

# City of Abbotsford

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

City Hall (715) 223-3444

Fax (715) 223-8891

## AGENDA FOR THE COUNCIL MEETING TO BE HELD

**Wednesday, September 6, at 6:00 P.M.**

IN THE COUNCIL CHAMBERS OF THE ABBOTSFORD CITY HALL

203 NORTH FIRST STREET, ABBOTSFORD WI

**All items listed will be brought before the Abbotsford City Council for discussion and possible approval.**

1. Call the Regular Meeting to Order
  - a. Meeting Posted According to State Statutes
  - b. Roll Call
  - c. Pledge of Allegiance
2. Comments by the Mayor
3. Comments by the City Administrator
4. Comments by the Public- 2 Minute Time Limit
5. Minutes from the City Council Meeting held August 16, 2023
  - a. Waive the reading and approve/disapprove the minutes (pgs. 2-4)
6. Fire Department Update
7. Approve/Disapprove 2024 Budget for Central Fire & EMS (pgs. 5-7)
8. Library Update (pgs. 8-11)
9. Public Works Update
10. Discussion: Electronic Speed Signs (pgs. 12-13)
11. Approve/Disapprove Accepting Bids for Crushing Concrete at Landfill
12. Approve/Disapprove Replacing Asphalt at City Garage (pg. 14)
13. Approve/Disapprove Engineering Proposals for Spruce Street Driveway Access (pgs. 15-18)
14. Approve/Disapprove Change Order for the Linden Street Reconstruction Project
15. MSA Update (pgs. 19-21)
16. Approve/Disapprove Pay Application No.4-Final for Francis Melvin, Inc for the 2022 Butternut Street Reconstruction Project (pg. 22)
17. Approve/Disapprove MSA Amendment for Adding 100 feet of Design on Cedar Street (pgs. 23-25)
18. Approve/Disapprove TIF Incentive for Abbotsford Northside Apartments, LLC.
19. Approve/Disapprove Developer's Agreement with Abbotsford Northside Apartments, LLC. (pgs. 26-37)
20. Approve/Disapprove CSM for Swamp Buck Drive (pgs. 38-40)
21. Approve/Disapprove Further Actions Regarding 200 N. Fourth Street.
22. Water/Sewer Update
23. Approve/Disapprove Change Order #4 for CTW Corporation for Installing a Larger Pump for the Well Reconditioning Project (pgs. 41-42)
24. Next Meeting Dates- Wednesday, September 20, 2023 & Monday, October 2, 2023
25. Future Agenda Items-No Action Will Be Taken
26. Adjourn

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

# **Minutes from the Abbotsford City Council Meeting held Wednesday, August 16, 2023, in the Abbotsford City Hall Council Chambers.**

Mayor Weix called the regular meeting to order at 6:00 PM.

Meeting was Posted According to State Statutes

**Roll Call:** Nixdorf, Flink, Diedrich, Read, Zeiset, Weideman, Espino. Absent: Rachu

**Pledge of Allegiance** – Held

**Others Present:** Administrator Soyk, DPW Stuttgen, Neal Hogden (Tribune Phonograph), Dan Borchardt (MSA Eng.)

**Comments by the Mayor** – Mayor Weix stated that the school district held the ribbon cutting ceremony for the new FEMA addition and it went well.

**Comments by the City Administrator-** None.

**Comments by the Public-** None.

**Minutes from the City Council Meeting held Monday, August 7, 2023-** Motion to approve by *Diedrich/Flink. Unanimous.*

**Police Department Update-** Alder Diedrich stated that the police commission approved the current bills in the amount of \$18,658.98. Chief Bauer is hoping the new police vehicle arrives before winter. Abbotsford and Colby school districts are discussing having their own resource officer. Right now, Officer Leichtnam splits his time between the districts.

**Public Works Update-** DPW Stuttgen stated that all the street projects are near completion. This year the city paved Elderberry Rd, Cedar St, Linden St, and 7<sup>th</sup> Street. Alderman Flink asked DPW Stuttgen if he knew the cost of an electric speed sign. Stuttgen stated that he did not know but he would look into how much they cost.

**Approve/Disapprove Purchasing Flashing Beacons for Hemlock Street-** Mayor Weix stated that crossing guard Rick Rannow has retired, and this would replace the crossing guard position. DPW Stuttgen stated that these will be on a timer, so kids don't have to push any button. Motion to approve purchasing flashing beacons in the amount of \$2,196.23 by *Nixdorf/ Diedrich. Unanimous.*

**Approve/Disapprove Professional Services Agreement with MSA Engineering for the Swampbuck Drive Extension-** Dan Borchardt from MSA Engineering stated that this road extension is for the new apartment buildings off Swampbuck Drive. The agreement includes detailed plans and specs, obtaining all permits needed, bidding, construction administration, and construction staking. Administrator Soyk stated that we will be over budget in the TIF with this project. Motion to approve by *Weideman/Read. Unanimous.*

**Discussion: Current Raze Orders, Next Steps, and Future Raze Orders-** Administrator Soyk recommended that the city hires a building inspector to issue raze orders. Soyk stated that the city council and/or their designees could issue raze orders, but he would be more comfortable having a licensed building inspector inspect the homes and give a recommendation to the council. DPW

Stuttgen stated that it would be nice to have an independent building inspector issue the raze orders, so it doesn't look like the city is singling anyone out. Administrator Soyk stated that there are two different raze orders. There is a raze or repair order and a raze and remove order. If the repairs to the building are more than 50 percent of the assessed value, we can order a raze and remove order. Soyk stated that he will look for a building inspector to issue raze orders.

**Water & Sewer Update-** Water/Wastewater Manager Soyk stated that the plan is to chlorinate the water tower tomorrow, fill it over the weekend, and take samples next week. They should be done with all the painting today. CTW is test pumping well 18. Well 18 was producing 50-55 gallons per minute. They put a bigger pump in the well and it increased to 100 gallons per minute with the water level only dropping 9 ft. Soyk said that he accepted the quote from B & M Technical Service, Inc. for the lift station pump in the amount of \$21,859.25.

**Approve/Disapprove Change Order #3 for the Elevated Water Reservoir Rehabilitation Project-** Water/Wastewater Manager Soyk stated that when they started fabricating the tower, they found several brackets that needed to be installed for the coax cables. They installed a climb assist/anchor on top of the water tower, and there were several deep pits on the inside of the tower that needed to be filled in. The total for the change order was \$3,075. Soyk said that he approved the change order while the welders were at the site. Motion to approve by *Zeiset/Diedrich. Unanimous.*

**Approve/Disapprove Pay Application #2 for Viking Painting LLC, for the Elevated Water Reservoir Rehabilitation Project-** Water/Wastewater Manager Soyk stated that everything is done except the lawn restoration. Motion to approve by *Diedrich/ Nixdorf. Unanimous.*

**Approve/Disapprove Current Bills in the Amount of \$2,875,117.99-** Mayor Weix stated that the total includes the \$1,000,000 for the certificate of deposit and \$1,000,000 for the money market account. Alder Diedrich stated that there might be some potential savings by switching the Adobe subscription to yearly instead of monthly. Soyk stated that he will look into it. Motion to approve by *Weideman/Zeiset. Unanimous.*

**YTD Financials-** The council reviewed the year-to-date financials. DPW Stuttgen stated that the Public Works-Plan, Maintenance, and Operations budget only has 10% remaining because he had to replace three light poles that were hit by vehicles over the winter. One person had insurance that will reimburse the city and the other two are making payments towards it.

**City Bank Account Balances & Debt-** The council reviewed the city bank account balances and debt.

**Discuss/recommend convening to closed session pursuant to State Statute 19.85 (1) (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 for the purpose of discussing funding for the Colby/Abbotsford Police Department-** Motion to convene into closed session by *Diedrich/ Nixdorf*

**Roll Call:** Nixdorf, Flink, Diedrich, Read, Zeiset, Weideman, Espino

Motion to convene into open session by *Zeiset/Diedrich.*

**Roll Call:** Nixdorf, Flink, Diedrich, Read, Zeiset, Weideman, Espino

**Discuss/recommend items if any from closed session-** None.

**Next Meeting Dates-Wednesday, September 6, 2023 & Wednesday, September 20, 2023**

**Future Agenda Items-No Action Will Be Taken-** Cost of electronic speed signs.

**Adjourn-** Motion to adjourn by *Diedrich/ Nixdorf*. The city council adjourned at 7:00 PM.

Account description	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2023 Budget	2024 Proposed Budget
FIRE & EMS FEE-ABBOTSFORD	103274.4	77612.17	85618.39	67788.84	90385.11	89177.56
FIRE & EMS FEE-COLBY	63551.06	44737.76	49187.27	40372.56	53830.07	53493.56
FIRE & EMS FEE-DORCHESTER	37578.6	26308.56	21043.52	29656.26	30189	31304.60
FIRE & EMS FEE-TOWN OF COLBY	33741.85	23031.43	25407.15	21920.61	29227.47	31304.60
FIRE & EMS FEE-TOWN OF HULL	46289.41	32891.39	35796.12	27329.79	36439.73	39771.44
FIRE & EMS FEE-TOWN OF HOLTON	42203.34	28992.26	31752.08	24132.81	32177.06	36884.28
FIRE & EMS FEE-TOWN MAYVILLE	32783.51	41204.27	34448.62	19200.78	38401.56	42496.40
CONTRACTED SERVICE FEES	17000	18000	18000	9500	19000	19000.00
FIRE PROTECTION-2% INS TAX	23190.09	24484.14	18238.1	15481.15	20000	20000.00
EMS-FEES FOR SERVICE	293089.03	373819.69	422605.54	249719.98	300000	300000.00
FIRE-FEES FOR SERVICE	29607.21	30067.34	30520.45	9610.17	16000	16000.00
REVENUES FROM PREVIOUS BUDGETS	0	0	0	0	0	20000.00
<b>TOTAL REVENUE</b>						<b>699432.44</b>
SALE OF EQUIPMENT	10000	130	28054	0	0	0
INTEREST	4305.78	1222.63	2334.08	7550.19	0	0
DONATION REVENUES	3825.47	6324	22190	3118.35	0	0
RENT	0	0	0	0	0	0
EMS REVENUE OUTSIDE LIFEQUEST	0	0	0	986	0	0
FUNDRAISING REVENUES	0	0	8338	124	0	0
MISCELLANEOUS REVENUES	5923.11	14688.19	6321.96	11631.96	0	0
GRANT REVENUES	13833.91	1000	76707.53	63372.61	0	0
SALARIES-DISTRICT CHIEF	8000	11330	16100	9182	16800	16800
SALARIES-FIRE	84462	109923.3	120188	66623	110000	110000
SALARIES-EMS	149238.85	148778.75	188722	123821	200000	200000
SALAREIS-ADMIN/BOARD	9175	9375	2795	1175	11000	11000
SALARIES-DUTY CREW	0	0	0	0	0	0
UNEMPLOYMENT PAID	660.65	148.36	867.46	0	0	0
SOCIAL SECURITY-DISTRICT SHARE	19192.72	21375.23	25077.29	15361.28	25000	25000
LENGTH OF SERVICE AWARD	13185	13185	11580	15000	15000	15000
LEGAL	0	0	0	0	500	500
ACCOUNTING/SECRETARIAL SERVICE	6000	5000	7000	4000	6000	6000
GRANT WRITING/PLANNING	0	0	0	0	0	0
INSURANCE PREMIUMS	28945.4	30893.58	23963	19103.45	20000	20000

Account description	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2023 Budget	2024 Proposed Budget
VEHICLE MAINTENANCE-FIRE	21235.16	16494.8	40142.49	12959.29	22500	22500
VEHICLE MAINTENANCE-EMS	10033.26	22882.11	23284.04	16990.2	10000	10000
EQUIPMENT MAINTENANCE-FIRE	6775.12	8010.03	7834.4	5421.26	10000	10000
EQUIPMENT MAINTENANCE-EMS	178.2	1936.78	1604.47	4021.12	8000	8000
APPARATUS TESTING/CERT.	6105	3145.18	4307.06	2777.14	7500	7500
PAGER/RADIOS	10114.48	8046.74	4956.75	18183.06	7500	7500
BUILDING MAINTENANCE/SUPPLIES	1012.83	1756.86	1538.84	605.6	2500	2500
PHONE & INTERNET	9455.2	10979.09	9401.61	6319.36	12000	12000
ELECTRIC	13932.48	13806.51	15775.46	9651.7	17000	17000
HEAT	5910.66	6511.92	9638.97	6593.8	12000	12000
WATER	4019.02	4296.03	4742.24	2856.36	5000	5000
WATER/TRUCK FILL	452.5	1098.2	0	0	750	0
RENT	3000	3000	2000	2000	4500	3000
OFFICE EXPENSE	4883.29	4930.03	5371.53	1421.88	2000	2000
OFFICE EXPENSE-FIRE	0	0	0	0	0	0
OFFICE EXPENSE-EMS	3428	1888.33	334	367.16	2000	2000
MEETING EXPENSE	418.78	588.68	173.91	0	1000	1000
DUES & SUBSCRIPTIONS	2768	3000	4292.95	700	1000	1000
COMPUTER EXPENSE	2514.76	1699.46	1921.67	25	2000	4000
PRINTER/COPIER	1493.61	1600.43	776.82	0	1600	1600
MISCELLANEOUS EXPENSE	617.32	3867.05	2834.43	2094.89	1000	2000
ADVERTISING/PROMOTIONS	957.12	532.56	225	0	500	500
CLOTHING/UNIFORMS-FIRE	1605.75	78.64	791.6	0	1000	1000
CLOTHING/UNIFORMS-EMS	410.75	0	466.6	107	1000	1000
MILEAGE REIMBURSEMENT	118.8	0	0	0	500	500
TRAINING & EDUCATION-FIRE	499.7	2323.67	2259.89	107	4000	4000
TRAINING & EDUCATION-EMS	2748.37	4011.96	4838.08	3438.45	15000	11000
AMBULANCE SUPPLIES	18284.37	16121.01	18912.61	13036.37	19000	20000
EQUIPMENT PURCHASES-FIRE	3150.08	3213.85	48960.99	4082.72	5000	5000
EQUIPMENT PURCHASES-EMS	32066.13	29728.54	4213.14	5467.74	5000	7500
TURN OUT GEAR	20285	16287.5	9670.95	15145	25000	32000
FIRE SUPPLIES-FOAM	0	0	1230	0	1500	1500
FIRE SUPPLIES	402.71	0	319.7	0	1000	1000

Account description	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2023 Budget	2024 Proposed Budget
HAZ MAT MATERIALS	0	0	80	0	500	500
FUEL-VEHICLES	13059.82	22955.59	26796.06	13853.55	27500	29000
FUNDRAISING EXPENSES	0	0	4526.33	0	0	0
VEHICLE PURCHASE	0	0	339	89126.5	0	0
CAPITAL EQUIPMENT PURCHASES	0	453293	6845	0	50000	50000
CONTINGENCY FUND	0	0	0	0	0	0
<b>TOTAL EXPENSES</b>						699400

## ABBOTSFORD PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

[www.abbotsfordpl.org](http://www.abbotsfordpl.org)

### REGULAR MONTHLY MEETING: Meeting /Aug 16th 2023 / 5:00 PM

#### ATTENDEES:

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

**Call to order:** 5:01 pm

**Reading of the minutes from previous meeting:** Read, Dukelow moved to approve, Giffin seconded. Motion Passed.

#### Public Comment:

#### Old Business:

- Hiring update: the director hired Lita Landwehr. The library had 8 applicants for the position. The library chose to interview 5 of the 8. Of these interviews, all would have made good or great hires. The director stated it was very hard decision to make, as there was more than one good candidate. Landwehr has volunteered with the library, is part of the library book club, has worked with the Abbotsford School PTO, and just last year did a long-term sub with the Abbotsford School 4K class.
- Wayfinding Sign: The library will re-inquire with City Hall about the process of adding a sign on North Highway 13 that points to the Library/City Hall on the intersection of East Birch.
- Kindness Rocks 150<sup>th</sup> project: The library will have one summer school class help paint the rocks and will hold community paint days to get 150 kindness rocks ready to be hide in October. Board members were asked to help hide the rocks when the time comes. The director will send out donation request letters to bring in prizes for those who find the rocks.
- Permission to post year books on the library's website has been granted by the School Super Intendent. The library will work on converting the scanned yearbooks to text searchable format and adding them to the site. To view the site in progress visit: <https://abbotsfordpl.org/history-resources/>

#### New Business

- Story time is back: There will be a flyer going to the new program at the school for 3-year-olds.
- New Computers: The library had three public computer that needed replacement. The library chose to replace only two and remove one of the public computers. Usage of public computers is down and equipment budget was already used to pay for the new book drop. Next year the library will be replacing staff computers.
- Donations for Oct. Rocks.
  - Tombstone Pizza will be donating 48 pizzas.
  - Board members will help hid rocks.
  - Article will be sent to paper before October.
- Holiday Party: Wednesday, Nov. 29<sup>th</sup>.
  - Poinsettias need to be pre-ordered before August. Dukelow forwarded the library the order form and the library's poinsettias are ordered.
  - Time will be changed to 6:00pm.
  - Start looking for holiday party demonstrators.
    - Lisa Thompson: Soap? Espino will contact.
    - Jessie: Clay/Hoop. Hinrichsen will help her daughter demonstrate.
    - One more presenter is needed.

#### Treasurer's Report:

- 60% of Budget Spent: Suttner moved to approve, Bittner seconded. Motion Passed.

##### Bank Account Balances:

- **July 2023:** Forward: \$42,328.12, Forward Retirement: \$602.30, Nicolet: \$49,233.26
- **June 2023:** Forward: \$42,117.35, Forward Retirement: \$602.12, Nicolet: \$46,334.56
- **May 2023:** Forward: \$42,306.96, Forward Retirement: \$601.94, Nicolet: \$51,341.32

#### Circulation Report:

- Total Circulation:



- **July: 1723**

Year to Date: June: 1725 May 1809 April: 1617 March: 1703 Feb: 1902 Jan: 1652 Dec: 1774 Nov: 2021  
Sept: 1812 Aug 1,789 July: 1857 June: 1807

- Past Circ Monthly comparison: July 2022: 1857 July 2021: 1915 July 2020: 2,147 July 2019: 2,852 July 2018: 2,870 July 2017: 2,571 July 2016: 2923 Jul 2015: 2467 Jul 2014: 2637

- Circulation Break-down: Books: 1101, DVD: 174, Spoken Record: 32, Large Print: 66, Magazines: 35, Other: 23

**Other Usage Report:**

- Wireless Sessions: **July: 209** June: 316 May: 195 April: 152 March: 149 Feb: 113 Jan: 117 Dec:128 Nov:154 Oct:205 Sept:144 Aug: 120 July: 140 June: 200 May: 88
- Overdrive E-material Checkout: **July 205** June: 161 May: 138 April: 178 March: 252 Feb: 199 Jan: no data Dec:222 Nov:208 Oct:183 Sept:194 Aug: 181 July: 201 June: 164 May: 176
- Website Visits: **July: 394** June: 288 May: 242 April: 276 March: 296 Feb: 266 Jan: 318 Dec:318 Nov:300 Oct:755 Sept: 419 Aug: 449 July: 302 June: 269 May: 236
- Public Computer Uses in **July: 118** June: 109 May: 125 April: 113 March: 123 Feb: 110 Jan: 83 Dec:90 Nov:110 Oct:92 Sept:131 Aug: 137 July: 110 June: 172 May: 120
- Monthly Reference:
  - **July: 67** June: 54 May: 41 April: 52 March: 51 Feb:47 Jan:49 Dec:41 Nov:66 Oct:68 Sept: 78 Aug: 86 July: 32 June: 49 May: 66 April: 98 March: 85
- Patron Count:
  - **July:1063** June: 1077 May: 1136 April: 791 March: 972 Feb:739 Jan:713 Dec:618 Nov:812 Oct:716 Sept:663 Aug: 898 July: 936 June: 906 May: 742 April:829 March: 737

**Policy Review:** Volunteer Policy/Website Page. Giffin moved to approve, Suttner seconded. Motion passed.

**WVLS Report:** Gale Course discontinued due to lack of use and rising costs.

**Director Report**

- **Community volunteers**
  - Aug: 1000 books before kindergarten
    - The library used the Teacher volunteers to help with kindness rock painting and to replace the 1000 Books Before Kindergarten wall. The library is revamping the program with the help of a donation from a community member. A. Teska. The new theme is "All Aboard the Reading Train!".
  - Oct volunteers from bank: Director is thinking of creating a Middle school fiction collection by shifting Ya over a shelf and condensing adult nonfiction.
    - Couch for teen area?
- Last Month Program Count:
  - July: Monthly Program total: 20 programs, 273 attendance
- Future/Current Programs Overview: (see newsletter)

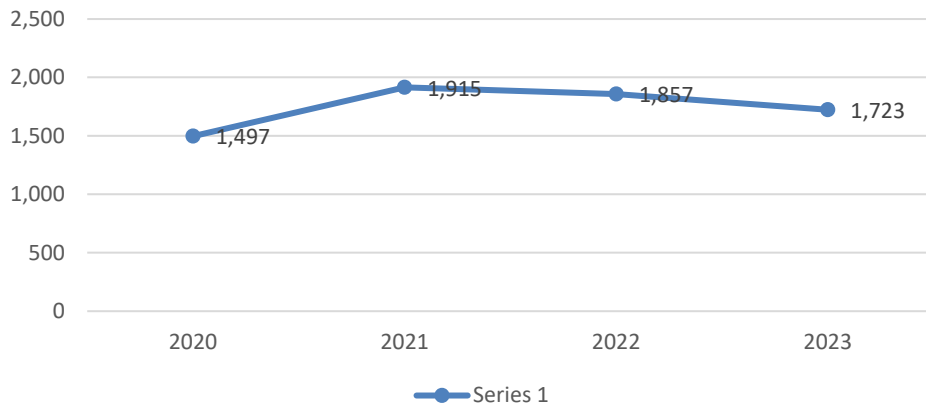
**Staffing/Operating Issues:**

Staffing covered in new business

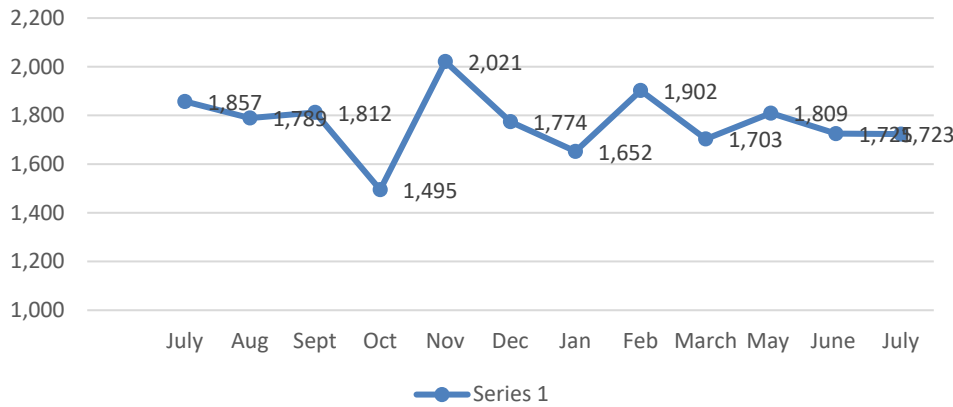
**Next meeting:** R. H. cannot make, check other dates if needed.

Wed. Sept. 21<sup>st</sup> at 5:00pm

### Circulation Report: of July 2020-2023



### Circulation Report:Year to Date



Date	Time	Duration	Local Event Name	Target Audience: Young Child (0-5), Child (6-11), Young Adult (12-18), Adult (19+), General Interest (all ages)	Group Attending (program) or Individual Participants (self-directed activity)	Format: In-person; Live, virtual; or Pre-recorded	If group attending, then number of attendees	If self-directed, then number of individual participants
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7/5/2023	by sign-up	1 hour	Train Puzzle/ Escape room	Adult (19+)	Group attending	In-person		3
7/5/2023	by sign-up	1 hour	Train Puzzle/ Escape room	Young Adult (12-18)	Group attending	In-person		4
7/5/2023	by sign-up	1 hour	Train Puzzle/ Escape room	Adult (19+)	Group attending	In-person		5
7/6/2023	by sign-up	1 hour	Train Puzzle/ Escape room	Young Adult (12-18)	Group attending	In-person		2
7/6/2023	by sign-up	1 hour	Train Puzzle/ Escape room	Adult (19+)	Group attending	In-person		4
7/5/2023	3-4pm	1 hour	Read to Rover	Child (6-11)	Group attending	In-person		3
7/12/2023	3-4pm	1 hour	Read to Rover	Child (6-11)	Group attending	In-person		3
7/19/2023	3-4pm	1 hour	Read to Rover	Child (6-11)	Group attending	In-person		2
7/26/2023	3-4pm	1 hour	Read to Rover	Child (6-11)	Group attending	In-person		9
7-Jul	10-11am	1 hour	k and 1st summer school	Child (6-11)	Group attending	In-person		37
14-Jul	10-11am	1 hour	k and 1st summer school	Child (6-11)	Group attending	In-person		34
21-Jul	10-11am	1 hour	k and 1st summer school	Child (6-11)	Group attending	In-person		30
28-Jul	10-11am	1 hour	k and 1st summer school	Child (6-11)	Group attending	In-person		29
25-Jul	10-11am	1 hour	middle school summer school rocks	Young Adult (12-18)	Group attending	In-person		14
27-Jul	4-7pm	3 hours	Walk-in Rocks	General Interest (all ages)	Group attending	In-person		4
all month			In House Craft:dinos	Child (6-11)	Individual Participants	In-person		24
all month			In House Craft:Fish Windchime	Child (6-11)	Individual Participants	In-person		24
7/20/2023	6:30pm	1 1/2 hour	Adult Craft Night: Fairy Garden	General Interest (all ages)	Group attending	In-person		18
all month			In House Lego Display: Train	General Interest (all ages)	Individual Participants	In-person		19
7/13/2023	7pm	1 hour	Book Club Off Site: This and That in Stratford. "The D	General Interest (all ages)	Group attending	In-person		5

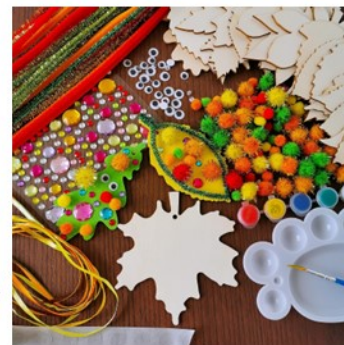


**IN HOUSE YOUTH CRAFT!** Start of month until supplies run out. This month: Fall Wooden Ornament.

**CLICK FOR BABIES, BABY HAT DRIVE:**

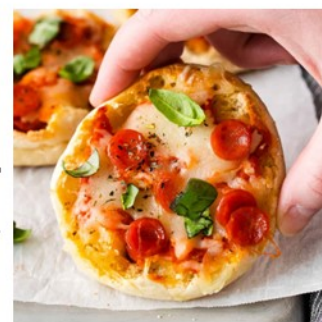
“Click” your knitting needles together to help prevent shaken baby syndrome. Bring in knitted or crocheted newborn hats that are 50% purple and

measure 6” high with a 14” circumference. **Collecting Hats up to Friday, Sept. 15th.**



**STORY TIME IS BACK!** Friday, Sept. 1st. And Sept. 15th at 10:30am. No registration required. **Story times are held on the first and third Fridays of the month during the school year. Youth**

**FAMILY MOVIE:** Friday, Sept. 8th at 7:00 pm. *Ruby Gillman, Teenage Kraken*. **Children must be accompanied by an adult who stays for the movie. Doors open at 6:45pm and lock at 7:15pm. Snacks from home are allowed. All Ages—Registration Requested.**



**MAKE A PIZZA!** Monday, Sept 11th at 4:00pm. Follow-up to Plant-A-Pizza-Garden held earlier this summer. Youth are invited to make mini pizzas using English muffins and pizza toppings. If you attended Plant-A-Pizza-Garden and grew your own toppings, please bring them in! **Youth—Registration Requested.**

**WILD COOKIES BOOKCLUB:** Tuesday September 12th at 7:00pm OR Thursday, September 14th at 2:00pm. Discussing: “*The Cartographers*” by Peng Shepherd. A highly imaginative thriller about a young woman who discovers that a strange map in her deceased father’s belongings holds an incredible, deadly secret. Ask the librarian for a copy of the book to check-out. **Adult**



**ADULT CRAFT NIGHT:** Thursday, Sept. 21st at 6:30 pm. Felt Fall Leaf Wreath. No cost, goodwill donation appreciated. **Registration Required. Limit of 20. 16 or older, 12 and older if with an Adult.**

**PAINT COMMUNITY KINDNESS ROCKS FOR 150TH CELEBRATION:**

Tuesday, Sept 26th, 3:30– 5:30pm. Stop in the library to help paint 150 kindness rocks that will be hid throughout the City of Abbotsford in the month of October. Walk-in Event. **All Ages.**

**BASIC COMPUTER SKILLS:** Thursday, Sept. 28th at 2 pm. Library staff will show users how to use “Basic Computer Skills MOOC” <https://www.wisc-online.com/courses/computerskills>. **Registration Required. Limit of 5. Adult**

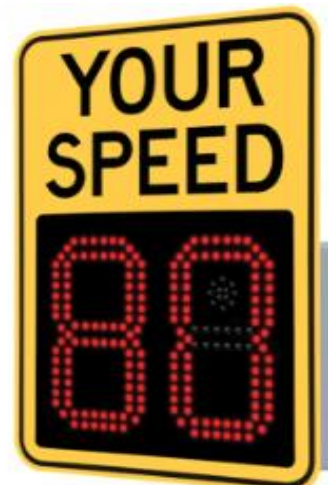
*\*These events are subject to change at anytime, please watch the library Facebook page for updates.*



Solar LED Radar Speed Sign - EV11  
\$3,036.99



LED Solar Power Radar Speed Sign - SP100  
\$3,374.99



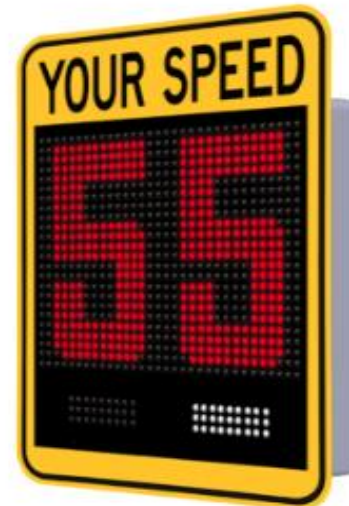
Solar LED Radar Speed Sign - EV12  
**CLOUD INCLUDED**  
\$3,104.99



LED Radar Speed Sign - EV12-FM  
**CLOUD INCLUDED**  
\$3,644.99



Solar LED Radar Speed Sign - EV15  
\$3,643.99



LED Radar Speed Sign - EV15-FM  
**CLOUD INCLUDED**  
\$4,318.99



Solar Powered Variable Speed Limit Driver Feedback Sign - SP550  
\$4,723.99



Solar Powered Dual Variable Message Sign - SP600  
\$6,073.99



Solar LED Radar Speed Sign - EV18-FM  
[CLOUD INCLUDED](#)  
\$4,993.99



Solar LED Radar Speed Sign - SP700  
\$7,693.99



Radar Speed Sign Dolly  
\$1,011.99



Radar Speed Sign Trailer  
\$4,588.99



11th St

E Elm St

E Elm St

E Elm St

11th St

**From:** [Daniel Borchardt](#)  
**To:** [Josh](#)  
**Cc:** [dpw@ci.abbotsford.wi.us](mailto:dpw@ci.abbotsford.wi.us)  
**Subject:** RE: 230098600 Abbyland Foods Dry Storage ... MSA Design Services for Intersection on Spruce St.  
**Date:** Monday, August 7, 2023 2:48:09 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image005.png](#)  
[image007.png](#)  
[image009.png](#)  
[PROJECT EXHIBIT - PROPOSED DESIGN FOR APPROVAL.pdf](#)  
[INTERSECTION PROJECT SURVEY LIMITS EXHIBIT - ABBYLAND DRY WAREHOUSE.pdf](#)

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Josh

MSA put a quick exhibit together to put on paper what you and Craig were describing to me on the phone last week and understand the topo limits to cover site drainage.

Based on the exhibit MSA T&M estimated fee for survey and intersection design would be \$7,700-\$8,700. MSA would do this work as part of the existing 2016 TID services if the City wanted us to proceed with the design of this intersection. This estimate does not include construction staking. I assume construction staking would be \$1,500-\$3,000 assuming 1-2 trips to the site to get radii staked.

If authorized Devree could be available the later part of next week August 16<sup>th</sup> -18<sup>th</sup> ish to allow time for digger's to clear.

Please confirm if you would like MSA to proceed with the intersection work.



**Daniel Borchardt, PE, ENV SP** | Team Leader - Engineering

MSA Professional Services, Inc.

100% Employee Owned

+1 (715) 304-0448



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**From:** Josh <j.soyk@ci.abbotsford.wi.us>

**Sent:** Thursday, August 3, 2023 8:22 AM

**To:** Daniel Borchardt <dborchardt@msa-ps.com>

**Subject:** FW: 230098600 Abbyland Foods Dry Storage ... Site Concrete Information

**Josh Soyk**

Administrator

City of Abbotsford

August 28, 2023

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

RE: Professional Engineering Services Proposal  
11<sup>th</sup> Street Improvements  
City of Abbotsford, WI

Dear Administrator Soyk, Mayor Weix & City Council:

Cedar Corporation is pleased to submit this proposal to provide professional engineering services related to 11<sup>th</sup> Street Improvement Project, at the intersection of E. Spruce Street and 11<sup>th</sup> Street, City of Abbotsford, Wisconsin.

**SCOPE OF PROJECT:** The City of Abbotsford is requesting professional engineering services for the 11<sup>th</sup> Street Improvement Project, at the intersection of E. Spruce Street and 11<sup>th</sup> Street. The project includes approximately 120' of concrete street without curb & gutter, leading to the entrance of the new Abbyland Foods Dry Storage facility. The project will include field topographic and data collection survey, base map, preliminary design, final design, technical specifications, meeting with staff, opinion of probable costs, and field staking. The project does not include WDNR permitting, as the site is less than 1 acre, and does not include the design of new sanitary sewer main or water main. The project does not include full specifications, bid documents, bidding, contract documents, and contract administration.

**SCOPE OF SERVICES:** Cedar Corporation (hereinafter called "Engineer") proposes to render professional engineering services for City of Abbotsford (hereinafter called "Client") with respect to the above Scope of Project related to the 11<sup>th</sup> Street Improvement Project, at the intersection of E. Spruce Street and 11<sup>th</sup> Street (hereinafter called "Project"), in accordance with City of Abbotsford. 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 current conditions for proposed new street and general grading improvements as need for the Project design and construction. Surveying services do not include any land survey for establishing or mapping any property, property lines, easements, streets, and highway rights-of-way.

Preliminary Design Engineering:

- Attend initial kickoff meeting with city staff 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 to review preliminary designs.
- Incorporation and refinement of any necessary or suggested changes in the preliminary design.
- Attend required city staff, committee, council and other governing agency meetings.

Final Design Engineering, Plans, Technical Specifications:

- Preparation of final design documents, reports, street and drainage plan and profile sheet, typical street section, street cross-sections, construction detail sheet, erosion control plans, restoration plans, technical specifications, and opinion of probable costs.
- 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.
- Provide construction staking of the street for construction.

Bidding:

- No bidding services provided.

COMPENSATION: The Client agrees to pay the Engineer a Lump Sum “Not to Exceed” fee professional engineering services for the Project in the amount described below for proposed services listed in the above Scope of Services. 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.

Survey, Design & Staking Engineering Fee:

<i>Field Topographic &amp; Data Collection Surveying &amp; Base Map</i>	<i>\$1,800</i>
<i>Preliminary Design Engineering</i>	<i>\$2,100</i>
<i>Final Design Engineering</i>	<i>\$3,900</i>
<i>Technical Specifications</i>	<i>\$500</i>
<i>Construction Staking</i>	<i>\$1,200</i>
<b>Total Survey, Design &amp; Staking Engineering Lump Sum Fee</b>	<b>\$9,500</b>

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer soils information within the project area (excavation pits to witness subsoils), 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. Cedar Corporation anticipates completing the project within 30 days of the authorization to proceed from the Client.

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Geotechnical investigations, County Highway permit, construction inspection, construction administration, as-builts, 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, 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

  
Greg Adams, P.E.  
Municipal Engineering Team Lead

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Josh Soyk, City Administrator

By: \_\_\_\_\_  
Jim Weix, Mayor

**City of Abbotsford, WI**

**CLIENT LIAISON:**

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



**DATE:**

September 6, 2023

**ABBOTSFORD – CEDAR STREET RECONSTRUCTION (2<sup>ND</sup> AVE TO 3<sup>RD</sup> AVE)  
 MSA PROJECT #07681048**

Haas is working on final paperwork/payroll compliance with the SDWL program prior to the City making final payment.

**ABBOTSFORD – 2023 SWAMP BUCK DRIVE CSM AND EXTENSION  
 MSA PROJECT #07681071 AND MSA PROJECT #07681072**

MSA submitted a draft CSM for City review on 8/28/23. Boson provided MSA the wetland delineation review report completed by Evergreen Consultants and no wetlands were delineated on the 6 acre parcel. MSA will provide the City with draft 30% plans on September 1<sup>st</sup> and meet with City staff on Wednesday September 6<sup>th</sup> to continue to move the plan through the design. MSA will continue to work with Boson regarding their expedited schedule.

MSA anticipates the following estimated project schedule:

Date	Milestone
September 2023	Preliminary Plans complete
September 2023	Final Plans complete, Permit applications submitted
October 2023	Bidding process
November 6th 2023	Owner awards construction contract
November 2023	Construction Water, Sewer Storm Roadway to Base
June 2024	Concrete, Paving
July 2024	Project Closeout

**ABBOTSFORD – 2022-2023 BUTTERNUT STREET AND ALLEY RECONSTRUCTION  
 MSA PROJECT #07681059**

Melvin requested the final retainage that was held by the City on the project as a result of punchlist work. City staff reviewed the project and agreed that the final work was completed satisfactory and indicated final payment can be made. The final payment recommendation to Melvin is on the City’s September meeting agenda for review.

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

MSA met with City staff to review the 75% draft design of the 5<sup>th</sup> Street plan on 8/23/23. A field review was conducted of the site and specifically the larger 36” storm sewer that traverses across private property. MSA and City determined that the pipe can be eliminated if the design for this project is extended about 100 feet west of the current project limits. MSA has prepared an amendment to survey and design this segment of street. MSA will assist the City in submitting a LRIP–MSID application in November 2023.

## PROJECT UPDATE

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### **ABBOTSFORD- N 1ST STREET RECONSTRUCTION (SPRUCE TO PINE) MSA PROJECT #07681066**

Project is on hold until the city provides MSA with the notice to proceed. MSA made the recommendation to the City to begin the process of creating a main street committee and anticipates topo in the fall 2023.

### **ABBOTSFORD ELEVATED WATER RESERVOIR REHABILITATION MSA PROJECT #07681056**

Viking Painting has completed rehabilitation of the water tower. It was placed back online Monday, August 21<sup>st</sup>. Restoration of the site around the water tower has yet to be completed. Viking will submit their final pay request once restoration is completed. Clark County is in the process of scheduling their contractor to lower the three communication dishes. KLM will inspect the tank coating after the County has completed lowering the dishes. Any damage to the coating will be repaired at the County's expense.

### **ABBOTSFORD WELL RECONDITIONING MSA PROJECT #07681057**

Good news! Test pumping Well 18 indicated that it can produce more water than the current pump can deliver. A larger pump, larger drop pipe and some electrical modifications will be required. CTW will provide a change order for this additional work.

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

Plans and specifications for the reconstruction of the two test wells were submitted to DNR on June 29, 2023 and DNR has issued a request for additional information on the plans and specifications. MSA has completed the survey of the test wells, proposed transmission main, and electrical route to the Water Treatment Plant. Plans and technical specifications are currently under way.

### **ABBOTSFORD CDBG 2021 CDBG-PF ADMINISTRATION MSA PROJECT #07681053**

MSA continues to monitor payrolls from CTW and Viking Painting.

The first Payment Request was submitted to the DOA on August 4, 2023. \$290,111.52 which covers CTW Pay Apps No. 1 and 2 and Viking Painting Pay App No. 1 was deposited on August 14, 2023. The second Payment Request was submitted to DOA on August 31, 2023. That covers CTW Pay App No. 3 and Viking Painting Pay App No. 2. \$244,920.66 was requested. A total of \$535,032.18 has been requested so far. \$464,967.82 is remaining to be requested.

An amendment was requested to extend the timeline of the CDBG project one more year. The request was approved on August 29, 2023. Construction now needs to be completed by October 31, 2024, and the CDBG project administration now needs to be completed by December 31, 2024.

Required CDBG semi-annual reporting will begin soon as the reports are due September 30, 2023.

### **ABBOTSFORD GIS 2024 MSA PROJECT #07681070**

MSA met with City staff on 8/4/2023 regarding budget numbers for updating GIS mapping for the water system. MSA provided the City with an estimate on 8/16/2023 for an LSL inventory package, Water Meter Exchange tracking system and estimate to survey about 755 water system appurtenances to map in 2024.

**PROJECT UPDATE**

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**ABBOTSFORD BUILDING INSPECTION SERVICES  
MSA PROJECT #07681074**

MSA met with City staff on 8/30/2023 regarding on call building inspection services and review the need to issue raze orders as necessary for properties within the City. MSA will have a professional services agreement for City consideration in September.

**Francis Melvin, Inc. - Pay App No. 4- Final**  
**PROJECT: City of Abbotsford Project A: 2022 Butternut Street Reconstruction**  
**MSA Project No.07681059**  
**for Final Retainage Release 8-14-2023**

1. Original Contract price		<u>\$312,192.81</u>
2. Net change orders approved to date (None)		<u>(\$20,788.64)</u>
3. Revised Contract amount (line 1 + line 2)		<u>\$291,404.17</u>
4. Total value of Work completed to date		<u>\$291,404.17</u>
5. Percent project complete (line 4 / line 3 x 100)	<u>100.0 %</u>	
6. Materials in storage not installed		<u>\$0.00</u>
7. Subtotal (line 4 - line 6)		<u>\$291,404.17</u>
8. Less Retainage	<u>0 %</u>	<u>\$0.00</u>
9. Subtotal (line 7 -line 8)		<u>\$291,404.17</u>
10. Less previous applications for payment (line 11 from previous application)		<u>\$284,119.07</u>
11. Amount due this application (line 9 - line 10)		<u>\$7,285.10</u>

SEE ATTACHED			DATE
Invoice 1	<u>\$202,472.74</u>	PAY REQUEST #1	<u>5/20/2022</u>
Invoice 2	<u>\$59,475.02</u>	PAY REQUEST #2	<u>8/5/2022</u>
Invoice 3	<u>\$29,456.41</u>	PAY REQUEST #3	<u>11/22/2022</u>
Invoice 4	<u>Final Retainage</u>	PAY REQUEST #4	<u>8/14/2023</u>

CHANGE ORDERS  
(\$20,788.64) Change Order 1

PREVIOUS PAYMENTS:  
\$194,667.92  
\$59,475.02  
\$29,976.13

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.

Francis Melvin, Inc.  
Contractor

By: James Melvin Dated 8-22-23

Payment of the AMOUNT DUE THIS APPLICATION is recommended.

MSA Professional Services  
Engineer

By: Dan Borchert Dated 8/14/2023

APPROVED BY:

City of Abbotsford  
Owner

By: \_\_\_\_\_ Dated \_\_\_\_\_



Amendment

Amendment No: 3

MSA Project Number: 07681055

Date of Issuance: March 7, 2023

This is an amendment to the Agreement dated August 25, 2023 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 146 North Central Ave, Marshfield, WI 54449

Phone: (715) 304-0448

Representative: Daniel Borchardt Email: dborchardt@msa-ps.com

CITY OF ABBOTSFORD (OWNER)

Address: 203 North 1st Street, Abbotsford, WI 54405

Phone: (715) 223-3444

Representative: James Weix Email: j.weix@ci.abbottsford.wi.us

Project Name: City of Abbotsford - North 5th Street Reconstruction (Oak to Maple)

The project scope has changed due to: Additional street design on Cedar Street.

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

The schedule to perform the work is: Approximate Start Date: September 2023
Approximate Completion Date: January 2024

The Lump Sum fee for the work is: \$6,400

Any attachments or exhibits referenced in this Amendment are made part of the original Agreement. Payment for these services will be on a Lump Sum basis.

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

CITY OF ABBOTSFORD

MSA PROFESSIONAL SERVICES, INC.

James Weix, Mayor

Date: \_\_\_\_\_

Daniel Borchardt, Team Leader

Date: 8/31/2023

OWNER ATTEST:

Josh Soyk, Administrator

Date: \_\_\_\_\_

## PROJECT DESCRIPTION

The project consists of approximately 100-feet of additional street design on Cedar Street. The project will involve reconstructing the roadway cross section, storm sewer, and sanitary sewer utilities as necessary to accommodate the new design.

## SCOPE OF SERVICES

MSA will provide services as set forth below.

### 1. Design

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



- Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
    - Provide utility companies with preliminary and final plans for the project.
    - Invite utilities to pre-construction meeting.
  - **Permits:** Prepare permit application and required attachments for:
    - Sanitary Sewer Extension
  - **Design Meetings**
    - Final Plan review: Attend one meeting with staff, and one meeting with elected officials.
2. **Bidding**
    - Assist Owner in Advertising and Soliciting for Bids
    - Administer Bid Document Distribution Process utilizing QuestCDN
    - Issue Addenda as appropriate to clarify, correct, or change the bidding documents
    - Conduct an Electronic Bid Opening located at MSA's Office
    - Prepare Tabulation of Bids
    - Assist Owner in evaluating bids and in assembling and awarding construction contracts.
  3. **Construction Administration (Not Included)**
  4. **Construction Staking (Not Included)**
  5. **Construction Observation (Not Included)**
  6. **Post Construction (Not Included)**

## DELIVERABLES

MSA will provide the following deliverables:

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

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the **CITY OF ABBOTSFORD**, a Wisconsin municipality having a principal office at 302 N. First Street, Abbotsford, Wisconsin 54405 (the “City”), and **ABBOTSFORD NORTHSIDE APARTMENTS, LLC**, a Wisconsin limited liability company (“Developer”) having a principal office at 502 E. Linden Street, Abbotsford, Wisconsin 54405.

### RECITALS:

A. The City has, pursuant the authority granted in Wisconsin Statutes, Section 66.1105, established a tax increment finance district known as City of Abbotsford Tax Increment District Six "TID").

B. In order to achieve the objectives of the TID and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID, the City has determined to provide assistance through the sale of land within the TID, as well as be responsible for certain items necessary for development, as stated herein.

C. Developer wishes to purchase from the City that certain real estate located in Clark County, Wisconsin identified on Exhibit A attached hereto and incorporated herein by reference (the “Land”).

D. Developer has requested approval from the City for certain proposed development on the Land.

E. The City has approved the sale of the Land to Developer and Developer’s plans for development thereof, subject to certain conditions and restrictions contained herein.

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

1. **Recitals.** The above recitals are hereby incorporated by reference.

2. **Purchase and Sale.**

(a) Purchase and Sale. The City hereby agrees to sell the Land to Developer for a purchase price of One and No/100th Dollar (\$1.00). At the Closing (as defined below), the City shall execute and deliver a warranty deed conveying fee simple title in the Land to Developer subject only to the Permitted Exceptions (the “Deed”). The City shall, at Closing, convey the Land free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants, general taxes levied in the year of Closing, restrictions contained in this Agreement, and other title matters acceptable to

Developer (the “Permitted Exceptions”). Legal possession of the Land shall be delivered to Developer on date of Closing.

(b) Title; Closing Costs. The City shall furnish and deliver to Developer for examination at least ten (10) days prior to [\_\_\_\_\_, 2023, the date set for closing (the “Closing”), a title commitment to issue an Owner’s Policy of Title Insurance in the amount of the assessed value of the Land, showing Developer as the insured, written by a responsible title insurance company licensed by the State of Wisconsin and chosen by City, which policy when issued shall guarantee the City’s title to be in condition called for by this Agreement, except for Permitted Exceptions (the “Title Policy”). A commitment by such a title company, agreeing to issue such a Title Policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance. If title is not acceptable for Closing, Developer shall notify the City in writing of objections to title by the time set for Closing. In such event, the City shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for Closing shall be extended as necessary for this purpose. In the event that the City is unable to remove the objections or determines at its election not to remove such objections during such fifteen (15) day period, Developer may deliver written notice to City waiving the objections and electing to proceed to Closing, and the time for Closing shall be extended accordingly. If Developer does not waive the objections, Developer may terminate this Agreement prior to Closing upon written notice to the City. The City shall pay the premiums for such Title Policy including a gap endorsement, and Developer shall pay for any lender’s policy of title insurance and any other endorsement(s) to the Title Policy. The City shall also pay for the cost of the Survey of the Land as described in Section 3. The parties shall share equally in the closing fees charged by the title company with respect to Closing. Developer shall be responsible for and shall pay the cost of recording the Deed and any other Closing costs incurred by Developer and not otherwise provided herein. The parties shall provide information required for the transfer return filed in connection with Closing, but acknowledge that the transfer under the Deed shall be exempt from transfer fee.

3. **Survey Map.** The City shall cause a map of survey to be made of the Land (the “Survey”). The Survey shall map the Land to be conveyed to Developer. The City shall use commercially reasonable efforts to coordinate such Survey and related work with Developer and Developer's title company.

4. **Development of the Land.** Developer agrees to construct a multi-family residential development (the “Apartments”) in accordance with the plans approved by the City for the development thereof (the “Plans”). Developer shall achieve Substantial Completion of the Apartments within 1 year of the Effective Date. For purposes of this Agreement, “Substantial Completion” means the occurrence of all of the following: (a) a temporary or permanent certificate of occupancy is issued by the appropriate governmental authorities for project, as applicable; and (b) the work described in the Plans has been substantially completed in accordance with the Plans, subject to minor items of work necessary to complete the project that will not materially interfere with the occupancy or use of the project, and which are otherwise of a scope and nature as is commonly understood in the construction industry. City shall not unreasonably withhold any

occupancy permit or other approvals with respect to the Apartments subject to the terms of this Agreement.

**5. Minimum Assessed Value; Payment-in-Lieu of Taxes.**

(a) Minimum Assessed Value. As a material inducement to City to enter into this Agreement and as additional consideration for the Land and other responsibilities of the City under this Agreement, Developer guarantees that, commencing in tax year 2024 and continuing through the full calendar year of the last year of the TID (the "Development Period"), the development of the Apartments will result in an equalized value for the Land of not less than a minimum assessed value of \$2,000,000.00, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion ("Minimum Assessed Value").

(b) PILOT Payment. In the event that the equalized value for the Land is less than the Minimum Assessed Value at any time during the Development Period or in the event the Land, or any part of it, becomes exempt or partially exempt from general real property at any time during the Development Period, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (i) the amount of taxes which would have been levied on the Land for said year by the City and other taxing jurisdictions if the Land had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Land was not exempt or partially exempt from general property taxes and (ii) the actual amount of taxes levied on the Land for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (x) be referenced in a short form memorandum of this Agreement recorded against the Land with the Marathon County Register of Deeds; (y) be a lien on the Land and run with the land; and (z) bind all owners in title to the Land and their successors and/or assigns. City may file any such documents or memoranda with the Clark County Register of Deeds, and Developer will join in any such document or memoranda promptly upon request by City, as City deems necessary or appropriate to document or confirm such PILOT Payment rights and obligations.

(c) Assessor Discretion. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other applicable agency) in his/her assessment and appraisal of the Land and that the City assessor will arrive at an equalized value of the Land based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any rights of the City and other taxing authorities under applicable law with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes, or the Developer's rights to appeal or review any such assessment under applicable law.

(d) Taxes in Year of Closing. The Developer agrees to pay any applicable general real property taxes for the Land in 2023. Developer agrees that it shall not receive a proration for real estate taxes for the year of Closing.

(e) Construction. Unless otherwise expressly provided in this Agreement, Developer shall construct the Apartments and have them available for occupancy at Developer's cost and expense in accordance with this Agreement. All work on the Apartments performed by or on behalf of the Developer shall be done in a workmanlike manner consistent with commercial standards.

(f) Failure to Develop. In the event that the Developer fails to utilize the Land for the purposes contemplated under this Agreement, or to timely construct the improvements on the Land contemplated under this Agreement (including the Apartments), this Agreement shall become null and void at City's option and the Developer shall sell such portion of the Land to the City for One and No/100th Dollars (\$1.00) upon demand by the City and convey fee simple title to the City free and clear of all liens and encumbrances except those Permitted Encumbrances that existed at the time of Closing.

6. **Permits and Licenses.** The City shall apply and be responsible for any required permits necessary to gain access rights that permit ingress and egress from the Land onto the public right of way known as West Swamp Buck Drive. Developer shall be responsible for and pay the costs of any other required permits, licenses, entitlements, or any other approvals related to the Land and Developer's proposed use of the Land, including, but not limited to, the Apartments.

7. **Utilities.** The City shall be responsible for construction of any public improvements necessary to provide the Land with access to the existing utility systems, including water, sanitary sewer, stormwater management and street access. The City also agrees to provide adequate soil fill material to bring the building site to an elevation that will enable adequate stormwater drainage from the constructed improvements to the nearest stormwater management system.

**Compliance with Applicable Laws.** Developer shall comply with all applicable laws, ordinances, rules, and regulations in effect as promulgated by all governmental bodies having appropriate jurisdiction thereof, as to the use of the Land and the construction of the Apartments. The City agrees that the City's ordinances in effect as of the Effective Date would permit development of the Apartments on the Land.

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

9. **Insurance.** Developer shall provide and maintain or cause to be maintained at all times during the term of this Agreement and, from time to time at the request of the City, furnish the City with certificates of insurance providing proof of coverage and records providing proof of

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

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

11. **Disclaimer; Limitation of Liability.** DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE LAND PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE LAND, EXCEPT FOR TITLE AND MUNICIPAL ORDINANCES. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE LAND, INCLUDING, WITHOUT LIMITATION,

ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE LAND (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE LAND) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS, IF ANY; PROVIDED, HOWEVER, THAT THE ABOVE RELEASE OF THE CITY SHALL NOT APPLY TO ANY CLAIMS AGAINST THE CITY RELATED TO FRAUD, INTENTIONAL MISREPRESENTATION, AND THE ENFORCEMENT OF THIS AGREEMENT.

12. **Closing Conditions.** In addition to other closing conditions elsewhere in this Agreement, all obligations in this Agreement are conditioned upon the following:

(a) Due Diligence. At all times prior to Closing, Developer, its agents, and representatives shall be entitled to conduct inspections and tests of the Land which shall result in reports being prepared for Developer that are satisfactory to Developer, which inspections and tests may include, without limitation, the opportunity to conduct an environmental assessment and/or such other testing or site investigation as Developer deems necessary to determine whether the Land is suitable for Developer's intended and permitted uses. Such inspections and reports shall be at Developer's sole cost and expense. This contingency may be invoked by the Developer, in its sole discretion, if Developer determines after such due diligence that the Land is not suitable for the intended and permitted uses, by delivering written notice to the City of the same prior to the Closing. In the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Land from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Land that results from any due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement.

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

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

(a) Payment Default. Either party fails to pay any amounts due from it under this Agreement within ten (10) days after notice in writing of such nonpayment has been given to such party by the other party.

(b) Non-Payment Default. Either party defaults in the performance or observance of any of the covenants, restrictions, obligations, requirements, and stipulations to be performed and/or observed by such party hereunder, other than as to a payment obligation, if such

default shall continue for a period of thirty (30) days after notice in writing of such default has been given to such party by the other party.

(c) Insolvency, etc. Developer shall: (1) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (2) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (3) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (4) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (5) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (6) adopt a plan of complete liquidation of its assets.

14. **Remedies.** In the event of a Default by Developer under this Agreement, the City may (a) terminate its obligations under this Agreement upon thirty (30) days’ notice to Developer, and/or (b) commence an action seeking as its remedy specific performance of this Agreement. In the event of a Default by the City under this Agreement, Developer may (i) terminate its obligations under this Agreement upon thirty (30) days’ notice to the City, and/or (ii) commence an action seeking as its remedy specific performance of this Agreement. The remedies set forth in this Agreement shall be cumulative.

15. **Right of First Refusal.** The parties shall execute and record upon closing a right of first refusal granted to the City pursuant to which, in the event that the Developer receives any third party offer to purchase all or any part of the Land which it wishes to accept, the City shall have a right of first refusal to purchase the Land under the same terms and conditions as contained in the third party offer. The terms and conditions of such right of first refusal shall be incorporated into the Deed.

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



notified the other party within ten (10) business days of the occurrence thereof, and (b) such unavoidable delay shall be deemed to continue only so long as the party whose performance has been unavoidably delayed shall be using reasonable efforts to minimize the effects thereof. The provisions of this Section shall not alter, excuse or delay any payment obligations hereunder.

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

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

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

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

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

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

23. **Notices.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after such notice is sent by certified mail, postage prepaid to the addresses noted in this Agreement, or to any other address provided by one party to the other party in writing, from time to time.

24. **Law and Jurisdiction.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN. IN THE EVENT OF ANY DISPUTE CONCERNING ANY PROVISION HEREOF, OR IN THE EVENT OF ANY ACTION TO SEEK ENFORCEMENT HEREOF, IT IS HEREBY AGREED THAT THE EXCLUSIVE VENUES OF ANY SUCH ACTION SHALL BE THE CIRCUIT COURT FOR MARATHON COUNTY, WISCONSIN OR CLARK COUNTY, WISCONSIN.

25. **Miscellaneous.** This Agreement shall be binding upon the City, the Developer, and their respective successors and assigns. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this

Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

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

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

28. **No Recording.** No party shall record this Agreement in the Register of Deeds office, provided that each party shall cooperate in the recording of the short-form memorandum of this Agreement as referenced herein.

*[Signature Pages Follow]*

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

**CITY:**

**CITY OF ABBOTSFORD**

By: \_\_\_\_\_  
James Weix, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_day of \_\_\_\_\_, 2023, the above-named James Weix, as Mayor, and \_\_\_\_\_, as City Clerk, respectively, of the **CITY OF ABBOTSFORD**, a Wisconsin municipality, and to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

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

**DEVELOPER:**

**ABBOTSFORD NORTHSIDE APARTMENTS,  
LLC**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF                    )

Personally came before me this \_\_\_day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, as the \_\_\_\_\_ of **ABBOTSFORD NORTHSIDE APARTMENTS, LLC** a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

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

**EXHIBIT A**

**Legal Description**

Lot 1 and Lot 2 of Clark County Certified Map No. \_\_\_\_\_,

EXAMPLE: 678' East/west, and 385' North/south +/- 6 acres

See MSA property survey [to be inserted once approved]

subject to all easements and restrictions of record or of use.

*For informational purposes only:*

*Parcel ID:*



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PROJECT NO. 07681071	CLIENT:  CITY OF ABBOTSFORD 203 NORTH FIRST STREET ABBOTSFORD, WI, 54405
DRAWN BY: EKP	
CHECK BY: BLT/CES	
FIELD WORK COMPLETED: 08/18/2023	
SHEET NO. 1 of 3	

CLARK COUNTY CERTIFIED SURVEY MAP # \_\_\_\_\_

PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 36,  
 TOWNSHIP 29 NORTH, RANGE 1 EAST, CITY OF ABBOTSFORD,  
 CLARK COUNTY, WISCONSIN.

*Surveyor's Certificate:*

I, Emily K. Pierce, professional land surveyor #S-2728, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Abbotsford, and under the direction of the City of Abbotsford, I have surveyed, divided and mapped this certified survey map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed to the best of my knowledge and belief; and that this land is part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 29 North, Range 1 East, City of Abbotsford, Clark County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 36; thence N00°33'05"W, along the west line of the Northwest Quarter, a distance of 1318.77 feet to the north line of the Southwest Quarter of the Northwest Quarter; thence N88°23'18"E, along said north line, a distance of 633.81 feet to the POINT OF BEGINNING;

Thence continuing N88°23'18"E, along said north line, a distance of 678.00 feet to the east line of the Southwest Quarter of the Northwest Quarter;  
 thence S00°22'09"E, along said east line, a distance of 385.09 feet;  
 thence S88°23'24"W, a distance of 678.00 feet;  
 thence N00°22'09"W, a distance of 385.06 feet to the POINT OF BEGINNING.

Said parcel contains 261,023 Square feet, or 5.99 Acres, more or less.

Said described lands are subject to and together with any easements, restrictions, reservations, dedications, and rights-of-way of record.

\_\_\_\_\_  
 MSA PROFESSIONAL SERVICES DATE  
 EMILY K. PIERCE  
 WISCONSIN PROFESSIONAL SURVEYOR, #S-2728

CLIENT:
CITY OF ABBOTSFORD 203 NORTH FIRST STREET ABBOTSFORD, WI, 54405



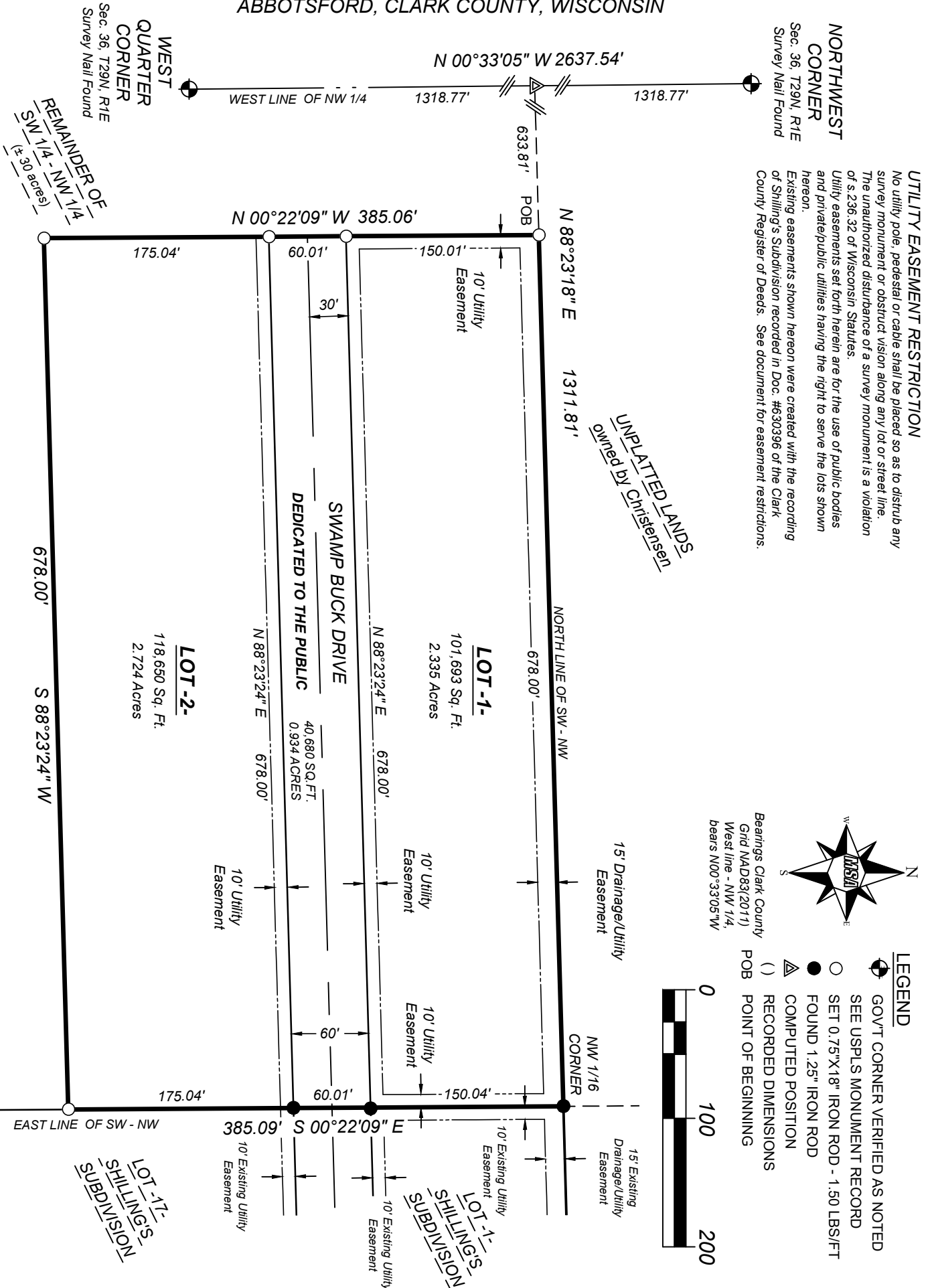
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PROJECT NO.	07681071
DRAWN BY:	EKP
CHECK BY:	BLT/CES
FIELD WORK COMPLETED:	08/18/2023
SHEET NO.	2 of 3

CLIENT:  
 CITY OF ABBOTSFORD  
 203 NORTH FIRST STREET  
 ABBOTSFORD, WI, 54405

CLARK COUNTY CERTIFIED SURVEY MAP # \_\_\_\_\_

LANDS BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 29 NORTH, RANGE 1 EAST, CITY OF ABBOTSFORD, CLARK COUNTY, WISCONSIN



**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 the lots shown hereon. Existing easements shown hereon were created with the recording of Shilling's Subdivision recorded in Doc. #630396 of the Clark County Register of Deeds. See document for easement restrictions.

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PROJECT NO.	07681071
DRAWN BY:	EKP
CHECKED BY:	BLT/CES
FIELD WORK COMPLETED:	08/18/2023
SHEET NO.	3 OF 3

CLARK COUNTY CERTIFIED SURVEY MAP # \_\_\_\_\_

**LANDS BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 29 NORTH, RANGE 1 EAST, CITY OF ABBOTSFORD, CLARK COUNTY, WISCONSIN**

**Owner's Certificate of Dedication:**

As owner(s), I (we) hereby certify that I (we) caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I (we) also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: City of Abbotsford

WITNESS the hand and seal of said owner(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Harold K. Christensen, Jr.

**Owner's Notary Certificate:**

STATE OF WISCONSIN)  
 COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

(Notary Seal) \_\_\_\_\_  
 Notary Public, \_\_\_\_\_, Wisconsin  
 My commission expires \_\_\_\_\_.

**Common Council Approval Certificate**

Resolved, that this Certified Survey in the City of Abbotsford is hereby approved by the common council.

Date \_\_\_\_\_

Approved \_\_\_\_\_  
 James Weix, Mayor

Date \_\_\_\_\_

Signed \_\_\_\_\_  
 Attest: City Clerk

CLIENT:

CITY OF ABBOTSFORD  
 203 NORTH FIRST STREET  
 ABBOTSFORD, WI, 54405



# Change Order

## No. 4

Date of Issuance: August 31, 2023 Effective Date: September 6, 2023

Project: Abbotsford Well Reconditioning	Owner: City of Abbotsford	Owner's Contract No.: 4349-ABBT
Contract: Abbotsford Well Reconditioning	Date of Contract: December 30, 2022	
Contractor: CTW Corporation	Engineer's Project No.: 07681057	


**The Contract Documents are modified as follows upon execution of this Change Order:**

Increase the capacity of Well #18 by installing a new larger pump and electrical controls.

**Attachments (list documents supporting change): None**

Letter from CTW to Josh Soyk dated 8/31/2023

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>221,200.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 30, 2023</u> Ready for final payment (days or date): <u>November 30, 2023</u>
Change from previously approved Change Orders No. <u>1</u> to No.: <u>3</u>  \$ <u>14,157.00</u>	Change from previously approved Change Orders No. _____ to No. _____:  Substantial completion (days): _____ N/A Ready for final payment (days): _____ N/A
Contract Price prior to this Change Order:  \$ <u>235,357.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ N/A Ready for final payment (days or date): _____ N/A
Increase of this Change Order:  \$ <u>16,316.00</u>	Increase of this Change Order: Substantial completion (days or date): _____ N/A Ready for final payment (days or date): _____ N/A
Contract Price incorporating this Change Order:  \$ <u>251,673.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>October 30, 2023</u> Ready for final payment (days or date): <u>November 30, 2023</u>

RECOMMENDED:  By:  Engineer (Authorized Signature)  Date: <u>August 1, 2023</u>	ACCEPTED:  By: _____ Owner (Authorized Signature)  Date: _____	ACCEPTED:  By: _____ Contractor (Authorized Signature)  Date: _____
---	---	--



City of Abbotsford  
 Attn: Mr. Josh Soyk, City Administrator  
 203 N. First Street, PO Box 589  
 Abbotsford, WI 54405

August 31, 2023

Subject: Abbotsford #18 Options

Dear Josh,

Based on our output from our temporary pumping system at Well #18. We propose the following options to upsize from the existing 3HP pump and motor to a 7.5HP pump and motor along with 3" PVC pipe. This would also require us to upsize the existing VFD- can retain that VFD to use as a spare since it's sized similar to all the other ones in service. The longest lead time is the dvdt filter which smooths out the outgoing power from the VFD at three weeks.

7.5HP, 460V, 3-phase motor	\$ 2,425
SSR100-75-5 SS pump	\$ 2,694
3" Certalok Pipe, Couplings, and Adapters	\$ 5,225
3" Certalok Check Valve	\$ 512
#10 Flat Submersible Pump Cable	\$ 560
<b>Pumping Components</b>	<b>\$ 11,416</b>
LSLV0075H100 VFD, 16A	\$ 2,155
DVDT Filter	\$ 700
Labor, Wiring, Programming to Install	\$ 2,045
<b>VFD Components</b>	<b>\$ 4,900</b>

We'd utilize the existing line items for pulling and removing the Well #18 pumping components to stay within that budget.

Respectfully,

CTW Corporation  
 W. Hunter Cummins, PE