

City of Abbotsford

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

ABBOTSFORD CITY COUNCIL
TO BE HELD MONDAY May 4, 2020 at 6:00 P.M.
AT THE ABBOTSFORD COUNCIL CHAMBER

1. Call the regular meeting to order
 - a. Roll call
 - b. Pledge of Allegiance
2. Establish Order of the Day
3. Comments by the Mayor
4. Administrator's Update
5. Comments by the Public Pertaining to the Agenda
6. Minutes from the Council held April 4, 2020
 - a. Waive the reading and approve the minutes
7. Minutes from the Council held April 21, 2020
 - a. Waive the reading and approve the minutes
8. Incidents, Accidents, and Training
9. Copper Testing
10. City Council Committees
11. Appointment of Jim Weix as an alternate citizen member to the Plan Commission (term expires April 2021)
12. Sell Surplus Public Works Equipment
13. MSA
 - a. MSA Update
 - b. MSA Amendment #1
 - c. Opportunity Drive Roadway Bidding Results and Award
 - d. Linden Street Stormwater Study
 - e. Abby Appliance
 1. Status of Developers Agreement
 2. CSM and Boundary Survey
14. Fire Department
 - a. Update
 - b. Lease Agreement
15. Public Comment
16. Resolution 2020-4 – Requesting the Governor lift the Safer at Home Orders

17. Closed Session pursuant to Wis. Stat. s. 19.85(1)(g). Conferring with legal counsel for the Common Council who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, namely Marathon County Case No. 19-CV-601, *City of Abbotsford vs. Chelt Development, LLC et al*
18. Items for Future Agendas - No Action Will Be Taken
19. Next Meetings: City Council May 13, 2020, City Council June 1, 2020 – *Note May 20, 2020 Committee of the Whole meeting is cancelled*
20. Adjourn

Members of the City Council and Public may attend this meeting through GoToMeeting. The login information is below.

May 4, 2020 Abbotsford City Council
Mon, May 4, 2020 6:00 PM - 9:00 PM (CDT)

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Minutes from the April 4, 2020 Abbotsford City Council Meeting held in the Abbotsford City Hall Council Chambers.

Call meeting to order – Mayor Voss called the meeting to order at 6:00 P.M.

Roll Call: *Rachu*, Weix, Soto, Huther, Faber, Weideman, Kramer, and Mayor Voss. One vacant seat.

Also in Attendance: Administrator Grady, Public Works Director Stuttgen, Water/Waste Water Supervisor Soyk, Deputy Clerk Luedtke, Darla Viegut, Mark Viegut, Ky Viegut, and Kevin O’Brien (Tribune Phonograph)

Pledge of Allegiance - Held

Establish Order of the Day –Jim Colby asked to be removed from the agenda

Comments from the Mayor – Mayor Voss stated that April 21st is re-organization and the meeting is required by state statutes. The Committee of the Whole will be cancelled and all of the items will be considered on April 21st.

Comments from the Administrator – Mayor Voss asked us to look into refinancing the city debt given the low interest. There are 2 loans that we may be able to refinance. Ehlers is looking into the possibility.

As of this moment the election tomorrow is going on as schedule. The Governor issued an executive order this morning postponing the election until June 9th. About an hour ago the state Supreme Court overturned that order. There is a chance that federal courts will still intervene.

If the election is held tomorrow, the National Guard act as poll workers. Lou and I will act as elections inspectors so that there are always 3 people in the room.

As of right now, if the election is held, there will be no election reporting until the 13th per Judge Conley’s order.

Comments by the Public Pertaining to the Agenda – Darla Viegut asked about the closed session for the March 16, 2020 Plan Commission.

Minutes from the Council held March 2, 2020 - motion to waive the reading and approve the minutes by *Weix/Huther*. *Unanimous*

Minutes from the Council held March 25, 2020 - motion to waive the reading and approve the minutes by *Weideman/Rachu*. *Unanimous*.

Plan Commission Minutes for March 4, 2020, and March 16, 2020 – in the packet for the Council to read.

First City Days - .

Approve/Disapprove Temporary Beer License – Motion to approve temporary beer license by *Rachu/Weideman. 6-1 (Soto-no)*

Approve/Disapprove Street Use Permit – Motion to approve permit by *Weideman/Weix. Unanimous.*

Approve/Disapprove Temporary Operators License for Dean Wiese – Motion to approve temporary operator’s license by *Rachu/Weideman 6-1 (Soto-no)*

Approve/Disapprove Quote for a New Lawn Mower for Public Works – Public Works Director Stuttgen told the Council that the Public Works department replaces their lawn mowers after the warranty expires. After the warranty expires the cost of ownership and lost time is greater than the cost of replacement than Public Works Director Stuttgen was asked why they needed to do it so soon when people keep their mowers for years? Public Works Director Stuttgen answered that City puts at least 40 hours a week on the mowers whereas an individual resident would put on 40 hours a season.

Approve/Disapprove City Appraiser Contract – Administrator Grady informed the Council that the contract for the City Assessor would be going up \$2,000, however, that this is the first increase since 2003. The Council discussed the options of accepting the contract or putting it out for bid. Motion to put the contract out to bid by *Weix/Soto. Unanimous.*

Items for Future Agendas – Public participation.

Motion to adjourn by *Weix/Kramer. The City Council adjourned at 6:37 P.M.*

Minutes from the April 21, 2020 Abbotsford City Council Meeting held in the Abbotsford City Hall Council Chambers.

Call meeting to order – Mayor Voss called the meeting to order at 6:00 P.M.

Roll Call: Rachu, Weix, Soto, Huther, Faber, Weideman, Kramer, and Mayor Voss.
One vacant seat.

Also in Attendance: Administrator Grady, Public Works Director Stuttgart, Water/Waste Water Supervisor Soyk, Deputy Clerk Luedtke, Darla Viegut, Mark Viegut, Ky Viegut, and Kevin O'Brien (Tribune Phonograph)

Pledge of Allegiance - Held

Swear in City Council Members Elected April 7, 2020 – Judge Judy Kalepp – The elected members were sworn into office.

Nomination of Council President – *Soto/Weideman* nominated Mr. Rachu as City Council President. No other nominations were made. *Unanimous.*

Discuss/approve Committee/Commission Appointments – The Committee assignments were presented as previously requested by Alders. Mr. Rachu volunteered to serve as an alternate on the Police Commission. Motion to approve appointing Mr. Rachu as alternate to the Police Commission by *Faber/Huther*. *Unanimous.*

Establish Order of the Day – No changes

Comments from the Mayor – Mayor Voss and Mr. Weideman attended the recent Abbotsford School Board Meeting. Mayor Voss thanked Mr. Soto for all the work that Mr. Soto and his staff are doing to make sure that every student is able to get a free breakfast and lunch. The School thanked the Public Works crew for helping them cut trees recently.

Comments from the Administrator – Elections went off pretty well. We were lucky enough to get several National Guard soldiers to help out as election works. We may end up needing National Guard again for next month's special election.

The actual counting of the votes on the 13th went smoothly. We only had a few absentee ballots that came in after Election Day. Unfortunately, we did have to disqualify 7 ballots because there was no postmark at all on the ballots. The US Supreme Court was clear in saying that ballots had to be postmarked on Election Day or earlier to count. Since we had no of determining when the ballots were actually mailed they had to be disqualified.

Brent Faber won both the 2 year seat and the 1 year seat for District 2 (wards 2, 5, and 7). Per state law, Mr. Faber had to choose 1 of the seats or decline both. Mr. Faber chose the 2 year seat. However, that choice created a vacancy in the 1 year seat which the Council will be taking up later in the agenda.

We received word back Ehlers that 2 of our water bonds are eligible to refinance. We cannot do so until the summer because of when the notes are callable. In the meantime, Ehler's will continue to monitor interest rates and the similar transactions. There will be a presentation for the Council in either May or June.

I did invite Sheila Nyberg for Clark County Economic Development to attend one of our May meeting and have not received a response yet. I will send a second invitation out.

Again, I would like to bring up the issue of creating a new comprehensive plan for the city. The last one was done in 2005. State statutes require that comprehensive plans be updated 10 years later and redone every 20 years. Since Abbotsford did not update in 2015 and the city is vastly different than it was in 2005 a new should be completed. A new comprehensive plan would enable the city to plan for future growth and decide where that growth should occur. It would also allow the City to apply for state and federal grants. An updated comprehensive plan is almost always a prerequisite.

The cost is about \$30,000, but we can get a CDBG grant to cover 2/3 of the cost. It is a one to two year project that requires a lot of public input. The expense can budgeted over 1-3 budget cycles depending upon when the process starts and whom we hire to help create the plan. West Central Regional Planning Commission will be the most flexible with payment terms.

Liquor License renewals are coming up. That means that it is time to revisit Chad Kilty's license which the Council agreed to do in May/June. He will be applying this time as the agent for the Corrals's liquor license where he is essentially now the bar owner. An agent automatically has a server's license.

Comments by the Public Pertaining to the Agenda – Kevin O'Brien commented that he would like to see a little more openness allowed in public comments.

Discuss Open Seat for 2nd District (Wards 2 & 5) – 1 year seat – Administrator Grady explained that since Mr. Faber won both races state statutes required him to choose one seat. Mr. Faber chose the 2 year seat and that created a vacancy for the 1 year seat.

The City Council can either choose to appoint someone to the seat or hold another election. If the Council chooses to appoint someone to the Council can do so in any manner it sees fit. If the Council chooses to hold an election the earliest it could be is August 12th if the City did not want to pay the entire expense of the election.

Motion by *Rachu/Huther* to have potential candidates submit a letter of intent by May 13, 2020 for possible action by the City Council on May 20, 2020.

Incidents, Training, Accidents – Nothing to report

Police Department Packet and Bills – Motion to approve the bills in the amount of \$14,744.54 by *Weix/Weideman*. *Unanimous*.

COVID-19 State of Emergency

- **Mayor Voss Proclamation to Extend the State of Emergency**
- **Resolution 2020-2 City Council Approval to Extend State of Emergency** – Administrator Grady stated that this was an extension of the previous order and that it now coincides with the Governor's orders. Motion to approve the resolution by *Weideman/Weix*. *Unanimous*.

Discussion: Public Comments – The City Council discussed the issue of whether to allow members of the public to bring up any subject that they wanted during the public comment. The reason it is limited now is because Open Meetings laws suggest that any such comment be moved to the next agenda and any discussion beyond what the member of the public stated would violate Open Meetings laws.

Some Council members felt that when citizens have a problem that they should be able to go the Council to seek some sort of redress or that they were, at least heard. It was said that the process of having to go to one's Alder first to get an item on the agenda took too long for the resident to get heard; that it would be more friendly if the resident to could just come to a Council meeting.

The concern was brought up that some individuals would talk too long or that numerous individuals would come in and talk about the same item that was not on the agenda. The Council generally agreed that there would have to be a time limit on public comments.

A compromise was offered to all off agenda items at the Committee of the Whole. However, any change would have to apply to all City meetings.

The Council decided to table the item for the meeting and bring it back on the May 4, 2020 meeting for consideration.

Resolution 2020-3 Extend the Deadline for Room Tax Payments – Administrator Grady stated that this resolution came at the request of the Room Tax Committee in an effort to help the hotels in the city during the current state of emergency. Motion to approve by *Faber/Weideman*. *Unanimous*.

ROV Inspection - Water/Waste Water Supervisor Soyk that the city is required to inspect the water towers every 5 years. In the past, divers were used. Now the inspection is done with a robot with a video camera. Motion to approve KLM for \$5,000 by *Rachu/Weix*. 6-yes, 1 abstain (*Weideman*).

Wastewater Plant Roof Repair - Water/Waste Water Supervisor Soyk stated that there is a hole in the fabric roof around where the venting is located. The damage was caused by wind. After contacting the vendor it was determined that this incident is not covered under warranty, however, the vendor would provide the fabric for free and charge \$2500 for labor.

The Council asked if an insurance claim could be filed claimed. Motion to file an insurance claim and the repair work done as soon as possible by *Rachu/Weix*.

April 2020 Bills – Administrator Grady stated that Advanced Disposal sent an email stating that the City would be receiving a credit for overbilling, however, that this amount did not look like it was enough. The invoice for Advanced Disposal will be held until the matter can be worked out.

Motion to approve the bills in the amount of \$390,485.13 by *Kramer/Weix*. *Unanimous*.

March 2020 Financials – The financials were present. It was noted that the sewer budget is not as good as it seems as the financials do not include upcoming loan payments. After those payments are made the sewer will be in a deficit again.

Closed Session Pursuant to 19.85(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Interview City Attorney Candidates) – Motion to go into closed session by *Weix/Faber*. Roll call vote: *Rachu* - yes *Weix* - yes, *Soto* - yes, *Huther* - yes, *Faber* - yes, *Weideman* – yes.

Kramer experienced technical difficulties

Motion to go into open session by *Rachu/Weix*. Roll call vote: *Rachu* - yes *Weix* - yes, *Soto* - yes, *Huther* - yes, *Faber* - yes, *Weideman* – yes.

Any Action Necessary – The City hired William Gamoke of Wolfgram, Gamoke & Hutchinson S.C.for general legal work.

Items for Future Agendas - No Action Will Be Taken – Public comments, comprehensive plan, Fire Commission/rental contract.

Motion to Adjourn by Rachu/Soto. The Council adjourned at 9:12 P.M...

From: [John Smith](#)
To: dgreve@msa-ps.com; "Dan Grady"; j.soyk@ci.abbotsford.wi.us
Subject: copper
Date: Monday, April 27, 2020 7:31:46 AM

Good Morning,

Here are the copper results for April 2020:

4/6/20 – Influent Copper-42 ug/l – Effluent Copper-11 ug/l.

4/20/20 – Influent Copper-41 ug/l – Effluent Copper-8 ug/l.

I will be taking two more influent and effluent copper samples in May. This will give us 1 year worth of sampling for copper with the new method. I will then go back to just sampling the effluent copper once per month in accordance to our discharge permit.

Thanks, John





CLIENT LIAISON:

Dan Borchardt, PE

Phone: 715.304.0448

Cell: 715.216-3601

dborchardt@msa-ps.com



DATE:

May 4, 2020

SAFE ROUTES TO SCHOOL DESIGN - MSA PROJECT #07681015

SPRUCE ST. (BUS. 29) RECONDITIONING PROJECT - MSA PROJECT #07681024

PROJECT STATUS UPDATE – SRTS

Final plan edits are being performed for final submission to WisDOT and to receive the authorization for bidding from WisDOT. Bidding will be at the end of May for construction to start prior to June 30, based on funding requirements. The April 20, 2020 meeting with WisDOT is summarized below.

- Safe Routes to School (SRTS) 8880-00-71 ready to LET pending final authorization to advertise (~2 weeks).
 1. City needs to award project at first meeting in June to get a signed contract with the contractor by the end of the WisDOT fiscal year June 30, 2020.
 2. Commencement Date (shovel in the ground) August 29, 2020.
 3. The project has a sunset date of June 30, 2023.
 4. Can SRTS be moved to fiscal year 2021 to accommodate LRIP? No
 5. City asked MSA to bid the project.
- Abbotsford waiting for MSID award results and State Municipal Agreement (SMA) if award is granted. SMA's expected in the beginning of May.
 - WisDOT recommends bidding the SRTS project separate from the MSID to make sure the SRTS meets the funding dates.
 - Can SMA for LRIP be expedited? No, WisDOT encouraged bidding the projects separately.
 - City's MSID application indicated for fiscal year 2020 funding.
 - City explained the inefficiencies of letting the projects separately. How the main line storm sewer and curb & gutter/inlet leads were integrated into both projects was discussed.
 - Discussed the possibility of leaving the final lift of asphalt as work by others in SRTS.
- The County awarded a portion of the local allotment of MSILT and a State Municipal Agreement (SMA) in place for the LET to occur.
 - MSILT funding is for fiscal year 2020.
 - MSILT sunset is June 30, 2025

COPPER COMPLIANCE ACTION PLAN– MSA PROJECT #07681034

MSA submitted a Copper Action Plan to the Wisconsin Department of Natural Resources on July 1, 2019. The Copper Action Plan was required as part of the City's WPDES permit compliance schedule for copper. As of April 27, 2020, the WDNR had not provided any comments or questions regarding the Copper Action Plan.

The wastewater effluent copper concentrations continue to be significantly lower since City staff implemented a new sampling procedure on June 17, 2019. The effluent copper results since June 2019 have been very consistent, and consistently below the future monthly average effluent copper limit of 22 ug/L. It appears the future effluent copper limits will be achievable with no other actions. MSA will write a letter to the DNR stating that it appears the future effluent copper limits will be met and that implementation of the items in the Copper Action Plan should not be necessary.

INDUSTRIAL PARK UTILITY AND ROADWAY EXTENSION – MSA PROPOSAL #07681040

An online bid opening was held on Tuesday, April 28, 2020. There were seven prequalified bidders for the project with bids ranging from \$755,506.71 to \$896,024.00. Haas Sons, Inc. was the low responsive bidder and MSA recommends Haas be awarded the project. Upon award and approval of MSA's construction services, a pre-construction meeting will be scheduled for early May.

SOUTH 1ST AVENUE REHAB (LINDEN TO ELM) – MSA PROJECT #07681030

CONSTRUCTION UPDATE

MSA made contact with Haas and asked them for a schedule for paving the final lift of asphalt. MSA and City staff will review the project for warranty and punchlist work in May.

INDUSTRIAL PARK CONNECTION TO STH 13 - MSA PROJECT #07681025

CONSTRUCTION UPDATE

Chippewa Concrete made contact with MSA to replace the sidewalk work and posed questions that resulted in MSA talking to WisDOT on the type of curb ramp that is needed at the intersection. WisDOT was discussing internally with their team and will get back to MSA with a decision on the type for replacement. Work will likely happen in May.



**Amendment
No. 1**

**To: City of Abbotsford
Lori Voss
203 N First Street
Abbotsford, WI 54405**

Date of Issuance: 04/28/2020

MSA Project No.: 07681040

This is an amendment to the Agreement dated March 5, 2020 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: City of Abbotsford Industrial Park Utility Extension

The project scope has changed due to: Wisconsin Central LTD-Road Easement Requirements, Industrial Park Division of Land, Dedication of City Road, Legal Descriptions of Utility Easements and Construction Administration services.

The scope of the work authorized is: See Attachment B

The schedule to perform the work is: Approximate Start: 03/06/2020
Approximate Completion: 06/1/2021

The lump sum or time and materials fee for the work is:

Wisconsin Central LTD- Road Easement	\$1,200 (Lump Sum)
Industrial Park Parcel Split CSM, Road Dedication, Legal Descriptions and Boundary Staking	\$4,000 (Lump Sum)
Construction Administration	\$60,000 (Lump Sum)
Construction Observation	<u>\$11,000 (T&M)</u>
Total	\$76,200


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 lump sum basis or Time and Material basis as identified above and Attachment A Rate Sheet.

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

MSA PROFESSIONAL SERVICES, INC.

Lori Voss
Mayor
Date: _____



Dan Borchardt, PE
Team Leader
Date: April 28, 2020

Attest: City Administrator-Clerk-Treasurer

Dan Grady

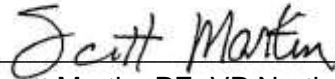
Date: _____

203 N. First Street

Abbotsford, WI 54405

Phone: 715-223-3444

Fax: 715-226-8891



Scott Martin, PE, VP Northern

Date: April 28, 2020

146 N. Central Avenue, Suite 201

Marshfield, WI 54449

Phone: 715 384-2133

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration	\$ 75 – \$120/hr.
Hydrogeologists	\$125 – \$155/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers	\$ 86 – \$190/hr.
Project Manager.....	\$ 150 – \$238/hr.
Professional Land Surveyors	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

Wisconsin Central LTD. Road Easement

1. MSA will provide CN an easement legal description and exhibit for approval that meets their requirements for the City's road right of way crossing of railroad property.

Industrial Park Parcel Split CSM, Easement, Road Dedication and Legal Description

1. Easement descriptions (new parcel easement and other site easement needs)
 - a. Other easement needs may include: storm water drainage/detention, and water/sewer easements
2. Road dedication (necessary to allow legal access to the "new" parcel from a public road right-of-way).
3. Creating the "new" parcel (necessary to transfer title from the City to Developer)
 - a. This would include marking the boundary corners on the ground / in the field.
4. Staking the new boundary's identified in the parent CSM including staking the entire project boundary for future division of lands.

CONSTRUCTION PHASE – SCOPE OF SERVICES

Construction Administration

1. Project Administration: Manage and coordinate project team, budget and schedules, maintain communication with Owner and stakeholders on the project.
2. Preconstruction Meeting: Coordinate and facilitate preconstruction meeting and minutes documenting the meeting.
3. Construction Progress Meetings: Attend, facilitate and document bi-weekly project progress meetings for the duration of the project - Ten (10).
4. Contractor Communication: Respond to contractor requests for information and assist in interpretation of the contract documents in person, in writing, or by telephone.
5. Construction Staking
 - Provide line and grade stakes for:
 - Sanitary Sewer
 - Water Main
 - Storm Sewer and Pond
 - Roadway subgrade and base courses
 - Concrete Curb and Gutter
6. Submittal Review: Review contractor shop drawings, submittals, schedules and samples for compliance with the construction documents.
7. Applications for Payment: Review Contractor applications for payment; make payment recommendation to the Owner as appropriate.
8. Change Orders: Review change order requests from contractor; recommend change orders to owner as appropriate.

9. Meetings: attend meetings of Owner board/Council/Committee for processing pay applications, change orders and construction updates – six (6).
10. Project Closeout: Prepare Punchlist (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. This will include a project walk through with City, Contractor and MSA.
11. Record Drawings: Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records

Construction Observation

Provide fill in construction observation when requested by the Owner throughout construction of the project. Estimated 120 hours for Resident Project Representative for 12 days at approximately 10 hours/day.

OWNER'S RESPONSIBILITIES

1. Full time construction observation and field measurement of quantities. (unless MSA services are requested to cover the site)

Note: All lump sum costs include travel time and equipment costs.



April 28, 2020

Lori Voss, Mayor
City of Abbotsford
203 E First Street, PO Box 589
Abbotsford, WI 54405

Re: Industrial Park Utility Extension
City of Abbotsford

Dear Ms. Voss:

Upon review of the bids received on April 28, 2020 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.

Haas Sons, Inc.
203 E. Birch Street
Thorp, WI 54771

Bid Amount \$755,506.71

Please execute the enclosed Notice of Award in triplicate for the contract and return two copies to our office and keep one for your files. After receiving the executed copies, 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, flowing style.

Daniel Borchardt, P.E.
Team Leader

dds
Enc.

146 N. Central Avenue
Suite 201
Marshfield, WI 54449

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

www.msa-ps.com

NOTICE OF AWARD

Date: 04/28/2020

Project: City of Abbotsford Industrial Park Utility Extension	
Owner: City of Abbotsford	Owner's Contract No.:
Contract: City of Abbotsford Industrial Park Utility Extension	Engineer's Project No.: 07681040
Bidder: Haas Sons, Inc.	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i> 203 E Birch Street	
Thorp, WI 54771	

You are notified that your Bid dated April 28, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for City of Abbotsford Industrial Park Utility Extension

The Contract Price of your Contract is Seven hundred fifty five thousand five hundred six Dollars Seventy one Cents (\$755,506.71).

3 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 [3] 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

47	48-Inch RCP (Remove, Salvage and Reinstall STH 13)	LF	55	\$175.00	\$9,625.00	\$135.00	\$7,425.00	\$165.00	\$9,075.00	\$80.00	\$4,400.00	\$160.00	\$8,800.00	\$50.00	\$2,750.00	\$145.00	\$7,975.00	\$93.73	\$5,155.15
48	Stormwater Pond	EA	1	\$115,200.00	\$115,200.00	\$60,500.00	\$60,500.00	\$32,450.00	\$32,450.00	\$35,000.00	\$35,000.00	\$66,000.00	\$66,000.00	\$77,000.00	\$77,000.00	\$35,200.00	\$35,200.00	\$40,256.33	\$40,256.33
49	Box Weir Outlet Structure w/Grate	EA	2	\$9,000.00	\$18,000.00	\$5,900.00	\$11,800.00	\$5,760.00	\$11,520.00	\$5,800.00	\$11,600.00	\$7,690.00	\$15,380.00	\$7,000.00	\$14,000.00	\$7,900.00	\$15,800.00	\$5,906.66	\$11,813.32
50	Connect to Existing Storm Sewer	EA	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,050.00	\$2,100.00	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$2,282.39	\$4,564.78
51	Nyloplast 2-Ft x 3-Ft Curb Inlet (24-Inch)	EA	6	\$2,500.00	\$15,000.00	\$2,625.00	\$15,750.00	\$2,470.00	\$14,820.00	\$2,500.00	\$15,000.00	\$2,744.00	\$16,464.00	\$2,300.00	\$13,800.00	\$2,300.00	\$13,800.00	\$2,392.24	\$14,353.44
52	Excavation Common	LS	1	\$120,000.00	\$120,000.00	\$8,000.00	\$8,000.00	\$30,350.00	\$30,350.00	\$60,000.00	\$60,000.00	\$66,000.00	\$66,000.00	\$77,000.00	\$77,000.00	\$33,000.00	\$33,000.00	\$11,713.33	\$11,713.33
53	Rock Excavation	CY	20	\$150.00	\$3,000.00	\$0.01	\$0.20	\$195.00	\$3,900.00	\$150.00	\$3,000.00	\$190.00	\$3,800.00	\$1.00	\$20.00	\$300.00	\$6,000.00	\$13.18	\$263.60
54	Excavation Below Subgrade (EBS)	CY	50	\$20.00	\$1,000.00	\$10.00	\$500.00	\$50.00	\$2,500.00	\$20.00	\$1,000.00	\$38.00	\$1,900.00	\$20.00	\$1,000.00	\$60.00	\$3,000.00	\$78.58	\$3,929.00
55	Imported Granular Backfill	CY	100	\$20.00	\$2,000.00	\$11.90	\$1,190.00	\$26.50	\$2,650.00	\$20.00	\$2,000.00	\$26.00	\$2,600.00	\$13.00	\$1,300.00	\$30.00	\$3,000.00	\$15.35	\$1,535.00
56	Select Crush Material (12-Inch Depth)	SY	2010	\$8.00	\$16,080.00	\$8.67	\$17,426.70	\$6.65	\$13,366.50	\$9.00	\$18,090.00	\$8.00	\$16,080.00	\$8.00	\$16,080.00	\$7.20	\$14,472.00	\$12.77	\$25,667.70
57	Select Crush Material (18-Inch Depth) (STH 13)	SY	510	\$15.00	\$7,650.00	\$14.00	\$7,140.00	\$10.45	\$5,329.50	\$14.00	\$7,140.00	\$14.00	\$7,140.00	\$11.00	\$5,610.00	\$11.30	\$5,763.00	\$18.74	\$9,557.40
58	Base Aggregate Dense -1 1/4 Inch (8-Inch Depth)	SY	2610	\$6.00	\$15,660.00	\$6.45	\$16,834.50	\$5.85	\$15,268.50	\$6.00	\$15,660.00	\$7.00	\$18,270.00	\$7.00	\$18,270.00	\$6.30	\$16,443.00	\$7.52	\$19,627.20
59	4-Inch Asphalt Pavement (2 Lifts)	SY	1710	\$25.00	\$42,750.00	\$23.51	\$40,202.10	\$23.75	\$40,612.50	\$24.50	\$41,895.00	\$24.00	\$41,040.00	\$24.00	\$41,040.00	\$24.50	\$41,895.00	\$23.51	\$40,202.10
60	6-Inch Asphalt Pavement (3 Lifts) (STH 13)	SY	450	\$55.00	\$24,750.00	\$39.23	\$17,653.50	\$39.63	\$17,833.50	\$41.00	\$18,450.00	\$39.00	\$17,550.00	\$40.00	\$18,000.00	\$11.00	\$4,950.00	\$39.24	\$17,658.00
61	30-Inch Curb and Gutter, Type HM	LF	820	\$14.00	\$11,480.00	\$18.00	\$14,760.00	\$19.40	\$15,908.00	\$13.20	\$10,824.00	\$17.00	\$13,940.00	\$20.00	\$16,400.00	\$17.00	\$13,940.00	\$17.68	\$14,497.60
62	30-Inch Curb and Gutter, Type D (STH 13)	LF	130	\$50.00	\$6,500.00	\$28.00	\$3,640.00	\$28.60	\$3,718.00	\$30.00	\$3,900.00	\$21.00	\$2,730.00	\$30.00	\$3,900.00	\$20.60	\$2,678.00	\$17.68	\$2,298.40
63	4-Inch Reinforced Concrete Sidewalk w/ 6-Inch Base (STH13)	SF	310	\$10.00	\$3,100.00	\$7.00	\$2,170.00	\$6.65	\$2,061.50	\$5.75	\$1,782.50	\$7.00	\$2,170.00	\$6.00	\$1,860.00	\$7.10	\$2,201.00	\$12.46	\$3,862.60
64	6-Inch Concrete Driveway w/Base	SF	220	\$6.50	\$1,430.00	\$7.50	\$1,650.00	\$10.25	\$2,255.00	\$9.80	\$2,156.00	\$13.00	\$2,860.00	\$6.50	\$1,430.00	\$12.75	\$2,805.00	\$13.77	\$3,029.40
65	Base Aggregate Dense Driveway (12-Inch Depth)	SY	500	\$17.00	\$8,500.00	\$8.67	\$4,335.00	\$9.44	\$4,720.00	\$9.00	\$4,500.00	\$10.00	\$5,000.00	\$9.00	\$4,500.00	\$10.25	\$5,125.00	\$5.56	\$2,780.00
66	6-Inch HDPE Underdrain	LF	900	\$10.00	\$9,000.00	\$10.00	\$9,000.00	\$7.30	\$6,570.00	\$12.00	\$10,800.00	\$8.00	\$7,200.00	\$5.00	\$4,500.00	\$8.00	\$7,200.00	\$14.29	\$12,861.00
67	Geogrid (STH 13)	SY	510	\$6.00	\$3,060.00	\$3.00	\$1,530.00	\$5.95	\$3,034.50	\$6.00	\$3,060.00	\$5.00	\$2,550.00	\$3.00	\$1,530.00	\$6.50	\$3,315.00	\$2.55	\$1,300.50
68	Geotextile Fabric Type SAS	SY	2200	\$2.50	\$5,500.00	\$1.75	\$3,850.00	\$1.20	\$2,640.00	\$2.00	\$4,400.00	\$1.70	\$3,740.00	\$2.00	\$4,400.00	\$1.30	\$2,860.00	\$2.87	\$6,314.00
69	Furnish and Install 2x2-Inch x 12 foot Posts Tubular Steel	EA	8	\$200.00	\$1,600.00	\$205.00	\$1,640.00	\$183.75	\$1,470.00	\$200.00	\$1,600.00	\$277.00	\$2,216.00	\$100.00	\$800.00	\$250.00	\$2,000.00	\$148.98	\$1,191.84
70	Pavement Marking 4-Inch Epoxy	LF	1700	\$2.00	\$3,400.00	\$0.65	\$1,105.00	\$0.65	\$1,105.00	\$1.10	\$1,870.00	\$1.00	\$1,700.00	\$0.65	\$1,105.00	\$0.70	\$1,190.00	\$0.68	\$1,156.00
71	Pavement Marking Stop Line 18-Inch	LF	80	\$10.00	\$800.00	\$16.50	\$1,320.00	\$16.85	\$1,348.00	\$11.00	\$880.00	\$17.00	\$1,360.00	\$16.50	\$1,320.00	\$17.50	\$1,400.00	\$17.33	\$1,386.40
72	Crosswalk Epoxy 6-inch	LF	200	\$20.00	\$4,000.00	\$10.25	\$2,050.00	\$10.50	\$2,100.00	\$10.00	\$2,000.00	\$11.00	\$2,200.00	\$10.25	\$2,050.00	\$11.00	\$2,200.00	\$10.76	\$2,152.00
73	Pavement Marking Railroad Crossing Epoxy	EA	2	\$1,200.00	\$2,400.00	\$850.00	\$1,700.00	\$870.00	\$1,740.00	\$1,300.00	\$2,600.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$892.50	\$1,785.00
74	Signs, HIPRR	SF	75	\$20.00	\$1,500.00	\$30.00	\$2,250.00	\$15.90	\$1,192.50	\$25.00	\$1,875.00	\$44.00	\$3,300.00	\$40.00	\$3,000.00	\$35.00	\$2,625.00	\$26.18	\$1,963.50
	TOTAL BID ITEMS: #1-#74				\$922,064.00		\$755,506.71		\$785,941.18		\$874,485.50		\$878,573.00		\$884,324.00		\$886,604.00		\$890,683.94

Corrected Total
with Railroad
Flagging
adjusted per
spec 01 35 00 \$896,024.00



Professional Services Agreement

This AGREEMENT (Agreement) is made today 09/28/2018 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Abbotsford Drainage Study

The scope of the work authorized is: See Attached - *Scope of Work*

The schedule to perform the work is: Approximate Start Date: October 31, 2018
Approximate Completion Date: December 31, 2018

The lump sum fee for the work is: \$6,500

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.

Lori Voss, Mayor

Todd Trader, Team Leader

Date: 10-1-18

Date: September 28, 2018

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

Duane Gau, Interim Administrator

Date: _____

203 N First Street
Abbotsford, WI 54405
Phone: 715-223-3444
Fax: 715-223-8891

146 North Central Ave., Suite 201
Marshfield, WI 54449
Phone: 715-304-0460
Fax: 715-384-9787

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Scope of Work

Task 1 – Storm Sewer Alignment Mapping and Survey

MSA will provide the City with a base map of the problem area vicinity. *City staff will be responsible for providing MSA sketch maps of the drainage infrastructure showing the following:*

- 1.) The approximate location of storm manholes connecting elements of the storm sewer system.*
- 2.) The alignment of storm sewers entering and exiting storm manholes*
- 3.) The diameter of storm sewers entering and exiting storm manholes*
- 4.) The depth to the invert of storm sewers entering and exiting storm manholes*
- 5.) The approximate location of inlets to the storm sewer system and an indication that the inlets connect to a particular manhole.*

Note – it is not necessary to identify attributes of storm sewer pipes connecting storm sewer inlets (either at the inlet or at the downstream manhole). All that needs to be know is the connectivity of inlets.

MSA will send a surveyor to the study area to survey the rim elevation of each manhole evaluated by the City. The rim elevation will be compared against City provided measurements to define storm sewer inverts.

MSA will also survey the centerline of each street using a pickup truck tow-hitch mounted GPS receiver. This information will be used to more closely delineate watershed boundaries and potentially flood inundation areas since LiDAR aerial mapping for the City is unavailable.

Task 2 - Revise Watershed Boundaries

MSA will delineate subwatershed boundaries draining to the location of each element of the trunk storm sewer (intersection) within the study area. Elements of the trunk storm sewer system will be defined by street intersection and/or clusters of storm sewer inlets.

Task 2 - Prepare Land Use Estimates

MSA will prepare a land use plan maps for the study area using the most recently available aerial photography. MSA will digitize impervious area within the study area using the most recently available aerial photography assuming photography of sufficient resolution quality is available. Land use and impervious mapping, along with available soil data mapping will be combined to develop individual runoff coefficients for each watershed within the study area.

Task 3 - Prepare Hydrologic Model

MSA will prepare a HydroCAD computer model of the study area to determine peak flow rates and accumulated volumes for each element of the trunk drainage system within the study area.

Task 4 - Assess Current Drainage System Capacity

MSA will solve the model for storm events including the 5-yr, 10-yr, 25-yr and 100-yr rainfall events to determine peak flows at each system element. Peak flows in successive downstream elements will be determined by adding hydrographs.

Task 5 – Determine Required Trunk Storm Sewer Size

MSA will determine the necessary size of trunk storm sewer diameter at the study area outfall necessary to provide various 'levels of service'. That is to say, MSA will identify the pipe size necessary to convey the peak 5-yr, 10-yr, 25-yr, and 100-yr peak flows generated by the watershed.

a.)

Task 6 - Prepare Technical Memoranda

MSA will prepare a brief technical memo documenting the design of the trunk storm sewer system. The report is anticipated to be no more than three pages in (text) length. MSA will provide one (1) electronic copy in PDF format of a technical memo documenting the storm sewer system assessment.

Schedule

MSA will complete the above scope of work within 60 days of receipt of complete storm sewer field inspection data from the City.

Project Cost

MSA will complete the above scope of work for a lump sum fee of **\$6,500** according to the following breakdown:

Survey – 8 hours, \$1,040
GIS development – 12 hours, \$1,160
Hydrologic/Hydraulic Calculations, 30 hours, \$3,660
Project Management – 4 hours, \$640

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous

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

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

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

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

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

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

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

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

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

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

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



Professional Services Agreement

This AGREEMENT (Agreement) is made today April 21, 2020 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Abbotsford Drainage Study

The scope of the work authorized is: See Scope of Work - Attachment A

The schedule to perform the work is: Approximate Start Date: May 2020
Approximate Completion Date: June 2020

The lump sum fee for the work is: \$6,500


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.

Lori Voss
Mayor
Date: _____



Daniel Borchardt
Team Leader
Date: 4-21-20

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

Dan Grady, City Administrator
Date: _____

203 N First Street
Abbotsford, WI 54405
Phone: 715-223-3444
Fax: 715-223-8891

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

SCOPE OF WORK**Task 1 – Storm Sewer Alignment Mapping and Survey**

MSA will provide the City with a base map of the problem area vicinity. *City staff will be responsible for providing MSA sketch maps of the drainage infrastructure showing the following:*

- 1.) The approximate location of storm manholes connecting elements of the storm sewer system.*
- 2.) The alignment of storm sewers entering and exiting storm manholes*
- 3.) The diameter of storm sewers entering and exiting storm manholes*
- 4.) The depth to the invert of storm sewers entering and exiting storm manholes*
- 5.) The approximate location of inlets to the storm sewer system and an indication that the inlets connect to a particular manhole.*

Note – it is not necessary to identify attributes of storm sewer pipes connecting storm sewer inlets (either at the inlet or at the downstream manhole). All that needs to be know is the connectivity of inlets.

MSA will send a surveyor to the study area to survey the rim elevation of each manhole evaluated by the City. The rim elevation will be compared against City provided measurements to define storm sewer inverts.

MSA will also survey the centerline of each street using a pickup truck tow-hitch mounted GPS receiver. This information will be used to more closely delineate watershed boundaries and potentially flood inundation areas since LiDAR aerial mapping for the City is unavailable.

Task 2 - Revise Watershed Boundaries

MSA will delineate subwatershed boundaries draining to the location of each element of the trunk storm sewer (intersection) within the study area. Elements of the trunk storm sewer system will be defined by street intersection and/or clusters of storm sewer inlets.

Task 2 - Prepare Land Use Estimates

MSA will prepare a land use plan maps for the study area using the most recently available aerial photography. MSA will digitize impervious area within the study area using the most recently available aerial photography assuming photography of sufficient resolution quality is available. Land use and impervious mapping, along with available soil data mapping will be combined to develop individual runoff coefficients for each watershed within the study area.

Task 3 - Prepare Hydrologic Model

MSA will prepare a HydroCAD computer model of the study area to determine peak flow rates and accumulated volumes for each element of the trunk drainage system within the study area.

Task 4 - Assess Current Drainage System Capacity

MSA will solve the model for storm events including the 5-yr, 10-yr, 25-yr and 100-yr rainfall events to determine peak flows at each system element. Peak flows in successive downstream elements will be determined by adding hydrographs.

Task 5 – Determine Required Trunk Storm Sewer Size

MSA will determine the necessary size of trunk storm sewer diameter at the study area outfall necessary to provide various ‘levels of service’. That is to say, MSA will identify the pipe size necessary to convey the peak 5-yr, 10-yr, 25-yr, and 100-yr peak flows generated by the watershed.

a.)

Task 6 - Prepare Technical Memoranda

MSA will prepare a brief technical memo documenting the design of the trunk storm sewer system. The report is anticipated to be no more than three pages in (text) length. MSA will provide one (1) electronic copy in PDF format of a technical memo documenting the storm sewer system assessment.

SCHEDULE

MSA will complete the above scope of work within 60 days of receipt of complete storm sewer field inspection data from the City.

PROJECT COST

MSA will complete the above scope of work for a lump sum fee of **\$6,500** according to the following breakdown:

Survey – 8 hours, \$1,040
GIS development – 12 hours, \$1,160
Hydrologic/Hydraulic Calculations, 30 hours, \$3,660
Project Management – 4 hours, \$640

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRE HALL LEASE AGREEMENT

The Central Fire and EMS District, and emergency services district created for ambulance, fire and fire protection for the seven (7) members of the district, wishes to enter into a lease agreement with the City of Abbotsford for the use of the fire hall located at 112 W. Spruce St, Abbotsford, WI 54405, and any fixtures in the fire hall. The Central Fire and EMS District, hereinafter "Lessee", and the City of Abbotsford, herein after "Lessor" agree to as follows:

1. The length of the lease shall be two (2) years beginning January 1, 2017, and ending December 31, 2018.
2. The lease and terms shall renew automatically unless notified by either party one (1) year in advance of lease expiration.
3. There will be no rent payment from Lessee to the Lessor for the first two (2) years and \$1,000.00 each year after.
4. The Lessee agrees to pay the electric, gas, heat, water, sewer, and any other utility bills for the duration of the lease.
5. The Lessor will pay for and maintain insurance coverage on the fire hall in an amount not to exceed replacement value for the duration of the lease. The Lessee shall retain the right to seek out comparable insurance quotes.
6. The Lessee will pay for janitorial services at the fire hall and all other reasonable operating expenses, except as otherwise provided for herein.
7. Notwithstanding Section 3.5(b) of the Fire Contract, the Lessor shall be responsible for all repairs and maintenance of the fire hall with the exclusion of janitorial services.
8. The Lessee shall bear no liability due to any building defects or minor accidents due to everyday usage of said building.
9. The Lessee shall pay the first One Thousand Dollars (\$1,000.00) for necessary repairs to cover the deductible.

Dated this 4th day of May, 2020.

LESSEE: Central Fire and EMS District

LESSOR: City of Abbotsford

Title: _____

Mayor

WITNESS

WITNESS

RESOLUTION NO. 2020- 4
CITY OF ABBOTSFORD
MARATHON & CLARK COUNTIES, WISCONSIN

RESOLUTION REQUESTING GOVERNOR EVERS LIFT SAFER
AT HOME ORDERS

WHEREAS, Governor Evers Safer at Home Order has closed all businesses other than essential businesses until further notice; and

WHEREAS, these business closures have caused economic hardship for communities, businesses and their employees; and

WHEREAS, continued business closures will cause permanent economic damage to our state and community.

WHEREAS, while COVID-19 does present a real public health hazard locals communities and the state there should be a balance that protects both public health and allows for businesses to reopen.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Abbotsford asks Governor Evers to lift the Safer at Home orders and allow all businesses to reopen with proper safety protocols.

BE IT FURTHER RESOLVED that if a statewide reopening is not feasible at this time that a regional approach be taken to allow businesses in the Abbotsford area to reopen with the proper safety protocols.

IN WITNESS WHEREOF, said Resolution was duly adopted by the Common Council of the City of Abbotsford at its meeting on the 4th day of May, 2020, by a vote of _____ in favor and _____ opposed.

CITY OF ABBOTSFORD

By: _____
Lori Voss, Mayor

ATTEST:

Dan Grady, Clerk

ADOPTED: _____

APPROVED: _____