# **City of Abbotsford**

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

### ABBOTSFORD CITY COUNCIL

### TO BE HELD Monday, March 6, 2023, 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
- Introduction from Will Bratcher -Candidate for Clark County Circuit Court Branch #2 Judge
- 3. Comments by the Mayor
- 4. Comments by the City Administrator
- 5. Comments by the Public- 2 Minute Time Limit
- Minutes from the City Council Meeting held February 15, 2022
   a. Waive the reading and approve/disapprove the minutes (pgs. 2-3)
- 7. Fire Department Update
- 8. Library Update (pgs. 4-6)
- 9. Approve/Disapprove Reappointment of Library Board Members for a Three-Year Term (pg. 7)
- 10. Approve/Disapprove Posting City of Abbotsford Centennial Book on the Website
- 11. Approve/Disapprove Cigarette & Tobacco Retail License for Family Dollar (pg. 8)
- 12. Approve/Disapprove Class A Beer License for La Weracruzana LLC. (pgs. 9-12)
- 13. Approve/Disapprove Fireworks Display for the 4<sup>th</sup> of July (pgs. 13-19)
- 14. Incidents, Accidents, Training
- 15. Public Works Update
- 16. Approve/Disapprove Purchasing a Brush Cutter for the Skid Steer (pg. 20)
- 17. MSA Update (pg. 21)
- 18. Approve/Disapprove Change Order #1 for Cedar St. Reconstruction Project (pgs. 22-25)
- 19. Water & Sewer Update
- 20. Approve/Disapprove Resolution 2023-3 Amendments to the 2023 Budget (pg. 26)
- 21. Approve/Disapprove Opening a Checking Account at Abby Bank for Safe Drinking Water Funds
- 22. Next Meeting Dates- Wednesday, March 15, 2023 & Monday, April 3, 2023
- 23. Future Agenda Items-No Action Will Be Taken
- 24. Adjourn

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

# Minutes from the February 15, 2023, Abbotsford City Council Meeting in the Abbotsford City Hall Council Chambers.

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

Meeting was Posted According to State Statutes

Roll Call: M. Rachu, Diedrich, Read, Zeiset, Weideman, Espino. Absent: Nixdorf, D. Rachu

Pledge of Allegiance - Held

Others Present: Administrator Soyk, DPW Stuttgen, Neal Hogden (TP Printing), Kristen Lustila

Comments by the Mayor – None.

Comments by the City Administrator- None.

Comments by the Public- None.

Minutes from the City Council Meeting held February 6, 2023- Motion to approve by *M. Rachu/ Diedrich. Unanimous* 

**Police Department Update-** Alderman M. Rachu stated that some members of the police commission would like to review the percentage each municipality pays towards the police department. Abbotsford pays 55% and Colby pays 45%. When it comes to population those numbers are pretty accurate. The City of Abbotsford owns the public safety building, makes the loan payments, and covers the maintenance of the building. Alderman Weideman said the percentage split has worked well in the past and he feels like it should remain the same.

### Incidents, Training, Accidents- None

**Approve/Disapprove Operator's License-** Motion to approve by *Diedrich/ M. Rachu.* Opposed: *Zeiset.* Motion carried 5-1.

**Discussion: Private Water Issues on 2nd Street-** DPW Stuttgen showed the council two different examples of approved drainage methods. DPW Stuttgen stated that the city ordinance states that " lot grading shall be completed so that water drains away from each building site towards a public drainage facilities at a grade approved city engineer and provisions shall be made to prevent drainage onto properties adjacent to land division unless to a public drainage facility. Buildable lots shall be graded so that the elevation of each building site is at least one to two feet above the centerline elevation of the adjacent public street." Stuttgen stated that you can't apply ordinances to something that is out of compliance. Stuttgen stated that the city can only enforce ordinances, state law is a civil issue between neighbors. Disputes over drainage is considered a civil matter and the city should never have been involved with the private issues on 2<sup>nd</sup> Street. According to WI State Laws, the upstream individual has the primary responsibility for his water drainage, not the downstream individual. Stuttgen stated that city ordinances do not address culverts going under the road since it is not an approved drainage. Stuttgen stated that the issues on Second St. is between neighbors and they need to work it out between themselves.

**Public Works Update-** DPW Stuttgen stated that the public works crew is working on cleaning and staining the bleachers, servicing equipment, and cleaning up the parks and cemetery.

Approve/Disapprove Purchasing a Grader for the Skid Steer- DPW Stuttgen stated that there are 12 ft wide alleys that need grading and the grader's cutting edge is 13 ft wide. The vehicle maintenance fund was \$7,000 under budget in 2022. We could do a budget amendment and carry those funds over to 2023 to purchase this grader. Administrator Soyk stated that all of the well access roads are narrow and the water department could use this to grade those. Soyk stated the water department would split the cost for the new grader. Motion to do a budget amendment and purchase the hydraulic grader by *Diedrich/Weideman. Unanimous*.

### Water & Sewer Update- None.

**Approve/Disapprove Current Bills in the Amount of \$658,861.03-** Motion to approve by *M. Rachu/Zeiset. Unanimous.* 

YTD Financials- The council reviewed the YTD Financials.

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

Next Meeting Dates- Monday, March 6, 2023 & Wednesday, March 15, 2023

Future Agenda Items-No Action Will Be Taken- None.

Adjourn- Motion to adjourn by *M. Rachu/ Diedrich. The Abbotsford City Council Adjourned at 6:27* PM.

#### ABBOTSFORD PUBLIC LIBRARY BOARD OF TRUSTEES MEETING www.abbotsfordpl.org Wednesday, Feb. 8th, 2023 5:00 p.m.

#### **AGENDA**

Call to order

### Reading of the minutes from previous meeting Public Comment

### **Old Business**

- Author Visit Wednesday, April 26<sup>th</sup>.
- Safety Day
- Approve 2023 Holidays:
- New Business
  - Author Visit Wednesday, April 26<sup>th</sup>.
  - Annual Report
  - System Effectiveness
  - Year books, Historical books, and Scanner

### **Election of Officers:**

### **Reappointments:**

Letter ready to be sent: Giffin, Bittner, and Suttner.

### Treasurer's Report:

• % of Budget Spent

### Bank Account Balances:

- Jan 2023: Forward: \$42,266.26, Forward Retirement: \$601.25, Nicolet: \$
- Dec 2022: Forward: \$42,254.66, Forward Retirement: \$601.07, Nicolet: \$49,347.75
- Nov 2022: Forward: \$42,249.28, Forward Retirement: \$600.92, Nicolet: \$43,653.55

### **Circulation Report:**

- Total Circulation:
  - Jan. 2023: 1652

Year to Date: Dec: 1774 Nov: 2021 Sept: 1812 Aug 1,789 July: 1857 June: 1807 May: 1417 April: 1794 March: 1808 Feb.2022: 1592 Jan. 2022: 1594

Past Circ: Jan. 1594 Jan. 2021: 1499 Jan. 2020: 2,500 2019: 2,67 Jan 2018: 2,238 2017: 2,229 Jan 2016: 2,126 Jan 2015: 2011 Jan 2014: 1855

• Circulation Break-down: Jan: Books: 783, DVD: 282, Spoken Record: 48, Large Print: 60, Magazines: 40, Other: 65

### Other Usage Report:

- Wireless Sessions: Jan: 117 Dec:128 Nov:154 Oct:205 Sept:144 Aug: 120 July: 140 June: 200 May: 88 April: 76 March: 95 Feb: 81 Jan: 266 Dec: 511 Nov: 447 Oct: 347
- Overdrive E-material Checkout: Jan: no data Dec:222 Nov:208 Oct:183 Sept:194 Aug: 181 July: 201 June: 164 May: 176 April: 157 March: 225 Feb: 181 Jan: 209 Dec: 168 Nov: 173 Oct: 143
- Website Visits: Jan: 318 Dec:318 Nov:300 Oct:755 Sept: 419 Aug: 449 July: 302 June: 269 May: 236 April: 223 March: 263 Feb: 205 Jan: 266 Dec: 192 Nov: 192 Oct: 347
- Public Computer Uses in Jan: 83 Dec:90 Nov:110 Oct:92 Sept:131 Aug: 137 July: 110 June: 172 May: 120 April: 105 March: 102 Feb: 113 Jan: 102 Dec: 118 Nov: 142 Oct: 143
- Monthly Reference:
  - Dec:41 Nov:66 Oct:68 Sept: 78 Aug: 86 July: 32 June: 49 May: 66 April: 98 March: 85 Feb: 144 Jan: 106
- Patron Count:
  - Dec:618 Nov:812 Oct:716 Sept:663 Aug: 898 July: 936 June: 906 May: 742
     April:829 March: 737 Feb: 759 Jan: 681

### Policy Review: none

WVLS Report: Last meeting as Chair, NICE, Patron requests on website

### **Director Report**

- Grant updates
- Last Month Program Count:
  - Jan: Monthly Program total: 8 programs, 104 attendance
- Future/Current Programs Overview: (see newsletter)
  - Highlights:

### Staffing/Operating Issues

### Next meeting:

Wed. March. 15<sup>th</sup> at 5:00 pm.

Adjourn

				Target Audience: Young Child (0-5), Child (6- 11), Young Adult (12-18), Adult (19+), General	Group Attending (program) or Individual Participants	Format: In-person; Live, virtual: or	If group attending, then number of	If self-directed, then number of individual
Da <mark>⊸</mark> t	Tir 💌	Duration 🗾			(self-directed activit		attendees	participants 💌
1/1/2023	all day	all month	Walk-in craft: Snowman	Child (6-11)	Individual Participants	In-person		24
1/1/2023	all day	3 months	2023 READING BINGO	General Interest (all ages)	Individual Participants	In-person		20
1/6/2023	10:30am	45 min	Storytime	Young Child (0-5)	Group attending	In-person	5	5
1/10/2023	7:00pm	1 hour	Bookclub: 10,000 Doors of January	Adult (19+)	Group attending	In-person	8	3
1/13/2023	7:00pm	2 hours	Movie Night: Lyle, Lyle, Crocodile	General Interest (all ages)	Group attending	In-person	8	3
1/19/2023	6:30 PM	l 1 1/2 hour	Adult Craft Night: Lip Balm/Lip Scrub	Young Adult (12-18)	Group attending	In-person	7	7
1/20/2023	10:30 AM	l 45 min	Storytime	Young Child (0-5)	Group attending	In-person	g	)
1/31/2023	all day	all day	National Hot Cocoa Day	General Interest (all ages)	Individual Participants	In-person		23

2023 READING BINGO: Jan. 3rd through March 31st. Start off the new year with some new reads. Play Reading Bingo for a chance to win a prize basket. All Ages

STORY TIMES: Fridays, March 3rd and 17th 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. Pony Bead Name Keychain.

FAMILY MOVIE: Friday, March10th at 7:00pm. Watching Puss in Boots: The Last Wish Registration Required. Chil-

dren must be accompanied by an adult who stays for the movie. Doors open at 6:45pm and lock at 7:15pm. Snacks from home are allowed. All Ages

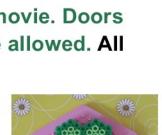
ST. PATRICK'S DAY PERLER BEADS: Thursday, March 13th from 3-5 pm. Stop in and make a perler bead lucky charm. All Ages

WILD COOKIES BOOKCLUB-Off Site: Tuesday, March 14th. Meet at the library at 5:15 pm to carpool Wausau to play an escape room. Pay for your own ticket. Book will be discussed on the drive to Wausau. Ask the library for a copy of the book to check-out. Limit 8 Adults. Let the Director know by Feb. 28th if interested, no guarantee on spots after that date. Bookclub members get priority.

ADULT CRAFT NIGHT: Thursday, March 16th at 6:30 pm. Wire Wrapped Suncatcher. No cost, goodwill donation appreciated. Registration Required. 16 or older, 12 and older if with an Adult.

**FIND THE LEPRECHAUNS:** March 13th through the 18th. Find all seven leprechauns hiding in the library and get a small treat! WALK-IN

6





BRARY treasure hunt

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## ABBOTSFORD PUBLIC LIBRARY EVENTS



February 20, 2023

Mayor James Weix City of Abbotsford 203 North 1<sup>st</sup> St. Abbotsford WI 54405

Mr. Mayor and the Abbotsford City Council:

The Board of Trustees of the Abbotsford Public Library would like to recommend for reappointment for another three-year term on the library board: Mary Giffin, Sara Bittner, and Patricia Suttner.

Thank You,

Jenny Jochimsen; Director

Fobacco Products Retail License       License Number         Submit to municipal clerk.       Period Covered         Applicant's Wisconsin 15-digit Sales Tax Account Number
Submit to multicipal clerk.         Applicant's Wisconsin 15-digit Sales Tax Account Number
← This must be issued in the same Legal Name of the licensee below.         regal Name (corporation, limited liability company, partnership or sole proprietorship)         Family Dollar Stores of Wisconsin, LLC         rade or Business Name (if different than Legal Name)         Family Dollar Store #23541         Business Address (License Location)         414 S 4TH St         Aunicipality         State       Zip Code         after Store         State
← This must be issued in the same Legal Name of the licensee below.         regal Name (corporation, limited liability company, partnership or sole proprietorship)         Family Dollar Stores of Wisconsin, LLC         rade or Business Name (if different than Legal Name)         Family Dollar Store #23541         Business Address (License Location)         414 S 4TH St         Aunicipality         State       Zip Code         after Store         State
Legal Name (corporation, limited liability company, partnership or sole proprietorship)       Federal Employer Identification No. (FE         Family Dollar Stores of Wisconsin, LLC       Image: Company C
Family Dollar Stores of Wisconsin, LLC       Telephone Number         Trade or Business Name (# different than Legal Name)       Telephone Number         Family Dollar Store #23541       ( ) TBD         Business Address (License Location)       Business Located In         414 S 4TH St       Village       Town         Aunicipality       State       Zip Code       of: Abbottsford
Telephone Number       Family Dollar Store #23541     () TBD       Business Address (License Location)     Business Located In       414 S 4TH St     Village     Town       Aunicipality     State     Zip Code
Business Address (License Location)     Business Located In     Business Telephone       414 S 4TH St     City     Village     Town       Aunicipality     State     Zip Code     of: Abbottsford     County
414 S 4TH St     Image: City in Village in Town     (757) 321 5199       Aunicipality     State Zip Code     of: Abbotsford     County
Aunicipality State Zip Code of: A bbot sford County
l of Abbotsford
Abbotsiord W1 54495
Aailing Address ( <i>if different than Business Address</i> ) Municipality State Zip Code
OO Volvo Pkwy         Chesapeake         VA         23320
Organization (check one)
Sole Proprietor Wisconsin Corporation – Enter date incorporated:
Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Ves
Other (describe) Limited Liabilty Corp
Yes No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Reven
Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purcha untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor perm available from the Wisconsin Department of Revenue at 608-266-6701. See application form ( 129, revenue.wi.gov/dorforms/ctp-129.pdf.)
Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco prod from another retailer, including transferring existing stock to a new owner?
Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training appro by the Wisconsin Department of Health Services? (https://witobaccocheck.org)
Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/toba products and nicotine products to minors (including electronic cigarettes containing nicotine)?
Yes No 6. Does the applicant understand that they may not sell single cigarettes?
Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on licensed premises for two years from the date of the invoice and be available for inspection by Wisconsin Department of Revenue/law enforcement and that failure to comply can result in crim penalties, including loss of cigarettes/tobacco products?
Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products liste
the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufactu and Brands" at <u>www.doj.state.wi.us/dls/tobacco-directory</u> may be sold in Wisconsin?

been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any por-tion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

b tury: Just Manual THOM is and the second s Sections 134.65, 134.66, 139.321, 139.79, 799.76 (95.6403/010/2014) 14Ws and regulation of the section of the s



### **Original Alcohol Beverage Retail License Application**

(Submit to municipal clerk.)

For the license period beginning	ng: 2/17/2023	ending: 4/32/2223
To the Governing Body of the:	□ Town of ☑ Village of □ City of	tsbrd
county of Marathon		Aldermanic Dist. No (if required by ordinance)
Check one: 🗌 Individual 🗌 Partnership	☑ Limited Liability Com ☐ Corporation/Nonprof	

Applicant's Wisconsin Seller's Per	mit Number
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
Class A beer	\$ 250,00
Class B beer	\$
Class C wine	\$
Class A liquor	\$
Class A liquor (cider only)	\$ N/A
Class B liquor	\$
Reserve Class B liquor	\$
Class B (wine only) winery	\$
Publication fee	\$ 8,00
TOTAL FEE	\$ 258,00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name) HC Δ Weracruzana

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Scarcello	Heidi	Marie	
/ice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name La Weracruzana, LLC Business Phone Number

Spruce St Sulte 9 Post Office & Zip Code Abbotsford 2. Address of Premises 1011 E

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

7110 HODMS

4.	Legal	description	(omit if	street	address	is	given	above	):
----	-------	-------------	----------	--------	---------	----	-------	-------	----

- - (b) If yes, under what name was license issued?

No

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ..... Yes 🗹 No I have mere NOTOCICLU 7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ..... 🗌 Yes No No If yes, explain. 8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this 9. (a) Corporate/limited liability company applicants only: Insert state UT and date 6/24/22 of registration. (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes X No If yes, explain. 10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning 11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... 🗹 Yes 🔲 No 12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, No READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Scarcello Ideidi M.	Owner	11-23-2022
Signature	Phone Number	Email Address
Charles and Dis		
Stuganter		gma

#### TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk	
Date license granted	Date license issued	License number issued		

### Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

(Date)		(round on and, thag's roundern, to not entry)
Approved on by	(Signature of Proper Local Official)	Title
he character, record and reputation are s		
	PROVAL OF AGENT BY MUNICIP Clerk cannot sign on behalf of Mur	
O (Hor	me Address of Agent)	54405
		Date of birth
Stella Laucello	11-2	3-2022 Agent's age <u>4.3</u>
everages conducted on the premises for		
orporation/organization/limited liability c	company and assume full responsib	ility for the conduct of all business relative to alcohol
Heidi Marie Sc	ACCEPTANCE BY AGE	NT, hereby accept this appointment as agent for the
ing person who knowingly provides mater	rially false information in an applicatio	n for a license may be required to forfeit not more than
-140		icer / Member / Manager)
By: CAFO	(Name of Corporation / Orge	anization / Limited Liability Company)
	Weracruzana 1	LC
ace of residence last year _ <u>Abbc</u>	stord, WI	0
ow long immediately prior to making this	application has the applicant agent re	esided continuously in Wisconsin? <u>21 years</u>
applicant agent subject to completion of	f the responsible beverage server train	ning course? [] Yes \$ No CUready ha
7	corporate name(s)/limited liability con	
alcohol beverages conducted therein. I	s applicant agent presently acting in	that capacity or requesting approval for any corporation/ license for any other location in Wisconsin?
o act for the corporation/organization/limi	ted liability company with full authority	y and control of the premises and of all business relative
	(Home Address of Appointed Ag	ent) /
appoints	M. Scancello	
ocated at <u>IOFI Z OF</u>	uce St Suite	9
1011 8 500	(Trade Name)	0
corporation/organization or limited liabilit	ty company making application for an のののU2のNの LLC	alcohol beverage license for a premises known as
	(Registere	d Name of Corporation / Organization or Limited Liability Company)
City L City	member/manager of 10 M	enacruzana LLC
o the governing body of: 📈 Village	of Abbotsford	County of Marashon
the governing hadvet		

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### Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Γ	Individual's Full Name (please print) (last	name)	first name)	(	
	Sagage M.		1.	(middle	e name)
$\mathbf{F}$	Home Address (street/route)		idi	Ma	NC
1	NAME AND SS (STREET OUTS)	Post Office	Abhots	ford UT	Zip Code 54405
	Home Phone Number /	/	ge Date of Birth	Place o	- 0710 J
		4	12	$\overline{\mathcal{O}}$	·
L			5	00	DAD, LOWA
T	he above named individual provide		s a person who is (check	one):	
L	Applying for an alcohol beverage	e license as an <b>individual</b> .			
J.	A member of a partnership white A member of a partnership white A member / Manual A member / Manual	ch is making application for a	Weracruzo		eoffi Osmanizatian
	which is making application for a	in alcohol beverage license	(	tee classing company or wonpr	ont Organization)
		n an ann an tha ann ann ann an tharraichte ann an thairte ann an tha ann an thairte an thairte an thairte an t			
T	he above named individual provide	s the following information to	the licensing authority:		
1	. How long have you continuously	resided in Wisconsin prior to	this date? al 4	ears	
2	. Have you ever been convicted of	any offenses (other than traf	fic unrelated to alcohol t	Deverages) for	
	violation of any federal laws, any	Wisconsin laws, any laws of	any other states or ordin	nances of any county	
	or municipality?				Yes No
	If yes, give law or ordinance viola	ted, trial court, trial date and	penalty imposed, and/or	r date, description and	, <b>,</b> , , , , , , , , , , , , , , , , ,
	status of charges pending. (If more	e room is needed, continue on r	everse side of this form.)		
2	Are charges for any ofference		· · · · · · · · · · · · · · · · · · ·		
3	Are charges for any offenses pres	ently pending against you (c	other than traffic unrelate	d to alcohol beverage	is)
	for violation of any federal laws, a	ny wisconsin laws, any laws	of other states or ordina	ances of any county of	r /
	municipality? If yes, describe status of charges	nonding		• • • • • • • • • • • • • • • • • • • •	🗌 Yes 🖉 No
4	Do you hold, are you making appl	lication for or are you on offic	an disenten an anal d		
-	organization or member/manager	agent of a limited liability on	er, director or agent of a	corporation/nonprofit	
	beverage license or permit?	agent of a infined liability col	inpany holding or applyi	ng for any other alcoh	ol Ka
	If yes, identify.		• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	🗌 Yes 🔏 No
		(Name.	Location and Type of License/Per	mill	
5.	Do you hold and/or are you an off	cer, director, stockholder, an	ent or employe of any or	orson or corneration	
	member/manager/agent of a limite	d liability company holding	anniving for a wholese	alson of corporation of	Dr
	brewery/winery permit or wholesa	le liquor, manufacturer or rec	tifier permit in the State	of Wiecepein?	The this
	If yes, identify.		and permit in the State	or wisconsin	···· Ves No
		of Wholesale Licensee or Permittee)			
6.	Named individual must list in chro		01/050	(Address By City and	d County)
	Employer's Name	Employer's Address	oyers.	1	
	11 11:000	11 1110	Spruce Style	Employed From	TO D and
	Employer's Name	Employer's Address	spicesuite	y Jan 2021	Westert
	La Veracrimano		100 01	Employed From	To
	her ve au ungara	201E Spri	ill ST	Jan 2021	Jan 2022

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



THIS AGREEMENT is made and entered into this day of , 20 , by and between J&M Displays, Inc., an Iowa corporation, having its principal placed of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and ABBOTS FORD WT- hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the  $\frac{4625.00}{100}$ program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as <u>Exhibit A</u>. The display is to take place on the evening of 2-4, 20-4 at approximately DARK p.m., weather permitting.

### IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### I. **FIRING OF DISPLAY**

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
  - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
  - ii. Protection of the display area by roping off or similar facility;
  - iii. Adequate police or security protection to prevent spectators from entering the display area; and
  - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a C. barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.
- II. <u>PAYMENT</u>. 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 shall be due and payable within fifteen (15) days after the date of the balance of \$ fireworks display. A service charge of one and one-half percent (1 1/2 %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. 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.

\$\_<u>4625.00</u> in full by <u>ANDIC 30 3023</u>(70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.

\$\_\_\_\_\_\_ in full by \_\_\_\_\_\_ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

#### III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional  $\bigcirc 5\%$   $\bigcirc 10\%$  15% (check one) bonus product for this display.

#### IV. POSTPONEMENT/CANCELLATION

- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

#### V. INSURANCE and LIMITATIONS OF LIABILITY

a. 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 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.

The Seller 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's fees that

J&M Displays

Fireworks Display Agreement 12/2/2022

Page 2 of 3

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for 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/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.
- VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER	BUYER	a manager of the same for the same and
BY: Y/W/W/W. Bushes ROLE: SALESMEN	BY: ROLE:	
J&M Displays, Inc.	ENTITY:	

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.

J&M Displays

Fireworks Display Agreement 12/2/2022



### **Main Event**

Multi-shell Barrage Units Quantity Name	5 <b>.</b>		
1 Five changing effect cake 100 shot	Rising Effect	Price	Total
1 Silver Spinners to Red & Blue 49 shot		\$216.00 \$216.00	\$216.00 \$216.00
Category Shell Count: 149			\$432.00
2.5 Inch Color Shells			
Quantity Name	Rising Effect	Price	Total
Asst Z of 10 triples (30 shells) of J&M Brand shells HAND FIRE		\$210.00	\$210.00
Category Shell Count: 30			\$210.00
3 Inch Salutes			
Quantity Name	Rising Effect	Price	Total
5 Silver sparked salute with silver tail	silver tail	\$11.30	\$56.50
Category Shell Count: 5			\$56.50
3 Inch Color Shells			
Quantity Name	Rising Effect	Price	Total
1       3" SILVER CHRYS.         2       3" Shell Pink         3       CHANSHAN SHELL - Mixed color peony         1       3" ASSORTED SHELLS W/TAIL D		\$14.10 \$14.10 \$14.10 \$1,080.00	\$14.10 \$28.20 \$42.30 \$1,080.00
Category Shell Count: 78			\$1,164.60
3 Inch Special Effect Shells			
Quantity Name	Rising Effect	Price	Total
<ol> <li>3" Color peony with red spinner (Cylinder)</li> <li>3" Red white blue with titanium salute (Cylinder)</li> </ol>		\$31.70 \$31.70	\$31.70 \$31.70
Category Shell Count: 2			\$63.40
4 Inch Color Shells			
Quantity Name	Rising Effect	Price	Total
<ul> <li>4" BLUE PEONY</li> <li>4" Dispark Chrys</li> <li>4" TANGERINE PEONY</li> <li>4" YELLOW PEONY</li> <li>4" SILVER VEONY</li> <li>4"GOLDEN WAVENEW GRASS GREEN</li> <li>4"GLDEN WAVENEW GRASS GREEN</li> <li>4"SILVER PEONY</li> <li>4"SILVER WAVE PINK</li> <li>4"SILVER WAVE PINK</li> <li>4"SILVER WAVENEW GRASS GREEN</li> <li>4"YELLOW TO WHITE PEONY</li> <li>Crown to glittering</li> <li>Glittering silver to blue and red chrysanthemum</li> <li>Gold willow with color pistil</li> <li>Lemon Dahlia</li> <li>Purple peony with orange pistil</li> </ul>	Gold tail Gold tail	\$34.10 \$34.10	\$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20 \$68.20

Proposal #: 23512 Designed on: 2023-02-17 16:48:18 Printed on: Fri Feb 17 10:48:24 2023 Page: 1 of 4

18064 170th Avenue, Yarmouth, Iowa 52660-9772

1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



### **Main Event**

4 In	ch Color Shells Continued			
Quar	ntity Name	Rising Effect	Price	Total
3 3 2	Two color dahlia assorted Wave to variegated Willow to Red White and Blue	Silver tail Gold tail	\$34.10 \$34.10 \$34.10	\$102.30 \$102.30 \$68.20
Cate	gory Shell Count: 40			\$1,364.00
Secti	ion Shell Count: 304			
		Finales		
2.5	Inch Finales			
Quar	tity Name	Rising Effect	Price	Total
6	Red white and blue 10 Shot finale chain		\$126.00	\$756.00
Categ	gory Shell Count: 60			\$756.00
Sect	ion Shell Count: 60			
	Mis	cellaneous		
Igni	ition Items			
Quan	tity Name	Rising Effect	Price	Total
6	Fireworks port fire 30 minute Spikeless Waxed (0730)		\$0.01	\$0.06
Categ	gory Shell Count: 0			\$0.06
Secti	ion Shell Count: 0			
	8% Free f	or Early Payment		
Mul	lti-shell Barrage Units			
Quan	tity Name	Rising Effect	Price	Total
1	Thunder King 100 shot		\$216.00	\$216.00
Categ	gory Shell Count: 100			\$216.00
3 in	ch Color Shells			
Quan	ntity Name	Rising Effect	Price	Total
1 1 1	Crackling Nishiki Kamuro Gold Spangle chrysanthemurn with crackling Magenta sky blue and lemon dahlia with white glitter pistil	Crackling tail Large Brocade tail Crackling tail	\$28.10 \$28.10 \$28.10	\$28.10 \$28.10 \$28.10
	gory Shell Count: 3			\$300.30
Conti	on Shall Courts 403			

Section Shell Count: 103

### 15% Free for Loyalty Program

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### 15% Free for Loyalty Program

Mu	lti-shell Barrage Units			
Quar	ntity Name	Rising Effect	Price	Total
1 1 1	RWB & whistles, whistle to report volley Finale 49 shot Colorful comets whistles to crackling with crackling finale 100 shot Golden tail to golden wave time rain 49 shot fan		\$110.00 \$216.00 \$216.00	\$110.00 \$216.00 \$216.00
Cate	gory Shell Count: 198			\$542.00

Section Shell Count: 198

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This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$4,046.56	Total Shot (	Count:	665
Discount:	\$555.31	Packing C	heck:	76
Subtotal Fireworks:	\$3,491.25	Date of Di	splay:	07/04/23
Sales Tax:		Customer Nur	nber:	10224
Local Sales Tax:				
Insurance Processing:	\$462.50	Summary o	f Free	e Items Added to Your Show
License and Permit:				ges for a Listing of Free Items
Shoot Fee:	\$440.00			d on the \$3,491.25 Fireworks Subtotal
Delivery:	\$231.25	\$300.30	90/ Er	ee for Early Payment
Musical Firing:				
Shoot Cost:		\$542.00	15% F	ree for Loyalty Program
Equipment Rental:		\$842.30	Total F	Free
Barge/Pontoon Fee:		Total Value of Sh	ow is \$6	022.61. Your Price is \$4,625.00
Total Price of Show:	\$4,625.00			

### Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

\* 2022 Price was \$4,625

\* 2023 Budget-\$4,625

Proposal #: 23512 Designed on: 2023-02-17 16:48:18 Printed on: Fri Feb 17 10:48:24 2023 Page: 4 of 4

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### Skid Pro Attachments

PO Box 982 Alexandria, MN 56308 US +1 8773784642 sales@skidpro.com www.skidpro.com



## Quote

ADDRESS Craig Stuttgen Abbotsford Municipal Garage 1001 E Elm St Abbotsford, WI 54405

### SHIP TO Craig Stuttgen Abbotsford Municipal Garage 1001 E Elm St Abbotsford, WI 54405

### QUOTE # 334823 DATE 02/14/2023 EXPIRATION DATE 02/21/2023

<b>SHIP VIA</b> LTL	<b>PHONE</b> 715-613-9444	SALES REP James		EMAIL dpw@ci.abbots	sford.wi.us
ACTIVITY			QTY	RATE	AMOUNT
Carrier Machine BOBCAT T450			1		0.00T
<b>765-01-0001-60</b> 60" HD 3 Blade Open 3 Blades, 262 lbs Flyw	Front Brush Cutter /heel, 4" Cutting Capacity -	2 Year Warranty	1	6,895.00	6,895.00T
<b>FFC</b> Flat Face Couplers - S	Standard 1/2"		1	95.00	95.00T
<b>Shipping</b> Shipping – Business A	Address w/ Loading Dock of	r Freight Terminal	1	350.00	350.00T
<b>Discount</b> Municipality Discount			1	-600.00	-600.00T
		SUBTOTAL TAX TOTAL		\$	6,740.00 0.00 <b>6,740.00</b>

Accepted By

Accepted Date



### City of Abbotsford, WI

### **CLIENT LIAISON:**

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

### DATE:

March 6, 2023



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

MSA has prepared a deduct Change Order No. 1 to reflect the deduction of inlets and sizing of the inlets as part of the contract. The City will be providing and installing a project sign that states the project is funded by the Bipartisan Infrastructure Law as required by the SDWL. Haas is planning to start the project around mid-April and has been asked to prepare a schedule. The pre-construction meeting will be scheduled based on the contractors schedule likely around the last week in March or the first week in April.

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

Clark County plans on raising the communication dishes this month. The County's goal is to have the dishes out of the way for tank rehabilitation by Friday, March 24. Viking Paining plans to move on site to start work in April as weather permits. They will begin by installing the hydropneumatic tank to help maintain pressure in the water distribution system and install the containment system around and over the water tower to contain existing coatings, blast materials, and air born paint.

#### ABBOTSFORD WELL RECONDITIONING MSA PROJECT #07681057

CTW plans on starting the well rehabilitation this spring as weather permits.

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

The jury is still out on the two test wells that produced water. One of the two test wells that produced water was hydrofracked but has not been test pumped. The second test well that showed promise was not hydrofracked since loose rock slid into the test hole and plugged it. The well driller is currently working to open the test hole. If the well driller is successful, then this test well will be hydrofracked. CTW plans on test pumping the test wells once both wells are hydrofracked.

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

No Update

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

The second Citizen Participation Hearing was held on February 6, 2023. The semi-annual CDBG Labor Data Reports and Summary Narrative Reports are due to the Department of Administration on March 25 and April 15, 2023 respectively. MSA will begin working on those in March and submit.



### **Change Order**

No. 1

Date of Issuance:	February 14, 2023	Effective Date:	February 14, 2023	
Project:		Owner:	Owner's Contract No.:	
		The second	Owner's Contract No	
Cedar Street Rec	onstruction (2nd Ave to 3rd Ave)	City of Addottsford		
Contract:			Date of Contract:	
City of Abbottsfor	d - Cedar Street Reconstruction (	(2nd Ave to 3rd Ave)	January 19, 2023	
Contractor:	54		Engineer's Project No.:	
Haas Sons, Inc.	· · · · · · · · · · · · · · · · · · ·	•	07681048	

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

Description:

- 1. Eliminate four (4) 30-Inch Nyloplast Storm Structures (5,7,9,15) at \$6,150.00/Structure = (\$24,600.00)
- Change the size of 30-Inch Nyloplast Storm structures (2,8,13,14) to 24-Inch Nyloplast Storm structures reducing the cost per inlet from the bid price of \$6,150.00 to \$5,350.00/Structure x4 = \$21,400.00 (\$800 less per structure and reduction in contract value of \$3.200)

#### Attachments (list documents supporting change):

The City decided to reduce the design year storm event from a MSA recommended capacity of a 10 year storm event to a lesser storm based on discussion at the January 18, 2023 Council meeting packet exhibit prepared showing the stormwater that would bypass the limits of improvements for the project.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:				
Original Contract Price:		Original Contract Times:	Working days	🛛 Calendar days	
		Substantial completion (da	ays or date): July 14, 2023		
\$ <u>644,205.00</u>	Ready for final payment (c	days or date): <u>July 28, 2023</u>			
[Increase] [Decrease] from previously approved Change N/A	Orders	[Increase] [Decrease] from p N/A	previously approved Change Or	ders	
		Substantial completion (da	ays):		
\$ <u>N/A</u>		Ready for final payment (d	lays):		
Contract Price prior to this Change Order:		Contract Times prior to this C	Change Order:		
		Substantial completion (da	ays or date): <u>July 14, 2023</u>		
\$ <u>644,205.00</u>		Ready for final payment (o	days or date): <u>July 28, 2023</u>		
Decrease of this Change Order:		[Increase] [Decrease] of this	Change Order: N/A		
		Substantial completion (da	ays or date):		
\$ <u>(27,800.00)</u>	Ready for final payment (days or date):				
Contract Price incorporating this Change Order:		Contract Times with all appre			
		Substantial completion (days or date): July 14, 2023			
\$ <u>616,405.00</u>		Ready for final payment (	days or date): <u>July 28, 2023</u>		
RECOMMENDED:	ACCEPT	ED:	ACCEPTED:	11001	
By: / Southett	By:	(Authorized Signature)	By:	horized Signature)	
Date: <u>2/20/2023</u> Approved by Funding Agency (if applicable):			M')(	20-2023	
Date:					



			Date:	2/20/2023		
	Haas Sons Inc.		TO:	Abbotsford		
	203 East Birch St.		ATTN:			
	Thorp, WI. 54771		JOB:	Cedar Street F	Reconstru	ction
			PH:			
TEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	т	OTAL
	Change Order #1					
Add	2' x 3'/24" PVC/Ductile Iron Storm Inlet	EA	4.00	5,350.00	\$	21,400.00
Deduct	2' x 3'/30" PVC/Ductile Iron Storm Inlet	EA	(4.00)	6,150.00	\$	(24,600.00)
	Total Change Order #1				\$	(2 200 00)
					φ	(3,200.00)
		-				

Authorized Signature

Daas

Contractor

Date 02-20-0023

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

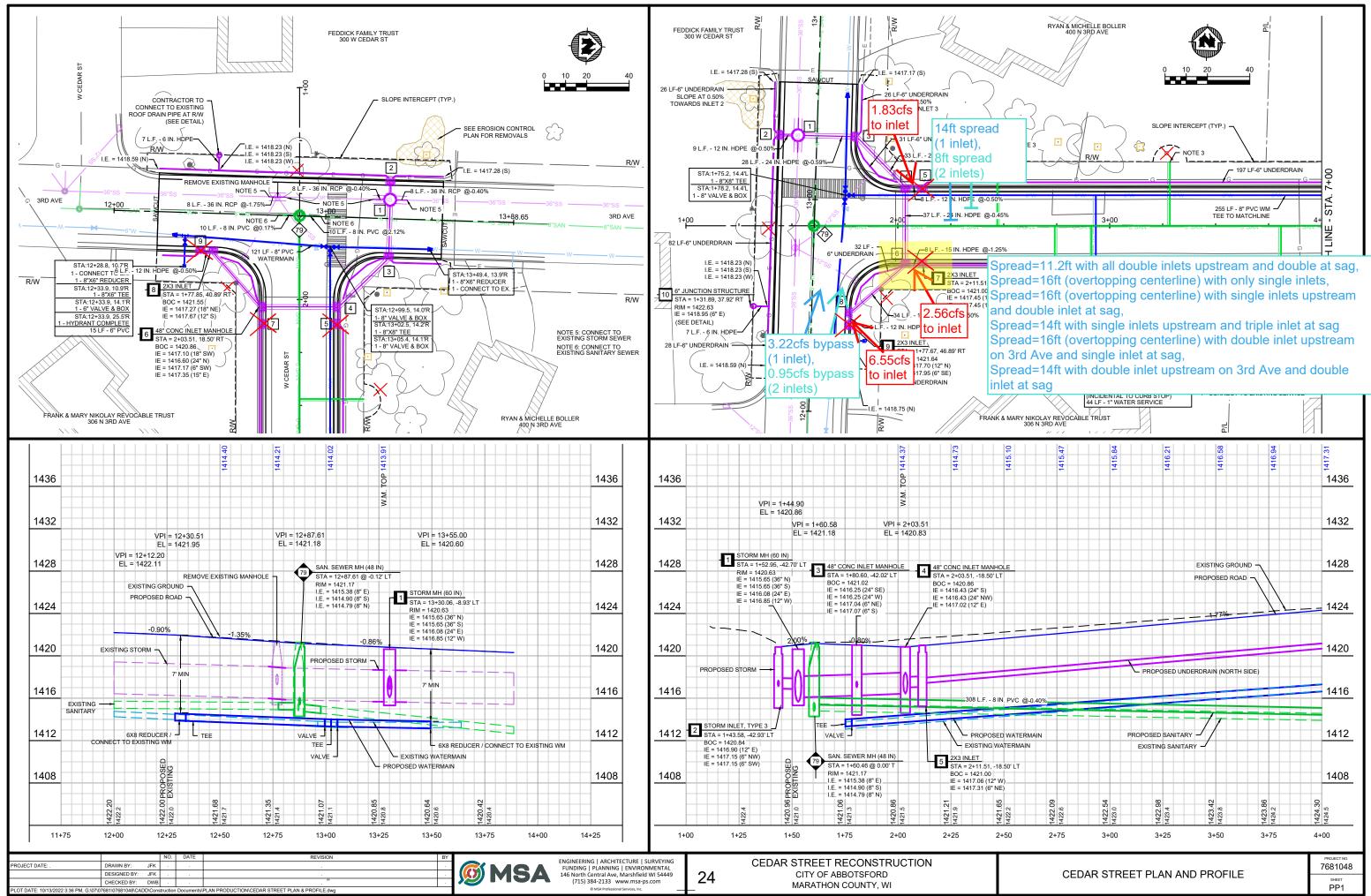
Balance due 30 days from receipt of invoice. Any amount not paid within 30 days will be assessed at the periodic rate of 1.5% per month, which is an annual rate of 18%. If legal action is necessary, I hereby agree to pay all legal fees incurred

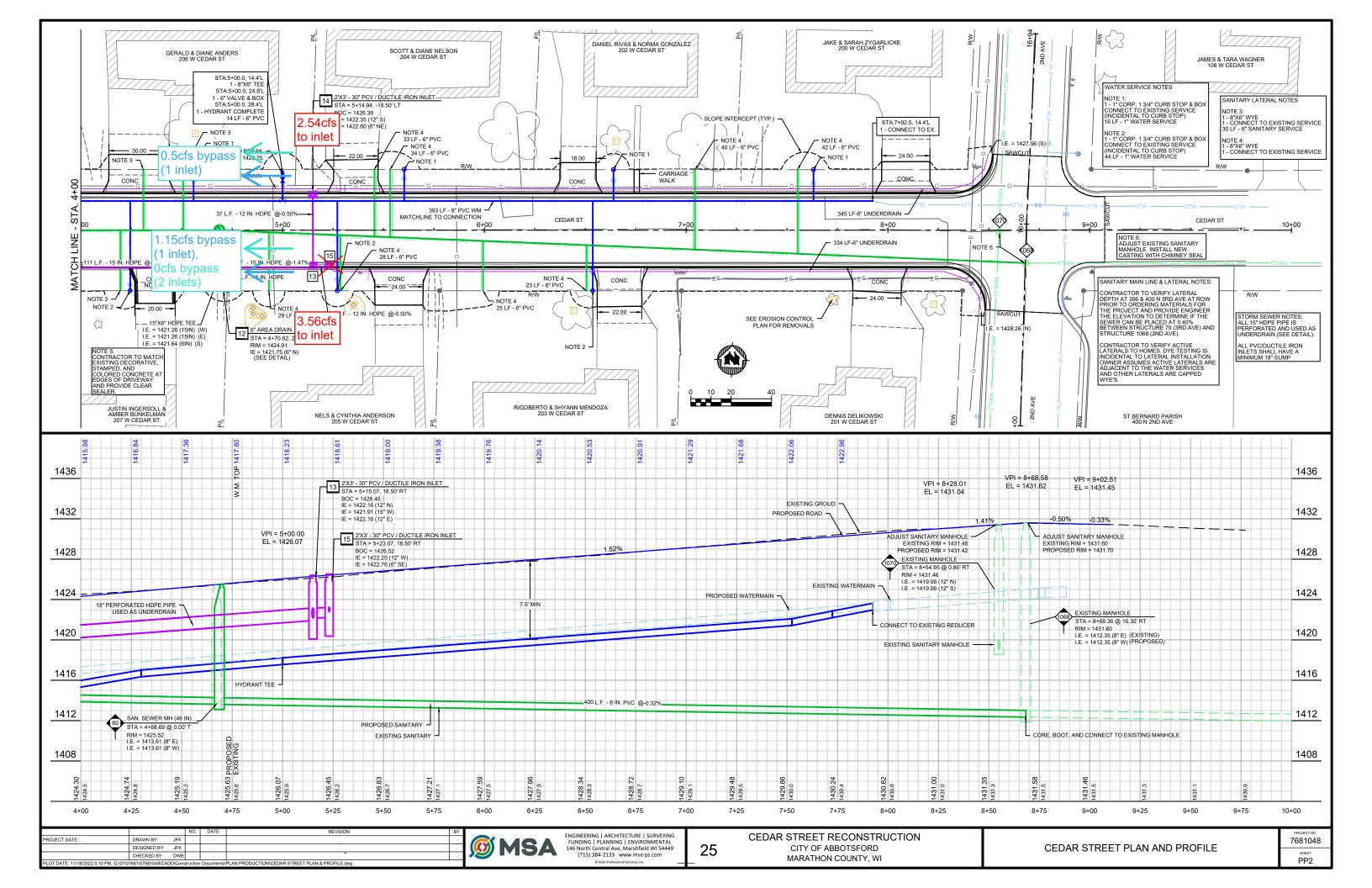
Authorized

Signature \_

Owner

Date \_\_\_\_





### RESOLUTION NO. 2023-3 CITY OF ABBOTSFORD MARATHON & CLARK COUNTIES, WISCONSIN

### Amendment to 2023 Budget

**WHEREAS,** there is a need to amend the 2023 Budget to reflect actual income and anticipated expenses relating to the 2023 Budget.

**NOW THEREFORE,** the City Council of the City of Abbotsford, Marathon & Clark Couties, Wisconsin does hereby resolve:

That the amendment of the 2023 Budget as set forth below is hereby authorized and approved.

Account Number	Description	2023 Adopted	2023 Amended	
100-48999 PY ROLL OVERS		-	7,000.00	
100-53100-230	MACH/EQUIP/VEHICLES	50,000.00	57,000.00	

**IN WITNESS WHEREOF,** said Resolution was duly adopted by the Common Council of the City of Abbotsford at its meeting on the 6<sup>th</sup> day of March 2023, by a vote of \_\_\_\_\_ in favor and\_\_\_\_\_ opposed.

CITY OF ABBOTSFORD

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

James Weix, Mayor

ATTEST:

Josh Soyk, Administrator

ADOPTED:\_\_\_\_\_ APPROVED:\_\_\_\_\_