NOTICE OF FINANCE COMMITTEE MEETING  Monday, December 9, 2019 City Hall 4:30PM
  ▪ Committee Review-Monthly Expenditures

NOTICE OF HISTORIC PRESERVATION COMMISSION MEETING Monday, December 9, 2019
City Hall 5:30 PM
  ▪ Approval of Minutes from November 18, 2019
  ▪ Public Hearing and Action on Designating a Portion of the Lakefront Walking Trail as a Historic Site TAB 1

NOTICE OF CITY COUNCIL MEETING AMENDED DECEMBER 3, at 2:00 PM
Monday, December 9, 2019  Washburn City Hall 5:30 PM – Immediately Following Historic Preservation

AGENDA
  ▪ Call to Order/Roll Call/Pledge of Allegiance
  ▪ Approval of Minutes – City Council Meetings – November 18, 2019
  ▪ Approval of Monthly Expenditures via Roll Call Vote
  ▪ Public Comment
  ▪ Mayoral Announcements, Proclamations, Appointments
    ○ Vacancy on Harbor Commission; Reappointment to Housing Authority; Appointments to Election Board TAB 2
  ▪ Presentation by Charles Gable and Dave Bell on their Interest in the Brokedown Building at 204 W. Bayfield St.
  ▪ Discussion & Action on Amendment to Water and Sewer Credit Policy TAB 3
  ▪ Discussion & Action on Proposed 2020 Pay Schedule TAB 4
  ▪ Discussion & Action on Proposed 2020 TID #2 and TID #3 Budgets TAB 5
  ▪ Discussion & Action on Resolution #19-014 Adopting All 2020 Budgets and Expenditures TAB 6
  ▪ Discussion & Action on Writing-Off Certain Outstanding Ambulance Bills/Utility Bills TAB 7
  ▪ Discussion & Action on 2020 Meeting, Election, and Holiday Calendar TAB 8
  ▪ Discussion & Action on Approval of Contracts with Environmental Dynamics International, Inc. and Energenics, Inc. for Aerobic Digester Equipment Maintenance and Upgrades at the Wastewater Treatment Plant TAB 9
  ▪ Alcohol Licensing Matters –
    ○ New Bartender License Applications - #21-41 Through #21-43
  ▪ Adjourn

The City of Washburn is an equal opportunity provider, employer, and lender.
November 18, 2019

5:30PM Washburn City Hall

Present: Commission Members: Karen Spears-Novachek, Laura Tulowitzky, Jennifer Maziasz, Tom Neimes, Aaron Austin, Carl Broberg, Mary McGrath

Municipal Personnel: Mayor Richard Avol, City Administrator Scott J. Kluver, City Treasurer Tammy DeMars, City Attorney Max Lindsey, Director of Public Works Bob Anderson

Called to order at 5:30pm by Mayor Avol. Roll call as recorded above.

Consideration of Designating a Portion of the Lakefront Walking Trail as a Historic Site – Washburn Heritage Association is requesting the HPC to designate a portion of the walking trail as a historic site. If the HPC is interested in pursuing this a public hearing at a future meeting would be held and then a Public Hearing would be held at Council as they would make the final decision. Kluver is suggesting that if the Commission decides to do this, they should be sure to note in their recommendation to Council that this designation should not affect the maintenance including, trees, branches, brushes, gravel, shoreline preservation, bridge placement. Discussion held. Moved by Novachek to nominate as a Historic Site the portion of the Washburn Walking Trail from the trail head at Thompson's West End Park up to the marina boat landing. The width of the historic site shall be from eight feet north of the existing pathway south to the normal high-water line of Lake Superior and to move to a public hearing, second by McGrath. Motion carried unanimously.

Moved by McGrath to adjourn at 5:40pm, second by Broberg. Motion carried unanimously.

Tammy L. DeMars
City Treasurer/Deputy Clerk
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Designation of a Portion of the Walking Trail as a Historic Site Part II

Date: November 26, 2019

Again, the Council will first meet as the Historic Preservation Commission before the regular Council meeting. This time, a public hearing will first be conducted on the proposed nomination of the walking trail as a historic site. After the public hearing, the Commission can take action on making a recommendation to the Council. A copy of the same materials that were in last month’s packet are included.

The area to be designated as a historic site is defined as from the trail head at Thompson’s West End Park up to the marina boat landing. The width of the historic site shall be from eight feet north of the existing pathway south to the normal high-water line of Lake Superior.

If the Commission is favorable to this recommendation, the reasons for the nomination are to be stated. The reasons indicated to date are:

1. The area was home to several sawmills that were the heart of Washburn’s industrial past which also were an integral part to the founding of the community.
2. There are already have several signs documenting Washburn’s history.
3. The trail has been part of the community for many years, and some say decades, before it was formally developed.
4. Designating this area will help to preserve the history for future generations and can serve to be an attraction to the community.

Other reasons can certainly be added. Please review the criteria in section 13-4-4 of the ordinance. I believe that an argument can be made for the designation. I emphasize that it should be noted that this designation should not interfere with trail maintenance and repairs, tree/brush removal, invasive species control, shoreline erosion control, bridge replacement, and other similar activities. It would be my interpretation that replacement of signage or signage themes and the placement of new or other types of art or structures may be subject to obtaining a certificate of appropriateness. The Commission should make it clear in their recommendation what their desires are. Please let me know if you have further questions on this matter. If approved, there would be another hearing at the Council before the Council would take final action on this.

The City of Washburn is an equal opportunity provider, employer, and lender.
City of Washburn Historic Preservation Commission  
Notice of Public Hearing for Nomination of Historic Site

Notice is hereby given that the City of Washburn Historic Preservation Commission will hold a Public Hearing on Monday, December 9th at 5:30 PM at the Washburn City Hall, 119 Washington Avenue, for consideration of the Lakefront Walking Trail area as a historic site. The specific area to be considered for this designation is from the existing trail head at Thompson’s West End Park to the Marina boat landing and from eight feet north of the existing trail to the normal high-water line of Lake Superior.

After obtaining input at the Public Hearing, the Historic Preservation Commission may make a recommendation to the Council on this matter.

A copy of the application and other materials may be viewed at the Washburn City Hall during regular business hours. Questions may be directed to the City Administrator on this matter by calling 715-373-6160 Ext 4, or by emailing at washburnadmin@cityofwashburn.org .

Respectfully Submitted,
Scott J. Kluver  
Administrator/Clerk

Daily Press – Box Ad November 23, 2019
Website, TV, City Hall, Library
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Designation of a Portion of the Walking Trail as a Historic Site

Date: November 6, 2019

The Council will first meet as the Historic Preservation Commission before the regular Council meeting begins on Monday, November 18th. The purpose of this meeting is to consider a request from the Washburn Heritage Association to designate a portion of the walking trail as a historic site. Included in this packet is the application materials, a copy of the ordinance that outlines the procedure and implications, as well as a map of the area.

As for process, if the Historic Preservation Commission (Council) is interested in pursuing this, it should agree to the definition of the area to be designated and agree to hold a public hearing at a future meeting on the matter and then decide whether or not to move forward. Per the ordinance, the Council must then also hold a public hearing on the matter and make the ultimate decision. Know that we are just discussing a local designation at this point, not a state designation. (*I invite Attorney Lindsey to opine as to whether or not the second public hearing process will be necessary as the Historic Preservation Commission and the Council are the same body.*)

At this point, the area defined to be designated as a historic site is from the trail head at Thompson’s West End Park up to the marina boat landing. The width of the historic site shall be from eight feet north of the existing pathway south to the normal high-water line of Lake Superior. This definition can be expanded or contracted depending on the desires of the commission and the historical significance of the areas to be included or excluded.

The reasons for the request to designate this area as a local historic site are that many historical features, and history itself are already documented along the trail with signage. It is felt that by giving the area this designation, more definitive signage and welcoming entrance areas can be placed to better draw attention of tourists to the area and to help make more of a connection to the lakeshore. Please review the criteria in section 13-4-4 of the ordinance. I believe that an argument can be made for the designation.

The City of Washburn is an equal opportunity provider, employer, and lender.
What would a designation mean and what would the implications be? Most of our regulations are centered around buildings and structure. This site is an open area and has been used as a park/recreation area for years. The detailed provisions are outlined in section 13-4-6 of the ordinance. It is unlikely that there would be any change or use or significant alterations made to the area designated as it is within 200 feet of the lakeshore. If there would be a significant change, a certificate of occupancy would need to be issued by the Historic Preservation Commission. I do not interpret any changes to include trail maintenance, restoration or erosion control activities, or removal of any hazardous trees or invasive species.

I do not have an objection to the proposed designation within the area that is defined as along as it is clear as to how we apply the code. If the designation can help to spruce up the area and make it more welcoming, that would be a good thing, I do not want it to turn into a bureaucratic nightmare.
This is a view of the mill pond at Hines Mill, near today's West End Park.
Logs were held here before they went to the sawmill to be converted to lumber.
The silo-shaped structure was a refuse burner.

Historic Site Designation Application
Washburn Historic Lakeshore District & Walking Trail
Historic Site Designation Application
City of Washburn, Wisconsin

1. Name of Building/Site/Object

   Historic: Local “Historic Lakeshore District & Walking Trail”

   Common: n/a

2. Location
   The location starts at Thompson’s West End Park, following the Lake Superior shoreline for 1.5 miles, on the walking trail, to past the Marina. The Sites are marked and tell the story of where Washburn’s history happened.

3. Owner of Property

   City of Washburn
   P.O. Box 638
   Washburn, WI. ZIP: 54891

4. Classification
   Category
   Building
   Object
   Sites

   Ownership
   Public
   Private
   Both

   Present Use
   Private residence
   Commercial
   Entertainment
   Educational
   Government
   Industrial
   Museum
   Other
5. Description

Years: Historic Lakeshore and Walking Trail from 1880's to 1920's.

Written description: Washburn Historic Lakeshore District & Walking Trail, starts at the Trailhead at Thompson's West End Park, at the parking lot nearest to the boat ramp, and ends after the Coal Dock site past the Marina. It has inherent worth of local sites along the Washburn Lakeshore and Walking Trail from 1880's to 1920's. They include: (see map)

A. Site of Bigelow/Hines railroad trestle
B. Washburn Lumbering Days at the Hines Mill [front cover]
C. Old City Dock for Steamboat ferries like the Mary Scott
D. Step into Washburn’s Past [Signs on trail at end of Washington Ave.]
E. Sign of locating sites of 900,000 bushel grain elevator and commercial docks
F. Iron Hook of John Jacob's Mill log boom
G. Merchandise/Commercial Dock (still in use)

This 1.5 mile lakeshore path tells the story of where Washburn’s history happened. In October 2003, Washburn’s Lakeshore Walking Trail and harbor were designated as part of the Wisconsin Maritime Trail System. They were selected by the Wisconsin Historical Society’s Division of Historic Preservation as well as the University of Wisconsin Sea Grant Institute because of the significant number of lumber mill artifacts are remnants of a narrow-gauge railroad spur belonging to the Hines-Bigelow Saw Mill. Wisconsin Historical Society officials were so impressed with the presence of the artifacts that they found funding for the designation—one of four in Wisconsin along the coasts of Lake Superior and Lake Michigan. Washburn residents Hope McLeod and Bruce Bowers were instrumental in obtaining Maritime designation. Interpretive signs along the way include the Maritime Trail signs and describe historic sites. The Washburn Lakeshore Trail was named a Millennium Trail in 2000 by former First Lady Hillary Clinton.

In 1905 the census places its population for Washburn at 5,000. It was the home of the county seat, had electric lights and water works system. The DuPont Co., largest dynamite plant in the Northwest section of the United States, hired most of the employees from Washburn. Office personnel of the plant lived in the city on DuPont row on 3rd street. Once considered among the largest ports in the Great Lakes system, Washburn’s commercial activity centered along the lakeshore. With the combination of shipping and the Chicago, St. Paul, Minnesota & Omaha railroad for transportation, the lumber and the A.A. Bigelow - Hines Sawmill, the Brownstone from the Quarries, the dynamite from DuPont, and the grain/flour for General Mills, made Washburn a very important city.

Note: Sources for map, sites and photo’s, the book Wood, Stone and Water-Washburn Walking Tour by Washburn’s Heritage Preservation Assoc. 2005
The walking trail has been in existence since the logging days. The ravines between the Hines Lumber Co. and the City Dock were filled with slabs of wood and made a good roadway. While it was not used as a walking trail, it was used especially by youngsters to go fishing or swimming. Old timers tell the trail was always there and used.

It was not until after 1976 that interest was shown to improve it. Much credit goes to William Robinson, Janice Norlin, Dr. and Mrs. Christensen, The Boy Scouts, U.S. Forest Service, and many other volunteers and interested citizens.

1985-86 were momentous years when the city received a grant from The Northwest Regional Planning Commission, and one of the projects was to improve the Walking Trail. It is now hoped that the trail will become an attraction for the citizens of Washburn and for the tourists.

WASHBURN PARK BOARD

NOTE: These words are carved on a wooden sign at the beginning of the trail.

The Walking Trail was officially created on May 10th, 1976 by its inclusion in the Comprehensive Plan adopted by the City Council on that date. The full name is The Washburn Lakeshore Parkway and Walking Trail. It was named a Millennium Trail in 2000 by former First Lady Hillary Clinton.

The Trail is owned by the city and preserved for the public access.
B. Washburn Lumbering Days at the Hines Mill and Bigelow Co
Old City Dock

The City Dock extended out just west of the still standing brownstone wall, which was also the façade of Washburn's old sewer outlet.

This dock was a busy place of transport in the late 1880s. Steamboat ferries such as the Mary Scott and the Ellen D would dock here and take passengers to and from Ashland. Also an excursion boat, the Skater, carried people around the Apostle Islands and the town of Bayfield.

Sign: "Washburn Lumbering Days"

For more information, see this sign along the Trail titled "Washburn's Lumbering Days."
Sign: "Step into Washburn's Past"

This sign offers a brief history of Washburn, from explorers to the DuPont Company. The handicap accessible portion of the Trail ends here, just before stairs drop down into a ravine leading to a secluded beach. "For almost 100 years, Washburnites have been walking along our lakeshore. Whether long ago or yesterday, whether with friends or alone, to walk along that path has been a part of living in Washburn." – Bud Robinson at the 1979 Trail dedication.

Historical view of grain elevator and commercial docks

6. Areas of Significance

- architecture
- art
- √ commerce
- √ community planning
- conservation
- economics
- √ education
- exploration/settlement
- √ industry
- invention
- √ landscape architecture
- law
- × literature
- _ military
- _ music
- _ philosophy
- _ politics/government
- _ religion
- _ science
- × social/humanitarian
- _ theater
- × transportation
- _ other
7. Written Statement of Significance

Washburn, Wisconsin is a city of great history and it needs a way to tell the stories of the significance of the lakeshore and its importance to the town from 1880 to 1920. The Historic Lakeshore District and Walking Trail with the designated sites is a way to show these events and the character of this community. It was a Boom Town in the turn of the century. It is significant to tell the story to educate the community and the tourists of what important value the lakeshore is to Washburn. This lakeshore community was named after Cadwallader C. Washburn in 1883, Wisconsin's governor from 1872 to 1874 and later the president of the State Historical Society of Wisconsin. The city has many beautiful brownstone buildings, including the library, a domed courthouse, and the Washburn Historical Museum and Cultural Arts Center. All three are on the State and National Historic Registry. The lakeshore and the railroads made it possible for Washburn to ship the brownstone to other cities for their buildings.

More visitors are drawn to a historic district and a sense of the past enhances the visitors experience. It shows a town with an exciting past of brownstone buildings that are still very much in use and a lakeshore on Lake Superior that has a history of logging, commercial docks, shipping, and sawmills. The Walking Trail links two beautiful parks. Beginning at Thompson’s West End Park, it follows parallel to the lakeshore and ends at Memorial Park. Landmarks and remnants along the 1.5 mile path help the visitor to imagine the vibrant story of Washburn’s past. This information and more can be read in the booklet “Wood, Stone and Water”. This book is also significant to the town and visitors as a Washburn Walking Tour guide.

Highway 13 is being considered for a Scenic Byway designation and Washburn is the first town on the 70 mile route. It is significant to tell the visitors our story and we can do that by having the Historic Lakeshore District & Walking Trail. Public access to the waterfront is relatively easy. Parking areas exist in the parking lots at the Thompson’s West End Park and key locations along the walking path. Also easy access to the area is by boats. Public boat ramps exists at Thompson’s Park and the Marina. There is very little connection between the waterfront and the business area. Washburn would benefit by providing better signage from the business area to the lakeshore. This would show a sense of place with the historic buildings and the 1.5 mile historic waterfront and walking trail. Today the lakeshore is used for many of our events both in summer and winter.

Historic preservation prevents the loss of community memory and the destruction of community accomplishments. It retains a sense of place for now and the future. This shows pride in the community's heritage and will increase tourism and attractiveness to new businesses. A local preservation program may be the most cost-effective economic development program a community can establish.
Date: 3/5/12

Form Prepared By: Dora Kling

Title: Historic Preservation Commission Member  
Washburn Historical Museum & Cultural Arts Center Member  
Washburn Heritage Association  
Alliance for Sustainability
WHA Board of Directors: Lynn Adams, Carla Bremner, Steve Cotherman, Don Ekstrom, Andrew Grimm, Patra Holter, Sandy Johnson, Dora Kling, Jill Lorenz, Karen Novachek, Dave Nyhus, Ginny Pedersen, Sharon Stewart. Advisory Board: Gary Holman, Ken and Jane Weiler

Mission: To enrich the experience of living in our city by telling the compelling stories and preserving the historic buildings and culture of Washburn.
Title 13 ▶ Chapter 4

Historic Preservation

13-4-1 Purpose and Intent
13-4-2 Definitions
13-4-3 Historic Preservation Commission
13-4-4 Criteria for Historic Designation
13-4-5 Procedure for Historic Designation
13-4-6 Regulations Governing Historic Properties
13-4-7 Rescission of Historic Property Designation

Sec. 13-4-1 Purpose and Intent.

It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this Chapter is to:

(a) Effect and accomplish the protection, enhancement and preservation of such improvements;
(b) Safeguard the City of Washburn's heritage by preserving sites and structures, which reflect elements of the City's cultural, social, economic, political, visual or architectural history;
(c) Foster civic pride in the beauty and notable accomplishments of the past;
(d) Stabilize and improve property values;
(e) Improve and enhance the visual and aesthetic character, diversity and interest of the City of Washburn;
(f) Protect and enhance the City of Washburn's attractions to residents, tourists and visitors, and serve as a support and stimulus to business and industry; and
(g) Educate the public regarding the need and desirability of a Washburn historic preservation program and its enhancement of the quality of life.

Sec. 13-4-2 Definitions.

The following definitions shall be applicable in this Chapter:

(a) **Certificate of Appropriateness.** The certificate issued by the Historic Preservation Commission approving alteration, rehabilitation, construction, reconstruction or demolition of a historic structure or historic site.
(b) **Commission.** The Historic Preservation Commission created under this Chapter.

(c) **Historic Property.** Collective term meaning historic site or historic structure.

(d) **Historic Site.** Any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this Chapter, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

(e) **Historic Structure.** Any improvement which has a special character or special historic interest or value as part of the development of the City of Washburn; includes the heritage or cultural characteristic of the City, state or nation and which has been designated as a historic structure pursuant to the provisions of this Chapter.

(f) **Improvement.** Any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

(g) **Improvement Parcel.** The unit of property which includes the physical betterment constituting an improvement and the land embracing the site thereof, and is treated as a single entity for the purpose of levying real estate taxes. Provided, however, that the term "improvement parcel" shall also include any unimproved area of land which is treated as a single entity for such tax purposes.

**Sec. 13-4-3 Historic Preservation Commission.**

(a) **Composition; Appointment.**

(1) The Historic Preservation Commission ("Commission") is hereby created and shall consist of five (5) members who shall be residents of the City of Washburn, appointed by the Mayor of Washburn and subject to confirmation by a majority vote of the Common Council. If a vacancy occurs, the Mayor shall appoint a person subject to Common Council confirmation for the unexpired term.

(2) The Commission shall be composed of five (5) persons. The Common Council and the Mayor may seek individuals competent and informed in historical, architectural, and cultural traditions of the City. The membership of the Historic Preservation Commission, if available in the community, may be any of the following: a registered architect, a member of the Washburn Heritage Preservation Association, a licensed real estate broker, a City Alderperson, a member of the Plan Commission, a member of the Washburn Historical Society and citizens-at-large. In addition to the five (5) members of the Commission, the Zoning Administrator shall serve as an ad hoc member and shall not be entitled to a vote.

(3) The members of the Commission shall serve for a three (3) year term. Those terms shall be staggered so that in any one (1) year, no more than two (2) terms expire. No
compensation shall be paid to Commission members except for expenses necessary in carrying out their duties. The Commission shall annually select from its members a Chairperson, Vice-Chairperson and Secretary and shall fill vacancies in such offices.

(b) **Meetings.** The Commission shall meet on a regular basis, as needed, but no less than two (2) times per calendar year. The Common Council by majority vote, or the Mayor, shall have the authority to call and schedule said meetings.

(c) **Powers and Duties.** The Commission shall have the following powers and duties:

1. The Commission shall review and study historic properties and sites within Washburn with respect to nominations to designate a City Historic Property.

2. The Commission shall review applications for Certificate of Appropriateness and shall issue such certificates.

3. The Commission shall assist persons applying to have property listed on the state register of historic places or the national register of historic places with the application process.

4. The Commission shall provide information to interested persons regarding investment tax credit programs, grants or loans that may be available with respect to historic rehabilitation efforts. The Commission shall assist interested individuals in understanding and meeting the eligibility requirements for such programs.

5. The Commission shall educate the public regarding the benefits to the community, businesses and property owners from historic preservation.

### Sec. 13-4-4 Criteria for Historic Designation.

For the purposes of this Chapter, a Historic Property designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the City of Washburn, such historic structures, sites or district which:

(a) Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or

(b) Identify with a person or persons who significantly contributed to the City’s culture and development; or

(c) Embody the distinguishing characteristics of an architectural style, period, form, or treatment; or

(d) Identify the work of an architect or master builder whose individual work has influenced the City’s development; or

(e) Has yielded, or may be likely to yield, information important to prehistory or history; or

(f) The unique location or singular physical characteristic representing and established and familiar feature of a neighborhood, community or the City of Washburn.
Sec. 13-4-5  Procedures for Historic Designation.

(a) Nomination Process.
(1) The Commission shall have the power to nominate historic structures and historic sites for historic designation. Such designations shall be made based on Section 13-4-4.
(2) The owner or owners of the nominated property shall be notified in writing by the Commission that said property is being considered by the Commission for such designation. If the owner, for any reason, elects or chooses to not participate with his/her property in the historic structure or site designation, said owner can appeal in writing to the Common Council within ten (10) days of receipt of the notice of the Commission's nomination, which shall be served either by personal service or certified mail. Upon receipt of said appeal by the Common Council, the matter shall be placed on the next regular Council meeting agenda for the purpose of removing the appellant's property from the nomination process. The Common Council shall remove said property from the nomination process, unless there is clear and satisfactory evidence that the subject property represents a historical structure or site of such importance to the history of Washburn, and the public good, that the removal of the property from the nomination process would represent a likely danger that the property's historical significance will be seriously damaged or lost. An appeal under this Section stays any further hearings by the Commission regarding the nominated property.
(3) The Commission shall hold a public hearing to consider the nomination of the structure or site as a Historic Property. The public hearing shall not be conducted less than fourteen (14) days after the publication of a public meeting notice.
(4) After considering written and oral input obtained through the public hearing process, the Commission shall make its recommendations to the Common Council as to whether the structure or site should be designated a Historic Property. The Commission's written recommendation shall include reasons in support of the Commission's recommendations. The Commission shall forward a copy of its written recommendations to every person who owns all or part of the property described by the nomination.
(5) The Common Council shall hold a public hearing to consider the Commission's recommendation to designate the structure or site as a Historic Property. The Common Council may then approve or deny the designation by majority vote.

(b) Obligations of Historic Properties. Upon approval by the Common Council as a Historic Property, the designated property and the owner or owners, shall abide by the guidelines and regulations governing Historic Properties.

Sec. 13-4-6  Regulations Governing Historic Properties.

(a) After the Historic Property has been designated as such by the Common Council, no owner or person in charge of a Historic Property shall reconstruct, alter or demolish all or any part of the exterior of such Historic Property unless a Certificate of Appropriateness has been granted by the Historic Preservation Commission. The Zoning Administrator shall not issue
a building permit for such work unless a Certificate of Appropriateness has been granted by the Commission. No additional structures shall be permitted to be constructed or placed upon the historic property unless a Certificate of Appropriateness has been granted by the Historic Preservation Commission. Any reconstruction, remodeling or other similar work to the interior of the structures on the Historic Property shall not require a Certificate of Appropriateness, but must comply with any rules regarding issuance of a building permit.

(b) The owner of a Historic Property must complete an application for a Certificate of appropriateness for any desired changes to be made to the Historic Property described in Subsection (a).

(c) Upon filing of any application for the Certificate of Appropriateness with the Commission, the Commission shall approve the application unless:

1. In the case of a designated Historic Property, the proposed work would detrimentally change, destroy or adversely affect any exterior architectural feature of the improvement or site upon which said work is done;

2. In the case of the construction of a new improvement upon a Historic Property, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site;

3. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this Chapter and the objectives and design criteria of the historic preservation plan for such a district;

4. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of Washburn and the state;

5. The building or structure is of such old and unusual or uncommon design, texture, and/or material that it could not be reproduced without great difficulty and/or expense.

6. In the case of request for the demolition of a deteriorated building or structure, any hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

(d) In addition, in determining whether to issue a Certificate of Appropriateness, the Commission shall consider and give weight to any or all of the following standards:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to defining the characteristics of the building and its site and environment.

2. The historic character of the property shall be retained and preserved. The removal of historic material or alteration of features and spaces that characterize the property shall be avoided.

3. Each property shall be recognized as a physical record of time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
(4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

(5) Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize the property shall be retained and preserved.

(6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.

(e) If the Commission determines that the application for a Certificate of Appropriateness and the proposed changes are consistent with the character and features of the property or district within the stated guidelines, it shall issue a Certificate of Appropriateness. Upon the issuance of such a certificate, the building permit shall be issued by the Zoning Administrator. The Commission shall make this decision within thirty (30) days of the filing of the application.

(f) Should the Commission fail to issue a Certificate of Appropriateness due to the failure of the proposal to conform to the guidelines, the Commission shall provide suggestions as to how the proposed alterations could be completed so as to minimize any adverse affects to the Historic Property and to assist the applicant in obtaining the desired Certificate of Appropriateness within the guidelines of this Chapter.

(g) Applicants may appeal the Commission’s decision to the Common Council within thirty (30) days of receipt of the decision of the Commission. The appeal is a de novo review. The owner may seek as a remedy upon appeal rescission of the historical designation, if the owner of the property subject to the historical designation can establish by clear and convincing evidence that the Commission is acting in an arbitrary and capricious manner, which has resulted in an unreasonable hardship to the owner.

(h) The Zoning Administrator is responsible for assuring that all work is done in accordance with the Certificate of Appropriateness and the issued building permit.

(i) Agencies of the City and all public utility and transportation companies undertaking projects affecting historic structures, sites, or districts shall be required to obtain a Certificate of Appropriateness prior to initiating any changes in the character of street paving, sidewalks, utility installations, lighting, walls, fences, structures and buildings on property, easements, or streets owned or franchised by the City.

(j) Ordinary maintenance and repairs may be undertaken without a Certificate of Appropriateness provided the work involves repairs to existing features of a historic structure or site and the replacement of elements of the exterior portion of the structure with pieces identical in appearance and provided the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.

Sec. 13-4-7 Rescission of Historic Property Designation.

(a) If the person listed as the owner of record of a Historic Property is unable to sell his/her property due to the obligations imposed by this Chapter, such a person may petition the Commission for a rescission of its designation. Such petition shall contain a statement
under oath that the person has made responsible attempts in good faith to find and attract such a buyer, as well as further information deemed reasonably necessary by the Commission of the purpose of evaluating the petition request.

(b) Following any such rescission, the Commission may not redesignate the subject property as a Historic Property for at least five (5) years from the date of rescission.
November 18, 2019

CITY OF WASHBURN COMMON COUNCIL MEETING

5:40PM Washburn City Hall

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

Municipal Personnel: Mayor Richard Avol, City Administrator Scott J. Kluver, City Treasurer Tammy DeMars, City Attorney Max Lindsey, Director of Public Works Bob Anderson

Excused Absence: none

Call to Order - Meeting called to order at 5:40PM by Mayor Avol. 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 Meeting of October 14, 2019 - A motion was made by Novacheck to approve the October 14, 2019 minutes, second by Neimes. Broberg, correction needed under public comment last sentence should read “provided” Motion with correction carried unanimously.

Approval of Expenditures- A motion was made by Novacheck to approve the monthly expenditures as reviewed, second by Austin. Motion carried unanimously via roll call vote of all seven (7) councilors in attendance.

Public Comment – None

Mayoral Announcements, Proclamations, Appointments- The Mayor noted a vacancy on the Harbor Commission. He noted some of the well know people of Washburn who have passed on; Jack Beagan, Lorrie Ottis, Deb Rusch, Irene Schultz and Karlyn Holman they will be missed. He asked Administrator Kluver to give a report on the recent conferences he has attended. Kluver reported he attended the League Conference in Green Bay some of the topics included; good public information to help protect home from flood damage, assurance that the City has been practicing good budgeting and the ethics of scarcity and learning about two possible alternatives to special assessments for streets, and potentially sidewalk improvements. Those being wheel tax and creating a transportation utility. The second conference he attended was in Fond du Lac put on by the DNR which provided good information to maintain compliance with the regulations related to recycling and to make sure we remain eligible for future recycling grants. He has been doing some post on the City Facebook page with some of the information he picked up at this conference.

Discussion & Action on Draft Certified Survey Map for Block 29 of the DuPont Park Addition to the City of Washburn – Ann Christiansen, Petitioner - Moved by Broberg to approve the certified Survey Map for Block 29 of the DuPont Park Addition, second by McGrath. Motion carried unanimously.

Discussion & Action on Offer by Nola Allen to Purchase City Lot #15 for the Construction of a Single-Family Home – Nola Allen and Jon Wheeler, Representing Petitioner – Barb Nautinen present to represent Nola Allen. Kluver reports the offer on the table is $30,000.00 with provisions that if completed by December 31, 2021 she would be refunded $5,000.00. If the home is substantially completed by December 31, 2022, she would be refund $2,500.00. This is similar to the conditions used on property that was sold a few years ago to Taylor Pearson. Motion by Broberg to approve the sale of City lot 15 (Tax ID 32529) in the amount of $30,000.00 with the provisions as outlined in the offer to purchase agreement, second by Novacheck. Motion carried unanimously.


General Fund, Debt Service & Capital 2020 Budget Matters & Line-Item Adjustments – Do to the recent revaluation of the City’s property by the insurance company, adjustments were needed for the Property and Liability Insurance line items, the total amount budgeted in general fund does not change just some of the line items needed to be adjusted, but the amounts in the Harbor Commission and Sewer budgets needed to be increased. Originally, we had planned for six elections and we will only need five meaning we are able to remove $1,600.00 for the elections and the Ambulance services has also made some modifications to the ambulance reducing the cost to $220,606, this means $5,794.00 could be removed from the Ambulance Capital Budget line item. Discussion held on what to do with this money, such as apply to other areas or put back into the fund balance. Broberg, said the Ambulance Department cut the stair chair and the patient monitor with the intention of giving that money back to homeowner. They would use the old equipment until they can come with the funds to purchase the new. After further discussion it was decided that the Chamber could do without the money for the Homecoming. Neimes suggest giving this back to the Ambulance for the purchase of the equipment.

Action on Resolution #19-012 - Adopting the 2019 Tax Levy – Novacheck moves to adjust the line items for insurance as outlined in the memo dated November 15, 2019, second by Broberg. Motion carried unanimously. Novacheck moves to remove $1,600.00 from the election line item and put into General Fund and give $5,000.00 back to ambulance, second by Austin. Motion carried unanimously.
Austin moves to approve Resolution 19-012 adopting the 2019 Tax Levy, second by Novechek. Motion carried unanimously.

Action on Resolution #19-013 - County Library Levy Exemption – Maziasz moves to approve Resolution #19-013, second by Novacheck. Motion carried unanimously.

Discussion and Action on 2020 Water and Sewer Utility Budgets – Kluver reports the Water Utility is doing fine, but we would still apply for an inflationary increase if eligible to do so, unless we are directed otherwise. The last increase was in 2015. Sewer adjustments were need as outlined in the November 15th memo do to property Insurance. The Sewer Utility is doing better and were able to meet their operational expenses for the second year in a row. Kluver is suggesting a rate increase on the sewer service fee by 5%, this would translate to roughly 2% increase of the sewer charge for the average household. Standard residential meter would go up $5.88 per quarter. Novechek moves to approve the 2020 Water & Sewer Utility Budges with the amended line items for insurance as outlined in Kluver Memo dated November 15, 2019, second by Neimes. Motion carried unanimously.

Action on Sewer Utility Rates – Moved by McGrath to approve the Sewer Utility rate increase as recommend in Kluver memo dated October 22, 2019, second by Novechek. Motion carried unanimously.

Discussion & Action on 2020 Harbor Commission Budget – Kluver points out the increase in the insurance, the Pier #1 Project came in to high so that project will not be done at this time. They will bid out a proposed project to deal with the electrical services at the pier due to high water the conduits are under water on the docks. Moved by Novacheck to approve the 2020 Harbor Commission budget with the amended line items for insurance as outlined in Kluver November 15, 2109 memo, second by McGrath. Motion carried unanimously.

Discussion & Action on Ordinance 19-014 to Amend the Enforcement Procedure and Penalties for Juvenile Ordinances - Attorney Lindsey explains the changes are to stay with State Law. Motion by McGrath to approve the amendment of Ordinance 19-014, second by Maziasz. Motion carried unanimously.

Discussion & Action on Special Event Campground Reservation/Community Service Request, Top-O-Wisconsin Good Sam Chapter, Sunday, May 17 through Friday, May 22, 2020 – Moved by Broberg to approve the Special Event Campground Reservation/Community Service Request of Top-O-Wisconsin Good Sam Chapter, second by McGrath. Motion carried unanimously.

Alcohol Licensing Matters – New Bartender License Applications - #21-38 Through #21-40 – A motion was made by Broberg to approve New Bartender License Applications – #21-38 through #21-40, second by McGrath. Motion carried unanimously.

Adjourn – Motion to adjourn by McGrath, seconded by Neimes. Motion carried unanimously. Meeting adjourned at 6:34 pm.

Tammy DeMars
City Treasurer/Deputy Clerk

FINANCE COMMITTEE MEETING 4:30PM
Committee Member Aaron Austin, Karen Spears Novachek, and Mary McGrath reviewed monthly expenditure vouchers.
To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: Re-Appointment to the Housing Authority
Date: November 25, 2019

The Mayor is nominating Kristy Jensch for re-appointment to the Washburn Housing Authority Board. This is a five-year term that would expire in October of 2024.
I recommend the following citizens be appointed to the City of Washburn Election Board:

ELECTION BOARD APPOINTMENT
TWO YEAR TERM 01/01/2020 to 12/31/2021

Adeline Swiston
Chery Follis
Linda Ovaska
Pauline Jimenez
Sherr. Swiston

Susan Nieman
Lu Ann Opperman
Michelle McCumber
Florence Hagstrom
Valerie Dandeneau

Caroline Nelson
Karen Guski
Donald Niles Eilertsen
Sharon Hacker
Pat Bruno
David E. (Dave) Bell
Resume and Career Highlights

449 Roosevelt Ave
Eau Claire WI, 54701
Phone: 715-559-2709
Email: dbell@gmx.com

Current
2018 – Present, Mastec North America, Vice President
Contractor license holder and member of senior management. Mentor younger members of the team and review significant project execution plans and budgets.

Previous Work History
2018 – 20019, Next Step Energy
Small (7 employees) renewable energy contractor. Performed site assessments, designed residential and commercial solar installations. Obtained required permits for installation. Performed rooftop work during installations.

2009 – 2018, Vice President, Estimating and Project Management
Oversee proposal submission for all projects. Attend pre-bid meetings for major projects and coordinate the attendance at the remaining meetings by other management members, superintendents and engineers. Manage solicitation of subcontractor quotes, negotiate terms and oversee eventual award. Direct the development of cost estimates, contract proposal pricing, project schedules, and proposal submissions by our home office team. Develop and maintain client contacts with the goal of remaining on existing bidders lists and expanding our client base and expand our presence in industry growth sectors. Mentor, help manage and develop our more junior team members (PM’s, Office Managers, Estimators, Superintendents, etc.) as they administer our contracts, manage changes and work through challenges.

Responsible for the generation and submittal of all project proposals; attended pre-bid meetings and coordinated the attendance of the remaining meetings by other management, superintendents and engineers; developed cost estimates, contract proposal pricing, schedules and proposal submissions. Managed high profile projects with key clients.

2006 – 2008, Senior Contracts Administrator – Global Pipeline Partners, LLC
Managed the contractual relations with client and subcontractors on Phase 1 of a 3-year Alliance Agreement between Global Pipeline Partners, LLC (Joint Venture with Michel’s Corporation, U.S. Pipeline, Precision Pipeline and Welded Construction) and Enbridge Energy: responsible in part for the transition of the contract from a Target Based risk sharing scenario to a reimbursable contract (eventual value of approximately $1.3 billion). Managed subcontractor quote solicitation, subcontract terms, awards, change orders and invoices.

Produced RFP responses, and, upon project award, managed projects ranging in scope from 6-inch to 56-inch and as small as 10 workers to as many as 500 workers spanning the length and breadth of the lower 48 states (Washington State to New York and Minnesota to Mississippi). Managed larger projects onsite and smaller projects from the home office.

1999 – 2000, Environmental Scientist – Natural Resources Group
Acted as a liaison on behalf of companies to obtain environmental and cultural permits from state and local agencies for cross country construction projects.

Environmental inspector for several large diameter cross county pipelines and take up and relay projects as well as a single line rupture replacement project.
Designed and wrote grant proposals, managed grant money distribution and construction of 7 school buildings and a library for a rural village Nepal. Designed, obtained funding for and oversaw construction of a local, community clean water drinking tap in the same community. Taught 5th and 6th grade science and High School English classes.

Memberships and Contractor Licenses
- NACE (National Association of Corrosion Engineers)
- ASME (American Society of Mechanical Engineers)
- Licensed contractor in Florida, Arizona, Tennessee, Louisiana, West Virginia, Virginia, Nevada, South Carolina, Mississippi and Oregon

Education, language and computer skills
B.A, Physics, Saint Olaf College
- English (native language, proficient technical writer with good oral presentation skills)
- Nepali (conversant with moderate reading ability and presentation skills)
- Spanish and Russian (basic with limited reading)
- Microsoft Windows, Word, Excel, PowerPoint, Access, Project and Outlook - proficient
- Primavera, AutoCAD, Hard Rock (estimating software) and Timberline (estimating software) - basic abilities

Real Estate Projects
- Rehabilitation of 4 unit apartment building in south Minneapolis. This project was from a foreclosed building and needed extensive reconstruction. Still own and operate this business.
- Remodel and sale of 4 single family residences
- Subdivision and sale of residential properties in Eau Claire WI
- Construction of 5 unit apartment building in Minneapolis. Design, own and operate. This is an ongoing project.
Eau Claire August 1968 to present.

Employment:

1968-9  Dun and Bradstreet, Inc, reporter and credit analyst.

1969-2  San Diego Real Estate Brokerage, sales and commercial consulting.

1972-3  Dublin, Ireland consulting with Sunlight Cattle Co, LP/USDA/Wells Fargo.

1973-84  LaConner and Burlington, WA Real Estate Broker/Owner.


1992-6  Connect, Inc (RF) Director of Finance and HR.


2015-present  Carpe Carpum, Confluence Place, +, LLC's.

2018-9  Cowsmo Compost, Expansion consultant.

Ref:  Mike Vinapol and John Wilcox, Attorneys at Law.

I have some acquired skill in finance, logistics and problem resolution.

By: Charles Gable  November 22, 2019

Construction projects:

LaConner  Purchase 10 acres, log, divide and resell.
<table>
<thead>
<tr>
<th>Location</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Similk Beach, Anacortes, WA</td>
<td>Purchase, remodel 3 bedroom house, including a compost toilet/greenhouse accessory building and resale 1,250 Sq Ft.</td>
</tr>
<tr>
<td>Anacortes, WA</td>
<td>Lease, remodel farmstead into tech spec mfg facility 8,000Sq Ft and exchange.</td>
</tr>
<tr>
<td>Mt. Vernon, WA</td>
<td>Develop, operate and sell MarTek, Marine Fab, 10,000 Sq Ft on 5 acres.</td>
</tr>
<tr>
<td>LaConner, WA</td>
<td>Purchase Duplex, remodel and resale 2,000 Sq Ft.</td>
</tr>
<tr>
<td></td>
<td>Purchase, relocate, remodel and sell hip roof residence 1,600 Sq Ft.</td>
</tr>
<tr>
<td></td>
<td>Develop 3 story commercial restaurant, bakery and residence and exchange frame and masonry, with walk-ins 3,600 Sq Ft.</td>
</tr>
<tr>
<td></td>
<td>Develop log house on acreage and sell 2 bedroom 1,400Sq Ft.</td>
</tr>
<tr>
<td>Bellingham, WA</td>
<td>Purchase, remodel into restaurant and retail 10,000 Sq Ft Brick and resale.</td>
</tr>
<tr>
<td></td>
<td>Purchase, remodel and resale 5 bedroom student residence 2,400 Sq.</td>
</tr>
<tr>
<td></td>
<td>Purchase, remodel and resale 4 bedroom residence 2,600 Sq Ft.</td>
</tr>
<tr>
<td>Eau Claire, WI</td>
<td>Purchase, remodel, rezone and resale 68 acres + res. 1,400 Sq Ft. Aspen Meadow, 4 plexes and SFR.</td>
</tr>
<tr>
<td></td>
<td>Develop Truck Depot into Tech lab/office and residence and resale 5+ acres and 3,200 Sq Ft.</td>
</tr>
<tr>
<td></td>
<td>Purchase and demo historic house on 2nd for Courthouse.</td>
</tr>
<tr>
<td></td>
<td>Purchase, remodel and hold personal residence 1,450 Sq Ft.</td>
</tr>
</tbody>
</table>

Updated November 22, 2019

Charles Gable
208 275-9828
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Proposed Amendment to Water and Sewer Credit Policy

Date: November 25, 2019

Please find the letter from Mr. Lussenhop enclosed which explains the situation he recently experienced and the result of his most recent utility bill.

In reviewing this matter, our current policy does not account for situations were water does not go down the sewer. The vast majority of the leak/billing issues are internal to structures and are usually a result of defective plumbing (leaky toilets/faucets) or burst pipes where the water does enter the sanitary sewer system.

Given this situation, I have drafted an amendment to the current policy that would account for situations such as Mr. Lussenhop’s. Applying the draft policy to this case, Mr. Lussenhop would still be responsible for the water, but the sewer portion would be credited based on the household average usage.

Please let me know if you have questions related to this proposed amendment or the water and sewer credit policy in general. If you approve this policy, I recommend also backdating the policy to accommodate for Mr. Lussenhop’s situation.

On a side note, as you know, we have been exploring replacing all of the water meters in the city with new, modern meters. If that project goes forward in the future, there are levels of technology that would allow us to detect and notify residents of high water usage/leak issues before many of them would result in an excessive bill. It is my hope that in the near future, we can make situations like this a thing of the past.

The City of Washburn is an equal opportunity provider, employer, and lender.
Washburn Water and Sewer Credit Policy

Adopted 07/14/14 by the Common Council
Amended 09/08/14 by the Common Council
Amended 03/11/19 by the Common Council

The Washburn Water and Sewer Utility (Utility) may give a credit for water and sewer billed in the case of a leak in a customer's plumbing or a defective appliance. This policy shall apply to all classifications of Utility customers. The following guidelines will be used in consideration of issuing a credit:

1. Upon notification by the customer of a problem with their plumbing or a defective appliance, the Utility shall provide the customer with a copy of the utility credit policy.

2. The customer must request a credit in writing. The customer must include this information in the written credit request: the nature of the leak, when the leak occurred, and what was done to repair the leak. Permission must also be given for Utility staff to inspect the premises. The Utility may also contact the contractor if a contractor was used for the repair.

3. The customer must request a credit within 90 days of locating the leak or receiving a high water and sewer bill.

4. The credit may only be given for the most recent quarter of water and sewer billed. The credit will be based on the average quarterly usage of the year preceding the quarter that the credit is being applied for (or for as long as the customer has lived at the site if less than one year). If there is less than one complete quarter of history, no credit shall be available if the sewer volume charge is below $500 or if the water volume charge is below $312, and $500 shall be the minimum credited charge for sewer and $312 for water.

5. Once the average quarterly usage is established, 300 percent of the average quarterly usage shall be charged for both water and sewer (when applicable) with a $500 minimum for sewer and $312 for water as a surcharge to cover administrative expenses and serve as an incentive to maintain proper plumbing.

6. If it can be reasonably determined that the leak did not result in the excess water entering the sanitary sewer system (e.g., outside leak), only 100 percent of the average quarterly sewer charge shall be used with no minimum charge for sewer.

7. A customer may only receive one credit per property every 20 years.

8. The Utility shall notify the customer in writing of the credit determination and calculation and copy the Common Council.

9. The Utility shall keep on record the credits issued to each property.

10. The issuance of a credit is not an admission by the Utility of any responsibility of damage that may have occurred as a result of a water leak.
City of Washburn
119 Washington Avenue
Washburn WI 54891

To whom it may concern:

I am writing in response to our most recent water bill. We received a pleasant phone call as water bills were being readied to send out wondering if we had anything new going on at our home. That was our first hint that things were not right. We learned that our water bill, usually around $300 for the three month cycle, was now over $800. As we talked through the situation that evening, we discovered the explanation.

In mid-June (the period the water bill covers), our entire family went on vacation. We asked the son of a friend of ours to look after our house, water plants and flowers, and generally keep an eye on things. This young man was of middle school age. All went well, but upon return we discovered that our outside hose was running. We had no way of knowing how long it had been on. Based on the water bill it seems as though he had left it on for a long time with the water continuously running.

We are not looking for preferential treatment. We have been told by the City Office that we could pay in installments if needed, and that is the route we will take since we can’t afford an extra $500 in one payment. However, we are wondering if there is some sort of forgiveness for situations out of our control, or some way this can be adjusted since none of the water went into the city sewer system. We have heard other cities, like Ashland, do work with residents who have a “wacky water bill”. Again, please do not think we are just trying to get out of the bill, but are wondering if there is some sort of compromise. We value our time in Washburn and are thankful for the community in which we live.

Thanks,

Dave Lussenhop
To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: 2020 Wage Schedule
Date: November 14, 2019

Enclosed you will find the proposed 2020 Wage Schedule for City employees (except for represented officers of the Police Department) as proposed in the 2020 budget.

For all full-time and permanent part-time a two percent increase is proposed. Seasonal employees will receive a $1.00 increase for 2020 to remain competitive with the labor market. Election workers are proposed to have a 50-cent increase to maintain interest as well. The Part-Time Police Officer position will receive a $1.00 bump for both training and post training. It has been very difficult to retain any part-time officers, in part because of the low pay rate offered by the City. There is no adjustment proposed to the pool of money available for part-time officers. EMTs will receive a two percent increase on the run rate for 2020.

Please let me know if you have questions related to these changes or any of the other compensation related issues.
### DRAFT CITY OF WASHBURN 2020 Position Salary Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Annual (2019) (2.00%)</th>
<th>Annual (2020) (2.00%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator</td>
<td>$76,670.11</td>
<td>$78,203.51</td>
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<tr>
<td>Assistant Administrator</td>
<td>$49,000.00</td>
<td>$49,980.00</td>
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<tr>
<td>Treasurer – Deputy Zoning Admin.</td>
<td>$57,835.39</td>
<td>$58,992.10</td>
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<tr>
<td>Public Works Director-Deputy Zoning Administrator</td>
<td>$65,000.00</td>
<td>$66,300.00</td>
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<tr>
<td>Library Director (Library Board)</td>
<td>$44,238.66</td>
<td>$TBD</td>
</tr>
<tr>
<td>Police Chief</td>
<td>$62,858.64</td>
<td>$64,115.81</td>
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<tr>
<td>Assistant Police Chief</td>
<td>$54,595.64</td>
<td>$55,687.55</td>
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</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly 1/1/19 (2.00%)</th>
<th>Hourly 1/1/20 (2.00%)</th>
<th>Annual (2020) (2096 hrs)</th>
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<tr>
<td>Public Works Supervisor*</td>
<td>$25.01</td>
<td>$25.51</td>
<td>$53,468.96</td>
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<tr>
<td>Mechanic/Equipment Operator</td>
<td>$22.15</td>
<td>$22.59</td>
<td>$47,348.64</td>
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<tr>
<td>Equipment Operator/Laborer (s)</td>
<td>$20.17</td>
<td>$20.57</td>
<td>$43,114.72</td>
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<tr>
<td>Laborer*</td>
<td>$18.30</td>
<td>$18.67</td>
<td>$39,132.32</td>
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<tr>
<td>Custodian</td>
<td>$18.30</td>
<td>$18.67</td>
<td>$39,132.32</td>
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<td>Deputy Clerk-Treasurer</td>
<td>$22.59</td>
<td>$23.04</td>
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<td>Water &amp; Sewer Operator In Charge</td>
<td>$26.01</td>
<td>$26.53</td>
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<td>Water &amp; Sewer Operator/Street Laborer</td>
<td>$20.59</td>
<td>$21.00</td>
<td>$44,016.00</td>
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<td>Library Assistant (Library Board)</td>
<td>$14.82</td>
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<td>$TBD</td>
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<tr>
<td>Administrative Assistant*</td>
<td>$20.69</td>
<td>$21.10</td>
<td>$44,225.60</td>
</tr>
</tbody>
</table>

*Position does not currently have anyone assigned to it.

Election Workers = $11.00/hr ($0.50 increase over 2019)
DPW LTE/2nd Year Seasonal = $12.50/hr ($1.00 increase over 2019)
DPW First Year Seasonal = $12.00/hr ($1.00 increase over 2019)
Part-Time Police Officers = $17/hr in training $19/hr after training ($1.00 increase over 2019 – no change to budget allocation)
EMT $37.14 per call (2% increase over 2019)
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: 2020 Tax Increment Finance (TIF) Districts #2 and #3 Budgets

Date: November 19, 2019

Enclosed you will find the proposed 2020 TIF District #2 and District #3 budgets. The general purpose of TIF Districts are to finance public improvements within a designated area that will in turn provide for taxable development that would have otherwise not occurred.

District #2 was created in 1995, amended in 2002, and is scheduled to be retired at the beginning of 2023. No new projects or expenses can be undertaken in TID #2, and the district continues to bring in adequate revenue to repay existing debts and administrative costs. The decrease in the tax revenue is because of the overall decrease in the tax rate, namely from the School District. Business Computer Credit is a state aid program based on the value of computers within the district. Interest revenues are low because there is very little in the fund balance.

For 2020, District #2 will be able to pay all of its own principle and interest payments, and will be able to pay some money back to the general fund. The unclassified line item covers required state fees and costs associated with preparing the annual report for the district. This district is on track for a successful closure in 2023. Under current law, the Council would be able to decide if the district should be extended for one year and the proceeds from that year would have to be used for a housing program within the City. That decision would occur during 2022.

As for District #3, the value increased nicely this year. As for expenses, I recommend a nominal amount for the Brokedown Palace line item for any associated costs with that project. It is also time to begin considering an engineer for the Bayfield Street Reconstruction Project. As such, I have placed $5,000 for initial expenses for this coming year for that project. Leftover dollars can be used to begin to pay back the general fund for the Brokedown project. The 204/206 Bayfield Street (Brokedown Palace) Redevelopment Project is the only debt of the district has at this time.

The goal of the City should be to continue to work toward the development of the Bayfield Street and Omaha Street properties as well as other projects in the plan to continue to increase the increment value of the district. This would allow the district to be in a position to then help fund improvements to West End Park and/or the Bayfield Street Improvement Project in 2024.

Please let me know if you have any questions on these budgets, the projects the districts have undertaken, or on how the tax increment financing works.

The City of Washburn is an equal opportunity provider, employer, and lender.
### Proposed Budget Overview - Detail

**Fund: 200 - TIF #2**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>2018 Actual Year-End</th>
<th>2019 Projected Year-End</th>
<th>2019 Budget</th>
<th>2020 Proposed Budget</th>
<th>% Change In Budget</th>
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</thead>
<tbody>
<tr>
<td>200-00-41110-000-000</td>
<td>GENERAL PROPERTY TAXES</td>
<td>223,912.21</td>
<td>0.00</td>
<td>231,992.00</td>
<td>210,646.00</td>
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<tr>
<td></td>
<td>TAXES</td>
<td>223,912.21</td>
<td>0.00</td>
<td>231,992.00</td>
<td>210,646.00</td>
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<tr>
<td>200-00-49413-000-000</td>
<td>BUSINESS COMPUTER CREDIT</td>
<td>1,659.34</td>
<td>0.00</td>
<td>1,700.00</td>
<td>1,700.00</td>
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**PROJECTS**

| 200-00-58100-000-000 | PRINCIPAL | 172,036.91 | 0.00 | 171,485.00 | 187,928.00 | 9.59 |
| 200-00-58200-000-000 | INTEREST AND FISCAL CHARGES | 34,249.30 | 0.00 | 25,326.00 | 20,129.00 | -20.52 |

**LOAN/LEASE PAYMENT**

| 200-00-59119-000-000 | UNCLASSIFIED | 2,186.48 | 0.00 | 2,600.00 | 2,500.00 | 0.00 |
| 200-00-59210-000-000 | TRANSFER TO GENERAL FUND | 0.00 | 0.00 | 34,431.00 | 11,839.00 | -65.62 |
| 200-00-59211-000-000 | TRANSFER TO CAPITAL EQUIPMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 200-00-59220-000-000 | TRANSFER TO WATER & SEWER FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**GASB 75 EXPENSE**

| 2,186.48 | 0.00 | 39,331.00 | 14,339.00 | -61.17 |

**Total Expenses**

| 208,472.59 | 0.00 | 233,742.00 | 222,396.00 | -4.85 |

**Net Totals**

<p>| 17,145.74 | 0.00 | 0.00 | 0.00 | 0.00 |</p>
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To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Resolution 19-14 Adopting All 2020 Budgets and Appropriating Funds

Date: November 20, 2019

Enclosed you will find the resolution that formally adopts all budgets and appropriates the amount of funds for each area. Any final changes to the General Fund budget, and/or to any of the other budgets, including for the TID #2 and #3, need to be reflected in this document before approval.

Final drafts of the General Fund and Capital budgets are enclosed. The final General Fund draft reflects the final state aid estimates received.

Please let me know if you have any questions regarding this resolution, or final changes to the budget. I recommend adoption of this resolution.
COMMON COUNCIL FOR THE CITY OF
WASHBURN, WISCONSIN

Resolution No. 19-014

RESOLUTION ADOPTING THE 2020 GENERAL FUND, CAPITAL, DEBT
SERVICE, TID #2 & #3, HARBOR, STORM WATER, WATER, AND
SEWER BUDGETS

WHEREAS, the proposed 2020 Budget appropriates out of the receipts of the City of Washburn,
including monies received from the general property tax levy, for the year 2019, in the following
amounts to the various funds shown below:

General Fund:
General Government .................. $416,587 Public Safety ....................... $787,414
Public Works ......................... $600,617 Health & Human Services ...... $ 46,433
Culture, Recreation, and Education $427,347 Conservation & Development .... $ 81,153

Total General Fund .................... $2,359,551

General Fund ......................... $2,359,551
Capital Fund ......................... $ 380,400
Debt Service Fund ................. $ 315,986
TID #2 Fund ........................ $ 222,396
TID #3 Fund ........................ $ 12,500
Harbor Commission Fund ........ $ 770,954
Water Utility Fund ................. $ 467,489
Sewer Utility Fund ............... $ 615,209
Storm Water Utility Fund .... $ 88,040
TOTAL APPROPRIATIONS .......... $5,232,525

BE IT RESOLVED, that the Common Council for the City of Washburn hereby approves and
accepts the 2020 General Fund, Capital, Debt Service, TID #2, TID #3, Harbor, Storm Water,
Water, and Sewer Budgets with appropriations in the amount of $5,232,525.

Dated this 9th day of December, 2019

Richard Avol, Mayor

STATE OF WISCONSIN  

)                      )

COUNTY OF BAYFIELD    )

I hereby certify that the foregoing resolution is a true, correct and complete copy of Resolution
#19-014 duly and regularly passed by the Common Council for the City of Washburn on the 9th
day of December, 2019, and that said resolution has not been repealed or amended, and is now in
full force and effect.

Scott J. Kluver, City Clerk
Memo

To:     Scott Kluver, City Administrator /Clerk
From:   Kay Bratley, Deputy Clerk/Treasurer
Date:   11/25/2019
Re:     Ambulance Bill Write Offs

I am requesting that $4,194.99 in outstanding ambulance bills be written off in the 2019 Budget.

$  479.16  Deceased patients with no estate.

$3,715.83  Past the Statute of Limitations for collection.

Due to HIPPA/confidentiality restrictions I am unable to provide details, but if you require information concerning this, please contact me.
2019 WRITE OFF REQUESTS

Ambulance bills past Statute of Limitations, Bankruptcy, Deceased patient (no estate), or Past Time Limit for filing.

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GRAND TOTAL 4194.99
To: Honorable Mayor and Council Members

From: Scott J. Kluver, Administrator

Re: 2020 Calendar

Date: November 14, 2019

Enclosed you will find a copy of the 2020 Council Meeting, Election, and Holiday Calendar. There are two recommended deviations from the norm next year and they are moving the May and August Council meetings to the third week of the month as opposed to the second week because of elections. We typically have the Council area all set up for the elections the night before so everything is all set when the doors open at 7:00 a.m. on Tuesday morning. Moving the meeting to the Tuesday of that week would obviously not work either, so I believe the third week for those months is the best bet unless the Council has another preference.
City of Washburn
Council Meeting, Election, and Holiday Calendar for 2020

Wednesday, January 1 – New Year’s Day – City Hall Closed
Monday, January 13 – Council Meeting
Monday, February 10 – Council Meeting
Tuesday, February 18 – Primary Election Day
Monday, March 9 – Council Meeting
Tuesday, April 7 – Election Day
Friday, April 10 – Good Friday – City Hall Closed at 11:30 (Board of Canvassers May Need to Meet)
Monday, April 13 – Council Meeting
Tuesday, April 21 – Council Reorganizational
Tuesday, May 12 – Special Election Day
Monday, May 18 – Council Meeting (Moved Because of Special Election)
Monday, May 25 – Memorial Day – City Hall Closed
Monday, June 8 – Council Meeting
Friday, July 3 – Independence Day Observed – City Hall Closed
Monday, July 13 – Council Meeting
Tuesday, August 11 – Primary Election Day
Monday, August 17 – Council Meeting (Moved Because of Primary Election)
Monday, September 7 – Labor Day – City Hall Closed
Monday, September 14 – Council Meeting
Monday, October 12 – Council Meeting
Tuesday, November 2 – Election Day
Monday, November 9 – Council Meeting
Wednesday, November 11 – Veterans Day – City Hall Closed
Thursday, November 26 – Thanksgiving Day – City Hall Closed
Friday, November 27 – Day After Thanksgiving – City Hall Closed
Monday, December 14 – Council Meeting
Thursday, December 24 – Christmas Eve Day – City Hall Closed
Friday, December 25 – Christmas Day – City Hall Closed
Thursday, December 31 – New Year’s Eve Day – City Hall Closed at 11:30
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Approval of Contracts for Treatment Plant Improvements

Date: November 26, 2019

At the last meeting, there were two contracts that were included related to proposed improvements at the wastewater treatment plant. Now that the budget has been approved, we would like to approve these contracts so we can schedule this work for the spring. As you will recall, the City had borrowed a little extra money in the Solar Project to do other energy efficiencies. As it has been determined that replacing the boilers with high efficiency units at this time is not practical, this project has been pushed to the forefront instead.

This project specifically is related to the aeration system at the Treatment Plant. The energy efficiency report was focusing on the blowers, but the work starts with the aerators. This project inspects the entire system and replaces the diffusers to better circulate the air. This should reduce the number/amount of time the blowers need to run and in turn should result in energy savings. The contact with Environmental Dynamics International would complete this work for $30,500 for materials and labor. Note that we are not seeking to do the optional digester maintenance.

The Energeneics Contract upgrades the sensors to monitor diluted oxygen so that real-time data is available. It also upgrades the controls for the blowers to make sure that the plant stays healthy and the levels of aeration can be quickly adjusted based on the data. This contract is for $22,450 for materials and labor.

Given that this work is at the Wastewater Treatment Plant, the components interface with other systems at the plant, and given the positive experience the City has had with these vendors, I recommend the City exercise its option under 62.155 of Wis. Statutes to proceed with this work without going for bid. These contracts would be paid for as indicated in the 2020 budgets for the Water and Sewer Utilities.

Please let me know if you have any questions on these agreements or the work proposed to be done. I can obtain more detailed answers from staff.

The City of Washburn is an equal opportunity provider, employer, and lender.
EDI Aeration Works Proposal 2019-234 revised 10/17/2019

TO: Washburn, WI WWTP

RE: Aerobic Digester Equipment Maintenance
    EDI FlexAir Aeration System

Dear Sir or Madam

EDI Aeration Works is pleased to offer the following installation quotation of the EDI Aeration Equipment. The quotation includes the removal and replacement of the EDI diffuser membranes as well as conduct a system inspection and leak check.

Maintenance Service:
The scope of Maintenance Services includes labor cost, travel and living expenses, equipment cost required to complete the scope of work outlined below.

Aeration Works is uniquely capable of installing, fixing and maintaining EDI equipment. The crew that will be employed on-site has several years of installing all types of EDI’s aeration equipment, and have or will furnish all the specialized equipment to install this particular system. Aeration Works will insure that the installation meets all of EDI’s specifications and directions. EDI drawings indicate that there are 24 FlexAir 84P Duplex Diffuser assemblies (48 tubes) total in the Digester, and 40 FlexAir 44F Diffuser assemblies (160 tubes) total in the lagoon.

Proposal – Lagoon Maintenance:
EDI drawings indicate that there are 40 FlexAir 44F Diffuser assemblies (160 tubes) total in the lagoon.

- From a retrieval boat, lift each of the 40 existing diffusers and place each one on the maintenance platform.
- Remove the 160 existing diffuser membranes.
- Inspect the diffuser cores for mechanical soundness.
- Provide and install the 160 new EPDM diffuser membranes.
- Remove and replace the 40 diffuser retrieval ropes and floats.
- Inspect the airline to air lateral threaded connection.
- Inspect the airline for mechanical integrity.
- Inspect the hose clamps for mechanical soundness.
- Inspect the concrete ballast and SS hardware.
- Inspect the tether and restraint components for mechanical integrity.
- Conduct leak check on the diffuser assemblies.

Lagoon Maintenance Pricing:
$30,500.00 is the total price for parts and labor as defined above with supply of EPDM membranes.
(Optional) Proposal – Digester Maintenance:
EDP drawings indicate that there are 24 FlexAir 84P Duplex Diffuser assemblies (48 tubes) total in the Digester.
- Remove the 48 existing diffuser membranes.
- Inspect the diffuser cores for mechanical soundness.
- Provide and install the 48 new EPDM diffuser membranes.
- Inspect and adjust the pipe supports as needed.
- Inspect the SS and PVC piping and flanged connections for mechanical soundness and cleanliness.
- Inspect the transition clamps for mechanical soundness.
- Inspect the drop pipes for mechanical soundness.
- Conduct leak check on the diffuser and manifold assemblies if clean water and air are available.

(Optional) Digester Maintenance Pricing:
$7,000.00 is the total price for parts and labor as defined above with supply of EPDM membranes.

Proposal Notes:
- Proposal assumes one (1) onsite trip total for the work in the lagoon. The price for the membrane replacement in the Digester does not include a separate crew mobilization and assumes that the work will be completed on the same trip as the work in the Lagoon.
- Proposal assumes that the lagoon water level will be at or near full liquid depth.
- Proposal assumes that the digester will be clean, dry and ready for crew work.
- Proposal assumes that the owner will provide a dumpster for old membranes.
- Proposal does not include any work other than listed above. Additional work and parts can be provided on an as-needed basis.
- Proposal includes standard crew wages. Davis Bacon Act or Prevailing Wages are not included.

Terms:
50% due at the time of material shipment net 30 days.
50% of the remaining price at completion of the installation, net 30 days.

The quoted pricing is plus all applicable taxes and is firm for 45 days. EDP Aeration Works reserves the right to evaluate pricing after this time period and apply an appropriate inflation factor.

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

Future Maintenance:
EDP Aeration Works is committed in helping owners and operators keep their aeration systems and wastewater treatment plants operating at peak performance. By combining the experience of our dedicated service crews with world class diffuser and biological systems offered by EDP and a wide range of replacement diffuser products and membranes from DiffuserExpress, Aeration Works customers know that their systems are in top condition. Please contact us for your future aeration system installation or maintenance needs.
EDI Aeration Works

Scott V. Hentges
Aftermarket Services Sales Manager
Standard Conditions of Proposal and Sale of Equipment and Installation Services

Environmental Dynamics International, hereinafter also referred to as EDI or the Company, offers this proposal to supply equipment Any resulting contract between EDI and the Purchaser shall be subject to the following terms and conditions:

**Services** - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

**Process and Performance Warranties** - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized officer of the Company.

**Governance Law** - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

**Credit Approval** - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

**Force Majeure** - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by force majeure.

**Costs and Damages** - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

**Special Hazards** - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

**Shipment & Delivery Times** - Statements as to expected date of hardware shipment represent the Company’s best judgment. However, shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

**Insurance** - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any equipment provided.

**Title of Ownership** - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

**Cancellation or Suspension** - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

**Back Charges** - must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

**Invoicing** - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer. EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

**Storage Charges** - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

**Deferral for Non-Payment** - Contracts in default of the payment terms may be subject to any or all of the following: Should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account therefor to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month. 18% per annum.

**Attorney Fees** - For any suits brought or retained paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

**Bankruptcy, Receiverhip or Insolvency Proceedings** - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

**Promissory Note** - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

**Patent Infringement** - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

**Supplier or Potential Warranty Parts** - If spare parts or potential warranty parts are required immediately, EDI shall ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchaser's account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contract terms.

**Defective, damaged, improper material or shortage** - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading — unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

**Mechanical Warranty** - As per Manufacturers Limited Mechanical Warranty Statement.

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Accepted by Buyer: ___________________________ Date: ________________

Accepted by Seller / Environmental Dynamics International Inc.: ___________________________ Date: ________________
Proposal

DATE: October 18, 2019

PROJECT: Washburn WWTP Budgetary Proposal for Upgrades

TO: Joel Weber – City of Washburn
Utility Operator-in-Charge

Dear Joel:

The purpose of this REVISED proposal is to provide you with estimated cost information on the DO Monitoring and Miscellaneous Controls Upgrades in preparation for future upgrades items, such as RAS/WAS flow monitoring, blower control/monitoring, power monitoring, etc.

Energenecs is pleased to offer the following scope of responsibility for the subject project:

**Item #1 – DO Monitoring and Miscellaneous Controls Upgrades**

**PROPOSAL INCLUSIONS**

- DO sensor and mounting pole/bracket (Hach LDO Sensor)
- DO Transmitter (Hach SC200)
- PLC – AB Compact Logix
- Operator interface color – Panelview Plus 7 – 7” Color
- Ethernet switch (allows connection into control room)
- Analog and digital I/O modules (supplied for future signals such as RAS flow, WAS flow, blower control, blower monitoring, power monitoring, etc.)
- Power supplies (24VDC)
- UPS (APC or Liebert)
- NEMA 4 steel enclosure – oversized for future upgrades
- Panel assembly and a CAD drawing
- Shipment to Washburn

**PROPOSAL EXCLUSIONS**

- Taxes
- Permits
- Bonds
- Programming
- Field Labor (mechanical/electrical)
- Electrical installation/wiring
- Mechanical installation of panel or instruments
- Engineering design services
- Excavation, setting concrete
- Pumping/Draining process tanks
- Electrical & phone services
- Supply/install Ethernet cable
- Grounding
- Wiring and conduit to the panel
- Conduit, conduit penetrations
- MCCs
- Junction boxes, seal-offs, invert piping
- Grouting, painting, insulation
- Fused disconnects
- Control panel mounting
- Anything not specifically stated above as INCLUDED

**PRICING**

Item #1 $22,450.00

All applicable taxes will be added to the above price. Energenecs terms and conditions attached apply.

**SCHEDULE**

Delivery of Equipment / Systems: 10 to 12 Weeks
Terms & Conditions

PURCHASE ORDER FORMS
Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

PRICES
All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

ACCEPTANCE
Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

CREDIT APPROVAL
The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

FORCE MAJEUERE
Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

PAYMENT
95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

WARRANTY
SELLER is a system integrator/manufacturer’s representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer’s instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.
SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER’S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer’s defect or failure of a SELLER supplied component.

CLAIM PERIODS
All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS
All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER’S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER’S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS
Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc. Steve Berggruen

I accept this proposal and all terms thereof:

Accepted: ____________________________

Title: _______________________________

Date: _______________________________ PO #: _______________________________
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