

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

February 11, 2019 AT **5:00 PM**

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. Roll call
 - b. Pledge of Allegiance
2. Comments by the Mayor
3. Comments by the Public
4. Minutes from the Council held January 23, 2019
 - a. Waive the reading and approve the minutes
5. Administrator's Update – Sewer Utility
6. MSA Contract - \$12,500
7. Planning Committee Minutes 1-31-19
8. Conditional Use Permit – O'Reilly Auto Parts
9. Liquor License – Angela Kralcik
10. Software Demonstration - Civics
11. Committee Meeting Dates

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

Jason Knutson, Supervisor
Bureau of Environmental Management – Wastewater Section
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Re: City of Abbotsford Wastewater Treatment Facility (WPDES Permit WI-0023141-09)
Compliance Schedule for Copper

Dear Mr. Knutson:

The current Wisconsin Pollutant Discharge Elimination System (WPDES) permit for the City of Abbotsford Wastewater includes a schedule for compliance with future effluent copper limits. The first item in copper compliance schedule is as follows:

Report on Effluent Discharges: *Submit a report on effluent discharges of copper with conclusions regarding compliance.*

The due date for the above-referenced report was December 31, 2018.

It has come to our attention that a report entitled “Wastewater Treatment Plant Facility Plan, Abbotsford, WI; December 28, 2018” was prepared by CBS Squared, Inc. and submitted to the Department on January 2, 2019. The Department sent an Acknowledged of Receipt of the report to the City on January 8, 2019 (WDNR Project No. S-2019-0021).

This letter is to inform the Department that the City does not agree with the conclusions and recommendations of the December 28, 2018 report by CBS Squared, Inc. Inasmuch as the report was apparently submitted to the Department on the City’s behalf, **the City hereby requests withdrawal of said report from Department review.**

Attached please find a letter/report by MSA Professional Services, Inc. (MSA) dated January 30, 2019 that addresses the historical effluent copper concentrations at the City of Abbotsford Wastewater Treatment Facility. This letter/report is intended to meet the WPDES permit copper compliance schedule requirement for a *Report on Effluent Discharges*.

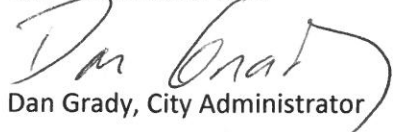
Mayor Lori Voss and I, along with representatives of MSA, met with Lacey Hillman, Nicholas Lindstrom and Ben Hartenbower from the Department on January 25, 2019 to discuss compliance with the copper (and phosphorus) requirements in the City’s WPDES permit. We will continue to work with the Department to identify an appropriate *Action Plan* for compliance with future effluent copper limits, as

the WPDES permit copper compliance schedule requires the Action Plan to be submitted to the Department by June 30, 2019.

Thank you for your consideration in this matter. If you have questions or comments regarding this letter, please call me at (715) 223-3444 ext. 102.

Sincerely,

CITY OF ABBOTSFORD

A handwritten signature in cursive script that reads "Dan Grady". The signature is written in black ink and is positioned above the printed name of the signatory.

Dan Grady, City Administrator

cc: Mayor Lori Voss, City of Abbotsford
Chris Bellovary, WDNR-Madison
Lacey Hillman, WDNR-Eau Claire
Nicholas Lindstrom, WDNR-Wausau
Ben Hartenbower, WDNR-Eau Claire
Dan Greve, MSA Professional Services

January 30, 2019

Jason Knutson, Supervisor
Bureau of Environmental Management – Wastewater Section
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Re: Report on Effluent Copper Discharges
City of Abbotsford Wastewater Treatment Facility
WPDES Permit WI-0023141-09

Dear Mr. Knutson:

The WPDES permit for the City of Abbotsford wastewater treatment facility (WWTF) contains a Copper Compliance Schedule. This letter is intended to satisfy the compliance schedule requirement for a *Report on Effluent Discharges*.

Figure 1 shows total recoverable copper concentrations in effluent sampled at the Abbotsford WWTF from January 2013 through December 2018. The WPDES permit requires only one effluent sample per month to be tested for copper. Therefore, although the graph identifies the effluent concentrations as monthly average values, the data shown represents the results of all effluent copper tests for the 2013-2018 time period. It should be noted that the City put a new WWTF into service in April 2016 which included a new discharge location.

The WPDES permit includes a future monthly (and weekly) average effluent limit of 22 ug/L for total recoverable copper, which is scheduled to take effect on April 1, 2021. The 22 ug/L monthly average effluent limit is shown on **Figure 1**.

The WPDES permit also includes a future daily maximum effluent limit of 35 ug/L for total recoverable copper, also scheduled to take effect on April 1, 2021. If the City continues to test only one sample per month for copper, as required by the permit, all samples results will need to be below the more restrictive 22 ug/L monthly average effluent copper limit in order to achieve permit compliance.

Figure 2 shows daily masses of copper discharged from January 2013 through December 2018, based on the concentration of total recoverable copper measured (one day per month) and the effluent flow on that day. The WPDES permit includes a future daily maximum effluent copper mass limit of 0.46 pounds per day, which is scheduled to take effect on April 1, 2021. The 0.46 pounds per day daily maximum mass limit is also shown on **Figure 2**.

1230 South Boulevard
Baraboo, WI 53913

P (608) 356-2771
TF (800) 362-4505
F (608) 356-2770

www.msa-ps.com

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Bureau of Environmental Management – Wastewater Section
 Wisconsin Department of Natural Resources
 January 30, 2019

The data shown on **Figure 1** suggests that the City will not be able to consistently meet the future effluent maximum daily, weekly or monthly average concentration limits for total recoverable copper as contained in the WPDES permit.

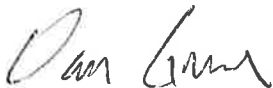
The data shown on **Figure 2** suggests that the City will be able to consistently meet the future maximum day effluent mass limit for total recoverable copper as contained in the WPDES permit. The data shows that the future maximum day mass limit will be met, even though the future concentration limit would not be met. This is because the 0.46 pound per day mass limit contained in the WPDES permit is a daily maximum limit based on the daily maximum concentration limit of 35 ug/L and the WWTF design peak day flow of 1.573 MGD. However, the WPDES permit also contains a future wet weather weekly average mass limit of 0.20 pounds per day, which is based on the weekly (and monthly) concentration limit of 22 ug/L and the WWTF design peak weekly flow of 1.072 MGD. This value was exceeded during one month in the past six years (in June 2017). More significantly, while there is no reference to a future non-wet weather weekly average mass limit in the table provided in Section 2.2.1 of the WPDES permit, Section 2.2.1.3 of the permit references a future non-wet weekly average mass limit of 0.059 pounds per day, which is based on the monthly (and weekly) concentration limit of 22 ug/L and the WWTF design average day flow of 0.323 MGD. The effluent mass of copper exceeded 0.059 pounds per day on numerous occasions in the past six year. If the future non-wet weather weekly average mass limit of 0.059 pounds per day is applicable, the historical data will need to be evaluated further to determine if the times in which the effluent mass of copper exceeded 0.059 pounds per day can be considered wet weather events. Until then, it is not possible to reach a definitive conclusion on whether the City will be able to consistently meet all of the future mass limits for copper.

Representatives from the City and MSA Professional Services, Inc. (MSA) met with Department representatives on January 25, 2019 to discuss compliance with future copper (and phosphorus) limits. The Copper Compliance Schedule in the City's WPDES permit requires an *Action Plan* to be submitted to the Department by June 30, 2019. The City and MSA will be working with the Department to identify the elements of the *Action Plan* along with possible alternatives to the future concentration limits for total recoverable copper identified in the WPDES permit.

If you have any questions regarding this *Report on Effluent Copper Discharges* at the City of Abbotsford WWTF, please contact me by email at dgreve@msa-ps.com or by telephone at (608) 355-8873. Thank you.

Sincerely,

MSA Professional Services, Inc.



Daniel F. Greve, P.E.
 Senior Project Manager

cc: Mayor Lori Voss, City of Abbotsford
 Dan Grady, City of Abbotsford Administrator/Clerk/Treasurer

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Bureau of Environmental Management – Wastewater Section
Wisconsin Department of Natural Resources
January 30, 2019

Lacey Hillman, WDNR-Eau Claire
Nicholas Lindstrom, WDNR-Wausau
Ben Hartenbower, WDNR-Eau Claire

Figure 1
Effluent Copper Concentrations 2013-2018
City of Abbotsford Wastewater Treatment Facility

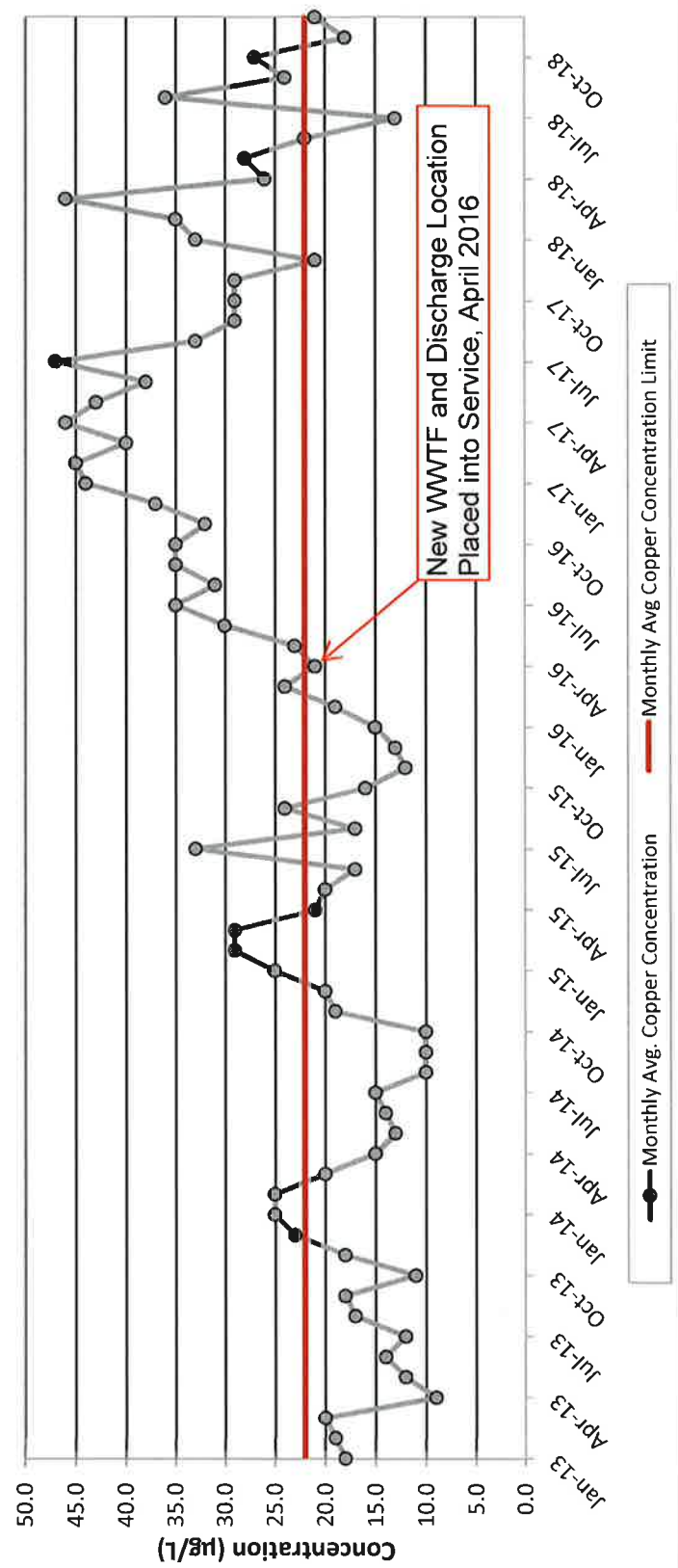
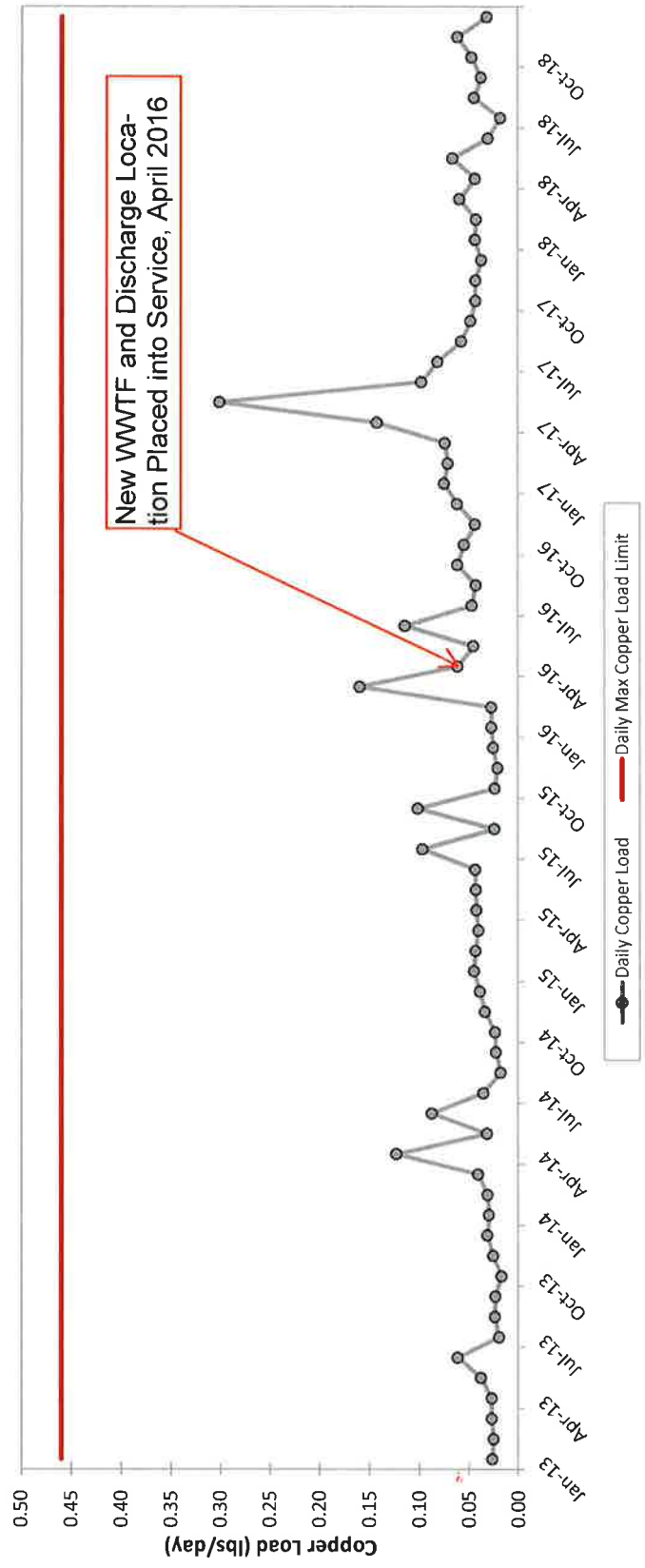


Figure 2
 Effluent Copper Mass Discharges 2013-2018
 City of Abbotsford Wastewater Treatment Facility





Professional Services Agreement

MSA Project No. 07681034

This AGREEMENT (Agreement) is made today February 11, 2019 by and between the CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Abbotsford Wastewater Copper Compliance Assistance

The scope of the work authorized is: see attached

The schedule to perform the work is: Approximate Start Date: February 12, 2019
Approximate Completion Date: June 28, 2019

The estimated fee for the work is: \$12,500.00

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 time and expense basis.

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

CITY OF ABBOTSFORD

MSA PROFESSIONAL SERVICES, INC.

Mayor Lori Voss

David Green

FOR Todd Trader, P.E.
Team Leader

Date: _____

Date: February 7, 2019

Attest:

Dan Grady, Administrator/Clerk/Treasurer

Date: _____

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

146 North Central Ave; Suite 201
Marshfield, WI 54449
Phone: (715) 384-2133

MSA Scope of Services
Abbotsford Wastewater Copper Compliance Assistance
Project No. 07681034

Review Ability to Meet Phosphorus TMDL Limits with Chemical Addition Alone

Review Historic Data from Wastewater Treatment Facility

- Variations in effluent phosphorus concentration and ferric chloride dose
- Correlation between ferric chloride dose and effluent phosphorus concentration
- Correlation between effluent solids and effluent phosphorus concentration
- Correlation between flow and effluent phosphorus concentration

Confirm phosphorus TMDL mass limits with DNR, and concentration limits required to achieve TMDL mass limits based on historic flows

Assist City with sampling/testing for phosphorus speciation and evaluating results

Review potential sources of phosphorus: influent phosphorus data (if any), desktop industrial source inventory (from previous studies)

Review Ability to Meet Current Copper Limits (Concentration and Mass Limits)

Review Historic Data

- Correlation between ferric chloride dose and effluent copper
- Correlation between effluent solids and effluent copper
- Correlation between flow rate and effluent copper
- Correlation between which water treatment plant was in operation and effluent copper
- Preliminary determination of whether implementation of corrosion control treatment at water treatment plants might be beneficial

Review potential sources of copper: City drinking water sample data; wastewater influent copper data (if any); desktop industrial source inventory

Review copper sampling protocol with City staff

Miscellaneous

Correspondence with City and DNR

Meetings with City water/wastewater staff (1) and City Council (1)

Project Management

Misc. Reimbursable Expenses (mileage, postage, UPS, etc.)

Not included at this time:

1. Assistance with pilot testing for alternate chemicals, for either phosphorus or copper (pending determination of whether alternative (higher) copper limits are available and whether phosphorus and copper limits can be met with ferric chloride)
2. Assistance with implementing corrosion control treatment at water treatment plants (Note: this would require input and approval from the DNR drinking water section)
3. Assistance with application for dissolved-based copper limits (this is pending DNR determination of stream sampling requirements)
4. Assistance with application for copper variance (this is pending DNR determination of whether a copper variance is still an available option)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$111 – \$170/hr.
Clerical	\$ 55 – \$110/hr.
CAD Technician.....	\$ 65 – \$125/hr.
Geographic Information Systems (GIS).....	\$ 94 – \$138/hr.
Housing Administration.....	\$ 68 – \$115/hr.
Hydrogeologists.....	\$114 – \$147/hr.
Planners	\$ 89 – \$160/hr.
Principals.....	\$180 – \$250/hr.
Professional Engineers.....	\$ 85 – \$153/hr.
Project Manager	\$ 85 – \$180/hr.
Professional Land Surveyors.....	\$ 79 – \$160/hr.
Staff Engineers.....	\$ 74 – \$144/hr.
Technicians	\$ 65 – \$125/hr.
Wastewater Treatment Plant Operator	\$ 72 – \$ 92/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS.....	At cost
Mileage – Automobile (currently \$0.545/mile)	Rate set by Fed. Gov.
Mileage – MSA Truck	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2020.

Minutes from the City of Abbotsford Planning Committee meeting held January 31, 2019 in the Abbotsford City Hall Conference Room.

The meeting was called to order at 8:00 a.m.

Roll Call: Medenwaldt, Weideman, Mayor Voss, Baker. Christensen and Jakel- absent

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

Pledge of Allegiance

Public Comments - None

Conditional Use Permit for O'Reilly Auto Parts –

Public Works Director Stuttgen explained that O'Reilly Auto parts purchased the property just north of the former Webb property owned by the City of Abbotsford. Due to the zoning district the property is in, O'Reilly Auto Parts needs to obtain.

O'Reilly Auto Parts is building in TIF 6 as amended. The company is not asking for any incentives.

O'Reilly Auto Parts has already submitted plans to the state for approval. In addition, they have been working with the Department of Transportation to gain access to Highway 13. O'Reilly Auto Parts is also working with the City of Abbotsford regarding access to the new road the City of Abbotsford is planning to build to the proposed industrial park.

Public Works Director Stuttgen explained that in order to build the road to the proposed industrial park the City of Abbotsford is working with O'Reilly Auto Parts to on a land swap. The purpose of the land swap is to true up the property for the road. This process is ongoing.

Motion by **Wiedeman/Baker** approve the conditional use permit for O'Reilly Auto Parts. - Unanimous

Motion to adjourn **Wiedmeman/Baker** – Unanimous vote

Committee adjourned at 8:31 A.M.

Conditional Use Permit

Type of Business: RETAIL STORE

Name of Business: O'REILLY AUTO PARTS

Address of Business: S. 4TH STREET & E. LINDEN STREET

Owner of Business: O'REILLY AUTOMOTIVE STORES, INC.

Date Business Opened: 2019/2020

Legal Description and design of are:

Part of the Northeast Quarter of the Southeast Quarter (NE1/4 - SE1/4) of Section One (1), Township Twenty-Eight (28) North, Range One (1) East, of the Fourth Principal Meridian.

NEW CONSTRUCTION FOR THE SALE OF AUTO PARTS AND ACCESSORIES.



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: _____

DIVISION OF INDUSTRY SERVICES
PO BOX 7302
MADISON WI 53705
Contact Through Relay
http://dsps.wi.gov/programs/Default.aspx
www.wisconsin.gov
Scott Walker, Governor
Laura Gutiérrez, Secretary



January 10, 2019

CUST ID No. 839006

ATTN: Buildings & Structures Building Inspector

PATRICK BLEES
PATRICK G BLEES ARCHITECT
800 WASHINGTON AVE N STE 208
MINNEAPOLIS MN 55401

MUNICIPAL CLERK
CITY OF ABBOTSFORD
203 N 1ST STREET
ABBOTSFORD WI 54405-0589

CONDITIONAL APPROVAL

(Please forward a copy of this letter to the fire department conducting inspections of this project.)

PLAN APPROVAL EXPIRES: 01/20/2021

SITE:

Oreilly Auto Parts Store
S 4TH St & E Linden St
City of Abbotsford
Clark County

Identification Numbers
Transaction ID No. 3201683
Site ID No. 856061
Please refer to both identification numbers, above, in all correspondence with the agency.

FOR:

Facility: 789832 OREILLY AUTO PARTS STORE
S 4TH ST & E LINDEN ST

Object Type: Building ICC Regulated Object ID No.: 1810308 Code Applies Date: 12/28/18
Major Occupancy: Mercantile; Type IIB Metal Frame Unprotected class of construction; New plan; 7,225 project sq ft;
Unsprinklered; Metal Building, HVAC ICC

Object Type: HVAC ICC System Regulated Object ID No.: 1810309 Code Applies Date: 12/28/18
6,931 sq ft Area Heated

Object Type: Metal Building Regulated Object ID No.: 1810310 Code Applies Date: 12/28/18

SITE REQUIREMENTS

- Contact both the State Inspector and the local municipality PRIOR to the start of construction.
- A full size copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors. If plan index sheets were submitted in lieu of additional full plan sets, a copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. If these plans were submitted in an electronic form, the designer is responsible to download, print, and bind the full size set of plans along with our approval letter. A department electronic stamp and signature shall be on the plans which are used at the job site for construction.

The following conditions shall be met during construction or installation and prior to occupancy or use:

- **IECC C403.3/SPS 363.0403(4)** - Provide an economizer cycle for cooling systems on all roof top units. All other cooling systems with cooling capacity equal to or greater than 54,000 btu/hr shall be provided an economizer unless the designer can demonstrate code listed exception can be met. Where a single room or space is supplied by multiple air systems, the aggregate capacity of those systems shall be used in applying the need for an economizer. Installation of an economizer will not be recognized as having met the energy recovery system requirements of IECC C403.2.7 & IMC 514. Economizer installation shall include the provisions for an economizer fault detection and diagnostics system required by IECC C403.2.4.7 with required installation identified on the plans along with system sequencing. Per IECC C403.2.4.3, provide a Class I motorized low leakage-rated damper with air leakage not greater than 4 cfm/sf of damper surface area at 1" water gauge labeled by an approved agency when tested in accordance with AMCA 500D in outdoor air intakes and exhaust openings unless the building is 2 stories or less in height above grade, or the exhaust capacity is not greater than 300 cfm.

- **IBC 2902.1/SPS 362.2902(1)(a)2.** - Drinking facilities are required based on the type of occupancy and in the minimum number shown in Table 2902.1, unless water is served in restaurants or where other acceptable arrangements are made to provide drinking water. Use of a cup for use with a water faucet located within a toilet room is unacceptable.
- **IMC 606** - Provide a duct smoke detection system in new duct systems, with appropriate controls, unless (1) the return air rate is 2,000 cfm or less (See balancing report SPS 364.0313), OR (2) where all portions of the building served by the air distribution system are protected by area smoke detectors connected to a fire alarm system in accordance with the International Fire Code. The smoke detection system shall shut down the air distribution system upon activation. Smoke detectors shall be connected to a fire alarm system. The activation of a smoke detector shall activate a visible and audible supervisory signal at a constantly attended location unless exceptions are met. The detectors shall be located in the return duct. By definition in IMC 202, an air distribution system consists of "...air-handling equipment that circulates air within a space or spaces and includes systems made up of one or more air-handling units." Multiple systems shall have their return air added aggregately for any one space when determining application of the 2,000 cfm return air criteria.

REMINDERS

- **SPS 361.36(1)(a) & (b)** - The building shell shall be closed within two years of the initial approval date of this project. Also, this approval will expire three years after the date of initial approval of this project if the work covered by this approval is not completed and the building ready for occupancy within those three years.
- The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **CONDITIONALLY APPROVED**. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements. Only those object types listed above have been approved; other submittals such as plumbing and those listed above under **REQUIRED SUBMITTAL(S)**, may also be required.
- All permits required by the state or the local municipality shall be obtained prior to commencement of construction/installation/operation. You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams.
- This plan has not been reviewed for compliance with fire code requirements, including those for fire lanes and fire protection water supply, so contact the local fire department for further information.
- In granting this approval, the Division of Industry Services reserves the right to require changes or additions, should conditions arise making them necessary for code compliance. As per state stats 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component. The Division does not take responsibility for the design or construction of the reviewed items.
- Per s. SPS 361.40(4), projects for buildings of over 50,000 cubic feet total volume shall have supervising professionals who file compliance statements with this agency and the local code officials prior to occupancy of the project. The compliance statement is available on our website. <http://verification.dps.wi.gov/IndustryServices/Commercial-Buildings-Compliance/DSPSMainForm.aspx>

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead.

Sincerely,

Fee Required \$ 1,050.00

This Amount Will Be Invoiced. When You Receive That Invoice, Please Include a Copy With Your Payment Submittal.

Moktar Taamallah, P.E.
Engineering Consultant, Division of Industry Services
(608)266-8737, Mon-fri, 7:00 a.m. - 3:30 p.m.
moktar.taamallah@wi.gov

cc: Norman Goth, Smith Goth Engineers Inc
Steven Borsechnik, Gries Architectural Group
Lucas D Dederich, Building Inspector, (608) 445-6558, Friday 6:30 A.M. - 2:30 P.M.
Jodi Flaherty, Cmg & Associates
Leah Crossno, Oreilly Automotive Stores Inc

ABBOTSFORD

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

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

Wisconsin's First City

Website: www.ci.abbottsford.wi.us

APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

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

I, the undersigned, do hereby make application to the local governing body of the City of Abbotsford, Wisconsin for a license to serve, from June 30, 2018 to June 30, 2019 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.

Kralcik Angela S _____
 Last First MI Maiden Name

 Address City State Zip

 Date of Birth Sex Race Phone Number

 Social Security Number Business License will be used

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

 Applicant's Signature

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

 NOTARY PUBLIC

MY COMMISSION EXPIRES _____

*Bd 40
 V# 3181
 1/4/19
 BC-OK Per Jarron*

WISCONSIN SELLER / SERVER CERTIFICATION

Trainee Name: Angela Kralcik

School Name: 360training.com, Inc.

Date of Completion: 01/04/2019

Certification #: WI-91671

I, *Angela Kralcik*

Certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters
6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877.881.2235

PROVISIONAL OPERATOR'S LICENSE

No. 2019-01

\$15

Whereas, the local governing body of the City of Abbotstford, County of Clark/Marathon, Wisconsin, has, upon application duly made, granted and authorized the issuance of an Operator's license to

ANGELA KRALCIK

And whereas, the said applicant has paid to the treasurer the sum of \$15 as required by local ordinances, is hereby issued to said applicant.

For the period from 1/04/2019 TO 2/04/2019

Given under my hand and the corporate seal of the City of Abbotstford, County of Clark/Marathon, State of Wisconsin on 1/04/2019



Lou Luedtke, Deputy City Clerk/Treasurer

SHOPKO