City of Abbotsford

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

ABBOTSFORD CITY COUNCIL

TO BE HELD Monday, April 4, 2022 at 6:00 P.M. AT THE ABBOTSFORD COUNCIL CHAMBER

- 1. Call the regular meeting to order
 - a. Meeting Posted According to State Statutes
 - b. Roll call
 - c. Pledge of Allegiance
- 2. Comments by the Mayor
- 3. Comments by the City Administrator
- 4. Comments by the Public- 2 Minute Time Limit
- 5. Minutes from the City Council Meeting held March 16, 2022 (pgs. 2-4)
 - a. Waive the reading and approve/disapprove the minutes
- 6. Fire Department Update
- 7. Library Update (pgs. 5-10)
- 8. Incidents, Training, Accidents
- 9. Approve/Disapprove Fireworks Display for the 4th of July (pgs. 11-13)
- 10. Discussion: Cell Tower Lease Proposal (pgs. 14-28)
- 11. Public Works Update (pgs. 29-38)
- 12. Approve/Disapprove Bid for Fencing in Schilling Park
- 13. MSA Update (pgs. 39-40)
- Approve/Disapprove MSA Professional Service Agreement for Cedar St. (pgs.41-48)
- 15. Water/Wastewater Update
- Approve/Disapprove Generator Maintenance Proposal for 2022-2024 (pg. 49)
- 17. Review Outdoor Recreation Plan (pgs.50-60)
- 18. Next Meeting-Tuesday, April 19, 2022 (Re-Org)
- 19. Future Agenda Items-No Action Will Be Taken
- 20. Adjourn

Abbotsford City Council Meeting Monday, April 4, 2022 6:00 PM Mon, Apr 4, 2022 6:00 PM - 9:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/944433581

You can also dial in using your phone.

United States: +1 (872) 240-3212

Access Code: 944-433-581

Minutes from the March 16, 2022, Abbotsford City Council Meeting in the Abbotsford City Hall Council Chambers.

Mayor Weix called the Meeting to Order at 6:00.

Meeting was Posted According to State Statutes

Roll Call: M. Rachu, Nixdorf, Diedrich, Huther, Zeiset, Weideman (6:02 PM), Espino

Absent: D. Rachu

Others Present: Administrator Soyk

Pledge of Allegiance – Held

Comments by the Mayor – Mayor Weix informed the council that his name is being used in emails as a scam. He stated that he does not use email so if anyone receives an email from him it is a scam. Administrator Soyk stated that the scammers are not using the mayor's email address, just his name. Mayor Weix stated that he talked to the auditors while they were here, and they informed him that they are comfortable with how city hall is working right now.

Comments by Interim Administrator- Administrator Soyk stated that he was contacted by J&M Display about fireworks for the 4th of July. They are having a hard time getting shipments of fireworks in and he recommended that the City of Abbotsford put in their order early. He also stated that the cost of fireworks went up approximately 25%. If the city puts in an order at least 90 days prior to the 4th of July, we will receive 23% in additional fireworks. Soyk stated that he will put this on the agenda for the next council meeting for approval.

Comments by the Public- None.

Minutes from the City Council Meeting held March 7, 2022- Motion to approve by Zeiset/Huther. Unanimous.

Incidents, Training, Accidents- Soyk stated that water utility operator Dylan Bloch passed both water exams he took, and water utility operator Justin Meyer is scheduled to take a wastewater exam tomorrow.

Approve/Disapprove having a White Goods Collection on Saturday, June 11, 2022- Alderman Weideman asked if this was only open to the citizens of Abbotsford. Administrator Soyk stated that it was open to the public so anyone can bring items to it. Motion to approve by *Huther/M. Rachu. Unanimous*.

Police Department Update (From Meeting Held 03/14/22)- Alderman M. Rachu stated they recommended purchasing a new squad car at the last police commission meeting. This was the cheapest option and the only vehicle currently available. The police commission held interviews for the open officer position. Once they run background checks on the candidates, they will have a recommendation for the council.

Approve/Disapprove Purchasing a New Squad Car (2021 Durango) in the Amount of \$35,851-Alderman M. Rachu stated that even though the squad car is a 2021 it is still a new vehicle. Alder Huther asked if the funds to purchase this vehicle was budgeted for in which the answer was yes. Alderman Zeiset asked if the squad car is already outfitted. Alder Diedrich stated it is a pursuit vehicle, but it is not outfitted. Alderman Weideman stated that it would cost approximately \$10,000 to fully outfit the vehicle. Motion to approve by *Huther/Diedrich. Unanimous*.

Public Works Update- Administrator Soyk stated the public works crew was working on cleaning the ice and snow off the roads. They also had a water service leak that they repaired.

Approve/Disapprove Contract for Town & Country Lawn & Landscape for 2022 & 2023-Administrator Soyk stated that there are two different contracts, one for the city and one for the cemetery. Soyk stated that the council has already approved the contract for the city, but Town and Country would like to add a fuel surcharge to the contract. Soyk stated that the contract for the cemetery does include the fuel surcharge. Alderman Zeiset stated that Town & Country has always been fair to the city, and he would like to revisit adding the fuel surcharge to the existing contract if fuel prices remain high. Motion to approve the Town & Country Lawn and Landscape contract for the cemetery in the amount of \$2,575 per month for the months of April-October plus fuel surcharges by Zeiset/M. Rachu. Unanimous.

Water/Wastewater Update- Water/Wastewater Manager Soyk stated that we are still having issues with the 3rd Avenue lift station pump plugging up with rags and mop-heads. He stated part of the issue might be a weak motor on the pump. He checked on purchasing a new motor and the lead time is 26 weeks out. He stated he will look into getting the motor rebuilt if it does not take too long. There are only two pumps in the lift station, and he does not feel comfortable only having one pump for a long period of time. The public works crew is working on getting a hoist setup on a truck to be able to pull the motor ourselves.

Current Bills- The city council reviewed the current bills. Mayor Weix stated he went through all the bills and signed the checks. Administrator Soyk stated that we had to make a payment towards a water loan and general obligation loan. Alderman Zeiset asked if the invoice for \$375.00 from Stratford Sign Company was to fix the electric sign. Soyk said it was to fix the electric sign. Soyk stated the voided checks were due to a printing error. Motion to approve the current bills by *Zeiset/Weideman. Unanimous*.

YTD Financials- Alderman Zeiset asked if the YTD financials include through the end of March. Soyk stated that the YTD financials are from January 1, 2022, through March 14, 2022. Soyk stated that the current bills that were just approved are included in the YTD financials. Alderman Zeiset asked if there will be any new invoices after this time period. Soyk stated that there will be new invoices between now and the end of March. Alderman Zeiset that we have already spent 23% of the general fund which is ahead of schedule. Administrator Soyk stated that a large portion of that is the debt payment that was already made this year.

City Bank Account Balances- The city council reviewed the bank account balances. Administrator Soyk stated that the auditor told him the water savings account is a combined pooled cash account. The auditor suggested to transfer the amount currently in the water savings account to the treasurer's checking account and create a new account for water savings. Alderman Weideman asked if this would change the ability for the general fund to borrow from the water department. Soyk stated this would not affect the ability to borrow from the water department. Soyk stated he would eventually like to combine the two treasurer's account into one. He said the reason we have two accounts is because a lot of the direct deposits from the state go into the old treasurer's account. Alderman M. Rachu asked what the nursing home CD was. Mayor Weix stated that the city used to own the nursing home and he believes this is leftover funds from selling the nursing home. Alderman Weideman stated that the city decided many years ago that the funds from the nursing home should be spent to improve the city. Alderman M. Rachu said we should look into consolidating some of these accounts. Soyk stated he would look back at old council meeting minutes so see if there is anything regarding the nursing home CD.

Next Meetings: Monday, April 4, 2022 & Tuesday, April 19,2022 (Re-org)

Future Agenda Items-No Action Will Be Taken

Adjourn- Motion to adjourn by Nixdorf/Diedrich. The Abbotsford City Council adjourned at 6:22 PM.

ABBOTSFORD PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

www.abbotsfordpl.org

REGULAR MONTHLY MEETING: Meeting / March, 16, 2022 / 5:00 PM / Public Room

ATTENDEES:

Jochimsen (Library Director), Board: Giffin, Hinrichsen, Dukelow, Suttner, Archambo and Huther

Members absent: Bittner

Call to order: 5:01 pm

Reading of the minutes from previous meeting: Read and approved. Giffin/Suttner

Public Comment:

Old Business:

- Sharon Archambo approved by City Council to replace M. Braun on the Library Board of Trustees.
- Discuss changes to make for March or choose to maintain current hours/procedures. Maintain procedures.
- Author Visit in honor of National Library Week Virtual- Anne Davidson Keller (Madison), author of Empty Chairs
 @ Tuesday, April 5, 6:30 CDT.
 - Board advised not to focus on the virtual aspect of the event. Although the author will be virtual, she will
 be able to interact with a live library audience. Board feels that some patrons see the word virtual and
 assume that electronics are the only way to participate.
- Author Visit Virtual- Library Book Club Susan Meissner The Nature of Fragile Things @ Tuesday, April 12, 6:30
 CDT.

New Business:

- S. Espino, new Board Member/City Council Representative to be starting in April.
- Pizza Garden: M. Dukelow will plant 60 tomatoes for plant a pizza garden. Plant a Pizza Garden is scheduled for June 7th at 3pm.
- Discuss changes to make for April or choose to maintain current hours/procedures. Maintain procedures.
- Author Visit in honor of National Library Week Virtual- Anne Davidson Keller (Madison), author of Empty Chairs
 Tuesday, April 5, 6:30 CDT.
 - *Changed time: Wednesday, April 6th* to avoid conflict with voting.
- Author Visit Virtual- Library Book Club Susan Meissner The Nature of Fragile Things @ Tuesday, April 12, 6:30
 CDT.
- Director will start advertising that closure of Saturdays in the Summer.

Treasurer's Report:

12% of Budget Spent:

Bank Account Balances:

Feb 2022: Forward: \$42,210.50, Forward Retirement: \$600.20, Nicolet: \$44508.45 **Jan 2022:** Forward: \$40,576.05, Forward Retirement: \$450.16, Nicolet: \$44508.45 **Dec 2022:** Forward: \$40,572.60, Forward Retirement: \$450.13, Nicolet: \$44687.17

Circulation Report: Due to the standardization of check-out periods at the start of 2022 and the effects of Covid-19 on circulation, the circulation charts will focus on more recent circulation totals as comparing recent circulation totals to past would not be a reflection of similar circumstances.

Total Circulation: Feb.2022: 1592 Jan. 2022: 1594 Nov.2021: 1613 Dec. 2021: 1539

• Past Circ: Feb. 2021: 1275 Feb 2020: 2,134 Feb. 2019: 2,444 Feb 2018: 2,165 Feb. 2017: 2,383 Feb 2016: 2046 Feb 2015:2118 Feb 2014:1688

Circulation Break-down:

Books: 764, DVD: 213, Spoken Record: 48, Large Print: 31, Magazines: 48, Other: 10

Other Usage Report:

- Wireless Sessions: **Feb: 81** Jan: 266 Dec: 511 Nov: 447 Oct: 347 Sept: 358 Aug: 401 July: 402 June: 556 May: 415 April: 417 March: 442 Feb: 289
- Overdrive E-material Checkout: Feb: 181 Jan: 209 Dec: 168 Nov: 173 Oct: 143 Sept: 158 Aug: 157 July: 197 June: 172 May: 212 April: 225 March: 218 Feb: 221
- Website Visits: **Feb: 205** Jan: 266 Dec: 192 Nov: 192 Oct: 347 Sept: 210 Aug: 243 July: 186 June: 237 May: 270 April: 192 March: 220 Feb: 175

Public Computer Uses in Feb: 113 Jan: 102 Dec: 118 Nov: 142 Oct: 143 Sept: 125 Aug: 147 July: 50 June: 144 May: 116 April: 124 March: 147 Feb: 125

Monthly Reference: **Feb: 144** Jan: 106

Patron Count:

Feb: 759 Jan: 681 Dec.: 876 Nov: 650 Oct: 553 Sept:601 Aug: 552 July: 910 June: 742 May 2021: 555 April: 2021: 449

o Last Year: 372

Policy Review: Library Social Media (March): Policy reviewed. Suttner moved to approve/ Archambo seconded. Policy approved. Policy attached.

WVLS Report: Director joined Cooperative Circulation Committee as Clark County Representative.

Director Report:

- Last Month Program Count:
- Feb: Monthly Program total: 11 programs, 134 attendance
- Future/Current Programs Overview: (see newsletter)
 - o Highlights: Egg Hunt, Author visits

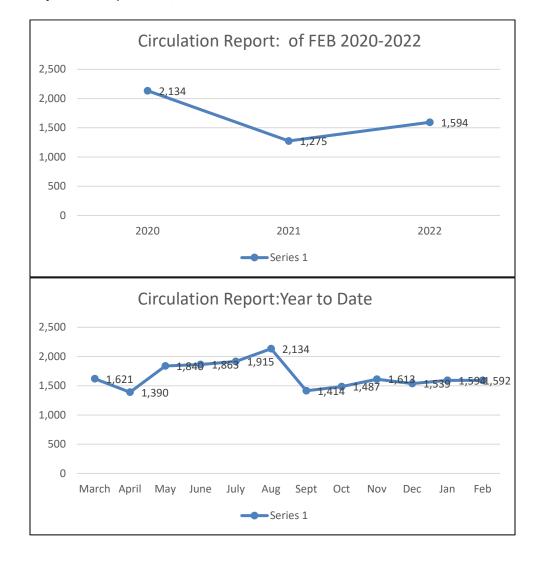
Staffing/Operating Issues

Director will start shopping for projector.

Next meeting:

Wed. April 20th at 5:00 pm.

Adjourn: 5:38 pm Giffin/Dukelow.



					Group Attending	Format:	If group	If recorded live, virtual		If self-directed,	
				Target Audience (Children	(program) or	In-person;	attending, then	event later posted for on-	- If pre-recorded,	then number of	
				(0-11); Young Adult (12-18);	Individual Participants	Live, virtual; or	number of	demand viewing, then	then number of	individual	
Date	√ 1 Time	Duration	Local Event Name	Other (all ages)	(self-directed activit	Pre-recorded	attendees	enter number of views 🔻	views	participants	~
2/11/2021	7pm-8:45pm	2 hours	Family Movie Night: Adams Family 2	General Interest	Group attending	In-person	14				
2/19/2022	6:30-8 pm	1 1/2 hour	Maple Syrup Author visit and instruction	Adults	Group attending	In-person	3				
2/4/2022	10:30 -11:15 am	45 min	Story Time	Children 0-5	Group attending	In-person	8				
2/11/2022	7-8 pm	1 hour	Book Club: American Dirt	Adults	Group attending	In-person	9				
2/11/2022	6pm-7pm	1 hour	Winter Luau	Children 6-11	Group attending	In-person	11				
2/14/2022	3pm-5pm	2 hours	Valentine's Day Perler Beads	Children 6-11	Group attending	In-person	3				
2/17/2022	6:30-8 pm	1 1/2 hour	Adult Craft: Felt Chicken Ornament	Adults	Group attending	In-person	13				
2/18/2022	10:30 -11:15 am	45 min	Story Time	Children 0-5	Group attending	In-person	9				
all month		all month	Activity Bags	Children 6-11	Individual participants	In-person					10
all month		all month	In House Craft: Chicken Valentine Card	Children 6-11	Individual participants	In-person					24
all month		all month	Blind Date with a Book	General Interest	Individual participants	In-person					30

Social Media Policy: Staff Use

Abbotsford Public Library (APL) uses social media to communicate, educate, and inform its public about library programs, materials, and initiatives serving and promoting lifelong learning. APL social platforms provide a public forum to facilitate the sharing of ideas, opinions and information about library-related subjects and issues. APL social platforms are intended to create a welcoming and inviting online space where library users will find useful and entertaining information and can interact with library staff and other library users.

The purpose of a social media policy for library staff is to ensure effective promotion of library services, resources, and events to the public, and to ensure a high standard of customer service on social media.

• Establishment and administration of social media accounts: Staff of the Abbotsford Public Library may establish social media accounts with the permission of the library director. For the purposes of this policy, "social media" refers to any online or mobile platform open to the public, including but not limited to Facebook, Twitter, Instagram, Yelp, LinkedIn, TikTok, etc.

The director may assign an employee or employees to manage social media accounts. The library may require a member of library staff or the APL board of trustees be added as account administrator in order to ensure continuity of access.

The library does not restrict the right of employees to use personal social media outside of work. However, employees must be aware that statements made on social media in accordance to their official duties may be viewed by others as library sponsored information or opinions.

• Update Schedule:

Social media accounts should be updated at least three times a week. Staff are encouraged to make use of post-scheduling options, which allow multiple days' worth of posts to be planned at once. All social media accounts should be kept active with regular posts and quick responses. Accounts that cannot be regularly updated should be suspended.

• Content of posts:

Posts should inform library users about services, resources, programs, events, promote library use, and encourage dialogue between users and library representatives. Social media posts, as with all library media releases, should be positive in tone and should reflect the values and viewpoint of the library rather than personal opinions.

Language for social media posts should be conversational and light in tone (though still professional).

Double check posts for accuracy and spelling before posting.

Reposting content from other sources is permissible. Consider the source when doing so; avoid endorsements of political or social positions, etc. If in doubt ask the Library Director.

Add graphics or images to posts whenever possible, be mindful of copyright material.

• Content Length of posts:

The idea post length is 50 characters or fewer.

For teasers, announcements, or to share fun or interesting moments at your library, keep your videos to less than 60 seconds.

For storytelling and livestreaming, create videos that last three minutes or longer.

• Responding to users:

Library staff is available to respond to comments and questions Monday through Saturday, during library open hours.

Respond to messages and/or posts in a timely manner.

Maintain a professional tone when responding to patrons.

Negative comments or complaints should not be deleted. Instead, engage with the patron as we would with any other complaint, preferably by moving the discussion to a private venue. For example:

• Thank you for telling us about your experience in the library. We want to address your concern -- please check your direct messages.

Complaints and negative posts may be deleted if they are harassing, obscene, personally name staff members, or meet the other criteria that goes against the library's standard of behavior policy. If you delete a post, still send a direct message to the poster explaining why. For example:

- Thank you for telling us about your experience in the library. We removed your post because it contained language that violates our social media policy. However, we would like to address your concern.
- Third-party posts: The library is not responsible for the content of posts made by third parties, including customers, reviewers, advertisers, etc. Public posts by third parties do not reflect the positions of the library or its employees.

The library reserves the right to delete public posts or comments if they include spam or advertisements, hateful or harassing speech, obscenity, personal disparagement or defamation, or any other comment that violates the library's code of conduct. For more information please review Social Media Policy: Patron Use.

Complaints or negative comments should not be deleted, but should be engaged like any other patron complaint. Staff may move the discussion to a private venue such as chat or messaging.

Approved 3/16/2011



ABBOTSFORD PUBLIC LIBRARY EVENTS

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



IN HOUSE YOUTH CRAFT!: Start of month until supplies run out. Easter Egg Ornament.

NATIONAL LIBRARY WEEK AUTHOR VISIT: Wednesday, April 6th, 6:30 pm. Come discuss the book *Empty Chairs* with Wisconsin author, Anne Keller. There will be copies of the book at the library available for check out. A heartwarming story of a family struggling to stay together through many hardships and changes.

PTO BOOKSALE: Friday, April 8th at 8:00 am to 7:00pm and Saturday, April 9th, 8:00am to 5:00pm. **All Ages**

PRE-EASTER EGG HUNT: Friday, April 8th at 6:30pm. The library will hide Easter eggs in the library for children ages 12 and under. Each child will be limited to set number of eggs determined by the number of children at the event. Family Movie to follow at 7:00 pm. Watching Sing 2.

FAMILY MOVIE: Friday, April 8th at 7:00 pm. Watching, The Sing 2. COVID -19 RULES: Pre-registration Required. Limit 8 groups. Children Must be accompanied by an adult who stays for the movie. Library will set up room to accommodate social distancing. Attendees will wash hands on entry. Doors open at 6:30 pm and lock at 7:00pm. Snacks from home are allowed. All Ages

WILD COOKIES BOOKCLUB AND AUTHOR TALK: Tuesday, April 12th at 6:30 pm. Discussing *The Nature of Fragile Things* by Susan Meissner. The fates of three women intertwine on the eve of the devastating 1906 earthquake. Ask the librarian for a copy of the book to check-out. The author will zoom chat with the group at the meeting. Adult EASTER/SPRING PERLER BEADS: Thursday, April 14th from 3-5

pm. All Ages

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<u>ADULT CRAFT NIGHT</u>: Thursday, April 21st at 6:30 pm. Decoupage Terracotta Pots. No cost, goodwill donation appreciated. **Registration Required. 16 or older, 12 and older if with an Adult.**



J&M Displays Proposal for: City of Abbotsford

Main Event

Quantity Name		Rising Effect	Price	Total
100S FA	N SHAPED CAKE - Assorted effects and colors Z shap		\$298.60	\$298.6
ategory Shell Co	ount: 100			\$298.6
.5 Inch Col	or Shells			
Quantity Name		Rising Effect	Price	Total
Asst Z o	10 triples (30 shells) of J&M Brand shells HAND FIRE		\$250.00	\$250.0
Category Shell Co	ount: 30			\$250.0
Inch Salut	es			
Quantity Name		Rising Effect	Price	Total
0 Titanium	salute	Silver tail	\$10.85	\$108.5
Category Shell Co	ount: 10			\$108.5
3 Inch Colo	r Shells			
Quantity Name		Rising Effect	Price	Total
	f 20 (5 report &15 color) Patriotic shells (HAND FIRE)	mixed tails	\$229.00	\$229.0
	f 20 (5 report& 15 color) J&M Brand shells (HAND FIRE) f 20 different J&M shells (HAND FIRE)	mixed tails	\$229.00 \$230.00	\$229.0 \$230.0
	20 different J&M shells (HAND FIRE)	mixed tails	\$230.00	\$230.0
	sunt 90			\$918.0
Category Shell Co	ount. 60			Ψ310.0
				ψ910.0
Category Shell Co 3 Inch Spec Quantity Name	ial Effect Shells	Rising Effect	Price	Total
B Inch Spec Quantity Name Red and	ial Effect Shells blue with artillery (cylinder)	Rising Effect	Price \$48.55	Total
B Inch Spec Quantity Name Red and	ial Effect Shells	Rising Effect	AND THE STATE OF T	Total \$48.55
3 Inch Spec Quantity Name	blue with artillery (cylinder) blue with whistles (cylinder)	Rising Effect	\$48.55	
B Inch Spec Quantity Name Red and Red and Category Shell Co	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2	Rising Effect	\$48.55	Total \$48.55 \$48.55
3 Inch Spec Quantity Name Red and Red and	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2	Rising Effect Rising Effect	\$48.55	Total \$48.55 \$48.55
B Inch Spec Quantity Name Red and Red and Category Shell Co	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2		\$48.55 \$48.55	Total \$48.55 \$48.55 \$97.10 Total \$420.0
B Inch Spec Quantity Name Red and Red and Category Shell Co	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2 r Shells 1 20 different J&M Brand Shells (HAND FIRE) f 20 diff Patriotic J&M Brand shells (HAND FIRE)	Rising Effect mixed tails	\$48.55 \$48.55 Price \$420.00	Total \$48.55 \$48.55 \$97.10
B Inch Spec Quantity Name Red and Red and Category Shell Co Inch Colo Quantity Name Asst To Asst V o Category Shell Co	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2 r Shells 1 20 different J&M Brand Shells (HAND FIRE) 1 20 diff Patriotic J&M Brand shells (HAND FIRE) bunt: 40	Rising Effect mixed tails	\$48.55 \$48.55 Price \$420.00	Total \$48.55 \$48.55 \$97.10 Total \$420.0 \$420.0
3 Inch Spec Quantity Name I Red and Red and Category Shell Co	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2 r Shells 1 20 different J&M Brand Shells (HAND FIRE) 1 20 diff Patriotic J&M Brand shells (HAND FIRE) bunt: 40	Rising Effect mixed tails	\$48.55 \$48.55 Price \$420.00	Total \$48.55 \$48.55 \$97.10 Total \$420.0 \$420.0
B Inch Spec Quantity Name Red and Red and Category Shell Co Inch Colo Quantity Name Asst To Asst V o Category Shell Co Section Shell Co	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2 r Shells f 20 different J&M Brand Shells (HAND FIRE) f 20 diff Patriotic J&M Brand shells (HAND FIRE) bunt: 40 unt: 262	Rising Effect mixed tails mixed tails	\$48.55 \$48.55 Price \$420.00	Total \$48.55 \$48.55 \$97.10 Total \$420.0 \$420.0
3 Inch Spec Quantity Name Red and Red and Category Shell Co 4 Inch Colo Quantity Name Asst To Asst Vo Category Shell Co	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2 r Shells f 20 different J&M Brand Shells (HAND FIRE) f 20 diff Patriotic J&M Brand shells (HAND FIRE) bunt: 40 unt: 262	Rising Effect mixed tails mixed tails	\$48.55 \$48.55 Price \$420.00	Total \$48.55 \$48.55 \$97.10 Total \$420.0 \$420.0
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3 Inch Spec Quantity Name 1 Red and 1 Red and Category Shell Co 4 Inch Colo Quantity Name 1 Asst T o 1 Asst V o Category Shell Co Section Shell Co 2.5 Inch Fin Quantity Name 2 Blue pec 2 Red pec	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2 r Shells f 20 different J&M Brand Shells (HAND FIRE) f 20 diff Patriotic J&M Brand shells (HAND FIRE) bunt: 40 unt: 262 ales any 10 Shot finale chain ny 10 Shot finale chain	Rising Effect mixed tails mixed tails Finales	\$48.55 \$48.55 Price \$420.00 \$420.00 Price \$96.45 \$96.45	Total \$48.55 \$48.55 \$97.10 Total \$420.0 \$440.0 Total \$192.9
A section Shell Control of Contro	blue with artillery (cylinder) blue with whistles (cylinder) bunt: 2 r Shells f 20 different J&M Brand Shells (HAND FIRE) f 20 diff Patriotic J&M Brand shells (HAND FIRE) bunt: 40 unt: 262 ales ony 10 Shot finale chain ny 10 Shot finale chain ony 10 Shot finale chain	Rising Effect mixed tails mixed tails Finales	\$48.55 \$48.55 Price \$420.00 \$420.00	Total \$48.55 \$48.55 \$97.10 Total \$420.0 \$840.0

Proposal #: 9351 Designed on: 2021-03-01 20:03:10 Printed on: Mon Mar 1 14:03:22 2021 Page: 1 of 3



J&M Displays Proposal for: City of Abbotsford

Miscellaneous

Quan	tity Name	Rising Effect	Price	Total
6	Fireworks port fire 30 minute Spikeless Waxed		\$0.01	\$0.06
Categ	gory Shell Count: 0			\$0.06
Secti	on Shell Count: 0			
	8% F	ree for Early Payment		
Mul	ti-shell Barrage Units			
Quan	tity Name	Rising Effect	Price	Total
1	Report with color w/ silver tail 100 shot		\$130.95	\$130.95
Cate	gory Shell Count: 100			\$130.95
3 ln	ch Color Shells			

Ignition Items

Quantity Name		Rising Effect	Price	Total
1	Blue to crackling		\$22.30	\$22.30
1	Nishiki kamuro niagara falls		\$22.30	\$22.30
1	Red to crackling		\$22.30	\$22.30
1	Silver palm tree with big silver tail		\$22.30	\$22.30
1	White to crackling		\$22.30	\$22.30
Cate	gory Shell Count: 5			\$242.45

Section Shell Count: 105

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity Name		Rising Effect	Price	Total
1	Brocade Crown Color Bouquet Rain Bouquet 36 shot		\$130.95	\$130.95
1	1 Golden tail to golden wave time rain 49 shot fan		\$166.40	\$166.40
1	1 Variety color with report finale 49 shot		\$166.40	\$166.40
Cate	egory Shell Count: 134			\$463.75

Section Shell Count: 134

Proposal #: 9351 Designed on: 2021-03-01 20:03:10 Printed on: Mon Mar 1 14:03:22 2021 Page: 2 of 3



or demands.

J & M	HIS AGREEMENT is made and entered into this day of //ARCH , 20 All , by and between I Displays, Inc., an lowa corporation, having its principal place of business at Yarmouth, lowa, including its employees, owners, and s, hereinafter referred to as "Seller", and BETSFORD WIL, hereinafter referred to as "Buyer".
and w	shall furnish to Buyer one (1) fireworks display, as per the \$\frac{3700.00}{2700.000}\text{ program}\text{ submitted and accepted by the Buyer, hich by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display, as per the \$\frac{3700.000}{2000}\text{ program}\text{ submitted and accepted by the Buyer, hich by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display, as per the \$\frac{3700.000}{2000}\text{ program}\text{ submitted and accepted by the Buyer, hich by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display, as per the \$\frac{37000}{2000}\text{ program}\text{ submitted and accepted by the Buyer, hich by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000}\text{ fireworks display is to take place on the evening of \frac{1000}{2000} fireworks display is to take place on the evening of \frac{100
	IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:
1.	Firing of Display (check one of the below options):
	Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
€	Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.
2.	Payment. The Buyer shall pay to the Seller (check one of the below options):
	the sum of \$ as a down payment upon execution of this Agreement. The balance of \$ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
	in full by HILL OC 30070 days prior to event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.
	\$ in full by (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.
	Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date. This does not apply to COVID-19 related postponements.
	n the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of bocket expenses incurred in preparation for the show. This does not apply to COVID-19 related cancellations.
l	Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of or another date as agreed to by both parties. Once display setup has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.
l i	Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

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The Selier agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/

March 31, 2022

City of Abbotsford PO Box 589 Abbotsford, WI 54405

RE: Letter Agreement

Dear City of Abbotsford:

EIP Holdings II, LLC ("Grantee") is pleased to present this Letter Agreement ("Agreement") to City of Abbotsford, Wisconsin ("Grantor") for the grant of easement rights to property located at or about 315 S. 11th Street, Abbotsford, WI 54405 ("Property"). The following are the terms and conditions of the Agreement, which shall be supplemented by an Easement Agreement in the form attached hereto as Exhibit "A" ("Easement Agreement") and entered into by and between Grantee and Grantor in accordance with the terms herein:

Grant of Easement; Consideration

- 1. Grantor shall grant an easement ("Easement") to Grantee, which Easement shall conform to those portions of the Property leased pursuant to that certain Real Estate Lease Agreement initially entered into by and between City of Abbotsford, Wisconsin, as lessor, and Wausau Cellular Telephone Company Limited Partnership, as lessee, dated September 19, 2000, including any amendments thereto ("Current Agreement"). Such grant shall be in accordance with the terms more particularly set forth in the Easement Agreement.
- 2. Commencing upon Closing, Grantee shall pay to Grantor annually in advance the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00) until the expiration or earlier termination of the Current Agreement, with any partial year prorated. Commencing upon the expiration or earlier termination of the Current Agreement, Grantee shall thereafter pay to Grantor ongoing payments equal to Fifty Percent (50%) of Net Rental Revenues received by Grantee. For the determination of the amounts payable hereunder, Net Rental Revenues shall mean all rental revenue received by Grantee from any lessee(s) for occupancy of the Easement subsequent to the expiration or earlier termination of the Current Agreement less any capital expenditures, operating expenses and property tax payments made by Grantee regarding the Easement and the facilities thereon.

Warranties of Grantor

- 3. Grantor warrants to Grantee that, as of the Effective Date through the occurrence of Closing:
 - (i) Grantor is the legal owner of title to the Property and has the legal right and authority, and has obtained all necessary approvals, to execute this Agreement and the Easement Agreement and consummate the transaction contemplated herein.
 - (ii) Grantor has provided to Grantee true and complete copies of the Current Agreement, all amendments and addendums thereto, and all other writings or agreements relating in any way to the Easement or Grantee's use thereof or relating to communications

facilities on the Property; all of such documents are in full force and effect; no party is in default of any of such documents; no party has indicated any intention to terminate any Current Agreement prior to the natural expiration thereof or otherwise cease to utilize the applicable premises thereunder; and Grantor shall not extend or otherwise revise any of such documents without Grantee's prior written consent, which may be denied in Grantee's sole discretion.

- (iii) The final term (including all renewal terms that occur automatically or at the lessee's option) of the Current Agreement will expire on or before September 18, 2030.
- (iv) There is no substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation located on, under or about, or otherwise affecting, the Property.
- (v) There is no mortgage, deed of trust, lien, security interest or other encumbrance on or affecting the Property except as identified below ("Mortgage"); Grantor is current in all payments and not otherwise in default of the Mortgage or any loans secured by the Mortgage; and Grantor shall not place any further encumbrances on the Property prior to the recordation of the Easement Agreement to be executed at Closing:

Mortgagee:	
Maximum Secured:	
Commencement Date:	
Maturity Date:	

4. Grantor acknowledges that Grantee is entering into this Agreement in reliance upon the warranties made by Grantor herein. Grantor shall indemnify, defend and hold harmless Grantee for any claim or harm suffered by Grantee due to any breach or failure of such warranties.

Due Diligence

- 5. Commencing upon the Effective Date and extending until Closing, Grantee may conduct any due diligence investigations related to the Property and the Easement as Grantee deems appropriate ("Due Diligence Period"). In the event that Grantee determines that any aspect of its due diligence investigations is unsatisfactory, Grantee may terminate this Agreement upon notice to Grantor.
- 6. Grantor shall provide to Grantee all information and documentation reasonably requested by Grantee for Grantee's due diligence investigations to the extent that such information and documentation exists and is reasonably available to Grantor.
- 7. If any Mortgage affects the Property, Grantor shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Grantee from each mortgagee under each Mortgage prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until all non-disturbance agreements are provided.

Closing

8. Upon Grantee's satisfaction with its due diligence investigations, the parties shall promptly conduct a settlement of the transaction ("Closing") at which time (i) Grantee and Grantor

shall execute the Easement Agreement and (ii) upon such execution, Grantee shall pay to Grantor the consideration due at Closing. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Grantor and Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

Miscellaneous

- 9. The term of this Agreement shall commence upon the Effective Date and, if not terminated in accordance with the due diligence provisions herein, shall run and expire concurrently with the term of the Easement Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such expiration.
- 10. As a condition of payment, Grantor and any successor shall provide to Grantee any reasonably requested form to identify any payee's tax identification number.
- 11. To the extent of any inconsistency between this Agreement and the Easement Agreement, the terms of the Easement Agreement shall control.
- 12. This Agreement shall become effective and legally binding only upon the full execution of this Agreement by both Grantor and Grantee in the signature block below ("Effective Date"). If this Agreement is executed in several counterparts, all counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart.

Very truly yours,

EIP Holdings II, LLC

By:

John P. Lemmon

EVP and General Counsel

[Signatures to immediately follow.]

Date:

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this

EXHIBIT "A"

Easement Agreement

(Attached.)

PREPARED BY AND WHEN RECORDED MAIL TO: Ann K. Ultsch, Esq. EIP Holdings II, LLC c/o Everest Infrastructure Partners Two Allegheny Center Nova Tower 2, Suite 1002 Pittsburgh, PA 15212 SPACE ABOVE THIS LINE FOR RECORDER'S USE **EASEMENT AGREEMENT** THIS EASEMENT AGREEMENT ("Agreement") is made as of the day of , 202 ("Effective Date") by and CITY OF ABBOTSFORD, WISCONSIN ("Grantor") and EIP HOLDINGS II, LLC, a Delaware limited liability company ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party". **RECITALS:** WHEREAS, Grantor is the owner of that certain real property located at or about 315 S. 11th Street, Abbotsford, WI 54405 ("Property"), which Property is more particularly described on Exhibit "A" attached hereto; and WHEREAS, Grantor and Grantee have entered into that certain Letter Agreement last executed the day of , 202 ("Letter Agreement"), in which Grantor has agreed to grant to Grantee certain rights to the Property in accordance with the terms herein.

contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and

with each other the following:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein

- 1. Recitals; Letter Agreement. The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.
- **2.** Grant of Easement. In accordance with the terms set forth herein, Grantor grants and conveys to Grantee:
- (a) an easement ("Site Easement") in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the leases or other agreements listed on Exhibit "B" attached hereto ("Current Agreements"), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, signage, ice bridges, fences, gates and all related facilities (collectively "Facilities"), and any and all activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and exclusive upon the expiration or earlier termination of the Current Agreements; and
- **(b)** non-exclusive easements ("Access and Utility Easements") in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the Current Agreements for ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Easement and the Facilities, and any related activities and uses (the Site Easement and Access and Utility Easements are collectively referred to herein as the "Easement").
- 3. <u>Current Agreements.</u> Grantor shall not transfer or assign to Grantee all or any portion of its rights, obligations, title and interest in, to and under the Current Agreements. During the term of the Current Agreements, maintenance of the Easement is the responsibility of any tenants under the Current Agreements, and Grantee shall not be responsible for any default thereof by any tenants under the Current Agreements nor obligated to cure or seek remedy for such default. Grantor shall not extend or revise the Current Agreements without Grantee's prior written consent, which consent may be denied in Grantee's sole discretion. Grantor hereby irrevocably constitutes and appoints Grantee as Grantor's true and lawful attorney-in-fact to deliver notices and effectuate on behalf of Grantor (i) termination of any Current Agreements and (ii) waiver of any removal of improvements and/or site restoration obligations under the Current Agreements.
- 4. <u>Use of Easement</u>. Subject to the remaining term of the Current Agreements, Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or Grantee's rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv) holders of security interests (collectively, including successors and assigns, "Customers"). Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week.
- 5. <u>Term.</u> This Agreement and the terms herein shall commence on the Effective Date and extend until terminated in accordance with the terms herein. Notwithstanding the foregoing, the grant of the Easement herein and Grantee's right to possess the Easement, and all use terms herein which inherently require Grantee's possession of the Easement to be effective, shall commence on the expiration or earlier termination of the Current Agreements, and extend until terminated in accordance with the terms herein.

- **Termination.** In the event Grantee and its Customers cease all use of all portions of the Easement for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Easement shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easement by Grantee or any Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may terminate this Agreement upon written notice to Grantor. This Agreement may not be terminated by Grantor. Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination.
- 7. <u>Improvements</u>. Grantee and its Customers may construct improvements in, to, under and over the Easement, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein.
- **8.** <u>Taxes.</u> Upon the expiration of the Current Agreements, Grantee shall thereafter pay as a site expense all taxes directly attributable to the Facilities as evidenced by an applicable tax bill. Grantor shall pay all other taxes that are not directly attributable to the Facilities.
- **9.** Exclusive Use; Interference. Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property, or any other property owned by Grantor or any reasonably related party and located within a one (1) mile radius of the Property, shall be used in any manner for communications towers, facilities and/or transmissions without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee or its Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.
- 10. Environmental Covenants and Indemnity. Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on, under or about the Property or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.
- 11. General Indemnity. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement.
- 12. Transfer of the Property; Assignment. The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights

hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns.

- Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.
- **14.** <u>Condemnation</u>. In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.
- 15. <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

16. Miscellaneous.

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;
- (b) this Agreement is governed by the laws of the state in which the Property is located;
- in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;
- (d) in the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;

- (e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;
- the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;
- (g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;
- (i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;
- if any Party files an action for the enforcement or breach of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs;
- (k) any Party, at its own expense, may record this Agreement upon the full execution hereof; and
- (l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures to immediately follow.]

Agreement.	
GRANTOR:	
City of Abbotsford, Wisconsin	
Printed Name:Title:	
PO Box 589 Abbotsford, WI 54405	
STATE OF)) SS:)
On this day of, 202 personally appeared the of City of Abbots	, before me, a Notary Public, the undersigned officer, who acknowledged himself/herself to be sford, Wisconsin, and that he/she, as such officer, being ent for the purposes therein contained by signing his/her
IN WITNESS WHEREOF, I hereunto set my hand	and official seal.
Notary Public My Commission Expires:	

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this

GRANTOR:	
City of Abbotsford, Wisconsin	
Printed Name: Title:	
PO Box 589 Abbotsford, WI 54405	
STATE OF)) SS:
STATE OF) SS:
On this day of, 202 personally appeared the of City of Abbots	, before me, a Notary Public, the undersigned officer , who acknowledged himself/herself to be sford, Wisconsin, and that he/she, as such officer, being
name on behalf of said City by himself/herself as su	ent for the purposes therein contained by signing his/he uch officer.
IN WITNESS WHEREOF, I hereunto set my hand	and official seal.
Notary Public My Commission Expires:	

GRANTEE:	
EIP Holdings II, LLC, a Delaware limited liability company	
Printed Name:	
Title:	
Two Allegheny Center Nova Tower 2, Suite 1002 Pittsburgh, PA 15212	
COMMONWEALTH OF PENNSYLVANIA)) SS:
COUNTY OF ALLEGHENY)
of EIP Holdings II, LLC	, before me, a Notary Public, the undersigned officer,, who acknowledged himself to be the, a Delaware limited liability company, and that he, as
by signing his name on behalf of said limited liabili	
IN WITNESS WHEREOF, I hereunto set my hand	and official seal.

Notary Public My Commission Expires:

Exhibit "A"

Property

In the County of Marathon, Wisconsin

Legal Description:

[To be inserted per title report.]

Parcel/Tax Number: 201-2802-061-0985

Exhibit "B"

Current Agreements

- 1. That certain Real Estate Lease Agreement initially entered into by and between City of Abbotsford, Wisconsin, as lessor, and Wausau Cellular Telephone Company Limited Partnership, as lessee, dated September 19, 2000, including any amendments thereto.
- 2. Any other leases, licenses or agreements related to any wireless communications facilities on the Property to which Grantor is a party.







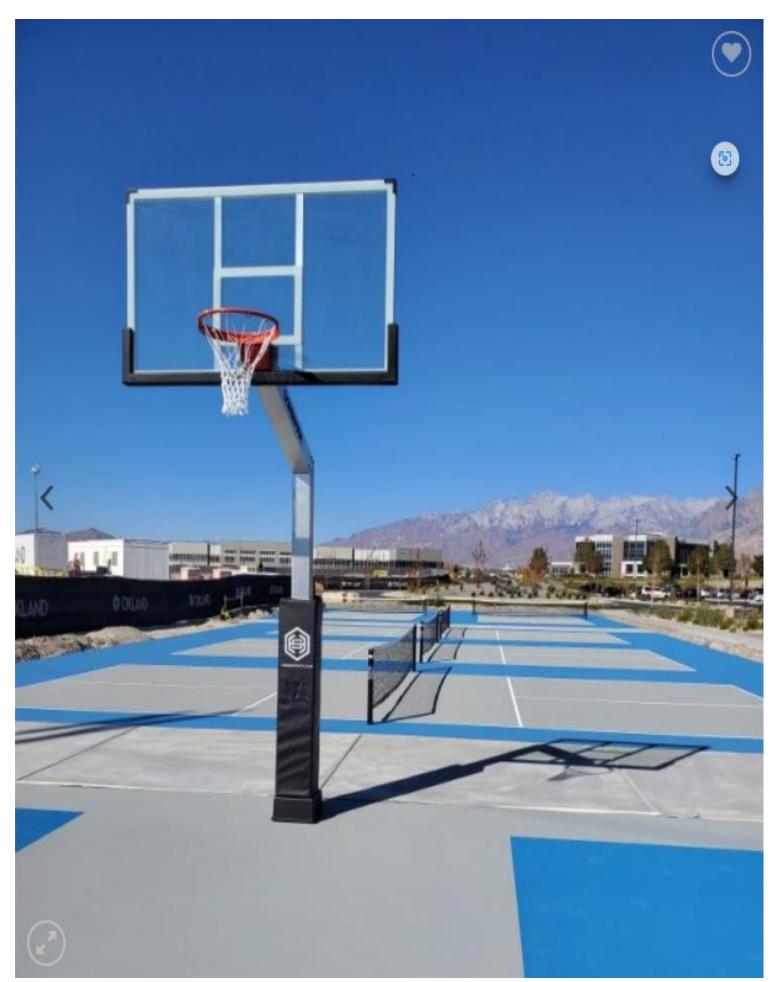












HomeSports, LLC 930 West 410 North, suite 100 Lindon, Utah 84042

Estimate

Date	Estimate #
3/30/2022	242

Name / Address		
City of Abbotsford Craig Stuttgen		

Project

Description	Qty	Cost	Total
Adjustable Height - 72" Aluminum	<u>'</u>	2,599.00	5,198.00
Pickleball Inground Double Poles with Net		,,,,,	509.00
Lock Crank Handle		19.99	39.98
Shipping & Handling		350.00	
Municipality Discount		-350.00	-350.00
Sales Tax		7.25%	0.00
		Total	\$5,746.98

Customer Signature

CLIENT LIAISON:

Dan Borchardt, PE

Phone: 715.304.0448 Cell: 715.216-3601

dborchardt@msa-ps.com

DATE: April 4, 2022



ABBOTSFORD BUTTERNUT STREET RECONSTRUCTION (4TH TO 5TH STREET) – MSA PROJECT #07681059

MSA has a preconstruction meeting scheduled for April 5, 2022 at 10:00AM. Work is anticipated to start around the week of April 25th.

ABBOTSFORD CDBG GRANT APPLICATIONS/ADMINSTRATION MSA PROJECT(S) #07681052/53

MSA is continuing work on the Environmental Report for the well rehabilitation and new wells portion of the CDBG grant (CDBG PF 21-01).

ABBOTSFORD ELEVATED WATER RESERVOIR REHABILITATION— MSA PROJECT #07681056

The water tower rehabilitation project is on track for completion this fall. MSA has responded to WisDNR's request for additional information regarding plan and technical specifications review. We are waiting for WisDNR to respond to this additional information.

The Wisconsin Public Service Commission (PSC) has ruled that construction authorization is not required from PSC for the Water Reservoir Rehabilitation. Painting the tower is considered "maintenance" and does not require PSC authorization. However, the structural, non-painting portion of the project must be authorized if above Abbotsford's PSC imposed cost threshold. Since the non-painting portion of the project is well below the PSC imposed cost threshold of \$432,000, construction authorization is not required for the non-painting improvements as well. Therefore, we are only waiting on WisDNR approval, which should arrive any day now.

ABBOTSFORD WELL RECONDITIONING - MSA PROJECT #07681057

MSA continues to focus on the new well project. We will change focus to the well rehab once test well construction is under contract.

ABBOTSFORD NEW WELL DESIGN BIDDING AND CONSTUCTION – MSA PROJECT #07681058

MSA discussed construction of test wells with Brunner Well Drilling, they are not available to construct test wells until mid-summer. We are also talking with CTW Corporation regarding test well construction. They have availability this spring. MSA has worked with CTW on many projects. They are a reputable firm and have successfully completed numerus municipal well projects in the area.

ABBOTSFORD WATER SYSTEM EVALUATON - MSA PROJECT #07681047

MSA provided City staff a draft of the report on January 5th for review and comment. Josh is in the process of reviewing the report. MSA will update the report with any additions or changes once Josh completes his review.

ABBOTSFORD- SCHILLING PARK BASKETBALL AND PICKLEBALL COURT- MSA PROJECT #07681061

MSA is reviewing the conceptual layout with relation to site grades and will collect some supplemental topographic survey that is scheduled for April 1st.

MSA anticipates the following project schedule:

- April 2022 Preliminary Plans complete
- May/June2022 Final Plans complete
- June to August 2022 Construction Staking
- August 2022 Project Closeout

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

The City is still awaiting the results of the LRIP MSI-D grant that was submitted in November 2021. Results typically are announced in April.

MSA anticipates the following project schedule:

- MSA has topographic survey scheduled for April 5-8th.
- April 2022 Preliminary Plans complete
- May 2022 Final Plans complete, Permit applications submitted
- June 2022 Bidding process
- July 2022 Owner awards construction contract
- August 2022 to October 2022 Construction
- November 2022 Project Closeout

SAFE ROUTES TO SCHOOL — MSA PROJECT #07681015

MSA received notice on March 15, 2022, that the hold up by the finance committee has been resolved and the reimbursement is moving forward, and funds should be moved soon. MSA sent an email on March 30, 2022 asking for an update.

ABBOTSFORD – CEDAR STREET RECONSTRUCTION (2^{ND} AVE TO 3^{RD} AVE) — MSA PROJECT #07681048

MSA prepared a scope of service and contract to assemble design plans for about 710ft of street for this project so that the project could move forward with the permitting and submittal of plans for the June 30th SDWL application deadline.

MSA anticipates the following estimated project schedule:

- April 2022 Owner approves Professional Services Agreement
- April 2022 MSA begins work
- May 2022 Preliminary Plans complete
- August 2022 Final Plans complete, Permit applications submitted
- November/December 2022 Bidding process
- January 2022 Owner awards construction contract
- May to July 2023 Construction
- July 2023 Project Closeout



Professional Services Agreement

This AGREEMENT (Agreement) is made today April 4, 2022 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Cedar Street Reconstruction- 2nd Ave. to 3rd Ave.

The scope of the work authorized is: Design and Bidding - See attached Scope of Services.

The schedule to perform the work is: Approximate Start Date: April 2022

Approximate Completion Date: December 2022

The lump sum fee for the work is: \$31,100

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ABBOTSFORD

Abbotsford, WI 54405 Phone: 715-223-3444

MSA PROFESSIONAL SERVICES, INC.

	Dan Boulut
James Weix	Daniel Borchardt
Mayor	Team Leader
Date:	Date: 3/31/2020
Attest: City/Township/Village Clerk (WI Only)	146 North Central Ave. ,Suite 201
Erin Clausnitzer, Deputy Clerk	Marshfield, WI 54449
Date:	Phone: +1 (715) 304-0448
	Fax: (715) 384-9787
203 North First Street	

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

- 1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project
- 2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
- 3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
- 4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.
- 6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
- 7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

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

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

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

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

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

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

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

- 13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.
- 14. Reuse of Documents. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.
- 15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

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

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

- 16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.
- 17. Exclusion of Special, Indirect, Consequential and Liquidated Damages. Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.
 - 18. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
- 19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.
- 20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PROJECT DESCRIPTION

The project consists of CedarStreet Reconstruction from 2nd Ave. to 3rd Ave. approximately 710 feet. The project will replace all the water main, sanitary sewer, storm sewer and roadway with a width of about 37 feet from back of curb to back of curb with 30-inch curb and gutter. The City plans to add sidewalk along this segment of roadway. The roadway section is planned to consist of SAS fabric, underdrain, 12 inches of breaker, 6 inches of base aggregate and 3 inches of asphalt pavement. The estimated construction disturbance area is less than 1 acre and a DNR NOI permit is not anticipated. Safe Drinking Water Loan (SDWL) are not included with this scope of services. MSA will submit the required permit and plans along with the loan application on June 30, 2022.

SCOPE OF SERVICES

MSA will provide services as set forth below.

- 1. Design
 - Project Administration
 - o Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
 - Quality Assurance/Quality Control
 - o Employ documented quality-assurance/quality-control procedures throughout project.
 - Project Site Information
 - o <u>Right-of-Way Research</u>: utilize recorded survey documentation in project area to determine right-of-way locations.
 - o <u>Contact Utility One Call:</u> utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
 - o <u>Topographic Survey</u>: collect location and elevation data of existing features at the site for use as basis of design.
 - o <u>Utility Structure Survey</u>: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
 - o <u>Hydrant Flow Tests</u>: work with Owner to obtain pressure and flow information for water distribution system in the area of the project.
 - Design Street/Utility
 - <u>Water Design:</u> Develop horizontal and vertical alignments for water mains.
 Determine valve, hydrant, service and connection locations. Perform required design computations regarding pressure and flow volumes. Prepare construction details.
 - Sanitary Sewer Design: Develop horizontal and vertical alignments for sanitary sewer. Determine structure, lateral, and connection locations. Perform required design computations regarding pressure and capacity. Prepare construction details.
 - <u>Roadway Design:</u> Develop horizontal and vertical alignments for roadway, curb and gutter, and sidewalk. Prepare pavement design, typical section, cross sections and construction details.
 - Stormwater Design: Determine storm sewer inlet and discharge locations.
 Develop routing and sizing for storm sewer and surface water drainage and storm water management practices. Prepare construction details.
 - o <u>Erosion Control Design:</u> Determine location and type of erosion control devices needed to meet regulatory requirements.

- o <u>Traffic Control Design:</u> Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
- o <u>Construction Cost Estimate</u>: <u>Develop a preliminary construction cost estimate</u> based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- Plan Preparation and Drafting
 - o <u>Preliminary Plan Preparation:</u> Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
 - <u>Final Plan Preparation:</u> Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
- Specifications
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
- Utility Coordination
 - o Coordination and Communication
 - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
 - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
 - Provide utility companies with preliminary and final plans for the project.
 - Invite utilities to pre-construction meeting.
- Permits: Prepare permit application and required attachments for:
 - o Water System Extension
 - Sanitary Sewer Extension
- Design Meetings
 - o <u>Preliminary Plan review:</u> Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
 - o <u>Final Plan review</u>: Attend one meeting with staff, and one meeting with elected officials.
 - <u>City Council Meetings</u> Attend Monthly City Council meetings to provide project updates.
 - o Unless otherwise noted, all meetings will take place at City Hall.

2. Bidding

- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Conduct a Public Bid Opening an Electronic Bid Opening located at MSA's Office
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids and in assembling and awarding construction contracts.
- 3. Construction Administration To be added by Amendment
 - <u>Project Administration</u>: Manage and coordinate project team, budget and schedules.
 Maintain communication with Owner and stakeholders on project.

- <u>OA/OC</u>: Employ documented quality-assurance/quality-control procedures throughout project.
- Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
- Construction Progress Meetings: Facilitate and attend monthly meetings
- <u>Contractor Communication:</u> Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
- <u>Submittal Review:</u> Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
- <u>Site Visits:</u> Make periodic site visits to observe contractor's work in progress (maximum # visits).
- <u>Meetings:</u> Attend meetings of Owner Board/Council/Committee as needed to present project information (maximum # meetings).
- <u>Change Orders:</u> Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- <u>Applications for Payment:</u> Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate.
- <u>Project Closeout:</u> Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment (includes warranty documentation and lien waiver review).
- 4. Construction Staking To be added by Amendment
 - Provide line and grade stakes for:
 - o Water Main
 - o Sanitary Sewer
 - o Storm Sewer
 - o Roadway subgrade and base courses
 - o Concrete Curb and Gutter
 - o Pavement
- 5. Construction Observation Not Included
- 6. Post Construction -Not Included

DELIVERABLES

MSA will provide the following deliverables:

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

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

- 1. Assistance with acquisition of real estate and/or temporary or permanent easements
- 2. Survey mapping and monumentation
- 3. Utility system modeling
- 4. Funding applications and administration
- 5. Additional meetings not specifically listed in the scope.
- 6. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
- 7. Permit assistance related to surface waters and wetlands.
- 8. Variance requests (if required for permit applications included in the scope).
- 9. Updates to Owner's electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
April 2022	Owner approves Professional Services Agreement
April 2022	MSA begins work
May 2022	Preliminary Plans complete
August 2022	Final Plans complete, Permit applications submitted
November/December 2022	Bidding process
January 2022	Owner awards construction contract
May to July 2023	Construction
July 2023	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.

City of Abbotsford, Clark County, Wisconsin Project: Cedar St, 2nd Ave to 3rd Ave Reconstruction

Estimate 3/30/2022

Project Description:
Full-depth street reconstruction from 2nd Ave to 3rd Ave with sidewalk on both sides and new curb and gutter. Sanitary sewer, water main, and storm sewer are to be replaced.

Reconstruction Length	710
Reconstruction Width Back of Curb to Back of Curb	37
Water and Sewer Services	8
Driveways	8
ROW Width	60

ITEM	ITEM	ESTIMATED			UNIT		TOTAL
NO.	DESCRIPTION	QUANTITY	UNITS		PRICE		PRICE
	Base Bid						
	Mobilization, Bonds, and Insurance	1		\$	26,500.00	\$	26,500.00
	Traffic Control	1	LS	\$	200.00	\$	200.00
	Erosion and Sedimentation Controls	1	LS	\$	400.00	\$	400.00
	Site Maintenance and Restoration	1	LS	\$	7,600.00	\$	7,600.00
5.	Clearing and Grubbing	1	LS	\$	1,000.00	\$	1,000.00
6.	Dewatering	1	LS	\$	1,000.00	\$	1,000.00
	Watermain						
	6-Inch PVC Water Main	23	LF	\$	70.00	\$	1,610.00
8.	8-Inch PVC Water Main	730		\$	60.00	\$	43,800.00
	Hydrant Complete	1	EA	\$	4,000.00	\$	4,000.00
	6-Inch Gate Valve & Box	1	EA	\$	1,300.00	\$	1,300.00
	8-Inch Gate Valve & Box	3		\$	1,750.00	\$	5,250.00
12.	8-Inch X 6-Inch Tee	1	EA	\$	500.00	\$	500.00
13.	8-Inch X 8-Inch Tee	1	EA	\$	500.00	\$	500.00
	6-Inch Cross	0		\$	600.00	\$	-
	Bends, Plugs, Reducers	4	EA	\$	400.00	\$	1,600.00
	1-Inch Corp., Tap, Curb Stop & Box	8	EA	\$	450.00	\$	3,600.00
	1-Inch HDPE Water Service	240		\$	24.00	\$	5,760.00
	2-Inch Corp., Tap, Curb Stop & Box	0		\$	750.00	\$	-
	2-Inch HDPE Water Service	0		\$	36.00	\$	-
20.	Connect To Existing Water Main	3	EA	\$	1,000.00	\$	3,000.00
	Sanitary Sewer						
	8-Inch PVC Sanitary Sewer	710		\$	45.00	\$	31,950.00
	Sanitary Manhole Type 1, Complete	3	EA	\$	3,500.00	\$	10,500.00
	8-Inch X 6-Inch Sewer Wye And Connection To	8	EA	\$	250.00	\$	2,000.00
	6-Inch PVC Sanitary Lateral	240	LF	\$	35.00	\$	8,400.00
25.	Connect To Existing Sanitary Sewer	3	EA	\$	600.00	\$	1,800.00
	Storm Sewer						
	2'x3' Storm Inlet	8		\$	1,800.00	\$	14,400.00
	4' Diamater Storm Manhole	3		\$	2,500.00	\$	7,500.00
	5' Diameter Storm Manhole	0	EA	\$	3,000.00	\$	-
		200	LF	\$	35.00	\$	7,000.00
	18-Inch HDPE Storm Sewer	710		\$	40.00	\$	28,400.00
	2-Inch Rigid Polystyrene Insulation	100	SF	\$	2.50	\$	250.00
	6-Inch Underdrain	1,420	LF	\$	14.00	\$	19,880.00
33.	Ü	4	EA	\$	750.00	\$	3,000.00
	Street Reconstruction						
	Excavation Common	710		\$	25.00	\$	17,750.00
	Rock Excavation	0		\$	150.00	\$	-
	Excavation Below Subgrade (EBS)	0	CY	\$	35.00	\$	-
	Select crushed Material (12-Inch Depth)	3,240		\$	8.00	\$	25,920.00
	Base Aggregate Dense 1 1/4 - Inch (6-Inch Depth)	3,240	SY	\$	4.00	\$	12,960.00
	3-Inch Thick Asphaltic Surface	2,610		\$	15.00	\$	39,150.00
	2.5-Inch Asphalt Driveway	110	SY	\$	40.00	\$	4,400.00
41.	6-Inch Thick Concrete Driveway /Sidewalk w/6-					_	
	Inch Base	270		\$	50.00	\$	13,500.00
	30-Inch Concrete Curb & Gutter (Standard Head)	1,420		\$	14.00		19,880.00
43.		790		\$	45.00	\$	35,550.00
44.	Detectable Warning Fields	8 and Gutton Vide	EA	\$	400.00	\$	3,200.00 378,310.00
Base Bio	of Water, Sanitary Sewer, Street Reconstruction, Cur	o and Odden, 3100	cwaik, Sl	cciscape		\$ \$	36,700.00
	Total Street Improvement						415,010.00
	CONTINGENCIES (10%)						415,010.00
ENGINE	. ,					\$	74,800.00
	CHNICAL INVESTIGATIONS ALLOWANCE					\$	
	PPLICATION AND FUNDING ADMINISTRATION					\$	21,500.00
	SCALATION (INFLATION 3% per annum)					\$	21,300.00
	JECT TOTAL					\$	552,910.00
LVO	9	332,310.00					

Generator Maintenance Proposal 2022-2024						
Generator	Fa	bick Quote	Tota	I Energy Quote		
Porky Creek	\$	2,187.70	\$	2,223.00		
Eau Pleine Water Plant	\$	2,190.37	\$	2,700.00		
Meter Bldg #1	\$	2,287.27	\$	2,046.00		
Meter Bldg #2	\$	2,301.28	\$	2,046.00		
WWTP	\$	2,772.92	\$	3,285.00		
Linden Lift Station	\$	2,243.38	\$	2,565.00		
Total	\$	13,982.92	\$	14,865.00		

SECTION VII.

COMMUNITY OUTDOOR RECREATION PLANS

Providing a complete, efficient outdoor recreational system that meets the diverse needs of all Clark County residents requires partnerships and intergovernmental cooperation. As stated previously in Objective 1.2, community parks and outdoor recreational amenities that serve a smaller geographic area are best provided and maintained by local cities, villages, towns, and community organizations.

This section contains the outdoor recreation plans for the six Clark County cities and village that agreed to participate in this planning effort—Abbotsford, Colby, Loyal, Owen, Thorp, and Withee. The cities of Neillsville and Stanley have recently updated their own, stand-alone outdoor recreation plans. During the planning process, each municipality was responsible to complete an inventory of the city's outdoor recreation facilities, assess current and future demand and needs, and identify recommendations to guide the development of the community's park system.

The following sub-sections detail the methodology used to determine the recreation needs for the participating cities, the community action program outlining the general recommendations for all of the communities, and the city-specific Comprehensive Outdoor Recreation Plan for each individual community.

A. PARK NEEDS ASSESSMENT METHODOLOGY

In order to assess the needs that exist in the local communities, the plan establishes a park area standard—a general rule for the provision of park area for a given population. It is important to note that this standard is merely a guide to be used as a decision-making tool for planning purposes. In some areas, local demands may be more or less based on the desires of the local citizenry and the function, location, or amenities of each facility. Such park standards must be further supplemented with local information and evaluated in the context of local circumstances.

Park Standards

The population ratio method is a widely used method of determining minimum requirements for outdoor recreation. The National Recreation & Parks Association (NRPA) has identified the following metrics for communities with less than 20,000 residents, which applies to all cities and villages participating in this outdoor recreation plan update:

- median of one park for every 1,231 residents and
- 12 public park acres for every 1,000 residents.

This metric can be used to help assess whether or not the community has adequate open space to serve the outdoor recreational needs of residents. Such standards should be viewed as a guide and they address minimum, not maximum goals.

Ideally, the parkland acreage would be distributed among the parks as outlined in the NRPA classification system below:

Park Type	Service Area	Desirable Size	Acres/ 1,000 pop.	Use and Characteristics
Mini-Park	< 0.25 mile radius	l ac or less		specialized facilities serving a concentrated population (e.g., apartments, seniors, tots)
Neighborhood Park/Playground	0.25 – 0.5 mile radius up to 5,000 pop.	1 to 5+ acres (see footnote) ⁴	1 – 2 acres	intensive recreation area within safe walking distance; may be a school-park facility
Community Park	1-2 mile radius	5 to 25+ acres	5 – 8 acres	may include both passive & active recreation; easily accessible to neighborhoods served
Regional Park	several communities; w/in 1 hour	200+ acres	5 – 10 acres	contiguous to or encompassing natural resources
Specialized Area	varies; may be regional	varies	varies	located in the community; may include conservancy areas and greenspace

This technique is accomplished by assigning an acreage requirement for various classifications of parks for each 1,000 persons in a community. Ideally, this acreage should be distributed throughout the community so that residential areas, various age groups, and activity needs are served in the best possible manner. However, the total population size of each Clark County community must also be considered since some communities have few residents than a single neighborhood in a larger urban area.

Additional explanation of the above NRPA standards for different park types can be found in Appendix C. The NRPA definitions and standards are suggested guidelines for planning purposes and are based on commonly used terminology and the primary intent of each park type. Although other types of parks can be found in some of Wisconsin's cities and villages, the ones defined here are sufficient to analyze recreation areas in Clark County. For purposes of this plan, most park facilities owned by Clark County can be classified as **community or regional parks** due to their relatively larger sizes, user groups, and relationship to County Forest lands. Some County-owned facilities, such the Bruce Mound Winter Sports Area, may be better classified as specialized areas. The smaller parks and playgrounds, with more limited service areas, are more typically found within the cities, villages, and towns.

⁴ The NRPA standards for the desirable size of Neighborhood Parks/Playgrounds and Community Parks are 15+ and 25+ acres, respectively. However, after consideration that such standards were developed with large, densely populated urban cities in mind, a decision was made to reduce the desirable sizes of these park types to better reflect the park system, park functions, and population characteristics of smaller, rural communities in west-central Wisconsin.

Comparisons of park definitions, areas, and services should not be made among the state's municipalities. Each community is unique in its size, demographics, geography, and distribution of population; therefore, the classifications applied in a given community result from a community's judgment of how that community's parks function in meeting local and nonresident recreation needs. In small communities, such as those in Clark County, the size and acreage recommendations are less important than the uses and function, since a relatively small park within a smaller community can provide important neighborhood and community recreational functions.

Application of population ratio standards typically does not include school properties, golf courses, undeveloped or vacant land, or public areas and open spaces not developed for public recreational use. The above standards also do not provide insight into the appropriate mix of amenities to be offered at the recreational facilities (e.g., playground equipment, picnic tables, court games, trails).

In short, while the above guidelines are helpful for evaluating outdoor recreation demand in Clark County's communities, it is more important that the types of parks and the mix of recreational amenities be evaluated, discussed, and determined locally based on local needs.

Structure of the Community Outdoor Recreation Plans

Each individual community outdoor recreation plan includes three main sub-sections for those municipalities that participated in this planning effort:

- 1. The first section, entitled **SUPPLY**, is an inventory of the exiting community outdoor recreation facilities. The inventory includes the identification of the park and recreation areas, an estimate of the acreage of the area, and a brief analysis and description of the amenities and types of recreation activities that are supported by the area.
- 2. The second section, DEMAND/NEEDS, examines three factors to determine the need for additional outdoor recreational sites and facilities:
 - i. Space Needs—Whether or not there is adequate land or open space to serve the needs of the population based on 20-year population forecasts and the previous NRPA metrics for number of parks and parkland acreage per capita. School and private recreational facilities are not included in these calculations.
 - ii. Service Needs—Whether or not outdoor recreational sites are accessible and adequately located to serve the needs of the community.
 - iii. Activity/Amenity Needs—Whether or not the existing, available parklands allow for a specific, desired recreational activity or amenity.
- 3. The final section, **RECOMMENDATIONS & ACTION PLAN**, provides the recommendations and action plan to satisfy the community needs. The recommendations tend to be more general, while the action plan provides guidance for specific, actionable outdoor recreation improvements for each city.

B. GENERAL COMMUNITY ACTION PROGRAM

The community action program is made up of two major sections. This first section is the general recommendations for the four participating communities in the county, which is followed by the outdoor recreation plans specific to each individual community.

General Recommendations

The following general recommendations identify recreational concerns that can generally apply to all communities in Clark County. Such recommendations provide a broad framework from which communities can approach park planning and implementation decisions.

- Consistency with the Clark County Outdoor Recreation Plan. This document should be considered as a whole. The individual community plans in the next subsections are part of this overall plan. The background and inventory information (Section II and IV) and overall needs assessment (Section V) are relevant to recreational decision-making for Clark County's communities. And the recreational linkages and outdoor recreation funding sources discussed in Sections VI D.&E.) are important to Clark County's cities, villages, and towns. By adopting this outdoor recreation plan, the participating cities are not only adopting this section (Section VII), but are also adopting the overall goals and objectives (Section III) and general policy recommendations (Section VI.A.) as their own.
- Municipal/School District Cooperation. Promote continued and increasing cooperation between municipalities and school districts in meeting community recreational needs. With good planning, cooperation may take the form of cost sharing for land acquisition, facility development, and/or programming/maintenance. Intergovernmental agreements for public use of existing school facilities during non-school hours may also be needed.
- Americans with Disabilities Act Compliance. With the passage of the Americans with Disabilities Act (ADA), local governments must ensure that all programs and facilities, including parks and other recreational offerings, are accessible to people with disabilities. To determine compliance with ADA regulations, it is recommended that communities conduct an evaluation of the accessibility of its services, programs, and facilities, and prepare a transition plan describing how compliance will be achieved.

All existing park facilities that are repaired or replaced, and any new park development, should meet the requirements of ADA. Examples of incorporating accessible, barrier-free designs include: ramps in place of steps, hard-surface walkways, wide doorways, grab rails in restrooms, wider parking spaces, and specialized playground equipment.

- Service/Social Group Involvement. Involve organized groups in needed park and recreation development, educational efforts, and programming, including development of competitive sports areas and neighborhood parks. Traditionally, service and social groups have been an active participant in the development of recreation facilities. Due to public funding limitations, the involvement of service, social, and non-profit groups is essential.
- Citizen Participation/Committee Creation. Municipalities are strongly encouraged to
 establish a park and recreation committee or board that can oversee or guide park planning,

development, operation, maintenance, administration, and program activities. The committee may act as a liaison with other municipalities, the county, and state agencies regarding park and recreation matters. The committee should be composed of citizens as well as elected officials. Municipalities should actively seek citizen input into the planning and development of new park and recreation facilities.

- Future Park Planning. In areas where growth is expected, communities should make provisions to incorporate the park areas with expected development. One such method would be to encourage new developments to include dedicated park area within each neighborhood. This would provide the communities with a system of convenient and accessible neighborhood parks. Another method would be to partner with landowners to utilize easements in order to limit land acquisition costs for neighborhood parks or trail systems. When appropriate, integrate parks and recreational issues and plans into other community plans (e.g., comprehensive plans, development plans).
- Aid Programs. Take advantage of state and federal financial and technical aid programs
 designed to assist communities in meeting recreational needs, and maintain community
 eligibility for such programs as discussed in Section VI.E.
- Capital Improvements Schedule. As recommended in Section VI.A., community officials are encouraged to develop a five-year capital improvements schedule for recreation that reflects the implementation proposals made in this plan and the priorities they place on them. While it is unlikely that all of the recommendations offered by this plan would be undertaken within the next five-to-ten years, recognition of the increasing demands for recreation space and facilities may require action. To be functional, the capital improvements program should be flexible and be subject to annual review.

E. CITY OF ABBOTSFORD OUTDOOR RECREATION PLAN

SUPPLY

The following section inventories the existing public and private properties developed or designated for outdoor recreation purposes within the City of Abbotsford as shown on the map at the end of this section.

Community Parks

RED ARROW PARK COMPLEX

11.8 ACRES

Red Arrow Park is a large multi-use recreation area located in the western part of Abbotsford, just south of the high school. The park has several recreation amenities that have been updated recently which includes new playground equipment and an addition to the enclosed heated shelter. The shelter has a complete kitchen with bathroom facilities and is available year-round for large family gatherings with seating inside and dozens of additional outdoor picnic tables to expand capacity during the summer. There are additional picnic tables and freestanding outdoor grills throughout the park with large shade trees and manicured grass throughout the park that make it a popular recreation and picnic location. The park is equipped with both volleyball and basketball courts and a 9-hole disc golf course.

The park includes a well-developed ballfield with lighting, newly updated brick and chain link fencing, and a new concession stand and scoreboard. The ballfield is equipped with team dugouts, bleachers for spectators, and restrooms. There are also bike racks on site and ample parking along the street.

City park amenities include:

- Large, enclosed, four season shelter with full kitchen and restrooms and a recent addition to expand capacity.
- Ballfield with lights, dugouts, bleachers, and restrooms. New fencing around the field along with a new concession stand and new scoreboard
- New playground equipment
- Volleyball and basketball courts
- 9-hole disc golf course
- Picnic tables and freestanding grills
- Manicured grass and shade trees

JACK NIKOLAY FIELD

7.5 ACRES

This ballpark is located directly west of the high school. The Abbotsford School District owns the property, but the City is responsible for maintenance which allows for full and open access by the public. It has one fenced practice field and a fenced and lighted playing field. There are bleachers, an announcer's booth and scoreboard. It also has a 22' x 40' shelter with an attached 22' x 35' building housing restrooms and a concession stand. Adjacent to the shelter is a large play area filled with sand and a few pieces of play equipment. Abbotsford High School plays softball games

on the field. Additionally, all summer little league and pop Warner baseball games are played here. Also, numerous softball summer leagues use the two fields.

City park amenities include:

- Fenced practice field
- Fenced and lighted playing field with scoreboard
- Bleachers and announcer's booth
- Shelter and concessions with restroom facilities
- Playground equipment

SHORTNER PARK NORTH

10 ACRES

Shortner Park North is located a quarter mile north of the City of Abbotsford in the Town of Holton. This specialized recreation facility has two picnic pavilions, shade trees, and manicured grass providing access to two small fishing ponds.

City park amenities include:

- Picnic pavilions, tables, and freestanding grills
- Two small ponds
- Shade trees and manicured grass

SHORTNER PARK SOUTH

10 ACRES

Shortner Park South is located in the northeast corner of the City of Abbotsford. This recreation area includes an enclosed shelter that was recently improved with the addition of new siding and doors. The shelter has restroom facilities and is unheated and available only during the summer. The park has a playground with nearby shade trees, picnic tables, freestanding grills, and manicured grass throughout the play area. In the winter, the park provides access to a sledding hill and there is also a small depression that can be used for ice skating.

City park amenities include:

- Enclosed shelter with restrooms (summer use)
- Playground
- Picnic tables and freestanding grills
- Shade trees and manicured grass
- Sledding hill
- Ice rink

SCHILLING PARK 23 ACRES

Schilling Park is the City's newest parkland in the northwest portion of Abbotsford. This recreation area was developed to serve seven new apartment complexes recently constructed as

COMMUNITY OUTDOOR RECREATION PLANS

housing for workers and families associated with Abbyland Foods. The area features a fishing pond, soccer field, playground, and walking trail throughout the apartment complexes. The area is still being developed and several recreation improvements are anticipated over the next ten years.

City park amenities include:

- Fishing pond
- Soccer field
- Playground
- Walking trail

Neighborhood Parks

TRIBUNE-PHONOGRAPH PARK

.75 ACRE

This small neighborhood park strip is located just off West Elm Street in downtown Abbotsford. The recreation area includes a paved path/sidewalk allowing ADA access through the park. There are also benches, picnic tables, swings, and shade trees and manicured grass throughout the entire park strip.

City park amenities include:

- Picnic tables and benches
- Swings
- Shade trees and manicured grass

H.K CHRISTENSEN PARK

1 ACRE

This small neighborhood park is located in the east/center of Abbotsford, directly adjacent to Fifth Street. This recreation area includes manicured grass with a large open area in the center that is often used for children's soccer. The open space is surrounded by a small gazebo and pavilion with picnic tables to the east and several pieces of recreation equipment including slides and swings along the southern edge of the park. Along the western edge of the park adjacent to the street are several raised garden beds that can be rented as community gardens and act as a buffer between the open space and Fifth Street.

City park amenities include:

- Gazebo
- Picnic pavilion and tables
- Benches
- Recreation equipment (slides, swings)
- Raised planting beds
- Large open space with manicured grass

FIRST STREET PARK 1 ACRE

This small neighborhood park is located in the north/center of Abbotsford, directly adjacent to First Street. This park is comprised entirely of open space with manicured grass and a small backstop in the northeast corner.

City park amenities include:

- Open space
- Manicured grass
- Backstop

Additionally, most of all the railroad track spurs have been removed around the city, adding extensive trails for walking and snowmobiling.

DEMAND/NEEDS

This section of the plan describes recreational needs of the residents based on population and acreage available for recreation purposes. Park standards provide a measure for park acreage based on 1 park for every 1,231 residents and at least 12 public park acres for every 1,000 residents.

According to population figures shown below, the 2020 U.S. Census population for Abbotsford is 2,275 persons. Population projections developed in 2013 underestimated growth in the City and anticipated future growth is likely to be higher than the estimates shown below (2025-20240). The total land area devoted to outdoor recreation in Abbotsford is approximately 65.05 acres which supports a population of over 5,000 residents using the current park acreage standard. However, the city should continue to regularly monitor population change and the location of new development to evaluate future park needs.

Park and Recreation Area Need • City of Abbotsford

Year	Projected Population	Recommended Acreage	Total Existing Acreage	Surplus/ Deficit Acres
2020	2,275	27.3	65	+37.7
2025	1,850	22.2	65	+42.8
2030	1,950	23.4	65	+41.6
2035	2,040	24.5	65	+40.5
2040	2,095	25.1	65	+39.9

Source: U.S. Census 2020 Population Estimate and Wisconsin Department of Administration, Official Municipal Population Projections 2025-2040 (12/10/13)

RECOMMENDATIONS

- 1. Continue to devote resources to maintain and improve the existing parks and open space areas.
- 2. Use parks and open space as buffers between incompatible land uses, as delineators or constraints on urban development, or as necessary complementary uses for other land

development.

- 3. Establish walkways and trail systems.
- 4. Encourage the use of school/park combined facilities.
- 5. Acquire recreation land to satisfy current and future park needs.
- 6. With the continued increase of minority population workforce in the City, work to develop inclusive recreation amenities and improvements, including multi-lingual marketing and/or signage to help remove communication barriers for non-English speaking households or residents in the City.
- 7. Implement the recommendations in the following action plan as resources and community priorities allow.

ACTION PLAN

Facility	Action Items	Cost Estimate	Time Frame
Red Arrow Park Complex	Concession stand and score booth	\$200K	1-3 years
	General maintenance and upkeep	\$500-\$1,000	Ongoing
Shortner Park North	General maintenance and upkeep	\$500-\$1,000	Ongoing
Shortner Park South	Replacing playground equipment	\$30-\$40K	3-5 years
	Insulating/heating shelter	\$10K	3-5 years
	General maintenance and upkeep	\$500-\$1,000	Ongoing
Tribune- Phonograph Park	General maintenance and upkeep	\$500-\$1,000	Ongoing
Christensen Park	General maintenance and upkeep	\$500-\$1,000	Ongoing
	Replacing playground equipment	\$10-\$20K	3-5 years
Schilling Park	Shelter with modern restrooms/community center		3-5 years
	General maintenance and upkeep	\$500-\$1,000	Ongoing
	Pickleball courts (2)	\$75K	1-3 years
	Basketball courts (2)	75K	1-3 years

COMMUNITY OUTDOOR RECREATION PLANS



Figure 14. City of Abbotsford Parks and Recreation Areas