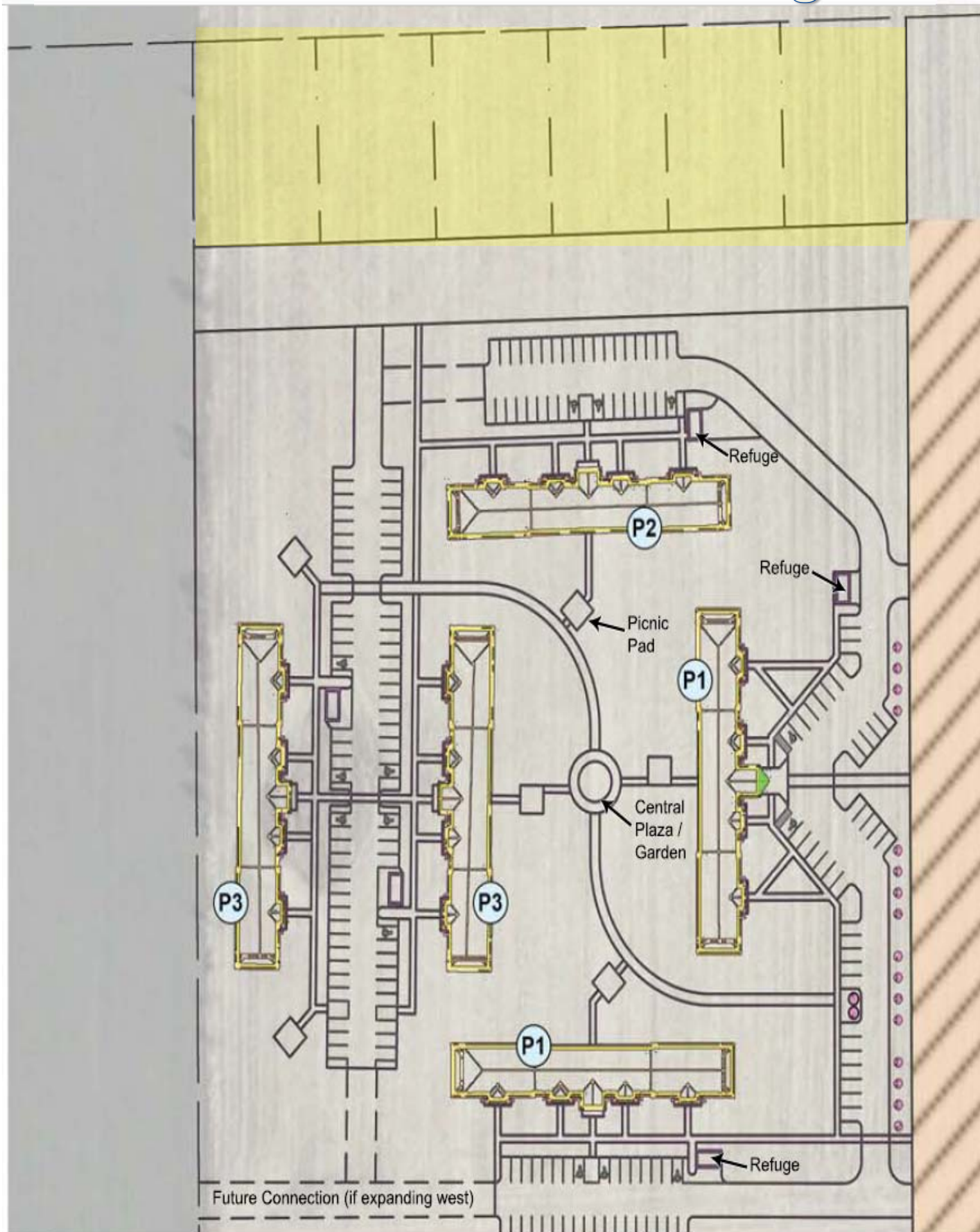


**EXHIBIT C**

**Alternate Site**

[attached]

# Exhibit C-Alternate 5<sup>th</sup> Building Site





Mr. Kolden reviewed the 2017-18 budget update.

Motion by Mr. Elmhorst, seconded by Mrs. Hanson to approve the 66:0301 with Spencer for Shared LMC Director Services for 2018-19 as presented. Voice vote – motion carried.

Motion by Mr. Elmhorst, seconded by Mrs. Lopez to not make up the April 3, 2018 snow day for students and staff. Roll call vote – Motion carried 6-0-1; Yes–Mrs. Ploeckelman, Mr. Elmhorst, Mrs. Hanson, Mrs. Schmitt, Mr. Schmidt, Mrs. Lopez; No- None; Abstain-Mr. Tesmer.

Motion by Mrs. Ploeckelman, seconded by Mrs. Lopez to approve the first reading of revisions to Handbook, Part I, Section 9.09, Emergency Sick Leave Pool. Roll call vote – Motion carried 6-0-1; Yes–Mrs. Ploeckelman, Mr. Elmhorst, Mrs. Hanson, Mrs. Schmitt, Mr. Schmidt, Mrs. Lopez; No- None; Abstain-Mr. Tesmer.

Mr. Kolden updated the Board on the Administrative Procedure for Handbook, Part I, Section 9.09, Emergency Sick Leave Pool.

The Board moved item 10.05 Discuss/Approve Elementary Principal Position to 11.02 Agenda Items Moved from Action Information.

Motion by Mrs. Lopez, seconded by Mrs. Ploeckelman to create a \$35,000 budget for hiring a School Resource Officer and direct administration to develop a mutually acceptable job description with the Police Chief and Abbotsford Administration. Voice vote – motion carried.

Motion by Mrs. Lopez, seconded by Mrs. Schmitt to approve a CPI pool increase of 2.13% for CEA and to distribute this by FTE. Voice vote – motion carried.

Motion by Mrs. Ploeckelman, seconded by Mrs. Lopez, to convene in closed session per Wisconsin Statutes 19.85 c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

11.02 Discuss/Approve Elementary Principal Position

11.03 Superintendent Survey

Roll call vote – Motion carried 7-0; Yes–Mrs. Ploeckelman, Mr. Elmhorst, Mrs. Hanson, Mrs. Schmitt, Mr. Tesmer, Mr. Schmidt, Mrs. Lopez; No- None. 7:33 PM

Motion by Mrs. Ploeckelman, seconded by Mr. Elmhorst, to move from closed session and to reconvene in open session as previously announced. Voice vote - motion carried. 8:35 PM

Motion by Mrs. Ploeckelman, seconded by Mrs. Lopez to create a 1.0 FTE elementary principal position. Roll call vote – Motion carried 4-3; Yes–Mrs. Ploeckelman, Mr. Tesmer, Mrs. Lopez, Mr. Schmidt; No-Mrs. Schmitt, Mrs. Hanson, Mr. Elmhorst; Abstain-None.

The Board set upcoming meeting dates.

Motion by Mr. Elmhorst, seconded by Mr. Schmidt, to adjourn the meeting. Voice vote - motion carried. Meeting adjourned at 8:42 PM.

Respectfully Submitted:

Kristen Seifert, Reporting Secretary

# Colby/Abbotsford Police Commission Meeting

May 14, 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 Heggard, Roger Weideman, Dennis Kramer and Jeremy Totzke. Also present were: Chief Jason Bauer, Deputy Clerk Jessie Polivka, Kevin O'Brien – Tribune Phonograph, Officer Nate Schreiber, Officer John Stubbe and Eric English.

**Public Comment:** None.

**Minutes from the April 9, 2018:** Motion was made by Hederer, seconded by Totzke to approve the minutes from the April 9, 2018 meeting as presented. Motion carried with a voice vote.

**Expenditures:** Motion was made by Hederer, seconded by Heggard to approve the expenditures as presented in the amount of \$22,446.37. Motion carried with a voice vote.

**2018 Election of Officers:** Motion was made by Hederer, seconded by Weideman to nominate Todd Schmidt as President. Nominations were called for three times. Motion by Hederer, seconded by Heggard to close the nominations and cast a unanimous ballot for Todd Schmidt as President. Motion carried with a voice vote.

Motion was made by Weideman, seconded by Kramer to nominate Dan Hederer as Vice President. Nominations were called for three times. Motion by Kramer, seconded by Weideman to close the nominations and cast a unanimous ballot for Dan Hederer. Motion carried with a voice vote.

**Equipment purchase for 2018 Durango:** Chief Bauer would like to see a stalker radar unit installed in the new squad car. Currently his squad has a falcon radar that is not able to clock people in all directions whereas the stalker radar has this capability. All other squad cars currently have the stalker radar. The cost of the new stalker radar would be \$2,650.00. Chief Bauer presented a quote for installing the equipment on the new squad car, the cost of installation from Belco will be \$7,131.85. Motion was made by Kramer, seconded by Weideman to approve the purchase of a stalker radar and the installation of equipment on the new squad in the amount of \$9,781.85. Motion carried with a voice vote.

**School Resource Officer:** The Colby and Abbotsford school districts have approved implementing and funding the position of a School Resource Officer (SRO) into their schools in the 2018-2019 school year. Chief Bauer recommended that the schools have full-time access to the officer for nine months out of the year and the Police Department would have access to the SRO for three months out of the year, which will help cover shift shortages, reduce the amount of overtime paid and help cover vacation requests. The schools will cover 75% of the cost of the officer, with the cities paying 25%. Chief Bauer recommended that the Cities split the cost of the officer 50/50 instead of the normal 55/45 funding split since the officer will be in both schools equally. The 50/50 split would increase each City's budget by approximately \$8,946.00-\$10,735.00 per year depending if the officer would take the department's insurance. The position would be on the same pay scale as the current officers and current officers could apply for the position. The committee questioned if there

is a grant available for this position from the state. Bauer stated that the grant is for security measures in schools, not a personnel position but both schools are still planning to apply for the grant for other security measures. 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 budgets cities. Motion carried with a voice vote.

**Chief's Report:** Chief Bauer introduced Eric English, who is a recent Abbotsford High School graduate. English has been doing an internship with the PD and will be attending NTC fo police science. The department had a good drug enforcement month, with a drug bust in Colby as a result of a joint investigation with Clark County. Clark County is almost done with its radio project. The radios should be reprogrammed next month and Bauer stated it will be a nice improvement from the old system. Once the project is completed the Police Department will see an invoice. ALICE training was completed in both schools last week. Hederer commended Bauer on the outstanding job during the ALICE training. Motion was made by Hederer, seconded by Kramer to accept and file the Chief's Report as presented. Motion carried with a voice vote.

**Meeting date for June:** The next meeting date will be held on Monday, June 11, at 6:30 P.M. at the Colby/Abbotsford Police Department.

Motion was made by Hederer, seconded by Weideman to adjourn at 6:59 P.M. Motion carried with a voice vote.

	<b>2019</b>	<b>Salary</b>	<b>Uniform</b>	<b>Retirement</b>	<b>Social Security</b>	<b>Health Ins</b>	<b>Health Deductable</b>	<b>Dental Ins</b>	<b>Workers Comp</b>	<b>Lexipol</b>	<b>Total</b>
Single SRO		51,672	600	5,529.00	3,953	5,702	2,000	399	1,200	520	71,575
Couple SRO		51,672	600	5,529.00	3,953	11,408	4,000	787	1,200	520	79,669
Family SRO		51,672	600	5,529.00	3,953	17,111	4,000	1,298	1,200	520	85,883
<b>Colby Schools Share</b>				<b>Abbotsford Schools Share</b>				<b>City of Colby</b>		<b>City of Abbotsford</b>	
<b>37.5% of Total</b>				<b>37.5% of Total</b>				<b>50% of 25%</b>		<b>50% of 25%</b>	
Single		26,841		Single		26,841		8,946		8,946	
Couple		29,875		Couple		29,875		9,958		9,958	
Family		32,206		Family		32,206		10,735		10,735	

**6e** F&P COMMITTEE RECOMMENDED TO CITY COUNCIL APPROVAL OF SRO SUBJECT TO CITY REVIEW OF INTERGOVERNMENTAL AGREEMENT.

**6f** F&P COMMITTEE RECOMMENDED TO CITY COUNCIL TO APPROVE ADDING INTERIM ADMINISTRATOR GAU TO ABBYBANK, NICILET, AND FORWARD FINANCE SIGNATURE CASRDS.

## City Hall

### Working Hours

I am recommending that the City Hall hours for being open be changed from 8:00 am starting to 9:00 am and closing at 5:00 pm.

Judy Kalepp Hours: 9:00 am to 1:00 pm – Reg.

Jacob Langenhahn Hours: 11:00 am to 5:30 pm – Reg.

Duane Gau Hours: 8:00am to 4:30 pm – Reg. hours (Tus.-Wed.-Thru.)

**F&P COMMITTEE RECOMMENDED THAT THE FULL CITY COUNCIL REVIEW AND APPROVE INTERIM ADMINISTRATORS RECOMMENDATIONS.**

## Council Meeting

### Date & Time Change

I am recommending that the City Council consider changing their regular council meeting from the 1<sup>st</sup> Monday of the month to 2<sup>nd</sup> Tuesday of each month.

The request is I (Duane Gau) will not be available the 1<sup>st</sup> Monday of the month because of prior commitment. Therefore, I am trying to set up the 1<sup>st</sup> regular meeting of the months be:

- June 5<sup>th</sup>
- July 3<sup>rd</sup>
- August 7<sup>th</sup>

However, Because of the Schilling Property & Northside Apartments, LLC (Harland Schraufnagel) and other outside appearance time frame we will need to have special Council meeting on **May 30, 2018 at 6:00 pm and June 6, 2018 at 5:30 pm. NO MEETING FOR JUNE 5<sup>TH</sup>.**

FINANCE & PERSONNEL COMMITTEE RECOMMEND THAT COUNCIL REVIEW THE RECOMMENDATIONS OF INTERIM ADMINISTRATOR FOR SETTING COUNCIL MEETINGS.

May 30, 2018

## Close Session Issues

- Kelly Services Agreement
  - Exhibit A only applies to one Candidate that will work part time that is Louella L. Terms: \$20.00/hr. for unlimited of time until no longer require services (\$20.00 X 24hrs./week X 12 weeks = \$5,760.00 or Conversion of assigned employee (24 hrs./week – 3 mos.).

(A) Annualized Pay @ pay rate/hour	\$20.00	\$41,600
(B) Direct Hire Fee % & \$	18% or	\$7,488.00
(C) Hours Worked	EXAMPLE	288
(D) Percentage of Hours Worked (out of 520 hours)	55.38%	
(E) Conversion Fee (B*(1-D))		\$3,340.80
(F) Replacement Fee		\$0
(G) Total Fee (E+F)		\$3,340.80

If converted the total price will be \$5,760.00 + \$3,340.00 = **\$9,100.00**

- Retired Thorp Clerk Ellen Schmidt,
  - Came into our office today to review Work Horses software. She was comfortable with working with the update software. She also meet Jacob and I and went over our work needs, Jacob also had concerns with upcoming elections. Ellen can work one day a week 8-10 hrs. on Wednesday at a rate of \$18,00/hr. She would be classified and temporary employee on the City payroll. (\$18.00 X 10hrs./week X 12 weeks = \$2,160.00)
- Staff recommends hiring Ellen Schmidt for 8-10 hrs./ week at \$18.00/hr. Starting next Wednesday June 6, 2018. This would be the recommended motion out of close session.