

CITY OF WASHBURN
119 Washington Avenue
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Washburn, WI 54891



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NOTICE OF FINANCE COMMITTEE MEETING Monday, April 8, 2019 City Hall 4:30PM

- Committee Review-Monthly Expenditures
-

NOTICE OF CITY COUNCIL MEETING

Monday, April 8, 2019 Washburn City Hall 5:30 PM

AGENDA

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council Meeting – March 11, 2019
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
 - Vacancies on BART Board; Zoning Board of Appeals; Harbor Commission
- Presentation & Discussion on the Washburn Library Annual Report – D. Pendergrass, Presenting **TAB 1**
- Discussion & Referral to Plan Commission of Request to Vacate all Alleys in Blocks 18 and 23 of the DuPont Park Addition to the City of Washburn, James Bratley and Debra Barnhardt - Petitioners **TAB 2**
- Discussion & Action on Renewal of Lease Agreement of Thompson’s West End Park Boat Ramp Area for North Coast Community Sailing- Hilary Jewell, Petitioner **TAB 3**
- Discussion & Action on Contract with Smithgroup for Engineering and Bid Document Preparation Related to the Thompson’s West End Park Boat Ramp Project **TAB 4**
- Discussion & Action on the Financing of and the Assignment of Owners Responsible Agent for the West End Park Boat Ramp Project
- Discussion & Action on Resolution 19-002 to Transfer Responsibility of the Recreation Boater Grant for Thompsons West End Park to the City Administrator **TAB 5**
- Discussion & Action on Listing Bayfield Street Development Property with a Broker **TAB 6**
- Discussion & Action on Submission Requests to Army Corps of Engineers Section 154 Grant **TAB 7**
- Alcohol Licensing Matters - **TAB 8**
 - Bartender License Applications – #20 -55
- Adjourn

March 11, 2019

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM Washburn City Hall

Present: City Council Members: Aaron Austin, Jennifer Maziasz, Karen Spears-Novachek, Linda Barnes, John Gary (arrived at 5:40), Jeremy Oswald, Mary McGrath

Municipal Personnel: Mayor Richard Avol, City Administrator Scott J. Kluver, Assistant City Administrator Dan Stoltman, City Attorney Max Lindsey

Excused Absence: None

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 Meetings of February 11, 2019– A motion was made by Barnes to approve the February 11, 2019– minutes, second by McGrath. Motion carried unanimously.

Approval of Expenditures- A motion was made by Novachek to approve the monthly expenditures, second by McGrath. Motion carried unanimously via roll call vote.

Public Comment – Deanna Yost spoke on housing and stated that housing is needed but not on the Omaha St. property. Richard Olson spoke on the Omaha St. property and feels a better use can be found over housing. John Carlson spoke on the Omaha St. property and is against housing there. Roth Edwards spoke on the Omaha St. property and parks. Marcus Warren spoke on the Omaha St. property and wants the city to explore other options. Seth Vasser stated that a lot of empty buildings in town need to be used before housing from a developer is built. Rebecca Nielson discussed needing more public input and being an eco-municipality. Dave Anderson stated he hopes Council will open the floor during the meeting. Thomas Yost discussed housing and wants more community involvement.

Mayoral Announcements, Proclamations, Appointments- The Mayor stated that the city has vacancies on BART Board, Zoning Board of Appeals, and Harbor Commission. The Mayor read the proclamation for longtime resident Izzy Moe declaring March 16, 2019 “Izzy Moe Day” in honor of her 100th birthday.

Public Hearing, Discussion, and Action on Ordinance 19-003 Amending Chapter 3 Land Use Map of the Comprehensive Plan as Indicated to Change Two Parcels from Planned Waterfront Special Development to Marina – A motion was made by McGrath to open the public hearing, second by Barnes. Motion carried unanimously. No public comment. A motion was made by McGrath to close the public hearing, second by Novachek. Motion carried unanimously. Kluver gave an overview. He stated that under the current zoning code these buildings are non-conforming, and this change would be the first step in bringing them back into compliance. It was discussed that currently, if the buildings are damaged or destroyed, they would not be allowed to be rebuilt, and this change would change that. Barnes stated that the reasons for the current zoning was so no more storage buildings in that area could be built, and asked if this change would impact that. Kluver stated that it would only effect the current buildings. A motion was made by Oswald to approve Ordinance 19-003, second by McGrath. Motion carried 6-1 Barnes no.

Discussion & Action on Conditional Use Amendment Request for Contractor Yard and Personal Storage Facility for Alltemp Heating and Cooling. Amendment will Address Exterior Façade and Architectural Changes from the Previously Approved Plan. – Property Located at 330 South 1st Avenue East – Jeff Pipgras, Petitioner – Barnes asked if the change was only to the outside color to the building. Mr. Pipgras stated that the outside of the building would become all steel instead of a brick like lower section along with the steel upper section. Oswald stated that the Plan Commission had no issue with the change. A motion was made by Oswald to approve conditional use amendment request for contractor yard and personal storage facility for Alltemp

Heating and Cooling, to address exterior façade and architectural changes from the previously approved plan, second by Novachek. Motion carried unanimously.

Discussion & Action on Conditional Use Request for a Home Occupation – Operate a Private Practice Counseling/Meditation Service in Accordance with Regulations of 8-536 out of the Property Located at 877 Jackson Road – Carol Kouba, Petitioner – The Mayor stated that Plan Commission approved the request. No discussion took place. A motion was made by McGrath to approve conditional use request for a home occupation – operate a private practice counseling/meditation service in accordance with regulations of 8-536 out of the property located at 877 Jackson Road, second by Novachek. Motion carried unanimously.

Discussion & Action on Request to Amend Water and Sewer Credit Policy – Sharilyn Sandstrom, Petitioner and on Amendment Proposed by Staff – Kluver gave an overview. A discussion was had on how the new policy would work. A motion was made Maziasz to approve the staff amendments to the water and sewer credit policy, second by Barnes. Motion carried unanimously.

Discussion & Action on Respondent to Omaha Development RFQ Process and Next Steps – The mayor gave a speech regarding the Omaha St. property. A discussion was had on what the city would receive in tax revenue if the Movin' Out project was to move forward. Kluver stated that he would expect between \$35,000 and \$40,000 per year. A discussion was had on tax increment financing (TIF). McGrath gave a speech regarding the Omaha St. property. A discussion was had on different areas of the Omaha St. property that could be used for the Movin' Out project. It was stated that Movin' Out would not take ownership of the entire property, only the area needed for their development. A discussion took place on needing housing and using portions of that property for such a purpose versus wanting to wait for a different type of development on that property. A discussion was had having more planning and more public involvement. A motion was made by Barnes to open the floor, second by Novachek. Motion carried unanimously. Jamie Peterson spoke on council needing to make decisions and doesn't feel like a decision would be rushing, that a lot of work has already gone into the discussion. George Engelhard spoke and stated there should be concrete plans and figures before the city agreed to a development. Wendy Young spoke on the Omaha St. property and real estate value. John Carlson discussed listening to the people. Dave Anderson discussed waiting for the future to come to Washburn and related it to a study with children where they can eat one marshmallow now or two marshmallows if they wait. Mr. Anderson stated that attracting more poor people to live in Washburn is not good for the city. Roth Edwards spoke on the comp plan and that it is weak on economic development. Seth Vasser asked about the brokedown having housing and how many affordable housing units are currently in Washburn. Jeff Silbert stated he sees the need for affordable housing, but is uncertain the Omaha St. property is the best location. A motion was made by McGrath to close the floor, second by Novachek. Motion carried unanimously. Discussion took place. A motion was made by Maziasz to not to go with the Movin Out proposal at this time, but the city is open to considerations in the future, and will seek more community involvement in creating and developing a vision for the Omaha Street property, second by McGrath. Motion carried 4-3 via roll call vote. Barnes- yes, Gary- yes, Maziasz- yes, McGrath- yes, Austin- no, Novachek- no, Oswald- no.

Discussion & Action on the Concept of Establishing an Ordinance to Address Sex Offender Residency Restrictions – City Attorney Lindsey gave an overview. It was stated the ordinance came to the city from the city's codifier as a potential new city ordinance. A discussion took place. A motion was made by Oswald to open the floor, second by Novachek. Motion carried unanimously. John Baregi spoke on the topic. A motion was made by McGrath to close the floor, second by Maziasz. Motion carried unanimously. A discussion was had getting the police departments input before making a decision. A motion was made by Novachek to table the item until more information can be provided by the police department and city attorney and will be brought back to Council at the next possible meeting, second by Barnes. Motion carried unanimously.

Alcohol Licensing Matters - Bartender License Applications #20-53 & 54 – A motion was made by Barnes approve Bartender License Applications – #20-53 & 54, second by Novachek. Motion carried unanimously.

Closed Session Items

o Personnel Matters – Consideration of Compensation for City Treasurer Position -

A motion was made by Novachek to go into closed session at 8:30pm 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 Barnes. Motion carried unanimously via roll call vote. Novachek discussed the Personnel and Finances discussion and recommendation. A motion was made by Novachek to continue the City Treasures increased salary of \$57,835 for continued increases in zoning permit related duties until such time that those increased duties are reduced, second by Barnes. Motion carried unanimously.

Adjourn – Motion to adjourn by Novachek, seconded by Barnes—unanimous. Meeting adjourned at 8:40 pm.

Dan Stoltman
Assistant City Administrator

FINANCE COMMITTEE MEETING 4:30PM

Committee Member Karen Novackek, Mary McGrath, and Aaron Austin reviewed monthly expenditure vouchers.

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Submitted by Darrell Pendergrass – director, Washburn Public Library

2018/2019 Annual Report Summary

The Department of Public Instruction (DPI) requires all public libraries in Wisconsin to file an Annual Report each February, which is an accounting of that year's revenues and expenditures, circulation and collection development.

The actual document reveals to the casual observer a lot of numbers and figures – it's the interpretation of those numbers and what they mean that gives the report its worth.

Washburn has seen a decrease in circulation in recent years:

Total physical checkouts from the Washburn Public Library

2018 – 38,327

2017 – 40,487	2016 – 43,493	2015 – 44,336
2014 – 46,527	2013 – 50,110	2012 – 56,773
2011 – 55,310	2010 – 56,111	2009 – 55,293

- In 2018 Washburn saw a decrease of 2,160 checkouts, or just over 5.4-percent. The obvious question is - why is there a decrease? There are many possible answers – increased reliance on the Internet, affordable E-readers like the Kindle, and so on. And though, generally, the physical checkout of books and other materials are looked on as the worth of a library by some, our library does much more than just circulate books. In 2018 we had 2,435 e-book checkouts; 1,673 e-audio checkouts; for a total of 4,123 uses of electronic material. In 2018 we had 5,868 uses of public internet computers, and 8,971 router-counted uses of the public wireless internet. In 2018 the library had 75,850 visits. For the year we had 2,463 people use the library for meetings/programs - as we know, that number is likely higher, as not everyone fills out a usage sheet.

Other measures

The Washburn Public Library is open 52 hours a week. In comparison, the Duluth Public Library is open 51 hours per week. We often open in bad weather, even when schools close. Often we shovel our own sidewalks. We often do our own weed-whipping. Staff have changed tires for patrons and given rides to people in need.

In 2018 the Washburn Public Library partnered with UW-Extension and Bayfield County to begin Literacy Link – a program that allows incarcerated parents at the Bayfield County Jail to be videotaped reading books to their young children; in turn the children access the video at home and watch and listen to their parent read to them. The children also have a copy of the book to read along with the video. This program is designed to strengthen the bonds between parents and children during what is a challenging time for their family. Also, these partners are working with us to have literacy bags available at libraries

in Bayfield County for these families, designed to encourage them to use their libraries and continue to develop reading skills.

In 2018 we installed three automatic doors inside the library to allow for easier access for all patrons, continuing ADA accessibility efforts. In 2019 we will add an unloading ramp off of 3rd Street.

Also, the Washburn Public Library Board of Trustees and the Friends of the Library are tackling the fundraising effort needed to cover an estimated \$300,000 needed for outside building upkeep and repair.

In 2018 the library hosted six weeks of Summer Reading Programs. We proctor testing for home-schoolers and on-line students; we have outreach programs at the Northern Lights Nursing Home and the assisted-living center and we provide home delivery for shut-ins. We annually host the city's only Easter Egg Hunt. We work with the Washburn School District to provide work/volunteer experience for At-Risk students; we work with the Bayfield County Judicial System to help individuals fulfill Community Service hours; and we search out grant sources.

Through interlibrary loan we provided 5,319 items to other libraries, while bringing in 6,366 items to Washburn. Essentially, local residents can receive any book or DVD in the world within a relatively short amount of time.

Washburn Public Library also has many dedicated volunteers who care deeply about the library. Each year we have a Volunteer Appreciation Dinner where a volunteer of the year is recognized. The library board receives no compensation whatsoever for their time and effort. The library paid work force is just 2.7 FTEs (full-time equivalents); the director is the only full-time employee, with four other part-time staffers, and one very part-time janitorial workers.

In 2019 the Washburn Public Library received \$124,844 in City Funding. In 2018 City Funding was \$115,597.

Using the funding formula from DPI, the cost per checkout rose to \$4.47 an item in 2018, up from \$4.39 an item in 2017. This new cost per checkout is not significantly higher nor out of line with other libraries in NWLS. An increase in cost per checkout does not cost the Washburn taxpayer additional money.

History of Bayfield County funding for Washburn Public Library

2019 - \$49,309 – 73.3% of request
2018 – \$53,381 – 76.9% of request
2017 - \$53,270 – 83.5% of request
2016 - \$56,527 – 83.86% of request
2015 - \$54,125 - 85.11% of request
2014 - \$50,308 - 86.64% of request
2013 - \$49,813 - 96% of request
2012 - \$49,831 – 90% of request
2011 - \$57,542 – 89% of request
2010 - \$57,542 – 93% of request
2009 - \$58,552 – 100% of request
2008 - \$62,733 – 100% of request

2007 - \$50,878 – 100% of request

2006 - \$62,921 – 100% of request

2020 budget projection

A library's Annual Report allows for an early educated guess as to the projected budget for the following year. Hard numbers won't come into focus until May or June, and the County doesn't finalize its budget until October.

Of the 2018 circulation 14,763 checkouts are Bayfield County's responsibility. Using the reimbursement formula, the Washburn Public Library can make a 2020 request of \$65,990 at 100-percent. However, Bayfield County could potentially reduce its funding to \$46,193.

The best case scenario budget for 2020 is \$191,718 – if the City of Washburn maintains its current level of funding - \$124,884/City and \$65,990/County and \$844/Cross-County.

It is all but certain that Bayfield County will not fund at 100-percent.

The best-guess for the 2020 budget is \$173,240 - \$124,884/City and \$47,512/County and \$844/Cross-County. Or, right about where we are in 2019

I have attached the more formal Annual Report document should you wish to peruse all the figures and dollar amounts related to the library.

Darrell Pendergrass
Director
Washburn Public Library



Wisconsin Department of Public Instruction
PUBLIC LIBRARY ANNUAL REPORT
 PI-2401 (Rev. 1-19)

Wis. Stat. §§ 43.05(4) & 43.58(6)

FOR THE YEAR 2018

INSTRUCTIONS: Complete and return two (2) original signed copies of the form and attachments to your system headquarters.

Board-approved, signed annual reports for 2018 are due to the DPI Division for Libraries and Technology no later than March 1, 2019.

I. GENERAL INFORMATION

1. Name of Library Washburn Public Library		2. Public Library System Northern Waters Library Service			
3a. Head Librarian First Name C. Darrell	3b. Head Librarian Last Name Pendergrass	4a. Certification Grade Gr 2	4b. Certification Type Regular		5. Certification Expiration Date 07/31/2024
6a. Street Address 307 Washington Ave.	6b. Mailing Address or PO Box PO Box 248	7. City / Village / Town Washburn	8a. ZIP 54891	8b. ZIP4 0248	9. County Bayfield
10. Library Phone Number (715)373-6172	11. Fax Number (715)373-6186	12. Library E-mail Address of Director dpendergrass@washburn.wislib.org			
13. Library Website URL washburnlibrary.org		14. No. of Branches 0	15. No. of Bookmobiles Owned 0	16. No. of Other Public Service Outlets 0	
17. Does your library operate a books-by-mail program? No	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is your library such a joint library legally established under Wis. Stat. s. 43.53? No				
19a. Winter Hours Open per Week 52	19b. Number of Winter Weeks 32	19c. Summer Hours Open per Week 52	19d. Number of Summer Weeks 20		
20. Square Footage of Public Library 4,845	21. Did your library or a branch move to a new facility or expand an existing facility during the fiscal year? No		22. DUNS Number <i>Nine digits</i> 159537216		

II. LIBRARY COLLECTION

	a. Number Owned / Leased	b. Number Added
1. Books in Print <i>Non-periodical printed publications</i>	21,231	999
2. Electronic Books <i>E-books</i>	153,507	
3. Audio Materials	2,266	87
4. Electronic Audio Materials <i>Downloadable</i>	50,948	
5. Video Materials	3,268	200
6. Electronic Video Materials <i>Downloadable</i>	1,406	
7. Other Materials Owned <i>Describe</i> kits, telescopes, projectors	21	
8. Electronic Collections <i>Locally Owned or Leased</i>	0	
9. Total Electronic Collections <i>Local, regional, and state</i>	49	
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>	39	

III. LIBRARY SERVICES

1. Circulation Transactions		2. Interlibrary Loans	
a. Total Circulation 38,327	b. Children's Materials 13,496	a. Items Loaned <i>Provided to</i> 5,319	b. Items Received <i>Received from</i> 6,366
3. Number of Registered Users			4. Reference Transactions
a. Resident 1,942	b. Nonresident 1,054	c. TOTAL 2,996	a. Method Did Not Collect
			b. Annual Count 75,850
5. Library Visits		6. Uses of Public Internet Computers	
a. Method Actual Count	b. Annual Count 75,850	a. Method Survey Week(s)	b. Annual Count 5,868
		7. Uses of Public Wireless Internet	
		a. Method Router Count	b. Annual Count 8,971
		8. Number of Website Visits 3,296	
		9a. Local Electronic Collection Retrievals -1	
		9d. Total Electronic Collection Retrievals 0	
10. Uses of Electronic Materials by Users of Your Library			
a. E-Books 2,435	b. E-Audio 1,673	c. E-Video 15	d. Total Uses of Electronic Works 4,123
			e. Uses of Children's Electronic Materials 323
11. Programs and Program Attendance Annual Count			
	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)
Number of Programs	121	0	32
Total Attendance	806	-1	300
11. Number of Public Use Computers			
a. Total 6		b. Internet Access 6	

IV. LIBRARY GOVERNANCE

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

First Name	Last Name	Street Address	City	ZIP+4	Email Address
PRESIDENT					
1. Margo	Smith	201 Faulkner Road	Washburn	54891	msmith@washburn.k12.wi.us
2. John	Adams	30900 County Road C	Washburn	54891	johnadams0909@gmail.com
3. John	Gary	424 West Omaha Street	Washburn	54891	jhgary215@charter.net
4. Mary	O'Brien-Cotherman	27 East Fifth	Washburn	54891	maryoandsteveo@gmail.com
5. Diane	Posner	920 9th Avenue West	Washburn	54891	sdposner@charter.net
6. Thomas	Cogger	28745 S Maple Hill Road	Washburn	54891	thomasjcogger@gmail.com
7. Les	Alldritt	417 Fifth St. West	Washburn	54891	lalldritt@northland.edu
8.					
9.					
10.					
11.					
12.					
No. of Library Board Members Include vacancies in this count					
7					

VI. LIBRARY OPERATING EXPENDITURES

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

1. Salaries and Wages <i>Include maintenance, security, plant operations</i> \$89,949		2. Employee Benefits <i>Include maintenance, security, plant operations</i> \$12,476	
3. Library Collection Expenditures			
a. Print Materials \$10,418	b. Electronic Materials \$741	c. Audiovisual Materials \$5,694	d. All Other Library Materials \$2,120
			e. Subtotal 3 \$18,973
4. Contracts for Services <i>Include contracts with other libraries, municipalities, and library systems here. Include service provider.</i>			
Provider		Amount	
Merlin Consortium Fees		\$5,946	WisNet
Teleforms		\$17	Badgernet
Movie License		\$262	
Software Updates		\$380	
Delivery		\$600	
WisCat		\$100	
			Subtotal 4 \$8,900
5. Other Operating Expenditures			\$41,010
6. Total Operating Expenditures <i>Add 1 through 5</i>			\$171,308
7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?			\$0

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

1. Capital Income and Expenditures by Source of Income.
Do not report any expenditures reported above. Provide a brief description of any expenditures.

Source	Brief Description of Expenditure	Revenue	Expenditure
a. Federal			
b. State			
c. Municipal			
d. County	ADA accessibility	\$4,000	\$4,000
e. Other			
2. Debt Retirement	3. Rent Paid to Municipality/County	Total Revenue \$4,000	Total Expenditure \$4,000

VIII. OTHER FUNDS HELD BY THE LIBRARY BOARD

IX. TRUST FUNDS

All funds under the library board's control must be reported. Report in this section any funds in the library board's control (except Trust Funds) that have not been reported in a previous section. <i>Wis. Stat. s. 43.58(6)(a)</i>	1. Total Amount of Other Funds at End of Year \$8,129	1. Total Amount of Trust Funds Held by the Library Board at End of Year \$66,941
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X. STAFF

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

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

Position	Type of Staff	Annual Salary	Hours Worked per Week	Position	Type of Staff	Annual Salary	Hours Worked per Week
Director / Head Librarian	No MLS	\$42,950	40.00				
library assistant	Other	\$14	24.00				
library assistant	Other	\$14	20.00				
library assistant	Other	\$14	8.00				
circulation assistant	Other	\$11	16.00				

b. Other Paid Staff See instructions

Position	Type of Staff	Total Annual Wages	Hours Worked per Week	Position	Type of Staff	Total Annual Wages	Hours Worked per Week

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

a. Persons Holding the Title of Librarian

Master's Degree from an ALA Accredited Program (FTE)

0.00

Other Persons Holding the Title of Librarian (FTE)

1.00

Subtotal 2a

1.00

b. All Other Paid Staff (FTE) include maintenance, plant operations, and security

1.70

c. Total Library Staff (FTE)

2.70

XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

1. Of the total circulation reported for your library from Section III, item 1, what was the total circulation to nonresidents *See instructions for definition of nonresident*

18,808

Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.		a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in Your County		624	14,763	15,387
3. Circulation to Nonresidents Living in Another County in Your System		2,953	341	3,294
4. Circulation to Nonresidents Living in an Adjacent County Not in Your System		0	0	0
5. Circulation to All Other Wisconsin Residents	61	6. Circulation to Persons from Out of the State		66
7. Are the answers to items 1 through 6 based on actual count or survey/sample?	Actual	8a. Does your library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)?	8b. If yes, do you allow residents in adjacent systems to purchase library cards?	
		No		

9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library

Name of County	Circulation	Name of County	Circulation
a. Douglas	20	f.	
b. Washburn	13	g.	
c. Sawyer	38	h.	
d. Ashland	267	i.	
e.		j.	

XII. TECHNOLOGY

1. Does your library provide wireless Internet access for patrons' mobile devices?	2. What type of Internet connection do you have? <i>Mark all that apply</i>	3. Does your library use any type of Internet filtering software or service?
Yes	<input checked="" type="checkbox"/> a. State TEACH line <input type="checkbox"/> b. Other broadband connection <i>Local cable, telco, community network, etc.</i>	<input type="checkbox"/> a. Yes, on all Internet workstations <input type="checkbox"/> b. Yes, on some Internet workstations <input checked="" type="checkbox"/> c. No filtering on any Internet workstation

XIII. LITERACY OFFERINGS AND DROP-IN ACTIVITIES

1. Literacy Offerings <i>Umbrella events that include programs and/or drop-in activities planned for a limited duration which specifically encourage individuals involved to read or build literacy skills in a focused way.</i>	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL
	Number of Summer Literacy Offerings	1		
Total Unduplicated Individuals Involved	45			45
Number of Other Literacy Offerings				0
Total Unduplicated Individuals Involved				
2. Drop-in Activities <i>Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.</i>	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL
	Number of Drop-in Activities	0	0	0
Total Drop-in Activity Participation	0	0	0	0

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

a. First Name	b. Last Name	c. Email Address
Deb	Terry	dterry@washburn.wislib.org

XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS

We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in *Wis. Stats.* A check (X) or a mark in the checkbox indicates compliance with the requirement.

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

XV. CERTIFICATION

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

President, Library Board of Trustees Signature	Name of President <i>Print or type</i>	Date Signed
	Margo Smith	
Library Director / Head Librarian Signature	Name of Director / Head Librarian <i>Print or type</i>	Date Signed
	C. Darrell Pendergrass	

STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

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

County

Bayfield

The Washburn Public Library Board of Trustees hereby states that in 2018, the
Name of Public Library

Northern Waters Library Service
Name of Public Library System / Service

Indicate with an X one of the following two statements.

Did provide effective leadership and adequately meet the needs of the library.

Did not provide effective leadership and adequately meet the needs of the library.

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

* The statement *may* be sent directly to LibraryReport@dpi.wi.gov or mailed to Wisconsin Department of Public Instruction, ATTN: Maria Ingraham, Division for Libraries and Technology, P.O. Box 7841, Madison, WI 53707-7841. This page need not be forwarded to your library system.

CERTIFICATION

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

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

President, Library Board of Trustees Signature	Name of President <i>Print or type</i>	Date Signed
➤	Margo Smith	

	COMMENTS	
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2

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: Vacating Request of All Alleys in Blocks 18 and 23 of Dupont Park Addition
Date: March 28, 2019

Enclosed you will find a request to vacate all alleys in Blocks 18 and 23 of the Dupont Park addition to the City of Washburn. There is only one short alley in Block 23 adjacent to lots 1-4, and in Block 18 it is a T-shaped alley adjacent to all lots.

The story behind this request is that the two petitioners decided it would be in both of their best interests to clean up an encroachment issue in having part of a structure on the other person's property. In preparing a Certified Survey Map to correct this, it was discovered that the alleys were never vacated either. So, in Block 23, the house and the garage are separated by a platted but unopened alley, and in Block 18, the alleys would need to be vacated to fit a home on the property that fits in with how the neighborhood has developed. By vacating the alleys, the surveyor can create one large block of land for each property owner that meets proper setbacks and dimensional standards.

I have no objection to this vacating request as it helps to clean up an issue for this small area. No land-locked parcels will be created by this request. As many have heard me comment on this issue before, the entire DuPont Park subdivision should have been re-platted to standards that were desired at the time this area was opened to development. Unfortunately, I can not change what should have been done decades ago. There will likely be future requests for vacating alleys on these blocks as there are other encroachment issues throughout the subdivision. In order for many people to get clean titles in the future, because there is more scrutiny on this issue than there was in the past, others will likely have to go through this process as well.

At this time, a copy of the recorded petition of the intent to vacate is outstanding; however, I will be working with the petitioners to get this done. In addition, there will need to be a review of the utility easements, if any, in the area.

If the Council is receptive to this vacating request, the matter should be referred to the Plan Commission and authorization to publish the public hearing notice should be given. Please let me know if you have any questions on this request.

PETITION FOR VACATION OF ALLEY(S) OR STREET(S)
CITY OF WASHBURN, WISCONSIN

To: Mayor, Common Council and City Plan Commission of the City of Washburn, WI 54891

I (We), the undersigned, do hereby petition the City of Washburn to vacate (give street name or general location of street/alley):

ALL alleys within Block 18 + Block 23 of Bryant Park Addition
to the City of Washburn, Bayfield County, WI (Tax ID 32689, 32695, 32696)

IN SUPPORT THEREOF, the following facts are hereby presented:

1. **THERE IS ATTACHED** a sketch or copy of the plat of the area which depicts the requested vacation. (Map showing the vacation must agree with legal description of property listed in #2 below).

2. The property abutting the proposed vacation is legally described as:

3. Abutting property owner(s) and mailing addresses (see #2 Procedures for Vacation):

1. _____

2. _____

3. _____

4. _____

5. _____

4. For all vacations other than unpaved alleys: Property owner(s) and mailing addresses for at least 1/3 of the 2650 feet from each end of the section of road to be vacated (see #2 Procedures for Vacation):

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 6. _____

5. The undersigned petitioner(s) hereby agree to accept said property described above and shown on the attached sketch or plat, subject to conditions set forth by the City Council and City zoning regulations and including, but not limited to, the right of the City of Washburn and/or utility companies to retain any easement, drainageway, or floodplain land for the purpose of maintaining, conducting or constructing any required existing or future services or facilities on said easement which would serve or protect the public.

6. That the facts presented herein and attached hereto are true and correct to the best of my (our) knowledge.

Submitted this 20 day of March, 2019.

CIRCULATOR OF THIS PETITION:

James R. Bratley
(Signature)

Please Print Below:

James R. Bratley
Name of Petitioner
31880 Friendly Valley Road Washburn, WI 54891
Address
715-373-2774
Telephone

STATUS (Check Below):

Property Owner _____ Option Holder Owner's Authorized Agent
_____ Contract Purchaser

CO-PETITIONER (If Any):

Debra Barnhardt
Signature

Please Print Below:

Debra Barnhardt
Name

1003 Grandview Blvd
Address

715 812 1166
Telephone

.....
FEES:

\$250 minimum for an alley; \$400 minimum for a street - due on filing; non-refundable.

SUBMIT MINIMUM FEE WITH PETITION. (Details regarding fees and the balance due, if any, are found in "Procedures for Vacation" which is given to the applicant with the petition).

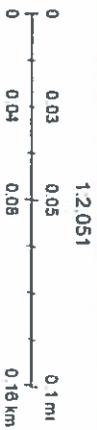
SUBMIT ALL ATTACHMENTS. FAILURE TO DO SO MAY RESULT IN THE PETITION BEING DELAYED OR RETURNED. COMPLETED PETITIONS SHOULD BE RETURNED TO THE CITY CLERK, CITY HALL, 119 WASHINGTON AVENUE, WASHBURN, WI 54891. TELEPHONE #715-373-6160 Ext. 4 WITH QUESTIONS.

Bayfield County Web AppBuilder



3/15/2019, 8:31:07 AM

- Overlay 1
- Aesthetic Co Parcels
- Douglas Co Parcels
- Rivers
- Lakes
- Twp Lines
- Railroad Lines
- Approximate Parcel Boundary
- Section Lines
- Government Lot
- Municipal Boundary
- Red Cliff Reservation Boundary
- As Roads
- Survey Maps
- Building Footprint Outline 2009-2015
- Unreferenced Map
- Referenced Map
- County
- Corner 1st Streets
- Section Corner Monument on File
- Section Corner Monument Reference on Survey
- Private
- Federal
- State
- County
- Town
- CFR
- Building Footprint Outline 2009-2015
- Changed
- Demolished
- Existing
- New
- Unknown



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CITY OF WASHBURN

PO BOX 638

WASHBURN, WI 54891

Receipt Nbr: 27813

Date: 3/20/2019

Check

RECEIVED FROM JAMES BRATLEY & DEBRA BARNHARDT

\$250.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	VACATING FEES	250.00
	VACATING FILING FEE	
<hr/>		
TOTAL RECEIVED		250.00

3

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: North Coast Community Sailing Agreement for 2019
Date: March 27, 2019

Enclosed you will find the proposed agreement for use of Thompson's West End Park for the North Coast Community Sailing (NCCS) classes for the 2019 season. NCCS is operated by Recreation and Fitness Resources, Inc., a non-profit in Bayfield and provides sailing instruction to youth and families. About one third of participants are from Washburn. They have had an agreement with the City for several years for use of the space.

It is the intention of NCCS to set up their sheds and equipment north of the trail head at West End Park. We have discussed with some of the changes in the area, that they would work to keep the area open and tidy around the trail head and the re-opened jetty just south of the trail head. They will likely need to use the beach just to the south of the trail head this year because of the proposed project to improve the West End boat ramp. Some flexibility will need to be given because of that project, assuming it goes ahead, which is tentatively scheduled for mid to late summer.

For the future, NCCS would like to explore the possibility of relocating further to the west, specifically on the west side of the fishing pier jetty, if possible. At the time we discussed this, the conditions were not favorable to seeing the condition of that area and how conducive it would be for NCCS to set up in this location. Again, I ask for the Council's flexibility if we decide to experiment for a bit during the upcoming season.

NCCS provides a valuable recreational service to local youth during the summer, and I encourage the Council to approve the agreement with the flexibility that I have outlined here for the coming season. All sides agree that we wish to avoid congestion near the boat ramp and work to keep the area as presentable as possible.

washburnadmin@cityofwashburn.org

From: Hilary Jewell <hilary@recreationandfitnessresources.org>
Sent: Monday, March 25, 2019 9:20 AM
To: Scott Kliver
Subject: Re: City of Washburn

Good morning Scott,

Thanks for your time last week.

In 2018:
46 Youth took Opti Classes (5 days in length)
14 Teens took 420 classes (5 days in length)
10 Adults and Seniors took classes
32 Memberships (mix of family, youth, adult, and senior)
1/3 of these participants were from Washburn

Is there anything else you recommend providing?

Thanks,
Hilary

Hilary Jewell

Co-Executive Director

[Recreation and Fitness Resources](#)

140 S Broad St | PO Box 1146 | Bayfield, WI 54814

[715-779-5408](tel:715-779-5408)

Are you fit to take the PLUNGE? [Register for or support our 2019 Polar Plunge today!](#) Proceeds from the plunge support the [Bayfield Rec Center](#). Did you know that you can register as a group and raise money for your own non-profit, youth, or educational group? [Contact Jess](#) for more information about our group fundraising plunge option. The [2019 Bayfield Winter Festival](#) is March 1-3 - see you in Bayfield!

We believe when individuals are healthy and active, our community is healthy and active. That's why connecting our community members to affordable recreation and fitness programs in the Bayfield area is at the heart of what we do. Your [tax deductible donations](#) directly provide affordable recreation and fitness opportunities for youth, families, adults, and seniors to rehabilitate, maintain their health, and improve their overall well-being.

Recreation and Fitness Resources is a 501(c)(3) non-profit organization rooted in beautiful Bayfield, WI. We provide and support affordable access to facilities, programs, classes, and events that promote health, activity, and fun. We operate the Bayfield Rec Center, Aspire Martial Arts, North Coast Community Sailing, Point to La Pointe Open Water Swim, the Bayfield Winter Festival, and a variety of other programs, classes, and events. Need-based financial assistance is available for all RFR memberships, classes and programs. Find your fit with RFR!

On Fri, Mar 15, 2019 at 3:36 PM <washburnadmin@cityofwashburn.org> wrote:

Hilary,

**Recreation and Fitness Resources, Inc. and City of Washburn
2019 Lease Agreement**

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, P.O. Box 638, Washburn, WI 54891, a Wisconsin municipal corporation ("the City"), and Recreation and Fitness Resources, Inc., P.O. Box 1146, Bayfield, WI 54814, a Wisconsin non-stock corporation, doing business as North Coast Community Sailing ("NCCS").

1. Premises leased.

(a) This lease applies to the property shown on the attached Exhibit A for the purpose of NCCS equipment storage. That property is located approximately as follows:

The area of land located at the city owned public boat launch south east of Lake Dr. within block 16 of the Bayfield County GIS map, in the proximity of Thompson's West End Park located in Washburn Wisconsin. The area more defined as approximately between 46°39'58.6"N 90°54'13.4"W to 46°39'58.4"N 90°54'11.2"W, an area of approximately 7,716.18 sq. ft. As well as the area more defined as 46°39'59.7"N 90°54'08.1"W, an area of approximately 2,190.99 sq. ft., or as indicated on the map labeled appendix "A 2017", within the red outlined area.

(b) "Equipment storage" includes storage of boats, trailers, racks, tents, storage sheds, and other miscellaneous items used in NCCS's sailing programs and does not include personal items and other items not used in NCCS's sailing programs. NCCS may leave two storage sheds on site year round. The city will not be liable to any damage or theft of the sheds or its contents during the terms of the lease or during the time after the yearly lease expires.

(c) In addition to the area designated for equipment storage, this lease agreement also allows NCCS to make use of the public dock and boat launch at the site for its operations. The dock and boat ramps are NOT exclusive to NCCS operations, and are shared by all members of the public who wish to use them.

(d) This agreement further authorizes NCCS to moor up to four safety boats overnight during the term of the lease against the shore within the L-shaped dock between the boat ramps as indicated in exhibit A. No boats may be moored between October 15, and ice-out in the spring, per ordinance 16-001.

(e) NCCS may utilize the West End Park campground garbage and recycling containers. NCCS will coordinate with the Washburn Public Works to assist them by emptying the garbage containers at the West End Park boat launch into the West End Park campgrounds garbage and recycling containers.

2. Term of lease. Subject to the termination paragraph 8, below, this lease shall be for a term of one (1) season, starting May 6, 2019 and ending September 30, 2019. Actual sailing will commence no sooner than June 1, 2019 and ending sailing no later than September 1, 2019. The requested weeks in May and October will be used for set up and tear down of equipment. This lease may be renewed on a year by year basis upon mutually acceptable terms of both parties, but this lease shall not automatically renew. See 7. Termination, for terms of ending the lease.

3. Lease payments. NCCS shall pay the City the cost of one seasonal pass for a city resident, which is currently set at \$50.00 per year. Any change in the cost of one seasonal pass for a city resident shall result in a like change in the lease payment due hereunder. Payment will be due before the beginning of the lease term.

4. NCCS obligations. NCCS shall comply with all of the following:

April 8, 2019

(a) NCCS will require all car parking associated with its operation to be in the parking lot and not on Lake Drive.

(b) NCCS will store all equipment in a neat and safe manner within the leased premises, and will keep the general area free of trash and litter produced by its operations and by individuals upon and near the premises because of its operations.

(c) NCCS will generally utilize only the westernmost boat launch, but may use the eastern launch when necessary.

(d) NCCS will yield to other individuals using the dock and boat ramps in an appropriate manner. For example, during periods of increased traffic, NCCS will rotate use of the boat ramp with other boat ramp users.

(e) NCCS shall comply with all City ordinances and other laws in its use of the leased premises.

5. Use of other City property. NCCS shall not make use of any City property outside of the leased premises for the storage of equipment without further written agreement with the City, and may not alter the topography or vegetation on City property outside of the leased premises.

6. Indemnification and Insurance.

(a) NCCS shall indemnify the City and hold the City harmless for any loss, damages, costs, expenses, fees, and liability of any nature, based upon death, injury, or property loss of any nature occurring on, arising from, or related to

(1) the NCCS operations on the premises leased hereunder,

(2) the use of the adjacent public boat dock and boat ramp in relation to or in service of NCCS operations, or

(3) the use of the streets; parking lots; public rights-of-way and other public lands, including trails, parks, and beaches; and the waters of Lake Superior, in relation to or in service of NCCS operations,

whether by act or omission, and whether by the corporation, its officers, directors, employees, agents, contractors, guests, invitees, or any other person or entity.

(b) NCCS shall maintain at its cost Public Liability insurance on the premises with limits of liability for injury or death of not less than \$1,000,000 per person and total, with the City named as an additional insured as its interests appear. NCCS shall provide a certificate of insurance showing compliance with this requirement, from an insurance company acceptable to the City, and with provision that no cancellation of the policy may be made without providing 30 days written notice to the City.

7. Termination.

(a) This lease shall terminate on the last day of the term of this lease, unless terminated earlier as herein provided, or unless renewed. Upon termination of the lease where no expectation of renewing said lease is in place, NCCS shall vacate and surrender the premises without further legal proceedings or order. And, no later than the termination date, NCCS shall remove its equipment located on the leased premises. This obligation shall survive the termination of this lease. In the event NCCS fails to remove its equipment from the leased premises, the City may do so and charge the cost thereof to NCCS.

April 8, 2019

(b) This lease may be terminated by the City if:

(1) The City designates the leased area for improvements and construction begins which impacts the ability of NCCS to operate safely, and if NCCS operations impede the ability of those conducting the construction to safely and efficiently perform their tasks.

(2) NCCS fails to comply with any provision of this agreement.

(3) Complaints against NCCS that the City determines are of a serious and/or continuing or repeated nature, and which, after warning, NCCS has failed to remedy.

(c) This lease may be terminated by NCCS at any time by giving notice to the City, and by removing any equipment from the leased area.

(d) This lease may be terminated or amended by mutual agreement of the parties upon such terms as they agree.

8. Notices. Any notices which may be given, or which may be required to be given, by one party to the other, shall be given to the party as follows, unless the party has previously notified the other party, in writing, of a change:

To the City:
City Administrator
119 Washington Avenue
P.O. Box 638
Washburn, WI 54891

To Recreation and Fitness Resources, Inc.:
Co- Directors
Recreation and Fitness Resources, Inc.
PO Box 1146
Bayfield, WI 54814

9. Waiver, election of remedies, costs and attorney fees. The rights and remedies of the City as provided under this lease and as provided by law are cumulative, and the election by the City of one remedy shall not prevent it from pursuing another remedy. A waiver of any breach or default shall not constitute a waiver of any future breach or default. NCCS shall be liable for any costs and attorney fees incurred by the City in enforcing any part of this lease.

10. Entire agreement. This lease contains the entire agreement of the parties.

CITY OF WASHBURN
By:

RECREATION AND FITNESS
RESOURCES, INC.
By:

Richard Avol, Mayor

Print name:

Attest:

Print title:

Scott J. Kluver, City Clerk

April 8, 2019

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: Contract with Smithgroup for Thompson's West End Boat Ramp Project/Financing and Assignment of Responsibility

Date: March 28, 2019

Enclosed you will find a proposed contract with Smithgroup for the engineering, design, and preparation of specifications for the Thompson's West End Park Launch Ramp Dock and Bulkhead Replacement Project. The contract also includes minimal sight visits and project oversight in order to keep costs down. This was requested purposely by me as the intention is to assign our Public Works Director to provide the on-site eyes and ears to address and coordinate any issues while the project is underway. The lump sum for all services provided by Smithgroup would cost \$44,500. I recommend approval of the contract.

If approved, Smithgroup would immediately begin to prepare the bid documents for this project. It would have to be bid, and the best-case timeline would but construction starting at mid to late summer for this project. Our permits thought the Army Corps of Engineers and the DNR have been approved. The only outstanding issue on that front is that an archeological review must yet be completed and provided to the DNR. That is an issue I am addressing.

This project is expected to cost \$560,000 including the Smithgroup contract and a contingency of 10 percent. So how would it be financed? As you are aware, the City did receive a Recreational Boating Facilities 50 percent matching grant for up to \$254,198.50. It is my desire to utilize the balance of the Coal Dock Rehabilitation Project contingency budget which I anticipate at this point to be \$200,000. Now that is still subject to change as the Coal Dock Project is not yet complete, but I do not anticipate any significant issues at this point. Also, know that I realize the contingency for the Coal Dock Project is borrowed money that is paid 53.33 percent by the general fund and 46.67 percent by the Harbor Commission. I do not want the allocation from the Harbor Commission to become an issue as we are all working for the betterment of the City. I prefer to think of it as returning a favor. I have been in contact with Bremer Bank regarding this plan, and they do not have an issue with it. The City had also budgeted \$40,500 in the Capital Budget for this project. For the last \$65,301.50, the Park Outlay Designated Fund could be utilized. That fund currently has some \$191,000 in it, but there is about \$30,000 of previously approved expenses that need to

be completed. Now, final costs on the West End Boat Ramp Project will not be known until bids are returned. A final project budget would be prepared at that time and presented along with the bids. Know that we will need to run this project through the Harbor Commission or Park Outlay Designated Fund in order to avoid an Expenditure Restraint penalty by the state.

Finally, I recommend that the Council approve me as the responsible representative of the City to make decisions on this project within the project budget. Bob Anderson, Public Works Director, would be my backup in my absence.

I believe that it is important for this project to go forward so that Thompson's West End Park has a viable boat launch. That is important to the residents and visitors to the City alike.

washburnadmin@cityofwashburn.org

From: Robert Wright <Robert.Wright@smithgroup.com>
Sent: Friday, March 22, 2019 3:31 PM
To: washburnadmin@cityofwashburn.org
Subject: RE: Good news!
Attachments: CON 2019-0321 Washburn Thompsons West End Park Launch Ramp Docks.pdf

Hi Scott – Please see the attached proposal for professional services for the West End Park Project. As we discussed on 3/19, we have a limited CA role on this project that is pre-con, 2 site visits, a punch list and a final site visit. We, of course, would still handle pay apps, submittals, etc.

We will charge forward with this as soon as we have the survey in hand from our sub consultant and will be built in 2019 as soon as we can get it out to bid.

Please let me know if you have any questions.

Again, thanks for the opportunity to help the City out with this project.

Rob

ROBERT WRIGHT

PE
Principal | Civil Engineer

T 608.327.4433 C 608 212.1063
robert.wright@smithgroup.com

smithgroup.com

From: washburnadmin@cityofwashburn.org <washburnadmin@cityofwashburn.org>
Sent: Wednesday, March 6, 2019 2:21 PM
To: Robert Wright <Robert.Wright@smithgroup.com>
Subject: FW: Good news!

Rob,

Wanted you to be aware of this as well. We will need to get a contract/cost to prepare the bid documents for this project. I don't expect the level of supervision necessarily that we had on the coal dock, and would like to get your thoughts. Our new DPW director is an engineer.

Scott Kluver
City of Washburn

From: Slaminski, Edward M - DNR <Edward.Slaminski@wisconsin.gov>
Sent: Tuesday, March 5, 2019 3:02 PM
To: Scott Kluver (washburnadmin@cityofwashburn.org) <washburnadmin@cityofwashburn.org>; Dan Stoltman <asstadmin@cityofwashburn.org>
Subject: FW: Good news!

SMITHGROUP

March 22, 2019

Mr. Scott Kluver, City Administrator
City of Washburn
119 Washington Avenue
Washburn, WI 54891

RE: Proposal of Professional Services
City of Washburn Thompson's West End Park – Launch Ramp Dock and Bulkhead Replacement

Dear Mr. Kluver:

On behalf of SmithGroup, Inc., ("SmithGroup"), we are pleased to submit this proposal for the design of replacement structures, and limited construction support services at the launch ramp at West End Park. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The floating courtesy dock, timber cribs dock, and bulkhead wall at the launch ramps at Thompson's West End Park in the City of Washburn are badly degraded and are in need replacement. SmithGroup, on behalf of the City, has performed previous investigations of the structure and launches, presented possible replacement alternatives, and helped prepare renderings of the proposed improvements to assist the City with securing funds to assist with reconstruction efforts. This proposal outlines the recommended approach for advancing with the development of replacement facilities. The replacement facilities will include:

- Floating courtesy dock (removable) (5-ft x 50-ft);
- Floating courtesy dock at bulkhead (6-ft x 30-ft);
- Timber crib fixed dock at bulkhead (8-ft x 60-ft);
- Replacement of timber bulkhead to west of launch ramps;
- Replacement of bulkhead at launch ramp including sidewalks; and
- Replacement of informational kiosk at Bulkhead ramp

Attachment A more fully illustrates the above improvements included within our Scope of Services.

SCOPE OF SERVICES

Scope of Work

Task 1 Site Investigations

Task 1.1 Geotechnical Exploration

SmithGroup will contract with and manage a geotechnical engineering and testing firm to perform a single boring along the existing bulkhead. The results will be used to guide the design of the replacement structure. Structural and material composition will be analyzed, and a geotechnical report will be prepared. The report will include a log of the soil boring including bedrock locations, recommendations for minimum requirements for lakebed embedment (if applicable), and other pertinent recommendations for the design of tie-backs or other replacement structures.

Thompson's West End Park – Launch Ramp Dock & Bulkhead Replacement
City of Washburn, Wisconsin

SmithGroup

SMITHGROUP

As part of the explorations, SmithGroup will perform jet probes in the immediate area of the bulkhead and the existing timber crib area to determine possible strata of the underlying lake bed. The data will be depicted on the drawings with depths. This will be used in determination of suitable structures and possible anchorage solutions that can help reduce potential cost implications.

Task 1.2 Site Survey

SmithGroup will contract with and manage a licensed professional to complete a survey of the project area. The survey will identify the location of the existing dock, bulkhead walls, launch ramps, as well as topography of the project area. The survey will provide the necessary base for the future construction document preparation. Survey does not include legal description of parcel.

Task 1.3 Limited Bathymetric Survey

SmithGroup will perform, a limited bathymetric survey of an area extending approximately 65 feet offshore of the face of the shoreline. The results of the limited survey will confirm the water depths adjacent to the dock and bulkhead wall and aid in the design of replacement facilities. This data will be incorporated into the base mapping generated in Task 1.2.

Task 1 Deliverables

- Geotechnical Investigation Report
- Site Survey
- Bathymetric Survey

Task 2 Design Services

Task 2.1 Preliminary Engineering

SmithGroup will prepare Design Development Plans and outline specifications to describe the size, material, and character of the planned improvements. As part of the Design Development Plans, SmithGroup will:

- Prepare Preliminary Design Development Plans and outline specifications to a 35% level of final construction drawings;
- Provide a Design Development Level Opinion of Probable Construction Costs.

Upon completion of the draft documents, SmithGroup and the City will meet to review and discuss the draft documents and identify any changes or additional information that may be needed prior to beginning final design of the improvements.

Task 2.2 Contract Documents

Following review by the City and approval of the proposed project, SmithGroup will complete final engineering for the improvements and prepare the required Contract Documents. As part of the Contract Document preparation process, SmithGroup will:

- Submit documentation to the City and participate in a review meeting midway through construction documentation development. The submittal will include plans, technical specifications, and an updated Opinion of Probable Construction Costs (90% Level).
- Incorporate City review comments and prepare and submit documentation for final City review. The submittal will include plans, a complete project manual (contract, front end, and technical specifications) and a final Opinion of Probable Construction Costs. The City shall issue a letter indicating acceptance of the documents prior to

Thompson's West End Park – Launch Ramp Dock & Bulkhead Replacement

City of Washburn, Wisconsin

SmithGroup

SMITHGROUP

proceed with bidding.

Task 2 Deliverables

- Draft and Final Preliminary Engineering Documents
- Draft and Final Contract Documents

Task 2 Meetings

- 35% Review (WebEx)
- 90% Review (WebEx)
- Final Contract Documents Review (WebEx)

Task 3 Bidding Assistance

In support of the City and to solicit bids from qualified contractors, SmithGroup will provide the following services:

- Coordinate the development of bid documents with the City;
- Manage the distribution of the bidding documents with a plan house;
- Conduct a pre-bid meeting with interested contractors;
- Receive and respond to contractors' and/or suppliers' pre-bid questions;
- Prepare and distribute addenda as required to clarify the bidding documents; and
- Assist in evaluation of bids and offer input to the City on the award of a construction contract.

Task 3 Deliverables

- Pre-bid Inquires and Meeting Notes
- Addenda and Clarifications

Task 4 Contract Administration Services

SmithGroup will support the City by performing limited Contract Administration Services during the construction phase:

- Lead a pre-construction meeting with the contractor(s) to review project requirements, processes and milestones;
- Review submittals and shop drawings;
- Review and respond to RFIs and assist the Client with any field orders or contract modifications;
- Provide periodic on-site observation for the duration of construction process. This includes two on-site representation for observation services during construction.
 - Prepare site observation reports. These will include:
 - Record progress of work;
 - Compliance with the drawings and specifications; and
 - Documentation of any unusual events.
- Review contractor pay requests and provide recommendations to the City based on contractor progress;
- Submit necessary final completion documents to applicable regulatory agencies upon completion of construction;
- Prepare punch lists, conduct a final walk through, review contract closeout documentation and recommend final payment to close out the construction contract; and
- Provide the City with as-built record drawings and an electronic disk in AutoCAD and Adobe Acrobat format of the as-built record drawings.

Task 4 Deliverables

- RFI Responses
- Pay Request Reviews
- Field Orders and/or Contract Modifications

Thompson's West End Park – Launch Ramp Dock & Bulkhead Replacement
City of Washburn, Wisconsin

SmithGroup

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- Site Observation Reports
- Documentation pertaining to shop drawing review records, calculations, change-orders, pay estimates, punchlists, record drawings and electronic files, and substantial completion certificate (optional)

Task 4 Meetings

- Preconstruction
- 2 Site Visits
- Punch List
- Final Inspection

ASSUMPTIONS & OWNER RESPONSIBILITIES

- The City will designate a single representative to act on its behalf for the duration of the project. The City representative shall review documents submitted by SmithGroup and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of SmithGroup's services.
- Permit fees are not included in the SmithGroup's compensation. The City shall pay all permit and review fees.
- Permits have been obtained by City from WiDNR and USACE for the project.
- Submerged land lease documentation (legal survey/boundary and description) and negotiation is not anticipated as part of this project.
- Wetland delineation and Archeological review will be by City if required to comply with State WRAP Permit.

SCHEDULE

The specific schedule will be determined through consultation with the City based on the contract approval timelines and goals with respect to project construction timing. It is the intention of the City to have the project constructed within the 2019 Construction season. Once Survey and Geotechnical Investigation Report have been received, Completion of the Contract Documents (drawings and Project Manual) it is anticipated to require a minimum of 6 – 8 weeks until Advertisement to Bid.

COMPENSATION

The City of Washburn shall compensate SmithGroup for the Scope of Services outlined above for the fixed fee lump sum amounts of \$44,500.00.

Fees noted above include all labor and expenses required to perform the services. Subconsultant services associated with survey and/or geotechnical investigations are included in the preceding compensation.

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

ADDITIONAL SERVICES

Thompson's West End Park – Launch Ramp Dock & Bulkhead Replacement
City of Washburn, Wisconsin

SmithGroup

SMITHGROUP

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon City of Washburn approval of an estimated fee for that effort or, if not agreed otherwise, City of Washburn shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all man hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

USE OF ANY SPECIALIZED EQUIPMENT

SmithGroup may, on occasion, use laser scanning equipment for data gathering purposes. Use of such equipment is for the limited purpose of assisting SmithGroup in processes associated with the delivery of its services and is not a survey or inspection of existing conditions.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Washburn covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of Washburn agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. City of Washburn further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. City of Washburn understands that the Files have been prepared to SmithGroup's criteria and may not conform to (Client's Name) drafting or other documentation standards. City of Washburn understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Washburn that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the City of Washburn will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. City of Washburn understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Washburn will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Washburn agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Washburn.

Under no circumstances shall transfer of Files to City of Washburn be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

Thompson's West End Park – Launch Ramp Dock & Bulkhead Replacement
City of Washburn, Wisconsin

SmithGroup

SMITHGROUP

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, CITY OF WASHBURN AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Washburn acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Washburn acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

March 22, 2019

Date

Date

Thompson's West End Park – Launch Ramp Dock & Bulkhead Replacement
City of Washburn, Wisconsin

SmithGroup

ATTACHMENT "A"

CITY OF WASHBURN

THOMPSON'S WEST END PARK
BOAT LAUNCH BULKHEAD AND DOCK REPAIR



- 1 NEW 8' WIDE CONCRETE SIDEWALK ON SHEETPILE BULKHEAD TO REPLACE EXISTING TIMBER CRIB BULKHEAD
- 2 NEW 8' X 60' TIMBER CRIB COURTESY DOCK TO REPLACE EXISTING TIMBER CRIB DOCK
- 3 RESTORED UPLAND TERRACE WITH INFORMATION KIOSK
- 4 EXISTING LAUNCH RAMPS TO REMAIN

- 5 5' X 50' FIXED/ REMOVABLE COURTESY DOCK
- 6 6'X30' ACCESSIBLE FLOATING COURTESY DOCK
- 7 REPLACE TIMBER BULKHEAD STAGING AREA WITH NEW SHEETPILE BULKHEAD AND CONCRETE
- 8 LOCATION OF NEW ACCESSIBLE PARKING STALL



5

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: Dan Stoltman, Assistant City Administrator

Re: Resolution 019-002

Date: March 15, 2019

As you all know, we received a Recreational Boating Facilities (RBF) grant for the West End Park dock and bulkhead replacement project. Part of that process was to have a resolution from the Council agreeing to seek the assistance of this grant for that project, which we did in passing Resolution 18-013 in October of 2018. However, I was named on the resolution as the one authorized to act on behalf of the City, and now that I am leaving, another will need to be named on the resolution. Therefore, before you is resolution 019-002, which is the same as Resolution 18-013, but with an updated date and year, and Scott Kluver as the authorized individual to act on behalf of the city. This will not change anything to the grant or the project. I recommend the passing this resolution.

**COMMON COUNCIL FOR THE
CITY OF WASHBURN, WISCONSIN**

Resolution No. 019-002

Requesting Assistance from the Wisconsin Waterways Commission for the Repair of the
Thompson's West End Boat Ramp Area

WHEREAS, the Common Council of the City of Washburn hereby requests assistance for the purpose of developing and repairing recreational boating facilities at Thompson's West End Park;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Washburn assembled this 8th Day of April, 2019, has budgeted a sum sufficient to complete the project; and

HEREBY AUTHORIZES, Scott Kluver, City Administrator, to act on behalf of the City of Washburn to submit an application to the Wisconsin Waterways Commission for financial assistance; sign documents; and take necessary action to undertake, direct and complete the approved project; and

BE IT FURTHER RESOLVED, that the City of Washburn will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the Wisconsin Waterways Commission before any change is made in the use of the project site (if applicable).

Adopted by the Common Council for the City of Washburn, Wisconsin this 8th Day of April, 2019.

Richard Avol, Mayor

STATE OF WISCONSIN)
)
COUNTY OF BAYFIELD)

I hereby certify that the foregoing resolution is a true, correct and complete copy of a Resolution #19-002 duly and regularly adopted by the Common Council for the City of Washburn on the 8th day of April, 2019 and that said resolution has not been repealed or amended, and is now in full force and effect.

Scott J. Kluver Administrator/Clerk

6

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: Listing of the Bayfield Street Development Property (Brokedown Palace)
Date: March 27, 2019

Recently, the Council approved listing a property that is for sale with a local realty firm. What was not recommended for approval at that time was the listing of the Brokedown Palace. We have now had time to discuss how that would work. Basically, if the broker brings a buyer to us, and we get through the complete negotiation necessary to approve a sale, the broker would get the commission. There are several names that we have identified that would be exempt from the commission. These are individuals that we have had discussions with and that have had some interest in the building recently.

Enclosed you will find a listing for the property that was drafted for Blue Water Realty. Know that this week, Mr. Anthony Jennings, the realtor that initiated the request to list City properties, is leaving Blue Water Realty to start his own firm. His firm will be Anthony Jennings & Crew Real Estate and be based in Ashland. If the listing went to Anthony Jennings & Crew Real Estate, the provisions would be the same, just the name of the brokerage would change.

Now, at this point we have left the listing of the Hillside property with Blue Water Realty, which is based in Washburn and is operated by Mr. Jon Wheeler. Mr. Wheeler and Mr. Jennings are both respected realtors, and while Blue Water Realty is based in Washburn, Mr. Jennings certainly has Washburn connections as well. I do not wish to play favorites. I do give some consideration that Mr. Jennings was the individual who pursued the listing of the properties. With that, I would recommend that the Council list the Brokedown with Anthony Jennings & Crew Real Estate to give each of them an opportunity. If the Council would like to do something different, that is your choice.

WB-5 COMMERCIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: 204 & 206 W Bayfield St Tax ID 33221
3 _____ in the _____ City _____ of _____ Washburn _____, County of _____ Bayfield _____.

4 Wisconsin. Insert additional description, if any, at lines 320-331 or attach as an addendum per lines 332-337.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-12, and
6 the following items: _____
7 _____
8 _____

9 ■ **NOT INCLUDED IN LIST PRICE:** _____
10 _____
11 _____
12 _____

13 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
14 **lessor. (See lines 182-193).**

15 ■ Seller shall convey the personal property by Bill of Sale, free and clear of all liens and encumbrances except: _____
16 _____
17 _____

18 ■ **LIST PRICE:** _____ One Hundred Ninety-Nine Thousand, Nine Hundred _____ Dollars (\$ 199,900.00).

19 ■ **SELLER AUTHORITY:** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the
20 Property. If Seller is an entity, Seller agrees, within 15 days of the execution of this Listing, to provide the Firm with a
21 copy of document(s) confirming the authority to negotiate the sale of the Property.

22 ■ **ZONING:** Seller represents that the Property is zoned: C3 - Downtown Commercial

23 ■ **ZONING VARIANCES, NONCONFORMING USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the
24 Property is subject to the following special zoning, land use, development restrictions, zoning variances, nonconforming
25 uses or other conditions affecting the Property: _____
26 _____

27 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
28 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-8 during the term
29 of this Listing. The marketing may include: Internet, MLS, and periodical advertising at Broker's
30 discretion.

31 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
32 _____

33 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 231-237 regarding the Firm's
34 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
35 Firm and its agents may market other properties during the term of this Listing.

36 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

37 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: 40% of commission
38 earned . (Exceptions if any): _____
39 _____

40 **COMMISSION** The Firm's commission shall be six per cent (6%) or \$2,000 which ever is greater
41 _____
42 _____

43 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 44 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 - 45 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 - 46 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 - 47 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
 - 48 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
49 the list price and on substantially the same terms set forth in this Listing and the current WB-15 Commercial Offer to
50 Purchase, even if Seller does not accept this buyer's offer. A buyer is ready, willing and able when the buyer
51 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
- 52 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
53 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce
54 judgment.

55 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
56 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

57 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 58 • Under 1) or 2) the total consideration between the parties in the transaction.
- 59 • Under 3) or 4) the list price if the entire Property is involved.
- 60 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
61 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
62 which there was an effective change in ownership or control.
- 63 • Under 5) the total offered purchase price.

64 **NOTE:** If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining
65 Property.

66 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
67 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
68 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
69 offer to purchase or contract.

70 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
71 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
72 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
73 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
74 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

75 **DISCLOSURE TO CLIENTS**

76 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
77 certain duties to all parties to a transaction:

- 78 (a) The duty to provide brokerage services to you fairly and honestly.
- 79 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 80 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
81 unless disclosure of the information is prohibited by law.
- 82 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
83 information is prohibited by law. (See lines 194-197.)
- 84 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
85 confidential information or the confidential information of other parties. (See lines 142-159.)
- 86 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 87 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
88 advantages and disadvantages of the proposals.

89 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
90 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 91 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
92 your transaction, unless you release the firm from this duty.
- 93 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 94 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that
95 are within the scope of the agency agreement.
- 96 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 97 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
98 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is
99 contrary to your interests.

100 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
101 relationship"), different duties may apply.

102 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

103 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
104 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
105 through designated agency, which is one type of multiple representation relationship.

106 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
107 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
108 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
109 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
110 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
111 any of your confidential information to another party unless required to do so by law.

112 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize

113 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 114 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 115 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 116 agent may represent more than one client in a transaction.
 117 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 118 services to more than one client in the transaction.

119 **CHECK ONLY ONE OF THE THREE BELOW:**

- 120 The same firm may represent me and the other party as long as the same agent is not
 121 representing us both. (multiple representation relationship with designated agency)
- 122 The same firm may represent me and the other party, but the firm must remain neutral
 123 regardless if one or more different agents are involved. (multiple representation relationship
 124 without designated agency)
- 125 The same firm cannot represent both me and the other party in the same transaction. (I reject
 126 multiple representation relationships)

127 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 128 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 129 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 130 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 131 **you should ask your firm before signing the agency agreement.**

132 **SUBAGENCY**

133 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 134 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
 135 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
 136 if doing so is contrary to your interests.

137 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 138 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 139 **advisor, or home inspector.**

140 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 141 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

142 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 143 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 144 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 145 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 146 is no longer providing brokerage services to you.

147 The following information is required to be disclosed by law:

- 148 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 194-197).
- 149 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 150 the property or real estate that is the subject of the transaction.

151 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 152 information below (see lines 154-156). At a later time, you may also provide the Firm with other information you
 153 consider to be confidential.

154 **CONFIDENTIAL INFORMATION:** _____
 155 _____
 156 _____

157 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
 158 _____
 159 _____

160 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing
 161 and to have the Property in broom swept condition and free of all debris and personal property except for personal
 162 property belonging to current tenants, sold to buyer or left with buyer's consent.

163 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 164 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 165 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 166 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 167 **lease(s) unless released by tenants.**

168 **DEFINITIONS**

169 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

170 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 171 1) Significantly and adversely affecting the value of the Property;
- 172 2) Significantly reducing the structural integrity of improvements to real estate; or
- 173 3) Presenting a significant health risk to occupants of the Property.

174 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 175 under a contract or agreement made concerning the transaction.

176 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 177 event occurred and by counting subsequent calendar days.

178 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 179 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 180 replaced would significantly shorten or adversely affect the expected normal life of the premises.

181 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

182 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 183 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 184 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated
 185 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
 186 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
 187 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or
 188 fitted floor coverings; awnings; attached antennas and satellite dishes, audio/visual wall mounting brackets (but not the
 189 audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems
 190 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground
 191 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
 192 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

193 **CAUTION: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures.**

194 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 195 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 196 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 197 affects or would affect the party's decision about the terms of such a contract or agreement.

198 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in
 199 interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents,
 200 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 201 corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or
 202 owned by buyer, in whole or in part whether created before or after expiration of this Listing.

203 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

204 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 205 this Listing:

- 206 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 207 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 208 terms upon which the buyer might acquire an interest in the Property; or
- 209 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 210 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 211 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 212 301-311) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
 213 follows:
 - 214 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 215 individuals in the Listing; or,
 - 216 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
 217 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 219 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 220 lines 298-302.

221 **SELLER DISCLOSURE REPORT** Seller agrees to complete the disclosure report provided by the Firm to the best of
222 Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of the report
223 but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the report to
224 all interested parties and their agents inquiring about the Property. Seller acknowledges that the Firm and its agents
225 have a duty to disclose all Material Adverse Facts as required by law.

226 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
227 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on Seller's disclosure
228 report or written response.

229 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
230 **DAMAGES AND COSTS.**

231 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
232 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
233 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
234 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
235 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
236 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
237 who view the Property with Seller during the term of this Listing.

238 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
239 agents will work and cooperate with other firms in marketing the Property, including firms acting as subagents (other
240 firms engaged by the Firm - see lines 132-136) and firms representing buyers. Cooperation includes providing access to
241 the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note any firms
242 with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and
243 the specific terms of offers which should not be submitted to Seller:
244 _____

245 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
246 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
247 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
248 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

249 The following other buyers William Esposito Jr, Dan Hudson, Lawrence Wiland, Mark Johnson, Josiah
250 Cantrall are excluded from this Listing until April 30, 2020

251 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
252 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

253 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
254 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
255 lines 256-275.

256 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
257 named at line 258 or 259.

258 Seller's recipient for delivery (optional): Attorney Max Lindsey
259 Firm's recipient for delivery (optional): Anthony Jennings or staff at AIJennings Real Estate

260 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
261 Seller: (_____) Firm: (_____)

262 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
263 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 258 or
264 259, for delivery to the party's delivery address at line 268 or 269.

265 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
266 party, or to the party's recipient for delivery if named at line 258 or 259 for delivery to the party's delivery address at line
267 268 or 269.

268 Delivery address for Seller: _____

269 Delivery address for Firm: _____

270 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at
271 line 274 or 275. If this is a consumer transaction where the property being purchased or the sale proceeds are used
272 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
273 consented electronically as required by federal law.

274 E-Mail address for Seller: mlinsey@ncis.net

275 E-Mail address for Firm: anthony@aijennings.com

276 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 277 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 278 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 279 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

280 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 281 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 282 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code
 283 Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total
 284 liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash
 285 advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall
 286 be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This
 287 payment to the Firm shall not terminate this Listing.

288 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 289 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 290 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 291 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 292 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 293 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
 294 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being
 295 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections
 296 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines
 297 320-331 or in an addendum per lines 332-337.

298 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 299 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 300 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 301 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 302 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 303-311).

303 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 304 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 305 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 306 commission amount or shorten the term of this Listing, without the written consent of the agent(s) supervising broker. Seller
 307 and the Firm agree that any termination of this Listing by either party before the date stated on line 339 shall be
 308 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 253-275 and effective
 309 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 253-275.

310 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 311 **potentially be liable for damages.**

312 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 313 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 314 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 315 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 316 that the parties add such in Additional Provisions or in an Addendum.

317 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 318 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 319 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

320 **ADDITIONAL PROVISIONS**
321 All offers must be approved by Washburn City council.

322
323 All negotiations on the proposed sale, including but not limited to price, building
324 design, and proposed site plans, shall occur directly between the potential buyer and the
325 City Administrator and need not occur through the Listing Agent.

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332 **ADDENDA** The attached addenda Seller's Disclosure Report - Commercial, BWR Listing Addendum

333
334
335
336
337 _____ is/are made part of this Listing.

338 **TERM OF THE CONTRACT** From the 18th day of March, 2019,
339 up to the earlier of midnight of the 30th day of April, 2020, or the
340 conveyance of the entire Property.

341 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
342 **THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
343 **INCORPORATED INTO THE LISTING.**

344 All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

345
346 Seller Entity Name (if any) Print Name ▲

347 (x) _____
348 Authorized Signature ▲ Date ▲
349 Print Name & Title)

350
351 Seller Entity Name (if any) ▲

352 (x) _____
353 Authorized Signature ▲ Date ▲
354 Print Name & Title)

355 (x) _____
356 Seller's Signature ▲ Print Name | **Scott Kluver** Date ▲

357 (x) _____
358 Seller's Signature ▲ Print Name | Date ▲

359 (x) _____
360 Seller's Signature ▲ Print Name | Date ▲

361 (x) _____
362 Seller's Signature ▲ Print Name | Date ▲

363 **Blue Water Realty**
364 Firm Name ▲

365 (x) _____
366 Agent's Signature ▲ Print Name | **Anthony I Jennings** Date ▲

WISCONSIN REALTORS® ASSOCIATION
 4801 Forest Run Road
 Madison, Wisconsin 53704

Blue Water Realty Ashland
 Page 1 of 4

SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 204 W Bayfield St IN THE _____ (CITY) (VILLAGE) (TOWN) OF Washburn, COUNTY OF Bayfield STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY AS OF March (MONTH) 18 (DAY) 2019 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.
- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.
- A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects in part of the plumbing system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B9. Explanation of "yes" responses	<p><i>Electrical, plumbing, & HVAC systems would likely need replacement. A structural report is available on the property. The client is in full up to code.</i></p>		

C. ENVIRONMENTAL

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C9. Explanation of "yes" responses	<u>Environmental report is available on the property. There is asbestos indicated in the report.</u>		

D. STORAGE TANKS

	YES	NO	N/A
D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Explanation of "yes" responses	<u>Fuel tank on the property. Condition unknown.</u>		

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. Are you aware that remodeling was done that may increase the property's assessed value?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Explanation of "yes" responses	<u>Roof was replaced.</u>		

F. LAND USE

	YES	NO	N/A
F1. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of conservation easements on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|-------------------------------------|
| F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. <u>Use Value.</u> | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Is all or part of the property subject to or in violation of a farmland preservation agreement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Explanation of "yes" responses _____ | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|-------------------------------------|
| G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G10. Are you aware of leased parking? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G11. Are you aware of other defects affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G12. The owner has owned the property for <u>2</u> years. | | | |
| G13. Explanation of "yes" responses _____ | | | |

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

OWNER'S CERTIFICATION

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): City of Washburn

Name & Title of Authorized Representative Signing for Entity: Scott Kluver, Administrator

Authorized Signature for Entity: [Signature] Date 03/19/19

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Prospective buyer _____ Date _____

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 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
 This report form does not satisfy Wis. Stat. chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units or vacant land.

WRA-S
WISCONSIN
REALTORS®
ASSOCIATION
4801 Forest Run Road, Madison, WI 53704-3289

Blue Water Realty Ashland

BROKER: Blue Water Realty

SELLER'S CLOSING STATEMENT

Property Address 204 W Bayfield St, Washburn WI 54891-1133 Date March 18, 2019

Buyer _____ Seller Scott Kluver

Social Security No. _____ Social Security No. _____

Buyer _____ Seller _____

Social Security No. _____ Social Security No. _____

Buyer's Address _____ Seller's Address _____

Date of Sale Contract _____ Date of Closing _____

Purchase Price: \$ 199,900.00

SELLER'S STATEMENT

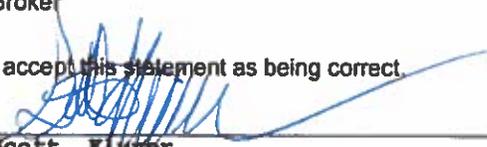
Total Cash Due From Buyer	\$ <u>199,900.00</u>	
Earnest Money Deposit	_____	
Total Due Seller Before Disbursements		\$ <u>199,900.00</u>

DISBURSEMENTS:

Abstract/Title Policy: _____	<u>703.00</u>	
Wisconsin Transfer Fee: <u>X.003</u>	<u>600.00</u>	
Special Assessments: <u>Letter</u>		
_____	<u>25.00</u>	
Recording Fees: _____	<u>30.00</u>	
Brokerage Fee: _____	<u>11,994.00</u>	
Mortgage or Land Contract Payoffs: _____	<u>0.00</u>	
_____	<u>0.00</u>	
Attorney Fees: _____		
Delinquent Taxes: _____		
Other <u>Title Company closing fee</u>	<u>150.00</u>	
<u>Title Insurance Gap Coverage</u>	<u>150.00</u>	
<u>Document preparation</u>	<u>85.00</u>	
<u>Delivery service charge if mortgaged*</u>		
*****THIS IS AN ESTIMATE ONLY*****		
Total Disbursements		<u>13,737.00</u>

Net Balance Due Seller \$ 186,163.00

Blue Water Realty
Broker

I accept this statement as being correct.


Scott Kluver

Seller Seller

WISCONSIN REALTORS® ASSOCIATION, 4801 Forest Run Road, Madison, WI 53704, Phone (608) 241-2047 Fax (608) 241-5188

Blue Water Realty Ashland, 106 Main St W, Ashland WI 54806
Phone: 7152096841 Fax: 7152926780

Anthony Jennings

City of Washburn

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Anthony I. Jennings

106 Main Street W
Ashland, WI 54806
715-209-6841

anthony@aijennings.com
bwrtony.com



Listing Proposal – 204 & 206 W. Bayfield Street

Suggested List Price \$199,900

Prime Commercial & Residential Space in the Heart of Washburn’s City Center!
Historic building with glass storefront provides captivating opportunities for marketing this space. Locals & visitors alike pass by these store fronts frequently if not daily. In addition to **customized signage**, unique & professional, eye-catching **staging** will draw attention and entice entrepreneurs. Fun and interactive video marketing will highlight the option to live & work in Washburn.

The upper level offers residential development opportunities with a Lake Superior view.

Commission is 6% or \$2000.00, whichever is greater.

204 & 206 W Bayfield St Old Brokedown Palace



Anthony I. Jennings
Broker/Associate

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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^{SK}, Administrator
Re: Army Corps of Engineers Section 154 Grant Request Submissions
Date: March 26, 2019

First, I am well aware that policy requires that I have Council approve grant submission requests that require \$10,000 or more of local match. Given that I had three days to submit the requests to the Army Corps of Engineers, as evidenced by the enclosed e-mail, I am bringing this to the Council after the fact. I hope you understand the circumstances, and if you disapprove of any of the projects that were submitted, they can be pulled.

Enclosed you will find very simple summaries of the three projects that I have requested funding for. These projects are all utility related. One of the projects is economic development based and is necessary to allow the Washburn Iron Works to expand. The other two are known faults in our utility distribution system and replacement is necessary to prevent future damage to private property.

The 154 program requires a minimum of 25 percent match to any grant. There are methods to accommodate the match for the Iron Works project; however, the other two projects would require a substantial portion of dollars from the utilities to complete or in the Bayfield Street scenario, require a loan be taken out. Such a loan could impact utility and/or tax rates depending on how it was structured.

I am asking that the Council approve these projects for submission. I believe that they fall within the parameters of projects that this program has historically funded and we can demonstrate that there is a need for all of these projects to be completed in the next couple years. Please let me know if you have questions on these particular projects or the 154 Program.

City of Washburn 154 Project Requests

March 22, 2019

Project #1: Sewer Main Relocation for Washburn Iron Works Expansion Project \$216,045.90 – The Washburn Iron Works has approached the City with a desire to expand their facility, however; in order to do the expansion an 15 inch sewer main must be relocated to accommodate the project. Engineering on this project, which was last reviewed in February of 2018, puts an estimate of \$216,045.90 on this project. This additional cost to the Washburn Iron Works makes their project financially unviable at this time and the project would not generate enough tax increment dollars to cover the entire cost of the project. With additional funding, provided, the project would be viable and the sewer relocation, along with the business expansion, could proceed. By allowing the sewer main to be relocated, the Washburn Iron Works could modernize their facility, increase production which in turn could increase jobs, and provide a modest boost to the tax base. Engineering documentation is attached.

Project #2: Water and Sewer Main Replacement in the 200 Block of West Pine Street \$270,000 – This issue on this street is that the 10 - inch clay sewer line has developed a bow which collects sediments causing backups and property damage during high flows. This issue was discovered in 2018 during televising cleaning to address backup issues that were occurring. Due to the age of the water main on this block (pre 1960), it is recommended that line be replaced at the same time. Repair of this block would eliminate sewer back-ups and private property damage. Project estimate is based on estimated costs used in the 900 Block of West Bayfield Street figuring 450 feet of replacement at \$600 per linear foot.

Project #3: Water and Sewer Main Replacement in the 900 Block of West Bayfield Street \$695,690 – There is an alternate price of \$284,290 to just do the water line for this block. In the past two years, there have been three significant breaks of the water line in this block. The last break, which occurred in March of 2019, caused flooded basements and damage to several residential properties on this block. Photos are attached. The water line is a very old cast iron line, and is in need of replacement as it is a pre-1950 line. It would be replaced with an 8-inch ductile iron line which would be insulated with new services to the adjacent properties. As this street is also a state highway, the costs are high to accommodate for detours and street reconstruction standards. Ideally, the sewer main should be replaced at the same time as it is very old and in need of replacement as well. Preliminary engineering figures are attached.

Respectfully Submitted,

Scott J. Kluver, Administrator

City of Washburn

715-373-6160 Ext. 4

washburnadmin@cityofwashburn.org

washburnadmin@cityofwashburn.org

From: Powell, Paul A CIV USARMY CELRE (USA) <Paul.A.Powell@usace.army.mil>
Sent: Tuesday, March 19, 2019 2:50 PM
To: washburnadmin@cityofwashburn.org
Subject: FY20 Workplan

Hi Scott,

Looks like the workplan call for the next FY came earlier than usual. Do you have any projects you'd like to submit for next year? We'd receive the actual funds around January of 2020. Let me know if you have something for submittal. Scope, problem statement and estimate helpful. Sorry for the late notice, need to have it by close of business Friday if at all possible.

Thanks

Paul Powell
Project Manager
US Army Corps of Engineers
Detroit District
313-226-2094

washburnadmin@cityofwashburn.org

From: Washburn Utilities <city114@centurytel.net>
Sent: Thursday, March 21, 2019 10:04 AM
To: washburnadmin@cityofwashburn.org
Cc: dpw@cityofwashburn.org
Subject: FW: Main Street - 10th Ave W to 9th Ave W
Attachments: Main Street_900 Block_Preliminary Estimate.pdf; Bayfield St. water main break.jpeg; Defoe pics3.jpg; Defoe pics2.jpg

Scott,

Here is the preliminary for the Bayfield Street project. He did it both ways, complete utilities/street re-construction and just replacement of the 8 inch cast iron main and services. At this point I would suggest just replacing the watermain due to the projected cost and hopefully some day we can do the rest in conjunction with a state highway project. If we still want to include the Pine street block, we can figure on around \$500-\$600 per linear foot for total re-construction. I will measure this out to give us a better figure today.

I included some photos of the Bayfield Street main break and property damage it caused on March 10, 2019. Also note it broke approx. 30 feet east of here on Dec. 31, 2017 and just down from there it was fixed in 2016 with another break prior that we know of. Old cast iron mains are prone to these types of breaks due to age and not being able to withstand ground movement mainly in the winter months. The main is believed to be from the 1950s and it is recommended to replace it at a deeper depth with a new ductile iron 8 inch main and insulated with new services to the property line.

The Pine street sewer and water line replacement is recommended because the 10 inch clay sewer has settled creating a belly in the line which collects sediments causing backups and property damage during high flow situations. The line was cleaned and televised due to the backup problems in the fall of 2018 when this was discovered. The 6 inch water main is also in need of replacement along with the street since the utilities were all put in together prior to the 1960s. The exact date is not sure.

Let me know if you need anything else. I will get you a better cost estimate on Pine street when I can get a measurement.

Joel

From: Brian Chapman <brian.chapman@cedarcorp.com>
Sent: Wednesday, March 20, 2019 3:43 PM
To: Joel Weber (city114@centurytel.net) <city114@centurytel.net>
Cc: Russ Kiviniemi <russ.kiviniemi@cedarcorp.com>
Subject: Main Street - 10th Ave W to 9th Ave W

Good Afternoon Joel,

First of all, thank you for contacting us with this request. We hope this will be the beginning of a long lasting relationship between the City of Washburn and Cedar Corporation.

Please find attached estimates and exhibits for Main Street from 10th Ave W to 9th Ave W. You said the 900 block, correct? If this is not the correct block please let us know.

That block is approximately 650 feet long, which is almost double what we assumed for a typical block. The existing street wide is approximately 49 feet from back of curb to back of curb, which is also a quite a bit wider than a normal street width. We are sure that's because it's State Hwy 13 with parallel parking on both sides. And there's existing

concrete under the asphalt. We just wanted to mention those details, because that greatly effects the estimated per lineal foot costs we have previously discussed.

We have included two estimates:

1. Watermain replacement project with associated pavement replacement
2. Total street and utility reconstruction project.

We made a lot of assumptions due to being such a preliminary estimate and not knowing the City of Washburn's construction practices. Take a look at the estimates, critique our assumptions and numbers. The estimates can be easily revised.

Please contact me with any questions or comments.

Thanks,

Brian Chapman

Senior Technician / Project Manager

Cedar Corporation

604 Wilson Avenue | Menomonie | WI | 54751

Office: 715-235-9081 | TF: 800-472-7372

Cellular: 715-456-1565

brian.chapman@cedarcorp.com

www.cedarcorp.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at <http://www.cedarcorp.com/disclaimer> for more details.

**PRELIMINARY OPINION OF PROBABLE COST
MAIN STREET - 10TH AVE W TO 9TH AVE W
CITY OF WASHBURN**

CEDAR CORPORATION
JOB #: 5689-
DATE: 3/20/2019
ESTIMATE PREPARED BY: BDC



PROJECT SEGMENT	COST
WATERMAIN REPLACEMENT PROJECT	\$284,290.00
TOTAL STREET RECONSTRUCTION PROJECT	\$695,690.00

**PRELIMINARY OPINION OF PROBABLE COST
 MAIN STREET - 10TH AVE W TO 9TH AVE W
 - WATERMAIN REPLACEMENT -
 CITY OF WASHBURN**

CEDAR CORPORATION
 JOB #: 5689-
 DATE: 3/20/2019
 ESTIMATE PREPARED BY: BDC



WATERMAIN

ASSUMPTIONS:

- REPLACE EX. 8" CAST WATERMAIN WITH 8" DI WATERMAIN
- NO GROUNDWATER, ROCK OR UNSUITABLE SOILS

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
8" WATERMAIN, DI	L.F.	650	\$45.00	\$29,250.00
6" WATERMAIN, DI	L.F.	40	\$45.00	\$1,800.00
8" GATE VALVE	EACH	6	\$1,800.00	\$10,800.00
6" GATE VALVE	EACH	2	\$1,500.00	\$3,000.00
HYDRANT	EACH	2	\$4,000.00	\$8,000.00
1" WATER SERVICE, COPPER (NEAR SIDE)	L.F.	175	\$30.00	\$5,250.00
HDD 1" WATER SERVICE, COPPER (FAR SIDE)	L.F.	175	\$60.00	\$10,500.00
1" CORPORATION STOP	EACH	10	\$200.00	\$2,000.00
1" CURB STOP	EACH	10	\$300.00	\$3,000.00
MAINTAIN WATER SERVICE	L.S.	1	\$5,000.00	\$5,000.00
CONNECT TO EXISTING MAIN	EACH	6	\$1,000.00	\$6,000.00
INSULATION, 4"	S.F.	500	\$5.00	\$2,500.00
SUBTOTAL				\$87,100.00
CONTINGENCY (10%)				\$8,710.00
ENGINEERING (15%)				\$14,370.00
TOTAL WATERMAIN				\$110,180.00
			COST PER FOOT	\$169.51

STREET CONSTRUCTION

ASSUMPTIONS:

- REPLACE 15' WIDE WATERMAIN TRENCH
- CURB & GUTTER / WALK REPLACEMENT AT SERVICES
- 6" HMA, 9" BASE, 12" SUBBASE
- NO GROUNDWATER, ROCK OR UNSUITABLE SOILS

650 FT. LONG
15 FT. WIDE (AVERAGE TRENCH WIDTH)

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
REMOVE ASPHALTIC PAVEMENT	S.Y.	1200	\$2.00	\$2,400.00
REMOVE CONCRETE PAVEMENT	S.Y.	1200	\$5.00	\$6,000.00
REMOVE CURB & GUTTER	L.F.	150	\$3.00	\$450.00
REMOVE CONCRETE	S.Y.	200	\$5.00	\$1,000.00
COMMON EXCAVATION	C.Y.	1000	\$10.00	\$10,000.00
GEOTEXTILE FABRIC, TYPE SAS	S.Y.	1400	\$2.00	\$2,800.00
12" GRANULAR SUBBASE	C.Y.	500	\$30.00	\$15,000.00
9" BASE COURSE, RDWY	C.Y.	400	\$25.00	\$10,000.00
6" BASE COURSE, SIDEWALK / DRIVEWAY	C.Y.	180	\$30.00	\$5,400.00
HMA BINDER, 3"	S.Y.	1200	\$15.00	\$18,000.00
HMA SURFACE, 3"	S.Y.	1200	\$15.00	\$18,000.00
30" CONCRETE BARRIER CURB AND GUTTER	L.F.	150	\$12.00	\$1,800.00
CONCRETE SIDEWALK, 4"	S.F.	3600	\$5.00	\$18,000.00
ADJUST VALVE BOX	EA	8	\$200.00	\$1,600.00
ADJUST MANHOLE CASTING	EA	5	\$300.00	\$1,500.00
FULL DEPTH SAWCUT	L.F.	1500	\$5.00	\$7,500.00
SIGNAGE & PAVEMENT MARKING	L.S.	1	\$2,500.00	\$2,500.00
TRAFFIC CONTROL RESTORATION	L.S.	1	\$10,000.00	\$10,000.00
RESTORATION	S.Y.	1000	\$2.50	\$2,500.00
SUBTOTAL				\$134,450.00
GEOTECHNICAL EXPLORATION				\$3,500.00
CONTINGENCY (10%)				\$13,450.00
ENGINEERING (15%)				\$22,710.00
TOTAL STREET CONSTRUCTION				\$174,110.00
COST PER FOOT				\$267.86
TOTAL OPINION OF PROBABLE PROJECT COST				\$284,290.00

**PRELIMINARY OPINION OF PROBABLE COST
 MAIN STREET - 10TH AVE W TO 9TH AVE W
 - TOTAL STREET RECONSTRUCTION -
 CITY OF WASHBURN**

CEDAR CORPORATION
 JOB #: 5689-
 DATE: 3/20/2019
 ESTIMATE PREPARED BY: BDC



SANITARY SEWER

ASSUMPTIONS:

- 8" SANITARY SEWER, PVC
- NO GROUNDWATER, ROCK OR UNSUITABLE SOILS

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
8" SANITARY SEWER, PVC	L.F.	650	\$35.00	\$22,750.00
SANITARY MANHOLE, TYPE I	V.F.	30	\$250.00	\$7,500.00
SANITARY CASTING, TYPE J	EACH	3	\$550.00	\$1,650.00
8"x4" WYE	EA.	10	\$150.00	\$1,500.00
4" SERVICE LATERALS, PVC	L.F.	350	\$35.00	\$12,250.00
TRACER WIRE ACCESS BOX	EACH	10	\$100.00	\$1,000.00
CONNECT TO EXISTING SANITARY	EACH	6	\$500.00	\$3,000.00
TELEVISIONING	L.F.	650	\$2.00	\$1,300.00
SUBTOTAL				\$50,950.00
CONTINGENCY (10%)				\$5,100.00
ENGINEERING (15%)				\$8,410.00
TOTAL SANITARY SEWER				\$64,460.00
			COST PER FOOT	\$99.17

WATERMAIN

ASSUMPTIONS:

- REPLACE EX. 8" CAST WATERMAIN WITH 8" DI WATERMAIN
- NO GROUNDWATER, ROCK OR UNSUITABLE SOILS

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
8" WATERMAIN, DI	L.F.	650	\$45.00	\$29,250.00
6" WATERMAIN, DI	L.F.	40	\$45.00	\$1,800.00
8" GATE VALVE	EACH	6	\$1,800.00	\$10,800.00
6" GATE VALVE	EACH	2	\$1,500.00	\$3,000.00
HYDRANT	EACH	2	\$4,000.00	\$8,000.00
1" WATER SERVICE, COPPER	L.F.	350	\$30.00	\$10,500.00
1" CORPORATION STOP	EACH	10	\$200.00	\$2,000.00
1" CURB STOP	EACH	10	\$300.00	\$3,000.00
MAINTAIN WATER SERVICE	L.S.	1	\$5,000.00	\$5,000.00
CONNECT TO EXISTING MAIN	EACH	6	\$1,000.00	\$6,000.00
INSULATION, 4"	S.F.	500	\$5.00	\$2,500.00
SUBTOTAL				\$81,850.00
CONTINGENCY (10%)				\$8,190.00
ENGINEERING (15%)				\$13,510.00
TOTAL WATERMAIN				\$103,550.00
COST PER FOOT				\$159.31

STORM SEWER

ASSUMPTIONS:

- NO GROUNDWATER, ROCK OR UNSUITABLE SOILS

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
12" STORM SEWER, RCP	L.F.	600	\$40.00	\$24,000.00
15" STORM SEWER, RCP	L.F.	200	\$45.00	\$9,000.00
STORM MH, TYPE II	V.F.	20	\$450.00	\$9,000.00
STORM INLET, TYPE III	V.F.	40	\$400.00	\$16,000.00
STM MH CASTING	EACH	4	\$550.00	\$2,200.00
INLET CASTING	EACH	8	\$500.00	\$4,000.00
CONNECT TO EXISTING STORM	EACH	2	\$1,000.00	\$2,000.00
DRAINTILE WITH WASHED STONE, 4"	L.F.	1300	\$5.00	\$6,500.00
TELEVISION	L.F.	800	\$2.00	\$1,600.00
SUBTOTAL				\$74,300.00
CONTINGENCY (10%)				\$7,430.00
ENGINEERING (15%)				\$12,260.00
TOTAL STORM SEWER				\$93,990.00
COST PER FOOT				\$144.60

STREET CONSTRUCTION

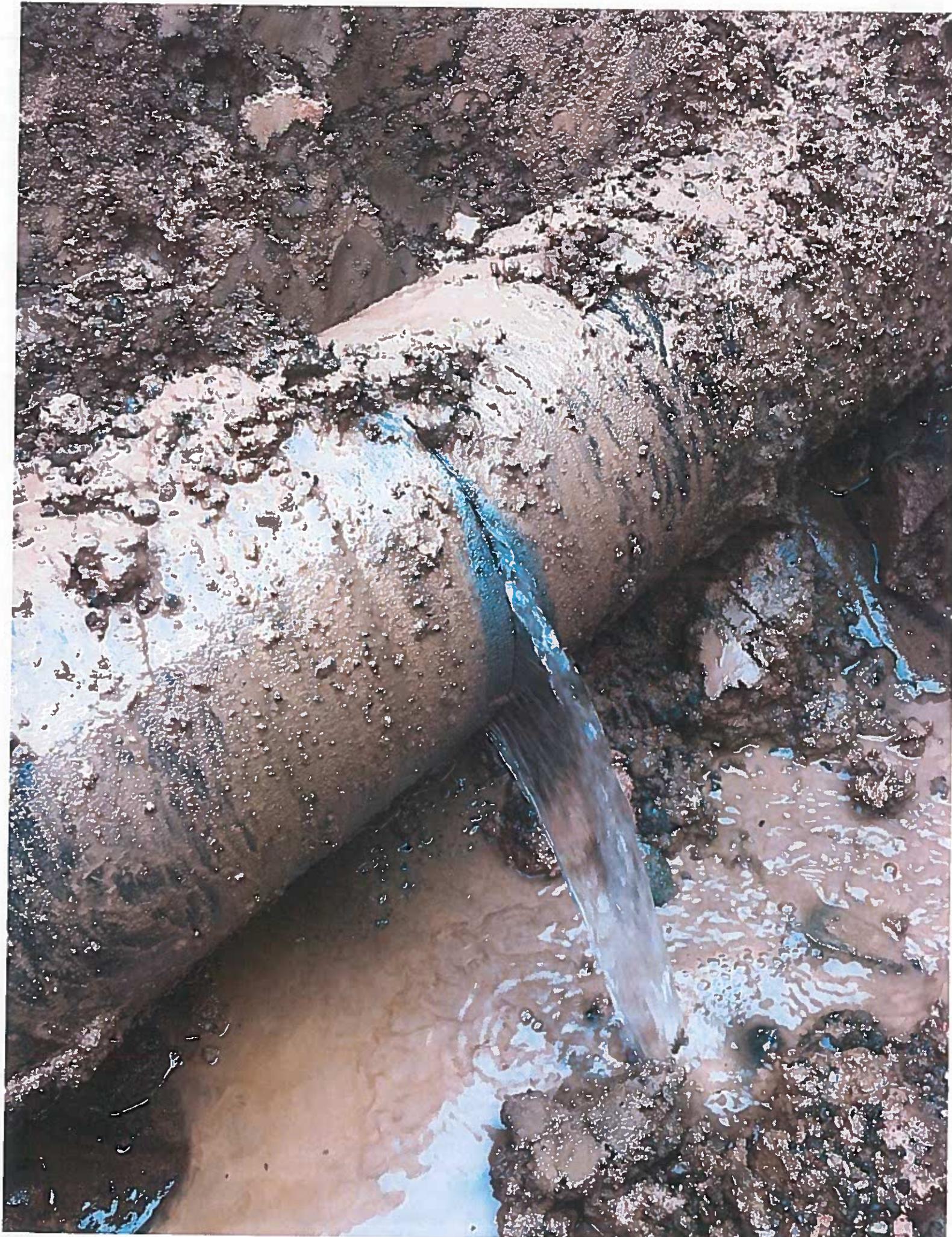
ASSUMPTIONS:

- URBAN 49' B-B 30" BARRIER CURB & GUTTER
- SIDEWALK BOTH SIDES
- 6" HMA, 9" BASE, 12" SUBBASE
- NO GROUNDWATER, ROCK OR UNSUITABLE SOILS

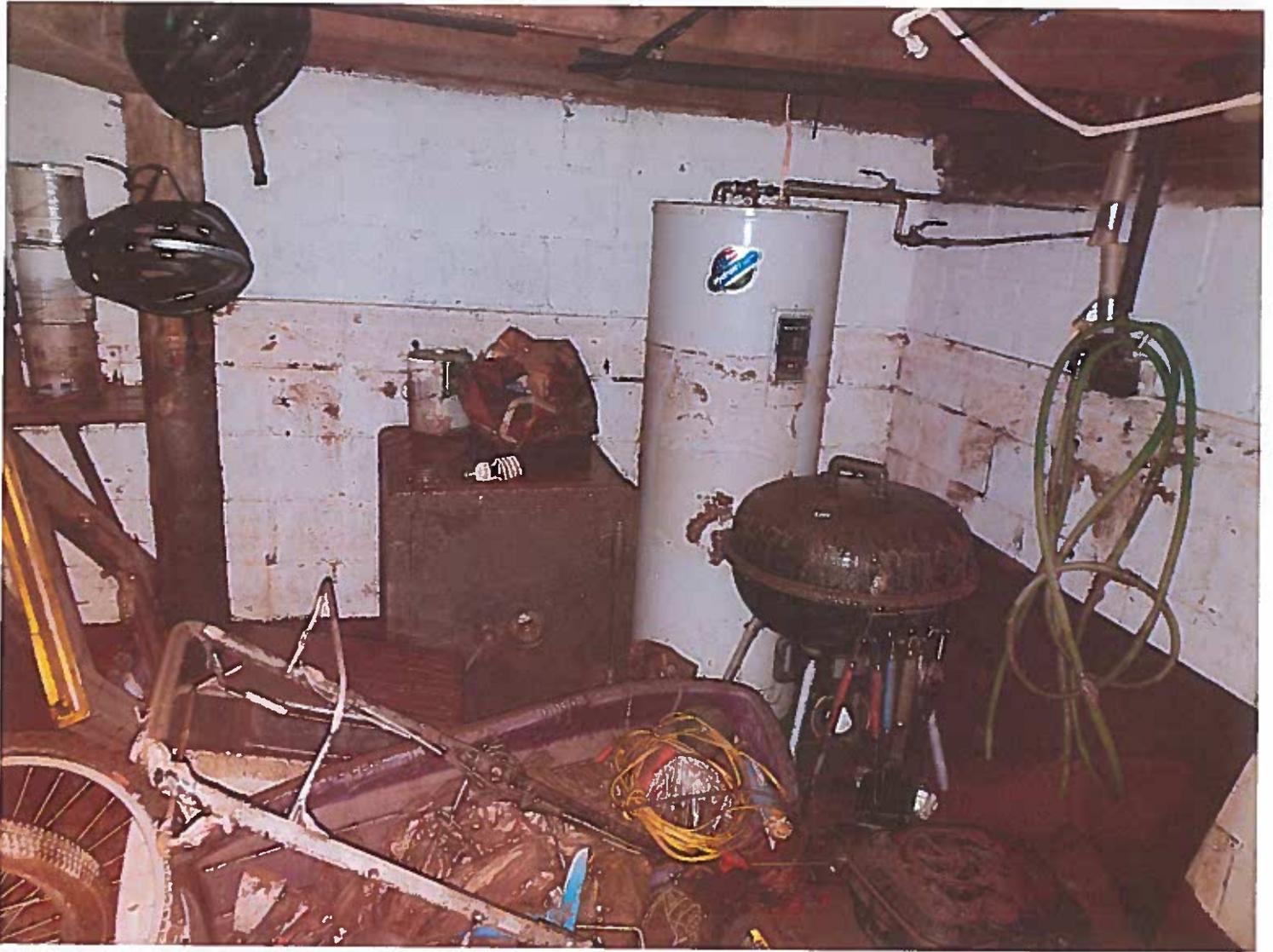
650 FT. LONG
49 FT. WIDE (AVERAGE)

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
CLEARING & GRUBBING	L.S.	1	\$1,000.00	\$1,000.00
REMOVE ASPHALTIC PAVEMENT	S.Y.	3200	\$2.00	\$6,400.00
REMOVE CONCRETE PAVEMENT	S.Y.	3200	\$5.00	\$16,000.00
REMOVE CURB & GUTTER	L.F.	1300	\$3.00	\$3,900.00
REMOVE CONCRETE	S.Y.	600	\$5.00	\$3,000.00
COMMON EXCAVATION	C.Y.	2700	\$10.00	\$27,000.00
GEOTEXTILE FABRIC, TYPE SAS	S.Y.	3700	\$2.00	\$7,400.00
12" GRANULAR SUBBASE	C.Y.	1300	\$15.00	\$19,500.00
9" BASE COURSE, RDWY	C.Y.	1000	\$25.00	\$25,000.00
6" BASE COURSE, SIDEWALK / DRIVEWAY	C.Y.	200	\$30.00	\$6,000.00
HMA BINDER, 3"	S.Y.	3200	\$15.00	\$48,000.00
HMA SURFACE, 3"	S.Y.	3200	\$15.00	\$48,000.00
ADJUST VALVE BOX	EA	8	\$200.00	\$1,600.00
ADJUST MANHOLE CASTING	EA	7	\$300.00	\$2,100.00
30" CONCRETE BARRIER CURB AND GUTTER	L.F.	1300	\$12.00	\$15,600.00
CONCRETE SIDEWALK, 4"	S.F.	6500	\$5.00	\$32,500.00
CONCRETE SIDEWALK / DRIVEWAY, 6"	S.F.	8400	\$6.00	\$50,400.00
AGGREGATE TRACKING PAD	C.Y.	80	\$30.00	\$2,400.00
SILT FENCE	L.F.	1000	\$2.00	\$2,000.00
INLET PROTECTION	EA	8	\$200.00	\$1,600.00
FULL DEPTH SAWCUT	L.F.	500	\$5.00	\$2,500.00
SIGNAGE & PAVEMENT MARKING	L.S.	1	\$5,000.00	\$5,000.00
TRAFFIC CONTROL	L.S.	1	\$10,000.00	\$10,000.00
RESTORATION	S.Y.	1100	\$2.50	\$2,750.00
SUBTOTAL				\$339,650.00
GEOTECHNICAL EXPLORATION				\$3,500.00
CONTINGENCY (10%)				\$33,970.00
ENGINEERING (15%)				\$56,570.00
TOTAL STREET CONSTRUCTION				\$433,690.00
			COST PER FOOT	\$667.22
TOTAL OPINION OF PROBABLE PROJECT COST				\$695,690.00









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**CITY OF WASHBURN
BARTENDER LICENSES
July 1, 2018 thru June 30, 2020**

Approved 5/14/18 #20-01 thru #20-07	Approved 6/11/18 #20-08 thru #20-14	Provisional Approved 6/7/18 #20-15 expires 8/6/18	Provisional Approved 6/18/18 #20-16 Thru #20-31 6/18/18 expire 8/17/18.		Provisional Approved 6/20/18 #20-32 expires 8/19/18.	Provisional Approved 6/21/18 #20-33 & #20-34 expire 8/20/18.	
Approved 7/9/18 #20-15 thru #20- 34.	Provisional Approved 7/4/18 #20-35 & #20-36 expire 9/2/18.	Provisional Approved 7/5/18 #20-37 & #20-38 expire 9/3/18.	Provisional Approved 7/20/18 #20-39 thru #20-41 expire 9/18/18		Approved 8/20/18 #20-35 thru #20- 41.	Provisional Approved 8/14/18 #20-42 expires 10/13/18.	
Provisional Approved 8/21/18 #20-43 expires 10/20/18.	Approved 9/10/18 #20-42 & #20-43	Provisional Approved 9/27/18 #20-44 & #20-45 expire 11- 26-18	Provisional Approved 9/28/18 #20-46 expires 11/27/18		Provisional Approved 10/9/18 #20-47 & #20-48 expires 12/8/18	Provisional Approved 10/26/18 #20-49 expires 12/25/18	
Approved 11/12/18 #20-44 thru #20-49	Provisional Approved 12/7/18 #20-50 expires 2/5/19	Approved 1/14/19 #20-50	Provisional Approved 1/25/19 #20-51 expire 3/26/19		Provisional Approved 1/28/19 #20-52 expires 3/29/19	Approved 2/11/19 #20-51 & #20-52	P I C K E D
Provisional Approved 1/31/19 #20-53 expires 4/1/19	Provisional Approved 2/9/19 #20-54 expires 4/10/19	Approved 3/11/19 #20-53 & #20-54	Provisional Approved #20-55 3/22/19 expires 5/21/19		Pending Approval 4/8/19 #20-55		
LAST NAME	FIRST NAME	MIDDLE NAME	MAIDEN OR PREVIOUS NAME	P A I D	PLACE OF BUSINESS	RENEWAL OR NEW LICENSE	U P
Kelly	Bridget	Marie		X	Patsy's Bar	Renewal #20-01	X
Yonan	Steven	Michael		X	Patsy's Bar	Renewal #20-02	X
Waite	Maria	Magdalena		X	Roaming	Renewal #20-03	X
Dunham	William	Clarence		X	Midland	Renewal #20-04	X
Holman	Eric	Alan		X	Holiday	Renewal #20-05	X
Gibb	Joseph	Claus		X	A Nickel's Worth	Renewal #20-06	X
Berg	Patricia	Jeanne		X	Roaming	Renewal #20-07	X
Swiston	Jeffrey	Joseph		X	Roaming	Renewal #20-08	X
Doris	Michelle	Elizabeth		X	Roaming	Renewal #20-09	X
McCreery	Sara	Elizabeth		X	Roaming	Renewal #20-10	X
Kitzmilller	David	Michael		X	Firehouse Bar	Renewal #20-11	X
Wygonik	Rebecca	Ann		X	Roaming	Renewal #20-12	X
Krysh	Jeffrey	Peter		X	The Snug	Renewal #20-13	X
Ritter	Jason	Earl		X	South Shore Brew	Renewal #20-14	X
Kozitaz	Jill	M	Wedge	X	Midland Services	Provisional #20-15 New #20-15	X X
McGee	Nicholas	Tracy		X	South Shore Brew	Provisional #20-16 New #20-16	X X
Vitek	Nicholas	Alan		X	Holiday	Provisional #20-17 New #20-17	X X
Hill	Ann	Marie	Huybrecht	X	Roaming	Provisional #20-18 New #20-18	X X

Ledin, Jr.	James	Marlin		X	Roaming	Provisional #20-19 New #20-19	X X
Warren	Marion	Lee	Simonson	X	Roaming	Provisional #20-20 New #20-20	X X
Johnson	Audra	Marie	Jack-Martin	X	Hanson IGA	Provisional #20-21 New #20-21	X X
Arnao	Ethan	Errett		X	Hanson IGA	Provisional #20-22 New #20-22	X X
Potter	Donna	Marie	Wallner	X	Hanson IGA	Provisional #20-23 New #20-23	X X
Sorenson	Linda	Marie	Jergenson	X	Hanson IGA	Provisional #20-24 New #20-24	X X
Stegemann	Graham			X	Hanson IGA	Provisional #20-25 New #20-26	X X
Kolonko	Donna	Jean	Tarazewicz	X	Hanson IGA	Provisional #20-26 New #20-26	X X
Danula	Gloria	Ruth		X	Hanson IGA	Provisional #20-27 New #20-27	X X
Terry	Nicholas	Elton		X	Hanson IGA	Provisional #20-28 New #20-28	X X
Bratley	Georgeanne	Kay		X	Roaming	Provisional #20-29 New #20-29	X X
Nickels	Chase	Douglas-Paul		X	Roaming	Provisional #20-30 New #20-30	X X
Sorenson	Katherine	Lyn		X	Patsy's	Provisional #20-31 New #20-31	X X
Day	Hannah	Rachelle		X	Hansen's IGA	Provisional #20-32 New #20-32	X X
McGrath	Mary	A		X	WashburnChamber	Provisional #20-33 New #20-33	X X
Viater	Emily	Ann		X	Midland Services	Provisional #20-34 New #20-34	X X
Pearson	Kenneth	William		X	South Shore Brew	Provisional #20-35 New #20-35	X X
Bobby	Barnes	Maveety II		X	South Shore Brew	Provisional #20-36 New #20-36	X X
Doucette	Eva	Marie		X	Hansen's IGA	Provisional #20-37 New #20-37	X X
Nye	Hayley	Jo		X	Hansen's IGA	Provisional #20-38 New #20-38	X X
Mashlan	Randy	Edward		X	Roaming	Provisional #20-39 New #20-39	X X
Holmquist	Kristine	Marie		X	Holiday	Provisional #20-40 New #20-40	X X
Lee	Susan	Claudia		X	Roaming	Provisional #20-41 New #20-41	X X
Sunie	Angelika-Noel	Rae		X	Hansen's IGA	Provisional #20-42 New #20-42	X X
Hyde	Paula	Jean		X	Roaming	Provisional #20-43 New #20-43	X X
Defoe	Debra	Rae		X	Hansen's IGA	Provisional #20-44 New #20-44	X X
Brown	Kelly	Jean		X	Hansens IGA	Provisional #20-45 New #20-45	X X
Hammel	Jordan	William		X	Patsy's	Provisional #20-46 New #20-46	X X
Ispen	Laurel	Erin		X	Patsy's	Provisional #20-47	X

