

CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
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NOTICE OF CITY COUNCIL MEETING

Monday, April 13, 2020 Washburn City Hall 5:30 PM **Amended on April 9, 2020 3:00 p.m.**

This meeting may have members participating via teleconference. Public participants can listen to the proceedings by calling 1-855-947-8255 and using participant code 9682512# as opposed to being present for the meeting. The meeting will also be broadcast on Washburn Cable Access Television, and be live streamed on the City of Washburn YouTube Channel. Limited seating will be available at the meeting and guests are asked to keep a six-foot distance from one another.

The Council may elect to go into Closed Session for a portion of the meeting pursuant to Wisconsin State Statutes 19.85(1)(c) for considering employment, promotion, and or compensation for the Assistant City Administrator following which they may reconvene in Open Session to take any action necessary on the closed session items.

AGENDA

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council Meeting – March 9, 2020
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
- Discussion & Action on Resolution #20-005 Ratifying the Mayor’s Proclamation of March 17, 2020 and Declaring a Health Emergency in the City of Washburn **TAB 1**
- Discussion & Action on Resolution #20-006 Providing for the Issuance, Sale, and Delivery of \$1,059,000 General Obligation Promissory Note, Series 2020A, of the City of Washburn; Establishing the Terms and Conditions Therefor; Directing their Execution and Delivery; Creating a Debt Service Account Therefor; and Awarding the Sale Thereof **TAB 2**
- Discussion & Action on Resolution #20-007 Providing for the Issuance, Sale, and Delivery of \$417,000 Taxable General Obligation Promissory Note, Series 2020B, of the City of Washburn; Establishing the Terms and Conditions Therefor; Directing their Execution and Delivery; Creating a Debt Service Account Therefor; and Awarding the Sale Thereof **TAB 3**
- Discussion & Action on Resolution #20-004 Updating the City’s Debt Post Issuance Compliance Policy and Procedures **TAB 4**
- Public Hearing, Discussion & Action on Ordinance 20-003 to Amend the Land Use Map of the City’s Comprehensive Plan to Change a Portion of Land from Moderate Density Residential to Highway Commercial/Residential **TAB 5**
- Discussion & Action on Acceptance of Bid and Award of Contract for the Central Avenue Pavement Rehabilitation Project **TAB 6**
- Discussion & Action on Contract with Sand Creek for an Employee Assistance Program **TAB 7**
- Discussion & Action on Employee Leave Donation Program Policy **TAB 8**
- Discussion & Action on Creation of a COVID-19 Emergency Business Loan Program **TAB 9**
- Discussion & Action to Create and Classify Severance Liability as a Designated Fund **TAB 10**
- Discussion & Action on Financial and Maintenance Agreements with the Wis. Department of Transportation Outlining Project and Cost Responsibilities for the 2024 Bayfield Street Reconstruction Project **TAB 11**
- Discussion & Action on Location of Decorative Lights for the Bayfield Street Project
- Discussion & Action on Release of RFP for Engineering Services for Bayfield Street Reconstruction Project

The City of Washburn is an equal opportunity provider, employer, and lender.

Washburn Common Council Agenda – April 13, 2020 – Page 2

- Discussion & Action on Ordinance 20-004 to Designate the City Clerk to Issue Operator (Bartender) Licenses **TAB 12**
- Alcohol Licensing Matters – **TAB 13**
 - New Bartender License Applications - #21-50 through #21-53
- Discussion & Action on Public Works Director Job Description, Authorization to Solicit for Position, and Authorization to Expend Funds for Interim Consultation Services **TAB 14**
- Closed Session – Compensation to Assistant City Administrator for Temporary Assumption of DPW Director Duties
- Adjourn

March 9, 2020

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM Washburn City Hall

Present: City Council Members: Karen Spears-Novachek, Laura Tulowitzky, Tom Neimes, Aaron Austin, Jennifer Maziasz, Mary McGrath

Municipal Personnel: Mayor Richard Avol, City Administrator Scott J. Kluver, Assistant City Administrator Tony Janisch, Director of Public Works Bob Anderson

Excused Absence: Carl Broberg

Call to Order - Meeting called to order at 5:30PM by Mayor Avol. Roll call attendance depicted six (6) of seven (7) members of the Common Council in attendance. Quorum of the Council recognized.

Approval of Minutes – City Council Meeting of February 10, 2020 - A motion was made by Novachek to approve the February 10, 2020 minutes of the City Council, second by Neimes. Motion carried unanimously.

Approval of Expenditures- A motion was made by Novachek to approve the monthly expenditures as reviewed, second by Austin. Motion carried unanimously via roll call vote of six (6) councilors in attendance.

Public Comment – There was no public comment.

Mayoral Announcements, Proclamations, Appointments- The Mayor noted the passing of Gale Nemeec, retired teacher with the Washburn School District and active community member.

Presentation by Chequamegon Holdings LLC on Proposed Purchase of City Property at 204 W. Bayfield Street (Brokedown Palace Building) and Action on Authorization for Staff to Negotiate Development Agreement for Sale – The principles of Chequamegon Holdings LLC, (Laurence Wiland, Marten VanBergen, Gabrielle VanBergen) presented their proposal for development of 204 W. Bayfield St. Wiland is the owner of Heart Graphics & Communications, Inc in Ashland. He envisions a portion of the building being used as production for Heart Graphics with some retail space. The second floor would include residential apartment space. The side building is envisioned as a standalone commercial rental space. Moved by Novachek to continue discussions with Chequamegon Holding LLC to work towards the purchase of the 204 W. Bayfield St property, seconded by McGrath. Motion carried unanimously.

Presentation & Discussion on the Washburn Library Annual Report – D. Pendergrass, Presenting – Darrell Pendergrass, Director of the Washburn Public Library, shared a summary of the annual report to the Dept. of Public Instruction. He noted a slight decrease in circulation from the year before, 36,834 physical checkouts in 2019. However, 5,669 election checkouts of e-books, e-audio, and e-videos. Additionally, there were 6,350 computer users and 9,582 connections to the internet. There were over 3,000 people that used the Library for meetings with over 68,000 visits in 2019. Pendergrass mentioned the partnership with UW-Extension working with inmates at the county jail to connect parents with children through reading books on video to share. He estimates that the Library's 2021 budget will be around \$175,800. Pendergrass also gave a status of fundraising efforts for the tuckpointing project. At current, there is \$130,000 raised of the \$300,000 needed.

Discussion & Action on Lakeshore Parkway and Walking Trail Land Management Plan – Jen Maziasz, Chair of the Parks Committee, stated that the committee, area natural resource professionals and city staff spent a lot of energy developing the management plan that strikes a balanced between the natural ecosystem, management of invasive plant species and the recreational needs of the community. The plan lays out a three-year prescription to eradicate invasive species, but also sets a vision of what the desired look for the parkway and trail will be. Director of Public Works, Bob Anderson, stated that the plan and the actions identified, like prescribed mowing and brushing, are usable and can be implemented by the city crew. He further stated that the once invasives are removed, it will open view corridors to the Lake. Erika Lang, member of Parks

Committee, stated that the City submitted a grant proposal to the Wisconsin Coastal Management Program to hire a contractor to begin invasive plant management. With luck, the work can begin this summer. Maziasz added that Public Works would continue general maintenance & mowing and the contractor would target more specific and heavily concentrated areas, including restoration with native plantings. Moved by Tulowitzky to approve and begin implementation of the Lakeshore Parkway & Walking Trail Land Management Plan, seconded by McGrath. Motion carried unanimously.

Discussion & Action on Contract Renewal or Extension with Marina Management Inc. – Scott Kluver explained that the agreement was finalized last week by the Harbor Commission. It is a five-year agreement with the option for five, one-year extension renewals. Some of the changes include the profit-sharing formula. The past 8 or 9 years have seen a profit generated at the marina and the City has used its portion to reinvest back into the infrastructure. Kluver stated that the current contract does expire at the end of the month and does ask Council to approve the agreement. Maziasz questioned one of the other changes that the Harbor Commission has direct authority over capital repairs and projects, didn't they always. Kluver answered yes and that at times there are projects that effect the operations of the marina and has led to complications, this agreement clarifies the direct authority over contractors. Moved by Novacheck to approve the contract renewal with Marina Management Inc., seconded by Austin. Maziasz further asked why Michele Shrider is named specifically in the agreement. Kluver stated this is because Shrider operates a s-corporation, she is the key employee of the operation. Motion carried unanimously.

Discussion & Action on Incorporating New City-Owned Street Lights into Bayfield Street Reconstruction Project– Kluver asked if the Council wished to have City-owned streetlights, in planning for the Bayfield Street project. Kluver stated that the current streetlights were installed around 2008; they are owned by Xcel Energy and the city pays for the electricity. Xcel does not allow for decorations on their streetlights. At the time, the cost for the City to pay for street lighting was \$300,000. The cost could be \$400,000 or more today. But if City-owned street lighting is a desire, we need to begin planning and engineering with the DOT and Xcel Energy. McGrath stated that she would rather see expenses go toward infrastructure than street lighting. Avol stated that when comparing lighting in other communities, we need to realize that the State use to pay for street lighting, but they do not do this anymore. Maziasz questioned if there were any type of beautification grants available. She added that the cost is expensive, but it does set a tone in the community. Kluver stated that infrastructure grants have been sought. He added that Washburn has a stretched out main street with 60 light poles and would include extensive wiring. Tulowitzky questioned if a smaller section of town came be looked at, maybe 2 blocks either side of Washington and up to the Library. She suggested that this might be more affordable and would still give a positive impression of the City. Neimes agreed with a shorter section, the core of Washburn. Novacheck questioned if the City could begin planning for new lighting but back out if it was determined to be too costly. Kluver stated they may be able to “pull the plug” within a year. Avol added that the infrastructure of the City is really important, but that the look of the City is also important and suggested a core section of the City to reduce the costs. McGrath asked if maybe the number of light poles could be reduced by having brighter lights. Anderson responded that the City was not required to have any lighting on Bayfield St. and suggested lighting a smaller section or pedestrian lighting on the sidewalks instead. Kluver recapped the discussion, stating that there is a consensus of Council to explore new, City-owned lighting, in a smaller section along the street. No action was taken

Discussion & Action on Ordinance 2020-02 Updating the City's Recycling Ordinance to be Consistent with Current Statutory Requirements– Kluver stated this is a cleaning up of the ordinance is because of changes to state law. The ordinance will now reflect the guidelines that are currently being followed from the recycling service provider. Moved by Novacheck to approve Ordinance 2020-02 updating the City's recycling ordinance to be consistent with current Statutory Requirements, seconded by McGrath. Motion carried unanimously.

Discussion & Action on Recommendation to Amend Deposit Schedule to Increase Snow Emergency Violation Fee and Discussion on Winter Parking/Plowing Issues – Kluver stated this has been a discussion for a while. The imputes being to give Public Works the ability effectively remove snow from the streets. It is important to have compliance during a snow emergency, to be able to push snow as far back on the streets as possible. Kluver further stated that there are habitual offenders of alternate side parking and snow emergencies, by increasing the fine from \$30 to \$50, we seek to encourage compliance. Anderson added that

the biggest issue with snow removal is mobilizing the crew on when to start. The City is now working with Bayfield County Dispatch to help identify when there is 6" of snow on the ground to begin. Anderson further stated that while we may know that snow is coming, we don't necessarily know when it will start. And to restrict parking on the streets when there may not be a need too, can cause a burden on the residents. He continued that there are not a lot of offenders but increasing the fine would help to dissuade the offense. Moved by Maziasz to approve to increase the snow emergency violation fee to \$50, second by McGrath. Motion carried unanimously.

Discussion & Action on Resolution 20-002 Providing for the Issuance and Sale of General Obligation Promissory Notes, Series 2020A, of the City of Washburn – Kluver stated that this refinancing is to set up for the loan to complete the meter replacement project. The two existing debts that are good candidate for refinancing are for the City Garage and the Coal Dock. At this time, there are better interest rates now and the Bond Council has determined that it would be better for the City to have the Coal Dock as a taxable debt rather than a non-taxable debt because it is a revenue generating project. Kluver added that the not all of the loan amount for the Coal Dock was used and the remaining fund were going to be used for the West End Park Boat Ramp project. The suggestion is to payback the unused funds of the Coal Dock and refinance the owed amount in a new loan. The next step is to refinance the City Garage loan and increase the amount pay for the Water Meter project and West End Park Boat Ramp project. Kluver continued that by approving the resolution, it would authorize staff to solicit area banks for bids to refinance. This structure would also help the City in planning for borrowing on the Bayfield Street project to level out the debt. Moved by Novachek to approve Resolution 20-002, second by Austin. Motion carried unanimously.

Discussion & Action on Resolution 20-003 - Adjusting the Terms of the Existing 2018 Promissory Note with Bremer Bank for the Coal Dock Project /OR/for the Borrowing of \$420,000 from the Board of Commissioners of Public Lands Trust for the Purpose of Refinancing the Current Loan for the Coal Dock Project – Kluver stated that there have been some negotiations of interest rates between the Trust Fund and Bremer Bank. At current, Bremer has offered a 2.68% interest rate even on a taxable barrowing, which is pretty good. Kluver continued that unless there is a change, the intention will be approve with Bremer at next month's meeting. This loan will also be split between the Harbor Commission and the City General Fund. No action was taken.

Alcohol Licensing Matters

New Bartender License Application - #21-49 – A motion was made by McGrath to approve New Bartender License Application – #21-49, second by Maziasz. Motion carried unanimously.

Closed Session Items

Personnel Matters – Evaluation of the City Administrator – A motion was made by McGrath to go into closed session at 7:15 pm pursuant to Wisconsin State Statute §19.85(1) (c), for personnel matters; following which the Council may reconvene in open session to take any action that may be necessary on the closed session items, second by Tulowitzky. Motion carried unanimously via roll call vote.

Adjourn – Motion to adjourn by Novachek, seconded by Austin. Motion carried unanimously. Meeting adjourned at 7:40 pm.

Tony Janisch
Assistant City Administrator

FINANCE COMMITTEE MEETING 4:30PM

Committee Member Karen Spears Novachek, Aaron Austin & Mary McGrath reviewed monthly expenditure vouchers.

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To: Honorable Mayor and City Council Members
From: Scott J. Kluver,  Administrator
Re: Resolution Adopting the Public Health Emergency
Date: April 1, 2020

Enclosed you will find a resolution drafted by our attorney that essentially ratifies the Mayor's Health Emergency Proclamation that we have been operating under since March 17th. This resolution gives the Mayor or myself the authority to take whatever actions are necessary, within the law but without Council approval, for the duration of the emergency.

Other municipalities have included limits on total unbudgeted expenditures that are authorized or specifically altered other procedures such as in-person signing of checks or vouchers. If the Council desires to impose any specific limits, they would need to be included within the resolution. Please let me or our attorney know if you have any specific questions related to this matter.

**CITY OF WASHBURN COMMON COUNCIL
RESOLUTION #20-005
DECLARING A HEALTH EMERGENCY IN THE CITY OF WASHBURN**

The Common Council of the City of Washburn, Bayfield County, Wisconsin, by this resolution, adopted by a majority of the Common Council with a quorum present and voting and proper notice having been given, resolves and orders as follows:

WHEREAS, the World Health Organization designated the 2019 novel Coronavirus outbreak as a Public Health Emergency of International Concern, and

WHEREAS, the United States Health and Human Services Secretary declared a Public Health Emergency for the entire United States, to aid the nation's healthcare community in responding to the 2019 novel Coronavirus "COVID-19", which is contagious, and at times fatal, respiratory disease, and

WHEREAS, the Governor of the State of Wisconsin has declared a public health emergency under Wisconsin Statute 323.10, and

WHEREAS, the Mayor of the City of Washburn proclaimed a Health Emergency in the City of Washburn on March 17, 2020, which must be ratified by the Common Council at its next meeting, and

NOW, THEREFORE BE IT RESOLVED, that the Common Council declares that a local public health emergency now exists throughout the City of Washburn.

IT IS FURTHER RESOLVED that during the existence of said local emergency the powers, functions and duties of the emergency management organization of this City, shall be those prescribed by state law, and by ordinances and resolutions of the City of Washburn as previously approved by the City of Washburn Common Council.

IT IS FURTHER RESOLVED that the Mayor of the City of Washburn and the City of Washburn Clerk, acting under the powers granted pursuant to Wis. Stat. §323.14(4)(b), for and on behalf of the employees and residents of the City of Washburn, will do whatever is necessary and expedient to protect the health and well-being of the City of Washburn and its residents, including the issuance of Administrative Orders and other directives as may be required for a period not to exceed four months from the date of this resolution.

IT IS FURTHER RESOLVED, that all councils, boards, committees and/or commissions of the City of Washburn are authorized to conduct meetings via video conference, telephone, or other similar means to avoid the physical presence of members. The attendance of any members of such council, board, committee and/or commission via video or telephonic means shall count toward a quorum of such council, board, committee and/or commission and such member shall have the full authority to engage in discussions and vote as if he or she were personally present at the meeting. This authority shall exist for a period not to exceed four months from the date of this resolution.

The City Clerk shall publish this resolution under § 60.80, Wis. Stats, and shall become effective upon adoption and publication.

Attest:

Richard Avol
Mayor

Scott Kluver
City Clerk

Adopted: _____

Published: _____

PROCLAMATION OF HEALTH EMERGENCY IN THE CITY OF WASHBURN

WHEREAS, the World Health Organization designated the 2019 novel Coronavirus outbreak as a Public Health Emergency of International Concern, and

WHEREAS, the United States Health and Human Services Secretary declared a Public Health Emergency for the entire United States, to aid the nation's healthcare community in responding to the 2019 novel Coronavirus "COVID-19", which is contagious, and at times fatal, respiratory disease, and

WHEREAS, the Governor of the State of Wisconsin has declared a public health emergency under Wisconsin Statute 323.10, and

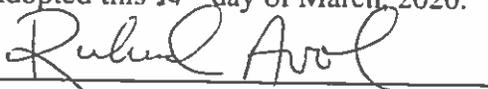
NOW, THEREFORE BE IT PROCLAIMED, by the Mayor of the City of Washburn and City of Washburn Clerk, pursuant to Wis. Stat. §323.11 and 323.14(4)(b) that a local public health emergency now exists throughout the City of Washburn.

IT IS FURTHER PROCLAIMED AND ORDERED by the Mayor of the City of Washburn that during the existence of said local emergency the powers, functions and duties of the emergency management organization of this City, shall be those prescribed by state law, and by ordinances and resolutions of the City of Washburn as previously approved by the City of Washburn Common Council.

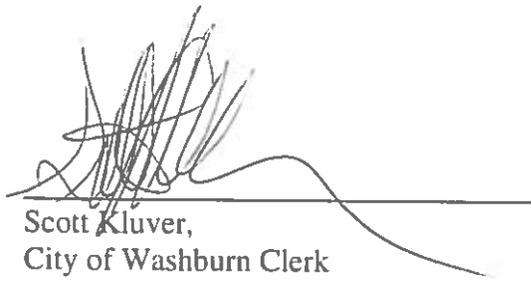
IT IS FURTHER PROCLAIMED AND ORDERED, that the Mayor of the City of Washburn and the City of Washburn Clerk, acting under the powers granted pursuant to Wis. Stat. §323.14(4)(b), for and on behalf of the employees and residents of the City of Washburn, will do whatever is necessary and expedient to protect the health and well-being of the City of Washburn and its residents, including the issuance of Administrative Orders and other directives as may be required for a period not to exceed four months from the date of this proclamation.

IT IS FURTHER PROCLAIMED AND ORDERED, that all councils, boards, committees and/or commissions of the City of Washburn are authorized to conduct meetings via video conference, telephone, or other similar means to avoid the physical presence of members. The attendance of any members of such council, board, committee and/or commission via video or telephonic means shall count toward a quorum of such council, board, committee and/or commission and such member shall have the full authority to engage in discussions and vote as if he or she were personally present at the meeting. This authority shall exist for a period not to exceed four months from the date of this proclamation.

Adopted this 17th day of March, 2020.



Richard Avol,
Mayor of the City of Washburn



Scott Kluver,
City of Washburn Clerk

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To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: Refinancing Issues 2020A and 2020B
Date: April 3, 2020

Enclosed you will find the memo from last month as the reminder of why we have two refinancing matters on the agenda. Also enclosed are the draft resolutions and bid information that has gone out for both issues. Since last month, it was decided to seek local banks for both issues as opposed to going through the Board of Commissioners of Public Lands. That remains an option for the taxable issue if the sale results are not to the City's satisfaction.

The sale results for these two issues will be received and reviewed by Ehlers on Friday, April 10th. As soon as I have that information, I will pass that along to you. The Council will be asked to approve the resolutions based on the sale results received. I expect Sean Lenz from Ehlers to be on the phone for the meeting to assist in answering any questions. Please let me know if you have any questions about this process or purposes related to this refinancing.

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To: Honorable Mayor and City Council Members
From: Scott J. Kluver, ^{SK} Administrator
Re: Meter Replacement Project Financing Plan
Date: February 28, 2020

The plan for financing the water meter replacement project has gotten a little more complex than expected; however, results will be a benefit to the City. There are several components to this plan, and I will outline them as simply as possible.

First, there are two existing loans that the City has that would be refinanced under this plan. The first loan is for the City Garage which has about 10 years left of payments. It is anticipated that this loan can be refinanced to provide significant interest savings of several thousand dollars per year (Exhibit 3). The second existing debt is for the coal dock project (Exhibit 2). There are two reasons why we are interested in refinancing this loan. The first is we believe we can get a slightly better interest rate, and the second is that based on the advice of bond counsel, this loan should be converted to a state trust fund loan or refinanced as a taxable issue. The taxable issue is because of the structure of our agreements for the use of the dock and proceeds received from that usage. As such, on that existing borrowing, we would pay back the \$200,000 we have not spent from that borrowing and have been holding for the West End Boat Ramp Project and the new loan to be refinanced would only be for the Coal Dock. Now, because the new loan is only for the Coal Dock, and the payments on the existing loan were split between the Harbor Commission and the General Fund, the percentage the Harbor Commission will pay on the new loan will increase, but the payment amount will be the same. The General Fund portion will decrease both by the percentage and the amount.

Aside from the refinancing, new borrowing will be tacked on to the refinancing of the Garage Loan for the West End Boat Ramp Project, and the Water Meter Replacement Project (Exhibit 1). Both the Water and Sewer Utilities will be making contributions to this loan, along with the General Fund. The General Fund portions will be covered by the refinancing savings, and the reduced portion it will be paying on the Coal Dock loan. This new loan will also be frontloaded on principal payments to take advantage of the decline in principal payments that the City would otherwise make in the next three years to set the City up for a stable transition into the looming Bayfield Street project which will require a significant borrowing (Exhibits 4, 5, 6 and 7). In other words, we are crafting this plan to keep our debt payments stable and to get the City in the best position possible with its debt load to address the Bayfield Street Project.

So, what is being asked of the Council at this meeting? First you will find a resolution that that will approve the finance plan to refinance the Garage Loan and add the new debt for the Meter Replacement Project, as well as essentially transfer the money for the West End Park Project from the old Coal Dock Loan to this refinancing. I recommend approval of Resolution 2020-02. The City will receive proposals for the new issue to be reviewed at the April 13th meeting.

Second, we are checking to see which is the best option for refinancing the Coal Dock loan. It will either be an adjustment of the terms of the existing loan for that project, or approving a refinanced loan through the BCPL for that project. As soon as we have clarity on that item, I will forward that information to you. You will be asked to take action on approving the best option. Implementation of this refinancing will likely be on the April agenda.

This is a relatively complex refinancing/borrowing plan for the City. If any of you have any questions, please let me know and I will walk you through it step by step. I recommend that these actions be taken to allow us to proceed forward with the Meter Replacement Project, West End Boat Ramp Project, planning for the Bayfield Street Project, and better interest rates for the City.

Aldersperson _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 20-006

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$1,059,000 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A, OF THE CITY OF WASHBURN, WISCONSIN; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING THEIR EXECUTION AND DELIVERY; CREATING A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the Common Council (the "Council") of the City of Washburn, Bayfield County, Wisconsin (the "City"), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to the provisions of Wisconsin Statutes, Section 67.12(12) (the "Act"), the City is authorized to issue and sell its general obligation promissory notes for any public purpose.

1.02 The City has previously issued its \$840,000 General Obligation Bonds, Series 2010A, dated May 11, 2010 (the "2010 Bonds"). The proceeds of the 2010 Bonds were used to provide funds to finance a building for housing of machinery and equipment (the "2010 Project").

1.03 The Common Council has determined that it is necessary and desirable that the City issue \$1,059,000 General Obligation Promissory Note, Series 2020A (the "Note"), to (a) finance a City wide meter replacement for the City's sewerage system and water system; (b) finance construction of a public boat ramp at the City's West End Park (collectively, the "New Money Projects"); and (c) refund, on a current refunding basis, the 2020 through 2030 maturities of the 2010 Bonds, of which \$505,000 in principal amount is outstanding (the "2010 Refunded Bonds") and is hereby called for prepayment and redemption on May 15, 2020 (the "Redemption Date").

1.04 The City has duly received proposals for the Note, including the proposal of _____ of _____, _____ (the "Purchaser"), to purchase the Note at a cash price of \$_____, plus accrued interest on the total principal amount from May 1, 2020, to the date of delivery of the Note and upon condition that the Note matures and bears interest at the times and annual rate set forth in Section 2. The City, after due consideration, finds such proposal reasonable and proper and the best proposal, and the proposal of the Purchaser is hereby accepted. The Mayor and the City Administrator/Clerk are authorized and directed to execute on the part of the City a contract for the sale of the Note in accordance with the Purchaser's proposal. All actions of the Mayor, the City Administrator/Clerk, and Ehlers & Associates, Inc., independent municipal advisor to the City, taken with regard to the sale of the Note are hereby ratified and approved.

1.05 Of the principal amount of the Note:

(a) \$_____ will be attributable to financing the Project (the "New Money Portion of the Note"); and

(b) \$_____ will be attributable to the refunding of the 2010 Refunded Bonds (the "2010 Bonds Refunding Portion of the Note").

The principal amount of the New Money Portion of the Note and the 2010 Bonds Refunding Portion of the Note shall be allocated as set forth on Exhibit A attached hereto.

Section 2. Terms and Form of the Note.

2.01 This issue shall be a single note, dated the date of delivery, in fully registered form, in the amount of \$1,059,000, with principal payable in annual installments as set forth below commencing with the initial principal payment on May 1, 2021 in the principal installments and in the years stated below:

Principal Payment Date	Principal Installment
5/1/2021	\$
5/1/2022	\$
5/1/2023	\$
5/1/2024	\$
5/1/2025	\$
5/1/2026	\$
5/1/2027	\$
5/1/2028	\$
5/1/2029	\$
5/1/2030	\$

2.02 The Note shall bear interest on the unpaid principal balance at the rate of _____% per annum, calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

2.03 Interest shall be payable annually beginning May 1, 2021, and annually thereafter on May 1 (the "Payment Date") until the Note is paid in full. Payments shall be applied first to interest due through the stated maturity date set forth above on the unpaid balance of the Note and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due and (5) principal installments due.

2.04 The Note is subject to optional redemption and prepayment, in whole or in part, by the City on any date at a price equal to the principal amount to be prepaid plus accrued interest to the redemption date.

2.05 The Council hereby appoints the City Treasurer as registrar, paying agent and transfer agent for the Note (such officer or successor thereof is herein referred to as the "Note Registrar").

2.06 The Note Registrar shall make, or cause to be made, all principal and interest payments with respect to the Note by check or draft mailed to the registered owners of the Note shown on the bond registration records maintained by the Note Registrar at the close of business on the last day (whether or not on a business day) of the month next preceding the Payment Date at such owners' addresses shown on such bond registration records.

2.07 A. The Note shall be prepared for execution in accordance with the approved form and shall be signed by the manual signature of the Mayor and attested by the manual signature of the City Administrator/Clerk. In case any officer whose signature shall appear on the Note shall cease to be an officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until delivery.

B. The City Administrator/Clerk is authorized and directed to obtain a copy of the complete and executed legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and cause the opinion to be attached to the Note.

2.08 A. The City shall cause to be kept at the principal corporate office of the Note Registrar a note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the City shall provide for the registration of the Note and the registration of transfers of the Note entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Note Registrar or its incapability of acting as such, the Note registration records shall be maintained at the office of the successor Note Registrar as may be appointed by the Council.

B. Upon surrender for transfer of the Note at the principal corporate office of the Note Registrar, the City shall execute and the Note Registrar shall authenticate and deliver, in the names of the designated transferee, one new note of a like aggregate principal amount.

C. A Note surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Note Registrar and thereafter disposed of as directed by the Council.

D. A Note issued in exchange for or upon transfer of the Note shall be a valid obligation of the City evidencing the same debt and entitled to the same benefits under this Resolution as the Note surrendered for such exchange or transfer.

E. The Note presented for a transfer or exchange shall (if so required by the City or the Note Registrar) be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the City and the Note Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing.

F. The City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Note, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

G. If the Note becomes mutilated or is destroyed, stolen or lost, the Note Registrar will deliver a new Note of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Note Registrar in connection therewith; and, in the case of the Note being destroyed, stolen or lost, upon filing with the Note Registrar and the City of evidence satisfactory to them that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Note Registrar of an appropriate note or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Note Registrar must be named as obligees. The Note so surrendered to the Note Registrar will be cancelled by the Note Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

H. The Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note.

I. Notwithstanding the above, the Purchaser agrees to hold the Note to the maturity date, unless prepaid by the City or the City consents to the transfer.

2.09 The principal of and interest on the Note shall be payable by the Note Registrar in such funds as are legal tender for the payment of debts due the United States of America. The City shall pay the reasonable and customary charges of the Note Registrar for the disbursement of principal and interest.

2.10 Delivery of the Note and payment of the purchase price under the Note shall be made at a place mutually satisfactory to the City and the Purchaser. A typewritten and executed Note shall be furnished by the City without cost to the Purchaser. The Note, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the City Treasurer to the Purchaser upon receipt of the purchase price plus accrued interest, if any.

Section 3. Form of the Note.

3.01 The Note shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
BAYFIELD COUNTY

R-1

\$1,059,000

CITY OF WASHBURN
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019A

<u>Rate</u>	<u>Date of Original Issue</u>	<u>Final Maturity Date</u>
_____ %	May 1, 2020	May 1, 2030

REGISTERED OWNER: _____

The City of Washburn, Bayfield County, Wisconsin (the "City"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal sum of One Million Fifty-nine Thousand and 00/100th Dollars (\$1,059,000) payable in annual installments as set forth below commencing with the initial principal payment on September 1, 2021 in the principal installments and in the years stated below:

Principal Payment Date	Principal Installment
5/1/2021	\$
5/1/2022	\$
5/1/2023	\$
5/1/2024	\$
5/1/2025	\$
5/1/2026	\$
5/1/2027	\$
5/1/2028	\$
5/1/2029	\$
5/1/2030	\$

This Note shall bear interest on the unpaid principal balance at the rate of _____% per annum, calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Interest shall be payable annually beginning May 1, 2021, and annually thereafter on May 1 (the "Payment Date") until the Note is paid in full. Payments shall be applied first to interest due through the stated maturity date set forth above on the unpaid balance of the Note and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due and (5) principal installments due.

The City Treasurer shall make the principal and interest payments with respect to this Note directly to the registered owner hereof shown on the bond registration records maintained on behalf of the City by the City Administrator/Clerk as of the close of business on the 15th day (whether or not on a business day) of the month next preceding the Payment Date. The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payment of the final principal payment shall be made when due upon presentation and surrender of this Note to the City Treasurer. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and resources of the City are irrevocably pledged.

This Note is issued by the City pursuant to the authority contained in Wisconsin Statutes, Section 67.12(12), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the City on April 13, 2020 (the "Resolution"), for public purposes, including, to (a) finance a City meter replacement for the City's sewerage system and water system; (b) finance construction of a public boat ramp at the City's West End Park; (c) refund, on a current refunding basis, the outstanding principal and interest on the City's General Obligation Bonds, Series 2010A, dated May 11, 2010; and (d) payment of costs of issuance of the Note. The Note is payable from the Series 2020A Promissory Note Debt Service Account in the City's Debt Service Fund and a direct annual ad valorem tax has been levied upon all of the taxable property within the City, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

This Note has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Note shall be subject to optional redemption and prepayment, in whole or in part, by the City on any date at a price equal to the principal amount to be prepaid plus accrued interest to the redemption date. If the Note is redeemed in part, upon surrender of the Note being redeemed, the City shall deliver or cause to be delivered to the registered owner of such Note, a Note in like form in the principal amount equal to that portion of the Note so surrendered not being redeemed.

The Note is issued as a fully registered note without coupons, in the denomination of \$1,059,000. The City will, at the request of the registered owner, issue one new fully registered note in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of the Note, of like tenor except as to number and principal amount. Subject to the restrictions set forth in the Resolution, this Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the principal corporate office of the Note Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Note Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the City shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one new fully registered note in the name of the

transferee, in the principal amount equal to the unpaid principal amount of this Note, of the same maturity, and bearing interest at the same rate.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the City is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the issuance of this Note does not cause the indebtedness of the City to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Washburn, Bayfield County, Wisconsin, by its governing body, has caused this Note to be executed in its name by the signatures of the Mayor and the City Administrator/Clerk and its corporate seal or a true facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

Date of Execution: _____

ATTEST:

(Form - no signature required)
City Administrator/Clerk

(Form - no signature required)
Mayor

(SEAL)

BOND COUNSEL OPINION

I certify that the attached is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Note, dated as of the date of original delivery of and payment for the Note.

(Form - no signature required)
City Administrator/Clerk

REGISTRATION CERTIFICATE

This Note must be registered as to both principal and interest in the name of the owner on the books to be kept by the City Administrator/Clerk. No transfer of this Note shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City Administrator/Clerk in the name of the registered owner last noted below.

issuance of the Note. The monies in said fund may from time to time be invested as provided in Section 66.0603(1m), Wisconsin Statutes. Upon completion of the New Money Projects, and after payment in full of all costs thereof, any balance on hand in the Borrowed Money Fund shall be credited to the Debt Service Account.

B. Debt Service Fund. There is hereby established in the treasury of the City, if it has not already been created, a debt service fund separate and distinct from every other fund (the "Debt Service Fund"), which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the Debt Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the 2020A Promissory Note Debt Service Account.

C. The 2020A Promissory Note Debt Service Account. To the 2020A Promissory Note Debt Service Account (the "Debt Service Account") there is hereby pledged and irrevocably appropriated and there shall be credited: (1) any collections of all taxes levied herein for the payment of the Note and interest thereon; (2) all investment earnings on funds in the Debt Service Account; (3) accrued interest, if any, received upon delivery of the Note; (4) surplus monies in the Borrowed Money Fund as specified in Section 4.01A hereof; and (5) any and all other monies which are properly available and are appropriated by the City to the Debt Service Account including further deposits as may be required by Section 67.11 of Wisconsin Statutes. The amount of any surplus remaining in the Debt Service Account when the Note and interest thereon are paid shall be used to reduce the amount of taxes levied herein. No money shall be withdrawn from the Debt Service Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, in interest bearing obligations of the United States of America, or in other obligations of the City, which investments shall continue to be a part of the Debt Service Account. When the Note has been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Account shall be deposited in the general fund of the City, unless the Council directs otherwise.

4.02 Debt Service Levy.

A. For the purpose of paying the principal of and interest on the Note as the same become due, the full faith, credit and resources of the City are hereby irrevocably pledged and there hereby is levied on all the taxable property in the City a direct, annual, irrevocable tax in such years and in such amounts as are sufficient to meet such principal and interest payments when due; said tax is hereby levied in the years and in the minimum amounts shown on Exhibit B hereto, which is incorporated by reference as though fully set forth herein.

B. The City shall be and continue to be without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried into the tax rolls of the City and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Account created in Section 4.01C hereof.

4.03 Costs of Issuance. Proceeds of the Note deposited in the Borrowed Money Fund shall be used by the City to pay costs of issuance of the Note.

4.04 Refunding, Findings and Redemption of 2010 Refunded Bonds. A. Proceeds of the Note in the amount of \$459,936.25 are hereby irrevocably appropriated to the City's 2010 Bonds Debt Service Account established for the 2010 Bonds (the "2010 Bonds Debt Service Account"), which funds and the monies previously appropriated and deposited in the 2010 Bonds Debt Service Account (\$45,912.50) shall be segregated and shall constitute a separate trust fund to be used for no purpose other than the payment of the principal and interest on the 2010 Refunded Bonds on May 15, 2020. Such proceeds, together with the other monies on deposit in the 2010 Bonds Debt Service Account, may be invested only in direct obligations of the United States of America maturing in time to prepay and redeem the principal of and interest on the entire outstanding 2010 Refunded Bonds on May 15, 2020.

B. It is hereby found and determined that the proceeds of the Note in the amount of \$459,936.25, together with funds on deposit in the 2010 Bonds Debt Service Account in the amount of \$45,912.50, will be sufficient to pay the outstanding principal (\$505,000) and interest (\$848.75) on the 2010 Refunded Bonds on May 15, 2020.

C. The City Administrator/Clerk or the designee thereof is hereby authorized and directed to send the Notice of Call for Redemption attached hereto as Exhibit C to the holders of the 2010 Refunded Bonds to be redeemed, in accordance with its terms.

D. There is hereby appropriated any balance of the monies in the 2010 Bonds Debt Service Account to the Debt Service Account after payment of the 2010 Refunded Bonds.

Section 5. Certificate of Proceedings.

5.01 The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the City relating to the authorization and issuance of the Note and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Note as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the City as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.02 The City Administrator/Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note.

5.03 In the event of the absence or disability of the Mayor, the City Administrator/Clerk or the City Treasurer, such officers of the City or members of the Council as in the opinion of the City's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Note, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 6. Tax Covenants.

6.01 The City covenants and agrees with the holder of the Note that the City will (i) take all action on its part necessary to cause the interest on the Note to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Note and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Note to be subject to federal income

taxes, including, without limitation, refraining from spending the proceeds of the Note and investment earnings thereon on certain specified purposes.

6.02 A. No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued. To this effect, any proceeds of the Note and any sums from time to time held in the Debt Service Account (or any other City account which will be used to pay principal and interest to become due on the Note) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods or minor portion made available under the federal arbitrage regulations.

B. The proceeds of the Note and money in the Debt Service Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The City hereby covenants not to use the proceeds of the Note, or to cause or permit them to be used, in such a manner as to cause the Note to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.03 A. The City covenants and certifies to and for the benefit of the owner of the Note that no use will be made of the proceeds of the Note which will cause the Note to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder.

B. The Note is a "multi-purpose issue" within the meaning of Treas. Reg. §1.148-9(h) because the Note is issued to finance the New Money Projects and to refund the 2010 Refunded Bonds. For purposes of the arbitrage regulations, the New Money Portion of the Note and the 2010 Bonds Refunding Portion of the Note are treated as separate issues.

C. The City covenants and agrees to comply with requirements under the Code necessary to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (1) requirements relating to temporary periods for investment, (2) limitation on amounts invested at a yield greater than the yield on the Note, and (3) the rebate of excess investment earnings to the United States on the Note.

D. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the City hereby finds, determines and declares:

- (1) the City is a governmental unit with general taxing powers;
- (2) the Note is not "private activity bonds" as defined in Section 141 of the Code;
- (3) 95% or more of the net proceeds of the Note are to be used for local governmental activities of the City; and
- (4) the aggregate face amount of the tax-exempt obligations (other than private activity bonds) issued by the City during the calendar year in which the Note is issued is not

reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

E. In order to qualify the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (1) the Note is not a “private activity bond” as defined in Section 141 of the Code;
- (2) the City hereby designates the Note as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;
- (3) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities whose obligations will be aggregated with those of the City) during the calendar year in which the Note was issued will not exceed \$10,000,000; and
- (4) not more than \$10,000,000 of obligations issued by the City during the calendar year in which the Note was issued have been designated for the purposes of Section 265(b)(3) of the Code.

E. The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this section.

Section 7. Post-Issuance Compliance Policy and Procedures. The Common Council has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Common Council hereby approves the Policy and Procedures for the Note. The City Administrator continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted April 13, 2020.

Mayor

Attest:

City Administrator/Clerk

The motion of the adoption of the foregoing Resolution was duly seconded by Alderperson _____ and, upon vote being taken, the following voted in favor thereof:

the following voted against the same:

the following were absent:

whereupon, said Resolution was declared duly passed and adopted, and approved and signed by the Mayor and attested by the City Administrator/Clerk.

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EXHIBIT A

ALLOCATION OF MATURITIES

Date	Total Principal	New Money Portion of the Note	2010 Bonds Refunding Portion of the Note
5/1/2021			
5/1/2022			
5/1/2023			
5/1/2024			
5/1/2025			
5/1/2026			
5/1/2027			
5/1/2028			
5/1/2029			
5/1/2030			
TOTAL			

EXHIBIT B

**GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A
CITY OF WASHBURN, WISCONSIN**

TAX LEVY SCHEDULE

Levy Year/Collect Year	Tax Levy
2020/2021	*
2021/2022	
2022/2023	
2023/2024	
2024/2025	
2025/2026	
2026/2027	
2027/2028	
2028/2029	
2029/2030	

* \$_____ to be paid from funds deposited in the Debt Service Account from the premium (\$_____) on the sale of the Note and the rounding amount (\$_____)

**EXHIBIT C
NOTICE OF REDEMPTION**

**\$840,000 General Obligation Bonds, Series 2010A
of the City of Washburn, Wisconsin**

NOTICE IS HEREBY GIVEN that, by order of the Common Council of the City of Washburn, Wisconsin (the "City"), there have been called for redemption and prepayment on

May 15, 2020

all outstanding bonds of the City designated as the \$840,000 General Obligation Bonds, Series 2010A, dated May 11, 2010, which mature on the following dates:

Number	Maturity Date	Principal Amount*	Interest Rate
R-11	11/1/2020	\$35,000	4.00%
R-12	11/1/2021	\$40,000	4.00%
R-13	11/1/2022	\$40,000	4.00%
R-14	11/1/2023	\$45,000	4.00%
R-15	11/1/2024	\$45,000	4.25%
R-16	11/1/2025	\$45,000	4.25%
R-17	11/1/2026	\$50,000	4.25%
R-18	11/1/2027	\$50,000	4.50%
R-19	11/1/2028	\$55,000	4.50%
R-20	11/1/2029	\$55,000	4.75%
R-21	5/1/2030	\$45,000	4.75%

The Bonds are being called at a price of par plus accrued interest to May 15, 2020, on which date they will cease to bear interest. Holders of the Bonds hereby called for redemption should present their Bonds for payment to Bond Trust Services Corporation at 3060 Centre Pointe Drive, Roseville, MN 55113. It is recommended that you mail your bond registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity (or outstanding principal balance of a term bond).

BY ORDER OF THE COMMON COUNCIL OF
THE CITY OF WASHBURN, WISCONSIN

PRELIMINARY TERM SHEET DATED APRIL 1, 2020

CITY OF WASHBURN, WISCONSIN (THE "CITY") (Bayfield County)

\$1,059,000* GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A (THE "NOTE")

PROPOSAL OPENING: Proposals must be received by e-mail to Keith Schmitz at bondsale@ehlers-inc.com no later than 12:00 P.M. Central on April 10, 2020 at the offices of Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105.

PROPOSAL CONSIDERATION: Proposals will be considered by the City Council, at a meeting to be held on April 13, 2020 at 5:30 P.M.

PURPOSE: The Note is being issued to finance the costs of water system projects, sewer system projects, boat ramp improvements, and current refunding certain obligations of the City.

AUTHORITY: Wisconsin Statutes, Chapter 67.12(12).

SECURITY: The Note are general obligations of the City, backed by its full faith, credit, and taxing authority.

DATE OF Note: May 1, 2020

DELIVERY DATE: May 1, 2020

PRINCIPAL INSTALLMENTS:* May 1, as follows:

<u>Year</u>	<u>Amount**</u>	<u>Year</u>	<u>Amount**</u>
2021	\$106,000	2026	\$67,000
2022	136,000	2027	68,000
2023	205,000	2028	71,000
2024	211,000	2029	72,000
2025	64,000	2030	59,000

* Preliminary, subject to change.

** The City reserves the right to increase or decrease the principal amount of the Note, in increments of \$1,000. Increases or decreases may be made in any principal installment year. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

ESTIMATED SOURCES AND USES*

Sources		
Par Amount of Note	\$1,059,000	
Transfer from Prior Issue Debt Service Funds	<u>45,912</u>	
Total Sources		\$1,104,912
Uses		
Project Costs	\$575,000	
Deposit to Current Refunding Fund	505,849	
Finance Related Expenses	24,000	
Contingency	<u>63</u>	
Total Uses		\$1,104,912

*Preliminary, subject to change.

INTEREST:	Interest will be payable on May 1 of each year, commencing May 1, 2021, to the registered owner of the Note. Interest will be computed on the basis of a 360-day year of twelve 30-day months.
OPTIONAL REDEMPTION:	The Note will be subject to call and prior payment on any date after the Delivery Date at a price of par plus accrued interest.
MINIMUM PROPOSAL:	\$1,059,000.
FORM OF NOTE:	The Note will be in typewritten form, registrable as to principal and interest.
QUALIFIED TAX-EXEMPT OBLIGATIONS:	The Note will be designated as qualified tax-exempt obligations.
FINANCIAL DISCLOSURE:	The City will offer to provide its financial data annually to the Lender upon request.
RATING:	The City has not requested a rating for the Note. <i>A rating may not be requested without contacting Ehlers and receiving the permission of the City.</i>
OFFERING DOCUMENTS:	Offering documents shall take the form of this Term Sheet and the attached Proposal Form.

COSTS OF ISSUANCE: Financing and legal costs will be paid for out of the proceeds of the Note. No additional costs proposed by the Lender will be considered.

LEGAL OPINION: An opinion as to the validity of the Note and the exemption from taxation of the interest thereon will be furnished by Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, bond counsel to the City, and will accompany the Note.

RESALE OF NOTE: The Lender shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note, and understands that transfer of such Note is restricted pursuant to the terms of the financing agreement.

LENDER: To be determined.

**REGISTRAR/
PAYING AGENT:** The City Treasurer shall be designated as the registrar/paying agent.

BOND COUNSEL: Robert Toftey; Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota

MUNICIPAL ADVISOR: Ehlers & Associates, Inc.
3060 Centre Pointe Drive
Roseville, MN 55113
(651) 697-8500
(651) 697-8555 (FAX)

Sean Lentz: (651) 697-8509, slentz@ehlers-inc.com
Brian Reilly: (651) 697-8541, breilly@ehlers-inc.com
Josh Low: (651) 697-8596, jlow@ehlers-inc.com

MUNICIPAL ADVISOR AFFILIATED COMPANIES:

Bond Trust Services Corporation ("BTSC") and Ehlers Investment Partners, LLC ("EIP") are affiliate companies of Ehlers. BTSC is chartered by the Notetate of Minnesota and authorized in Minnesota, Wisconsin and Illinois to transact the business of a limited purpose Trust Company. BTSC provides Paying Agent services to debt issuers. EIP is a Registered Investment Advisor with the Notecurities and Exchange Commission. EIP assists issuers with the investment of bond proceeds or investing other issuer funds. This includes escrow bidding agent services. Issuers, such as this issuer, have or may retain BTSC and/or EIP to provide these services. If hired, BTSC and/or EIP would be retained by the issuer under an agreement separate from Ehlers.

DISCLAIMER:

No proposing firm representative or third-party solicitor shall contact the City's elected officials regarding this request for proposal while it remains open. Violation of this provision will be deemed grounds for immediate disqualification of a proposal and may be considered in future requests for proposal.

The City reserves the right to reject any and all proposals, and may waive any defect, irregularity, or informality contained in a proposal. The City reserves the right to select the proposal deemed most advantageous to the City, in its sole discretion, and to negotiate directly with any respondents. Preparation and submission of a response to this request for proposals is at the sole expense and risk of the responding firms, and it is understood by the selected firm that no fees or other compensation will be paid if the proposed financing is abandoned or does not close. If deadlines are modified or addenda to this request for proposal are prepared, all parties shall be notified contemporaneously.

PROPOSAL FORM

City Council
City of Washburn, Wisconsin (the "City")

April 13, 2020

RE: **\$1,059,000* General Obligation Promissory Note, Series 2020A (the "Note")**
DATED: **May 1, 2020**

For all or none of the above Note, we will pay you \$1,059,000 for such Note maturing on May 1 as designated below and bearing interest at the following rate: _____%.

<u>Annual Payment</u>	<u>Principal Installment</u>	<u>Annual Payment</u>	<u>Principal Installment</u>
2021	\$106,000	2026	\$67,000
2022	136,000	2027	68,000
2023	205,000	2028	71,000
2024	211,000	2029	72,000
2025	64,000	2030	59,000

* The City reserves the right to increase or decrease the principal amount of the Note on the day of sale, in increments of \$1,000 each. Increases or decreases may be made in any principal installment. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

Principal and interest on the Note will be payable annually on May 1.

The Note will be subject to call and prior payment on any date after the Delivery Date at a price of par plus accrued interest.

The Lender of this investment shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note, and understands that transfer of such Note is restricted pursuant to the terms of the financing agreement.

The City has not requested a rating on this issue. *A rating may not be requested without contacting Ehlers and receiving the permission of the City.*

This proposal is for consideration and acceptance by the City Council on April 13, 2020, and is conditional upon delivery of said Note to us within 40 days of award. Delivery is anticipated on or about May 1, 2020. The Note will be in typewritten form, registrable as to principal and interest. The City Treasurer shall be designated as the bond registrar/paying agent. The Note will be "bank qualified" and tax exempt, as evidenced by a legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, as bond counsel.

Submitted by:

Name of Institution: _____
Submitted By: _____
Title: _____
Signature: _____

The City reserves the right to waive any informalities in any proposal and select the proposal deemed most advantageous, in its sole discretion.

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Washburn, Wisconsin this _____ day of _____, 2020.

By: _____

By: _____

Title: _____

Title: _____

DEEMED FINAL CERTIFICATE FOR PRELIMINARY TERM SHEET

Ehlers and Associates, Inc. (Ehlers)
Re: City of Washburn, Wisconsin

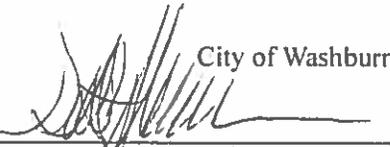
Ladies and Gentlemen:

I hereby certify:

1. I, the undersigned, am duly qualified in my position to execute this Deemed Final Certificate for Preliminary Term Sheet as an Issuer which will use this Preliminary Term Sheet with respect to our municipal loan offering.
2. As an issuer of the loan, we understand that we are responsible for the content of our Preliminary Term Sheet and Final Term Sheet.
3. We have reviewed the Preliminary Term Sheet and believe that all information provided in the draft Preliminary Term Sheet is accurate, not false, not misleading and that the Preliminary Term Sheet does not omit to state any material fact.
4. We deem the Preliminary Term Sheet dated April 1, 2020, as final, meaning that it includes all material information, except that which may not be finalized such as the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, any other terms or provisions required to be specified in the bid, rating, if applicable, other terms of the loan depending on such matters, and the identity of the bidder(s).
5. We authorize Ehlers to disseminate copies of the Preliminary Term Sheet to possible bidder(s) for this loan.
6. We understand that the City Council will rely on an accurate Preliminary Term Sheet and required supplements, as necessary, to be deemed as our final Term Sheet at the time of the sale of the loan and that we, as the issuer, have an obligation to disclose to all participating parties of this transaction any material developments impacting the Issuer or the loan from this date going forward through the delivery of the loan to the successful bidder.

Executed as of this 1 day of April, 2020

City of Washburn, Wisconsin

By:  (Signature)

Scott J. Kluver (Print name)

Admin. of sales / Clerk (Title)

SUBMIT

3

Aldersperson _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 20-007

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$417,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020B, OF THE CITY OF WASHBURN, WISCONSIN; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING THEIR EXECUTION AND DELIVERY; CREATING A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the Common Council (the "Council") of the City of Washburn, Bayfield County, Wisconsin (the "City"), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to the provisions of Wisconsin Statutes, Section 67.12(12) (the "Act"), the City is authorized to issue and sell its general obligation promissory notes for any public purpose.

1.02 The City has previously issued its \$750,000 General Obligation Promissory Note, dated October 1, 2018 (the "2018 Note"). The proceeds of the 2018 Note were used to provide funds to finance a Coal Dock and Rehabilitation Project (the "2018 Project").

1.03 The Common Council has determined that it is necessary and desirable that the City issue \$417,000 Taxable General Obligation Promissory Note, Series 2020A (the "Note"), to refund, on a current refunding basis, the outstanding principal and interest on the 2018 Note, which is hereby called for prepayment and redemption on May 1, 2020 (the "Redemption Date").

1.04 The City has duly received a proposal for the Note, from Bremer Bank, National Association of Amery, Wisconsin (the "Purchaser"), to purchase the Note at a cash price of \$_____, plus accrued interest on the total principal amount from May 1, 2020, to the date of delivery of the Note and upon condition that the Note matures and bears interest at the times and annual rate set forth in Section 2. The City, after due consideration, finds such proposal reasonable and proper, and the proposal of the Purchaser is hereby accepted. The Mayor and the City Administrator/Clerk are authorized and directed to execute on the part of the City a contract for the sale of the Note in accordance with the Purchaser's proposal. All actions of the Mayor, the City Administrator/Clerk, and Ehlers & Associates, Inc., independent municipal advisor to the City, taken with regard to the sale of the Note are hereby ratified and approved.

Section 2. Terms and Form of the Note.

2.01 This issue shall be a single note, dated the date of delivery, in fully registered form, in the amount of \$417,000, with principal payable in annual installments as set forth below commencing with the initial principal payment on March 15, 2021 in the principal installments and in the years stated below:

Principal Payment Date	Principal Installment
3/15/2021	\$
3/15/2022	\$
3/15/2023	\$
3/15/2024	\$

Principal Payment Date	Principal Installment
3/15/2025	\$
3/15/2026	\$
3/15/2027	\$
3/15/2028	\$

2.02 The Note shall bear interest on the unpaid principal balance at the rate of _____% per annum, calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

2.03 Interest shall be payable annually beginning March 15, 2021, and annually thereafter on March 15 (the "Payment Date") until the Note is paid in full. Payments shall be applied first to interest due through the stated maturity date set forth above on the unpaid balance of the Note and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due and (5) principal installments due.

2.04 The Note is subject to optional redemption and prepayment, in whole or in part, by the City on any date at a price equal to the principal amount to be prepaid plus accrued interest to the redemption date.

2.05 The Council hereby appoints the City Treasurer as registrar, paying agent and transfer agent for the Note (such officer or successor thereof is herein referred to as the "Note Registrar").

2.06 The Note Registrar shall make, or cause to be made, all principal and interest payments with respect to the Note by check or draft mailed to the registered owners of the Note shown on the bond registration records maintained by the Note Registrar at the close of business on the last day (whether or not on a business day) of the month next preceding the Payment Date at such owners' addresses shown on such bond registration records.

2.07 A. The Note shall be prepared for execution in accordance with the approved form and shall be signed by the manual signature of the Mayor and attested by the manual signature of the City Administrator/Clerk. In case any officer whose signature shall appear on the Note shall cease to be an officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until delivery.

B. The City Administrator/Clerk is authorized and directed to obtain a copy of the complete and executed legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and cause the opinion to be attached to the Note.

2.08 A. The City shall cause to be kept at the principal corporate office of the Note Registrar a note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the City shall provide for the registration of the Note and the registration of transfers of the Note entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Note Registrar or its incapability of acting as such, the Note registration records shall be maintained at the office of the successor Note Registrar as may be appointed by the Council.

B. Upon surrender for transfer of the Note at the principal corporate office of the Note Registrar, the City shall execute and the Note Registrar shall authenticate and deliver, in the names of the designated transferee, one new note of a like aggregate principal amount.

C. A Note surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Note Registrar and thereafter disposed of as directed by the Council.

D. A Note issued in exchange for or upon transfer of the Note shall be a valid obligation of the City evidencing the same debt and entitled to the same benefits under this Resolution as the Note surrendered for such exchange or transfer.

E. The Note presented for a transfer or exchange shall (if so required by the City or the Note Registrar) be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the City and the Note Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing.

F. The City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Note, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

G. If the Note becomes mutilated or is destroyed, stolen or lost, the Note Registrar will deliver a new Note of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Note Registrar in connection therewith; and, in the case of the Note being destroyed, stolen or lost, upon filing with the Note Registrar and the City of evidence satisfactory to them that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Note Registrar of an appropriate note or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Note Registrar must be named as obligees. The Note so surrendered to the Note Registrar will be cancelled by the Note Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

H. The Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note.

I. Notwithstanding the above, the Purchaser agrees to hold the Note to the maturity date, unless prepaid by the City or the City consents to the transfer.

2.09 The principal of and interest on the Note shall be payable by the Note Registrar in such funds as are legal tender for the payment of debts due the United States of America. The City shall pay the reasonable and customary charges of the Note Registrar for the disbursement of principal and interest.

2.10 Delivery of the Note and payment of the purchase price under the Note shall be made at a place mutually satisfactory to the City and the Purchaser. A typewritten and executed Note shall be furnished by the City without cost to the Purchaser. The Note, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the City Treasurer to the Purchaser upon receipt of the purchase price plus accrued interest, if any.

Section 3. Form of the Note.

3.01 The Note shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
BAYFIELD COUNTY

R-1

\$417,000

CITY OF WASHBURN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020B

<u>Rate</u>	<u>Date of Original Issue</u>	<u>Final Maturity Date</u>
_____ %	May 1, 2020	March 15, 2028

REGISTERED OWNER: BREMER BANK, NATIONAL ASSOCIATION

The City of Washburn, Bayfield County, Wisconsin (the "City"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal sum of Four Hundred Seventeen Thousand and 00/100th Dollars (\$417,000) payable in annual installments as set forth below commencing with the initial principal payment on March 15, 2021 in the principal installments and in the years stated below:

Principal Payment Date	Principal Installment
3/15/2021	\$
3/15/2022	\$
3/15/2023	\$
3/15/2024	\$
3/15/2025	\$
3/15/2026	\$
3/15/2027	\$
3/15/2028	\$

This Note shall bear interest on the unpaid principal balance at the rate of _____% per annum, calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Interest shall be payable annually beginning March 15, 2021, and annually thereafter on March 15 (the "Payment Date") until the Note is paid in full. Payments shall be applied first to interest due through the stated maturity date set forth above on the unpaid balance of the Note and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due and (5) principal installments due.

The City Treasurer shall make the principal and interest payments with respect to this Note directly to the registered owner hereof shown on the bond registration records maintained on behalf of the City by the City Administrator/Clerk as of the close of business on the 15th day (whether or not on a business day) of the month next preceding the Payment Date. The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payment of the final principal payment shall be made when due upon presentation and surrender of this Note to the City Treasurer. For the prompt

and full payment of such principal and interest as they become due, the full faith and credit and resources of the City are irrevocably pledged.

This Note is issued by the City pursuant to the authority contained in Wisconsin Statutes, Section 67.12(12), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the City on April 13, 2020 (the "Resolution"), for public purposes, including, to refund, on a current refunding basis, the outstanding principal and interest on the City's General Obligation Promissory Note, dated October 1, 2018, and payment of costs of issuance of the Note. The Note is payable from the Series 2020B Promissory Note Debt Service Account in the City's Debt Service Fund and a direct annual ad valorem tax has been levied upon all of the taxable property within the City, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Note shall be subject to optional redemption and prepayment, in whole or in part, by the City on any date at a price equal to the principal amount to be prepaid plus accrued interest to the redemption date. If the Note is redeemed in part, upon surrender of the Note being redeemed, the City shall deliver or cause to be delivered to the registered owner of such Note, a Note in like form in the principal amount equal to that portion of the Note so surrendered not being redeemed.

The Note is issued as a fully registered note without coupons, in the denomination of \$417,000. The City will, at the request of the registered owner, issue one new fully registered note in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of the Note, of like tenor except as to number and principal amount. Subject to the restrictions set forth in the Resolution, this Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the principal corporate office of the Note Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Note Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the City shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one new fully registered note in the name of the transferee, in the principal amount equal to the unpaid principal amount of this Note, of the same maturity, and bearing interest at the same rate.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the City is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the issuance of this Note does not cause the indebtedness of the City to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Washburn, Bayfield County, Wisconsin, by its governing body, has caused this Note to be executed in its name by the signatures of the Mayor and the City Administrator/Clerk and its corporate seal or a true facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

Date of Execution: _____

ATTEST:

(Form – no signature required)
City Administrator/Clerk

(Form – no signature required)
Mayor

(SEAL)

BOND COUNSEL OPINION

I certify that the attached is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Note, dated as of the date of original delivery of and payment for the Note.

(Form - no signature required)
City Administrator/Clerk

REGISTRATION CERTIFICATE

This Note must be registered as to both principal and interest in the name of the owner on the books to be kept by the City Administrator/Clerk. No transfer of this Note shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City Administrator/Clerk in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of City Administrator/Clerk</u>
05/01/2020	Bremer Bank, N.A. 104 Maple St. W. Amery, WI 54001 Federal Taxpayer I.D. No.: 39-0669450	<u>(Form – do not sign here)</u>

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

(Name and Address of Assignee)

Social Security or other
Identifying Number of
Assignee

the within Note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Section 4. Borrowed Money Fund; Debt Service Fund; Refunding.

4.01 A. Debt Service Fund. There is hereby established in the treasury of the City, if it has not already been created, a debt service fund separate and distinct from every other fund (the "Debt Service Fund"), which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the Debt Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the 2020B Promissory Note Debt Service Account.

B. The 2020B Promissory Note Debt Service Account. To the 2020B Promissory Note Debt Service Account (the "Debt Service Account") there is hereby pledged and irrevocably appropriated and there shall be credited: (1) any collections of all taxes levied herein for the payment of the Note and interest thereon; (2) all investment earnings on funds in the Debt Service Account; (3) accrued interest and rounding amount, if any, received upon delivery of the Note; and (4) any and all other monies which are properly available and are appropriated by the City to the Debt Service Account including further deposits as may be required by Section 67.11 of Wisconsin Statutes. The amount of any surplus remaining in the Debt Service Account when the Note and interest thereon are paid shall be used to reduce the amount of taxes levied herein. No money shall be withdrawn from the Debt Service Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, in interest bearing obligations of the United States of America, or in other obligations of the City, which investments shall continue to be a part of the Debt Service Account. When the Note has been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Account shall be deposited in the general fund of the City, unless the Council directs otherwise.

4.02 Debt Service Levy.

A. For the purpose of paying the principal of and interest on the Note as the same become due, the full faith, credit and resources of the City are hereby irrevocably pledged and there hereby is levied on all the taxable property in the City a direct, annual, irrepealable tax in such years and in such amounts as are sufficient to meet such principal and interest payments when due; said tax is hereby levied in the years and in the minimum amounts shown on Exhibit B hereto, which is incorporated by reference as though fully set forth herein.

B. The City shall be and continue to be without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried into the tax rolls of the City and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Account created in Section 4.01C hereof.

4.03 Costs of Issuance. Proceeds of the Note in the amount of \$5,000 shall be used by the City to pay costs of issuance of the Note.

4.04 Refunding, Findings and Redemption of 2018 Note. A. Proceeds of the Note in the amount of \$411,191.59 are hereby irrevocably appropriated to the City's 2018 Note Debt Service Account established for the 2018 Note (the "2018 Note Debt Service Account"), which funds and the monies previously appropriated and deposited in the 2018 Note Debt Service Account (\$292,691.36) shall be segregated and shall constitute a separate trust fund to be used for no purpose other than the payment of the principal and interest on the 2018 Note on May 1, 2020.

B. It is hereby found and determined that the proceeds of the Note in the amount of \$411,191.59, together with funds on deposit in the 2018 Note Debt Service Account in the amount of \$292,691.36 (consisting of funds from the City's debt service levy for the 2018 Note in the amount of \$92,691.36 and excess, unspent funds from the 2018 Note in the amount of \$200,000.00), will be sufficient to pay the outstanding principal (\$687,649.27) and interest (\$16,233.68) on the 2018 Note on May 1, 2020.

C. The City Administrator/Clerk or the designee thereof is hereby authorized and directed to send the Notice of Call for prepayment to the holder of the 2018 Note to be redeemed, in accordance with its terms.

D. There is hereby appropriated any balance of the monies in the 2018 Note Debt Service Account to the Debt Service Account after payment of the 2018 Note.

Section 5. Certificate of Proceedings.

5.01 The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the City relating to the authorization and issuance of the Note and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Note as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the City as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.02 The City Administrator/Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note.

5.03 In the event of the absence or disability of the Mayor, the City Administrator/Clerk or the City Treasurer, such officers of the City or members of the Council as in the opinion of the City's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Note, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Adopted April 13, 2020.

Mayor

Attest:

City Administrator/Clerk

The motion of the adoption of the foregoing Resolution was duly seconded by Alderperson _____ and, upon vote being taken, the following voted in favor thereof:

the following voted against the same:

the following were absent:

whereupon, said Resolution was declared duly passed and adopted, and approved and signed by the Mayor and attested by the City Administrator/Clerk.

M:\DOCS\14724\000013\ROI\1810300.DOCX

EXHIBIT A

**GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A
CITY OF WASHBURN, WISCONSIN**

TAX LEVY SCHEDULE

Levy Year/Collect Year	Tax Levy
2020/2021	*
2021/2022	
2022/2023	
2023/2024	
2024/2025	
2025/2026	
2026/2027	
2027/2028	

* \$ _____ to be paid from funds deposited in the Debt Service Account from the rounding amount (\$ _____).

PRELIMINARY TERM SHEET DATED APRIL 1, 2020

DRAFT

CITY OF WASHBURN, WISCONSIN (THE "CITY")
(Bayfield County)

\$417,000* TAXABLE GENERAL OBLIGATION PROMISSORY NOTE,
SERIES 2020B (THE "NOTE")

PROPOSAL OPENING: Proposals must be received by e-mail to Keith Schmitz at bondsale@ehlers-inc.com no later than 12:00 P.M. Central on April 10, 2020 at the offices of Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105.

PROPOSAL CONSIDERATION: Proposals will be considered by the City Council, at a meeting to be held on April 13, 2020 at 5:30 P.M.

PURPOSE: The Note is being issued to refund the City's General Obligation Promissory Note, Series 2018.

AUTHORITY: Wisconsin Statutes, Chapter 67.12(12).

SECURITY: The Note is a general obligation of the City, backed by its full faith, credit, and taxing authority.

DATE OF NOTE: May 1, 2020

DELIVERY DATE: May 1, 2020

PRINCIPAL INSTALLMENTS: March 15, as follows:

<u>Year</u>	<u>Amount**</u>	<u>Year</u>	<u>Amount**</u>
2021	\$49,000	2025	\$53,000
2022	48,000	2026	54,000
2023	50,000	2027	55,000
2024	51,000	2028	57,000

* Preliminary, subject to change.

** The City reserves the right to increase or decrease the principal amount of the Note, in increments of \$1,000. Increases or decreases may be made in any principal installment year. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

ESTIMATED SOURCES AND USES*

Sources		
Par Amount of Note	\$417,000	
Transfers from Prior Issue Debt Service Fund	92,691	
Other contributions	<u>200,000</u>	
Total Sources		\$709,691
Uses		
Deposit to Current Refunding Fund	\$703,883	
Costs of Issuance	5,000	
Contingency	<u>808</u>	
Total Uses		\$709,691

- INTEREST:** Interest will be payable annually on March 15, commencing March 15, 2021, to the registered owner of the Note. Interest will be computed on the basis of a 360-day year of twelve 30-day months.
- OPTIONAL REDEMPTION:** The Note will be subject to call and prior payment on any date after the Delivery Date at a price of par plus accrued interest.
- MINIMUM PROPOSAL:** \$417,000.
- FORM OF NOTE:** The Note will be in typewritten form, registrable as to principal and interest.
- QUALIFIED TAX-EXEMPT OBLIGATIONS:** The Note will not be designated as qualified tax-exempt obligations.
- FINANCIAL DISCLOSURE:** The City will offer to provide its financial data annually to the Lender upon request.
- RATING:** The City has not requested a rating for the Note. *A rating may not be requested without contacting Ehlers and receiving the permission of the City.*
- OFFERING DOCUMENTS:** Offering documents shall take the form of this Term Sheet and the attached Proposal Form.
- COSTS OF ISSUANCE:** Financing and legal costs will be paid for out of the proceeds of the Note. No additional costs proposed by the Lender will be considered.
- LEGAL OPINION:** An opinion as to the validity of the Note will be furnished by Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, bond counsel to the City, and will accompany the Note.

* Preliminary, subject to change.

RESALE OF NOTE:

The Lender shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note and understands that transfer of such Note is restricted pursuant to the terms of the financing agreement.

**REGISTRAR/
PAYING AGENT:**

The City Treasurer shall be designated as the registrar/paying agent.

BOND COUNSEL:

Robert Toftey; Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota

MUNICIPAL ADVISOR:

Ehlers & Associates, Inc.
3060 Centre Pointe Drive
Roseville, MN 55113
(651) 697-8500
(651) 697-8555 (FAX)

Sean Lentz: (651) 697-8509, slentz@ehlers-inc.com
Brian Reilly: (651) 697-8541, breilly@ehlers-inc.com
Josh Low: (651) 697-8596, jlow@ehlers-inc.com

MUNICIPAL ADVISOR AFFILIATED COMPANIES:

Bond Trust Services Corporation ("BTSC") and Ehlers Investment Partners, LLC ("EIP") are affiliate companies of Ehlers. BTSC is chartered by the State of Minnesota and authorized in Minnesota, Wisconsin and Illinois to transact the business of a limited purpose Trust Company. BTSC provides Paying Agent services to debt issuers. EIP is a Registered Investment Advisor with the Securities and Exchange Commission. EIP assists issuers with the investment of bond proceeds or investing other issuer funds. This includes escrow bidding agent services. Issuers, such as this issuer, have or may retain BTSC and/or EIP to provide these services. If hired, BTSC and/or EIP would be retained by the issuer under an agreement separate from Ehlers.

DISCLAIMER:

No proposing firm representative or third-party solicitor shall contact the City's elected officials regarding this request for proposal while it remains open. Violation of this provision will be deemed grounds for immediate disqualification of a proposal and may be considered in future requests for proposal.

The City reserves the right to reject any and all proposals, and may waive any defect, irregularity, or informality contained in a proposal. The City reserves the right to select the proposal deemed most advantageous to the City, in its sole discretion, and to negotiate directly with any respondents. Preparation and submission of a response to this request for proposals is at the sole expense and risk of the responding firms, and it is understood by the selected firm that no fees or other compensation will be paid if the proposed financing is abandoned or does not close. If deadlines are modified or addenda to this request for proposal are prepared, all parties shall be notified contemporaneously.

PROPOSAL FORM

DRAFT
April 13, 2020

City Council
City of Washburn, Wisconsin (the "City")

RE: \$417,000* Taxable General Obligation Promissory Note, Series 2020B (the "Note")
DATED: May 1, 2020

For all or none of the above Note, we will pay you \$417,000 for such Note maturing as designated below and bearing interest at the following rate: _____%.

<u>Annual Payment</u>	<u>Principal Installment</u>	<u>Annual Payment</u>	<u>Principal Installment</u>
2021	\$49,000	2025	\$53,000
2022	48,000	2026	54,000
2023	50,000	2027	55,000
2024	51,000	2028	57,000

* The City reserves the right to increase or decrease the principal amount of the Note on the day of sale, in increments of \$1,000 each. Increases or decreases may be made in any principal installment. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

Interest on the Note will be payable on March 15, 2021 and annually thereafter.

The Note will be subject to call and prior payment on any date at a price of par plus accrued interest.

The Lender of this investment shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note and understands that transfer of such Note is restricted pursuant to the terms of the financing agreement.

The City has not requested a rating on this issue. *A rating may not be requested without contacting Ehlers and receiving the permission of the City.*

This proposal is for consideration and acceptance by the City Council on April 13, 2020, and is conditional upon delivery of said Note to us within 40 days of award. Delivery is anticipated on or about May 1, 2020. The Note will be in typewritten form, registrable as to principal and interest. The City Treasurer shall be designated as the bond registrar/paying agent. The Note will be "bank qualified" and tax exempt, as evidenced by a legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, as bond counsel.

Submitted by:

Name of Institution: _____

Submitted By: _____

Title: _____

Signature: _____

The City reserves the right to waive any informalities in any proposal and select the proposal deemed most advantageous, in its sole discretion.

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Washburn, Wisconsin this _____ day of _____, 2020.

By: _____

By: _____

Title: _____

Title: _____

DEEMED FINAL CERTIFICATE FOR PRELIMINARY TERM SHEET

Ehlers and Associates, Inc. (Ehlers)
Re: City of Washburn, Wisconsin

Ladies and Gentlemen:

I hereby certify:

1. I, the undersigned, am duly qualified in my position to execute this Deemed Final Certificate for Preliminary Term Sheet as an Issuer which will use this Preliminary Term Sheet with respect to our municipal loan offering.
2. As an issuer of the loan, we understand that we are responsible for the content of our Preliminary Term Sheet and Final Term Sheet.
3. We have reviewed the Preliminary Term Sheet and believe that all information provided in the draft Preliminary Term Sheet is accurate, not false, not misleading and that the Preliminary Term Sheet does not omit to state any material fact.
4. We deem the Preliminary Term Sheet dated April 1, 2020, as final, meaning that it includes all material information, except that which may not be finalized such as the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, any other terms or provisions required to be specified in the bid, rating, if applicable, other terms of the loan depending on such matters, and the identity of the bidder(s).
5. We authorize Ehlers to disseminate copies of the Preliminary Term Sheet to possible bidder(s) for this loan.
6. We understand that the City Council will rely on an accurate Preliminary Term Sheet and required supplements, as necessary, to be deemed as our final Term Sheet at the time of the sale of the loan and that we, as the issuer, have an obligation to disclose to all participating parties of this transaction any material developments impacting the Issuer or the loan from this date going forward through the delivery of the loan to the successful bidder.

Executed as of this 1 day of April, 2020

City of Washburn, Wisconsin
By: [Signature] (Signature)
Scott J. Kluver (Print name)
Administrator/Clerk (Title)

SUBMIT

4

CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, ^{SK}Administrator
Re: Debt Compliance Policy and Procedures Update
Date: March 30, 2020

Since the Council last adopted this policy in November of 2018, there have been a couple of updates that are outlined in the attached letter from Ehlers. The changes are relatively minor, but are important to remain in good standing for borrowing. The attached resolution would approve the enclosed updated policy and procedures. By having the recommended policy and procedures in place, we greatly reduce the risk of having my head lopped off during an IRS audit.

I recommend approval of the attached resolution. Questions on this issue are appreciated in advance of the meeting as these policies have a lot of technical issues associated with them that may require me to ask others.

washburnadmin@cityofwashburn.org

From: Tammy Demars <tdemars@cityofwashburn.org>
Sent: Friday, February 28, 2020 2:07 PM
To: Scott Kluver
Subject: FW: Post Issuance Compliance Policy Update Recommended - Washburn
Attachments: City Post-Issuance Debt Compliance Procedures.pdf; Agreement for Post-Issuance Debt Compliance Policy and Procedures Templates.pdf

From: Sara Beecher <SBeecher@ehlers-inc.com>
Sent: Friday, February 28, 2020 1:36 PM
To: 'tdemars@cityofwashburn.org' <tdemars@cityofwashburn.org>
Subject: RE: Post Issuance Compliance Policy Update Recommended - Washburn

Hi Tammy,

Due to the upcoming bond sale for the City, we are again recommending that the City's post issuance compliance policy be updated. See my original email below from March of 2019. Please contact me with any questions.

Sara Beecher

Sara Beecher
Senior Disclosure Coordinator
O: (262) 796-6172 | ehlers-inc.com



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From: Sara Beecher <SBeecher@ehlers-inc.com>
Sent: Tuesday, March 26, 2019 4:04 PM
To: 'tdemars@cityofwashburn.org' <tdemars@cityofwashburn.org>
Cc: Sean Lentz <SLentz@ehlers-inc.com>
Subject: Post Issuance Compliance Policy Update Recommended - Washburn

Good afternoon,

Our records show policy and procedures relating to post issuance compliance were adopted or approved around October of 2018. The documents were prepared by Ehlers. We have attached the document for your reference. Since this date, significant changes have taken place which has led us to revise our policy and procedure document templates.

Due to increased underwriter scrutiny (the Municipalities Continuing Disclosure Cooperation initiative "MCDC" in March of 2014 and afterward) regarding disclosure practices we are now including several procedural items in our policy templates that are intended to assist the obligated person with how to monitor compliance with each unique Continuing Disclosure Agreement.

Also, effective February 27, 2019, the Securities and Exchange Commission (SEC) required amendments to Rule 15c2-12 of the Securities Exchange Act (the "Rule") to include two additional reportable events, increasing the number of required event notices to 16. The two additional reportable events are as follows:

- *Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and,*
- *Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.*

Numerous Industry experts have suggested updating policies and procedure documents to ensure Issuers are ready to comply with their disclosure obligations, which includes the two new rules. Now is a good time to update the documents to provide underwriters and current security holders assurance that your entity is prepared to comply with your post issuance obligations.

We will provide the documents at the \$200 fee which is laid out in the "Agreement for Post-Issuance Debt Compliance Policy and Procedures Templates". We have attached the contract for your reference. Please respond to this email to confirm you would like to receive the updated procedures templates.

Ehlers maintains extensive experience and has invested in a full range of products and services to assist municipalities in meeting their post issuance compliance obligations. Make sure your municipality is prepared for this new regulatory complexity.

Sara Beecher

Sara Beecher

Senior Disclosure Coordinator

O: (262) 796-6172 | ehlers-inc.com



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The City of Washburn, Wisconsin

Resolution 2020-04

Adopting Post-Issuance Debt Compliance Policy for Tax-exempt and Tax-advantaged Governmental Bonds

WHEREAS, the City of Washburn, Wisconsin (the "City") from time to time will issue tax-exempt and tax-advantaged governmental bonds; and

WHEREAS, under the Internal Revenue Code of 1986, as amended and related regulations (the "Code"), and Securities and Exchange Commission (the "SEC") the City is required to take certain actions after bond issuance to ensure that interest on those bonds remains in compliance with the Code and SEC; and

WHEREAS, the City has determined to adopt a policy regarding how the City will carry out its compliance responsibilities via written procedures, and to that end, has caused to be prepared documents titled Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures; and

WHEREAS, the City Council (the "Council") of the City has reviewed the Post-Issuance Debt Compliance Policy in connection with the Post-Issuance Debt Compliance Procedures and has determined that it is in the best interest of the District to adopt the Policy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WASHBURN, WISCONSIN; the Council approves the Policy as shown in the form attached; and

BE IT FURTHER RESOLVED; City staff are authorized to take all actions necessary to carry out the Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures.

Adopted by the City of Washburn, Wisconsin this 13 day of April, 2020.

ATTEST:

Richard Avol, Mayor

Scott J. Kluver, Clerk

The City of Washburn, Wisconsin Post-Issuance Debt Compliance Policy

The City Council (the "Council") of the City of Washburn, Wisconsin (the "City") has chosen, by policy, to take steps to help ensure that all obligations will be in compliance with all applicable federal regulations. This policy may be amended, as necessary, in the future.

IRS Background

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (the "Code") and regulations promulgated thereunder ("Treasury Regulations") governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various "Tax Credit" Bonds). The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

SEC Background

The Securities and Exchange Commission (SEC) is responsible for enforcing compliance with the SEC Rule 15c2-12 (the "Rule"). Governments or governmental entities issuing obligations generally have a requirement to meet specific continuing disclosure standards set forth in continuing disclosure agreements ("CDA"). Unless the issuer, obligated person, or a specific obligation is exempt from compliance with CDAs, these agreements are entered into at the time of obligation issuance to enable underwriter(s) to comply with the Rule. The Rule sets forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offerings of municipal securities, (ii) underwriters to obtain CDAs from issuers and other obligated persons to provide material event disclosure and annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities transactions in the secondary market. The SEC encourages issuers and beneficiaries adopt and implement a post-issuance debt compliance policy and procedures to safeguard against Rule violations.

When obligations are issued, the CDA commits the issuer or obligated person to provide certain annual financial information and material event notices to the public. Issuers and other obligated persons may also choose to provide periodic, voluntary financial information and filings to investors in addition to fulfilling the specific responsibilities delineated in their CDA. It is important to note that issuers and other obligated persons should not give any one investor certain information that is not readily available to all market participants by disseminating information to the marketplace, at large. Issuers and other obligated persons should be aware that any disclosure activities determined to be "communicating to the market" can be subject to regulatory scrutiny.

Post-Issuance Debt Compliance Policy Objective

The City desires to monitor these obligations to ensure compliance with the IRS Code, Treasury Regulations and the SEC Rule. To help ensure compliance, the City has developed the following policy (the "Post-Issuance Debt Compliance Policy"). The Post-

Issuance Debt Compliance Policy shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

Post-Issuance Debt Compliance Policy

The City Administrator of the City is designated as the City's agent who is responsible for post-issuance compliance of these obligations.

The City Administrator shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the "Post-Issuance Debt Compliance Procedures"). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General Post-Issuance Compliance
2. General Recordkeeping
3. Arbitrage Yield Restriction and Rebate Recordkeeping
4. Expenditure and Asset Documentation to be Assembled and Retained
5. Miscellaneous Documentation to be Assembled and Retained
6. Additional Undertakings and Activities that Support Sections 1 through 5 above
7. Continuing Disclosure Obligations
8. Compliance with Future Requirements

The City Administrator shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the City Administrator will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

The City Administrator or any other individuals responsible for assisting the City Administrator in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the City may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the City Administrator shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

Private Activity Bonds

The City may issue tax-exempt obligations that are "private activity" bonds because either (1) the bonds finance a facility that is owned by the City but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called "conduit bonds", where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of

either of these types of bonds, the City Administrator shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the City Administrator may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the City under federal law. In a case where the City Administrator is concerned about the compliance ability of a private party, the City Administrator may require that a trustee or other independent third party be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

The City Administrator is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the City is in compliance with this Post-Issuance Debt Compliance Policy.

Adopted this date _____ by the City of Washburn, Wisconsin

The City of Washburn, Wisconsin Post-Issuance Debt Compliance Procedures

The City Council (the "Council") of The City of Washburn, Wisconsin (the "City") has adopted the attached Post-Issuance Debt Compliance Policy dated [REDACTED]. The Post-Issuance Debt Compliance Policy applies to qualifying debt obligations issued by the City. As directed by the adoption of the Post-Issuance Debt Compliance Policy, the City Administrator of the City will perform the following Post-Issuance Debt Compliance Procedures for all of the City's outstanding debt.

1) General Post-Issuance Compliance

- a) Ensure written procedures and/or guidelines have been put in place for individuals to follow when more than one person is responsible for ensuring compliance with Post-Issuance Debt Compliance Procedures.
- b) Ensure training and/or educational resources for post-issuance compliance have been approved and obtained.
- c) The City Administrator understands that there are options for voluntarily correcting failures to comply with post-issuance compliance requirements (e.g. as remedial actions under Section 1.141-12 of the Treasury Regulations and the ability to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31 (the "VCAP Program")).

2) General Recordkeeping

- a) Retain records and documents for the obligation and all obligations issued to refund the obligation for a period of at least seven years following the final payment of the obligation. If an obligation is refunded, then the final payment of the refunding obligation becomes the beginning of the period unless otherwise directed by the City's bond counsel.
- b) Retain electronic (preferred) and/or paper versions of records and documents for the obligation.
- c) General records and documentation to be assembled and retained:
 - i) Description of the purpose of the obligation (i.e. the project or projects) and the state statute authorizing the project.
 - ii) Record of tax-exempt status or revocation of tax-exempt status, if applicable.
 - iii) Any correspondence between the City and the IRS.
 - iv) Audited financial statements.
 - v) All accounting audits of property financed by the obligation.
 - vi) Obligation transcripts, official statements, and other offering documents of the obligation.
 - vii) Minutes and resolutions authorizing the issuance of the obligation.
 - viii) Certifications of the issue price of the obligation.

- ix) Any formal elections for the obligation (i.e. an election to employ an accounting methodology other than the specific tracing method).
- x) Appraisals, demand surveys, or feasibility studies for property financed by the obligation.
- xi) All information reports filed for the obligations.
- xii) All management contracts and other service agreements, research contracts, and naming rights contracts.
- xiii) Documents related to governmental grants associated with construction, renovation or purchase of property financed by the obligation.
- xiv) Reports of any prior IRS examinations of the City or the City's obligation.
- xv) All correspondence related to the above (faxes, emails, or letters).

3) Arbitrage Yield Restriction and Rebate Recordkeeping

- a) Investment and arbitrage documentation to be assembled and retained:
 - i) An accounting of all deposits, expenditures, interest income and asset balances associated with each fund established in connection with the obligation. This includes an accounting of all monies deposited to the debt service fund to make debt service payments on the obligation, regardless of the source derived. Accounting for expenditures and assets is described in further detail in Section 4.
 - ii) Statements prepared by Trustee and/or Investment Provider.
 - iii) Documentation of at least quarterly allocations of investments and investment earnings to each obligation.
 - iv) Documentation for investments made with obligation proceeds such as:
 - (1) investment contracts (i.e. guaranteed investment contracts),
 - (2) credit enhancement transactions (i.e. obligation insurance contracts),
 - (3) financial derivatives (e.g. swaps, caps, and collars), and
 - (4) bidding of financial products:
 - (a) Investments acquired with obligation proceeds are purchased at fair market value (e.g. three bid safe harbor rule for open market securities needed in advance refunding escrows).
- b) Computations of the arbitrage yield.
- c) Computations of yield restriction and rebate amounts including but not limited to:
 - i) Compliance in meeting the "Temporary Period from Yield Restriction Exception" and limiting the investment of funds after the temporary period expires.
 - ii) Compliance in meeting the "Rebate Exception."
 - (1) qualifying for the "Small Issuer Exception,"
 - (2) qualifying for a "Spending Exception,"
 - (a) 6-Month Spending Exception
 - (b) 18-Month Spending Exception
 - (c) 24-Month Spending Exception
 - (3) qualifying for the "Bona Fide Debt Service Fund Exception," and

- (4) quantifying arbitrage on all funds established in connection with the obligation in lieu of satisfying arbitrage exceptions including reserve funds and debt service funds.
 - d) Computations of yield restriction and rebate payments.
 - e) Timely Tax Form 8038-T filing, if applicable.
 - i) Remit any arbitrage liability associated with the obligation to the IRS at each five-year anniversary date of the obligation, and the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 60 days of said date.
 - f) Timely Tax Form 8038-R filing, if applicable.
 - i) Remit the form after the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 2 years of said date.
 - g) Procedures or guidelines for monitoring instances where compliance with applicable yield restriction requirements depends on subsequent reinvestment of obligation proceeds in lower yielding investments (e.g. reinvestment in zero coupon SLGS).
- 4) Expenditure and Asset Documentation to be Assembled and Retained
- a) Documentation of allocations of obligation proceeds to expenditures (e.g. allocation of proceeds to expenditures for the construction, renovation or purchase of facilities owned and used in the performance of exempt purposes).
 - i) Such allocation will be done not later than the earlier of:
 - (1) eighteen (18) months after the later of the date the expenditure is paid, or the date the project, if any, that is financed by the obligation is placed in service; or
 - (2) the date sixty (60) days after the earlier of the fifth anniversary of the issue date of the obligation, or the date sixty (60) days after the retirement of the obligation.
 - b) Documentation of allocations of obligation proceeds to issuance costs.
 - c) Copies of requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to obligation proceed expenditures during the construction period.
 - d) Copies of all contracts entered into for the construction, renovation or purchase of facilities financed with obligation proceeds.
 - e) Records of expenditure reimbursements incurred prior to issuing obligations for projects financed with obligation proceeds (declaration of official intent/reimbursement resolutions including all modifications).
 - f) List of all facilities and equipment financed with obligation proceeds.
 - g) Depreciation schedules for depreciable property financed with obligation proceeds.

- h) Documentation that tracks the purchase and sale of assets financed with obligation proceeds.
- i) Documentation of timely payment of principal and interest payments on the obligation.
- j) Tracking of all issue proceeds and the transfer of proceeds into the debt service fund as appropriate.
- k) Documentation that excess earnings from a Reserve Fund are transferred to the Debt Service Fund on an annual basis. Excess earnings are balances in a Reserve Fund that exceed the Reserve Fund requirement.

5) Miscellaneous Documentation to be Assembled and Retained

- a) Ensure that the project, while the obligation is outstanding, will avoid IRS private activity concerns.
- b) The City Administrator shall monitor the use of all obligation-financed facilities in order to:
 - i) Determine whether private business uses of obligation-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of:
 - (1) sale of the facilities;
 - (2) sale of City capacity rights;
 - (3) leases and subleases of facilities including easements or use arrangements for areas outside the four walls (e.g. hosting of cell phone towers);
 - (4) leasehold improvement contracts, licenses, management contracts in which the City authorizes a third party to operate a facility (e.g. cafeteria);
 - (5) research contracts;
 - (6) preference arrangements in which the City permits a third-party preference (e.g. parking in a public parking lot, joint ventures, limited liability companies or partnership arrangements);
 - (7) output contracts or other contracts for use of utility facilities including contracts with large utility users;
 - (8) development agreements which provide for guaranteed payments or property values from a developer;
 - (9) grants or loans made to private entities including special assessment agreements;
 - (10) naming rights agreements; and
 - (11) any other arrangements that provide special legal entitlements to nongovernmental persons.
 - ii) Determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such obligation-financed facilities.

- c) The City Administrator shall provide training and educational resources to any City staff that have the primary responsibility for the operation, maintenance, or inspection of obligation-financed facilities with regard to the limitations on the private business use of obligation-financed facilities and as to the limitations on the private security or payments with respect to obligation-financed facilities.
 - d) The City shall undertake the following with respect to the obligations:
 - i) An annual review of the books and records maintained by the City with respect to such obligations.
 - ii) An annual physical inspection of the facilities financed with the proceeds of such obligations, conducted by the City Administrator with the assistance of any City staff who have the primary responsibility for the operation, maintenance, or inspection of such obligation-financed facilities.
 - e) Changes in the project that impact the terms or commitments of the obligation are properly documented and necessary certificates or opinions are on file.
- 6) Additional Undertakings and Activities that Support Sections 1 through 5 above:
- a) The City Administrator will notify the City's bond counsel, financial advisor and arbitrage provider of any survey or inquiry by the IRS immediately upon receipt. Usually responses to IRS inquiries are due within 21 days of receipt. Such IRS responses require the review of the above-mentioned data and must be in writing. As much time as possible is helpful in preparing the response.
 - b) The City Administrator will consult with the City's bond counsel, financial advisor and arbitrage provider before engaging in post-issuance credit enhancement transactions (e.g. obligation insurance, letter of credit, or hedging transaction).
 - c) The City Administrator will monitor all "qualified tax-exempt debt obligations" (often referred to as "bank qualified" obligations) within the first calendar year to determine if the limit is exceeded, and if exceeded, will address accordingly. For obligations issued during years 2009 and 2010 the limit was \$30,000,000. During this period, the limit also applied to pooled financings of the governing body and provides a separate \$30,000,000 for each 501 (c)(3) conduit borrower. In 2011 and thereafter it is \$10,000,000 unless changed by Congress.
 - d) Identify any post-issuance change to terms of obligations which could be treated as a current refunding of "old" obligations by "new" obligations, often referred to as a "reissuance."
 - e) The City Administrator will consult with the City's bond counsel prior to any sale, transfer, change in use or change in users of obligation-financed property which may require "remedial action" under applicable Treasury Regulations or resolution pursuant to the VCAP Program.

- i) A remedial action has the effect of curing a deliberate action taken by the City which results in satisfaction of the private business test or private loan test. Remedial actions under Section 1.141-12(d)(e) and (f) include the redemption of non-qualified obligations and/or the alternative uses of proceeds or the facility (i.e. to be used for another qualified purpose).
- f) The City Administrator will ensure that the appropriate tax form for federal subsidy payments is prepared and filed in a timely fashion for applicable obligations (e.g. Build America Bonds).

7) Continuing Disclosure Obligations

- a) Identify a position at the City to be responsible for compliance with continuing disclosure obligations as defined by the Rule and any policies of the City.
- b) The position responsible for compliance may have the ability to assign responsibilities, delegate where appropriate or engage a dissemination agent or third-party service providers to perform all or some of the duties described in this section. The City cannot delegate its compliance responsibilities.
- c) The City should specify how providers or delegated authorities will be monitored and supervised.
- d) The City should identify the documents that set forth the respective requirements being monitored at the time of closing for each obligation.
- e) The City should catalog all outstanding Continuing Disclosure Agreements and establish consolidated filing requirements based on the outstanding CDAs.
- f) The City should identify the frequency of the actions to be undertaken to ensure compliance, establish a system or filing alerts or reminders to administer the filing requirements.
- g) The City Administrator for compliance must be made aware of any new outstanding debt, changes to obligation or loan covenants, events of acceleration or default that would materially affect investors.
- h) The City should review a compliance checklist to verify compliance with CDA requirements, at least annually, although it may be advisable to provide more frequent reviews in connection to specific material events.
- i) The City should monitor mandatory material events specifically identified in accordance with the Rule and file required notices within 10 days of occurrence.
 - i) Principal and interest payment delinquencies.
 - ii) Non-payment related defaults, if material.
 - iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - v) Substitution of credit or liquidity providers or their failure to perform.

- vi) Adverse tax opinion, IRS notices or material events affecting the tax status of the obligation.
 - vii) Modifications to rights of security holders, if material.
 - viii) Obligation calls, if material.
 - ix) Defeasances.
 - x) Release, substitution or sale of property securing repayment of the obligations, if material.
 - xi) Rating Changes.
 - xii) Bankruptcy, insolvency, receivership, or similar event of the obligated person(s).
 - xiii) Merger, consolidation, or acquisition of the obligated person, if material.
 - xiv) Appointment of a successor or additional trustee, or change of name of a trustee, if material.
 - xv) Incurrence of financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.
 - xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City, any of which reflect financial difficulties.
- j) In addition to the mandatory material events, the City should review and file any additional or voluntary event notices.
 - k) The City should maintain a catalog of all outstanding obligations whether publicly offered or privately placed, and the terms and conditions that govern default or acceleration provisions.
 - l) Any missed filing requirement should be remedied with a failure to file notice as soon as possible once the late filing is identified and the required information is available to file.
 - m) Sensitive information such as bank accounts and wire information should be redacted from documents prior to posting on EMMA.
 - n) The City needs to monitor for changes in law and regulations that effect continuing disclosure obligations and review disclosure policies and procedures periodically to ensure compliance and consistency with regulation and market expectations.
- 8) Compliance with Future Requirements
- a) Take measures to comply with any future requirements issued beyond the date of these Post-Issuance Debt Compliance Procedures which are essential to ensuring compliance with the applicable state and federal regulations.

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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

**CITY OF WASHBURN
NOTICE OF PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT**

A public hearing will be held at the regularly scheduled monthly City Council Meeting, Monday, April 13, 2020, 5:30 P.M., City Hall, 119 Washington Ave., for public comment on the following issue(s):

Plan Commission recommendation to the Common Council of the City of Washburn, that the Chapter 3 Land Use Map be amended to change the designation from Moderate Density Residential to Highway Commercial/Residential for three parcels east of Bratley Drive, north of Superior Avenue, and west of STH 13.

Any interested individual may contact the Washburn City Hall, 119 Washington Avenue, on Mondays from 7:30AM – 4:30PM and Tuesdays through Fridays from 10:00AM – 4:30PM, or call 715-373-6160 x#4, to review or obtain further details and/or a copy of the proposed amendment to the comprehensive plan.

Scott J. Kluver
City Clerk

Daily Press – Box Ad 2/29/20
Posted – Website WCAT City Hall Public Library

CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator ^{SK}
Re: Comprehensive Plan Land Use Map Amendment
Date: April 1, 2020

Enclosed you will find an ordinance that would change the Land Use Map of the Comprehensive Plan. Specifically, the three parcels on Superior Avenue would go from Moderate Density Residential to Highway Commercial/Residential. This has been recommended by the Plan Commission as the best way to address businesses in the area of the former hospital.

The end goal of this request, if approved, is to proceed with a zoning map amendment that would change the zoning of those parcels from Mixed Residential to General Commercial. The details and the options are included in the memo addressed to the Plan Commission. The first step of the process is a Comprehensive Plan map change as the land use map and the zoning map would need to be consistent with one another for any zoning map change. If you have any questions about this request, please contact me.

CITY OF WASHBURN
Ordinance No. 20-003

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of April, 2020, amending Sec. 1-4-3, Washburn City Ordinances, and the City of Washburn Comprehensive Plan 2007-2027 adopted as an appendix thereto, to change a portion of land from Moderate Density Residential to Highway Commercial/Residential.

Section 1. New subsection 1-4-3(g) is created to read as follows:

Section 1-4-3. Amendments to Comprehensive Plan.

...

(g) Amendment 7. The Chapter 3 Land Use Map of the City of Washburn Comprehensive Plan 2007-2027 is amended to change a portion of land from Moderate Density Residential to Highway Commercial/Residential for three parcels east of Bratley Drive, north of Superior Avenue, and west of STH 13, as shown on the attached appendix.

Section 2. Effective Date of Ordinance. This amendatory ordinance shall take effect upon passage and publication.

Attest:

Richard Avol
Mayor

Scott J. Kluver
City Clerk

Adopted: April, 2020

Date of publication: _____

CERTIFICATION

The undersigned, as City Clerk of the City of Washburn, hereby certifies that the above ordinance was approved at a duly noticed public meeting of the Washburn Common Council on April, 2020; that the Common Council is composed of seven members plus the Mayor who votes only in case of tie; that ___ members were in attendance at the meeting, constituting a quorum, and that the vote to approve the ordinance was _____ for, _____ against, _____ abstaining, and that the ordinance was approved by a majority vote of the members-elect of the Common Council.

Dated: _____, 2020.

Scott J. Kluver
City Clerk

CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Plan Commission Members
From: Scott J. Kluver, ^{SSK} Administrator
Re: Resolution 20-001 To Amend the Comprehensive Plan Land Use Map
Date: February 10, 2020

Enclosed you will find a resolution to amend the Comprehensive Plan Land Use Map. This proposed amendment is requested as several businesses have sprung up in the former hospital/nursing home complex. At this time, the businesses include the Birch Haven North assisted living apartments, Live Oak Martial Arts and Healing Studio, Kreuser Clinic, Chequamegon Counseling, and the Go Figure Women's Health Fitness Center. There is also an existing vacant space formerly occupied by New Horizons North.

The issue at hand is some of the newer businesses do not comply with the land use district for the area as the property is currently zoned R-6 Mixed Residential. In reviewing this issue, I have no desire to cause issues for some of these businesses and instead have been looking for solutions that would work for everyone, especially given the nature of the parcels involved. The available options are as follows: 1) enforce the zoning code as it is which would force the closure of three of the existing businesses, 2) amend the existing residential district to allow for all of the above uses, 3) amend the zoning map to change the area to a different district where all of the above uses are allowable, or 4) create a new zoning district with whatever uses we would want. Of the four options, option three was the most desirable to me. Option one is not good for the businesses or community as a whole, option two would allow a variety of commercial uses anywhere in a residential area which I do not think would sit well, and option four seems like a lot of work that is unnecessary to me. All of the existing uses could be accommodated if the property were rezoned to C-2 General Commercial.

In order to consider a rezone, the first thing that needs to occur is an amendment to the comprehensive plan land use map. That map has these properties currently listed for moderate density residential use, and that would need to be changed to Highway Commercial/Residential use. To be clear, I am recommending this change for three parcels which contain the Norther Lights Nursing Home/Oaks Assisted Living, for former hospital property which contains the businesses listed above, and a currently vacant parcel of about nine acres between the nursing home and STH 13. Not having all of the properties involved puts the City at risk of spot zoning violations in my opinion.

Before I brought this plan forward, I discussed it with the parties involved. Everyone was agreeable, except there are some concerns on the potential limitations of the vacant nine-acre parcel that is owned by Bayfield County. Those concerns (with my responses) are:

1. Assisted living / Retirement Home in C is a conditional use, can new zoning stipulate it is an approved use? *Under the current code, these facilities are conditional in both the existing residential zone and the proposed General Commercial zone. In my opinion, given the restrictions on denying conditional use permits, I believe they are a lot of work and we should work towards reducing the number of conditional allowances that we have in our code. I do not have an objection to this request, but it would have to be presented as part of a separate code change.*
2. Can 10 acre parcel remain a residential zone, allowing for
 - a. Adult Family Home
 - b. Community Living Arrangement, less than 9
 - c. Community Living Arrangement, over 8*In my opinion, I do not believe that the parcel should be left in a residential zone to just allow for these uses as it could lead to a spot zone challenge. However, I believe that the Plan Commission and the Council should consider if any of these uses are appropriate for the commercial districts as well. If so, those changes should be made as part of a separate code change.*
3. Concern about no Play Structure allowed in Commercial, Northern Lights has discussed a future day care at the facility, on the CURRENT PARCEL. *This is a misinterpretation of the current code. Group Day Care Centers (nine or more children) are permitted in the Commercial zones and include outdoor play areas as required under state law. They are currently conditional in residential areas. I see no issue with the current code here.*
4. Concern about no pond allowed in Commercial district on the 10 acre parcel. The idea is potentially to have a small fishing pond for a future community living facility. Keeping 10 acre as residential would address this. It is correct that ponds are currently not allowed in the C-2 zone. *I certainly have no objection to the Council and Plan Commission looking at making an adjustment to allowing ponds in a C-2 zone. In my opinion, this is an obscure provision that rarely gets looked at. In 13 years, I can only recall a request for a pond one other time.*
5. Concern about no swimming pool allowed in Commercial district, potential for a therapy pool idea in the future. If the 10 acre parcel remained residential would not be as much of an issue. As long as a pool could be placed at one of the properties. *The only way this would be an issue is if the pool would be outside. Indoor pools as part of a larger facility are not an issue under the zoning code. If there would be a desire for an outdoor pool, I would have no objection to recommend making a modification to allow under the commercial zone.*
6. Concern about no model home allowed on Commercial zoning, potential for a sample independent home display, might be considered, not a huge issue but a topic of concern. *In my opinion, a model home should be allowed wherever a single-family subdivision can be approved. Single family homes are conditional in C-2, so model homes should be the same. No objection to this modification, I believe the Plan Commission and Council should consider it as a separate code change.*

Under the assumption that most of these concerns can be addressed, I would recommend proceeding with the amendment of the land use map of the Comprehensive Plan. Once the land use amendment is approved, we can proceed with the actual re-zoning and any additional zoning amendments that would be appropriate related to this request. Please let me know if you have any questions related to this request.

PLAN COMMISSION FOR THE CITY OF WASHBURN, WISCONSIN

Resolution No. 20-001

Request to Amend Washburn's Comprehensive Plan

WHEREAS, the Common Council for the City of Washburn adopted a comprehensive plan on April 9, 2007, pursuant to the requirements set forth in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes; and

WHEREAS, the Common Council has the authority to amend the adopted comprehensive plan and has done so on various occasions; and

WHEREAS, the City of Washburn Plan Commission agrees with the requested changes to the land use map by the petitioner Dale Kelm; and

WHEREAS, the City of Washburn Plan Commission considered this resolution at their meeting on February 20, 2020; and

NOW THEREFORE, by a majority vote of the entire commission recorded in its official minutes, the Plan Commission recommends to the Common Council the following:

Section 1: Amend the Chapter 3 Land Use Plan as shown in Exhibit A.

BE IT FURTHER RESOLVED, the City Clerk is directed to send a copy of this resolution to each of the following:

- a. the clerk for Bayfield County;
- b. the clerk of every local government unit that is adjacent to the City;
- c. Wisconsin Land Council;
- d. State of Wisconsin Department of Administration;
- e. Northwest Regional Planning Commission; and
- f. those public libraries that serve the City.

Passed and adopted this 20th day of February, 2020

Richard Avol, Plan Commission Chair

STATE OF WISCONSIN)
)
COUNTY OF BAYFIELD)

I hereby certify that the foregoing resolution is a true, correct and complete copy of Plan Commission Resolution #20-001 duly and regularly adopted by the Plan Commission for the City of Washburn on the 20th day of February, 2020.

Scott J. Kluver, City Clerk



Zoning Code Amendment
City of Washburn

Version: May 25, 2017

WASHBURN CITY HALL
119 Washington Avenue
Washburn, WI 54891

Overview: The Common Council adopted the City's zoning code, which consists of text and a zoning map. Both of these can be amended using this application form.

Governing regulations: The procedures and standards governing the review of this application are found in Article 7 of the City's zoning code.

General instructions: Complete this application and submit one copy to the City Clerk at the mailing address shown above. Before you formally submit your application, you may meet with the City Administrator who can answer any questions you may have.

Office Use Only
Date Received: 012020
Received By: [Signature]
Fee Paid: 012020

1. Applicant and agent information Include the names of the agent, if any, that helped prepare this application including the supplemental information. Examples include surveyors, engineers, landscape architects, architects, planners, and attorneys.

Table with 2 columns: Applicant and Agent. Applicant: Name Birch Haven North LLC, Street address 320 Superior Ave, City, state, zip code Washburn, WI 54891, Daytime telephone 715-682-2414, E-mail address daiekelm@hotmail.com. Agent: Dale Kelm CEO.

2. Type of proposed amendment (check one or both)

- X Map amendment Complete Part A and C
Text amendment Complete Part B and C

Part A. Questions Related to Map Amendment

3. Subject property Information

Physical address 320 Superior Ave Washburn, WI 54891
Tax key number(s) Tax ID 32579

Note: The tax key number can be found on the tax bill for the property or it may be obtained from the City Clerk.

Is the subject property currently in violation of the City's Zoning Code as determined by the zoning administrator?

- No
XX Yes

If yes, please explain.

Current business' located in building do not conform to current zoning.

Comment: Pursuant to Section 6-10 of the City's zoning code, the City may not issue a permit or other approval that would benefit a parcel of land that is in violation of the zoning code, except to correct the violation or as may be required by state law.

Are there any unpaid taxes, assessments, or other required payment that are specifically related to the subject property?

- XX No
Yes

If yes, please explain

Comment: Pursuant to Section 6-11 of the City's zoning code, the City may not issue a permit or other approval that would benefit a parcel of land where taxes, assessments, or other required payments are delinquent and due.

4. Zoning information

The subject property is located in the following zoning district(s). (check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> R-1 Rural residential | <input type="checkbox"/> C-1 Cottage commercial | <input type="checkbox"/> MUW Mixed-use waterfront |
| <input type="checkbox"/> R-2 Suburban residential | <input checked="" type="checkbox"/> C-2 General commercial | <input type="checkbox"/> L-1 Lakefront |
| <input type="checkbox"/> R-6 Mixed residential | <input type="checkbox"/> C-3 Downtown commercial | <input type="checkbox"/> M Marina |
| <input type="checkbox"/> R-7 Waterfront residential | | <input type="checkbox"/> I Industrial |

Proposed zoning classification(s) C-2

Comment: If the proposed amendment includes more than one parcel of land or if the parcel is to have more than one zoning classification, attach a map (8½ x 11) that shows the location of the proposed zoning classifications.

5. Proposed map amendment. Select the general reason(s) why you believe the zoning classification should be changed and provide additional details.

- The zoning designation should be brought into conformity with the City's comprehensive plan.

- A mapping error was made on the official zoning map.

- Other
XX

It would be in the best interests of both the City and the current businesses to make this change which will allow them to remain in operation and allow the expansion of future businesses on the same premises.

6. Consistency with zoning requirements

Are there any buildings on the subject property?

- No
- Yes

If yes, please describe each and state whether it is consistent with the proposed zoning classification.

1. Two story former hospital building. Located in this building are an RCAC (Senior apartments), a Medical Clinic, a Martial arts studio, a Women's fitness center, a Mental Health Counselor. These would all fit within the proposed zoning classification.
2.
3.
4.

Are there any existing land uses on the subject property?

- No – Land is vacant / undeveloped
- Yes

If yes, please describe each, including conditional uses, and state whether it is consistent with the proposed zoning classification.

1.
2.
3.
4.
5.
6.

Does the size of the subject property comply with the minimum lot size of the proposed zoning district?

- No
- Yes

If no, describe why you believe the map amendment should be made in spite of this.

--

Has the City approved a variance or special exception for the subject property?

- No
- Yes

If yes, provide the year of issuance and a short description of each one.

1.
2.
3.
4.

Part B. Questions Related to Text Amendment

7. **Proposed text amendment.** For each proposed text amendment, identify the section number (e.g., 7-444) to be revised and describe the proposed change and the reason(s) why you believe the change should be made.

Section number	Proposed change	Justification
1.		
2.		
3.		
4.		

Part C.

8. **Attachments.** List any attachments included with your application.

9. **Other information.** You may provide any other information you feel is relevant to the review of your application.

We are looking at the future possibility of adding Senior Housing on the vacant land still available with this property. Changing the zoning to C-2 would allow that to happen if that endeavor is pursued.

10. Applicant certification

- I certify that all of the information in this application, along with any attachments, are true and correct to the best of my knowledge and belief.
- I understand that submission of this application authorizes city officials, Plan Commission members, Common Council members, employees, and other designated agents to enter the subject property to conduct whatever site investigations are necessary to review this application. This does not authorize any such individual to enter any building on the subject property, unless such inspection is specifically related to the review of this application and the property owner gives his or her permission to do so.
- I understand that this application and any written materials relating to this application will become a permanent public record and that by submitting this application I acknowledge that I have no right to confidentiality. Any person has the right to obtain copies of such written materials or view it online.
- I understand that the zoning administrator will review this application to determine if it contains all of the required information. If he or she determines that the application is incomplete, it will not be scheduled for review until it is deemed to be complete.
- I certify that I am the person identified below OR I am submitting this application on behalf the entity identified below.

XX property owner

Plan Commission

Common Council

Applicant:



Date:

15 JUN 20

PLAN COMMISSION FOR THE CITY OF WASHBURN, WISCONSIN

Resolution No. 20-001

Request to Amend Washburn's Comprehensive Plan

WHEREAS, the Common Council for the City of Washburn adopted a comprehensive plan on April 9, 2007, pursuant to the requirements set forth in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes; and

WHEREAS, the Common Council has the authority to amend the adopted comprehensive plan and has done so on various occasions; and

WHEREAS, the City of Washburn Plan Commission agrees with the requested changes to the land use map by the petitioner Dale Kelm; and

WHEREAS, the City of Washburn Plan Commission considered this resolution at their meeting on February 20, 2020; and

NOW THEREFORE, by a majority vote of the entire commission recorded in its official minutes, the Plan Commission recommends to the Common Council the following:

Section 1: Amend the Chapter 3 Land Use Plan as shown in Exhibit A.

BE IT FURTHER RESOLVED, the City Clerk is directed to send a copy of this resolution to each of the following:

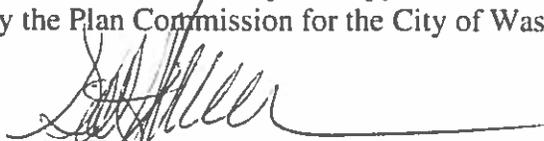
- a. the clerk for Bayfield County;
- b. the clerk of every local government unit that is adjacent to the City;
- c. Wisconsin Land Council;
- d. State of Wisconsin Department of Administration;
- e. Northwest Regional Planning Commission; and
- f. those public libraries that serve the City.

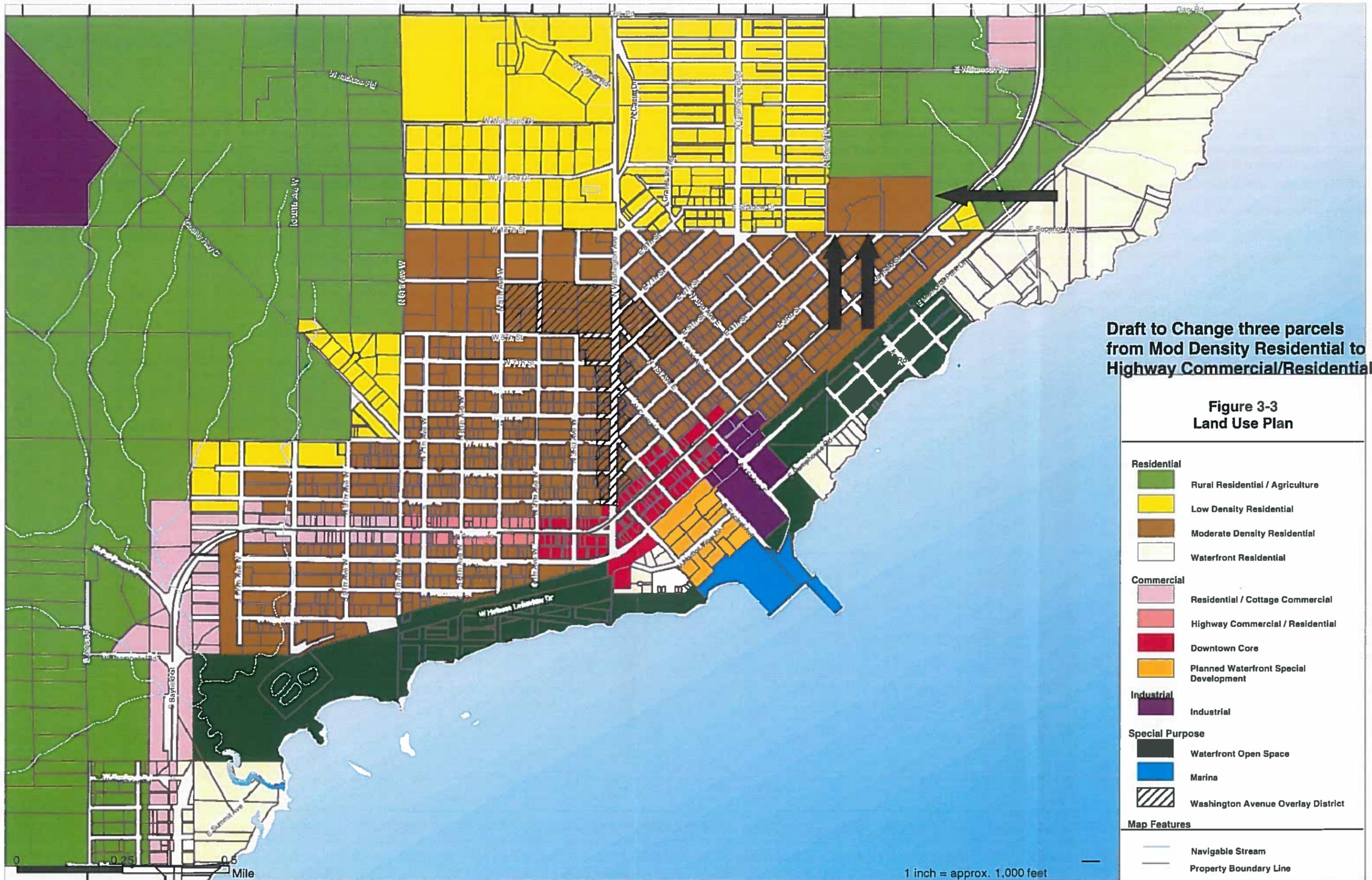
Passed and adopted this 20th day of February, 2020


 Richard Avol, Plan Commission Chair

STATE OF WISCONSIN)
)
 COUNTY OF BAYFIELD)

I hereby certify that the foregoing resolution is a true, correct and complete copy of Plan Commission Resolution #20-001 duly and regularly adopted by the Plan Commission for the City of Washburn on the 20th day of February, 2020.


 Scott J. Kluver, City Clerk



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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: Bids for S. Central Avenue Pavement Rehabilitation
Date: April 2, 2020

On April 2, 2020, bids were received for the Central Avenue Pavement Rehabilitation Project. The bid results are enclosed. As you will see, there were two bidders with the low bid being \$64,801.32 by Northwoods Paving of Ashland.

Because the bid was within the budget of \$69,000, and because we anticipate a small LRIP grant of \$13,000 for this project, we have enough for a contingency of 10 percent to bring the total project budget to \$71,281.

I recommend that the bid from Northwoods Paving be accepted, and the draft contract enclosed be approved in the amount of \$64,801.32, and that the Public Works Director be designated as the responsible representative of the City for this project with an authorized budget of \$71,281. Please let me know if you have any questions on this matter.

BID TABULATION

Project: 2020 Central Avenue Pavement Rehabilitation

Date of Bid Opening: April 2, 2020 Time of Bid Opening: 2:00 PM

Contractor	Bond	Bid Form	Addendum	Pavement Pulverizing	HMA In Place	Total Base Bid
Northwoods Paving	Yes	Yes	Yes	\$1.91 SY \$7,548.32	\$81.79/Ton \$57,253.00	\$64,801.32
Angelo Luppino, Inc	Yes	Yes	Yes	\$2.77 SY \$10,947.04	\$82.50/Ton \$57,750.00	\$68,697.04

Attendees at Bid Opening: City Admin Scott Kluver; DPW Director Bob Anderson; Via Phone: Scott Campbell, Northwoods Paving

**AGREEMENT
CITY OF WASHBURN
AND
NORTHWOODS PAVING CO.**

Project: Central Avenue Pavement Rehabilitation Project

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, Wisconsin, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891 (“Owner” or “City”), and Northwoods Paving Co., 610 Industrial Park Road, P.O. Box 768, Ashland, WI 54806 (“Contractor”).

1. Work. The Contractor shall complete the Work called for in the Contract Documents. This Work is generally described as the Central Avenue Pavement Rehabilitation Project.

2. Time for completion; liquidated damages. The time for completion and liquidated damages for failure to complete on time are as set forth in the Contract Documents. The parties recognize that the City will suffer financial loss of the work is not completed on time, but that the quantification of such loss may be difficult to ascertain. Therefore as compensation for such loss, and not as a penalty for the delay, the parties agree to the liquidated damages set out.

3. Compensation.

(a) City shall pay Contractor in accordance with the Contract Documents. Payment shall not exceed \$64,801.32. If the bid is based on per-unit costs, payment shall be based upon actual units or quantities delivered and installed. Estimated quantities are not guaranteed.

(b) Progress payments. Progress payments shall be made as follows. If this section is not filled out, then only one, final payment will be made. The City will withhold a retainage of 10% from any progress payment.

(c) Final payment. Upon request for Final Payment, and determination by the City that the Work has been completed, Owner will pay all amounts owing, including retainages from progress payments, less any allowable deductions, including but not limited to liquidated damages.

4. Contractor’s representations. As inducement to the City to enter into this Contract, the Contractor represents that it has fully inspected the site, the Contract Documents, and the requirements of the job, and is satisfied that it is familiar with all aspects of the Work as required.

5. Insurance. At all times during the performance of this Contract, the Contractor shall have in place insurance as outlined in the Instructions to Bidders. All such insurance shall be evidenced

by a current certificate of insurance naming the City as an additional insured, and providing that no changes or cancellation for the insurance shall be made without first informing the City.

6. Bonding. The Contractor shall provide to the City Performance and Payments Bonds, each in an amount equal to the project cost, executed by a surety acceptable to the City.

7. Assignment. This Contract may not be assigned without the written consent of the other party.

8. Contract documents. This Contract incorporates within it such of the following documents that exist, which collectively are referred to as the Contract Documents:

- (a) This Agreement.
- (b) Instructions to Bidders, and any addenda.
- (c) The Contractor's Proposal or Bid.
- (d) The Contractor's Performance and Payment Bonds.
- (e) The Contractor's Certificates of Insurance.
- (f) General Conditions.
- (g) Special Provisions.
- (h) Insurance schedule included in the Special Provisions.
- (i) Notice to Proceed.
- (j) Any approved Change Orders.

9. Dispute resolution. All disputes under this contract that cannot be resolved through voluntary means shall be resolved in Circuit Court for Bayfield County, Wisconsin, applying the law of the State of Wisconsin.

10. Priority of documents. If there is any conflict between the specific terms of this Agreement and any of the other Contract Documents, the specific terms of this Agreement shall prevail.

CITY OF WASHBURN

By:

Richard Avol, Mayor

Scott J. Kluver, Clerk

Date

Date

CONTRACTOR

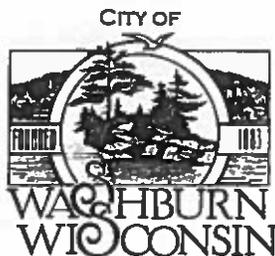
Northwoods Paving Co.

By: Eric Bbye, Division Manager

Date

7

CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: ^{SK} Scott J. Kluver, Administrator
Re: Recommendation to Approve Agreement with Sand Creek for Employee Assistance Program
Date: March 31, 2020

Enclosed you will find a proposal from Sand Creek for Employee Assistance Program services. This type of program, which has been talked about off and on for some time, would provide employees with a variety of services, including counseling sessions, to help them with traumatic experiences and life issues. On occasion, our staff experience situations that most people thankfully do not see, and that others take for granted that someone else is dealing with it. These can be difficult experiences for employee which reduce performance, availability, and cause other issues for them. These experiences can also cause the City difficulty in keeping and recruiting new employees, especially for our Fire and EMS staff. There is nothing in place to provide services to our employees at this time.

Bayfield County utilized Sand Creek, and has been satisfied with their services. Because Bayfield County has a contract, other municipalities can contract for service at a discounted rate. In the enclosed information, you will find the services that are included at a base rate of \$20 per employee per year. This fee, allocated across all department this year, will not cause a significant strain on the budget and I believe will be beneficial to the City overall. The proposal is that all of our full-time, permanent part-time, and paid-on-call staff would be covered by this service. It would not include seasonal part-time or any temporary employees. The Personnel/Finance Committee is recommending that the Council approve the proposal with Sand Creek.

March 30, 2020

DRAFT

CITY OF WASHBURN FINANCE & PERSONNEL COMMITTEE MEETING

2:30PM

Washburn City Hall & Remote Call-In

Present, in-person:
Present, call-in:

Karen Spears-Novachek, Mary McGrath
Aaron Austin

Municipal Personnel, in-person:

Mayor Richard Avol, Administrator Scott Kluver,
Assistant City Administrator Tony Janisch

Excused Absence:

None

Call to Order - Meeting called to order at 2:30 p.m. by Novachek. All three (3) members of the Finance & Personnel Committee were in attendance. Council Members Tom Neimes (call-in) & Carl Broberg (in-person) were also present.

Approval of October 2, 2019 – Motion by Austin to approve the minutes of October 2, 2019, second by McGrath. Motion carried unanimously.

Discussion & Recommendation on the Sand Creek proposal for an Employee Assistance Program– Kluver stated that this type of assistance program had come at the request from Dan Clark, EMS Director. This is a program that Bayfield County utilizes, and Dan has experience with the service as he's had employees with county use it and has worked well. McGrath stated she was impressed with the cost. Novachek stated that this proposal that would be helpful to employees, and primarily to first responders. Avol stated he is supportive of the program, but questioned the higher Additional Services Rates, specifically when do these factor in and who pays. Kluver stated that if an employee would be of need for these additional services, we would review the specific case and that there are other avenues that can be used for this type of support. Moved by McGrath to recommend Council approve the Sand Creek proposal for an Employee Assistance Program, seconded by Austin. Motion carried unanimously.

Discussion & Recommendation to Establish an Employee Leave Donation Program – Kluver stated that this is an attempt to formalize a practice that has occurred within the City, but with recent events there is potential for the need again. Novachek asked about the exceptions the IRS allows for donated leave where the employee would not be taxed on the donation. Janisch responded that the two non-taxable exceptions allowed by the IRS are that the receiving employee meet the eligibility for Emergency Leave, as stated in our personnel policies, or that a major disaster has been declared. Janisch added that examples of a major disaster are hurricanes, tornados, large flooding events; and that the current state of emergency of the COVID-19 pandemic does qualify as this type of disaster event. Move by McGrath to recommend to Council the establishment of an Employee Leave Donation Program, seconded by Austin. Motion carried unanimously.

Discussion & Recommendation to Create a COVID-19 Emergency Business Loan Program - Mayor Avol stated that with the current crisis and the uncertainty of how and when state and federal support would be available, he was concerned if the local businesses would be able to survive. Avol thought that the funds available in the old Revolving Loan Fund could be used to support local struggling businesses during this emergency. McGrath stated support of the idea and regarding the eligibility for the program liked the focus on main street/brick & mortar business instead of home-bases businesses. Austin agreed

that is was a good idea but did ask if using these funds would be worrisome to the City's finances. Avol answered that the Revolving Loan Fund currently has \$180,000, and the plan would be to use \$75,000 of it. He continued that the question would be how to determine who and what businesses would be eligible to the program. Do they focus on anchor business in the downtown; are businesses with multiple employees weighted differently than single employee operations? Novechek stated that she counted 45 business along Bayfield St. alone, noting that some of these were still in operation. She also questioned the proposed loan amount of \$2,000 and thought \$5,000 might be more appropriate. Avol answered that if the amount was \$5,000 it would only support 15 businesses. He also noted that if the program is open to all the businesses in the city, it is far more than 45; and that even though a business is open, it likely has a reduced number of customers. Avol continued that he wants to process to be a-political and that administrative staff, not elected officials, be the determining body. Novachek agreed with this and that it would be a quicker process too. Neimes commented that he would like to see the focus on main street businesses. Austin questioned the application process and if there is a plan for repayment. Its was stated to be a 5 years payback or applied to a tax bill. Kluver added that the committee should consider if they are comfortable with the application review process, with the maximum amount proposed, with the individual loan amount. Does the committee want to say businesses with 10 or more employees are eligible for \$5,000; with less than 10 only \$2,000? Does the committee want to impose a geographical location for applicants? Discussion continued over individual points within the program proposal. Austin asked that if the crisis continues longer, can the business apply and receive funding twice. Novachek responded that when dealing with unknowns, you just don't know; but that this is a good start and will meet the immediate need. Broberg commented that the concept was good, but you can't look too far into the future, and that it should be open to all businesses. McGrath suggested that we look at businesses that pay local taxes to support. Kluver stated that the intention is for business in a permanent structure. Move by McGrath to recommend to Council to create a COVID-19 Emergency Business Loan Program, seconded by Austin. Motion carried unanimously.

Discussion & Recommendation to Create and Classify Severance Liability as a Designated Fund - No discussion occurred. Moved by McGrath to recommend to Council to create and classify Severance Liability as a Designated Fund, seconded by Austin. Motion carried unanimously.

Discussion & Recommendation to Implement a Bi-Annual Budget for 2022-2023 – Kluver stated that the Legislature recently passed a law to allow municipalities to adopt a two-year budget. He continued that considering the amount of time invested the passing a budget each year and with the desire for department heads to better plan for capital projects, this would be a good exercise and allow for additional project/planning work during off budgetary years. Austin questioned if a bi-annual budget would cause the need for more revisions when unexpected events, like water main breaks, occur. Kluver answered that you can't plan for unexpected events and when they do occur, you have to adjust. Avol stated a concern that with elections, half the council can change over each year. If a two-year budget is passed and the new council or mayor doesn't like what was done, it could call for a complete change anyway. Novachek suggested that the committee think this over and bring back on a later date. Kluver added that if this is a route we take, a decision should be made in the Fall to allow time to draft new ordinances.

Adjourn – A motion was made by McGrath and seconded by Austin to adjourn the meeting of the Finance & Personnel Committee. Motion carried unanimously. Meeting adjourned at 3:24 p.m.

Tony Janisch
Assistant City Administrator

2020

SERVICES OVERVIEW



PROPOSAL PREPARED FOR:

CITY OF WASHBURN, WISCONSIN

[TOTAL WELL-BEING PROGRAM SERVICES]

Tod Deming, Executive Director | Sand Creek EAP | 651.430.3383 | tod@sandcreekeap.com

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I. INTRODUCTION

Sand Creek EAP understands that when an employee is overwhelmed by personal, lifestyle, or workplace situations, they cannot perform their duties effectively. We are confident that the Sand Creek EAP program can provide the most comprehensive and cost-effective strategies for a number of issues to help employees manage their lives, so they can remain productive, safe, healthy, and effective in the workplace.

Today Sand Creek EAP is *re-defining* the EAP. There are two main hurdles that face EAP providers:

1. **Stigma of utilizing the service**
2. **Barriers to accessing the service**

Our **Total Well-Being** model offers everyday services for everyday people like life coaching, medical advocacy, personal concierge for convenience services, work/life resources, and legal/financial resources in addition to the traditional mental health counseling that EAPs were founded on. These service enhancements help to reduce the stigma often associated with utilizing an EAP. In addition, we offer clients *on-demand* access to these services via telephone, mobile app, web portal, video counseling, and chat functionality. Through our commitment to innovative technological connectivity, we are meeting individuals wherever they are, whenever they need us – help anytime, anywhere.

Our high-touch, high-tech model actively engages our client organizations and their employees in order to create meaningful connections that aid in supporting work/life balance, driving productivity, and overall strengthening organizational cultures for long-term success.

We are committed to bringing *well-being, done well* to our valued client partners through:

- **Expert Access:** Sand Creek EAP provides 24/7 service driven and supported by a team of in-house experts that are passionate and committed to providing the highest quality of care and solutions to workforce health and wellness challenges. Our team assimilates with each client to act as an extension of their Human Resources division. Through this seamless support we provide proactive programming that better organizational and individual needs – whenever those needs arise.
- **Program Customization:** Through our high-touch model, we build every program to meet the specific needs of each unique client. Not only does this mean that program components vary based on individual client needs, but it also means that during consistent program reviews our team works collaboratively with each client to adjust programming to ensure ongoing success.
- **State-of-the-Art Technology:** Employees and family members can access the Sand Creek EAP 24/7/365 through telephone, web portal, and mobile application options. Furthermore, our state-of-the-art technology affords our clients best-in-class reporting and statistics to aid in program review and evolution as needed.
- **Innovative Member Promotion:** Our team understands that it takes regular contact and encouragement to make sure employee benefits are used, and we know that resonating with individuals in today's busy world has only become more challenging. It is through our commitment to ensuring engagement that we proudly offer a fresh, innovative member

campaign aimed at catching the attention of busy employees and educating them and their family members on the availability of services.

- **Best-in-Class Programming:** A hallmark of the Sand Creek EAP program has been our commitment to best-in-class programming including extraordinary customer service and exciting service offerings. We are proud to offer our clients consistent & professional ongoing communications including monthly newsletters,
- **Cost-Effective Pricing Models:** We understand that rising healthcare costs continue to concern employees and employers, which is why we remain flexible & transparent in our pricing strategies. We have the ability to price our services as a per-employee-per-month (PEPM) structure or as fee-for-service structure.

We are confident that our strategies offer an innovative, effectively administered, high-quality benefit to drive improved well-being. Our commitment to service excellence, robust service offerings, and ongoing evolutions fully support our client populations now and as they continue to evolve in the future.

II. ABOUT SAND CREEK EAP

We remain committed to providing high-touch customer service through a regional center of excellence model. In 2019, Sand Creek EAP was acquired by AllOne Health, a leading provider of workforce physical and mental health solutions to expand our geographic capability.

AllOne Health has nearly 50 years of experience in providing employers with Occupational Health and Employee Assistance Program services. Our organization was founded by a group of physicians and we remain heavily clinical today with 50% of our Leadership team holding clinical designations and a greater percentage of our entire population being clinicians by trade. Employing an overall team approach, our colleagues have direct access to one another in order to always offer our clients a best-in-class service response. This includes direct access to physicians, mental health counselors, nurses, social workers, and more.

AllOne Health's mission is to provide an integrated solution that drives health, productivity, & well-being for all. We understand that our availability to be *present* at our client sites can greatly impact our ability to successfully service client needs and meet this mission. By acquiring regional EAPs that share in our commitment to high-touch customer service and high-tech capability, we can now offer operational program efficiencies, wider access to leading industry experts, all while providing the high-touch service across a greater geographic spread.

As a global firm, we provide **24/7 concierge-style service** that sets the standard, along with in-person and online resources that encourage employees to maintain healthy and positive lifestyles. We combine in-house expertise, state-of-the-art technology, and program flexibility to drive best-in-class programming for our client organizations.

Our programming provides clients with a Total Well-Being model that includes life coaching, medical advocacy, work/life resources & referrals, and personal concierge for convenience services. Our model

addresses everyday problems for everyday people, anytime, anywhere; all while maintaining the highest-touch customer service and the most competitive industry rates.

Through AllOne Health’s acquisition, Sand Creek EAP is now also supported by improved technologies and enhanced service offerings.

III. OUR SOLUTION

ASSISTANCE SERVICES

Service Components

Service Levels

MENTAL HEALTH SOLUTIONS

Sand Creek EAP proudly offers a high-touch Employee Assistance Program designed to support individual & organizational mental and behavioral health concerns. Our mental health solutions cover a broad range of issues for individuals, which they may experience at work or within their personal lives. Our multi-disciplinary staff includes doctors, licensed independent clinical social workers, and mental health specialists experienced with issues such as: stress, substance abuse, depression and anxiety, workplace tension, grief, managing emotional and job stress, mental health in-patient needs, and mental health out-patient needs.

Offerings include:

- Access: Toll-free line answered 24 hours a day / 7 days a week, AT&T translation for 140+ languages
- Access: Immediate access to Masters’-level clinicians for crisis callers
- Access: Telephonic, mobile app, web portal, text messaging, and video counseling
- Access: Nationwide affiliate network for face-to-face sessions
- Continuity-of-care model: for improved long-term support
- Educational materials include newsletters, one-pagers, webinars, and more

Mental Health Solutions

Counseling

Support services:

- Complete assessment process to determine nature & urgency of needs
- Immediate access to counselors if/when needed
- Scheduling of an appointment including face-to-face options

Communicated to caller:

- Service is confidential
- No information is shared with employer
- Service is paid for by employer
- No co-pay or deductible
- Information regarding # of sessions
- Full program benefits explained

No limit for telephonic mental health solutions through EAP

Face-to-Face sessions determined on a per-program basis.

Crisis Calls

Support services:

- Immediate access to experienced
- ‘Contract for safety’ method

- | | |
|---|---|
| <p>EAP counselor</p> <ul style="list-style-type: none"> • Referrals through continuity-of-care model • Referrals to local hospital emergency room or screening services | <p>where individual will take no action until emergency plans are made and counselor can reconnect within 1 hour</p> <ul style="list-style-type: none"> • Contact with local authorities if situation is deemed unsafe to self or others |
|---|---|

WORK-LIFE SERVICE COMPONENTS

Service Components

Service Levels (if elected)

RESOURCES & REFERRALS

For telephonic work/life requests, our team highlights the importance of the referral process based upon specific client needs. Our process begins with a thorough consultation and assessment by a work-life specialist. Our assessment often helps individuals identify questions not yet considered. By taking the time to truly understand the specifics of each case, our consultants are well-equipped to provide guidance for the most cost-effective and suited options. Referrals are made to our extensive national network that is continually expanded to reflect the needs of clients companies and their employees. Resources are matched based upon the participant's needs, financial situation, and geography.

- Access: Toll-free line answered 24 hours a day / 7 days a week (after-hour callers are connected with an individual who performs an intake, which is routed at the start of each business day to the AOH team to follow-up on)
- Access: Work/Life web portal, mobile application (free to download from Apple iTunes or Google Play store), consultation, and/or referrals and resources
- Educational materials include tip sheets, checklists to help evaluate resources, consumer information, etc.
- Health care advocates acting as liaisons between individuals, doctors, hospitals, insurance companies, pharmacists, specialist, home health agencies, and myriad other ancillary health care services
- Assistance with access/integration to all employee benefits including health plans, EAP, and wellness initiatives provided by employer

Topics Covered Include (but are not limited to):

Parenting

Childcare Resources & Referrals:

- Back-Up Care
- Before/After School
- Childcare Centers
- Family Day Care
- Nannies & In-Home Care
- Summer Camps

Information & Support:

- Adolescence
- Adoption
- Child Development
- College Planning
- New Parents & Pregnancy
- Special Needs

No limit for research and referrals.

Elder Care

Resources & Referrals:

- Assisted Living Facilities
- Caregiver Support
- Community Services
- Hospice
- Home Health Care
- Medicare/Medicaid
- Nursing Homes
- Respite Care
- Social Security
- Transportation

No limit for research and referrals.

Legal

Consultation & Referrals:

- Bankruptcy
- Divorce / Custody
- Estate Planning/Wills/Trusts
- Real Estate
- Landlord/Tenant
- Immigration
- Personal Injury/Malpractice
- Debtor/Creditor
- Adoption
- Probate

Free telephonic consultation with qualified attorney or referral to conveniently located lawyer with appropriate expertise for a free 30-minute consultation and discounted additional assistance if required

Financial

Consultation & Referrals:

- Bankruptcy
- Home Buying
- College Fund Planning
- Credit Card Debt Tactics
- Identify Theft Prevention
- Foreclosure Prevention
- Major Life Event Planning
- Retirement Planning
- Budgeting (to cope with reduction in household earnings; to reduce debt; to save; household budgeting)

Referrals available with:

- Certified Financial Planner
- Certified Public Accountant
- Credit Counselor

Website access to Mint.com and CreditKarma.com

Daily Living

Resources & Referrals:

- Chore Services/House Cleaners
- Emergency Services
- Event Planning
- Volunteer Opportunities
- Pet Obedience Training
- Fitness & Wellness Centers/Programs
- Transportation & Travel Services
- Consumer Comparisons
- Entertainment Services
- Veterinarians
- Moving/Relocation Services
- Pet Sitters/Kennels
- Home Repair Services

No limit for resource and referral.

Work

Resources & Referrals:

- Career Counseling
- Job Performance Concerns
- Job Search Strategies
- Resume Review
- Work Stress

No limit to research & refer to Career Counselors

Website Access – English/Spanish/French Capability

Some customizations available including adding

On-Demand Resource Topics:

- Parenting
- Aging
- Health
- Living

- Education/College
- Financial
- Career
- Military

information about your company, benefits, locations, contacts, holidays and social media links in the "Company Profile" section

Web Portal Resources Include:

- 4,000+ Articles, Videos, Podcast
- Health & Financial calculators
- Interactive Checklists
- 10+ Health & Lifestyle Assessments
- 200+ content topics
- Integrated eLearning Courses
- Member Profile Section Includes: Favorites, Bookmarks and Activity Results
- On-demand online webinars and archived past webinars
- Searchable Nationwide Resources for child care, aging and education.

- Savings Center: Discount shopping program
- 100+ ready-to-use legal forms and contracts
- HR Resource Section Includes:
 - Downloadable Training Modules and Podcast
 - Manage company documents
 - Manage HR staff and employees
- Post company-wide alerts

Site is kept current & up-to-date regularly

Mobile Application

On-the-Go Access to:

- One-touch connectivity to telephonic support
- Virtual Assistant – chat and video support

- All content, activities, assessments and any additional features are available on mobile.

Free to download from the mylifeexpert.com website.

PERSONAL ASSISTANT

This add-on service takes the work-life resource & referral program to the next level by providing 24/7 access to assistance in researching information, making purchases or reservations, and/or arranging services. While services can be found and purchased using an individual's credit card, ultimately the individual is responsible for respective service costs.

ASSISTANCE AVAILABLE (BUT NOT LIMITED TO):

- Entertainment & dining (dinner, movies, concerns, transportation, etc.)
- Travel & tourism (Booking vacations)
- Household errands (grocery shopping, car washes, dry cleaning, meal
- Service professionals (electricians, plumbers, carpenters, etc.)
- Special needs support
- Child & elder care support
- Other professional services

Additional Fees May Apply

preparation, etc.)

MEDICAL ADVOCACY

Due to increasing challenges in navigating healthcare system, medical advocacy is on the rise. The health care advocate may be a social worker, nurse, or case manager who has experience with a wide range of health care issues including; but, not limited to: elder care, second opinions, nursing mothers, prescription information, and more.

No limit on advocacy support

Access to Medical Advocate to assist with:

- Medical Information & Resources
- Research
- Problem Solving
- Coaching
- Liaison with Health Care team
- Guidance with Insurance issues, preauthorization & predeterminations
- Navigating claims issues
- Explanations of confusing conditions
- Communicating with pharmacists re: prescription medications
- Scheduling specialist appointments
- Transition of care issues

COACHING

Sand Creek EAP is proud to evolved our solution to add enhanced well-being solutions including:

Additional fees may apply

- Life coaching
- Wellness / health coaching
- Career coaching

EXTRAORDINARY CUSTOMER SERVICE

Our team is committed to providing an extraordinary customer experience. Our program features distinct daily, weekly, monthly, quarterly, semi-annually, annually, and as-needed Account Management protocols.

The Sand Creek Account Management commitment provides:

- Quality assurance
- Consistent, professional communications
- Thought leadership / in-house expertise
- Robust utilization reporting

ACCOUNT MANAGEMENT

Dedicated Account Manager

- Masters' level Account Managers
- Management & Organizational Consultations
- Tracks & reports on program activity
- Collaborates with client

Program staff is available 24/7/365; Account Managers are available during normal business

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • Provides Ongoing Program Orientations • Aids in distribution of communication materials | <p>contacts to evolve programming as-needed</p> | <p>hours M-F, EST via telephone or email. Onsite availability may vary depending upon client need.</p> |
|--|---|--|

PROGRAM PROMOTION

One of the most critical strategies for an organization to properly leverage benefit programs is through effective communication campaigns. Our team drives program engagement & effectiveness through campaigns driven by *the power of 3*. With this method, our goal is to touch individuals tangibly, socially, and personally.

Tangibly:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Materials including wallet cards, brochures, posters • Designed to educate & help destigmatize program use | <ul style="list-style-type: none"> • Purposely fresh, eye-catching, & strong in messaging to attract attention and encourage call-to-action |
|---|--|

Standard electronic materials provided.

Additional promotional materials can be supported for an added fee including design and/or printing.

Socially:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Designed to help reduce barriers to access • Multiple options available for user interaction such as group trainings | <ul style="list-style-type: none"> • Free, downloadable mobile application |
|---|---|

Additional program promotion strategies, such as trainings, can be available at an additional rate (see a la carte pricing menu).

Personally:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Personal connectively with our team when requesting resources & referrals | <ul style="list-style-type: none"> • Engaging with individuals to help build long-lasting connections |
|---|--|

Electronic Ongoing Communications

While our team is committed to supporting effective program promotion, we also understand that ongoing program communications are critical to drive engagement and user satisfaction. We have a set calendar of communications that are sent to our clients as follows:

Standard – each communication is sent 1x/month or occurs 1x/month (i.e. webinars)

Monthly:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Employee & Supervisor e-Newsletters • Wellness Newsletters • AOH Thought Leadership Article on Relevant Topics (also pushed on social media) | <ul style="list-style-type: none"> • HR30Webinar • Work/Life Webinar • Medical Advocacy Newsletter |
|--|---|

CUSTOMER SATISFACTION

Our team places a high importance on customer satisfaction, which is why we track

Standard

utilization of all activities and utilize satisfaction surveys, periodic reviews, post-event evaluations, and internal employee performance appraisals to measure our success.

Our customer satisfaction efforts include:

- Satisfaction survey is sent within two (2) days of a work/life referral
- Weekly satisfaction & outcome survey reviews by Account Management
- Workplace Outcome Suite (WOS) – EAP program survey that examines absenteeism, presenteeism, work engagement, life satisfaction, and workplace distress

PROGRAM REPORTING

We utilize state-of-the-art technology in order to track and comprehensively report on program utilization. This system comes bundled with over 100 reports for our programming and is run via Crystal Reports 8.5, which supports adding or modifying reports including customizable capabilities.

Standard – can be sent via email or requested through client portal

Measurement of our program success includes:

- Quarterly utilization reports
- Return on Investment calculation provided at end of each annual period
- All reports can be run on a customizable schedule for any given time
- Customizable features such as headings, fonts, colors, charts, and content
- Customizable fields like contact types, presenting issues
- MS Word, MS Excel, and PDF formats

INNOVATIVE COMMUNICATION CHANNELS

As society continues to evolve and individuals become increasingly busy and on-the-go, we are excited to be launching innovative channels for service delivery. Additional channels will include:

Additional fees may apply

Text Communication

- Mobile optimized chat
- SMS-to-Chat functionality

Tele-Health Communication

- Video conferencing for more personalized access to care

INFORMATION SECURITY

Information security is of the utmost importance to our clients, their employees, and our business. With our improved communication channels, we continue to place a high-importance on information security including:

- **SSL Encryption**
- **Secure data transfer to collect notes**
- HIPAA compliant
- ISO 27001 information security compliance certification

ADDITIONAL SERVICE OFFERINGS

Service Components

Service Levels

MANAGEMENT SERVICES

Building a great management team extends beyond issues of compensation and performance management. We see the development of great managers as a holistic and ongoing effort that addresses their professional and personal needs.

Management Consultation

Additional fees may apply

Our management consultation services include:

- HR professional consultation & coaching
- Conflict negotiation & mediation
- Supervisory formal referrals
- Policy development

Organizational Development

Additional fees may apply

Through our in-house *TeamWorks Institute* (TWI), we offer organizational development solutions including:

- Mediation – neutral facilitator to help employees resolve differences
- Team Building – programs designed to unify teams for ultimate success
- Executive Coaching – Customized plans to teach any leader to be a better communicator and coach

TRAININGS

A hallmark of the Sand Creek EAP Well-Being programming is our best-in-class trainings. We proudly offer off-the-shelf trainings that span a wide variety of topics including HR, Management, Financial, Legal, and health-related topics; or, we can put together customized training on virtually any workforce-related subject. Our teams factor in demographics, occupational characteristics, and other variables of program participants when creating any training or support effort. Ultimately, we provide engaging, educational, and effective individual and organizational training programs.

Additional fees may apply

Trainings include (but are not limited to):

- Caring for Yourself While Caring for Others
- Anger Management 101
- Enhancing Your Interpersonal Skills
- Maximizing Employee Engagement
- More than 15 trainings directly addressing stress & resiliency including: “The Digital Overload Dilemma”, “Let Positivity Power You”, “Managing Emotions in the Workplace” and “Cultivating Mindfulness in Everyday Life”

CRITICAL INCIDENTS

Workplace crisis or trauma is the physical or psychological response of employees to a crisis or critical incident, which can interfere with normal functioning. Situations

Additional fees may apply

which may precipitate trauma include being involved in or witnessing accidents, fires, violent acts, sudden deaths, or any other situation in which security or life are threatened. It is very common for people to experience emotional or even physical aftershocks when they have passed through a traumatic event. When a critical incident occurs, decisive action and thoughtful response can make all the difference.

Critical Incident Services Include:

- Individual employee interventions
- Group debriefing sessions
- On-site counseling options
- Communications support
- Ongoing informational support

DRUG & ALCOHOL SERVICES

As the only EAP to be owned by an occupational health organization, we have the unique ability to seamlessly coordinate mental, behavioral, and physical health solutions. Our behavioral health staff also has 24/7 direct access to a team of Occupational Health Board-Certified physicians and nurses to aid in matters such as drug & alcohol abuse concerns. Give the direct correlation between physical and mental health with issues such as substance abuse, we have found great success managing both sides of a program for our clients.

Additional fees may apply

Available services include:

- DOT / non-DOT Substance Abuse Professional services (SAP)
- DOT / non-DOT drug & alcohol testing
- Urine, hair, saliva, breath testing options
- In-house MROs
- Multiple available panels
- Pre-placement, random, post-accident, for cause availability
- 24/7 collector availability

ABSENCE MANAGEMENT SERVICES

Studies show that individuals out on leave from work often become depressed. As the only EAP owned by an occupational health company, we are proud to combine mental/behavioral health solutions with physical health solutions through our absence management program. Our team can help triage injuries/illnesses from the moment of occurrence and nurse case management leaves to help mitigate time away.

Additional fees may apply.

Solutions include:

- 24/7 telephonic injury triage – answered by AllOne Health in-house nurses
- Direct connectivity to occupational health or urgent care facilities following an incident
- Coordination of drug & alcohol testing post incident
- Ongoing nurse case management
- STD/LTD services
- Workers' Comp support
- FMLA oversight

PRICING

Below are the specific program elements as requested. Please note services outlined in Section II as “included in per employee per year fee” are encompassed in the rate proposed (i.e standard monthly communications).

The following price proposal has been drafted for the City of Washburn based on 88 employees.

Pricing is as of February 24, 2020 and is valid for 45 days from this date.

Requested Components	Notes	
Face-to-Face Counseling sessions	1-4 sessions per issue, per employee	\$20.00 per employee per year fee
Unlimited telephonic support	24/7/365 telephonic access to counselors	Included in per employee per year fee
Video Counseling Options		Included in per employee per year fee
Online portal with resources for employees	Includes: <ul style="list-style-type: none"> • Work/life web portal with access to quizzes, blogs, articles, audio/video • Support on topics ranging from child/elder care to relocation, health & wellness, and more 	Included in per employee per year fee
Telephonic work/life resources & referrals		Included in per employee per year fee
Unlimited Web-based Employee and/or Supervisor Orientations		Included in per employee per year fee
Annual Attendance at Benefit Fair		Included in per employee per year fee
Standard electronic promotional materials	Brochures, wallet cards, and posters at onset of each year	Included in per employee per year fee - Customized materials and/or additional materials can be provided at an added rate

Section II - Value Added Program Elements	Notes	Pricing
Legal/Financial Services	Assistance with legal/financial problems. See Page 6 for additional details.	Included in per employee per year fee
Medical Advocacy	Assistance in navigating the healthcare field for self & others	Included in per employee per year fee
Dedicated Account Manager	Masters'-level Expert	Included in per employee per year fee
Electronic Monthly Communications	Including newsletters, webinars, and thought leadership articles. See page 8 for more detail	Included in per employee per year fee
HR30 Webinars	10-12 HR-focused webinars/year	Included in per employee per year fee
Supervisory Referrals	Unlimited	Included in per employee per year fee
Mobile Application	Free to download from the mylifeexpert.com website	Included in per employee per year fee
Life Coaching	Addressing issues such as time management, life transitions and stress at home and work	Included in per employee per year fee
Personal Assist	Assistance in researching information, making purchases or reservations, and/or arranging services	Included in per employee per year fee

Additional Services & Rates	Notes	Pricing
Substance Abuse Professional (SAP) Services		\$600 per incident
Onsite seminars, wellness programs, trainings	Can be delivered web-based or onsite	\$350 per hour
Critical Incident Support		\$500 per hour
DOT Exams		National fee for service
DOT Drug Testing		National fee for service

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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: Tony Janisch, Assistant City Administrator
Re: Employee Leave Donation Program *Janisch*
Date: March 31, 2020

It has been asked and suggested from staff of the possibility to donate accrued benefit time to fellow employees in need of additional paid sick leave in the event of an emergency. It is my understanding that this has happened in the past, but there was no formal policy established. After review of several other agency policies regarding employee leave donations and guidelines from the Society of Human Resource Management. Attached is an addendum to the Employee Personnel Manual to include this program. For your reference, I have included the Emergency Leave (Sec. 4.8) section of the Employee Manual.

Additionally, there is a general tax law concept that the individual who earns paid time off, and has the choice to receive it as income (use the time) or dispose of it (donate it), is still obligated to pay taxes on it. Therefore, any leave earned by one employee and donated to another would be taxable income to both parties. However, the Internal Revenue Service (IRS) allows for two exceptions in which leave can be donated without negative tax consequences to the donor. The receiving employee would still need to pay taxes on use of the leave. This proposed program would meet the IRS exceptions and exempt the donor employee from paying taxes on their donated time.

The Personnel/Finance Committee is recommending that Council approve the Employee Leave Donation Program.

Sec. 4.8 – Emergency Leave and Personal Leave

(h) **Employee Leave Donation Program.** Employees who have exhausted all their available leave may be able to obtain additional paid time from a pool of donated leave. Donation of leave will be established as needed and will be available to employees that meet the eligibility for Emergency Leave (Sec. 4.8), or in the event of a declared major disaster.

1. Employees may voluntarily contribute earned benefit time at a minimum of four (4) hours and no more than forty (40) hours. However, donated hours cannot exceed 50% of earned benefit time.
2. To be eligible to donate time, an employee must be eligible to accrue and use earned benefit time, must have earned/maintained a balance that equals or exceeds forty (40) hours, must have completed the first six (6) months of service as an employee.
3. Employees may not claim this donation as an expense, tax deduction or charitable contribution.
4. Donating employees will remain anonymous to the receiving employee.
5. Donated time will be credited to the receiving employee on an hour for hour basis.
6. Receiving employees must be eligible to accrue and use earned benefit time and must have exhausted all their available leave, including the Income Continuation Insurance, if available.
7. Recipient employees will receive paid leave at their normal rate of pay.
8. Requests to contribute to or draw from the Employee Leave Donation Program must be made in writing to City administration.
9. Should the receiving employee not use all transferred time, any balance will be prorated to the nearest hour and returned to donors.

CITY OF WASHBURN
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Leave Donation Program

The City of Washburn has established a Employee Leave Donation Program that allows employees to donate a portion of their earned benefit time to an eligible employee in need of Emergency Leave or in the event of a major disaster.

To be eligible to donate earned benefit time, the employee must be eligible to accrue and use earned benefit time, must have earned/maintained a balance that equals or exceeds forty (40) hours, must have completed the first six (6) months of service as an employee.

A minimum of four (4) hours and no more that forty (40) hours can be donated to an eligible employee. Donated hours cannot exceed 50% of current balance of earned benefit time. *Example: an employee has 60 hours of accrued time. The maximum amount of time that can be donated is 30 hours (50% of current balance.)*

I understand that this transfer of leave hours is irrevocable and that my donation will remain anonymous. I further understand the I may not claim this donation as an expense, tax deduction or charitable contribution. Should the person receiving this donation not use all transferred time, any balance will be prorated to the nearest hour and returned to the donors.

I have read and understand the above conditions, and I freely and without restraint elect to transfer _____ hours of sick time and/or _____ hours of vacation time to the Leave Donation Program.

Employee's Name (Print): _____

Signature: _____

Date: _____

SEC. 4.8

EMERGENCY LEAVE AND PERSONAL LEAVE

- (a) **Emergency Leave Eligibility.** Regular full-time employees are eligible for paid Emergency Leave in the event of serious illness and/or injury in the immediate family, or when an employee must miss work to attend to important personal matters that cannot be rescheduled to non-work hours. The days (and/or hours) used for Emergency Leave shall reduce Sick Leave accumulation by an equal amount. Employees are not eligible to accumulate Sick Leave during Emergency Leave. For purposes of this section, immediate family shall include: grand-parent, parent, foster parent, brother, sister, brother-in-law, sister-in-law, domestic partner, spouse, children, grandchildren, no matter where they live, and any other relative residing in the employee's household.
- (b) **Requirements for Emergency Leave.** In the case where an employee experiences a serious illness or injury in his immediate family, the employee will be eligible for Emergency Leave, if one or more of the following circumstances exists:
1. The employee is required to provide care to an immediate family member.
 2. The employee is required to take an immediate family member to a medical facility for care and/or treatment. This includes being present during and immediately after initial care or treatment for a serious medical problem.
 3. The employee requires time away from the job to recover from emotional stress caused directly from a death or serious illness or injury experienced by an immediate family member.
- (c) **Granting of Emergency Leave.** In the case where an employee experiences any emergency situation which seriously endangers the life and/or well-being of a member of his immediate family, and/or his property, the employee's supervisor may authorize the use of two (2) emergency days as Emergency Leave. Examples of appropriate use of a two (2) day Emergency Leave include: a life-threatening or major fire at the employee's home; an immediate family member involved in a life-threatening auto accident; or any other emergency situation which would threaten the life or well-being of an immediate family member, thereby requiring the employee's immediate attention.
- (d) **Granting of Personal Leave.** Supervisors may annually authorize up to two (2) days unpaid Personal Leave when important, non-medical circumstances occur that require an employee to miss work to attend to personal affairs that cannot be rescheduled to non-work hours.
- (e) **Review and Approval.** Each situation shall be reviewed by the employee's supervisor. If it is determined that the necessary requirements for Emergency/Personal Leave have been fulfilled, the supervisor may authorize the use of up to a maximum of sixteen (16) working hours for that purpose. The Administrator, upon the supervisor's recommendation, may extend the Emergency/Personal Leave if circumstances warrant for up to ten (10) days. To extend beyond ten (10) days, employees must obtain approval from the Personnel Committee. No emergency or personal leaves shall be granted in excess of one (1) year.

- (f) **Paid Leave Use and Accumulation During Emergency Leave.** Employees may also use vacation leave, personal holiday, and wellness days during an emergency leave. However, in this context the use of this paid leave shall not count as hours worked and employees shall not accumulate sick leave while on emergency leave.
- (g) **Health Insurance Coverage During Emergency Leave.** Health insurance coverage will be maintained for employees while they are on emergency leave, on the same terms as if the employee continued to work. The employee will be required to pay his/her regular full health insurance premium payments on a schedule established by the City after eligible paid leaves are exhausted.

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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and Council Members

From: Scott J. Kluver, ^{SK}Administrator

Re: Recommended Program for Emergency Loans for Active Businesses Closed by COVID-19 Orders

Date: April 2, 2020

Enclosed you will find a proposed loan program as has been recommended by the Personnel/Finance Committee. Attorney Lindsey has made a few updates and clarifications based on the discussion that occurred at the Committee level. Those changes are outlined in the enclosed e-mail.

The Mayor had directed us to establish draft guidelines to potentially offer emergency business loans for businesses that are closed by the COVID-19 Orders. Part of this request is because of the uncertainty of any federal or state efforts that will be of help to those businesses within the City of Washburn.

The proposed loans are recommended to be up to \$2,000 and would utilize the unrestricted dollars from the former Business Revolving Loan Fund that ended about a year ago. This fund is made up of Community Development Block Grant dollars that were received in the 1970s when the Washburn Iron Works was re-established. The fund, through the years, had made loans for eligible business start-ups in the City. Since the State ended the program last year, the dollars have not had a specified use. Administration has held the funds for potential development projects such as the Brokedown, Iron Works expansion, or for the Bayfield Street Improvement Project. The idea being that the funds should be protected for potential re-use and related to business development and expansion as that was their original purpose. Given the current situation, it is felt that this emergency is legitimate cause to consider use of these funds for Washburn businesses.

The criteria for eligibility is key for this discussion, and the Committee spent time considering various aspects from geography, loan amounts, types of businesses included, the review process and so forth. The attached document has the recommendations at this point, but the Council can discuss and change any aspect of this if it wants to.

Please let me know if you have questions on this proposed program. If approved, we would advertise immediately. I would also suggest that if approved, recording fees be absorbed by the fund.

washburnadmin@cityofwashburn.org

From: Max Lindsey <mlindsey@ncis.net>
Sent: Tuesday, March 31, 2020 4:14 PM
To: washburnadmin@cityofwashburn.org
Cc: washburnmayor@gmail.com
Subject: RE: Loan
Attachments: Covid-19 Business Loan Application.doc; Covid-19 Business Loan Guidelines.doc

A few changes to the last draft of the loan guidelines:

1. Section III.C.1. I included in the definition of home occupation being ineligible that the business have no physical presence other than the owner's primary residence, rather than just saying home occupations are ineligible. This just provided a little more clarity.
2. Section III.C.2. For property management company exemption: I added the clarification that they are ineligible if the over 75% of revenue is from rental/management. I added this distinction specifically thinking of the Nicklesworth. They do receive a part of their income from residential rentals, but not all of it. They would be eligible under the current wording but would not have been
3. Section III.C.5. I added the vendor and food truck exemption.
4. Section III.B.4. I added that they have to be current on tax and utility obligations.
5. Section V.G. added to state that if the business does not own real estate, they will execute a security agreement and record with DFI.
6. Section VI.E. Amended to state that they execute either a mortgage or a security agreement.
7. Section V.H. I added that the loan is both a personal and a business guarantee to provide additional security. This can be removed if desired.

Proposed loan application attached as well.

Max T. Lindsey
Anich, Wickman & Lindsey, S.C.
220 6th Ave. W.
P.O. Box 677
Ashland, WI 54806
Phone: (715) 682-9114
Fax: (715) 682-9504

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From: Max Lindsey <mlindsey@ncis.net>
Sent: Tuesday, March 31, 2020 1:47 PM
To: 'washburnadmin@cityofwashburn.org' <washburnadmin@cityofwashburn.org>
Cc: 'washburnmayor@gmail.com' <washburnmayor@gmail.com>
Subject: RE: Loan

Scott,

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City of Washburn Covid-19 Business Relief Loan Program Policy Guidelines

- I. **PURPOSE:** The City's intent in establishing this loan fund is to provide financial assistance business owners in the City of Washburn that have been adversely affected and/or required to shut down in response to the Covid-19 pandemic.

- II. **OBJECTIVES:** The Covid-19 Business Relief Loan Program has the following objectives.
 - A. To allow impacted businesses to continue to make payroll for their employees.
 - B. To lessen the financial impact that the Covid-19 pandemic and associated "Safer at Home" order from the Governor has caused to local businesses.
 - C. To retain jobs and bring additional employment opportunities to the City.
 - D. To make use of funds the City has set aside for the enhancement of the City's businesses, which are deemed an asset of the City.
 - E. To spur activity which may not otherwise have occurred.

- III. **APPLICANT ELIGIBILITY:**
 - A. **General Purpose:**

The Covid-19 Business Relief Loan Program will be available to businesses within the City of Washburn that have a physical presence within the City and have been negatively impacted by the Covid-19 pandemic.

 - B. **Applicant Eligibility:**
 1. Applicants must have a physical location within the City of Washburn apart from the owner's primary residence.
 2. Applicants must have been open and operating a business for at least two-months prior to Governor Evers declaring a Public Health Emergency due to Covid-19 on March 12, 2020.
 3. Applicants must have suffered a negative financial impact from the Covid-19 pandemic
 4. Applicants who are delinquent with their property or personal tax, utility payments, or have outstanding municipal code violations are not eligible until said issues are resolved.

 - C. **Non-Eligible Businesses:**
 1. Home occupations that have no physical presence within the City other than the owner's primary residence.
 2. Property management and/or residential property rental businesses if seventy-five percent (75%) or more of the company's revenue is from the management and/or rental of residential properties.

3. Businesses that have not operated within 2-months prior to March 12, 2020. This criterion may be waived if the business is solely seasonal and the Applicant can establish that the business operated in the summer of 2019 and the business operations are or will be impacted by the Covid-19 pandemic.
4. Businesses that have not and/or will not suffer a negative financial impact from the Covid-19 pandemic.
5. Transient business such as vendors and food trucks.

IV. PROGRAM TERMS & CONDITIONS:

A. General Requirements

1. Applicants must include a description of the type of business conducted, including the address of the physical presence within the City of Washburn. If the applicant owns the real property within the City of Washburn on which it conducts business, the applicant must include that information in the application. The City Administrator and/or City Treasurer may require additional information regarding the existence of a physical presence within the City.
2. Applicants must submit a description of how it has been and/or will be negatively affected by the Covid-19 pandemic.
3. Applicants must submit a statement that it has conducted its businesses for at least 2-months prior to March 12, 2020, or that it is a seasonal business that operated in the summer of 2019. The City Administrator and/or City Treasurer may require additional information regarding the operation of businesses prior to this date, including requesting proof of operation such as tax returns, business licenses, or other financial statements.

B. Approval Authority

1. The City Administrator and City Treasurer will have the ultimate authority to approve or deny applications on a case-by-case basis and may impose certain use conditions on approved loans.
2. Any applicant aggrieved by a decision of the City Administrator and City Treasurer regarding a loan application may appeal said decision to the Common Council.

C. Expiration

The Covid-19 Business Relief Loan Program will expire if one of the following occurs:

1. When the pre-authorized funds, which amount to seventy-six thousand dollars (\$76,000), have been expended, unless additional funding has been authorized by the City Council.

2. When the Finance Committee and/or City Council chooses to eliminate or amend the program.

V. **LOAN TERMS:** All loans granted under this program shall be subject to the following terms and conditions:

- A. The maximum loan shall be \$2,000 per business.
- B. The loan shall be at 0% interest.
- C. The full balance of the loan shall be due upon the sale of the Business' real property that it owns within the City, or within five (5) years of the approval date, whichever is first. If the applicant does not own real property within the City of Washburn, the loan will be due within five (5) years of the approval date.
- D. The loan may not be assigned without the express written consent of both parties. The loan may be prepaid in whole or in part at any time.
- E. Project participation may be limited based on the availability of program funds.
- F. Applicants that own real property within the City of Washburn be required to sign a note and a mortgage as a condition for receiving loan funds. The mortgage will be recorded against the property at the Office of the Register of Deeds. This provision does not require the applicant to issue a note and mortgage encumbering the applicant's and/or owner's primary residence. This provision applies solely to real property owned for a business purpose.
- G. If the applicant does not own real property within the City of Washburn that would require a mortgage pursuant to Paragraph V.F, herein, the applicant will execute a note and security agreement pledging a certain amount of business assets (which may include but are not limited to a business vehicle, computer equipment, and inventory) as collateral for the loan that would be sufficient to secure the entire loan. This security agreement will be registered with the Department of Financial Institutions.
- H. Repayment of the loan shall be guaranteed by the business, if a separate entity, and personally by the owner(s) of the business.

VI. **COVID-19 BUSINESS RELIEF LOAN PROGRAM PROCEDURES:**

- A. Applicant submits loan application to City Administrator containing all of the requirements specified in these guidelines.
- C. City Administrator and City Treasurer reviews application and approves or denies loan request. If approved, conditions may be placed on the use of loan funds.
- D. If denied, applicant may submit a revised application and repeat process or may appeal the denial to the Common Council.
- E. A "loan document" is drafted by City staff that identifies the terms of the agreement. All parties execute said letter. Either a note and mortgage or a note and security agreement are drafted which the applicant signs.
- F. After application is approved, the City Clerk forwards payment directly to the applicant.

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**CITY OF WASHBURN
COVID-19 BUSINESS RELIEF LOAN PROGRAM
LOAN APPLICATION (\$30 FEE FOR RECORDING IF APPROVED)**

Applicant Information	
Contact Name:	Contact Address:
Business Name:	Business Address:
Day Phone:	Alt. Phone:
FAX:	E-Mail:
Type of Organization: ___ Corporation ___ Partnership ___ Sole Proprietorship ___ LLC ___ Other: _____	Federal ID #:
Do you/your business own the real estate listed at the address above:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you do not own real estate within the City of Washburn, identify business assets that may be used as security for the loan.	<input type="checkbox"/> Vehicle <input type="checkbox"/> Equipmet <input type="checkbox"/> Inventory <input type="checkbox"/> Other

General Information	
How long has your business operated:	Describe the type of business that you operate:
Do you/your business owe any real property or personal property tax, utility payments, or have any outstanding municipal code violations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Describe how your business has been/will be impacted by the Covid-19 Pandemic:

How does the proceeds from this Loan will be spent:

If you own real property within the City.
Property Tax ID:

Property Legal Description:

If you do not own real property within the City, describe the collateral that will secure this loan:

Vehicle: VIN _____
Make, Model, Year and Mileage _____

Equipment. _____

Inventory. _____

Other. _____

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Certification: The information provided above is true and accurate to the best of my knowledge and I have read and understand the guidelines of the City of Washburn Covid-19 Business Relief Loan Program and agree to abide by its conditions. I understand that I must either (i) sign a mortgage to secure repayment of the loan, and that the mortgage will be recorded as a lien against the property, or (ii) sign a security agreement and UCC Financing Statement to secure repayment of the loan, and such UCC Financing Statement will be recorded with the Department of Financial Institutions as a lien against the property. I acknowledge that the City Administrator has the right to terminate this agreement under the Covid-19 Business Relief Loan Program if I as the applicant am found to be in violation of any conditions set forth in the guidelines of the program.

Applicant Signature: _____ Date: _____

Office Use Only	
Date Application Received:	Does applicant have outstanding delinquent taxes or municipal code violations?
Washburn Administrator/Treasurer Review Date:	<input type="checkbox"/> Approved w/o conditions <input type="checkbox"/> Approved w/conditions (see attached) <input type="checkbox"/> Denied (reasons below)
Authorized Loan Amount:	Reason for Denial if Applicable:
	Date Check Issued:

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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: ^{SK} Scott J. Kluver, Administrator
Re: Establishment of an Employee Severance Liability Designated Fund
Date: March 31, 2020

Each year in our audit, the liability the City has for the potential severance of all of its employees is noted. This amount is the what the City would be obligated if all of its employees were let go or retired all at once. Know that the likelihood of that happening is remote, but if a significant number left the City at once, it could put the City in significant financial stress.

That liability is currently \$142,490 for the general fund, and there is another \$18,293 combined for Water, Sewer, and Stormwater Utilities. This issue also came up in the questionnaire I recently completed in the refinancing/borrowing that is currently underway. It would look better for future borrowings if the City kept this amount separate from its current undesignated fund (which is currently adequate to cover this potential liability) and designated the amount needed for the liability so that it would not be shown as part of the undesignated fund which could potentially be used for anything. It requires special action by the Council to change the use of any designated fund. If the Council would approve this, the amount needed to cover the liability would need to be reviewed annually and potentially adjusted accordingly.

The Personnel/Finance Committee is recommending that the employee liability amount be classified as a separate designated fund for the general fund portion. We would not necessarily open a separate account for this, but rather make notation of the designation in the account listing.

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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, ^{SSK} Administrator
Re: Agreements with WisDOT on Bayfield Street Project (West) in 2024/Streetlight Discussion/Engineering RFP
Date: March 31, 2020

Enclosed you will find the proposed maintenance and financial agreements between the City of Washburn as the Wisconsin Department of Transportation (WisDOT) for the first (west) portion of the Bayfield Street Reconstruction Project in 2024. Please keep in mind that the dollar figures that you see are just estimates. The actual dollars that the City will have to pay are going to be based on the bids that are received at the time and the actual quantities of work performed during construction. As the planning and engineering for this project move forward, it is very likely that the estimates will also adjust.

It is important to note the responsibilities that are outlined in the agreements. If there are questions on these items, I ask that you please contact me in advance so I can have an answer prior to the meeting. At this time, we do not have another meeting set with WisDOT due to the virus and other priorities.

Nonetheless, please note that after the last Council meeting, there was discussion with the DOT on the placement of streetlights. The DOT would be responsible for the replacement of the streetlights, but the City would be responsible for the up-charge of any decorative lighting. You will note that the enclosed agreements plan for decorative street lighting to begin at 4th Avenue West and proceed to the east towards Washington Avenue. If the Council would like to change the starting point for decorative lights, that is a decision that would need to be made in the near future (we do not need to decide the pole design, it is for the circuitry planning). The 4th Avenue West cutoff point was simply based on zoning as that is where the Downtown Commercial zone begins. If the City wants to include poles up to 8th Avenue to capture the next district or some other cut-off point, discussions and decisions should happen as soon as reasonably possible.

Finally, enclosed you will also find an RFP to begin the solicitation for engineering services related to the Bayfield Street Project. It has been decided that having our own engineer, separate from the WisDOT portion of the project will be easier for the City, but they will need to be able to effectively coordinate with WisDOT. Besides having competent skills in water and sewer design, project management and oversight,

and project communication skills and previous experience in similar projects, I believe it is important that we also include demonstration of success in grant writing for such projects.

I ask that the enclosed RFP be authorized for release so that we can begin the selection process. A review committee will need to be selected for this task as well. It is my suggestion that the Review Committee consist of the Mayor, Council President, Administrator, Assistant Administrator, Public Works Director, and Utility Operator in Charge.

Please let me know if you have questions on any of these matters.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: March 20, 2020

I.D.: 8160-00-05/25/75/78

Road Name: STH 13

Limits: Thompson Creek to Washington Avenue

County: Bayfield

Roadway Length: 1.10 miles

The signatory, City of Washburn, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a minor arterial roadway. It is a state long truck route. The existing pavement section has reached the end of its useful life.

Proposed Improvement - Nature of work: The proposed roadway improvement will be a pavement replacement. Proposed pavement treatment will be 8 inches of concrete pavement, 6 inches of base aggregate, and 2 feet of granular sub-base. Initial work will include traffic control, erosion control, and removals. Underground work includes replacement of sanitary sewer, water main, and storm sewer. Roadway work includes excavation, grading, and installation of new sub-base granular, base aggregate, concrete curb and gutter, and concrete pavement. Other work includes driveway approaches, sidewalk, signing, pavement markings, and restoration. The roadway section includes parking, including signing and pavement marking, on both sides at 100% Municipal funding. Proposed pavement treatment for parking lanes is the same as roadway. Decorative street-lighting upgrade from standard is proposed from 4th Ave W. to Washington Ave at 100% Municipal funding.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The City of Washburn will include sanitary sewer and water utility work at 100% Municipal funding.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
8160-00-05 Preliminary Engineering: Plan Development	\$ 480,000	\$ 466,800	BAL	\$ 13,200	LS*
8160-00-25 Real Estate Acquisition: Acquisition	\$ 61,000	\$ 54,900	90%	\$ 6,100	10%**
8160-00-75 Construction:					
Participating (CAT 10)	\$ 4,325,000	\$ 4,325,000	100%	\$ -	0%
Parking Lanes (CAT 20)	\$ 357,500	\$ -	0%	\$ 357,500	100%
Lighting (CAT 30)	\$ 216,000	\$ 128,000	MAX***	\$ 88,000	BAL
8160-00-78 Non-Participating Sanitary & Water Utilities	\$ 1,150,000	\$ -	0%	\$ 1,150,000	100%

Total Cost Distribution \$ 6,589,500 \$ 4,974,700 \$ 1,614,800

*LS= Lump sum

The Municipality has requested additional decorative lighting and will contribute a lump sum payment of \$13,200 for additional design costs incurred by the State.

This cost is based on 15% delivery design cost of the \$88,000 construction estimate.

**The Municipality will be responsible for added real estate costs associated with new sanitary sewer and water main service lateral connections beyond existing right-of-way.

***Decorative lighting in excess of standard from 4th Ave W. to Washington Ave(11 units) at the request of the Municipality will be 100% the responsibility of the Municipality. WisDOT will fund a maximum of \$128,000 for standard lighting based on 32 units estimated at \$4,000 each for cost to salvage and reset the existing light poles necessitated by roadway construction.

This request is subject to the terms and conditions that follow (pages 3 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Washburn (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) Real estate acquisition for right-of-way necessary for sanitary sewer or water utility work.
 - (c) Design of the City of Washburn sanitary and water main work (provided by the City or hired consultant):
 1. 60% design plans, specifications and estimates along with the required real estate needs shall be provided by the City of Washburn to WisDOT no later than 1/3/2022. (4 months prior to DSR)
 - a. WisDOT will review and provide comments on the required documents. Updates to the documents shall be provided one month from when WisDOT provides the City of Washburn comments.
 2. 100% complete design plans, specifications and estimates shall be provided by the City of Washburn to WisDOT no later than 4/1/2023. (4 months prior to PSE)

- a. WisDOT will review and provide comments on the required documents. Updates to the documents shall be provided one month from when WisDOT provides the City of Washburn comments.
 - (d) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (e) Roadway and bridge width in excess of standards.
 - (f) Decorative street lighting in excess of standards.
 - (g) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (h) Parking lane costs.
 - (i) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for federal/state participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (i) Coordinate with the State on changes to highway access within the project limits.
 - (j) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around

the project.

- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation:

- (a) Design 8160-00-05: There is no local cost share for preliminary engineering but additional costs attributable to the decorative lighting design will be funded by the Municipality with a lump sum payment of \$13,200.
- (b) Real Estate 8160-00-25: Real estate acquisition necessary for the project will be state/federally funded and is estimated to be 90% of the real estate needs. The remaining 10% necessary for the non-participating utility work for ID 8160-00-78 will be funded by the Municipality.
- (c) Construction 8160-00-75: There is no cost share for general roadway construction.
 - i. Parking Lanes: Costs for parking lanes and associated signing and marking will be 100% funded by the Municipality.
 - ii. Decorative Lighting: Costs for decorative lighting in excess of standard from 4th Avenue West to Washington Avenue to be installed at Municipal request will be 100% funded by the Municipality. WisDOT will fund a maximum of \$128,000 for standard lighting with the balance to be funded by the Municipality.
- (d) Construction, Non-participating 8160-00-78:
 - i. Sanitary Sewer and Water Utility adjustments and any other non-participating items are ineligible for state/federal funds and are at 100% local cost.
- (e) The estimated costs shown on the funding table on page 2 of this document are based on preliminary data and may change significantly when based on completed bid documents and plans. Final local cost share will be determined by utilizing the stated cost share percentages applied to the actual cost of the phase/item.

[END]



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: March 20, 2020
 ID: 8160-00-75/78
 Road Name: STH 13
 Limits: Thompson Creek to Washington Avenue
 County: Bayfield

The signatory, City of Washburn, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 8160-00-75/78:

Facility description upon signature – The proposed roadway improvement will be a pavement replacement. Proposed pavement treatment will be 8 inches of concrete pavement, 6 inches of base aggregate, and 2 feet of granular sub-base. Initial work will include traffic control, erosion control, and removals. Underground work includes replacement of sanitary sewer, water main, and storm sewer. Roadway work includes excavation, grading, and installation of new sub-base granular, base aggregate, concrete curb and gutter, and concrete pavement. Other work includes driveway approaches, sidewalk, signing, pavement markings, and restoration. The roadway section includes parking, including signing and pavement marking, on both sides. Proposed pavement treatment for parking lanes is the same as roadway. Decorative street-lighting upgrade from standard is proposed from 4th Ave W. to Washington Avenue. The City of Washburn will include sanitary sewer and water utility work.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 8160-00-75/78. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of Washburn (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (b) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility, including the grit chamber structures and grass-lined outfall swales.
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 8160-00-75/78, the Municipality will assume all afore mentioned maintenance responsibilities.

City of Washburn

REQUEST FOR PROPOSALS

FOR

Bayfield Street Utilities Reconstruction Project

Submittal Deadline: 2:00 p.m. Thursday, May 14, 2020

REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The City of Washburn is requesting proposals from qualified firms or individuals, hereinafter referred to as "firms", to conduct a design and provide construction services for the Bayfield Street Utilities Reconstruction Project. The Design will include all new Water and Sanitary Sewer facilities within Bayfield Street from Thompson Creek to Superior Avenue. This project will be constructed using the Wisconsin Department of Transportation's (WisDOT) contractor and all design efforts and products must be coordinated with WisDOT and be incorporated into the overall project contract documents. The project limits are Thompson Creek to Superior Avenue but will be designed and constructed under two phases. The first phase will be from Thompson Creek to Washington Avenue and the second phase will be from Washington Avenue to Superior Avenue. The services requested under this RFP would start immediately upon approval of a contract.

There is no expressed or implied obligation for the City of Washburn to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, six (6) copies of a proposal must be received at the City Clerk's Office, 119 Washington Avenue, P.O. Box 638, Washburn, Wisconsin 54891 by 4:00 P.M. on May 1, 2020. The City Administrator reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Washburn reserves the right to request additional information or clarifications from firms, or to allow corrections of errors or omissions. At the discretion of the City of Washburn, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Washburn reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Washburn and the firm selected.

B. Term of Engagement

The term of the proposed contract will be for the duration of the project as defined by the City of Washburn but shall not extend beyond December 31, 2027. The City of Washburn does expect the work on the requested services for Bayfield Street to begin immediately upon selection of the approved firm.

There is no guarantee that once the plans and specifications are received by the City of Washburn that continuing with implementation of the project will be authorized for bid or that any bids received on the project, or portions thereof, will be accepted.

C. Subcontracting

Firms submitting proposals may consider subcontracting portions of the engagement to small firms or firms owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact and the name of the proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City of Washburn.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Washburn is soliciting for qualified firms to provide design and construction services for the replacement of the water and sanitary sewer systems along Bayfield Street from Thompson Creek to Superior Avenue. The services shall include coordination with WisDOT to incorporate this work into an overall contract for the corridor.

Primary items that should be part of the services include:

- Design of replacement water and sanitary systems complete with piping, valves, service lines to Right-of-Way, and appurtenances.
- Coordination with WisDOT on design development through construction documentation as outlined in Appendix A.

B. Scope of Work to be Performed

The scope of services to be performed by the consultant pursuant to this RFP include, without limitation, the following engineering services

concerning the Project:

1. Preliminary Engineering

- Conduct field investigations, surveying, geotechnical investigation review and data collection.
- Assist with environmental and permit efforts.
- Participate and attend Public Involvement Meetings.

2. Design Engineering

- Coordinate all design and contract document preparation efforts with WisDOT.
- Preparation of preliminary and final engineering design documents including plans, specifications, contract documents, and cost estimates.
- Submit final design plans, specifications, and other documents to City, WisDOT and applicable agencies for review and approval to meet the deadlines identified in Appendix A.
- Prepare all permit and approval applications for the project as required, including, without limitation, Wisconsin Department of Transportation, DNR or other required permits.

3. Construction Engineering

- Attend a pre-bid conference, respond to technical questions from potential bidders, and issue addenda, as required.
- Attend a pre-construction meeting(s).
- Provide engineering support during construction including submittal reviews, applications for payment, change order preparation, etc.
- Review the selected contractor's progress payment requests and certify that amounts/quantities claimed accurately reflect work performed and materials supplied during the payment period.
- Provide services related to change orders such as preparation of change order proposal description and justification documentation, assistance with negotiation of change orders with contractor, making recommendations to City regarding any change orders, and processing the formal change order documents.
- Provide construction inspection services as provided in consultant's contract.

- Complete contract closeout process including substantial completion walk-through, development of a "punch list," final completion walk-through, and recommendation for final payment.
- Advise City and the contractor of the dates for any warranty periods established in contract documents.
- Maintain files and document tracking system throughout the entire project.
- Coordinate with the contractor, WisDOT and City for final testing and startup of facilities.
- Prepare and submit to City and WisDOT as-built drawings upon completion of construction.

4. Other Items

It is anticipated that other Project-related tasks could arise during the preliminary engineering and/or design engineering phases. These tasks may include, without limitation, geotechnical investigations, site specific reports, and other evaluations. City's public works director will perform the role of project manager (the "Project Manager"). The Project Manager will work closely with the consultant team and answer questions, make decisions, provide guidance, and assist in coordination as needed. All available information the City has will be available to the consultant team selected to perform the Services. Information may include, without limitation, tax maps, aerial photos, and as-built drawings.

Interested firms shall submit information on the following:

1. Background information on the firm
2. A full explanation of the services offered
3. Prior experience of Water and Sanitary Sewer plans in the form of project examples
4. A detailed list of staff that will be involved and the qualifications of each
5. References of previous similar projects including a contact name and phone number and the name of the related project
6. Evidence of availability and accessibility to the City of Washburn
7. The rate schedule that would apply if the firm were selected
8. Proposed terms of agreement
9. Possible project funding sources including, but not limited to

grants.

10. Statement of the firm's values and practices.

C. Standards

All firms submitting proposals to the City of Washburn shall provide proof that they are fully licensed and insured.

D. Compensation

Compensation for services shall be negotiated upon selection of firm.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons

The firm's principal contact with the City of Washburn will be Bob Anderson, P.E., Director of Public Works, 715-373-6170.

B. Background Information

The City of Washburn serves a population of 2,117 in Northeastern Bayfield County. The City's fiscal year begins on January 1 and ends on December 31. Further information about the City of Washburn can be obtained on the City's website www.cityofwashburn.org

Any questions regarding this RFP or its process should be directed to the previously mentioned individual.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are to be submitted:

Request for proposal issued **April 14, 2020**

Due date for proposals **May 14, 2020**

B. Notification and Contract Dates

Selected firm notified (anticipated) **June 15, 2020**

Contract date (anticipated)

July 15, 2020

- C. Firms should send labeled proposals "Design/Engineering Services – Bayfield Street Utilities Reconstruction Project" to the following address:

City of Washburn - City Clerk
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891

V. EVALUATION PROCEDURES

A. Proposal Evaluation

Evaluation of submitted proposals and final selection shall be by the City of Washburn Common Council.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- b. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- c. The firm submits a copy of its licenses and insurance.

2. Technical Qualifications

- a. Demonstration of experience and qualifications of staff.
- b. Demonstration of past experience and performance on comparable government engagements.
- c. Demonstration of past experience and performance of

obtaining grants and other funding.

- d. Demonstration of past experience and performance coordinating efforts with WisDOT.
- e. Proposed methods and approach in serving the City of Washburn

3. Proposed schedule of compensation.

C. Oral Presentations

During the evaluation process, the City of Washburn may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City of Washburn may have on a firm's proposal. Not all firms may be asked to make such oral presentations. No reimbursement for such presentations will be provided.

D. Final Selection

The City of Washburn will recommend a firm to the Washburn City Council based upon the above criteria.

It is anticipated that a firm will be selected by June 15, 2020. Following notification of the firm selected, it is expected a contract will be executed between both parties by July 15, 2020 or shortly thereafter.

E. Right to Reject Proposals

The City Administrator reserves the right to reject any or all proposals, without prejudice and/or waive any irregularities if deemed in the best interests of the City.

By responding to this RFP an individual respondent accepts the process outlined in this RFP and fully acknowledges that the final determination of the Washburn City Council is binding and without appeal.

The Washburn City Council reserves the right to accept the proposal considered most advantageous to the City of Washburn. All respondents accept this process in submitting a proposal.

Appendix A, Schedule
Bayfield Street Utilities Reconstruction Project, Phase I
Report or Work Title Date

Submit 30% Plans with draft impact to Right of way* (includes Estimate)	1/1/2021
30% Plan Review*	2/1/2021
45% plan ready for Public Involvement Meeting*	3/1/2021
Public Involvement Meeting*	March 2021 - May 2021
Submit Impacts for Environmental Document *	6/30/2021
Draft Environmental Document	10/1/2021
Environmental Document Signed	2/1/2022
60% Plans Submitted to WISDOT for review* (includes Estimate and Estimate Justification)	3/1/2022
Draft Design Study Report	4/1/2022
60% Plan Review Complete	5/1/2022
Design Study Report Signed	5/1/2022
Project Mail Plans for Utilities WISDOT for review*	10/1/2022
Project Mail Plans mailed to Utilities	11/1/2022
90% Plans and specifications submitted for incorporation into project plans* (includes Estimate and Estimate Justification)	4/1/2023
90% Plans WISDOT for review	5/1/2023
Final Plans, Specification, and Estimate submitted for incorporation into project plans* (includes Estimate and Estimate Justification)	7/15/2023
Final Plans, Specification, and Estimate(PSE)	8/1/2023
* Items for Utility consultant	
Other items may require coordination, information or exhibits from Utility consultant	

Phase II schedule to be determined.

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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: ^{SK} Scott J. Kluver, Administrator
Re: Ordinance Related to Issuance of Operator (Bartender) Licenses
Date: April 3, 2020

Recently, the Legislature passed a law authorizing Clerks to issue bartender licenses. Attached is an ordinance allowing as such. Please see Attorney's Lindsey's e-mail noting that it would still allow the Council to do it as well. We know that this agenda item is usually the highlight of the meeting, but if you prefer to have the agendas a little shorter, you may wish to approve the ordinance. Please let me know if you have any questions regarding this matter.

washburnadmin@cityofwashburn.org

From: Max Lindsey <mlindsey@ncis.net>
Sent: Friday, April 3, 2020 12:03 PM
To: washburnadmin@cityofwashburn.org
Subject: operator license ordinance
Attachments: Ordinance 2020-004 - Clerk Issue Operators License.docx

Scott,

Attached is proposed ordinance. I drafted this to add a separate section designating the Clerk with the authority to issue operator's licenses. I did not go through each section and take out the Council as being authorized to issue licenses. Thus, as written, either the clerk or the Council can issue licenses and that the clerk just has to follow the same procedures and requirements/considerations as would be required by the Council. My understanding is that this is consistent with § 125.17. There are no public hearing requirements for issuing an operator's license.

Let me know if you want me to amend all of the relevant sections to either remove the authority to issue licenses from the Council or add in either counsel or clerk.

Thanks,
Max

Max T. Lindsey
Anich, Wickman & Lindsey, S.C.
220 6th Ave. W.
P.O. Box 677
Ashland, WI 54806
Phone: (715) 682-9114
Fax: (715) 682-9504

CONFIDENTIALITY NOTICE: This e-mail message (and any attachments) is confidential and may contain information that is subject to the attorney-client privilege. This information is intended only for the use of the individual named above. If you are not the individual named above or have otherwise received this message in error, please do not read it. Notify us immediately by telephone or return e-mail message that you have received this message in error, and erase or destroy the message and any hard copies you may have created.

CITY OF WASHBURN
Ordinance No. 20-004

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of April 13, 2020, for the purpose of adding Title 7, Chapter 2, Section 38 to the City's Code of Ordinances to allow the City Clerk to issue Operator's Licenses.

1. Add Title 7, Chapter 2, Section 38 as follows:

Sec. 7-2-38 Designate City Clerk to Issue Operators Licenses

Pursuant to Wis. Stats., § 125.17, the City Clerk of the City of Washburn shall be designated as the municipal official authorized to issue operator's licenses with the same authority and following the same procedures as required by the City Council for issuing such operators licenses as prescribed in Title 7, Chapter 2, Sections 30-37, of these ordinances.

2. Effective Date of Ordinance. This ordinance shall take effect upon passage and publication.

Attest:

Richard Avol
Mayor

Scott J. Kluver
City Clerk

Adopted: _____

Published: _____

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Approved on 5/13/19 #21-01 thru #21-12.	Approved 6/10/19 #21-13 thru #21-26	Provisional Approved 6/6/19 #21-27 expires 8/5/19.	Provisional Approved 6/18/19 #21-28 expires 8/17/19		Provisional Approved 6/20/19 #21-30 expires 8/19/19	Approved 7/8/19 #21-27 thru #21-31	P I C K E D
Provisional Approved 7/2/19 #21-32 thru #21-33 expires 8/31/19	Provisional Approved 7/11/19 #21-34 expires 9/9/19	Provisional Approved 7/23/19 #21-35 expires 9/19/19	Approved on 8/12/19 #21-32 thru #21-35		Provisional Approved 9/5/19 #21-36 expires 11/4/19	Provisional Approved 9/11/19 #21-37 expires 11/10/19	
Approved 10/14/19 #21-36 thru #21-37	Provisionals Approved 10/3/19 #21-38 & #21-39 expire 12/2/19	Provisional Approved 10/4/19 #21-40 expires 12/3/19	Approved 11/18/19 #21-38 thru #21-40		Provisional Approved 11/5/19 #21-41 expires 1/4/20	Provisional Approved 11/6/19 #21-42 expires 1/5/20	
Provisional Approved #21-43 11/25/19 expires 1/24/20	Approved 12/9/19 #21-41 thru #21-43	Provisional Approved 12/5/19 #21-44 expires 2/3/20	Provisional Approved 12/6/19 #21-45 expires 2/4/20		Approved 1/13/20 #21-44 & #21-45	Provisional Approved 1/29/20 #21-46	
Provisional Approved 1/30/20 #21-47	Approved 2/10/20 #21-46 & #21-47	Not Approved 2/10/20 #21-48	Provisional Approved 2/13/20 #21-49		Approved 3/9/20 #21-49	Provisional Approved #21-50 2/28/20 expires 4/30/20	
Provisional Approved 3/4/20 #21-51 expires 5/4/20	Provisional Approved 3/9/20 #21-52 expires 5/8/20	Provisional Approved 3/16/20 #21-53 expires 5/15/20	Pending Approval 4/13/20 #21-50 thru #21-53				
LAST NAME	FIRST NAME	MIDDLE NAME	MAIDEN OR PREVIOUS NAME	P A I D	PLACE OF BUSINESS	RENEWAL OR NEW LICENSE	U P
Reese	Wendy	Carolyn	Deerly	X	Roaming	Renewal #21-01	X
Stensvad	Lois	Janet		X	DaLou's Bistro	Renewal #21-02	X
Gray	Teresa	Ann		X	Roaming	Renewal #21-03	X
Vernon	Louise	Annette	Faulkner	X	LkSupView Golf	Renewal #21-04	X
Brevak	DonnaLee	Marie	Faulkner	X	LkSupView Golf	Renewal #21-05	X
Brevak	Dale	Arden		X	LkSupView Golf	Renewal #21-06	X
Larson	Kristy	Anne	Roy	X	Hansen's IGA	Renewal #21-07	X
Wilcox	Cameron	Ross		X	Hansen's IGA	Renewal #21-08	X
Currier	Lynn	Marie		X	Hansen's IGA	Renewal #21-09	X
Burton	Magenta	Ivy		X	Hansen's IGA	Renewal #21-10	X
Stadler	Robert	Lee		X	Patsy's Bar & Grill	Renewal #21-11	X
Doman	Daniel	Todd		X	The Snug	Renewal #21-12	X
Sundquist	Roberta	Lee		X	Midland Services	Renewal #21-13	X
Defoe	Kelsey	Jaqueline		X	Holiday	Renewal #21-14	X
Ochsenbauer	James	Edward		X	Holiday	Renewal #21-15	X
Lawyer	Rose	Marie		X	Harbor View	Renewal #21-16	X
Wolf	Colette	Suzanne		X	Harbor View	New #21-17	X
Ainsworth	Terri	Lea		X	Holiday	Renewal #21-18	X
Eder	Kenneth	George		X	Roaming	Renewal #21-19	X
Weaver	Mary	Johanna		X	LkSupView Golf	Renewal #21-20	X
Johnson	Jamie	Lynne		X	Patsy's Bar & Grill	Renewal #21-21	X
Carcoba-Defoe	Irene			X	Patsy's Bar & Grill	Renewal #21.22	X
Beagan	John	David		X	Stagenorth	Renewal #21-23	X

Jack	Millie	Deactivated		X	Checkerz	Renewal #21-24	
Woodworth	Elizabeth	Loring		X	Stagenorth	Renewal #21-25	X
Jacobson	Mavis	Jill-Marie		X	A Nickel's Worth	Renewal #21-26	X
Belanger	Francois	Joseph		X	Taphouse	Provisional #21-27 New #21-27	X X
Bressette	Felecia	Elizabeth		X	Midland Services	Provisional #21-28 New #21-28	X X
Defoe	Kelsey	Jacqueline		X	Hansen's IGA	New #21-29	X
Strieter	Rachel	Lynn		X	Hansen's IGA	Provisional #21-30 New #21-30	X X
Kozitza	Jill	Marie		X	Hansen's IGA	New #21-31	X
Trimbo	Jared	Steven		X	Patsy's Bar & Grill	Provisional #21-32 New #21-32	X X
Vaillancourt	Carlo	Joseph		X	Patsy's Bar & Grill	Provisional #21-33 New #21-33	X X
Benson	Christopher	John		X	Holiday	Provisional #21-34 New #21-34	X X
Pearce	McKenzie	A		X	Patsy's Bar & Grill	Provisional #21-35 New #21-35	X X
VanBergen	Elizabeth	Jane		X	Patsy's Bar & Grill	Provisional #21-36 New #21-36	X X
Defoe	Angela	Christina	Charette	X	Hansen's IGA	Provisional #21-37 New #21-37	X X
Hanson	Karissa	Lynn		X	Hansen's IGA	Provisional #21-38 New #21-38	X X
Marksman	Elizabeth	Marie	Foss	X	Midland Services	Provisional #21-39 New #21-39	X X
Sell	Terri	Lynn	Morrison	X	Midland Services	Provisional #21-40 New #21-40	X X
Adams	Sherlon	Marie	Bridwell	X	Hansen's IGA	Provisional #21-41 New #21-41	X X
Basina	Nissia	Marie	Dietrich	X	Midland Services	Provisional #21-42 New #21-42	X X
Morris	James	William		X	Holiday	Provisional #21-43 New #21-43	X X
Merton	Ian	Michael		X	Midland Services	Provisional #21-44 New #21-44	X X
Piercy	Ronald	Victor		X	Karlyn/Yellowbird Gallery	Provisional #21-45 New #21-45	X X
Swofford III	John	Calvin		X	Midland Services	Provisional #21-46 New #21-46	X X
Jarvis	Charles	Richard		X	Roaming	Provisional #21-47 New #21-47	X X
Pierre	Jami	Lynn		X	Holiday	#21-48 Not Approved	
Martin-Prahl	Ruth	Marie	Martin	X	Hansen's IGA	Provisional #21-49 New #21-49	X
Bartolini	Erica	Eileen	Osmess	X	Roaming	Provisional #21-50 New #21-50	X
Hyde	Olivia	Rose		X	Holiday	Provisional #21-51 New #21-51	X
Bressette	Karen	L	Schneiderwind	X	Washburn Cenex	Provisional #21-52 New #21-52	X
Merton	Alastair	Randolf		X	Washburn Cenex	Provisional #21-53 New #21-53	

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CITY OF WASHBURN
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891



715-373-6160
715-373-6161
FAX 715-373-6148

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, ^{SSK} Administrator
Re: Request to Fill DPW Director Position
Date: April 9, 2020

As you are aware, our current Public Works Director will be leaving on May 8th. This is a vital position, especially with the projects that the City has in the pipeline. Attached you will find a draft job description with a couple modifications and the draft ad. I request that the Council approve the draft job description and authorize the solicitation for the position.

In addition, I am asking that the Assistant Administrator be appointed interim director. There will be more on this in closed session. There may also be need for additional technical and supervisory guidance during this period, and I am asking the Council for discretion to hire such expertise as necessary within budgetary constraints.

Per policy, the Council needs to approve any appointment to this position. Typically, the interview process for department head positions is conducted by Personnel/Finance Committee members, the Mayor, and appropriate staff. Members not on the Committee are invited to attend. If the Council would like a different process, that should be decided now.

Please let me know if you have any questions on this process or matter.

DRAFT

CITY OF WASHBURN
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715-373-6160
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City of Washburn Job Posting Director of Public Works

The City of Washburn, Wisconsin (Pop. 2,113) is seeking a full time Director of Public Works. The City of Washburn is located on Chequamegon Bay, along the shore of Lake Superior. Position is responsible for planning and organizing all activities related to municipal streets, water and wastewater utilities, stormwater utility, maintenance of municipal buildings and facilities, maintenance of parks and campgrounds, and municipal cemetery. Strong skills in budgeting, personnel management, communication, construction, maintenance and operations of streets or highways, project management, and leadership required. Extra consideration will be given to individuals who have experience in any of the following areas: planning and zoning, park management, EMT certification. Position supervises six (6) full-time staff along with part-time and seasonal employees. Salary dependent upon qualifications and experience.

Applications, which shall consist of a cover letter, resume, and completed job application form, are due on May 14, 2020 at 4:00 p.m. at the Washburn City Hall. Job description and application information can be obtained from Scott Kluver, City Administrator, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891 or by calling 715-373-6160 Ext 4. Application information can also be downloaded from the City's website at www.cityofwashburn.org. The City of Washburn is an equal opportunity employer.

Scott J. Kluver
City Administrator

Daily Press – block ad - 4/18, 4/25
City Website
WCMA Website
APWA Website
WRWA Website
ICMA Website
WI League of Municipalities Website
Washburn Cable Channel
Public Posting – City Hall, Library, Public Works Garage

City of Washburn - Job Description

~~Approved By Council 101413—Effective 010114~~Draft 040920

Position Title: Director of Public Works

Department: Public Works

Immediate Supervisor: City Administrator

General Statement:

This is a full-time, supervisory and managerial position responsible for all aspects of the City's Public Works Department. Under the supervision of the City Administrator, the Director of Public Works plans, organizes, directs and evaluates the Public Works Department, which includes responsibility for the City's street system, water distribution system, wastewater collection and treatment system, storm water drainage system, buildings and grounds maintenance functions, parks, and cemetery for the City of Washburn. In addition, this position will be heavily involved in capital projects and coordinating with other agencies that have involvement. This position maywill also serve as a deputy zoning administrator.

Essential Functions and Related Tasks:

- 1) Planning organizing and evaluating the Public Works functions of the City
 - Prepares and updates short and long range strategic plans for the department
 - Directs the development of capital improvement plans for departmental infrastructure
 - Prepares and maintains records
 - Participates in the review and approval of municipal engineering and public works plans, drawings and plats submitted to the City
 - Maintains a proper and effective safety program that ensures the safety of all departmental employees and the general public
 - Prepares and files various reports as required by other governmental agencies
- 2) Preparation and administration of departmental budgets
 - Reviews and analyzes financial needs
 - Identifies possible alternative and additional sources of revenue/resources and makes recommendations regarding the same to the City Administrator
 - Prepares annual budget request (both operating and capital budgets) for all aspects of the Public Works Department and submits them to the City Administrator for inclusion in the budget adoption process

- Directs the bidding and purchasing procedures for the department
- 3) Assisting in the hiring process of other departmental employees
 - Reviews staffing recommendations
 - Makes recommendations to the City Administrator when additional staffing is necessary
 - Assists with the recruitment, screening and selection of other departmental employees in accordance with City hiring practices
 - 4) Scheduling and supervision of departmental employees in a manner which assures safe, efficient and effective departmental operations
 - Supervises, evaluates and disciplines staff members in accordance with City policies
 - Addresses grievances of departmental employees
 - 5) Attending meetings as required
 - Attends various meetings as required, including but not limited to Council and Plan Commission meetings. Answers questions, provides reports and makes presentations as required
 - 6) Coordinating with other City departments
 - Coordinates with all other departments of the City of Washburn
 - Coordinates with other staff
 - Authorizes financial transactions in a timely fashion - activities to include: payment of bills, recording of receipts, preparation and submittal of payroll time sheets
 - Files, in a timely fashion, reports to be included with Committee and Council agendas, when appropriate
 - Complete mandated regulatory reports as required from the Public Service Commission, Department of Natural Resources, and other agencies as necessary
 - Attends meetings of the City's Department Heads on a regular basis
 - 7) Coordinating with outside organizations with which the department has regular contact
 - Coordinates with Bayfield County and the Bayfield County Highway Department, the Washburn School District, the Washburn Chamber of Commerce, local funeral directors and others who regularly interact with departmental staff
 - Participates in cooperative ventures whenever practical and beneficial

~~Approved by Council 101413 Effective 010114~~ Draft 040920

- Participates in appropriate professional organizations at all levels (regional, state and national)
- 8) Provides support to City Administrator on construction project management and takes lead on projects as assigned.
- 9) Optional duty includes assisting ~~Assists~~ in the enforcement of City of Washburn building, subdivision, and zoning codes
- Shall act as a deputy zoning administrator
 - Assists and performs site plan reviews
 - Reviews and issues zoning and building permits
 - Maintains appropriate records of permit activities
 - Coordinates reports required by other jurisdictions and the Assessor
 - Coordinates with State assigned residential and commercial building inspectors
- 10) Performs related duties as required

Qualifications:

An equivalent combination of education, training, and/or experience that provides the knowledge, ability and skills necessary to perform the duties of the job satisfactorily.

Required:

- Knowledge of:
 - Federal, State and local laws, ordinances, rules and regulations relating to municipal public works projects and activities
 - Federal, State and local environmental concerns and regulations
 - Planning, developing and controlling large budgets
 - Principles and practices of administration, supervision and training
 - Workplace safety rules, regulations, practices and procedures
 - City organization, operations, policies and objectives
 - Technical record-keeping techniques and requirements
 - Contract administration

- Ability to:
 - Plan, organize, direct and control the activities, services, operations, budgets and policy formulation of City public works services
 - Develop a vision for the future of the department and establish the steps necessary to reach specific goals
 - Develop schedules, personnel assignments, working guidelines and cost estimates for assigned tasks
 - Supervise, evaluate and provide training for staff members
 - Negotiate and administer contracts with outside vendors and service providers
 - Read, interpret, apply and explain rules, regulations, policies and procedures
 - Gain the cooperation of others in sensitive, emotional, or hostile situations
 - Effectively and persuasively communicate, both in oral and written form, regarding the programs and plans of the Public Works Department
 - Oversee services under contract and address any contractual issues
 - Work courteously and tactfully with employees and citizens
 - Operate a transit and level
- A valid Wisconsin motor vehicle operator's license is a requirement for continued employment
- Must be able to, upon employment, obtain a Commercial Drivers License (CDL)
- Minimum of two years supervisory experience

Preferred:

- BS degree in Public Works Management, Public Administration, Business Administration, Civil Engineering, or related field
- Five or more years satisfactory experience in public works or related field

Physical Requirements in Performing Tasks Listed:

The physical demands described here are representative of those that must be met in order for an individual to successfully fulfill the essential functions of the position of Director of Public Works. Reasonable accommodations may be offered to enable an individual with disabilities to perform the essential functions.

Work is performed in both indoor and outdoor settings. The Director of Public Works will be frequently required to sit and stand for extended periods of time, walk over rough or uneven surfaces, talk, hear, pick up and move tools and equipment, navigate stairs, and occasionally lift heavy objects. Performance of the job will also require the physical dexterity to inspect various manholes, piping, ducting and similarly related items.

While performing the duties of this job, the employee will work frequently in an office setting, in indoor storage and work areas, and outdoor project sites. Lighting and noise levels will vary from site to site and range from dark to bright lighting and light to heavy noise levels. The outdoor settings will present various types of weather and terrain, and the employee will be exposed to allergens.

While a normal work schedule of 7:00 AM to 3:30 PM, Monday through Friday is followed, working hours and days may vary with the seasons. Attendance at evening meetings will be expected periodically.