

# City of Abbotsford

PO Box 89, 203 N. First Street, Abbotsford, WI 54405

City Hall (715) 223-3444 Fax (715) 223-8891

**AGENDA FOR  
ABBOTSFORD CITY COUNCIL  
TO BE HELD WEDNESDAY JUNE 19, 2019 6:00 P.M.  
AT THE ABBOTSFORD COUNCIL CHAMBER**

1. Call meeting to order
  - a. Roll Call
2. Pledge of Allegiance
3. Establish Order of the Day
4. Comments from the Mayor
5. Comments from the Administrator
6. Public Comments Pertaining to Agenda
7. June 2019 Bills
8. Resolution 2019-5 Plat Approval for Schilling Property
9. New Park in Schilling Subdivision
  - a. Approve/Disapprove Park layout
  - b. Playground Equipment for Park in Schilling Sub-division
  - c. Lavin Land Purchase
10. Public Works
  - a. Discussion of Future Street Repairs
  - b. Five Year Plan
  - c. Brush Pick Up
  - d. Repairs to Shortner Park
  - e. MSA Contract for 1<sup>st</sup> Avenue Street Work approved during budget process
  - f. MSA Contract for Sportsman's Addition
11. Budget Amendment for Public Works – Request to transfer \$25,000 budget allocation and \$623.17 in expenses from account 100-00-53420-000-000 Street Lighting Utilities to 100-00-53311-011-121 Public Works Utilities
12. La Botana Fest. Street Use Permit and 1 day Temporary Beer/Wine License
13. Approve/Disapprove Ordinance 2019-4 – Residency requirements for Boards and Commissions
14. Closing for July 5<sup>th</sup>
15. The City Council will convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the following purposes: Considering employment, promotion, compensation or

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

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

performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (Water/Wastewater Utility Operator)

16. Future Agenda Items – No Action Will Be Taken
17. Communications –
  - a. Dividend from League of Municipalities
18. Next Meeting July 17, 2019. City Council – July 1, 2019
19. Adjournment

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## COMBINED CHECKING ACCOUNT

ALL Checks

Posted From: 5/16/2019 From Account:  
Thru: 6/17/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
30452	5/16/2019	ABBY COUNTY MARKET Loan Remodeling from TIF	28,699.00
30453	5/22/2019	WISCONSIN MUNICIPAL COURT CLERK ASSOCIATION COURT CLERK EDUCATION	270.00
30454	5/22/2019	BRUESEWITZ, KEN PER CRAIG STUTTGEN-LABOR AND TOOL USAGE	400.00
30455	5/28/2019	PUBLIC SERVICE COMMISSION OF WISCONSIN 2018-2019 ADVANCE ASSESSMENT	1,782.10
30456	5/29/2019	UW-GREEN BAY-OUTREACH 2019 MUNICIPAL CLERK TRAINING	535.00
30457	5/29/2019	ABBOTSFORD SCHOOL DISTRICT 2018 MOBILE HOME TAXES	2,337.97
30458	5/31/2019	CELLCOM WAUSAU SERVICE FROM 5/24-6/23/19	52.35
30459	5/31/2019	REGISTER OF DEEDS PORTION OF E BIRCH STDISCONTINUED/VACATE	30.00
30460	6/03/2019	FRONTIER TELEPHONE SERVICE FROM 5/28-6/27/19	879.42
30461	6/03/2019	JAKEL PLUMBING, HEATING, & ELEC. INC. INSTALLED NEW 1-1/2" BACKFLOW DEVICE	1,917.50
30462	6/03/2019	WISCONSIN DNR-ENVIRONMENTAL FEES 2019 Environmental Fee	1,216.09
30463	6/05/2019	CLARK COUNTY ECONOMIC DEV CORP 2019 FULL PAGE AD	595.00
30464	6/10/2019	LAVIN CONSTRUCTION LLC INSPECT ROOF FOR LEAK AND REPAIR	152.16
30465	6/11/2019	ABBOTSFORD SCHOOL DISTRICT 2018 MOBILE HOME TAXES SHARE	8,762.54
30466	6/11/2019	ABT MAILCOM MAY UTILITY MAILINGS	541.20
30467	6/11/2019	ADVANCED DISPOSAL MAY 2019 SERVICES	8,593.27
30468	6/11/2019	AGSOURCE LAB WWTP-WATER FURANCE	27.50
30469	6/11/2019	ARAMARK CLOTHES	332.95
30470	6/11/2019	ASSOCIATED APPRAISAL CONSULTANTS INC JUNE SERVICES INCLUDES POSTING OF ASSESS	1,056.29

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30471	6/11/2019	BAKER & TAYLOR BOOKS	736.04
30472	6/11/2019	BATTERIES & BULBS LED'S - WATER	731.70
30473	6/11/2019	CENTER POINT LARGE PRINT BOOKS - LARGE PRINT	1,092.96
30474	6/11/2019	CINTAS MATTS	107.69
30475	6/11/2019	CLARK COUNTY TREASURER MAY 2019 MUNI COURT	549.80
30476	6/11/2019	CLIFFS SERVICE INC MAY FUEL	306.00
30477	6/11/2019	COLBY ABBOTSFORD POLICE COMMISSION MAY 2019	36,774.92
30478	6/11/2019	COMMERCIAL TESTING LABORATORY, INC. WWTP - TESTING	882.50
30479	6/11/2019	CORLEY, NANCY PROGRAMING	23.69
30480	6/11/2019	DALCO CLEANING SUPPLIES	504.93
30481	6/11/2019	DECKER SANITATION SERVICES WWTP	120.00
30482	6/11/2019	DIETRICH VANDERWAAL, S.C. PERSONNEL MATTERS	7,536.06
30483	6/11/2019	DISPLAY SALES COMPANY FLAGS	841.70
30484	6/11/2019	EHLERS & ASSOCIATES, INC ADMINISTRATION FEES	500.00
30485	6/11/2019	EO JOHNSON COMPANY CONTRACT SERVICE	139.02
30486	6/11/2019	FASTENAL COMPANY SUPPLIES	297.83
30487	6/11/2019	FISH WINDOW CLEANING MARCH WINDOW CLEANING	209.00
30488	6/11/2019	FOURMENS FARM HOME - COLBY MAY PURCHASES	100.15
30489	6/11/2019	FRENCH TOWN GREENHOUSE LLC FLOWERS/LABOR, ETC FOR 2019	1,277.77

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30490	6/11/2019	HAWKINS INC WATER - CHEMICALS	6,267.02
30491	6/11/2019	HERRERA, ALEJANDRA CANCELLED RED ARROW PARK RENTAL	100.00
30492	6/11/2019	HOLIDAY COMPANIES MAY 2019 SERVICES	348.33
30493	6/11/2019	HOOVER HYDRAULICS MOTOR RESEAL/BUNA N SEAL KIT	72.09
30494	6/11/2019	HYDRO CORP CONTRACT	470.00
30495	6/11/2019	INGRAM BOOK COMPANY BOOKS-RUNAWAY BRIDE, ETC	13.72
30496	6/11/2019	J.H. LARSON COMPANY LED LAMPS	33.01
30497	6/11/2019	JENSEN & SON ASPHALT RESTORATION ASPHALT PATCH-HIGHLINE/HICKORY/FRONTAGE	6,758.75
30498	6/11/2019	JOHNSON BLOCK AND COMPANY INC FINANCIAL AUDIT FOR 2018, FORM C FILING	10,775.00
30499	6/11/2019	LAVIN CONSTRUCTION LLC REPAIR 2 SCREENS AT KALEPP RESIDENCE	92.60
30500	6/11/2019	LIBRARIANS CHOICE BOOKS-LANDFORMS, POLLUTION, ACRYLICS ETC	166.06
30501	6/11/2019	LUEDTKE, LOUELLA VENDING MACHINE	25.44
30502	6/11/2019	MAKI WELDING SERVICE WELD STAINLESS PIPES IN WATER PLANT	81.00
30503	6/11/2019	MARATHON COUNTY TREASURER SPRING ELECTION CHARGES	221.50
30504	6/11/2019	MEGA FOODS FUEL - WW	136.62
30505	6/11/2019	MELVIN INC., FRANCIS GRADE A WDOT	2,412.50
30506	6/11/2019	MICROMARKETING LLC BOOKS	263.72
30507	6/11/2019	MID AMERICA BOOKS BOOKS	548.65
30508	6/11/2019	MSA PROFESSIONAL SERVICES INC SPORTMANS' ADDITION	40,701.25

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30509	6/11/2019	MUSSON BROTHERS, INC. SANITARY MAINLINE CONNECTION	26,775.00
30510	6/11/2019	NORTHERN LAKE SERVICE INC BROMATE	110.00
30511	6/11/2019	POSTMASTER 2019 BOX SERVICE FEE	120.00
30512	6/11/2019	PRECISION SEALCOATING INC SPRING STREET SWEEPING	3,800.00
30513	6/11/2019	RUDER, WARE, L.L.S.C. TIF 6 - SCHILLING PROPERTY/ABBYLAND APTS	1,209.25
30514	6/11/2019	SHORT ELLIOT HENDRICKSON INC. MARCH MONITORING DUMP	3,150.00
30515	6/11/2019	SMART APPLE MEDIA BOOKS	75.88
30516	6/11/2019	SMITH, JOHN CLOTHING/SHOE REIMBURSEMENT 2019	200.00
30517	6/11/2019	STAFFORD ROSENBAUM LLP MARATHON COUNTY CUP	1,520.50
30518	6/11/2019	STAPLES BUSINESS ADVANTAGE COUNCIL MEMBERS NAME PLATES	160.16
30519	6/11/2019	STATE OF WI - COURT FINES AND SURCHARGES MAY 2019 MUNI COURT SHARE	1,137.88
30520	6/11/2019	STATE OF WI - DEPARTMENT OF NATURAL RESOURCES 2019 WATER USE FEES	125.00
30521	6/11/2019	STREK-O DOORS REFUND BUILDING PERMITS APPLICATION	665.00
30522	6/11/2019	TOTAL CONTROL SYSTEMS INC VRD, RADIO & SCADA	7,943.33
30523	6/11/2019	TOTAL ELECTRIC MOTOR STARTER	139.74
30524	6/11/2019	TOWN & COUNTRY LAWN & LANDSCAPE WEEKLY LAWN MOVING - APRIL THROUGH OCT	2,350.00
30525	6/11/2019	TP PRINTING COMPANY, INC. MAY 2019	719.61
30526	6/11/2019	US BANK EQUIPMENT FINANCE COPIER CONTRACT PAYMENT	223.02
30527	6/11/2019	WISCONSIN STATE LABORATORY OF HYGIENE FLUORIDE	52.00

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30528	6/11/2019	WOLFGRAM, GAMOKE & HUTCHINSON, S.C. MUNI COURT LEGAL	1,036.97
30529	6/11/2019	WORLD BOOK INC BOOKS	319.00
30530	6/12/2019	DIETRICH VANDERWAAL, S.C. GENERAL MATTER - LEGAL	1,700.60
30531	6/12/2019	GRADY, DANIEL MOVING EXPENSE REIMBURSEMENT	2,000.00
30532	6/12/2019	HEARTLAND COOPERATIVE SERVICES MAY SERVICES	320.59
30533	6/12/2019	REGISTER OF DEEDS MARATHON CO PORTION OF E BIRCH ST DISCONT/VACATE	30.00
30534	6/12/2019	WI DEPT OF TRANSPORTATION SPORTSMAN IMPROVEMENT	347.21
30535	6/17/2019	AMERICAN ASPHALT OF WISCONSIN HFE MIX	646.00
30536	6/17/2019	D&D Sealcoating & Striping Crack Sealing	10,000.00
30537	6/17/2019	FISH WINDOW CLEANING JUNE 2019 SERVICES	209.00
30538	6/17/2019	J.H. LARSON COMPANY COPPER WIRE	121.29
30539	6/17/2019	LUEDTKE, LOUELLA VENDING MACHINE	31.34
30540	6/17/2019	MEGA FOODS MAY FUEL	106.71
30541	6/17/2019	STATE OF WISCONSIN DSPS Public Safety Bldg-Elevator ID 509165	50.00
30542	6/17/2019	STETSONVILLE OIL HIGH SULFUR DIESEL FUEL	1,013.81
30543	6/17/2019	USA BLUEBOOK 2.5" GAUGE-DRY STEEL CASE, SANDING VALVE	91.34
V1573	5/22/2019	CLAUSNITZER, ERIN Manual Check Pay period 05/04/2019 to 05/17/2019	895.46
V1574	5/22/2019	COLBY, WILLIAM Manual Check Pay period 05/04/2019 to 05/17/2019	1,190.93
V1575	5/22/2019	CORLEY, NANCY Manual Check Pay period 05/04/2019 to 05/17/2019	219.29

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V1576	5/22/2019	GEIGER, JEREMY	1,184.74
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1577	5/22/2019	GURALSKI, ROBERT	210.68
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1578	5/22/2019	JOCHIMSEN, JENNY	1,232.76
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1579	5/22/2019	KUYOTH, JACQUELYNN	341.77
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1580	5/22/2019	LANGTEAU, ALLEN	106.67
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1581	5/22/2019	LEFFEL, LAVERN	1,299.86
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1582	5/22/2019	LENZ, DEBORAH	418.10
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1583	5/22/2019	LUEDTKE, LOUELLA	1,320.63
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1584	5/22/2019	MEDENWALDT, TODD A.	676.78
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1585	5/22/2019	MUELLER, JOHN	210.68
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1586	5/22/2019	OLSON, KIMBERLY	95.96
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1587	5/22/2019	RANNO, RICK K.	122.36
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1588	5/22/2019	SANDERS, MARY	72.03
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1589	5/22/2019	SMITH, JOHN	1,212.14
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1590	5/22/2019	SOYK, JOSHUA	1,420.92
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1591	5/22/2019	STUTTGEN, CRAIG	1,499.25
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1592	5/22/2019	VOSS, LORI	46.17
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1593	5/22/2019	WEICH, JESSICA	152.95
	Manual Check	Pay period 05/04/2019 to 05/17/2019	
V1594	5/22/2019	GRADY, DANIEL	1,786.98
	Manual Check	Pay period 05/04/2019 to 05/17/2019	



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V1595	6/05/2019	ANDERS, GERALD	46.17
	Manual Check	Pay period 05/04/2019 to 05/31/2019	
V1596	6/05/2019	CLAUSNITZER, ERIN	1,132.42
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1597	6/05/2019	COLBY, WILLIAM	1,439.47
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1598	6/05/2019	CORLEY, NANCY	254.56
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1599	6/05/2019	FABER, BRENT	46.17
	Manual Check	Pay period 05/04/2019 to 05/31/2019	
V1600	6/05/2019	GEIGER, JEREMY	1,439.64
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1601	6/05/2019	GRADY, DANIEL	1,801.55
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1602	6/05/2019	HUTHER, LORI	60.03
	Manual Check	Pay period 05/01/2019 to 05/31/2019	
V1603	6/05/2019	JOCHIMSEN, JENNY	1,232.76
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1604	6/05/2019	KALEPP, JUDITH	219.29
	Manual Check	Pay period 05/04/2019 to 05/31/2019	
V1605	6/05/2019	KRAMAS, JACK	643.67
	Manual Check	Pay period 11/03/2018 to 05/31/2019	
V1606	6/05/2019	KUYOTH, JACQUELYNN	257.36
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1607	6/05/2019	LEFFEL, LAVERN	1,832.07
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1608	6/05/2019	LENZ, DEBORAH	435.18
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1609	6/05/2019	LUEDTKE, LOUELLA	1,544.52
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1610	6/05/2019	MEDENWALDT, TODD A.	938.99
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1611	6/05/2019	RACHU, MASON	152.38
	Manual Check	Pay period 05/01/2019 to 05/31/2019	
V1612	6/05/2019	RANNO, RICK K.	122.36
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1613	6/05/2019	SMITH, JOHN	1,440.03
	Manual Check	Pay period 05/18/2019 to 05/31/2019	

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V1614	6/05/2019	SOTO, FRANKIE	152.38
	Manual Check	Pay period 05/01/2019 to 05/31/2019	
V1615	6/05/2019	SOYK, JOSHUA	1,715.72
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1616	6/05/2019	STUTTGEN, CRAIG	1,768.72
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1617	6/05/2019	TOTZKE, JEREMY	106.20
	Manual Check	Pay period 05/04/2019 to 05/31/2019	
V1618	6/05/2019	VOSS, LORI	716.77
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1619	6/05/2019	WEICH, JESSICA	152.95
	Manual Check	Pay period 05/18/2019 to 05/31/2019	
V1620	6/05/2019	WEIDEMAN, ROGER	106.20
	Manual Check	Pay period 05/04/2019 to 05/31/2019	
V1621	6/05/2019	WEIX, JIM	152.38
	Manual Check	Pay period 10/04/2016 to 05/31/2019	
ACH-WRS	5/31/2019	WISCONSIN RETIREMENT SYSTEM	5,373.34
	Manual Check	RETIREMENT	
WIRE FE	5/10/2019	ABBY BANK	20.00
	Manual Check	WIRE FEE TO OFFSET VOID	
DB-PO 6/5	6/04/2019	POSTMASTER	51.40
	Manual Check	WATER - SAMPLES	
ACH-NS 605	6/05/2019	NORTH SHORE BANK	225.00
	Manual Check	PAYROLL 6/5/2019	
ACH-ST 522	5/22/2019	PAYROLL DEPOSIT - STATE	914.50
	Manual Check	PAY ROLL 5/22/2019	
ACH-WE 605	6/05/2019	WE ENERGIES	450.06
	Manual Check	SERVICE FROM 4/16-5/16-19	
DB-OS 5/16	5/16/2019	OFFICE SUPPLY	95.95
	Manual Check	VOTING REGISTRATION BINDERS	
DB-PO 5/22	5/22/2019	POSTMASTER	110.00
	Manual Check	OFFICE POSTAGE	
VOID-30459	5/31/2019	REGISTER OF DEEDS	-30.00
	Manual Check	VOID CK 30459 - WRONG COUNTY	
ACH-ETF-605	6/05/2019	PAYROLL - DEF COMP - ETF	555.00
	Manual Check	PAY PERIOD 6/6/2019	
ACH-FED 6/5	6/05/2019	PAYROLL DEPOSITS - EFTPS	6,242.03
	Manual Check	PAY PERIOD 6/5/5019	

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ACH-NS 5/22	5/22/2019	NORTH SHORE BANK	225.00
	Manual Check	PAY PERIOD 5/22/2019	
ACH-ST 2018	5/21/2019	PAYROLL DEPOSIT - STATE	273.54
	Manual Check	2018 W/H TAXES	
ACH-UH JUNE	6/03/2019	UNITED HEALTH INSURACE	2,757.75
	Manual Check	JUNE HEALTH INSURANCE COVERAGE	
DB-AMAZ 520	5/20/2019	AMAZON.COM	59.99
	Manual Check	ISN'T IT ROMANTIC, THE UPSIDE, ETC	
DB-AMAZ 6/3	6/03/2019	AMAZON.COM	602.89
	Manual Check	EYE WASH & SHOWER SAFETY STATION	
DB-POST 607	6/07/2019	POSTMASTER	110.00
	Manual Check	STAMPS	
DB-SHOP 5/2	6/11/2019	SHOPKO	-34.99
	Manual Check	VOID - POSTED IN WRONG MONTH	
DB-SHOP5/28	5/28/2019	SHOPKO	31.64
	Manual Check	PLANTER	
DB-WALM 517	5/17/2019	WALMART	14.14
	Manual Check	THREAD, FELT PIRATE, FELT BRIGHT	
VOID - BOND	5/29/2019	BOND TRUST SERVICE CORPORATION	-21,412.50
	Manual Check	VOID POSTED IN WRONG MONTH	
ACH-CLARK 52	5/24/2019	CLARK ELECTRIC COOPERATIVE	3,889.62
	Manual Check	SERVICE FROM 4/1-5/1/2019	
ACH-COA 5/28	5/28/2019	CITY OF ABBOTSFORD - DIRECT PMT	2,612.37
	Manual Check	SERVICES FROM 3/26-4/26/19	
ACH-ETF 5/22	5/22/2019	PAYROLL - DEF COMP - ETF	95.00
	Manual Check	PAY PERIOD 5/22/2019	
ACH-ETF- 6/5	6/05/2019	PAYROLL - DEF COMP - ETF	95.00
	Manual Check	PAY PERIOD 6/5/2019	
ACH-FED 5/22	5/22/2019	PAYROLL DEPOSITS - EFTPS	4,906.64
	Manual Check	PAY PERIOD 5/22/19	
ACH-INT 5/31	5/31/2019	ABBY BANK	1,957.27
	Manual Check	MAY INTEREST ACCT 700343	
ACH-INT 5/31	5/31/2019	FORWARD FINANCIAL	17.64
	Manual Check	MAY INTEREST ACCT 7343	
ACH-NSF-5/31	5/31/2019	ABBY BANK	8.00
	Manual Check	NSF FEE - TANYA MCKEE	
ACH-STATE 65	6/05/2019	PAYROLL DEPOSIT - STATE	1,202.86
	Manual Check	PAYROLL 6/5/2019	

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ACH-VOID 531	5/31/2019	ABBY BANK	-1,957.27
	Manual Check	VOID CK INTEREST	
ACH-VOID 531	5/31/2019	FORWARD FINANCIAL	-17.64
	Manual Check	VOID INTEREST CK	
ACH-WRS 5/22	5/22/2019	PAYROLL - DEF COMP - ETF	555.00
	Manual Check	PAY PERIOD 5/22/19	
ACH-XCEL 517	5/17/2019	XCEL ENERGY	3,035.84
	Manual Check	SERVICE FROM 3/13-4/13/19	
ACH-XCEL 517	5/17/2019	XCEL ENERGY	3,035.84
	Manual Check	SERVICE 3/13-4/13/19	
ACH-XCEL 517	5/17/2019	XCEL ENERGY	3,035.84
	Manual Check	SERVICE FROM 3/13-4/13/19	
ACH-XCEL 603	6/03/2019	XCEL ENERGY	24.94
	Manual Check	52-5489993-9 - WTR PLNT/WELL 1,4, 2	
ACH-XCEL 604	6/04/2019	XCEL ENERGY	2,893.84
	Manual Check	SERVICE FROM 3/21-4/19/19	
ACH-XCEL 611	6/11/2019	XCEL ENERGY	2,256.37
	Manual Check	SERVICES FROM 4/21-5/20/19	
ACH-XCEL 613	6/13/2019	XCEL ENERGY	370.42
	Manual Check	SERVICE FROM 4/21-5/20/2019	
ACH-XCEL 617	6/17/2019	XCEL ENERGY	3,218.27
	Manual Check	SERVICE FROM 4/13-5/11/19	
ACJ-XCEL 612	6/12/2019	XCEL ENERGY	826.48
	Manual Check	SERVICES FROM 4/21-5/20/19	
BOND 5/29/20	5/29/2019	BOND TRUST SERVICE CORPORATION	21,412.50
	Manual Check	ADJUST TO ACTUAL	
DB-AMAZ-5/28	5/28/2019	AMAZON.COM	26.88
	Manual Check	OUTLANDER - SEASON 4	
DB-POST 5/16	5/16/2019	POSTMASTER	3.10
	Manual Check	POSTAGE	
DB-POST 5/20	5/20/2019	POSTMASTER	1.15
	Manual Check	POSTAGE	
v ACH-ST2018	5/21/2019	PAYROLL DEPOSIT - STATE	-273.54
	Manual Check	VOID - POSTED IN WRONG MONTH	
VOID - 30236	12/31/2018	RUDER, WARE, L.L.S.C.	21.82
	Manual Check	VOID CK 30236	
VOID - 30419	5/10/2019	LAVIN CONSTRUCTION LLC	-152.16
	Manual Check	VOID -CK # 30419 DID NOT REC CK VIA MAIL	

6/17/2019 10:43 AM

Reprint Check Register - Quick Report - ALL

Page: 11  
ACCT

COMBINED CHECKING ACCOUNT

ALL Checks

Posted From: 5/16/2019 From Account:  
Thru: 6/17/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
VOID-WIRE FE	5/10/2019	ABBY BANK	
	Manual Check	VOID-POSTED IN WRONG MONTH	-20.00
VOID-XCEL517	5/17/2019	XCEL ENERGY	
	Manual Check	VOID - ENTERED INCORRECTLY	-3,035.84
VOID-XCEL517	5/17/2019	XCEL ENERGY	
	Manual Check	VOID-ENTERED INCORRECTLY	-3,035.84
Grand Total			328,171.78

COMBINED CHECKING ACCOUNT

ALL Checks

Posted From: 5/16/2019 From Account:  
Thru: 6/17/2019 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	157,733.68
Total Expenditure from Fund # 400 - LIBRARY	8,370.12
Total Expenditure from Fund # 600 - WATER UTILITY FUND	42,552.63
Total Expenditure from Fund # 800 - SEWER UTILITY FUND	51,265.30
Total Expenditure from Fund # 900 - TIF DISTRICT #5	200.00
Total Expenditure from Fund # 960 - TIF DISTRICT #6	68,050.05
Total Expenditure from all Funds	328,171.78

## Resolution 2019-5

### A RESOLUTION TO APPROVE A NEW PLAT FOR THE SCHILLING SUBDIVISION

1. *On June 11, 2019 the Wisconsin Department of Administration approved*
2. *The final plat review for the Schilling Subdivision in the City of Abbotsford.*
3. *On May 23, 2019 and June 3, 2019, the City of Abbotsford Plan Commission*
4. *And City Council, respectively, the approved the land use provisions for the Schilling*
5. *Subdivision.*
6. **NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Abbotsford, Clark
7. County and Marathon County, WI has reviewed the attached plat for the Schilling
8. Subdivision.
9. **BE IT FURTHER RESOLVED**, that the plat:
10. – Complies with local comprehensive plans;
11. - Conforms with area wide water quality management regulations;
12. - Complies with Wisconsin shoreland management regulations;
13. - Resolves possible problems with storm water runoff;
14. - Fits the design of the topography;
15. - Displays well designed lot and street layout;
16. – Is served by public sewer system;
17. – Includes service by necessary utilities
18. **BE IT FINALLY RESOLVED**, the City Council of the City of Abbotsford, Clark County and Marathon County, WI does hereby approve of the final plat (attached) for the Schilling Subdivision and authorizes the City Administrator to file the final plat with the Clark County Registrar of Deeds

---

Mayor Lori Voss

**ATTEST:**

---

Dan Grady – City Administrator/Clerk

---

Duly and Officially Adopted on this date



TONY EVERS  
GOVERNOR  
JOEL BRENNAN  
SECRETARY

**Plat Review**

101 E Wilson St FL 9, Madison WI 53703  
PO Box 1645, Madison WI 53701  
(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<http://doa.wi.gov/platreview>

**0053**

June 11, 2019

PERMANENT FILE NO. 27948

CHAD BESAW  
MSA PROFESSIONAL SERVICES  
146 N CENTRAL AVE STE 201  
MARSHFIELD WI 54449

Subject: SCHILLING'S SUBDIVISION  
NW 1/4 S36 T29N R1E  
CITY OF ABBOTSFORD, CLARK COUNTY

Dear Mr. Besaw:

You have submitted SCHILLING'S SUBDIVISION for review. The Department of Administration does not object to the final plat bearing the June 7, 2019 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

The Department of Administration has no conditions for this plat.

Note to Surveyor: You must sign, date, and seal both sheets of the plat prior to final approval and recording.

Note to all: The surveyor indicated that all exterior monuments have been set and that the City of Abbotsford has temporarily waived placing the interior monuments per s. 236.15 (1) (h), Wis. Stats.

The plat shall be presented to the City Council for final approval and signing. The City, during its review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.



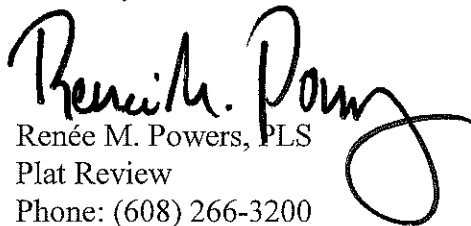
Chad Besaw

June 11, 2019

Any changes to the plat involving details checked by this Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below.

Sincerely,

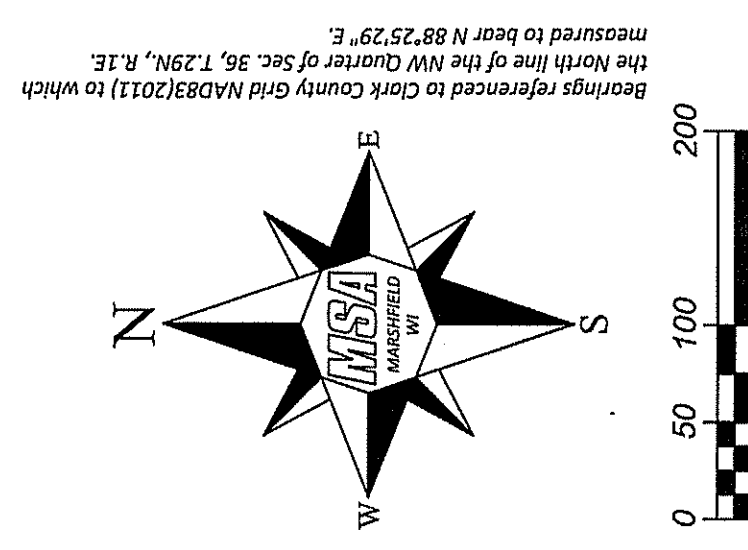
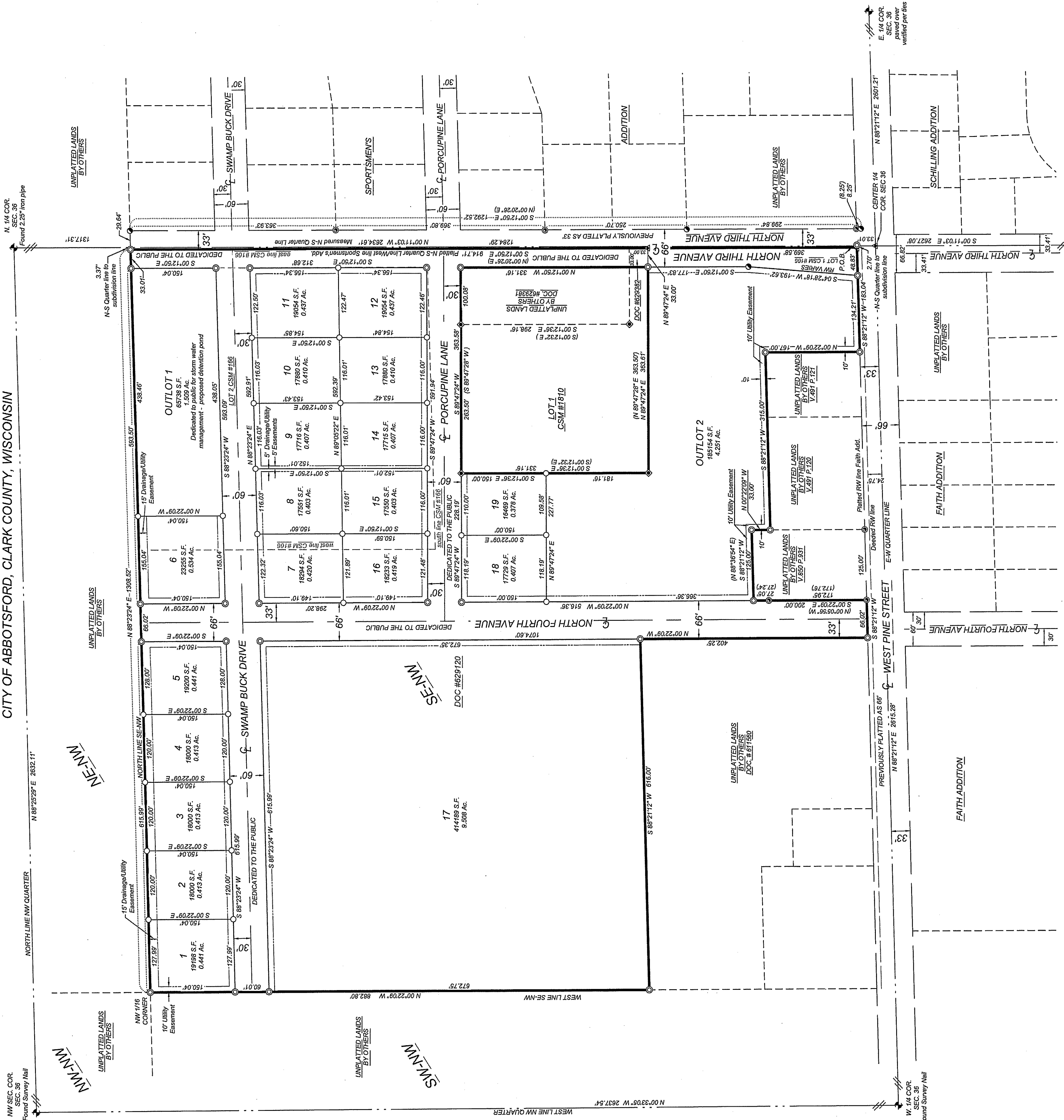
  
Renée M. Powers, PLS  
Plat Review  
Phone: (608) 266-3200

Enc: Recordable Document, Print

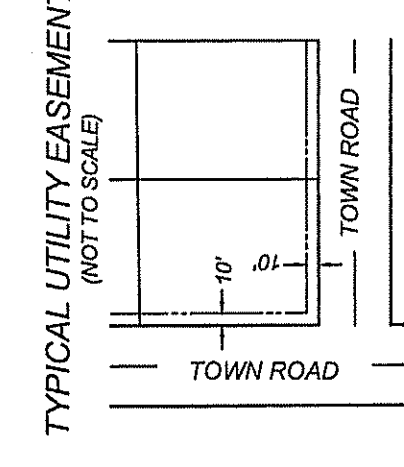
cc: City of Abbotsford, Owner  
Clerk, City of Abbotsford  
Register of Deeds  
WCWRPC

ORIGINAL RECEIVED FROM SURVEYOR ON 05/10/2019; REVIEWED ON 06/05/2019  
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 06/07/2019

**SCHILLING'S SUBDIVISION**  
 LANDS BEING PART OF THE  
 SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,  
 PART OF CSM #1810, ALL OF CSM #166,  
 SECTION 36, TOWNSHIP 29 NORTH, RANGE 1 EAST,  
 CITY OF ABBOTSFORD, CLARK COUNTY, WISCONSIN

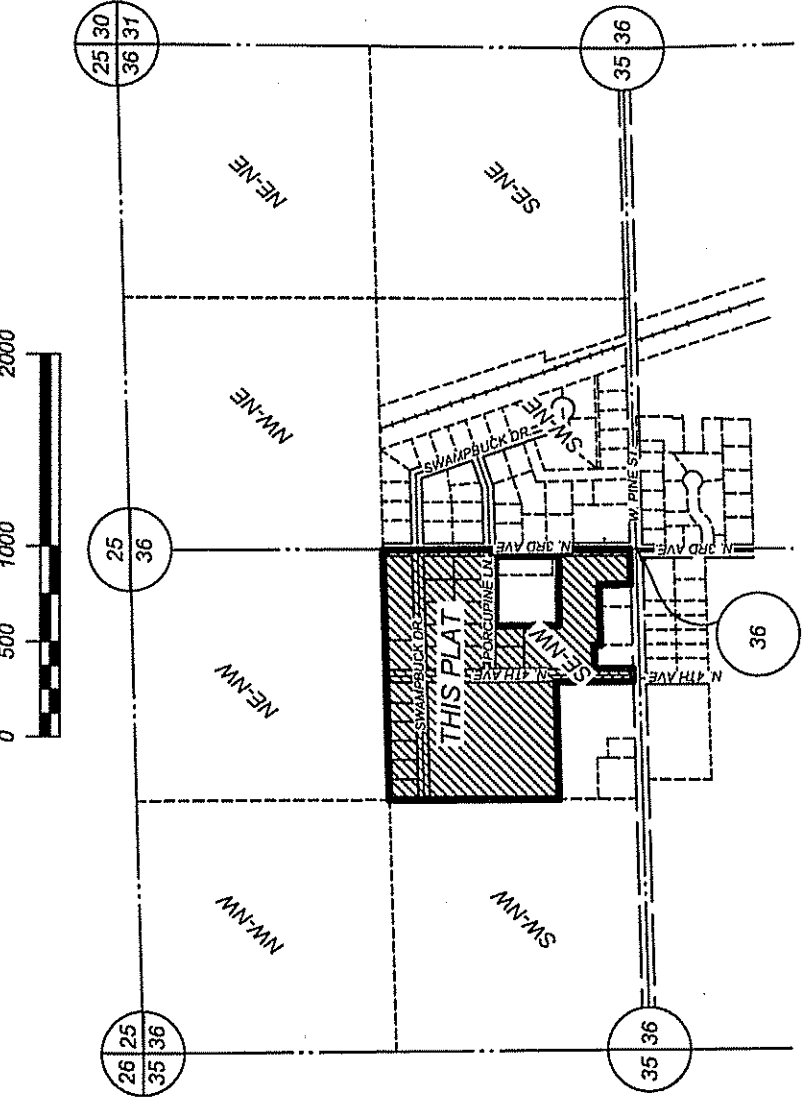


**TYPICAL BUILDING SETBACKS**  
 \*as of July 2018\*  
 SINGLE FAMILY RESIDENTIAL  
 Min. .25 feet from City's right of way line.  
 Min. .40 feet from side lot line.  
 Min. .10 feet from rear lot line.  
 MULTIFAMILY  
 Min. .35 feet from City's right of way line.  
 Min. .20 feet from side lot lines.  
 Min. .50 feet from rear lot lines.



**UTILITY EASEMENT RESTRICTION**  
 No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line.  
 The maintenance, displacement of a survey monument is a public utility easement and shall be for the use of public bodies and private/public utilities having the right to serve this subdivision.

**LOCATION SKETCH**  
 PART OF THE SE-NW SEC. 36, T.29N., R.1E.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
 Certified June 11<sup>th</sup> 2019  
 Kevin M. Dowd  
 Department of Administration

Project No. 7681026		Sheet 1 of 2	
Schilling's Subdivision			
Prepared For: THE CITY OF ABBOTSFORD			
NO.	DATE	REVISION	BY
1	5/26/2019	preliminary review comments addressed	CMB
2	6/7/2019	final review comments addressed	CMB
Cadd File: P:\7681026\7681026.dwg			
Initial Fieldwork Completed: 5/2018			
Drawn by: CMB			
Date: 10/16/2018			
Final Fieldwork Completed: 5/2019			
Checked by: JDL			
Scale: 1" = 100'			
ENGINEERING   ARCHITECTURE   SURVEYING 70146 North Central Avenue, Suite 201 Marshfield, WI 54449 www.msa-ia.com © 2018 MSA International, Inc.			

**SCHILLING'S SUBDIVISION**  
 LANDS BEING PART OF THE  
 SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,  
 PART OF CSM #1810, ALL OF CSM #166,  
 SECTION 36, TOWNSHIP 29 NORTH, RANGE 1 EAST,  
 CITY OF ABBOTSFORD, CLARK COUNTY, WISCONSIN

**CERTIFICATES:**  
 SURVEYOR'S CERTIFICATE  
 COMMON COUNCIL  
 CORPORATE OWNER DEDICATION  
 CITY TREASURER  
 COUNTY TREASURER

**Surveyor's Certificate**

I, Chad A. Besaw, professional land surveyor # S-3029, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Abbotsford, and under the direction of The City of Abbotsford, I have surveyed, divided and mapped Schilling's Subdivision, that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed, and that this land is part of the Southeast Quarter of the Northwest Quarter, part of Certified Survey Map Number 1810 as recorded in Document Number 569608 in Clark County Register of Deeds, all being located in Section 36, Township 29 North, Range 1 East, City of Abbotsford, Clark County, Wisconsin containing 28.29 acres of land, more particularly described as:

Commencing at the West Quarter Corner of said Section 36; Thence along the East-West Quarter line N 88°21'12" E, for a distance of 2615.28 feet to the Center 1/4 Corner of Section 36; Thence along the North-South Quarter line N 00°14'03" W, for a distance of 33.01 feet to the North right of way line of West Pine Street extended; Thence along said North line, S 88°21'12" W, for a distance of 2.70 feet to the Southwest corner of North Third Avenue as platted and dedicated in Sportsman's Addition recorded as Document Number 377802 in Clark County Register of Deeds, Being the Point of Beginning;

Thence continuing along said North line of West Pine Street as platted and dedicated in Faith Addition recorded as Document Number 301387 in Clark County Register of Deeds, S 88° 21' 12" W, for a distance of 183.04 feet to the East line of those lands described in Volume 491, Page 121 as recorded in Clark County Register of Deeds;

Thence along said East line, N 00° 22' 09" W for a distance of 167.00 feet to said volume and page;

Thence along the North line of said volume and page, and the North line of lands described in Volume 491, Page 120 as recorded in Clark County Register of Deeds, S 88° 21' 12" W, for a distance of 315.00 feet to the East line of those lands described in Volume 850, Page 931 as recorded in Clark County Register of Deeds;

Thence along the East line of said volume and page, N 00° 22'09" W, for a distance of 33.00 feet to the Northeast corner of said volume and page;

Thence along the North line of said volume and page, S 88° 21' 12" W, for a distance of 123.00 feet to the Northwest corner of said volume and page;

Thence along the West line of said volume and page, S 00° 22' 09" E for a distance of 200.00 feet to the North right of way line of West Pine Street as platted and dedicated in Faith Addition;

Thence along said West line, S 88° 21' 12" W for a distance of 66.02 feet to the East line of those lands described in Document Number 611550 as recorded in Clark County Register of deeds;

Thence along the East line of said volume and page, N 00° 22' 09" W for a distance of 402.25 feet to the Northeast corner of said volume and page;

Thence along the North line of said volume and page, S 88° 21' 12" W for a distance of 616.00 feet to the West line of the Southeast Quarter of the Northwest Quarter;

Thence along said West line, N 00° 22' 09" W for a distance of 882.80 feet to the Northwest Sixteenth Corner;

Thence along the North line of the Southeast Quarter of the Northwest Quarter, N 88° 23' 24" E for a distance of 1308.52 feet to the Northwest corner of North Third Avenue as platted and dedicated in said Sportsman's Addition, said point being S 88°23'24" W of, and 3.37 feet from the Center North 1/4 6th Corner;

Thence along the West line of said platted North Third Avenue, S 00° 12' 50" E, for a distance of 914.71 feet to the Southeast corner of Lot 1 of Certified Survey Map Number 1810 as recorded in Volume 878 on Page 694 of Records as Document Number 569608 in Clark County Register of Deeds;

Thence along the South line of said volume and page, S 89° 47' 24" W, for a distance of 33.00 feet to the West right of way line of North Third Avenue as dedicated on this Plat;

Thence along said West line, N 00° 12'50" W, for a distance of 331.16 feet to South right of way line of Porcupine Lane as dedicated on this Plat;

Thence along said South line, S 89°47'24" W, for a distance of 363.58 feet to the Northwest corner of said Certified Survey Map Number 1810;

Thence along the West line of said Certified Survey Map, S 00° 12' 36" E for a distance of 331.16 feet the Southwest corner of said Certified Survey Map;

Thence along the South line of said Certified Survey Map, N 89° 47' 24" E, for a distance of 363.61 feet to the West right of way line of North Third Avenue as dedicated on this Plat;

Thence continuing along the South line of said Certified Survey Map, N 89° 47' 24" E, for a distance of 33.00 feet to the West right of way line of North Third Avenue as platted and dedicated in said Sportsman's Addition;

Thence along said West line, S 00° 12' 50" E, for a distance of 369.58 feet to the Point of Beginning;

Thence along said West line, N 00° 12'50" W, for a distance of 331.16 feet to South right of way line of Porcupine Lane as dedicated on this Plat;

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
 (Surveyor's Signature)

Revised this \_\_\_\_\_ day of \_\_\_\_\_.

**Common Council Approval Certificate**  
 Resolved, that the plat of \_\_\_\_\_ Schilling's Subdivision  
 in the City of Abbotsford,  
 City of Abbotsford, owner, is hereby approved by the common council.

Date \_\_\_\_\_  
 Approved \_\_\_\_\_ (Mayor)  
 Date \_\_\_\_\_  
 Signed \_\_\_\_\_ (Mayor)

**Corporate Owner's Certificate of Dedication**

City of Abbotsford a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

City of Abbotsford does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- State of Wisconsin Department of Administration, Plat Review  
 - The City of Abbotsford

IN WITNESS WHEREOF, the said City of Abbotsford has caused these presents to be signed by \_\_\_\_\_ its president, and countersigned by \_\_\_\_\_ its secretary (cashier), at \_\_\_\_\_ Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

\_\_\_\_\_  
 Corporate Name  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Secretary or Cashier

**Corporate Owner's Notary Certificate**

STATE OF WISCONSIN  
 COUNTY) SS  
 Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) \_\_\_\_\_ Notary Public,  
 \_\_\_\_\_ Wisconsin  
 My commission expires \_\_\_\_\_

**Certificate of City Treasurer**  
 STATE OF WISCONSIN  
 COUNTY) SS

I, \_\_\_\_\_, being the duly elected (appointed) qualified and acting (city) (village) (town) treasurer of the (city) (village) (town) of \_\_\_\_\_ do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of \_\_\_\_\_ (date) \_\_\_\_\_ on any of the land included in the plat of Schilling's Subdivision.

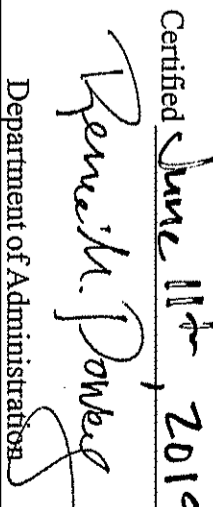
(Date) \_\_\_\_\_ Treasurer

**County Treasurer's Certificate**

STATE OF WISCONSIN  
 COUNTY) SS

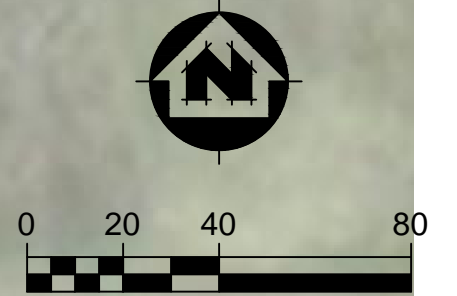
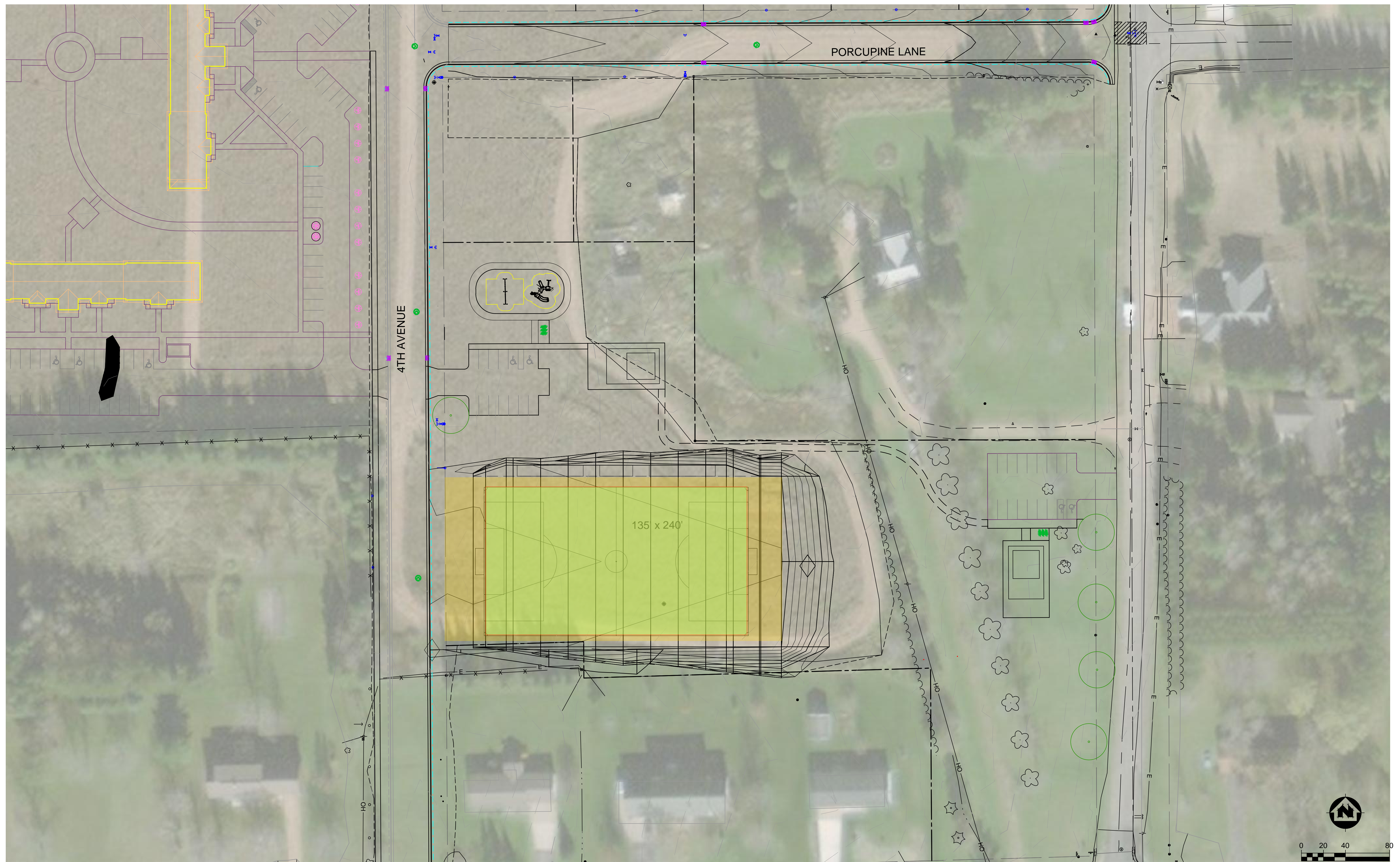
I, \_\_\_\_\_, being the duly elected, qualified and acting treasurer of the county of \_\_\_\_\_ do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of (date) \_\_\_\_\_ affecting the lands included in the plat of Schilling's Subdivision.

(Date) \_\_\_\_\_ Treasurer

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
 Certified June 11<sup>th</sup>, 2019  
  
 Department of Administration



NO.	DATE	REVISION	BY
1	5/06/2019	preliminary review comments addressed	CAB
2	6/7/2019	final review comments addressed	CAB



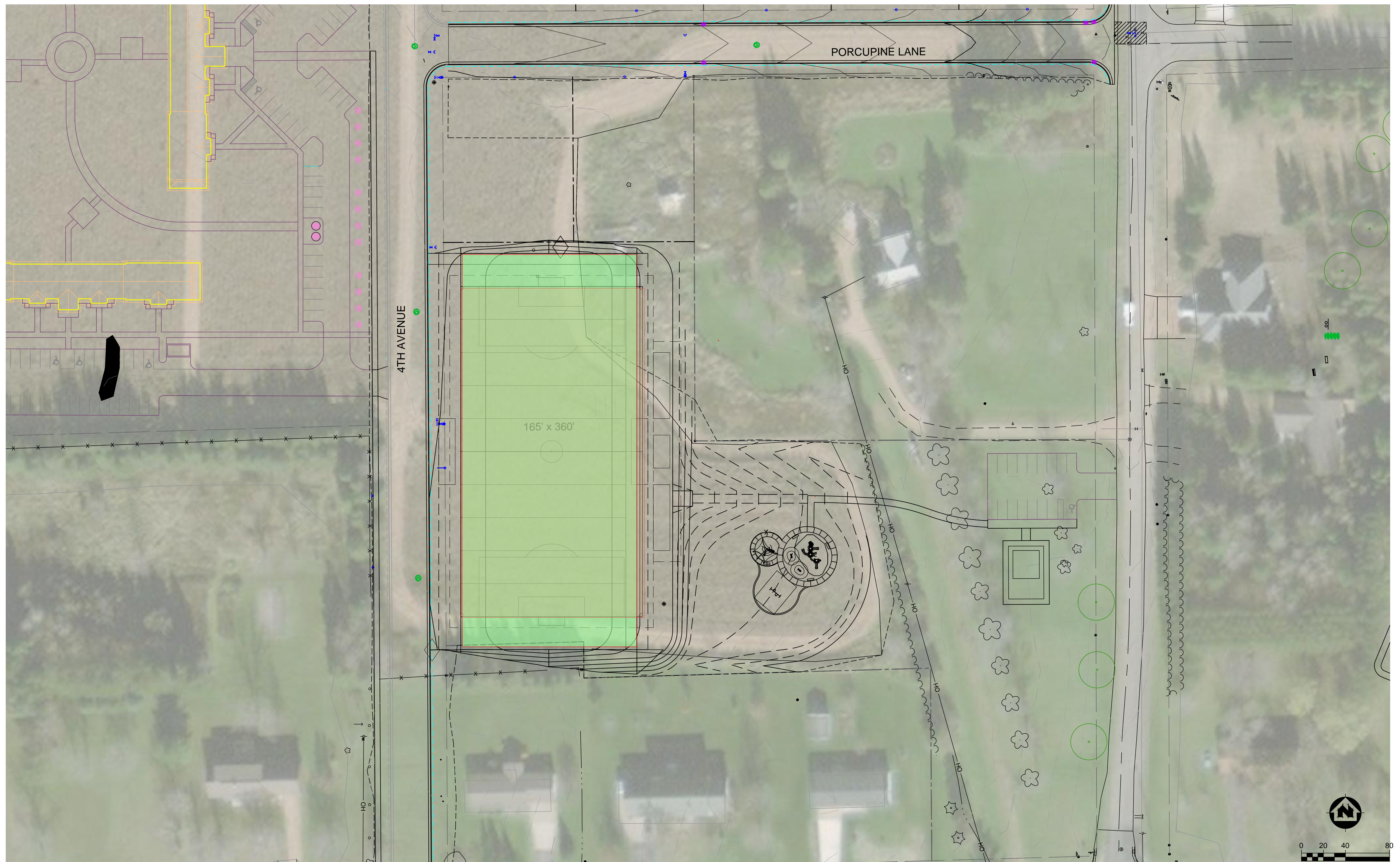
PROJECT NO.:	07681026	SCALE:	AS SHOWN	NO.	DATE	REVISION	BY:
PROJECT DATE:	6/19/2019	DRAWN BY:	jk	-	-	-	-
F.B.:	-	CHECKED BY:	drs	-	-	-	-
PLOT DATE:	6/17/19, P:\7600s\7680s\768107681026\CADD\Construction Drawings\Soccer Site Plan.dwg						


**MSA**  
 ENGINEERING | ARCHITECTURE | SURVEYING  
 FUNDING | PLANNING | ENVIRONMENTAL  
 146 North Central Ave, Marshfield WI 54449  
 (715) 384-2133 www.msa-ps.com  
© MSA Professional Services, Inc.

**SCHILLING FARM SUBDIVISION**  
 CITY OF ABBOTSFORD  
 CLARK COUNTY, WI

**PARK SITE PLAN - EAST/WEST**

FILE NO.  
**07681026**  
 SHEET  
**G 1**



PROJECT NO.:	07681026	SCALE:	AS SHOWN	NO.	DATE	REVISION	BY:
PROJECT DATE:	6/19/2019	DRAWN BY:	jk	-	-	-	-
F.B.:	-	CHECKED BY:	drs	-	-	-	-
PLOT DATE:	6/17/19, P:\17600s\17680s\17681026\CADD\Construction Drawings\Football Site Plan.dwg						


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 146 North Central Ave, Marshfield WI 54449  
 (715) 384-2133 www.msa-ps.com  
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SCHILLING FARM SUBDIVISION  
 CITY OF ABBOTSFORD  
 CLARK COUNTY, WI

PARK SITE PLAN - NORTH/SOUTH

FILE NO.  
 07681026  
 SHEET  
 G 1



**DRAFT**

PROJECT NO.:	07681026	SCALE:	AS SHOWN	NO.	DATE	REVISION	BY:
PROJECT DATE:	6/19/2019	DRAWN BY:	jk	-	-	-	-
F.B.:	-	CHECKED BY:	dfs	-	-	-	-

PLOT DATE: 6/17/19, P:\76006\76806\768107681026\CADD\Construction Drawings\AMEND 4 - PARK PROJECT\Football Site Plan.dwg

**MSA**  
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 (715) 384-2133 www.msa-ps.com  
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**SCHILLING FARM SUBDIVISION**  
 CITY OF ABBOTSFORD  
 CLARK COUNTY, WI

**PARK SITE PLAN**

FILE NO.  
07681026  
 SHEET  
G 1



809 Bluebird Pass  
Cambridge, WI 53523  
Phone: 800-775-8937  
Fax: 608-423-7655

Email: [vern@leerecreation.com](mailto:vern@leerecreation.com)

## QUOTATION

DATE: June 14, 2019

TO: Craig Stuttgen  
City of Abbotsford  
1001 E. Elm St.  
Abbotsford, WI 54405

FROM: Vern Lee  
RE: Abbyland Park Proposal - Revised

---

### BCI BURKE:

1-#NUIN-2855	Nucleus/Intensity Playground Structure	\$30,600.00 Sale Price
2-#560-0453	Step Spot Pods	\$ 448.00
1-#RockIT	Rock It Wall Panels	\$ 3,300.00
1-#560-2579	Volta Inclusive Spinner	\$ 4,700.00
	Subtotal Equipment	\$39,048.00
	58-4' Borders	\$ 2,320.00
	Supervised Install	\$ 4,000.00
	Freight/Delivery	\$ 750.00
	<b>TOTAL</b>	<b>\$46,118.00</b>

Supervised Assembly/Installation by Lee Recreation, LLC

*WE supply a minimum of 2 experienced installers to work alongside your volunteers*

*WE supply the auger & all tools*

*YOU supply the volunteers & concrete for the project*

Quote Accepted

by: \_\_\_\_\_ Date: \_\_\_\_\_

- TERMS: Net 30
- Site Preparation, Assistance with Assembly/Installation, Resilient Surfacing is the responsibility of the City of Abbotsford
- Lead-Time: 4-6 Weeks Upon Receipt of Order
- Quote effective: **Sale Ends 6-29-19**

















































Shofner Park Estimate

Jordan Soyh

Material + Labor \$1,900

New D-Edge + Fascia \$375

Total - \$2,275



# Professional Services Agreement

This AGREEMENT (Agreement) is made today June 3, 2019 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** City of Abbotsford – 1<sup>st</sup> Avenue Rehabilitation

**The scope of the work authorized is:** See Attached Scope of Services (Attachment A)

**The schedule to perform the work is:** Approximate Start Date: June 2019  
Approximate Completion Date: October 2019

**The lump sum fee for the work is:** \$20,300


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

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

## CITY OF ABBOTSFORD

## MSA PROFESSIONAL SERVICES, INC.

\_\_\_\_\_  
Lori Voss  
Mayor  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Daniel Borchardt, P.E.  
Team Leader  
Date: 5/30/2019

Attest:  
  
\_\_\_\_\_  
Administrator: Dan Grady  
Date: \_\_\_\_\_

203 North First Street  
Abbotsford, WI 54405  
Phone: 715-223-3444

146 N. Central Avenue  
Marshfield, WI 54449  
Phone: 715-384-2133

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

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

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

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

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

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

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

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

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

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

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

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

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

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of INSERT STATE.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of INSERT STATE for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



## PROJECT DESCRIPTION

The project consists of rehabilitating 1<sup>st</sup> Ave (no sidewalks) from Linden Street to Elm Street (approximately 950 feet). The curb and gutter is planned to remain aside from spot repairs and pavement is planned to be pulverized and new 4 inches of pavement place. Storm structures are planned to be improved and basins added behind the curb and gutter as needed. Underdrain and road EBS/ base aggregate improvements may be needed in spot locations.

MSA assumes no post-construction stormwater permitting will be necessary.

## SCOPE OF SERVICES

MSA will provide services as set forth below.

### 1. Design

- Project Administration
  - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Quality Assurance/Quality Control
  - Employ documented quality-assurance/quality-control procedures throughout project.
- Project Site Information
  - Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
  - Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
  - Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
  - Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- Design – Street/Utility
  - Roadway Design: Develop horizontal and vertical alignments for roadway and curb and gutter. Prepare pavement design, typical section, cross sections and construction details.
  - Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
  - Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
  - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- Plan Preparation and Drafting
  - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
  - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
- Specifications

- Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
- Permits: Prepare permit application and required attachments for:
  - Construction Site Erosion Control and Storm Water Management
- Design Meetings (Three meetings Assumed)
  - Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
  - Final Plan review: Attend one meeting with staff, and one meeting with elected officials.
  - Final Presentation to City Council.

## 2. Bidding

- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Conduct an Electronic Bid Opening located at MSA's Office
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids and in assembling and awarding construction contracts.

## DELIVERABLES

MSA will provide the following deliverables:

1. Topographic base map.
2. Preliminary plans: one paper copy.
3. Preliminary Construction Cost Estimate
4. Final Construction Cost Estimate
5. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
6. Bidding Documents: two paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

## ADDITIONAL SERVICES

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

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

## PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

ATTACHMENT A:  
SCOPE OF SERVICES

Date	Milestone
June 2019	Owner approves Professional Services Agreement
June 2019	MSA begins work
July 2019	Preliminary Plans complete
August 2019	Final Plans complete, Permit applications submitted
August 2019	Bidding process
September 2019	Owner awards construction contract
September 2019 to November 2019	Construction



**Amendment  
No. 2**

**To: City of Abbotsford  
Lori Voss  
203 N. First Street  
Abbotsford, WI 54405**

**Date of Issuance: 5/30/19  
MSA Project No.: 7681027**

This is an amendment to the Agreement dated July 2, 2018 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

**Project Name:** City of Abbotsford

**The project scope has changed due to:** Provide Construction Administration Services

**The scope of the work authorized is:** See attached.

**The schedule to perform the work is:** Approximate Start Date: 6/3/19  
Approximate Completion Date: 8/30/19

**The lump sum fee for the work is:** \$21,000


Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum basis.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

**CITY OF ABBOTSFORD**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Lori Voss  
Mayor  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Daniel Borchardt  
Senior Project Engineer  
Date: 5-30-19

Attest: City Clerk

146 North Central Ave  
Suite 201  
Marshfield, WI 54449  
Phone: +1 (715) 304-0448

\_\_\_\_\_  
Louella Luedtke:  
Date: \_\_\_\_\_

203 N. First Street  
Abbotsford, WI 54405  
Phone: +1 (715) 223-3444

**CITY OF ABBOTSFORD**  
**SPORTSMAN’S ADDITION STREET IMPROVEMENTS**  
**AMENDMENT NO. 2 SCOPE OF SERVICES**  
**MSA PROJECT #07681027**  
**May 30, 2019**

**PROJECT INFORMATION**

1. The project will add concrete curb and gutter and 4-inch asphalt to roads constructed thru gravel. The project includes about 1,100 feet on 3<sup>rd</sup> Avenue north of Pine Street, about 1,000 feet of Swamp Buck Drive east of 3<sup>rd</sup> Avenue and about 500 feet of Porcupine Lane east of June.

**CONSTRUCTION PHASE – SCOPE OF SERVICES**

**Construction Administration**

- 1) Attend and conduct preconstruction meeting.
- 2) Review necessary project submittals.
- 3) Construction staking of storm sewer, concrete curb and gutter, roadway alignment and grading tops for asphalt paving.
- 4) Process pay applications and change orders.
- 5) Attend City meetings and update construction – three (3) assumed.
- 6) Preside weekly project progress meetings – seven (7) assumed.
- 7) Prepare “punch” list of items to be corrected or completed before final close-out. This will include a project walk-through with the City, Contractor and MSA.
- 8) Prepare record drawings and provide to the City.

**Construction Observation**

No construction observation will be provided. The Engineer will visit project about every week or as needed – seven (7) assumed - throughout construction of the project.

**ESTIMATED PROJECT SCHEDULE**

<b>Date</b>	<b>Milestone</b>
June 7, 2019	Construction Begins
July 26, 2019	Substantial Completion
August 23, 2019	Final Completion

# STREET USE PERMIT REQUEST

Name: Ivone Vazquez "LA BOTANA"

Address: 206 N 1<sup>ST</sup> ST, ABBOTSFORD, WI, 54405

Telephone 715-316-3592

Date of event: "LA BOTANA FEST"

Duration: 1 DAY 10:00AM - 2:00AM

Description of Street to be closed: FESTIVAL / COMMUNITY AWARENESS

Approximate number of people: 150-200

Purpose of request: CLOSE THE STREET IN FRONT OF "LA BOTANA" TO BE ABLE TO FIT MORE PEOPLE INCLUDING A DJ OR BAND & HAVE THE PRESENCE OF THE FIRE DEPT AND POLICE DEPT. TO CREATE AWARENESS OF THEIR SERVICES IN THE COMMUNITY. LA BOTANA WILL DONATE ~~TO~~ TO BOTH DEPTS.

Signature: Ivone Vazquez

## PETITION FOR STREET USE PERMIT

We, the undersigned residents of the 200 hundred block of 1<sup>ST</sup> Street in the City of Abbotsford, hereby consent to the LA BOTANA recreational or business use of this street between the hours of 10:00am and 2:30am on SATURDAY, the 27 day of JULY, 2019, for the purpose of LA BOTANA FEST and do hereby consent to the City of Abbotsford to grant a Street Use Permit for use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use as the City of Abbotsford shall attach to the granting of the requested Street Use Permit. We further understand that the permit will not be granted for longer than twelve (12) hours on the date hereinabove specified, and agree to remove from the street prior to the end of said period all equipment, vehicles and other personal property placed or driven thereon during the event for which a permit is granted.

We designate Ivone Vazquez as the responsible person or persons who shall apply for an application for a Street Use Permit.

- (h) **Cleanup Requirements.** The holder of any permit issued under this Section shall return the street to the condition that existed prior to the use, by the time the permit expires. The City will make such restoration in the event that the permit holder for the cost incurred by the City in performing this work. Failure to make timely payment within a reasonable time after receiving the statement for cleaning work shall constitute grounds for refusal to grant the permit holder any other permit in the future.
- (i) **Termination of a Street Use Permit.** A Street Use Permit for an event in progress may be terminated by the Mayor or a law enforcement officer if the health, safety and welfare of the public appears to be endangered by activities generated as a result of the event or the event is in violation of any of the conditions of the permits or ordinances of the City of Abbotsford. The Mayor or a law enforcement officer has the authority to revoke a permit or terminate an event in progress if the event organizers fail to comply with any of the regulations in the street use policy or conditions stated in the permit.

PETITION FOR STREET USE PERMIT

We, the undersigned residents of the 200 block of 1<sup>st</sup> ST  
and \_\_\_\_\_ hundred block of \_\_\_\_\_, in the City of Abbotsford,  
hereby consent to the closing of 206-203 1st ST from 27 to  
the 27, on July, 2012, for the purpose of  
"LA BOTANA FEST", and do hereby consent to the City of  
Abbotsford to grant a Street Use Permit for the use of the said portion of  
said street for said purpose and do hereby agree to abide by such conditions  
of such use as the City of Abbotsford shall attach to the granting of the  
requested Street Use Permit. We further understand that the permit will  
not be granted for longer than twelve (12) hours on the date hereinabove  
specified, and agree to remove from the street prior to the end of said  
period all equipment, vehicles and other personal property placed or driven  
thereon during the event for which a permit is granted.

We designate Ivone Vázquez as the responsible person or persons  
who shall apply for an application for a Street Use Permit.

Darwin Guejra

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

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

FEE \$ 10<sup>00</sup> Application Date: 06/13/19  
 Town  Village  City of ABBOTSFORD County of CLARK

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

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.  
at the premises described below during a special event beginning July 27<sup>th</sup> and ending July 27<sup>th</sup> and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

- (a) Name \_\_\_\_\_  
(b) Address \_\_\_\_\_  
(Street)  Town  Village  City  
(c) Date organized \_\_\_\_\_  
(d) If corporation, give date of incorporation \_\_\_\_\_  
(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:   
(f) Names and addresses of all officers:  
President \_\_\_\_\_  
Vice President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_  
(g) Name and address of manager or person in charge of affair: \_\_\_\_\_

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

- (a) Street number 206 N 1<sup>st</sup> ST  
(b) Lot \_\_\_\_\_ Block 200  
(c) Do premises occupy all or part of building? ALL  
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

## 3. Name of Event

- (a) List name of the event LA BOTANA FEST  
(b) Dates of event 07/27/2019

## DECLARATION

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

LA BOTANA, THE SNACK BAR LLC  
(Name of Organization)

Officer Ivone VAZQUEZ / 06/13/19 Officer \_\_\_\_\_  
(Signature/date) (Signature/date)

Officer \_\_\_\_\_ Officer \_\_\_\_\_  
(Signature/date) (Signature/date)

Date Filed with Clerk 06/13/19 Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_ License No. \_\_\_\_\_

## Additional Information

### May be Granted and Issued only to:

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

### Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (ss. 125.26(1) and 125.51(1)(a), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:  
Class "B" (Beer):
  - a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (s. 125.04(3)(f), Wis. Stats.)
  - b. At least 15 days prior to the granting of the license for events lasting 4 or more days."Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.
- (4) Seller's Permit: Sec. 77.54 (7m), Wis. Stats., provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required.

**Fee:** Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.)

**Duration:** The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time.

### Restrictions:

- (1) License may not be issued to individuals.
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization.
- (3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts.
- (4) License may cover either a specified area or the entire picnic grounds.
- (5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.)
- (6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17)
- (8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.)
- (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit.
- (10) Licensed organizations must purchase their product from a licensed wholesaler.

NOTE: Most coolers presently on the market have a fermented malt beverage base allowing sale under a beer license, e.g. Bartles and James, Seagrams, etc.

**ORDINANCE NO: 2019-4**  
**Replacing Section 2-4-7**  
**Residency Required for Service on Boards or Commissions;**  
**Attendance Standard**

- (a) **Residency.** Except for the Library Board and Room Tax Commission, no person not a resident of the City of Abbotsford shall be appointed in a voting capacity to any City Board, Committee, or Commission. Any such member who moves from the City shall be removed from the Board, Commission, or Committee, but may be appointed to service in an ex officio capacity.
  
- (b) **Attendance Standard.** Members of boards, committees and commissions are required to attend a minimum of two-thirds (2/3) of the meetings in each six (6) month period of their respective bodies, unless excused by the membership of their body. Failure to comply with this Subsection may result in the removal and replacement of the official found to be in noncompliance.
  
- (c) **Member Subject to Removal.** Any member of any board or commission who violates any provision of this Section or who knowingly attends a meeting held in violation hereof may be removed as a member of such board or commission after being granted a public hearing, by the appointing authority and upon concurrence of the Common Council.

\_\_\_\_\_  
Mayor Lori Voss

ATTEST:

\_\_\_\_\_  
Dan Grady – City Administrator/Clerk/Treasurer

\_\_\_\_\_  
Duly and Officially Adopted on the date

**DIRECTORS**

**David Benforado**  
Village President  
Village of Shorewood Hills

**David De Angelis**  
Village Manager  
Village of Elm Grove

**Joseph Laux**  
Administrator  
City of Eagle River

**Kathleen Morse**  
Clerk/Treasurer  
City of Rice Lake

**Mark Rohloff**  
City Manager  
City of Oshkosh

**Zachary Vruwink**  
Mayor  
City of Wisconsin Rapids

**Jerry Deschane**  
Executive Director  
League of Wisconsin  
Municipalities

**OFFICER**

**Dennis Tweedale**  
Chief Executive Officer  
League of Wisconsin  
Municipalities Mutual  
Insurance

**Matt Becker**  
Deputy Chief  
Executive Officer  
League of Wisconsin  
Municipalities Mutual  
Insurance

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City of Abbotsford  
Lou Luedtke, Lori Voss

## 2018 Dividend

The Board of Directors has declared a Dividend. Our 430 policyholders in 2018 will share \$3,300,000. Since 2006 LWMMI has paid back dividends in excess of \$22,000,000.

Half of the Dividend (\$1,650,000) is based on member pro rata premiums earned from January 1, 2014 through December 31, 2018. The remaining \$1,650,000 is based on member experience for the same period of time.

Your 2018 Dividend payment is \$4077.5999999999999. Including this 2018 Dividend, over the past 13 years, LWMMI has returned \$8469.6000000000004 to you.

League of Wisconsin Municipalities Mutual Insurance is able to pay Dividends because claims experience was better than expected by the actuaries and investment returns averaged 2.8%. Even after paying \$3,300,000 to members, our policyholder surplus remains in excess of \$41,000,000. Your Insurance Program is in great financial shape.

Please be sure to read the June 2019 LWM "Municipality" magazine. On page 13 there is an article about the retirement of Dennis Tweedale and his successor, Matt Becker. While Dennis has been the CEO of the League's insurance program for 37 years, rest assured the Directors have made a great choice with Matt to continue providing and expanding the coverages and services you are accustomed to.

Thank you for your participation and, as always, please contact me if you have any questions.

Sincerely,



David De Angelis  
President  
May 2019

\$ 4078.00

Abby's Dividend

CC: Greg Goetz, Spectrum Insurance Group, LLC

# LWMMI

*League of Wisconsin Municipalities Mutual Insurance*