

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 COUNCIL MEETING TO BE HELD

May 7, 2018 AT **5:30 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. The Council will tour the Development site 4th Avenue/Pine Street/3rd Avenue
3. Comments by the Mayor
4. Comments by the Public
5. Minutes from the Council held April 2, 17, & 18, 2018 (Page 3-8)
 - a. Waive the reading and approve the minutes
6. Considerations before the Council
 - a. Appointment of Alderperson for Ward 1 & 6
 - b. Discuss/approve rescind/reconsider of motion authorize the Mayor and City Council President and legal counsel to work on changes to the City Ordinance and Job description, including change to hourly pay at the rate of \$22.31 effective at the beginning of the next pay period.
 - c. Discuss/approve Resolution of Appreciation 2018-1 Loren Voss
 - d. Discuss/approve Developers Agreement with Abbotsford Northside Apartments, LLC
 - e. Discuss/approve MSA contract – Schilling Subdivision

Committee Reports

7. Central Fire/EMS (Faber)
 - a. Central Fire & EMS update
 - b. Minutes from April 18, 2018 (Page 9-29)
 - c. Discuss/approve sign on Public Safety Building
 - d. Discuss Paramedic service charge
 - e. March Financials
 - f. Chief's Report
8. Library (Horacek)
 - a. Minutes from April 11, 2018 (Page 30-31)
9. Finance (Anders)
 - a. Minutes from April 16, 2018
 - b. Discuss/approve garbage rate increase of \$1.35/month
10. Public Works/Water/Waste Water (Faber)
 - a. DPW Update (Stuttgen)
 - b. Discuss/approve USDA expenditures - \$280,395.65

- c. Minutes from April 25, 2018 (Page 32)
 - d. Discuss/approve 4 Year sewer plan - \$10,000
 - e. Discuss/approve Winter Hours at Dump Site
 - f. Discuss/approve selling Plow Truck
11. Discuss/approve Police Commission
- a. Police Minutes from March 12, 2018 (Page 33-34)
 - b. Police bills in amount of \$17,937.91 (Page 35-40)
 - c. Discuss/approve a small agreed upon service audit, at a cost not to exceed \$1,700 for the 2018 fiscal year with the audit completed in 2019
 - d. Discuss School Resource Officer with the school districts and the two city councils
12. Plan Commission
- a. Minutes from April 18, 2018
13. License and Building (Anders)
- a. Original Operator License
 - i. Jordyne Friedenfels - Shopko
 - ii. Vesta Olson – Cenergy LLC
 - b. Building Permits:
 - i. Dillion Viegut – 308 S First Ave - \$8,000
 - ii. Alejandro Urbina – Repairs - \$65,000
14. Chamber of Commerce
- a. Next meeting is May 9, 2018
15. Discuss/recommend options/ideas for City hall staffing
16. Review/approve PAA Service Contract for City Clerk/Treasurer position
17. Set additional committee meetings on the calendar (Page 44-45)
18. Adjourn

Minutes from April 14, 2018 Abbotsford Reorganizational Meeting held in the Abbotsford City Council Chambers

Mayor Voss **called the meeting to order** at 5:00 p.m.

Roll call: Mayor Voss, Anders, Horacek, Totzke, Faber, Weideman, and Kramer

Others present: Clerk Lopez, DPW Stuttgen, Water Wastewater Manager Medenwaldt, Kevin Wolf – Ruder Ware, and Kevin O’Brien – Tribune Phonograph

The **Pledge of Allegiance** was heard

Under **comments by the Mayor**, Mayor Voss stated this has been a very trying year and she thanked the Council and the Employees for their dedication to the City.

There were **no comments by the Public**.

Under Nomination of **Council President**, nomination Weideman/Totzke for Faber. Nomination Anders/Clement for Kramer. A ballot vote was taken, Faber received 4 votes and Kramer received 3 votes. Faber is the 2018 Council President.

Under **discuss procedure for Appointment of Alderman for Aldermanic District 1**, it was stated an ad will be placed in the Tribune Phonograph requesting interested parties to come to the May 7, 2018 City Council meeting for appointment.

Under Discuss/approve **Committee appointments**, the Chairman of Police was changed from Weideman to Totzke and Clement was removed from License and Ordinance and was replaced with Clement. Motion Anders/Faber to accept the changes to the Committee appointments as presented. Motion carried without negative vote.

The **Proclamation for Fair Housing Month** was presented.

Motion Anders/Totzke to **approve an Operator License** to Chadwick L. Kayhart for Fiesta Ball Room. Motion carried without negative vote.

Motion Anders/Faber to **adjourn into closed session** pursuant to Wisconsin Statute § 19.85 (1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved for the purpose of receiving an update on the S.E.H. billing dispute from Attorney Kevin Wolf

Roll call: Anders – yes, Horacek – yes, Totzke – yes, Clement – yes, Horacek – yes, Faber – yes, Weideman yes, and Kramer – yes

Motion Faber/Anders to **authorize Ruder Ware to offer a settlement judgement of \$262,500 to S.E.H.** Roll call vote: Anders – yes, Horacek – yes, Totzke – no, Clement – yes, Faber – yes, Weideman – yes, and Kramer – yes Motion carried 6:1

Motion Faber/Anders to **adjourn** at 6:21 p.m. Motion carried without negative vote.

**CITY OF ABBOTSFORD
COMMITTEE APPOINTMENTS
2018-2019**

FINANCE

GERRY ANDERS-CHAIR
DENNIS KRAMER
BRENT FABER
PETE HORACEK

FIRE DISTRICT BOARD

BRENT FABER
GERRY ANDERS

BOARD OF REVIEW

PETE HORACEK
DENNIS KRAMER
JEREMY TOTZKE
MAYOR VOSS

POLICE

ROGER WEIDEMAN
DENNIS KRAMER
JEREMY TOTZKE - CHAIR

ROOM TAX

RALPH HLAVIN-CHAIR
LORI VOSS
DENNIS KRAMER
JUDY KALEPP
ERIC REIS

PUBLIC WORKS/WATER & SEWER

BRENT FABER-CHAIR
CATHY CLEMENT
PETER HORACEK
JEREMY TOTZKE – temp until appointment

LICENSE & ORDINANCE

GERRY ANDERS-CHAIR
BRENT FABER
DENNIS KRAMER
CATHY CLEMENT

LIBRARY

PETER HORACEK

BOARD OF APPEALS

DON MEDENWALDT - CHAIR
ROGER WEIDEMAN
SCOTT CHRISTENSEN
DUWAYNE OLSON
JIM JAKEL
JOHN MUELLER - ALTERNATE
JIM WEIX - ALTERNATE

PLAN COMMISSION

DON MEDENWALDT-CHAIR
JIM JAKEL
CHERYL BAKER
ROGER WEIDEMAN
SCOTT CHRISTENSEN

Minutes from the April 18, 2018 Abbotsford City Council meeting held in the Abbotsford Council Chambers

Mayor Voss **called the meeting to order** at 5:00 p.m.

Roll call: Mayor Voss, Anders, Horacek, Totzke, Clement – late, Faber, Weideman, and Kramer

Others present: Clerk Lopez, Judy Kalepp, Sue Sossaman, John Mueller, David Rueden, and K. O'Brien – Tribune Phonograph

Under **comments by the Mayor**, Mayor Voss explained that she has submitted an open records request to the Clark County Sherriff's Department and at this time there is no available information. It was stated that the Mayor, Council and employees are under the public eye

Comments from the public were heard.

Under **discuss/approve installing time clock for City Hall employee**, motion Anders/Kramer to purchase a time system. Faber volunteered to work with City Hall to come up with an acceptable system. Roll call vote: Anders – yes, Horacek – yes, Totzke – yes, Clement – yes, Faber – yes, Weideman – no, and Kramer – yes Motion carried 6:1

Under **discussion regarding compensation status for the City Clerk/Treasurer position** it was stated that this will be discussed in closed session.

Motion Anders/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 and performance evaluation data of a public employee over which the Common Council has jurisdiction, including discussion regarding performance expectations for City employee and compensation and performance evaluation of the City Clerk/Treasurer employee

Roll call: Anders – yes, Horacek – yes, Totzke – yes, Clement – yes, Faber –yes, Weideman – yes, and Kramer – yes

Motion Anders/Kramer to **convene to open session**. Motion carried without negative vote.

Motion Anders/Kramer to **authorize the Mayor and City Council President and legal counsel to work on changes to the City Ordinance and Job description**, including change to hourly pay at the rate of \$22.31 effective at the beginning of the next pay period.

Roll call: Anders – yes, Horacek – yes, Totzke – no, Clement – yes, Faber – yes, Weideman – no, and Kramer – yes Motion carried 5:2

Motion Anders/Faber to **adjourn** at 7:43 p.m. Motion carried without negative vote.

**CITY OF ABBOTSFORD
RESOLUTION 2018-1
RE: Appreciation of Loren Voss**

WHEREAS, Loren Voss has served as the Alderman of Ward 1 and 6 since 2016. She has been as a valuable member of the governmental team.

WHEREAS, she has served her last term as Alderman of Ward 1 and 5 for the City of Abbotsford as of April, 2018; Loren Voss has held a leadership role in our Police Commission and has been an instrumental leader in the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Abbotsford, on behalf of the City of Abbotsford, its employees and residents, formally expresses appreciation to Loren Voss for her years of outstanding service and leadership to the City of Abbotsford.

RESOLVED THIS 7th DAY OF May 2018

Lori Voss, Mayor

ATTEST:

Jacob Langenhahn, Deputy Clerk/Treasurer

Alderman Cathy Clement

Alderman Brent Faber

Alderman Jeremy Totzke

Alderman Peter Horacek

Alderman Roger Weideman

Alderman Gerry Anders

Alderman Dennis Kramer

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

MSA PROFESSIONAL SERVICES, INC.

for

CITY OF ABBOTSFORD

CITY OF ABBOTSFORD SCHILLING SUBDIVISION

The logo for MSA Professional Services, featuring the letters 'MSA' in a bold, red, sans-serif font with a slight 3D effect.

PROFESSIONAL SERVICES

More ideas. Better solutions.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 7, 2018 (“Effective Date”) between CITY OF ABBOTSFORD (“OWNER”) and MSA Professional Services, Inc. (“ENGINEER”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

City of Abbotsford Schilling Subdivision ("Project").

Engineer’s services under this Agreement are generally identified as follows:

- City of Abbotsford Schilling Subdivision (Base Contract)
Engineering services for the preliminary design, final design, and bidding phases of the project.
- Porcupine Lane Street and Storm Sewer- Additive Alternate #1
Engineering services for the preliminary design, final design, and bidding phases of the project.
- Swamp Buck Drive – Additive Alternate #2
Engineering services for the preliminary design, final design, and bidding phases of the project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope of Project*

A. **City of Abbotsford Schilling Subdivision**

- 4th Avenue Street and Utility Extension from Pine St. north approximately 1,150 feet.
 - The new street will include storm sewer, water main, sanitary sewer and a recreational trail from Pine St. north to the intersection of Porcupine Ln.
- Porcupine Lane Street and Utility Extension from Future 4th Ave. east approximately 600 feet to 3rd Avenue.
 - The new street will include storm sewer, water main, and sanitary sewer
 - The roadway and stormsewer is planned to be bid as an Additive Alternate.
- Swamp Buck Drive Street and Utility Extension from Future 4th Ave. east approximately 600 feet to 3rd Avenue.
 - The new street will include storm sewer, water main, and sanitary sewer
 - The roadway is planned to be bid as an Additive Alternate.

1.02 *Scope of Services*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:*
 - 1. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
 - 2. If, due to Engineer's error in breach of the professional standard of care, any required or necessary item or component of the project is omitted from the construction documents, Engineer'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 from the construction documents. It is intended by this provision that Engineer will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration,

processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers,

directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, ENGINEER 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 ENGINEER or ENGINEER's officers, directors, members, partners, agents, employees, or Consultant (hereinafter "ENGINEER"). In no event shall this indemnity agreement apply to claims between the OWNER and the ENGINEER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the ENGINEER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the ENGINEER to defend the OWNER on any claim arising under this agreement.

This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. *Indemnification by Owner:* To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, and ENGINEER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "ENGINEER") 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 OWNER or OWNER's officers, directors, members, partners, agents, employees, or Consultant (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between the ENGINEER 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 the ENGINEER on any claim arising under this agreement.
- C. *Environmental Indemnification:* In addition to the indemnity provided under paragraph above of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers,

partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. - **Not Included**

- E. Exhibit E, Notice of Acceptability of Work. **Not Included**
- F. Exhibit F, Construction Cost Limit. **Not Included**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **Not Included**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

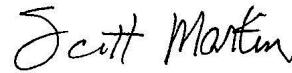
8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
CITY OF ABBOTSFORD

ENGINEER:
MSA PROFESSIONAL SERVICES, INC.



Lori Voss
Mayor

Scott Martin, PE
Vice President, Northern



Jacob Langenhahn
Title: _____

Todd Trader, PE
Team Leader

Address for giving notices:
203 N. First Street
Abbotsford, WI 54405
Phone: 715-223-3444

Address for giving notices:
146 N. Central Avenue; Suite 201
Marshfield, WI 54449
Phone: 715-384-2133

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 7, 2018.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase – Not Included

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. See Attachment 1 to Exhibit A
 6. Furnish one review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 21 calendar days of authorization to proceed with this phase, and review them with Owner. Within five calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner one copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within five calendar days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 - 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 - 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - See Attachment 1 to Exhibit A
 - 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within five days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 - 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit two final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within five calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a. See Attachment 1 to Exhibit A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase – Not Included

A1.06 Post-Construction Phase – Not Included

PART 2 – ADDITIONAL SERVICES*A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and

- performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
 16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
 18. Preparation of operation and maintenance manuals.
 19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
 20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 21. Assistance in connection with the adjusting of Project equipment and systems.
 22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
 23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
 24. Overtime work requiring higher than regular rates.
 25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer

need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

PROJECT DESCRIPTION

The project is a new City owned subdivision on +/- 30 acres of land acquired from the Schilling family. The subdivision is planned to contain both single family and multi-family housing along with stormwater provisions and park land.

SCOPE OF SERVICES

MSA will provide services as set forth below.

I. PRELIMINARY AND FINAL DESIGN PHASE

A. Project Administration

- Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.

B. Quality Assurance/Quality Control

- Employ documented quality-assurance/quality-control procedures throughout project.

C. Project Site Information

- Creation of Subdivision Plat: utilize recorded survey documentation in project area to create a Subdivision Plat for the proposed development.
- 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.
- Hydrant Flow Tests: work with Owner to obtain pressure and flow information for water distribution system in the area of the project.
- Coordinate Soil Test Pits: coordination with soil scientist on soil pit information particularly as they relate to stormwater permitting.
- Wetland Coordination: coordination with wetland consultant to field survey wetland data points, and create wetland map based on assured delineation. Mapping will be supplied to wetland consultant for submittal to WDNR and ACOE.
- Environmental and Historical Review: Desktop evaluation to assess site for potential environmental, historical, or architectural impacts.

D. Platting-Survey Services

- Research: Zoning Regulations, Platting Requirements, Review/Application needs and costs
- Communication: Discuss Project specifics with: Client, Engineer, Objecting/approving authorities, utility companies
- Fieldwork: Temporary and Final staking of lot corners
- Drafting and Calculations: Design a Preliminary Subdivision Plat that meets the requirements of Chapter 236 of the Wisconsin Statutes, the City of Abbotsford, and Clark County. Prepare a Final Subdivision Plat of the same.

- Deliverable Prep: Print Final Subdivision Plat on recordable media, delivery to the City for appropriate signatures, retrieve Subdivision Plat from City and Record it at the Clark County Register of Deeds Office.
- Platting Assumptions:
 - Objecting/Approving Authorities approve the Plat
 - Title Conflicts do not exist
 - Natural features are “typical” and do not hinder the development
 - All new lots are served by Public: Sewer, Water, Roads
 - Private Utilities (i.e. Electric, gas, internet) will provide input on areas needed for their lines
 - Survey is limited to those lands identified by the client and engineer

E. Design – Street/Utility

- Water Design: Develop horizontal and vertical alignments for water main and water loop. Determine valve, hydrant, service and connection locations. Perform required design computations regarding pressure and flow volumes. Prepare construction details.
- Sanitary Sewer Design: Develop horizontal and vertical alignments for sanitary sewer to service the subdivision. Determine structure, lateral, and connection locations. Perform required design computations regarding flow and capacity. Prepare construction details.
- Site/Grading Plan: Prepare a site grading plan for the subdivision development including directions for drainage, and proposed lot elevations.
- Roadway Design: Develop horizontal and vertical alignments for roadway, curb and gutter, and sidewalk. Prepare pavement design, typical section, cross sections and construction details.
- Stormwater Design: Determine storm sewer inlet and discharge locations. Develop routing and sizing for storm sewer and surface water drainage and storm water management practices. Prepare construction details.
- Erosion Control: Determine location and type of erosion control devices needed to meet regulatory requirements.
- Traffic Control: 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.
- 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 design development.

F. Specifications

- Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.

G. Utility Coordination

- Coordination and Communication

- Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
- Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
- Provide utility companies with preliminary and final plans for the project.
- Invite utilities to pre-construction meeting.
- Coordinate utility service to project: Coordinate with gas, electric and communications, etc. for proposed future service to the subdivision.

H. Agency Coordination

- **Permits**: Prepare permit application and required attachments for:
 - Water System Extension
 - Sanitary Sewer Extension
 - Construction Site and/or Post-Construction Site Erosion Control and Storm Water Management

I. Design Meetings

- Project kick-off: Attend one meeting with staff prior to starting work on the project.
- 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.
- Public Information Meeting: Conduct one meeting, consisting of a brief presentation about the project, and a question/answer period.

II. BIDDING PHASE

- 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.

III. CONSTRUCTION PHASE

- Construction Phase services will be contracted at a later date.

DELIVERABLES

MSA will provide the following deliverables:

1. Subdivision Plat: two (2) paper copies, one PDF file.
2. Preliminary Construction Cost Estimate
3. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
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 (2) 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. Wetland Fill Permitting (assumed no wetland disturbance)
2. Assistance with acquisition of real estate and/or temporary or permanent easements
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. Variance requests (if required for permit applications included in the scope).
8. Floodplain determination/mapping
9. Easement preparation, in addition to those shown on the plat
10. Marking Lot lines on the ground
11. Platting additional lands owned by the client

OWNER'S RESPONSIBILITIES

1. Owner is responsible for accuracy and completeness of the information provided to MSA.
2. Owner will provide MSA with full information as to Owner's requirements for the project.
3. Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
4. Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
5. Owner will authorize submittal of necessary permit applications and pay associated fees.
6. Payment of associated platting fees (e.g. application, review, recording)

PROPOSED PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
May 7, 2018	Approval to Begin Design/Bidding Phases of Project
May 21, 2018	MSA Provides Temporary Property Corners for Multifamily Development
May 21, 2018	MSA Provides Preliminary Centerline Elevation on 4 th Avenue for Multifamily Development
May 28, 2018	Preliminary Plans complete
June 22, 2018	Final Plans complete, Permit applications submitted
June 22 – July 11, 2018	Bidding process
July 11, 2018	Open Bids
July	Special Meeting to Award Construction Contract?
August 2018 to November 2018	Construction
July 2019	Project Closeout

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 7, 2018.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services:
 - 1. See Attachment 1 to Exhibit A

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$127,500** based on the following estimated distribution of compensation:

a. Study and Report Phase	<u>\$N/A</u>
b. Preliminary and Final Design Phase	<u>\$124,000</u>
c. Bidding and Negotiating Phase	<u>\$3,500</u>
d. Construction Phase	<u>\$ N/A</u>
e. Post-Construction Phase	<u>\$ N/A</u>
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding three months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$1,000,000 |
| 2) Disease, Policy Limit: | \$1,000,000 |
| 3) Disease, Each Employee: | \$1,000,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$5,000,000 |
| 2) General Aggregate: | \$5,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$5,000,000 |
| 2) Annual Aggregate | \$5,000,000 |
| g. Other (specify): | \$N/A |

2. By Owner:

- | | |
|---------------------------|-----------|
| a. Workers' Compensation: | Statutory |
|---------------------------|-----------|

- b. Employer's Liability --
- | | |
|---------------------------|-------------|
| 1) Each Accident | \$1,000,000 |
| 2) Disease, Policy Limit | \$1,000,000 |
| 3) Disease, Each Employee | \$1,000,000 |
- c. General Liability --
- | | |
|---|-------------|
| 1) General Aggregate: | \$1,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
- d. Excess Umbrella Liability --
- | | |
|-----------------------|-------------|
| 1) Each Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
- | | |
|-------------------|-------------|
| 1) Each Accident: | \$1,000,000 |
|-------------------|-------------|
- f. Other (specify): \$N/A

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. MSA Professional Services, Inc.
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

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:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- 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:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

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 _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

Central Fire & EMS District Meeting Minutes
April 18, 2018 – 7:00 p.m.
Station 1 – Colby Fire Hall

Call to order:

The April 18, 2018 meeting of the Central Fire & EMS District was called to order by President Larry Oehmichen at 7:00 p.m.

Meeting posted per statute**Roll Call:**

City of Abbotsford, Absent; City of Colby, Nancy O'Brien; Town of Colby, Larry Oehmichen; Town of Holton, Pat Tischendorf; Township of Mayville, Todd Weich; Town of Hull, Absent; Village of Dorchester, Wayne Rau.

March 15, 2018 meeting minutes:

A motion was made by Todd Weich, second by Pat Tischendorf to waive the reading of the 3/15/18 meeting minutes. Motion carried.

Nancy O'Brien, District Treasurer's report:

Nancy O'Brien presented the Treasurer's report (see attached). A motion was made by Pat Tischendorf, second by Wayne Rau to approve the Treasurer's report as presented. Motion carried.

Bills for payment:

A motion was made by Todd Weich, second by Pat Tischendorf to pay the bills totaling \$22,087.95 and check numbers 5875 through 5921. Motion carried.

Public discussion:

Nothing noted.

Central Fire District signs on stations:

Chief Nitzke presented an example and quote from Stratford Signs for signage on the three stations, re-lettering all stations with Central Fire & EMS District. The District Board would have to approve, then pass on to the municipalities for approval. As funds were not budgeted for this purchase in the amount of approximately \$13,000, this would need to come from contingency funds if approved. Larry Oehmichen suggested that the municipality representatives from Colby, Abbotsford and Dorchester present this information to their respective Board for their thoughts and report back at the May meeting. Also, if approved there would be additional quotes solicited.

LifeQuest billing information change:

Discussion was held on changing the way LifeQuest currently bills for fire calls within the District along with possibly adjusting charges. Currently fire calls are billed as one lump sum with no explanation or itemization of charges. LifeQuest suggested amending the current resolution to itemize the charges billed. Chief Nitzke presented a draft of the proposed amended Resolution for Charges for Service which includes charges for various responses. Discussion was held on the charges presented with the following changes: Business Fire Response and House Fire Response at no charge, Vehicle Extrication at \$500, Wildland Fire Response at \$100, CO Alarm Response at no charge, and water per load at \$60. All remaining charges would remain as presented. A motion was made by Pat Tischendorf, second by Nancy O'Brien to approve the fee schedule in Resolution 2017-2 (a) Charges for Service dated 4/18/18 with this change effective May 1, 2018. Motion carried.

Paramedic service change:

Chief Nitzke stated that Spirit is longer providing ALS intercepts from the Abbotsford station. SAFER was contacted as an option for ALS intercepts. The State DHS Office is currently reviewing the Operational Plan Change. The SAFER Board has approved this along with the Owen-Withee Curtiss Fire Board as they would also utilize SAFER for ALS intercepts. It was noted that Owen-Withee Curtiss would have the majority of the intercepts. SAFER would not be charged any rent, they would have one staff member with one intercept vehicle, they would provide their own supplies, bed, etc. for their staff members with no cost to the District.

Chief Nitzke noted that when our service intercepts the District can bill at the higher ALS rate. If no intercept, the District bills at the BLS rate. Chief Nitzke stated that SAFER would charge a flat fee of \$200 per intercept run regardless if the District receives payment for the run from the patient. ALS intercepts would be requested at the discretion of the crew responding to the call. SAFER has proposed that if approved this be ran for a 90-day trial period. A motion was made by Nancy O'Brien, second by Wayne Rau to grant the Board's permission to allow Larry Oehmichen to sign the agreement with SAFER if the State approves the Operational Plan Change with SAFER for paramedic intercept service to the Central Fire & EMS District for a 90-day trial period. Motion carried.

Chief's Report:

Chief Nitzke presented his monthly Chief's report (see attached).

Next meeting date:

The next regular monthly meeting of the Central Fire & EMS District was scheduled for May 17, 2018 at Station 2 – Abbotsford Fire Hall beginning at 7:00 p.m.

A motion was made by Pat Tischendorf, second by Nancy O'Brien to adjourn at 8:07 p.m. Motion carried.

Respectfully submitted,

Carol Staab, Secretary

March 2018 FINANCIAL STATEMENT, Central Fire & EMS

Checking Account

Beginning Balance		\$	101,155.85
Receipts received Mar 18			
Lifequest	\$	24,039.44	
Town of Mayville, fire run	\$	3,122.50	
Spirit Rent, Dec	\$	450.00	
Misc Revenues	\$	166.00	
Interest	\$	49.51	
Total Receipts		\$	27,827.45

Disbursements-Mar 18

Payroll Deduction Payable	\$	354.00	
Payroll	\$	21,241.72	
Payroll Taxes	\$	4,521.33	
Length of Service award	\$	-	
Legal	\$	-	
Accounting/Secretarial Service	\$	500.00	
Insurance Premiums	\$	6,004.36	
Vehicle Maintenance	\$	-	
Vehicle Maintenance-Fire	\$	4,783.74	
Vehicle Maintenance-EMS	\$	258.82	
Equipment Maint.-Fire	\$	77.98	
Equipment Maint.-EMS	\$	370.63	
Apparatus Testing/Cert	\$	-	
Pagers/Radios-Fire	\$	510.75	
Building Maintenance/Supplies	\$	137.63	
Phone & Internet	\$	1,272.47	
Electric	\$	1,352.52	
Heat	\$	1,198.90	
Water	\$	343.93	
Water/Truck Fill	\$	-	
Office Expense	\$	-	
Office Expense-Fire	\$	314.11	
Office Expense-EMS	\$	-	
Meeting Expense	\$	380.28	
Dues & Subscriptions	\$	121.25	
Dues & Subscriptions-Fire	\$	-	
Dues & Subscriptions-EMS	\$	-	
Computer Expense	\$	-	
Computer Expense-Fire	\$	28.59	
Computer Expense-EMS	\$	-	
Printer/Copier	\$	300.50	
Misc Expense	\$	35.55	
Advertising/Promotions	\$	139.96	
Clothing/Uniforms-Fire	\$	-	
Clothing/Uniforms-EMS	\$	-	
Mileage Reimbursement	\$	-	
Training & Education-Fire	\$	779.00	
Training & Education-EMS	\$	1,737.87	
FAP Funding-EMS Training Costs	\$	1,867.83	
Ambulance Supplies	\$	1,043.22	
Equipment Purchases-Fire	\$	1,230.03	
Equipment Purchases-EMS	\$	-	
Turn out Gear-Fire	\$	1,399.68	
Fire Supplies-Foam	\$	38.00	
Fire Supplies	\$	-	
Haz Mat	\$	-	
Fuel-Vehicles	\$	1,738.09	
Capital Equipment Purchases	\$	-	
Total Disbursements		\$	54,082.74
		\$	74,900.56

Bank Statement

Ending Checking Account Balance as of 3/31/18	\$	88,230.01	\$	-
Outstanding Disbursements	\$	13,329.45		
Ending Balance for March	\$	74,900.56		

Other Accounts-Savings

Beginning Balance	\$	467,538.66
3/31/2018 Interest	\$	317.77

Savings acct balance as of 3/31/18 **\$** **467,856.43**

Summary of Bills - PAID

3/28/2018	\$12,998.70
4/11/2018	\$6,252.33
4/18/2018	\$2,836.92

TOTAL	\$22,087.95
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CENTRAL FIRE & EMS CHECKING

ALL Checks

Posted From: 3/16/2018 From Account:
Thru: 4/18/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
5875	3/28/2018	CHARTER COMMUNICATIONS ST. 1 & ST. 3	461.94
5876	3/28/2018	CITY OF ABBOTSFORD 2018 PROPERTY INSURANCE FOR STATION 2	3,487.36
5877	3/28/2018	COLBY WATER DEPARTMENT APRIL WATER BILL	123.00
5878	3/28/2018	DIESEL TRUCK SERVICE, INC 64 RESCUE 2 REPAIRS	733.69
5879	3/28/2018	EMC INSURANCE COMPANIES ADDITIONAL WORKERS COMP PREMIUM FOR 2017	2,517.00
5880	3/28/2018	EMERGENCY MEDICAL PRODUCTS INC AMBULANCE SUPPLIES	871.76
5881	3/28/2018	HAWKEYE DAIRY CHEESE TRAY FOR EMS SKILLS NIGHT	35.00
5882	3/28/2018	HEARTLAND COOPERATIVE SERVICES FEB FUEL	278.62
5883	3/28/2018	HEARTLAND NAPA RESCUE TRUCK WINCH FOR ST. 2	34.99
5884	3/28/2018	NORTH CENTRAL TECHNICAL COLLEGE ADVANCED FLASHOVER TRAINING	150.00
5885	3/28/2018	NORTHWAY COMMUNICATIONS INC PORTABLE RADIO BATTERY	124.25
5886	3/28/2018	OFFICE DEPOT GPS UNIT FOR BRUSH TRUCK/LAMINATOR	423.34
5887	3/28/2018	POMASL FIRE EQUIPMENT, INC 65 RESCUE LIGHTS	107.70
5888	3/28/2018	SMITH BROS. MEATS, INC MEAL FOR EMS SKILLS NIGHT	149.70
5889	3/28/2018	WE ENERGIES STATIONS, 1, 2, 3	1,198.90
5890	3/28/2018	WITMER PUBLIC SAFETY GROUP SBCA MASK BAGS/65 RESCUE EQUIP	1,255.57
5891	3/28/2018	XCEL ENERGY STATION 1, 2/10-3/13	1,045.88
5892	4/11/2018	AMERICAN WELDING & GAS OXYGEN	23.31
5893	4/11/2018	BENDLIN FIRE EQUIPMENT CO FIRE HOSE, STATION 1 & 2	879.00

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ACCT

CENTRAL FIRE & EMS CHECKING

ALL Checks

Posted From: 3/16/2018 From Account:
Thru: 4/18/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
5894	4/11/2018	CELL COM CELL PHONES AND DATA IN MEDS	185.43
5895	4/11/2018	CITY OF ABBOTSFORD APRIL WATER BILL	192.33
5896	4/11/2018	CITY OF COLBY APRIL ACCOUNTING SERVICES	500.00
5897	4/11/2018	COLBY CHRYSLER CENTER 60 MED 1 OIL CHANGE & REPAIR	192.75
5898	4/11/2018	DIESEL TRUCK SERVICE, INC 64 E-2 MUFFLER REPAIRS	568.24
5899	4/11/2018	DISTRICT 2, INC 60 ENGINE/LADDER REPAIRS	1,268.45
5900	4/11/2018	FASTENAL AMBULANCE SUPPLY BINS	194.43
5901	4/11/2018	FIRE SAFETY USA ANNUAL FIRE EXTINGUISHER SERVICE ST. 3	216.69
5902	4/11/2018	MEYER LUMBER SUPPLY, INC HELMET LIGHT BATTERIES	53.96
5903	4/11/2018	NORTHWAY COMMUNICATIONS INC 65 RESCUE RADIO INSTALL	838.00
5904	4/11/2018	OFFICE DEPOT CLEANING SUPPLIES	103.36
5905	4/11/2018	WI SCTF NICK KOEBACH CHILD SUPPORT	36.94
5906	4/11/2018	WITMER PUBLIC SAFETY GROUP FIREFIGHTER GLOVES	72.98
5907	4/11/2018	XCEL ENERGY ST. 2 & ST. 3	926.46
5908	4/18/2018	ABBYLAND SERVICE PLAZA 60 TENDER 2 REPAIR	49.11
5909	4/18/2018	AIRGAS USA LLC OXYGEN	193.77
5910	4/18/2018	CHARTER COMMUNICATIONS STATION 1 & 2	313.30
5911	4/18/2018	EMERGENCY MEDICAL PRODUCTS INC AMBULANCE SUPPLIES	134.49
5912	4/18/2018	EO JOHNSON CO, INC COPIER RENT	118.53

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CENTRAL FIRE & EMS CHECKING

ALL Checks

Posted From: 3/16/2018 From Account:
Thru: 4/18/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
5913	4/18/2018	HEARTLAND COOPERATIVE SERVICES MARCH FUEL	20.82
5914	4/18/2018	HEARTLAND NAPA MOTOR OIL	6.57
5915	4/18/2018	KWIK TRIP MARCH FUEL	1,238.37
5916	4/18/2018	LACROSSE PREMIUM WATER ST 2 WATER	47.55
5917	4/18/2018	OFFICE DEPOT ST. 2 PRESENTER, SURGE PROTECTORS	126.62
5918	4/18/2018	VERIZON WIRELESS DATA IN MEDS	14.04
5919	4/18/2018	VILLAGE OF DORCHESTER ST 3 WATER	133.32
5920	4/18/2018	WE ENERGIES STATION 3	260.09
5921	4/18/2018	WITMER PUBLIC SAFETY GROUP FIREFIGHTER GLOVES	180.34

Grand Total: **\$22,087.95**

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CENTRAL FIRE & EMS CHECKING

Dated From: From Account:
 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
5875	3/28/2018	CHARTER COMMUNICATIONS ST. 1 & ST. 3	
750-00-52050-000-000		PHONE & INTERNET ST. 3	290.26
750-00-52050-000-000		PHONE & INTERNET ST. 1	171.68
Total			461.94
5876	3/28/2018	CITY OF ABBOTSFORD 2018 PROPERTY INSURANCE FOR STATION 2	
750-00-52010-000-000		INSURANCE PREMIUMS 2018 PROPERTY INSURANCE	3,487.36
Total			3,487.36
5877	3/28/2018	COLBY WATER DEPARTMENT APRIL WATER BILL	
750-00-52053-000-000		WATER	123.00
Total			123.00
5878	3/28/2018	DIESEL TRUCK SERVICE, INC 64 RESCUE 2 REPAIRS	
750-00-52020-001-000		VEHICLE MAINTENANCE-FIRE 22375	733.69
Total			733.69
5879	3/28/2018	EMC INSURANCE COMPANIES ADDITIONAL WORKERS COMP PREMIUM FOR 2017	
750-00-52010-000-000		INSURANCE PREMIUMS ADDITIONAL WORKER COMP POLICY 2017 18078005	2,517.00
Total			2,517.00
5880	3/28/2018	EMERGENCY MEDICAL PRODUCTS INC AMBULANCE SUPPLIES	
750-00-53050-002-000		AMBULANCE SUPPLIES 1974786	871.76
Total			871.76
5881	3/28/2018	HAWKEYE DAIRY CHEESE TRAY FOR EMS SKILLS NIGHT	

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CENTRAL FIRE & EMS CHECKING

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
750-00-53001-000-000 276015		MEETING EXPENSE	35.00
		Total	35.00
5882	3/28/2018	HEARTLAND COOPERATIVE SERVICES FEB FUEL	
750-00-53060-000-000		FUEL-VEHICLES	278.62
		Total	278.62
5883	3/28/2018	HEARTLAND NAPA RESCUE TRUCK WINCH FOR ST. 2	
750-00-52021-001-000		EQUIPMENT MAINTENANCE-FIRE 255198	34.99
		Total	34.99
5884	3/28/2018	NORTH CENTRAL TECHNICAL COLLEGE ADVANCED FLASHOVER TRAINING	
750-00-53040-001-000		TRAINING & EDUCATION-FIRE MICHAEL STAAB	50.00
750-00-53040-001-000		TRAINING & EDUCATION-FIRE GREG BLASEL	50.00
750-00-53040-001-000		TRAINING & EDUCATION-FIRE SEAN WIESE	50.00
		Total	150.00
5885	3/28/2018	NORTHWAY COMMUNICATIONS INC PORTABLE RADIO BATTERY	
750-00-52023-001-000		PAGER/RADIOS 171178	124.25
		Total	124.25
5886	3/28/2018	OFFICE DEPOT GPS UNIT FOR BRUSH TRUCK/LAMINATOR	
750-00-53051-001-000		EQUIPMENT PURCHASES-FIRE 112260400001	107.99
750-00-53020-001-000		COMPUTER EXPENSE-FIRE KEYBOARD 112435356001	13.88
750-00-53020-001-000		COMPUTER EXPENSE-FIRE MOUSE 112435356002	14.71

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CENTRAL FIRE & EMS CHECKING

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
750-00-53021-000-000		PRINTER/COPIER	184.25
		LAMINATOR	
		113805062001	
750-00-53000-001-000		OFFICE EXPENSE-FIRE	102.51
		OFFICE SUPPLIES	
		2170152034	
		Total	423.34
<hr/>			
5887	3/28/2018	POMASL FIRE EQUIPMENT, INC	
		65 RESCUE LIGHTS	
750-00-52020-001-000		VEHICLE MAINTENANCE-FIRE	107.70
		71992	
		Total	107.70
<hr/>			
5888	3/28/2018	SMITH BROS. MEATS, INC	
		MEAL FOR EMS SKILLS NIGHT	
750-00-53001-000-000		MEETING EXPENSE	149.70
		11049	
		Total	149.70
<hr/>			
5889	3/28/2018	WE ENERGIES	
		STATIONS, 1, 2, 3	
750-00-52052-000-000		HEAT	45.83
		STATION 1, 2/14-3/15	
750-00-52052-000-000		HEAT	794.95
		STATION 2, 2/14-3/15	
750-00-52052-000-000		HEAT	358.12
		STATION 3, 2/12-3/13	
		Total	1,198.90
<hr/>			
5890	3/28/2018	WITMER PUBLIC SAFETY GROUP	
		SBCA MASK BAGS/65 RESCUE EQUIP	
750-00-53052-001-000		TURN OUT GEAR	931.59
		E1701117	
750-00-53051-001-000		EQUIPMENT PURCHASES-FIRE	323.98
		E1700111.001	
		Total	1,255.57
<hr/>			
5891	3/28/2018	XCEL ENERGY	
		STATION 1, 2/10-3/13	
750-00-52051-000-000		ELECTRIC	888.00
		ST. 1 HEAT, 2/10-3/13	

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Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
750-00-52051-000-000		ELECTRIC	157.88
		ST. 1 ELEC, 2/10-3/13	
Total			1,045.88
Grand Total			12,998.70

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CENTRAL FIRE & EMS CHECKING

Dated From: From Account:
 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
5892	4/11/2018	AMERICAN WELDING & GAS OXYGEN	
750-00-53050-002-000		AMBULANCE SUPPLIES	23.31
		05469323	
		Total	23.31
5893	4/11/2018	BENDLIN FIRE EQUIPMENT CO FIRE HOSE, STATION 1 & 2	
750-00-53054-001-000		FIRE SUPPLIES	879.00
		98067	
		Total	879.00
5894	4/11/2018	CELL COM CELL PHONES AND DATA IN MEDS	
750-00-52050-000-000		PHONE & INTERNET	185.43
		886058	
		Total	185.43
5895	4/11/2018	CITY OF ABBOTSFORD APRIL WATER BILL	
750-00-52053-000-000		WATER	192.33
		STATION 2	
		Total	192.33
5896	4/11/2018	CITY OF COLBY APRIL ACCOUNTING SERVICES	
750-00-52005-000-000		ACCOUNTING/SECRETARIAL SERVICE	500.00
		APR	
		Total	500.00
5897	4/11/2018	COLBY CHRYSLER CENTER 60 MED 1 OIL CHANGE & REPAIR	
750-00-52020-002-000		VEHICLE MAINTENANCE-EMS	192.75
		70489	
		Total	192.75
5898	4/11/2018	DIESEL TRUCK SERVICE, INC 64 E-2 MUFFLER REPAIRS	
750-00-52020-001-000		VEHICLE MAINTENANCE-FIRE	568.24
		22380	

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CENTRAL FIRE & EMS CHECKING

Dated From: From Account:
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Check Nbr	Check Date	Payee	Amount
			Total 568.24
5899	4/11/2018	DISTRICT 2, INC 60 ENGINE/LADDER REPAIRS	
750-00-52020-001-000		VEHICLE MAINTENANCE-FIRE 2135	1,268.45
			Total 1,268.45
5900	4/11/2018	FASTENAL AMBULANCE SUPPLY BINS	
750-00-53050-002-000		AMBULANCE SUPPLIES WIABB19996	194.43
			Total 194.43
5901	4/11/2018	FIRE SAFETY USA ANNUAL FIRE EXTINGUISHER SERVICE ST. 3	
750-00-52021-001-000		EQUIPMENT MAINTENANCE-FIRE 52728	216.69
			Total 216.69
5902	4/11/2018	MEYER LUMBER SUPPLY, INC HELMET LIGHT BATTERIES	
750-00-53052-001-000		TURN OUT GEAR 70706	53.96
			Total 53.96
5903	4/11/2018	NORTHWAY COMMUNICATIONS INC 65 RESCUE RADIO INSTALL	
750-00-52023-001-000		PAGER/RADIOS 106681	838.00
			Total 838.00
5904	4/11/2018	OFFICE DEPOT CLEANING SUPPLIES	
750-00-52028-000-000		BUILDING MAINTENANCE/SUPPLIES 116549793001	103.36
			Total 103.36
5905	4/11/2018	WI SCTF NICK KOEBACH CHILD SUPPORT	

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Dated From:

From Account:

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Check Nbr	Check Date	Payee	Amount
750-00-21111-000-000		PAYROLL DEDUCTIONS PAYABLE	36.94
		Total	36.94
5906	4/11/2018	WITMER PUBLIC SAFETY GROUP FIREFIGHTER GLOVES	
750-00-53052-001-000		TURN OUT GEAR E1707326	72.98
		Total	72.98
5907	4/11/2018	XCEL ENERGY ST. 2 & ST. 3	
750-00-52051-000-000		ELECTRIC ST. 3, 2/27-3/28	233.11
750-00-52051-000-000		ELECTRIC ST. 2, 2/20-3/21	693.35
		Total	926.46
		Grand Total	6,252.33

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CENTRAL FIRE & EMS CHECKING

Dated From:

From Account:

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Thru Account:

Check Nbr	Check Date	Payee	Amount
5908	4/18/2018	ABBYLAND SERVICE PLAZA 60 TENDER 2 REPAIR	
750-00-52020-001-000		VEHICLE MAINTENANCE-FIRE W120136	49.11
Total			49.11
5909	4/18/2018	AIRGAS USA LLC OXYGEN	
750-00-53050-002-000		AMBULANCE SUPPLIES 9952054476	18.15
750-00-53050-002-000		AMBULANCE SUPPLIES 9952054477	175.62
Total			193.77
5910	4/18/2018	CHARTER COMMUNICATIONS STATION 1 & 2	
750-00-52050-000-000		PHONE & INTERNET ST. 2	141.34
750-00-52050-000-000		PHONE & INTERNET ST. 1	171.96
Total			313.30
5911	4/18/2018	EMERGENCY MEDICAL PRODUCTS INC AMBULANCE SUPPLIES	
750-00-53050-002-000		AMBULANCE SUPPLIES 1978308	134.49
Total			134.49
5912	4/18/2018	EO JOHNSON CO, INC COPIER RENT	
750-00-53021-000-000		PRINTER/COPIER 22249305	118.53
Total			118.53
5913	4/18/2018	HEARTLAND COOPERATIVE SERVICES MARCH FUEL	
750-00-53060-000-000		FUEL-VEHICLES	20.82
Total			20.82

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CENTRAL FIRE & EMS CHECKING

Dated From:

From Account:

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Thru Account:

Check Nbr	Check Date	Payee	Amount
5914	4/18/2018	HEARTLAND NAPA MOTOR OIL	
750-00-52021-001-000		EQUIPMENT MAINTENANCE-FIRE 258513	6.57
Total			6.57
5915	4/18/2018	KWIK TRIP MARCH FUEL	
750-00-53060-000-000		FUEL-VEHICLES MAR	1,238.37
Total			1,238.37
5916	4/18/2018	LACROSSE PREMIUM WATER ST 2 WATER	
750-00-53029-000-000		MISCELLANEOUS EXPENSE	47.55
Total			47.55
5917	4/18/2018	OFFICE DEPOT ST. 2 PRESENTER, SURGE PROTECTORS	
750-00-52028-000-000		BUILDING MAINTENANCE/SUPPLIES 119935156001	46.74
750-00-52028-000-000		BUILDING MAINTENANCE/SUPPLIES 119934927001	79.88
Total			126.62
5918	4/18/2018	VERIZON WIRELESS DATA IN MEDS	
750-00-52050-000-000		PHONE & INTERNET 9804394465	14.04
Total			14.04
5919	4/18/2018	VILLAGE OF DORCHESTER ST 3 WATER	
750-00-52053-000-000		WATER	133.32
Total			133.32
5920	4/18/2018	WE ENERGIES STATION 3	

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Dated From:

From Account:

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Thru Account:

Check Nbr	Check Date	Payee	Amount
750-00-52052-000-000	HEAT		260.09
	STATION 3, 3/13-4/10		
Total			260.09
<hr/>			
5921	4/18/2018	WITMER PUBLIC SAFETY GROUP	
	FIREFIGHTER GLOVES		
750-00-53052-001-000	TURN OUT GEAR		180.34
		E1697312	
Total			180.34
<hr/>			
Grand Total			2,836.92

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All EmployeesPage: 49
PAYRLCheck Date From: 3/01/2018
Thru: 3/31/2018From Dept:
Thru Dept:

 Total Checks: 87 Pay Periods: 9/01/2017 Thru: 2/28/2018
 (Male: 64 Female: 23)

Earnings:

BACK PAY	143.75
DISTRICT PAY	775.00
DUTY CREW	5,955.00
EMS DRIVER	446.25
EMS WAGES	3,420.00
FIRE CHIEF	2,650.00
FIRE WAGES	6,445.00
MEETING PAY	815.00
OFFICER PAY	1,525.00
ON SCENE PAY	20.00
SCHOOLING	760.00
TRAINING	320.00
WEEKEND CALL	986.00

	24,261.00

Withholdings:

Federal	492.29
Social Security	1,504.17
Medicare	351.88
Wisconsin	316.94
CHILD SUPPORT	0.00
CHILD SUPPORT-2	354.00

	3,019.28

NET PAY	21,241.72
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Flexible Time Off:	<u>Earned</u>	<u>Used</u>
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		Fund: All Funds				
Account Number		2018	2018	2018	Budget	% of
		March	Actual 03/31/2018	Budget	Status	Budget
750-00-43000-000-000	FIRE & EMS FEE-ABBOTSFORD	0.00	25,272.00	101,088.00	-75,816.00	25.00
750-00-43100-000-000	FIRE & EMS FEE-COLBY	0.00	15,138.00	60,552.00	-45,414.00	25.00
750-00-43200-000-000	FIRE & EMS FEE-DORCHESTER	0.00	9,576.00	38,304.00	-28,728.00	25.00
750-00-43300-000-000	FIRE & EMS FEE-TOWN OF COLBY	0.00	8,001.00	32,004.00	-24,003.00	25.00
750-00-43400-000-000	FIRE & EMS FEE-TOWN OF HULL	0.00	10,782.00	43,128.00	-32,346.00	25.00
750-00-43500-000-000	FIRE & EMS FEE-TOWN OF HOLTON	0.00	10,800.00	43,200.00	-32,400.00	25.00
750-00-43600-000-000	FIRE & EMS FEE-TOWN MAYVILLE	0.00	10,431.00	41,724.00	-31,293.00	25.00
750-00-43700-000-000	CONTRACTED SERVICE FEES	0.00	8,750.00	16,000.00	-7,250.00	54.69
750-00-43800-000-000	FIRE PROTECTION-2% INS TAX	0.00	0.00	20,000.00	-20,000.00	0.00
750-00-43900-000-000	EMS-FEES FOR SERVICE	24,039.44	75,665.04	200,000.00	-124,334.96	37.83
750-00-43901-000-000	FIRE-FEES FOR SERVICE	3,122.50	3,122.50	0.00	3,122.50	0.00
750-00-45000-000-000	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00
750-00-48100-000-000	INTEREST	367.28	1,145.64	0.00	1,145.64	0.00
750-00-48300-000-000	DONATION REVENUES	0.00	1,000.00	0.00	1,000.00	0.00
750-00-48400-000-000	MISCELLANEOUS REVENUES	166.00	166.00	0.00	166.00	0.00
Total Revenues		27,695.22	179,849.18	596,000.00	-416,150.82	30.18

		Fund: All Funds				
		2018	2018	2018	Budget	% of
Account Number		March	Actual 03/31/2018	Budget	Status	Budget
750-00-51001-000-000	SALARIES-DISTRICT CHIEF	2,845.00	8,395.00	30,000.00	21,605.00	27.98
750-00-51001-001-000	SALARIES-FIRE	8,355.00	24,199.50	95,000.00	70,800.50	25.47
750-00-51001-002-000	SALARIES-EMS	12,142.25	48,999.25	145,500.00	96,500.75	33.68
750-00-51002-000-000	SALAREIS-ADMIN/BOARD	918.75	2,468.75	4,150.00	1,681.25	59.49
750-00-51003-000-000	SALARIES-DUTY CREW	0.00	0.00	0.00	0.00	0.00
750-00-51010-000-000	SOCIAL SECURITY-DISTRICT SHARE	1,856.05	6,431.01	21,000.00	14,568.99	30.62
750-00-51020-000-000	LENGTH OF SERVICE AWARD	0.00	12,110.00	20,000.00	7,890.00	60.55
750-00-52001-000-000	LEGAL	0.00	83.99	1,000.00	916.01	8.40
750-00-52002-002-000	LIFEQUEST FEES	0.00	0.00	0.00	0.00	0.00
750-00-52005-000-000	ACCOUNTING/SECRETARIAL SERVICE	500.00	1,500.00	8,500.00	7,000.00	17.65
750-00-52010-000-000	INSURANCE PREMIUMS	6,004.36	6,004.36	25,000.00	18,995.64	24.02
750-00-52020-000-000	VEHICLE MAINTENANCE	0.00	310.80	0.00	-310.80	0.00
750-00-52020-001-000	VEHICLE MAINTENANCE-FIRE	4,783.74	6,461.44	15,000.00	8,538.56	43.08
750-00-52020-002-000	VEHICLE MAINTENANCE-EMS	258.82	1,151.82	8,000.00	6,848.18	14.40
750-00-52021-001-000	EQUIPMENT MAINTENANCE-FIRE	77.98	163.27	12,000.00	11,836.73	1.36
750-00-52021-002-000	EQUIPMENT MAINTENANCE-EMS	370.63	3,306.67	2,000.00	-1,306.67	165.33
750-00-52022-001-000	APPARATUS TESTING/CERT.	0.00	0.00	7,500.00	7,500.00	0.00
750-00-52023-001-000	PAGER/RADIOS	510.75	8,016.05	5,000.00	-3,016.05	160.32
750-00-52028-000-000	BUILDING MAINTENANCE/SUPPLIES	137.63	1,216.59	4,000.00	2,783.41	30.41
750-00-52050-000-000	PHONE & INTERNET	1,272.47	2,426.98	5,200.00	2,773.02	46.67
750-00-52051-000-000	ELECTRIC	1,352.52	5,873.77	14,000.00	8,126.23	41.96
750-00-52052-000-000	HEAT	1,198.90	5,087.98	9,000.00	3,912.02	56.53
750-00-52053-000-000	WATER	343.93	966.32	6,000.00	5,033.68	16.11
750-00-52054-000-000	WATER/TRUCK FILL	0.00	671.25	500.00	-171.25	134.25
750-00-53000-000-000	OFFICE EXPENSE	0.00	413.23	2,000.00	1,586.77	20.66
750-00-53000-001-000	OFFICE EXPENSE-FIRE	314.11	314.11	0.00	-314.11	0.00
750-00-53000-002-000	OFFICE EXPENSE-EMS	0.00	0.00	0.00	0.00	0.00
750-00-53001-000-000	MEETING EXPENSE	380.28	1,320.45	1,000.00	-320.45	132.05
750-00-53010-000-000	DUES & SUBSCRIPTIONS	121.25	478.97	0.00	-478.97	0.00
750-00-53010-001-000	DUES & SUBSCRIPTIONS-FIRE	0.00	279.50	700.00	420.50	39.93
750-00-53010-002-000	DUES & SUBSCRIPTIONS-EMS	0.00	425.00	1,500.00	1,075.00	28.33
750-00-53020-000-000	COMPUTER EXPENSE	0.00	0.00	3,000.00	3,000.00	0.00
750-00-53020-001-000	COMPUTER EXPENSE-FIRE	28.59	28.59	0.00	-28.59	0.00
750-00-53020-002-000	COMPUTER EXPENSE-EMS	0.00	0.00	0.00	0.00	0.00
750-00-53021-000-000	PRINTER/COPIER	300.50	537.56	2,000.00	1,462.44	26.88
750-00-53029-000-000	MISCELLANEOUS EXPENSE	35.55	3,205.50	1,000.00	-2,205.50	320.55
750-00-53030-000-000	ADVERTISING/PROMOTIONS	139.96	139.96	1,500.00	1,360.04	9.33
750-00-53031-001-000	CLOTHING/UNIFORMS-FIRE	0.00	162.00	2,250.00	2,088.00	7.20
750-00-53031-002-000	CLOTHING/UNIFORMS-EMS	0.00	0.00	2,250.00	2,250.00	0.00
750-00-53035-000-000	MILEAGE REIMBURSEMENT	0.00	112.27	1,000.00	887.73	11.23
750-00-53040-001-000	TRAINING & EDUCATION-FIRE	779.00	1,952.26	4,750.00	2,797.74	41.10
750-00-53040-002-000	TRAINING & EDUCATION-EMS	1,737.87	6,101.44	24,750.00	18,648.56	24.65
750-00-53050-002-000	AMBULANCE SUPPLIES	1,043.22	5,387.88	12,000.00	6,612.12	44.90
750-00-53051-001-000	EQUIPMENT PURCHASES-FIRE	1,230.03	1,830.00	1,500.00	-330.00	122.00
750-00-53051-002-000	EQUIPMENT PURCHASES-EMS	0.00	0.00	5,000.00	5,000.00	0.00
750-00-53052-001-000	TURN OUT GEAR	1,399.68	5,272.48	20,800.00	15,527.52	25.35
750-00-53053-001-000	FIRE SUPPLIES-FOAM	38.00	38.00	0.00	-38.00	0.00
750-00-53054-001-000	FIRE SUPPLIES	0.00	0.00	6,100.00	6,100.00	0.00
750-00-53059-000-000	HAZ MAT MATERIALS	0.00	105.29	500.00	394.71	21.06
750-00-53060-000-000	FUEL-VEHICLES	1,738.09	3,825.78	10,000.00	6,174.22	38.26
750-00-57001-000-000	VEHICLE PURCHASE	0.00	0.00	0.00	0.00	0.00
750-00-57010-000-000	CAPITAL EQUIPMENT PURCHASES	0.00	100,000.00	27,025.00	-72,975.00	370.03

		Fund: All Funds				
Account Number		2018	2018	2018	Budget	% of
		March	Actual	Budget	Status	Budget
			03/31/2018			
750-00-59100-000-000	CONTINGENCY FUND	0.00	0.00	27,025.00	27,025.00	0.00
Total Expenses		52,214.91	277,775.07	596,000.00	318,224.93	46.61
Net Totals		-24,519.69	-97,925.89	0.00	97,925.89	0.00

4/17/2018 10:18 AM

Reprint Receipt Register - Full Report

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CENTRAL FIRE & EMS CHECKING

ALL Receipts

Posted From: 3/01/2018 From Account:
Thru: 3/31/2018 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
110	3/01/2018	TOWN OF MAYVILLE 2017 FIRE RUN, BACH	
750-00-43901-000-000		FIRE-FEES FOR SERVICE	3,122.50
Total			3,122.50
111	3/01/2018	ASCENSION - SPIRIT DEC RENT	
750-00-48301-000-000		RENT DEC RENT	450.00
Total			450.00
112	3/01/2018	WEA INSURANCE CORP EMS FEES FOR SERVICE	
750-00-43900-000-000		EMS-FEES FOR SERVICE	1,196.50
Total			1,196.50
113	3/01/2018	MISCELLANEOUS REVENUES NORTH CENTRAL FIRE CHIEFS ASSOCIATION	
750-00-48400-000-000		MISCELLANEOUS REVENUES REIMBURS FOR MEETING	16.00
Total			16.00
114	3/01/2018	MISCELLANEOUS REVENUES REIMBURSE FOR CHIEFS MEETING MEAL	
750-00-48400-000-000		MISCELLANEOUS REVENUES REIMBURSE FOR MEETING MEAL	150.00
Total			150.00
Grand Total			4,935.00

Central Fire & EMS District Monthly Chief's Report
March 15, 2018 to April 18, 2018

Calls for Service:

EMS:	59
Fire:	1
Rescue:	1
Stand-By:	0
Total:	61

1. Donation in the amount of \$2,000 from Abby Bank to go towards the enhancement of the Rehab/Command Trailer

Attended the following events/meetings:

- Monday March 26- Attended Paramedic Intercept meeting with OWC & SAFER
- Tuesday March 27- State ambulance inspector inspected all 4 ambulances
- Wednesday April 4- Attended Colby/Abby Chamber Commerce Meeting in Colby
- Wednesday April 4- Attended a check presentation from Abby Bank

Upcoming events/meetings:

- Thursday April 19- State 2% dues audit
- Thursday April 19-Saturday April 21- Instructing ICS 300 to officers at Station 2
- Friday April 20- Donation acceptance at Nicolet Bank in Colby
- Wednesday April 25-Saturday April 28- Attending National Fire Conference
- Wednesday May 2- Strategic Planning Committee Meeting at Station 2
- Sunday May 6 to Friday May 11- Chief out of state instructing

Meeting called to order 11 April 2018 / 5:02 PM / Conference Room

ATTENDEES

Bittner, Jochimsen, Giffin, Dukelow, Braun, Hinrichsen, Suttner
Members absent: Writz

AGENDA

Previous minutes: Read and approved.

Public Comment: none

Old Business

- Speaker for Movie Nights.
- Dukelow officially appointed.
- Author visit.
- 2018 Closed/Half days: 5/28 memorial, 7/4 independence, 9/3 labor, 11/22 thanksgiving, half day on 12/24 x-mas eve, 12/25 x-mas, half day on 12/31/18 new year's eve. 1/1/19 New Year's.

New Business

- Clark County Board: Marcia Hochhalter is leaving. Clark County Libraries will invite new replacement to county board meeting.
- Unicorn Party Theme for 10 year anniversary.
- Workforce information: table
- Human Trafficking Program: Idea for next spring. Director has contact information for speaker. ("Raina's Witness" bbolton2010@live.com)
- Drop hit by snowplow, 4/3/18
- Book Sale: To be held during the Abby Carnival. May 22nd through June 5th.
- Projector and speaker overview: Seth Pinter researched a Bluetooth audio jack that could be used with old projector and new speakers and would transfer over to new projector if bought, estimated cost of \$250-\$300. Giffin moved that director use her discretion to buy device if Pinter gives it a positive review. Braun Seconded. Dukelow amended to add speaker and Giffin seconded. Motioned passed.
- Printer Contract review: Director talked with representative from Accent Business Solution. They would be cheaper than current company (Bauernfeind), however with

Treasurer's Report: 22%

Circulation Report:

Total Circulation:

March 2018: 2,537 Last month: 2,165 March 2017: 2,575 March 2016: 2193 March 2015: 2187
March 2014: 1863

Circulation Break-down:

Books: 1043, DVDs: 631, Spoken Record: 64, Large Print: 56, Magazines: 28, Other: 54

Other Usage Report:

- **Wireless Sessions:** March: 1079 Feb: 741 Jan: 439 Dec: 900 Nov: 625 Oct: 966
 Sept: 2025 Aug: 1191 July: 1087
- **Overdrive E-material Checkout:** March 187 Feb: 121 Jan: 159 Dec: 126 Nov: 122
 Oct: 116 Sept: 106 Aug: 139 July: 119 June: 133
- **Monthly Reference:**
March: 109 Feb: 100 Jan: 125 Dec: 108 Nov.: 103 Oct: 118
- **Parton Count:**
2018- March: 1402 Feb: 1095 Jan: 1019 Dec: 958 Nov: 950 Oct: 1192
March 2017: 1183 March 2016: 950

Policy Review: None

WVLS report:

- Next meeting Thursday, April 12th.
- Director attended Youth Service Workshop, focus was on summer reading program.

Director Report.

- Had 66 kids participate in the Easter Egg hunt. Had 4 adult volunteers help kids count eggs to avoid cheaters, next pre-ask certain parents to help. Spilt the kids into two groups (older and younger) gave the younger 5 minute head start. This worked. Another successful program was Teen Pancake art (photo in paper) 19 kids used Wausau's Maker

Kit to make edible art. Went through 2 boxes of pancake mix. Staff member Linda Hoffman started a winter walking program, she has 3 regulars)

- Last Month Program Count:
March Monthly Program total: 16 programs, 338 attendance
- Future Programs: See handout.
- Volunteer Hours: 7 different children help stuff eggs for the egg hunt, 2 girls volunteered to help decorate for Easter,
Operating Issues: none

Staffing Issues: none

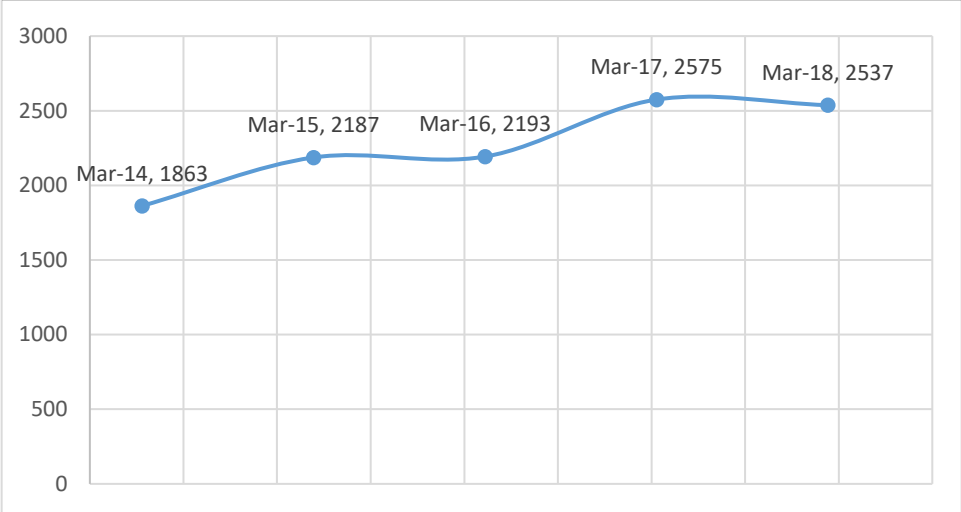
ACTION ITEMS:

NOTES: used projector for meeting to cut down on paper waste, will repeat. Possibly get Venus fly trap in lieu of library pet.

MOTION TO ADJOURN: Braun/Giffin 5:48 pm

Next meeting: May 9th at 5:00 PM

Feb. Circulation Counts, 2014-2018.



	March Program Type			Program Title:	Total Atte	0 to 12	13 to 18	Other
	Other	Literary	Drop In					
3/16/2018	1			Game Night	5			5
3/9/2018	1			Movie Night 3/9 Coco	95	67	18	10
3/20/2018		1		GG Bookclub Mar	3	0	0	3
3/13/2018		1		WC Mar/Orphan Train	3	0	0	3
3/2/2018		1		Story Time Happy B-day Cat in the Hat	8	4	0	4
3/16/2018		1		Story Time 3/16	13	7		6
3/9/2018	1			Egg Hunt	87	67	0	20
3/16/2018	1			Walking with Linda 3/16	1			
3/2/2018	1			Walking with Linda 3/2	2			2
3/15/2018	1			Adult Craft Night, beaded suncatcher	12	7	2	3
3/29/2018	1			Easter Cards with Creative Hideaway	11	8		3
3/30/2018	1			Easter Cookie decorating w/storytime	49	31	5	13
3/30/2018			1	Fox Craft	11			11
3/20/2018	1			Kid bracelet	3	2		1
3/17/2018		1		St. Patty's Savenger's Hunt 3/17	21	16		5
3/30-3-31			1	Visiting Tec/ Snap Cercits	14	8	3	3
Monthly Program total: 16					338			

Minutes from the City of Abbotsford Finance and Personnel Committee held Monday April 16th, 2018 in the Abbotsford City Council Chamber

Chairman Anders **called the meeting to order** at 5:00 p.m.

Roll Call: Anders, Kramer, Faber, Horacek

Other Present: Mayor Voss, Weideman, Clement, Clerk/Treasurer Lopez, Deputy Clerk/Treasurer Langenhahn, DPW Manager Stuttgart, Water/Wastewater Director Medenwaldt, and K. O'Brien – Tribune Phonograph

Totzke arrived at 5:08 p.m.

The **Pledge of Allegiance** was heard

Under **comments from the public**, David Reuden asked how much the City has spent in lawyer fees in the SHE lawsuit. He also asked who changed engineering companies in the ongoing project. Jon Mueller asked why the change took place and inquired as to whether or not the City saved money. Sue Sossaman asked the Council to review the WIPFLI report and its findings.

Under **Discuss/approve March bills**, motion Kramer/Weideman to approve the March bills. Motion carried without negative vote.

The **March receipts/expenditures/financial reports/budget comparisons** were presented.

The **Overtime report** was presented.

There was nothing to present under **incidents/accidents/training**

Under **Discuss/approve increasing garbage rates charged to customers**, motion Faber/Weideman to increase garbage rates by \$1.35. Motion carried without negative vote. Kramer suggested sending out a reminder in May's water bills of the coming increase.

Under **Discuss/recommend Employee Handbook revision**, Anders presented several changes to the City of Abbotsford Employee handbook. Discussion took place concerning reporting vacation, salaried and non-salaried employees, and providing notice to immediate supervisor. Consensus was to bring changes back to Finance next month for more discussion.

Under **Consideration of motion 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 employees in City Hall and discussion of conduct and performance expectations for a City employee (Per Dean Dietrich changed at 1:43 p.m. 4/16/2018 under the 2 hour notice provision)** motion Kramer/Loren Voss to convene into closed session.

Roll call: Anders – yes, Horacek – yes, Tetzke – yes, Clement – yes, Loren Voss – yes, Faber – yes, Weideman – yes, Kramer – yes

Motion Anders/Kramer to adjourn. Motion carried without negative vote.

Minutes from the **Public Works/Water/Wastewater Committee** held April 25th, 2018 in the Abbotsford City Hall Council Chambers.

Those present: Brent Faber, Jeremy Totzke, and Peter Horacek. Cathy Clement – absent.

Also present: DPW Manger Craig Stuttgen, Water Wastewater Director Todd Medenwaldt, Deputy Clerk/Treasurer Jacob Langenhahn, and Kevin O'Brien – Tribune Phonograph

Meeting was called to order at 5:15 p.m.

There were no comments by the Chair.

There were no comments by the Public.

Under **Water/Wastewater/Public Works Update**, Medenwaldt updated the committee that this summer they will be repairing several City hydrants. The repairs would cost approximately \$5,000.00 and he wanted to inform the committee about the expenditure. Stuttgen informed the committee that now that SEH has settled with the City, there is money left over in the grant fund to be used for other City projects.

Under **Discuss/recommend Basketball Hoop at Center Field**, Stuttgen explained that the Police Department had been having troubles with kids playing in the streets. The Police Department wanted to explore putting up a Basketball Hoop at a local park to see if kids would play there. Stuttgen said that an adjustable hoop would cost approximately \$770.00. Totzke stated that he felt that between the Public Works Department's Labor and concrete, the project would cost over \$800.00. Stuttgen agreed but stated the total cost wouldn't be much over that. Totzke said that he feels it wouldn't be \$800.00 well spent. Faber agreed that he felt it was expensive and that the project could be done for cheaper. Horacek suggested Stuttgen investigate if there could be a cheaper way of doing the project.

Under **Discuss/recommend 4 Year Sewer Plan**, Stuttgen told the committee that there has be a record done annually to be submitted to insurance. The plan requires that the City spend around \$10,000 on sewer cleaning for this year. **Motion** Horacek/Totzke to approve expenditure. Motion carried without negative vote.

Under **Discuss/recommend Winter Hours at Dump Site**, Stuttgen said that in order to cut down on the amount of junk left at the dump site, the City would change hours of operation during winter months. In Winter, people would only be able to come and drop something off by appointment only. He said that if they come during business hours, he could send one of his employees down to open up the dump site for them. The committee also agreed that Winter months means from November 15th to March 15th. **Motion** Horacek/Totzke to make Winter hours by appointment only at the dump site. Motion carried without negative vote.

Under **Discuss/recommend Selling Plow Truck**, Stuttgen informed the committee that the Public Works Department would like to sell their red dump truck. **Motion** Horacek/Totzke to sell plow truck. Motion carried without negative vote.

Motion Horacek/Totzke to adjourn at 5:38 p.m. Motion carried without negative vote.

5/04/2018 2:31 PM Reprint Check Register - Full Report - ALL Page: 1
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USDA - WASTE WATER TREATMENT PLANT 2013

ALL Checks

Posted From: 5/01/2018 From Account:
Thru: 5/01/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
1281	5/01/2018	ANDERSON O'BRIEN LEGAL RELATED TO DEPOSITION	
800-00-53610-000-656		SEWER - NEW PLANT 2014 LOPEZ LEGAL - MANDATORY DEPOSITION	1,692.00
		116860 MATTER 24869-28551	
		Total	1,692.00
1282	5/01/2018	COLE DISPUTE RESOLUTION MEDIATION	
800-00-53610-000-656		SEWER - NEW PLANT 2014 MEDIATION	1,865.00
		Total	1,865.00
1283	5/01/2018	RUDER, WARE, L.L.S.C. SEH TERMINATION	
800-00-53610-000-656		SEWER - NEW PLANT 2014 SEH LAWSUIT	9,553.00
		239105 MARCH	
800-00-53610-000-656		SEWER - NEW PLANT 2014 SEH LAWSUIT	3,415.45
		237194 FEB	
800-00-53610-000-656		SEWER - NEW PLANT 2014 SEH LAWSUIT	1,370.20
		238341 JAN	
		Total	14,338.65
1284	5/01/2018	SHORT ELLIOT HENDRICKSON INC. SETTLEMENT - SATISFACTION OF JUDGEMENT	
800-00-53610-000-656		SEWER - NEW PLANT 2014 SETTLEMENT OF JUDGEMENT	262,500.00
		SETTLEMENT	
		Total	262,500.00
		Grand Total	280,395.65

Minutes from the Colby/Abbotsford Board of Police Commissioners held April 9, 2018 at the Colby/Abbotsford Police Department

President Todd Schmidt **called the meeting to order** at 6:30 p.m.

Roll call: President Todd Schmidt, Vice President Dan Hederer, Randy Hesgard, and Roger Weideman; Dennis Kramer and Loren Voss - absent

Others Present: Colby Mayor Jim Schmidt, Clerk Jeni Lopez, Chief Jason Bauer and Kevin O'Brien – Tribune/Phonograph

There were **no comments by the Public.**

Motion Weideman/Hesgard to **approve the minutes** from the March 12, 2018 meeting as presented. Motion carried without negative vote.

Motion Hederer/Hesgard to **approve the expenditures** as presented in the amount of \$17,937.91. Motion carried without negative vote.

Under **Audit update**, it was stated that Johnson Block provided two options for audit services. Option 1 is a basic agreed upon procedures at a price of \$1,400 - \$1,700 and Option 2 is a full regular audit at a cost of \$4,900 - \$5,700. Motion Hesgard/Hederer to recommend to the city councils a small agreed upon service audit, at a cost not to exceed \$1,700 for the 2018 fiscal year with the audit completed in 2019. Motion carried without negative vote.

Under **School Resource Officer**, Chief Bauer stated he has spoken with the two school districts regarding this position and both districts have expressed interest. It was stated the typical funding would be 25% from the Police Department, and 75% from the School Districts. Adding this position would enhance security at the schools and include enforcing the law. Goals of this position would be to mentor children and to work on relationship building. Currently the Officers are in the schools regularly, but this would be a dedicated Officer to the schools. The Department of Justice has a one-year grant for school safety, but typically positions are not funded with this grant. When school is not in session, the Officer would be available to work with the Police Department. The grant is open for a 30-day period, but only school districts qualify for the funding. It is estimated that the new position will cost between \$68,000 and \$80,000 per year. Motion Hederer/Weideman to continue the School Resource Officer discussions with the school districts and the city councils. Motion carried without negative vote.

Under **Voluntary Forfeiture** it was stated that if a person admits that possession of money was gained by drug proceeds, they can voluntarily give the funds to the police department. Typically, these funds are then deposited into the investigation line item and are used for further drug investigations.

Under **Chief's Report**, Chief Bauer stated that the overtime may be a little higher this month as Officers have been attending training. It was stated that the vehicles are in good repair with the oldest Durango receiving new brakes this month. The new squad has been ordered. Jessica Weich will begin Ordinance patrol on Wednesdays again this summer. The K9 had 12 deployments which led to three arrests. The K9 will be gone one week for recertification in Michigan. The recertification consists of 36 hours of training and costs \$100. Motion Hederer/Hesgard to accept and file the Chief's Report as presented. Motion carried without negative vote.

The **next meeting date** was set for Monday, May 14, 2018, at 6:30 p.m. at the Colby/Abbotsford Police Department.

President Schmidt complimented the committee for the excellent year and gave a thank you to Loren Voss for great decision making and workmanship on the Police Commission as she is not seeking re-election.

Motion Hederer/Weideman to **adjourn** at 6:59 p.m. Motion carried without negative vote.

4/05/2018 1:28 PM

Check Register - Quick Report - ALL
 ALL Checks
 POLICE CHECKING NOW

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Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
12584	4/09/2018	AUTO WASH SUPPLIES CO. AUTO MAINT.	19.95
12585	4/09/2018	BBD SPORTS SHOP K9	71.98
12586	4/09/2018	BOWMAN, ALEX REIMBURSE FOR MEALS AT TRAINING	47.62
12587	4/09/2018	CARD SERVICES TRAINING, ADOBE, CLOTHING, SUPPLIES	1,062.41
12588	4/09/2018	CELL COM AIR CARDS, CELL PHONES	262.49
12589	4/09/2018	CHARTER COMMUNICATIONS PHONE & INTERNET	234.54
12590	4/09/2018	CITY OF ABBOTSFORD APRIL	81.03
12591	4/09/2018	COLBY ABBOTSFORD PROFESSIONAL POLICE MARCH DUES	250.80
12592	4/09/2018	COLBY CHRYSLER CENTER AUTO MAINT.	622.72
12593	4/09/2018	COMPLETE OFFICE OF WISCONSIN OFFICE SUPPLIES	109.13
12594	4/09/2018	DELTA DENTAL OF WISCONSIN APRIL PREMIUMS	664.20
12595	4/09/2018	FOURMENS FARM HOME-COLBY AUTO MAINT.	18.98
12596	4/09/2018	HEARTLAND NAPA BULB/TURN SIGNAL	11.98
12597	4/09/2018	KWIK TRIP INC MARCH FUEL	710.48
12598	4/09/2018	MENDEZ, JOHN INTERPRETER	180.00
12599	4/09/2018	POSTMASTER ROLL OF STAMPS	50.00
12600	4/09/2018	SECURITY HEALTH PLAN MAY PREMIUMS	9,531.52
12601	4/09/2018	SPECTRUM INSURANCE GROUP 2ND QUARTER	2,625.00
12602	4/09/2018	WE ENERGIES 2/14-3/15	367.99

4/05/2018 1:28 PM

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 ALL Checks
 POLICE CHECKING NOW

Page: 2
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Dated From:
 Thru:

From Account:
 Thru Account:

Check Nbr	Check Date	Payee	Amount
12603	4/09/2018	XCEL ENERGY 2/20-3/21	406.70
Grand Total <i>4/9</i>			17,329.52

3/23/2018 3:53 PM

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 ALL Checks
 POLICE CHECKING NOW

Page: 1
 ACCT

Dated From:
 Thru:

From Account:
 Thru Account:

Check Nbr	Check Date	Payee	Amount
12582	3/23/2018	CITY OF ABBOTSFORD MARCH WATER BILL	66.73
12583	3/23/2018	HOLIDAY COMMERCIAL FEB STATEMENT	541.66
Grand Total <i>3/23</i>			608.39

Expenditures Grand Total:
 \$17,937.91

Minutes from the Abbotsford Plan Commission meeting held April 18, 2018 in the Abbotsford City Council Chambers

Chairman Medenwaldt **called the meeting to order** at 7:00 a.m.

Roll call: Medenwaldt, Jakel, Baker, Weideman, Christensen, and Mayor Voss

Others present: Clerk Lopez, DPW Stuttgart, Horacek, and K. O'Brien – Tribune Phonograph

The **Pledge of Allegiance** was heard.

Under **discussion/update of future Industrial Park plans and Residential development goals**, it was stated when the TIF was developed an approved the commission reviewed the land available in the Community and identified areas where future growth would occur and reviewed the anticipated zoning and created a development/growth plan.

After **discussion the committee suggested to remain in open session to discuss a Developers Agreement/TIF Incentive with a potential TIF 7 developer**. DPW Stuttgart gave a presentation including pictures of the proposed Housing Development and also explained the financial impact of the housing development to the City. The project includes one apartment building to be constructed in 2018 at a value of \$2.6 million and a second building to be constructed in 2019 at a value of 2.2 million with the potential of an addition 3 buildings (valued at 2.2 million each) to be constructed in the future. Based on the first two buildings Stuttgart outlined the financial opportunity that would be presented to the City. This opportunity would allow the addition of about \$2.1 million dollars of infrastructure to the City with opening up additional housing lots. It was stated that the units would be high end apartment building with 16 units in each building, a mixture of 1, 2 and 3 bedroom units. Concerns came up with if there was adequate storage for the tenants as there were no garage spaces planed in this design.

Motion Weideman/Christensen to **recommend a Developer's Agreement between Abbotsford Northside Apartments, LLC and the City of Abbotsford to the Abbotsford City Council with the following terms:**

- A cash incentive of \$20,000
- The City will handle storm water
- The land (approximately 10 acres) will be given to Developer (Approximate value of \$51,610)
- 4th Avenue North of Pine Street with have curb/gutter/pavement within the Right-of-Way by fall 2018
- The City will handle the wetland permitting/delineation
- The City will handle the survey
- The City will supply laterals for water/sanitary/storm sewer to the site
- The Development will occur within the next 5 years (construction of first building in 2018 and the second building in 2019)

Motion carried without negative vote.

Motion Baker/Jakel to **adjourn** at 8:03 a.m. Motion carried without negative vote.

MAY 2018

CITY OF ABBOTSFORD

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7 COUNCIL	8	9	10	11	12
13	14 POLICE 6:30	15	16 FINANCE 6:00	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

[JUNE 2018]

CITY OF ABBOTSFORD

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4 COUNCIL	5	6	7	8	9
10	11 POLICE	12	13	14	15	16
17	18	19	20 FINANCE	21	22	23
24	25	26	27	28	29	30