

City of Abbotsford

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

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

1. Call the regular meeting to order
 - a. Roll call
 - b. Pledge of Allegiance
2. Establish Order of the Day
3. Communications – Copper Testing Results
4. Comments by the Mayor
5. Administrator’s Update
 - Communications: Tax Break for Employers re: COVID-19
6. Comments by the Public **Pertaining to the Agenda**
7. Minutes from the Council held March 2, 2020
 - a. Waive the reading and approve the minutes
8. Minutes from the Council held March 25, 2020
 - a. Waive the reading and approve the minutes
9. Plan Commission Minutes for March 4, 2020, and March 16, 2020
10. Jim Colby – Driveway Concerns
11. First City Days
 - a. Approve/Disapprove Temporary Beer License
 - b. Approve/Disapprove Street Use Permit
 - c. Approve/Disapprove Temporary Operators License for Dean Wiese
12. Approve/Disapprove Quote for a New Lawn Mower for Public Works
13. Approve/Disapprove City Appraiser Contract
14. Items for Future Agendas - No Action Will Be Taken
15. Next Meetings: City Council April 21, 2020 (re-organization), City Council May 4, 2020
16. Adjourn

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

**City Council members may attend the above committee meeting for information gathering purposes. If a quorum of Council members should appear at this Committee meeting, a regular Council meeting may take place for the purpose of gathering information on an item listed on this Committee agenda. If such a meeting should occur, the date, time, and location of the Council meeting will be that of this Committee as listed on the Committee agenda.*

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.

Abbotsford City Council 4-6-20
Mon, Apr 6, 2020 6:00 PM - 8:30 PM (CDT)

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Employers Receive Payroll Tax Credit Relief for Emergency COVID-19 Sick Leave

Manatt Phelps & Phillips LLP

To help employers cover the cost of paid sick leave or family or medical leave for their employees who miss work for reasons related to the COVID-19 pandemic, the Families First Coronavirus Response Act (H.R. 6201) provides for an employer federal tax credit against the Social Security portion of payroll tax that the employer pays. The act applies to qualified wages paid April 2, 2020, through December 31, 2020.

The amount of the tax credit is equal to 100% of the qualified sick leave wages paid to employees under the act, up to a maximum of \$511 in wages per day for employees who are subject to a quarantine order, are self-quarantined or have COVID-19 (or up to a maximum of \$200 per day for other employees who receive qualified sick leave pay under the act). Tax credit for qualified sick leave wages is available for up to ten days in the aggregate. Also, the act provides tax credit equal to 100% of the qualified family leave wages paid to employees under the act for COVID-19-related emergency leave up to a maximum of \$200 per day for employees who receive qualified family leave wages under the act—not to exceed \$10,000 in wages per employee in the aggregate.

The employer tax credit amount may be increased by the amount of the Medicare tax imposed on the qualified sick leave wages and the amount of certain qualified health plan expenses of the employer allocable to the qualified sick leave wages for which the credit is allowed. Employers may not receive the federal tax credit if they are also receiving a credit for paid family and medical leave under the 2017 federal tax reform legislation.

If the employer pays employee benefits that are greater than the amount the employer pays in the Social Security portion of payroll tax, the IRS will send the employer a check for the excess. The intent is for the employer ultimately to not pay out of pocket for any benefits owed to employees under the act. However, the payroll tax credit is available to employers quarterly, so the employer will have to front the benefits to employees and then be reimbursed.

Employers must increase their gross income in the taxable year by the amount of payroll credit received (i.e., there is no double tax benefit). Employers also can elect not to apply the new provision.

The act also provides for comparable tax credits for self-employed persons.

Minutes from the March 2, 2020 Abbotsford City Council Meeting held in the Abbotsford City Hall Council Chambers.

Call the regular meeting to order - Mayor Voss called the meeting to order at 6:00 PM

Roll call – Rachu, Weix, Soto, Huther, Faber, Weideman, Kramer (by phone). One seat vacant.

Also in Attendance: Administrator Grady, Public Works Director Stuttgen, Water/Waste Water Supervisor Soyk, Deputy Clerk Luedtke, Municipal Judge Kalepp, John Smith, Kent Schilling, Jeremiah Zeiszut , Dan Borchardt (MSA Services) and Kevin O’Brien (Tribune Phonograph)

Pledge of Allegiance - Held

Establish Order of the Day – No changes

Communications – Copper Testing Results – In the packet

Comments by the Mayor – Mayor Voss thanked everyone who participated in the Team Totzke event. A discussion of sewer rates will be on the next agenda. The EMS crew recently completed refresher training that is good for the next 3 years. The receiving a lot of complaints about potholes, however, the potholes cannot be fixed until the weather warms up and the snow melts. Council should give the City Administrator their preferred Committee assignments for next year ASAP.

Administrator’s Update - Municipalities are starting to get contacted about state money for road projects. From what we understand the DOT is not going to be funding any projects at 90% and have been asking municipalities if they would accept less money for the project. The City of Abbotsford has not been contacted yet, but we expect to soon.

On April 21st the DOT will be conducting a public meeting regarding the Hwy 13 resurfacing project. The meeting will be in the PLC between 5:30-7:00. There is also a tentatively scheduled local officials meeting scheduled for March 25th at Colby City Hall. I will let you further details on this meeting when I get them.

Today we received the State/Municipal agreement for SRTS.

We should be hearing any day now whether or not we received a state grant for Spruce Street. One DOT committee has completed its work and the other meets on Tuesday next week. Determination letters should be sent out shortly. We should, hopefully, know by the next meeting.

Comments by the Public Pertaining to the Agenda – None

Minutes from the Council held February 3, 2020 – Motion to approve the minutes by *Faber/Huther. Unanimous.*

Minutes from the Council held February 19, 2020 - Motion to approve the minutes by *Weix/Faber. Unanimous.*

Employee Handbook – The Council discussed numerous aspects of the employee handbook. The First issue discussed was comp time for managers. Managers are not eligible to receive. The Council decided to let Managers manage their own time.

Comp Time Change – The employees requested that comp time usage remain the same as in the previous handbook. Employees are required to use their comp time in the year that it was earned. The exception is comp time earned in November and December which can carry over to the next year. In addition, employees are allowed to roll over an additional 16 hours. Motion to approve by *Weix/Weideman.*

Changing from PTO and Vacation to Straight PTO. - Motion *Faber* to make all accrued annual leave, sick leave, paid holidays, bereavement leave, etc PTO. Employees will still be able to keep a separate back for all accrued sick leave from the previous handbook. *Motion withdrawn*

Motion by Faber/Weix to make the withdrawn motion and add that PTO is still based upon years of service as outlined in the Handbook. *Unanimous.*

Motion *Rachu/Weix* that the maximum amount of hours that an employee could build up in a year is 304 hours. The employee would be ineligible to accumulate any more that colander year.

Alder Kramer left the meeting at 6:46PM

Roll call Vote on the *Rachu/Weix* motion to set a limit of 304 hours. – *Rachu - yes, Weix - yes, Soto - yes, Huther - yes, Faber- yes, Weideman – yes. Motion passes 6-0/*

Working Holiday Hours or After Vacation in a Workweek – Motion by *Weix/Faber* to allow employees to be paid time and a half even if the employee did not work 40 hours due to a vacation or holiday. Time and a half would be the manager’s discretion. *Motion passes 5-1 (Soto-No).*

Motion to approve the Employee Handbook as amended by *Huther/Rachu. Unanimous.*

Temporary Beer License for Abby Fest – Motion to approve the temporary license by *Weix/Rachu. Unanimous.*

Incidents, Accidents, Training - Water/Waste Water Supervisor Soyk stated that John Smith and Bill Colby were going to the Rural Wastewater Conference in LaCrosse. Justin Meyer recently passed his surface water test.

Naming Industrial Park Road - Public Works Director Stuttgen reminded the Council that the every east-west road in the city is named after a tree. Mayor Voss suggested opportunity Drive. Motion to name the new industrial park access road Opportunity Drive by *Weix/ Weideman. Motion passed 5-2 (Soto and Rachu – No).*

A-Team – David Williamson Insurance Policy – As stated at previous meeting that Mr. Williamson was required to take out a life insurance policy to protect the City’s investment in a \$75,000 land purchase for A-Team in 2011. The life insurance policy was to cease when the city recovered enough increment to pay for the \$75,000. The increment milestone was reached in 2019 and Mr. Williamson would like to remove the city as the beneficiary of the policy. Motion to approve removing the City as a beneficiary of the insurance policy by *Weix/Faber. Unanimous.*

Street Sweeping Quotes - Public Works Director Stuttgen presented several options for street sweeping. The options included: street weeping in the Spring and Fall with 3 leaf pickups, Street sweeping in just the Spring and 3 leaf pickups, and just street sweeping. The first two options would save the Public Works crews a weeks’ worth of labor along with the diesel needed to operate the equipment. Motion to accept the 2nd option in the amount of \$11,900 by *Faber/Huther. Unanimous.*

Crack Sealing Quote – Public Works Director Stuttgen recommended that the Council to take the lowest bidder. Motion to accept Lakes Asphalt at \$1.24/lb by *Rachu/Huther. Unanimous*

Discuss/Recommend Pulverizing Hemlock Street - Public Works Director Stuttgen stated that the plan is the road this year and repave it next year. The pulverizing will be between 5th Ave and Hiline. Public Works Director Stuttgen would also like to ditch the sides of the road so water flows towards Hiline. Motion to approve by *Weideman/Weix. Unanimous.*

Operators Licenses – Motion to approve by *Rachu/Weix.*

Phosphorus and Copper Compliance Reports – Agreement with MSA – Motion to approve by *Faber/Weideman. Unanimous*

MSA Update – Dan Borchardt presented the MSA update

Items for Future Agendas – Calling into meetings

Next Meetings: Committee of the Whole March 18, 2020; City Council April 6, 2020.

Motion to adjourn by Weix/Rachu. The City Council adjourned at 7:12 P.M.

Minutes from the March 26 2020 Abbotsford City Council Meeting held in the Abbotsford City Hall Council Chambers.

Call meeting to order – Mayor Voss called the meeting to order at 5:00 P.M.

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

Also in Attendance: Administrator Grady, , Public Works Director Stuttgen, Water/Waste Water Supervisor Soyk, Deputy Clerk Luedtke, Jim Colby, Kent Schilling, Paula Ruesch, Dan Borchardt (MSA Services) and Kevin O'Brien (Tribune Phonograph)

Pledge of Allegiance - Held

Establish Order of the Day – No Changes

Mayor's Comments – Government is exempt from the current restrictions enacted by the Governor. The City Council will be discussing various option later in the meeting. The Auditor is not come here due to Covid-19. Everything will be conducted remotely. Mayor Voss asked Administrator Grady to look into refinancing the city's debt. Mayor Voss also read her response to the Tribune Phonograph asking for comment regarding the March Central Fire Meeting. Mayor Voss stated that the City's first obligation is to ensure the interests of the taxpayers of Abbotsford and the donors who donated the Public Safety Building.

Administrator's Comments - The Municipal Court update is in the packet. A while ago, Mayor Voss asked City Hall to keep track of the profits of the vending machine. In the packet you will where the City is overall and that we have a little less than \$600 until the machine is paid off.

The library is now completely closed until further notice per the Governors order this week. A copy of the order was emailed to everyone on Monday.

Today we received our FEMA grant for the storm damage last July. The amount received is \$14,377.45 which includes an additional \$821.57 that we were able to apply for to pay for administrative time working on the grant.

Advanced Disposal sent out new procedures for trash collection due to Covid-19. They will no longer pick up trash or recycling that is in carts. This is a change that was going to happen this Summer anyhow. In addition, large pickups are suspended for the duration of the current health emergency.

Finally, the City is keeping track of all Covid-19 related expenses. FEMA will likely reimburse the City for 75% of the total.

Public Comment Pertaining to the Agenda – Jim Colby stated that he was personally affected by COVID-19 and felt all non-essential meetings should be cancelled.

City Attorney – Mayor Voss stated that she would to bid out the City's legal services. The City Council agreed to look at the attorney's and asked that the City Administrator have bids for re-organization in April.

Covid-19

- a. Mayor's Proclamation of a State of Emergency-
The Mayor's Proclamation declaring a state of emergency was presented. This was necessary to ensure that the City could function in case the City Council was unable to meet. In addition, a state of emergency allows the City to apply for a FEMA grant to pay for any COVID-19 related expenses.
- b. The Current Status-
Currently, most City operations are continuing as normal. The Library is closed due to Executive Order 12. The Public Works Department has installed a makeshift window at City Hall to provide a buffer between the public and office staff. In person absentee voting is occurring right now and will continue until April 3, 2020. City Hall is still planning to run an in-person election on April 7th unless ordered by the Governor or a court not to.
- c. Resolution 2020-1-
Motion to approve by *Weideman/Faber. Unanimous*
- d. Holding Future Meetings Remotely-
The Mayor's proclamation of a state of emergency and the City's Council's passage of Resolution 2020-1 allow for the City to hold public meetings electronically. The Attorney General issued an opinion that electronic public meeting comply with open meetings laws as long as the public is given the opportunity to call in. Administrator Grady found a couple of options and recommended gotomeeting as the simplest option. Motion to approve using gotomeeting at \$14/month by *Rachu/Faber. Unanimous.*
- e. Future Actions and Possible Closure of City Services
With so many variables and unknowns existing such as, the possibility of the City being forced to shut down by the state or county, the City Council being unable to meet, one or more departments being forced to quarantine, etc. it was felt that there needs to be some contingency planning in case of an emergency. The current state of emergency allows the mayor to execute all functions to keep the city operating.

The Council decided to trust the Mayor to make sure that City operations can continue. In the event, a city employee is forced to take time off due to COVID-19 (either a positive test or order from health officials) the city will continue to pay the employee(s) and not charge PTO. Those expenses will be submitted to FEMA for reimbursement. The City Council recognizes that the situation changes on a daily and, sometimes, hourly basis.

Fire Department – Alder Weideman summarized the events of the last Central Fire Commission. Regarding the insurance for the Abbotsford Fire Station, Larry Oehmichen stated that there were three choices: the Fire Department could not pay the pay, the City could change everything completely, or the City could withdraw from the agreement in 2 years.

Alder Weideman and Administrator Grady will go over the agreement. Mr. Weideman also stated that it seems that the City was misled about the need for a new fire truck. Supposedly, the district will be able to keep using the current trucks as long as they meet DOT guidelines.

Public Works Update – Public Works Director Stuttgart stated that our bids have not gotten out. We are waiting on the DOT to approve our grant and we are waiting on CN to decide whether we can build the rail crossing on Opportunity Drive or do they have to do it.

Mr. Soto stated that recently there seemed to be a large amount of heavy traffic on 6th Street. Public Works Director Stuttgart said that yes there were. As a result, 6th Street is on the list to get resurfaced.

Water/Waste Water Update – Water/Waste Water Supervisor Soyk informed the Council that the SCADA for well #14 went out. This is one of the City's better wells. Mayor Voss and Administrator Grady approved the \$4,000 repair. In addition, Water/Waste Water Supervisor Soyk is getting quotes to have the water tower inspected. This is required every 5 years. In addition Water/Waste Water Supervisor Soyk is getting quotes on GIS mapping of the city water lines. The current system is old and not working well.

Clark County Economic Development Dues – With so many new members, the City Council asked Administrator Grady to extend an invitation to Sheila Nyberg to explain the purpose of the Clark County Economic Development Corporation and how it has helped Abbotsford. One of the May meetings was suggested, assuming that the COVID-19 emergency is over.

Liquor License - Supermarket La Central – Administrator Grady explained that this was the new Mexican restaurant opening on Main Street. This is also the last liquor license

available in the city until after the census. Mr. Soto pointed out that the wrong County was out on the application. Motion approve the liquor license with the county change by *Rachu/Huther. Unanimous.*

Discussion: Sewer Rates – Some information was given to the City Council. The Council was asked to think about a solution once the public emergency is over,

Closed Session Pursuant to 19.85(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.- TIF Properties

Motion to go into closed session by *Weix/Rachu. Roll Call Vote. Rachu - yes, Weix- yes, Soto - yes, Huther- yes, Faber - yes, Weideman - yes, Kramer – yes*

Motion to go into open session by *Weix/Rachu. Roll Call Vote. Rachu - yes, Weix- yes, Soto - yes, Huther- yes, Faber - yes, Weideman - yes, Kramer – yes*

Items for Future Agendas – Calling into meetings

Next Meetings: April 6, 2020, City Council April 21, 2020

Motion to Adjourn by *Huther/Weix The City Council Adjourned at 7:10PM.*

Minutes from the City of Abbotsford Planning Committee meeting March 4, 2020 in the Abbotsford City Hall City Council Room.

Chair Weideman called the meeting to order at 5:00 pm

Roll Call: Chair Weideman, Mayor Voss, Superintendent Baker, and Jakel

Others Present: Administrator Grady, Public Works Director Stuttgen, Brandon Mueller, Kevin O'Brien – Tribune Phonograph.

Pledge of Allegiance -held

Establish Order of the Day – No changes

Public Comments – None

Discuss/Recommend Minimum Increment and/or Criteria Required to Acquire Land in the New Industrial Park – Administrator Grady and Public Works Director asked the Commission to set a minimum criteria or increment to sell a piece of property. The reasoning being that as each year passes the City's ability to recoup expenses incurred lessens. Administrator Grady and Public Works Director needed a basis point to begin negotiations with potential businesses.

The committee discussed the matter and decided to take each situation on a case by case base. Motion to take each situation on a case by case basis by *Jakel/Baker*. *Unanimous*.

Discuss/Recommend Proposal by Abbotsford Appliance to Acquire Land in the New Industrial Park – Brandon Mueller told the Commission that he wanted purchase two acres of land in the NE corner of the new industrial park to build a new appliance store and storage units. Mr. Mueller presented his building plans.

Administrator Grady and Public Works Director presented information for the City Assessor that stated Mr. Mueller's new business would be assessed between \$385,000-\$435,000 plus the value of the land. The storage units would assessed at \$28.sq/ft. Administrator Grady and Public Works Director also stated that the minimum assessment that the city needed to make it work financially for the City is \$250,000.

Administrator Grady and Public Works Director also stated that the exact location for Mr. Mueller could not be given right now; that the City had to wait for the storm water study, wetland delineation, and surveying for Opportunity Drive to be completed before mapping out Mr. Mueller's 2 acres. In addition, City staff wanted to ensure that another business could move into the business park at a later date without having to do more construction.

The Commission discussed the various specifics of Mr. Mueller's proposal and asked questions regarding the frame that all of the work should be completed. *Baker/Jakel* moved to approve giving Abbotsford Appliance land in the new industrial park under the following conditions:

- Construction must begin no later than August 2022
- Construction must finish no later than August 2023

- The City will provide Abbotsford Appliance ~2 acres of land in the NE corner of the business park at a cost of \$1/acre.
- The actual dimensions will be determined after a storm water survey, wetlands delineation, and survey is conducted for the extension of Opportunity Drive
- Abbotsford Appliance agreed to pay a minimum assessed value of \$125,000 per acre. That is a minimum. If the actual assessed value comes in higher the higher rate will be paid.
- The City agrees to pay all legal fees, surveying expense and Certified Survey Map expenses. If Abbotsford Appliance pulls out of the deal then Abbotsford Appliance will pay ½ the cost.
- Abbotsford Appliance has the right to terminate the agreement and return the land to the city.
- If Abbotsford Appliance does not build then the land is returned to the City.

Motion approved unanimously.

Motion to adjourn by Baker/Jakel. Unanimous.

The Plan Commission adjourned at 5:30PM.

Minutes from the City of Abbotsford Planning Committee meeting March 16, 2020 in the Abbotsford City Hall City Council Room.

Chair Weideman called the meeting to order at 3:30 pm

Roll Call: Chair Weideman, Mayor Voss, Superintendent Baker, Christensen and Jakel (arrived at 3:40)

Others Present: Administrator Grady, Public Works Director Stuttgen,

Pledge of Allegiance -held

Establish Order of the Day – No changes

Public Comments – None

Approve/Disapprove Minutes from March 4, 2020 – Motion to approve by *Baker/Christensen*. *Unanimous*.

Closed Session Pursuant to 19.85(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.- TIF Property

Motion to go into closed session by *Voss/Baker*. *Roll Call* – *Weideman* – yes, *Voss*, yes, *Baker* – yes, *Christensen* – yes, *Jakel* – yes.

Motion to go into open session by *Christensen/Jakel*. *Roll Call* – *Weideman* – yes, *Voss*, yes, *Baker* – yes, *Christensen* – yes, *Jakel* – yes.

Closed Session Pursuant to 19.85(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.- TIF Property

Motion to go into closed session by *Voss/Baker*. *Roll Call* – *Weideman* – yes, *Voss*, yes, *Baker* – yes, *Christensen* – yes, *Jakel* – yes.

Motion to go adjourn made while in closed session by *Baker/Voss*.

The Plan Commission adjourned at 4:42 PM.

Next Meeting: March 30, 2020 at 5:00 PM.



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

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

FEE \$ _____ ? Application Date: _____
 Town Village City of ABBOTSFORD WIS. County of Clark

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

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

at the premises described below during a special event beginning Aug 7-2020 and ending Aug 9 2020 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name ABBOTSFORD FIRST CITY DAYS / ABBY-Cobby Chamber- / Dean & Brenda Wiese
 (b) Address Red Arrow Park west Hemlock / 100 W. Spruce st / 416 N. 1st. street
(Street) Town Village City

(c) Date organized 15 years Ago - 2006 ?
 (d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:
 President Chairman - Brenda Wiese [Redacted]
 Vice President Co Chairmen Dean Wiese [Redacted]
 Secretary (office coordinator) Michelle Albrecht P.O Box 418
 Treasurer (ABBY-COBBY Chamber) 100 W. Spruce street ABBOTSFORD WI.

(g) Name and address of manager or person in charge of affair: Brenda & Dean Wiese
416 N 1st. street ABBOTSFORD WISCONSIN 54405

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

- (a) Street number Red Arrow Park - Hemlock & 4th AVE west to 5th AVE
- (b) Lot _____ Block Between 4th Ave & 5th AVE South Side
- (c) Do premises occupy all or part of building? All (of the street in the PARK)
- (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

- (a) List name of the event ABBOTSFORD FIRST CITY DAYS
- (b) Dates of event August 7th, 8th & 9th of 2020

DECLARATION

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

15th Annual
ABBOTSFORD First City Days Aug 7-8-9-2020
(Name of Organization)

Officer [Redacted] 8/26/2020 Chairman Officer [Redacted] 8/26/2020 Chamber office Coordinator
(Signature/date) (Signature/date)
 Officer [Redacted] 8/26/2020 Co Chairman Officer _____
(Signature/date) (Signature/date)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

PETITION FOR STREET USE PERMIT

We, the undersigned residents of the ^{4 Hundred} ~~4~~ ^{To 5 Hundred} Block of Hem Lock and 3-4 hundred block of 4th AVE ^{Parking Lanes} ~~Hemlock to~~ ^{School Drive} in the City of Abbotsford. hereby consent to the closing of Hemlock & Parking Lanes ~~from Aug 7~~ to the Aug 9th, on Aug 7-9, 2010, for the purpose of ^{15th} Abby 1st City Days, and do hereby consent to the City of Abbotsford to grant a Street Use Permit for the use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use as the City of Abbotsford shall attach to the granting of the requested Street Use Permit. We further understand that the permit will not be granted for longer than twelve (12) hours on the date hereinabove specified, and agree to remove from the street prior to the end of said period all equipment, vehicles and other personal property placed or driven thereon during the event for which a permit is granted.

We designate Dean & Brenda Wiese as the responsible person or persons who shall apply for an application for a Street Use Permit.

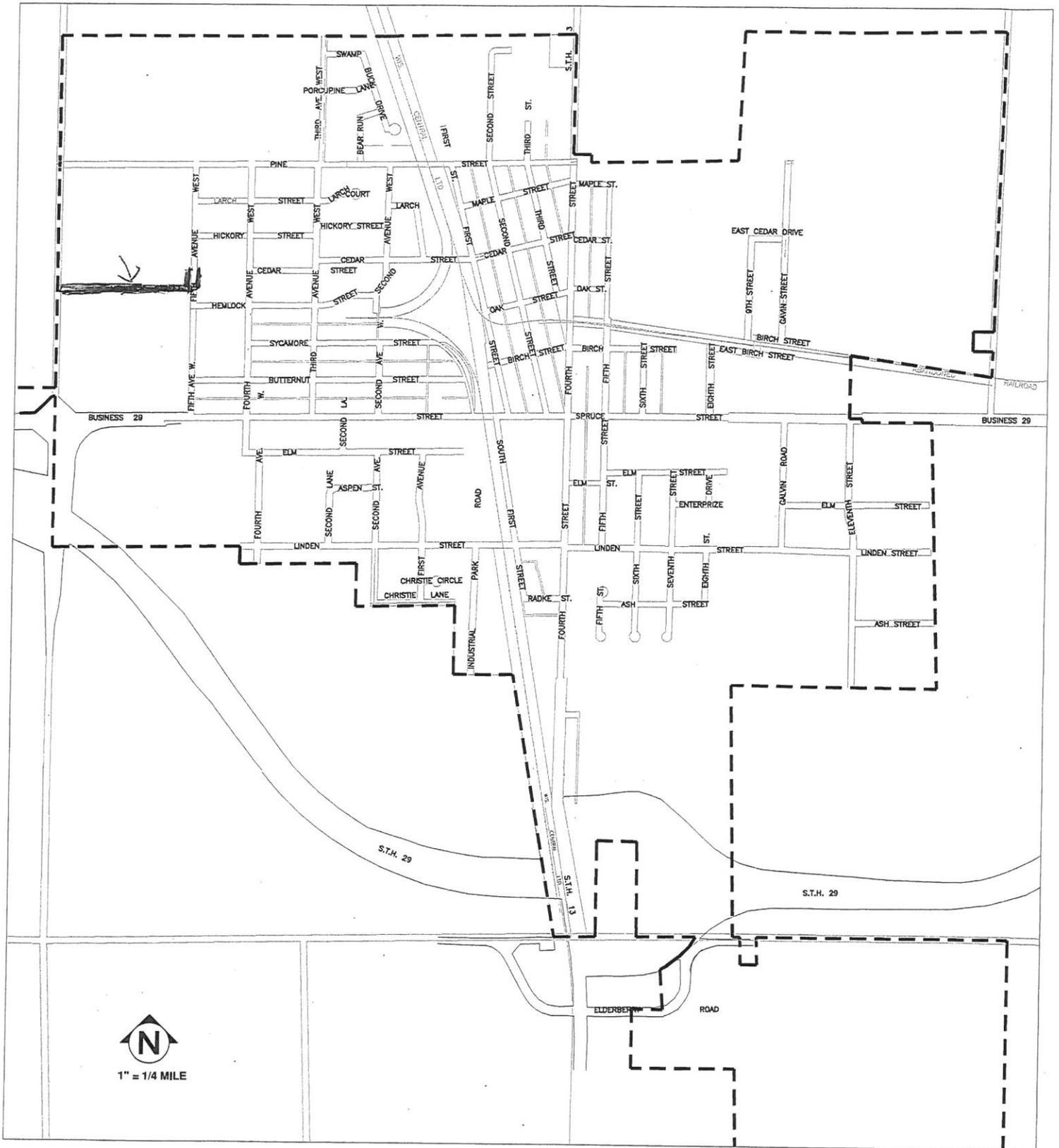
Cheryl Raxen - Abbotsford Sch. District

ALEJANDRO VAZQUEZ ^{505 W. HEMLOCK ST.}

Note Hemlock & Parking sides from South School Drive way on 4th To Hemlock int closed 4:00 PM TO MIDNIGHT. Friday Aug 7th
 Hemlock & Parking Sides from South School Drive way on 4th To Hemlock 9:00 AM - 7:00 PM SATURDAY Aug 8th

Hemlock 8:00 AM From 4th To 5th To 4:00 PM Sunday Aug 9th

Streets may Re open Earlier if possible & main Road of 4th Ave will Remain Open As in The past Nothing Has Changed



CITY OF ABBOTSFORD

STREET USE PERMIT REQUEST

Name: ^{(15th} ABBOTSFORD FIRST CITY DAYS)

Address: Hemlock & 4th AVE - Event Held at
Red Arrow PARK (E/O Dean - Brenda Wiese 416 N. 15th St
or Abby-Coiby Chamber 100 W. Spruce St.

Telephone Brenda Wiese - [REDACTED]
Dean Wiese - [REDACTED]
Abby-Coiby Chamber - [REDACTED]

Date of event: August 7th, 8th & 9th of 2020

Duration: August 7th (4:00 P.M. - 12:00 AM) / 8th & 9th of 2020 (9:00 AM - 7:00 PM) / 8:00 AM - 4:00 P.M.

Description of Street to be closed: Hemlock From 4th AVE - 5th AVE, & 4th Ave from South High School Driveway on 4th Ave Both East & West Parking Lanes To intersection of 4th & Hemlock main Road will be Open

Approximate number of people: Depends on weather, Total all weekend 6000 Plus or Min. ?
Hard To Tell

Purpose of request: To Have Tractor Pull Friday Nite, ATV Pull, Snowmobile Show, Car Cruise saterday, Church service Car Show - Pedel Pull Sunday

Signature: [REDACTED]

Co Chairman
Chairman

City of



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

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

Wisconsin's First City

Website: www.ci.abbottsford.wi.us

APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

Provisional License [checked] Fee \$15.00 City of Abbotsford - ABBOTSFORD FIRST CITY Days Aug 7-8-9-2020
Original License Fee \$25.00 PO Box 589
Renewal License Fee \$25.00 Abbotsford, WI 54405

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

Wiese Dean Robert
Last First MI Maiden Name

[Redacted address and phone number]
City State
Sex: MALE Race: WHITE

Social Security Number Business License will be used

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

[X] No Date of Conviction (If Any)
Nature of Offense

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

[Redacted signature area]

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF

[Redacted notary name]

NOTARY PUBLIC

MY COMMISSION EXPIRES



Klingbeil Lumber Co.
 1175 W Broadway Ave
 Medford, WI 54451
 715-748-4344

KLINGBEIL LUMBER CO

Doing it right costs less than doing it over!

Hwy 64 715 748-4344 Medford



QUOTE

2003-103219 R4 PAGE 1 OF 1

SOLD TO
CITY OF ABBOTSFORD P.O. BOX 589 ABBOTSFORD WI 54405

JOB ADDRESS
CITY OF ABBOTSFORD P.O. BOX 589 ABBOTSFORD WI 54405 715-223-3444

ACCOUNT	JOB
1406	0
CREATED ON	03/05/2020
EXPIRES ON	03/20/2020
BRANCH	1000
CUSTOMER PO#	
STATION	K2
CASHIER	AG
SALESPERSON	
ORDER ENTRY	AG
MODIFIED BY	AG

Item	Description	D	Quantity	U/M	Price	Per	Amount
991132	Gravely Pro Turn 152	20	1	EACH	8849.0000	EACH	7079.20
76	Operator Controlled Chute Baffle	N	1	EACH	149.9500	EACH	149.95
76	Trailer Hitch	N	1	EACH	39.9500	EACH	39.95
76	EXmark trade in	N	-1	EACH	2800.0000	EACH	-2800.00
NOTE	Commercial Grade		1	1000		1000	
	Warranty/5 Year/1000hour commercial/ no hour limit first 2 years						
	Deck shell and frame limited lifetime						
	52" deck						
	Engine-23Hp Kohler						
	Has high back suspension seat						
	10 mph top speed						
	10 gallon fuel capacity						

This is a quote, Klingbeil Lumber assumes no responsibility for accuracy of materials and quantities. The customers own independent determination of materials and quantities required. This document is not a contract. Minimum 25% restock on special orders	100 0.00%	Subtotal	4,469.10
		Sales Tax	0.00
		Total	4,469.10

Buyer:



Klingbeil Lumber Co.
 1175 W Broadway Ave
 Medford, WI 54451
 715-748-4344

KLINGBEIL LUMBER CO

Doing it right costs less than doing it over!

Hwy 64 **715 748-4344** Medford



QUOTE

2003-103225 R6 PAGE 1 OF 1

SOLD TO
CITY OF ABBOTSFORD P.O. BOX 589 ABBOTSFORD WI 54405

JOB ADDRESS
CITY OF ABBOTSFORD P.O. BOX 589 ABBOTSFORD WI 54405 715-223-3444

ACCOUNT	JOB
1406	0
CREATED ON	03/05/2020
EXPIRES ON	03/20/2020
BRANCH	1000
CUSTOMER PO#	
STATION	K2
CASHIER	AG
SALESPERSON	
ORDER ENTRY	AG
MODIFIED BY	AG

Item	Description	D	Quantity	U/M	Price	Per	Amount
992268	Pro Turn 252	20	1	EACH	11341.0000	EACH	9072.80
76	Operator Controlled Chute Baffle	N	1	EACH	149.9500	EACH	149.95
76	Trailer Hitch	N	1	EACH	39.9500	EACH	39.95
76	EX MARK TRADE IN	N	-1	EACH	2800.0000	EACH	-2800.00
NOTE	Commercial Grade			1000		1000	
	Warranty 5 YEAR/1250HR Commercial/No hour limit the first 2 years						
	Deck shell and frame limited lifetime warranty						
	Engine-27hp Kawasaki						
	52" Deck						
	Has high back suspension seat with padded armrests						
	13 Mph top speed						
	13.4 gallon fuel capacity						

This is a quote, Klingbeil Lumber assumes no responsibility for accuracy of materials and quantities. The customers own independent determination of materials and quantities required. This document is not a contract. Minimum 25% restock on special orders	100 0.00%	Subtotal	6,462.70
		Sales Tax	0.00
		Total	6,462.70

Buyer:

11/01/2019

City of Abbotsford
Attn: Craig Stuttgen
P.O. Box 589
203 N. First Street
Abbotsford, WI 54405

Craig,
Please review the following quote for the described Exmark zero-turn riding mower:

1) 2020 Exmark Lazer Z-E 52" LZE751GKA524A2 FX751V Kawasaki Carbureted Air Cooled Twin 52" Ultra-cut Series 4 Deck, Suspension Seat with Operator Controlled Discharge & Hitch Installed	\$8,975.00
-1) 2016 Exmark Lazer Z-E 52 LZE732GKC524A2 52" Commercial Zero Turn Mower with 1050+/- hours	<u>-\$1,400.00</u>
Total Price	\$7,575.00

At Fourmens, our commitment to you as a municipal cutter remains our top priority. We offer a "Zero Down Time" policy that includes 7 day a week service, pick up and delivery, and a commercial loaner unit to keep you going in the event of a break down. Together, with Exmark, we look forward to serving your needs into the future.

Thank You,

Matthew Damm
Commercial Sales Manager
Fourmens Farm Home
715.748.2573



BILLS
SERVICE CENTER
P O Box 122 Stratford WI 54484 715-687-3128

Sales Contract

CITY OF ABBOTSFORD

Date 03/09/2020

230 N FIRST PO BX 589
ABBOTSFORD, WI 54405
H W

Order No.
Salesman Bill Dahlke

C 715-613-9444

By making a NON-REFUNDABLE DEPOSIT I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Model Name	Price(Incl factory options)
New	2020	TORO	72932	24.5 KAWASAKI 52	3000 GROUNDMASTER	\$8,760.00

Parts and Accessories	Price	Qty	Ext Price	Manufacturer Retail Price	
KIT,HITCH	\$89.99	1	\$89.99	Factory Installed Options	\$12,026.00
CHUTE GATE KIT W / BAG	\$319.99	1	\$319.99	DLR Parts & Accessories	\$0.00
				Freight	\$409.98
				Dealer Prep	\$0.00
				Installation Fee	\$0.00
				Service Contract 0 Months	\$0.00
				Rebates	\$0.00
				Less Dealer Discount	(\$3,266.00)
Cash Price					\$9,169.98
Trade Allowance					\$1,775.00
Payoff					\$0.00
Net Trade					\$1,775.00
Net Sale (Cash Price - Net Trade)					\$7,394.98
Sales Tax					\$0.00
Sub-Total with Tax					\$7,394.98
DNR					\$0.00
Credit Life & Dis					\$0.00
GAP					\$0.00
UCC Fee					\$0.00
Golden Ticket					\$0.00
Total Other Charges					\$0.00
Total (Total w/Tax+ Other Charges)					\$7,394.98
Cash Down Payment					\$0.00
Amount to Pay/Finance					\$7,394.98

Notes:

this unit a 5 year limited warranty , engine 3 years or 1200 hrs, battery one year ,belts and tires 90 days

Trade Information

2017 EXMARK LAZER Z E

Monthly Payment of \$7,394.98 For 1 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



BILLS
SERVICE CENTER
P O Box 122 Stratford WI 54484 715-687-3128

Sales Contract

CITY OF ABBOTSFORD

Date 03/05/2020

230 N FIRST PO BX 589
ABBOTSFORD, WI 54405

Order No.

Salesman Bill Dahlke

H W

C 715-613-9444

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New	2020	TORO	72932	24.5 KAWASAKI 52	3000 GROUNDSMASTER	\$8,760.00

Parts and Accessories	Price	Qty	Ext Price	Manufacturer Retail Price	
					\$12,026.00
				Factory Installed Options	\$0.00
				DLR Parts & Accessories	\$0.00
				Freight	\$0.00
				Dealer Prep	\$0.00
				Installation Fee	\$0.00
				Service Contract 0 Months	\$0.00
				Rebates	\$0.00
				Less Dealer Discount	(\$3,266.00)
				Cash Price	\$8,760.00
				Trade Allowance	\$1,775.00
				Payoff	\$0.00
				Net Trade	\$1,775.00
				Net Sale (Cash Price - Net Trade)	\$6,985.00
				Sales Tax	\$0.00
				Sub-Total with Tax	\$6,985.00
				DNR	\$0.00
				Credit Life & Dis	\$0.00
				GAP	\$0.00
				UCC Fee	\$0.00
				Golden Ticket	\$0.00
				Total Other Charges	\$0.00
				Total (Total w/Tax+ Other Charges)	\$6,985.00
				Cash Down Payment	\$0.00
				Amount to Pay/Finance	\$6,985.00

Notes:

Trade Information

2017 EXMARK LAZER Z E

Monthly Payment of \$6,985.00 For 1 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

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*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



The Toro Warranty

A Limited Warranty (see warranty periods below)

Landscape Contractor
Equipment (LCE)
Riding Product

The Toro Extended Warranty

¹ The Toro-engine warranty is extended 1 year, to 5 years, when the Toro Maintenance Kit is purchased at the same time of the machine purchase. Specific models only. See the product table below.

Summary Description

The Toro Company promises to repair the Toro Product below if defective in materials or workmanship for the period listed below.

The warranty applies only if you perform the routine maintenance specified in the *Operator's Manual*.

Toro makes no other express warranty. The engine manufacturer may provide its own engine warranty and special emission system warranty. If applicable, the documentation will be provided with your product.

Products and Warranty Periods

The following time periods apply from the original date of purchase:

Products	Warranty Period	
	Residential [*]	Commercial
GrandStand® Mowers		
· Unit	5 years or 1,200 hours ^{2, 3}	
· Engines	3 years	

Products		Warranty Period	
		Residential [*]	Commercial
Z Master® Series			
2000	Unit	4 years or 750 hours ²	
· Engines		4 years	
—Toro		3 years	
—Kawasaki		3 years	
3000	Unit	5 years or 1,200 hours ^{2, 3}	
· Engines		3 years	
5000	Unit	5 years or 1,200 hours ^{2, 3}	
· Engines		3 years	
6000	Unit	5 years or 1,400 hours ^{2, 3}	
· Engines		3 years	
7000	Unit	5 years or 1,200 hours ²	
· Engines		2 years	
7500	Unit	5 years or 2,000 hours ^{2, 3}	
· Engines		3 years	
96" Deck Transportation:		Up to 300 miles	
8000	Unit	2 years	
· Engines		3 years	

All Mowers	Warranty Period	
· Battery	90 days parts and labor	91-365 days parts only
· Belts and Tires	90 days	
· Attachments	1 year	

^{*}Residential purposes means purchased by an individual and used on the same lot as your home. Use at an institution, as a rental, or at more than one location is considered commercial use and the commercial warranty applies.

²Whichever occurs first.

³No hour limit on the first 2 years.

Instructions for Obtaining Warranty Service

If you think that your Toro Product contains a defect in materials or workmanship, follow this procedure:

- Contact your Toro Authorized Service Center to arrange service of the product. Visit <http://www.toro.com> and select WHERE TO BUY to locate a Toro service center in your area.
- Bring the product and your proof of purchase (sales receipt) to the service center location. The service center will diagnose the problem and determine if it is covered under warranty.
- For additional questions regarding warranty terms and conditions, you may contact Toro at:

The Toro Company
Customer Care Department, RLC Division
8111 Lyndale Avenue South
Bloomington, MN 55420-1196
Toll free at 888-384-9939 (U.S. and Canadian customers)

Owner Responsibilities

You must maintain your Lawn-Boy Product by following the maintenance procedures described in the *Operator's Manual*. Such routine maintenance, whether performed by a dealer or by you, is at your expense. Parts scheduled for replacement as required maintenance ("Maintenance Parts"), are warranted for the period of time up to the scheduled replacement time for that part. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items and Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This express warranty does not cover the following:

- Cost of regular maintenance or parts, such as fuel, lubricants, oil changes, cable/linkage adjustments, rotor blades (paddles), scraper blades, belts, spark plugs, light bulbs, or brake adjustments
- Components failing due to normal wear
- Any product or part that has been altered, misused, neglected, requires replacement or repair due to accidents or lack of proper maintenance
- Pickup and delivery charges
- Repairs or attempted repairs by anyone other than an Authorized Toro Service Center
- Failure to follow the fueling instructions and requirements (consult the *Operator's Manual* for details), such as:
 - Use of old fuel (more than 1 month old) or fuel which contains more than 10% ethanol or more than 15% MTBE
 - Failure to drain the fuel system prior to any period of non-use over 1 month
 - Improper fuel
- Repairs or adjustments due to the following:
 - Contaminants in the fuel system
 - Failure to perform the required maintenance and/or adjustments
 - Snowthrower auger/paddles striking an object
 - Improper starting procedures
- Product failures resulting from the use of modified or unapproved accessories or non-Toro parts.
- Failures caused by outside influence, including, but not limited to, weather; storage practices; contamination; or the use of unapproved coolants, lubricants, additives, or chemicals

General Conditions

All repairs covered by these warranties must be performed by an Authorized Toro Service Dealer using Toro approved replacement parts. Repair by an Authorized Toro Service Dealer is your sole remedy under this warranty.

The Toro Company is not liable for indirect, incidental, or consequential damages in connection with the use of the Toro Products covered by these warranties, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under these warranties.

All implied warranties, including merchantability and fitness for a particular purpose, are limited to the duration of the express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Countries Other than the United States or Canada

Customers who have purchased Toro products outside the United States or Canada should contact their Toro Authorized Service Center to obtain warranty policies for your country, province, or state. For additional questions regarding warranty terms and conditions, you may contact Toro Warranty Company.

Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Specifications

Note: Specifications and design are subject to change without notice.

Width

	48-inch Deck	52-inch Deck	60-inch Deck	72-inch Deck
Without the deck	116 cm (46 inches)	122 cm (48 inches)	135 cm (53 inches)	150 cm (59 inches)
Deflector up	137 cm (54 inches)	137 cm (54 inches)	157 cm (62 inches)	187 cm (74 inches)
Deflector down	161 cm (64 inches)	173 cm (68 inches)	192 cm (76 inches)	222 cm (88 inches)

Length

	48-inch Deck	52-inch Deck	60-inch Deck	72-inch Deck
Roll bar up	201 cm (79 inches)	201 cm (79 inches)	211 cm (83 inches)	219 cm (86 inches)
Roll bar down	206 cm (81 inches)	206 cm (81 inches)	215 cm (85 inches)	223 cm (88 inches)

Height

	48-inch Deck	52-inch Deck	60-inch Deck	72-inch Deck
Roll bar up	178 cm (70 inches)	178 cm (70 inches)	179 cm (71 inches)	179 cm (71 inches)
Roll bar down	118 cm (47 inches)	118 cm (47 inches)	119 cm (47 inches)	119 cm (47 inches)

Weight

Model	Weight
72949	495 kg (1,092 lb)
72950	541 kg (1,193 lb)
72952	475 kg (1,048 lb)
72959	588 kg (1,296 lb)
72932	565 kg (1,246 lb)
72936	589 kg (1,298 lb)
72949HD	492 kg (1,085 lb)

Attachments/Accessories

A selection of Toro approved attachments and accessories is available for use with the machine to enhance and expand its capabilities. Contact your Authorized Service Dealer or authorized Toro distributor or go to www.Toro.com for a list of all approved attachments and accessories.

To ensure optimum performance and continued safety certification of the machine, use only genuine Toro replacement parts and accessories. Replacement parts and accessories made by other manufacturers could be dangerous, and such use could void the product warranty.

[Gateway Home](#) [Product Reference](#) [Publication Search](#) [Master PartsViewer](#) [Service Library](#) [Ge](#)



THE TORO COMPANY Product Reference

Model #	Serial	Product Name
 72932	400000000 - 999999999	Z Master Commercial 3000 Series Riding Mo with 52in TURBO FORCE Side Discharge Mc
Attributes	Publications	Attachments
		Specifications
		Parts

Attachment List

Model/Part #	Description
107-1634	Leaf Bagging Enhancement Kit
108-4140	Anti-Scalp Kit, LH 400 and 500 Series w/TF Decks
109-9487	Hitch Kit
114-4713	HYPR-OIL 500 -QUART
114-4714	HYPR-OIL 500-GALLON
114-4715	HYPR-OIL 500-5 GALLON
115-4510	BIMINI FOLDING SHADE ASM
115-7470	G3 Roller Striping Kit, 48",52",60"
116-1154	KIT,FRPS LIGHT
117-0095	SEAT COVER W/ARM REST - Z MASTERS
117-3600	Operator-Controlled Discharge Chute Kit
127-6665	Jack Mount Kit, Zero-Turn-Radius Side-Discharge or Rear-Dis
127-6666	Jack Kit, Zero-Turn-Radius Side-Discharge or Rear-Discharge



THE TORO COMPANY Product Reference

115-4310	DIMINI FOLDING SHADE ASM
115-7470	G3 Roller Striping Kit, 48",52",60"
116-1154	KIT,FRPS LIGHT
117-0095	SEAT COVER W/ARM REST - Z MASTERS
117-3600	Operator-Controlled Discharge Chute Kit
127-6665	Jack Mount Kit, Zero-Turn-Radius Side-Discharge or Rear-Dis
127-6666	Jack Kit, Zero-Turn-Radius Side-Discharge or Rear-Discharge
135-7320	Worklight Kit
136-8993	SHOCK/SPRING ASM
137-9216	BUCKET MOUNT KIT- Z-MASTER
137-9769	TRIMMER MOUNT, Z-MASTER
139-6653	RECYCLER KIT-G3/GRANDSTAND, 52
140-1242	BLADE-FLOW, HIGH
140-4856	BLADE-18.00 MEDIUM FLOW
140-4857	BLADE-18.00 LOW FLOW
140-4858	BLADE-18.00 ATOMIC
140-4859	BLADE-18.00 RECYCLER
140-4882	6 PACK-BLADE, 18.00 HIGH FLOW
140-4883	6 PACK-BLADE, 18.00 MED FLOW
140-4884	6 PACK-BLADE, 18.00 LOW FLOW

Communities & Pages TORO Gateway lookup3.toro.com/itGateway/ogframe.cfm?z=pt_main.cfm

Price Digests | VIN... | STHL LOG IN | Grasshopper Dealer... | BOSSWeb | Log in | Register | MSN | Outlook, Off... | https://partner.thet... | https://www.search...

Gateway Home Product Reference Publication Search Master PartsViewer Service Library General Data

THE TORO COMPANY Product Reference

136-8993	SHOCK/SPRING ASM	
137-9216	BUCKET MOUNT KIT-Z-MASTER	
137-9769	TRIMMER MOUNT, Z-MASTER	
139-6653	RECYCLER KIT-G3/GRANDSTAND, 52	
140-1242	BLADE-FLOW, HIGH	
140-4856	BLADE-18.00 MEDIUM FLOW	
140-4857	BLADE-18.00 LOW FLOW	
140-4858	BLADE-18.00 ATOMIC	
140-4859	BLADE-18.00 RECYCLER	
140-4882	6 PACK-BLADE, 18.00 HIGH FLOW	
140-4883	6 PACK-BLADE, 18.00 MED FLOW	
140-4884	6 PACK-BLADE, 18.00 LOW FLOW	
140-4885	6 PACK-BLADE, 18.00 ATOMIC	
140-4886	6 PACK-BLADE, 18.00 RECYCLER	
140-4958	WEIGHT KIT, UNDER TOE BOARD	
490-7317	TORO RIDER OVER SEAT BAG	
490-7319	Toro Deluxe Z Cover	
490-7320	TORO RIDER ARM REST BAG	
75-6880	Spark Arrestor Screen	
78552	Blower and Drive Kit, 52in E-Z Vac for Z Master G3 Mower	
78562	48in and 52in E-Z Vac Twin Bagging System, Z Master G3 Mower	
78566	48in and 52in E-Z Vac DFS Collection System, Z Master G3 Mower	
99-4664	Filter Minder Gauge	
TC26	KIT, TRASH HOLDER	

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Back Alt+Left Arrow
 Forward Alt+Right Arrow
 Reload Ctrl+R
 Save as... Ctrl+S
 Print... Ctrl+P
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 Translate to English
 View page source Ctrl+U
 View frame source
 Reload frame
 Inspect Ctrl+Shift+I

maint 2002

Section III

Agreement for Maintenance Services

Provided by Associated Appraisal Consultants, Inc.

for

The City of Abbotsford for the assessment year of 2002

Dated this 1st day of September, 2001

Fee for services rendered:

Associated shall be paid the sum of:

NINE THOUSAND TWO HUNDRED DOLLARS

\$9,200.00

+ \$10.00 for each Personal Property Account

+ \$10.00 for each Mobile Home Account

Fee for services rendered for assessment year of 2003

Associated shall be paid the sum of:

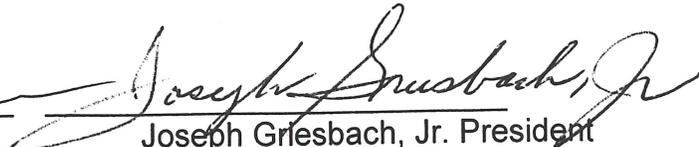
NINE THOUSAND TWO HUNDRED DOLLARS

\$9,200.00

+ \$10.00 for each Personal Property Account

+\$10.00 for each Mobile Home Account


Authorized Client Signature


Joseph Griesbach, Jr. President
Associated Appraisal Consultants, Inc.

10/1/01
Date

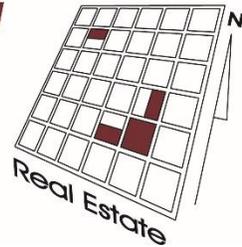
CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

Prepared for the
City of Abbotsford
Clark/Marathon County

By

***Associated Appraisal
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



**Appleton Office
W6237 Neubert Road
Appleton, WI 54913
Phone (920) 749-1995/Fax (920) 731-4158**

**P.O. Box 291
Greenville, WI 54942-0291**

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147

Ironwood, Michigan Office
Ironwood, MI 49938

Hurley Office
Iron County
Hurley, WI 54534

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **City of Abbotsford, Clark/Marathon County, State of Wisconsin**, a municipal corporation (hereafter referred to as “Municipality”) and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as “Assessor”).

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract.

INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over the term of the contract years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

A. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

B. PREPARATION OF RECORDS. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality’s computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

C. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including pictures of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual* or similar cost manual. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service or similar cost manual. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. **OPEN BOOK CONFERENCE.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

E. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including but not limited to: Municipal Assessment Report (MAR), and The Annual Assessment Report (AAR). Assessor shall follow the Uniform Standards of Professional Appraisal Practice

(USPAP) as required by the Wisconsin Property Assessment Manual; postage and mailing services are at the Municipality's expense.

F. BOARD OF REVIEW ATTENDANCE. Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this Contract. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). Any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

G. PERSONAL PROPERTY ASSESSMENTS. The Assessor shall prepare and distribute annual personal property statements to all businesses; postage and mailing services are at the Municipality's expense. Each year the Assessor will review statements and follow up with unfiled or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

H. PUBLIC REQUESTS. The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including sec. 70.35(3) Wis. Stats., regarding the personal property return, sec. 70.47(7)(af), Wis. Stats. regarding income and expense information provided to the assessor and board of review; and sec. 77.265, Wis. Stats., regarding the real estate transfer return.

I. AVAILABILITY. The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor time off. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four business days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend City meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

J. MUNICIPAL RECORDS. The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost.

K. MAPS. Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

II. GENERAL REQUIREMENTS

A. OATH OF OFFICE. As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the

Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City Assessor as per Wisconsin Statutes secs. 62.09 (1)(c) and 70.05(1) for the duration of this Contract and shall perform all statutory duties appertaining to such office. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties while acting within the scope of the Assessor's employment as an officer of the Municipality. As such, and except for those claims and liabilities based upon intentional acts of Assessor, Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Wisconsin Statutes secs. 74.35, 74.37 and circuit court claims, unless otherwise specified in this Contract.

B. QUALIFICATIONS AND CONDUCT OF PERSONNEL. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. INSURANCE AND INDEMNITY. The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

D. OWNERSHIP OF RECORD. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the Municipality requires a conversion of the electronic assessment records to a neutral file format, such as but not limited to a text file format or a tab delimited format, the Municipality shall pay the actual cost of such conversion.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2020, 2021, 2022 and 2023** assessment year(s). The Assessor shall have completed all work under this agreement on or before the fourth Monday in April or 45 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, any compensation not yet paid to the Assessor shall be paid based on a weighted scale relative to work completed to date.

C. **AUTOMATIC RENEWAL.** This Contract will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

- A. The Municipality shall pay the Assessor **Eleven Thousand Two Hundred Dollars (\$11,200.00)** for 2020, **Eleven Thousand Three Hundred Dollars (\$11,300.00)** for 2021, **Eleven Thousand Four Hundred Dollars (\$11,400.00)** for 2022 and **Eleven Thousand Two Hundred Dollars (\$11,500.00)** for 2023 assessment year(s) for maintenance assessment services through December 31, 2023.

- B. The compensation due the Assessor shall be paid in monthly installments throughout the 2020, 2021, 2022 and 2023 assessment year(s).
- C. The Municipality shall be billed annually **Ten Dollars (\$10.00)** for each personal property and monthly mobile home permit account and **Two Dollars (\$2.00)** for each building on leased land account. Invoicing for this service(s) will be sent in December each year.
- D. The Municipality shall not be billed for mileage or supplies unless otherwise specified in this Contract and/or addenda.
- E. Renewal Adjustments: A cost of living adjustment of not more than three percent (3.0%) will be applied on an annual basis for each year of automatic renewal after 2023.
- F. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.
- G. **Optional Website Posting:** The Municipality shall have the option to post assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 1,084 = \16.26) payable to a third-party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.
***** Please initial yes or no to post data to the website. *****
Yes _____ **No** _____

V. SIGNATURES



 Mark Brown
 President
 Associated Appraisal Consultants, Inc.

02/26/2020

 Date

 Authorized Signature
 City of Abbotsford

 Date