

City of Abbotsford

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

ABBOTSFORD CITY COUNCIL
TO BE HELD MONDAY April 5 2021 at 6:00 P.M.
AT THE ABBOTSFORD COUNCIL CHAMBER
AMENDED

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 – 2 minute time limit
6. Minutes from the City Council Meeting held March 1, 2021
 - a. Waive the reading and approve/disapprove the minutes
7. Minutes from the Committee of the Whole Meeting held March 17, 2021
 - a. Waive the reading and approve/disapprove the minutes
8. Minutes from the Plan Commission held on March 11, 2021
9. Minutes from the Plan Commission held on March 25, 2021
10. Incidents/Accidents/Training
11. Approve/Disapprove Amending Real Estate Agreement with NAI Pfefferle
12. Approve/Disapprove Developers Agreement with Straight Shot Investment re: Residential Development in the Schilling Subdivision
13. Approve/Disapprove Real Estate Contract for the sale of 11 lots in the Schilling Subdivision
14. Approve/Disapprove Certified Survey Map for Dollar General
15. Approve/Disapprove Conditional Use Permit for Dollar General
16. Approve/Disapprove Police Commission Resolution 1-2021
17. Approve/Disapprove Street Use Permit for Abbyfest
18. Approve/Disapprove Temporary Beer Licence for Abbyfest
19. Approve/Disapprove Flea Market Permit
20. Water/Waste Water Update
21. MSA Water Update
22. Public Works Update
23. MSA Update
24. **Approve/Disapprove Linden Street Storm Sewer Proposal**
25. Approve/Disapprove Crack Sealing Bid
26. Approve/Disapprove Traffic Control at 4th Ave and Spruce St
27. Approve/Disapprove Notice to Proceed – Contract for Switlick Sons for 4th Ave Project.

28. Approve/Disapprove Pay Application #6 – Opportunity Drive (Industrial Park Rd)
29. Discussion: 3rd Avenue Repairs
30. Approve/Disapprove Final Payout of 8.62 PTO hours for Louella Luedtke
31. Approve/Disapprove Operators License
32. Approve/Disapprove Drafting an Ordinance to Eliminate City Administrator Position and to Create a Clerk-Treasurer Position at Time of City Administrator's Resignation or January 1, 2022 Whichever Comes First.
33. Next Meetings: City Council Reorganization - April 20, 2021 Reorganization Meeting, City Council May 3, 2021
34. Adjourn

City Council April 5, 2021

Mon, Apr 5, 2021 6:00 PM - 9:00 PM (CDT)

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Minutes from the March 1, 2021 Abbotsford City Council Meeting held in the Abbotsford City Hall Council Chambers.

City Council call to order – Mayor Voss called the meeting to order at 6:00 P.M.

Roll Call: M. Rachu, Weix, D. Rachu, Soto, Huther, Faber, Weideman, and Kramer.

Others Present – Administrator Grady, City Attorney Gamoke, Water/Wastewater Supervisor Soyk, Public Works Director Stuttgen, Chief Mueller, Battalion Chief Austin, Justin Ingersoll, Jim Colby, Mike Hrgendi, Brian Chapman (Cedar Corp), Kevin O'Brien (Tribune Phonograph)

Pledge of Allegiance – Held

Establish Order of the Day – Move the Fire Truck purchase to after public comment

Comments by the Mayor – Mayor Voss thanked the City crew for all of their work fixing a water break the previous weekend. Mayor Voss heard some complaints about now being able to call into gotomeeting.

Administrator's Update –

Public Comment – Jim Colby questioned way snow was plowed on to the sidewalk in front of his house on 2nd Street.

Approve/Disapprove Purchase of a New Piece Fire Truck by Central Fire and EMS District in the Amount of \$453,859.00. (2/3 vote of the equalized value of participating municipalities required to approve purchase – Chief Mueller stated that the truck chosen was a compromise between cost and need. He also stated that the new truck should last 20-25 years. Motion to approve the purchase by *M. Rachu/Huther. Unanimous.*

Minutes from the City Council Meeting held February 1, 2021 – Motion to approve by *Weideman/Weix. Unanimous.*

Minutes from the Committee of the Whole Meeting held February 17, 2021 – Motion to approve by *D. Rachu/Weix. Unanimous.*

Minutes from the Plan Commission held on February 25, 2021 - Presented

Approve/Disapprove Policy Regarding Council Members Calling In/Voting During Closed Session – City Attorney Gamoke stated that there is no legal reason that a member cannot take part in and vote during closed session as long as the Council can

be sure that the public is excluded. Motion to allow members to take part in and vote in closed session by *M. Rachu/Weix. Unanimous*

Closed Session - Pursuant to Section 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employees over which the governmental body has jurisdiction or exercises responsibility. (City Administrator) – Motion to go into closed session by *M. Rachu/Soto. Roll call vote. M. Rachu - yes, Weix- yes, D. Rachu - yes, Soto - yes,*

Huther - yes, Faber - yes, Weideman - yes, Kramer – yes.

Motion to go out of closed session by *M. Rachu/Soto. Roll call vote. M. Rachu - yes, Weix- yes, D. Rachu - yes, Soto - yes, Huther - yes, Faber - yes, Weideman - yes, Kramer – yes.*

Approve/Disapprove New Employment Contract for City

Administrator/Clerk./Treasurer – Motion to approve the new employment contract by *Huther/M. Rachu. Roll call vote. M. Rachu - yes, Weix- no, D. Rachu - yes, Soto - yes, Huther - yes, Faber - no, Weideman - no, Kramer – no. Vote tied at 4-4. Mayor Voss votes no. Motion fails.*

Several members expressed disagreement with the one year payout with health insurance for termination without cause in section 10B

.Motion to amend section 10B to 6 months and approve the contract by *M. Rachu/D. Rachu. Roll call vote. M. Rachu - yes, Weix- no, D. Rachu - yes, Soto - yes, Huther - yes, Faber - no, Weideman - no, Kramer – no. Vote tied at 4-4. Mayor Voss votes no. Motion fails*

Approve/Disapprove Gravel Crushing Bid for Lowest Qualified Bidder – Motion to approve Earth by *Huther/M. Rachu. Unanimous.*

Public Works Update – Update is the next agenda item

Approve/Disapprove Indefinitely Postposing Linden Street Reconstruction - Flood Mitigation Project Started in October 2020 Until Sufficient Funding Becomes Available - Public Works Director Stuttgart stated that the plan MSA came up with too expensive. In addition, the railroad would require the City to spend \$250,000 to fix their culverts for an easement. It was felt that the project should be postposed to a later date. Motion to approve by *Weix/D. Rachu. Unanimous.*

Incidents/Accidents/Training - none

Approve/Disapprove new Compliance Assurance Plan (CAP) – Motion to approve by *M. Rachu/Faber. Unanimous.*

Approve/Disapprove Ordinance 2021-1 Updates to Title 8 of the Abbotsford Code of Ordinances – Motion to approve by *M. Rachu/Soto. Unanimous.*

Approve/Disapprove Manhole Cover Quote for 4th Avenue – Motion to approve by *Kramer/Weix. Unanimous.*

Approve/Disapprove Conditional Use Permit for Hryndej, LLC to Use 406 E. Spruce Street as a Single Family Residence – It was confirmed that the building could only be used as a single family residence. Motion to approve by *Weideman/Weix. Unanimous.*

Water/Wastewater Update – There was a water break on Spruce St and the pump at well 14 quit working.

Approve/Disapprove Waiving \$555.06 in Waste Water Charges for 200 E. Pine Street Due to Water Break – Motion to approve by *M. Rachu/Weix. Unanimous.*

Approve/Disapprove Resolution 2021-1 A Resolution Honoring the Life of Jeremy Totzky – Motion to approve by *D. Rachu/M. Rachu. Unanimous.*

Approve/Disapprove Colby-Abby Police Department Budget Amendment – Amendment was tabled as the city had not received the updated version of the budget amendment.

Approve/Disapprove Changing City Hall Hours From 9:00 am - 5:00 pm to 8:00 am - 5:00 pm Monday through Friday.- Motion to approve effective April 1, 2021 by *D. Rachu/Weix. Unanimous.*

Approve/Disapprove Operator's License – Motion to approve by *M. Rachu/Weix. Unanimous.*

Items for Future Agendas – Police Department Amendment, City Administrator position.

Next Meetings: Committee of the Whole –March 17, 2021; City Council – April 5, 2021

Motion to Adjourn by Weix/M. Rachu. The City Council adjourned at 7:17 PM.

Minutes from the March 17, 2021 Abbotsford Committee of the Whole Meeting held in the Abbotsford City Hall Council Chambers.

Mayor Voss convened the meeting at 6:05 PM.

Roll Call: M. Rachu, Weix, D. Rachu, Soto, Huther, Weideman and Kramer (called in at 6:02). Faber – absent

Others Present – Administrator Grady, Public Works Director Stuttgart, Water/Waste Water Manager Soyk, Municipal Judge Kalepp, Library Director Jochimsen, Brian Chapman (Cedar Corporation) and Kevin O'Brien (Tribune Phonograph)

Pledge of Allegiance – Held

Establish Order of the Day – No Changes

Comments by the Mayor – Mayor Voss thanked Public Works for painting the bike racks. Mayor Voss stated that pads on the defibrillator will expire soon. The Mayor is going to talk to the Fire Department about replacing them.

Administrator's Update - Open Book is scheduled for Friday May 14th from 1:00-3:00. Board of Review is scheduled for Thursday May 27th from 4:00-6:00. Please note that after this year a member of the committee is going to have to train for Board of Review every year per Act 1 2021.

As a result of the American Recovery Act which was signed into law about a week ago, the City will be receiving \$220,000 in federal monies over this year and 2022. There are conditions to what it can be used for. One of these is that states, counties, and municipalities may not use the money as a revenue source offset to lower taxes. What exactly we can spend the money is unclear at the moment, but we do know water and wastewater facility upgrades are among the permissible uses.

Lou Luedtke has officially left employment with the City. Her last day was yesterday. The plan going forward is to not replace the position. Erin and I have absorbed all of her job responsibilities. I will also be teaching Josh how to do payroll as a backup.

Comments by the Public – None

Accidents/Incidents/Training - None

Police Department Update - Alder Soto provided the update.

Approve/Disapprove Police Department Bills – Motion to approve the February 2021 bills in the amount of \$29,628.25 by *Soto/Kramer*. *Unanimous*.

Fire Department Update - Alder Weix provided the update.

Library Update - Library Director Jochimsen provided the update.

Public Works Update - Public Works Director Stuttgen stated that the new loader arrived.

Linden Street Storm Sewer Proposal from Cedar Corporation – The pipe will run from Kulas Auto Body to the creek by well 1. It is equivalent to a 30” pipe. The Committee decided to move this to the April 5 City Council meeting.

Water/Wastewater Update – The valve that controls the digester at the waste water plant is leaking. Wells 6 & 17 are down. The plan is to repair the wells over Easter Break to cause the least amount of disruption to the school.

Discussion: City Administrator Position – There was discussion on whether to switch back to a Clerk/Treasurer and Deputy Clerk/Treasurer model. The Committee decided to wait until after the April elections to continue the conversation.

February 2021 Financials - presented

Approve/Disapprove March 2021 Bills – Motion to approve the bills in the amount of \$309,544.21 by *Weix/Kramer. Unanimous.*

Item for the Next Agenda –Linden Street Storm Sewer proposal and 4th Avenue.

Next Meetings: City Council – April 5, 2021, City Council Reorganization - April 20, 2021

Motion to Adjourn by Huther/M. Rachu. The Committee of the Whole adjourned at 6:51 PM.

Minutes from the City of Abbotsford Planning Committee meeting March 11, 2021 in the Abbotsford City Hall City Council Room.

Chair Rachu called the public hearing to order at 5:00 pm

Roll call – Voss, Jakel, Erickson, Christensen (arrived at 5:30) and Rachu and Weix as a substitute. Anders and Vazquez – excused absence.

Others Present – Administrator Grady, Public Works Director Stuttgen, Jim Lundberg (Point of Beginning), Kevin O'Brien (Tribune Phonograph), and other interested parties.

Pledge of Allegiance - Held

Public Comment – Time Limit of 2 minutes – None.

Approve/Disapprove Certified Survey Map For 313 S. 4th St – Jim Lundberg presented a CSM for a proposed Dollar General. Motion to approve by *Weix/Voss. Unanimous with Jakel abstaining*

Approve/Disapprove Conditional Use Permit for Dollar General at 313 S. 4th St - Public Works Director Stuttgen stated that every use in this district requires a conditional use permit. Motion to approve by *Voss/Erickson. Unanimous with Jakel abstaining*

Approve/Disapprove Amending Listing Agreement with NAI Pfefferle – The listing agreement needs to be modified due to the interest of a potential buyer. Motion to approve by *Jakel/Erickson. Motion passes 3-2. Rachu, Erickson, and Jakel – yes, Voss and Weix – No. Christensen not voting.*

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. (Potential residential development in the Schilling Subdivision) – Motion to go into closed session by *Voss/Jakel Roll call vote* – Voss - yes, Jakel - yes, Erickson- yes, Weix – yes, and Rachu – yes

Motion by *Weix/Christensen to adjourn from closed session.*

The Plan Commission adjourned at 6:04 P.M.

Minutes from the City of Abbotsford Planning Committee meeting March 25, 2021 in the Abbotsford City Hall City Council Room.

Chair Rachu called the public hearing to order at 5:00 pm

Roll call – Voss, Jakel, Erickson, Christensen Anders, Rachu and Weix as a substitute. Vazquez – excused absence.

Others Present – Administrator Grady, Alder Soto, Alder Weideman, Noel Felix (Straight Shot Investments), TJ Morice (NAI Pfefferle), Kevin O'Brien (Tribune Phonograph), and other interested parties.

Pledge of Allegiance - Held

Public Comment – Time Limit of 2 minutes – None.

Approve/Disapprove Developers Agreement with Straight Shot Investments For a Residential Development in the Schilling Addition – Administrator Grady told the Commission a change was made to section 4 paragraph 1. The previous version stated lots in the industrial part with no property addresses. This was changed to Schilling subdivision and the listing of assigned street numbers.

The Commission had a long discussion regarding section 4 of the contract. The main question was do paragraphs 11-13 adequately protect the city. There was concern regarding what would happen if the project was only half completed. Would the City be guaranteed the lots back?

It was clarified that after 36 months any unused lots would revert to the city. In addition, the taxable assessed value of each lot is a minimum of \$600,000. In the event that nothing was built on the lot the minimum \$600,000 value would still apply. If the property were sold the assessed value would still same the same minimum \$600,000.

Finally, paragraph 13 protects the city for a tax exempt entity from purchasing the ensuring that the City's future tax revenue is kept intact.

The Developer requested that Section 4 paragraph 2 be clarified. The Commission agreed to remove "surveying expenses and Certified Survey Map" as the City had paid for those items years ago. The developer will be solely responsible for any future surveying. Paragraph 2 now just splits the legal expenses equally.

The Developer that the letter of credit to change to \$4 million instead of \$8 million. The Commission agreed that the developer can provide a letter of credit in the amount of \$4 million prior to construction of each phase of the project and that the timing of the letter of credit would coincide with Section 4 paragraph 8.

The Developer also requested use of City Hall space in either April or May to set up a marketing event. The Commission agreed to add language to the developer's agreement allowing this.

Motion to approve the developer's agreement as amended by the Commission by *Jakel/Christensen. Unanimous.*

Approve/Disapprove Land Purchase Agreement – Motion to approve the land purchase agreement by *Weix/Anders. Unanimous.*

Motion by *Weix/Anders to adjourn.*

The Plan Commission adjourned at 5:57 P.M.

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated June 18, 2020, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) Specific Lots on Swamp Buck Drive
3 _____ in the N/A of
4 Abbotsford, County of Clark, Wisconsin is amended as follows:
5 The list price is changed from \$n/a to \$ n/a.
6 The expiration date of the contract is changed from midnight n/a,
7 to midnight n/a.
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 _____
10 _____

11 Other: Add parcel id 201.0707.106 to Addendum A
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 NAI Pfefferle (x) _____
36 Firm Name ▲ Seller's/Owner's Signature ▲ Date ▲
37 Print name ▶ City of Abbotsford
38 (x) _____ (x) _____
39 By Agent for Firm ▲ Date ▲ Seller's/Owner's Signature ▲ Date ▲
40 Print name ▶ Anthony P. Morice Jr Print name ▶ Dan Grady - Administrator

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual
42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing
43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.
45 (x) _____
46 Supervising Broker's Signature ▲ Print name ▶ Date ▲

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Lots at Swamp Buck Drive
and Porcupine Lane IN THE N/A
(CITY) (VILLAGE) (TOWN) OF Abbotsford, COUNTY OF
Clark STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)
- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."
- A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.
- A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of a joint well serving this property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of pending special assessments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware of any land division involving the property for which required state or local permits were not obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D7. Explanation of "yes" responses _____ | | | |

E. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| E1. Are you aware of the property being part of or subject to a subdivision homeowners' association? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware of any zoning code violations with respect to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of nonconforming uses of the property?
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of conservation easements on the property?
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of restrictive covenants or deed restrictions on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E8. <i>Other than public rights of ways</i> , are you aware of nonowners having rights to use part of the property, including, but not limited to, <i>private</i> rights-of-way and easements other than recorded utility easements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E16m. Are you aware of a written agreement affecting riparian rights related to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E16n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?
<i>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E21. Explanation of "yes" responses _____

_____ | | | |

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

	YES	NO	N/A
F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Municipal water _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Telephone _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Cable television _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Natural gas _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Municipal sewer _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F9m. <i>Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F10. The owner has owned the property for _____ years.			
F11. Explanation of "yes" responses _____			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
Person _____ Items _____ Date _____
Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

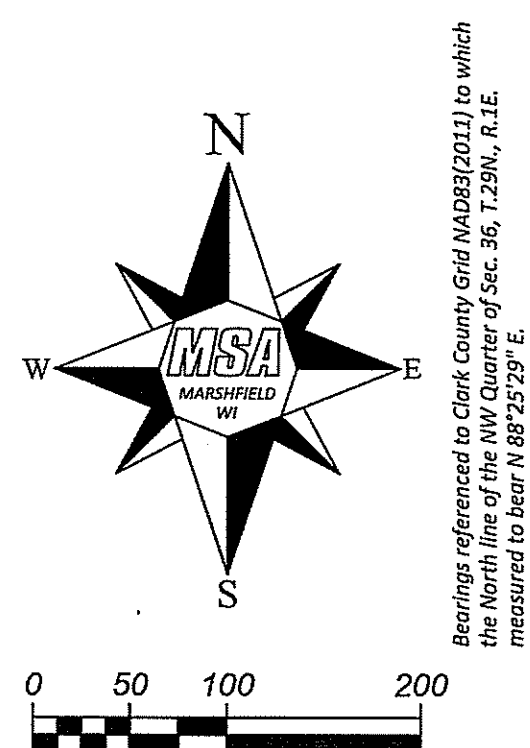
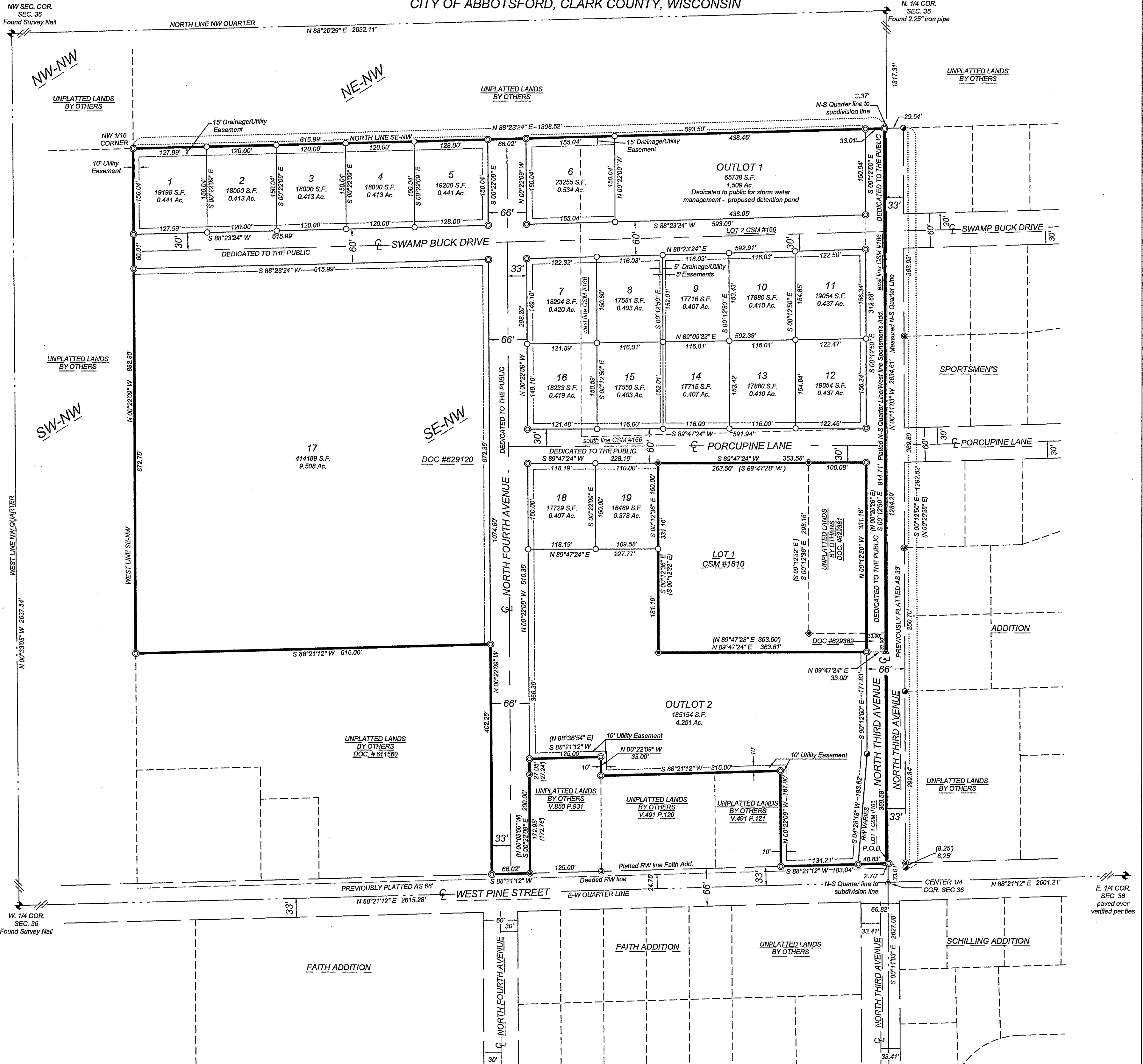
I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
Prospective buyer _____ Date _____
Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

SCHILLING'S SUBDIVISION

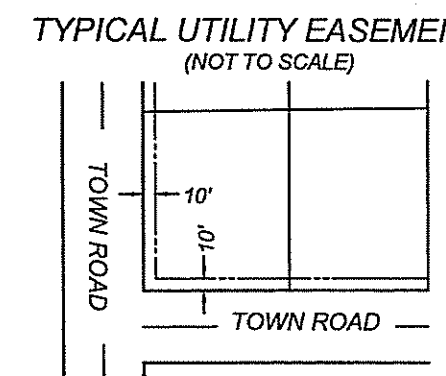
LANDS BEING PART OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,
PART OF CSM #1810, ALL OF CSM #166,
SECTION 36, TOWNSHIP 29 NORTH, RANGE 1 EAST,
CITY OF ABBOTSFORD, CLARK COUNTY, WISCONSIN



TYPICAL BUILDING SETBACKS
as of July 2018

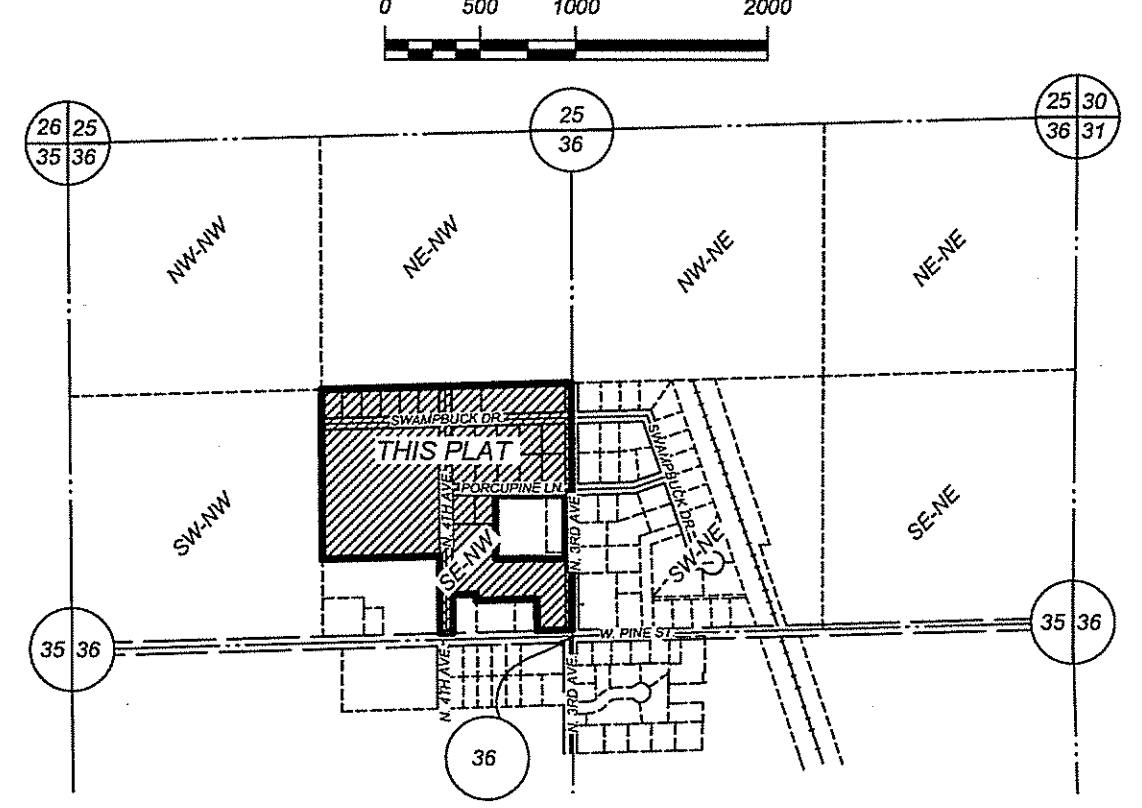
SINGLE FAMILY RESIDENTIAL
Min. 25 feet from City's right of way line.
Min. 10 feet from side lot line.
Min. 10 feet from rear lot line.

MULTI-FAMILY RESIDENTIAL
Min. 35 feet from City's right of way line.
Min. 20 feet from side lot lines.
Min. 50 feet from rear lot lines.



UTILITY EASEMENT RESTRICTION
No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line.
The unauthorized disturbance of a survey monument is a violation of s. 236.32 of Wisconsin Statutes.
Utility easements set forth herein are for the use of public bodies and private/public utilities having the right to serve this subdivision.

LOCATION SKETCH
PART OF THE SE-NW SEC. 36, T.29N., R.1E.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11th, 2019

Rene M. Down
Department of Administration

- LEGEND**
- FOUND/VERIFIED USPLS CORNER AS NOTED
 - ⊙ FOUND 2.0" O.D. IRON PIPE
 - ⊙ FOUND 1.25" O.D. IRON PIPE
 - ⊙ FOUND 0.75" IRON REBAR
 - SET 0.75" O.D. X 18" - 1.50 LBS/LIN. FT. IRON ROD
 - ⊙ SET 1.25" O.D. X 18" - 4.30 LBS/LIN. FT. IRON ROD
 - ▲ SET MAG NAIL

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NO.	DATE	REVISION	BY
1	5/06/2019	preliminary review comments addressed	CAB
2	6/7/2019	final review comments addressed	CAB

Cadd File: P:\7600a\7680a\7681\07681026\CADD\Survey\CAD

Initial Fieldwork Completed: 5/2018 Drawn by: CAB Date: 10/16/2018
Final Fieldwork Completed: 5/2019 Checked by: JDL Scale: 1" = 100'

SCHILLING'S SUBDIVISION

PREPARED FOR: THE CITY OF ABBOTSFORD

Project No. 7681026
Sheet 1 of 2

**CONTRACT FOR PRIVATE DEVELOPMENT
BETWEEN THE CITY OF ABBOTSFORD
& STRAIGHT SHOT INVESTMENT GROUP**

This Agreement entered into this ____ day of _____, 2021, by and between the City of Abbotsford (“City”), a Wisconsin municipal corporation, and Straight Shot Investment Group, (“Developer”).

RECITALS

WHEREAS, the City has established the Tax Incremental District No. 6 (the “District”) to permit certain costs incurred by the City for the development of the District to be reimbursed from property tax increments; and

WHEREAS, the City is authorized by § 66.1105 of Wisconsin Statutes, as amended from time to time, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the District Project Plan; and

WHEREAS, the City proposes to enter into a private development agreement with the Developer to achieve the objectives of and facilitate the development of the District’s Project Plan; and

WHEREAS, the Developer desires to purchase and develop a parcel of property in the District for business purposes. It is hereinafter referred to as the “Development”, which is the site plan incorporated herein by reference and is described and mapped in attached Exhibit “A”. This property is currently owned by the City. The City is prepared to provide assistance to the Developer in order to bring about development in accordance with this Agreement; and

WHEREAS, the proposed development by the Developer would not occur but for the development assistance being provided by the City under the terms of this Agreement;

NOW THEREFORE, in consideration of the Recitals, mutual promises, obligations, and benefits provided in this Agreement, the City and the Developer agree as follows:

**Section 1.
Findings and Determinations**

The City hereby finds and determines that:

1. The Private Development proposed by the Developer is consistent with the public purposes, plans and objectives respectively set forth in the District Project Plan.
2. A portion of the costs incurred or to be incurred by the City for the implementation of the District Project Plan will act as an inducement for the development by the Developer, and thereby making more likely the District Project Plan objectives and further adhering to the purposes and requirements of Wisconsin Statute § 66.1105.

Section 2.
Representations by the City

The City makes the following representations as the basis for entering into this Contract:

1. The City is a Wisconsin municipal corporation duly organized and existing under the laws of the State of Wisconsin.
2. The Development as proposed by the Developer constitutes a permitted use under the zoning ordinance of the City.
3. The activities of the City for this Development are undertaken and authorized for the purpose defined in Wisconsin Statutes §66.1105.

Section 3.
Representations by Straight Shot Investment Group

Straight Shot Investment Group represents and warrants that:

1. The Developer has full authority to execute and perform this agreement.
2. On the Property, the Developer will construct, operate, and maintain its Development in accordance with the terms of this Agreement and all local, state, and federal laws and regulations. The Development Plan is attached and incorporated into this Agreement as "Exhibit A".
3. Developer is a business entity registered with the Wisconsin Department of Financial Institutions and licensed to conduct business in the State of Wisconsin.

Section 4.
Obligations of the Parties

1. The City shall convey to the Developer eleven (11) lots located in the Schilling Subdivision, with addresses of 301, 305, 309, 313, 316, and 317 Swampbuck Drive and 300, 304, 308, 312, and 316 Porcupine Drive but further described as Lots 6 through 16 on Schilling's Subdivision, being part of the SE ¼ of the NW ¼, Section 36, Township 29 North, Range 1 East, City of Abbotsford, Clark County, Wisconsin. The land will be conveyed to the Developer at a per lot cost of \$1.00.
2. The Parties agree to split equally all legal fees related to this Agreement.
3. **LETTER OF CREDIT:** Prior to start of construction of the Development, the Developer shall file with the City a Letter of Credit setting forth terms and conditions approved by the City Attorney and Common Council in the amount of \$4,000,000.00 (\$4 million) as a guarantee that the required plans and improvements will be completed by the Developer and his subcontractors no later than three (3) years from signing of the Agreement, except if another date is provided within this Agreement and as a further guarantee that all obligations to the subcontractors for work on the

Development are satisfied. Additionally, prior to beginning Phase 2, as defined in paragraph 8 of this Section, Developer must file a with the City a separate Letter of Credit, on terms and conditions approved by the City Common Council and the City Attorney, in the amount of \$4,000,000.00 (\$4,000,000.00) as further guarantee.

4. Developer shall provide the City with copies of all lien waivers as vendors are paid.
5. The City shall provide utility services, including water, sanitary, sewer, and electric, to the Developer up to the Developer's property line, or to such point as the parties may mutually agree. The water system shall have a capacity sufficient to support the residential needs of the structures and NFPA 13R sprinkler systems for each structure. The City shall have full access to the utilities which it is providing under this Agreement. This will be in the form of an easement. This easement will be a minimum of 40 feet in width. The easement shall be at no cost to the City. The specific scope of the utility services, the size and location of the various utilities, and the roadway will be determined in a separate agreement, which both parties agree to negotiate in good faith, and which as soon as executed by the parties, will be incorporated herein by reference.
6. The City's costs for the utilities described above are estimated to be approximately [NEED COST ESTIMATE], which includes engineering costs. The Developer and the City agree to equally cost-share public capital improvements up to [\$NEED AMOUNT]; any additional costs will be the City's responsibility.
7. All structures placed upon the project site shall be constructed in accordance with all applicable local, state, and federal building and zoning laws, and shall be completed no later than three (3) years from the date of the execution of this Agreement. Construction of this Development shall commence no later than July 1, 2021.
8. Construction of the Development shall occur in 2 phases:
 - (a) Phase 1: Phase 1 shall consist of the construction of six (6) buildings (4-6 townhomes per building). Construction for Phase 1 shall begin by July 1, 2021. Phase 1 must be completed within 24 months of the transfer of the real estate to Developer.
 - (b) Phase 2: Phase 2 shall consist of the construction of an additional five buildings (4-6 townhomes per building). Phase 2 must be completed within 36 months of the transfer of the real estate to Developer.
9. Developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000.00) for one person and at least Five Million Dollars (\$5,000,000.00) per occurrence, and at least One Million Dollars (\$1,000,000.00) property damage (or such higher amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least thirty (30) days written notice to the City. A certificate of Developer's insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or effect the City's right to recover thereon.

10. As of December 31, 2024, each building constructed shall be deemed, for property tax purposes only, to have a fair market value of at least \$700,000.00 plus the value of the land, regardless of whether the land and actual improvements completed support the value.
11. The City reserves the right to special access for any future projects not covered in this Agreement. In the event the Development is not completed as planned within 36 months of the execution of this Agreement, all unfinished and/or undeveloped lots, including all improvements, shall revert to the City. In the event of such a reversion, the Developer shall ensure that said lots are free and clear of all encumbrances, including but not limited to mortgages, liens, and delinquent taxes.
12. Notwithstanding the projections of value set forth above, upon full development the property shall be assessed for property tax purposes on a uniform basis with all other property in the City, and the Developer shall pay all applicable property taxes upon the value so assessed. The Developer agrees to pay a minimum assessed value of \$600,000 per lot. If the actual assessed value under this paragraph is higher than \$600,000 per lot, then the Developer agrees to pay the higher value.
13. The Developer agrees that the property will not be sold or transferred to an entity which has tax-exempt status.
14. The City agrees that Developer may use space in City Hall, on a date (one day only) in April or May 2021, such date to be determined, at no charge to Developer. The Developer agrees that its use may not interfere with the City's ability to carry out its essential functions and duties.

Section 5. Miscellaneous

1. The Developer shall indemnify and hold harmless the City, the City Common Council, and the agents and employees of the City from any and all claims, damages, losses or expenses, including attorneys fees, which the City, City Common Council, and agents and employees of the City suffer or for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts, or obligations in consequence of the performance of this Agreement by the Developer, its employees, agents or subcontractors, which are the result of the negligence, error, or omission of the Developer, its agents, employees or subcontractors.
2. The City shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy all actual damages under this Agreement.
3. This Agreement is binding on the successors and assigns of the parties, including but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the property. If at any time the Property has more than one owner, any Payment for Municipal Services due under this Agreement for any Valuation Year shall be allocated among the owners in proportion to the fair market value of their property interests as of January 1 of the Valuation Year, as determined under section 4 of this Agreement.

4. This Agreement shall continue in full force and effect until such time as Developer's obligations and the City's obligations have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded, the parties shall jointly execute and record a release of the Agreement.
5. If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement remains valid and enforceable.
6. No waiver of breach of any provision of this Agreement shall be deemed a continuing waiver of the remainder of this Agreement.
7. The City does not become a partner, employer, principal or agent of or with the Developer. No vested right to develop the Project are granted to Developer by this document; the City does not warrant that Developer is entitled to any City approvals for development as a result of this Agreement.
8. Notice pursuant to this document shall be delivered to the following persons:

City: Dan Grady, City Administrator/Clerk/Treasurer
203 N. First Street
Abbotsford, WI 54405

Developer: Straight Shot Investment Group
Attn: Noel A. Felix, III
206146 County Road V
Spencer, WI 54479

9. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin. The State of Wisconsin has original jurisdiction and legal disputes arising out of this Agreement shall be brought in Clark County Circuit Court.

Section 6.

Effective Date/Conformity

This contract shall be effective immediately upon its passage and approval by the City of Abbotsford Common Council and execution by Straight Shot Investment Group.

Section 7.

Entire Agreement

There are no other agreements or understandings, either oral or in writing, between the parties affecting this Agreement.

DEVELOPER:

By: _____
Noel A. Felix, III, for
Straight Shot Investment Group

Dated: _____

CITY OF ABBOTSFORD:

By: _____
Lori Voss, Mayor

Dated: _____

Attest: _____
Dan Grady, Clerk

Dated: _____

DRAFT

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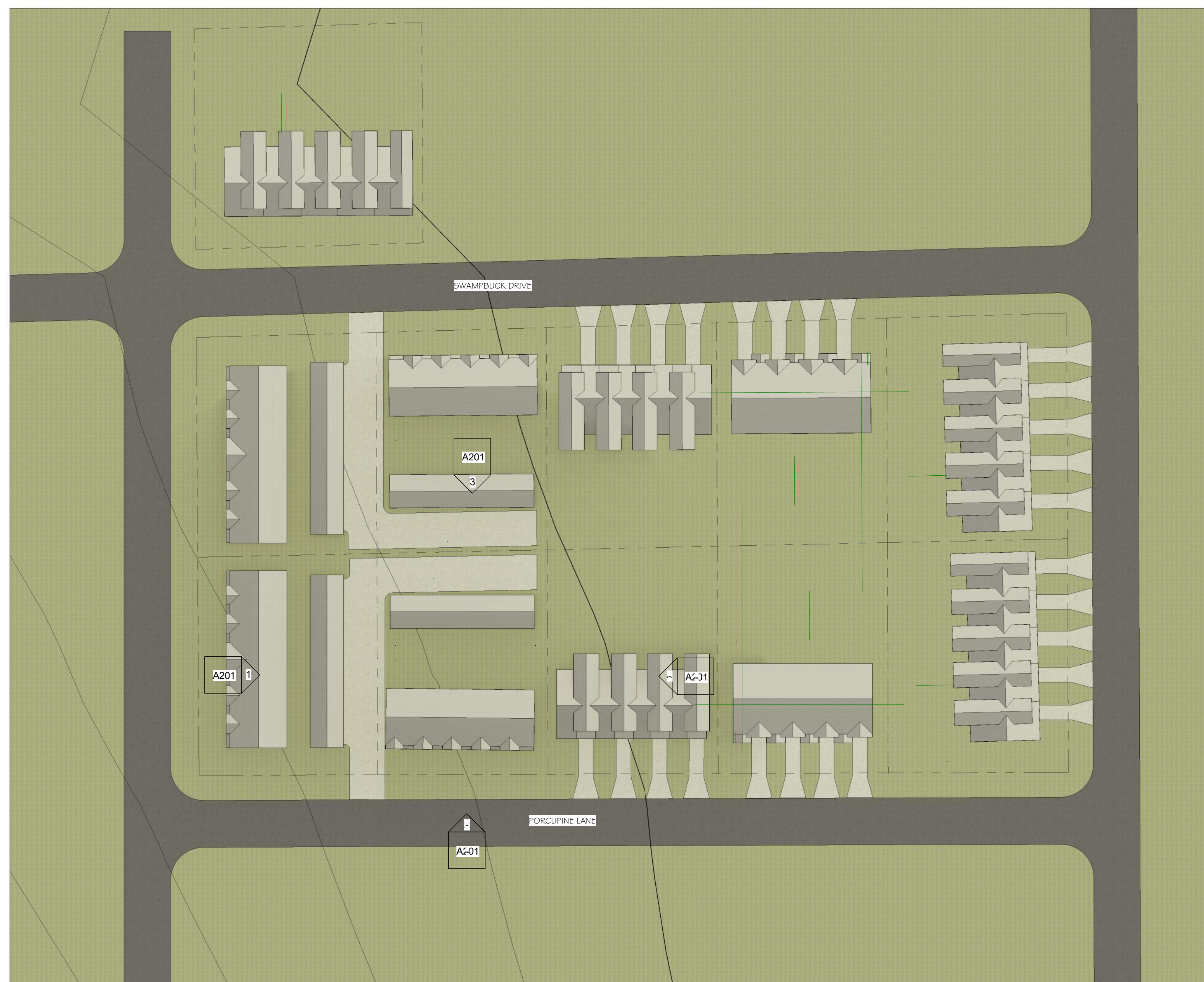
① VIEW LOOKING EAST DOWN
PORCUPINE LANE



② VIEW LOOKING WEST DOWN SWAM
BUCK DRIVE



③ VIEW LOOKING SOUTHWES DOWN
SWAMP BUCK DRIVE



④ Site
1" = 50'-0"

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DISCLAIMER: All designs and ideas contained in these drawings are instruments of service of Scherrer Construction Co., Inc. and the Company retains an ownership and property interest therein. As instruments of service, these drawings contain proprietary information and shall not be used, reproduced or its contents shared with or disclosed to any third party, in whole or in part without express written consent of Scherrer Construction Co., Inc.

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No.	Description	Date

PRELIMINARY NOT FOR CONSTRUCTION

Client Name _____

Project Name _____

3D Perspective

Project number	
Date	Issue Date
Drawn by	JFB
Checked by	
Scale	1" = 50'-0"
Sheet Number	G002

Consultant
Address
Phone
Fax
e-mail

Consultant
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Phone
Fax
e-mail

Consultant
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5 ABBOTSFORD MULTI-FAMILY DEVELOPMENT



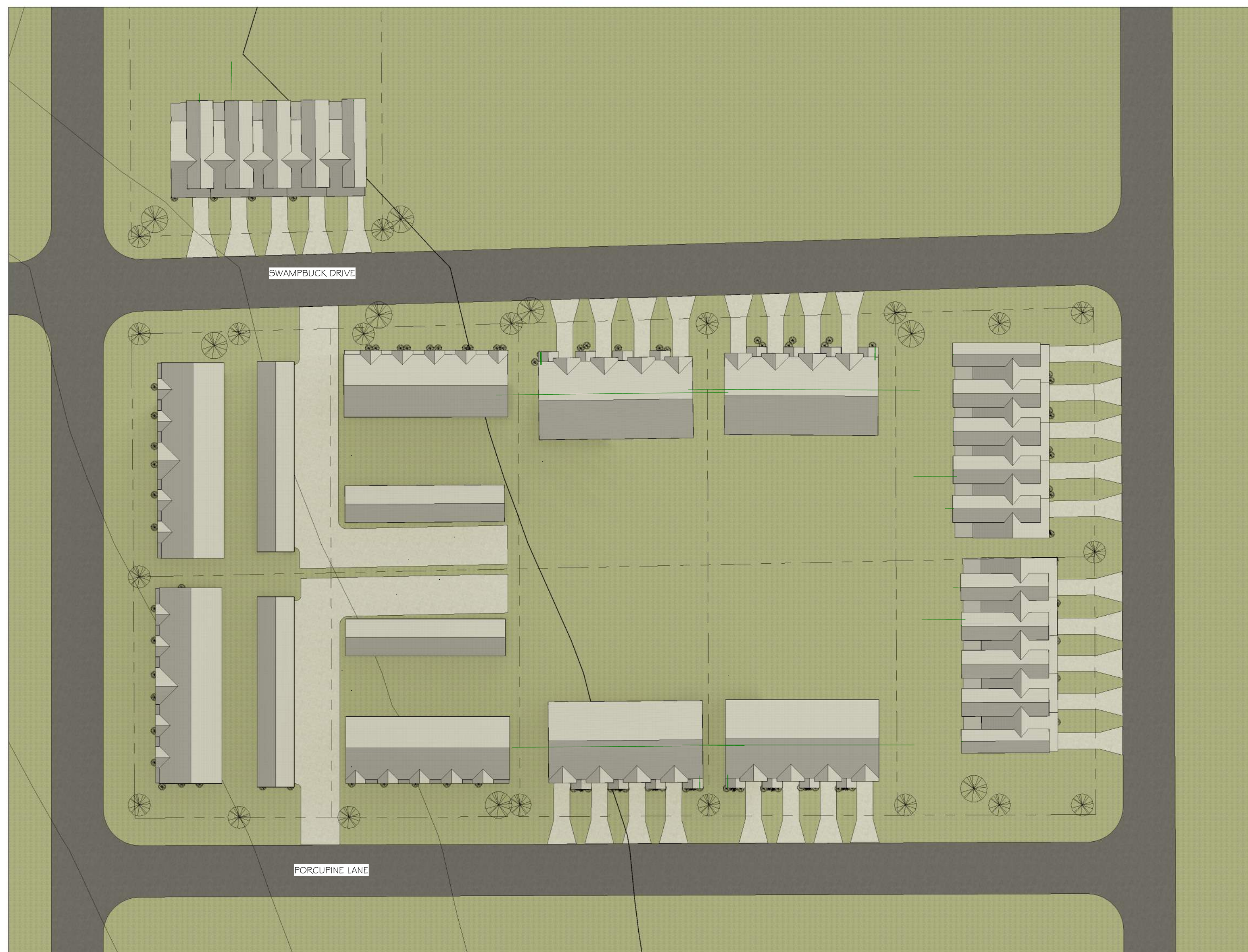
1 VIEW LOOKING EAST DOWN PORCUPINE LANE



2 VIEW LOOKING WEST DOWN SWAMP BUCK DRIVE



3 VIEW LOOKING SOUTHWEST DOWN SWAMP BUCK DRIVE



4 Site
1" = 50'-0"



6 VIEW LOOKING EAST DOWN PORCUPINE LANE 1
12" = 1'-0"



7 VIEW LOOKING WEST DOWN SWAMP BUCK DRIVE 1
12" = 1'-0"

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No.	Description	Date

Straight Shot Investment
Group LLC
Abbotsford Development
General Information

Project number	
Date	Issue Date
Drawn by	JFB
Checked by	
Scale	As indicated
Sheet Number	SD000

PRELIMINARY NOT FOR CONSTRUCTION

Consultant
Address
Phone
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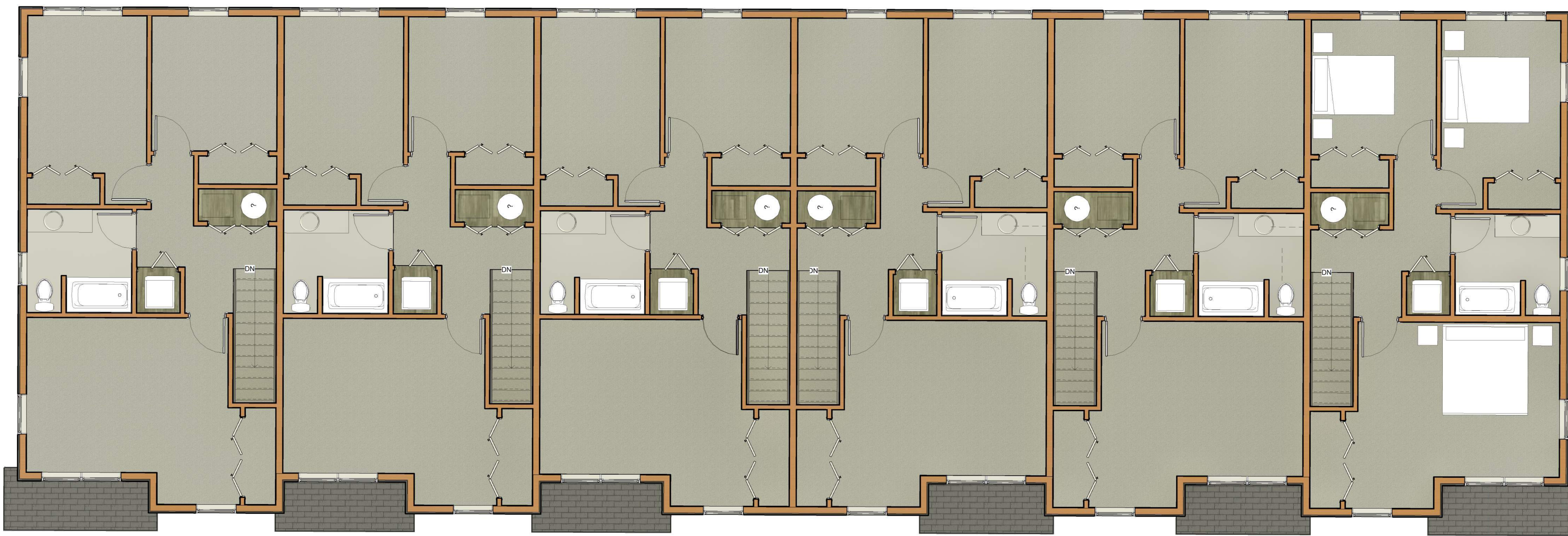
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1 1st FLOOR
SD100 1/4" = 1'-0"



2 2nd Floor
SD100 1/4" = 1'-0"

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PRELIMINARY NOT FOR CONSTRUCTION

No.	Description	Date

Straight Shot Investment
Group LLC
Abootsford Development
Floor Plans - 3 Bed/ 1 1/2 Bath

Project number 20-026
Date 11-18-2020
Drawn by JFB
Checked by JFB
Scale 1/4" = 1'-0"
Sheet Number

SD100

4/2/2021 8:22:48 AM



1 WEST ELEVATION
SD200 1/4" = 1'-0"



2 North Elevation
SD200 1/4" = 1'-0"



3 SOUTH ELEVATION
SD200 1/4" = 1'-0"



4 EAST ELEVATION
SD200 1/4" = 1'-0"

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No.	Description	Date

Straight Shot Investment Group LLC
Abbotsford Development
South and East Elevations

Project number 20-026
Date 11-18-2020
Drawn by JFB
Checked by JFB
Scale 1/4" = 1'-0"
Sheet Number

SD200

PRELIMINARY NOT FOR CONSTRUCTION



3 VIEW TO LIVIN ROOM
SD300 1/2" = 1'-0"



2 VIEW TO DINING ROOM
SD300 1/2" = 1'-0"

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4 VIEW OF MASTER BEDROOM
SD300 1/2" = 1'-0"

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PRELIMINARY NOT FOR CONSTRUCTION

No.	Description	Date

Straight Shot Investment Group LLC
Abootsford Development

Detailed Views

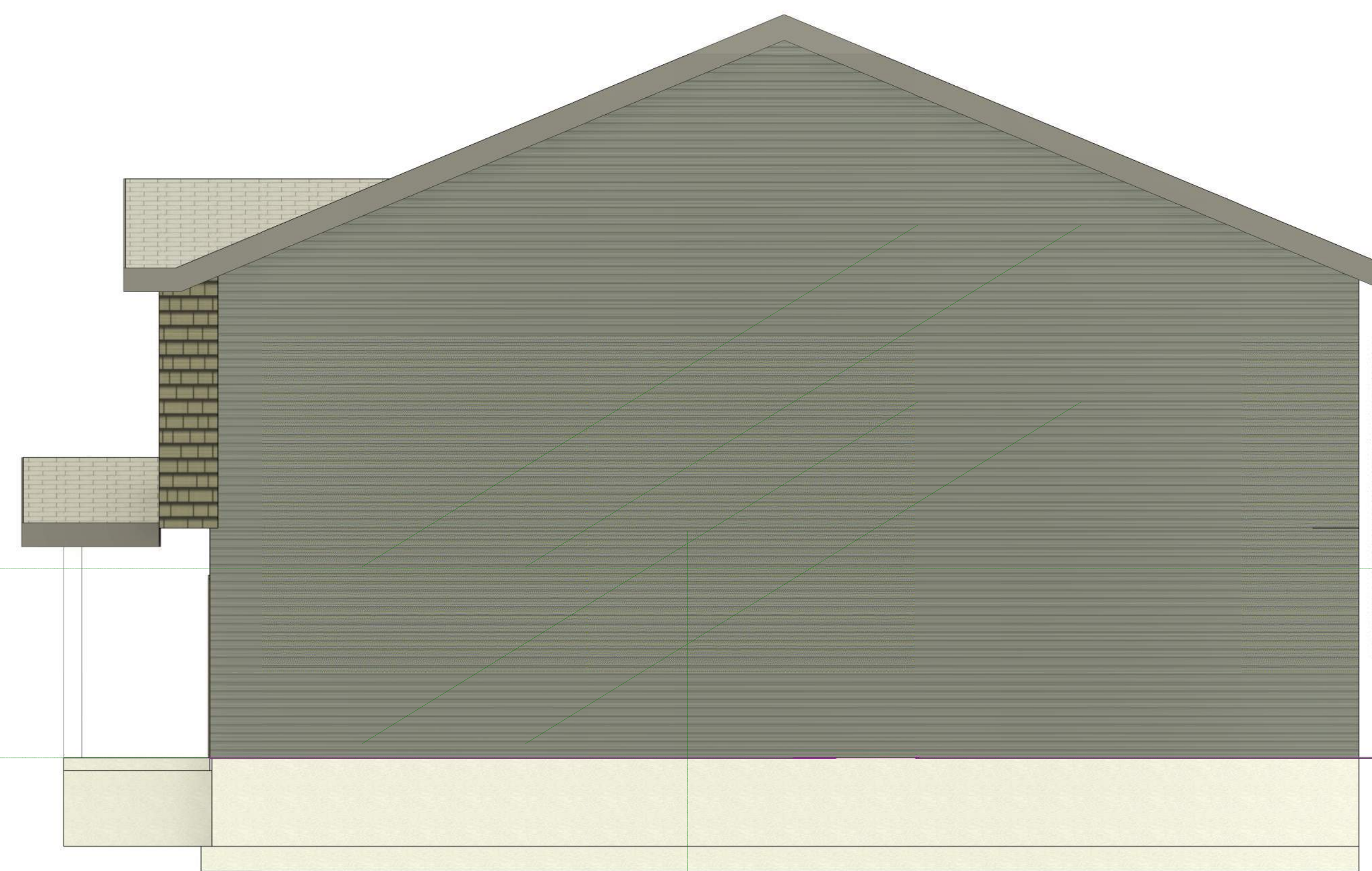
Project number	20-026
Date	11-18-2020
Drawn by	Author
Checked by	Checker
Scale	1/2" = 1'-0"
Sheet Number	SD300



1 SOUTH ELEVATION
SD202 1/4" = 1'-0"



2 WEST ELEVATION
SD202 1/4" = 1'-0"



3 EAST ELEVATION
SD202 1/4" = 1'-0"



4 NORTH ELEVATION
SD202 1/4" = 1'-0"

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No.	Description	Date

Straight Shot Investment
Group LLC
Abbotsford Development
Elevations

Project number 20-026
Date 11-18-2020
Drawn by JFB
Checked by JFB
Scale 1/4" = 1'-0"
Sheet Number

SD202

PRELIMINARY NOT FOR CONSTRUCTION

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 12, 2021 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Straight Shot Invest Group LLC, or assignee

4 offers to purchase the Property known as Swamp Buck Drive & Porcupine Lane

5 and Porcupine lane detailed on lines 650-652

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the City of Abbotsford,

8 County of Clark Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is eleven

10 _____ Dollars (\$ 11.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: meters for the

13 plumbing lines

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: n/a

18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**

27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before April 7, 2021

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on May 28, 2021

37 N/A

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ n/a accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ n/a will be mailed, or commercially, electronically

48 or personally delivered within n/a days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as n/a

50 _____) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: n/a

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated n/a , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and will be completed within two weeks of acceptance

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 n/a **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within n/a days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within n/a days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: townhouse development

252 _____
253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **[N/A] ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **[N/A] SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **[N/A] PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **[CHECK**
266 **ALL THAT APPLY]** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: N/A

268 **[N/A] EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **[N/A] APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: N/A

274 _____
275 **[N/A] UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:**
277 electricity N/A ; gas N/A ; sewer N/A ;
278 water N/A ; telephone N/A ; cable N/A ;
279 other N/A

280 **[N/A] ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **[N/A] LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]** rezoning; conditional use permit;
284 variance; other N/A for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within N/A days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **[N/A] MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within N/A days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of N/A acres, maximum of N/A
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: N/A

293 _____
294 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 N/A **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of N/A

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within N/A days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within N/A ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 N/A **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 N/A [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within N/A days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than N/A years, amortized over not less than N/A years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed n/a %.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed n/a %. The initial interest rate
373 shall be fixed for N/A months, at which time the interest rate may be increased not more than n/a % ("2" if
374 left blank) at the first adjustment and by not more than n/a % ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus n/a % ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within N/A days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) N/A

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within N/A days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within N/A days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____ N/A

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within N/A hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of N/A

447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:
449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: N/A

453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than N/A days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **[STRIKE ONE]** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and N/A

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]**:

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 N/A

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and construction needs to begin
495 within 24 months of closing, first phase summer 2021

496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are n/a

537 _____
538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
- 603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Parcel identifications: 201.0707.106, 201.0707.107,
651 201.0707.108, 201.0707.109, 201.0707.110, 201.0707.111, 201.0707.112, 201.0707.113,
652 201.0707.114, 201.0707.115, 201.0707.116

653 _____
654 **Parties agree that Gowey/Midwest Title will prepare the title commitment and policy and**
655 **handle all escrow and closing services for this transaction.**
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 688-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: N/A

671 Name of Buyer's recipient for delivery, if any: N/A

672 N/A (2) Fax: fax transmission of the document or written notice to the following number:

673 Seller: (N/A) N/A Buyer: (N/A) N/A

674 N/A (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 N/A (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: N/A

680 Address for Buyer: N/A

681 (5) Email: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: d.grady@ci.abbotsford.wi.us

683 Email Address for Buyer: mystraightshot@gmail.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 N/A **ADDENDA**: The attached N/A is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Anthony P. Morice Jr.

688 NAI Pfefferle

689 (x) _____
690 Buyer's Signature ▲ Print Name Here ▶ Straight Shot Invest Group LLC Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ▶ or assignee Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) _____
698 Seller's Signature ▲ Print Name Here ▶ City of Abbotsford Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ Dan Grady - Administrator Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] Anthony P. Morice Jr.

702 NAI Pfefferle on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

CERTIFIED SURVEY MAP

BEING A PART OF LOTS 4, 5, 14, 15, 16, PART OF THE VACATED ALLEY BETWEEN SAID LOTS AND A PART OF VACATED RADTKE STREET OF RADTKE'S RE-PLAT OF THE FIRST ADDITION TO THE VILLAGE OF ABBOTSFORD (NOW CITY), INCLUDING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1612 AS RECORDED IN DOCUMENT NO. 549645, ALL BEING LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SECTION 28 NORTH, RANGE 1 EAST, CITY OF ABBOTSFORD, CLARK COUNTY, WISCONSIN.

FIELDWORK COMPLETED
ON OCT. 13-2020



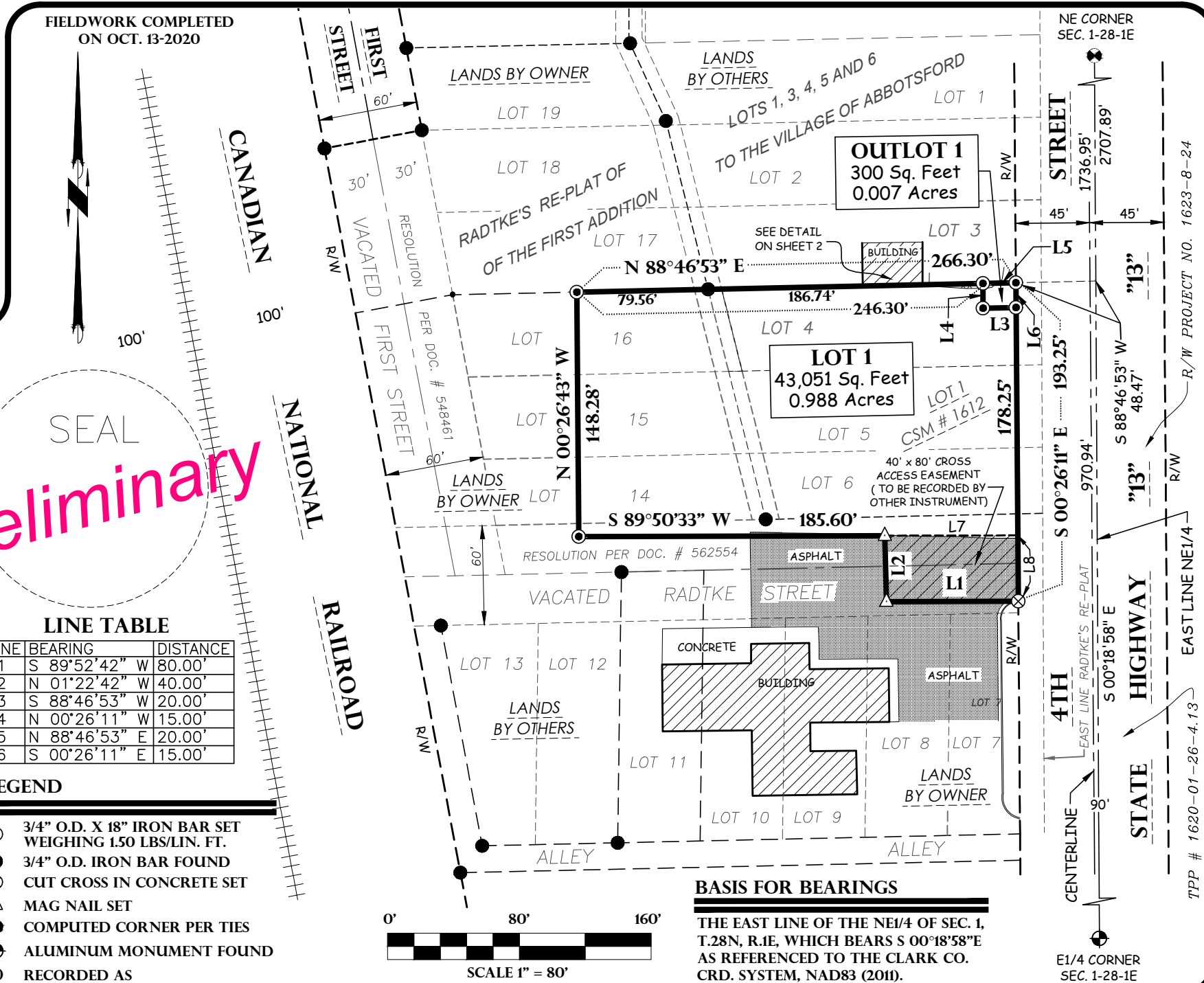
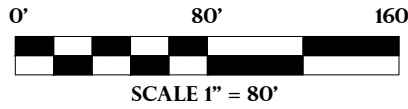
SEAL
Preliminary

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°52'42" W	80.00'
L2	N 01°22'42" W	40.00'
L3	S 88°46'53" W	20.00'
L4	N 00°26'11" W	15.00'
L5	N 88°46'53" E	20.00'
L6	S 00°26'11" E	15.00'

LEGEND

- ⊙ 3/4" O.D. X 18" IRON BAR SET WEIGHING 1.50 LBS/LIN. FT.
- 3/4" O.D. IRON BAR FOUND
- ⊗ CUT CROSS IN CONCRETE SET
- △ MAG NAIL SET
- ⊕ COMPUTED CORNER PER TIES
- ⊕ ALUMINUM MONUMENT FOUND
- RECORDED AS



BASIS FOR BEARINGS

THE EAST LINE OF THE NE1/4 OF SEC. 1, T.28N, R.1E, WHICH BEARS S 00°18'58" E AS REFERENCED TO THE CLARK CO. CRD. SYSTEM, NAD83 (2011).



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (Ph) 715.344.9922 (FX)

THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST
AND DRAWN BY JORDAN BROST

FIELD BOOK _____ PAGE _____
JOB # 20.110

SHEET 1 OF 2 SHEETS

TPP # 1620-01-26-4.13 EAST LINE NE1/4

E1/4 CORNER
SEC. 1-28-1E

STATE HIGHWAY

CENTERLINE

4TH

"13"

STREET

NE CORNER
SEC. 1-28-1E

OUTLOT 1
300 Sq. Feet
0.007 Acres

LOT 1
43,051 Sq. Feet
0.988 Acres

RADTKE'S RE-PLAT OF
OF THE FIRST ADDITION

LANDS BY OTHERS
TO THE VILLAGE OF ABBOTSFORD

LANDS BY OWNER

LANDS BY OWNER

LANDS BY OTHERS

LANDS BY OWNER

CANADIAN NATIONAL RAILROAD

FIRST STREET
VACATED FIRST STREET
RESOLUTION PER DOC. # 548461

R/W

R/W PROJECT NO. 1623-8-24

R/W

R/W

R/W

R/W

R/W

R/W

R/W

R/W

R/W

R/W

R/W

R/W

R/W

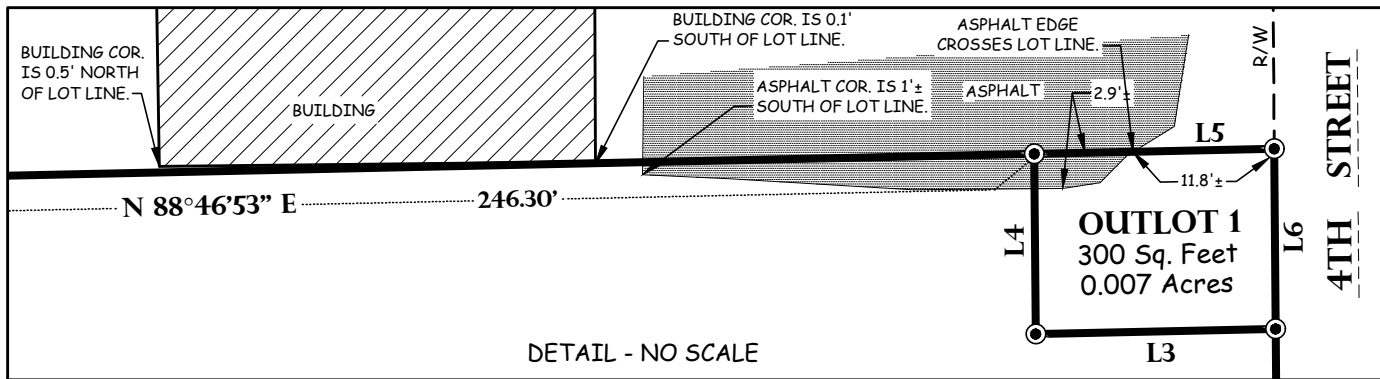
R/W

R/W

R/W

CERTIFIED SURVEY MAP

BEING A PART OF LOTS 4, 5, 6, 14, 15, 16, PART OF THE VACATED ALLEY BETWEEN SAID LOTS AND A PART OF VACATED RADTKE STREET OF RADTKE'S RE-PLAT OF THE FIRST ADDITION TO THE VILLAGE OF ABBOTSFORD (NOW CITY), INCLUDING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1612 AS RECORDED IN DOCUMENT NO. 549645, ALL BEING LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SECTION 1, TOWNSHIP 28 NORTH, RANGE 1 EAST, CITY OF ABBOTSFORD, CLARK COUNTY, WISCONSIN.



Surveyor's Certificate

I, Jordan G. Brost, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a part of lots 4, 5, 6, 14, 15, 16, part of the vacated alley between said lots and a part of vacated Radtke Street of Radtke's Re-plat of the First Addition to the Village of Abbotsford (Now City), including all of Lot 1 of Certified Survey Map No. 1612 as recorded in Document No. 549645, all being located in part of the Southeast 1/4 of the Northeast 1/4 of the Section 1, Township 28 North, Range 1 East, City of Abbotsford, Clark County, Wisconsin, described as follows:

Commencing at the East ¼ corner of Section 1, Township 28 North, Range 1 East;
 Thence N 00°18'58"W along the East line of the Northeast ¼ of said Section 1, 970.94 feet;
 Thence S 88°46'53"W along the North line of Lot 4 of Radtke's Re-plat of the First Addition to the Village of Abbotsford (Now City) and the easterly extension thereof, 48.47 feet to the intersection of said North line and the West right-of-way line of 4th Street (State Highway "13"), said point also being the point of beginning (POB) of the parcel to be described;
 Thence S 00°26'11"E along said West right-of-way line, 193.25 feet;
 Thence S 89°52'42"W, 80.00 feet;
 Thence N 01°22'42"W, 40.00 feet;
 Thence S 89°50'33"W, 185.60 feet;
 Thence N 00°26'43"W, 148.28 feet to a point on the North line of Lot 16 of Radtke's Re-plat of the First Addition to the Village of Abbotsford (Now City);
 Thence N 88°46'53"E along the North line of said Lot 16 and Lot 4 end the extensions thereof, 266.30 feet to the point of beginning.
 Containing: 43,351 Square Feet - 0.995 Acres.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

That I have made such survey, land division and plat by the direction of DGI-Abbotsford, LLC.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Ordinances of the City of Abbotsford in surveying, dividing and mapping the same.

Dated this _____ day of _____, 2021.

 Jordan G. Brost
 PLS No. S-3009

City of Abbotsford Approval

Approved by the City Plan Commission this _____ day of _____, 2020.

 City Clerk

CLIENT:

DGI-Abbotsford, LLC
 c/o Mike Pfefferle
 200 E. Washington Street, Suite 2A
 Appleton, WI 54911

OWNER:

James & Jennifer Jakel Trust
 511 W. Spruce Street
 PO Box 443
 Abbotsford, WI 54405



THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST
 AND DRAWN BY JORDAN BROST

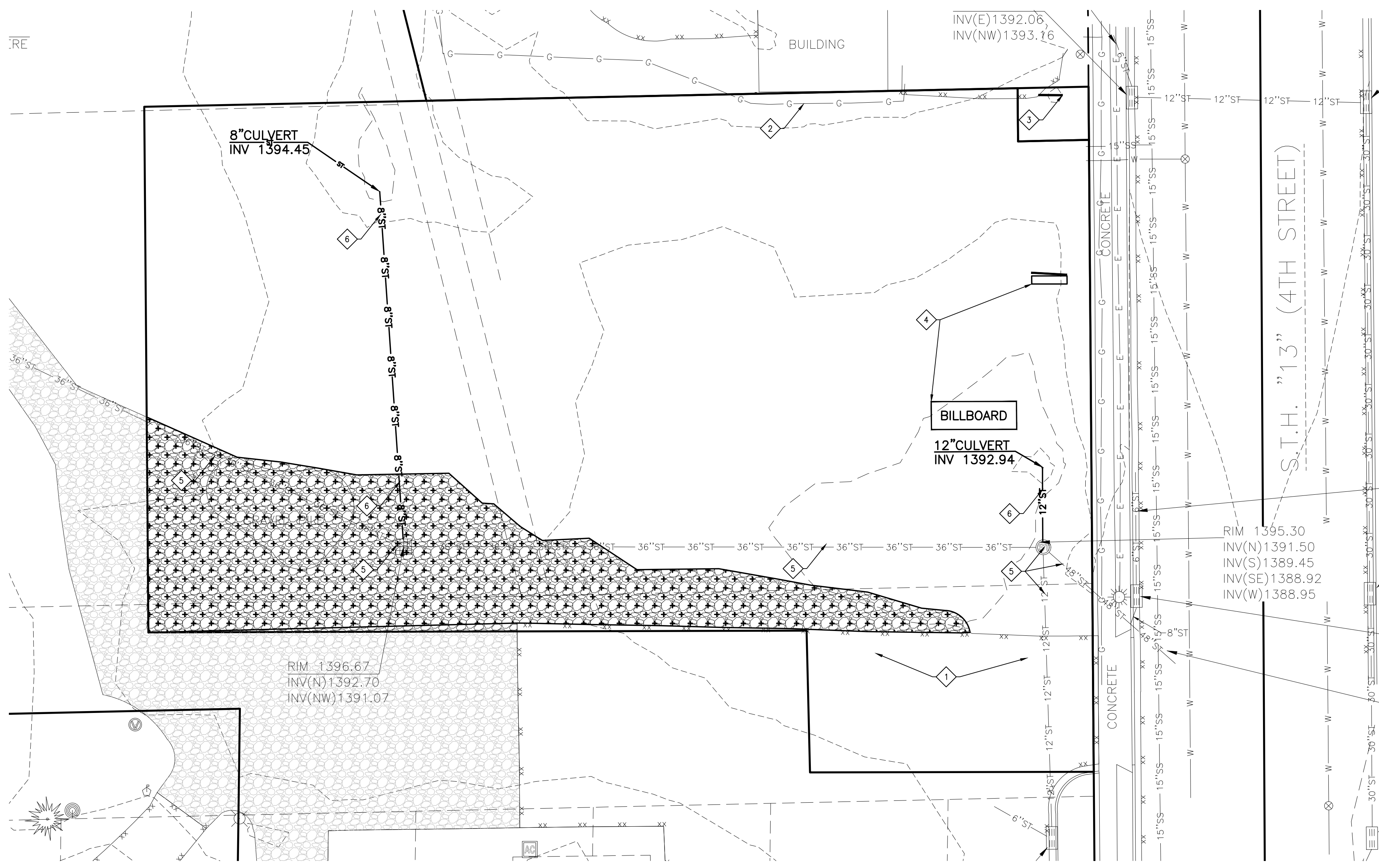
FIELD BOOK _____ PAGE _____

JOB # 20.110

SHEET 2 OF 2 SHEETS



Land Surveying
 Civil Engineering
 Landscape Architecture
Jordan G. Brost, PLS #3009
 4941 Kirschling Court
 Stevens Point, WI 54481
 715.344.9999(Ph) 715.344.9922(FX)



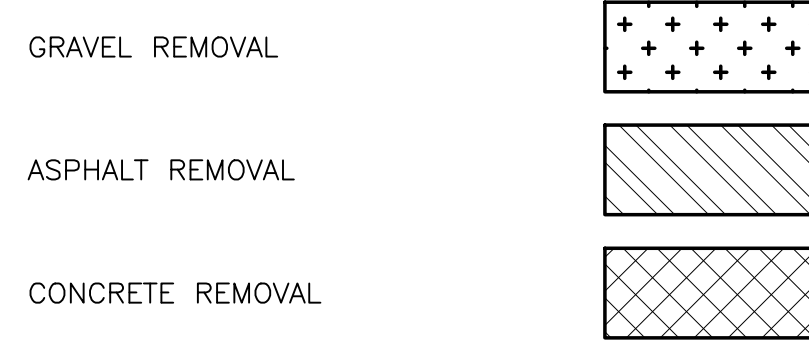
GENERAL NOTES:

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
2. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER EXCEPT FOR THOSE ITEMS NOTED TO BE SALVAGED, WHICH SHOULD BE TURNED OVER TO THE OWNER.
3. INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES FOR PERIMETER PROTECTION PRIOR TO THE START OF DEMOLITION/CONSTRUCTION, IN ACCORDANCE WITH THE LOCAL AND STATE GOVERNING AUTHORITIES.
4. BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
5. COORDINATE WITH THE OWNER AND LOCAL UTILITY COMPANIES TO LOCATE ANY EXISTING UTILITIES ON SITE PRIOR TO THE START OF WORK.
6. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED, AND/OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR AND INCLUDED IN THE BASE BID CONTRACT.
7. STRIP TOPSOIL WITHIN THE PROJECT LIMITS IN ACCORDANCE WITH THE PROJECT MANUAL SPECIFICATIONS.
8. IF STRIPPED TOPSOIL IS STOCKPILED ON SITE, SILT FENCE SHALL BE INSTALLED AROUND THE BASE OF THE STOCKPILE TO PREVENT SEDIMENT TRANSPORT.
9. PRIOR TO PERFORMING WORK WITHIN PUBLIC RIGHT OF WAYS, NOTIFY AND COORDINATE WORK WITH THE LOCAL MUNICIPALITY.

KEYNOTES

1. MAINTAIN EXISTING BITUMINOUS PAVEMENT
2. MAINTAIN EXISTING GAS SERVICE
3. APPROXIMATE LOCATION OF RELOCATED BILLBOARD SIGN (BY OTHERS)
4. SIGN TO BE REMOVED BY OTHERS
5. MAINTAIN EXISTING STORM SEWER
6. REMOVE EXISTING STORM PIPE. PLUG INVERT AT MANHOLE.

DEMOLITION HATCH PATTERNS:



CIVIL SHEET INDEX:

- C1.0 DEMOLITION PLAN
- C2.0 LAYOUT PLAN
- C3.0 GRADING PLAN
- C4.0 EROSION CONTROL PLAN
- C5.0 UTILITY PLAN

UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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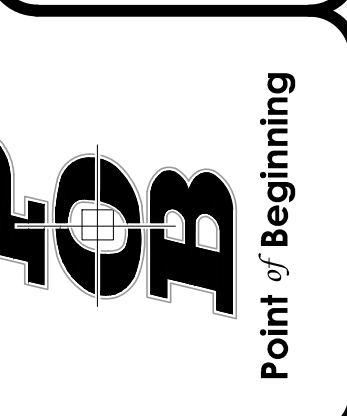
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REVISIONS	
CHECKED:	JJL
DRAWN:	MAK
DATE:	2-26-2021
PROJECT NO.:	20.110

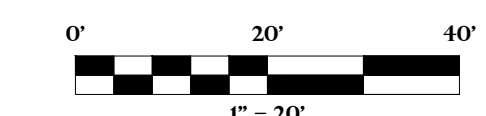
DEMOLITION PLAN

**DGI-ABBOTSFORD, LLC
DG ABBOTSFORD
CITY OF ABBOTSFORD
CLARK COUNTY, WI**

Civil Engineering
Land Surveying
Landscape Architecture
4941 KIRSCHLING COURT
STEVENS POINT, WI 54481
715.344.9999 (PH) 715.344.9922 (FAX)



SHEET **C1.0**



CHECKED:	JUL
DRAWN:	MAK
DATE:	2-26-2021
PROJECT NO.:	20.110

LAYOUT PLAN

DGI-ABBOTSFORD, LLC
DG ABBOTSFORD
CITY OF ABBOTSFORD
CLARK COUNTY, WI

Civil Engineering
Land Surveying
Landscape Architecture
4941 KIRSCHLING COURT
STEVENS POINT, WI 54481
715.344.9999(PH) 715.344.9922(FAX)

Point of Beginning
POB

GENERAL NOTES:

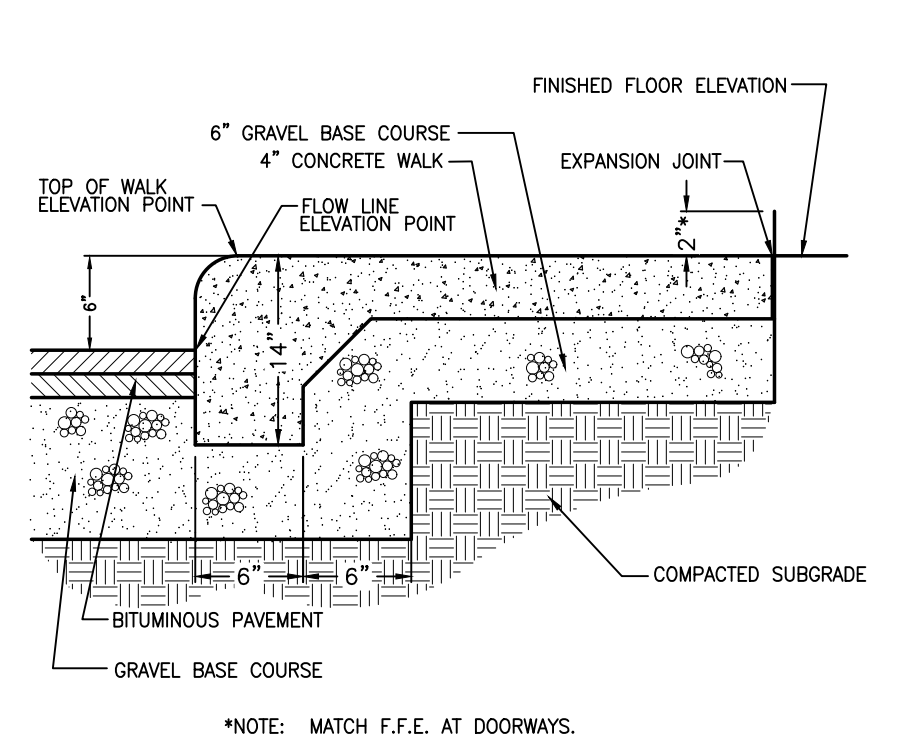
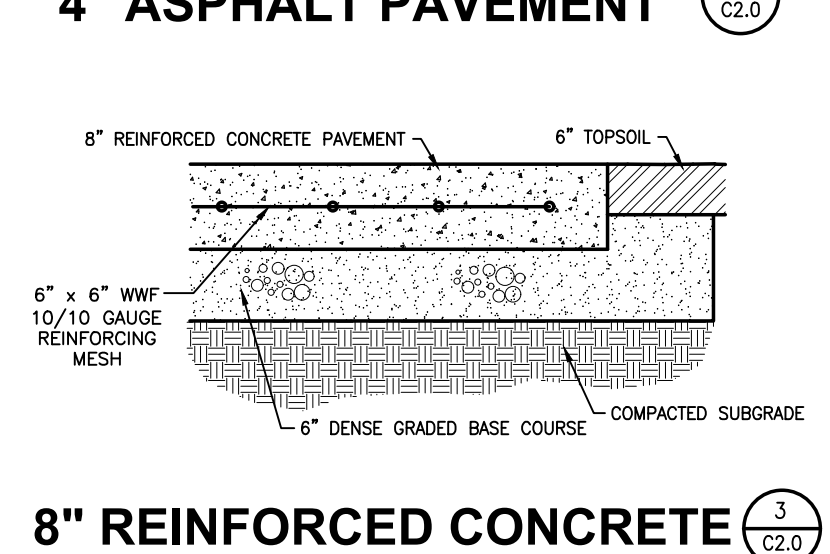
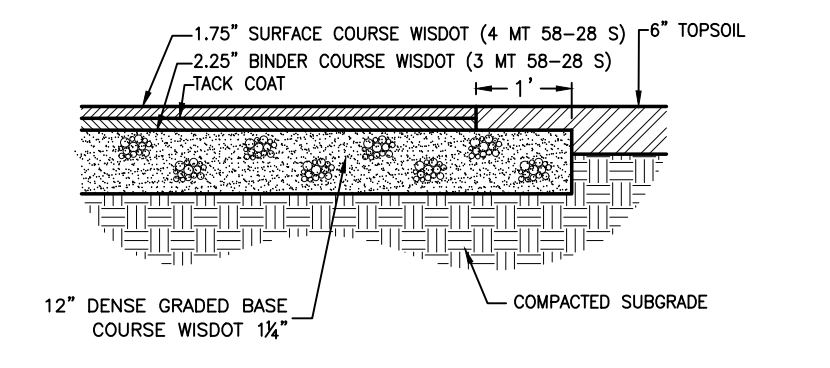
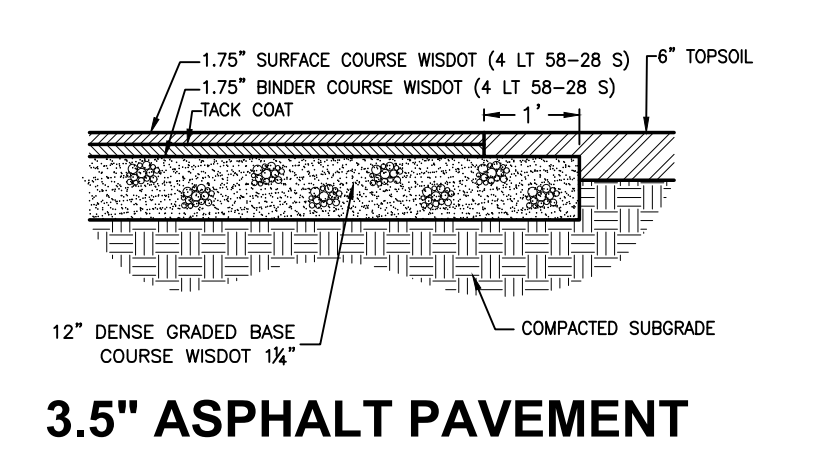
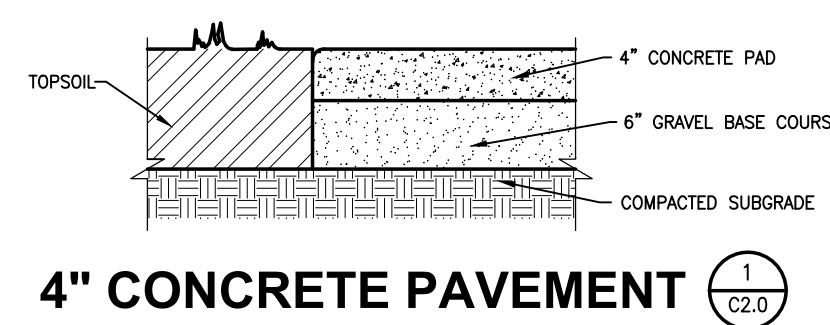
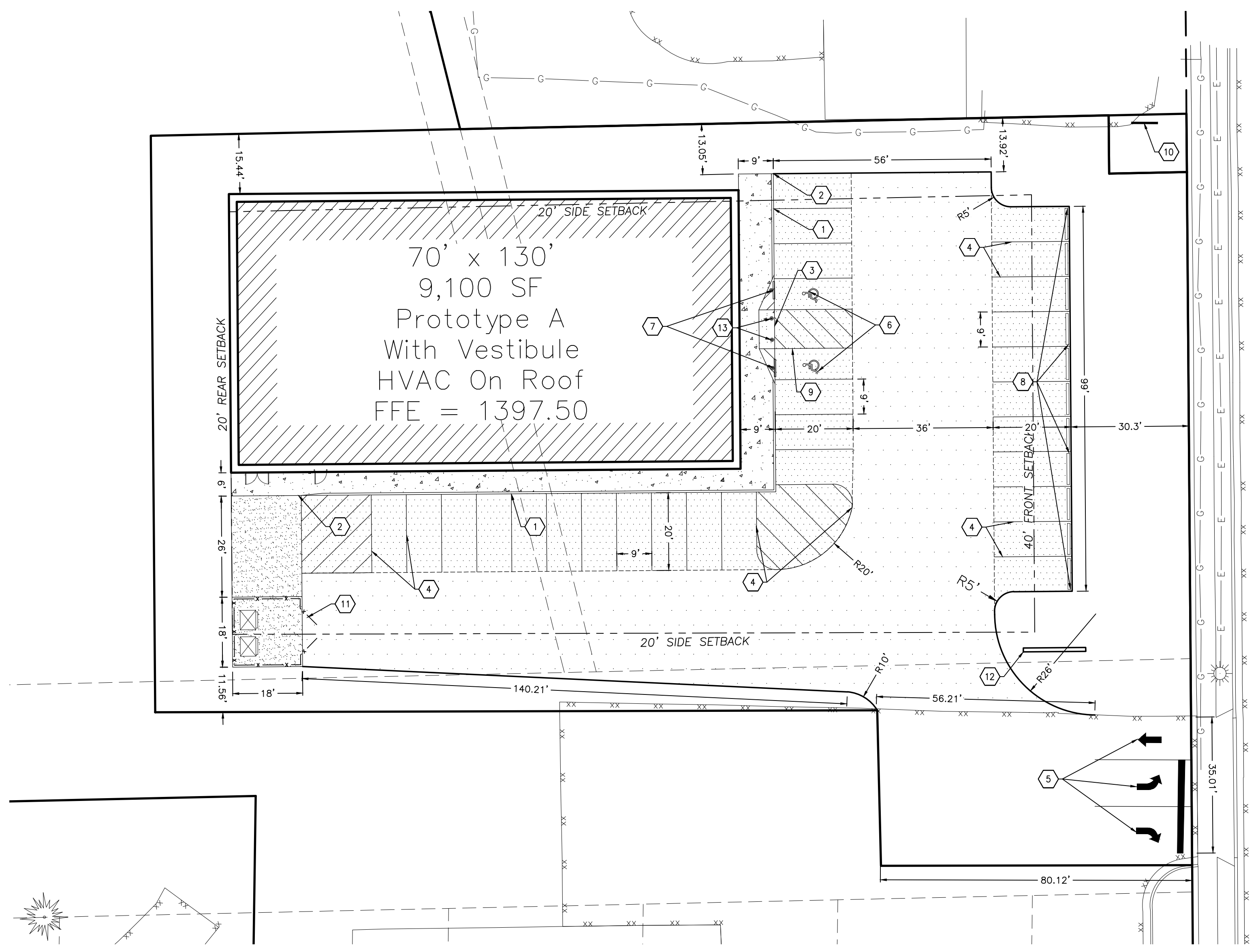
- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
- ALL REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
- SEE SHEET C3.0 FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
- ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR AND INCLUDED IN THE BASE BID CONTRACT.
- VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
- PRIOR TO STARTING WORK, VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
- COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH THE LOCAL AUTHORITIES.
- PROVIDE PROPER BARRICADES, SIGNS, AND TRAFFIC CONTROL TO MAINTAIN THRU TRAFFIC ALONG ADJACENT STREETS IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS.
- SIDEWALK JOINTS SHALL BE INSTALLED AS INDICATED OR AS APPROVED BY THE CONSTRUCTION MANAGER.
- ALL CONCRETE SAWCUTS SHALL BE AT AN EXISTING JOINT.
- ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED, FERTILIZED, AND CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

KEYNOTES:

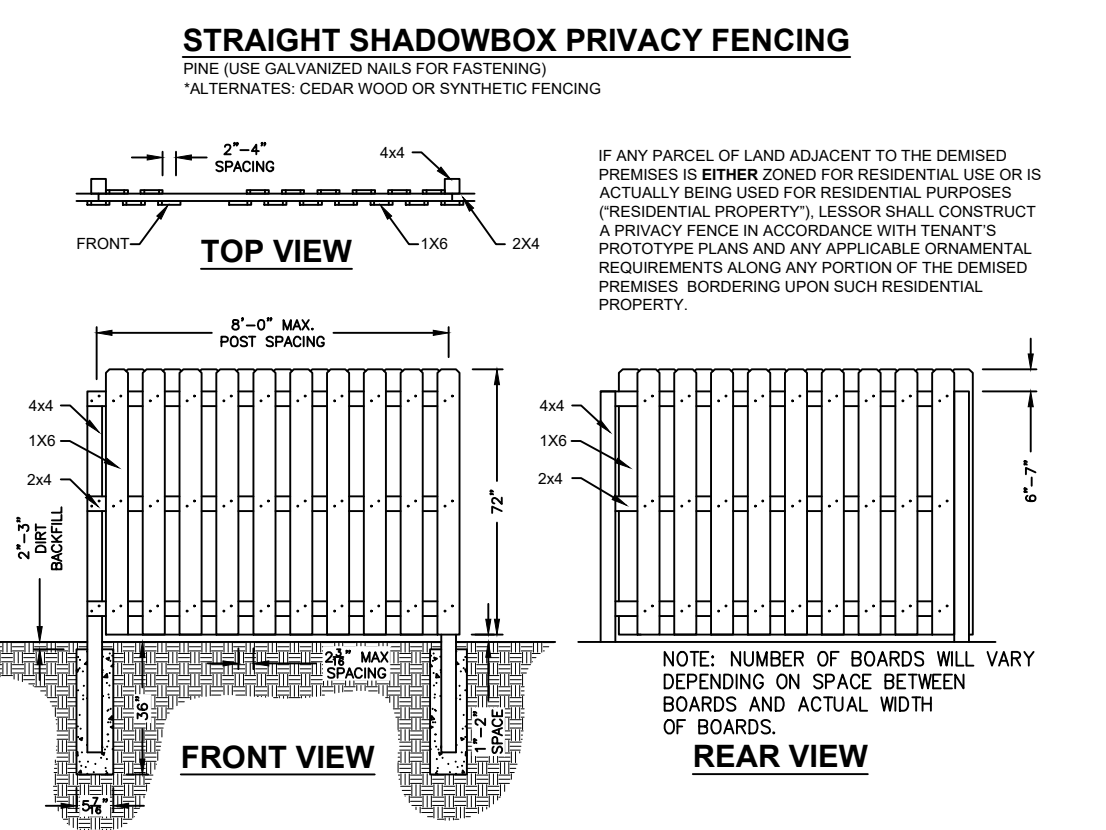
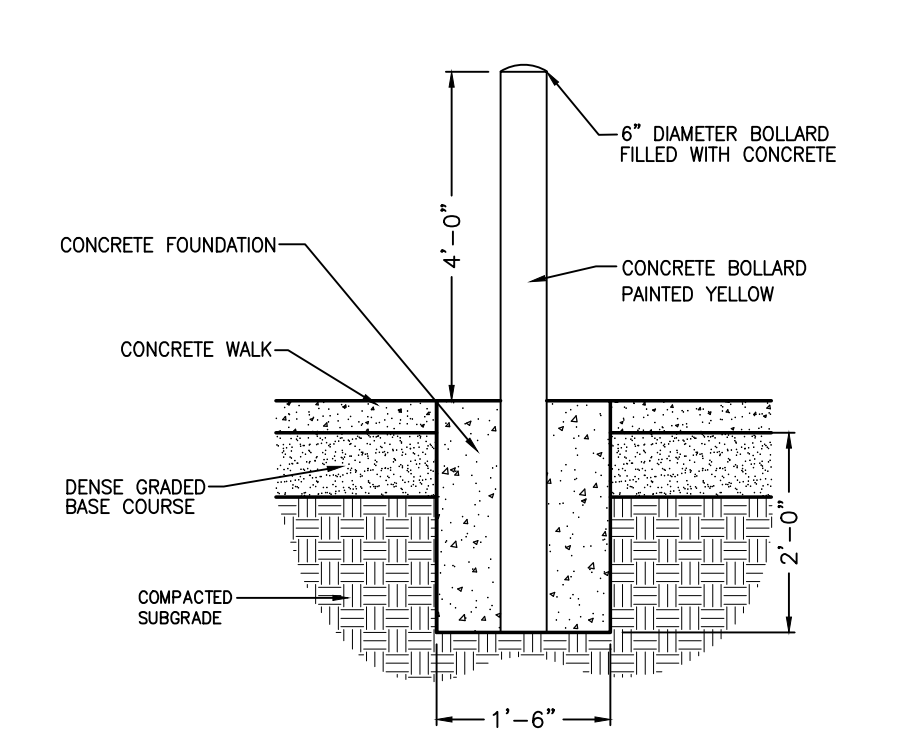
- | | | | |
|----------------------------|--|---|--|
| 1. THICKENED EDGE WALK | | 10. APPROX. LOCATION OF RELOCATED BILLBOARD (BY SELLER) | |
| 2. END THICKENED EDGE WALK | | 11. DUMPSTER ENCLOSURE (18'x18' CONCRETE PAD) | |
| 3. HANDICAP RAMP | | 12. PROPOSED SIGN LOCATION | |
| 4. PARKING LOT STRIPING | | 13. CONCRETE BOLLARD | |
| 5. DIRECTIONAL ARROW | | | |
| 6. HANDICAP PARKING STALL | | | |
| 7. HANDICAP PARKING SIGN | | | |
| 8. 8' PARKING STOP | | | |
| 9. ADA ACCESS ROUTE | | | |

PAVEMENT HATCH PATTERNS:

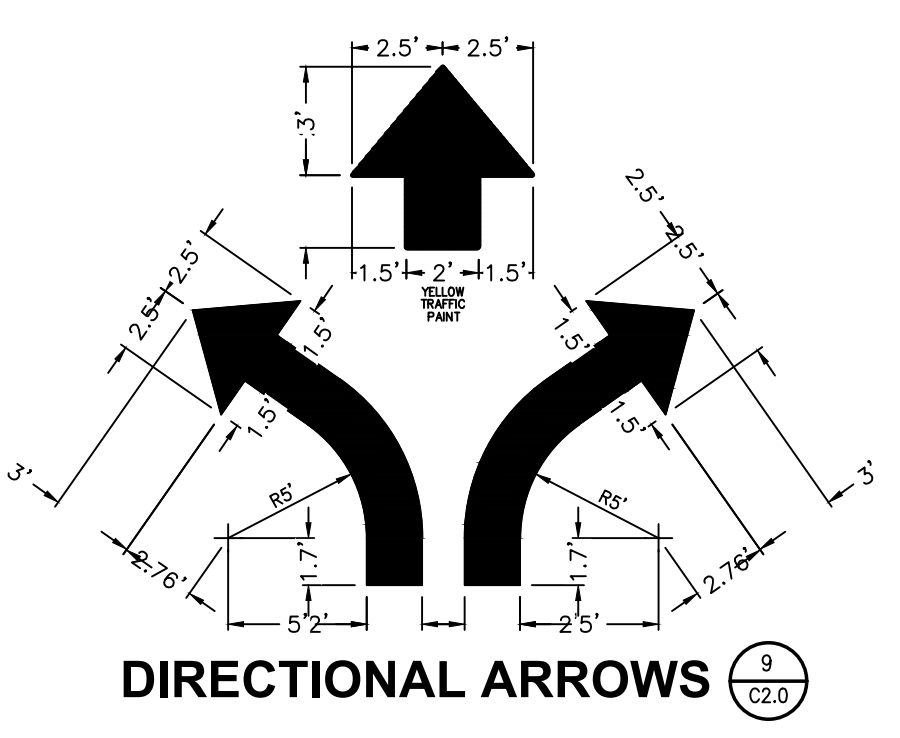
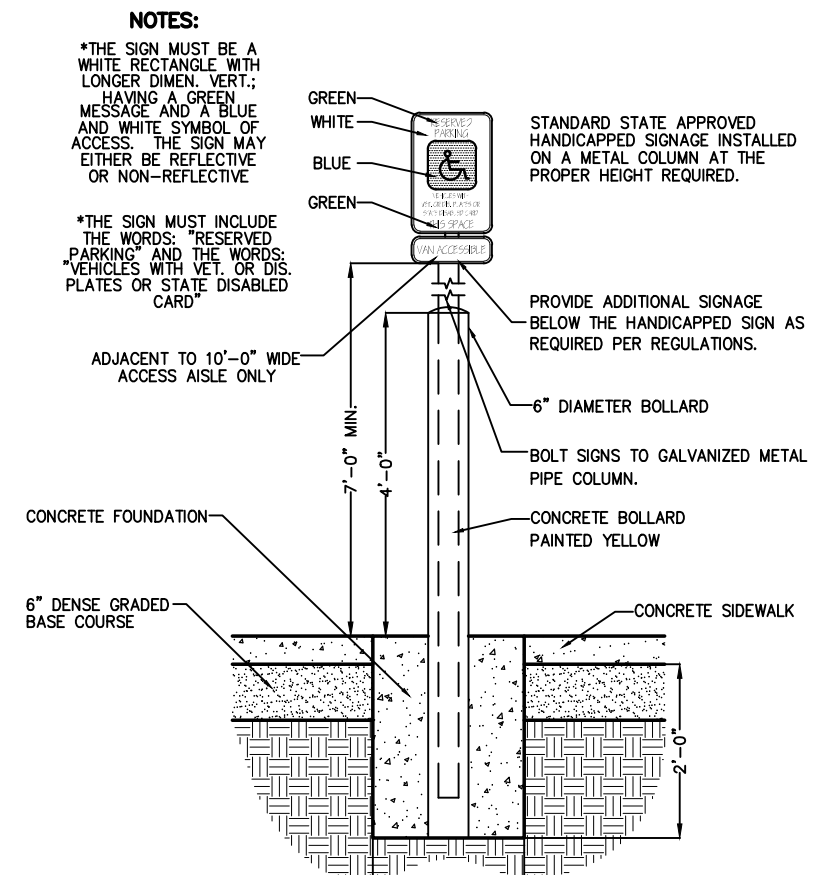
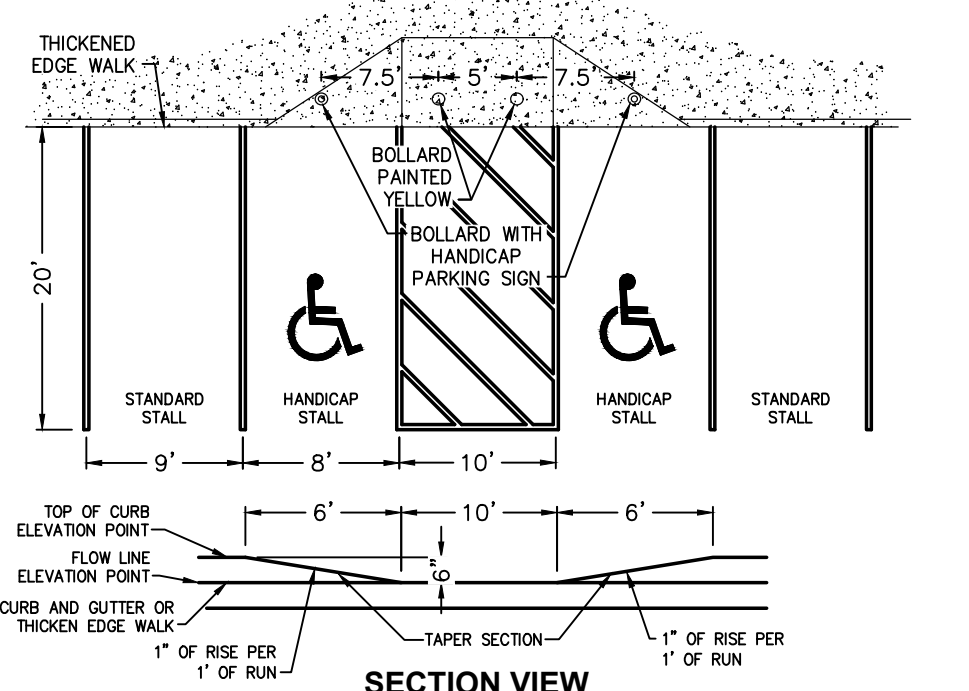
- | | | |
|----------------------------------|--|--|
| PROPOSED ASPHALT (STANDARD DUTY) | | |
| PROPOSED ASPHALT (HEAVY DUTY) | | |
| PROPOSED CONCRETE | | |
| PROPOSED REINFORCED CONCRETE | | |



*NOTE: MATCH F.F.E. AT DOORWAYS.



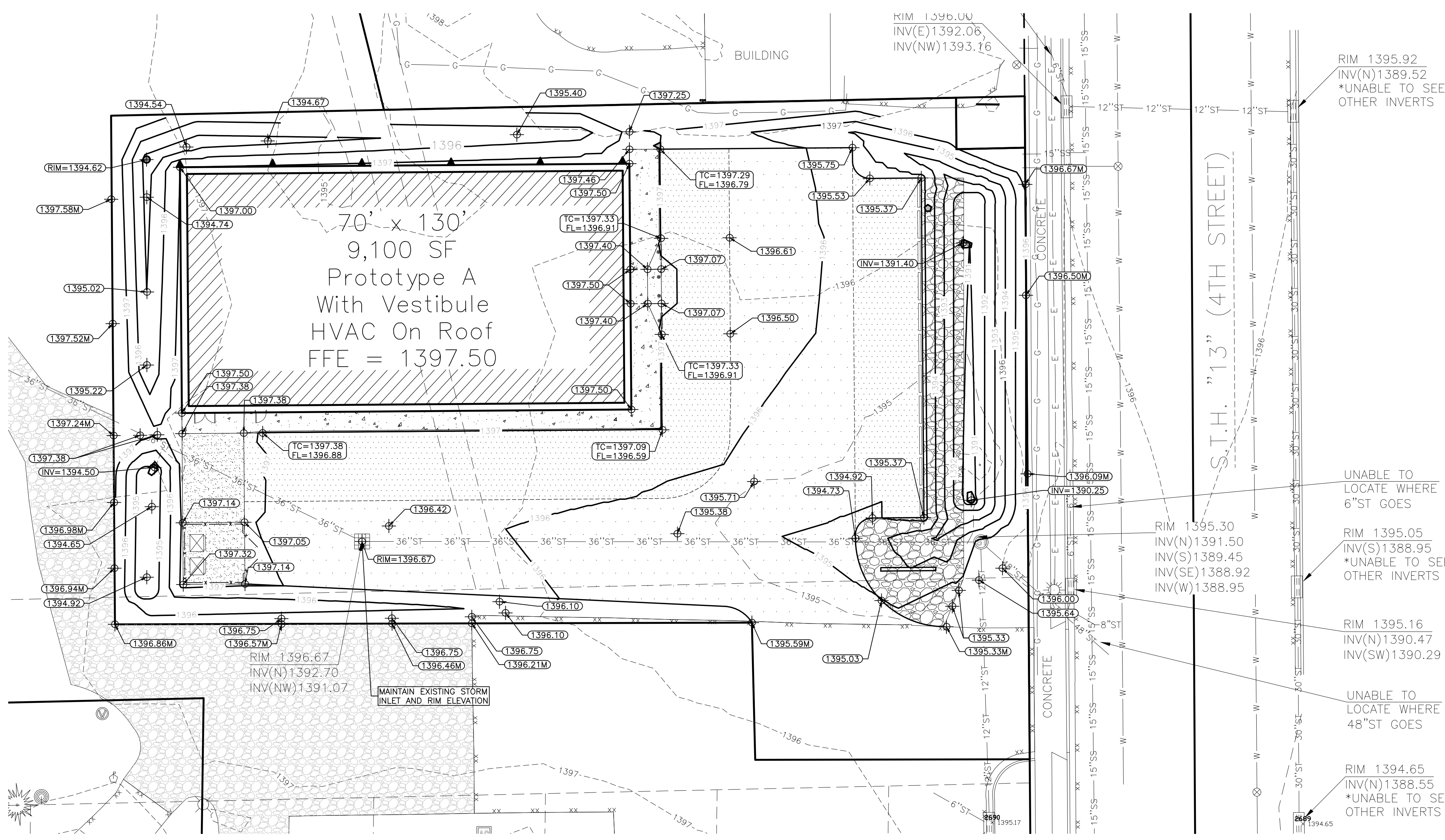
NOTE: NUMBER OF BOARDS WILL VARY DEPENDING ON SPACE BETWEEN BOARDS AND ACTUAL WIDTH OF BOARDS.



UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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GENERAL NOTES:

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- THE PROPOSED SITE PLAN FINISH FLOOR ELEVATION OF 1397.50 EQUALS THE PROPOSED BUILDING ARCHITECTURAL FINISH FLOOR ELEVATION OF 100.00'.
- GRADE, LINE, AND LEVEL SHALL BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
- INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
- 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LAWN AREAS AND 12" SHALL BE PROVIDED IN ALL PLANTING BED AREAS.
- SEE SHEET C4.0 FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
- ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED, AND/OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR AND INCLUDED IN THE BASE BID CONTRACT.
- COORDINATE ALL EARTHWORK ACTIVITIES WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
- INSTALL WISDOT TYPE HR FILTER FABRIC BENEATH UNDER RIP RAP.
- EXCESS TOPSOIL SHALL BE REMOVED FROM SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER. COORDINATE WITH OWNER FOR LOCATION OF STOCKPILE IF THE OWNER CHOOSES TO SALVAGE EXCESS TOPSOIL FOR FUTURE USE. SILT FENCE SHALL BE PLACED AROUND STOCKPILE.
- ALL TESTING AND INSPECTION SHALL BE DONE IN ACCORDANCE WITH SPS 382.21.
- THE LOCAL MUNICIPALITY SHALL BE CONTACTED PRIOR TO ANY EXCAVATION IN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR SHALL HAVE HIS TRAFFIC CONTROL PLAN APPROVED PRIOR TO WORK COMMENCING.
- THE LOCAL MUNICIPALITY SHALL OPERATE ALL EXISTING WATER VALVES IF NEEDED.
- GRADES AT BUILDING EDGE SHALL BE 6" BELOW FINISHED FLOOR ELEVATION EXCEPT AT DOOR WAY ENTRANCES OR UNLESS OTHERWISE NOTED.

GRADING LEGEND:

EXISTING CONTOUR	712
PROPOSED CONTOUR	712
PROPOSED SPOT ELEVATION	892.20
PROPOSED ENDWALL INVERT ELEVATION	INV=892.05
PROPOSED RIM ELEVATION	RIM=893.50
PROPOSED TOP OF CURB ELEVATION	TC=893.56
PROPOSED FLOW LINE ELEVATION	FL=893.56
PROPOSED MATCH ELEVATION (CONTRACTOR TO VERIFY)	892.05M
PROPOSED ENDWALL STRUCTURE WITHOUT RIP RAP	5 C5.0
PROPOSED ENDWALL STRUCTURE WITH RIP RAP	5 C5.0
PROPOSED STORM SEWER INLET	4 C5.0
12" DEPTH WISDOT MEDIUM RIP RAP W/TYPE HR GEOTEXTILE FABRIC PLACED BENEATH	3 C5.0
PROPOSED ROOF DRAIN DOWNSPOUT CONNECTION	2 C5.0
PROPOSED SANITARY CLEANOUT	2 C5.0
PROPOSED STORM SEWER CLEANOUT	2 C5.0

REVISIONS	
CHECKED:	JUL
DRAWN:	MAK
DATE:	2-26-2021
PROJECT NO.	20.110

GRADING PLAN

**DGI-ABBOTSFORD, LLC
DG ABBOTSFORD
CITY OF ABBOTSFORD
CLARK COUNTY, WI**

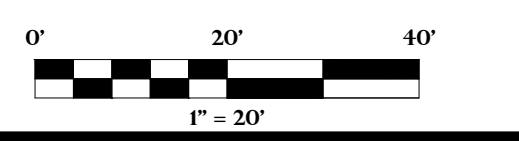
Civil Engineering
Land Surveying
Landscape Architecture
4941 KIRSCHLING COURT
STEVENS POINT, WI 54481
715.344.9999 (PH) 715.344.9922 (FAX)

POB
Point of Beginning

UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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SHEET **C3.0**

CHECKED:	JUL
DRAWN:	MAK
DATE:	2-26-2021
PROJECT NO.:	20-110

EROSION CONTROL PLAN

**DGI-ABBOTSFORD, LLC
DG ABBOTSFORD
CITY OF ABBOTSFORD
CLARK COUNTY, WI**

Civil Engineering
Land Surveying
Landscape Architecture
4941 KIRSCHLING COURT
STEVENS POINT, WI 54481
715.344.9999(PH) 715.344.9922(FAX)

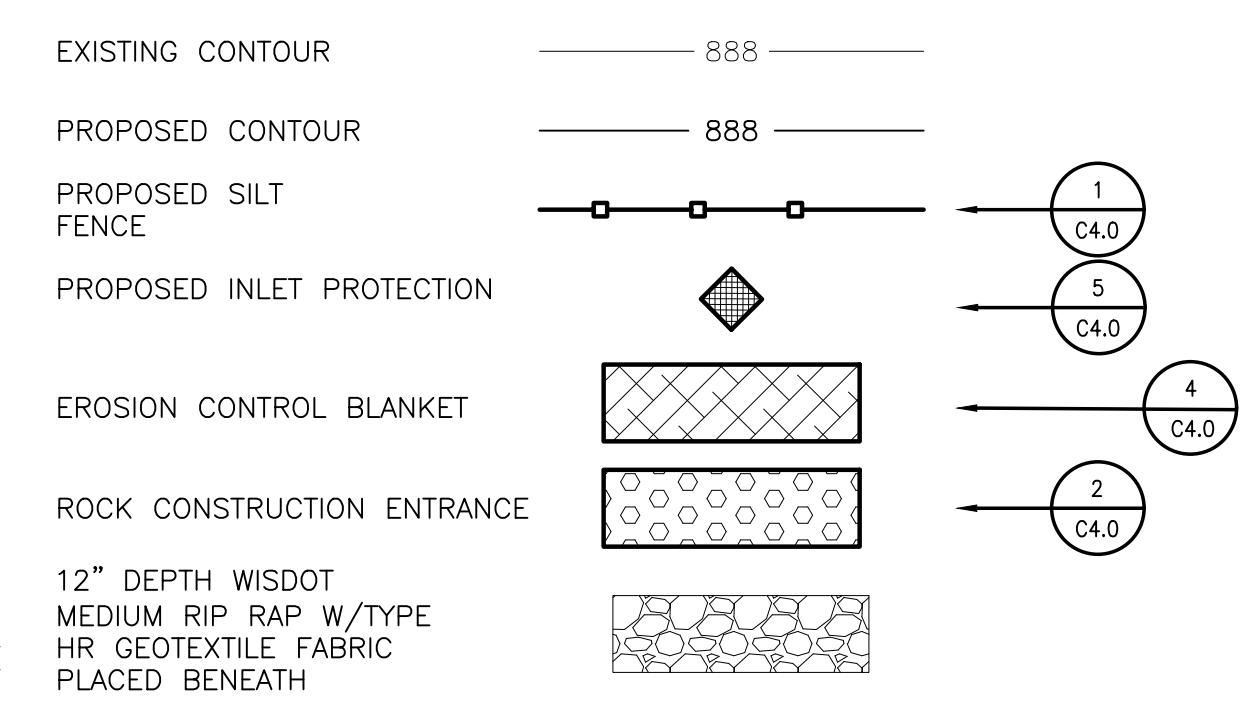
Point of Beginning

SHEET C4.0

GENERAL NOTES:

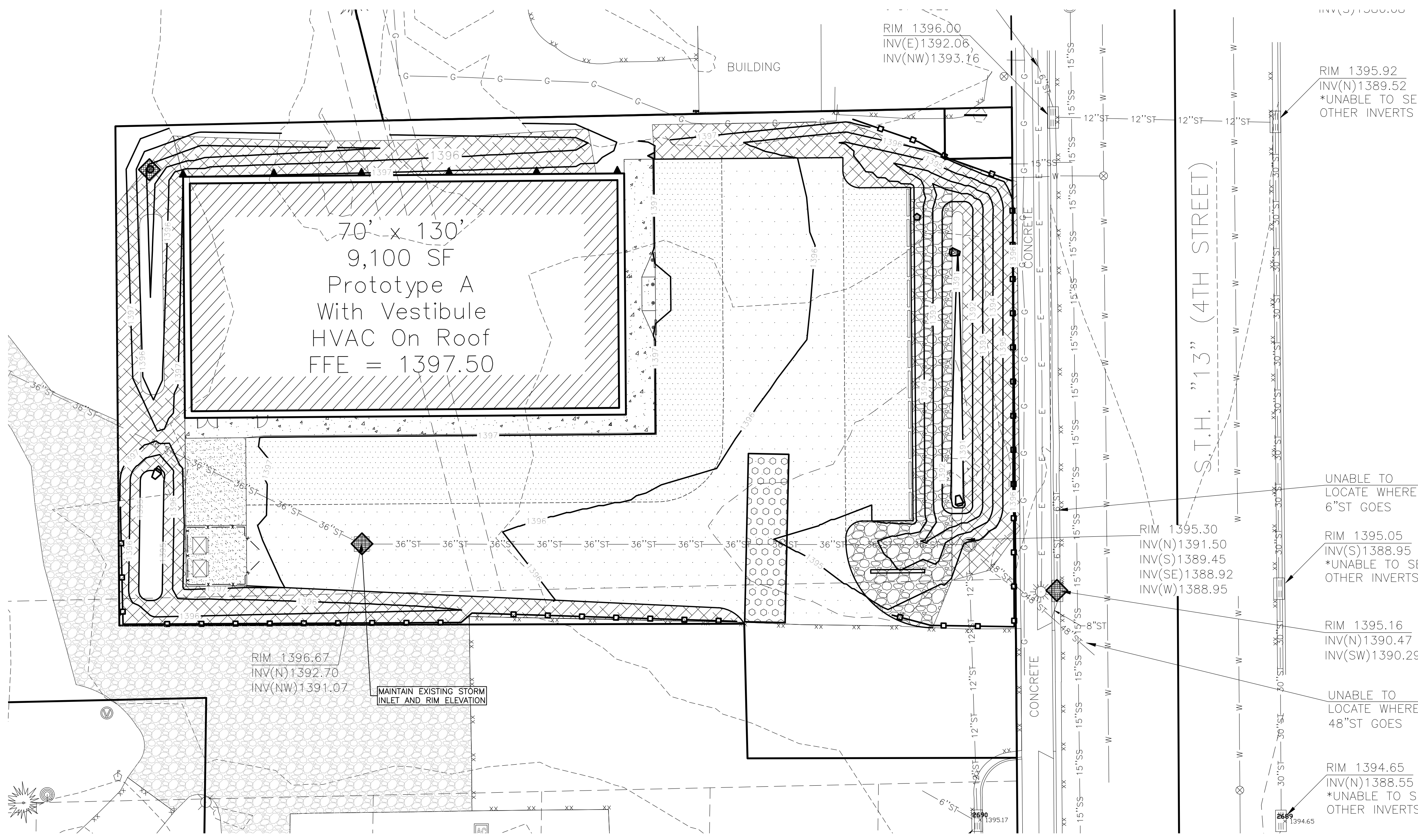
- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- NOTIFY THE LOCAL MUNICIPALITY AT LEAST 2 WORKING DAYS PRIOR TO THE START OF SOIL DISTURBING ACTIVITIES.
- INSTALL ALL TEMPORARY EROSION CONTROL ELEMENTS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING VEGETATION AS LONG AS POSSIBLE.
- CRUSHED ROCK DRIVES FOR SEDIMENT TRACKING UTILIZING 3" CRUSHED ROCK SHALL BE MAINTAINED AT ALL CONSTRUCTION ENTRANCES TO THE SITE. THE ROCK DRIVE SHALL BE A MINIMUM OF 12" THICK AND BE A MINIMUM OF 50 FEET IN LENGTH BY THE WIDTH OF THE DRIVEWAY.
- OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORK DAY. ALL OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES, INCLUDING SOIL TRACKED BY CONSTRUCTION TRAFFIC, SHALL AT A MINIMUM BE CLEANED BY THE END OF EACH WORK DAY. EXCESSIVE AMOUNTS OF SEDIMENT OR OTHER DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED BY THE END OF EACH WORK DAY. EXCESSIVE AMOUNTS OF SEDIMENT OR OTHER DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED IMMEDIATELY. FINE SEDIMENT ACCUMULATIONS SHALL BE CLEANED FROM ADJACENT STREETS BY THE USE OF MECHANICAL OR MANUAL SWEEPING OPERATIONS ONCE A WEEK AT A MINIMUM AND BEFORE IMMINENT RAIN EVENTS.
- DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREAS, INCLUDING SOIL STOCKPILES, THAT ARE LEFT INACTIVE FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER APPROVED METHODS.
- WASTE MATERIAL THAT IS GENERATED ON THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO RUN INTO RECEIVING WATERS.
- EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF EACH WORK DAY.
- INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER ANY RAINFALL OF 0.5" OR MORE. MAKE NEEDED REPAIRS AND DOCUMENT ALL ACTIVITIES.
- ALL TEMPORARY EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL A SUFFICIENT GROWTH OF VEGETATION IS ESTABLISHED AND THEN BE REMOVED AS PART OF THE BASE BID.
- IF SEDIMENT LADEN WATER NEEDS TO BE REMOVED FROM THE SITE, FILTER BAGS OR SCREENING SHALL BE USED IN ACCORDANCE WITH WI DNR TECHNICAL STANDARD 1061 TO PREVENT SEDIMENT DISCHARGE TO THE MAXIMUM EXTENT PRACTICABLE.
- COORDINATE ALL EARTHWORK ACTIVITIES WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
- INSTALL WISDOT TYPE HR FILTER FABRIC BENEATH UNDER RIP RAP.
- IF BARE SOIL IS EXPOSED DURING THE WINTER MONTHS, STABILIZATION BY MULCHING OR ANIONIC POLYACRYLAMIDE SHALL OCCUR PRIOR TO SNOWFALL OR GROUND FREEZE.
- SILT FENCE SHALL BE INSTALLED AROUND THE TOPSOIL STOCKPILE.
- THE CONTRACTOR SHALL PERFORM INSPECTIONS AND MONITORING OF EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE WI DNR "CONSTRUCTION SITE INSPECTION REPORT" FORM 3400-187.

EROSION CONTROL LEGEND



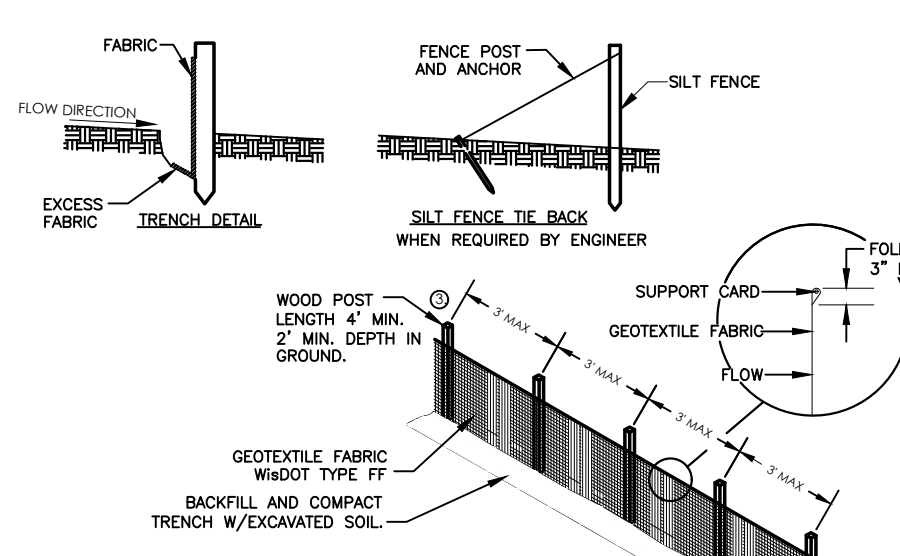
EROSION CONTROL SEQUENCING

- INSTALL PERIMETER EROSION CONTROL
- BEGIN DEMOLITION
- BEGIN ROUGH GRADING AND UTILITY INSTALLATION
- DURING GRADING ACTIVITIES EXISTING GRASS AND VEGETATION, TO BE REMOVED, SHALL REMAIN IN PLACE FOR AS LONG AS POSSIBLE, TO AVOID SEDIMENT TRANSPORT.
- TEMPORARY STABILIZATION ACTIVITY SHALL COMMENCE WHEN LAND DISTURBING CONSTRUCTION ACTIVITIES HAVE TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- FINAL STABILIZATION ACTIVITY SHALL COMMENCE WHEN LAND DISTURBING ACTIVITIES CEASE AND FINAL GRADE HAS BEEN REACHED ON ANY PORTION OF THE SITE.
- IF DISTURBED AREAS MUST BE LEFT OVER WINTER, AN ANIONIC POLYACRYLAMIDE SHALL BE APPLIED TO ALL DISTURBED AREAS PRIOR TO GROUND FREEZE. SEE SPECIFICATIONS FOR DETAILS.



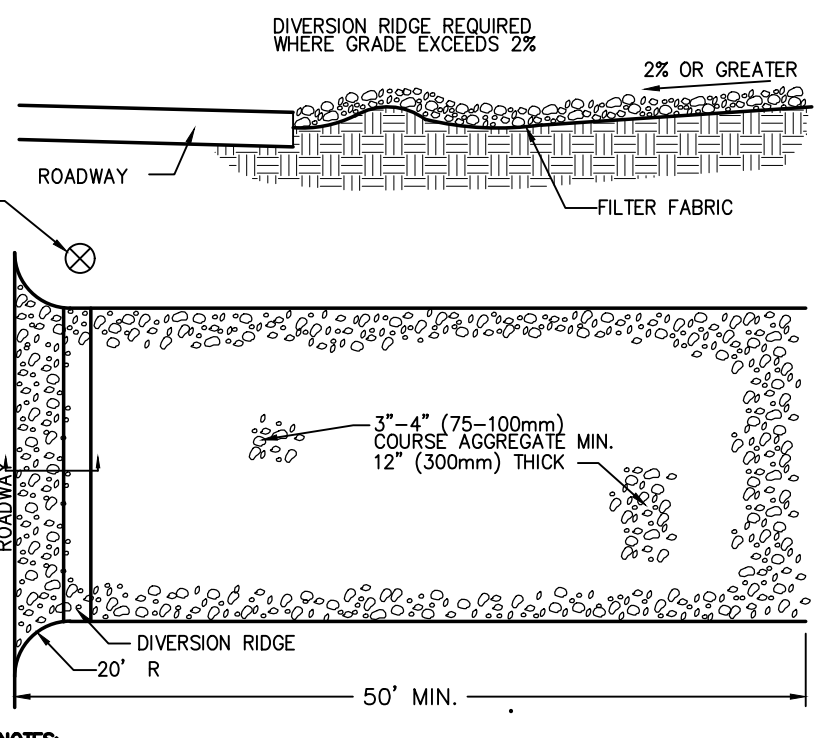
UTILITY DISCLAIMER:

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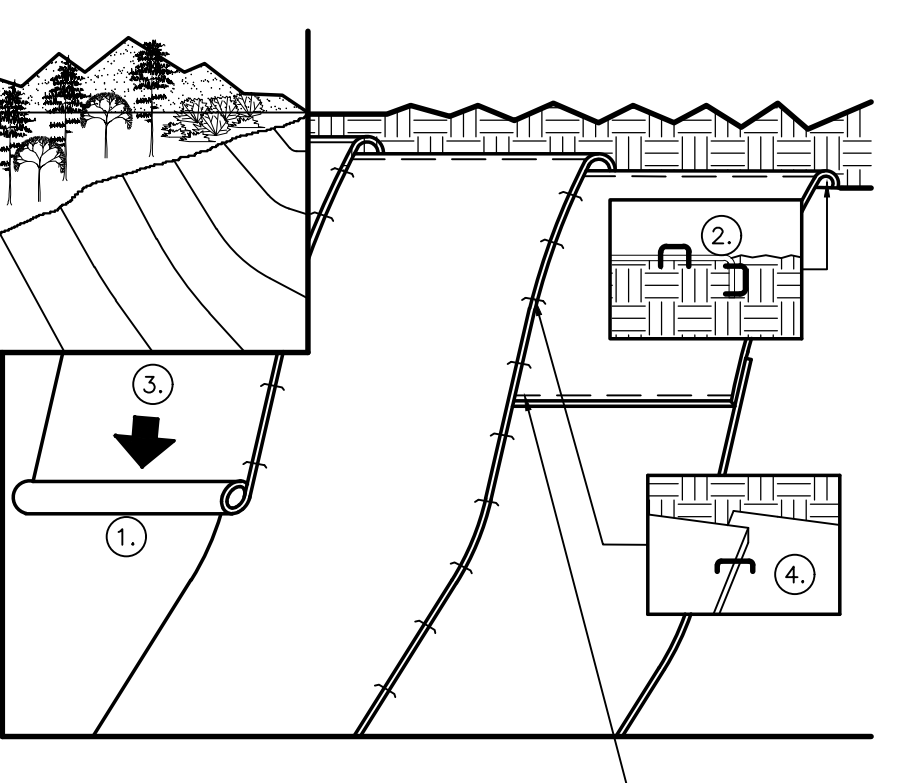
- NOTES:
- HORIZONTAL BRACE WITH 2x4" WOODEN FRAME OR EQUIVALENT AT TOP OF POST AS DIRECTED BY THE ENGINEER.
 - TRENCH SHALL BE A MINIMUM OF 6" DEEP BY THE ENGINEER. BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL NEXT. COMPACT THE TRENCH WITH EXCAVATED SOIL.
 - WOOD POSTS SHALL BE A MINIMUM OF 1-1/2" x 1-1/2" IN SIZE AND BE MADE FROM OAK OR HICKORY. ATTACH THE FABRIC TO THE POST WITH WIRE STAPLES OR WOODEN LATH AND NAILS.
 - WOOD POSTS SHALL MAINTAIN A 2" MAXIMUM SPACING WHEN USING STANDARD GEOTEXTILE FABRIC. WHEN WOVEN GEOTEXTILE FABRIC IS USED, THE WOOD POSTS MAY BE SPACED UP TO 8' APART.

SILT FENCE



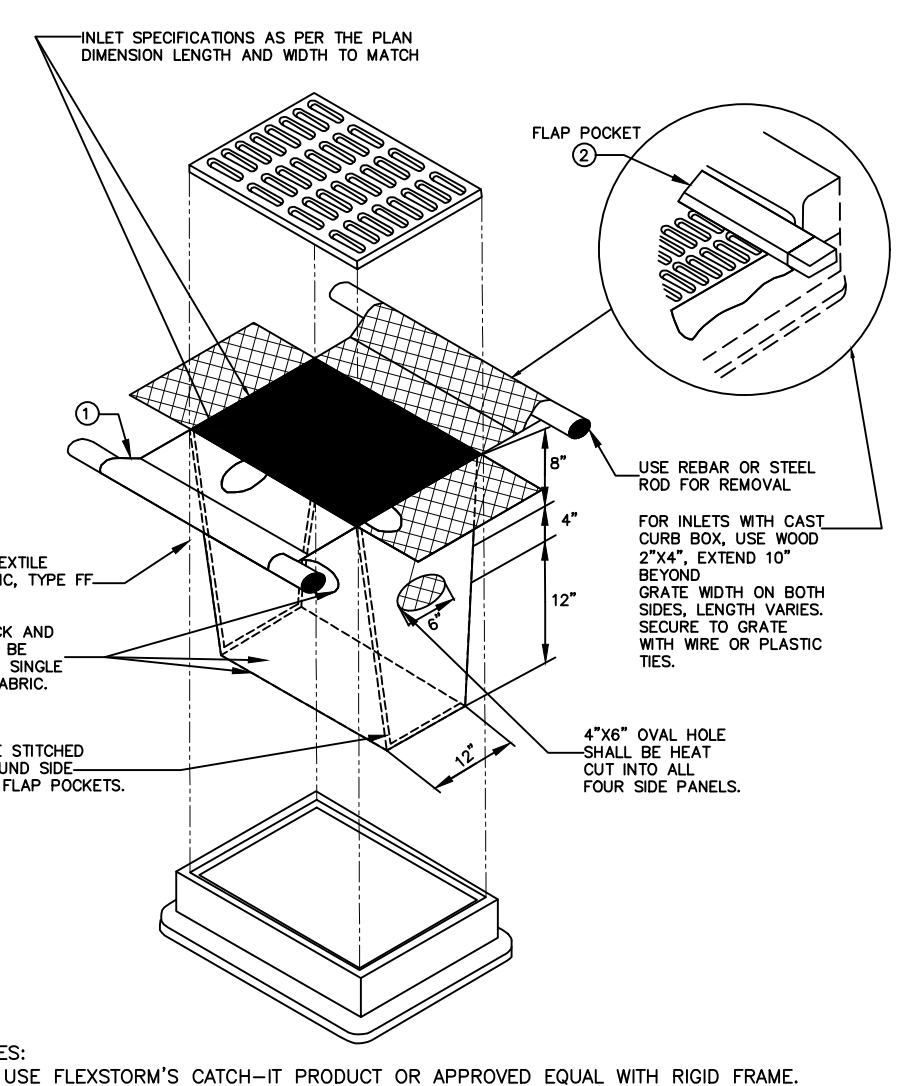
- NOTES:
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT.
 - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. ANY MEASURES USED TO TRAP SEDIMENT.
 - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

ROCK CONSTRUCTION ENTRANCE



- GENERAL NOTES:
- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
 - BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 - ROLL THE BLANKETS DOWN THE SLOPE IN THE DIRECTION OF THE WATER FLOW.
 - THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 6" OVERLAP. STAPLE THROUGH OVERLAPPED AREA APPROXIMATELY 12" APART.

EROSION CONTROL BLANKETS



- NOTES:
- USE FLEXSTORM'S CATCH-IT PRODUCT OR APPROVED EQUAL WITH RIGID FRAME.
 - DO NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

INLET PROTECTION

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CHECKED:	JUL
DRAWN:	MAK
DATE:	2-26-2021
PROJECT NO.:	20.110

UTILITY PLAN

DGI-ABBOTSFORD, LLC
 DG ABBOTSFORD
 CITY OF ABBOTSFORD
 CLARK COUNTY, WI

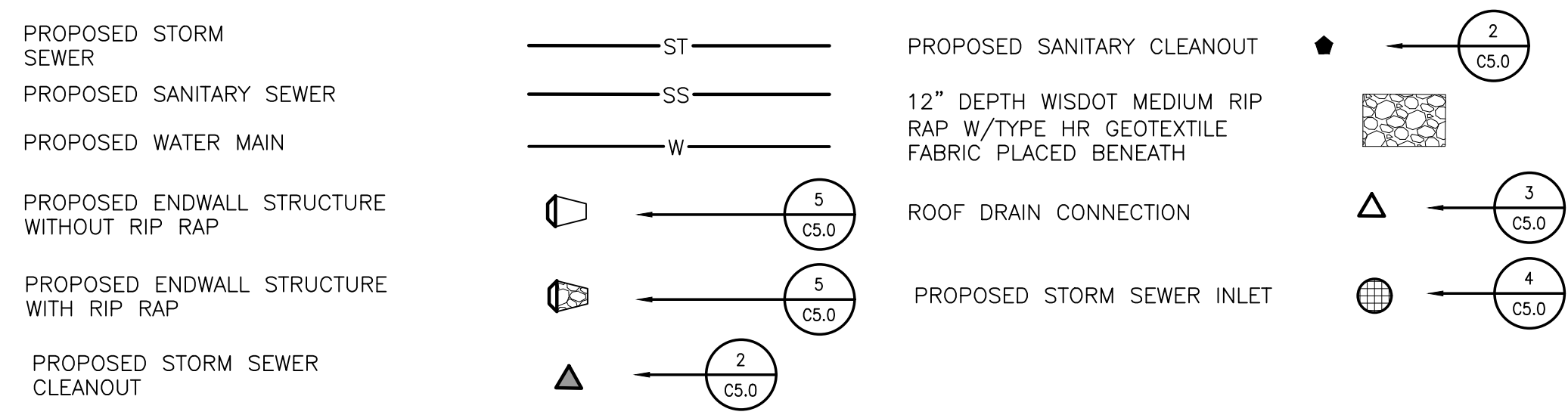
Civil Engineering
 Land Surveying
 Landscape Architecture
 4941 KIRSCHLING COURT
 STEVENS POINT, WI 54481
 715.344.9999(PH) 715.344.9922(FAX)

Point of Beginning

GENERAL NOTES:

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- GRADE, LINE, AND LEVEL SHALL BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
- ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
- REFER TO THE PROPOSED BUILDING MECHANICAL/PLUMBING PLANS TO VERIFY EXACT CONNECTION LOCATIONS AND SIZES OF PROPOSED SANITARY SEWER AND WATER LATERALS.
- COORDINATE ALL UTILITY WORK WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
- COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE LOCAL MUNICIPALITY.
- ALL TESTING AND INSPECTION SHALL BE DONE IN ACCORDANCE WITH SPS 382.21.
- THE PROPOSED WATER MAIN SHALL HAVE A MINIMUM COVER OF 7'-6" TO THE TOP OF PIPE FROM PROPOSED FINISHED GRADE. SEE SHEET C3.0 FOR PROPOSED FINISHED GRADE.
- THE MUNICIPALITY SHALL BE CONTACTED PRIOR TO ANY EXCAVATION IN THE PUBLIC RIGHT-OF-WAY, AND PRIOR TO CONNECTING SANITARY SEWER AND WATER LATERALS TO THE PUBLIC MAINS.
- THE CONTRACTOR SHALL HAVE A TRAFFIC CONTROL PLAN APPROVED PRIOR TO WORK COMMENCING.
- THE MUNICIPALITY SHALL OPERATE ALL EXISTING WATER VALVES, IF NEEDED.
- FIELD VERIFY INVERT ELEVATION OF THE SANITARY SEWER AND WATER PUBLIC MAIN, AT THE LOCATION OF THE SERVICE LATERAL CONNECTIONS, PRIOR TO CONNECTING THE LATERALS TO THE PUBLIC MAIN.
- INSTALL WISDOT TYPE HR FILTER FABRIC BENEATH PROPOSED RIP RAP.

UTILITY LEGEND



STORM MANHOLE SCHEDULE:

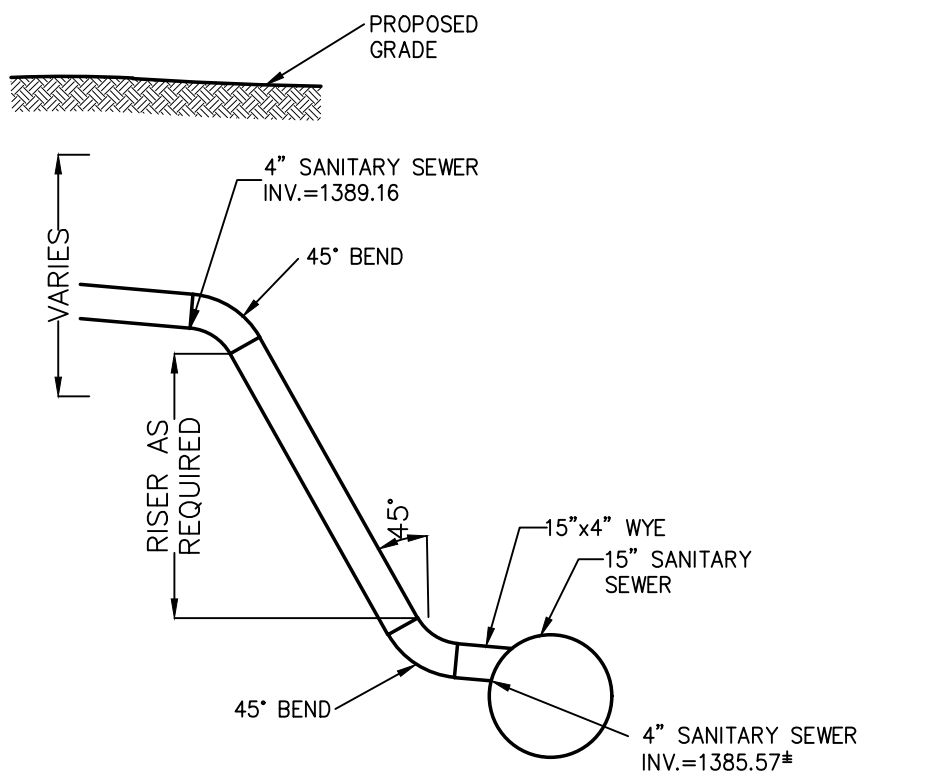
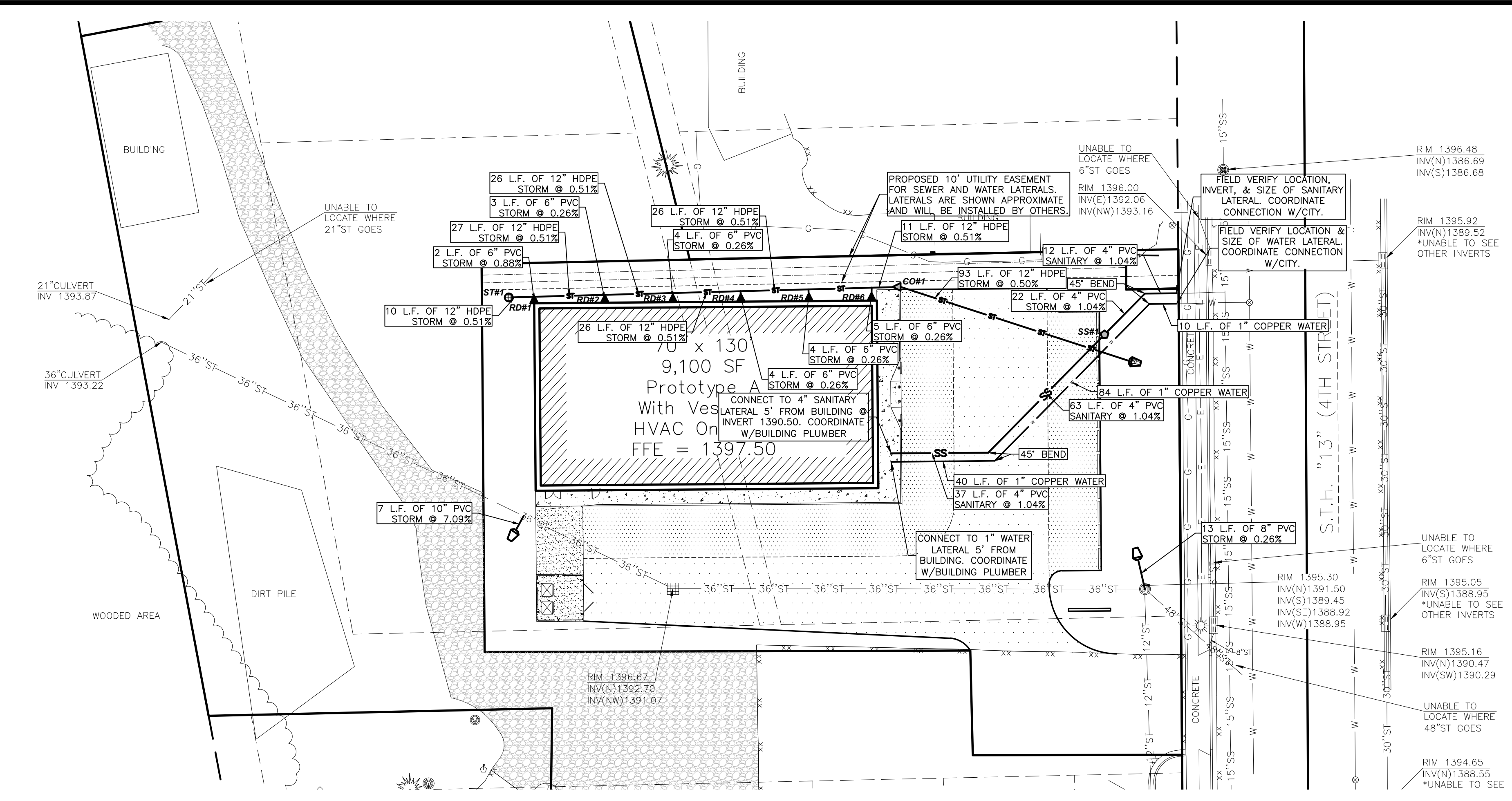
STRUCTURE #	STRUCTURE DETAILS
ST#1	RIM = 1394.62 INV (E) = 1392.62 DEPTH = 2.00' 30" NYLOPLAST DRAIN BASIN W/DOME GRATE

CLEAN OUT SCHEDULE:

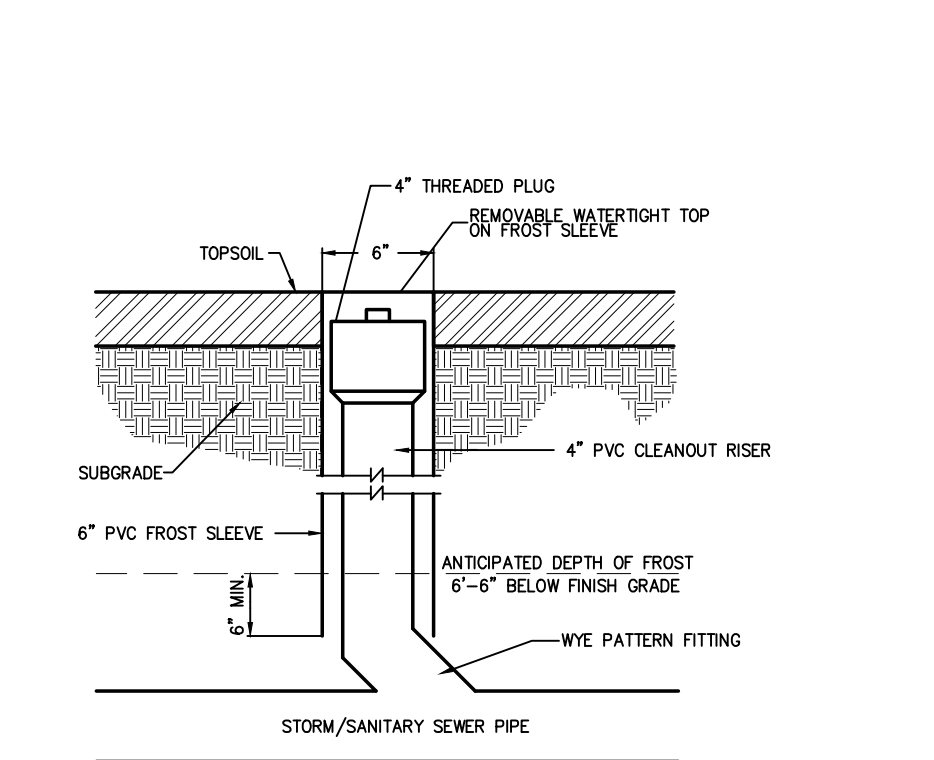
STRUCTURE #	STRUCTURE DETAILS
CO#1	RIM = 1396.64 INV (W) = 1391.86 INV (E) = 1391.86 DEPTH = 4.78' STORM CLEANOUT
SS#1	RIM = 1394.69 INV (SW) = 1390.11 INV (NE) = 1389.23 DEPTH = 5.46' SAN CLEANOUT

ROOF DRAIN CONNECTION SCHEDULE:

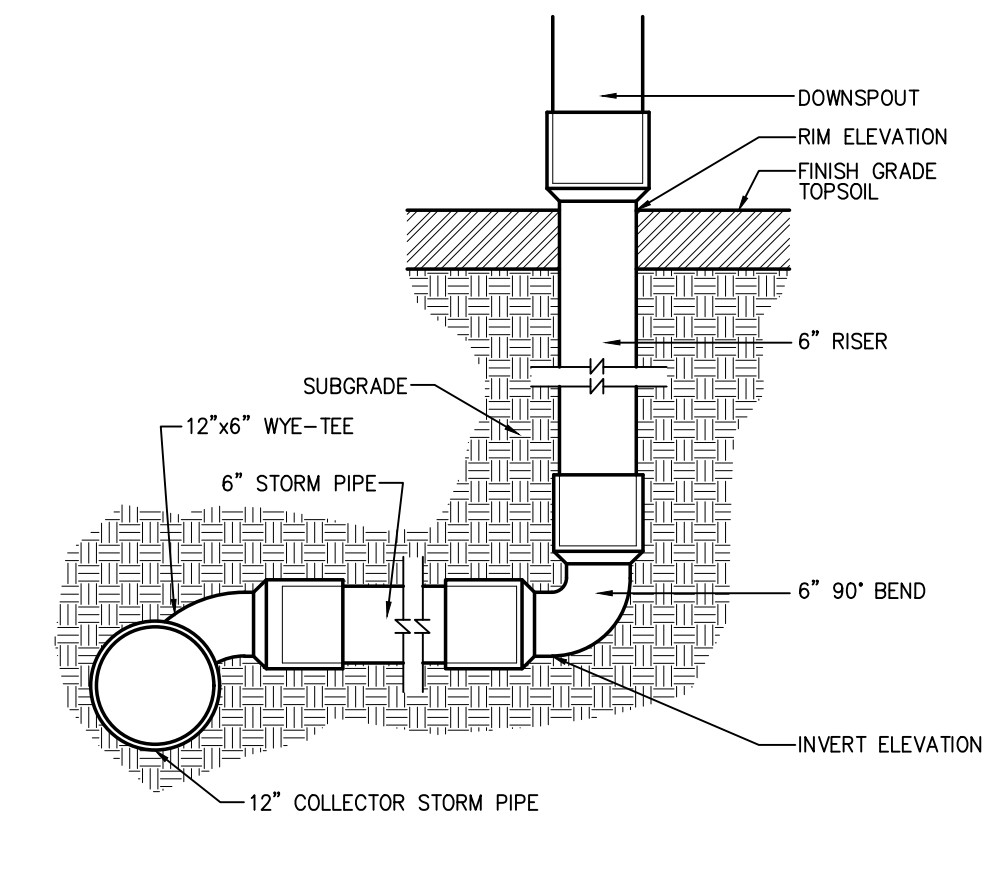
STRUCTURE #	STRUCTURE DETAILS
RD#1	RIM = 1397.06 INV (N) = 1395.54 DEPTH = 1.52' ROOF DRAIN
RD#2	RIM = 1395.94 INV (N) = 1394.42 DEPTH = 1.52' ROOF DRAIN
RD#3	RIM = 1395.33 INV (N) = 1393.81 DEPTH = 1.52' ROOF DRAIN
RD#4	RIM = 1396.33 INV (N) = 1394.81 DEPTH = 1.52' ROOF DRAIN
RD#5	RIM = 1396.60 INV (N) = 1395.08 DEPTH = 1.52' ROOF DRAIN
RD#6	RIM = 1396.57 INV (N) = 1395.05 DEPTH = 1.52' ROOF DRAIN



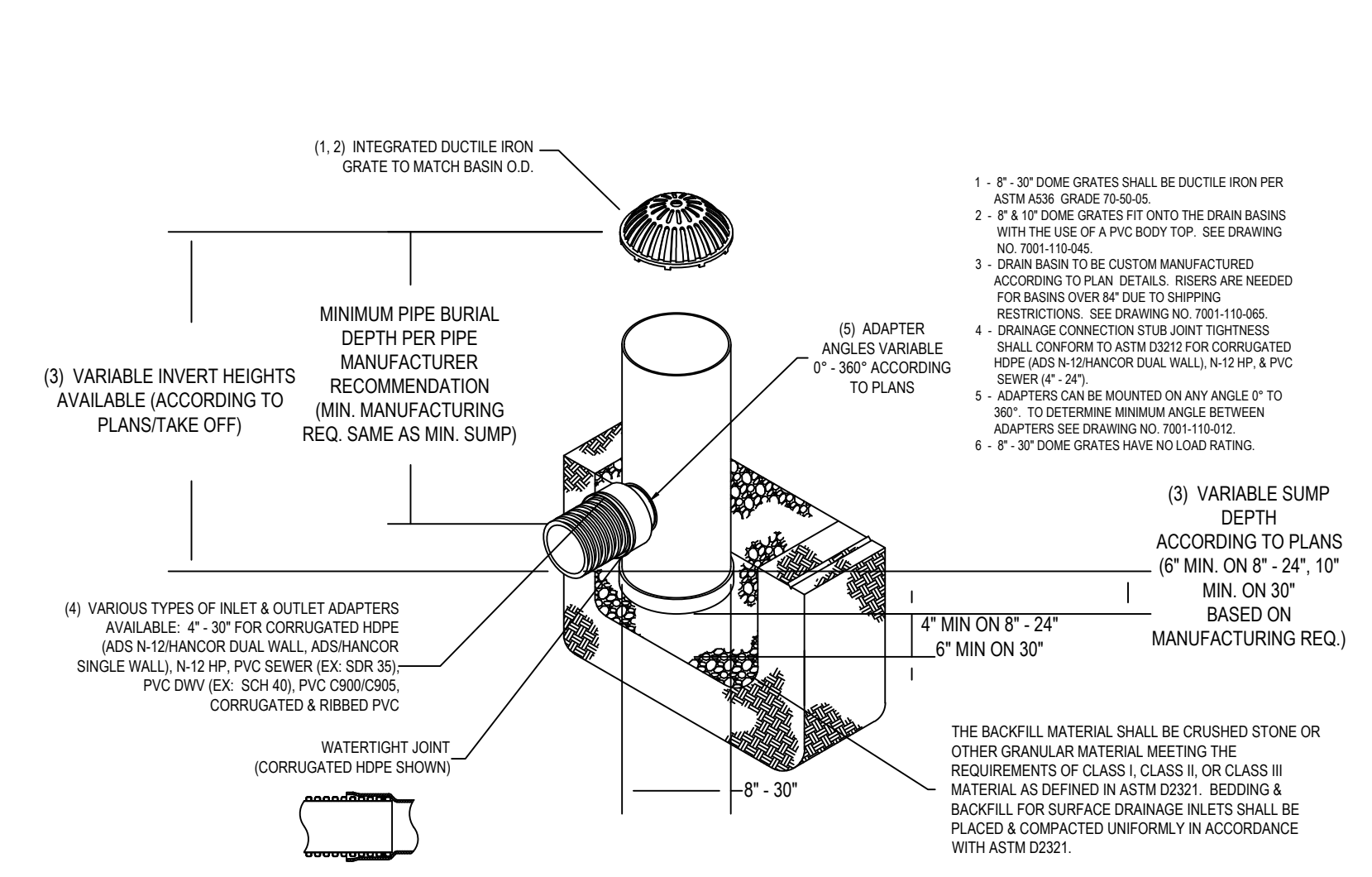
SANITARY SEWER RISER



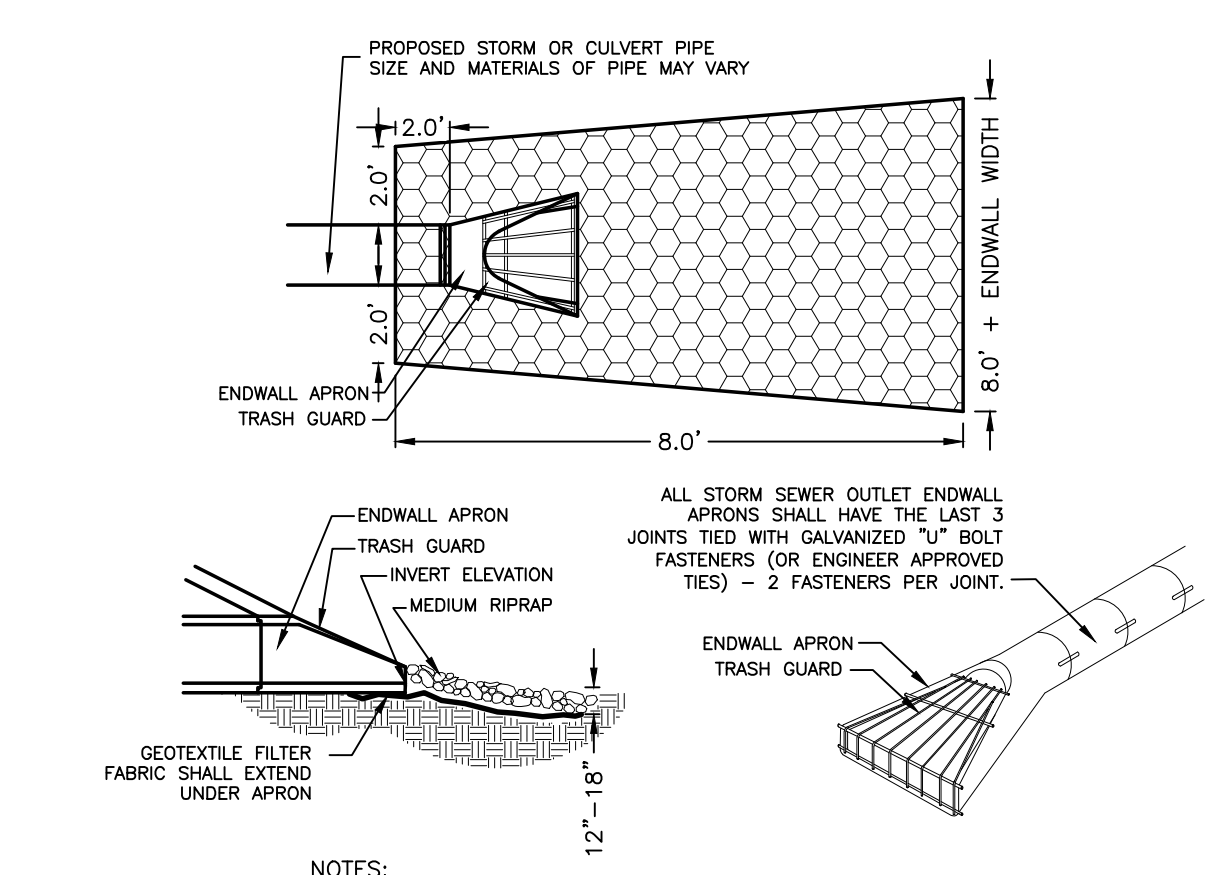
SANITARY CLEANOUT



DOWNSPOUT DRAIN CONNECTION



NYLOPLAST DRAIN BASIN W/DOME GRATE



ENDWALL STRUCTURE

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RESOLUTION 1-2021
APPROVING AMENDMENTS TO THE 2020 BUDGET

Whereas, certain authorized expenditures within the adopted 2020 Annual Budget need to be reallocated; and

Whereas, according to Wisconsin Statutes no appropriations remain overexpended at year end within the annual budget;

NOW, THEREFORE, BE IT RESOLVED by the Police Commission of the Abbotsford and Colby Common Councils that the 2020 budget be amended as follows:

Reallocation as follows:

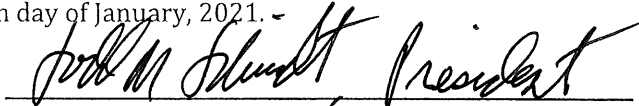
REVENUES:

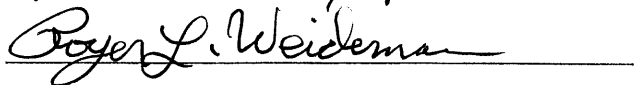
500-43005-414	MISC. REVENUES	+ 10,800.00
	TOTAL ADJUSTMENTS TO REVENUES	10,800.00

EXPENSES:

500-51001	SALARIES	+ 4,000.00
500-51003	TELEPHONE	+ 900.00
500-51006	AUTO MAINTENANCE	+ 1,300.00
500-51016	COMPUTER SOFTWARE MAINT.	+ 2,000.00
500-51017	COMPUTER MAINTENANCE	+ 1,000.00
500-51019	INVESTIGATIONS	+ 1,000.00
500-51025	CLOTHING - VESTS	+ 600.00
	TOTAL ADJUSTMENTS TO EXPENSES	10,800.00

Adopted this 11th day of January, 2021.

Signed:  President

Attest: 

STREET USE PERMIT REQUEST

Name: Abby Festival / Paula Ruesch

Address: 231198 Pickard Avenue
Abbotsford, WI 54405

Telephone: 715-302-1177

Date of Event: Friday, June 4, 2021 starting at 5:00 pm thru Sunday, June 6, 2021 ending at 5:00 pm.

Duration: This event will be a three day event, but set-up will run from Monday, May 31, 2021 and be complete by 4:00 pm on Friday, June 4, 2021. They will be bringing in the equipment and trailers starting on Monday and parking them in the legal parking spaces and start set-up on Tuesday, June 1, 2021. The rides will be torn down starting on Sunday, June 6, 2021 after 5:00 pm and be completed or in legal parking spots by Monday, June 7, at 5:00 pm or sooner. They try to open all the roads by Monday, at 10:00 am or earlier. All building that are effected by these closures have different areas to use.

Description of Street

To be closed: The 200 block of Birch Street from First street thru 200 block to Second Street. Once they start to put up the rides the two alley entrances and street entrances on Birch will not be evadible for public use, although both alleys are able to be used on the other end of each alley.

Approximate number of

People: We expect some where between 2,000 to 4,000 people during the week-end

Purpose of request: This is our 6th annual Abby Festival to help to unite our community together. We have multiple cultures and nationalities that participate in this event. This is a community event everyone is welcome!

STREET USE PERMIT REQUEST

Name: Abby Festival / Paula Ruesch

Address: 231198 Pickard Avenue
Abbotsford, WI 54405

Telephone: 715-302-1177

Date of Event: Friday, June 4, 2021 starting at 5:00 pm thru Sunday, June 6, 2021 ending at 5:00 pm.

Duration: This event will be a three day event, but set-up will run from Monday, May 31, 2021 and be complete by 4:00 pm on Friday, June 4, 2021. They will be bringing in the equipment and trailers starting on Monday and parking them in the legal parking spaces and start set-up on Tuesday, May 26, 2020. The rides will be torn down starting on Sunday, June 6, 2021 after 5:00 pm and be completed or in legal parking spots by Monday, June 7, at 5:00 pm or sooner. They try to open all the roads by Monday, at 10:00 am or earlier. All building that are effected by these closures have different areas to use for their access. All sidewalks are open and not blocked.

Description of Street

To b closed: 1) The 200 block thru the 300 block of First Street from Birch Street thru Cedar Street will be closing from City hall to Cedar Street with the exception of Christensen Feed Mill, they will have access to Oak Street and right in from of their loading docks. We will need road blocks to be put up by the feed mill towards City Hall and on First street by Oak Street and at just before Cedar Street on First Street. They will be putting up rides from 8:00 am Tuesday, June 1, 2021 thru 4:00 pm, Friday, June 4, 2021. We will also need to hook up to the electric to the RV trailers for the Carnival on Tuesday when they get in. All road blocks can be set on the corners and we will put out as needed if that works best for city crew. We need three road blocks for each street.(9 sets of 3 = 27 road blocks) (Cedar – 3, Spruce – 3, First & Oak – 6, Birch – 6, Alleys on Birch – 6, and First at City Hall – 3.)

2) Thursday, June 3, 2021 starting at 4:00 pm our vendors and the rest of the carnival rides will be setting up from City Hall South to Spruce Street. We will need road blocks at the end of First Street and Spruce street. We will also be setting up the beer tent at that time and the alley will no longer be available. These roads will be opened by Sunday night at 10:00 pm when the vendors leave and the beer tent is torn down.

3) The semi-trailers will be coming in on Thursday morning starting at 9:00 am. In the library parking lot, so library patrons will have to park else were at that time. We have two trailers, one from Badger State for the cooler and one from Roehl Trucking for the band. These will be out of the Library parking by Monday Afternoon or sooner. We will also need the snow fencing and poles to be brought down and put by the Electric pole

4) We will need all the picnic table from outside Red Arrow Park to be brought down to the city hall brick area to be used for the beer tent and food vendors. We will also like

our water barrels to be filled on Friday morning for our fencing and where they hold up the tents.

5) We will be renting the Abby HS Softball field and will need that to be raked. And if available at the time the Soccer field in the new sub-division to use. Both tournaments will start on Friday and go thru Saturday night. We would like at least 5-6 tables at the Softball field left and are there going to be any tables at the soccer field?

6) We are going to have our 6th Annual Abby Festival parade in the same route we have had it. It will stage on 2nd Avenue by St. Bernard's Church and go from there down Cedar Street to Second Street to end at Spruce Street. The floats will then either go back to the Church or go home from there. Our event ends at 5:00 pm on Sunday, June 6, 2021 and all tear down will start then and be cleaned out as fast as possible.

Approximate number of

People: We expect some where between 2,000 to 4,000 people during the week-end

Purpose of request: This is our 6th annual Abby Festival to help to unite our community together. We have multiple cultures and nationalities that participate in this event. This is a community event everyone is welcome!

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ Waived

Application Date: 3-30-2021

Town Village City of ABBOTSFORD

County of CLARK

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning _____ and ending _____ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name ABBY FESTIVAL - ABBY COLBY CROSSINGS CC.

(b) Address 100 W. Spruce Street, ABBOTSFORD, WI 54405
 Town Village City

(c) Date organized 7-1-2010

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
 President Kim Rasnell
 Vice President KRIS O'Leary
 Secretary NATALYN JAWENE
 Treasurer Jenny Takel

(g) Name and address of manager or person in charge of affair: PAULA KUESCH, 231198 PICKARD AVE, ABBOTSFORD, WI 54405

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 201 W. 1ST Street

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? NO

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event ABBY FESTIVAL

(b) Dates of event June 4-6, 2021

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

ABBY COLBY CROSSINGS CC.
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer Paula Kuesch
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ Waived

Application Date: 3-30-2021

Town Village City of ABBOTSFORD

County of CLARK

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning _____ and ending _____ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name ABBY FESTIVAL - ABBY COLBY CROSSINGS CC.

(b) Address 100 W. Spruce Street, ABBOTSFORD, WI 54405
(Street) Town Village City

(c) Date organized 7-1-2010

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Rostell, Kim

Vice President O'Leary, Kris

Secretary Jakel, Jerry JAPANESE, NATALYN

Treasurer Jakel, Jerry

(g) Name and address of manager or person in charge of affair: PAULA RUESLH 231198 PICKARD Ave, ABBOTSFORD, WI 54405

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number W. Hemlock Street

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? NO

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event ABBY FESTIVAL Men's Softball Tournament

(b) Dates of event June 4 & 5, 2021

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

ABBY COLBY CROSSINGS CC.
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer Paula Rueslh
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

PETITION FOR STREET USE PERMIT

We, the undersigned residents of the **200 block of Birch Street from First street thru 200 block to Second Street** in the City of Abbotsford, hereby consent to the closing of **Birch Street from Monday, May 31, 2021 to Monday, June 7, 2021**, for the purpose of **the Abby Festival** and do hereby consent to the City of Abbotsford to grant a Street Use Permit for the use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use as the City of Abbotsford shall attach to the granting of the requested Street Use Permit. We further understand that the permit will not be granted for longer than the hours on the date(s) hereinabove specified, and agree to remove from the street prior to the end of said period all equipment, vehicles and other personal property placed or driven thereon during the event for which a permit is granted.

We designate **Paula Ruesch & Ana Garcia** as the responsible person or persons who shall apply for an application for a Street Use Permit.

ANA MONICA GARCIA A

Cosuy Herrera fatboy's

Reis+Reis CPA

Van Landy City of Abbotsford

Jeff Miller? Abbotsford

Naura Castillo

3391

Ivone Vázquez - Tepito Heights

Ivone Vázquez - LA BOTANA, THE SNACK BAR.

Jeff Miller

Ron Knutson Christensen Feeds

Trisha Aguilera - Aguilera Auto Sales

Maximum Autosports

William A. Cornwall

PETITION FOR STREET USE PERMIT

We, the undersigned residents of the **100 block of First street thru 300 block of First Street** in the City of Abbotsford, hereby consent to the closing of **First Street from Monday, May 31, 2021 to Monday, June 7, 2021**, for the purpose of **the Abby Festival** and do hereby consent to the City of Abbotsford to grant a Street Use Permit for the use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use as the City of Abbotsford shall attach to the granting of the requested Street Use Permit. We further understand that the permit will not be granted for longer than the hours on the date(s) hereinabove specified, and agree to remove from the street prior to the end of said period all equipment, vehicles and other personal property placed or driven thereon during the event for which a permit is granted.

We designate **Paula Ruesch & Ana Garcia** as the responsible person or persons who shall apply for an application for a Street Use Permit.

Jeremiah Zeiset

Shulay Sova



FLEA MARKET PERMIT APPLICATION

Mike Twitty / Great Deals LLC 563-272-8675
Name of Person/Organization conducting sale Contact Info (phone number)

1011 E. Spruce St Abbotsford, WI
Street location of sale

Lon Waldinger
Name of Property Owner

April 16, 17, 18- (would like to 1 a month)
Dates Market Occurring (from/to)

Dates and Nature of any past sale: N/A

Has any other vendor's license been issued by any local, state, or federal agency? No

I swear that the information therein given is full and true and known to be so by me, [Signature] 4/17/21
Signature of applicant and date



Flea Market

1 message

Lon Waldinger <Lonwaldinger@yahoo.com>

Tue, Mar 30, 2021 at 3:29 PM

To: greatdealsllc2018@gmail.com

This is Lon Waldinger and I give Mike Twitty from Great Deals LLC permission to run a flea market at the East Town Mall in Abbotsford (1011 East Spruce Street, Abbotsford, Wisconsin).

Lon Waldinger
Chelt Development LLC

Sent from my iPhone



Connect to existing

Connect to existing

6' Fence

Sidewalk

Basketball

10' Fence, 6' Fence

**Pavilion/
Restrooms
Parking**

PROPOSAL AND ACCEPTANCE CONTRACT

LAIKES

ASPHALT MAINTENANCE

N3403 County Rd. E • Medford, WI 54451 • Business Phone: (715) 748-5006

PROPOSAL SUBMITTED TO <i>City of Abbotsford.</i>	CONTACT <i>Craig Stuttgen</i>	PHONE <i>715-613-9444</i>	DATE <i>4-1-21</i>
STREET <i>PO BOX 589</i>	JOB NAME <i>City Streets Crack Seal 2021</i>		
CITY, STATE AND ZIP CODE <i>Abbotsford, WI 54405</i>	JOB LOCATION		

We hereby submit specifications and estimates for the above-named job.

1. Crack Sealing and Cleaning: ~~Route~~, clean, heat lance cracks and fill with hot pour rubberized crack sealer, federal spec ASTM D 6690.

\$1.25 per pound

2. Seal Coating: Clean, prime oil spots and apply 2 coats of coal tar sand mix sealer with latex additive.

3. Stripping:
Color:

4. Asphalt Paving & Repair:

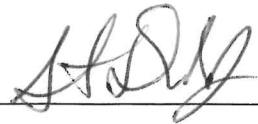
We Propose to complete the above work in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

Payment to be made in CASH UPON COMPLETION OF WORK UNLESS OTHERWISE STATED BELOW:

There shall be a one (1) year guarantee on the material and all workmanship, except that as applied to cracks. The guarantee shall be limited to the replacement of the material and application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____



This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Estimate The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Legal fees and court costs incurred in the collection of monies owed according to this contract will be borne by the customer. Any law suits that may result from this contract will be held in Taylor County, Wisconsin.

Signature _____

Signature _____

Date of Acceptance: _____

D and D Sealcoating 2507 Goldenrod Rd Wausau, WI. 54401 Phone: 715-531-8119 Dennis Fleischman dfleischman5@gmail.com	<h1>QUOTE</h1>	DATE: 03-01-2021
--	----------------	------------------

QUOTED TO: City of Abbotsford PO Box 589 203 N 1 st st Abbotsford, WI. 54405 Att: Craig Stuttgen	JOB DESIGNATION:
CONTACT NAME: Craig Stuttgen	PROJECT START DATE:
PHONE:	SHIPMENT COMPLETION DATE:
FAX:	BID DATE:
EMAIL:	BID #: N/A
SHIP TO:	DURATION OF QUOTE:
	F.O.B.:
	PAYMENT TERMS:
	QUOTED BY: Dennis Fleischman
	SALES REGION CODE:

DESCRIPTION	QUANTITY	UNIT	PRICE	Estimated. Shipping	EXTENSION PRICE
Price per lb of material used to crackfill Clean , blow out and refill cracks with hot applied Rubber Crafc0 34221 spec rubber	1		1.10 per LB	0	\$ 1.10 per LB



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

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

**DATE:**

April 5, 2021

SAFE ROUTES TO SCHOOL DESIGN - MSA PROJECT #07681015**SPRUCE ST. (BUS. 29) RECONDITIONING PROJECT - MSA PROJECT #07681024****CONSTRUCTION UPDATE**

Melvin Companies plans to resume work on Spruce Street beginning April 19, starting with placing sidewalk along the west side of 4th Street. They will proceed to complete the Rapid Flashing Beacon (RFB) work along STH 13, striping and punchlist items along the project.

Between the design and bidding of the SRTS and Spruce Street projects, the City implemented a 4-way stop condition at the intersection of 4th Street North and Spruce Street. The design documents for the SRTS project included a RFB at the east leg of the intersection to provide for a safe mid-block pedestrian crossing — as if the intersection was not a stop condition. Since FHWA does not allow for both a stop sign in conjunction with a RFB the City will need to choose the best control for this intersection.

MSA and Police Chief Jason Bauer discussed the best intersection control for the intersection of 4th Street and Spruce. MSA recommends a 4-way stop condition, as this creates the safest condition for pedestrians to cross. The public has been practicing this traffic maneuver for an extended period of time and changing it now would create safety concerns.

The City is also looking at raising funds to supplement the east and west approaches to the intersection with LED flashing stop signs. If the City chooses to pursue LED Flashing stop signs, MSA would work with the contractor to get a credit back on the RFB (there will likely be a restocking fee) and change order LED flashing stop signs into the SRTS project. An alternative to getting the installation and material credit on the RFB, would be to install the RFB at an alternate location near the school at a mid-block crossing on 4th street.

The DOT is requesting the City place "Yield to Pedestrians Here" temporary pavement markings and signage on STH 13 in advance of each of the RFB crossings in advance of their future pavement rehabilitation project on STH 13.

PROJECT UPDATE

INDUSTRIAL PARK UTILITY AND ROADWAY EXTENSION – MSA #07681040**CONSTRUCTION UPDATE**

Prime Contractor Haas Sons, Inc., plan to be back onsite in the beginning of May (weather permitting) to complete site restoration and paving work.

CITY OF ABBOTSFORD LINDEN STREET RECONSTRUCTION– MSA PROJECT #07681046

MSA sent a conceptual design of the proposed box culvert solution to CN on 12/1/2020. CN replied on January 14, 2021 and stated that they do not plan on making capital improvements to the drainage under their tracks and if the City was not planning on financing and installing a box culvert similar in size the City would need to find an alternate solution to not jeopardize the safety of the tracks. MSA completed 50% of the project design of a solution that would alleviate the City's problem and had received notice from City staff to stop work on the project because the proposed solution did not meet the City's budget. MSA has stopped work on this project.

SCHILLING SUBDIVISION ATHLETIC FIELD STAKING

In April MSA will be assisting Craig with the layout of the Schilling Subdivision athletic field corners so the field can be striped for athletic events.

ABBOTSFORD WATER SYSTEM EVALUATION – MSA PROJECT #07681047

MSA has continued work to establish the primary water system needs. Based on historic and projected water needs, and the current source capacity, the primary need is for reconditioning of existing wells to restore capacity and for the construction of additional wells. The Water System model had been made functional and the next step is to run various flow scenarios to identify potential distribution system deficiencies, but preliminary review indicates significant fire flow capability throughout the City from a hydraulic standpoint. Besides additional well capacity, the other significant need is to recondition of the elevated water storage reservoir per the recommendations of the tank inspection report by KLM Engineering. MSA will be at the April 5 Council meeting to discuss potential funding for water system needs: applications to the Community Development Block Grant are due on May 13, applications to the DNR Safe Drinking Water Loan Program are due on June 30.

March 2, 2021

Dan Grady, City Administrator
City of Abbotsford
203 N. First Street, P.O. Box 589
Abbotsford, WI 54405

RE: Professional Engineering Services Proposal
Linden Street Storm Sewer
City of Abbotsford, WI

Dear Administrator Grady, Mayor Voss & City Council:

Cedar Corporation is pleased to submit this proposal to provide professional design, bidding and construction engineering services related to Linden Street Storm Sewer, City of Abbotsford, Wisconsin.

NOTE: This Project scope of work is understood to be the first phase of proposed multi-phase work pursuant to Client's available funding to address past flooding issues in the area pursuant to MSA Consultants Watershed Study summary document recommendations dated August 17, 2020. The Engineer's scope of work for this Project does not include any subject watershed hydrology, hydraulic, quantity, quality, etc. modeling and study analysis work with respect to addressing past tributary watershed flooding issues, proposed storm water improvements discharge to the existing railroad property culvert, downstream property owners and infrastructure. This area will continue to experience flooding issues during various rainfall storm events and conditions until the future phase improvements are completed pursuant of MSA Consultants Watershed Study document recommendations.

SCOPE OF PROJECT: The City of Abbotsford is requesting professional design, bidding and construction engineering services for Linden Street Storm Sewer including field topographic and data collection survey, base map, preliminary design, final design, staff/ committee/council meetings, opinion of probable costs, applicable governing agency permitting, specifications and bid documents, bidding, attend bid opening, bid tabulation results, contract documents, pre-construction meeting, construction staking and layout, construction observation, construction coordination and administration, as-built construction record drawings including the following limits:

LINDEN STREET STORM SEWER – 600 TOTAL Lineal Feet

SCOPE OF SERVICES: Cedar Corporation (hereinafter called "Engineer") proposes to render professional design, bidding and construction engineering services for City of Abbotsford (hereinafter called "Client") with respect to the above Scope of Project related to the Linden Street Storm Sewer in accordance with City of Abbotsford requirements (hereinafter called "Project"). The Engineer will provide required professional services during the Project as follows:

Surveying:

- Perform field topographic and data collection surveying and prepare base map in accordance with standard surveying practices, to the extent necessary to complete the engineering design of the Project described above; including accurately reflect current conditions for proposed gravel street and drainage installation improvements that may influence the Project design and construction. Surveying services does not include any land survey for establishing or mapping any property, property lines, easements, streets, and highway rights-of-way.

Design Engineering:

- Attend initial kickoff meeting with city staff and city officials to discuss overall Project goals and to finalize the Project work plan and schedule.
- Preparation of preliminary plans showing general alignment and profile of street and drainage improvements to fit within existing street right-of-way area.
- Review governing agency permit requirements.
- Meet with city staff, committee & council to review preliminary designs.
- Incorporation and refinement of any necessary or suggested changes in the preliminary design.
- Preparation of final design documents, analysis calculations, reports, street and drainage plan and profile sheets, typical street section, street cross-sections, construction detail sheets, erosion control plans, grading and restoration plans, traffic control plan, construction specifications and bidding documents, and opinion of probable costs.
- Preparation and submittal of necessary regulatory permit request application forms to the Wisconsin Department of Natural Resources for storm water management and construction erosion control Water Resource Application Project Permit Discharge Storm Water from Construction Site (WRAPP).
- Submittal of 90% completed plans and specifications for review by the Client.
- Updated cost estimates at the 90% complete stage.
- Incorporation of comments received and prepare 100% completed plans and specifications.
- Attend required city staff, committee, council, and other governing agency meetings.

Bidding:

- Prepare municipal unit price bid quantities take offs from plans and prepare bid document form.
- Prepare Advertisement for Bid to be published in the Client's official newspaper, and the Engineer will post the Project to its Website via the Quest Electronic Construction Document Network for bid documents download by prospective bidders.
- Provide answers and clarification of questions from contractors, suppliers, sub-contractors, and Client during bidding, including preparation of any necessary bid addendums.

- Attend public bid opening at City Hall.
- Review the bid results, prepare bid tabulation results for all bidders, confirm that low bidder has obtained all bonds and insurance, and can complete the work, and recommend bid award after review of all bids.
- The Engineer will coordinate the issuance of Notice of Award, execution of Contract Documents, required Bonds and Insurance, and Notice to Proceed with the Client.
- Attend required city staff, committee, council, and other governing agency meetings.

Construction Engineering:

- Conduct a pre-construction meeting with Client, contractor, sub-contractors, utility companies, etc.
- Provide one-time horizontal and vertical control staking and layout for construction, as needed. Engineer is not responsible for preservation of construction staking for the contractor, and any required re-staking due to contractor negligence will be performed at the expense of the contractor. Any required re-staking due to vandalism or severe weather will be discussed and negotiated with the Client.
- Provide construction coordination and administration services for the Project during construction. Oversee and coordinate construction activities, including processing change orders and payment requests, and meet with property owners when required. Attend weekly on-site progress meeting with contractor and Client.
- The Client shall review and approve all Work Directives or Change Orders for the Project as presented by the Engineer prior to the work being commenced by the contractor.
- Prepare and provide as-built construction record drawings to the Client in AutoCADD electronic and hard copy format upon completion.
- Attend required City staff, committee, and other governing agency meetings.

COMPENSATION: The Client agrees to pay the Engineer a Lump Sum “Not to Exceed” fee for professional design engineering services for the Project in the amounts listed and described below. Any additional work not included in the Scope of Services will be invoiced to the Client on a time and material basis. The Engineer will provide the Client a written quote for any additional work at the Client’s request. The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, recording, etc., fees.

LINDEN STREET STORM SEWER – 600 TOTAL Lineal Feet

Estimated Construction Cost w/Contingencies \$83,810

Design & Bidding Engineering Fee:

<i>Field Topographic & Data Collection Surveying & Base Map</i>	<i>\$1,200</i>
<i>Design Engineering</i>	<i>\$5,200</i>
<i>Bidding Services</i>	<i>\$2,500</i>

Construction Engineering Fee:

<i>Construction Staking and Layout</i>	<i>\$1,200</i>
<i>Construction Coordination and Administration</i>	<i>\$800</i>

**Total Design & Bidding Engineering Lump Sum
“Not to Exceed” Fee \$10,900**

Total Opinion of Probable Project Cost \$94,710

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with available copies of construction record plans for existing water system, sanitary sewer system, storm sewer system, water and sanitary sewer service lines, city utility systems maps, sanitary sewer televising video and report, assessor property owner maps and parcel information, right-of-way maps, recorded easement documents, property title search if needed, known site environmental issues and concerns, boundary survey/certified survey/plat maps, Project review input and comments, etc. for the Project.

DESIGN TIMELINE: The Engineer’s services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The Cedar Corporation team has the capacity and availability to commence work immediately. The following is the Engineer’s proposed timeline for the Project:

LINDEN STREET STORM SEWER – 600 TOTAL Lineal Feet

TASK	COMPLETION DATE
Notice to Proceed (City Council Meeting)	April 5, 2021
Kick-off Meeting	April 6, 2021
Field Topographic & Data Collection Survey & Base Map	April 2021
Design Engineering	April 2021
Specifications & Bid Documents	April 2021
Permits	April 2021
Advertisement for Bids	May 2021
Bid Opening at City Hall	May 2021
Bid Award (City Council Meeting)	June 7, 2021
Notice of Award & Contract Documents	June 8, 2021
Notice to Proceed & Pre-Construction Conference	July 2021
Commence Construction	July/August 2021
Substantial Complete Construction	July/August 2021
Final Complete Construction	July/August 2021

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, environmental investigations, boundary survey, certified survey map, subdivision plat map, easement documents, title search, land acquisition, street and highway right-of-way map, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, flood plain studies and determination, traffic impact analysis and report, railroad permitting or coordination, construction or drainage easements, WIDOT Trans 233 permits and approval request, and historical site studies and investigations are not included as part of this proposal.

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered monthly. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one to our office by mail, email or fax.

Sincerely,

CEDAR CORPORATION



Brian Chapman
Project Manager



Russ Kiviniemi, P.E.
Principal

Accepted this _____ day of _____, 2021

By: _____
Dan Grady, City Administrator

By: _____
Lori Voss, Mayor

Contractor's Application For Payment No. 6

To (Owner): City of Abbotsford	Application Period: 10/23/20 - 11/24/20	Application Date: 11/24/20
Project: Abbotsford Industrial Park Extension	From (Contractor): Haas Sons, Inc.	Notice to Proceed Date: 5/28/20
	Contract:	Via (Engineer): MSA Professional Services, Inc.
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 07681040

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$1,000.00	
2		
3		
TOTALS	\$1,000.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$1,000.00

1. ORIGINAL CONTRACT PRICE	\$ <u>755,506.71</u>
2. Net change by Change Orders	\$ <u>1,000.00</u>
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ <u>756,506.71</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)	\$ <u>637,581.88</u>
5. RETAINAGE:	
a. <u>2.5</u> % x \$ _____ Work Completed	\$ <u>18,912.67</u>
b. <u>0</u> % x \$ _____ Stored Material	\$ <u>0.00</u>
c. Total Retainage (Line 5a + Line 5b)	\$ <u>18,912.67</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ <u>618,669.21</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ <u>598,097.96</u>
8. AMOUNT DUE THIS APPLICATION	\$ <u>20,571.25</u>

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____	Date: _____
-----------	-------------

Payment of:	<u>\$20,571.25</u>	
	(Line 8 or other - attach explanation of other amount)	
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	<u>\$20,571.25</u>	
	(Line 8 or other - attach explanation of other amount)	
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

EJCDC No. C-620 (2007 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

Project: Abbotsford Industrial Park Extension					Application Number: 4							
					Application Date: 9/25/20							
A		B1			B2	C	D	E	F	G	H	I
Item		Bid	Unit	Unit	Bid	Work Completed			Materials Pres. Stored	Tot. Completed & Stored to Date		Balance to Finish
Bid Item #	Description	Qty		Price	Value	From Prev. Application	Qty this Period	Value this Application	not in C or I	\$ (C*B1 + E + F)	% (G / B)	(B - G)
	Base Bid											
1	Mobilization, Bonds and Insurance	1	LS	\$25,825.00	\$25,825.00	0.75		\$0.00		\$19,368.75	75%	\$6,456.25
2	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	1.00		\$0.00		\$5,000.00	100%	\$0.00
3	Traffic Control	1	LS	\$5,550.00	\$5,550.00	1.00		\$0.00		\$5,550.00	100%	\$0.00
4	Temporary Concrete Barrier	230	LF	\$20.00	\$4,600.00	240.00		\$0.00		\$4,800.00	104%	-\$200.00
5	Silt Fence	3,000	LF	\$2.67	\$8,010.00	3,128.00		\$0.00		\$8,351.76	104%	-\$341.76
6	Sediment Log Ditch Check	20	LF	\$7.11	\$142.20			\$0.00		\$0.00	0%	\$142.20
7	Rip Rap Medium	80	CY	\$20.00	\$1,600.00	80.00		\$0.00		\$1,600.00	100%	\$0.00
8	Erosion Mat Class I Type A	11,000	SY	\$1.00	\$11,000.00			\$0.00		\$0.00	0%	\$11,000.00
9	Culvert Pipe Check	3	EA	\$1.00	\$3.00			\$0.00		\$0.00	0%	\$3.00
10	Inlet Protection	10	EA	\$1.35	\$13.50	2.00		\$0.00		\$2.70	20%	\$10.80
11	Erosion and Sedimentation Control	1	LS	\$2,000.00	\$2,000.00	0.50		\$0.00		\$1,000.00	50%	\$1,000.00
12	Concrete Quality Control	1	LS	\$500.00	\$500.00	1.00		\$0.00		\$500.00	100%	\$0.00
13	Site Maintenance and Restoration	1	LS	\$26,000.00	\$26,000.00			\$0.00		\$0.00	0%	\$26,000.00
14	Dewatering	1	LS	\$0.01	\$0.01	1.00		\$0.00		\$0.01	100%	\$0.00
15	Rail Road Insurance, Permit and Utility Locate	1	LS	\$20,000.00	\$20,000.00	1.00		\$0.00		\$20,000.00	100%	\$0.00
16	Rail Road Flagging Allowance - Days 15	15	DAYS	\$1,300.00	\$19,500.00	4.00		\$0.00		\$5,200.00	27%	\$14,300.00
17	Bore/Jack 24-Inch Steel Casing	137	LF	\$494.00	\$67,678.00	137.00		\$0.00		\$67,678.00	100%	\$0.00
18	6-Inch PVC Water Main	80	LF	\$40.00	\$3,200.00	73.50		\$0.00		\$2,940.00	92%	\$260.00
19	8-inch PVC Water Main	980	LF	\$45.00	\$44,100.00	975.00		\$0.00		\$43,875.00	99%	\$225.00
20	6-Inch Gate Valve & Box	4	EA	\$1,600.00	\$6,400.00	4.00		\$0.00		\$6,400.00	100%	\$0.00
21	8-Inch Gate Valve & Box	3	EA	\$2,025.00	\$6,075.00	3.00		\$0.00		\$6,075.00	100%	\$0.00
22	8" x 6" TEE	4	EA	\$700.00	\$2,800.00	4.00		\$0.00		\$2,800.00	100%	\$0.00
23	8" x 8" TEE	1	EA	\$760.00	\$760.00	1.00		\$0.00		\$760.00	100%	\$0.00
24	8-Inch 45 Degree Bend	2	EA	\$575.00	\$1,150.00	2.00		\$0.00		\$1,150.00	100%	\$0.00
25	8-Inch 22.5 Degree Bend	2	EA	\$570.00	\$1,140.00	3.00		\$0.00		\$1,710.00	150%	-\$570.00
26	8-Inch 11.25 Degree Bend	2	EA	\$560.00	\$1,120.00	1.00		\$0.00		\$560.00	50%	\$560.00
27	6" CAP	2	EA	\$200.00	\$400.00	2.00		\$0.00		\$400.00	100%	\$0.00
28	Hydrant Complete	2	EA	\$4,075.00	\$8,150.00	2.00		\$0.00		\$8,150.00	100%	\$0.00
29	Remove, Salvage and Reinstall Pipe/ Hydrant	1	EA	\$1,325.00	\$1,325.00			\$0.00		\$0.00	0%	\$1,325.00
30	1-Inch Corp., Tap, Curb Stop & Box	1	EA	\$400.00	\$400.00	1.00		\$0.00		\$400.00	100%	\$0.00
31	2-Inch Corp., Tap, Curb Stop & Box	2	EA	\$950.00	\$1,900.00	2.00		\$0.00		\$1,900.00	100%	\$0.00
32	1-Inch HDPE Water Service	50	LF	\$31.00	\$1,550.00	48.00		\$0.00		\$1,488.00	96%	\$62.00
33	2-Inch HDPE Water Service	50	LF	\$32.00	\$1,600.00	55.00		\$0.00		\$1,760.00	110%	-\$160.00
34	Connect to Existing Water Main	2	EA	\$3,275.00	\$6,550.00			\$0.00		\$0.00	0%	\$6,550.00
35	Bore/Jack 24-Inch Steel Casing	156	LF	\$525.00	\$81,900.00	156.00		\$0.00		\$81,900.00	100%	\$0.00
36	8-Inch PVC Sanitary Sewer	1,120	LF	\$54.00	\$60,480.00	1,115.00		\$0.00		\$60,210.00	100%	\$270.00
37	4-Foot Diameter Sanitary Manhole	5	EA	\$5,480.00	\$27,400.00	5.00		\$0.00		\$27,400.00	100%	\$0.00
38	Connect to Existing Sanitary Sewer	2	EA	\$3,075.00	\$6,150.00	2.00		\$0.00		\$6,150.00	100%	\$0.00
39	6-Inch PVC Sanitary Lateral	160	LF	\$32.25	\$5,160.00	129.00		\$0.00		\$4,160.25	81%	\$999.75
40	8-Inch x 6-Inch Sewer Wye	3	EA	\$225.00	\$675.00	3.00		\$0.00		\$675.00	100%	\$0.00

Item		Bid	Unit	Unit	Bid	Work Completed			Materials Pres. Stored	Tot. Completed & Stored to Date		Balance to Finish
Bid Item #	Description	Qty		Price	Value	From Prev. Application	Qty this Period	Value this Application	not in C or I	\$ (C*B1 + E + F)	% (G / B)	(B - G)
41	12-Inch PP (Polypropylene) Pipe	560	LF	\$37.00	\$20,720.00	441.00		\$0.00		\$16,317.00	79%	\$4,403.00
42	12-Inch Galvanized Steel Endwall	6	EA	\$225.00	\$1,350.00	3.00		\$0.00		\$675.00	50%	\$675.00
43	18 -Inch PP Pipe	64	LF	\$44.25	\$2,832.00	32.00		\$0.00		\$1,416.00	50%	\$1,416.00
44	24-Inch PP Pipe	64	LF	\$52.75	\$3,376.00	28.00		\$0.00		\$1,477.00	44%	\$1,899.00
45	18-Inch Galvanized Steel Endwall	2	EA	\$225.00	\$450.00	1.00		\$0.00		\$225.00	50%	\$225.00
46	24-Inch Galvanized Steel Endwall	2	EA	\$275.00	\$550.00	1.00		\$0.00		\$275.00	50%	\$275.00
47	48-Inch RCP (Remove, Salvage and Reinstall	55	LF	\$135.00	\$7,425.00	22.00		\$0.00		\$2,970.00	40%	\$4,455.00
48	Stormwater Pond	1	EA	\$60,500.00	\$60,500.00	1.00		\$0.00		\$60,500.00	100%	\$0.00
49	Box Weir Outlet Structure w/Grate	2	EA	\$5,900.00	\$11,800.00	2.00		\$0.00		\$11,800.00	100%	\$0.00
50	Connect to Existing Storm Sewer	2	EA	\$1,500.00	\$3,000.00	2.00		\$0.00		\$3,000.00	100%	\$0.00
51	Nyloplast 2-Ft x 3-Ft Curb Inlet (24-Inch)	6	EA	\$2,625.00	\$15,750.00	6.00		\$0.00		\$15,750.00	100%	\$0.00
52	Excavation Common	1	LS	\$8,000.00	\$8,000.00	1.00		\$0.00		\$8,000.00	100%	\$0.00
53	Rock Excavation	20	CY	\$0.01	\$0.20			\$0.00		\$0.00	0%	\$0.20
54	Excavation Below Subgrade (EBS)	50	CY	\$10.00	\$500.00			\$0.00		\$0.00	0%	\$500.00
55	Imported Granular Backfill	100	CY	\$11.90	\$1,190.00			\$0.00		\$0.00	0%	\$1,190.00
56	Select Crush Material (12-Inch Depth)	2,010	SY	\$8.67	\$17,426.70	2,000.00		\$0.00		\$17,340.00	100%	\$86.70
57	Select Crush Material (18-Inch Depth)	510	SY	\$14.00	\$7,140.00	370.00		\$0.00		\$5,180.00	73%	\$1,960.00
58	Base Aggregate Dense -1 1/4 Inch	2,610	SY	\$6.45	\$16,834.50	2,570.00		\$0.00		\$16,576.50	98%	\$258.00
59	4-Inch Asphalt Pavement (2 Lifts)	1,710	SY	\$23.51	\$40,202.10		875	\$20,571.25		\$20,571.25	51%	\$19,630.85
60	6-Inch Asphalt Pavement (3 Lifts) (STH 13)	450	SY	\$39.23	\$17,653.50	442.00		\$0.00		\$17,339.66	98%	\$313.84
61	30-Inch Curb and Gutter, Type HM	820	LF	\$18.00	\$14,760.00	729.00		\$0.00		\$13,122.00	89%	\$1,638.00
62	30-Inch Curb and Gutter, Type D (STH 13)	130	LF	\$28.00	\$3,640.00	93.00		\$0.00		\$2,604.00	72%	\$1,036.00
63	4-Inch Concrete Sidewalk w/ 6-Inch Base	310	SF	\$7.00	\$2,170.00	390.00		\$0.00		\$2,730.00	126%	-\$560.00
64	6-Inch Concrete Driveway w/Base	220	SF	\$7.50	\$1,650.00	125.00		\$0.00		\$937.50	57%	\$712.50
65	Base Aggregate Driveway (12-Inch Depth)	500	SY	\$8.67	\$4,335.00	450.00		\$0.00		\$3,901.50	90%	\$433.50
66	6-Inch HDPE Underdrain	900	LF	\$10.00	\$9,000.00	900.00		\$0.00		\$9,000.00	100%	\$0.00
67	Geogrid (STH 13)	510	SY	\$3.00	\$1,530.00	370.00		\$0.00		\$1,110.00	73%	\$420.00
68	Geotextile Fabric Type SAS	2,200	SY	\$1.75	\$3,850.00	2,200.00		\$0.00		\$3,850.00	100%	\$0.00
69	2x2-Inch x 12 foot Posts Tubular Steel	8	EA	\$205.00	\$1,640.00			\$0.00		\$0.00	0%	\$1,640.00
70	Pavement Marking 4-Inch Epoxy	1,700	LF	\$0.65	\$1,105.00			\$0.00		\$0.00	0%	\$1,105.00
71	Pavement Marking Stop Line 18-Inch	80	LF	\$16.50	\$1,320.00			\$0.00		\$0.00	0%	\$1,320.00
72	Crosswalk Epoxy 6-inch	200	LF	\$10.25	\$2,050.00			\$0.00		\$0.00	0%	\$2,050.00
73	Pavement Marking Railroad Crossing Epoxy	2	EA	\$850.00	\$1,700.00			\$0.00		\$0.00	0%	\$1,700.00
74	Signs, HIPRR	75	SF	\$30.00	\$2,250.00			\$0.00		\$0.00	0%	\$2,250.00
CO#1	CHANGE ORDERS/ EXTRAS 8" Watermain Live Tap	1	EA	\$1,000.00	\$1,000.00	1.00		\$0.00		\$1,000.00	100%	\$0.00
	TOTAL				\$756,506.71			\$20,571.25	\$0.00	\$637,581.88		\$118,924.83









City of

ABBOTSFORD

Wisconsin's First City

P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405

Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbottsford.wi.us

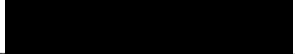
APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

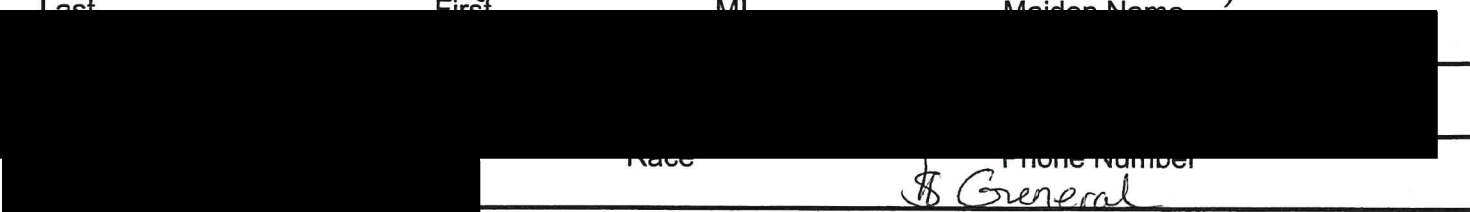
Provisional License X Fee \$15.00 **City of Abbotsford**

Original License X Fee \$25.00 **PO Box 589**

Renewal License _____ Fee \$25.00 **Abbottsford, WI 54405**

I, the undersigned, do hereby make application to the local governing body of the City of Abbotsford, Wisconsin for a license to serve, from **June 30, 2020 to June 30, 2021** inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations; federal, state or local, affecting the sale of such beverages and liquors if a license be granted to me.

Kralcik Angela S 
Last First MI Maiden Name



Social Security Number

Business License will be used

Have you been convicted of any felony or of violating any law of the State of Wisconsin or of the United States?

Yes Date of Conviction (If Any) _____
 No Nature of Offense _____

Being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.


Applicant's Signature

Received: 3, 12, 21 Added to Council Agenda: / / Approved: / /



APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

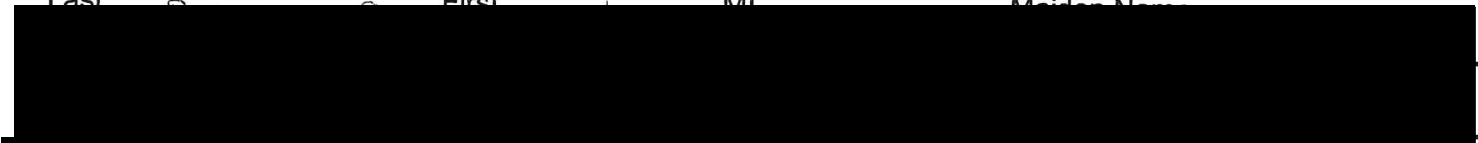
Provisional License X Fee \$15.00 City of Abbotsford

Original License 25.00 Fee \$25.00 PO Box 589

Renewal License _____ Fee \$25.00 Abbotsford, WI 54405

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Scarcello Heidi M.
Last First MI Maiden Name

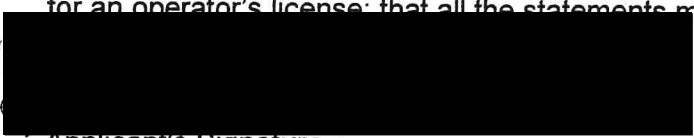


Sex Race Phone Number La Veracruzana Fiesta Ballroom
Social Security Number Business License will be used

Have you been convicted of any felony or of violating any law of the State of Wisconsin or of the United States?

Yes No Date of Conviction (If Any) Nature of Offense

Being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.



Applicant's Signature

Received: 3, 3, 21 Added to Council Agenda: / / Approved: / /

pd 40 3/3/21
1113
55



APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

Provisional License [X] Fee \$15.00 City of Abbotsford
Original License [X] Fee \$25.00 PO Box 589
Renewal License _____ Fee \$25.00 Abbotsford, WI 54405

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White Trinity Ann
Last First Middle Initial
[Redacted]
[Redacted] Phone Number
[Redacted] Fat Boys Bar + grill
Social Security Number Business License will be used

Have you been convicted of any felony or of violating any law of the State of Wisconsin or of the United States?
[] Yes Date of Conviction (If Any) _____
[X] No Nature of Offense _____

Being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

[Redacted Signature]
Applicant's Signature

Received: ___ / ___ / ___ Added to Council Agenda: ___ / ___ / ___ Approved: ___ / ___ / ___