

City of Abbotsford

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

ABBOTSFORD CITY COUNCIL
TO BE HELD Monday, March 7, 2022 at 6:00 P.M.
AT THE ABBOTSFORD COUNCIL CHAMBER

1. Call the regular meeting to order
 - a. Meeting Posted According to State Statutes
 - b. Roll call
 - c. Pledge of Allegiance
2. Presentation from Abbotsford School District Administrator Ryan Bargender-April 5th, 2022 Referendum (pgs.3-4)
3. Presentation from Andrew Venzke-Candidate for Marathon County Board District 30
4. Comments by the Mayor
5. Comments by the City Administrator
6. Comments by the Public- 2 Minute Time Limit
7. Minutes from the City Council Meeting held February 16, 2022 (pgs. 5-6)
 - a. Waive the reading and approve/disapprove the minutes
8. Fire Department Update
9. Discussion: Abbotsford Turns 150 in 2023
10. Library Update (pgs. 7-25)
11. Discussion: White Goods Collection (pg.26)
12. Incidents, Training, Accidents
13. Public Works Update
14. Approve/Disapprove Crack Sealing Bid for 2022
15. MSA Update (pgs. 27-28))
16. Approve/Disapprove Awarding Bid for Butternut Street Reconstruction 4th To 5th Avenue and Alley (Between W. Sycamore and W. Butternut) Sanitary Sewer Replacement From 3rd Avenue To 4th Avenue (pgs. 29-31)
17. Approve/Disapprove Awarding Bid for 2022 Asphalt Paving and Maintenance (Including 11th Street, HiLine, Cedar, 9th And Galvin) (pgs. 32-33)
18. Approve/Disapprove Amendment #1 to MSA Professional Service Agreement for the Butternut Street Project. (pgs. 34-38)
19. Approve/Disapprove MSA Professional Service Agreement for Schilling Park Design-Basketball & Pickleball Courts (pgs. 35-45)
20. Approve/Disapprove MSA Professional Service Agreement for the 5th Street Reconstruction Project (pgs. 46-52)
21. Approve/Disapprove MSA Professional Service Agreement for the 2022 DNR Safe Drinking Water Funding Application. (pgs. 53-56)
22. Approve/Disapprove Appointing Craig Stuttgen as the City of Abbotsford Parking Enforcer. (pgs. 57-60)

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.

23. Water/Wastewater Update
24. Approve/Disapprove Hiring a Wastewater/Water Operator (pg. 61)
25. Next Meeting-Wednesday, March 16, 2022
26. Future Agenda Items-No Action Will Be Taken
27. Adjourn

Abbotsford City Council Meeting Monday, March 7, 2022 6:00 PM
Mon, Mar 7, 2022 6:00 PM - 9:00 PM (CST)

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REFERENDUM INFORMATION

\$1,500,000 Referendum for the School District of Abbotsford on the April 5 Ballot

Why go to referendum now....

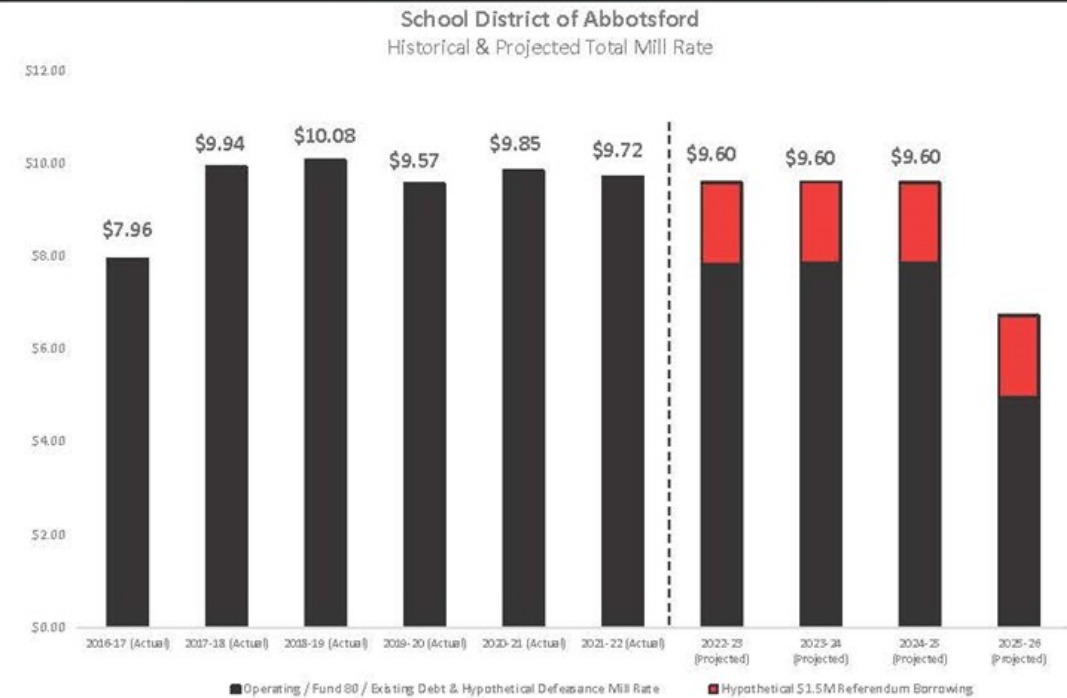
- ✓ The District is able to borrow the referendum funds to complete this project without increasing property taxes.
- ✓ Referendum funds will be used toward the FEMA addition project. The District received a nearly \$2.2 million FEMA grant to help fund the project, and this funding needs to be utilized within specific time parameters. Due to the space needs of the District and required construction time frame, this project will be constructed regardless of the outcome of the referendum utilizing additional District resources.
- ✓ A successful referendum allows the School District to maintain reserve funds necessary for unexpected emergencies and future capital needs.
- ✓ Referendum funds will be borrowed through a short-term note of only 4 years with a low interest rate.
- ✓ The District's solid fiscal planning and saving for this project has minimized the need for a larger facility referendum.

For more referendum information visit: abbotsford.k12.wi.us

REFERENDUM QUESTION

- Shall the School District of Abbotsford, Clark and Marathon Counties, Wisconsin be authorized to issue pursuant to Chapter 67 of Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,500,000 for the public purpose of paying the cost of a school facility improvement project consisting of: construction of an addition and renovations to the school building for classrooms, a multipurpose gymnasium and flexible space; and acquisition of furnishings, fixtures and equipment?

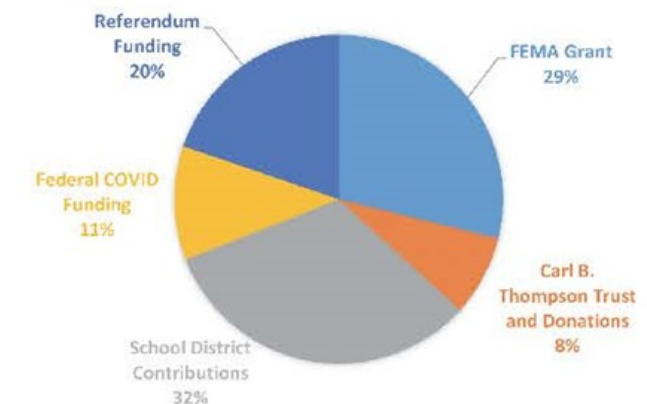
REFERENDUM TAX IMPACT



Mill rate based on 2021 Equalized Valuation (TID-GUT) of \$227,345,623 with 0.00% annual growth thereafter. District levied an additional \$550,000 in 2021-22 to defease existing debt in Spring of 2022. Assumes District will levy \$940,965 for Fund 10 and Fund 80 in total starting in 2023 and thereafter.

PROJECT FUNDING SOURCES

Funding sources percentages are noted in the chart below.



If referendum is not successful, the additional 20% of the project cost will need to be paid for by District Reserves.



4

District needs addressed through this project:

- Provides a FEMA safe room for the community and District for use during and after any natural emergency.
- Solves the most critical overcrowding and space challenges in the elementary school with the continued growing student population.
- Provides a multi-purpose gym space that can be utilized by the District for before/after school events and community functions.
- Provides three additional required classroom spaces for the District.
- The new community room will free up needed space in the high school.
- Expands the elementary school cafeteria/commons to provide adequate space for lunch.
- This project addition meets the most critical current needs of the District in a cost effective way.

Minutes from the February 16, 2022, Abbotsford City Council Meeting in the Abbotsford City Hall Council Chambers.

Mayor Weix called the Meeting to Order at 6:00.

Meeting was Posted According to State Statutes

Roll Call: Nixdorf, Diedrich, Huther, Zeiset, Weideman, Espino

Absent: M. Rachu, D. Rachu

Others Present: Administrator Soyk, Library Director Jochimsen, Brian Wilson (Star News/Tribune Phonograph)

Pledge of Allegiance – Held

Comments by the Mayor – Mayor Weix stated that there was a water main break on Cedar St. on Sunday, February 13, 2022. Mayor Weix thanked everyone who came in and repaired the break.

Comments by Interim Administrator- Administrator Soyk stated that we had an air leak on our sprinkler system at city hall. It has been leaking for a while and it eventually got worse which made it easier to find. Integrity Fire Protection came and repaired the corroded pipe that was leaking. Soyk stated that this was the second time in the past six months that we needed to repair an air leak. If we keep having issues, we may need to look at replacing the piping for the sprinkler system. Soyk stated that if we replace the piping, we should look at installing a nitrogen generator to prevent future corroding.

Minutes from the City Council Meeting held February 7, 2022- Motion to approve by Nixdorf /Huther. *Unanimous.*

Incidents, Training, Accidents- None

Approve/Disapprove Operators License- Administrator Soyk stated that Police Chief Bauer didn't have any issues with the applicant for the operators' license. Alderman Weideman asked why the dates for the operator's license were June 30, 2021 through June 30, 2022. Soyk stated that all operators' licenses run June 30th through June 30th. Motion to approve by *Diedrich/Nixdorf. Zeiset-No Motion carries 5-1.*

Discuss/Approve Putting \$1,631.34 from the 2021 Library Budget into the Library Savings Account- Administrator Soyk stated that the library was under budget for 2021 in the amount of \$1,631.34. We can put the leftover funds back into the general fund or into the library savings account. Library Director Jochimsen must indicate on her annual report where the leftover funds went. Alderman Huther stated that if there is a time when the library needs more funds in the future it would come from wherever we put these leftover funds now. Mayor Weix stated that he feels it is the library's money and it should go into the library's savings account. Motion to approve putting \$1,631.34 into the library savings account by *Huther/Diedrich. Unanimous.*

Police Department Update (From Meeting Held 02/14/22)- Alderman Weideman stated that the commission discussed how the police department was going to purchase new vehicles in the future. They approved the bills in the amount of \$16,075.85. They will be accepting applications for a full-time officer for another two weeks. Alder Diedrich stated that they have received 10 applications so far and have narrowed it down to three. They will be holding interviews in March for the position.

Public Works Update- None

Water/Wastewater Update- Water/Wastewater Supervisor Soyk stated that some of the Scada components at two of the water plants are outdated and he was notified today that they are no longer making replacement parts for them. Soyk stated that it would be a good idea to replace them next year when the city potentially adds more wells as there will be Scada work done for the new wells. The estimated cost currently is \$25,000 for each water plant.

Current Bills- Administrator Soyk stated that the tax settlement to the counties and schools are in the bills. Mayor Weix stated that he has reviewed the bills with Administrator Soyk and Clerk/Treasurer Clausnitzer. The council reviewed the current bills.

YTD Financials- The council reviewed the year-to-date financials.

City Bank Account Balances- The council reviewed the city bank account balances. Administrator Soyk stated that most of checks sent out have not cleared the bank yet, so the Treasurers Checking Account balance appears higher than it is. Alder Huther asked if the city is going to add to the Library Retirement Account monthly or if we are going to add the full budgeted amount all at once. Soyk stated that the city will be depositing the full budgeted amount of \$150 in the Library Retirement Account.

Next Meetings: Monday, March 7, 2022 & Wednesday, March 16, 2022

Future Agenda Items-No Action Will Be Taken- Alderman Weideman stated that there are some large trees in the Cemetery that need to be trimmed. Mayor Weix stated that it will be discussed at the Cemetery Committee Meeting.

Adjourn- Motion to adjourn by Nixdorf/Diedrich. The City Council Adjourned at 6:18 PM.

ABBOTSFORD PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

www.abbotsfordpl.org

REGULAR MONTHLY MEETING: Meeting / Feb, 16, 2022 / 5:00 PM / Public Room

ATTENDEES:

Jochimsen (Library Director), Board: Giffin, Bittner, Hinrichsen, Dukelow, Suttner, Archambo and Huther
Members absent:

Call to order: 4:59 pm

Reading of the minutes from previous meeting: Read and approved. Suttner/Dukelow.

Public Comment:

Old Business:

- Clock: The grandfather clock stopped working the first week of January. Director will call the company that came out in the fall of 2021 to look at the clock.
 - Update: Clockworks came on February 9th to look at grandfather clock. Found that the oil had run dry. At previous visit in Step. 2021 reoiled and said that oiling should last 2 years. Stated that reoiling was not something that the library staff should do. Stated dry air in the library could be the cause.
- Discuss changes to make for February or choose to maintain current hours/procedures.: Maintain procedures.
- No Saturday Hours in Summer: Memorial Saturday in May to Labor Day Saturday in September.
 - At the November 2021 meeting K. Olson resigned. Olson was on staff as a Saturday worker and substitute as needed. Before Olson resigned, Jochimsen, Corley, Kuyoth, and Olson each worked one Saturday a month. With Olson leaving, the director and remaining library staff suggest closing Saturdays during the Summer months to keep Saturdays worked at a comparable level. Saturdays were already changed from 4 hours to 3 hours when we reopened fully after Covid-19 shutdown (the lost Saturday hour was added to the Friday open hours. Dukelow moved and Bittner seconded to close on Saturdays, Memorial weekend Saturday till Labor Day weekend Saturday. Motion passed.
- Author Visit – Virtual or In person.
 - The library will try to bring in an author for National Library Month. With a virtual author, the library may not have to pay the cost of travel for the guest speaker. Also, the presentation can then be held both live on Facebook and in-person at the library with use of the projector. The director will begin searching for an author.
- 2022 Holidays: Approved.
 - First Closed Summer Saturday: Saturday, May 28th.: Closed
 - Memorial Day: Monday, May 30th: Closed
 - Independence Day: Monday, July 4th : Closed
 - Labor Day: Monday, September 5th: Closed
 - Thanksgiving: Thursday, November 24th: Closed
 - Black Friday: Friday, November 25th: Closed
 - Thanksgiving: Open: board suggested tying into “Small business Saturday” and hosting an event.
 - Dec. 23rd: Half day, 9am-1 pm
 - Christmas Eve: Saturday, December 24th: Closed
 - Christmas: Sunday
 - Day before New Year’s Eve: Friday, Dec 30
 - New Year’s Eve: Saturday: Closed
 - New Year’s Day: Sunday

New Business

- Sharon Archambo approved by City Council to replace M. Braun on the Library Board of Trustees.
- Discuss changes to make for March or choose to maintain current hours/procedures. Maintain procedures.
- Author Visit in honor of National Library Week – Virtual- Anne Davidson Keller (Madison), author of *Empty Chairs* @ Tuesday, April 5, 6:30 CDT.
 - Board advised not to focus on the virtual aspect of the event. Although the author will be virtual, she will be able to interact with a live library audience. Board feels that some patrons see the word virtual and assume that electronics are the only way to participate.

- Author Visit – Virtual- Library Book Club Susan Meissner The Nature of Fragile Things @ Tuesday, April 12, 6:30 CDT.

Election of Officers:

- Giffin nominated Hinrichsen for President, Suttner seconded. Vote Passed.
- Giffin nominated Stunner for Vice President, Dukelow seconded. Vote Passed.
- Suttner nominated Giffin for Treasurer, Bittner seconded. Vote Passed.

Treasurer’s Report: Dukelow moved to approve, Bittner seconded. Vote Passed.

- 5% of Budget Spent
- **Bank Account Balances Jan 2022:** Forward: 40,576.05, Forward Retirement: 450.16, Nicolet: 44508.45

Circulation Report:

- Total Circulation: **Jan. 2022: 1594**
Nov.2021: 1613 Dec. 2021: 1539
- Past Circ: Jan. 2021: 1499 Jan. 2020: 2,500 2019: 2,67 Jan 2018: 2,238 2017: 2,229 Jan 2016: 2,126
Jan 2015: 2011 Jan 2014: 1855

Circulation Break-down:

Books: 820, DVD: 240, Spoken Record: 40, Large Print: 32, Magazines: 44, Other: 25

Other Usage Report:

- Wireless Sessions: **Jan: 266** Dec: 511 Nov: 447 Oct: 347 Sept: 358 Aug: 401 July: 402 June: 556 May: 415 April: 417 March:442 Feb:289 Jan: 269
- Overdrive E-material Checkout: **Jan: 209** Dec: 168 Nov: 173 Oct: 143 Sept: 158 Aug: 157 July: 197 June: 172 May: 212 April: 225 March: 218 Feb:221 Jan: 229
- Website Visits: Jan: **266** Dec: 192 Nov: 192 Oct: 347 Sept: 210 Aug: 243 July: 186 June: 237 May: 270 April: 192 March:220 Feb:175 Jan: 204
- Public Computer Uses in **Jan: 102** Dec: 118 Nov: 142 Oct: 143 Sept: 125 Aug: 147 July: 50 June: 144 May: 116 April: 124 March:147 Feb:125 Jan: 82
- Monthly Reference:
Jan: 106
- Patron Count:
 - **Jan: 681** Dec.: 876 Nov: 650 Oct: 553 Sept:601 Aug: 552 July: 910 June: 742 May 2021: 555 April: 2021: 449
 - Last Year: 372

Public Library Annual Report: Shared, approved, and signed. Giffin moved to accept, Sutter seconded, approved.

Statement Concerning Public Library System Effectiveness: approved and signed. Giffin moved to accept, Bittner seconded, approved.

Policy Review:

- Social Media Customer Use-policy attached. Giffin moved to accept, Sutter seconded, approved.
- Library Social Media (to be discussed in March)

Director Report

- Last Month Program Count:
 - Jan: Monthly Program total: 11 programs, 133 attendance
- Future/Current Programs Overview: (see newsletter)
- Highlights: Local author, Conrad Christensen, will be at the library to teach patrons how to make maple syrup in their backyards: Saturday, Feb 19th at 10:00 am. Book: “Mapling at Almosta Ranch”

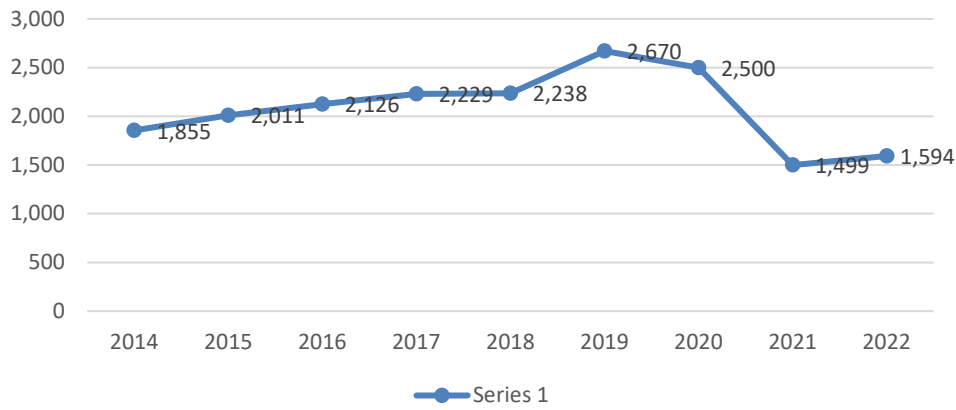
Staffing/Operating Issues: none

Next meeting:

Wed. March. 16th at 5:00 pm.

Adjourn: 5:40 pm Giffin/Bittner, passed

Circulation Report: of Jan 2014-2022



Date	Time	Duration	Local Event Name	Target Audience (Children (0-11); Young Adult (12-18); Other (all ages))	Group Attending (program) or Individual Participants (self-directed activity)	Format: In-person; Live, virtual; or Pre-recorded	If group attending, then number of attendees	If recorded live, virtual event later posted for on-demand viewing, then enter number of views	If pre-recorded, then number of views	If self-directed, then number of individual participants
1/3/2022	6-7 pm	1 hour	HEALTHY NEW YEAR HEALTHY NEW YOU! Badger Talk	Adults	Individual participants	Live, virtual		15		
1/3/2022	6-7 pm	1 hour	HEALTHY NEW YEAR HEALTHY NEW YOU! Badger Talk	Adults	Group attending	In-person	1			
1/11/2022	7-8 pm	1 hour	Book Club: Drowning Ruth	Adults	Group attending	In-person	9			
1/14/2022	7-9 pm	2 hour	Movie Night	General Interest	Group attending	In-person	0			
1/20/2022	6:30-8 pm	1 1/2 hour	Adult Craft: Snowman Salt Shaker	Adults	Group attending	In-person	1			
1/27/2022	6:30-8 pm	1 1/2 hour	Adult Craft: Snowman Salt Shaker	Adults	Group attending	In-person	4			
1/7/2022	10:30 -11:15 am	45 min	Story Time	Children 0-5	Group attending	In-person	3			
1/21/2022	10:30 -11:15 am	45 min	Story Time	Children 0-5	Group attending	In-person	10			
all month		all month	Activity Bags	Children 6-11	Individual participants	In-person				17
all month		all month	In House Craft: Penguin	Children 6-11	Individual participants	In-person				25
all month		all month	Winter Reading Bingo	General Interest	Individual participants	In-person				48

Social Media Patron Use

Abbotsford Public Library (APL) uses social media to communicate, educate, and inform its public about library programs, materials, and initiatives serving and promoting lifelong learning. APL social platforms provide a public forum to facilitate the sharing of ideas, opinions and information about library-related subjects and issues. APL social platforms are intended to create a welcoming and inviting online space where library users will find useful and entertaining information and can interact with library staff and other library users.

While APL encourages an open forum, posts and comments are moderated by library staff. APL reserves the right, within its sole discretion, not to post and to remove submissions or comments that are unlawful or violate the library's Standard of Conduct Policy. While comments will not be edited by APL personnel, a comment may be deleted if it violates the comment policy described below.

- Please be aware that when engaging with APL over social media, you are agreeing to the following:
 - Comments should be related to the posted topic for APL's social media page or post.
 - APL social media accounts are not open to comments promoting or opposing any person campaigning for election to a political office, or promotion or advertisement of a business or commercial transaction.
 - The use of obscene, threatening or harassing language is prohibited.
 - Personal attacks of any kind or offensive comments that target or disparage any ethnic, racial, age, or religious group, gender, sexual orientation or disability status are prohibited.
 - Comments advocating illegal activity or posting of material that violates copyrights or trademarks of others are prohibited.
 - You are subject to the Terms of Service (TOS) of the host site. Information (photos, videos, etc.) you share with or post to official APL pages is also subject to the TOS of the host site and may be used by the owners of the host site for their own purposes. For more information, consult the host website's TOS.
- Permanent Page Visitor Blocks: when impermissible comments are posted, the library:
 - Removes the comments from the social media page immediately and if deemed necessary contacts the people who posted them.
 - An individual who posts impermissible comments a second time will be blocked from the page.
 - The library will retain copies of all deleted inappropriate comments for a period of at least three (3) years to comply with the Open Public records Act (OPRA) document retention requirements.

This policy is subject to amendment or modification at any time

Approved 2/16/2022



ABBOTSFORD PUBLIC LIBRARY EVENTS

STORY TIME: Fridays, March 4th and 18th at 10:30 am. No registration required. Story times are held on the first and third Fridays of the month during the school year. Youth.

IN HOUSE YOUTH CRAFT!: Start of month until supplies run out. Yarn Rainbow.



FAMILY MOVIE: Friday, March 11th at 7:00 pm. Watching, The First

Shrek Movie. **COVID-19 RULES: Pre-registration Required. Limit 8 groups. Children Must be accompanied by an adult who stays for the movie. Library will set up room to accommodate social distancing. Attendees will wash hands on entry. Doors open at 6:30 pm and lock at 7:00pm. Snacks from home are allowed. All Ages**

WILD COOKIES BOOKCLUB - In House: Tuesday, March 8th at 7:00 pm.

Discussing *The Woman in Cabin 10* by Ruth Ware. a gripping psychological thriller set at sea from an essential mystery writer in the tradition of Agatha Christie. Ask the librarian for a copy of the book to check-out. **Adult**

WILD COOKIES BOOKCLUB-Off Site: Tuesday, March 8th. Meet at the library at 5:15 pm to carpool Wausau to play an escape room. Pay for your own ticket. Book will be discussed on the drive to Wausau. Ask the library for a copy of the book to check-out. Limit 8 Adults. Let the Director know by Feb. 23rd if interested, no guarantee on spots after that date. Bookclub members get priority.



ADULT CRAFT NIGHT: Thursday, March 17th at 6:30 pm. Wire Wrapped Rainbow Spiral Suncatcher. No cost, goodwill donation appreciated.

Registration Required. 16 or older, 12 and older if with an Adult.

ST. PATRICK'S DAY PERLER BEADS: Thursday, March 17th from 3-5 pm. Stop in and make a perler bead lucky charm. **All Ages**



END OF THE RAINBOW SCAVENGER HUNT: Sat, March 26th

10:00 am to 11:30 am Solve word riddles and clues to find treasure at the end of a spring/ color themed scavenger hunt. Hunt should take 20 to 30 minutes. **All ages, first grade reading level required.**

***These events are subject to change at anytime, please watch the library Facebook page for updates.**

Abbotsford Public Library 203 N. First St. Abbotsford WI 54405, (715)223-3920



INSTRUCTIONS: Complete and return two (2) signed copies of the form and attachments to the library system headquarters. Confirm with the library system if submitting electronic copies is preferred.

Board-approved, signed annual reports for 2021 are due to the DPI Division for Libraries and Technology no later than March 1, 2021.

I. GENERAL INFORMATION					
1. Name of Library			2. Public Library System		
3a. Head Librarian First Name	3b. Head Librarian Last Name	4a. Certification Grade	4b. Certification Type	5. Certification Expiration Date	
6a. Street Address	6b. Mailing Address or PO Box	7. City / Village / Town	8a. ZIP	8b. ZIP4	9. County
10. Library Phone Number	11. Fax Number	12. Library E-mail Address of Director			
13. Library Website URL		14. No. of Branches	15. No. of Bookmobiles Owned	16. No. of Other Public Service Outlets	
17. Does the library operate a books-by-mail program?	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is the library such a joint library legally established under Wis. Stat. s. 43.53?				
20. Square Footage of Public Library	21. Did the library or a branch move to a new facility or expand an existing facility during the fiscal year?		22. DUNS Number <i>Nine digits</i>		

HOURS OF OPERATION			
	Standard Service with No Restrictions on Building Access	Limited Service	Staff Only (no interior service for the public)
19a. Winter Hours Open per Week			
19b. Number of Winter Weeks			
19c. Summer Hours Open per Week			
19d. Number of Summer Weeks			
19e. Total Weeks per Year			
19f. Total Hours per year for this location			

COVID-19

Did the library provide the following services during the COVID-19 pandemic?

	Yes / No	Number of Interactions (if known)
1a. answering general information requests from the public (phone calls, emails, text messages, online forms, etc.)		
1b. providing reference service		
1bi. reference service provided via email		
1bii. reference service provided via chat		
1biii. reference service provided via text message		
1biv. reference service provided via telephone		
1bv. reference service provided via another method (e.g., online service or form)		
1bvi. describe "another method of reference service":		
1c. hosting virtual programming or recorded content		
1d. offering curbside pickup		
1e. offering drive-thru circulation of physical materials		
1f. offering vestibule/porch pickups		
1g. offering delivery of materials (mail or drop-off)		
1h. managing IT services for external Wi-Fi access		
1i. providing other types of online and electronic services		
1ii. describe "other services":		

	ELECTRONIC MATERIALS ADDED DUE TO COVID-19	
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Did the library add or increase access to electronic collection materials due to the COVID-19 pandemic?

	Yes / No	Number Added (if known)
2a. increasing the concurrent or monthly borrowing limits for electronic materials purchased locally		
2b. increasing the concurrent or monthly borrowing limits for electronic materials purchased by the library system or consortia		
2c. increasing the number of electronic materials and holdings purchased locally		
2d. increasing the number of electronic materials and holdings purchased by the library system or consortia		
2e. augmenting the public's ability to use electronic materials in another way		
2f. describe "augmenting in another way":		

	PUBLIC SERVICES COVID-19	
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Did the library add or increase access to electronic collection materials due to the COVID-19 pandemic?

	Yes / No
3. Electronic Library Cards Issued During COVID-19	
4. External Wi-Fi Access Added During COVID-19	
5. External Wi-Fi Access Increased During COVID-19	
6. Staff Re-Assigned During COVID-19	

	COVID-19 CLOSURES	
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Initial date closed due to COVID-19	
First date reopened following initial COVID-19 closure	
Additional building closure and reopening dates, please describe	

II. LIBRARY COLLECTION		
	a. Number Owned / Leased	b. Number Added
1. Books in Print <i>Non-periodical printed publications</i>		
2. Electronic Books <i>E-books</i>		
3. Audio Materials		
4. Electronic Audio Materials <i>Downloadable</i>		
5. Video Materials		
6. Electronic Video Materials <i>Downloadable</i>		
7. Other Materials Owned		
8a. Electronic Collections <i>Locally owned or leased</i>		
8b. Electronic Collections <i>Purchased by library system or consortia</i>		
8c. Electronic Collections <i>Provided through BadgerLink</i>		
9. Total Electronic Collections <i>Local, regional, and state</i>		
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>		

III. LIBRARY SERVICES							
1. Circulation Transactions		b. Children's Materials		c. Circulation of Other Physical Items (subset of 1a.)			
a. Total Circulation							
2. Interlibrary Loans (ILL)							
Method for Counting ILL Transactions							
Mode of ILL Transaction (Only Total will display when Total ILL Transactions is listed as the Method for Counting ILL Transactions)		Items Loaned to Other Libraries <i>Provided to</i>			Items Borrowed from Other Libraries <i>Received from</i>		

Integrated Library System (ILS)							

WISCAT							

Other (includes OCLC, manual tracking, or other methods)							

Total							

3. Number of Registered Users			4. Reference Transactions		5. Library Visits		
a. Resident	b. Nonresident	c. Total	a. Method	b. Annual Count	a. Method	b. Annual Count	

6. Uses of Public Internet Computers				7. Uses of Public Wireless Internet			
a. Number of Public Use Computers	b. Number of Public Use Computers with Internet Access		c. Method	d. Annual Count	a. Method	b. Annual Count	

8. Website Visits	9a. Local Electronic Collection Retrievals	9b. Other Electronic Collection Retrievals	9c. Statewide Electronic Collection Retrievals	9d. Total Electronic Collection Retrievals			

10. Uses of Electronic Materials by Library Users							
a. E-Books	b. E-Audio	c. E-Video	d. Total Uses of Electronic Materials		e. Uses of Children's Electronic Materials		

LIBRARY PROGRAMS AND ATTENDANCE

11. Programs and Program Attendance Annual Count
 Method for Counting Number of Programs and Attendance

Total Program and Attendance Statistics

	a. Children (0-11)	b. Young Adult (12-18)	c. Adult (19+)	d. General Interest (all ages)	e. Total
Number of Programs					
Total Program Attendance					
Describe the library's programs					

In-person, Virtual, and Pre-recorded Program Statistics

	In-Person Programs		d Program Attendance		Count
	a. Children (0-11)	b. Young Adult (12-18)	c. Adult (19+)	d. General Interest (all ages)	e. Total
Number of Programs					
Total Program Attendance					
Describe the library's in-person programs:					

Live Views of Virtual Programs and Virtual Program Attendance Annual Count

	a. Children (0-11)	b. Young Adult (12-18)	c. Adult (19+)	d. General Interest (all ages)	e. Total
Number of Live Virtual Programs					
Total Live Virtual Program Attendance					
Total Views of Live Programs Recorded for Asynchronous Viewing					
Which platforms does the library use to host the library's live, virtual programs:					
Describe the library's live, virtual programs:					

Views of Pre-recorded Programs and Pre-recorded Program Attendance Annual Count

	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total
Number of Pre-recorded Programs				
Total Pre-recorded Program Views				
Which platforms does the library use to host the library's pre-recorded programs:				
Describe the library's pre-recorded programs:				

IV. LIBRARY GOVERNANCE

Library Board Members. *List all members of the library board as of the date of this report. List the president first. Indicate vacancies.*

First Name	Last Name	Street Address	City	ZIP+4	Email Address
PRESIDENT					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Number of Library Board Members
Include vacancies in this count

[Greyed-out input area for the number of library board members]

V. LIBRARY OPERATING REVENUE

Report operating revenue only. Do not report capital receipts here.

1. Local Municipal Appropriations for Library Service **Only Joint libraries report more than one municipality here**

Municipality Type	Name	Amount

		Subtotal 1
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2. County

a. Home County Appropriation for Library Service

Subtotal 2a

b. Other County Payments for Library Services

County Name	Amount	County Name	Amount

		Subtotal 2b
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3. State Funds

a. Public Library System State Funds

Description	Amount	Description	Amount

b. Funds Carried Forward from Previous Year

c. Other State Funded Program

		Subtotal 3
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4. Federal Funds *Name of program—for LSTA grant awards, grant number and project title*

Program or Project	Amount

		Subtotal 4
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5. Contract Income *From other governmental units, libraries, agencies, library systems, etc.*

Name	Amount	Name	Amount

		Subtotal 5
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6. Funds Carried Forward <i>Do not include state aid. Report state funds in 3b above.</i>	7. All Other Operating Income	8. Total Operating Income <i>Add 1 through 7</i>	9. What is the current year annual appropriation provided by governing body(ies) for the public library?	10. Was the library's municipality exempt from the county library tax for the report year? <i>Wis. Stat. s. 43.64(2)</i>
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XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

1. Of the total circulation reported for the library from Section III, item 1, what was the total circulation to nonresidents
See instructions for definition of nonresident

Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.		a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in the Library's County				
3. Circulation to Nonresidents Living in Another County in the Library System				
4. Circulation to Nonresidents Living in an Adjacent County Not in the Library System				
5. Circulation to All Other Wisconsin Residents		6. Circulation to Persons from Out of the State		
7. Are the answers to items 1 through 6 based on actual count or survey/sample?	8a. Does the library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)?	8b. If yes, does the library allow residents in adjacent systems to purchase library cards?		

9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library

Name of County	Circulation	Name of County	Circulation
a.		f.	
b.		g.	
c.		h.	
d.		i.	
e.		j.	

XII. TECHNOLOGY

1. Does the library provide wireless Internet access?	2. Library type of Internet connection <i>Mark all that apply</i> <input type="checkbox"/> a. State TEACH line <input type="checkbox"/> b. Other broadband connection <i>Local cable, telco, community network, etc.</i>	3. Library use of Internet filtering software or service <input type="checkbox"/> a. Yes, on all Internet workstations <input type="checkbox"/> b. Yes, on some Internet workstations <input type="checkbox"/> c. No filtering on any Internet workstation
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XIII. SELF-DIRECTED ACTIVITIES, STAFF SERVING YOUTH / ADULTS

1. Self-directed Activities <i>Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.</i>		a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total
	Number of Self-directed Activities				
	Total Self-directed Activity Participation				

2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. *Only the primary person is displayed here.*

a. First Name b. Last Name c. Email Address

3. Name and email address of primary staff person who serves as the librarian for adults. *Only the primary person is displayed here.*

a. First Name b. Last Name c. Email Address



XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS

We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in *Wis. Stats.* A check (X) or a mark in the checkbox indicates compliance with the requirement.

- The library is established under s. 43.52 (municipalities), s. 43.53 (joint libraries), or s. 43.57 (consolidated county libraries and county library services) of the Wisconsin Statutes [s. 43.15(4)(c)1].
- The library is free for the use of the inhabitants of the municipality by which it is established and maintained [s. 43.52(2), 73 Op. Atty. Gen. 86(1984), and OAG 30-89].
- The library's board membership complies with statutory requirements regarding appointment, length of term, number of members and composition. [s. 43.54 (municipal and joint libraries), s. 43.57(4) & (5) (consolidated and county library services), and s. 43.60(3) (library extension and interchange)].
- The library board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund [s. 43.58(1)].
- The library director is present in the library at least 10 hours a week while library is open to the public, less leave time [s. 43.15(4)(c)6]
- The library board supervises the administration of the library, appoints the librarian, who appoints such other assistants and employees as the library board deems necessary, and prescribes their duties and compensation [s. 43.58(4)].
- The library is authorized by the municipal governing board to participate in the public library system [s. 43.15(4)(c)3].
- The library has entered into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries, and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This shall not prohibit a municipal, county, or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program, or from providing remote access to a library's online resources only to its residents. [s. 43.15(4)(c)4].
- The library's head librarian holds the appropriate grade level of public librarian certification from the Department of Public Instruction [s. 43.15(4)(c)6 and Administrative Code Rules PI 6.03].
- The library annually is open to the public an average of at least 20 hours each week except that for a library in existence on June 3, 2006, annually is open to the public an average of at least 20 hours or the number of hours each week that the library was open to the public in 2005, whichever is fewer [s. 43.15(4)(c)7].
- The library annually spends at least \$2,500 on library materials. [s. 43.15(4)(c)8].

XV. CERTIFICATION

I CERTIFY THAT, to the best of my knowledge, the information provided in this annual report and any attachments are true and accurate and the library board has reviewed and approved this report.

President, Library Board of Trustees Signature <i>or designee</i> 	Name of President or Designee <i>Print or type</i>	Date Signed
Library Director / Head Librarian Signature 	Name of Director / Head Librarian <i>Print or type</i>	Date Signed

STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

As required by Wis. Stat. s. 43.58(6)(c), the following statement that the library system either did or did not provide effective leadership and adequately meet the needs of the library must be completed and approved by the library board. The response should be made in the context of the public library system's statutory responsibilities and the funding which it has available to meet those responsibilities.

County

The _____ Board of Trustees hereby states that in 2021 the _____
Name of Public Library Name of Public Library System / Service

- did** provide effective leadership and adequately met the needs of the library.
- did not** provide effective leadership and **did not** adequately meet the needs of the library.

Indicate with an X one of the above two statements.

Explanation of library board's response. *Attach additional sheets if necessary.*

Note: With the approval of the library board of trustees, this statement may be submitted separately from the Annual Report form that is sent to the library system, as an e-mail attachment to LibraryReport@dpi.wi.gov.

CERTIFICATION

The preceding statement was approved by the Public Library Board of Trustees.

Division staff will compile the statements received for each library system and, as required by Wis. Stat. s. 43.05(14), conduct a review of a public library system if at least 30 percent of the libraries in participating municipalities that include at least 30 percent of the population of all participating municipalities report that the public library system did not adequately meet the needs of the library. This statement may be provided to the public library system.

President, Library Board of Trustees Signature <i>or designee</i>	Name of President or Designee <i>Print or type</i>	Date Signed
➤		

	COMMENTS	
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SAMPLE

WHITE GOODS collection

ITEMS BELOW ACCEPTED AT NO CHARGE

LARGE OR SMALL APPLIANCES INCLUDING

BUT NOT LIMITED TO:

HUMIDIFIERS/DEHUMIDIFIERS * REFRIGERATORS
* FREEZERS * WASHERS * DRYERS *
* WATER HEATERS * WATER SOFTENERS *
* VACUUM CLEANERS * MICROWAVES * AC UNITS
* FLAT SCREEN TVS * LAWNMOWERS * TILLERS *
DISHWASHERS * STOVES/OVENS * SMALL APPLI-
ANCES * LAMPS * FANS * COMPUTER PARTS AND/
OR TOWERS, SPEAKERS, FLAT SCREEN MONITORS,
KEYBOARDS * METAL HOUSEHOLD ITEMS * CAR
PARTS * CAR BATTERIES * TOOLS * LITHIUM ION
BATTERIES * NUTS, BOLTS, ETC * EMPTY METAL 55
-GALLON DRUMS * SCRAP METAL * RIMS WITH-
OUT TIRES *

NOT ACCEPTED:

TIRES; PLASTIC BARRELS or TOTES, GLASS BOTTLES
or DISHES, WINDOWS, GARBAGE, PLASTIC, CARD-
BOARD, PAPER GOODS, YARD WASTE

ITEMS WITH CHARGES

- TUBE TVS \$15
- PROJECTION TVS \$15
- TUBE MONITORS \$15



**OPEN TO
THE PUBLIC**

Questions? Call Brad 715.660.8803

*Sponsored by the City of Colby and
the Town of Hull*

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**SATURDAY
JUNE 26, 2021
8:00 AM-12:00**

City of Abbotsford, WI**CLIENT LIAISON:**

Dan Borchardt, PE
Phone: 715.304.0448
Cell: 715.216-3601
dborchardt@msa-ps.com

DATE:

March 7, 2022

**ABBOTSFORD BUTTERNUT STREET RECONSTRUCTION (4TH TO 5TH STREET) – MSA PROJECT #07681059**

An online bid opening was held on Tuesday, March 1, 2022. There were several qualified bidders for both Project A and B. Prime Contractor Francis Melvin was the low apparent bidder for Project A with a submitted bid of \$312,192.81. And American Asphalt was the low apparent bidder for Project B with a submitted bid of \$279,345.01. MSA recommends Francis Melvin and American Asphalt be awarded their respective projects. Upon award and approval, a preconstruction meeting will be scheduled for April 5, 2022 @ 10:00AM. MSA prepared a design amendment for the addition of Alley (between Sycamore and Butternut) Sanitary Sewer replacement between 3rd Ave and 4th Avenue and additional bidding for asphalt maintenance around the City.

ABBOTSFORD CDBG GRANT APPLICATIONS/ADMINISTRATION MSA PROJECT(S) #07681052/53

The Environmental Assessment Certification for the tower rehabilitation portion of the Water System Improvements for the CDBG grant (CDBG PF 21-01) was received from the DOA (Department of Administration) on February 9, 2022. This means the Environmental Assessment was completed successfully. Being that the CDBG contract has been signed, the funds are now available for the tower rehabilitation portion of the Water System Improvements. MSA is still working on the Environmental Report for the well rehabilitation and new wells portion.

MSA will prepare a scope of services and contract for SDWL application and administration to cover the portion of funding that is not covered by the CDBG grant. This application will be submitted along with project plans on June 30, 2022.

ABBOTSFORD ELEVATED WATER RESERVOIR REHABILITATION– MSA PROJECT #07681056

Receiving the Environmental Assessment Certification for the water tower rehabilitation, MSA send Viking Painting, LLC the notice to proceed. This will allow Viking to order supplies needed for rehabilitation and painting of the tank. Per the contract documents, Viking will move on site in late July. MSA will set up a preconstruction meeting in the next month or two.

Wisconsin DNR has responded to the plans and technical specifications submittal with a request for additional information. MSA plans to respond within the next week.

ABBOTSFORD WELL RECONDITIONING – MSA PROJECT #07681057

MSA is focusing on the new well project and will focus on well rehab once test well construction is under contract.

PROJECT UPDATE

ABBOTSFORD NEW WELL DESIGN BIDDING AND CONSTRUCTION – MSA PROJECT #07681058

The well site investigation report has been completed. MSA met with Josh 2/24/22 to review the report and discuss test well locations. We are working to set up a meeting with Brunner Well Drilling to discuss test well locations and construction. The final plans and technical specifications for the wells need to be complete and submitted to DNR on or before June 30, 2022.

ABBOTSFORD WATER SYSTEM EVALUATION – MSA PROJECT #07681047

MSA provided City staff a draft of the report on January 5th for review and comment. Josh is in the process of reviewing the report. MSA will update the report with any additions or changes once Josh completes his review.

ABBOTSFORD- SCHILLING PARK BASKETBALL AND PICKLEBALL COURT– MSA PROJECT #07681061

MSA prepared a scope of service and contract to prepare a site plan design for the City's Schilling park improvements.

ABBOTSFORD- N 5TH STREET RECONSTRUCTION (MAPLE TO OAK) #07681055

The City is still awaiting the results of the LRIP MSI-D grant that was submitted in November of 2021. Results typically are announced in March or April.

MSA prepared a scope of service and contract to assemble design plans for about 1,200ft of street for this project so that the project could still be bid and constructed in 2022 if the grant is awarded. If the grant is not awarded the City and MSA will review a strategy for alternative funding such as BIL funding or SDWL funding with CDBG funding by adding a section of Cedar Street between 2nd and 3rd.

SAFE ROUTES TO SCHOOL — MSA PROJECT #07681015

MSA exchanged emails and called the DOT on March 2, 2022. DOT has not provided an update on the status of reimbursement.

City of Abbotsford Project A: 2022 Butternut Street Reconstruction, Project B: 2022 Asphalt Paving & Maintenance (11th, HiLine, Cedar, 9th, Galvin) (#8092886)

Owner: CITY OF ABBOTSFORD

Solicitor: MSA

03/01/2022 02:00 PM CST

Item #	Item Description	UoM	Quantity	Engineer Estimate		American Asphalt of Wisconsin		Francis Melvin, Inc.		RC Pavers LLC/Ron Christiansen Trucking Inc.		Switlick & Sons Inc.		Haas Sons, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PROJECT A (enter ZEROS if not bidding on Project A)															
A1	Mobilization, Bonds, and Insurance	LS	1	\$51,500.00	\$51,500.00	\$0.00	\$0.00	\$9,475.00	\$9,475.00	\$0.00	\$0.00	\$80,000.00	\$80,000.00	\$10,460.00	\$10,460.00
A2	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,150.00	\$1,150.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
A3	Erosion and Sedimentation Control	LS	1	\$3,300.00	\$3,300.00	\$0.00	\$0.00	\$775.00	\$775.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	\$700.00	\$700.00
A4	Site Maintenance and Restoration	LS	1	\$19,300.00	\$19,300.00	\$0.00	\$0.00	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$13,000.00	\$13,000.00	\$19,240.00	\$19,240.00
A5	Clearing and Grubbing	HD	100	\$25.00	\$2,500.00	\$0.00	\$0.00	\$31.00	\$3,100.00	\$0.00	\$0.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00
A6	Dewatering	LS	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$1.00
A7	Concrete Quality Control	LS	1	\$750.00	\$750.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
A8	4-inch PVC Water Main	LF	22	\$45.00	\$990.00	\$0.00	\$0.00	\$41.00	\$902.00	\$0.00	\$0.00	\$48.00	\$1,056.00	\$96.25	\$2,117.50
A9	4-inch Gate Valve & Box	EA	1	\$1,700.00	\$1,700.00	\$0.00	\$0.00	\$1,808.00	\$1,808.00	\$0.00	\$0.00	\$1,700.00	\$1,700.00	\$1,900.00	\$1,900.00
A10	6-inch X 4-inch Tee	EA	1	\$550.00	\$550.00	\$0.00	\$0.00	\$865.00	\$865.00	\$0.00	\$0.00	\$400.00	\$400.00	\$850.00	\$850.00
A11	6-inch PVC Water Main	LF	536	\$60.00	\$32,160.00	\$0.00	\$0.00	\$45.85	\$24,575.60	\$0.00	\$0.00	\$48.00	\$25,728.00	\$50.50	\$27,068.00
A12	Hydrant Complete	EA	1	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,540.00	\$5,540.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$6,800.00	\$6,800.00
A13	6-inch Gate Valve & Box	EA	3	\$2,000.00	\$6,000.00	\$0.00	\$0.00	\$2,310.00	\$6,930.00	\$0.00	\$0.00	\$1,700.00	\$5,100.00	\$2,350.00	\$7,050.00
A14	6-inch X 6-inch Tee	EA	1	\$700.00	\$700.00	\$0.00	\$0.00	\$911.00	\$911.00	\$0.00	\$0.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
A15	Bends, Plugs, Reducers	EA	4	\$500.00	\$2,000.00	\$0.00	\$0.00	\$755.00	\$3,020.00	\$0.00	\$0.00	\$400.00	\$1,600.00	\$700.00	\$2,800.00
A16	1-inch Tap, Saddle, Corporation, Curb Stop & Box	EA	6	\$575.00	\$3,450.00	\$0.00	\$0.00	\$1,450.00	\$8,700.00	\$0.00	\$0.00	\$450.00	\$2,700.00	\$950.00	\$5,700.00
A17	1-inch HDPE Water Service	LF	212	\$50.00	\$10,600.00	\$0.00	\$0.00	\$26.00	\$5,512.00	\$0.00	\$0.00	\$38.00	\$8,056.00	\$56.50	\$11,978.00
A18	Abandon Existing Water Main w/Slurry Fill	LF	490	\$7.00	\$3,430.00	\$0.00	\$0.00	\$7.25	\$3,552.50	\$0.00	\$0.00	\$30.00	\$14,700.00	\$8.00	\$3,920.00
A19	Connect To Existing Water Main	EA	6	\$1,200.00	\$7,200.00	\$0.00	\$0.00	\$1,135.00	\$6,810.00	\$0.00	\$0.00	\$1,100.00	\$6,600.00	\$800.00	\$4,800.00
A20	8- PVC Sanitary Sewer	LF	647	\$55.00	\$35,585.00	\$0.00	\$0.00	\$48.75	\$31,541.25	\$0.00	\$0.00	\$48.00	\$31,056.00	\$53.50	\$34,614.50
A21	Sanitary Manhole Type 1, Complete	EA	2	\$4,000.00	\$8,000.00	\$0.00	\$0.00	\$3,825.00	\$7,650.00	\$0.00	\$0.00	\$3,500.00	\$7,000.00	\$4,900.00	\$9,800.00
A22	8-inch X 6-inch Sewer Wye And Connection To Existing Sewer Lateral	EA	12	\$225.00	\$2,700.00	\$0.00	\$0.00	\$414.00	\$4,968.00	\$0.00	\$0.00	\$200.00	\$2,400.00	\$500.00	\$6,000.00
A23	Dye Test Sanitary Lateral	EA	12	\$100.00	\$1,200.00	\$0.00	\$0.00	\$136.00	\$1,632.00	\$0.00	\$0.00	\$200.00	\$2,400.00	\$1.00	\$12.00
A24	6-inch PVC Sanitary Lateral	LF	148	\$48.00	\$7,104.00	\$0.00	\$0.00	\$51.00	\$7,548.00	\$0.00	\$0.00	\$48.00	\$7,104.00	\$160.00	\$23,680.00
A25	Connect To Existing Sanitary Sewer	EA	2	\$600.00	\$1,200.00	\$0.00	\$0.00	\$760.00	\$1,520.00	\$0.00	\$0.00	\$1,100.00	\$2,200.00	\$400.00	\$800.00
A26	6- Inch Dual Wall HDPE Underdrain	LF	808	\$19.00	\$15,352.00	\$0.00	\$0.00	\$16.50	\$13,332.00	\$0.00	\$0.00	\$11.00	\$8,888.00	\$25.50	\$20,604.00
A27	6- Inch Underdrain	LF	1037	\$11.00	\$11,407.00	\$0.00	\$0.00	\$12.60	\$13,066.20	\$0.00	\$0.00	\$9.00	\$9,333.00	\$8.50	\$8,814.50
A28	Connect 6-inch Underdrain to Existing Storm Sewer/Inlet	EA	8	\$500.00	\$4,000.00	\$0.00	\$0.00	\$65.00	\$520.00	\$0.00	\$0.00	\$300.00	\$2,400.00	\$600.00	\$4,800.00
A29	24-inch Diameter Area Drain w/Bell Gate	EA	2	\$1,000.00	\$2,000.00	\$0.00	\$0.00	\$1,860.00	\$3,720.00	\$0.00	\$0.00	\$1,700.00	\$3,400.00	\$2,300.00	\$4,600.00
A30	12"x12" Yard Drain	EA	5	\$600.00	\$3,000.00	\$0.00	\$0.00	\$920.00	\$4,600.00	\$0.00	\$0.00	\$300.00	\$1,500.00	\$550.00	\$2,750.00
A31	Excavation Common	LS	1	\$30,105.00	\$30,105.00	\$0.00	\$0.00	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00	\$18,030.00	\$18,030.00
A32	Excavation Below Subgrade (EBS)	CY	50	\$35.00	\$1,750.00	\$0.00	\$0.00	\$25.00	\$1,250.00	\$0.00	\$0.00	\$23.00	\$1,150.00	\$34.00	\$1,700.00
A33	Imported Granular Backfill (Undistributed, If Needed)	CY	50	\$20.00	\$1,000.00	\$0.00	\$0.00	\$15.00	\$750.00	\$0.00	\$0.00	\$15.00	\$750.00	\$16.00	\$800.00
A34	Geotextile Fabric Type SAS	SY	3819	\$2.00	\$7,638.00	\$0.00	\$0.00	\$1.40	\$5,346.60	\$0.00	\$0.00	\$2.00	\$7,638.00	\$2.00	\$7,638.00
A35	Base Aggregate Dense 1 1/4 - Inch (9-Inch Depth)	SY	946	\$8.00	\$7,568.00	\$0.00	\$0.00	\$9.60	\$9,081.60	\$0.00	\$0.00	\$6.00	\$5,676.00	\$5.51	\$5,212.46
A36	Base Aggregate Dense 1 1/4-Inch (6-Inch Depth)	SY	2559	\$7.00	\$17,913.00	\$0.00	\$0.00	\$6.65	\$17,017.35	\$0.00	\$0.00	\$5.50	\$14,074.50	\$3.67	\$9,391.53
A37	Select crushed Material	SY	2559	\$8.00	\$20,472.00	\$0.00	\$0.00	\$8.85	\$22,647.15	\$0.00	\$0.00	\$6.50	\$16,633.50	\$6.42	\$16,428.78
A38	Base Aggregate Dense 3/4-Inch (3-Inch Depth)	SY	946	\$6.00	\$5,676.00	\$0.00	\$0.00	\$3.30	\$3,121.80	\$0.00	\$0.00	\$5.00	\$4,730.00	\$2.10	\$1,986.60
A39	3-Inch Thick Asphaltic Surface	SY	2061	\$16.00	\$32,976.00	\$0.00	\$0.00	\$15.85	\$32,666.85	\$0.00	\$0.00	\$16.00	\$32,976.00	\$15.55	\$32,048.55
A40	4-Inch Sidewalk w/6-inch Base	SY	18	\$50.00	\$900.00	\$0.00	\$0.00	\$63.00	\$1,134.00	\$0.00	\$0.00	\$68.00	\$1,224.00	\$79.84	\$1,437.12
A41	6-Inch Concrete Driveway/Sidewalk w/6-Inch Base	SY	144	\$55.00	\$7,920.00	\$0.00	\$0.00	\$68.00	\$9,792.00	\$0.00	\$0.00	\$68.00	\$9,792.00	\$52.84	\$7,608.96
A42	24-Inch Concrete Curb & Gutter Replacement	LF	30	\$30.00	\$900.00	\$0.00	\$0.00	\$34.00	\$1,020.00	\$0.00	\$0.00	\$50.00	\$1,500.00	\$32.00	\$960.00
A43	30-Inch Concrete Curb & Gutter (Type J)	LF	1011	\$15.00	\$15,165.00	\$0.00	\$0.00	\$12.90	\$13,041.90	\$0.00	\$0.00	\$16.00	\$16,176.00	\$12.50	\$12,637.50
PROJECT A TOTAL BID ITEMS A1:A43					\$395,161.00		\$0.00		\$312,192.81		\$0.00		\$396,641.00		\$345,439.00
PROJECT B (enter ZEROS if not bidding on Project B)															
11th Street															
B1	Mobilization, Bonds, and Insurance	LS	1	\$4,800.00	\$4,800.00	\$647.71	\$647.71	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$3,050.00	\$3,050.00
B2	11th Street 4-Inch Thick Asphalt Surface	SY	2400	\$27.00	\$64,800.00	\$19.14	\$45,936.00	\$0.00	\$0.00	\$22.06	\$52,944.00	\$0.00	\$0.00	\$20.70	\$49,680.00
Hi Line															
B3	Mobilization, Bonds, and Insurance	LS	1	\$3,200.00	\$3,200.00	\$576.00	\$576.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$3,050.00	\$3,050.00
B4	Hi-Line Street 2-Inch Thick Asphalt Overlay	SY	6400	\$13.72	\$87,808.00	\$12.41	\$79,424.00	\$0.00	\$0.00	\$13.36	\$85,504.00	\$0.00	\$0.00	\$13.00	\$83,200.00
Cedar Street & 9th Street															
B5	Mobilization, Bonds, and Insurance	LS	1	\$3,900.00	\$3,900.00	\$660.79	\$660.79	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$3,050.00	\$3,050.00
B6	Cedar Street & 9th Street 2.5-Inch Asphalt Surface	SY	5083	\$13.23	\$67,248.09	\$13.16	\$66,892.28	\$0.00	\$0.00	\$15.14	\$76,956.62	\$0.00	\$0.00	\$14.00	\$71,162.00
Galvin Street															
B7	Mobilization, Bonds, and Insurance	LS	1	\$4,800.00	\$4,800.00	\$647.71	\$647.71	\$0.00	\$0.00	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$3,050.00	\$3,050.00
B8	Galvin Street 4-Inch Thick Asphalt Surface	SY	4418	\$20.60	\$91,010.80	\$19.14	\$84,560.52	\$0.00	\$0.00	\$20.75	\$91,673.50	\$0.00	\$0.00	\$20.35	\$89,906.30
PROJECT B TOTAL BID ITEMS B1:B8					\$327,566.89		\$279,345.01		\$0.00		\$317,378.12		\$0.00		\$306,148.30



Sent via email

March 2, 2022

James Weix, Mayor
City of Abbotsford
203 E First Street, PO Box 589
Abbotsford, WI 54405

Re: **PROJECT A: 2022 Butternut Street Reconstruction 4th To 5th Avenue and Alley (Between W. Sycamore and W. Butternut) Sanitary Sewer Replacement From 3rd Avenue To 4th Avenue**
City of Abbotsford

Dear Mr. Weix:

Upon review of the bids received on March 1, 2022 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

Francis Melvin, Inc.
PO Box 646
Abbotsford, WI 54405

Bid Amount \$312,192.81

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to dspindler@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Dan Borchardt". The signature is written in a cursive style with a large, prominent "D" and "B".

Dan Borchardt
Project Manager

dds
Enc.

NOTICE OF AWARD

Date: March 2, 2022

Project: PROJECT A: 2022 Butternut Street Reconstruction 4th To 5th Avenue and Alley (Between W. Sycamore and W. Butternut) Sanitary Sewer Replacement From 3rd Avenue To 4th Avenue	
Owner: City of Abbotsford	Owner's Contract No.:
Contract: City of Abbotsford - PROJECT A: 2022 Butternut Street Reconstruction 4th To 5th Avenue and Alley (Between W. Sycamore and W. Butternut) Sanitary Sewer Replacement From 3rd Avenue To 4th Avenue	Engineer's Project No.: 07681059
Bidder: Francis Melvin, Inc.	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i> PO Box 646 Abbotsford, WI 54405	

You are notified that your Bid dated March 1, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for PROJECT A: 2022 Butternut Street Reconstruction 4th To 5th Avenue and Alley (Between W. Sycamore and W. Butternut) Sanitary Sewer Replacement From 3rd Avenue To 4th Avenue

Base Bid Awarded

The Contract Price of your Contract is Three hundred twelve thousand one hundred ninety-two Dollars Eighty-one Cents (\$312,192.81).

[1] copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

[3] sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Abbotsford
Owner
By: _____
Authorized Signature
Mayor
Title

Copy to Engineer



Sent via email

March 2, 2022

James Weix, Mayor
City of Abbotsford
203 E First Street, PO Box 589
Abbotsford, WI 54405

Re: **PROJECT B: 2022 Asphalt Paving and Maintenance (Including 11th Street, HiLine, Cedar, 9th And Galvin)**
City of Abbotsford

Dear Mr. Weix:

Upon review of the bids received on March 1, 2022 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

American Asphalt of WI
PO Box 98
Mosinee, WI 54455-0098

Bid Amount \$279,345.01

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to dspindler@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Dan Borchardt". The signature is written in a cursive style with a large, prominent "D" and "B".

Dan Borchardt
Project Manager

dds
Enc.

NOTICE OF AWARD

Date: March 2, 2022

Project: PROJECT B: 2022 Asphalt Paving and Maintenance (Including 11th Street, HiLine, Cedar, 9th And Galvin)	
Owner: City of Abbotsford	Owner's Contract No.:
Contract: City of Abbotsford - PROJECT B: 2022 Asphalt Paving and Maintenance (Including 11th Street, HiLine, Cedar, 9th And Galvin)	Engineer's Project No.: 07681059
Bidder: American Asphalt of WI	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i> PO Box 98	
Mosinee, WI 54455-0098	

You are notified that your Bid dated March 1, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for PROJECT B: 2022 Asphalt Paving and Maintenance (Including 11th Street, HiLine, Cedar, 9th And Galvin).

Base Bid Awarded

The Contract Price of your Contract is Two hundred seventy-nine thousand three-hundred forty-five Dollars and One-Cent (\$279,345.01).

[1] copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

[3] sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Abbotsford
Owner
By: _____
Authorized Signature
Mayor
Title

Copy to Engineer



Amendment No. 1

**To: City of Abbotsford
James Weix
203 North First Street
Abbotsford, WI 54405**

Date of Issuance: March 3, 2022

MSA Project No.: 07681059

This is an amendment to the Agreement dated November 10, 2021 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Butternut Street Reconstruction 4th to 5th Street

The project scope has changed due to: Additional services requested:

- Alley between 3rd Ave and 4th Ave. Design & Bidding
- Asphalt Pavement Maintenance Design & Bidding
- Construction Administration & Staking

The scope of the work authorized is: See attached Scope of Services

The schedule to perform the work is: Approximate Start Date: January 2022
Approximate Completion Date: August 2022

The estimated fee or lump sum fee for the work:

Alley Design & Bidding	\$11,036.25 (Time & Materials)
Asphalt Pavement Maintenance Design & Bidding	\$ 2,050 (Time & Materials)
Construction Administration & Staking	<u>\$25,100 (Lump Sum)</u>
Total	\$38,186.25

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF ABBOTSFORD


James Weix
Mayor
Date: _____

Attest: City/Township/Village Clerk (WI Only)

Josh Soyk, Administrator

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

MSA PROFESSIONAL SERVICES, INC.



Daniel Borchardt
Team Leader - Engineering
Date: 3/3/2022

146 North Central Ave., Suite 201
Marshfield, WI 54449
Phone: (715) 304-0448
Fax: (715) 384-9787

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design.....	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying.....	\$ 85 – \$170/hr.
Landscape Designers & Architects.....	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners.....	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers.....	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians.....	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$40/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

PROJECT DESCRIPTION

The project consists of 600 feet of Alley reconstruction parallel with Butternut, Sycamore and connecting 3rd Ave and 4th Ave. Project will include new sanitary sewer, storm sewer, and alley road section.

Provide plan, specification, bidding services for Abbotsford's asphalt maintenance projects located in the following locations around the City: (Including 11th Street, Hiline, Cedar, 9th And Galvin)

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Design

- Project Administration
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Quality Assurance/Quality Control
 - Employ documented quality-assurance/quality-control procedures throughout project.
- Project Site Information
 - Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
 - Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
 - Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- Design – Street/Utility
 - Sanitary Sewer Design: Develop horizontal and vertical alignments for sanitary sewer. Determine structure, lateral, and connection locations. Perform required design computations regarding pressure and capacity. Prepare construction details.
 - Alley Design: Develop horizontal and vertical alignments for the alley. Prepare 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 Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
 - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- Plan Preparation and Drafting
 - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
- Specifications

- Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
 - 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.
 - Permits: Prepare permit application and required attachments for:
 - Sanitary Sewer Extension
 - Design Meetings
 - Final Plan review: Attend one meeting with staff, and one meeting with elected officials.
2. Bidding
- Assist Owner in Advertising and Soliciting for Bids
 - Administer Bid Document Distribution Process utilizing QuestCDN
 - Issue Addenda as appropriate to clarify, correct, or change the bidding documents
 - Conduct an Electronic Bid Opening located at MSA's Office
 - Prepare Tabulation of Bids
 - Assist Owner in evaluating bids and in assembling and awarding construction contracts.
3. Construction Administration – MSA assumes construction services are not needed for Project B.
- Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
 - Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
 - Construction Progress Meetings: Facilitate and attend bi-weekly progress meetings
 - Contractor Communication: Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
 - Submittal Review: Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
 - Meetings: Attend meetings of Owner Board/Council/Committee as needed to present project information. 3 meetings anticipated
 - Change Orders: Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
 - Applications for Payment: Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate.
 - Project Closeout: Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment.

4. Construction Staking
 - Provide line and grade stakes for:
 - Sanitary Sewer
 - Water Main
 - Storm Sewer
 - Roadway subgrade and base courses
 - Concrete Curb and Gutter
 - Pavement
5. Construction Observation – Not Included
6. Post Construction
 - Record Drawings: Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records – MSA will update plans with information provided by the City and the contractor.

DELIVERABLES

MSA will provide the following deliverables:

1. Topographic base map: two electronic files, one AutoCAD dwg format (points and line work only), and one PDF format.
2. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
3. Final Construction Cost Estimate
4. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
5. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.
6. Record Drawings: one (1) paper copy, and one PDF file.



Professional Services Agreement

MSA Project Number: 07681061

This AGREEMENT (Agreement) is made today March 3, 2022 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Schilling Park Design - Basketball & Pickleball Courts

The scope of the work authorized is: See attached

The schedule to perform the work is: Approximate Start Date: March 2022
Approximate Completion Date: August 2022

The lump sum fee for the work is: \$15,600

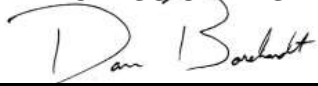
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

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

CITY OF ABBOTSFORD

MSA PROFESSIONAL SERVICES, INC.

James Weix
Mayor
Date: _____



Daniel Borchardt
Team Leader - Engineering
Date: 2/24/2022

203 E First Street, PO Box 589
Abbotsford, WI 54405
Phone: 715-223-3444
Fax: 715-226-8891

146 North Central Ave., Suite 201
Marshfield, WI 54449
Phone: (715) 304-0448
Fax: (715) 384-9787

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

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

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

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

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

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

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

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

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

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

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

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

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

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

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

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



PROJECT UNDERTANDING

The City of Abbotsford desires design development to provide construction documents for the proposed improvements at the Schilling Park Area accessed off of 3rd Ave. as shown in the Master Plan Concept reviewed with the City council on 2/7/2022 Dated February 1, 2022 (Concept is attached). The design shall identify layout and grading of all proposed elements and provide the City of Abbotsford staking to construct the project in phases as funding becomes available. The City plans to construct the project with public works staff and does not need a full set of bidding documents or bidding services. The City would like technical specs for court coatings to solicit contractors for installation. The City only needs an abbreviated plan set with site grades for their use and does not need construction details or cross-sections of the planned improvement areas.

Phase 1 Design and staking to consider:

1. Basketball Court
2. Pickleball Court
3. Design grades for phase 2 components Parking lot, restroom and shelter, connecting walkways.

Phase 2 Staking to consider: (No Staking services for this work is included in this proposal.)

1. Parking Lot
2. Shelter/Restroom Building
3. Connecting Walkways

SCOPE OF SERVICES

DESIGN AND BIDDING

- **Project Administration**
 - Manage and coordinate project team, budget and schedules. Maintain communication with owner.
- **Project Site Information**
 - Topographic Survey: collect location and elevation data of areas that have been developed since MSA's previous topographic survey data collection in the park.
 - Contact Utility One Call service to have respective utilities located.
 - Refresh or reestablish horizontal and vertical site control to be used throughout the project.
- **Plan Preparation and Drafting**
 - Preliminary Plan Preparation: Complete a preliminary design for site layout including layouts of a basketball court, pickleball court, shelter/restroom, parking lot and connecting walkways, storm water, site grading, underdrain plans, and details if necessary.
 - Refine site layout based on topographic survey
 - Identify location of water and sewer to a Phase 2 restroom facility
 - Develop site restoration plan including fencing layouts.
 - Final Plan Preparation: Prepare final plans based on preliminary plans, owner feedback, and additional design development. Final plans will include:
 - Site Layout Plan
 - Grading Plan
- **Specifications**
 - i. Specifications: prepare technical specifications for court coatings only.

- **Permits:**
 - Disturbance is estimated to be less than 1 acre and a DNR NOI permit is not required.
- **Design Meetings (2)**
 - i. Preliminary Plan Review (one in person): Attend one meeting with staff after preliminary plans are complete, prior to starting final plans. MSA will prepare meeting agendas and meeting summary notes.
 - ii. Final Plan Review (one in person): Attend one meeting with staff. MSA will prepare meeting agendas and meeting summary notes.

CONSTRUCTION STAKING

1. **Construction Staking (Phase 1 Improvements)**
 - Provide benchmark control staking
 - Provide line and grade stakes for:
 - Double Offset of Basketball and Pickleball Court Corners

DELIVERABLES

MSA will provide the following deliverables:

1. Preliminary Plans: Two (2) paper copies, one PDF file of the preliminary plans for owner review.
2. Final plans: Two (2) paper copies and one PDF file of the final plans and construction cost estimate, for owner review.

ASSUMPTIONS

1. Site will not disturb greater than one acre, and therefore will require post-construction infrastructure per Wisconsin DNR requirements. Stormwater infrastructure could include ponds, rain gardens/biofiltration, or underground storage to satisfy these requirements.
2. Project permitting. Local building permits will be per the City and the selected Contractor.
3. Bidding, Construction Administration, Observation, and Staking Services are not included
4. Attend local planning and zoning meetings is not required
5. Real Estate Acquisition is not required and that the property owner has rights to construct improvements on properties identified on the plan.
6. Grant writing services are not included
7. Camera, security, sound system and equipment selection and procurement are not included.
8. Site Irrigation System is not included.
9. If wetlands are impacted, a permit will be necessary and will be an additional service. Hydric Soils exist at the site, however, no wetlands are mapped within the project limits based on desktop review. MSA assumes DNR Wetland Liaison will review the project site for determination of wetlands.
10. If soil borings are requested by review agencies, all costs associated with completing the soil borings will be the responsibility of the client and are not included in this contract. Any design changes resulting from the soil boring information will be considered an additional service to the scope.
11. No lighting plans are included within this proposal.
12. No Mechanical, Electrical or Plumbing is included for restroom/shelter building.
13. Fees charged by agencies for plan review, inspection, or other purposes (beyond those identified in the scope) are the sole responsibility of the client including fees for advertisement of public notices.
14. If work is requested of MSA that is not included in the above Scope of Services, or is a change to work in progress, the client will be advised of the scope of the additional service and the corresponding fee estimate for approval prior to starting the work. A written contract amendment will be provided for approval by the owner.
15. This proposal assumes that the approved Preliminary Plan will be adhered to throughout the project and no changes in right of way or lot layout will be made during the course of the work.

PROPOSED PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
March 2022	Owner approves Professional Services Agreement
March 2022	MSA begins work
April 2022	Preliminary Plans complete
May/June 2022	Final Plans complete
June to August 2022	Construction Staking
August 2022	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to owner's requirements for the project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.

If you have any questions, or need any further information, please call me at (715) 304-0448. I look forward to working with you on this project.

Kind Regards,
MSA Professional Services, Inc.



Dan Borchardt, PE
Project Manager
dborchardt@msa-ps.com | (715) 304-0448

**REVISED
2.1.2022**



PROJECT NO.:	07681026	SCALE:	AS SHOWN	NO.	DATE	REVISION	BY
PROJECT DATE:	6/19/2019	DRAWN BY:	JK	-	-	-	-
F.B.:	-	CHECKED BY:	dfs	-	-	-	-
PLOT DATE: 2/1/22, P:\76806\76806\7681026\CADD\Construction Drawings\AMEND 4 - PARK PROJECT\Soccer Site Plan.dwg							

MSA ENGINEERING | ARCHITECTURE | SURVEYING
 FUNDING | PLANNING | ENVIRONMENTAL
 146 North Central Ave, Marshfield WI 54449
 (715) 384-2133 www.msa-ps.com
© MSA Professional Services, Inc.

45 SCHILLING FARM SUBDIVISION
 CITY OF ABBOTSFORD
 CLARK COUNTY, WI

PARK SITE PLAN - EAST
 FILE NO: 07681026
 SHEET G 1





Professional Services Agreement

MSA Project Number: 07681055

This AGREEMENT (Agreement) is made today March 7, 2022 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Abbotsford 5th Street Reconstruction

The scope of the work authorized is: Design & Bidding – See attached Scope of Services

The schedule to perform the work is: Approximate Start Date: March 2022
Approximate Completion Date: December 2022

The lump sum fee for the work is: \$46,500


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

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

CITY OF ABBOTSFORD

MSA PROFESSIONAL SERVICES, INC.

James Weix
Mayor
Date: _____



Daniel Borchardt
Team Leader - Engineering
Date: 3/3/2022

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

146 North Central Ave., Suite 201
Marshfield, WI 54449
Phone: (715) 304-0448
Fax: (715) 384-9787

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

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

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

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

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

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

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

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

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

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

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

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

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

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

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

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

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

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

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

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

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

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

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

PROJECT DESCRIPTION

The North 5th Street Reconstruction Project will be a complete street reconstruction from East Oak Street to East Maple Street. The proposed project consists of a roadway segment that is approximately 1,200 feet in length. The project will involve reconstructing the roadway cross section, storm sewer and spot location adjustments to water and sewer utilities as necessary to accommodate the new design. Full reconstruction of water and sewer utilities are not anticipated. The existing roadway measures approximately 36-feet from back of curb to back of curb and replaced with a similar size section on a similar alignment. Site disturbance will exceed 1 acre and a DNR stormwater permit will be required. MSA does not anticipate wetland impacts or wetland permitting.

This proposed project may provide a continuation of the SRTS project constructed in 2020 by extending the pedestrian accommodations from the RFB cross walk from the East side of STH 13 and Oak Intersection to the Maplewood Terrace trailer park that has a high population of children.

If the City obtains MSI-D grant funding the full construction limits of the project identified above will be constructed. If the City is not awarded grant funding the segment of sidewalk along East Oak street may not be included.

MSA anticipates designing the project to meet LRIP MSI-D Funding requirements. MSA does not anticipate BIL funding as part of this scope of services.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Design

- Project Administration
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Quality Assurance/Quality Control
 - Employ documented quality-assurance/quality-control procedures throughout project.
- Project Site Information
 - Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
 - Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
 - Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
 - Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- Design – Street/Utility
 - Roadway Design: Develop horizontal and vertical alignments for roadway, 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.
 - Water Design: Review and note utility adjustments.

- Sanitary Sewer Design: Review and note utility adjustments.
- Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
- Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- Plan Preparation and Drafting
 - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
- Specifications
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
- 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 Utility for service to the project.
- 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
 - Local/County Construction Site Erosion Control and Storm Water Management
 - Permit to work in Right-of-Way (WisDOT)
 - Permit to install utilities on CN Right of way
- 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.
 - Unless otherwise noted, all meetings will take place at City Hall or Public Works Building.

2. Bidding
 - Administer Contractor Prequalification Process
 - 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.
3. Construction Administration (Not Included)
4. Construction Staking (Not Included)
5. Construction Observation (Not Included)
6. Post Construction (Not Included)

SUBCONSULTANTS - None

DELIVERABLES

MSA will provide the following deliverables:

1. Topographic base map: two electronic files, one AutoCAD dwg format (points and line work only), and one PDF format.
2. Survey documents: Easement descriptions and recordable documents for the City to obtain signatures and record.
3. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
4. Preliminary Construction Cost Estimate
5. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
6. Final Construction Cost Estimate
7. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
8. 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. Designing to Meet BIL funding requirements
2. Assistance with acquisition of real estate and/or temporary or permanent easements
3. Survey mapping and monumentation
4. Utility system modeling
5. Funding applications and administration

6. Additional meetings not specifically listed in the scope.
7. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
8. Permit assistance related to surface waters and wetlands.
9. Variance requests (if required for permit applications included in the scope).
10. Updates to Owner's electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
March 2022	Owner approves Professional Services Agreement
March 2022	MSA begins work
April 2022	Preliminary Plans complete
May 2022	Final Plans complete, Permit applications submitted
June 2022	Bidding process
July 2022	Owner awards construction contract
August 2022 to October 2022	Construction
November 2022	Project Closeout

OWNER'S RESPONSIBILITIES

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



Professional Services Agreement

MSA Project Number:

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

Project Name: City of Abbotsford 2022 DNR SDW Funding Applications

The scope of the work authorized is: 2022 Safe Drinking Water Applications

The schedule to perform the work is: Approximate Start Date: 3/2/2022
Approximate Completion Date: TBD

The lump sum fee for the work is: New Wells/Well Rehab Application \$12,500
Additional Application for Water Tower \$1,500
Additional Application for Cedar Street \$1,500


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

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

CITY OF ABBOTSFORD

MSA PROFESSIONAL SERVICES, INC.

James Weix
City Mayor
Date: _____



Brittney Mitchell
Team Leader
Date: 3/2/2022

Josh Soyk
City Administrator
Date: _____

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

1230 South Boulevard
Baraboo, WI 53913
Phone: 608-356-2771

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

Attachment B
Scope of Services

Scope of Services: SDWLP Applications

Working in conjunction with the City of Abbotsford (OWNER), MSA agrees to provide services for the preparation of an application for a SDWLP Application to Department of Natural Resources as hereinafter stated. The liability related to the application, administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

SECTION 1: SDWLP Application Assistance

Lump Sum Fee: \$12,500
Each additional application: \$1,500

1A: SDWLP APPLICATION – MSA RESPONSIBILITIES

MSA agrees to assist the OWNER with loan application preparation services including the following:

1. Assess the fundability of the project using WDNR Priority Scoring as a guideline
2. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
3. Provide funding program coordination with other funds
4. Prepare and submit Endangered Resources Review request on behalf of the Owner
5. Prepare and submit SHPO Comment and Consultation on a Federal Undertaking request on behalf of the Owner
6. Complete SDWLP Application and submit on behalf of the Owner on or before the June 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Safe Drinking Water Loan Application including:
 - Detailed Project Budget
 - Detailed Non-Core Costs Budget
 - Detailed Debt Information
 - Detailed General Municipal Info
 - Detailed User (and adjusted user) Information
 - Four Year Revenue & Expenditure Projection
 - Four Year Operation & Maintenance (O&M) Costs
 - Replacement Fund Analysis and Schedule Options
 - Detailed Info on Refinancing of Existing Water Debt
 - Engineering Report Approval Documentation (MSA or owner provided)
 - Green Project Reserve (if applicable)

- Information from MA regarding User Charge impact estimates* (see “Owner’s Responsibilities” below)
 - Resolutions (Authorized Representative & Reimbursement Resolutions as adopted by City Council.)
 - All MSA Contracts
 - Owner Provided Documentation including:
 - Proposed (or Actual) Intermunicipal Agreement*
 - User Charge System (current and any projected rate updates*)
 - Water Use Ordinance*
 - Contracts with System Users*
 - Past 2 years Municipal Budgets and Audited Financials
 - Past 2 years Water Utility Budgets (and Audited Financials, if separate)
 - All outstanding Water Revenue Bonds and Amortization Schedules
 - Latest Official Statement
 - Contracts for other Professional Services
 - Information on Other Funding Sources*
 - Debt Instrument to Be Refinanced (Interim Financing Document/Note)
 - Bidding Documentation (if available at time of application)*
7. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP post-application submittals

SECTION 1B: SDWLP Application – Owner’s Responsibilities

The OWNER will:

1. Provide requested information and documentation complete and in a timely manner.
2. Work with and inform MSA regarding interim financing, accounts related to the project or funds, other projects or funding in process or projected.
3. Seek and retain Bond Council as required.
4. Provide land opinion by Attorney as required.
5. Prepare the rate file case study and update water rates as necessary to PSC prior to loan closing.
6. Prepare the rate evaluation and update sewer rates as necessary, as required prior to loan closing.

Sec. 10-1-28 Unlawful Removal of Parking Citations.

No person other than the owner or operator thereof shall remove a City of Abbotsford notice of parking violation or other parking citation from a motor vehicle.

Sec. 10-1-29 Habitual Parking Violators; Vehicle Removal, Immobilization, Impoundment or Disposal.

(a) **Definitions.** The following definitions are applicable in this Section:

- (1) **Habitual Parking Violator.** A person who has received, more than sixty (60) days previously, five (5) or more citations for nonmoving traffic violations that remain unpaid and which the person has not scheduled an appearance in court in response to the citations.
- (2) **Immobilization Device.** Has the meaning given in Sec. 341.65(1)(a), Wis. Stats.
- (3) **Nonmoving Traffic Violation.** Has the meaning given in Sec. 345.28(1)(c).
- (4) **Owner.** Has the meaning given in Sec. 341.65(1)(am), Wis. Stats.
- (5) **Parking Enforcer.** A traffic officer or any other person who enforces nonmoving traffic violations and who is employed by the City of Abbotsford.

(b) **Existence of Violations; Notices; Enforcement.** A vehicle owned by a habitual parking violator may be removed, immobilized, impounded and/or disposed of as provided by this Section, provided that all of the following criteria exist:

- (1) **Existence of Habitual Parking Violations.** The City of Abbotsford has cited the owner of the motor vehicle for five (5) or more nonmoving traffic violations that, at the time of the vehicle's removal or immobilization, occurred more than sixty (60) days previously and for which the owner has neither paid the forfeiture for each of these violations nor scheduled an appearance in court in response to each of these citations.
- (2) **Notice of Violations.**
 - a. The City has mailed to the last known address of the vehicle's owner a minimum of one (1) notice that specifies, for each citation counted under Subsection (b)(1) above:
 1. The date on which the citation was issued, the license plate number or vehicle identification number of the vehicle involved;
 2. The place where the citation may be paid;
 3. The amount of forfeiture; and
 4. The means by which the citation may be contested.
 - b. The notice shall also inform the owner that any motor vehicle owned by him/her may be immobilized with an immobilization device or removed and impounded if, within sixty (60) days after the owner has received five (5) or more citations and at the time the vehicle is immobilized or removed and impounded, the owner

has neither paid the forfeiture for each violation that occurred more than sixty (60) days previously nor scheduled an appearance in court in response to each citation issued more than sixty (60) days previously for which the forfeiture has not been paid.

- c. The notice under this subparagraph may be combined with any other notice provided by the City to the owner.
- (3) **Authorization to Impound or Immobilize.** Any parking enforcer who discovers any motor vehicle to which Subsections (b)(1) and (2) applies that is legally or illegally parked on any portion of a street, highway, or publicly owned or leased parking facility within the City to cause the motor vehicle to be immobilized with an immobilization device or removed to a suitable impoundment location or both. Upon immobilization or removal of the motor vehicle, the parking enforcer shall follow the notification procedure specified in **Sec. 341.65(2)(b), Wis. Stats.**
- (4) **Use of Removal Service.** The City may utilize the services of a third-party removal service for the performance of services related to immobilization or removal of motor vehicles. The services shall be rendered only at the request of a parking enforcer.
- (5) **Removal Fees; Towing and Storage Costs.**
 - a. The City may charge a reasonable removal fee that will be charged to remove an immobilization device placed on a vehicle pursuant to this Section.
 - b. The City shall require the payment from the vehicle owner the payment of towing and/or storage charges associated with the removal and/or impoundment of a vehicle, and of reasonable charges associated with disposal of a vehicle, under this Section.
- (6) **Immobilization Notice.** If a motor vehicle is immobilized, the parking enforcer or an authorized third-party contractor shall place in a highly visible location and in a reasonably secure manner on the vehicle, at the time of immobilization, a written notice that does all of the following:
 - a. Warns any driver of the vehicle that the immobilization device has been placed on the vehicle.
 - b. Specifies, for each citation counted under Subsection (b)(1) above, the license number or vehicle identification number of the vehicle involved, the place where the citation may be paid, and the means by which the citation may be contested, or provides a telephone number at which an individual is available to provide this information twenty-four (24) hours a day.
 - c. States the amount of the device removal fee under Subsection (b)(5)a above that is in addition to any amount required to be paid as specified in the notice under Subsection (b)(2)a above.
- (7) **Additional Parking Citations While Immobilized.** If the motor vehicle is immobilized in a time-limited legal parking space, the City shall not issue, after the vehicle's immobilization, any citation for a time-limited nonmoving traffic violation for the vehicle within the first four (4) hours after the vehicle is immobilized.

- (8) **Removal of Immobilization Device Upon Notice.** When a motor vehicle has been immobilized, the City or its third-party contractor shall remove, or provide sufficient information to allow the vehicle owner to remove, the immobilization device without undue delay, not to exceed three (3) hours, after receiving notice that the person has satisfied the requirements for release of the motor vehicle under Subsection (c).
- (c) **Securing Vehicle Release.**
- (1) **Impoundment or Immobilization Time.** Any motor vehicle immobilized or impounded as provided in this Section shall remain immobilized or impounded until lawfully claimed or disposed of as provided in Subsection (d) below.
- (2) **Securing Release – Immobilization.** The owner of a motor vehicle that is immobilized under Subsection (b) may secure release of the motor vehicle by doing all of the following:
- Paying any removal fee provided under Subsection (b)(5)a.
 - Paying all forfeitures specified in each notice under Subsection (b)(2) for, or scheduling an appearance in court in response to, or a combination of paying forfeitures and scheduling appearances with respect to, all citations counted under Subsection (b)(2).
 - When a person has satisfied the requirements for release of a motor vehicle under this Subsection, such person shall promptly give notice to the City and/or third-party contractor of having done so.
- (3) **Securing Release – Impoundment.** The owner of a motor vehicle that is removed and impounded under Subsection (b) may secure release of the motor vehicle by doing all of the following:
- Paying any removal and impoundment fees provided under Subsection (b)(5)b.
 - Paying all forfeitures specified in each notice under Subsection (b)(2) for, or scheduling an appearance in court in response to, or a combination of paying forfeitures and scheduling appearances with respect to, all citations counted under Subsection (b)(2).
 - When a person has satisfied the requirements for release of a motor vehicle under this Subsection, such person shall promptly give notice to the City and/or third-party contractor of having done so.
- (4) **Failure to Make Court Appearance.** If an owner secures release of a motor vehicle under Subsections (c)(2) or (3) by scheduling an appearance in court and thereafter fails to appear or fails to comply with any court order with respect to any citation counted under Subsection (b)(2) for which the forfeiture has not been fully paid, including failure to satisfy in full any court-ordered payment plan or other agreement approved by the court, the court may order a law enforcement officer, or an authorized employee or contractor of the City, to immobilize the motor vehicle involved in the nonmoving traffic violations or the City may cause the motor vehicle to be immobilized or removed and impounded as provided under Subsection (b). If the court orders the motor vehicle immobilized, upon compliance with the court order,

the court shall order a law enforcement officer, or an authorized employee or contractor of the City, to remove the immobilization device.

- (5) **Unregistered or Abandoned Vehicles.** Notwithstanding Subsection (c)(1), if any motor vehicle immobilized or impounded is an unregistered motor vehicle for purposes of Sec. 341.65, Wis. Stats., or an abandoned motor vehicle for purposes of Sec. 342.40, Wis. Stats., the City may take any action authorized under Secs. 341.65 or 342.40, Wis. Stats., or Title 10, Chapter 5 of this Code of Ordinances. Any vehicle immobilized under this Section for longer than the period specified in Sec. 342.40(1m), Wis. Stats., shall be considered abandoned for purposes of Sec. 342.40, Wis. Stats.
- (d) **Motor Vehicle Owner Responsible for Charges.** The owner of any motor vehicle immobilized or removed and impounded as provided under this Section is responsible for all charges associated with immobilizing, removing, impounding, and disposing of the motor vehicle, as provided herein. Charges not recovered from the sale of the motor vehicle may be recovered in a civil action by the City against the owner.
- (e) **Applicable Statutory Procedures for Impoundment and Disposal.**
 - (1) The procedures and provisions of Sec. 341.65(2)(f) to (h), Wis. Stats., shall apply with respect to the impoundment and disposal of motor vehicles authorized to be removed, impounded, and disposed of under this Section to the same extent as these provisions apply to the impoundment and disposal of unregistered motor vehicles that are removed under authority of Sec. 341.65, Wis. Stats., except that reclamation of the motor vehicle by the owner requires compliance with Subsection (3) of that Statute rather than Sec. 341.65(2)(e), Wis. Stats. The provisions of Sec. 349.13(5)(b), Wis. Stats., shall apply with respect to vehicles removed or stored under this Section to the same extent as these provisions apply with respect to vehicles removed and stored under authority of Sec. 349.13, Wis. Stats.
 - (2) Sec. 349.137, Wis. Stats., does not apply to the use of motor vehicle immobilization devices under this Section.
- (f) **Removal of Immobilization Device Prohibited.** No person may remove, disconnect, tamper with, or otherwise circumvent the operation of an immobilization device installed under this Section except upon release of the motor vehicle to the owner or to make necessary repairs to a malfunctioning immobilization devices.

State Law Reference: Sec. 349.139, Wis. Stats.

Sec. 10-1-30 Unregistered Motor Vehicles Prohibited On Streets.

- (a) **Definitions.** For purposes of this Section, "unregistered motor vehicle" means any motor vehicle that is not currently registered and which is located upon a street, highway or

Wastewater/Water Treatment Facility Operator

The City of Abbotsford is accepting applications for the position of Wastewater/Water Treatment Facility Operator. Duties include assisting on the operation and maintenance of the Abbotsford wastewater and water systems. Additional duties include assisting the Public Works department with snowplowing, working in Parks and Rec, and other projects as needed.

The ideal candidate will be certified in wastewater and water by the State of Wisconsin Department of Natural Resources and possess a CDL license. Applicants that are not currently certified in wastewater and water must obtain following certifications within 2 years: A1- Suspended Growth Processes, B-Solids Separation, C-Biological Solids/Sludges, and P-Total Phosphorus. In addition, the candidate must obtain G – Groundwater, D – Distribution, S – Surface Water, and V – Specialized Treatment within 4 years. Applicants must be able to obtain a CDL license within 1 year and must possess a good driving record.

Candidates must possess a high school diploma or equivalent. Technical and/or relevant work experience preferred. Other desirable qualifications include experience in electrical, plumbing, mechanics and general maintenance. Qualified candidates should possess good problem solving skills and a strong desire to learn. Qualified must be able to push, pull, or carry 50lbs and perform work in extreme cold and/or inclement weather when necessary. The person hired will be scheduled for rotating weekends and is required to respond to emergencies in both Wastewater/Water and Public Works departments.

The City of Abbotsford offers a competitive compensation package including health insurance. Pay range is \$19.00-\$26.00 depending upon qualifications. Candidates are subject to pre-employment drug screening and a background check, as well as, a 3 month probationary period.

Please send your application, resume, cover letter, and references to City Administrator P.O. Box 589 Abbotsford, WI 54405 or email info@ci.abbottsford.wi.us with City Administrator in the subject line.