

City of Abbotsford

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

City Hall (715) 223-3444

Fax (715) 223-8891

AGENDA FOR THE COUNCIL MEETING TO BE HELD

Monday, March 4, 2024, at 6:00 P.M.

IN THE COUNCIL CHAMBERS OF THE ABBOTSFORD CITY HALL
203 NORTH FIRST STREET, ABBOTSFORD WI

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

1. Call the Regular Meeting to Order
 - a. Meeting Posted According to State Statutes
 - b. Roll Call
 - c. Pledge of Allegiance
2. Comments by the Mayor
3. Comments by the City Administrator
4. Comments by the Public- 2 Minute Time Limit
5. Minutes from the City Council Meeting held February 5, 2024
 - a. Waive the reading and approve/disapprove the minutes (pgs. 3-5)
6. Fire Department Update
7. Police Department Update (pgs. 6-7)
8. Library Update (pgs. 8-22)
9. Approve/Disapprove Library Board Reappointments (pg. 23)
10. Public Works Update
11. Water/Wastewater Update
12. MSA Update (pgs. 24-25)
13. Approve/Disapprove Operator's License (pg. 26)
14. Approve/Disapprove Election Inspectors (pg. 27)
15. Approve/Disapprove Bid for Crack Sealing (pgs. 28-29)
16. Approve/Disapprove Detour Agreement with the Wisconsin DOT (pgs. 30-33)
17. Approve/Disapprove Increasing the Size Limit for Temporary Signs (pg. 34)
18. Approve/Disapprove Fireworks Display for the 4th of July (pgs. 35-45)
19. Approve/Disapprove a Conditional Use Permit for First City Storage LLC. (pgs. 46-49)
20. Approve/Disapprove Vacating Part of Lot 3 of CSM # 5765 (pgs. 50-51)
21. Approve/Disapprove Certified Survey Map for Northcentral Land Surveying, LLC. (pgs. 52-53)
22. Discuss/Recommend Developer's Agreement with First City Storage LLC. (pgs. 54-57)
23. Discuss/recommend convening to closed session pursuant to State Statute 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds,

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.

or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the purpose of discussing potential land sale/selling price.

24. Convene to open session.

25. Discuss/recommend items if any from closed session.

26. Approve/Recommend Developer's Agreement with The Milburn Group, LLC

27. Next Meeting Dates- Wednesday, March 20, 2024 & Monday, April 1, 2024

28. Future Agenda Items-No Action Will Be Taken

29. Adjourn

Minutes from the Abbotsford City Council Meeting held Monday, February 5, 2024, in the Abbotsford City Hall Council Chambers.

Mayor Weix Called the Council Meeting to Order at 6:00 PM

Meeting was Posted According to State Statutes

Roll Call: Rachu, Podevels, Flink, Diedrich, Read, Zeiset, Weideman, Espino.

Pledge of Allegiance – Held

Others Present: Administrator Josh Soyk, DPW Craig Stuttgen, Library Director Jochimsen, Neal Hodgen (Tribune Phonograph), Dan Borchardt (MSA Engineering)

Comments by the Mayor – None.

Comments by the City Administrator- Administrator Soyk stated the city will be getting the 11 lots in the Schilling Sub-Division back within the next few weeks. There is someone interested in those lots for the purpose of building duplexes. Soyk stated that the building inspector inspected two homes and the owner was issued a repair or raze order for both houses. He will have 60 days to repair or raze the homes.

Comments by the Public- None.

Minutes from the City Council Meeting held January 17, 2024- Motion to approve as read by *Flink/ Read. Unanimous.*

Fire Department Update- The fire commission approved the current bills in the amount of \$21,252.34. The checking account has a balance of \$132,772.30, the money market account has a balance of \$261,590.17, and the certificate of deposit has a balance of \$310,441.42.

Library Update- Library Director Jochimsen stated that the library board discussed printer costs and decided not to increase the charges to customers. There are several youth programs coming up. Circulation has been down the past few months, but January is back up to where it normally is.

Public Works Update- DPW Stuttgen stated that the crew has been working on updating the GIS mapping system. Stuttgen has been working on updating capital improvements such as the age of water mains in the GIS mapping system. Stuttgen stated that the Christensen Foundation donated towards improvements at the baseball field. The city crew will be pouring concrete in the batting cage for the installation of astro-turf.

MSA Update- Dan Borchardt from MSA Engineering updated the council on several projects. Clark County ranked the submitted LRIP projects prior to submitting them to the state for review and the 5th Street project came in behind Greenwood and Colby. The project is on hold until the LRIP awards are announced in April-May. The topographic survey for 1st Street is complete. MSA recommends creating a main street committee. MSA is coordinating with Viking Industrial Painting on paperwork for the DNR to close out the elevated reservoir rehabilitation project. CTW Corporation submitted a final pay application and change order for the well reconditioning project. The change order is a deduction from the original contract price. DNR approved the plans and specifications for the well

construction project. MSA provided building inspections for 309 N. 2nd St. and 205 S. 4th Street. A raze or repair order was issued for both homes.

Water/Sewer Update- Water/Wastewater Supervisor Soyk stated that well 17 went down over the weekend and he is working with CTW Corporation to get it repaired.

Approve/Disapprove Operator's License- Motion to approve by *Diedrich/ Flink*. Opposed: *Zeiset*. Motion carried 7-1.

Approve/Disapprove Purchase of a 2024 Peterbilt 548 Plow Truck in the Amount of \$205,000- DPW Stuttgen stated that the current plow truck is 23 years old and is at the end of its life. This truck is very similar to the Mack truck the city purchased a few years ago. Stuttgen stated that the truck is in Council Bluffs, Iowa. Stuttgen called the Peterbilt dealer in Eau Claire to see if he could get the same truck and they said they could get the truck but could not guarantee the same price and we would have to find someone to install the box and plow. Stuttgen stated that Monroe Truck is 1-2 years out on box and plow installations. Administrator Soyk stated that there is \$51,000 in the equipment savings account, \$50,000 in the public works budget, and \$60,000 in the water budget for this. There would have to be budget amendments to rollover funds from the 2023 public works budget and to move \$30,000 from the capital improvement budget to the equipment fund. There would still be approximately \$300,000 in the capital improvement fund. Motion to approve by *Weideman/ Rachu*. *Unanimous*.

Approve/Disapprove Police Chief Retirement Gift- Motion to approve purchasing a retirement trunk for Chief Bauer by *Rachu/ Podevels*. *Unanimous*.

Approve/Disapprove Policy Awarding a Gift for Retiring Employees- Administrator Soyk stated that the current policy set the max gift amount at \$350 for any retiring employee that worked for the city for at least 25 years. John Smith was the last employee to retire. John worked for the city for 15 years and the council gave him a retirement gift in the amount of \$250. Soyk recommended handling each retirement on a case-by-case basis. Motion to award retirement gifts on a case-by-case basis with each retiring employee by *Flink/ Read*. *Unanimous*.

Approve/Disapprove Police Chief Retirement Gift- The council reviewed a few gift ideas for Chief Bauer but decided to wait until more council members were present to decide which gift to get him.

Approve/Disapprove a TIF Incentive for Witmer Furniture, LLC- Administrator Soyk stated that Witmer Furniture LLC added a 20,000 square ft addition to their business. This will generate approximately \$209,560 in tax increment over the life of the TIF. They are asking for 20% of the new increment as a TIF incentive to use towards future projects. The recommendation from the Plan Commission was to approve the TIF Incentive for Witmer Furniture LLC in the amount of \$41,912. Motion to approve by *Diedrich/ Read*. *Unanimous*.

Approve/Disapprove Change Order #5 for CTW Corporation- This is a decrease of \$52,623.40 from the original contract amount. Motion to approve by *Rachu/ Flink*. *Unanimous*.

Approve/Disapprove Pay Application #4-Final for CTW Corporation- The well rehabilitation project came in under the contract price by \$22,150.40. Motion to approve by *Rachu/ Zeiset*. *Unanimous*.

Approve/Disapprove Resolution 2024-1, Amendments to the 2023 Budget- Administrator Soyk stated that the overall budget for the general fund did increase by approximately \$48,000 but there is \$128,842.71 more revenue than expenses. Motion to approve by *Zeiset/ Espino*. *Unanimous*.

Next Meeting Dates- Tuesday, February 20, 2024 (If needed) & Monday, March 4, 2024

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

Adjourn- Motion to adjourn by *Diedrich/ Flink*. The city council adjourned at 6:25 PM.

Colby/Abbotsford Police Commission Meeting

February 12, 2024

6:30 P.M.

The Colby/Abbotsford Police Commission (CAPC) meeting was called to order by President Todd Schmidt at 6:30 p.m. at the Colby/Abbotsford Police Department (CAPD). Members present were: Todd Schmidt, Randy Hesgard, Dan Hederer, Mason Rachu, Sarah Diedrich and Roger Weideman. Also present were Police Chief Alex Bowman, Officer Christian Lemay, Officer James Wagner, Colby Mayor Jim Schmidt, Abbotsford Mayor Jim Weix and Neil Hogden of the Tribune-Phonograph.

Comments from the Public: Lieutenant James Wagner (former K9 Officer) and K9 Dodge were recognized for their efforts on behalf of the CAPD. Dodge was being retired that day after 7 years of fine service. Chief Bowman said Dodge had been deployed 520 times in his career, which resulted in 354 arrests. He said due to Dodge's service, various categories of drugs had been taken off the streets. Dodge was deployed five times in January 2024, resulting in one arrest.

Minutes from the January 8, 2024 Meeting: Motion was made by Hederer, seconded by Rachu to approve the minutes from the January 8, 2024 meeting as presented. Motion carried with a voice vote.

Expenditures: Motion was made by Hesgard, seconded by Diedrich to approve January expenditures as presented in the amount of \$84,129.94, which included purchase of a squad car. President Schmidt said Chief Bowman, the Colby City Clerks and Police Secretary Jessica Weich were working together to update the method of processing invoices and expenses on a weekly basis. Motion carried with a voice vote.

Expenditure of \$6,448.48 for Full Setup on 2024 Durango: Motion was made by Hederer, seconded by Rachu to approve the expenditure of \$6,448.48 for the full equipment setup on the 2024 Durango as presented. Chief Bowman said some updates were needed on the equipment to be transferred from the former squad car. He said some components didn't fit properly, the light bar had to be replaced and the radio was upgraded to a Motorola. Other costs have gone up. Motion carried with a voice vote.

Expenditure of \$15,000 for New K9/K9 Officer Training: Motion was made by Rachu, seconded by Hesgard to approve the expenditure of \$15,000 for New K9 Officer/Officer Training. President Schmidt said there was currently \$36,179 in the K9 Designated Fund. Chief Bowman said the all-inclusive training was scheduled March 11-April 12. He said K9 Officer Eric English was matched up with a Dutch Shepherd breed dog from Czechoslovakia. Motion carried with a voice vote.

Chief's Report: Chief Bowman said overtime expense was up in January. He said it "had been a little crazy" due to some big calls, including domestic incidents, a stabbing and a suicide in

Shortner Park. "All our officers are great, they all work hard and they all get along with each other," Chief Bowman said. He said Officer Noemi Fuentes-Ramirez Ana would be assigned to her own squad car next week. He said she had a good personality and was doing a good job. She speaks fluent Spanish, which has also been an asset. Chief Bowman said Officer Kaden Goodwin began training with Officer Lemay on Feb. 6. Chief Bowman said Officer Goodwin was a good fit for the CAPD. SRO Officer Brandon Nelson was being assigned full-time to the Colby School District starting the week of February 19. His regular shift is 7:30 am-3:30 pm Monday-Friday. He will also be asked to be visible at dances, athletic events, etc. Chief Bowman said Computer TR, the clerks at the city halls and Police Secretary Jessica Weich had all been very helpful in the police chief transition. Hederer said he appreciated the job everyone was doing on behalf of the CAPD. There were 776 total CAPD activities reported for the month of January 2024, compared to 787 total activities for the first month of 2023.

Meeting Date for March, 2024: The next CAPC meeting will be held at 6:30 p.m. on Monday, March 11, 2024, at the Colby-Abbotsford Police Department.

Meeting Adjournment: Motion was made by Hederer, seconded by Diedrich to adjourn the meeting at 6:48 p.m. Motion carried with a voice vote.

ABBOTSFORD PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

www.abbotsfordpl.org

REGULAR MONTHLY MEETING: Meeting /Feb. 21th / 5:00 PM

ATTENDEES:

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

Call to order: 5:03 pm

Reading of the minutes from previous meeting: Read and approved with the correction of date on the Agenda. Dukelow/Giffin.

Public Comment: Espino gave highlights from latest City Council meeting.

Old Business:

- Printing Costs – Some of the local library are raising printing costs. Abby currently charges 10 cents for a B&W print and 25 cents for a color print. The library has seen an increase in printing. The Abby Library's current contract is through Bauernfeind. The contract covers 15,000 B&W copies. In 2023 the library printed 20,560 B&W copies at a rate of \$.022 per page. There is no coverage for color and the library pays \$.074 per page. In 2023 the library printed 2,340 color pages. The 2022 total color pages was 1,081 and the B&W was 18,779. The director does not want to raise costs that this time but wants to monitor printer use. The director stressed that printing services brings many people into the library doors who would not otherwise use the library and is also a need service for lower income families. Staff will try to reduce our own printing. Board was fine with monitoring the issue and suggested that if the library were to consider raising prices to just raise the cost of color printing.
 - Colby is raising from .20 to .25 for B&W, keeping \$1 for color.
 - Greenwood is .10 for B&W, up to \$1 for color depending how much color there is.
 - Neillsville is .25 for both and if you bring your own paper it's .15.
 - Granton is raising to .20 for B&W, keeping .50 for color.
 - Loyal is .10 for B&W, .25 for color, but is bringing the issue to their next board meeting.
 - Dorchester is .10 for B&W, .25 for color.
 - Medford .10 for B&W, \$1 for color
- Finance program/webinar-Director would like to host a program that would educate adults on finances. There is a possible webinar through Nicolet bank that we could offer. The Board thought that Forward Bank might have a program and suggested the Director give them a call.
- Book club Author- Library Staff, J. K., is in the process of setting up a virtual book talk with an author that is the Library's Book Club will be reading latter this year. The book is Becoming Mrs. Lewis by Patti Callahan.
- April Author: There is a children's author that the library could bring in during Spring Break, the last weekend of March. If the library does this, contact the school so they can advertise the event.
- Summer Reading Planning
 - Board member Giffin will be bringing her dogs again for read to rover, the library would like to move the day that dogs come from Wednesdays to Tuesdays.
 - Two presenters booked at this point
 - Travis Wagner, a motivationalist speaker who brings in a hot air balloon that will be partially inflated for children to walk into. June 12th at 6pm.
 - Glen Gerard, July 10th at 6pm, magic show.
 - Summer School
 - Board member Bittner stated that the K and 1st grade summer school classes would like to continue to walk to the library on Fridays for storytime/craft.
 - Donation
 - The summer reading program will be cover by a generous donation from the Shortner Foundation.
- 2024 Holidays – Board moved to revisit the Christmas Eve hours in Sept, looking at a closing time of noon.
 - First Closed Summer Saturday: Saturday, May 27th: Closed
 - Memorial Day: Monday, May 25th: Closed
 - Independence Day: Thursday, July 4th : Closed
 - Labor Day: Monday, September 2nd: Closed

- Thanksgiving: Thursday, November 28th: Closed
- Black Friday: Friday, November 29th: Closed
- Christmas Eve (half day): Tuesday Dec. 23rd. Open, 9-2pm
- Christmas: Wednesday, December 25th: Closed
- New Year's Eve (half day/close early): Tuesday, Dec. 31st
- New Year's Day 2025: Wednesday, January 1st: Closed.

New Business

- Author Visit – Jake Jalapeno, Family Friendly presentation. To be held Saturday, April 13th at 10:30am.
- Annual Report: Reviewed the 2023 Annual Report. Giffin moved to approve, Archambo seconded. Passed.
- System Effectiveness: Library board stated that they are happy with WVLS. Dukelow moved to approve, Bittner seconded. Passed.
- School Visit: Bittner stated that the school librarian is out on maternity leave. However, the two date that she is looking at for a possible school visit for the purpose of introducing the children to the library and the upcoming summer reading program are May 14th or May 16th.

Election of Discuss Election of Officers: March Meeting

Reappointments: Letter Giving to City Hall, will be on the Feb. 21st City Hall Agenda.

- Up for reappointed in 2024: Dukelow, Hinrichsen

Treasurer's Report:

- 6% of Budget Spent

Bank Account Balances:

- **Jan 2024:** Forward (Building fund): \$42392.15 Forward Retirement: \$753.62, Nicolet: (Donor Specified Funds) \$54562.37
- **Dec 2023:** Forward (Building fund): \$42381.38, Forward Retirement: \$753.40, Nicolet: (Donor Specified Funds) \$49,411.78
- **Nov 2023:** Forward (Building fund): \$42370.58, Forward Retirement: \$753.18, Nicolet: (Donor Specified Funds) \$49,689.79

Circulation Report:

- Total Circulation: **Jan: 1853**
 - Past Circ: 2023: 1652 Jan. 1594 Jan. 2021: 1499 Jan. 2020: 2,500
 - Year to Date: Dec: 1,295 Nov: 1,508 Oct: 1598 Sept: 1362 Aug. 1977 July: 1723 June: 1725 May 1809 April: 1617 March: 1703 Feb. 1902 Jan: 1652
 - note: circulation periods changed in 2020, creating less need for renewals.
 - Circulation Break-down (does not include renewals):
 - Jan: Books: 1005, DVD: 232, Spoken Record: 28, Large Print: 72, Magazines: 64, Other: 60

Other Usage Report:

- Wireless Sessions: Jan: 173 Dec: 214 Nov: 227 Oct: 204 Sept: 172 Aug: 163 July: 209 June: 316 May: 195 April: 152 March: 149 Feb: 113 Jan: 117 Dec:128 Nov:154
- Overdrive E-material Checkout: Jan: 215 Dec: 171 Nov: 201 Oct: 233 Sept: 193 Aug: 200 July 205 June: 161 May: 138 April: 178 March: 252 Feb: 199 Jan: no data Dec:222 Nov:208
- Website Visits: Jan: 535 Dec: 319 Nov: 346 Oct: 452 Sept: 409 Aug: 445 July: 394 June: 288 May: 242 April: 276 March: 296 Feb: 266 Jan: 318 Dec:318 Nov:300
- Public Computer Uses in Jan: 110 Dec: 87 Nov: 106 Oct: 125 Sept: 108 Aug: 102 July: 118 June: 109 May: 125 April: 113 March: 123 Feb: 110 Jan: 83 Dec:90 Nov:110
- Monthly Reference:
 - Jan: 116 Dec: 68 Nov: 82 Oct: 112 Sept: 97 Aug: 94 July: 67 June: 54 May: 41 April: 52 March: 51 Feb:47 Jan:49 Dec:41 Nov:66
- Patron Count:
 - Jan: 788 Dec: 742 Nov: 694 Oct: 1138 Sept: 657 Aug: 1030 July:1063 June: 1077 May: 1136 April: 791 March: 972 Feb:739 Jan:713 Dec:618 Nov:812

Director Report

- Lent out some Candy Land Items to Pittsville Library with contract.
 - Dukelow moved to state that in the future the direction has discretion to lend out non-catalog library program items to other libraries.
- Update: Patron with odor issue has still been in, but not as frequently. The director called other libraries that the patron has used in the past, but they stated that the patron has not been at their libraries recently.
- Jan: Monthly Program total: 10 programs, 136 attendance
 - Discussed Speed Puzzle program and ways that could be used to make it a bigger event.

- Future/Current Programs Overview: (see newsletter)
 - Espino has offered to proofread the library's newsletter after the director uses Google Translate to make the newsletters available in Spanish.
 - Bunny Market: to be held instead of an egg hunt. To play we will ask that they check-out at least one children's book to help promote literacy and encourage new library card sign-ups.
 - Leap Day Party

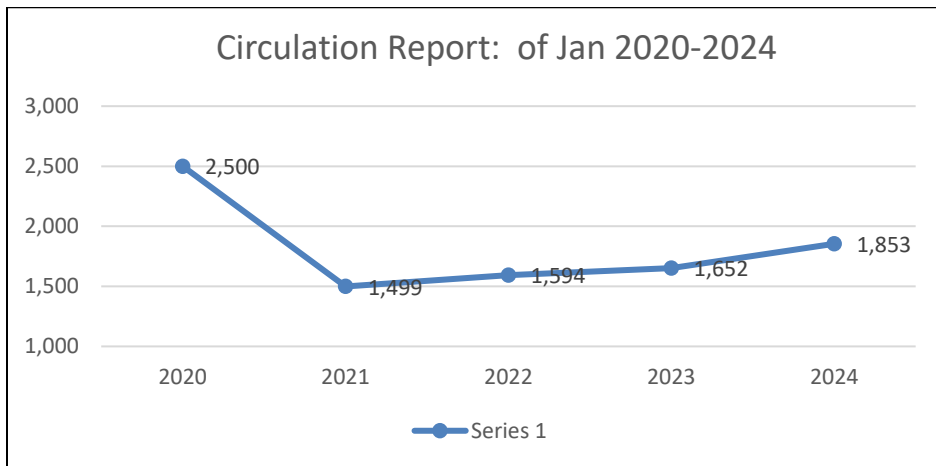
Staffing/Operating Issues:

Next meeting:

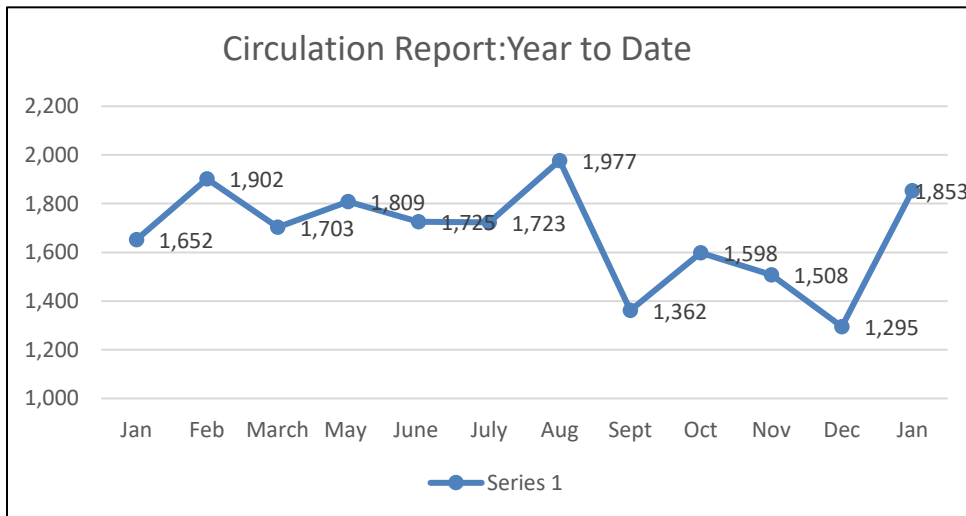
March 20th @ 5:00pm

Adjourn

Meeting Adjourned: Giffin/Bittner at 5:51pm



Summary (rank if applicable)	
Checkouts	1,461 (17)
Checkins	1,294 (17)
Renewals	392 (18)
Total Circulation	1,853
Items Borrowed	230 (24)
Items Lent	410 (18)
Net Difference	180
% Locally-owned Checkouts	84.26%
New Patrons	6 (17)
New Items	199 (10)
Pharos Sessions	110 (5)
Wireless Sessions	173 (18)
Overdrive Checkout	215 (24)
Website Visits	535 (16)



Date	Time	Duration	Local Event Name	Target Audience: Young Child (0-5), Child (6-11), Young Adult (12-18), Adult (19+), General Interest (all ages)	Group Attending (program) or Individual Participants (self-directed activities)	Format: In-person; Live, virtual; or Pre-recorded	If group attending, then number of attendees	If self-directed, then number of individual participants
1/31/2024	all day	9 hours	National Hot Coca Day	General Interest (all ages)	Individual Participants	In-person		22
1/25/2024	2pm	1 hour	Computer 101	Adult (19+)	Group attending	In-person		1
27-Jan	11am	2 hours	Speed Puzzle compition	Adult (19+)	Group attending	In-person		23
16-Jan	6pm	1 hour	WI Landlord/Renter Ed. Program	Adult (19+)	Group attending	In-person		12
18-Jan	6:30pm	2 hours	Craft Night: Heart Mantel Block	Adult (19+)	Group attending	In-person		18
19-Jan	10:30pm	1 hour	storytime	Young Child (0-5)	Group attending	In-person		8
11-Jan	2pm	1 hour	Bookclub/Thursday	Adult (19+)	Group attending	In-person		2
1/5/2024	10:30am	1 hour	storytime	Young Child (0-5)	Group attending	In-person		14
all month			Walk-in Craft:Snowmen	Child (6-11)	Individual Participants	In-person		36



ABBOTSFORD PUBLIC LIBRARY EVENTS

2024 READING BINGO: Jan. 2nd 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. 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!: There will be a walk-in craft for youth available for kids to do in the library. March will start with a Clover Tissue Paper Craft.

FIND THE LEPRECHAUNS: March 1st through the 16th. Find all seven leprechauns hiding in the library and get a small treat! **WALK-IN**

FAMILY MOVIE: Friday, March 8th at 6:30pm. Watching "Migration". **Registration Requested. Children under 12 must be accompanied by an adult who stays for the movie. Doors open at 6:15 and lock at 6:45pm. Snacks, blankets, and pillows from home are allowed. All Ages**

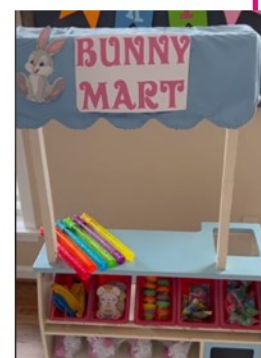
WILD COOKIES BOOKCLUB: We Are the Brennans by Tracey Lang. **Tues, March 12th at 5:15pm or Thur, March 14th at 2:00pm. Tuesday meeting is Off-Site, meet at the library at 5:15 pm to carpool to Wausau to play an escape room. Pay for your own ticket. Book will be discussed on the drive to Wausau. Limit 8 Adults. Let the Director know by March 1st if interested, no guarantee on spots after that date. Bookclub members get priority.**

ADULT CRAFT NIGHT: Thursday, March. 21th at 6:30 pm. Making a Carrot Door Hanger. No cost, goodwill donation appreciated. **Registration Required. 16 or older, 12 and older if with an Adult.**

BUNNY MART!: Monday, March 18th– Saturday, March 30th. Look eggs filled with BunnyFunnyMoney to shop at the library's BunnyMart. For children ages 1through 12, One play only!

SPRING PERLER BEADS: Monday, March 25th from 12-4 pm. Stop in and make a perler bead keychain, magnet, or other fun item. **All Ages**

Check Library Facebook Page for Spring Break Activities.



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

Abbotsford Public Library 203 N. First St. Abbotsford WI 54405, (715)223-3920



INSTRUCTIONS: Complete and return two (2) signed copies of the form and attachments to the library system headquarters. Confirm with the library system if submitting electronic copies is preferred.

Board-approved, signed annual reports for 2023 are due to the DPI Division for Libraries and Technology no later than February 29, 2024.

I. GENERAL INFORMATION

1. Name of Library		2. Public Library System			
3a. Head Librarian First Name	3b. Head Librarian Last Name	4a. Certification Grade	4b. Certification Type	5. Certification Expiration Date	
6a. Street Address	6b. Mailing Address or PO Box	7. City / Village / Town	8a. ZIP	8b. ZIP4	9. County
10. Library Phone Number	11. Fax Number	12. Library E-mail Address of Director			
13. Library Website URL		14. No. of Branches	15. No. of Bookmobiles Owned	16. No. of Other Public Service Outlets	
17. Does your library operate a books-by-mail program?	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is your library such a joint library legally established under Wis. Stat. s. 43.53?				
20. Square Footage of Public Library	21a. Did your library or a branch move to a new facility during the fiscal year?	21b. Did your library or a branch renovate or expand an existing facility during the fiscal year?		22. UEI Number	

HOURS OF OPERATION

	Standard Service with No Restrictions on Building Access	Limited Service	Staff Only (No interior service for the public)
19a. Winter hours open per week			
19b. Number of winter weeks			
19c. Summer hours open per week			
19d. Number of summer weeks			
19e. Total weeks per year			
19f. Total hours per year for this location			

II. LIBRARY COLLECTION

	a. Number Owned / Leased	b. Number Added
1. Books in Print <i>Non-periodical printed publications</i>		
2. Electronic Books <i>E-books</i>		
3. Audio Materials		
4. Electronic Audio Materials <i>Downloadable</i>		
5. Video Materials		
6. Electronic Video Materials <i>Downloadable</i>		
7. Other Materials Owned <i>Describe</i>		
8a. Electronic Collections <i>Locally Owned or Leased</i>		
8b. Electronic Collections <i>Purchased by library system or consortia</i>		
8c. Electronic Collections <i>Provided through BadgerLink</i>		
9. Total Electronic Collections <i>Local, regional, and state</i>		
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>		

III. LIBRARY SERVICES

1. Circulation Transactions		c. Circulation of Other Physical Items (subset of 1a.)		2. Interlibrary Loans	
a. Total Circulation	b. Children's Materials			a. Items Loaned <i>Provided to</i>	b. Items Received <i>Received from</i>
Method for Counting ILL Transactions					
(Only Total will display when Total ILL Transactions is listed as the Method for Counting ILL Transactions)		Items Loaned to Other Libraries <i>Provided to</i>		Items Borrowed from Other Libraries <i>Received from</i>	
Integrated Library Systems (ILS)					
WISCAT					
Other (includes OCLC, manual tracking or other methods)					
3. Number of Registered Users			d. Overdue Fines	4. Reference Transactions	
a. Resident	b. Nonresident	c. TOTAL		a. Method	b. Annual Count
5. Library Visits			6. Uses of Public Internet Computers		
a. Method	b. Annual Count			a. Method	b. Annual Count
7. Uses of Public Wireless Internet			8. Website Visits		
a. Method	b. Annual Count				
9. Electronic Collection Retrieval			10. Uses of Electronic Materials by Users of Your Library		
a. Local	b. Other	c. Statewide	d. Total	a. E-Books	b. E-Audio
				c. E-Video	d. Total Uses of Electronic Materials
					e. Uses of Children's Electronic Materials

**In-person Programs and Attendance + Live,
Virtual Programs and Attendance (not asynchronous views)**

In-person Programs and Attendance + Live, Virtual Programs and Attendance (not asynchronous views)

	Children (0-5)	Children (6-11)	Young Adult (12-18)	Adult (19+)	General Interest (all ages)	Total
Number of Programs						
Total Attendance						

In-Person Programs and Program Attendance Annual Count

	11a.Children (0-5)	11b. Children (6-11)	11c. Young Adult (12-18)	11d. Adult (19+)	11e. General Interest (all ages)
Number of Programs					
Total Attendance					
	11f. Onsite In-Person - Subtotal	11g. Offsite In-Person - Subtotal	11h. Total		
Number of Programs					
Total Attendance					

11i. Describe the library's in-person programs:

Live Views of Virtual Programs and Virtual Program Attendance Annual Count

	12a. Children (0-5)	12b. Children (6-11)	12c. Young Adult (12-18)	12d. Adult (19+)	12e. General Interest (all ages)	12f. Total
Number of Programs						
Total Live Virtual Attendance						
Total views of live programs that were recorded and posted for asynchronous viewing						

12g. Which platforms does the library use to host the library's live, virtual programs:

12h. Describe the library's live, virtual programs:

Views of Pre-recorded Programs and Pre-recorded Program Attendance Annual Count

	13a. Children (0-5)	13b. Children (6-11)	13c.Young Adult (12-18)	13d. Adult (19+)	13e. General Interest (all ages)	13f.Total
Number of Programs						
Total Pre-Recorded Program Views						

13g. Which platforms does the library use to host the library's pre-recorded programs:

13h. Describe the library's pre-recorded programs:

IV. LIBRARY GOVERNANCE

Library Board Members. *List all members of the library board as of the date of this report. List the president first. Indicate vacancies. Report changes to the Division for Libraries and Technology as they occur. When reporting such changes, indicate the departing board members.*

First Name	Last Name	Street Address	City	ZIP+4	Email Address
PRESIDENT					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

No. of Library Board Members
Include vacancies in this count

V. LIBRARY OPERATING REVENUE

Report operating revenue only. Do not report capital receipts here.

1. Local Municipal Appropriations for Library Service Only Joint libraries report more than one municipality here

Municipality Type	Name	Amount
Subtotal 1		

2. County

a. Home County Appropriation for Library Services Subtotal 2a

b. Other County Payments for Library Services

County Name	Amount	County Name	Amount
Subtotal 2b			

3. State Funds

a. Public Library System State Funds

Description	Amount	Description	Amount

b. Funds Carried Forward from Previous Year

c. Other State Funded Program

Subtotal 3			

4. Federal Funds Name of program—for LSTA grant awards, grant number, and project title

Program or Project	Amount
Subtotal 4	

5. Contract Income From other governmental units, libraries, agencies, library systems, etc.

Name	Amount	Name	Amount
Subtotal 5			

6. Funds Carried Forward Do not include state aid. Report state funds in 3b above.

7. All Other Operating Income

8. Total Operating Income Add 1 through 7

9. What is the current year annual appropriation provided by governing body(ies) for the public library?

10. Was the library's municipality exempt from the county library tax for the report year? Wis. Stat. s. 43.64(2)

VI. LIBRARY OPERATING EXPENDITURES

Report operating expenditures from all sources. Do not report capital expenditures here.

1. Salaries and Wages Include maintenance, security, plant operations

2. Employee Benefits Include maintenance, security, plant operations

3. Library Collection Expenditures

a. Print Materials

b. Electronic Materials

c. Audiovisual Materials

d. All Other Library Materials

Subtotal 3

4. Contracts for Services Include contracts with other libraries, municipalities, and library systems here. Include service provider.

Provider	Description	Type	Amount

Subtotal 4

5. Other Operating Expenditures

6. Total Operating Expenditures Add 1 through 5

7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?

VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT

1. Capital Income and Expenditures by Source of Income

Do not report any expenditures reported above. Provide a brief description of any expenditures.

Source	Brief Description of Expenditure	Revenue	Expenditure
a. Federal			
b. State			
c. Municipal			
d. County			
e. Other			

2. Debt Retirement

3. Rent Paid to Municipality/County

Total Revenue

Total Expenditure

VIII. OTHER FUNDS HELD BY THE LIBRARY BOARD

All funds under the library board's control must be reported. Report in this section any funds in the library board's control (except Trust Funds) that have not been reported in a previous section. *Wis. Stat. s. 43.58(6)(a)*

1. Total Amount of Other Funds at End of Year

IX. TRUST FUNDS

1. Total Amount of Trust Funds Held by the Library Board at End of Year

X. STAFF

1. Personnel Listing. Libraries with 15 or fewer employees may report all staff under 1a. Libraries with more than 15 employees, list head librarian, chief assistants, branch librarians, division heads, and other supervisory personnel in 1a. and all other positions in 1b.

a. Employees Holding the Title of Librarian. Indicate advanced degrees in Type of Staff.

Position (Local Title)	Job Title (Appendix A)	Type of Staff	Total Annual Wages Paid	Hours Worked per Week
Director / Head Librarian				

b. Other Paid Staff *See Instructions*

Position (Local Title)	Job Title (Appendix A)	Type of Staff	Total Annual Wages Paid	Hours Worked per Week

2. Library Staff Full-Time Equivalents (FTEs). Divide the total hours worked per week for each category by 40 to determine full-time equivalents.

a. Persons Holding the Title of Librarian			b. All Other Paid Staff (FTE)	c. Total Library Staff (FTE)
Master's Degree from an ALA Accredited Program (FTE)	Other Persons Holding the Title of Librarian (FTE)	Subtotal 2a	Include maintenance, plant operations, and security	

XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

1. Of the total circulation reported for the library from Section III, item 1, what was the total circulation to nonresidents <i>See instructions for definition of nonresident</i>			
Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.	a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in the Library's County			
3. Circulation to Nonresidents Living in Another County in the Library System			
4. Circulation to Nonresidents Living in an Adjacent County Not in the Library System			
5. Circulation to All Other Wisconsin Residents		6. Circulation to Persons from Out of the State	
7. Are the answers to items 1 through 6 based on actual count or survey/sample?	8a. Does the library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)?	8b. If yes, does the library allow residents in adjacent systems to purchase library cards?	
9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library			
Name of County	Circulation	Name of County	Circulation
a.		f.	
b.		g.	
c.		h.	
d.		i.	
e.		j.	

XII. TECHNOLOGY

XIII. SELF-DIRECTED ACTIVITIES, STAFF SERVING YOUTH / ADULTS

1. Self-directed Activities: *Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.*

	a. Children (0-5)	b. Children (6-11)	c. Young Adult (12-18)
Number of Self-Directed Activities			
Total Self-Directed Activity Participation			
	d. Adult (19+)	e. General Interest (all ages)	f. Total
Number of Self-Directed Activities			
Total Self-Directed Activity Participation			

2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. Only the primary person is displayed here.

a. First Name	b. Last Name	c. Email Address

3. Name and email address of primary staff person who serves as the librarian for adults. Only the primary person is displayed here.

a. First Name	b. Last Name	c. Email Address

XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS



We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in Wis. Stats.

A check (X) or a mark in the checkbox indicates compliance with the requirement.

- The library is established under s. 43.52 (municipalities), s. 43.53 (joint libraries), or s. 43.57 (consolidated county libraries and county library services) of the Wisconsin Statutes [s. 43.15(4)(c)1].
- The library is free for the use of the inhabitants of the municipality by which it is established and maintained [s. 43.52(2), 73 Op. Atty. Gen. 86(1984), and OAG 30-89].
- The library's board membership complies with statutory requirements regarding appointment, length of term, number of members and composition. [s. 43.54 (municipal and joint libraries), s. 43.57(4) & (5) (consolidated and country library services), and s. 43.60(3) (library extension and interchange)].
- The library board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund [s. 43.58(1)].
- The library director is present in the library at least 10 hours a week while library is open to the public, less leave time [s. 43.15(4)(c)6].
- The library board supervises the administration of the library, appoints the librarian, who appoints such other assistants and employees as the library board deems necessary, and prescribes their duties and compensation [s. 43.58(4)].
- The library is authorized by the municipal governing board to participate in the public library system [s. 43.15(4)(c)3].
- The library has entered into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries, and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This shall not prohibit a municipal, county, or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program, or from providing remote access to a library's online resources only to its residents. [s. 43.15(4)(c)4].
- The library's head librarian holds the appropriate grade level of public librarian certification from the Department of Public Instruction [s. 43.15(4)(c)6 and Administrative Code Rules PI 6.03].
- The library annually is open to the public an average of at least 20 hours each week except that for a library in existence on June 3, 2006, annually is open to the public an average of at least 20 hours or the number of hours each week that the library was open to the public in 2005, whichever is fewer [s. 43.15(4)(c)7].
- The library annually spends at least \$2,500 on library materials. [s. 43.15(4)(c)8].

XV. CERTIFICATION

I CERTIFY THAT, to the best of my knowledge, the information provided in this annual report and any attachments are true and accurate and the library board has reviewed and approved this report.

President, Library Board of Trustees Signature or designee 	Name of President or Designee Print or type	Date Signed
Library Director / Head Librarian Signature 	Library Director / Head Librarian Print or type	Date Signed

STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

As required by Wis. Stat. s. 43.58(6)(c), the following statement that the library system either did or did not provide effective leadership and adequately meet the needs of the library must be completed and approved by the library board. The response should be made in the context of the public library system's statutory responsibilities and the funding which it has available to meet those responsibilities.

County _____

The _____ Board of Trustees hereby states that in 2023 the _____
Name of Public Library *Name of Public Library System / Service*

- did provide effective leadership and adequately met the needs of the library.
- did not provide effective leadership and did not adequately meet the needs of the library.

Indicate with an X one of the above statements


Explanation of library board's response. *Attach additional sheets if necessary.*

Note: With the approval of the library board of trustees, this statement may be submitted separately from the Annual Report form that is sent to the library system, as an e-mail attachment to LibraryReport@dpi.wi.gov.

XV. CERTIFICATION

The preceding statement was approved by the Public Library Board of Trustees.

Division staff will compile the statements received for each library system and, as required by Wis. Stat. s. 43.05(14), conduct a review of a public library system if at least 30 percent of the libraries in participating municipalities that include at least 30 percent of the population of all participating municipalities report that the public library system did not adequately meet the needs of the library. This statement may be provided to the public library system.

President, Library Board of Trustees Signature or designee 	Name of President or Designee Print or type	Date Signed
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	COMMENTS	
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January 31, 2024

Mayor James Weix
City of Abbotsford
203 North 1st 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: Monica Dukelow and Renee Hinrichsen.

Thank You,

Jenny Jochimsen; Director

City of Abbotsford, WI

CLIENT LIAISON:

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



DATE:

March 4, 2024

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

No update, project is on hold until spring of 2024.

MSA anticipates the following estimated project schedule:

Date	Milestone
June 30, 2024	Concrete, Paving
July 31, 2024	Project Closeout

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

No Update, the City will not be able to advertise this project until LRIP is announced and the City has the State Municipal Agreement (SMA) which would likely be March -May time frame.

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

MSA made the recommendation to the City to begin the process of creating a main street committee in winter 2024 and will discuss that with City staff to get a 30% design meeting scheduled in the Spring of 2024.

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

MSA is continuing the coordinating with Viking Industrial Painting on paperwork for the DNR to close this project out.

**ABBOTSFORD WELL RECONDITIONING
 MSA PROJECT #07681057**

The final pay application and final change order were approved by Council, and the project will be closed out.

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

The Wells 28 and 29 projects will be advertised for bids the first two weeks of March in the Abbotsford newspaper. The bid opening for the Well Construction project will be Tuesday March 26th and the opening for the Transmission Water Main project will be Wednesday March 27th. MSA will meet with the City on March 5th to review the final construction plans. The schedule below is revised.

PROJECT UPDATE

Date	Milestone
March 1, 2024	MSA to finalize plans and specs
March 5, 2024	MSA to meet with City staff on final plans and specs
March 6, 2024	Submit plans and specs to DNR
March 6 - June 4, 2024	DNR 90 day review period
March 6 and March 13, 2024	Advertise for Bidding
March 26 and March 27, 2024	Bid opening for Well Construction project and Transmission Water Main project, respectively
April 17, 2024	City council meeting to award contract
May 30, 2024	Conformed plans and specifications (executed agreement between contractor and owner) required to meet DNR loan requirements

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

Butternut Street property owner agreed to raze the building so no city inspection was necessary.

City is allowing the Abby Auto owner to clean up the property prior to inspection and an inspection will be scheduled following that in March.

Owner at 309 N 2nd Street and 205 S 4th St. had 30 days file a petition to dispute the raze and repair order the City issued. The City has to wait 60 days from issuance of raze and repair order before taking action to raze the buildings after March 24th.

City of

ABBOTSFORD

Wisconsin's First City

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

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

Website: www.ci.abbottsford.wi.us

APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

(Must be accompanied by a copy of server certificate and photo ID)

Provisional License X Fee \$15.00 **City of Abbotsford**
 Original License X Fee \$25.00 **PO Box 589**
 Renewal License _____ Fee \$25.00 **Abbottsford, WI 54405**

I, the undersigned, do hereby make application to the local governing body of the City of Abbotsford, Wisconsin for a license to serve, from **July 1, 2023 to June 30, 2024** inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations; federal, state or local, affecting the sale of such beverages and liquors if a license be granted to me.

Young Elizabeth A HANSEN
 Last First MI Maiden Name

 Address City State Zip

 Date of Birth Sex Race Phone Number

 Social Security Number Business License will be used

 Social Security Number Business License will be used Fat Boys hard gear

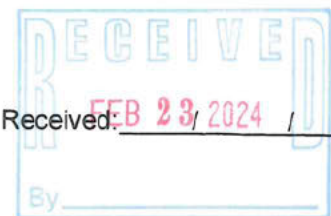
Have you been convicted of any felony or of violating any law of the State of Wisconsin or of the United States?

Yes Date of Conviction (If Any) _____
 No Nature of Offense _____

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

Elizabeth Young
 Applicant's Signature

DWI 2010
otherwise
OK on
background
per Alex



Received: FEB 23 2024 / Added to Council Agenda: _____ / Approved: _____

UP 2023-64
26

2024-2025 Election Inspectors (Poll Workers)

They must be nominated. Once nominated, it is up to the governing body to appoint the inspectors to a two-year term. Election inspector terms run from January 1 of an even-numbered year through December 31 of the subsequent odd-numbered year. Wis. Stat. § 7.31 (4).

Unaffiliated:

ANN DAUFFENBACH

LAURA MICHLIG

BONITA WEIX

PRECISION

Sealcoating Inc.

Date: 2/15/2024

TO: City Of Abbotsford 203 N. First St. Abbotsford, WI. 54405	FOR: 2024 Crack Filling Quote Contact: Craig Stuttgen Phone: 1-715-223-3444 1-715-613-9444 Fax: 1-715-223-8891
--	--

DESCRIPTION	AMOUNT
<p><u>Description Of Work To Be Performed</u></p> <ul style="list-style-type: none"> A. Route Pavement Cracks 3/4 inch x 3/4 inch In Pavement B. Clean The Cracks Of Debris and Moisture C. Crack Fill With ASTM D6690 (D-3405) State Spec. Crack Sealant D. Crack Fill Main Cracks, Touch Up Sunken And Failed Cracks As Necessary E. Cover Cracks With Single Ply Toilet Paper Or Detach To Prevent Tracking F. To Included All Necessary Signs And Traffic Control As Needed <p style="text-align: right; margin-top: 20px;"> Price Per Pound Listed Above Applied Quantity </p>	<p style="text-align: center; margin-top: 20px;"> \$1.59 Per Pound <hr style="width: 100%;"/> LBS </p>
<p>Acceptance of Bid: _____</p> <p>Date: _____ Title: _____</p> <p>Precision's Authorized Signature: _____</p> <p>Date: 2/15/24 Title: Precision Sales</p>	
FEDERAL ID# 39-18-14017 STATE ID# 514407	TOTAL

If Accepted Signature Required & Copy Sent Back !!!

Make all checks payable to: Precision Sealcoating Inc.
 Payment is due within 30 days of Invoice upon completion.
 Payments not received when due will incur a late payment charge that will be computed at the rate of 18% APR.
 If you have any questions concerning this please contact
 Bob Wedde Owner
 (920) 229-3306



N6450 River Road
 Princeton, WI
 54968

PHONE (920) 229-3306
 FAX (920) 295-6709

PROPOSAL / CONTRACT

Job. No. _____



Date: February 27, 2024

CORPORATE OFFICE
2800 Mecca Drive • Plover, WI 54467
phone 715.341.2868 • toll-free 800.332.3360
fax 715.341.1054

751 N Bluemound Drive • Appleton, WI 54914
phone 920.759.1008 • fax 920.759.1019

6615 US Highway 12 W • Eau Claire, WI 54703
phone 715.874.6070 • fax 715.874.6717

Pavement Maintenance Contractors

EOE, including disability / vets

914 Commercial Court • Onalaska, WI 54650
phone 608.779.6641 • fax 608.779.6813

316 Raemisch Road • Waunakee, WI 53597
phone 608.849.6466 • fax 608.849.6470

111 Anderson Road • Iron River, MI 49935
phone 906.265.6770 • fax 906.265.5719

2224 Veterans Memorial Pkwy • Saginaw, MI 48601
phone 989.752.9200 • fax 989.752.9205

Contact Name: Craig Stuttgen	Contract Price	\$0.00
PURCHASER: CITY OF ABBOTSFORD	TELEPHONE:	(715) 613-9444
ADDRESS: P.O. BOX 589 ABBOTSFORD, WI 54405-0589	DESCRIPTION OF PROPERTY:	City of Abbotsford P.O. BOX 589 ABBOTSFORD, WI 54405-0589

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Blow out and clean cracks with compressed air and heat lance.

Seal cracks with a rubberized asphalt crack sealant. This material exceeds Fed Spec ASTM D6690 Type II

*Note: Price does not include routing of any cracks.

Price per pound: \$1.90

Job - Crackfilling on City of Abbotsford roads.

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 30 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$0.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC:715-295-4690
dan.doyle@fahrnerasphalt.com

Dan Doyle

(PRINT OR TYPE NAME)

By: Dan Doyle

(CONTRACTOR REPRESENTATIVE)

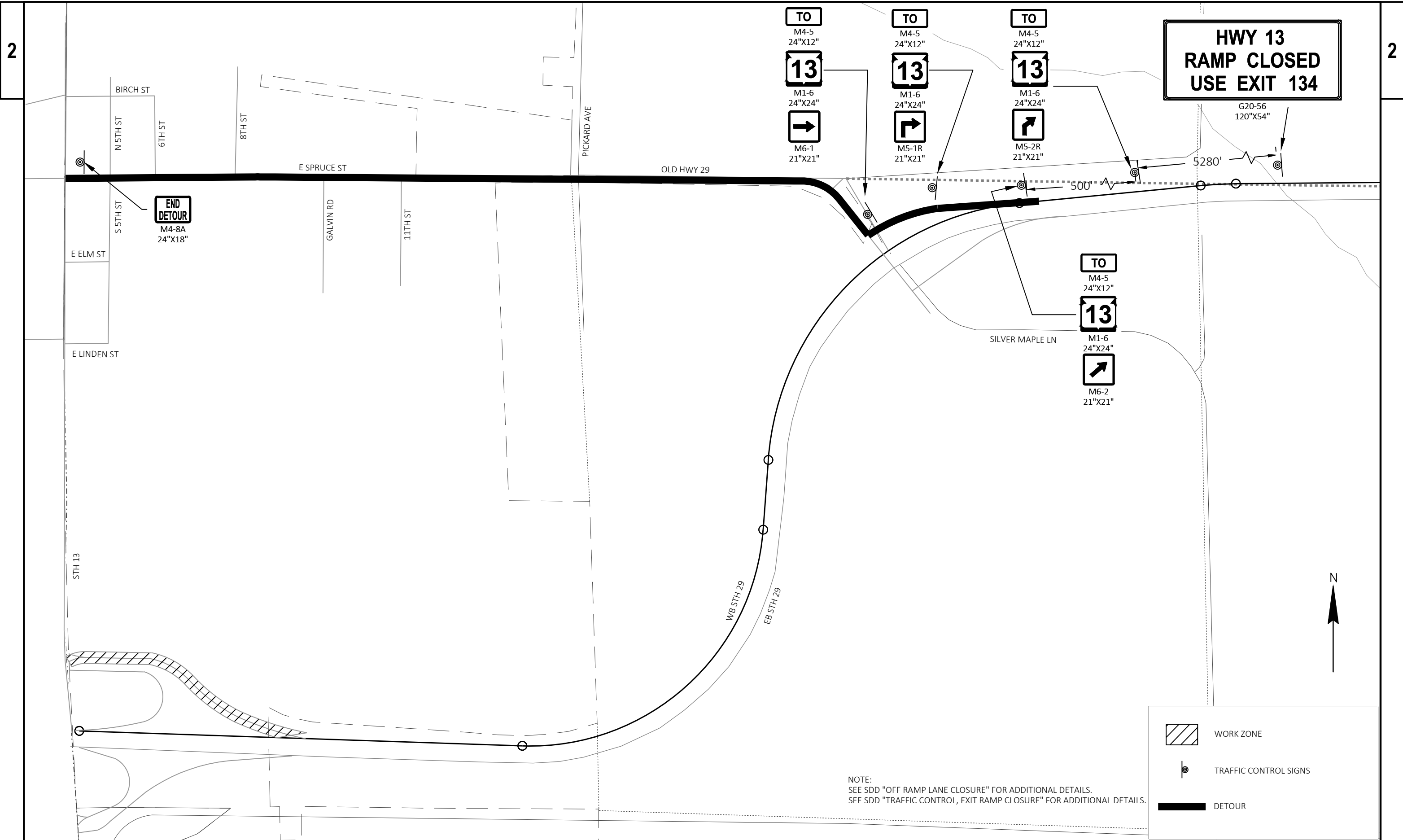
Date: February 27, 2024

PURCHASER:
I have read and understand the terms and conditions on both sides of this contract.

(PRINT OR TYPE NAME)

By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date of acceptance: _____



**HWY 13
RAMP CLOSED
USE EXIT 134**




**END
DETOUR**
M4-8A
24"x18"

TO
M4-5
24"x12"
13
M1-6
24"x24"
→
M6-1
21"x21"

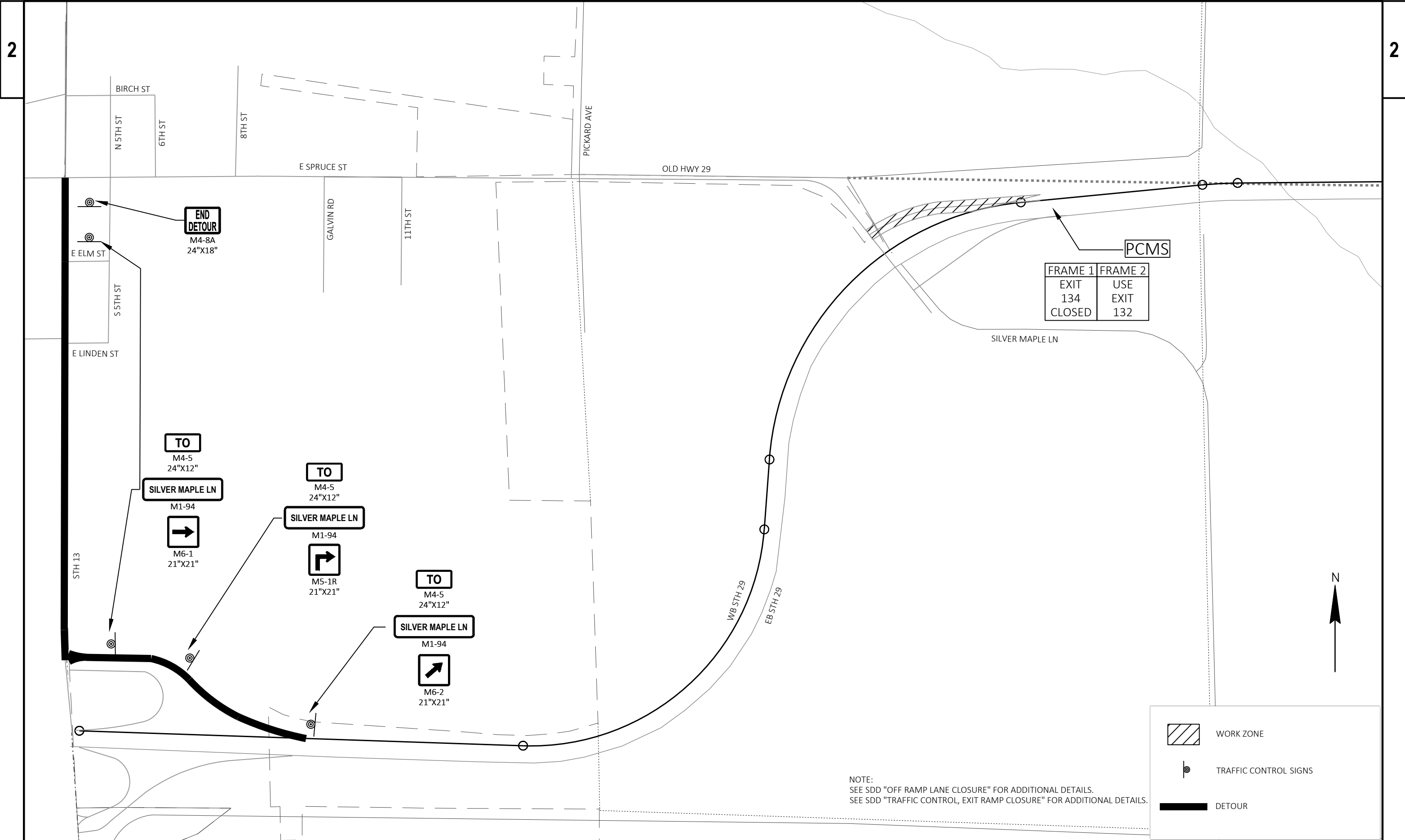
TO
M4-5
24"x12"
13
M1-6
24"x24"
↗
M5-1R
21"x21"

TO
M4-5
24"x12"
13
M1-6
24"x24"
↖
M5-2R
21"x21"




TO
M4-5
24"x12"
13
M1-6
24"x24"
↖
M6-2
21"x21"

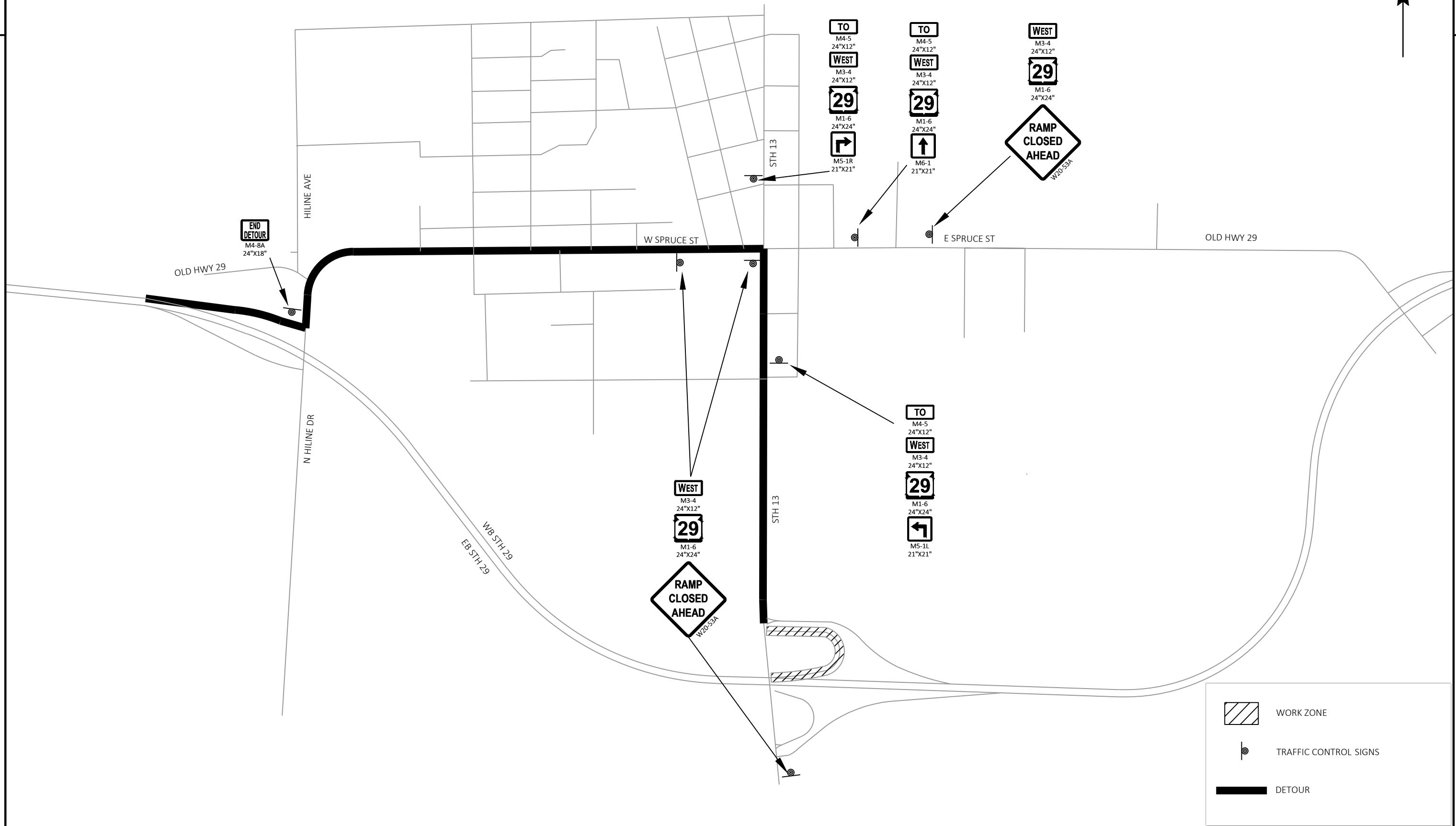
-  WORK ZONE
-  TRAFFIC CONTROL SIGNS
-  DETOUR




NOTE:
SEE SDD "OFF RAMP LANE CLOSURE" FOR ADDITIONAL DETAILS.
SEE SDD "TRAFFIC CONTROL, EXIT RAMP CLOSURE" FOR ADDITIONAL DETAILS.



NOTE:
SEE SDD "OFF RAMP LANE CLOSURE" FOR ADDITIONAL DETAILS.
SEE SDD "TRAFFIC CONTROL, EXIT RAMP CLOSURE" FOR ADDITIONAL DETAILS.

	WORK ZONE
	TRAFFIC CONTROL SIGNS
	DETOUR



	WORK ZONE
	TRAFFIC CONTROL SIGNS
	DETOUR

PROJECT NO: 1053-07-77	HWY: STH 29	COUNTY: MARATHON	STH 29 WB ON-RAMP DETOUR	SHEET	E
------------------------	-------------	------------------	--------------------------	-------	---

**DETOUR AGREEMENT BETWEEN THE WISCONSIN DEPARTMENT OF
TRANSPORTATION AND CITY OF ABBOTSFORD**

This agreement is to define the conditions for use of the roadways under the jurisdiction of Abbotsford along the route for the proposed detour of during the closure of WIS 29/WIS 13 WB interchange ramps. The detour route will be on West Spruce Street/Business 29 from the Business 29 interchange west of WIS 13 to the Silver Maple Lane interchange east of WIS 13, to facilitate the construction work associated with pavement repairs and OSOW turning movements on the WIS 29/WIS 13 WB interchange ramps.

The project is scheduled to occur during the 2025 construction season. It is anticipated that the detour will be needed for approximately 1 week for each of the westbound WIS 13/29 interchange ramps weeks. The detour of either ramp will not be permitted to be in place during community events as identified by the local officials. The westbound WIS 29 exit ramp at Silver Maple will be closed for the majority of the project duration as traffic will be placed in a bi-directional configuration on the existing eastbound lanes. The westbound Silver Maple and off ramp at WIS 13 will not be permitted to be closed at the same time.

The Wisconsin Department of Transportation will arrange and pay for all necessary traffic controls for said detour. Prior to utilizing the detour, the department will evaluate the existing standards and conditions of the proposed detour route, including but not limited to pavement marking, no passing zone pennants, shoulder gravel, and intersections. The department will perform minimal repairs or improvements to support state highway traffic.

While detour is in place, temporary repairs to maintain highway traffic will be the responsibility of the Wisconsin Department of Transportation. Repairs beyond that needed to maintain highway traffic will be the responsibility of the underlying maintaining authority.

Any damage caused by the additional traffic to the detour route as described above will be repaired at no cost to the maintaining authority. Prior to use as a detour, this route will be photographed and logged to document the condition prior to use.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

[CITY OF ABBOTSFORD]

By: _____ Date: _____

**Project 1053-07-07 (77)
STH 29
Marathon County**

or information concerning civic, charitable or the advertising of products or services for sale on the premises. This also includes traveling or segmented message displays.

- (j) **Flashing Sign.** Any directly or indirectly illuminated sign on which artificial light is not maintained stationary and constant in intensity and color at all times when in use.
- (k) **Freestanding (Ground and/or Pole Sign).** Any sign which is supported by structures or supports in or upon the ground and independent of support from any building.
- (l) **Identification Sign.** Any sign which carries only the name of the firm, major enterprise, institution or principal products offered for sale on the premises or combination of these.
- (m) **Indirectly Illuminated Sign.** Shall mean a sign that is illuminated from a source outside of the actual sign.
- (n) **Marquee Sign.** Shall mean any sign attached to and made part of a marquee. A marquee is defined as a permanent roof-like structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against weather.
- (o) **Nonconforming Sign.** Any sign which does not conform to the regulations of this Article.
- (p) **Off-Premise Sign.** Any sign, device or display which advertises goods other than that commonly available or services other than that commonly performed on the premise on which the sign is located.
- (q) **Political Sign.** Any sign displaying a candidate for an election, or a current referendum or election subject matter.
- (r) **Portable Sign/Message Boards.** Any sign not permanently attached to the ground which is designed to be easily moved from one location to another. A "sandwich-style" portable sign is a sign not permanently attached to the ground, meant to be temporarily placed outside, not exceeding four (4) inches by four (4) inches on each side.
- (s) **Projecting Sign.** Any sign extending more than eighteen (18) inches, but less than four (4) feet from the face of a wall or building; such sign may not extend more than three (3) feet into the right-of-way.
- (t) **Real Estate Sign.** Any sign which is used to offer for sale, lease or rent the property upon which the sign is placed.
- (u) **Roof Sign.** Any sign erected upon or over the roof or parapet of any building.
- (v) **Sign.** A sign shall include anything that promotes, calls attention or invites patronage (or anything similar to the aforementioned) to a business, location or product.
- (w) **Temporary Sign.** Any sign which is erected or displayed for a limited period of time not to exceed twenty-eight (28) consecutive days or which is displayed only during regular business hours and removed for storage at other times. A temporary sign shall not exceed eight (8) square feet in area. Examples of temporary signs include banners and decorative-type displays. For purposes of this Chapter, a portable sign is not a temporary sign.
- (x) **Wall Sign.** Any sign attached to, erected on or painted on the wall of a building or structure and projecting not more than sixteen (16) inches from such wall.
- (y) **Window Sign.** Any sign located completely within an enclosed building and visible from a public way.



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 19 day of FEBRUARY, 2024, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and CITY OF ABBOTSFORD WI., hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 5,500.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of 7 - 4, 2024 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;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a 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. 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 within fifteen (15) days after the date of the 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.
- \$ 5,500.00 in full by APRIL 15 2024 (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 discount 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 ___5% ___10% 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of * or another date as agreed to by both Parties. Once display set-up 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 Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- 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 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/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

BY: Philip W. Broflea
 ROLE: SALES
 J&M Displays, Inc.

BY: _____
 ROLE: _____
 ENTITY: _____

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

STATE OF WISCONSIN

Permit to possess and display fireworks class "B" & "C"

This application has been made in accordance with state law.

PERMIT ISSUED TO: CITY OF ABBOTSFORD WI
giving the above the right to exhibit display fireworks.

DATE OF DISPLAY: 7-4-2024

TIME: DARK pm, TO: ABOTSFORD WI

LOCATION: 307 N. 4th STREET, COUNTY: CLARK

PURPOSE OF EVENT (IF ANY): 4th CELEBRATION

ADDRESS OF PERMIT HOLDER: 203 N. 1st STREET ABBOTSFORD 492

X SIGNATURE (Town Chairman,
Mayor, or Village President): _____

X DATE SIGNED: _____

A Copy of this permit must be submitted to the municipal fire or law enforcement official at least two days prior to the date of authorized use.





DISPLAY INFORMATION

Please complete the following information printed in RED:

Display Date: 7-4-2024 Rain Date: *

Time of Display: DARK

Name of Organization Purchasing Display: CITY OF ABBOTSFORD, WI

Billing Address: P.O. BOX 589

City, State, Zip: ABBOTSFORD WI 54405

Telephone: 715-223-3444 Fax: 715-223-8891 E-mail: j.soyk@ci.abbotsford.wi.us

Name of Contact Person: JOSH SOYK

Contact Address: 203 N. 1ST STREET

City, State, Zip: ABBOTSFORD WI 54405

Telephone: SAME AS ABOVE Fax: SAME AS ABOVE E-mail: SAME

Send Invoice to: CITY OF ABBOTSFORD

Billing Address: P.O. BOX 589

City, State, Zip: ABBOTSFORD WI 54405

Telephone: SAME Fax: SAME E-mail: SAME

FOR SALES REPRESENTATIVE

J&M Fired 1.4G 1.3G PROXIMATE HAND FIRE FLAME

Sales Representative: PHIL BORDFKA Insurance Extension: YES or NO

Delivery Information: Customer Pick Up At: _____ On-Site Delivery:

Driver Name: DAN K & PHIL BORDFKA Telephone: 715 305 0202

Delivery Address to Shoot Site: 307 N. 4TH STREET ABBOTSFORD WI.

Delivery to Bunker: Location: MARSHFIELD WI

Shooter Contact Person: JOSH SOYK Telephone: 715-223-3444

NOTES: _____

Proposal # 26063 Final Show \$: 5,500.00

Bonuses: 8% Prepayment 15% Multiple Year Agreement _____ Pick Up Mileage: _____ (by air miles)

OFFICE USE ONLY O# _____ C# _____ Customer PO# _____

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit Exp. _____	<input type="checkbox"/> S/P _____	Date _____	Date _____
		Check# _____	Check# _____



FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

RETURN TO: dianah@jandmdisplays.com, kathys@jandmdisplays.com
Fax: 267-392-3890 or mail to J&M Displays, Inc.
18064 170th Avenue, Yarmouth, IA 52660

- Show Work Comp
- Special Instructions

CERTIFICATE HOLDER (NAMED INSURED): CITY OF ABBOTSFORD WI.
 ADDRESS: 205 N. 1ST STREET
 CITY: ABBOTSFORD STATE: WI ZIP: 54405
 PHONE: 715-223-3444 FAX: _____
 EMAIL: j.30yk@ci.abbotsford.wi.us
 EFFECTIVE DATE(S): 7-4-2024 RAIN DATE: _____

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E-MAIL: CITY OF ABBOTSFORD WI
INTEREST IN EVENT: PROMOTER
2. NAME / ADDRESS / E-MAIL: ABBOTSFORD HIGH SCHOOL ABBOTSFORD WI
INTEREST IN EVENT: SHOOT SITE
3. NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____
4. NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE FLAME OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY (12" & 16")

LOCATION OF EVENT: 307 N. 4th STREET ABBOTSFORD WI.

DRAW A DIAGRAM of the shooting area using Google Earth Software and attach showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Distance to nearest exposure 400 ft. Distance to spectators 400 ft.
 Distance to nearest vehicle 400 ft.

Are there fallout spotters? YES NO Size of largest shell being shot: 4 inches

Name of designated Pyrotechnician: TYLER & JIM MUELLER

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum radius of 70 ft per inch of shell diameter for 1.3G shows.
2. All displays will be aimed away from spectators.
3. Fireworks that have been wet at any time prior to display will not be used.
4. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
5. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
6. Firing area will be inspected by the sponsoring organization at first light the following day.
7. Pyrotechnicians are specifically excluded from all liability coverage.
8. Any claims must be reported to the Yarmouth, Iowa office in writing within 24 hours of the incident.



Good

J&M Displays Proposal for: City of Abbotsford

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Reports & whistles 49 shot cake			
1	Report with color w/ silver tail 100 shot		\$150.00	\$150.00
1	Small finale 100 shot		\$222.00	\$222.00
			\$370.00	\$370.00
Category Shell Count: 249				\$742.00

2.5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	2 1/2" LEMON PALM			
6	2-1/2" DISPARK CHRYSANTHEMUM		\$7.90	\$47.40
6	2.5" GREEN FLASH		\$7.90	\$47.40
6	2.5" PURPLE PEONY		\$8.20	\$49.20
3	2.5" WHITE FLASH		\$8.20	\$49.20
3	2.5" YELLOW PEONY		\$8.20	\$24.60
			\$8.20	\$24.60
Category Shell Count: 30				\$242.40

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
5	Silver sparked salute with silver tail	silver tail		
			\$10.90	\$54.50
Category Shell Count: 5				\$54.50

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	3" SEA BLUE PEONY			
1	3" SILVER CHRYS.		\$13.80	\$13.80
2	3" Shell Blue with palm pistil		\$13.80	\$13.80
2	3" Shell Pink		\$13.80	\$27.60
1	Crackling Nishiki Kamuro		\$13.80	\$27.60
2	Crossette assorted	Crackling tail	\$26.60	\$26.60
1	3" Assortment C of 72 Shells w/tail - (E-fire + Hand Fire)		\$26.60	\$53.20
			\$1,090.00	\$1,090.00
Category Shell Count: 81				\$1,252.60

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	3" Color peony with red spinner (Cylinder)			
1	3" Red white blue with titanium salute (Cylinder)		\$35.40	\$35.40
			\$35.40	\$35.40
Category Shell Count: 2				\$70.80



J&M Displays Proposal for: City of Abbotsford

Main Event

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	4" BLUE PEONY			
2	4" Dispark Chrys (crackle)		\$28.70	\$57.40
2	Brocade Ring pattern		\$28.70	\$57.40
2	Glittering silver to blue and red chrysanthemum		\$28.70	\$57.40
2	Gold willow with color pistil		\$28.70	\$57.40
2	Lemon Dahlia	Gold tail	\$28.70	\$57.40
2	Red and blue dahlia with silver glitter		\$28.70	\$57.40
3	Two color dahlia assorted		\$28.70	\$57.40
3	Wave to variegated		\$28.70	\$86.10
2	White peony	Silver tail	\$28.70	\$86.10
2	Willow to Red White and Blue	Gold tail	\$28.70	\$57.40
2	4" PINK DRAGON (comets to reports)	Gold tail	\$28.70	\$57.40
2	4" SILVER CROWN HORSE TAIL		\$45.20	\$90.40
2	4" Shell Brocade Crown		\$45.20	\$90.40
1	Bees Variegated		\$45.20	\$90.40
1	Blue and lemon strobe coconut		\$45.20	\$45.20
1	Brocade Crown crossette	silver tail	\$45.20	\$45.20
1	Chrysanthemum to cherry with rosy pistil		\$45.20	\$45.20
1	Crackling willow		\$45.20	\$45.20
1	Asst V of 20 diff Patriotic J&M Brand shells (HAND FIRE)	mixed tails	\$45.20	\$45.20
			\$520.00	\$520.00
Category Shell Count: 55				
Section Shell Count: 422				\$1,706.00

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Red white and blue 10 Shot finale chain			
			\$122.00	\$732.00
Category Shell Count: 60				
Section Shell Count: 60				\$732.00

Miscellaneous

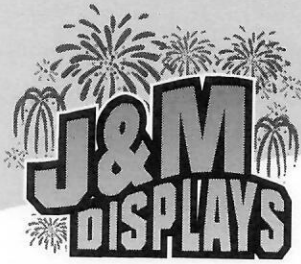
Ignition Items

Quantity	Name	Rising Effect	Price	Total
6	Fireworks port fire 30 minute Spikeless Waxed (0730)			
			\$0.01	\$0.06
Category Shell Count: 0				
Section Shell Count: 0				\$0.06

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Glittering Willow comets 100 shot fan			
			\$222.00	\$222.00
Category Shell Count: 100				
				\$222.00



J&M Displays Proposal for: City of Abbotsford

8% Free for Early Payment

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Blue to red ghost peony		\$35.40	\$70.80
Category Shell Count: 2				\$292.80

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	4"Red waterfall		\$45.20	\$45.20
Category Shell Count: 1				\$338.00
Section Shell Count: 103				

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Colorful comets whistles to crackling with crackling finale 100 shot		\$150.00	\$150.00
1	Gold Coconut with red strobe and crackle with blue mines 49 shot Fan		\$222.00	\$222.00
1	Red Blue & White strobe finale cake 49 shot		\$222.00	\$222.00
Category Shell Count: 198				\$594.00
Section Shell Count: 198				



J&M Displays Proposal for: City of Abbotsford

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

Fireworks Price: \$3,768.46
 Discount: \$300.34
Subtotal Fireworks: \$3,468.12
 Sales Tax:
 Local Sales Tax:
 Insurance Processing: \$462.50
 License and Permit:
 Shoot Fee: \$440.00
 Delivery: \$254.38
 Musical Firing:
 Shoot Cost:
 Equipment Rental:
 Barge/Pontoon Fee:
Total Price of Show: \$4,625.00

Total Shot Count: **657**
 Packing Check: 78
 Date of Display: 07/04/24
 Customer Number: 10224

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$3,468.12 Fireworks Subtotal

\$300.10	8% Free for Early Payment
\$540.00	15% Free for Loyalty Program
\$840.10	Total Free

Total Value of Show is \$5,765.44. Your Price is \$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.



J&M Displays Proposal for: City of Abbotsford

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

Fireworks Price:	\$4,800.36	Total Shot Count:	783
Discount:	\$702.86	Packing Check:	105
Subtotal Fireworks:	\$4,097.50	Date of Display:	07/04/24
Sales Tax:		Customer Number:	10224
Local Sales Tax:			
Insurance Processing:	\$550.00		
License and Permit:			
Shoot Fee:	\$550.00		
Delivery:	\$302.50		
Musical Firing:			
Shoot Cost:			
Equipment Rental:			
Barge/Pontoon Fee:			
Total Price of Show:	\$5,500.00		

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$4,097.50 Fireworks Subtotal

\$338.00	8% Free for Early Payment
\$594.00	15% Free for Loyalty Program
\$932.00	Total Free

Total Value of Show is \$7,134.86. Your Price is \$5,500.00

Please Note the Following Comments:

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*Budgeted \$3425 and we receive \$1200 from Chamber

conditions, or which for these or other reasons may require special safeguards, equipment, processes, barriers, or other forms of protection, including spatial distance, in order to reduce, eliminate, or shield the public from such conditions.

- (b) **Permitted Uses.** No uses are permitted as a matter of right within the I-1 District. All uses within this District are conditional, requiring a public hearing and consideration of specific site factors and impacts on surrounding land uses. All conditional uses must be approved in accordance with the procedures established in Article E.
- (c) **Conditional Uses.** The following are permitted as conditional uses within the I-1 District. Such use shall be subject to the consideration of the Common Council and Plan Commission with regard to such matters as the creation of nuisance conditions for the public or for the users of nearby areas, the creation of traffic hazards, the creation of health hazards, or other factors:
- (1) Manufacturing establishments, usually described as factories, mills or plants, in which raw materials are transformed into finished products, and establishments engaged in assembling component parts of manufactured products. [20, 23-28, 30, 32-39]
 - (2) Other industrial or commercial activities which possess the special problem characteristics described above relating to the creation of hazards or nuisance conditions.
 - (3) The outdoor storage of industrial products, machinery, equipment, or other materials, provided that such storage be enclosed by a suitable fence or other manner of screening. [50, 51]
 - (4) Railroads, including rights-of-way, railroad yards, and structures normally incident to the operation of railroads, including station houses, platforms, and signal towers, but not including warehouses owned by companies other than railroad companies or road terminal companies.
 - (5) Wholesale establishments and warehouses. [50-51]
 - (6) Building construction contractors. [15-17]
 - (7) Highway passenger and motor freight transportation. [41-42]
 - (8) Light Industry and Service Uses.
 - a. Automotive body repair.
 - b. Automotive upholstery.
 - c. Cleaning, pressing, dyeing.
 - d. Commercial bakeries.
 - e. Commercial greenhouses.
 - f. Distributors.
 - g. Food locker plants.
 - h. Printing and publishing.
 - i. Trade and contractor's facilities.
 - j. Offices.
 - k. Painting services.

- l. Retail sales and service facilities such as retail and surplus outlet stores, and restaurants and food service facilities when established in conjunction with a permitted manufacturing or processing facility.
 - m. Recreation vehicle, boat and miscellaneous storage.
- (9) Public Facilities and Uses.
- a. Governmental, cultural and public buildings or uses, such as fire and police stations, community centers, libraries, public emergency shelters, parks, playgrounds and museums.
 - b. Schools and churches.
 - c. Airports, airstrips and landing fields.
- (10) Agriculture Related Industry and Service Uses.
- a. Production of natural and processed cheese.
 - b. Production of shortening, table oils, margarine and other edible fats and oils.
 - c. Production of condensed and evaporated milk.
 - d. Wet milling of corn.
 - e. Production of creamery butter.
 - f. Drying and dehydrating fruits and vegetables.
 - g. Preparation of feeds for animal and fowl.
 - h. Pea vineries.
 - i. Creameries.
 - j. Production of flour and other grain mill products; blending and preparing of flour.
 - k. Fluid milk processing.
 - l. Production of frozen fruits, fruit juices, vegetables and other specialties.
 - m. Fruit and vegetable sauces and seasoning, and salad dressing preparation.
 - n. Poultry and small game dressing and packing providing that all operations be conducted within an enclosed building.
 - o. Production of sausages and other meat products providing that all
 - p. Corn shelling, hay baling and threshing services.
 - q. Grist mill services.
 - r. Horticultural services.
 - s. Canning of fruits, vegetables, preserves, jams and jellies.
 - t. Canning of specialty foods.
 - u. Grain elevators and bulk storage of feed grains.
 - v. Fertilizer production, sales, storage, mixing and blending.
 - w. Sales or maintenance of farm implements and related equipment.
 - x. Animal hospitals, shelters and kennels.
 - y. Veterinarian services.
- (d) **Lot, Yard and Building Requirements.**
- (1) **Lot Frontage.** No minimum.
 - (2) **Lot Area.** Eight thousand (8,000) square feet if sewerred; one (1) acre if not served by public sewer (only if permitted by Common Council).

Conditional Use Permit

Type of Business: Storage Units and Outdoor Storage space

Name of Business: First City Storage LLC

Address of Business: 301 S 11th Street Abbotsford WI 54405

Owner of Business: Cole Jannene

Date Business Opened: 2/7/24

Legal Description and design of area:

Corner of E Linden and S 11th Street
See attached document



Business Owner

City of Abbotsford

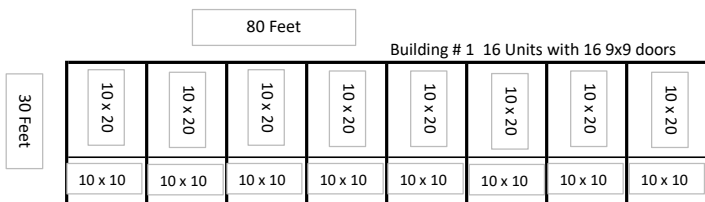
- This permit is only applicable to the above named individual at the above stated address. This permit must be reapplied for if any of the above change.

If you would like to be added to our Business Directory on our City Web Page please include the following:

Email: _____

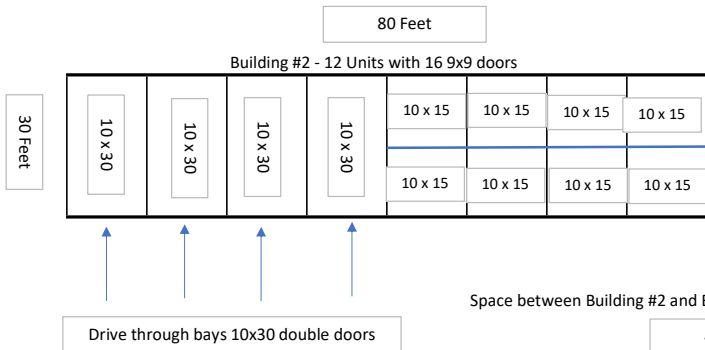
Website address: _____

25' South end setback



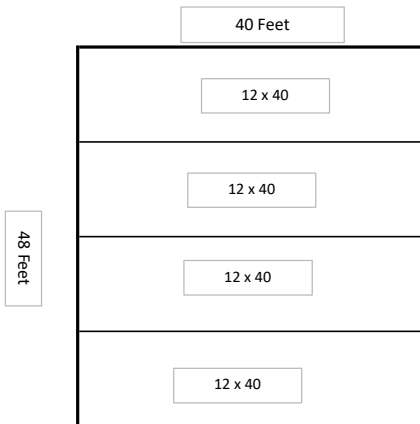
25' East side setback

Space between Building #1 and #2 40'



30' West side setback

Building #3 - 4 Units with 4 11x14 doors



PART OF LOT 3 OF CSM #5765 TO BE VACATED

PART OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 5765, LOCATED IN THE SOUTHWEST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE N 89°36'12" E ALONG THE NORTH LINE OF THE FRACTIONAL NORTHEAST QUARTER, 1239.47 FEET; THENCE S 0°25'30" W 1476.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 0°25'30" W 400.01 FEET; THENCE N 89°17'13" W 42.32 FEET; THENCE N 2°06'53" W 400.49 FEET; THENCE S 89°17'13" E 60.07 FEET TO THE POINT OF BEGINNING.



Home

Map

Tools



Tool Labels



Layer List

Layers

I want to...



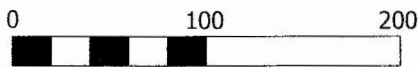
CERTIFIED SURVEY MAP

PART OF LOTS 3 & 4 OF CSM #5765, LOCATED IN THE SW1/4 OF THE FRACTIONAL NE1/4 OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN.

NORTHCENTRAL LAND SURVEYING, LLC
 163957 OWL RIDGE ROAD, WAUSAU, WISCONSIN 54403
 WEBSITE: www.NorthCentralLandSurveying.com
 PHONE: 715-297-8343
 EMAIL: JasonPflieger@gmail.com
 DRAFTED & DRAWN BY: JASON J. PFLIEGER
 OWNER OF PROPERTY: CITY OF ABBOTSFORD
 SURVEY PREPARED FOR: COLE JANNENE
 DATE OF FIELDWORK: 2/6/2024
 FILE NUMBER: 2024012 JANNENE

PAGE 1 OF 2

NOTE:
 THIS MAP DOES NOT TRANSFER PROPERTY OWNERSHIP.
 SALE OR TRANSFER OF PROPERTY REQUIRES A DEED.



SCALE 1" = 100'

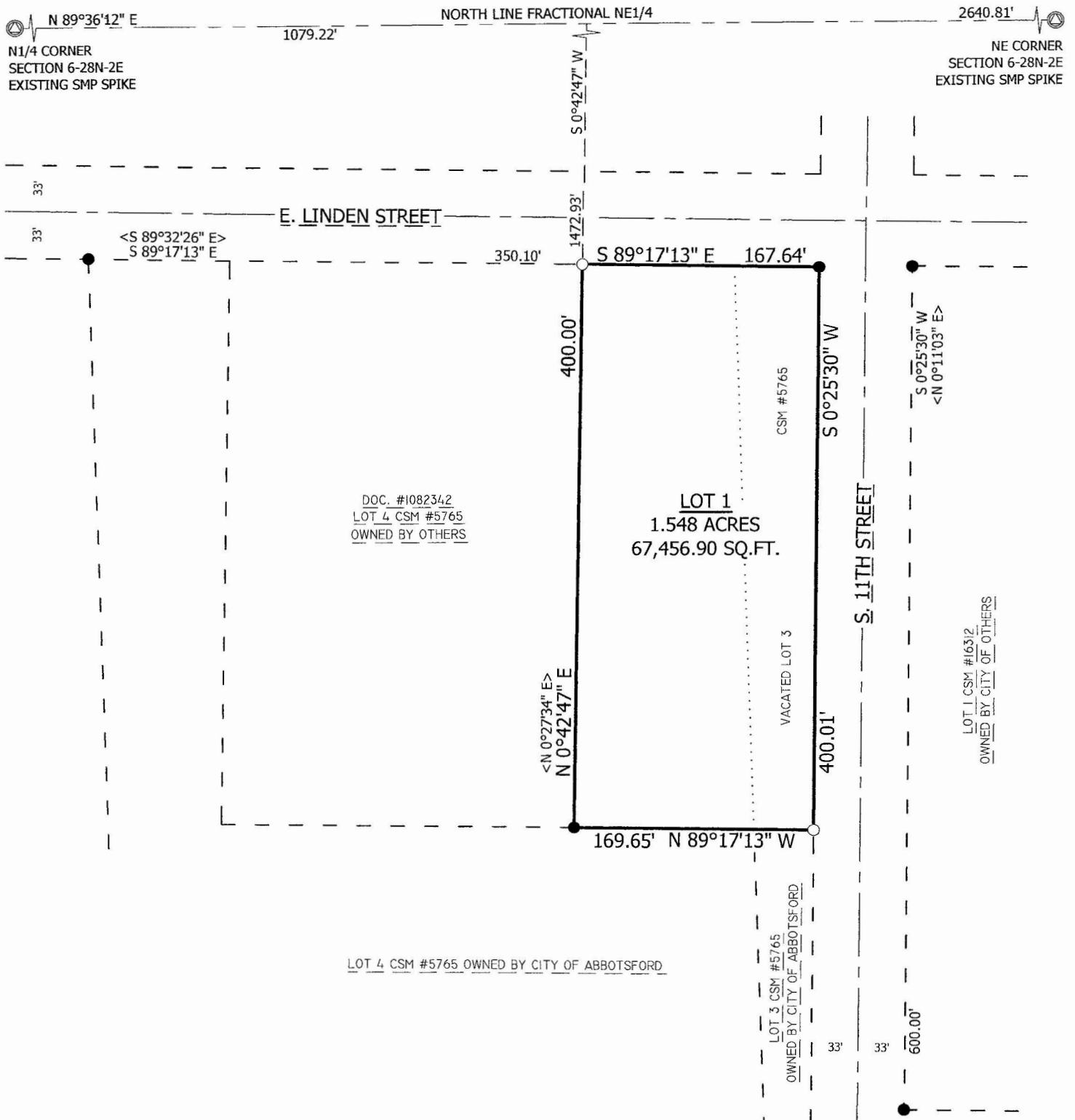


LEGEND

- = SECTION CORNER AS NOTED
- = 3/4" X 18" REBAR 1.50lbs/ft SET
- = 3/4" REBAR FOUND
- = PREVIOUSLY RECORDED AS

BEARING REFERENCE

BEARINGS REFERENCED TO THE NORTH LINE OF THE FRAC. NE1/4 BEARING N 89°36'12" E PER WCCS (MARATHON COUNTY) NAD83 (2011)



CERTIFIED SURVEY MAP

PART OF LOTS 3 & 4 OF CSM #5765, LOCATED IN THE SW1/4 OF THE FRACTIONAL NE1/4 OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN.

NORTHCENTRAL LAND SURVEYING, LLC
163957 OWL RIDGE ROAD, WAUSAU, WISCONSIN 54403
WEBSITE: www.NorthCentralLandSurveying.com
PHONE: 715-297-8343
EMAIL: JasonPflieger@gmail.com
DRAFTED & DRAWN BY: JASON J. PFLIEGER
OWNER OF PROPERTY: CITY OF ABBOTSFORD
SURVEY PREPARED FOR: COLE JANNENE
DATE OF FIELDWORK: 2/6/2024
FILE NUMBER: 2024012 JANNENE

PAGE 2 OF 2

SURVEYORS CERTIFICATE

I, JASON J. PFLIEGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF COLE JANNENE, I SURVEYED, MAPPED AND DIVIDED PART OF LOT 3 AND PART OF LOT 4 OF CERTIFIED SURVEY MAP NUMBER 5765, LOCATED IN THE SOUTHWEST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE N 89°36'12" E ALONG THE NORTH LINE OF THE FRACTIONAL NORTHEAST QUARTER, 1079.22 FEET; THENCE S 0°42'47" W 1472.93 FEET TO THE SOUTH LINE OF E. LINDEN STREET AND TO THE POINT OF BEGINNING; THENCE S 89°17'13" E ALONG THE SOUTH LINE OF E. LINDEN STREET, 167.64 FEET TO THE WEST LINE OF S. 11TH STREET; THENCE S 0°25'30" W ALONG THE WEST LINE OF S. 11TH STREET, 400.01 FEET; THENCE N 89°17'13" W 169.65 FEET; THENCE N 0°42'47" E 400.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD AND USE.

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

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

DATED THIS 7TH DAY OF FEBRUARY, 2024

JASON J. PFLIEGER P.L.S. 3148-8

APPROVED FOR RECORDING UNDER THE TERMS OF THE CITY OF ABBOTSFORD LAND DIVISION REGULATIONS.

BY: _____

DATE: _____

**CONTRACT FOR PRIVATE DEVELOPMENT
BETWEEN THE CITY OF ABBOTSFORD
& FIRST CITY STORAGE LLC.**

This Agreement entered into this ___ day of _____, 2024, by and between the City of Abbotsford, a Wisconsin municipal corporation (“City”) and FIRST CITY STORAGE LLC., a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City has established the Tax Incremental District No. 5 (the “District”) to permit certain costs incurred by the City for the development of the District to be reimbursed from property tax increments; and

WHEREAS, the City is authorized by § 66.1105 of Wisconsin Statutes, as amended from time to time, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the District Project Plan; and

WHEREAS, the City proposes to enter into a private development agreement with the Developer to achieve the objectives of and facilitate the development of the District’s Project Plan; and

WHEREAS, the Developer desires to purchase and develop a parcel of property in the District for business purposes. It is hereinafter referred to as the “Development”, which is the site plan incorporated herein by reference and is described and mapped in attached “Exhibit A.” This property is currently owned by the City. The City is prepared to provide assistance to the Developer in order to bring about development in accordance with this Agreement; and

WHEREAS, the proposed development by the Developer would not occur but for the development assistance being provided by the City under the terms of this Agreement;

NOW THEREFORE, in consideration of the Recitals, mutual promises, obligations, and benefits provided in this Agreement, the City and the Developer agree as follows:

**Section 1.
Findings and Determinations**

The City hereby finds and determines that:

1. The Private Development proposed by the Developer is consistent with the public purposes, plans and objectives respectively set forth in the District Project Plan.
2. A portion of the costs incurred or to be incurred by the City for the implementation of the District Project Plan will act as an inducement for the development by the Developer, and thereby making more likely the District Project Plan objectives and further adhering to the purposes and requirements of Wisconsin Statute § 66.1105.

Section 2.
Representations by the City

The City makes the following representations as the basis for entering into this Contract:

1. The City is a Wisconsin municipal corporation duly organized and existing under the laws of the State of Wisconsin.
2. The Development as proposed by the Developer constitutes a permitted use under the zoning ordinance of the City.
3. The activities of the City for this Development are undertaken and authorized for the purpose defined in Wisconsin Statutes §66.1105.

Section 3.
Representations by FIRST CITY STORAGE LLC

FIRST CITY STORAGE LLC represents and warrants that:

1. The Developer has full authority to execute and perform this agreement.
2. On the Property, the Developer will construct, operate, and maintain its Development in accordance with the terms of this Agreement and all local, state, and federal laws and regulations. The Development Plan is attached and incorporated into this Agreement as “Exhibit B”.
3. Developer is a business entity registered with the Wisconsin Department of Financial Institutions and licensed to conduct business in the State of Wisconsin.

Section 4.
Obligations of the Parties

1. The City shall convey to the Developer a parcel of land located at the intersection of E. Linden Street & 11th Street, with no physical property address assigned, but further described as Part of Lots 3 & 4 of Certified Survey Map #5765. Said CSM is attached and incorporated herein by reference as “Exhibit C”. The land will be conveyed to the Developer at a cost of \$1.00.
2. The Developer agrees to pay all surveying expenses, Certified Survey Map expenses, and closing costs related to this Agreement.
3. A public roadway along the east and north portion of the Developer’s property will also be provided by the City.
4. All structures placed upon the project site shall be constructed in accordance with all applicable local, state, and federal building and zoning laws, and shall be completed no later than December 31, 2024. Construction of this Development shall commence no later than July 1, 2024.

5. The City reserves the right to special assess for any future projects not covered in this Agreement. In the event the Development is not completed as planned by December 31, 2024, the Property, including all improvements, shall revert to the City. In the event of such a reversion, the Developer shall ensure that the Property is free and clear of all encumbrances, including but not limited to mortgages, liens, and delinquent taxes.
6. Notwithstanding the projections of value set forth above, upon full development the property shall be assessed for property tax purposes on a uniform basis with all other property in the City, and the Developer shall pay all applicable property taxes upon the value so assessed.
7. The Developer agrees that the property will not be sold or transferred to an entity which has tax-exempt status.

Section 5. Miscellaneous

1. Developer shall indemnify the City for all amounts of attorney's fees and expenses and expert fees/expenses incurred in enforcing this Agreement.
2. The City shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy all actual damages under this Agreement.
3. This Agreement is binding on the successors and assigns of the parties, including but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the property. If at any time the Property has more than one owner, any Payment for Municipal Services due under this Agreement for any Valuation Year shall be allocated among the owners in proportion to the fair market value of their property interests as of January 1 of the Valuation Year, as determined under section 4 of this Agreement.
4. This Agreement shall continue in full force and effect until such time as Developer's obligations and the City's obligations have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded, the parties shall jointly execute and record a release of the Agreement.
5. If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement remains valid and enforceable.
6. No waiver of breach of any provision of this Agreement shall be deemed a continuing waiver of the remainder of this Agreement.
7. The City does not become a partner, employer, principal or agent of or with the Developer. No vested right to develop the Project are granted to Developer by this document; the City does not warrant that Developer is entitled to any City approvals for development as a result of this Agreement.
8. Notice pursuant to this document shall be delivered to the following persons:

City: Josh Soyk, City Administrator

203 N. First Street
Abbotsford, WI 54405

Developer: Cole Jannene for FIRST CITY STORAGE LLC.

- 9. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin. The State of Wisconsin has original jurisdiction and legal disputes arising out of this Agreement shall be brought in Clark County Circuit Court.

Section 6.

Effective Date/Conformity

This contract shall be effective immediately upon its passage and approval by the Abbotsford Common Council and execution by FIRST CITY STORAGE LLC

Section 7.

Entire Agreement

There are no other agreements or understandings, either oral or in writing, between the parties affecting this Agreement.

DRAFT

[Acknowledgment page to follow]

DEVELOPER:

By: _____
Cole Jannene for
FIRST CITY STORAGE LLC

Dated: _____

CITY OF ABBOTSFORD:

By: _____
Jim Weix, Mayor

Dated: _____

Attest: _____
Erin Clausnitzer, Clerk

Dated: _____