

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



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

## **NOTICE OF FINANCE COMMITTEE MEETING**

Monday, February 13, 2023 City Hall 4:30PM

- Committee Review-Monthly Expenditures

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## **NOTICE OF CITY COUNCIL MEETING**

Monday, February 13, 2023 Washburn City Hall 5:30 PM

This meeting may have members participating via tele or web conferencing. Public participants can listen to the proceedings by utilizing a computer or smart phone and using the link:

<https://us02web.zoom.us/j/85061000155?pwd=OHVQa2dJSTV0RUpwWXZjcklqUllldz09> by calling 1-888-788-0099 (Toll Free) and entering Webinar ID: **850 6100 0155** with passcode **021323** as opposed to being present for the meeting. Limited seating will be available at the meeting and guests are asked to keep a six-foot distance from one another.

The Council may elect to go into Closed Session for a portion of the meeting pursuant to Wisconsin State Statutes 19.85(1) (c) and (e) for deliberating or negotiating the purchasing of public property and for competitive reasons and personnel matters specifically the City Administrator evaluation following which the Council may reconvene back into Open Session to take any action necessary on the closed session items.

## **AGENDA**

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council – January 9, 2023
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
- Discussion & Action on Draft Certified Survey Map and Utility Easement for Tax IDs 32664 and 33446 in the 300 and 400 Blocks of East 6<sup>th</sup> Street – Churness and Beilfuss, Petitioners **TAB 1**
- Discussion & Action on Request to Purchase Lot 49 (Tax ID 38430) on Fortier Road – John Sopiwnik, Petitioner **TAB 2**
- Discussion & Action on Resolution 23-004 to Apply for Community Development Investment (CDI) Grant for Brewing Badger LLC and Redevelopment of Property at 204/206 W. Bayfield Street **TAB 3**
- Discussion & Action on Resolution 23-003 for Harbor Commission Budget Amendment #1 to Pay Off BCPL Loan Issue 02020011.01 One Year Early **TAB 4**
- Discussion & Action on Amendment to Agreement with Ayres & Associates for Add-Alternate Projects for Phase 1 of the Bayfield Street Project **TAB 5**
- Discussion & Action on 2023 Administration Goals and Objectives; Review of 2022 Goals **TAB 6**
- Closed Session
  - Consideration of Sale of Property- Request to Purchase Lot 49 (Tax ID 38430) on Fortier Road – John Sopiwnik, Petitioner
  - Personnel Matters – Evaluation of the City Administrator
- Adjourn

**January 9, 2023**

**CITY OF WASHBURN COMMON COUNCIL MEETING**

5:30PM

Washburn City Hall & Remote Call-In

**City Council Members:**

Present, in-person: Karen Spears-Novachek, Tom Neimes, Mary McGrath, Carl Broberg, Dave Anderson, Laura Tulowitzky, Jennifer Maziasz

Present, remote: none

**Municipal Personnel:**

Present in-person: City Administrator Scott J. Kluver, Assistant City Administrator Tony Janisch, Director of Public Works Gerry Schuette, Operator in Charge Joel Weber

Present, remote: Mayor Mary D. Motiff, City Attorney Max Lindsey

Absent: none

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

**Approval of Minutes – City Council of December 12, 2022** - A motion was made by Neimes to approve the December 12, 2022 minutes of the City Council, second by Novachek. Motion carried.

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

**Public Comment** – There was no public comment.

**Mayoral Announcements, Proclamations, Appointments** - The Mayor nominated Susan Hall to the Parks Committee. A motion was made by Maziasz to appoint Susan Hall to the Parks Committee for a term expiring April 2023, seconded by Tulowitzky. Motion carried unanimously.

**Discussion & Action on Approval of Phase 1 Bayfield Street Utility Plans and Ancillary Projects** – Kluver presented an overview of utility plans and ancillary projects to be included along with the Bayfield St project. Discussion included receiving bids for both iron & pvc piping, increasing the size of sewer laterals to 6”, adding service laterals for business along Bayfield St that currently have services through alleys or side streets, replacing service lines at locations where several breaks have occurred, including 8<sup>th</sup> Ave. W (Cty. C), as well as other proposed projects. Weber noted that five breaks have occurred on Cty. C in the past 5 years. Discussion then occurred about requiring property owners to replace service laterals, especially if they clay sewer lines which have been known to fail. Kluver stated that there is an ordinance that would allow for this mandate. Anderson suggested that property owners should inspect their lines with cameras and replace if needed. Kluver concluded with the estimated costs for the City are now at \$3.8 million; if no grant dollars are received to supplement costs there will likely not be enough borrowing capacity for Phase 2 of the project. Broberg moved to approve Phase 1 Bayfield Street Utility Plans & Ancillary Projects, seconded by Neimes. Motion carried unanimously.

**Discussion & Action on Resolution 23-002 for Authorization to Apply for Vibrant Spaces Grant for Wikdal Park Improvements and Dedication of Funds for the Proposed Project** – Broberg moved to approve Resolution 23-002 authorizing a Vibrant Spaces Grant application and dedicating fund for the proposed Wikdal Park project, seconded by Novachek. Janisch provided criteria of the Vibrant Spaces grant to suitability of Wikdal Park and its recommended improvements for this funding. Discussion commenced. Anderson suggested business development at Wikdal Park and using the Omaha property as park space. McGrath stated that campground expansion has been discussed for many years and focus should be here first. Novachek moved to open the floor, seconded by Maziasz. Motion carried unanimously. John Hopkins, 631 W Bayfield St., stated that as a business owner near Wikdal Park, he does have people coming in to ask to use the bathroom, and that it would be nice to have a public bathroom in the downtown. Novachek moved to close the floor, seconded by Neimes. Motion carried unanimously. Motion approved five (5) to two (2), McGrath & Anderson voting against.

**Discussion & Action on Ordinance 23-001 Related to Winter Parking Regulations on 1st Ave. East -** Broberg moved to approve Ordinance 23-001 for Winter Parking Regulations on 1st Ave. E, seconded by Novachek. Discussion occurred. Motion carried unanimously.

**Discussion & Action on Resolution 23-001 Combining Wards into a Single Polling Place for 2023 Elections –** McGrath moved to approve Resolution 23-001 Combining Wards for the 2023 Election, seconded by Novachek. Motion carried unanimously.

**Discussion & Action on Street Closures Request (Harbor View Dr., Holman Lakeview Dr., S. 6<sup>th</sup> Ave W., and Lake Dr.) for Bike Across the Bay on February 19, 2023 –** McGrath moved to approve the Street Closure Request for Bike Across the Bay, seconded by Tulowitzky. Motion carried unanimously.

**Adjourn –** Mayor Motiff adjourned the meeting at 7:21PM.

Tony Janisch  
Assistant City Administrator

**FINANCE COMMITTEE MEETING 4:30pm**

Committee Members Karen Spears-Novachek, Mary McGrath & Laura Tulowitzky reviewed monthly expenditure vouchers.


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**119 Washington Avenue**  
**P.O. Box 638**  
**Washburn, WI 54891**



**715-373-6160**  
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**FAX 715-373-6148**

To: Honorable Mayor and City Council Members

From:  Scott J. Kluver, Administrator

Re: Proposed Survey Map for Churness/Belifuss

Date: February 3, 2023

Enclosed you will find a copy of a draft survey map which transfers 10 feet of frontage from Lot 1 (Churness) to Lot 2 (Belifuss) in the 300 & 400 Block of East 6<sup>th</sup> Street. This allows Lot 2 to have a little more room for a potential driveway and garage in the future.

In reviewing this, there are no issues created with setbacks. As for conformance to the R-6 Mixed Residential District and the Comprehensive Plan, the properties meet the required dimensions and future use. Properties taxes on the doner property have been paid in full.

As for utilities, there is a sewer main that is in the vicinity of the property line (current and proposed) as this area is a part of the vacated 4<sup>th</sup> Avenue East. After looking into this issue, Mr. Lindsay believes that we retain utility rights in this area. It would be possible to formalize the parameters of that easement. The interest of the City would be to not have a structure on or near the sewer line in case it ever needed to be repaired or replaced. A driveway would not be a significant structure of concern. At this time, I am working with the property owners to obtain further details on the location of the sewer line and to see if we can come to an agreement on the parameters for an easement. It is my hope to have this matter resolved prior to the Council meeting. If we can come to an agreement, I have no objections to the proposed survey map.

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

# BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOTS 6-8, BLOCK 3 AND ADJOINING VACATED 4TH AVENUE EAST IN CHURCH'S SUBDIVISION, RECORDED IN VOLUME 19 OF MISCELLANEOUS ON PAGE 305, AS DOCUMENT NO. 10885A, AND LOT 1 & PART OF LOT 2, BLOCK 77 OF THE ORIGINAL TOWNSITE OF WASHBURN, RECORDED IN VOLUME 6 OF MISCELLANEOUS ON PAGE 737, AS DOCUMENT NO. 5416B, ALL IN THE CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN

R/W LINE

C/L 6TH STREET EAST



BEARINGS ARE REFERENCED TO THE  
NORTH LINE OF BLOCK 3, CHURCH'S  
SUBDIVISION, WHICH BEARS N 47°40'40" E

(N 47°40'37" E)  
N 47°40'40" E

172.87'

N 47°40'40" E

120.05'

66'

R/W LINE

3/4" CAPPED REBAR

N 42°32'33" W  
(75.15')  
75.25'  
(S 42°35'24" E)  
(N 41°47'28" W)

LOT 2  
CSM 2109

- LOT 6 -

- LOT 7 -

- LOT 8 -

- LOT 1 -

- LOT 2 -

TOTAL AREA  
42,855 SQ. FT.  
0.98 AC.

LINE	BEARINGS	DISTANCE
L1	S 42°20'02" E	10.00'
L2	S 47°32'49" W	10.00'

## NOTE:

FULL LOTS ARE RECORDED AS 50' X 150' IN BLOCK 2 CHURCH'S SUBDIVISION.

FULL LOTS ARE RECORDED AS 50' X 140' IN BLOCK 77 OF ORIGINAL TOWNSITE.

SCALE: ONE INCH = 40 FEET



## LEGEND

- FOUND 1" IRON PIPE (IP), UNLESS NOTED
- 1-1/4" X 18" IRON PIPE (WT. = 1.68LBS/FT.), SET THIS SURVEY
- ( ) RECORDED DATA

- UTILITY POLE
- ⊞ ELECTRIC METER
- - - OVERHEAD ELECTRIC LINE
- PIPE DIMENSIONS ARE OUTSIDE DIAMETER

CLIENT: CHURNESS/BEILFUSS

JOB NO.: N22/184 &amp; N22/185

ACAD: N22\_184\_CHURNESS\_185\_BEILFUSS

PSDATA: N17\_152

NB, 435 PG. 6

DRAFTED BY: TZB

FILE: N/WASHBURN/CITYOF

ACAD: N22\_184\_CHURNESS\_185\_BEILFUSS

PSDATA: N17\_152

NB, 435 PG. 6

DRAFTED BY: TZB

SHEET 1 OF 2 SHEETS

**NELSON**  
**SURVEYING**  
**INCORPORATED**

SURVEYING YOUR NECK OF THE WOODS SINCE 1964

101 W. MAIN STREET  
ASHLAND, WISCONSIN 54806  
(715) 682-2692  
WWW.NELSONSURVEYING.COM

MAP NO. CSM 3285 ©

BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOTS 6-8, BLOCK 3 AND ADJOINING VACATED 4TH AVENUE EAST IN CHURCH'S SUBDIVISION, RECORDED IN VOLUME 19 OF MISCELLANEOUS ON PAGE 305, AS DOCUMENT NO. 10885A, AND LOT 1 & PART OF LOT 2, RECORDED IN VOLUME 6 OF MISCELLANEOUS ON PAGE 737, AS DOCUMENT NO. 5416B, BLOCK 77 OF THE ORIGINAL TOWNSITE OF WASHBURN, ALL IN THE CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, PETER A. NELSON, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY:

THAT ON THE ORDER OF KAREN & STUART CHURNESS AND PATRICK BEILFUSS, I HAVE SURVEYED AND MAPPED LOTS 6-8, BLOCK 3 AND ADJOINING VACATED 4TH AVENUE EAST IN CHURCH'S SUBDIVISION, RECORDED IN VOLUME 19 OF MISCELLANEOUS ON PAGE 305, AS DOCUMENT NO. 10885A, AND LOT 1 & PART OF LOT 2 RECORDED IN VOLUME 6 OF MISCELLANEOUS ON PAGE 737, AS DOCUMENT NO. 5416B, BLOCK 77 OF THE ORIGINAL TOWNSITE OF WASHBURN, ALL IN THE CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN;

SAID PARCEL CONTAINS 42,855 SQUARE FEET WHICH IS 0.98 ACRE;

SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD OR USE, IF ANY;

THAT THIS MAP IS A TRUE REPRESENTATION OF SAID SURVEY;

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CITY OF WASHBURN SUBDIVISION CONTROL ORDINANCE IN MAKING SAID SURVEY, SUBDIVISION AND MAP.

THAT SAID SURVEY AND MAP ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER A. NELSON PLS - 3071

CITY OF WASHBURN ZONING APPROVAL

THIS BAYFIELD COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF WASHBURN ZONING DEPARTMENT.

\_\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
SCOTT KLUVER - CITY ADMINISTRATOR

CSM 3285

<p>CERTIFICATIONS</p>	<p>CLIENT: CHURNESS/BEILFUSS JOB NO.: N22/184 &amp; N22/185 DATE: 1/3/2023 FIELD WORK COMPLETED: 12/22/2022</p> <p>FILE: N\WASHBURN\CITYOF ACAD: NR2_184_CHURNESS_185_BEILFUSS PSDATA: N17_152 NB. 435 PG. 6 DRAFTED BY: TZB</p>	<p>NELSON SURVEYING INCORPORATED</p> <p>101 W. MAIN STREET ASHLAND, WISCONSIN 54806 (715) 682-2692 WWW.NELSONSURVEYING.COM</p> <p>MAP NO. CSM 3285</p> <p>SHEET 2 OF 2 SHEETS</p> <p>SURVEYING YOUR NECK OF THE WOODS SINCE 1964 ©</p>
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Legend

50 ft

Municipal Boundary

Elevation Contour

Washburn Parcels

Sewer Lift Stations

Water Wells

Water Fire Hydrants

Sewer Manholes  
lower M.H.  
false  
true

Water Air Relief Valves

Sewer Lines

Water Lines

Water Valves  
lower valve  
false  
true

Flushing Hydrants

Water Repairs

Meter Pit

Stream Crossing M.H.

Reservoir

Curb Stop

Storm Sewer M.H.  
lower M.H.  
false  
true

Catch Basin

Storm Sewer Line

Water Service Lines

Service Line break

R.V. Dump Station

Sewer Clonouts

Proposed outfall location

Current outfall location  
Ftr ID

Property corner

Water Leak (not repaired)

Sewer Service lines

An aerial photograph of a residential neighborhood with various utility infrastructure overlaid. The map shows a grid of streets including E 7th St, E 6th St, E 5th St, E 4th St, E 3rd St, and E 2nd St, as well as 3rd Ave E and 5th Ave E. Green lines represent sewer lines, and blue lines represent water lines. Various symbols are placed along these lines and at street intersections to indicate specific features: green circles for sewer manholes, blue circles for water valves, red circles for water fire hydrants, and blue squares for sewer lift stations. A large black circle is drawn around a section of E 4th St, highlighting a specific area of interest. The map also shows property boundaries as thin white lines and elevation contours as thin brown lines. A legend on the left side of the map provides a key for all the symbols and line types used.

about:blank

1/2



## Scott Kluver

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**From:** mlindsey@ncis.net  
**Sent:** Friday, February 3, 2023 7:15 AM  
**To:** 'Scott Kluver'  
**Subject:** RE: Vacation of 4th Avenue East/Utility Rights  
**Attachments:** Wis. Stats. 80.32 (1969) - vacating streets and retention of utility rights.pdf; Utility Easement - 10th St W - Final.pdf

Good Morning Scott,

This one was fun to research with having to get into historical statutes!

My opinion is that all utility easement rights to this vacated roadway still remain because the vacating resolution, nor any other written document, expressly relinquished those rights. When this section of roadway was vacated in 1969, Wis. Stats. § 80.32 governed this issue (now this is covered by § 66.1005). I have attached a copy of that historical statute with the relevant portion highlighted, which states that such utility rights are retained after a roadway is vacated unless it is expressly indicated otherwise (the terms "highway" or "public highway" have been defined to include city streets, *see, e.g., Byington v. City of Merrill*, 112 Wis. 211 (1901)).

I am unsure if the property owners would agree to it, but I have addressed a similar issue in Ashland with the attached utility easement to resolve any potential disputes. If you think the owners would consent to something like this, I can prepare one for this area.

Let me know if this clears things up and if you have additional questions.

Thanks,  
Max

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**From:** Scott Kluver <washburnadmin@cityofwashburn.org>  
**Sent:** Thursday, February 2, 2023 5:41 PM  
**To:** mlindsey@ncis.net  
**Subject:** FW: Vacation of 4th Avenue East/Utility Rights

Max,

This is the priority item I would like to get set for the Council.

Scott J. Kluver  
City of Washburn

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**From:** Scott Kluver <[washburnadmin@cityofwashburn.org](mailto:washburnadmin@cityofwashburn.org)>  
**Sent:** Monday, January 30, 2023 12:57 PM  
**To:** [mlindsey@ncis.net](mailto:mlindsey@ncis.net)  
**Cc:** 'nsi.office@nelsonsurveying.com' <[nsi.office@nelsonsurveying.com](mailto:nsi.office@nelsonsurveying.com)>; 'utilities@cityofwashburn.org' <[utilities@cityofwashburn.org](mailto:utilities@cityofwashburn.org)>  
**Subject:** Vacation of 4th Avenue East/Utility Rights

Max,

Attached you are going to find documents related to the vacating of 4<sup>th</sup> Avenue East that occurred in 1969-70 and again in 1987 after it was discovered that the vacating in 69-70 was goofed up and only went up to East 6<sup>th</sup> Street. They did not retain utility rights in the original vacation, but they did in the new vacation in 1987 for most of the area north of E 6<sup>th</sup> Street; except there is one certification from Wayne Lowe that contradicts that.

The reason I bring this up is that I am reviewing a CSM for our upcoming Council meeting and which transfers 10 feet of frontage from one property to the other. Ordinarily, this is pretty simple and would not be a problem; however, the property that is being transferred is part of the former 4<sup>th</sup> Avenue East below East 6<sup>th</sup> Street where utility rights were not apparently retained. There is a sewer main that runs from East 7<sup>th</sup> Street to East 5<sup>th</sup> Street, so partially through an area where utility rights may not have been retained. This is where one of the parties that requested the CSM may put a driveway, and possibly a garage in the future.

Questions:

1. Do we have any sort of utility rights in the area south of East 6<sup>th</sup> Street? There are overhead power lines in the area too.
2. If not, what are the issues if the property owner would construct a driveway or garage on top of the sewer line?

Scott J. Kluver, Administrator

City of Washburn

P.O. Box 638

119 Washington Ave.

Washburn, WI 54891

Phone – 715-373-6160 Ext. 4

Fax – 715-373-6148

<http://www.cityofwashburn.org/>

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

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**From:** [xerox@cityofwashburn.org](mailto:xerox@cityofwashburn.org) <[xerox@cityofwashburn.org](mailto:xerox@cityofwashburn.org)>

**Sent:** Monday, January 30, 2023 12:34 PM

**To:** [washburnadmin@cityofwashburn.org](mailto:washburnadmin@cityofwashburn.org)

**Subject:** Message from KM\_C368

(5) When any damages are awarded, pursuant to an order laying out, widening or altering a highway, lying wholly within a town whose population is 8,000, or over, or wholly within a county having a population of 300,000, or over, the order or award need not be approved or the highway accepted by the electors.

**80.31 Unclaimed awards; mortgage and lien interest.** (1) If the damages awarded to an owner of land shall not be claimed by him within one year after the same becomes payable such damages shall be paid and delivered by the town, city or village treasurer to the treasurer of the county, and he shall give duplicate receipts therefor, one to be filed by such paying treasurer and the other immediately mailed by him to the state treasurer.

(2) Any money so paid to the county treasurer which shall remain unclaimed by the person entitled thereto for 5 years after receipt thereof, shall escheat to the state and shall thereupon be paid by the county treasurer to the state treasurer.

(3) In case any lands taken by contract or condemnation for highway purposes shall be incumbered, and the owners of the fee and of the incumbrance shall not agree upon the division to be made between them of any damages to be paid on account of such taking, said damages may be paid to the clerk of the circuit court of the county, and when so paid may be apportioned among the parties entitled thereto by said court upon the application of any party interested upon not less than 5 days' written notice to the other party.

**80.32 Discontinuance of highways; reversion of title.** (1) Any unrecorded road or any part thereof which has become or is in the process of becoming a public highway by user in any town may be discontinued in the manner hereinbefore provided. Any proceedings taken therefor shall not be evidence of the acceptance at any time by the town of such road or any part thereof.

(2) Every highway shall cease to be a public highway at the expiration of 4 years from the time it was laid out, except such parts thereof as shall have been opened, traveled or worked within such time, and any highway which shall have been entirely abandoned as a route of travel, and on which no highway funds have been expended for 5 years, shall be considered discontinued.

(3) When any highway shall be discontinued the same shall belong to the owner or owners of the adjoining lands; if it shall be located between the lands of different owners it shall be annexed to the lots to which it originally belonged if that

can be ascertained; if not it shall be equally divided between the owners of the lands on each side thereof.

(4) Whenever any public highway or public ground has been vacated or discontinued the easements and rights incidental thereto acquired by or belonging to any county, school district, town, village or city or to any utility or person in any underground or overground structures, improvements or services and all rights of entrance, maintenance, construction and repair of the same shall continue, unless written consent to the discontinuance of such easements and rights by the owner thereof is a part of the vacation or discontinuance proceedings and reference thereto is made in the vacation or discontinuance resolution, ordinance or order, or discontinued by failure to use the same for a period of 4 years from the time that the public highway or public ground was vacated or discontinued. Upon the failure of the interested parties to reach an agreement permitting discontinuance of such easements and rights or upon refusal of the owner of such easements and rights to give written consent to the discontinuance thereof, such easements and rights may be discontinued in the vacation or discontinuance proceedings in any case where benefits or damages are to be assessed as herein provided. Damages for the discontinuance of such easements and rights, in the amount of the present value of the property to be removed or abandoned, plus the cost of removal, less the salvage thereon, or in such other amount as may be agreed upon between the interested parties, shall be assessed against the land benefited in the proceedings for assessment of damages or benefits upon the vacation or discontinuance of the public highway or public ground. The owner of such easements and rights, upon application to the treasurer and upon furnishing satisfactory proof shall be entitled to any payments of or upon such assessment of damages. Any person aggrieved by such assessment may appeal therefrom in the same time and manner as is provided for appeals from assessments of damages or benefits in vacation or discontinuance proceedings in the town, village or city.

(5) Subsection (2) does not apply to state or county trunk highways.

**80.33 Highway papers, where filed.** All applications, orders, awards, bonds and other papers relating to the laying out, altering, widening or discontinuing of highways shall be promptly filed in the office of the town, city or village clerk, except as otherwise specifically provided in this chapter.



CITY OF WASHBURN

PO BOX 638  
WASHBURN, WI 54891

Receipt Nbr: 33860  
Date: 1/30/2023  
Check

RECEIVED FROM NELSON SURVEYING INC \$25.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	ZONING PERMITS	25.00
	CERTIFIED SURVEY MAP CHURNESS/BELIFUSS	
TOTAL RECEIVED		25.00

2

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**715-373-6160**  
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**FAX 715-373-6148**

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Property Purchase Request Lot 49 – John Sopiwnik

Date: February 1, 2023

Enclosed you will find a request to purchase Lot 49, bounded by Fortier, Washington Ave, and Oak Road from John Sopiwnik for residential purposes. This 3.89-acre parcel, excluding the Washington Avenue right-of-way, was created a couple years ago for potential residential development. Mr. Sopiwnik would like to construct a duplex on the property, and if a way can be determined to appropriately further divide the property, two duplexes. The area is currently zoned R-2, Single Family Residential and duplexes are permitted in this zone.

Mr. Sopiwnik is offering \$36,000 for the property. The appraisal that was done in March of 2021 when the property was created suggested a value of \$37,000. In addition, Mr. Sopiwnik is asking for a six-year window to complete the improvements to the property before the City has the right to purchase it back. There would be no other contingencies on this offer. We can discuss the improvement window with a buy-back clause and/or an incentive to develop the property sooner.

I anticipate Mr. Sopiwnik to be present during open session to address any questions that you may have. A closed session is on the agenda if the Council would like to consider/negotiate the proposed offer. Please let me know if you have any questions on this offer or process.



## Scott Kluver

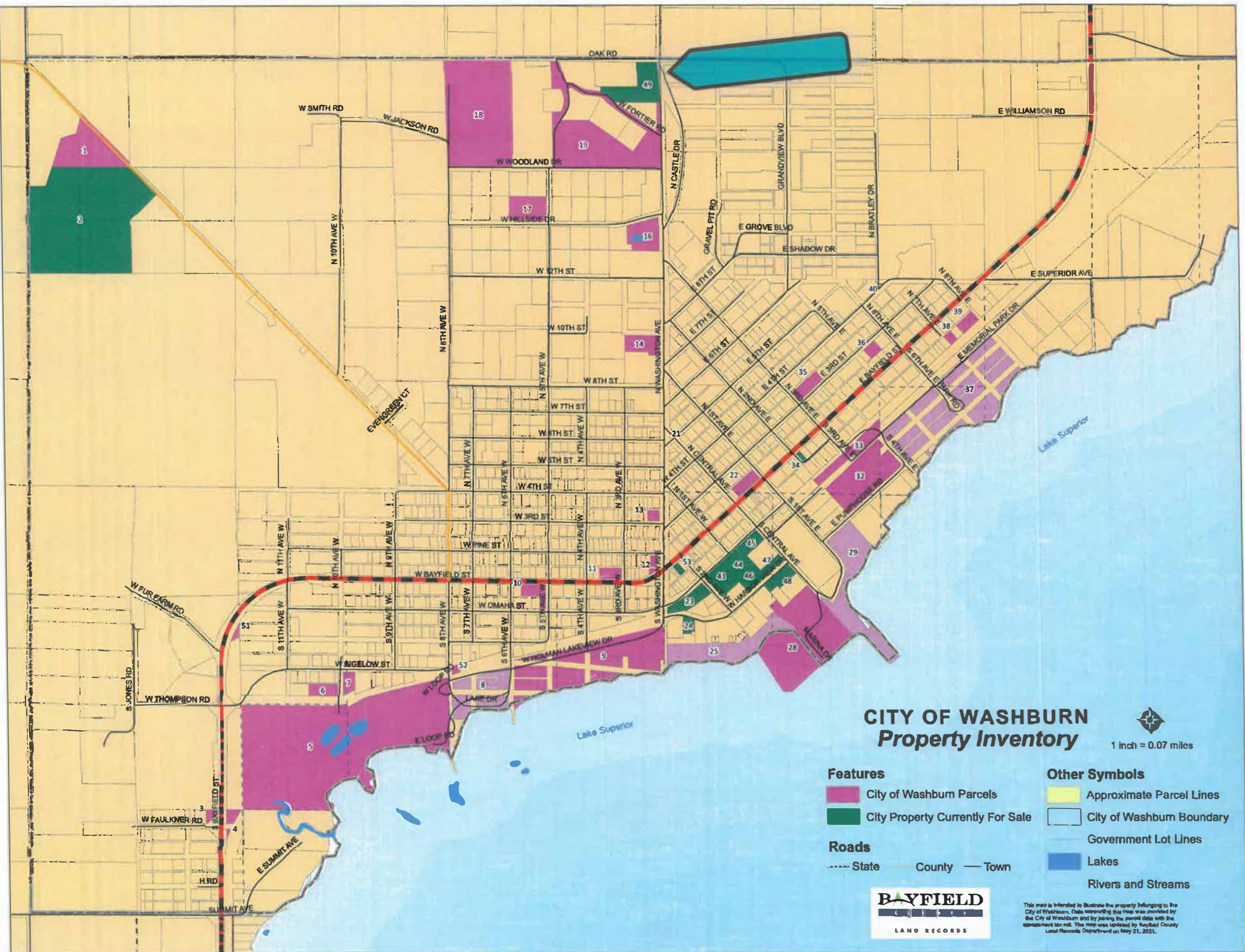
**From:** John Sopiwnik <[jsopiwnik@gmail.com](mailto:jsopiwnik@gmail.com)>  
**Sent:** Monday, January 30, 2023 10:46 AM  
**To:** Scott Kluver  
**Subject:** Re:

I do not need the financial contingency. So, 6 year build window, \$36k. Please call, had other questions. 716-441-3176  
Thanks  
John

On Friday, January 20, 2023, John Sopiwnik <[jsopiwnik@gmail.com](mailto:jsopiwnik@gmail.com)> wrote:  
Hi Scott

I'd like to offer \$36k and a 6 year window to begin our build on the fortier 3.8 acre+ property contingent on financing

Thanks  
John



# CITY OF WASHBURN Property Inventory

1 inch = 0.07 miles

- | Features                         | Other Symbols             |
|----------------------------------|---------------------------|
| City of Washburn Parcels         | Approximate Parcel Lines  |
| City Property Currently For Sale | City of Washburn Boundary |
| Roads                            | Government Lot Lines      |
| State                            | Lakes                     |
| County                           | Rivers and Streams        |
| Town                             |                           |



This map is intended to illustrate the property belonging to the City of Washburn. Data representing this map was provided by the City of Washburn and by joining the parcel data with the Minnesota land records. This map was updated by Bayfield County Land Records Department on May 21, 2021.

\* 2020R - 586174 2 \*

2020R-586174

DENISE TARASENICH  
BAYFIELD COUNTY, WI  
REGISTER OF DEEDS  
12/21/2020 11:18AM  
TF EXEMPT #:  
RECORDING FEE: 30.00  
PAGES: 2

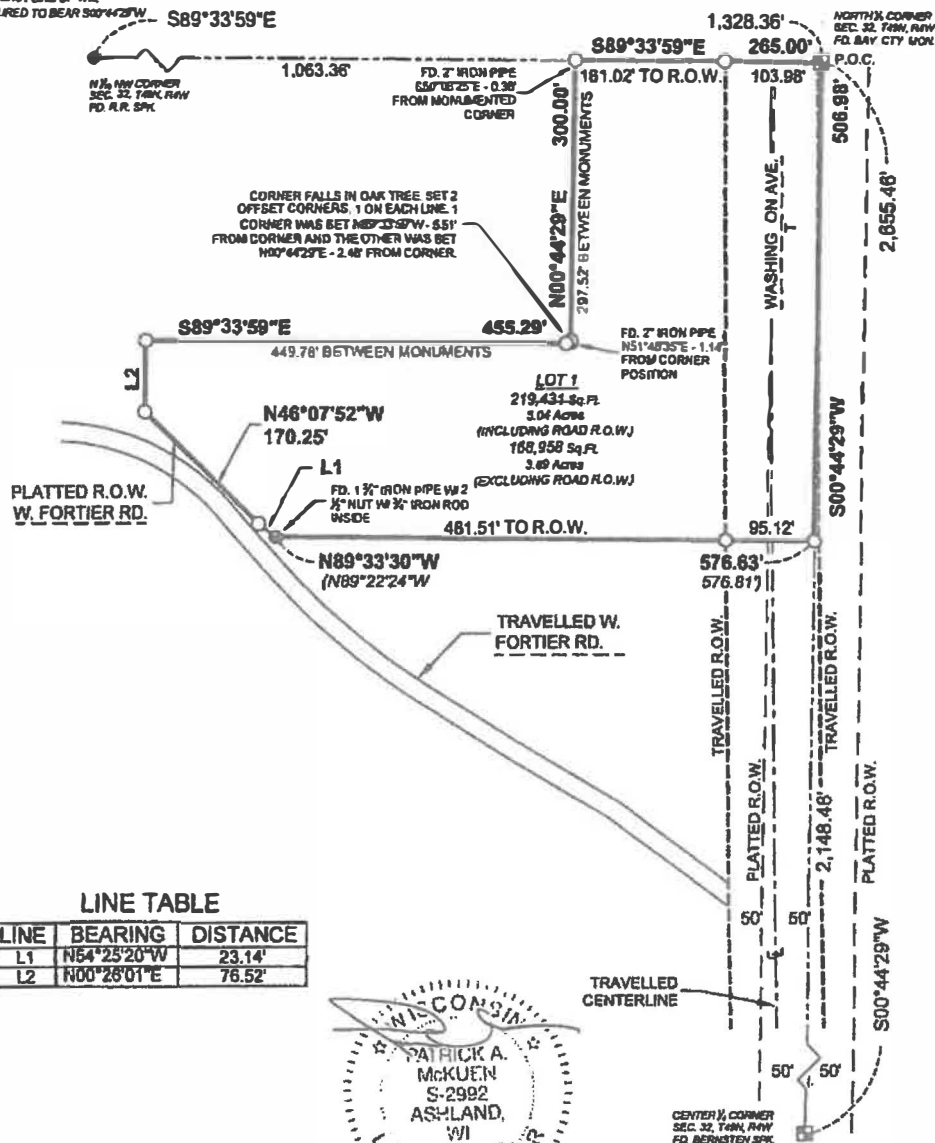
VOL. 12 CSMR 341-342

# BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 2157

A PARCEL OF LAND LOCATED IN THE NE 1/4 - NW 1/4, SECTION 32,  
TOWNSHIP 49 NORTH, RANGE 4 WEST IN THE CITY OF WASHBURN,  
BAYFIELD COUNTY, WI.



BEARINGS ARE GRID BASED  
WCCS - BAYFIELD COUNTY WITH  
THE EAST LINE OF THE  
NW 1/4 MEASURED TO BEAR S89°44'29"W



LINE TABLE

LINE	BEARING	DISTANCE
L1	N54°25'20"W	23.14'
L2	N00°28'01"E	76.52'

## LEGEND

- - SET 1 1/4" x 18" IRON PIPE  
WEIGHING 1.68 LBS PER LIN. FOOT
- - FO. MONUMENT AS NOTED
- ( ) - RECORDED AS DIMENSION



Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services

Value & Quality in a Timely Manner

PATRICK A. MCKUEN, PLS

1424 1/2 Lake Shore Dr. W.

Ashland, Wisconsin

Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM

PROJECT NO. C.O.W.20-WASHBURN

SHEET 1 OF 2 SHEETS

341



# BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 2157

A PARCEL OF LAND LOCATED IN THE NE ¼ - NW ¼, SECTION 32,  
TOWNSHIP 49 NORTH, RANGE 4 WEST IN THE CITY OF WASHBURN,  
BAYFIELD COUNTY, WI.

### Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; A parcel of land located in the NE ¼ - NW ¼, Section 32, Township 49 North, Range 4 West all in the City of Washburn, Bayfield County, WI more particularly described as follows:

Commencing at the North ¼ corner of said section; Thence S00°44'29"W along the east line of the northwest ¼ of said section a distance of 506.98 feet; Thence N89°33'30"W a distance of 576.63 feet to the east right of way of platted W. Fortier Rd.; Thence N54°25'20"W along said right of way a distance of 23.14 feet; Thence N46°07'52"W and continuing along said right of way a distance of 170.25 feet; Thence N00°26'01"E a distance of 78.52 feet; Thence S89°33'59"E a distance of 455.29 feet; Thence N00°44'29"E a distance of 300.00 feet to the north line of the NE ¼ - NW ¼; Thence S89°33'59"E along said north line a distance of 265.00 feet to the North ¼ corner of said section and the Point of Beginning.


That the above described parcel of land contains 219,431 square feet which is 5.04 acres including the right of way of Washington Ave. or 168,958 square feet which is 3.89 acres excluding said right of way.

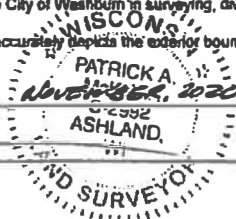
That I have made this map at the direction of Scott Kluver, Agent for said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and with the subdivision regulations of the City of Washburn in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this 5 day of November, 2020  
  
Pine Ridge Land Surveying  
Patrick A. McKuen  
WI PLS S-2992



### CITY OF WASHBURN ZONING APPROVAL CERTIFICATE

I, SCOTT KLUVER, CITY OF WASHBURN ZONING DIRECTOR,  
DO HEREBY APPROVE THIS BAYFIELD COUNTY CERTIFIED SURVEY MAP

SIGNED:   
SCOTT KLUVER

DATED THIS 17<sup>th</sup> DAY OF December, 2020.

### Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services

Value & Quality in a Timely Manner

PATRICK A. MCKUEN, PLS

1424 1/2 Lake Shore Dr W.

Ashland, Wisconsin

Phone (715) 682-2968

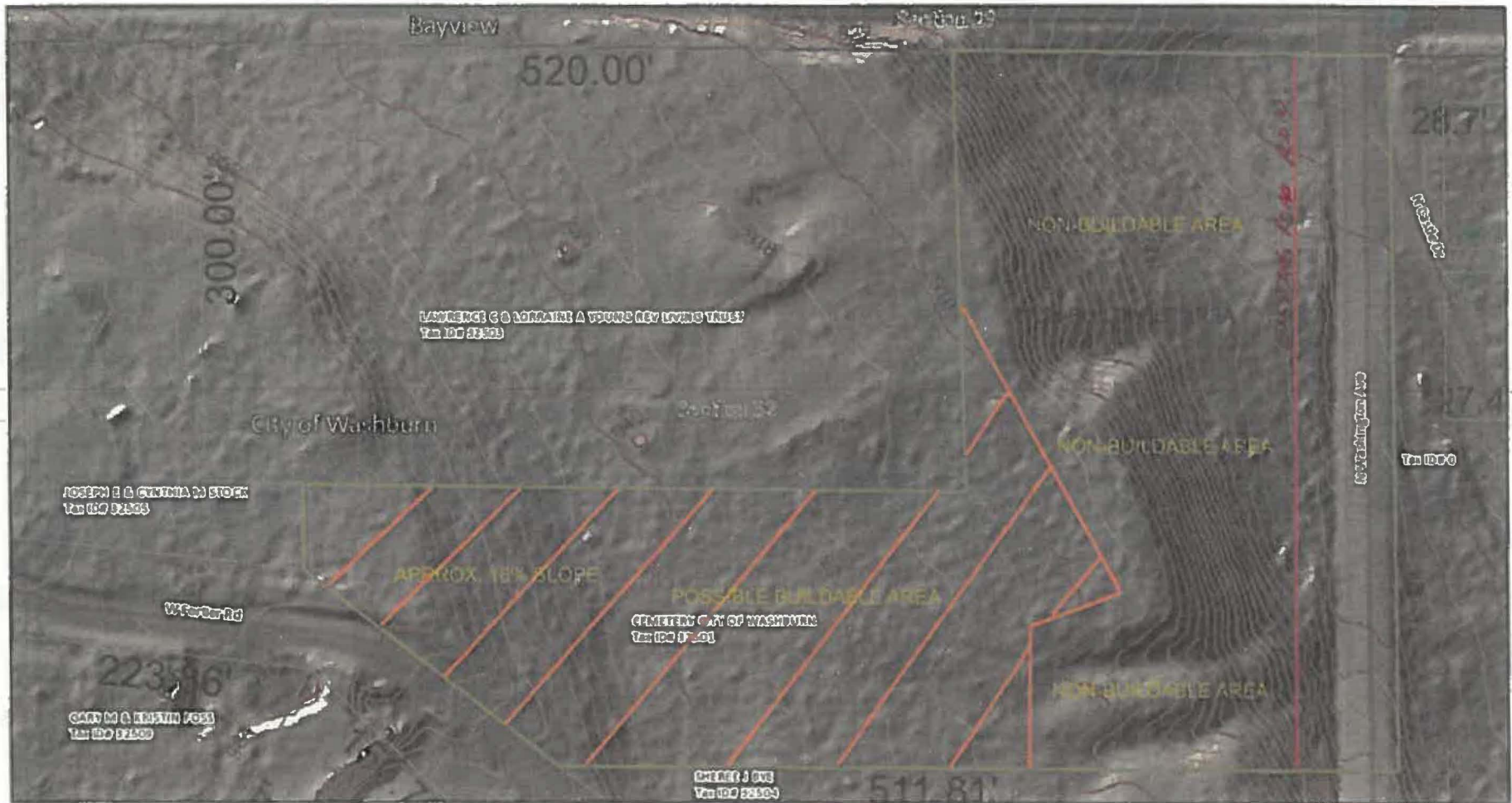
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PROJECT NO. C.O.W.20-WASHBURN

SHEET 2 OF 2 SHEETS

342

# Bayfield County, WI



10/28/2020, 12:51:34 PM

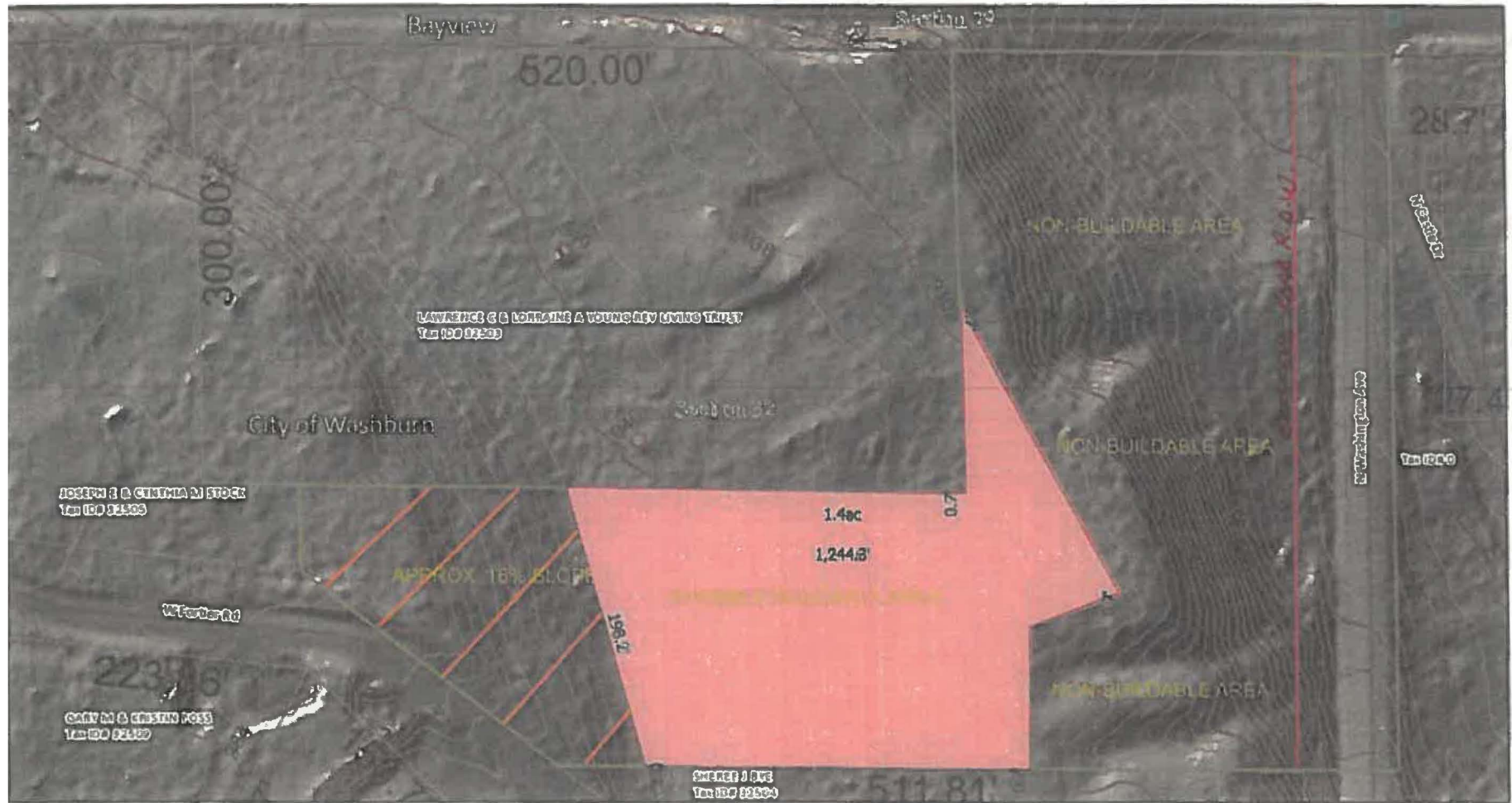
<b>Lines</b>	Douglas Co Parcels	Municipal Boundary	CFR
Override 1	Tie Lines	Red Cliff Reservation Boundary	Private
Override 2	Meander Lines	All Roads	Survey Maps
Override 3	Approximate Parcel Boundary	Federal	UnRecorded Map
Rivers	Section Lines	State	Recorded Map
Lakes	Government Lot	County	Corner Tie Sheets
Ashland Co Parcels		Town	Section Corner Monument on File



Bayfield County, Bayfield County Land Records

Bayfield County Land Records Department  
<https://maps.bayfieldcounty.org/Bayfield/WAB/>

# Bayfield County, WI



10/26/2020, 12:54:27 PM

Lines	Douglas Co Parcels	Municipal Boundary	CFR
Override 1	Tie Lines	Red Cliff Reservation Boundary	Private
Override 2	Moander Lines	All Roads	Survey Maps
Override 3	Approximate Parcel Boundary	Federal	UnRecorded Map
Rivers	Section Lines	State	Recorded Map
Lakes	Government Lot	County	Cover Tie Sheets
Ashland Co Parcels		Town	Section Corner Monument on File

1:783

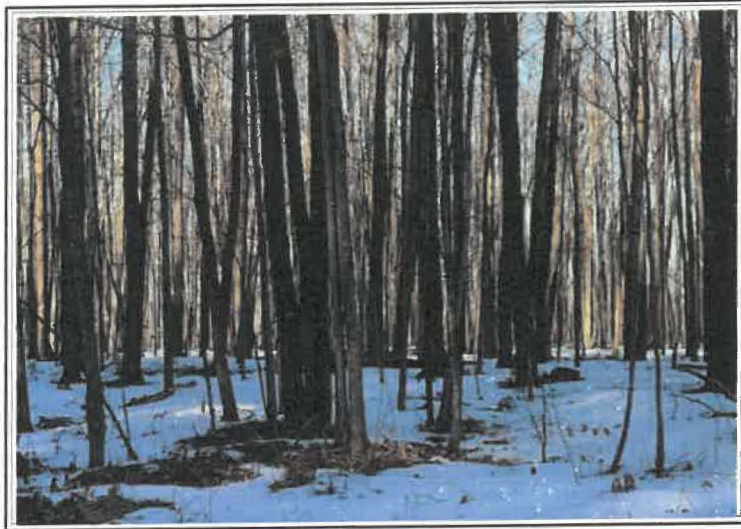
0 0.01 0.01 0.03 mi

0 0.01 0.03 km

Bayfield County, Bayfield County Records



**APPRAISAL OF**



**LOCATED AT:**

XXX Oak Rd  
Washburn, WI 54891

**FOR:**

City of Washburn  
119 Washington Ave  
Washburn, WI, 54891

**BORROWER:**

City of Washburn

**AS OF:**

March 12, 2021

**BY:**

Pamela Anttila



# LAND APPRAISAL REPORT

File No. 21062

<b>Property Address</b> XXX Oak Rd <b>City</b> Washburn <b>County</b> Bayfield <b>State</b> WI <b>Zip Code</b> 54891 <b>Legal Description</b> See attached <b>Owner/Occupant</b> City of Washburn <b>Map Reference</b> 0 <b>Sale Price</b> \$ N/A <b>Date of Sale</b> N/A <b>Loan charges/concessions to be paid by seller</b> \$ N/A <b>R.E. Taxes</b> \$ N/A <b>Tax Year</b> 2020 <b>HOA \$/Mo.</b> N/A <b>Lender/Client</b> City of Washburn <b>119 Washington Ave, Washburn, WI 54891</b>		<b>Census Tract</b> 9603.00 <b>LENDER DISCRETIONARY USE</b> <b>Sale Price</b> \$ <b>Date</b> <b>Mortgage Amount</b> \$ <b>Mortgage Type</b> <b>Discount Points and Other Concessions</b> <b>Paid by Seller</b> \$ <b>Source</b>																																																																																	
<b>LOCATION</b> <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural <b>BUILT UP</b> <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% <b>GROWTH RATE</b> <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow <b>PROPERTY VALUES</b> <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining <b>DEMAND/SUPPLY</b> <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply <b>MARKETING TIME</b> <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		<b>NEIGHBORHOOD ANALYSIS</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>Good</th> <th>Avg</th> <th>Fair</th> <th>Poor</th> </tr> <tr><td>Employment Stability</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Employment</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Shopping</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Schools</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Public Transportation</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Recreation Facilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Facilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Property Compatibility</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Protection from Detrimental Cond.</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Police &amp; Fire Protection</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>General Appearance of Properties</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Appeal to Market</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>			Good	Avg	Fair	Poor	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreation Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police & Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>															
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<b>PRESENT LAND USE %</b> Single Family 75% 2-4 Family Multi-Family Commercial 5% Industrial Vacant 20%		<b>LAND USE CHANGE</b> <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely <input type="checkbox"/> In process To:																																																																																	
<b>PREDOMINANT OCCUPANCY</b> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant Vacant (0-5%) Vacant (over 5%)		<b>SINGLE FAMILY HOUSING</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>PRICE \$ (000)</th> <th>AGE (yrs)</th> </tr> <tr> <td>40 Low</td> <td>1</td> </tr> <tr> <td>700 High</td> <td>140</td> </tr> <tr> <td>Predominant</td> <td></td> </tr> <tr> <td>135 -</td> <td>50</td> </tr> </table>		PRICE \$ (000)	AGE (yrs)	40 Low	1	700 High	140	Predominant		135 -	50																																																																						
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Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. <b>COMMENTS:</b> The subject is located on the edge of the city municipal utilities in the city of Washburn. Surrounding properties are average to well maintained homes that project average to good curb appeal. Employment stability, available support facilities, and overall appeal are considered average in comparison to similar rural residential neighborhoods. Historically homes in this neighborhood have enjoyed average to good marketability.																																																																																			
<b>Dimensions</b> Irregular <b>Site Area</b> 3.89 Acres <b>Zoning Classification</b> Residential <b>HIGHEST &amp; BEST USE:</b> Present Use Vacant building site Other Use Building site		<b>Topography</b> Basically Level to sloping <b>Size</b> Typical for Area <b>Shape</b> Irregular <b>Drainage</b> Appears Adequate <b>View</b> Wooded <b>Landscaping</b> Natural <b>Driveway</b> None <b>Apparent Easements</b> Typical ROW and utility <b>FEMA Flood Hazard</b> Yes* No X <b>FEMA Map/Zone</b> see map attached																																																																																	
<b>UTILITIES</b> Public <input checked="" type="checkbox"/> at street Gas Water Sanitary Sewer Storm Sewer		<b>SITE IMPROVEMENTS</b> Type Street Asphalt Curb/Gutter None Sidewalk None Street Lights None Alley None																																																																																	
<b>Comments</b> (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): See Attached Addendum																																																																																			
The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.																																																																																			
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<b>Comments of Sales Comparison:</b> Sales data would suggest a value range of \$33,000 to \$45,000 with a mean of \$37,333 (say) \$37,000. Sales data is equally weighted across the data set because there are extremely limited sales of vacant sites in the city of Washburn therefore these most recent sales bracket the subject and would reasonably support a final opinion of value of \$37,000.																																																																																			
<b>Comments and Conditions of Appraisal:</b> See attached																																																																																			
<b>Final Reconciliation:</b> As per sales comparison approach. Cost approach not applicable to vacant land. The subject is not an income producing property therefore the income approach is not applicable.																																																																																			
<b>I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF</b> March 12, 2021 <b>to be \$</b> 37,000																																																																																			
I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.																																																																																			
<b>Appraiser(s)</b> <i>Pamela Anttila</i> Pamela Anttila		<b>Review Appraiser</b> (if applicable) <input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property																																																																																	

## ADDENDUM

Borrower: City of Washburn	File No.: 21062
Property Address: XXX Oak Rd	Case No.:
City: Washburn	State: WI Zip: 54891
Lender: City of Washburn	

The scope of this appraisal is intended to summarize the extent of the process used to collect, confirm and communicate data that is the basis of my value opinion. I personally inspected the vacant site of the subject property on the effective date indicated in the appraisal. The site value estimates of the subject and comparables utilized herein were based upon one of more of the following methods: comparable land sales, extraction, or the allocation method. In the case of this analysis the income approach to value will not be used as it is not an income producing property. The market approach to value is judged to most accurately reflect true market reactions and expectations and is, therefore, given the most weight as a value indication. I believe my analysis of the subject's value was thorough and complete, however, this appraisal is by no means an exhaustive market study of the subject property. This appraisal is intended to meet the requirements of the Uniform Standards of Professional Appraisal Practice.

### Site Comments

The subject site consists of a fairly typical rural residential site in terms of size and appeal. Views in all directions are of similar residential properties, wooded areas, or typical street scenes. The surface drainage appears adequate, as the site is slightly above grade and slopes gently. The landscaping is natural and there are no readily apparent adverse easements or encroachments. No current utilities run to the site although electric available at street.

### Comments on Sales Comparison

The comparable sales selected were from similar rural, residential, neighborhoods in the city of Washburn, and were in the closest proximity known to the appraiser. Each of the comparables sales are considered competing building sites in the city of Washburn, thus no adjustments applied for differing site sizes or utility, due to extremely limited data. There are several differing motivating factors considered by potential buyers such as privacy, walking distance, utilities, view, etc., therefore these sales are considered to be good indicators of value and they bracket the subject property. These comparables would reasonably compete with the subject dwelling if all were offered on the open market at the same time, all offering similar quality, appeal and locations.

### Additional Comments

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

The appraiser has had no previous experience with the subject property in the past 36 months.

It is the appraisers opinion that the marketing time and exposure time are the same for the subject property in this market, therefore is represented on page 1 of this report.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

### STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** XXX Oak Rd, Washburn, WI, 54891

**APPRAISER:**

Signature:   
 Name: Pamela Anttila  
 Date Signed: 05/15/2021  
 State Certification #: 1439-9  
 or State License #: \_\_\_\_\_  
 State: WI  
 Expiration Date of Certification or License: 12/14/2021

**SUPERVISORY APPRAISER (only if required)**

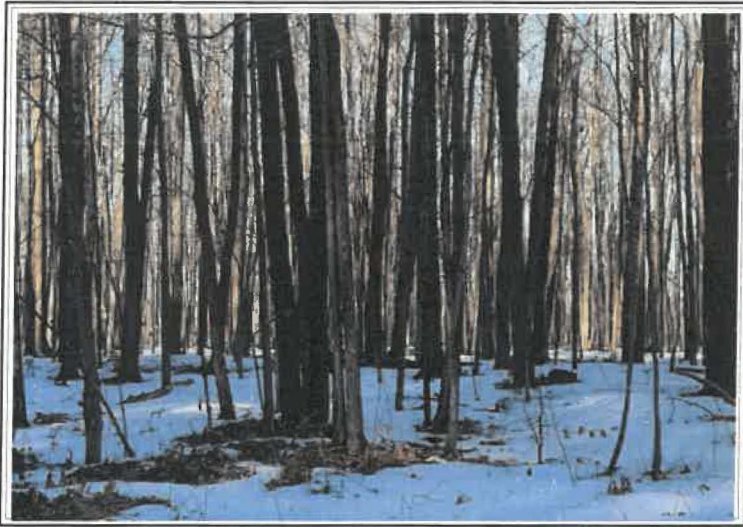
Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

☐ Did ☐ Did Not Inspect Property



# **SUBJECT PROPERTY PHOTO ADDENDUM**

Borrower: City of Washburn		File No.: 21062
Property Address: XXX Oak Rd		Case No.:
City: Washburn	State: WI	Zip: 54891
Lender: Cit of Washburn		

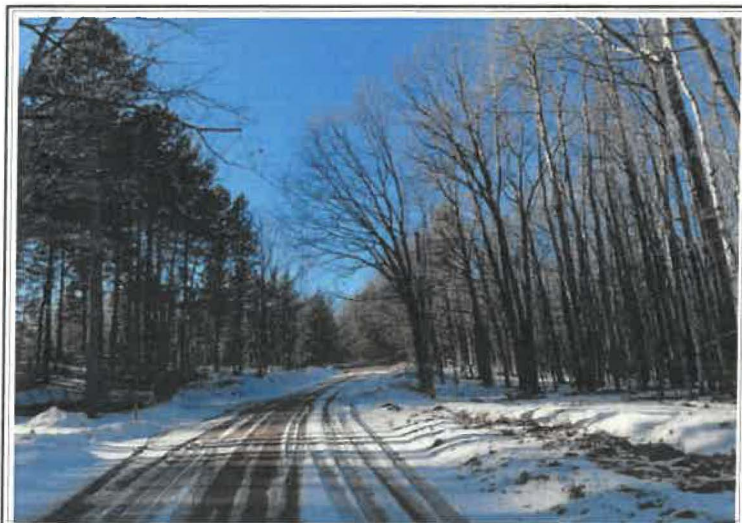


**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: March 12, 2021  
Appraised Value: \$ 37,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: City of Washburn	File No.: 21062
Property Address: XXX Oak Rd	Case No.:
City: Washburn	State: WI Zip: 54891
Lender: Ci of Washburn	



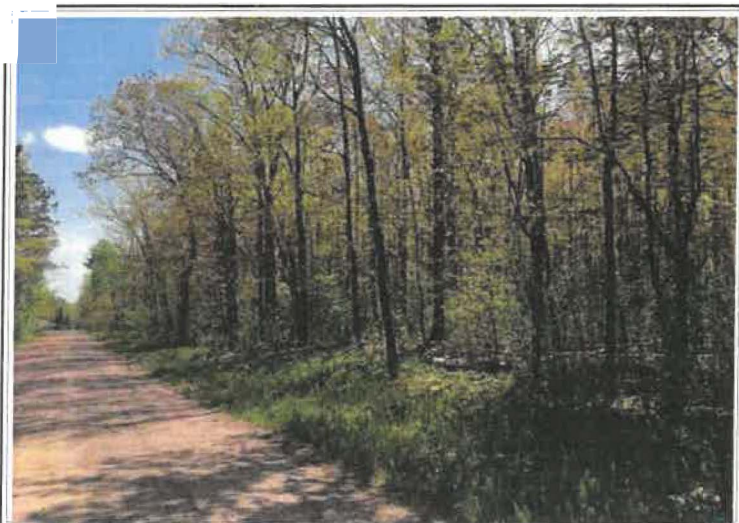
COMPARABLE SALE #1

600 W 12th St  
Washburn, WI 54891  
Sale Date: 04/03/2020  
Sale Price: \$ 45,000



COMPARABLE SALE #2

4XX E 6th St  
Washburn, WI 54891  
Sale Date: 09/27/2019  
Sale Price: \$ 34,000



COMPARABLE SALE #3

8XXX N Bratley Dr  
Washburn, WI 54891  
Sale Date: 11/26/2019  
Sale Price: \$ 33,000



# LOCATION MAP

Borrower: City of Washburn	File No.: 21062
Property Address: XXX Oak Rd	Case No.:
City: Washburn	State: WI Zip: 54891
Lender: City of Washburn	



**ENVIRONMENTAL ADDENDUM**  
**APPARENT\* HAZARDOUS SUBSTANCES AND / OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

Case No.

File No. **21062**

Borrower/ Client **City of Washburn**

Address: **XXX Oak Rd**

City: **Washburn**

County **Bayfield**

State: **WI**

Zip code: **54891**

Lender **City of Washburn**

**\*Apparent** is defined as that which is visible, obvious, evident or manifest to the appraiser.

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. ~~The appraiser is not an expert environmental inspector~~ and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

**DRINKING WATER**

- ☐ Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- ☐ Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.
- ☐ Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- ☒ The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.

Comments No well at this time

**SANITARY WASTE DISPOSAL**

- ☐ Sanitary Waste is removed from the property by a municipal sewer system.
- ☐ Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- ☒ The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.

Comments No septic at this time

**SOIL CONTAMINANTS**

- ☒ There are no **apparent** signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- ☒ The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.

Comments \_\_\_\_\_

**ASBESTOS**

- ☐ All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.
- ☐ The improvements were constructed after 1979. No **apparent** friable Asbestos was observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous material on the property.

Comments \_\_\_\_\_

**PCBs (POLYCHLORINATED BIPHENYLS)**

- ☒ There were no **apparent** leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- ☒ There was no **apparent** visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.

Comments \_\_\_\_\_

**RADON**

- ☒ The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- ☒ The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- ☒ The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- ☒ The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.

Comments \_\_\_\_\_



### USTs (UNDERGROUND STORAGE TANKS)

- ☒ There is no **apparent** visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- ☒ There are no **apparent** petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- ☐ There are **apparent** signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- ☒ The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.

Comments \_\_\_\_\_

### NEARBY HAZARDOUS WASTE SITES

- ☒ There are no **apparent** Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- ☒ The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.

Comments \_\_\_\_\_

### UREA FORMALDEHYDE (UFFI) INSULATION

- ☐ All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- ☐ The improvements were constructed after 1982. No **apparent** UREA formaldehyde materials were observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

Comments \_\_\_\_\_

### LEAD PAINT

- ☐ All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no **apparent** visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- ☐ The improvements were constructed after 1980. No **apparent** Lead Paint was observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.

Comments \_\_\_\_\_

### AIR POLLUTION

- ☒ There are no **apparent** signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
- ☒ The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.

Comments \_\_\_\_\_

### WETLANDS/FLOODPLAINS

- ☒ The site does not contain any **apparent** Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- ☒ The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).

Comments \_\_\_\_\_

### MISCELLANEOUS ENVIRONMENTAL HAZARDS

- ☒ There are no other **apparent** miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
- ☐ Excess Noise \_\_\_\_\_
  - ☐ Radiation + Electromagnetic Radiation \_\_\_\_\_
  - ☐ Light Pollution \_\_\_\_\_
  - ☐ Waste Heat \_\_\_\_\_
  - ☐ Acid Mine Drainage \_\_\_\_\_
  - ☐ Agricultural Pollution \_\_\_\_\_
  - ☐ Geological Hazards \_\_\_\_\_
  - ☐ Nearby Hazardous Property \_\_\_\_\_
  - ☐ Infectious Medical Wastes \_\_\_\_\_
  - ☐ Pesticides \_\_\_\_\_
  - ☐ Others (Chemical Storage + Storage Drums, Pipelines, etc.) \_\_\_\_\_
- ☒ The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

**MULTI-PURPOSE SUPPLEMENTAL ADDENDUM  
FOR FEDERALLY RELATED TRANSACTIONS**

21062

Borrower/Client <u>City of Washburn</u>			
Property Address <u>XXX Oak Rd</u>			
City <u>Washburn</u>	County <u>Bayfield</u>	State <u>WI</u>	Zip Code <u>54891</u>
Lender <u>City of Washburn</u>			

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC) and the Federal Reserve.

**This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.**

**☒ PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

**☒ EXTENT OF APPRAISAL PROCESS**

- ☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- ☐ The Reproduction Cost is based on \_\_\_\_\_ supplemented by the appraiser's knowledge of the local market.
- ☐ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- ☒ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- ☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- ☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

**☒ SUBJECT PROPERTY OFFERING INFORMATION**

- According to LSARMLS \_\_\_\_\_ the subject property:
- ☒ has not been offered for sale in the past: ☐ 30 days ☒ 1 year ☐ 3 years ☐ Other \_\_\_\_\_
- ☐ Is currently offered for sale for \$ \_\_\_\_\_
- ☐ was offered for sale within the past: ☐ 30 days ☐ 1 year ☐ 3 years ☐ Other \_\_\_\_\_ for \$ \_\_\_\_\_
- ☐ Offering information was considered in the final reconciliation of value.
- ☐ Offering information was not considered in the final reconciliation of value.
- ☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

**☒ SALES HISTORY OF SUBJECT PROPERTY**

- According to County records \_\_\_\_\_ the subject property:
- ☒ has not transferred in the past ☐ 1 year ☒ 3 years ☐ Other \_\_\_\_\_
- ☐ has transferred in the past ☐ 1 year ☐ 3 years ☐ Other \_\_\_\_\_
- ☐ All prior sales which have occurred in the past \_\_\_\_\_ months or \_\_\_\_\_ years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

**☒ FEMA FLOOD HAZARD DATA**

- ☒ Subject property is not located in a FEMA Special Flood Hazard Area.
- ☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel#	Map Date	Name of Community
see map attached	55007C0442D	12-16-2011	

- ☐ The community does not participate in the National Flood Insurance Program.
- ☐ The community does participate in the National Flood Insurance Program.
- ☐ It is covered by a regular program.
- ☐ It is covered by an emergency program.

**☒ CURRENT SALES CONTRACT**

- ☒ The subject property is **currently not under contract**.
- ☐ The contract and/or escrow instructions **were not available for review**. The unavailability of the contract is explained later in the addenda section.
- ☐ The contract and/or escrow instructions **were reviewed**. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- ☐ The contract indicated that personal property **was not included** in the sale.
- ☐ The contract indicated that personal property **was included**. It consisted of \_\_\_\_\_ Estimated contributory value is \$ \_\_\_\_\_
- ☐ Personal property **was not included** in the final value estimate.
- ☐ Personal property **was included** in the final value estimate.
- ☐ The contract indicated **no financing concessions** or other incentives.
- ☐ The contract indicated **the following concessions** or incentives: \_\_\_\_\_
- ☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

**☒ MARKET OVERVIEW**

1-6 \_\_\_\_\_ months is considered a reasonable marketing period for the subject property based on LSARMLS

**☐ ADDITIONAL CERTIFICATION**

The Appraiser certifies and agrees that:

- (1) Their analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on the requested minimum valuation, a specific valuation, or the approval of a loan.

**☒ ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS**

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

**☒ ADDITIONAL COMMENTS**

This appraisal was completed for the city of Washburn for purposes of market value for future listing.

**☒ APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Appraiser's Signature

Appraiser's Name (print) Pamela Anttila

State WI

☐ License

☒ Certification # 1439-9

Phone # ( ) \_\_\_\_\_

Effective Date March 12, 2021

Date Prepared 05/15/2021

Tax ID # \_\_\_\_\_

**☐ CO-SIGNING APPRAISER'S CERTIFICATION**

- ☐ The co-signing appraiser **has personally inspected** the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- ☐ The co-signing appraiser **has not personally inspected** the interior of the subject property and:
- ☐ **has not inspected** the exterior of the subject property and all comparable sales listed in the report.
- ☐ **has inspected** the exterior of the subject property and all comparable sales listed in the report.
- ☐ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes a level of inspection performed by co-signing appraiser.
- ☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

**☐ CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Co-Signing

Appraiser's Signature

Appraiser's Name (print)

State \_\_\_\_\_

☐ License

☐ Certification # \_\_\_\_\_

Phone # ( ) \_\_\_\_\_

Effective Date \_\_\_\_\_

Date Prepared \_\_\_\_\_

Tax ID # \_\_\_\_\_

File No.: 21062  
Case No.:  
Zip: 54891



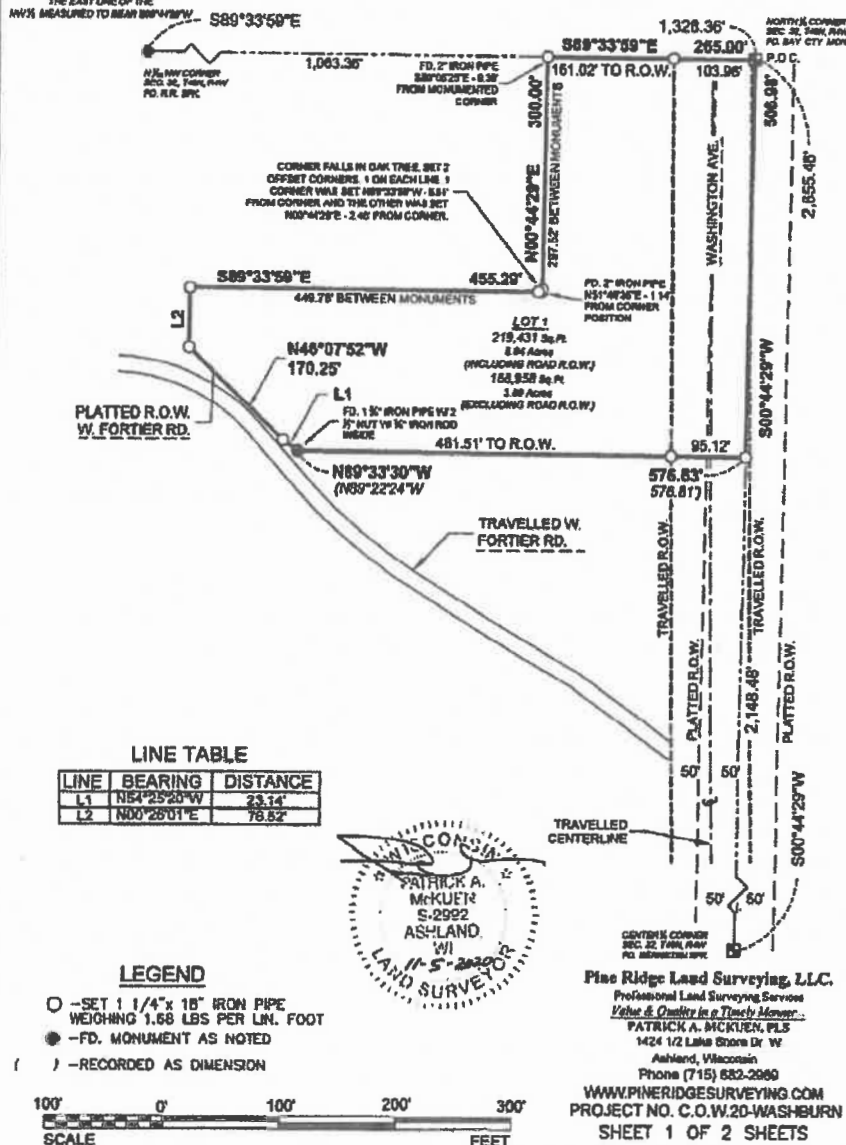
DENISE TARASEWICZ  
DAYFIELD COUNTY, WI  
REGISTER OF DEEDS  
12/21/2020 11:18AM  
TF EXEMPT #:  
RECORDING FEE: 30.00  
PAGES: 2

Y61.12CSMP.341-342

A PARCEL OF LAND LOCATED IN THE NE 1/4 - NW 1/4, SECTION 32,  
TOWNSHIP 49 NORTH, RANGE 4 WEST IN THE CITY OF WASHBURN,  
JW BAYFIELD COUNTY, WI.



BEARINGS ARE GRID BASED  
VCCS - DAYFIELD COUNTY WITH  
THE EAST LINE OF THE  
NW 1/4 MEASURED TO BEAR 200°42'



341



Borrower: City of Washburn  
Property Address: XXX Oak Rd  
City: Washburn  
Lender: City of Washburn

File No.: 21062  
Case No.:  
State: WI ZIP: 54891

## BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 2157

A PARCEL OF LAND LOCATED IN THE NE  $\frac{1}{4}$  - NW  $\frac{1}{4}$ , SECTION 32,  
TOWNSHIP 49 NORTH, RANGE 4 WEST IN THE CITY OF WASHBURN,  
BAYFIELD COUNTY, WI.

### Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; A parcel of land located in the NE  $\frac{1}{4}$  - NW  $\frac{1}{4}$ , Section 32, Township 49 North, Range 4 West all in the City of Washburn, Bayfield County, WI more particularly described as follows:

Commencing at the North  $\frac{1}{4}$  corner of said section; Thence S00°44'29"W along the east line of the northwest  $\frac{1}{4}$  of said section a distance of 508.86 feet; Thence N89°33'30"W a distance of 576.63 feet to the east right of way of platted W. Fortier Rd.; Thence N54°25'20"W along said right of way a distance of 23.14 feet; Thence N46°07'52"W and continuing along said right of way a distance of 170.28 feet; Thence N00°25'01"E a distance of 78.52 feet; Thence S89°33'59"E a distance of 485.29 feet; Thence N00°44'29"E a distance of 300.00 feet to the north line of the NE  $\frac{1}{4}$  - NW  $\frac{1}{4}$ ; Thence S89°33'59"E along said north line a distance of 265.00 feet to the North  $\frac{1}{4}$  corner of said section and the Point of Beginning.

That the above described parcel of land contains 219,431 square feet which is 5.04 acres including the right of way of Washington Ave., or 188,958 square feet which is 3.89 acres excluding said right of way.

That I have made this map at the direction of Scott Kluver, Agent for said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and with the subdivision regulations of the City of Washburn in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this 5 day of November, 2020  
Patrick A. McKuen  
Professional Land Surveyor  
WI PLS S-2992  
ASHLAND, WISCONSIN

### CITY OF WASHBURN ZONING APPROVAL CERTIFICATE

I, SCOTT KLUVER, CITY OF WASHBURN ZONING DIRECTOR,  
DO HEREBY APPROVE THIS BAYFIELD COUNTY CERTIFIED SURVEY MAP

SIGNED: [Signature]  
SCOTT KLUVER

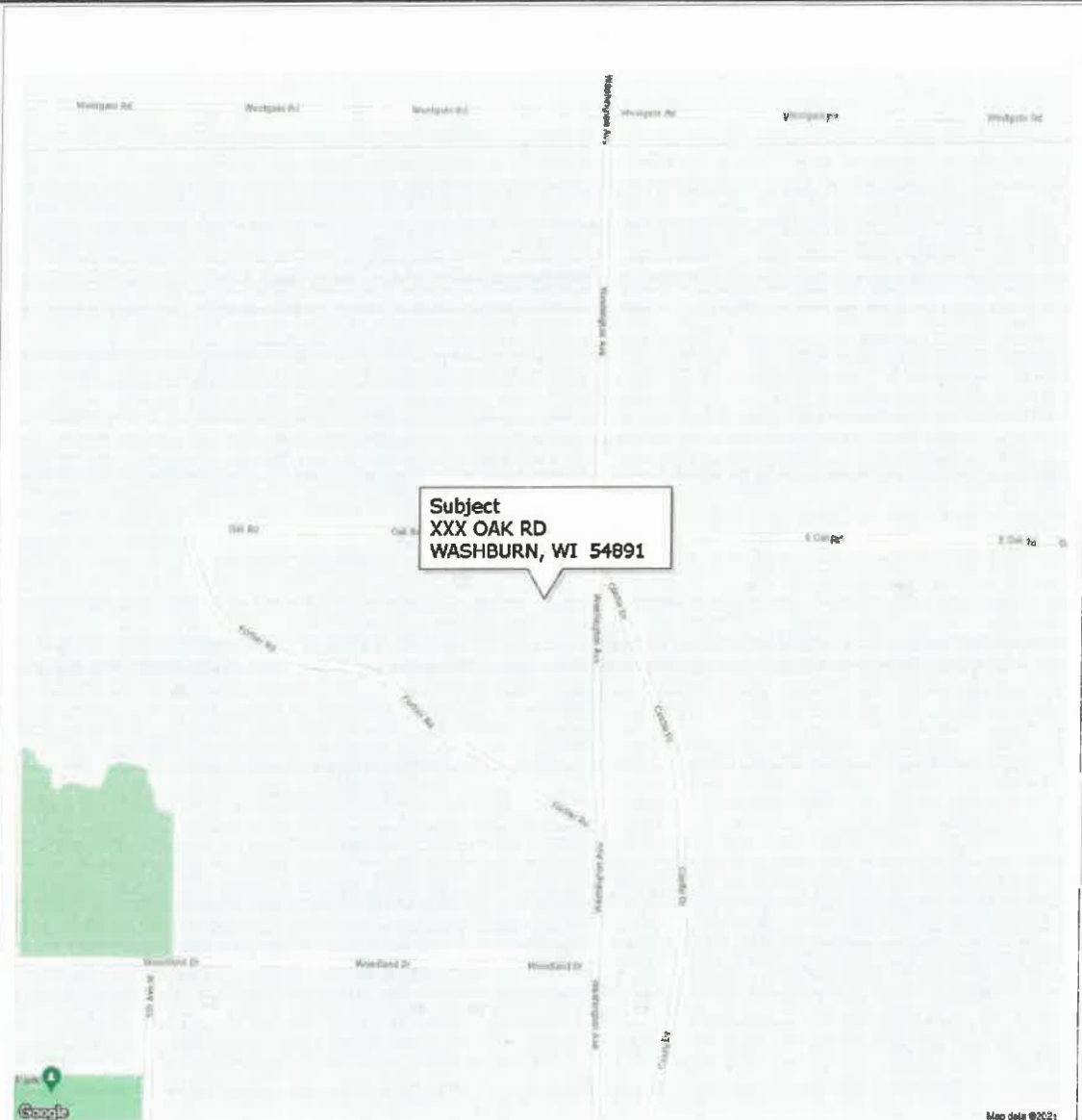
DATED THIS 17<sup>th</sup> DAY OF December, 2020.

Pine Ridge Land Surveying, LLC.  
Professional Land Surveying Services  
Value & Quality in a Timely Manner  
PATRICK A. MCKUEN, PLS  
1424 1/2 Lake Shore Dr. W.  
Ashland, Wisconsin  
Phone (715) 682-2988  
WWW.PINERIDGESURVEYING.COM  
PROJECT NO. C.O.W.20-WASHBURN  
SHEET 2 OF 2 SHEETS

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# FLOOD MAP

Borrower: City of Washburn	File No.: 21062
Property Address: XXX Oak Rd	Case No.:
City: Washburn	State: WI Zip: 54891
Lender: City of Washburn	



## FLOOD INFORMATION

**Community:** City of Washburn  
**Property is NOT in a FEMA Special Flood Hazard Area**  
**Map Number:** 55007C0442D  
**Panel:** 55007C0442  
**Zone:** X  
**Map Date:** 12-16-2011  
**FIPS:** 55007  
**Source:** FEMA DFIRM

## LEGEND

- = FEMA Special Flood Hazard Area - High Risk
- = Moderate and Minimal Risk Areas
- Road View:**
- = Forest
- = Water

## Sky Flood™

No representation or warranty is made by any party concerning the content, accuracy or completeness of the flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Northern Lights Appraisals

11936 E Autio Rd  
Maple, WI 54854

<b>BILL TO</b>
<p>City of Washburn 119 Washington Ave Washburn, WI 54891</p>

**INVOICE**

\* Forward to Accounts Payable \*

<b>REFERENCE</b>	
Invoice #:	21062
Invoice Date:	
Order Date:	05/15/2021
Appr. File #:	21062
Case #:	
Client File #:	
PO #:	
Tracking #:	

<b>DESCRIPTION</b>	
Borrower:	City of Washburn
Property Address:	XXX Oak Rd Washburn, WI 54891

BILLING			AMOUNT
			\$ 400.00
		<b>Total</b>	\$ 400.00
Payment 1	Check #:	Date:	( )
<b>Balance Due</b>			\$ 400.00

\* Please Return This Portion With Your Payment \*

**PAYMENT**

<b>FROM</b>
<p>City of Washburn 119 Washington Ave Washburn, WI 54891</p>

<b>PAYMENT</b>	
Amount Due:	\$ 400.00
Amount Enclosed:	\$ _____
Invoice #:	21062
Invoice Date:	
Appr. File #:	21062
Case #:	

<b>SEND PAYMENT TO</b>
<p>Northern Lights Appraisals 11936 E Autio Rd Maple, WI 54854</p>

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,  Administrator

Re: Resolution to Apply for CDI Grant for Lost Apostle Brewery Project

Date: January 27, 2023

Enclosed you will find a new resolution to apply for the Community Development Investment (CDI) Grant for the Lost Apostle Brewery Project. This would be the second grant that we anticipated applying for on behalf of Brewing Badger LLC per our development agreement with him. This grant application, up to \$250,000, would be used in the demolition of the existing building and site preparation for the new structure. By the Council meeting, it is anticipated that the application will be submitted and ready for review pending approval of this resolution.

You may recall that the Council did approve a resolution similar to this about two years ago; however, that resolution was not specific enough to reuse given that there is now a project plan. I recommend approval of this resolution to keep this project moving forward.

The asbestos removal in the building was completed, and at the time of this writing, have been approved for our first reimbursement to the Site Assessment Grant that was previously awarded. Please let me know if you have further questions.

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

Resolution No. **023-004**

Requesting Assistance from the Wisconsin Economic Development Corporation via the  
Community Development Investment (CDI) Grant

**WHEREAS**, the Common Council of the City of Washburn has entered into a development agreement with The Brewing Badger LLC for the redevelopment of the property located at 204/206 West Bayfield Street in the City of Washburn (Tax ID 33221); and

**WHEREAS**, The Brewing Badger LLC is intending on redeveloping the property into a new brewpub facility;

**WHEREAS**, the City of Washburn is applying for the Wisconsin Economic Development Corporation CDI Grant, up to \$250,000, to assist with the redevelopment of that property for the agreed upon purpose;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Washburn assembled this 13<sup>th</sup> Day of February, 2023, **HEREBY AUTHORIZES**, Scott J. Kluver, City Administrator, to act on behalf of the City of Washburn to submit an application to the Wisconsin Economic Development Corporation 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 program as may be required.

Adopted by the Common Council for the City of Washburn, Wisconsin this 13<sup>th</sup> Day of February, 2023.

---

Mary D. Motiff, Mayor

STATE OF WISCONSIN    )  
  )  
COUNTY OF BAYFIELD    )

I hereby certify that the foregoing resolution is a true, correct and complete copy of a Resolution #23-004 duly and regularly adopted by the Common Council for the City of Washburn on the 13<sup>th</sup> day of February, 2023 and that said resolution has not been repealed or amended, and is now in full force and effect.

Scott J. Kluver Administrator/Clerk


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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver,  Administrator

Re: Harbor Commission Budget Amendment #1

Date: January 27, 2023

During the approval of the TID #2 Budget in December, it was approved to pay off one of the loans one year early because TID #2 expires for general purposes this year, and will exist next year only to generate revenue for the Cinnaire Affordable Housing Project. This would allow for cleaner bookkeeping as the funds are available to do this.

The loan that would be paid off is a BCPL loan that was for the Marina Boat Ramp Project which was split between TID #2 and the Harbor Commission. So, while the TID budget is set for this, the Harbor Commission budget needs to be amended to accommodate this. That resolution is attached and was approved by the Harbor Commission at its last meeting. The Harbor Commission does have adequate funds in its reserve to pay off this loan early as well.

If you approve the attached resolution, we will get this matter completed!



**City of Washburn**  
**Resolution No. 2023-003**

**2023 Harbor Commission Budget Amendment No. 1**

**WHEREAS**, the 2023 Harbor Commission budget was approved prior to determining it was in the best interests of the City to pay-off BCPL Loan Issue 02020011.01; and

**WHEREAS**, the Harbor Commission has adequate funds in reserve to make its share of the loan payment;

**NOW THEREFORE**, The Common Council for the City of Washburn, Wisconsin, acting at its regular monthly meeting of February 13, 2023, resolves to amend the 2023 Harbor Commission Budget as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount Approved With Adoption of the 2023 Budget</u>	<u>Amount Approved With Adoption of 2023 Budget Amendment No. 1</u>	<u>Difference</u>
210-00-49300-000	Fund Cash Balance	\$0	\$18,381	\$18,381
210-00-58100-000	Principal	(\$52,790)	(\$70,548)	(\$17,758)
210-00-58200-000	Interest	(\$8,704)	(\$9,327)	(\$623)
	<b>TOTAL</b>	<b>(\$61,494)</b>	<b>(\$61,494)</b>	<b>(\$0)</b>

---

Mary D. Motiff, Mayor

STATE OF WISCONSIN    )  
                                      )  
COUNTY OF BAYFIELD    )

I hereby certify that the foregoing resolution is a true, correct and complete copy of Resolution 2023-003 duly and regularly passed by the Common Council for the City of Washburn on the 13<sup>th</sup> day of February 13, 2023 and that said resolution has not been repealed or amended, and is now in full force and effect.

Scott J. Kluver, Clerk

Dated this 13<sup>th</sup> day of February, 2023


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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver,  Administrator

Re: Ayres Contract Amendment for Bayfield Street Phase 1 Add-Alternate Projects

Date: January 27, 2023

Enclosed you will find an amendment to the contract the City has with Ayres for the Bayfield Street Project. At the January 9<sup>th</sup> meeting, you were given an overview of the proposed utility work on Phase 1 of the Bayfield Street Project to occur in 2024 including additional side-projects that are related to the main project. This amendment adds those side projects into the engineering and bidding phases of the project for an additional cost of \$101,700.

I recommend approval of this amendment. This will allow the project to keep moving forward and include these side projects as add-alternates as discussed. Please let me know if you have any questions on this amendment. The original agreement is also enclosed for reference.

## **AMENDMENT #1 TO AGREEMENT**

Amendment dated January 26, 2023

The Agreement for Professional Services dated August 19, 2020, between the City of Washburn (OWNER) and Ayres Associates Inc (CONSULTANT) for the STH 13 WDOT Water and Sewer Replacement Project is hereby amended as set forth below.

### **ATTACHMENT A – SCOPE OF SERVICES**

#### **ARTICLE 1 – BASIC SERVICES**

**Paragraph 1.1.2 is hereby supplemented to include the following;**

The reconstruction of the water main, storm sewer and urban street on Washington Avenue from Omaha Street to Bayfield Street, the reconstruction of the water main, storm sewer, and urban street on W 4<sup>th</sup> Avenue from Omaha Street to Bayfield Street, the reconstruction of the water main, and repair of the urban street on W 8<sup>th</sup> Avenue from Bayfield Street to W 4<sup>th</sup> Street, the reconstruction of the sanitary sewer and alley between 10<sup>th</sup> Ave W and 9<sup>th</sup> Ave W south of Bayfield Street and North of Omaha St, and the installation/looping of watermain along Omaha Street between 10<sup>th</sup> Ave W and 9<sup>th</sup> Ave W.

**Section 1.5 Bidding Phase is hereby deleted and replaced with the following;**

CONSULTANT shall:

1.5.1 Assist OWNER in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids and in assembling and awarding contracts for construction, materials, equipment and services.

#### **ARTICLE 2 – ADDITIONAL SERVICES**

**Paragraph 2.1.8 is hereby deleted in its entirety.**

**ATTACHMENT C – COMPENSATION AND PAYMENTS is hereby amended as follows;**


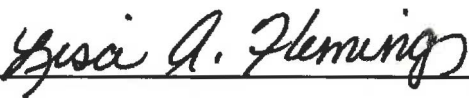
The total compensation in Paragraph 5.1.1.3 is changed from \$402,800.00 to \$504,500.00.



Add the following subparagraph;

- i. Washington, W 4<sup>th</sup>, W 8<sup>th</sup>, & Omaha/Alley Design & Bidding \$101,700.00.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Washburn</u> OWNER		<u>Ayres Associates Inc</u> CONSULTANT
_____	(Signature)	
<u>Mary D. Motiff</u>	(Typed Name)	<u>Michael C. Stoffel, PE</u>
<u>Mayor</u>	(Title)	<u>Project Manager</u>
_____	(Date)	<u>January 26, 2023</u>
_____	(Attest)	
<u>Scott J. Kluver</u>	(Typed Name)	<u>Lisa A. Fleming, PE</u>
<u>Administrator/Clerk</u>	(Title)	<u>Manager – Engineering Services</u>

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of August 19, 2020 between the City of Washburn, 119 Washington Avenue, Washburn, WI 54891 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for their STH 13 Wisconsin Department of Transportation (WDOT) Water and Sewer Replacement project and as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 9 pages.
- Attachment B - Period of Services, consisting of 2 pages.
- Attachment C - Compensation and Payments, consisting of 3 pages.
- Attachment D - Terms and Conditions, consisting of 3 pages.
- Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.


City of Washburn

OWNER



Mary D. Motiff

Mayor



Scott J. Kluver

Administrator/Clerk

(Signature)

(Typed Name)

(Title)

(Date)

(Attest)

(Typed Name)

(Title)

Ayres Associates Inc

CONSULTANT



Michael C. Stoffel, PE

Senior Project Manager

August 19, 2020



Disa Wahlstrand

Vice President

## **ATTACHMENT A - SCOPE OF SERVICES**

This is an attachment to the Agreement dated August 19, 2020 between the City of Washburn (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 1 - BASIC SERVICES**

#### **1.1 General**

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.1.2 In General, the project consists of design services for the replacement of water main and sanitary sewer under STH 13 in conjunction with the Wisconsin Department of Transportation (WDOT). Segment 1 is planned from 11th Avenue West approximately 4,800 feet easterly to Washington Avenue for construction in 2024. This will include complete water and sewer replacement along with assistance in selecting a decorative lighting system. Segment 2 is planned from Washington Avenue approximately 5,400 feet easterly to Superior Avenue for construction in 2026. This will include complete sewer replacement for the entire Phase length and water main replacement from Washington Avenue to 3<sup>rd</sup> Avenue East. It is anticipated the same decorative lighting selected in Segment 1 will be utilized for Segment 2.

1.1.3 The following preliminary and final design phases will be performed for each Segment of the Project.

#### **1.2 Not Used**

#### **1.3 Preliminary Design Phase**

After written authorization to proceed with the Preliminary Design Phase, CONSULTANT shall:

1.3.1 In consultation with OWNER determine the general scope, extent, and character of the Project. In general, the water main and sanitary sewer will be replaced at a location to be determined within the proposed cross section of STH 13.

1.3.1.1 Perform a supplemental manhole structure report survey to collect additional information related to the water main and sanitary sewer which is not part of the WDOT topographic survey.

1.3.1.2 Review existing water main and sanitary sewer systems with the OWNER and outline design criteria for the Project. Predominately water and sewer will be reconstructed in the Bayfield Street corridor. The following are locations where water and/or sewer will be evaluated outside the Bayfield Street corridor.

1.3.1.2.1 Watermain on north side alley between 10th Avenue West and 9th Avenue West.

1.3.1.2.2 Sanitary sewer on south side alley between 10th Avenue West and 9th Avenue West.

1.3.1.2.3 Watermain on 4th Avenue West from Bayfield Street to Omaha Street.

1.3.1.2.4 Water services in the 100 Block of West Bayfield Street.

1.3.1.2.5 Sanitary sewer relocation for the Foundry project between 1<sup>st</sup> Avenue East and 3<sup>rd</sup> Avenue East.

1.3.1.3 During Segment 1 assist the OWNER with the selection of decorative lighting for the Project. Assistance will consist of assembling and evaluating product information, aesthetics, photometric and spacing data, and costs for OWNER's use in making a selection.

1.3.1.4 Coordinate preliminary right of way impacts, construction staging, and detour routes for utility work as part of the WDOT project.

1.3.1.5 Participate in bi-weekly Project coordination phone and video calls with the City and WDOT.

1.3.1.6 Participate in three on-site preliminary design Project meetings with the OWNER.

1.3.1.7 Prepare preliminary exhibits for and attend a public information meeting in Washburn for the Project.

1.3.1.8 Prepare preliminary plans for the Project and attend a plan review meeting in person with the OWNER.

1.3.1.9 Prepare preliminary schedule of quantities and opinion of probable construction costs.

1.3.2 Prepare Preliminary Design documents consisting of preliminary drawings and draft specifications in WDOT format for 30% and 60% submittals in accordance with the WDOT project schedule.

1.3.3 Prepare preliminary plans for the Project WDOT utility submittal.

1.3.4 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

#### **1.4 Final Design Phase**

The Final Design Phase, CONSULTANT shall:

1.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the format of the Construction Specifications Institute).

1.4.1.1 Participate in Project coordination phone and video calls with the City and WDOT.

1.4.1.2 Prepare exhibits for and attend a public information meeting in Washburn for the Project.

1.4.1.3 Participate in bi-weekly Project coordination phone and video calls with the City and WDOT.

1.4.1.4 Participate in three on-site final design Project meetings with the OWNER.

1.4.1.5 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.1.6 Furnish the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4.2 Prepare design documents consisting of drawings, specifications in WDOT format, and miscellaneous quantities for 90% and Final submittals in accordance with the WDOT project schedule.

1.4.3 Upon approval by the OWNER, submit documents to WDOT for inclusion in their bidding procedure.

1.4.4 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. Anticipated permits include Wisconsin Department of Natural Resources (WDNR) Watermain Extension and Sanitary Sewer Extension.

## **1.5 Bidding Phase**

After the WDOT has released the project for bidding, CONSULTANT shall:

1.5.1 Not Used.

1.5.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Assist OWNER in evaluating bids or proposals received for the water main and sanitary sewer by DOT.

## **1.6 Not Used**

## **1.7 Not Used**

## **1.8 CDBG Public Facilities Grant Application**

If Authorized, prepare a CDBG-Public Facilities Grant Application.

1.8.1 Meet/Contact the City to discuss the project and the PF application.

1.8.2 Work with City to collect all data required by the PF application.

1.8.3 Create project location map(s).

1.8.4 Collect City signatures for the application, as necessary.

1.8.5 Provide templates for resolutions, from DOA, that the City will need to adopt in order to be eligible for a CDBG application. (Listed below are required, some may already be in place, and some may need to be updated for required language.)

1.8.5.1 Authorizing Resolution for Application.

1.8.5.2 Citizen Participation Plan.

1.8.5.3 Adopting Resolution for Citizen Participation Plan.



1.8.5.4 Fair Housing Ordinance.

1.8.5.5 Adopting Resolution of Fair Housing Ordinance.

1.8.5.6 Relocation Plan/Anti/Displacement Policy.

1.8.5.7 Acquisition/Relocation/Demolition Questionnaire.

1.8.5.8 Non-Violent Demonstration Policy.

1.8.5.9 Excessive Use of Force Policy.

1.8.6 Prepare Citizen Participation meeting notice, agenda, and minutes.

1.8.7 Participate in the Citizen Participation meeting.

1.8.8 Make required number of copies of the final application for the City and DOA files.

1.8.9 Prepare and submit the completed application to DOA.

1.8.10 Respond to follow up questions from DOA after submission of the application.

### **1.9 Safe Drinking Water Loan Program (SDWLP) and Clean Water Fund Program (CWFP) Grant Application**

If Authorized, prepare a Wisconsin Department of Natural Resources (WDNR) Safe Drinking Water Loan Program Application (SDWLP) for water main related costs.

If Authorized, prepare a WDNR Clean Water Fund Loan Program Application (CWFLP) for sanitary sewer related costs.

1.9.1 Meet with the OWNER to identify and define the wastewater treatment or drinking water project.

1.9.2 Prepare and submit the pre-application including a notice of Intent to Apply and Priority Evaluation and Ranking Formula.

1.9.3 Conduct an Environmental Review per SDWLP guidelines.

1.9.3.1 Endangered Species review.

1.9.3.2 Archeological/Historical review.

1.9.3.3 Waterway & Wetland review.

1.9.4 Provide templates for resolutions, from DOA, that the City will need to adopt in order to be eligible for a SDWLP or CWFP application.

1.9.4.1 Authorized Representative Resolution.

1.9.4.2 Reimbursement Resolution.

1.9.5 Prepare and submit the completed applications to DOA.

### **1.10 CDBG Administrative Services**

If authorized, in order to satisfy the requirements of the DOA CDBG program, CONSULTANT shall assist the OWNER in the administration of a CDBG grant or loan through the following;

1.10.1 Set up grant administrative files and journals.

1.10.2 Prepare an Environmental Review Report.

1.10.3 Coordinate project environmental compliance with DOA.

1.10.4 Advise OWNER in opening a non-interest bearing checking account for CDBG funded project expenses only.

1.10.5 Request Federal (Davis Bacon) wage rates for incorporation into bid documents.

1.10.6 Submit 10-Day Wage Check form to DOA for wage rates.

1.10.7 Prepare materials for pre-construction meeting relating to DOA and CDBG compliance for federal wage rates.

1.10.8 Prepare and maintain grant financial journals and submit grant reimbursement requests, forms and reports to DOA.

1.10.9 Assist with Fair Housing compliance in accordance with the DOA contract.

1.10.10 Assist OWNER with second Citizen Participation Hearing notice.

1.10.11 Review contractor payroll reports and advise prime contractors and sub-contractors of any deficiencies in reporting or wages.

1.10.12 Perform field wage interviews of contractor employees.

1.10.13 Prepare closeout monitoring checklist and files for DOA audit and site visit.

### **1.11 Safe Drinking Water and Clean Water Fund Administration Services**

If authorized, CONSULTANT shall assist OWNER in the administration of the SDWLP and CWFPP programs through the following.

1.11.1 Review and comment on WDOA and WDNR contract documents.

1.11.2 Establish filing system for each funding source.

1.11.3 Cost and Effectiveness Certification.

1.11.4 Environmental Review Record preparation.

1.11.5 Monitor and enforce Davis Bacon Wage requirements.

1.11.6 Perform on-site wage interviews with workers.

1.11.7 Review and comment on certified payrolls from contractors working on the job.

1.11.8 Requesting wage rates for inclusion in the bid documents.

1.11.9 Ensure that required SDWLP and CWFP language is included in bid documents and contracts.

1.11.10 Prepare the SDWLP and CWFP financial forms for signature by the Village and the bank.

1.11.11 Prepare and submit drawdown requests for source funds.

1.11.12 Prepare and submit semi-annual reports.

1.11.13 Prepare and submit to WDOA and WDNR funding closeout documents.

## **ARTICLE 2 - ADDITIONAL SERVICES**

### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and subconsultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 Services associated with bidding the project outside the WDOT bid letting system.

2.1.9 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.10 Not Used.

2.1.11 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.1.15 Lighting design services.

2.1.16 Funding agency application and administration services other than those identified in Article 1 Basic Services.

2.1.17 Construction administration and observation services.

## **2.2 Required Additional Services**

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

2.2.1 Services in connection with work change directives and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Not Used.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4 Not Used.

2.2.5 Not Used.

2.2.6 Not Used.

## **ARTICLE 3 - OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.4.3 Not Used.

3.4.4 Not Used.

3.4.5 Not Used.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Not Used.

3.6 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.9.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.9.2 Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor(s) raises, or CONSULTANT reasonably requests.



3.9.3 Such auditing services as OWNER requires to ascertain how or for what purpose any Contractor has used the money paid.

3.10 If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 Not Used.

3.12 Furnish to CONSULTANT data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Not Used.

3.14 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.15 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.16 Bear all costs incident to compliance with the requirements of Article 3.

## **ATTACHMENT B - PERIOD OF SERVICES**

This is an attachment to the Agreement dated August 19, 2020 between the City of Washburn (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 4 - PERIOD OF SERVICES**

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 Not Used.

4.3 Upon written authorization from OWNER, CONSULTANT shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs in accordance with the WDOT 60 percent submittal schedule.

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, CONSULTANT shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project in accordance with the WDOT PS&E submittal schedule.

4.5 CONSULTANT's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6 After acceptance by OWNER of the CONSULTANT's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, CONSULTANT shall proceed with performance of the services called for in the Bidding Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in Attachment D, paragraph 6.2.2.5).

4.7 Not Used.

4.8 Not Used.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.10 Not Used.

4.11 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays which result in EXTRA WORK caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, pandemics, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments associated with EXTRA WORK shall be subject to change.

4.12 Not Used.

## ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated August 19, 2020 between the City of Washburn (OWNER) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 5 - COMPENSATION AND PAYMENTS

#### 5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each of the CONSULTANT's employees times the hourly rate in effect at the time the work is performed for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 Not Used.

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be \$402,800.00 based on the following assumed distribution of compensation:

a.	Preliminary Design Segment 1 (2020 – 2021)	\$ 79,400.00
b.	Final Design and Bidding Segment 1 (2022 – 2023)	\$ 55,200.00
c.	Preliminary Design Segment 2 (2022 – 2023)	\$ 72,800.00
d.	Final Design and Bidding Segment 2 (2023 – 2025)	\$ 59,900.00
e.	Grant Applications Segment 1 (2023)	
	(1) CDBG-PF	\$ 8,500.00
	(2) Clean Water Fund	\$ 5,800.00
	(3) Safe Drinking Water Fund	\$ 5,800.00
f.	Grant Administration Segment 1 (2024-2025)	
	(1) CDBG-PF	\$ 22,500.00
	(2) Clean Water Fund	\$ 11,300.00
	(3) Safe Drinking Water Fund	\$ 11,300.00
g.	Grant Applications Segment 2 (2025)	
	(1) CDBG-PF	\$ 9,000.00
	(2) Clean Water Fund	\$ 6,300.00
	(3) Safe Drinking Water Fund	\$ 6,300.00
h.	Grant Administration Segment 2 (2026-2027)	
	(1) CDBG-PF	\$ 24,300.00
	(2) Clean Water Fund	\$ 12,200.00
	(3) Safe Drinking Water Fund	\$ 12,200.00

5.1.1.4 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5.1.1.5 The total estimated compensation for CONSULTANT's services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.2 Not Used.

5.1.3 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.3.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.13), an amount equal to the cumulative hours charged to the Project by each of the CONSULTANT's employees times the hourly rate in effect at the time the work is performed for all services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.4 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.5 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project by each of the CONSULTANT's employees times the hourly rate in effect at the time the work is performed for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.6 Not Used.

5.1.7 Other Provisions Concerning Compensation.

5.1.7.1 Not Used.

5.1.7.2 Not Used.

5.1.7.3 Estimated Compensation Amounts. CONSULTANT's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall be paid for all services rendered hereunder.

5.1.7.4 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

## **5.2 Payments**

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.



**5.2.3 Payments Upon Termination.** In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

**5.2.4 Payments for Taxes Assessed on Services.** The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

**5.2.5 Deductions or Offsets.** No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

### **5.3 Definitions**

**5.3.1 Reimbursable Expenses.** Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

## **ATTACHMENT D - TERMS AND CONDITIONS**

This is an attachment to the Agreement dated August 19, 2020 between the City of Washburn (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST**

#### **6.1 Construction Cost**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A, paragraphs 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in Attachment A, paragraph 1.2.6.)

#### **6.2 Opinions of Probable Cost**

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in Attachment A.

### **ARTICLE 7 - GENERAL CONSIDERATIONS**

#### **7.1 Standard of Performance**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

#### **7.2 Reuse of Documents**

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific

purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### **7.3 Electronic Files**

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

### **7.4 Insurance**

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

### **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

### **7.7 Successors and Assigns**

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

## **7.8 Dispute Resolution**

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

## **7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages**

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

## **7.10 Betterment**

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

## **7.11 Not Used.**

## **ATTACHMENT E - INSURANCE**

This is an attachment to the Agreement dated August 19, 2020 between the City of Washburn (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 8 - INSURANCE**

#### **8.1 Workers' Compensation**

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

#### **8.2 Commercial General Liability**

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	2,000,000
Products-Completed Operations Aggregate:	\$	2,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

#### **8.3 Business Automobile Liability**

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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#### **8.4 Umbrella Excess Liability**

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	2,000,000
Aggregate:	\$	2,000,000



### **8.5 Professional Liability (Errors and Omissions)**

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 2,000,000
Aggregate:	\$ 2,000,000

### **8.6 Valuable Papers**

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, Administrator  
Re: Review of Goals and Objectives for 2022 and Establishment of Goals and Objectives for 2023  
Date: January 30, 2023

Related to the administrator's evaluation is the establishment of specific goals and objectives that should be accomplished within a given timeframe. Please keep in mind that goals approved here are not just for me, but will be providing general direction to all of the staff. It is understood that there is always a need to adapt to changing priorities, but expectations should be set. If too many conflicts occur, or the priorities of the Council change, then the goals need to be reviewed and modified as well.

Below is a list of the 2022 projects/goals that were established, and my response to them in *italics*.

**Bayfield Street Reconstruction Phase 1 and Phase 2-** For 2022, we intend to conclude preliminary planning on Phase 1 of the project with the DOT as they will then start to put together the detailed project plans and return in the fall for another public input session. The City will focus on preparing the water and sewer utility plans for Phase 1. We will also begin working with the DOT to begin the planning of Phase 2 of the project. *Planning for Phase 1 from the DOT perspective was largely concluded. Utility planning started on Phase 1. During the year, the detour route was determined, and Public Works internally began working on the redesign of the intersection of 8<sup>th</sup> Avenue and Bigelow/Holman Lakeview Drive. Stormwater planning also took place during the year for Phase 1 which resulted in recommendations to change the stormwater system in the Washington Avenue area. Planning began on Phase 2 of the project with some decisions being made on design and detour routes.*

**Ambulance Staffing** – Assuming successful passage of the referendum, planning will continue on a transition of the service to a mixed full-time/paid on call model. The hiring process will start later in the year assuming a January start date. If the referendum is not successful, assume that there will be departures from the ambulance service and that other agencies will need to assist in coverage leading to further difficulties. *The hiring process resulted in two full-time EMTs starting on January 2<sup>nd</sup>. We will monitor the progress of this and consider any modifications to the scheduling and duties that may be appropriate.*

**Brokedown** – The next month or two will be pivotal for this project. Either the steps in the approved development agreement will continue, or the Council will be in a position to consider other proposals. *Council approved an extension of deadlines during this past year. As a result, the Site Assessment Grant was applied for and received, and the asbestos was removed from the facility. The Community Development Investment grant has been prepared to assist with the removal of the building.*

**Iron Works Sewer Line Re-Route** – At this meeting, the Council will consider approving the project plan for this project which is intended to lead to the expansion of the Iron Works which could then happen this year as well. *This project was completed this past year with the addition of work to improve the utilities around the athletic field area. As a result, the Iron Works facility expanded and they continue to plan for future improvements.*

**West End Park Campground Expansion Planning** – Based on recent Council action, the Council will likely be in a position later this spring/early summer to consider next steps on the desire to increase camping at West End Park. *The Council made a decision this past November on a portion of the proposed project with the discussion as to what to do with the first field immediately to the east of 6<sup>th</sup> Avenue West and Holman Lakeview Drive to be discussed next month.*

**Comprehensive Plan** – It is hoped that this project will be completed by the end of the year. *It is my hope that this plan will be before the Council at the April meeting for adoption consideration.*

**Sidewalks** – A discussion should be held with the Council and the Public to determine what the desire is for sidewalks in the community. If there is a desire for sidewalks throughout the City or if there is only a desire for sidewalks in certain locations will have an impact on how this could/should be funded and implemented. *This project did not progress as the Bayfield Street Phase 1 detour route and other project planning took priority. An inventory of existing sidewalk conditions are needed to formulate a recommendation on how to proceed with this topic.*

**Other Budgeted Projects/E-mail Conversion** – There are other projects approved in the budget such as the continuation of the improvement to the alleys in the City, and the purchase and demolition of a property on Pine Street. Another project that we had hoped to complete by now is a conversion of all of the e-mail addresses in the City to a .gov . This will take some time to coordinate and plan along with additional upgrades to our computer infrastructure. *Most of the alleys in the City have been regraded and cleared of encroaching brush. A few locations remain to be completed. As for the property on Pine Street, the County has repossessed the property itself and is looking at remediation options for it. The City's attention is now focused on a property on S. 9<sup>th</sup> Avenue West. The e-mail conversion did not get done last year due to a lack of time. Planning for that is currently in process, and a new IT Support contract for the City has been entered into to provide support for all departments moving forward. It was intended to replace the HVAC system at City Hall this past year; however, that project turned into an asbestos abatement project that needed to be completed first.*

Below is a list of the proposed 2023 projects/goals. Know that I alone will not accomplish these tasks single handedly, these would be the projects of the senior staff of the City. It would however be my responsibility to see these tasks through to fruition. Please keep in mind that this does not include all annual/routine matters that must also be addressed. This list also does not include all departmental level goals, but rather just the larger “big picture” goals.

**Bayfield Street Reconstruction Phase 1 and Phase 2-** For 2023, it will be necessary to prepare the financing for Phase 1, identify any properties that may need to be specially assessed, and inform property owners along the route of additional details and utility requirements. There will also be a significant public education process and cooperative work that will need to occur with the Chamber for detour/signage preparations. The DOT portion of project will occur in August, with the detour route preparation occurring in the fall. The utility portion of the work will be bid in the winter with the entire project expected to start in April of 2024. Planning for Phase 2 has begun, and public meetings are scheduled for later this month. Based on the funding situation for Phase 1, a decision will need to be made as to whether or not to push the DOT to resume the 2026 start time or to leave the new 2027 start time intact.

**Planning for Early 2024 Borrowing** – Phase 1 of the Bayfield Street Project will be starting in just over a year. With that, it will be necessary to have all of the financing set for that project about one year from now as well. This will include any other capital items that the City may be able to afford with the borrowing that will need to occur for the project (e.g. fire truck, park improvements).

**Brokedown** – It is anticipated in this year that the existing building will be taken down and construction will occur on a new facility. Work on this project for the coming year will focus on grant administration and zoning review.

**West End Park Campground Expansion Planning** – Based on recent Council action, the Council will likely be in a position later this spring/early summer to consider next steps on the desire to increase camping at West End Park. Once approved, the final engineering and financing plans will need to be completed.

**Revaluation Project** – With the revaluation occurring this year, which is the first time in about 18 years, we should anticipate a far more active Board of Review. This will likely occur in the late summer, early fall. Public education on this process will begin later this spring and into the summer.

**Sidewalks** – A discussion should be held with the Council and the Public to determine what the desire is for sidewalks in the community. If there is a desire for sidewalks throughout the City or if there is only a desire for sidewalks in certain locations will have an impact on how this could/should be funded and implemented.

**Other Budgeted Projects/E-mail Conversion** – There are other projects approved in the budget such as the HVAC replacement and window replacement at City Hall. It is my hope to have the e-mail conversion of all of the e-mail addresses in the City to a .gov by the time the new Council is seated. The Mayor would like to have the City’s website replaced and we are looking at a contract with CivicPlus. Police contract negotiations will need to occur starting in July.

It would be good for the Council to come to an agreement as to what they believe the priorities should be so that I, and the rest of the staff, have a clear direction and focus. Once a final list is established, the Council should deflect additional wants and desires until the tasks at hand have been completed unless there is a desire to change priorities. There is a lot of discussion related to pending development projects that could take a significant amount of my time should they move forward. When I first started this job, I didn't do any zoning. It was contracted out. With budget cuts, the zoning was absorbed in-house and the zoning code is complex and cumbersome to implement. I currently spend close to 50 percent of my time on zoning matters. This is a concern because there is a movement in the Plan Commission to make significant changes to the zoning code. There is not enough time for me to manage the staff of the City, address the day-to-day tasks that need to get done, and the projects that are a priority for the City on top of the existing zoning burden. I will resist any efforts to make zoning even more complex as we are not staffed to adequately handle the current level of zoning review and enforcement. We are overburdened as it is, and additional zoning regulations will lead to other tasks not being accomplished, or with the care and attention that is deserved. A change related to zoning needs to occur, but funding it is the problem.

In preparing this document, it was suggested that the day-to-day tasks be identified so that everyone is aware of what goes on. Here is the list of the tasks that occur at City Hall on a day-to-day basis within the year:

1. Conduct two or four elections each year which includes required hours of election training; absentee ballot request preparation, mailing, and tracking; nursing home voting, voter registrations, notifications and publications, various reports to the state, voter balancing and data entry, machine maintenance and testing, and Mayor/Council nomination process.
2. Issuance of construction permits, zoning and site plan reviews, survey map reviews. Complete reports of activities and permits issued to state and federal entities.
3. Issuance of various licenses including alcohol, bartender, short-term rentals, dogs. Complete reports of activities and permits issued to state and county entities.
4. Parks seasonal reservations, cable box maintenance, pavilion rentals, special event reservations.
5. Maintain cemetery records, schedule burials, sell lots.
6. Maintain special assessments and provide special assessment/utility review for property sales.
7. Complete review and renewal of municipal insurance for all city property and equipment.
8. Conduct staff reviews and address personnel matters as they present themselves.
9. Conduct seasonal hiring and staff supervision (ice rinks, campgrounds, public works).
10. Complete payroll every two weeks, quarterly reports, year end reports, issuance of W-2s and 1099s.
11. Administer employee benefit programs for full and part-time employees, and LOSA program for Fire and EMTs.
12. Complete general accounting, pay bills, receipt funds, transfers between two dozen funds, complete multiple reports, and prepare materials for auditing processes.
13. Receipt first property tax payments and settle with other taxing jurisdictions.
14. Conduct quarterly utility billing for water, sewer, storm sewer, refuse. Receipt funds, send late notices, disconnect notices, complete various reports and audit requirements.
15. Manage contracts for attorney, assessor, refuse, engineering services and other projects.



16. Staff, prepare materials, and take minutes for Council, Plan Commission, Harbor Commission, Parks Committee, and Personnel/Finance Committees. Follow up on actions taken. Also coordinate annual Board of Review and Joint Review Board meetings.
17. Maintain website and Facebook pages, issue press releases, public hearing notices, and other materials as necessary for public education.
18. Prepare the annual budget for all major funds.
19. Administer various grants (internal and external) and prepare required reports.
20. Facilitate ambulance billing.
21. Facilitate Room Tax collection and distribution
22. Advise Council on legislative matters and make policy recommendations.
23. Maintain records and answer public records requests.
24. Answer phone, e-mail, and in-person inquiries on all issues above and then some.