City of Abbotsford

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

AGENDA FOR THE COUNCIL MEETING TO BE HELD
Monday, August 4, 2014 AT 6:00 PM
IN THE COUNCIL CHAMBERS OF THE ABBOTSFORD CITY HALL
203 NORTH FIRST STREET, ABBOTSFORD WI

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

1. Call the regular meeting to order
   a. Roll call
   b. Pledge of Allegiance
2. Comments by the Council President
3. Comments by the Public
4. Minutes from the Council held July 1, 2014 (Page 3-6)
   a. Waive the reading and approve the minutes
5. Considerations before the Council
   a. Discuss/approve Resolution 2014-9 Authorizing Resolution
   b. Discuss/approve contract with S.E.H. – Engineering Report Raw Water Storage Tank (Strand)
   c. Discuss/approve contract with S.E.H. - Plans & Specs – Raw Water Storage Tank (Strand)
   d. Discuss/approve contract with S.E.H. – for Contract Management – Raw Water Storage Tank (Strand)
   e. Discuss/approve authorized representative resolution
   f. Discuss/approve resignation of Robert Monroe from the Room Tax Committee
   g. Discuss/approve appointment of Eric Reis to the Room Tax Committee
   h. Discuss/approve proposed CSM – Abbyland Foods (Page 8-9)
   i. Discuss/approve proposed CSM – Paul Jakel (Page 10-11)
   j. Discuss/approve proposed CSM – Scott Christensen (Page 12-13)
   k. Discuss/approve advertising for bid of the Waste Water Treatment Plant – pending USDA funding
   l. Discuss/approve repealing Ordinance 2-3 – Administrator (Page 14-18)
   m. Discuss/approve increasing Municipal Court costs to $38 per citation (from $28) per increase in State Statute

Committee Reports
6. Update on Public Works Projects
7. Discuss/approve Special Limited Exemption Permit exceptions (Kathy Knight)
8. Abbotsford Fire & Ambulance Department (Mayor Rachu)
   a. Minutes from Ambulance – July 7 and 20, 2014 (Page 19-21)
   b. Minutes from Fire – July 2, 2014 (Page 22)
9. Abbotsford Library – (Mayor Rachu)
   a. Minutes from June , 2014
10. Water and Sewer/Public Works (Voss & Horacek)
   a. Minutes from June 23, 2014 (Page 23-24)
   b. Discuss/approve the purchase of the remaining fuses for the water treatment plants.
   c. Discuss/approve requiring contractors to purchase a key for a $10 annual fee to allow access to the landfill

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.

d. Discuss/approve the donation funds by Vivian Kramer to add an addition onto the Red Arrow Park Shelter

e. Discuss/approve allowing the committee to approve the final bid for construction of the Red Arrow Park Shelter (to be opened August 14, 2014 at 8:15 a.m.)

f. Discuss/approve change order for Switlick and Sons for Pine Street in the amount of $12,859.00

g. Discuss/approve City Building Inspector (Page 25-29)

11. Police Commission (Werner)

a. Police Minutes from July 14, 2014 (Page 30-31)

b. Police bills in amount of $15,707.51 (Page 32-33)

12. License – Ordinance – Eco Development (Horacek)

a. Minutes from July 30, 2014 (Page 34)

b. Building Permits:

23	2014-20	AL	UHLIG	305 SYCAMORE ST	SUN ROOM ADDITION	7/8/2014	$3,000.00	CLARK	RESIDENTIAL
24	2014-21	CYNTHIA	REINKE	200 W PINE ST	SHINGLES - ROOF	7/10/2014	$5,000.00	CLARK	RESIDENTIAL
25	2014-22	WE ENERGIES		601 W PINE ST	REGULATOR BUILDING A LINE BUILDING	7/11/2014	$16,000.00	CLARK	COMMERCIAL
26	2014-23	MATT	CIHLAR	308 W LARCH ST	SHINGLES	7/14/2014	$7,000.00	CLARK	RESIDENTIAL
27	2014-24	DENNIS	KRAMER	202 SWAMPBUCK DRIVE	ADDITION TO HOME	7/15/2014	$35,000.00	CLARK	RESIDENTIAL UDC PERMIT
28	2014-25	SETH	PINTER	311 S 4TH STREET	TAKING OFF LEIN-TO AND REMODELING INSINDE	7/23/2014	$6,000.00	CLARK	RESIDENTIAL
29	2014-26	DENNIS	HINRICHSEN	307 S 7TH ST	GARAGE ADDED FRONT OF HOUSE	7/24/2014	$34,000.00	CLARK	RESIDENTIAL
30	2014-27	FRANKIE & TAMARA	SOTO	101 N 6TH ST	PATIO	8/1/2014	$7,200.00	MARATHON	RESIDENTIAL
31	2014-27	AL	TRANBERG	506 N 3RD AVE	NEW GARAGE	8/1/2014	$60,000.00	CLARK	RESIDENTIAL

c. Discuss/approve original Operators Licenses – Adriana Lozoya and Leticia Rodriguez – La Tropicana

d. Discuss/review memo of changes to the Codification/additional memos (Page 35-44)

13. Finance and Personnel (Schwantes)

a. Minutes from July 15, 2014 (Page 45)

b. Discuss/approve contract with Payment Service Network, Inc for the handling of on-line water and sewer payments (Page 46-62)

c. Discuss/approve Cell phone reimbursement policy (Page 63)

14. Cemetery (Rachu)

a. Minutes from May 28, 2014 (Page 64)

15. Board of Appeals

a. Minutes from July 2, 2014 and July 30, 2014 (Page 65-66)

16. United Communities of Clark County (Mayor Rachu)

a. Minutes from July 30, 2014

17. Set additional committee meetings on the calendar (Page 67-68)

18. Adjourn

Minutes from the Abbotsford City Council held July 1, 2014 in the Abbotsford City Council Chambers

Council President Voss **called the regular meeting to order** at 6:00 p.m.

Roll call: Council President Voss, Horacek, Werner, Anders, Gosse, Mediger, and Schwantes

The **Pledge of Allegiance** was recited.

Under **Comments by the Council President**, Voss stated that she will be acting as a voting member tonight. Voss stated that there are two issues on the table that have been at committee and are on this council meeting. It was stated that committees are meant to gather information and many times additional information is obtained after the committee and prior to the Council meeting.

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

Motion Anders/Gosse to **waive the reading and approve the minutes from the Council** held June 2, 2014, motion carried without negative vote.

Considerations before the Council
Under discuss/approve Resolution 2014-8 Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code Lopez explained. Motion Mediger/Horacek to approve as presented. Motion carried without negative vote.

Resolution 2014-9 Authorizing Resolution – was tabled.

Under **discuss/approve Resolution 2014-10 MABAS Wisconsin Resolutions (Mutual Aid Box Alarm System)**; Voss stated this is very similar to current practices. There were no questions presented to the Fire Chief. Motion Schwantes/Mediger to approve as presented. Motion carried without negative vote.

Committee Reports
Under **update on Public Works projects**, Stuttgen stated that the Pine Street project is in process; they are near the final steps of the project.

Under **update on Special Limited Exemption Permit License**; it was stated the application is on file and the City will look into this further at the August Public Works meeting.

Abbotsford Fire and Ambulance Department was presented by Council President Voss. Minutes from Ambulance from June 3 and 15, 2014 were presented. It was questioned the "no name disbursement" in the amount of $1,414.67 was for. It was stated that the Ambulance Chief will be contacted and the City will receive an answer in the morning.

Minutes from **Fire Department** from May 28, 2014 were presented. It was stated that David Wiese is handling the setup of the Tent account with the Attorney. Anders will check with Wiese on the progress. Mediger questioned if the process of dealing with Carlson Highland has improved; Chief Apfelbeck stated that things are progressing. This weekend will be the 4th of July fireworks display at dusk. Apfelbeck stated that the City has kept the price the same for many years and the show is getting smaller. Apfelbeck questioned if there would be objections from the Council if the Fire Department would pull the Hazmat trailer to Owen when doing the Owen Fireworks show; Permission was granted.

Abbotsford Library was presented by the Council President Voss.
Minutes from May 13, 2014 were presented. There were no comments or questions.

Water and Sewer/Public Works was presented by Voss and Horacek.
Minutes from June 25, 2014 were presented.

Under **discuss/approve Thaw Policy**, motion Mediger/Werner to approve version *three* with changing $110 per hour per man and $300 per incident; Motion carried 5:2 (Horacek, Gosse)

Under **discuss/approve schedule of fees**, motion Schwantes/Werner to approve as presented (see attached). Motion carried without negative vote.

Under **discuss/approve having Stuttgen work with resident Robert Stacke** to saw the end corners of his driveway and replace with concrete and rebar; to be completed in conjunction with other city concrete projects; Voss stated that she spoke with the Mayor and he was uncomfortable with the City proceeding with this motion as it is unknown how the driveway was cracked. It was stated that during the committee meeting it was unknown that this could be turned over to our insurance; it was stated that we will submit this to our insurance company. Motion Schwantes/Werner to turn this over to the City insurance company. Motion carried without negative vote.

Under **discuss/approve accepting the donation of the park bench** with Stuttgen pouring a concrete slab to secure the bench. Motion Schwantes/Horacek to approve accepting the donation of the park bench with Stuttgen pouring a concrete slab to secure the bench. Motion carried without negative vote.

Police Commission was presented by Werner.
Police Minutes from June 9, 2014 were presented.
Motion Schwantes/Gosse to approve the Police bills in amount of $5,567.94. Motion carried without negative vote.

License & Building was presented by Horacek.
Building Permits were presented:

ID	PERMIT #	FIRST NAME	LAST NAME	ADDRESS	EXPLAINATION	DATE ISSUED	COST	COUNTY	RESIDENTIAL/COMMERICAL	AMOUNT
17	2014-14	ALEJANDRO	MARTINEZ SANCHEZ	319 N SECOND ST	REPLACE SEWER, REMODEL BATHROOM, ADD GARAGE DRAIN	6/3/2014	$5,000.00	CLARK	RESIDENTIAL	38
18	2014-15	ROB & ROCKY	SCHAALMA	210 W PINE STREET	NEW ROOF	6/4/2014	$7,700.00	CLARK	RESIDENTIAL	42
19	2014-16	ABBYLAND FOODS		920 E SPRUCE STREET	RENOVATING OF OLD C-STORE	6/10/2014	$55,000.00	MARATHON	COMMERCIAL	158
20	2014-17	ABBYLAND FOODS		607 E SPRUCE STREET	RENOVATION OF FORMER BANK AND GROUNDS	6/10/2014	$40,000.00	MARATHON	COMMERCIAL	128
21	2014-18	PEDRO	OCHOA	314 N FOURTH STREET	REDO AND EXPANDING BATHROOM	6/13/2014	$5,000.00	MARATHON	RESIDENTIAL	30
22	2014-19	TERRY	KRUG	121 W SPRUCE ST	EXTENSION TO GARAGE	6/20/2014	$10,000.00	CLARK	RESIDENTIAL	48

License & Building Permits were presented by Horacek.

Motion Anders/Horacek to approve the **Renewal Operator Licenses** as presented:

Elizabeth Hartel – Poehnelt & Leu (DBA: Corral Bar & Grill
Ashley Seefluth – Pizza Hut
Almi Meraz – Acker Abbotsford (DBA: Abbotsford Travel Stop)
Trishia Fechhelm – Dollar General
Holly Wilke – Dollar General
Jaclyn Schmitt – Dollar General
Jennifer Schaefer – Acker Abbotsford (DBA: Abbotsford Travel Stop)
Lisa Olson – SSG Corporation (Holiday)
Kayla Breu – Pizza Hut
Motion carried without negative vote. Motion carried without negative vote.

Motion Horacek/Schwantes to approve the **Original Operator Licenses** as presented:

Shawna Stoiber – Acker Abbotsford (DBA: Abbotsford Travel Stop)
Rachel Wagner – Acker Abbotsford (DBA: Abbotsford Travel Stop)
Tammy Schmitt – Shopko
Jamie Wodinowich – Dollar General

Under discuss/approve **Exclusive use of Shortner Park – Ivone Vasquez** - July 12, 2014motion Mediger/Gosse to approve as presented. Motion carried without negative vote.

Finance and Personnel was presented by Schwantes.

Minutes from June 16, 2014 was presented. It was stated that during the audit presentation the Auditor suggested that the City set aside about $25,000 in fund balance for the next five years.

Under discuss/approve **Vacation time policy**; it was clarified that there was no accrual benefits will only be added on anniversary date. Motion Schwantes/Anders to approve policy with OPTION C with striking the last sentence. Motion carried without negative vote.

Abbotsford Colby Area Chamber of Commerce

Minutes from June 4, 2014 were presented. There were no comments or questions.

Additional committee meetings were set on the calendar.

Motion Werner/Gosse to **adjourn.** Motion carried without negative vote.

Schedule of Fees

1-3-1

6-2-2(e) (12)	Sidewalk Materials Variance	$25.00 per application
6-2-3	Curb and Gutter Permit	$25.00 per application
6-2-4(a) (2)	Street Opening Permit	$25.00 each plus $300 expenses Deposit; $75.00 if work commenced Without permit
6-2-4(a) (3)	Emergency (Late) Street Opening Permit	$75.00
6-2-4(e)	Street opening Permit Renewal	$25.00
6-2-7(c)	Street Privilege Permit	$20.00 per application
6-2-8	City Snow Removal	$50.00 minimum charge plus actual removal costs
8-1-6	Lawn Mowing	$65/hour
6-2-15	**Use/Lease of City Equipment**	
	Labor	$90.00/hour
	Sewer Jet	$150.00/hour
	Sewer Camera	$150.00/day
	Dump Truck	$75.00/hour
	Road Grader	$90.00/hour
	Boom Truck	$85.00/hour
	Back Hoe	$110.00/hour
	Snow Blower on Loader	$150.00/hour
	End Loader	$150.00/hour
	Skid Steer	$110.00/hour
	Trench Box	$75.00/hour
	Locator	$125.00/day
		$75.00/day
6-3-1(c)	Driveway Permit	$25.00 per application
6-3-2(f) (2)	Culvert Permit	$25.00 per application
6-4-7(a) (6)	Public Tree Planting Permit	No Fee
7-1-3(a)	Spayed Female or Neutered Dog	$3.00 annually (Clark County) $5.00 annually (Marathon County)
7-1-3(a)	Unspayed Female or Unneutered Dogs	$8.00 annually (Clark County) $10.00 annually (Marathon County)

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

Naturally WISCONSIN

July 29, 2014

JENNIFER LOPEZ CLERK
CITY OF ABBOTSFORD
203 E BIRCH ST PO BOX 589
ABBOTSFORD WI 54405-0036

Project Number: W-2014-0429
PWSID#: 7370485
DNR Region: WCR
County: MARATHON

SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS FOR REPLACEMENT OF AN EXISTING 188,000-GALLON RAW WATER STORAGE STANDPIPE WITH NEW CONSTRUCTION OF A 242,700-GALLON RAW WATER STORAGE STANDPIPE AT ABBOTSFORD, WISCONSIN

Dear Ms. Lopez:

The Wisconsin Department of Natural Resources, Division of Water, Bureau of Drinking Water and Groundwater, is conditionally approving plans and specifications for replacement of an existing 188,000-gallon raw water, storage standpipe with new construction of a 242,700-gallon raw water storage standpipe at Abbotsford, Wisconsin. An engineering report or information of sufficient detail to meet the requirements of s. NR 811.09(3), Wis. Adm. Code, was submitted along with the plans and specifications.

Water system name: Abbotsford Waterworks
Date received: 07/01/2014
Length of Time Extension: None
Engineering firm: SEH Inc.
Professional Engineer: Jon I. Strand, PE
Regional DNR Contact: Glenn Falkowski, DNR, 5301 Rib Mt Drive, Wausau, WI 54401, (715) 359-5284; glenn.falkowski@wisconsin.gov

Background: The Department reviewed the preliminary engineering report on June 18, 2014 under Project #W-2014-0370. The report describes:

The City's water treatment and distribution system consists of 26 wells, three treatment plants, two storage tanks, and just over 28 miles of water mains.

The existing 400,000-gallon elevated tower was constructed in 1995-1997 for storing treated water. The existing 188,000 gallon water storage standpipe was constructed in 1904 for storing raw water from the wells. The engineer inspected the standpipe and stated that the standpipe is built of riveted steel plate construction and is 110 years old. This riveted type of construction with overlapping plates creates areas of corrosion between the plates that cannot be reconditioned. The structure is approaching the end of its service life and is showing signs of corrosion failure. The reservoir is a critical part of the raw water collection system and is necessary to collect water during low usage periods. Without this reservoir, the overall capacity of the Central collection system wells is reduced because water from the wells cannot be captured and stored during low usage periods. The stand pipe must be replaced for reliable water supply.

The report evaluated the alternatives for providing reliable raw water storage and system improvements. The report evaluated alternatives to replacing the exiting raw water standpipe and water system improvements and made the following recommendations:

The report made the following recommendations:

1. Demolish/remove the existing 188,000-gallon raw water standpipe and replace it with a new 200,000-gallon or larger steel type raw water standpipe at the same location.
2. Upgrade SCADA controls for Wells: 3, 4, 6, 7, 8, 9 and 15; and
3. Provide emergency power connections for Wells No. 6, 8 and 15

Project description: It is proposed to construct a 242,770 gallon raw water storage standpipe for the City of Abbotsford. The new standpipe will be constructed at the same location as the existing 188,000-gallon standpipe which will be demolished before commencing construction of the proposed standpipe. The need of the project was reviewed by the Department on June 18, 2014 as presented above under sub-heading - Background. The construction specifications of the proposed tank are as follows:

Owner: City of Abbotsford

Type of Water Storage Tank: A glass-fused-to-steel (glass lined) bolted raw water storage standpipe.

Location: 300 N. Second Avenue, Abbotsford, Wisconsin.

Site Access: The site is accessible during the entire year.

Service Area - Pressure Zone: None. The standpipe will supply raw water to the existing water treatment plant.

Flooding: No areas of the project are located within the floodway or floodplain.

Wetlands: No areas of the project are to be located within a wetland, pass through a wetland or impact a wetland.

Design Period: 20 Years

Storage Volume: 242,700 gallons

Elevation at Overflow: 1515.00 ft. USGS

Elevation at Top of Foundation of Storage Tank: 1432.50 ft. USGS

Highest Expected Normal Operational level in the Storage Tank: 1513.00 ft. USGS

Lowest Expected Normal Operational level in the Storage Tank: 1450.00 ft. USGS

Maximum and Minimum Operating pressure in Pressure Zone: N/A. This is a raw water storage tank for supply to the treatment plant.

Overflow: A steel overflow pipe with 45 degree bend will discharge 12 inches above a concrete splash pad that slopes to an area of class 3 rip rap over geotextile fabric that flow to a grass culvert lined with erosion mat over seeding that diverts water away. The overflow pipe will terminate with a #4 stainless steel screen and a removable hinged and counterweighted stainless steel #10 screen.

Splash Pad: 6' x10' Concrete splash pad

Overflow Inlet Box: Provided

Groundwater Depth below Floor: Estimated at 25 to 35 feet

Site Grading: It will be graded such that the surface water will not stand within 50 feet of the structure

Altitude Valve, if needed: N/A

Elevation at Bottom Water Line: 1432.50 ft. USGS

Head Range: 1432.50 feet – 1515.00 feet = 82.50 feet +/-

Height from top of foundation to high water level: 1432.50 feet – 1515.00 feet = 82.50 feet +/-

Finished ground surface: 1432.00 feet USGS

Tank Diameter: 22 feet +/-
Sidewall height to roof eave: 84 feet

Riser: 12-inch diameter inlet/outlet riser, insulated.

Silt Stop: 12-inch removable silt stop

Fill Rate: 600 gpm with all or some wells operating

Access Hatch: 30" diameter rain proof access hatch provided

Vent: Provided with 4 mesh stainless screen   Overlapping mushroom-shaped rain hood/cover completely shielding the screens will be provided.

Safety: OSHA compliant ladders, ladder guards, balcony railings etc. will be provided.

Paints/coating: This is a glass-fused-to-steel bolted raw water storage standpipe. This will have glass lined coating.

SCADA Controls: Monitoring of the tank's current water level will be tied into the Utility's existing radio SCADA system and control of the Water Treatment Plant.

Water Main Connection: The new elevated storage tank will be connected with the existing 12-inch raw water main. The connection will be provided with gate valves and associated appurtenances.

Connecting pipe buried depth: 7 feet

Means of Draining Tank to Waste: 1 hydrant for draining the tank to waste is located at tank connection.

Antennas and Other Networks Equipment: The Utility will not allow any commercial antennas. The Utility will have one (1) SCADA antenna and one (1) AM radio antenna as specified in Section (1) SCADA Antenna Section 16 90 00 2.01A6

Cathodic Protection: Will be installed as specified in Section- Passive cathodic protection section 33 16 103.02 E 5.

Security: Locked hatches and pole-mounted security lighting will be provided.

Variances being issued to Chapters NR 810 or NR 811, Wis. Adm. Code: None

Approval conditions related to Chapters NR 810 and NR 811, Wis. Adm. Code:

1. A pre-construction conference shall be held to ensure the understanding of, and compliance with, the approved plans and specifications, the proposed method of erosion control, the duties of the resident project representative, the disinfection and bacteriological sampling requirements of NR 810.09(4), Wis. Adm. Code and any special conditions listed below.

2. Glenn Falkowski of this Department shall be notified of the construction schedule so that a representative of the Department can be present if deemed necessary as required in s. NR 810.26(1), Wis. Adm. Code.

3. A competent resident inspector shall be provided during the course of construction as required in s. NR 811.11, Wis. Adm. Code.

4. The improvements shall be installed in accordance with the plans and specifications, and the above conditions, or subsequent essential and approved modifications as required in ch. NR 108, Wis. Adm. Code.

5. Glenn Falkowski of this Department shall be contacted for startup inspection and a written authorization for placing the water system improvements into service as required in s. NR 108.03(4) and s. NR 810.26 (1) (b), Wis. Adm. Code.

Approval conditions related to other Department requirements: None

Approval constraints: The project was reviewed in accordance with ss. 281.34 and 281.41, Wis. Stats. for compliance with Chapters NR 108, NR 810, NR 811 and NR 820, Wis. Adm. Code and is hereby approved in accordance with ss. 281.34 and 281.41, Wis. Stats. subject to the conditions listed above. This approval is valid for two years from the date of approval. If construction or installation of the improvements has not commenced within two years the approval shall become void and a new application must be made and approval obtained prior to commencing construction or installation.

This approval is based upon the representation that the plans submitted to the Department are complete and accurately represent the project being approved. Any approval of plans that do not fairly represent the project because they are incomplete, inaccurate, or of insufficient scope and detail is voidable at the option of the Department.

Be advised that this project may require permits or approvals from other federal, state or local authorities. For example, a certificate of authority from the Public Service Commission of Wisconsin may be required per s. 196.49, Wis. Stats. and ch. PSC 184, Wis. Adm. Code.

Appeal rights: If you believe that you have a right to challenge this decision, you should know that the Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. Requests for contested case hearings must be made in accordance with ch. NR 2, Wis. Adm. Code. Filing a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review. For judicial review of a decision pursuant to ss. 227.52 and

227.53, Wis. Stats., you must file your petition with the appropriate circuit court and serve the petition on the Department within 30 days after the decision is mailed. A petition for judicial review must name the Department of Natural Resources as the respondent.

Recommendations: The following recommendations are based on staff review of the project. The owner is not required to implement the recommendations in order to comply with the approval.

1. None

For the Secretary

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Kris C. Khatri, PE
Public Water Engineering Section
Bureau of Drinking Water and Groundwater
(920) 662-5406

Ecc: Glenn Falkowski
        Jon I. Strand, PE, SEH, Inc.
        Water Superintendent
        Denise Schmidt, PSC
        Peter Feneht, PSC
        Kyle Burton, DNR, Green Bay
        Norm Hahn, DG/5
        Jim Witthuhn, DG/5
        Mary E. Wagner, CF/2

City of Abbotsford
Resolution 2014-9
Authorizing Resolution
for the Submission of the
Safe Drinking Water Loan Program (SDWLP)
Financial Assistance Application

Relating to the City of Abbotsford participation in the Safe Drinking Water Loan Program.

WHEREAS, funds are available under the Safe Dirking Water Loan Program, administrated by the Wisconsin Department of Natural Resources; and

WHEREAS, after public meeting and due consideration the City Council of the City of Abbotsford has recommended that an application be submitted to the Safe Drinking Water Loan Program for the following project:

Replacement of an existing 188000-gallon raw water storage standpipe with the construction of a 242,700 gallon Raw Water Storage Standpipe at Abbotsford, Wisconsin; and

WHEREAS, it is necessary for the City Council to approve the preparation and filing of an application for the City to receive funds from this program; and

WHEREAS, the City Council has reviewed the need for the proposed project and the benefit to be gained there from;

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby approve and authorize the preparation and filing of an application for the above named projects and that Mayor Dale Rachu is hereby authorized to sign all necessary documents on behalf of the City; and that authority is hereby granted to the City Council to take the necessary steps to prepare and file the application for funds under this program in accordance with this resolution.

ADPOTED this 4th Day of August, 2014

ATTEST:

_____
Jennifer Lopez

_____
Mayor Dale Rachu

City of Abbotsford
Resolution 2014-10

AUTHORIZED REPRESENTATIVE TO FILE APPLICATIONS
FOR FINANCIAL ASSISTANCE FROM
STATE OF WISCONSIN – SAFE DRINKING WATER

WHEREAS, it is the desire of the **City of Abbotsford,** Wisconsin, a municipal corporation, to file an application for financial assistance for **its replacement of an existing 188,000-gallon raw water, storage standpipe with new construction of a 242,700 Gallon Raw Water Storage Standpipe;**

WHEREAS, it is necessary to designate a representative for filing said applications;

BE IT THEREFORE RESOLVED by the ***Abbotsford City Council*** of the **City of Abbotsford** that the **Mayor** is hereby appointed as the authorized representative for the **City of Abbotsford** for the purpose of filing these applications, and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

Adopted the **4th** day of **August, 2014**

City of Abbotsford
Room Tax Committee
Chairman Ralph Hlavin

This letter is to inform the City of
Abbotsford and room tax chairman Ralph Hlavin
of my resignation, effective 7/14/14.
Thank you for the opportunity to serve.

Bob Monroe

Bob Monroe
Room tax Committee

7

DRAFT

EIGHTH STREET

CSM 13-321-58-68
CSM 3056-11-226

N 1°45'30" E
<N 1°34'30" E>

666.88'

S 89°34'48" W
S 82°55'02" E
339.32'

160.06'

OFFICE
SHED

LOT 1
4.531 ACRES
197,380 SQ. FT.

OVERHEAD POWER LINES

LOT 1 CSM 3045-11-215

120.58'
CURB CUT

660.24'
N 89°36'09" E

N 7°09'40" E
610.36'

PARCEL 2 CSM 1410-6-91
PARCEL 1 CSM 1410-6-91

119.23'
458.55'
<458.75'>
S 82°55'45" E

N 1°44'58" E
<N 1°33'58" E>
66.33'
S 82°55'14" E

EAST BIRCH STREET

N 1°35'08" E
17.04'

S 1°35'08" W

SOUTH LINE SE1/4

LOT 2
7.299 ACRES
317,938 SQ. FT.

PARCEL 2 CSM 1410-6-91

BUILDINGS TO BE RAZED

539.66'
CURB CUT

S 89°35'01" W
CURB CUT

ABANDONED RAILROAD

364.55'
<364.42'>

608.62'
<608.82'>

S 1°44'50" W
<S 0°14'15" E>

SPRUCE STREET

GALVIN ROAD

33.02'
N 1°35'08" E
SEC. 6-28-2E
SMP SPIKE FOUND

33' 33'

33' 33'

51/4 CORNER
SEC. 6-28-2E
SMP SPIKE FOUND

2640.67'
SE CORNER
SEC. 6-28-2E
SMP SPIKE FOUND

50'
50'
50'

drainage
CURB CUT

UNPLATTED LANDS OWNED BY OTHERS

SCALE 1" = 150'

0   150   300

LEGEND

⦿ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
○ = 1.315" OD x 24" IRON PIPE
● = 1.315" OD IRON PIPE FOUND IN PLACE
◉ = 2.375" OD IRON PIPE FOUND IN PLACE
◎ = 1 1/4" IRON ROD FOUND IN PLACE
✕ = 3/4" REBAR FOUND IN PLACE
< > = PREVIOUSLY RECORDED AS
⊗ = 1.315" OD IRON PIPE 1.68lbs/ft. SET
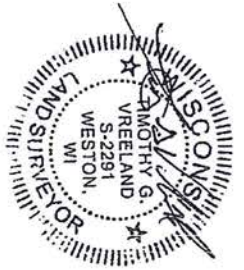
BEARINGS REFERENCED TO THE
SOUTH LINE OF THE SE1/4
BEARING N 89°36'09" E PER
WCCS(MARATHON) NAD83 (2011)

TIMOTHY G. VREELAND
S-2291
WESTON, WI
WISCONSIN LAND SURVEYOR
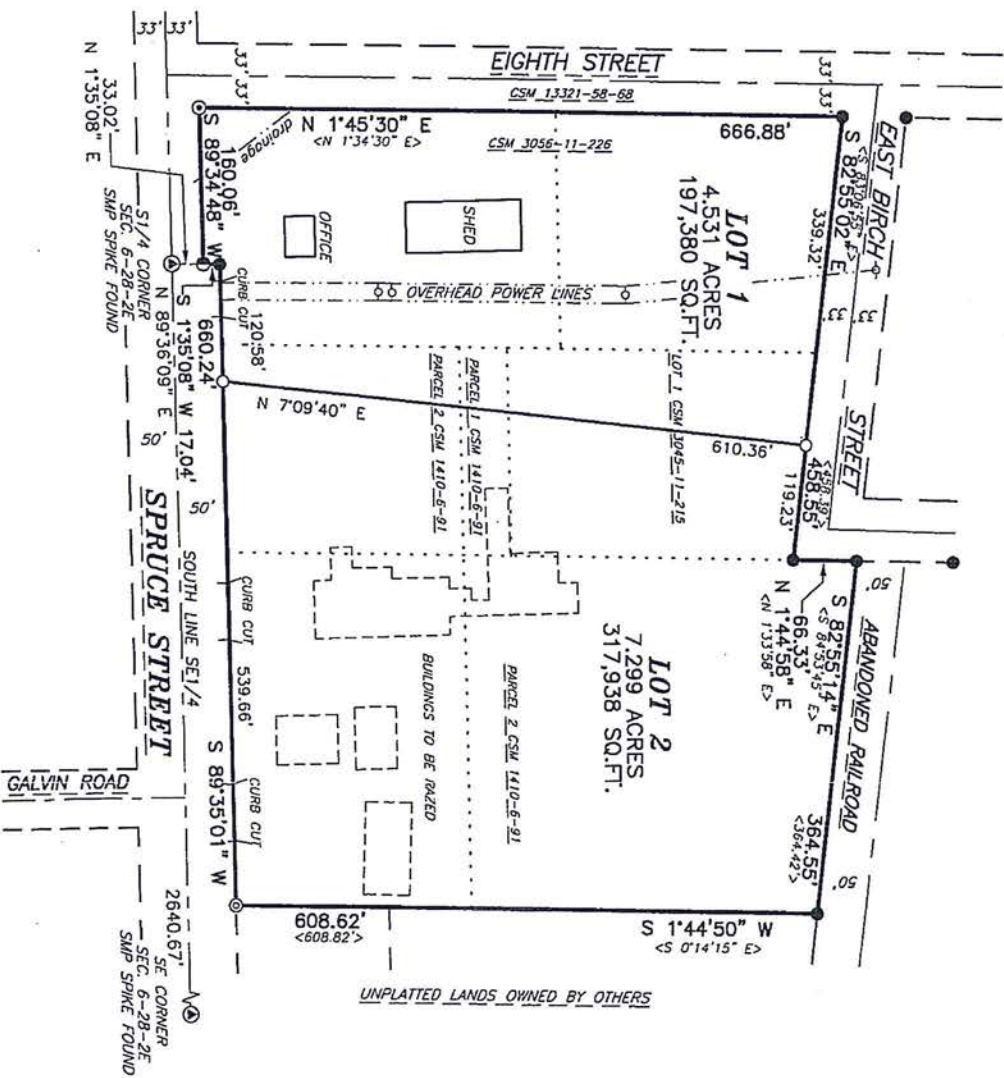
DRAFT

CERTIFIED SURVEY MAP

MARATHON COUNTY NO. _____ VOL. _____ PAGE _____

ALL OF PARCELS 1 & 2 OF CSM 1410, LOT 1 OF CSM 3045, LOT 1 OF CSM 3056,
LOCATED IN THE SW1/4 OF THE SE1/4 AND SE1/4 OF SECTION 6,
TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY
THAT AT THE DIRECTION OF AL DEILER AND BILL BIEL, I SURVEYED, MAPPED AND DIVIDED ALL OF
PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NUMBER 1410, RECORDED IN VOLUME 6 OF
SURVEYS ON PAGE 91, LOT 1 OF CERTIFIED SURVEY MAP NUMBER 3045, RECORDED IN VOLUME
11 OF SURVEYS ON PAGE 215, LOT 1 OF CERTIFIED SURVEY MAP NUMBER 3056, RECORDED IN
VOLUME 11 OF SURVEYS ON PAGE 226 ALL LOCATED IN THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE N 1°35'08" E
33.00 FEET TO THE NORTH LINE OF SPRUCE STREET AND TO THE POINT OF BEGINNING; THENCE
S 89°34'48" W ALONG THE NORTH LINE OF SPRUCE STREET 160.06 FEET TO THE EAST LINE OF
EIGHTH STREET; THENCE N 1°45'30" E ALONG THE EAST LINE OF EIGHTH STREET 666.88 FEET TO
THE SOUTH LINE OF EAST BIRCH STREET; THENCE S 82°55'02" E ALONG THE SOUTH LINE OF
EAST BIRCH STREET 458.55 FEET; THENCE N 1°44'58" E ALONG THE EAST LINE OF EAST BIRCH
STREET 66.33 FEET; THENCE S 82°55'14" E ALONG THE NORTH LINE OF CERTIFIED SURVEY MAP
NUMBER 1410 364.55 FEET; THENCE S 1°44'50" W 608.62 FEET TO THE NORTH LINE OF SPRUCE
STREET; THENCE S 89°35'01" W ALONG THE NORTH LINE OF SPRUCE STREET 660.24 FEET;
THENCE S 1°35'08" W 17.04 FEET; THENCE S 89°34'08" W ALONG THE NORTH LINE OF SPRUCE
STREET 160.06 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS
AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE
LAND SURVEYED AND THE DIVISION AND THE CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN
SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN
ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF CITY OF ABBOTSFORD, ALL TO THE
BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 16TH DAY OF JULY, 2014

TIMOTHY G. VREELAND   R.L.S. 2291

TIMOTHY G.
VREELAND
S-2291
WESTON,
WI

WISCONSIN
LAND SURVEYOR

9

CLARK COUNTY
CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1 OF CLARK COUNTY CERTIFIED SURVEY MAP NO.
2051 (V. 9 P. 375, DOC#: 587489) LOCATED IN PART OF THE SW1/4
SE1/4 AND PART OF THE SE1/4 SE1/4 OF SECTION 35, TOWNSHIP 29
NORTH, RANGE 1 EAST, ALSO LOCATED IN PART OF THE NW1/4 NE1/4
AND PART OF THE NE1/4 NE1/4 OF SECTION 2, TOWNSHIP 28 NORTH,
RANGE 1 EAST, LOCATED IN THE CITY OF ABBOTSFORD AND THE
TOWN OF COLBY, ALL IN CLARK COUNTY, WISCONSIN, ALSO
INCLUDING PART OF CLARK COUNTY CERTIFIED SURVEY MAP NO. 78 &
PART OF LOT 1 OF CLARK COUNTY CERTIFIED SURVEY MAP NO. 1371.

PREPARED FOR:
PAUL JAKEL
P.O. BOX 566
ABBOTSFORD, WI 54405
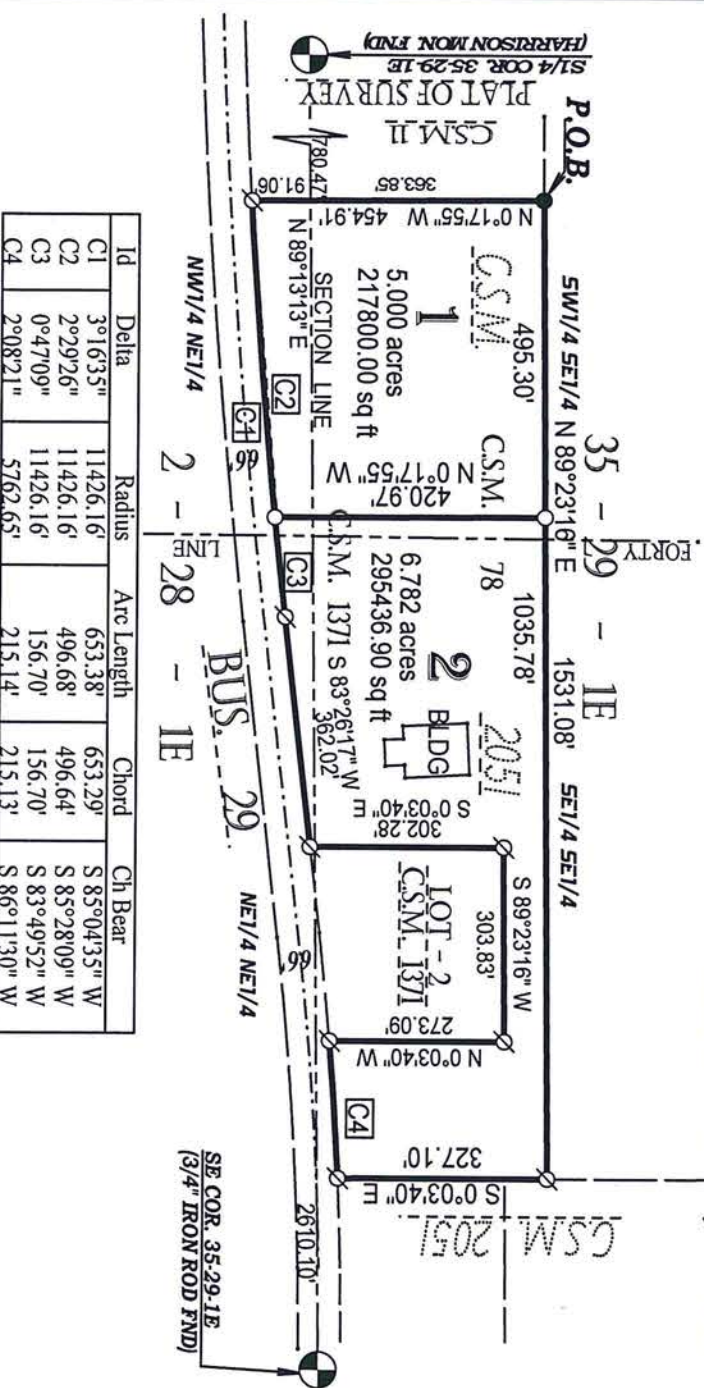
Id	Delta	Radius	Arc Length	Chord	Ch Bear
C1	3°16'35"	11426.16'	653.38'	653.29'	S 85°04'35" W
C2	2°29'26"	11426.16'	496.68'	496.68'	S 85°28'09" W
C3	0°47'09"	11426.16'	156.70'	156.70'	S 83°49'52" W
C4	2°08'21"	5762.65'	215.14'	215.13'	S 86°11'30" W

CSM 1 1
5.000 acres
217800.00 sq ft

CSM 2
6.782 acres
295436.90 sq ft

SHEET 1 OF 2

CERTIFICATE OF CITY TREASURER

I, _____ being the qualified and acting treasurer of the City of Abbotsford, do hereby certify that in
accordance with the records in my office show no unpaid taxes or no unpaid special assessments as of JULY____ 2014, on any of the land
included on this Certified Survey Map.

SIGNED _____
CITY CLERK - TREASURER

COMMON COUNCIL RESOLUTION

Resolved, that this CERTIFIED SURVEY MAP located in the City of ABBOTSFORD is hereby approved by the COMMON COUNCIL.

SIGNED _____
MAYOR   July____ 2014

I hereby certify that the foregoing is a copy of a resolution adopted by the COMMON COUNCIL of the City of Abbotsford, Clark County,
Wisconsin.

SIGNED _____
CITY CLERK   July____ 2014

CERTIFICATE OF CITY TREASURER

DATE _____

VOL. _____   PAGE _____

BASIS FOR BEARINGS:
THE SOUTH LINE OF THE SE1/4 SECTION 35 ASSUMED
A BEARING OF N 89°13'13" E FOR THIS MAP.

O 1" O.D. X 24" IRON PIPE SET (1.13#/FT)
● 3/4" IRON ROD FOUND
Ø 1" O.D. IRON PIPE FOUND

SCALE: 1" = 300'

NORTH

BADGER-LAND
SURVEY, LLC
2610 WEST GRAND AVE.
WISCONSIN RAPIDS, WI 54495
PHONE: (715) 424 - 5900
FAX: (715) 424 - 5901
E-MAIL: blsurvey@wctc.net
www.badgerlandsurvey.com

DRAWN BY: KW   JOB#: 11404B

SURVEYOR'S CERTIFICATE:

I, KEVIN M. WHIPPLE, PROFESSIONAL LAND SURVEYOR, hereby certify;

That I have surveyed, divided and mapped this Certified Survey Map being all of Lot 1 of Clark County Certified Survey Map No. 2051 (V. 9 P. 375, Doc#. 587489) located in part of the SW1/4 SE1/4 and part of the SE1/4 of Section 35, Township 29 North, Range 1 East, Also located in part of the NW1/4 NE1/4 and part of the NE1/4 NE1/4 of Section 2, Township 28 North, Range 1 East, Located in the City of Abbotsford and the Town of Colby, All in Clark County, Wisconsin, Also including part of Clark County Certified Survey Map No. 78 & part of Lot 1 of Clark County Certified Survey Map No. 1371, bounded and described as follows;

Commencing at the NW COR. of Lot 1 of Clark county Certified Survey Map No. 2051, said point being the POINT OF BEGINNING;
Thence N 89°23'16" E, a distance of 1531.08' to an iron monument;
Thence S 0°0340" E, a distance of 327.10' to an iron monument;
Thence along a curve to the LEFT, whose chord bears S 86°11'30" W, for a distance of 215.13' to a iron monument, having a radius of 5762.65' a central angle of 2°08'21'';
Thence N 0°0340" W, a distance of 273.09' to an iron monument;
Thence S 89°23'16" W, a distance of 303.83' to an iron monument;
Thence S 0°0340" E, a distance of 302.28' to an iron monument;
Thence S 83°26'17" W, a distance of 362.02' to an iron monument;
Thence along a curve to the RIGHT, whose chord bears S 85°04'35" W, for a distance of 653.29', to an iron monument, having a radius of 11426.16' and a central angle of 3°16'35'';
Thence N 0°17'55" W, a distance of 454.91' to an iron monument being the POINT OF BEGINNING; subject to right-of-ways, easements, restrictions and reservations of record, IF ANY.

That I have made such survey at the direction of *PAUL JAKEL*
P.O. BOX 566
ABBOTSFORD, WI 54405

That such map is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made; That I have complied fully with the provisions of Chapter 236.34 Wisconsin Statutes and the City of Abbotsford Municipal Code in Surveying and Mapping the same to the best of my knowledge and belief.

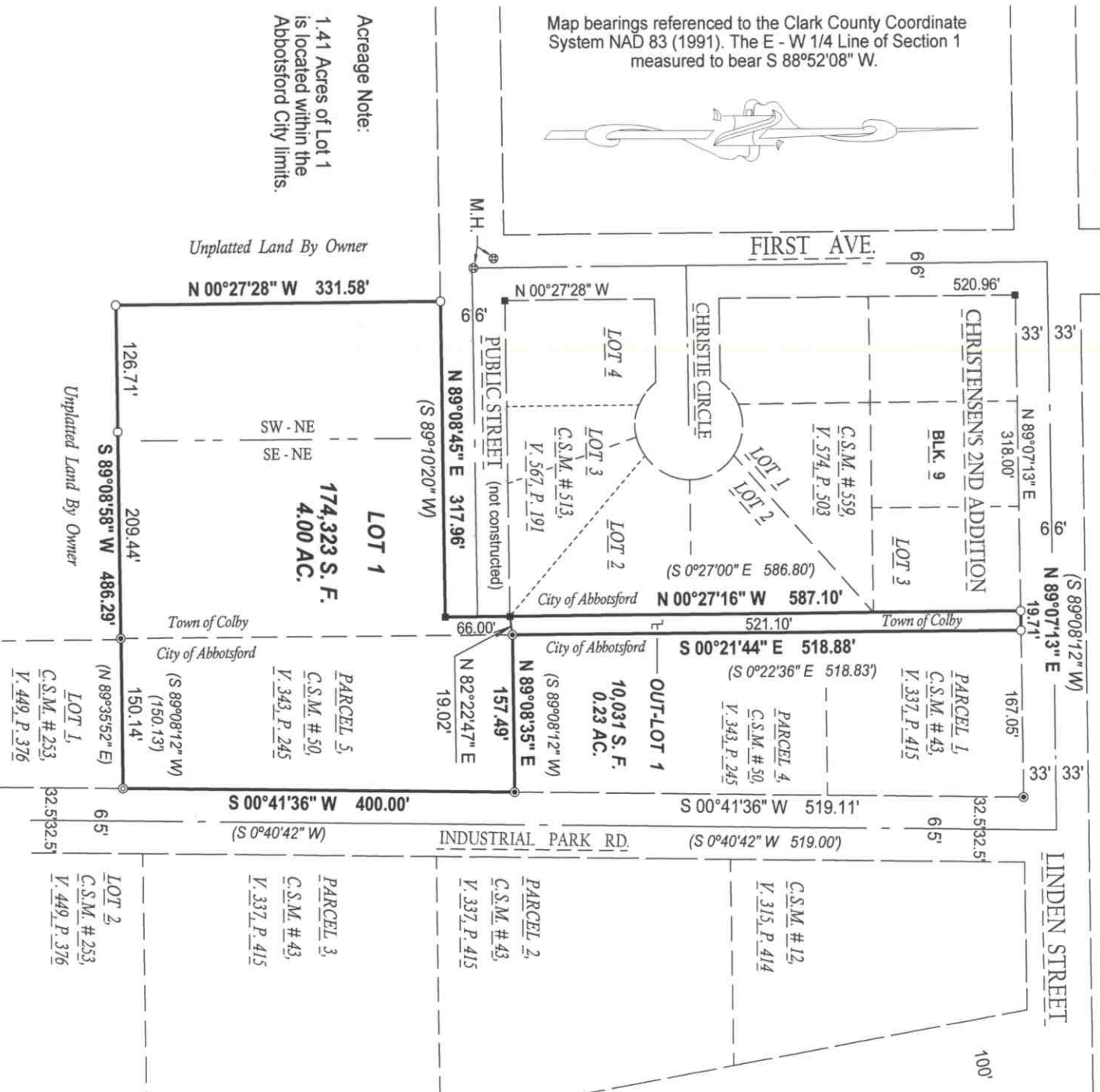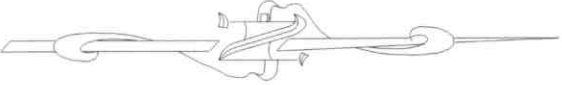KEVIN M. WHIPPLE P.L.S.2444
Drafted By: KEVIN WHIPPLE

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CLARK COUNTY
CERTIFIED SURVEY MAP No. ___

Being part of the SE 1/4 of the NE 1/4 and part of the SW 1/4 of the NE 1/4, Section 1, T28N, R1E, Town of Colby, AND being Parcel 5 of C.S.M. No. 50, recorded in V. 343 on P. 245, located in the SE 1/4 of the NE 1/4, Section 1, T28N, R1E, City of Abbotsford, all in Clark County, Wisconsin

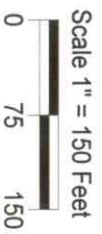Map bearings referenced to the Clark County Coordinate System NAD 83 (1991). The E - W 1/4 Line of Section 1 measured to bear S 88°52'08" W.

PRELIMINARY

Acreage Note:
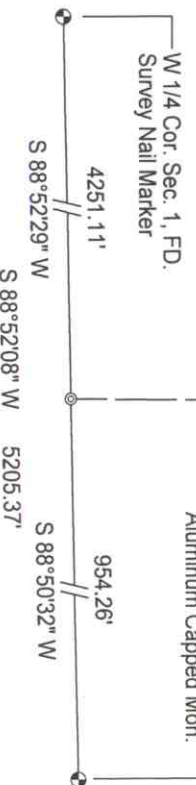1.41 Acres of Lot 1 is located within the Abbotsford City limits.

LEGEND
- ○ — Set 3/4" x 24" Iron Rebar @ 1.50 Lbs / Ft
- ◉ — Found 1-1/4" OD Iron Pipe
- ⊙ — Found 1" OD Iron Pipe
- ■ — Found 1-1/4" Iron Bar

Scale 1" = 150 Feet
0   75   150

Sheet 1 of 2

12

APPROVED BY THE CITY OF ABBOTSFORD

JENNIFER LOPEZ, CITY CLERK

Drafted By: Richard A. Denzine
Denzine Surveying Inc. 122 W. 8th Avenue
Stanley, WI 54768 (715) 709 - 0133

FIRST AVE.

Unplatted Land By Owner

N 00°27'28" W   331.58'

SW - NE
SE - NE

126.71'

S 89°08'58" W   486.29'

209.44'

Unplatted Land By Owner

LOT 1
174,323 S. F.
4.00 AC.

N 89°08'45" E   317.96'
(S 89°10'20" W)

PUBLIC STREET (not constructed)

6.6'

N 00°27'28" W

CHRISTIE CIRCLE

CHRISTENSEN'S 2ND ADDITION

LOT 4

LOT 3
C.S.M. #513
V. 567, P. 191

LOT 2

LOT 1
LOT 2

LOT 2

LOT 3

BLK. 9

C.S.M. #559
V. 574, P. 503

N 89°07'13" E
318.00'

520.96'

33'   33'
6.6'

(S 0°27'00" E 586.80')

N 00°27'16" W   587.10'
City of Abbotsford

N 89°07'13" E
19.71'

(S 89°08'12" W)

66.00'

Town of Colby
City of Abbotsford

PARCEL 5
C.S.M. #50,
V. 343, P. 245

N 82°22'47" E
157.49'

19.02'

N 89°08'35" E
19.71'

City of Abbotsford
S 00°21'44" E   518.88'
Town of Colby

521.10'

(S 0°22'36" E 518.83')

OUT-LOT 1
10,031 S. F.
0.23 AC.

PARCEL 1
C.S.M. #43,
V. 337, P. 415

PARCEL 4
C.S.M. #50,
V. 343, P. 245

167.05'

33'   33'
32.5

(N 89°35'52" E)
150.14'
(150.13')

LOT 1
C.S.M. #253,
V. 449, P. 376

S 00°41'36" W   400.00'
(S 0°40'42" W)

INDUSTRIAL PARK RD.

S 00°41'36" W   519.11'
(S 0°40'42" W 519.00')

LOT 2
C.S.M. #253,
V. 449, P. 376

32.5

65'

PARCEL 3
C.S.M. #43,
V. 337, P. 415

PARCEL 2
C.S.M. #43,
V. 337, P. 415

C.S.M. #12,
V. 315, P. 414

65'
32.5

LINDEN STREET

100'

W 1/4 Cor. Sec. 1, FD.
Survey Nail Marker

4251.11'
S 88°52'29" W
S 88°52'08" W
5205.37'
S 88°50'32" W
954.26'

396.84'
N 00°41'08" E

E 1/4 Cor. Sec. 1, FD.
Aluminum Capped Mon.

M.H.

PRELIMINARY

Being part of the SE 1/4 of the NE 1/4 and part of the SW 1/4 of the NE 1/4, Section 1, T28N, R1E, Town of Colby, AND being Parcel 5 of C.S.M. No. 50, recorded in V. 343 on P. 245, located in the SE 1/4 of the NE 1/4, Section 1, T28N, R1E, City of Abbotsford, all in Clark County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Richard A. Denzine, Professional Land Surveyor, hereby certify: That I have surveyed, divided and mapped part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 28 North, Range 1 East, Town of Colby, AND Parcel 5 of Clark County Certified Survey Map No. 50, recorded in Volume 343 on Page 245, located in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 28 North, Range 1 East, City of Abbotsford, all in Clark County, Wisconsin, and further described as follows:

Commencing at the E 1/4 corner of said Section 1, thence S 88°50'32" W, a distance of 954.26 feet; thence N 00°41'08" E, a distance of 396.84 feet to a found 1 inch outside diameter iron pipe marking the SE corner of Parcel 5 of Clark County Certified Survey Map No. 50, said pipe being the POINT OF BEGINNING; thence S 89°08'58" W, along the south line of said Parcel 5 extended, a distance of 486.29 feet; thence N 00°27'28" W, a distance of 331.58 feet to a point on the south right-of-way line of a platted Public Street; thence N 89°08'45" E, along said south right-of-way line, a distance of 317.96 feet to a found 1-1/4 inch iron bar marking the SE corner of the platted Public Street; thence N 00°27'16" W, along the east end of said Public Street, the east line of Lot 2 of C.S.M. No. 513, the east line of Lot 2 of C.S.M. No. 559, and the east line of Lot 3 of Block 9 of Christensen's 2ND Addition, a distance of 587.10 feet to a point on the south right-of-way line of Linden Street; thence N 89°07'13" E, along said south right-of-way line, a distance of 19.71 feet to the NW corner of Parcel 1 of C.S.M. No. 43; thence S 00°21'44" E, along the west line of said Parcel 1 and along the west line of Parcel 4 of C.S.M. No. 50, a distance of 518.88 feet to a found 1-1/4 inch outside diameter iron pipe marking the NW corner of Parcel 5 of said C.S.M. No. 50; thence N 89°08'35" E, a distance of 157.49 feet to a found 1-1/4 inch outside diameter iron pipe marking the NE corner of said Parcel 5; thence S 00°41'36" W, along the east line of said Parcel 5, a distance of 400.00 feet to the POINT OF BEGINNING. Parcel contains 184,354 square feet or 4.23 acres. Parcel subject to any easements or restrictions of record.

That I have made this survey, land division and map under the direction of Scott Christensen, purchaser; That said map is a correct and accurate representation of the exterior boundaries of the lands surveyed and the subdivision thereof made. That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the subdivision regulations of the City of Abbotsford and the County of Clark in surveying, dividing and mapping the same.

RICHARD A. DENZINE,   P.L.S. - 2781

ORDINANCE CREATING THE POSITION, DUTIES AND RESPONSIBILITIES OF THE "OFFICE OF CITY ADMINISTRATOR" AS CHAPTER 2-3, OF THE MUNICIPAL CODE OF THE CITY OF ABBOTSFORD.

The Common Council of the City of Abbotsford does ordain as follows:

Section 1. Chapter 2-3-14 of the Municipal Code of the City of Abbotsford is hereby created to read as follows:

(a)   Office of the City Administrator.

In order to provide the City of Abbotsford with a more efficient, effective, and responsible government under a system of a part-time mayor and part-time common council (hereinafter referred to as "council") at a time when city government is becoming increasingly complex, there is hereby created the Office of City Administrator for the City of Abbotsford (hereinafter referred to as "administrator").

(b)   Appointment, Term of Office, and Removal.

The administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote (two-thirds vote) of the council. For the purposes of appointing or terminating the administrator, the mayor and each alderman shall cast one vote. The administrator shall sign an employment contract with the City of Abbotsford. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the Municipal Code of the City of Abbotsford.

(c)   Functions and Duties of the Administrator.

The administrator, subject to the limitations defined in resolutions and ordinances of the City of Abbotsford and Wisconsin State Statutes, shall be the chief administrative officer of the city, responsible only to the mayor and the council for the proper administration of the business affairs of the city, pursuant to the statutes of the State of Wisconsin, the ordinances of the City of Abbotsford, and the resolutions and directives of the council, with power and duties as follows:

(1) General Duties.

a. Carry out directives of the mayor and council which require administrative implementation, reporting promptly to the mayor and council any difficulties encountered herein;

b. Be responsible for the administration of all day-to-day operations of the city government including the monitoring of all city ordinances, resolutions, council meeting minutes and state statutes;

c. Prepare a plan of administration, including an organization chart, which defines authority and responsibility for all nonstatutory positions of the city; and submit it to the city council for adoption as the official organization and administrative procedure plan for the city;

d. Establish when necessary administrative procedures to increase the effectiveness and efficiency of city government according to current practices in local government, not inconsistent with directives of the mayor and council;

e. Serve as ex-officio nonvoting member of all boards, commissions and committees of the city, except as specified by the council or Wisconsin State Statutes;

f. Keep informed concerning current federal, state, and county legislation and administrative rules affecting the city and submit appropriate reports and recommendations thereon to the council;

g. Keep informed concerning the availability of federal, state and county funds for local programs. Assist department heads and the council in obtaining these funds under the direction of the mayor and the council;

h. Represent the city in matters involving legislative and inter-governmental affairs as authorized and directed as to that representation by the mayor and council;

i. Act as public information officer for the city with the responsibility of assuring that the news media are kept informed about the operations of the city and that all open meeting rules and regulations are followed;

j. Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to assure that all such matters are expeditiously resolved; and

k. Promote the economic well-being and growth of the city through public and private sector cooperation.

(2) Responsibilities To The City Council.

a. Attend all meeting of the council, assisting the mayor and the council as required in the performance of their duties;

b. In coordination with the mayor, the council, and the clerk, ensure that appropriate agendas are prepared to all meetings of the council, all council committees, and all other appropriate committees and commissions of the city, together with such supporting material as may be required; with nothing herein being construed as to give the administrator authority to limit or in any way prevent matters from being considered by the council, or any of its committees and commissions;

c. Assist in the preparation of ordinances and resolutions as requested by the mayor or the council, or as needed;

d. Keep the mayor and council regularly informed about the activities of the administrator's office by oral or written report at regular and special meetings of the council; and

e. In the event that action normally requiring council approval is necessary at a time when the council cannot meet, the administrator shall receive directives from the mayor.

(3) Personnel.

a. Be responsible for the administrative direction and coordination of all employees of the city according to the established organization procedures;

b. Recommend to the council the appointment, promotion, and when necessary for the good of the city, the suspension or termination of department heads;

c. In consultation with the appropriate department head, be responsible for the appointment, promotion, and when necessary for the good of the city, the suspension or termination of employees below the department head level;

d. Serve as personnel officer for the city with responsibilities to see that complete and current personnel records, including specific job descriptions, for all city employees are kept; evaluate in conjunction with department heads the performance of all employees on a regular basis; recommend salary and wage scales for city employees not covered by collective bargaining agreements; develop and enforce high standards of performance by city employees; assure that city employees have proper working conditions; work closely with department heads to promptly resolve personnel problems or grievances;

e. Assist in labor contract negotiations and collective bargaining issues; and

f. Work closely with department heads to assure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and act as the approving authority for requests by employees to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.

(4) Budgeting And Purchasing.

a. Be responsible for the preparation of the annual city budget, in accordance with guidelines as may be provided by the city council and in coordination with department heads, and pursuant to state statutes, for review and approval by the mayor and the council;

b. Administer the budget as adopted by the council;

c. Report regularly to the council on the current fiscal position of the city;

d. Supervise the accounting system of the city and insure that the system employs methods in accordance with current professional accounting practices; and

e. Serve as the purchasing agent for the city, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures established by the council and any limitation contained in the Wisconsin State Statutes.

Section 2. Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the council of the City of Abbotsford would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid; and if any provisions of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Date enacted: _____, 2011

City of Abbotsford

CITY COUNCIL
CITY OF ABBOTSFORD

By: _____
Susan Sossaman
Mayor

ATTEST:

_____
Jeni Lopez
City Clerk

Abbotsford Ambulance Board of Directors
Meeting Minutes
July 20, 2014

The meeting of the Board of Directors of the Abbotsford Ambulance Service was called to order by Ray Esselman. Present were: Carol Staab, Allen Nixdorf, Kristi Seubert, Megan Lindau, Travis Nixdorf and Sarah Diedrich.

Jackie Olson has passed her National Registry written exam.

Ray will talk with Alex Urbina regarding reimbursement for the EMT class.

Derek Nixdorf is interest in taking the EMT-B class in January.

No update was available regarding the Schiferl or Christensen grants.

Jeremy's license is still not resolved with the State.

Ray will check to see if there is an EVOC instructor class coming up in the future.

EMT recruitment was discussed as both Abbotsford and Dorchester are in need of additional members.

Sarah will talk with Brittany Peterson regarding EMT class and driving for the service.

Melting ASA is being checked on with Dr. Mickel.

Training at the August meeting will be 12-lead review along with EVOC driving.

Billing for 12-lead on the LifeQuest billing sheet was discussed; Travis will check on adding this service to the form.

A joint training with the fire department(s) will be tentatively scheduled in September.

Anyone interested in helping with Abbotsford First City Days in the fire department stand should contact any fireman to sign up.

Football season is coming up; Al will get the schedule of games. The team on call covers the football game.

A motion was made by Al with a second by Sarah to purchase apparel up to $25 for the service Christmas present. Information will be obtained from Designer Advertising and the company recently purchased from. Motion carried.

A motion was made by Kristi with a second by Al to adjourn. Motion carried.

Respectfully submitted,

Carol Staab, Secretary

Abbotsford Ambulance Service, Inc.
July 7, 2014
Meeting Minutes

The meeting of the Abbotsford Ambulance Service was called to order by Chief Ray Esselman with the following members present: Brad Bauer, David Behnke, Greg Blasel, Chris Brandner, Ann Dauffenbach, Sarah Diedrich,Tonya Dommer, Chris Esselman, Ray Esselman, Katelynn Leins, Megan Lindau, Lonnie Marcott, Carol Nelson, Allen Nixdorf, Travis Nixdorf, Stacey Rieck, Kristi Seubert, Carol Staab, John Staab, Michael Staab Jeremy Totzke, Lori Voss, Dallas Wiese and David Wiese.

The minutes from the June, 2014 meeting were read and approved as read.

The Treasurer's report was read and approved as follows:

Payables

Abby First City Days	$30.00	
AT&T	$68.01	
Cardmember Services	$25.91	
County Market	$10.07	
EMP	$2,236.79	
Frontier	$93.54	
Harmony Coop	$304.03	
Heartland Coop	$106.39	
Postmaster	$60.00	Box Rent
Payroll	$5,177.00	
Total Expenses	**$8,111.74**	

Deposits

LifeQuest	$5,209.75
Interest	$.09
Total Deposits	**$5,209.84**

Account Balances

Checking	$6,578.48
Savings	$60,483.10
Med Replacement Savings	$73,648.11

Chief's Report
The Christensen Foundation grant has been applied for and any funds received would go toward computer upgrades. Ann will check on the Schiferl Foundation grant.

The City of Abbotsford is requiring proof of insurance from members. Please give a copy of insurance coverage to Ray as soon as possible.

EVOC driving will be held tonight; there will be additional training for members if needed.

Ray gave a reminder to members that we need to work as a team; we're here to help the community.

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Recruitment of new EMT's was discussed. An ad will be placed on the City webpage with Lori and Jeremy heading this. Class will begin in August in Medford.

Brittany Peterson will be driving for Abbotsford along with Brad Bauer; they may both enroll in the EMT class at a later date.

If responding to a call with only 2 EMT's, make sure you're comfortable with the call; otherwise call for mutual aid.

No update was available on the State EMS funding. Any funds received would go toward computer upgrades.

The next meeting will be held on August 4 in Abbotsford; EVOC driving will be held if need be.

Ray introduced Michael Staab and Lonnie Marcott as drivers in Dorchester.

Assistant Chief Report
The 12-lead monitors are in need of their annual inspection. If you transport to St. Joe's between the hours of 7:00 a.m.- 3:30 p.m. this can be completed while you finish the run report. Travis will send members an email regarding this.

A reminder was given to provide Ray with a copy of your state license as soon as possible.

Train-the-trainers are needed for a skills training day being held in Marathon City on August 14, 2014. Please contact Travis if interested.

Training Officer's Report
Nothing noted (Al was completing EVOC driving with members during the meeting).

EMS Officer's Report
Nothing noted.

Infection Control Officer's Report
Nothing noted.

Application Committee Report
Nothing noted.

Open Business:
No update was available on the additional cabinets for the EMS room.

A reminder was given to initial receipts when purchasing fuel.

New Business:
Be aware of your scene when responding, scene safety is the #1 priority. Call law enforcement if necessary.

The service has new battery operated shavers in the med units to be used.

A motion was made by Sarah with a second by Carol Nelson to adjourn. Motion carried.

Respectfully submitted,

Carol Staab
Secretary

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The meeting of the Abbotsford Fire Department was called to order on July 2nd, 2014 by Chief Jody Apfelbeck at 6:50 PM. Roll Call was taken.

The aerial and ground ladders are scheduled to be tested on 7/10/14. We also had four more members take the aerial class.

Dallas Wiese is in discussion with the city of Abbotsford attorney about getting the LLC started for the tent rentals. He will present more information when it becomes available.

Members were reminded to thoroughly check off the trucks and to also change what truck you are inspecting on a regular basis so everyone gets familiar with the equipment.

T1 has been fixed but still needs to be fitted for the basket. The webbing, straps, and blue hose have come in.

Sean Wiese questioned if we were going to have a RIT2 class, this may be looked into for the fall. There is also a FEMA class being held in Alabama that would be paid for by FEMA if a large group is in attendance. This class would work with live chemicals and would be a week long course. See the chief if you are interested.

Owen FD may be getting their air packs upgraded. We will be checking into an asking price for us to possibly purchase their used SCBAs.

The Taylor county water wars will be held on 7/27/14 if anyone is interested.

A motion was made by Rob Beran and seconded by John Austin to adjourn at 7:12 pm.

Minutes from the Water/Sewer and Public Works Department held Wednesday, July 23, 2014 at the Abbotsford City Hall.

Chairman Voss called the combined meeting to order at 6:00 p.m.

Roll Call: Voss, Horacek, Anders, Werner and Schwantes (Mediger-Absent)

Others Present: Deputy Clerk Belanger, Water/Wastewater Supervisor Medenwaldt, Public Works Manager Craig Stuttgen, Kevin O'Brien – TP Printing and Kurt Kalepp

There were **no comments** from the public.

Under Comments from the Chairs, Voss state that she drove out to the landfill and was upset to see the damage that was left behind.

Water & Sewer Items:

Under discuss/recommend purchasing extra WTP parts, Medenwaldt discussed the situation with the fuses in the Central Plant and Porky Creek Plant. The fuses that are currently used will no longer be produced anymore. Medenwaldt suggests purchasing the remaining fuses from the company at $50/piece which would be an estimated cost of $8,500. There are 88 fuses in Central and a few less in the Porky Creek Plant. This past winter ten fuses were burnt out. **Motion Horacek/Anders to approve the purchase of the remaining fuses for the WTP plants.** Motion carried without negative vote.

Under discuss water emergency funding update (FEMA/USDA), the Governor has declared this past winter a disaster. We are hopeful there will be some funding available to support the municipalities from the cost incurred over the brutal winter. FEMA nor USDA will reimburse the running of the water that was used to help avoid freezing.

Under update Wastewater, next Wednesday July 30, 2014 there will be a meeting with the DNR. The City currently uses natural gas to operate the digester. The new plant will operate on self made methane and natural gas and the cost of natural gas will not be incurred in the new plant. Medenwaldt felt that after the meeting with the DNR that cost saving options would be narrowed down.

Under update 3rd Avenue Lift Station/Elderberry Lift Station, they are currently running and the SCADA is working well.

Public Works Items:

Under discuss/recommend landfill annual area permit - $10.00, Craig Stuttgen spoke about the landfill where the City allows fill and other materials to be taken out there by contractors. The problem he is seeing is that people are dumping inappropriately and not paying for the fill that they bring into the site. Stuttgen recommends that the City charge a $10 fee for a key to allow them into the site. This would alleviate some of the issues. Stuttgen also placed cameras into the yard waste site to help improve that issue. Kurt Kalepp commented that he doesn't think this will solve the problem. **Motion Anders/Schwantes to approve requiring contractors to purchase a key for a $10 annual fee to allow access to the landfill.** Motion carried without negative vote.

Under discuss/recommend special exemption cat license, Anders suggested that in six months the licensee should reduce their numbers to 15 cats and in one year be in compliance with the City Ordinances that states you can have three cats. Anders suggested doing a home inspection and counting the cats to make sure they are in compliance. Anders stated he will go into the house every 90 days to count cats. **Motion Anders/Horacek**

to have the licensee reduce the number of cats from 32 to 15 in six months or the City will not renew the permit and allowing unannounced visits every 90 days. The City will extend the permit for another six months if the licensee stays in compliance to reduce the number of cats from 15 to 3, the number allowed in the Ordinances in one year. Motion carries 2:1 (Schwantes).

Under discuss/recommend Red Arrow addition/bid (paid for by donation) Vivian Kramer made a donation for the Red Arrow Park which is a 24 x 24 addition. The bids will be opened later. Motion Schwantes/Horacek to approve the donated money by Vivian Kramer to ad an addition onto the Red Arrow Park Shelter. Motion carried without negative vote.

Under discuss/recommend Change order for Pine Street – fabric/drain tile, Stuttgen stated that fabric was needed to keep the clay from migrating and causing ruts in the road. $12, 859.00 is the total cost for the change order. Motion Anders/Schwantes to approve the change order for Pine Street in the amount of $12,859.00. Motion carried without negative vote.

Motion to Anders/Werner adjourn at 6:40 p.m. Motion carried without negative vote.

TO (OWNER):
City of Abbotsford

PROJECT: West Pine Street
Construction

PERIOD TO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR):
Switlick & Sons Inc.

VIA (ARCHITECT):

ARCHITECTS Point of Beginning
PROJECT NO: 13.110

CONTRACT FOR:

CONTRACT DATE: 7-17-14.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $144,899.00
2. Net change by Change Orders $12,859.00
3. CONTRACT SUM TO DATE $157,758.00
4. TOTAL COMPLETED & STORED TO DATE $74,621.00
   (Column G on G703)
5. RETAINAGE
   a. 5 % of Completed Work
      (Column D + E on G703)
   b. ___ % of Stored Material
      (Column F on G703)
   Total Retainage (Line 5A + 5b or
   Total in Column I of G703) $3,731.05
6. TOTAL EARNED LESS RETAINAGE $3,731.05
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
   PAYMENT (Line 6 from prior Certificate) $70,889.95
8. CURRENT PAYMENT DUE $
9. BALANCE TO FINISH, PLUS RETAINAGE $86,868.05
   (Line 3 less Line 6)

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL		
Approved this Month		
Number Date Approved		
	1. Existing Valves 754.00	
	2. 4" Underdrain 9,255.00	
	3. Road Fabric 2,850.00	
TOTALS	12,859.00	
Net change by Change Orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _[signature]_   Date: 7-17-2014

[Notary seal: SHERYL KREBSBACH, NOTARY PUBLIC, STATE OF WISCONSIN]

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____   Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

West Pine Street Reconstruction - 2014

Item No.	Description of work	Quanity	Unit	Sched. Value	Total Value	Prev. Application	This period	Mat.stored	Total Comp. to date	Bal. to finish
1	Traffic Control	1	LS	$500.00	$500.00		0.5		$250.00	$250.00
2	Mobilization	1	LS	$2,500.00	$2,500.00		1		$2,500.00	$0.00
3	Remove Concrete Pavement	80	SY	$5.00	$400.00		42		$210.00	$190.00
4	Remove Asphaltic Pavement	2725	SY	$1.00	$2,725.00		2725		$2,725.00	$0.00
5	Remove Curb & Gutter	8	LF	$20.00	$160.00		8		$160.00	$0.00
6	Remove Existing Culvert	23	LF	$2.00	$46.00		23		$46.00	$0.00
7	Sawing Asphaltic	65	LF	$2.00	$130.00		63		$126.00	$4.00
8	Sawing Concrete	70	LF	$5.00	$350.00		69		$345.00	$5.00
9	Excavation Common	4550	CY	$4.00	$18,200.00		4550		$18,200.00	$0.00
10	3/4 Base Aggregate Dense/labor only	120	CY	$4.00	$480.00		120		$480.00	$0.00
11	1 1/4 Base Aggregate Dense/labor only	1462	CY	$4.00	$5,848.00		1462		$5,848.00	$0.00
12	Breaker Run/labor only	2924	CY	$4.00	$11,696.00		2924		$11,696.00	$0.00
13	Concrete Driveway - 6"	720	SF	$5.75	$4,140.00		0			
14	HMA Pavement Type E-1	1160	Ton	$66.95	$77,662.00		0			
15	Track Coat	126	Gal	$5.00	$630.00		0			
16	Concrete Curb & Gutter 30"	10	LF	$40.00	$400.00		10		$400.00	$0.00
17	12" CMP Culvert/Labor only	26	LF	$15.00	$390.00		26		$390.00	$0.00
18	topsoil placement	3582	SY	$2.00	$7,164.00		4430		$8,860.00	$0.00
19	Erosion Mat/labor only	3582	SY	$1.00	$3,582.00		3796		$3,796.00	$0.00
20	Fertizer Type A	3582	SY	$0.50	$1,791.00		4430		$2,215.00	$0.00
21	Seed Mixture No 40	3582	SY	$0.50	$1,791.00		4430		$2,215.00	$0.00
22	Silt Fence/labor only	937	LF	$2.00	$1,874.00		0			
23	Rock Bags	16	EA	$50.00	$800.00		0			
24	Inlet Protection	2	EA	$20.00	$40.00		0			
25	Adjusting M/H Covers/labor only	3	EA	$300.00	$900.00		3		$900.00	$0.00
26	Adjusting Vlave Box/labor only	2	LF	$200.00	$400.00		2		$400.00	$0.00
27	Remove & Reinstall Sign support	3	EA	$100.00	$300.00		0			
	West Pine Street Total				**$144,899.00**				**$61,762.00**	
	Extra work done									
1	Dig down existing W/M	1	L.S.	$754.00			1		$754.00	$0.00
2	4" Underdrain	3702	L.F.	$2.50			3702		$9,255.00	$0.00
3	Road Fabric	5700	S.Y.	$0.50			5700		$2,850.00	$0.00
									$12,859.00	$0.00
	TOTAL AMOUNT DUE:								**$74,621.00**	

ABBOTSFORD - W. PINE ST.

EXTRAS

#1

Dig down to exist. water main at exist. valves (14+72, LT. 1.8'; & 11+09, RT. 7.8') to
check bolts and install new bonnet, adaptor, and valve stack

160.   2 HRs 3360 BACKHOE W/ ADAM   320.
80.   2 HRs TRUCK W/ SPARROW   160.
48.   1 HR ZACK   48.
48.   2 HRs CHUCK   96.
130.   1 HR DS DOZER W/ ZACK   130.
                                  TOTAL = 754.

#2

4" UNDER DRAIN   (UNDER DRAIN SUPPLIED BY CITY , 3/4 ROCK AROUND UNDER DRAIN SUPPLIED BY SWITLICK)

        83' FROM SE COR OF HI LINE AVE & PINE TO STA. 1+00 LT.
        59' FROM "   "   TO STA. 1+00 RT.
1780' FROM STA. 1+00 LT. TO STA 18+80 LT.
1780' FROM STA 1+00 RT. TO STA 18+80 RT.

3,702 L.F. OF 4" UNDER DRAIN INSTALLED (SUPPLIED BY CITY OF ABBOTSFORD)

       C.Y. OF 3/4" ROCK AROUND 4" UNDER DRAIN (SUPPLIED BY SWITLICK)

#3

ROAD FABRIC (SUPPLIED BY CITY OF ABBOTSFORD)

       START @ STA. 0+43   END @ STA 18+75

1832' × 28' WIDE   = 51,296 S.F. ÷ 9   = 5,700 S.Y. INSTALLED

ABBOTSFORD - W. PINE ST.
EROSION MAT

LT. SIDE

0+25 TO 5+77 =	552' × 8'	=	4416
6+06 TO 7+61 =	155' × 8'	=	1240
7+61 TO 10+72 =	311' × 12'	=	3732
10+94 TO 12+46 =	151' × 8'	=	1208
12+89 TO 13+35	46' × 12'	=	552
13+70 TO 13+92	22' × 8'	"	176
14+20 TO 15+65	145' × 12	=	1740
15+84 TO 16+18	34' × 8'	"	272
16+38 TO 18+23	185' × 12	"	2220
18+50 TO 18+84	34' × 8	=	272

15,828 S.F.

RT. SIDE

0+25 TO 0+89 =	64' × 8'	=	512
1+14 TO 10+44 =	930' × 8'	=	7440
10+70 TO 14+00 =	330' × 8'	=	2640
14+00 TO 18+84	484 × 16	=	7744

18,336 S.F.

18,336 S.F. + 15,828 S.F. = 34,164 S.F.

÷ 9 = 3796 S.Y. EROSION MAT

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ABBOTSFORD - W. PINE ST.
RESTORATION

LT. SIDE

0+25 To 5+77 =	552' × 12' =	6624
6+06 To 7+61 =	155' × 10' =	1550
7+61 To 10+72 =	311' × 12' =	3732
10+94 To 12+45 =	151' × 10' =	1510
12+89 To 13+35 =	46 × 12' =	552
13+70 To 13+92 =	22 × 10' =	220
14+20 To 15+65 =	145 × 12 =	1740
15+84 To 16+18 =	34 × 10' =	340
16+38 To 18+23 =	185 × 12 =	2220
18+50 To 18+84 =	34 × 8 =	272
		18,760 s.f.

RT. SIDE

0+25 To 0+89 =	64' × 12' =	768
WELL 1+14 To 10+44 =	930 × 10' =	9300
10+70 To 14+00 =	330 × 10' =	3300
14+00 To 18+84 =	484 × 16' =	7744
		21,112 s.f.

18,760 s.f. + 21,112 sf = 39,872 sf
÷ 9 = 4430 s.y. RESTORATION

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Minutes from the Colby/Abbotsford Police Commission meeting
July 14, 2014 @ 6:30 PM
Abbotsford Public Safety Building

Chairperson Schraufnagel called the meeting to order at 6:30 p.m.

Roll Call: P. Horacek, B. Gosse, T. Schmidt, J. Werner, J. Henaman and T. Schraufnagel were present.

Others present: Kevin O'Brien-TP Printing, Chief Ron Gosse, Clerk Connie Gurtner, Officer Rannow, Mayor Schmidt and Sandy Kocian.

Sandy Kocian asked to be able to comment on Item #5 on the agenda at that time.

Minutes: Motion was made by Henaman, seconded by Werner to approve the minutes from from the June 9, 2014 Police Commission meeting. Motion carried without negative vote.

Expenditures: Motion was made by Schmidt, seconded by Henaman to approve the expenditures in the amount of $15,707.51. Motion carried without negative vote.

Health Insurance Coverage for Employee's Spouse: Chief Gosse informed the board that employees automatically get kicked off regular health insurance at age 65 and are required to take Medicare and a supplement. When Sandy Kocian's husband turned 65, the commission did not agree to pay 80% of the Medicare plan, but Chief Gosse doesn't understand why the department wouldn't pay that. He also informed the commission that his wife is now turning 65 and wonders why they would not get reimbursed for the 80% of their Medicare premium. Currently, employees that do not take the department's health insurance are offered a payout of $350/month. Motion was made by Henaman, seconded by Werner to table this item in order to investigate the legal aspects. Motion carried with a voice vote. Gosse voted no.

Discuss Vacation Time: Gosse said this item does not need to be discussed at this time.

Contract Negotiations: The commission received a letter from business agent of the Professional Police Association stating that they are getting ready for the negotiations for the new contract. The old contract expires on 12/31/14.

Chief Report: Chief Gosse said that we received a bill from Johnson Block for $2,400 for the audit and wondered if the commission would like to see an audit every year. The commission agreed that every three years is sufficient.

Chief Gosse asked the commission their opinion on purchasing a K-9 before our K-9 officer – Chris Brandner is off probation. There was some discussion on a contract to guarantee that once the officer is trained, they would be required to work for the department for a specific time. They asked to get the budgeting numbers together for the dog and the training. Officer Brandner will be off of probation in March 2015.

There are new computers in all of the squads. He said that he is looking at a central

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printer in order to save on ink cartridge costs. He said the printer will be color so that we can get better quality prints for cases.

Chief Gosse said that he would like to get rid of the pick-up truck they use to transport animals and get a van of some sort in order to put an animal box in the back.

Next meeting: Monday, August 11, 2014 at 6:30 p.m. in the Colby/Abbotsford Police Department meeting room at the Abbotsford Public Safety Building.

Motion was made by Werner, seconded by Horacek to adjourn the meeting at 7:17 p.m. Motion carried without negative vote.

Connie Gurtner, City of Colby Clerk

Regular monthly meeting
July 8, 4:30 p.m.

Meeting called to order

Members Present: Bittner, Hinrichsen, Schraufnagel, Suttner, Grunseth Writz
Members absent: Braun, Mayor Rachu

Previous minutes read and approved

Treasurers Report: As there were two months of financial reports last month, we do not have one for this month.

Circulation Report: June 2014: 2673   June 2013: 2452   May 2014: 2438

WVLS Report: Nothing new

Directors report: Teen program will end August 1 with a game and pizza party. Adult program will end sometime in August. Director is attempting to put together gardening program, but may just have to give out prizes if it takes too long to coordinate.

Staffing Issues: Working on schedule for when Kim goes on maternity leave.

Motion to adjourn: Schraufnagel/Writz 4:42 PM

Next Meeting: Tuesday August 12, at 4:30 PM

Check Register - Quick Report - ALL

ALL Checks
POLICE CHECKING NOW

Dated From: From Account:
Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
11374	7/14/2014	A-Z ANIMAL FEED AND SUPPLY LLC TRASHBAGS, KEY, FURNANCE FILTERS	27.14
11375	7/14/2014	BRANDNER, CHRIS REIMBURSE FOR LIGHT BULB	11.07
11376	7/14/2014	CAPITAL ONE BANK OFFICE SUPPLIES/MISC/FUEL/TRAINING	390.98
11377	7/14/2014	CARQUEST AUTO PARTS FOG LIGHT	8.78
11378	7/14/2014	CELL COM CELL PHONES	358.57
11379	7/14/2014	CHARTER COMMUNICATIONS PHONE & INTERNET	206.25
11380	7/14/2014	CITY OF ABBOTSFORD 5/27-6/25	64.18
11381	7/14/2014	CLIFF'S SERVICE INC GUN SALE & BATTERY	542.00
11382	7/14/2014	COLBY ABBOTSFORD PROFESSIONAL POLICE UNION DUES JUNE	203.75
11383	7/14/2014	COLBY CHRYSLER CENTER OIL CHANGE	34.75
11384	7/14/2014	COMPUTER TR INC. NEW DESKTOP	774.37
11385	7/14/2014	DELTA DENTAL OF WISCONSIN JULY PREMIUMS	391.25
11386	7/14/2014	FEDDICK FORD MERCURY INC OIL CHANGE & BULBS	41.85
11387	7/14/2014	FOX VALLEY TECHNICAL COLLEGE KOCIAN TRAINING	174.66
11388	7/14/2014	GALLS, LLC CLOTHING & EQUIPMENT	219.31
11389	7/14/2014	GOSSE, RON JULY MEDICARE REIMBURSEMENT	83.92
11390	7/14/2014	HARMONY COUNTRY COOP JUNE FUEL	252.01
11391	7/14/2014	HOLIDAY COMMERCIAL JUNE FUEL	915.37
11392	7/14/2014	HUTT ELECTRIC SUPPLY INC. LIGHTS	142.24

Check Register - Quick Report - ALL

All Checks

POLICE CHECKING NOW

Dated From: From Account:
       Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
11393	7/14/2014	KOCIAN, SANDY JULY MEDICARE, MEALS AT TRAINING	135.87
11394	7/14/2014	MARATHON CO AOD PARTNERSHIP TRAINING FOR SCHMIDT, HODD, SCHREIBER	75.00
11395	7/14/2014	MAXIMUM AUTOSPORTS & SIGNS RE-LETTERED SIGN	45.00
11396	7/14/2014	MEDTOX LABORATORIES TEST	18.00
11397	7/14/2014	PIKE OFFICE SUPPLY ADDING TAPE, PAPER, INK CARTRIDGES	248.86
11398	7/14/2014	RANNOW, ROSS CLOTHING ALLOWANCE	346.01
11399	7/14/2014	SECURITY HEALTH PLAN AUGUST PREMIUMS	4,760.15
11400	7/14/2014	STREICHER'S UNIFORMS	167.97
11401	7/14/2014	SUPER 39 SHELL, LLC JUNE FUEL	420.83
11402	7/14/2014	TU MARX PRINTING OFFICE SUPPLIES	84.00

Grand Total 7/14   11,144.14

Check Nbr	Check Date	Payee	Amount
11372	6/30/2014	WE ENERGIES 5/14-6/12	55.87
11373	6/30/2014	XCEL ENERGY 5/19-6/18	414.27

Grand Total 6/30   470.14

Check Nbr	Check Date	Payee	Amount
11371	6/10/2014	SECURITY HEALTH PLAN JULY PREMIUMS	4,093.23

Grand Total 6/10   4,093.23

Grand total: $15,707.51

Minutes from the Abbotsford License – Ordinance – Economic Development meeting held Wednesday, July 30, 2014 at the Abbotsford City Hall

Chairman Horacek **called the meeting to order** at 9:30 a.m.

Roll call: Horacek, Voss, and Anders
Others present: Lopez, Chief Gosse, Medenwaldt, and Stuttgen (Werner – absent)

The **Pledge of Allegiance** was recited.

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

Under **discuss/recommend 2014 Abbotsford Codification** it was stated that the City has received a complete revised Ordinance book from Attorney Allan Harvey. A memo was reviewed detailing the changes between the 2006 Codification and the newly revised version. This version includes all council changes made between 2006 and current date and also incorporates all new law from the Wisconsin State Statutes.

One item that needs to be addressed is an Ordinance that was approved in 2011 creating a City Administrator position. Harvey questioned the City staff as to how the administration of the City was currently being handled. In October 2011 the City approved a structure to have the four City Managers present during committee and council meetings to keep the Council informed of the needs in their departments. If the City wished to keep the City Administrator Ordinance in the books, the codification would need to be modified significantly to change the administrative handling of the pages to reflect the City Administrator. Currently the handbook refers primarily to the Managers for the handling of the various ordinances. If the City wishes to continue utilizing the Manager's for the handling of the Ordinances, Harvey suggested the City Administrator be repealed.

The goal set by the committee was to have the Codification ready for approval within 90 days. A memo will be sent to the Council informing them the Codification is ready for review and encouraging them to review the pages during business hours.

It was stated that the City must work on obtaining a building inspector that can assist with the dilapidated buildings in the City. The current inspector is unable to handle this due to restrictions with his insurance.

Chief Gosse stated that the State has allowed an increase in the amount retained by the Municipal Court to $38 per ticket. This will be reviewed at the next council meeting

Motion Anders/Voss to **adjourn** at 10:48 a.m. Motion carried without negative vote.

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July 17, 2014

Jennifer Lopez, Clerk-Treasurer
City of Abbotsford
203 N. First Street
Abbotsford, WI 54405

RE: Revised City of Abbotsford Code of Ordinances

Dear Jeni & City Officials:

The following is an overview of significant changes being recommended in the City of Abbotsford Code of Ordinances, changes which have been incorporated into the Revised Code of Ordinances submitted to you for your review and consideration. Please note that any Code page which contains a change, even a re-formatting change, has a bottom corner footer saying "Supp. 7-14".:

1. Officials listing in the Code Introduction has been updated.

2. Sec. 1-1-2(o): Statutory references updated.

3. Sec. 2-1-5: Election Officials language modernized and expanded to fit different election situations.

4. Sec. 2-1-6: I believe that this description of wards may be out of date but I do not have the current version.

5. Title 2, Chapter 3: Many changes in this Chapter reflecting new City organizational structure. Position descriptions added for Water and Wastewater Operations Manager and Public Works Department Manager. I also added a much expanded Employee Grievance Policy. While the City did adopt a Employee Grievance Policy, it is quite basic and leaves a considerable number of potential procedural questions unaddressed. It is my recommendation that the City utilize the much more comprehensive version I have incorporated. This approach will hopefully minimize the need to utilize legal counsel (and the cost thereof) in instances where the new Grievance Policy provides sufficient guidance.

6. Sec. 2-4-5: The Revised Code contains a revamped description of the duties and responsibilities of the Plan Commission which reflects current statutory language regarding this body.

7. Title 3, Ch. 1: I performed a comprehensive revision of this entire Chapter, so you will want to review it carefully. The changes are of a "fine-tuning" nature.

24. Sec. 11-2-7: This Section rewritten to reflect recent court decision regarding municipal noise limitations. [See my memorandum on this issue].

25. Sec. 11-2-8: Amendment adding public indecency provisions to disorderly conduct section.

26. Sec. 11-3-9: City smoking ordinance incorporated.

27. Sec. 11-3-12: Graffiti ordinance updated.

28. Sec. 11-4-1: Small changes made removing alcohol prohibition from municipal buildings.

29. Sec. 11-4-8: Adult Permitting or Encouraging Underage Violation ordinance rewritten to add stronger social host responsibility language.

30. Sec. 11-6-10: All new, important new section on Chronic Nuisance Premises.

31. Sec. 13-1-41: Zoning map reference updated.

32. Secs. 13-1-100 thru 13-1-107: This Article is comprehensively rewritten to be consistent with new state law requirements. [See my memorandum on this issue].

33. Sec. 14-1-30 thru 14-1-33: These sections redrafted to reflect new state law standards on final plats, particularly submittal timeline changes and required opinion by city planner or engineer as part of review process.

34. Sec. 14-1-51: This section has been substantially rewritten to be consistent with new state law on infrastructure security requirements for land divisions and project phasing.

35. Title 9 changes were not submitted to the City due to time constraints but will be included with the final Revised Code. However, the City has extensive new ordinances regarding utilities and these will be reflected verbatim.

36. We were also unable to get to you the recommended changes to Title 15 Building Code in time for Monday's meeting. The primary change being made is simply to update the Wisconsin Administrative Code references.

I will be highlighting these and other changes as part of Monday's meeting.

Sincerely,
COMMUNITY CODE SERVICE

Alan J. Harvey

Community Code Service

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July 15, 2013

Jennifer Lopez, Clerk-Treasurer
City of Abbotsford
203 N. First Street
Abbotsford, WI 54405

RE: **ORDINANCE ALERT** – Noise Ordinance Revision

Dear Jeni & City Officials:

As you know, Community Code Service brings to your attention emerging new local government issues, particularly those which require an amendment to the Abbotsford Code of Ordinances. The latest issue of local urgency involves Sec. 11-2-7 regulating excessive noise.

Local government law is always evolving and noise ordinances are yet the latest example. Local governments regularly use noise ordinances with situations involving loud music, boisterous or disorderly parties, extreme uses on properties, etc.

For years, I always drafted noise ordinances which required obtaining a decibel meter reading from the property line; this approach provided an objective enforcement standard. Then a number of years ago, the City of Madison won a major noise enforcement case without utilizing a decibel meter reading, where the court determined that it was sufficient to have a noise ordinance based on a standard of excessive noise or sound which offends or disturbs a reasonable person. As a result, many communities changed their noise ordinances to rely upon a "reasonableness" test, especially since this approach is simpler to enforce.

Noise ordinance enforcement has recently come full circle, with numerous courts nationally again holding that noise ordinances need to be based on technical sound level standards in order to minimize subjective or arbitrary enforcement. Of significance, a recent case involving the City of Hayward's noise ordinance (not one I drafted) enforcement action against a tavern has attracted statewide attention and caused considerable concern. The court invalidated Hayward's noise ordinance for not having a decibel standard, and, worse, hit the City with a $400,000 damages penalty in favor of the tavern. While there were possibly other factors which contributed to the court's determination, this case has attracted much attention because the outcome was so harsh for the municipality. The case is on appeal. Elsewhere in the state, the Village of Bristol also had a recent case where a circuit court would not enforce its noise control ordinance because the ordinance did not require obtaining a sound level meter reading as part of the enforcement action.

For these reasons, it is my recommendation that the current noise ordinance provisions in your Code of Ordinances be repealed and replaced with the new Sec. 11-2-7 ordinance language I

have incorporated in the Revised Code . The revised Sec. 11-2-7 relies on the use of a sound level meter reading as part of an enforcement action, in addition to being considerably more comprehensive than the current ordinance. It is prudent not to take chances with this common enforcement issue.

Sound level meters cost less than $50 and are available from outlets such as Radio Shack. Sound level meters use various "weighted networks" to measure sound, classed as "A", "B", "C", etc. The revised Sec. 11-2-7 is based upon using meters which utilize the "A" network or db(A) operating standard, so any new meters purchased by your municipality should use this standard.

The revised Sec. 11-2-7 does not address the problem of howling or barking dogs and other domestic pets, for the following reasons: First, it is the constant nature of this type of noise which is offensive, not the decibel level involved; not addressing this issue within the new ordinance language eliminates any confusion over whether a sound level meter test is to be used in such instances. Second, because animal noise is not a decibel-dependent problem, the issue is already well-covered in Title 7, Chapter 1 of your Code of Ordinances.

Please feel free to contact me if you have questions or if I can be of additional assistance.

Thank you.

Very truly yours,
COMMUNITY CODE SERVICE

Alan J. Harvey

AJH:dsk

Enc.

Community Code Service

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July 15, 2014

Jennifer Lopez, Clerk-Treasurer
City of Abbotsford
203 N. First Street
Abbotsford, WI 54405

RE: Ordinance Alert - Important Changes to State Land Division Laws - Security Standards

Dear Jeni & City Officials:

As you know, Community Code Service brings to your attention new ordinance issues requiring prompt action. The close of the Legislative session brought a rush of such issues. 2013 Wisconsin Act 280 became law on April 17, 2014, and it places limits on the security a local government may require as a condition of land division approval to ensure that certain improvements are made. 2013 Wisconsin Act 280 makes *very significant changes* regarding how much financial security local governments can require of developers to ensure the construction of improvements, the form of such security, and how long that security can be required to be maintained by the developer. Enclosed in the Revised Code sent to the City you will find new ordinance language in Sec. 14-1-51 which will bring your land division code into conformity with these important changes.

Land development involves major costs for developers and they can be expected to aggressively seek to hold down their expenditures. Having local public improvements security requirements which are now inconsistent with new state law requirements are a "red flag" which could produce costly litigation from developers, especially given the dollars at stake. Please note that as an amendment to your land division code, the Revised Title 14, Ch. 1 must be considered and recommended by the Plan Commission prior to its enactment with the rest of the Revised Code.

Major Changes: The following are the major changes produced by 2013 Wisconsin Act 280:

(1) ***Amount of Security Capped:*** The amount of security which can be required for infrastructure improvements (streets, utilities extensions, stormwater systems, etc.) made necessary by a new development is now capped at 120% of your engineer's estimated total cost to complete the required public improvements. Although some local governments have required an amount higher than 120%, this limitation is one that most communities can live with.

(2) ***Type of Security to be Determined by the Developer:*** To protect taxpayers that infrastructure improvements required of developers will actually be completed, your land division ordinance (Title 14 of the Code of Ordinances) requires that the developer, as a condition of project approval, provide a letter of credit, performance bond, certified check or cash escrow arrangement. Previously it was the local government's determination to decide which form of security was acceptable. Now, however, the developer alone decides the form of security to be provided and the local government has to accept this decision.

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This change is worrisome, for most local governments much preferred to receive a letter of credit, mainly because they are, compared to a performance bond, much easier to collect against, typically without disputes or litigation. The land development interests strongly advocated before the Legislature for this change, mainly because letters of credit have been harder to obtain by developers (and at greater expense) in the post-recession era.

(3) *Security for Present Phase Only:* While this change in state law was previously enacted, it should be noted that the amount of security that can be required by a local government is limited to the phase of the project that is currently being constructed. Security cannot be required for future phases for which work is not actually underway.

(4) *Security Requirements to Guarantee Adequacy of Completed Infrastructure Improvements:* To cover situations where required development improvements have turned out to be inferior or unacceptable, local governments have regularly required that developers maintain security for a period of time (typically two or three years) after the completion of the work as a safeguard to make sure that the financial resources are there to correct such problems. 2013 Wisconsin Act 280 now permits local governments to only be able to require developer security to be maintained for 14 months after "substantial completion" of the work. This could be a real problem for local governments, especially given the unknown impact of Wisconsin's weather on new infrastructure. In effect, developers will now be "off the hook" regarding the quality of their infrastructure improvements than was previously the practice in many communities.

Furthermore, what is meant by "substantial completion" of work is now defined in the statutes. As now defined by state law, public improvements reasonably necessary for a project or a phase of a project are considered to be substantially completed at the time the road binder coat is installed on streets to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90% of the public improvements by cost are completed. Local administrative officials beware - this means that the "clock starts ticking" regarding how long security guaranteeing infrastructure work can be required to be kept in place before all of the infrastructure work has even been fully completed!

Administrative Suggestions: 2013 Wisconsin Act 280 has significantly changed the relationship between developers and local governments, and local officials need to make appropriate adjustments in how development projects are inspected and managed:

(1) *Warranty versus Security:* In the context of improvements required of a developer, there is a difference between a "warranty" and "security". The latter is the form of financial guarantee that a developer provides ensuring that promised infrastructure will be properly installed. It can be anticipated that some developers may argue that they can no longer be required by local governments to stand behind the adequacy of their improvements for longer than 14 months after substantial completion. That is a misreading of the new state law.

While 2013 Wisconsin Act 280 does now limit a local government from requiring that a developer maintain a form a financial security for more than 14 months after substantial completion of such improvements, the new statutory language does not prohibit a local government from requiring that the developer "warranty" (without security) the adequacy of his/her improvements, such as for two or three years after completion. A warranty can still be required — this should be a component of new developer agreements.

(2) *Role of Municipal/Town Engineer and Escrow Account Requirements Increase in Importance:* Given the new statutory definition of "substantial completion" of required improvements and the limit on length of security, the work of the engineer employed by the municipality or town has become more important. It is now critical that the engineer identify as early as possible any deficiencies in work being done; inspections need to be both timely, thorough and detailed. It is obviously not in the local government's best interests to identify problems later rather than sooner.

An important reminder — your present land division ordinance contains an escrow account requirement that a developer keep funded to reimburse the local government's use of its own engineers, inspectors, lawyers, etc., throughout the project. Given how security timelines have been shortened, the need to make active use of such professionals early and often is more necessary than ever.

(3) *Other Strategies to Guarantee Improvements:* Because a developer's choice to use a performance bond to guarantee infrastructure improvements is less preferable than a letter of credit, I recommend that you consider the additional "practical guarantee" of not having the required local officials sign an approved final plat until all required improvements have been installed to the local government's satisfaction. While there may be objections to this, it is a practical response to the new legislation and some of the limits imposed on local governments.

Please feel free to contact me if you have questions or if I can be of further assistance. I will be able to address these issues when we meet on July 21st.

Very truly yours,
COMMUNITY CODE SERVICE

Alan J. Harvey

AJH:dsk

Enc.

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Community Code Service

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July 15, 2014

TO: Jeni Lopez, Clerk-Treasurer, City of Abbotsford
FROM: Alan Harvey, Community Code Service

RE: **Ordinance Alert - Social Host Responsibility Ordinance**

As you know, Community Code Service brings to your attention emerging local government law issues. Incorporated in the Revised Code text you will find recommended Ordinance language addressing the latest law enforcement problem — social host responsibility.

Authorities are reporting a rise in the number of situations where an adult responsible party (parent, relative, friend, guardian) knowingly allows underage persons to have large drinking parties in homes or on premises under the control of the adult responsible party. Such large drinking parties create an atmosphere, especially when condoned or even sponsored by parents or other responsible adults, which encourages irresponsible and illegal behavior, including violation of Wisconsin's alcohol beverage laws, and which may lead to alcohol overdoses, disorderly conduct and alcohol-related traffic accidents by minors. Contributing to the problem is the popularity of social media and smartphones allowing underage persons to quickly communicate the existence of such events to others, which can produce an alcohol-fueled event attended by dozens, and even hundreds, of underage participants, some of whom the hosts may not even know.

Even more troubling, a number of Wisconsin communities have experienced incidents where the adult hosts of such drinking parties refuse to cooperate with, and even obstruct, authorities responding to complaints received from neighbors regarding excessive noise, disruptive behavior and underage alcohol consumption. With some incidents, the adults have even provided large amounts of alcohol beverages to the underage attendees.

In response, local governments are increasingly looking for a means to effectively respond to these incidents, particularly to hold adult hosts responsible when sponsoring and condoning such events. The Social Host Responsibility Ordinance is such a response tool. Revised Sec. 11-4-10 is especially intended to address large, extreme underage drinking party situations. The Ordinance allows your community to have an effective response available and "on the books" just in case your community is faced with such an incident.

Thank you.

Community Code Service

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July 15, 2014

Jennifer Lopez, Clerk-Treasurer
City of Abbotsford
203 N. First Street
Abbotsford, WI 54405

RE: <u>Ordinance Alert</u> – Legislative Change in Municipal Regulations of Bow & Arrow Hunting
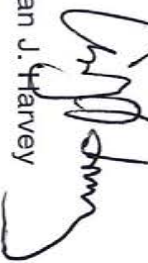
Dear Jeni & City Officials:

As part of Community Code Service's ongoing relationship with your City, we bring to your attention new ordinance issues where immediate action is necessary. As part of the Revised Code material submitted to the City you will find new Ordinance language which repeals existing Sec. 11-2-1 of the City of Abbotsford Code of Ordinances and replaces it with new language conforming with recently enacted State law requirements governing local government regulation of hunting by bow and arrow or crossbow.

2013 Wisconsin Act 71 in many respects now prohibits local governments from banning or regulating hunting with a crossbow or bow and arrow within municipal borders – with important exceptions. Your community, like most other local governments, currently has ordinance language in Sec. 11-2-1 not allowing or unclear on the question of bow hunting. Present ordinance language must now be amended in multiple subsections of Sec. 11-2-1 to be consistent with state law requirements.

The new State law does permit some limited local ordinance regulation by municipalities of bow hunting: (1) By ordinance, a municipality can require that bow hunters use a tree stand or raised platform and that arrows and crossbow bolts be discharged only towards the ground. (2) By local ordinance, bow hunters can be prohibited from hunting without express permission within 100 yards from a building used for human occupancy located on the property of another person. [Note: A municipality may set by ordinance an exclusion zone that is less than 100 yards].

Current law allowing a municipality to prohibit hunting by firearm, crossbow or bow and arrow on school grounds, public parks or other municipally-owned lands, unless the governing body in charge of such public lands expressly permits by ordinance hunting on such designated lands, has remained unchanged by Act 71.

Sincerely,
COMMUNITY CODE SERVICE

Alan J. Harvey

AJH:dsk

43

Community Code Service

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July 15, 2014

Jennifer Lopez, Clerk-Treasurer
City of Abbotsford
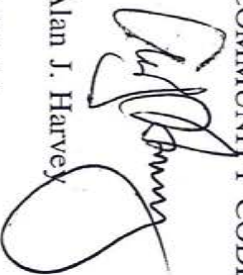203 N. First Street
Abbotsford, WI 54405

RE: Revised City of Abbotsford Code of Ordinances

Dear Jeni & City Officials:

In advance of our on-site meeting on July 21st, I have prepared a number of explanatory memoranda providing background information and legal context regarding a several major changes incorporated in the new Revised City of Abbotsford Code of Ordinances. I hope that City officials will find this information useful. Particularly important is the information included in the memo on significant changes in state land division laws as they pertain to security requirements for infrastructure improvements.

Thank you.

Sincerely,
COMMUNITY CODE SERVICE

Alan J. Harvey

AJH:dsk

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Minutes from the Abbotsford Finance and Personnel meeting held July 15, 2014 at the Abbotsford City Hall.

Chairman Schwantes **called the meeting to order** at 6:00 p.m.

Roll call: Schwantes, Voss, Gosse, and Mediger
Others present: Lopez and Stuttgen

Under **comments from the Public** Alderman Gosse questioned if the committee is aware that audits are not prepared for the sole purpose of identifying fraud. It was discussed that the audit disclosure letters do state that the purpose of the audit is not to detect fraud, although the auditors do a comprehensive review of the City's records and it is likely they would identify wrong doing during this process. The primary goal of the annual audit to report the financial information in a generally accepted accounting format.

Motion Mediger/Gosse to **approve the bills** holding the Bugar bill in the amount of $181,505.49. Motion carried without negative vote.

Under discuss/approve **July bills**, it was requested to have the Bugar bill held in the amount of $59,744.40 as the City is allowed to pay this over the next three years. It was stated that the track project will take about $30,000 of materials that will cover this year's payment.

Motion Voss/Mediger to **approve the USDA bills** in the amount of $80,642.72. Motion carried without negative vote.

Under **discuss overtime report** it was stated the only overtime this month was for the installation of the lights and control box as one employee stayed late to assist. It was questioned when the 9th Street light would be installed.

The **budget comparison reports** were reviewed; it was reminded that the water department had high winter expenses and we have a grant pending at USDA for up to 45% reimbursement and are awaiting the FEMA grant which could be as high as 75%. The best case scenario is that we will receive the FEMA grant to reimburse 75% of the costs and the USDA grant to reimburse the additional 25%; so we will be made whole.

The **Fire and EMS financials** were reviewed. There were no comments or questions.

The **vending machine financials** were reviewed.

Under **discuss incidents/accidents/training** it was stated that Clerk Lopez will be attending the 2014 WMCA Conference in Wausau. This cost was included in the 2014 budget. It was stated that a reimbursement of $25 has been made to employee John Smith for passing the Surface Water Exam.

Motion Mediger/Voss to **contract with Payment Service Network, Inc.** for the handling of the on-line Water and Sewer payments. It was stated there will be an annual fee of $89 per year to do a compliance testing. It was suggested to do a survey to determine if there is an interest in offering paperless billing. It was stated that we would need about 80 people to make this service breakeven with the postage savings to pay for the service cost.

Under discuss/recommend employee cell phone reimbursement it was stated that the proposed policy should be changed to "managers" vs employees and exceptions to the policy can be made by the Finance committee on a case by case basis. The option of a non-smart phone will be eliminated.

Motion Voss/Gosse to adjourn at 6:59 p.m. Motion carried without negative vote.
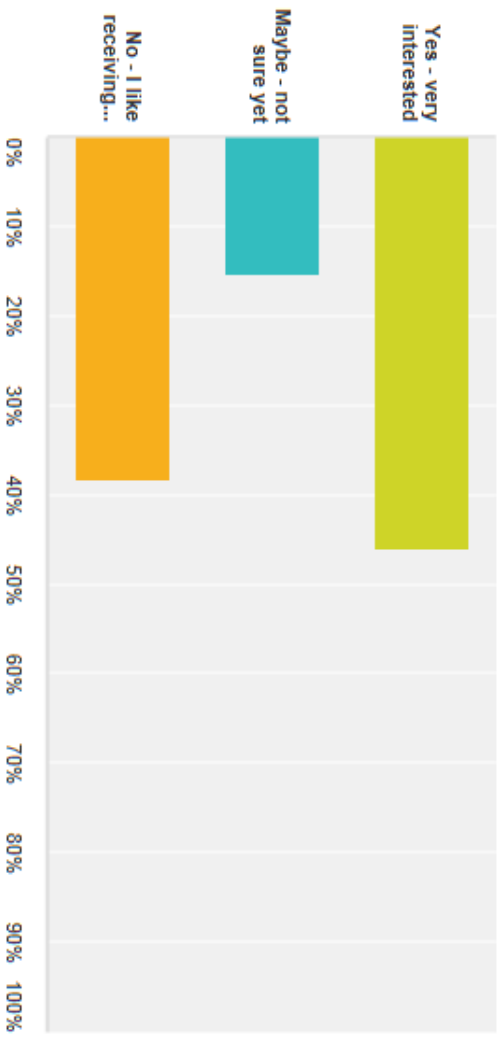
Payment Service Network

One time set up fee of $199 is waived if setup before August 31, 2014 | $ 0.00

Security Compliance Fee | $ 89.00 per year

OPTION 3 – All fees paid by customer | $ 0.00

Web Customization - BASIC | $ 0.00

Gateway including eBill solution (electronic bills) | $24.95 per month
PRICE REDUCED
NEED 51 ACCOUNTS SIGNED UP TO BREAK EVEN

Bank Bill Pay eSolution | $ 0.50 per transaction
This processes automatically the people whom pay
through their bank by E-check; benefit is it intergrates
with our software automatically and funds are available
3-5 days sooner than with a paper check

Would you like having a smart phone App to view/pay your bill?

Answered: 39   Skipped: 2

Yes- love today's...

Maybe - I'm new to the n...

No - I'm not interested a...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Are you Interested in changing from paper bills to E-Bills (via email)?

Answered: 39   Skipped: 2

Yes - very interested

Maybe - not sure yet

No - I like receiving...

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%
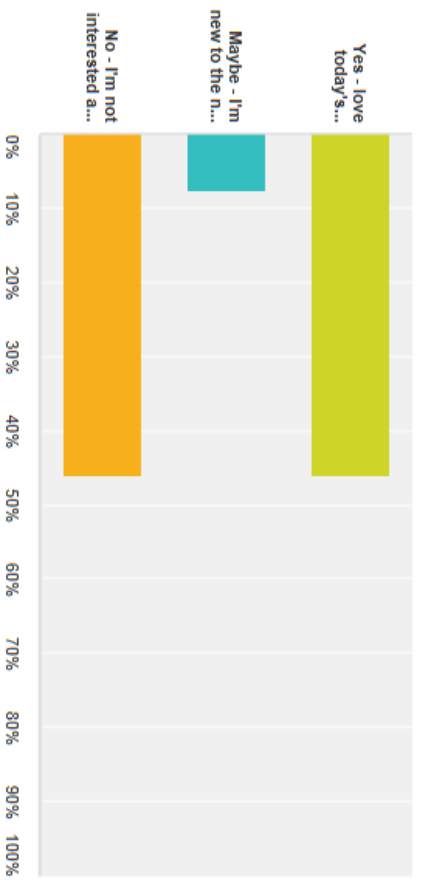
COMMENTS RECEIVED:

Would pay bill online all the time if there weren't such high fees to do so
7/25/2014 4:11 PM View respondent's answers

How much ice cream can you get in a canoe if it only has 2 tires?
7/21/2014 8:15 PM View respondent's answers

Quit spending money on unnecessary things. You can't force everyone to use this method so you probably won't get a financial benefit anyway
7/20/2014 9:51 AM View respondent's answers

If this will create additional cost, please remember not everyone likes technology or cares to bank or pay bills online. You still will have to provide bills and information the old fashion way anyhow.
7/18/2014 3:42 PM View respondent's answers

I did this on my break.
7/18/2014 8:58 AM View respondent's answers

I WOULD LIKE TO RECEIVE THE BILLS FOR ABBY INN AND RODEWAY INN ONLINE, BUT PAY IN PERSON
7/18/2014 6:44 AM View respondent's answers

Yes, when will someone look into the smell on weekends by Abbyland? Thank you
7/17/2014 9:31 AM View respondent's answers

Payment Service Network, Inc.

PROPOSAL FOR ABBOTSFORD, WI

Service and Cost Proposal

As requested, Payment Service Network is hereby submitting a service and cost proposal for consideration by Abbotsford, WI

David Batterman
National Sales Director
608-442-5056
dbatterman@PaymentServiceNetwork.com

Simplifying Your Business Day
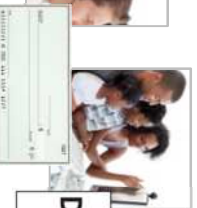
PROPOSAL FOR ABBOTSFORD, WI

Service and Cost Proposal

Payment Service Network (PSN) provides a vast range of eServices for payment processing, billing and customer communication. After discussing your needs, I have developed the following proposal of services. After reviewing the information, please let me know if there is any additional information you require. The staff at PSN looks forward to providing you and your customers with personalized service.

PSN takes pride in customizing solutions to meet your specific needs and those of your customers.
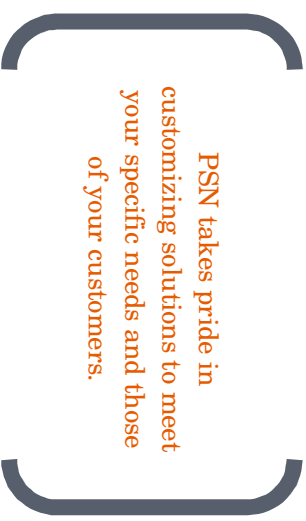
Proposed Services

This proposal quotes costs for the services that are checked below. If you would like quotes on any additional services, please let me know.

- ☒ Online and Mobile Payments
- ☒ Automated and Operator-assisted Payments
- ☒ Bank Bill Pay eSolution
- ☐ eCash (cash acceptance locations)
- ☐ Auto-Post Check Scanning (Check 21)
- ☐ Virtual Payment Portal (scannerless & swipeless processing)
- ☐ Customized Mobile App
- ☐ Outbound Auto-Call
- ☐ Cash eDistribution
- ☒ eBills (online billing)
- ☒ Data Sharing (either hands-free or One-Touch integration)
- ☐ Lockbox Processing

- ☒ Credit and Debit Card Payments
- ☒ Checking and Savings Payments
- ☐ Cash

Service Implementation Fee

Once you have submitted your implementation documents, PSN gets busy in assigning an implementation team consisting of a Service Account Manager, an Integration Specialist, a Merchant Account Expert and a Trainer. The fee is inclusive of setting up all of your services in the PSN engine, training for all staff and submission of all merchant account applications, if required.

$199.00
One-time fee
Waived if setup before August 31 2014

Data Sharing/Integration

This fee covers all PSN costs associated with integrating or interfacing the PSN system with your software. Additional fees paid directly to your software company may be necessary to complete the integration. Please refer to your software company representative with any questions regarding any potential fees they might have for integrating with PSN.

Included
One-time fee

Website Customization Fee

PSN will customize the payment pages for your customers to include a banner provided by you.

$200.00
One-time fee
Optional Upgrade

System & Financial Account Maintenance (Monthly Gateway) Fee

To cover ongoing account maintenance and fees charged to PSN by financial institutions and partners, a monthly gateway fee is required. If you are participating in eBills (online billing), the monthly fee also covers the posting and maintenance of these bills on the PSN engine. With PSN's eBill solution, customers can view up to 2 years of statements online. Because of this we allow customers to opt out of receiving their statement saving you about $0.50 each. You need only a small number of customers opt out of paper statements to reduce or eliminate the eBill monthly fee.

==Please select one option.==

-Waived- online/Mobile
-$12.95 –Add Phone
-$39.95 –Add phone and eBills
Monthly fee per PSN account

Security Compliance Fee

PSN maintains a Level 1 PCI certification, the highest level achievable, to assure security of your customer data. To cover costs associated with maintaining security, PSN charges an annual fee—due around December 1 of each year.

$89.00
Annual fee

Transaction Fees

To cover costs of processing payments through the network of financial institutions, the following fees will apply to <u>each</u> transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

OPTION 1: Free for customers (credit/debit card fees are added seperately

Payment Method	Transaction Fee Paid by You	Transaction Fee Paid by Customer
eCheck/Savings Online/Mobile /Virtual Terminal	$0.50	NA
eCheck/Savings by Automated Phone	$0.75	NA
eCheck/Savings by Operator Assisted Call	$1.50	NA
Credit Card Online/Mobile/Virtual Terminal	$0.50	NA
Credit Card by Automated Phone	$0.75	NA
Credit Card by Operator Assisted Call	$1.50	NA
Bank Bill Pay Transaction (Popular Add-on)	$0.50	NA

*Payments under $100 will have a fee of 2.75% + $0.50

1. As a utility, PSN can qualify you for the Utility Rate Program offered by VISA, MasterCard and Discover, if you agree to pay all transaction fees associated with the payment and you agree to allow payers to set up Auto-Pay (recurring payments). Utility interchange rates range from $0.45 to $1.50. with most transactions will settle at $0.75. (Some cards do not qualify for the Utility Rate Program.)
2. Discount rate (a term used by merchant providers) is an <u>added</u> cost. It is a percent of the transaction. For example: $120 payment x 0.4% discount fee = 48¢
3. Authorization fee is a flat $0.10 fee per transaction.
4. When you average all fees, the typical $30 online payment will average about $1.00 per transaction

OPTION 2: Split Channel: Free eChecks for customers (Customers pay credit card fees)

Payment Method	Transaction Fee Paid by You	Transaction Fee Paid by Customer
eCheck/Savings Online/Mobile/Virtual Terminal	$0.50	NA
eCheck/Savings by Automated Phone	$0.75	NA
eCheck/Savings by Operator Assisted Call	$1.50	NA
Credit Card Online/Mobile/Virtual Terminal	NA	2.75%*
Credit Card by Automated Phone	NA	2.75%*
Credit Card by Operator Assisted Call	NA	2.75%*
Bank Bill Pay Transaction	$0.50	NA

*Payments under $100 will have a fee of 2.75% + $0.50

OPTION 3: All fees paid by customers

Payment Method	Transaction Fee Paid by You	Transaction Fee Paid by Customer
eCheck/Savings Online/Mobile/Virtual Terminal	NA	$1.00
eCheck/Savings by Automated Phone	NA	$1.00
eCheck/Savings by Operator Assisted Call	NA	$1.00
Credit Card Online/Mobile/Virtual Terminal	NA	2.75%*
Credit Card by Automated Phone	NA	2.75%*
Credit Card by Operator Assisted Call	NA	2.75%*
Bank Bill Pay Transaction (Popular Add-on)	$0.50	NA

*Payments under $100 will have a fee of 2.75% + $0.50

If a credit card fee is disputed, PSN charges a $15.00 handling fee.
Your customers will be required to pay a $35 NSF fee

Note: by selecting option #3 and only offering our online/mobile/virtual terminal payment options the total cost to you is $89 annually.

Additional information

Not all solutions or options offered by PSN are represented in this proposal. I would be happy to provide any other information that could help you reach a decision. PSN stands ready to help you get to a highly competitive level in payment processing, quickly and efficiently. Thanks for considering a partnership with PSN.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICE ("Agreement") is made as of _____ (insert date) (the "Effective Date") between Abbotsford, WI ("Account Holder") and Payment Service Network, Inc. ("PSN").

RECITALS

Account Holder wishes to register its business with PSN so that Account Holder's customers ("Customers") can make payments through the PSN Web site, www.PaymentServiceNetwork.com (the "Site"), by facsimile transmission, or telephonically via 800# access.

Account Holder and PSN desire to formalize their agreement as set forth below.

NOW THEREFORE, in consideration of the Account Holder's registration for the Services, the foregoing recitals, the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Account Holder and PSN, intending to be legally bound, hereby agree as follows:

1. Account Holder authorizes PSN to collect payments from Customers to the extent such Customers have agreed to the terms and conditions of the Site. PSN shall collect the "Fees" (as shown on Schedule B) in the manner, amounts and pursuant to the terms set forth on Schedule B. Schedule B specifies those Fees payable by the Customer and those Fees payable by the Account Holder.

2. The Services to be provided by PSN (the "Services") are as follows:

   a. PSN agrees to accept payments from the Customers by checking/savings account or credit/debit card through the Site, or otherwise (phone in or fax in). Customers who utilize PSN's payment network will also be required to register on the Site and will be bound by the terms and conditions set forth on the Site.

   b. Account Holder is given real-time access to all account information via PSN's administrative logon. Such access will be provided to all Account Holder representatives designated in writing by Account Holder. The account information available will include transaction totals, specification by account, and specification by transaction/account type (e.g. utilities, taxes). PSN and Account Holder will jointly work to develop compatibility of the reporting and accounting information with the Account Holder's management and account software. Said access to all account information will be provided by PSN to Account Holder under the following conditions.

      1. Said compatibility does not adversely affect, alter or change PSN's established service;

      2. Said compatibility is a joint effort between PSN and Account Holder with the Account Holder providing all the needed information to PSN regarding current and/or future management and accounting software.

c. PSN will provide, for each Customer who sets up a profile within the PSN system, real-time access to such Customer's account information (but not the information of any other Customer) through the Site. If applicable, PSN will inform each Customer of the charging and amount of any subscription and/or fees or charges for the Services that will be charged to the Customer for the Services. PSN agrees to indemnify and hold harmless Account Holder from all claims and liabilities arising out of a dispute based on non-disclosure of PSN Fees to Customers.

d. PSN will provide Account Holder with Check 21 services as described in, and on the terms and conditions set forth in, the Check 21 Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.

e. PSN will provide Account Holder with V Post services as described in, and on the terms and conditions set forth in, the V Post Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.

f. PSN will provide Cash Distribution services as described in, and on the terms and conditions set forth in, the Cash Distribution Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.

g. PSN will provide a non-exclusive license to use a Customized Mobile App as described in, and on the terms and conditions set forth in, the Mobile Application Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.

3. PSN reserves the right to modify the Services and Fees and service charges chargeable to Account Holder or its Customers in its sole discretion from time to time. PSN will notify Account Holder of material modifications to the Services or Fees and service charges by electronic means to a designated representative of Account Holder or by written notice at least thirty (30) days prior to the effective date of any such modifications. Account Holder also consents to receiving from PSN any Federal tax statements or other notices required by Federal, State or Local law in an electronic format.

4. Account Holder agrees to cooperate with PSN in resolving any disputes between Account Holder and Customers in a timely manner, reaffirming that PSN is only a payment intermediary and does not own the property or business or represent the Account Holder or Customer in such disputes. Disputed transactions and chargeback's will be handled in the following manner:

a. Credit Card Transactions:

1. PSN will notify Account Holder via electronic mail of any disputed credit card payments or chargeback's from Account Holder's Customers. Account Holder agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims.

2. Account Holder will be charged a fee of Fifteen Dollars ($15.00) for each chargeback that is ultimately allowed, at which time, Account Holder gives PSN the authorization to automatically debit Account Holder's account for the total of the original transaction plus the Fifteen Dollars ($15.00) chargeback fee for the purpose of charging it back to the Customer.

b. ACH – Checking and Savings Account Transactions:

1. Problem transactions: NSF, Invalid Account, Receiver's Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:

    a. PSN will notify Account Holder and Customer of said problem;

    b. PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another transaction for Customer.

    c. In the event that PSN, within one (1) business day, cannot collect the appropriate information from Customer in order to complete the reprocessing of the Customer's transaction and funds from said transaction have been deposited into Account Holder's account, PSN will debit Account Holder's account for a total sum of the original deposit for said transaction.

5. The initial term of this Agreement shall be for a period of three (3) years commencing on the date that the first payment transaction is processed by PSN for any Customers under this Agreement (the "Initial Term"), and shall automatically extend for additional periods of one (1) year (each, an "Extension Term") unless one of the parties provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or any Extension Term. Notwithstanding the foregoing, Account Holder may terminate this Agreement upon ninety (90) days' prior written notice and payment of Five Hundred Fifty Dollars ($550.00) to PSN as an early termination fee, *provided however*, that no early termination fee shall be due or payable by Account Holder if it terminates this Agreement under this Section within thirty (30) days of the date on which PSN delivers notice of material modifications to the Services, Fees or service charges under Section 3 of this Agreement other than

increases of fees and service charges that are attributable to direct pass through increases from PSN's merchant bank. PSN will process all payments received prior to the date of termination and forward them to Account Holder's account. No Payments will be accepted from Customers after the date of termination. All obligations of Account Holder arising from transactions prior to termination shall survive termination of this Agreement. PSN will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Account Holder. Notwithstanding any termination of this Agreement, for a period of one hundred eighty (180) days after such termination, Account Holder acknowledges and agrees that PSN shall have the right to automatically withdraw any amounts from Account Holder's depository account that PSN would otherwise have the right to withdraw during the term of this Agreement, including without limitation, credit card chargebacks, the reversal of any Customer payments deposited by PSN into Account Holder's account for which there are insufficient funds, and other disputed charges and problem transactions specified in paragraph 4 of this Agreement.

6. This Agreement may not be assigned by Account Holder without PSN's prior written consent. If PSN gives consent to assignment of this Agreement by Account Holder as set forth above, PSN reserves the right to charge the assignee the Setup Fees shown in Schedule B. PSN may assign this Agreement.

7. This Agreement and the Services to be provided by PSN hereunder in no way alters or modifies the obligations contained in the agreements, if any, between Account Holder and Customers.

8. Account Holder represents, warrants and covenants to PSN that PSN is authorized to collect payments from the Customers for which Account Holder provides PSN the required information. Account Holder further represents, warrants and covenants to PSN: (a) Account Holder has the authority to enter into this Agreement and perform its obligations set forth therein; (b) Account Holder will provide all reasonable assistance to PSN and its subcontractors in providing the Services set forth herein; (c) Account Holder and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation, MasterCard, Visa, Discover and American Express), credit card issuers, and depository account institutions (collectively, the "Rules and Regulations"), and in accordance with PSN's account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) Account Holder shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) Account Holder shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; and (f) Account Holder and its authorized users will not (i) sell, lease, distribute, license or sublicense PSN's Site, technology or Services, (ii) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the

Services; (iii) introduce or transmit through the Site, technology or Services, without limitation, via any portion of the Account Holder's computer system that interfaces with the Site, technology or Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, technology, or services or other computer systems of PSN or its subcontractors; and (iv) should Account Holder receive notice of any claim regarding the Site or Services, Account Holder shall promptly provide PSN with a written notice of such claim.

9.   a.   Account Holder agrees to defend, indemnify, and hold PSN harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorneys' fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of Account Holder's representations and warranties contained in this Agreement; (b) Account Holder's breach of any covenant or obligation contained in this Agreement; (c) any claims or disputes arising under any agreement between Account Holder and a Customer (or any third party) or otherwise relating to the relationship between Account Holder and a Customer (or any third party) including, without limitation, any dispute over the amount owed by a Customer to Account Holder (other than claims relating to PSN fees); and (d) any claims or disputes caused in whole or in part by the information or directions provided to PSN by Account Holder or its agents.

b.   PSN agrees to defend, indemnify, and hold Account Holder harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorney's fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of PSN's representations and warranties contained in this Agreement; (b) PSN's breach of any covenant or obligation contained in this Agreement; and (c) any claims or disputes arising under any agreement between PSN and a Customer (or any third party) or otherwise relating to the relationship between PSN and a Customer (or any third party).   PSN's obligations under this paragraph do not apply to any of the foregoing causes to the extent resulting from acts or omissions of Account Holder.

10. PSN and Account Holder are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Account Holder.   Neither PSN nor Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11. PSN represents that it owns and will retain during the term of this Agreement all proprietary rights in and to all development tools, routines, subroutines, applications, software and other materials that PSN may use in connection with implementation and operation of the Site, and has the right to license and

otherwise permit Account Holder's and Customers' usage of such Site and other materials in accordance with the terms of the Agreement. This Agreement does not transfer to Account Holder any ownership or proprietary rights in PSN's Site, technology or any work or any part thereof, and all right, title and interest in and to PSN's Site and technology will remain solely with PSN. PSN agrees to indemnify and hold Account Holder harmless from any liabilities or charges, including attorney's fees, arising out of any claim that PSN or Account Holder has infringed the proprietary rights of others in performing the Services under this Agreement or in operating the Site.

a. PSN shall notify Account Holder if PSN changes or adds any functionality of the Services as implemented on the Site. Under no circumstance shall PSN offer Customers of Account Holder any community features (such as mail, chat, message boards, or the ability to create home pages) from the Site. PSN shall not, in conjunction with the Site or the Services, use any interstitials Web pages, pop-up windows, other intermediate steps or any other content which acts as a barrier to the transition of a Customer from Account Holder's Web site to the Site.

b. PSN shall be responsible for providing all customer support regarding the Services or the Site and Account Holder may redirect to PSN any associated customer support inquires.

c. PSN's privacy policy shall make any disclosures, or obtain any Customer consent necessary, to make the disclosures about Customers back to Account Holder required by this Agreement.

d. Account Holder hereby grants to PSN a non-exclusive, worldwide, revocable right to use Account Holder's domain names, trademarks and logos reasonably necessary for PSN to perform under this Agreement (collectively, the "Marks"). Account Holder may terminate the foregoing right to use the Marks if, in Account Holder's sole discretion, PSN's use of the Marks is not related to PSN's performance under this Agreement or PSN's use of the Marks tarnishes, blurs, diminishes, or dilutes the quality associated with the Marks or the associated goodwill and such inappropriate use is not cured within thirty (30) days of notice of such inappropriate use. Title to and ownership of the Marks shall remain with Account Holder, and PSN shall have no ownership interest in the Marks. PSN shall not take any action inconsistent with Account Holder's ownership of the Marks, and any benefits accruing from the use of such Marks shall automatically vest in Account Holder.

12. PSN WARRANTS THAT IT WILL PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE AND PARAGRAPH 11 ABOVE, PSN AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY

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REGARDING OR RELATING TO ANY OF THE SITE, TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SITE SERVICES OR TECHNOLOGY PROVIDED TO ACCOUNT HOLDER AND/OR ITS CUSTOMERS HEREUNDER. PSN AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PSN AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT ACCOUNT HOLDER'S AND/OR ITS CUSTOMERS' ACCESS TO THE SITE OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. PSN AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY ACCOUNT HOLDER, ACCOUNT HOLDER'S CUSTOMERS OR ACCOUNT HOLDER'S EMPLOYEES OR AGENTS. PSN AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEB SITES OR OTHER DATA RECEIVED BY ACCOUNT HOLDER OR ACCOUNT HOLDER'S CUSTOMERS VIA THE INTERNET.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL PSN'S LIABILITY TO ACCOUNT HOLDER, CUSTOMERS, OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ACCOUNT HOLDER AND ITS CUSTOMERSTO PSN FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED (THE "LIABILITY CAP"). PSN SHALL NOT BE LIABLE TO ACCOUNT HOLDER, CUSTOMERS OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS PROFITS) OR PUNITIVE DAMAGES FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF PSN HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13. PSN agrees that all information of Account Holder and Customers, including without limitation, Customers' names, addresses and account numbers, shall be treated as confidential by PSN, shall not be disclosed to any third party (other than to credit card issuers or PSN's processing bank in the performance of this Agreement) except as required by law.

PSN agrees not to exploit or use such information except as expressly permitted by this Agreement, and shall not sell, purchase, provide or exchange credit card account number information without the written consent of the Customer. PSN will destroy any cardholder information that is no longer necessary in a manner that will render the data unreadable.

14. PSN agrees to procure and maintain the following insurance policies and bond in no less that the following minimum amounts (or such other minimum amounts, if higher, as required by law), with such reasonable deductibles as PSN shall determine:

    <u>Errors and Omissions Professional Liability Coverage</u>
    $1,000,000 Each Claim; $1,000,000 Aggregate

    <u>Commercial Umbrella Liability Coverage</u>
    $2,000,000 Each Occurrence; $2,000,000 Aggregate

    <u>Commercial Crime Coverage</u>
    $250,000 Form A - Blanket Employee Dishonesty; $250,000 Form B - Forgery or Alteration; $10,000 Form C - Money and Securities; $250,000 Business Service Bond; $2,500 Deductible

    <u>Commercial General Liability Coverage</u>
    $2,000,000 General Aggregate; $1,000,000 Each Occurrence; $100,000 Fire Damage; $5,000 Medical Expense

    <u>Workers Compensation and Employers Liability Coverage</u>
    $100,000 Accident; $500,000 Policy Limit; $100,000 Each Employee.

15. Account Holder understands that PSN is party to a Merchant Services Agreement pursuant to which PSN is being provided with certain payment processing services by a member (a "Provider") of Mastercard, Visa, Discover and/or similar entities (collectively, "Associations"), and that Account Holder is a sub-merchant under said Merchant Services Agreement. As a conditional precedent to PSN's obligations under this Agreement, Account Holder shall enter into a Sub-Merchant Agreement with the Provider (on Provider's current form) to satisfy the Associations' requirement that the Account Holder have a direct contractual relationship with a member of the Associations.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without application of its conflicts of law principles. For the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement, the parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Dane County, Wisconsin. The parties hereby submit to the exclusive jurisdiction of the federal and state courts situated in Dane County, Wisconsin, and agree not to raise any objection to or defense based upon the venue of said courts.

    EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT.

17. Account Holder will certify to PSN the identity of any person Account Holder has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Account Holder as it relates to any Services. PSN shall be able to conclusively presume that such

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agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.

18. The undersigned warrants and represents that he/she has all requisite authority to execute this Agreement on behalf of Account Holder, and that he/she is authorized to bind Account Holder to the terms of this Agreement.

19. This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. Faxed, photocopied and scanned signatures shall be acceptable to and legally binding on the parties to this Agreement. No party to this Agreement shall raise the use of a facsimile machine, email transmissions, or other electronic transmission to deliver a signature or the fact that any signature or this Agreement were transmitted or communicated through the use of facsimile machine, by email, or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page Follows]

written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCOUNT HOLDER

Company: Abbotsford, WI

Title: _____

Print Name: _____

Signature: _____

PAYMENT SERVICE NETWORK, Inc.

Title: _____ CFO

Name: _____ Marll Thiede

By: _____

Payment Service Network, Inc.
2901 International Lane, Suite 101
Madison, WI 53704
608-442-5088 Direct
608-442-5116 Fax
877-390-7368 Toll Free

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SCHEDULE "A" [Fill out sections I, II and III]

I. Corporate Office Information

Contact Name: Jennifer Lopez

Address: P.O. Box 589

Telephone: 715-223-3444

Email: j.lopez@ci.abbotsford.wi.us

Business Legal Name:

City, State, ZIP: Abbotsford WI 54405

Website: www.ci.abbotsford.wi.us

Business Tax ID:

II. List of Properties, Accounts or Services: (Please use a separate sheet if needed or supply an Excel spreadsheet if possible.)

Total Number Payers or Units	Service Description or Property Name	Address (If different from Corporate above) (Include: Street Address, City, State, ZIP)	Tax ID Last 4 Digits of Checking Account	Contact Person	Email	Phone Number
860	Utility Payments	Same as above	Same as above	Same as above	Same as above	Same as above

III. Depositing and Invoicing Instructions and Request for Voided Check(s):

- Please indicate by checking the appropriate box how you want PSN to debit its Fees from your bank account(s).
  - ☒ PSN should invoice and take its Fees from the same bank account(s) to which it is depositing funds.
  - ☐ PSN should invoice and take its Fees from a different bank account than the one to which it is depositing funds.

- Attach to this Agreement, an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, and/or a voided check of the account from which PSN will debit its Fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s), on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which service, property or account (from the list above) it represents.

- In order to debit Fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

SCHEDULE "B" Fee Schedule

The items marked with an "X" are applicable to this Agreement.

Callout box (left margin): Please Mark if you'd like to offer electronic bank bill pay. if passing at this time please leave blank

Setup/Equipment Fees

	Item	Option	Fee	Fee
☒	One-time Setup	Waived if setup before 8/31/2014	Waived	Paid by Account Holder
☒	Web Customization (select one option)	☐ Basic / ☐ Custom	Included / $200.00	NA / Paid by Account Holder
☒	Mobile App	Standard	Included	NA
☒	Training	Lifetime	Included	NA
☒	Software Integration	Workhorse	Included	NA
☐	Custom Programming		$	NA
☐	Integrated Swipe Credit Card Setup		$	NA
☐	Check Scanning Equipment		$	NA
☐	Credit Card Swipe Machine		$	NA

Monthly Fees

	Item	Fee	Fee
☒	Gateway including eBill Solution	$ 24.95	Paid by Account Holder
☒	Bank Bill Pay eSolution/eCash Solution	Included	NA
☒	Mobile App	Included	NA
☐	Outbound Auto-Call Messaging	$	NA
☐	Integrated Swiped Credit Card	$	NA

Transaction Fees
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)

	Item	Sub-option	Basis	Fee	Fee
☒	eChecking or eSavings Payment	☒ Online/Mobile	Net Deposit	$1.00	Paid by Customer
		☒ Automated Phone	Net Deposit	$1.00	Paid by Customer
		☒ Live PSN Rep	Net Deposit	$1.00	Paid by Customer
☒	Credit Card Payments	☒ Online/Mobile	Net Deposit	2.75%*	Paid by Customer
	☒ MasterCard ☒ VISA	☒ Automated Phone	Net Deposit	2.75%*	Paid by Customer
	☒ Discover ☒ AmEx	☒ Live PSN Rep	Net Deposit	2.75%*	Paid by Customer
☐	Bank Bill Pay eSolution (bank-issued checks)		Gross Deposit	$0.50	Paid by Account Holder
☐	Cash Distribution		NA	$	NA
☐	Advanced Integrated Credit Card Swipe		NA	$	NA
☐	Virtual Point of Sale Terminal (VPOST)		NA	$	NA
☐	Auto-Post Check Scanning (Check 21 or RDC)		NA	$	NA
☒	eCash Solution		NA	$	NA

Other Fees

	Item	Note	Fee	Fee
☒	Annual Security Compliance (billed annually)	Due each December	$89.00	Paid by Account Holder
☐	Outbound Auto-Call Messaging	Only answered calls get assessed the fee; recording device pickups are considered answered.	15¢ per minute, 2 minute minimum	NA
☒	NSF (for online and phone check/savings transactions with insufficient funds)		$35.00	Paid by Customer
☐	NSF (for scanned and VPOST checks)		$	NA
☐	NSF (for Cash Distribution transactions with insufficient funds)	A second violation can be cause for disconnection of Cash Distribution Solution	$	NA
☒	Chargeback (for credit cards that are disputed)		$15.00	Paid by Account Holder

*If payment is less than $100, the Customer will be charged 2.75% plus 50¢.

Net Deposits are Customer payment deposits less Transaction Fees.
Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.

SCHEDULE "B" continued
Fee Schedule

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN or, at PSN's option, deducted from Customer payments before such payments are deposited into Account Holder's designated depository account.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall, at PSN's option, (a) deduct Transaction Fees and Other Fees from Customer payments before such payments are deposited into Account Holder's designated depository account and/or (b) auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

PSN will endeavor to have Customer payments deposited into Account Holder's designated account or accounts within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, and less any Monthly Fees and Other Fees (collectively, "Fees") owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date, and Account Holder agrees to pay such Unpaid Fees to PSN. PSN is hereby granted a security interest in amounts received from Customers to secure payment of the Unpaid Fees, and shall have a contractual right of offset against amounts received from Customers equal to the amount of Unpaid Fees.

ACCOUNT HOLDER:

Signature: _____   Date: _____

Print Name: _____   Title: _____

Requirements for Employee-Provided Cellular Telephones

1. The City requires the Managers to obtain the cellular telephone service in the Managers's name at the Manager's mailing address and the City will pay a taxable reimbursement that will be included in the Manager's second paycheck of the month.

2. The intent of the cellular telephone reimbursement is not to pay for the entire telephone plan cost, but to offset the extra expense of any City business communicated on the manager's personal cellular telephone. The manager may, at his or her own expense, add extra services or equipment features, as desired.

3. Managers are solely responsible for purchasing cellular telephones and replacing damaged telephones, at their own expense, including devices damaged or broken while working.

4. The reimbursement is not part of base pay. It is a taxable reimbursement. The amount will not be included in the calculation of percentage increases in pay nor included when determining benefits or overtime.

5. The cellular telephone contract will be in the name of the Manager who will be solely responsible for all payments to the service provider.

6. The City does not accept any liability for claims, charges or disputes between the service provider and the Manager.

7. Recipients of a cellular telephone reimbursement must notify the City of their cellular telephone number and must maintain the cellular telephone contract while in receipt of the reimbursement.

8. Recipients of a cellular telephone reimbursement consent to unlimited business use of their cellular telephone number while employed by the City.

9. The City reserves the right to request proof of cellular telephone service from any Manager receiving a reimbursement.

10. Managers shall be responsible for providing and maintaining equipment necessary for cellular telephone service.

11. Managers receiving a cellular telephone reimbursement will not be required to provide any documentation or substantiation of the amount of personal calls for any form of reimbursement to the City.

12. Telephone bills, call logs, text messages or any other records that are associated with the Manager's personal use of their own cellular telephones will not be considered part of the public record.

13. Managers are subject to after-hours availability requirements established by each department.

Monthly Reimbursement Rates	
Smart Cellular Telephone (with a data plan)	$20.00

Minutes from the May 28, 2014 Annual Cemetery Association Meeting:

Meeting was called to order in the classroom at the Abbotsford City Hall at 6:30PM by Assoc. President Thielman.

Those in attendance were: Director Dennis Schelling, Lead Person Allan Tranberg, Asst. Lead Person Len Allemann and Assoc. Pres. Thielman. Absent were Director Runnoe, Secretary/Treasurer Merna Strathman and council committee representative.

Secretary/Treasurers reports were presented by Thielman. Motion by Allemann, second by Tranberg to approve the reports. Motion carried. Thielman reported that the cemetery will be disbursing $350.00 to the city from 2013 revenue sharing funds to assist in offsetting payroll expenses for grave site finishing.

Old Business: A summary of 2013 operating activity was presented by Thielman. There were 18 lot sales and 13 burials in 2013.

New Business: Motion by Thielman, second by Schelling to re-elect Charles Runnoe to a 2 year directorship term. Motion by Thielman, second by Schelling to re-elect Merna Strathman to a 2 year term as secretary/treasurer. Motion carried.

Thielman reviewed and discussed cemetery lot prices, service charges and operating procedures with the group. Motion by Thielman, second by Tranberg to not make any changes to lot prices, service charges or operating procedures at this time. Motion carried.

Thielman informed the group that considering the city approved a wage increase last year for the cemetery workers; he would not be recommending any wage increases this year.

There being no further business to discuss, motion by Allemann, second by Tranberg to adjourn. Motion carried. The meeting was adjourned at 7:10 PM.

Gary Thielman

Minutes from the Abbotsford Board of Appeal meeting held July 2, 2014 at the Abbotsford City Hall

Don Medenwaldt **called the meeting to order** at 7:00 p.m.

Roll call: Medenwaldt, Weix, Olson, and Jakel

Others present: Dennis Hinrichsen and Glen Lavin

There were **no comments from the public.**

Under discuss/approve **variance request from Dennis and Renee Hinrichsen – 307 South 7th Street,** Abbotsford, it was stated that there were no objections heard from members of the Board of Appeal or the public. This would be for the purpose of construction of an addition onto the West side of the existing building. This would be a variance to Ordinance Section 13-1-49 B-2 Highway Commercial; which requires the front yard setback to be 25 feet; the request is for a 12 foot front yard setback.

Motion Weix/Olson to **approve the variance request** as presented. Motion carried without negative vote.

Motion Weix/Olson to **adjourn** at 7:05 p.m. Motion carried without negative vote.

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Minutes from the Abbotsford Board of Appeal meeting held July 30, 2014 at the Abbotsford City Hall

Don Medenwaldt **called the meeting to order** at 6:30 p.m.

Roll call: Medenwaldt, Weix, Olson, Schiferl and Jakel

Others present: Lopez and Allan Tranberg

There were **no comments from the public.**

Under discuss/approve **variance request from Allan and Roxanne Tranberg – 506 N 3rd Avenue, Abbotsford** for the purpose of construction of a 40 ft. X 60 ft. private garage onto the vacant lot. This would be a variance to Ordinance Section 13-1-42 R1 Single Family Residential; which does not allow for a standalone accessory building.

It was stated the new construction will be 10 feet from the back lot line with 19 feet on each side of the building to the lot line and 45 feet to the front curb. This will be a stick built construction with one 14 foot door and one regular sized garage door. The exterior siding will be vinyl and shingled roof. The building will be patricianly heated and there will be water and sewer plumbed in the building.

Allan Tranberg stated that Mrs. Eggebrecht called him with concerns questioning the storm water run-off. Tranberg stated that his building will have eave troughs to handle the storm water.

Motion Jakel/Weix to **approve the variance request** to Allan and Roxanne Tranberg for the construction of a non-commercial garage; allowing a standalone accessory building on the said lot.
   Roll call: Schiferl – yes, Jakel – yes, Olson – yes, Weix – yes, and Medenwaldt - yes

Motion Weix/Olson to **adjourn** at 6:56 p.m. Motion carried without negative vote.

UNITED COMMUNITIES OF CLARK COUNTY
CITY OF THORP
HOLLAND'S FAMILY CHEESE, LLC
PENTERMAN FARM
200 W. LIBERTY DRIVE
THORP, WI 54771
JULY 28, 2014
6:30 P.M.

The meeting was called to order by Chair Neillsville Mayor Steve Mabie.

The following were in attendance:

City of Abbotsford   Mayor Dale Rachu, Council President Lori Voss
City of Colby   Mayor James Schmidt
Village of Curtiss   President Randall Busse
Village of Dorchester   President Wayne Rau
Village of Granton   President Thomas Gorst
City of Loyal   Mayor Dave Williams
City of Neillsville   Mayor Steve Mabie, City Clerk-Treasurer Rex R. Roehl
City of Owen   CDA Director Tim Swiggum
City of Thorp   Mayor Ray Stroinski
Holland Family Cheese, LLC   General Manager, Kimberly Rabuck

Others invited but unable to attend:
City of Greenwood   Mayor James Scheckiman
City of Stanley   Mayor Mike Henke (non-member)
Village of Unity   President Randy Smith (non-member)
Village of Withee   President Everett Lindgren

Kimberly Rabuck, General Manager, Holland Family Cheese, LLC began the tour with a brief history. Marieke Penterman was born and raised on the family dairy farm in the Netherlands. Marieke has a Bachelor's Degree in Dairy Business and was a farm inspector. Rolf Penterman emigrated to Thorp in 2002 and started a 350 cow dairy farm with his brother. Marieka followed a year later in 2003. Rabuck stated that Marieke missed the cheese from back home and started researching how to start her own business. Deciding to get her Wisconsin Cheese Making License, she worked with a local cheesemaker and trained with two different cheesemakers in her home country. In 2007 Marieke won her first gold award at the U.S. Champion Cheese Contest for her Gouda. In 2013 she won her biggest award – the U.S. Grand Champion – for Gouda Mature.

Rabuck stated that the Penterman's place a high priority on cow comfort. Sand bedding is used to keep the cows clean, cool in the summer and warm in the winter (the sand works like an abrasive rub) in the free-stall barns. They have rotating back-scratcher brushes, sprinkler systems and fans to keep the cows cool. The outside walls roll up and down for ventilation depending on the weather. Each cow has a computer chip monitor attached to it's ear – monitoring body temperature, movement (standing, walking, laying down), how often they are chewing their cuds

and moving their ears. Video cameras are everywhere, so the cows can be checked on at anytime from anywhere.

Rabuck stated that the 435 cows are milked three times a day in the herringbone style parlor. The milk goes right from the cow to the cheese vat. The cows are Brown Swiss (higher butter fat content), black and white Holstein and red and white Holstein. Bull calves are sold and heifer calves raised. Birthing pens and maternity barn were toured. Milk not used in the cheese making process is sold to Lynn Dairy.

Rabuck stated the farm fresh milk is combined with herbs, spices, seeds and berries gathered and shipped from the Netherlands, making for authentically Dutch flavor. The Farmhouse Creamery double vat produces enough cut curd to make 40 twenty pound cheese wheels. The cheese is made with 100% raw milk, the curd is pressed to remove moisture, painted with a porous outer casing, aged on Dutch pine shelves (which whisks more moisture away) for a minimum of sixty days, each wheel is turned on a schedule and shelves cleaned.

Rabuck stated that the Dutch Gift Shop has more than just their award winning cheeses. It has artisan cheese, meats, wines, candies, etc. from around Wisconsin and gift items, as well as Dutch items.

Rabuck stated that currently 34 people are employed and thanked the City of Thorp for their help and support in putting things together.

The group thanked Rabuck for the tour.

Chair Neillsville Mayor Steve Mabie declared the minutes of the May 19, 2014 meeting approved and filed as presented.

Loyal Mayor Dave Williams, Treasurer, reported that there has been no activity since the last meeting. The current checkbook balance is $1,811.15

Loyal Mayor Dave Williams stated that the Northside Elevator is clearing land for a new building to house their vehicles, the free family movie night downtown was a success (main street traffic was detoured and Rock n' Roll to Go set up a blow up screen), the ST HWY 98 reconstruction project engineering is being worked on – the project is scheduled for 2017, the Corn Fest will be August 22, 23 & 24, 2014.

Thorp Mayor Ray Stroinski reports their ST HWY 73 project was finished the day before the Holland's Grand Opening, work on the street patching from the water main breaks is in progress.

Dorchester President Wayne Rau reported on trying to put the Chief of Police issues to rest and the first coat of blacktop has been put down on their street construction project.

Colby Mayor James Schmidt reported that Cheese Days went well, they have begun their street construction, currently the downtown street used for the tractor pull is concrete, when it is redone it will be blacktop, the cost difference is about $80,000.00. The contractor will not guarantee the new blacktop for tractor pulling, the group wants to keep it downtown and is having a meeting to

discuss possible donations and options, land for two potential well sites has been purchased and drilling, pumping and testing for wakeup will begin.

Abbotsford Mayor Dale Rachu reported that their new sewage treatment plant will be going out for bidding this fall with spring 2015 construction, street projects are done and First City Days will be August 8, 9 and 10, 2014.

Curtiss President Randall Busse reported on waiting to hear about the CDBG grant for a new fire hall, dealing with former President Arlan Hamm and former Clerk-Treasurer Deborah Kraute legal issues, looking for water (their 9 wells can not keep up) and Curtiss Days August 1 and 2, 2014.

Owen CDA Director Tim Swiggum reported that a Dollar General Store has been approved for the downtown Junior Fair site, originally offered to the Family Dollar Store, a 3 ½ acre parcel on the northside of ST HWY 29 has been sold to a trailer sales business, the culvert on Willow Road which feed the Mill Pond needs to be replaced – working with the DNR, the car show and burn out will be August 16, 2014, the closing on the railroad property will be soon (the City will take over the old wooden railroad bridge and depot and buy land to finish their trail system).

Granton Village President Thomas Gorst reported on re-blacktopping the Village portion of Granton Road, the County will be redoing the CTY HWY K bridge between the Village and the School, however the Village has to move their water and sewer mains, the Fall Fest will be September 12, 13 and 14, 2014.

Neillsville Mayor Steve Mabie reported on the Grand Avenue street project, water main replacement project, Heritage Days went well, despite a rainy Saturday, the Clark County Fair will be August 6 to 10, 2014, John Ross, Clark County Emergency Government contacted him to report that Governor Walker has requested a FEMA Disaster Declaration associated with the severe winter weather of 2013-2014, FEMA consideration of funding is not a quick process.

Abbotsford Mayor Dale Rachu stated that Abbotsford has an ordinance limiting the number of cats and dogs you can have – a maximum of four of any combination. In 2007 a lady came to the Council and the Council granted her a 3 year permit to have a limit of 25 cats. The permit expired. She came back to the Council and requested and was granted another permit raising the number of cats to 32. The permit became due again in June. This time five of the neighbors were contacted and there were complaints about the smell and unkempt tall grass lawn. The yard is fence, the cats have some disease and are being treated by a vet. This past winter freeze-up required the City crew to enter the property and the smell was bad. The owner was notified and there were people at the meeting who spoke in her favor. The Council granted her a six-month permit. What can the City do? If the permit is revoked and she contests it the City would have to house the cats until the court process is done. The shelters in a 60 mile radius don't want them because the cats have a disease. The cost would run $12 per day per cat ($384).

Discussion followed on health concerns and issues, revoking the permit, what to do with the cats, etc.

The next meeting will be hosted by the Village of Granton on Monday, September 22, 2014 at 6:30 p.m. at the Granton Municipal Garage, 127 Maple Street, Granton, WI 54436. (The Monday, November 24, 2014 meeting will be hosted by the Village of Dorchester at the office of the Village Clerk-Treasurer, 228 W. Washington Avenue, Dorchester, WI 54425

Motion Loyal Mayor Dave Williams, second Curtis President Randall Busse, to adjourn. All Aye.

Rex R. Roehl

Rex R. Roehl, Clerk

August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 COUNCIL 6:00	5	6	7	8	9
10	11 POLICE	12	13	14	15	16
17	18	19 MUNI CT 6:30	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 OFFICE CLOSED	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				