

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



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

NOTICE OF FINANCE COMMITTEE MEETING Monday, June 10, 2019 City Hall 4:30PM

- Committee Review-Monthly Expenditures

NOTICE OF CITY COUNCIL MEETING

Monday, June 10, 2019 Washburn City Hall 5:30 PM

The Council may elect to go into closed session pursuant to Wisconsin State Statute §19.85(1) (e) deliberating or negotiating the sale of public property and for competitive reasons; following which the Council may reconvene in open session to take any action that may be necessary on the closed session items.

AGENDA

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council Meeting – May 13, 2019; Board of Review May 20, 2019
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
 - Vacancies on Harbor Commission
- Presentation, Discussion & Action on Request to Improve Washington Avenue Sidewalks – Washburn Girl Scout Troop, Petitioner **TAB 1**
- Presentation by Chequamegon Climate Change Lobby, and Discussion & Action on Resolution 19-006 Urging Congress to Pass HR 763 also Referred to as the Energy Innovation and Carbon Dividend Act **TAB 2**
- Presentation, Discussion, & Action on Offer to Purchase the Bayfield Street Development Property (AKA Brokedown Palace) located at 204/206 West Bayfield Street (Tax ID 33221) – Aventure Vivante and Nathan Monkelien, Petitioners **TAB 3**
- Reconsideration of, and Discussion & Action on the Solar Photovoltaic (PV) System Design and Installation Project at the Wastewater Plant **TAB 4**
 - Acceptance of Bids; Approval of Contract with Eagle Point Solar
 - Designation of Responsible Representative of the City for the Project
 - Resolution 19-004 Authorizing the Borrowing of \$199,000 from the BCPL for the Project and Other Upgrades
- Discussion & Action on Recommended Cuts/Changes to 2019 Capital Budget, Sewer Utility Budget **TAB 5**
- Discussion & Action on Resolution #19-007 Approving the 2018 Compliance Maintenance Annual Report for the Sewer Utility **TAB 6**
- Discussion & Action on Planning Process for Omaha Street Property Available for Development **TAB 7**
- Discussion & Action on Business Recruitment Activities **TAB 8**
- Discussion & Action on Ordinance 19-005 Amending the Appointment of a Weed Commissioner **TAB 9**
- Alcohol Licensing Matters – **TAB 10**
 - Approval of Annual Alcohol and Beer Garden License Renewal Applications
 - Bartender License Renewal Applications - #21-13 Through 21-26
 - New Bartender License Applications - #20-62 Through #20-64
- Closed Session Items
 - Deliberating and Negotiation of Sale Provisions Related to the Bayfield Street Development Property (AKA Brokedown Palace) located at 204/206 West Bayfield Street (Tax ID 33221) – Aventure Vivante and Nathan Monkelien, Petitioners
- Adjourn

May 13, 2019

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM Washburn City Hall

Present: City Council Members:

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

Municipal Personnel:

Mayor Richard Avol, City Administrator Scott J. Kluver, City Treasurer/Deputy Clerk, City Attorney Max Lindsey

Excused Absence:

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

Approval of Minutes – City Council Meetings of April 8 and April 16, 2019– A motion was made by Novachek to approve the April 8th and April 16, 2019– minutes, second by Tulowitzky. Motion carried unanimously.

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

Public Comment – Jeff Silbert, 410 5th Ave. E. and Bill Bussey, Bayfield WI asking the Council to pass a resolution urging congress to support HR 73 related to climate change at the next meeting. Bill Bailey, 33430 Whiting Rd., Bayfield – Urged Council to approve the solar project, this is one of a four-tier project in the community. If the City doesn't approve this project it will cost the School and the County an additional \$27,000.00 for their projects as the bids were for a four-tiered project. Diane Posner, 119 N. 9th Ave. W., Washburn – spoke about the Friends of the Library plans for a variety of fund raisers for the Library tuck point project. Brian Fleig, 210 Woodland Dr., Washburn – Stated he represents the residents who live on Woodland Dr., they are completely opposed to having a Dog Park on Woodland Dr. or anywhere in the City and are willing to file a law suit if the City tries to go through with this. He also doesn't believe that it wouldn't be legal for the City to spend money on a Dog Park.

Mayoral Announcements, Proclamations, Appointments- Avol announced there is an opening on Harbor Commission and the resignation of Karen Guski from the Washburn Housing Authority Board. He is asking for confirmation to appoint Kristy Jensch the Washburn Housing Authority. Moved by Novachek to approve the appointment of Kristy Jensch to the Washburn Housing Authority Board, second by McGrath. Motion carried unanimously. Avol also read several proclamations; Arbor Day, Week of the Young Child, National Skilled Nursing Care Week, National Police Week, EMS Week, Foster Care Provider Appreciation Month, Teachers Association and Small Business. All are important and expressed his thanks to all of them.

Discussion and Action on Amending the Minutes of the March 11, 2019 Council Meeting – A request was received to amend the comments of Jeff Silbert under the Discussion & Action on Respondent to Omaha Development RFQ Process and Next Steps, the correct wording should be “Jeff Silbert stated he has no specific comment regarding location for housing, but does believe adequate housing for low-income person is needed”. Moved by Novachek to approve amending the minutes of the March 11, 2019 Council Meeting as discussed, second by McGrath. Motion carried unanimously.

Public Hearing – Moved by McGrath to open floor, second by Neimes. Motion carried unanimously. No comments. Moved by McGrath and second by Neimes to close the floor. Motion carried unanimously.

Discussion & Action on Resolution 19-003 to Vacate all Alleys in Blocks 18 and 23 of the DuPont Park Addition to the City of Washburn, James Bratley and Debra Barnhardt-Petitioners – McGrath moves to approve Resolution 19-003 to Vacate all Alleys in Blocks 18 and 23 of the DuPont Park Addition to the City of Washburn, second by Austin. Motion carried unanimously.

Discussion & Action on Plan Commission Recommendation to Approve a Conditional Use Permit for Manufacturing Use in Commercial Area C-3 Zoning District – Operate a Sewing Business in Accordance with the Regulations of 8-476 out of the Property Located at 324 West Bayfield St. – Amy Trimbo, Petitioner – No Discussion. Moved by McGrath to approve the Conditional Use Permit of Amy Trimbo for Manufacturing Use to Operate a Sewing Business at 324 W. Bayfield, St, second by Maziasz. Motion carried unanimously.

the Council that they received the maximum amount on the grant and by going in with the others it will be cheaper and if you don't do the contingency the turn around would be 5 years. Moved by Broberg to close floor, second by Neimes. Motion carried unanimously. Discussion continued on the financial status of the Utility and the City and the number of expensive projects that are around the bend. Roll call vote on motion to reject bid; Yes Austin, Broberg, Novachek, McGrath Neimes. No Tulowitzky and Maziasz. Motion passes on 5 to 2.

Designation of Responsible Representative of the City for the Project and Resolution 19-004 Authorizing the borrowing of \$199,000 from the BCPL for the Project and Other Upgrades – Items were not discussed, since the Solar Panel Bid was rejected.

Discussion & Action on Placement of Dog Park at Lot 19 (Woodland Drive Property) – Maziasz moves to send back to the Park Committee for further consideration, second by Tulowitzky. Motion carried unanimously.

Discussion & Action on Painting Fish Sculpture at West End Park as a Rainbow Trout-Aimee Strzok, Petitioner-Moved by Tulowitzky to accept the donation of Aimee Strzok to paint the fish at West End Park as a Rainbow Trout, second by Novachek. Motion carried uniamoulsy.

Discussion & Action on Request to expand RV Camping at Thompson's West End Park – Short discussion. Moved by Broberg to send to Park Committee for further review, second by Novachek. Motion carried unanimously.

Discussion & Action on Planning Process for Omaha Street Property Available for Development -City Administrator Kluver is asking the Council to give him direction on what they would like to do with this property. He also reminded the Council they may want to look at updating the Comprehensive Plan, if they don't want to focus on just the piece of land. Novachek thought that having 2 to 3 community forms to hear what the residents have in mind. First could be informational and the last two would be to look at viable plans/ideas the community may have. Maziasz opens moves to open floor, second by Neimes. Motion carried. Roth Edwards, 221 W. 6th St., visioning workshops don't work. He feels a very specific survey or a public hearing to look at the whole waterfront development would be best. Moved by Broberg to close floor, 2nd by McGrath Motion carried. After further discussion no action was taken, but Novachek, Mayor Avol and the Administrator will meet to come up with a plan to get the community involved.

Discussion & Action on Ordinance 19-004 Amending City Code on Enforcement to be Consistent with Statutory Changes. – Moved by Novachek to adopt Ordinance No. 19-004, second by Broberg. Motion carried.

Discussion & Action on Resolution 19-005 to Update Information for Wisconsin Public Employers Group Health Insurance Program – This resolution is required by the State as they consolidated all of the health insurance information into one manual, there were no changes made to the manual. Motion by Novachek to adopt Resolution # 19-005, second by Broberg. Motion carried unanimously.

Alcohol Licensing Matters – Introduction of Annual Alcohol and Beer Garden License Renewal Application Moved by Novachek to have staff issue public notification and begin the administrative process, second by Broberg. Motion carried unanimously.

Bartender License Renewal Applications #21-01 Through 21-12 and New Bartender License Applications - #20-56 Through #20-61 – A motion was made by McGrath to approve Bartender License Applications – #21-01 through 21-12 and #20-56 through 20-61, second by Novachek. Motion carried unanimously.

Adjourn – Motion to adjourn by Novachek, seconded by Broberg. Motion carried unaniamously. Meeting adjourned at 8:25 pm.

Tammy L. DeMars
City Treasurer/Deputy Clerk

FINANCE COMMITTEE MEETING 4:30PM

Committee Member Karen Spears Novachek, and Aaron Austin reviewed monthly expenditure vouchers.

Discussion & Action on Proposed Certified Survey Map – Gary Holman, Petitioner – Parcel # 04-291-2-49-04-32-3 00-208-17100 is located on W 12th St. between N. 5th Ave. W. and N. 8th Ave. W. He is requesting that the parcel be restored to two separate parcels as previously platted. Moved by McGrath to approve the certified survey map of Gary Holman, second by Novachek. Motion carried unanimously.

Presentation on Plans for Historic Civic Center, Action on Request for Support in Grant Writing for Facility – Coke Lindsey President of Historic Civic Center Foundation, Petitioner – Ms. Lindsey addressed the Council, she is the president of the new board. Their intentions are to re-open the facility as a Recreation and Community Center much as it was in the past. They have a lot of work to do, and are planning on do this in phases, they would like to open the first and second floor by the next Homecoming. They are asking for a letter of support to aid them in applying for grants. Moved by Novachek to give the Historic Civic Center Foundation a letter of support, second by McGrath. Motion carried unanimously.

Discussion & Action on Request to Wisconsin DOT to Reconstruct STH 13 (Bayfield Street) in the City of Washburn from Thompson's Creek to Superior Avenue in 2024 – Kluver the next three agenda items are in some ways tied together as they all require substantial funding. This is a project that we need to start planning for now, we have had 6 major water breaks over the last three years, the water, sewer and stormwater all need to be replaced. This will be approximately a \$5 million-dollar project and if all the money was borrowed and was placed on the tax roll it would be approximately a 34% tax increase, this was figured using a 20 Year General Obligation Bond. We need to start figuring how we will pay for this, we will be retiring some debt in the near future, hopefully when can get some grant funding and we need to get some development to increase the tax base. Bob Anderson Dept. of Public Works Director and Joel Weber Treatment Plant Operator both expressed their concern that this project be done soon, the problems are not going to go away. Moved by Novachek to approve the letter drafted by Administrator Kluver requesting the project be done in 2024, second by Broberg. Motion carried unanimously.

Discussion & Action on Capital Improvements to Wastewater Treatment Plant and Capital Improvements Plan – The next five years of capital improvements needed for the Water and Sewer Utilities were discussed at length. There are some items that can or have been budget for and some items that will require borrowing or help from other funds. Two items for 2019 that have not been budgeted for is the boiler system and VFD drives for the blowers, according to the energy audit of the Treatment Plant that was done these would produce significant energy savings. The cost would be around \$40,000.00 and could pay for itself in about 10 years. What is being requested tonight is to approve the plan keeping in mind its just a plan and is always subject to change. We also have other cost that are not planned for such as the water line break at the Marina, cost estimate for this repair will be around \$40,000.00. Kluver has directed all staff to hold any non-essential purchases until the Finance Committee can decide were to take the money from to pay for this, other projects may have to be axed. Joel Weber, stated the energy audit was done in January, if we can do some of the improvements suggest we will have a more efficient plant and save money in the long run. He is not opposed to the solar panels, but feels these projects should take priority. Motion by Broberg to approve the Capital Improvement Plan of the Washburn Water and Sewer Utility, second by McGrath. Neimes moves to open floor, second by Tulowitzky. Motion carried unanimously. Felix Malinowski – recommend begin very cautious before putting money in to solar power, it has had great advancements over the years and continues to improve all the time, he also feels that Solar Panels will work well in Arizona, but may not work as well in Northern Wisconsin. Bill Bailey, stated they work just as well in Wisconsin as Arizona as we don't have the dust. He also disputes Kluver figures, as he doesn't believe they need a contingency on a project like this and if you did the 20 year without the contingency you would have cash flow in 5 years. Debra Barnhardt, said the council better be careful of what they decide, the citizens of Washburn are close to a property tax revolt, she also stated she has done project planning for years and agrees with Kluver you never do any project without a contingency that is poor planning. Motion by Novachek to close floor, second by McGrath. Motion carried unanimously. Original motion carried unanimously.

Discussion & Action on the Solar Photovoltaic (PV) System Design and Installation Project at the Wastewater Plant – Acceptance of Bids; Approval of Contract with Eagle Point Solar- Bid for this project came in at \$216,825.00, a grant was received to cover \$79,119.00, we must also add in \$21,000.00 for a contingency meaning we would need to borrow \$159,000.00. Two projections were done; a 15-year borrowing and 20-year borrowing. In both cases, the principle and interest payments would not be covered by the project energy savings. There is also some concern that if the VDF improvements are made to the Plant as discussed, the solar array proposed may end up being oversized, we may be able to reduce the size 25 to 50 percent if the other energy reductions improvements there are proposed are made. Because of these issues and the financial viability of the utility, Kluver can not recommend approving the Solar Project at this time. McGrath moves to reject bid, second by Neimes. Tulowitzky moves to open floor, second by Maziasz. Motion carried unanimously. Bill Bailey, reminds

MAY 20, 2019 CITY OF WASHBURN BOARD OF REVIEW PROCEEDINGS

5:00 PM – 7:30 PM, City Hall

Present Board Members: Mayor Richard Avol, Aaron Austin, Carl Broberg, Jennifer Maziasz, Mary McGrath, Thomas Neimes, Karen Spears-Novachek, City Clerk Scott J. Kluver

Others Present: Kitt Koski, Assessor – Bow-Mar Appraisal; Max Lindsey, Attorney

Absent: Laura Tulowitzky

Call to Order – Roll Call - Meeting called to order by Avol at 5:05 PM, roll call attendance revealed eight of the nine-member Board present, quorum recognized.

Election of Chair and Vice-Chair - Motion by Spears-Novachek and seconded by McGrath, to cast unanimous ballot for Avol as Chair and Spears Novachek for Vice-Chair. Motion Carried 8-0. Avol assumed the Chair.

Verify Training Requirements/Confidentiality Ordinance - Noted for the record, certification of at least one Board Member; proper Public Notice; Confidentiality Ordinance in place. Certified Board Members being Mayor Avol; Council Members: Austin, Broberg, Maziasz, McGrath, Neimes, Spears-Novachek, Tulowitzky, and Clerk Kluver.

Adoption of Policy Regarding Procedure for Sworn Telephone Testimony and Sworn Written Testimony – Maziasz moved, and McGrath seconded, to adopt the sample policy provided for Sworn Telephone Testimony and Sworn Written Testimony. Motion carried 6-2 (Avol, Spears-Novachek opposed).

Adoption of Policy Regarding the Procedure for Waiver of Board of Review Hearing Requests – Spears-Novachek moved, and McGrath seconded, to adopt the sample policy provided for Procedure for Waiver of Board of Review Hearing Requests. Motion carried 8-0.

Examine Assessment Roll and Correct Errors – Kitt Koski introduced himself. He reported on the Assessment Rolls for real and personal property and the current values and changes. Errors to the assessment roll have been completed. Koski reported there were just one property owner contacted him for Open Book. Discussion occurred on the Boomtown Condos as their assessment declined because of purchase price. The City does have a development agreement in place for payment in lieu of taxes for this property. Spears-Novachek moved and Broberg seconded to accept the assessment role. Motion carried 8-0.

Formal Board of Review Session for Purpose of Hearing Objection to Annual Assessment – Noted for the record there was one filing(s) of Formal Objection along with a telephone and written testimony request. The objection was withdrawn this afternoon. Broberg moved and Spears-Novachek seconded to recess until 7:30 PM unless contacted by the City Clerk for a formal appearance before the Board. Motion unanimously carried at 5:32. Avol reconvened the Board of Review at 7:29 p.m. Roll Call

Present Board Members: Mayor Richard Avol, Carl Broberg, Mary McGrath, Thomas Neimes, Karen Spears-Novachek, City Clerk Scott J. Kluver

Others Present: Kitt Koski, Assessor – Bow-Mar Appraisal

Excused Absence: Jennifer Maziasz, Laura Tulowitzky, Aaron Austin,

With no further case filings; Board adjourned on motion of Broberg, seconded by Neimes, and unanimously carried by the Six (6) Members in attendance at 7:30 p.m. Board of Review adjourned. Official recording of session on file.

Scott J. Kluver
City Clerk

1

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715-373-6160
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To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: Request to Improve Washington Avenue Sidewalks
Date: May 29, 2019

Enclosed you will find requests from some young citizens who are concerned about the condition of sidewalks on Washington Avenue. I don't think anyone can deny that the condition of the sidewalks on Washington Avenue is anything less than horrible.

To refresh everyone with the status of sidewalks in the City of Washburn, know that the focus of the City as of late has been to make the necessary repairs on Bayfield Street and to enforce the snow removal by property owners on Bayfield Street. While the Bayfield Street sidewalk condition is far from perfect, our stance will now shift to repairing only serious hazards as the sidewalks will be replaced when Bayfield Street is scheduled for reconstruction in 2024. Know that Bayfield Street is the only street in the City where there is currently a snow removal ordinance, and the snow is to be removed by the adjacent property owner.

I have long argued that if Washburn is going to be a city with sidewalks, the next logical area of improvement would be Washington Avenue. From there, the appropriate connectors to the schools/County buildings would then follow. The Council should decide if this is the plan they wish to take in regards to sidewalk enhancement in the City. This plan would include the requirements for snow removal.

Also enclosed is the ordinance that explains the repair process for sidewalks. The Council can order any property owner to repair adjacent sidewalks at their expense. The Council can share in the cost if it so chooses, but it would need to find the money. If the Council desires to take enforcement action on sidewalks, I ask that action be deferred until the vacant Assistant Administrator position has been filled.

BECKY L. SHAFSTALL

Dear Mr. Mayor Avol and City Council,

We, the Washburn GirlScout Troop, are writing to get on the next meeting agenda. We would like to discuss the sidewalk along Washington Avenue.

A lot of the sidewalk along Washington Avenue is not user friendly to bikes, scooters, skateboards, rollerbladers, wagons, strollers, wheelchairs, nor pedestrians. There are many sections where the sidewalk is erupting or buckling creating jagged broken uneven pieces. These cause wipe outs, spills, trips, and tips. There are also large grass covered sections of sidewalk. This makes getting through tough on little bikes with training wheels, strollers, wheelchairs, wagons, etc. Most of the alleyways do not have a sidewalk ramp for an easy way to cross. In some areas there are actually uneven double curb edges at the alley. This is another hazard for tripping, falling, tipping, and just a struggle all together. Also some of the street crossings do not have sidewalk ramps either. All of this makes using the sidewalk difficult and unsafe for use. As a result, many choose to use the actual street for ease of travel. This is an even more dangerous solution!

We know that there are bad sidewalks all around town, but all around town we also have quiet residential roads that are safe to use. However, Washington Avenue is not a quiet residential road. Its is a fairly busy street. It should have a very user friendly sidewalk that accommodates all of its users, from young bicyclists, rollerbladers, skateboarders, to those with more needs of strollers, wagons, and wheelchairs. The sidewalk itself should help keep its users safe, and safe from the option of using the road.

Ideally, we would like the entire of Washington Avenue sidewalks redone. However, we also understand that sidewalks are an expensive project. If the entire is too expensive a project, can fixing the west side of Washington Avenue from Bayfield St to 8th St be a priority to be evaluated and fixed?

Areas of Concern:

- 100 block (City Hall) – good
- 200 block – alleyway crossings, broken sidewalk, grass covered sidewalk, north curb no ramp
- 300 block (Library) – alley crossings
- 400 block – grass covered sidewalk, alley crossings, broken sidewalk
- 500 block – alley crossings, north ½ of sidewalk grass covered & broken
- 600 block – alley crossings, north ½ of sidewalk grass covered & broken, north curb no ramp
- 700 block (Catholic Church) – good

Thank you so much for your time and consideration!



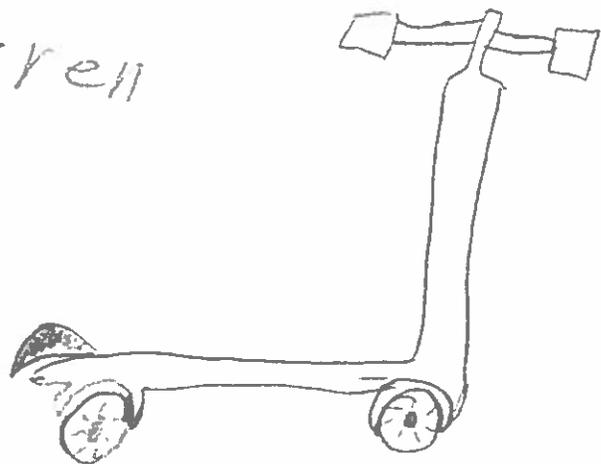
Becky Shafstall
Washburn GirlScout Troop Leader

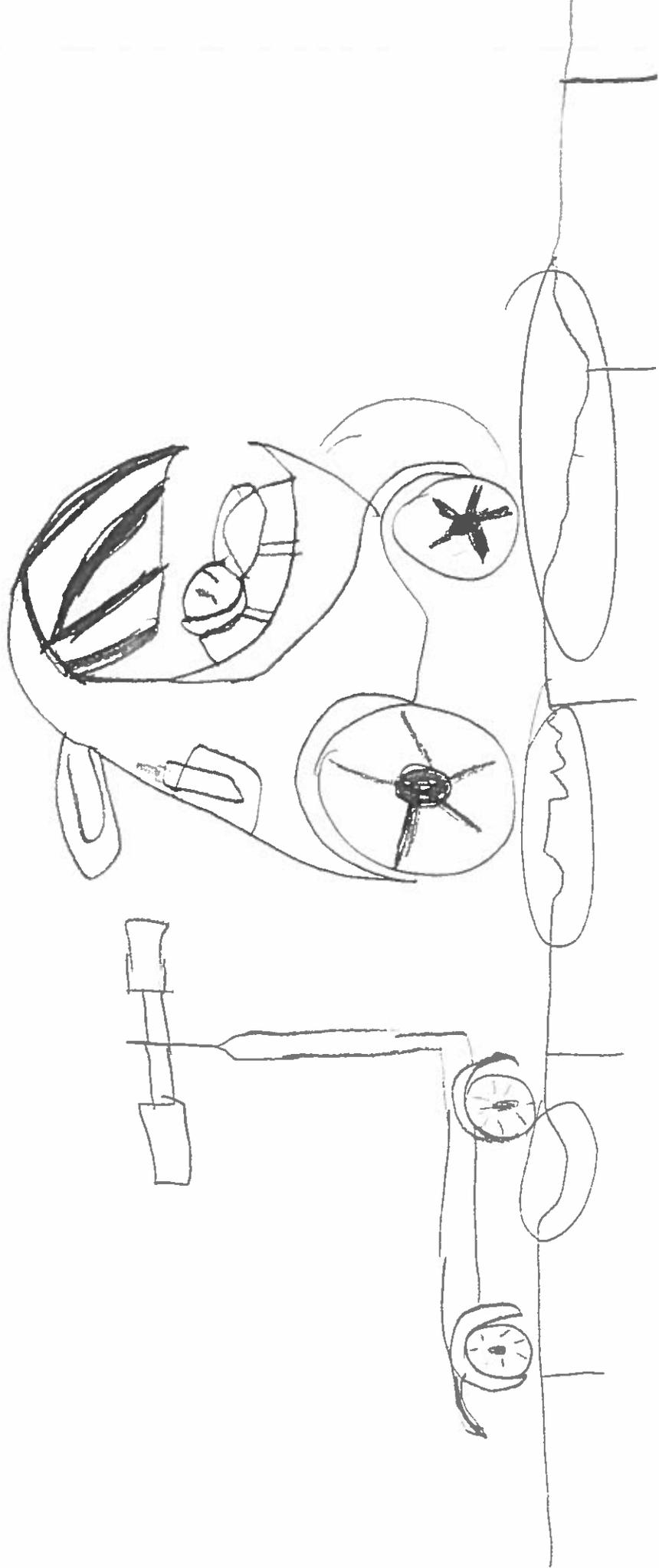
Dear City Council,

My name is Addi Warren, and I want to talk to you about the sidewalk on Washington Ave. It's really broken up and me and the rest of the Girl Scouts want to fix it up. We can't run, bike, scooter, or push a stroller! We end up walking in the street, and that's DANGEROUS!

Thank you for your time on this matter.
Sincerely,

Addi Warren
age 8





Dear Mr Avol and city council,

My Girl Scout troop would like to fix the sidewalks. You can't ride your bike, roller blades, push a stroller, or you can barely walk without tripping. You have to go on the **RODE** and that is **DANGEROUS!** I was wondering if you could help fix it?

From,
Arnelia Thomas

→
trip

Bad

Good

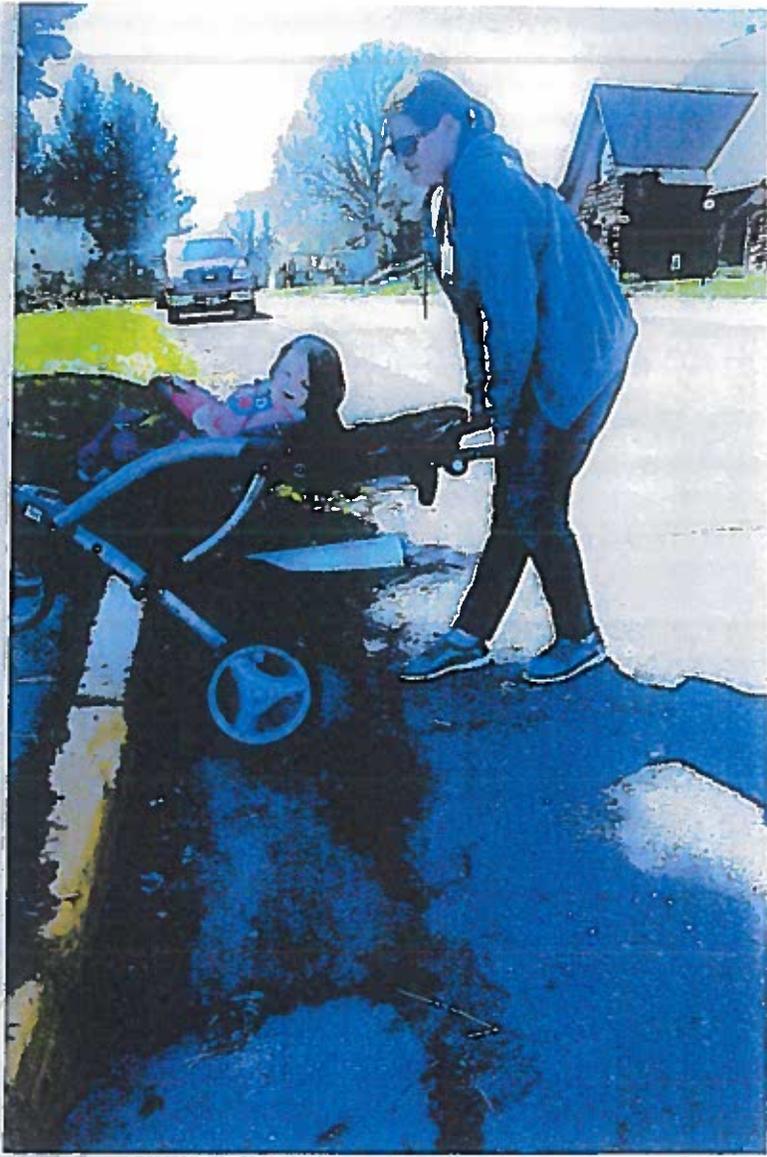
By Eisa Shafstall Dear Mr. Avd,

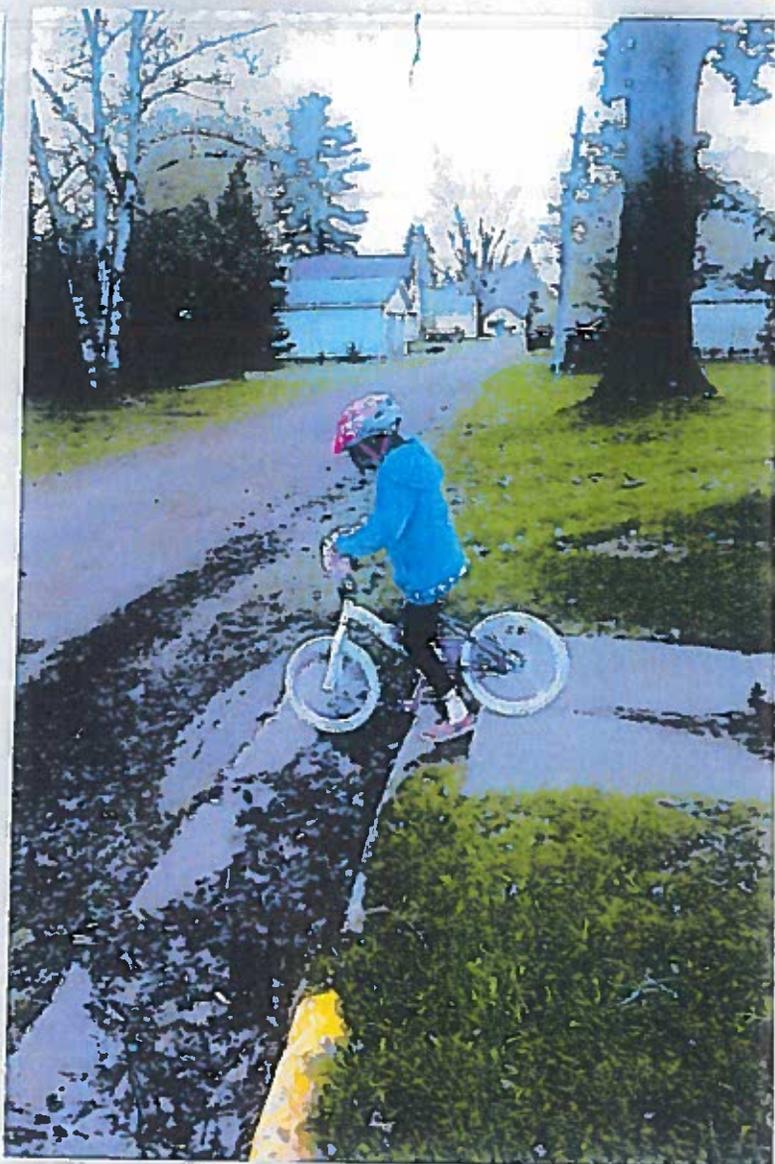
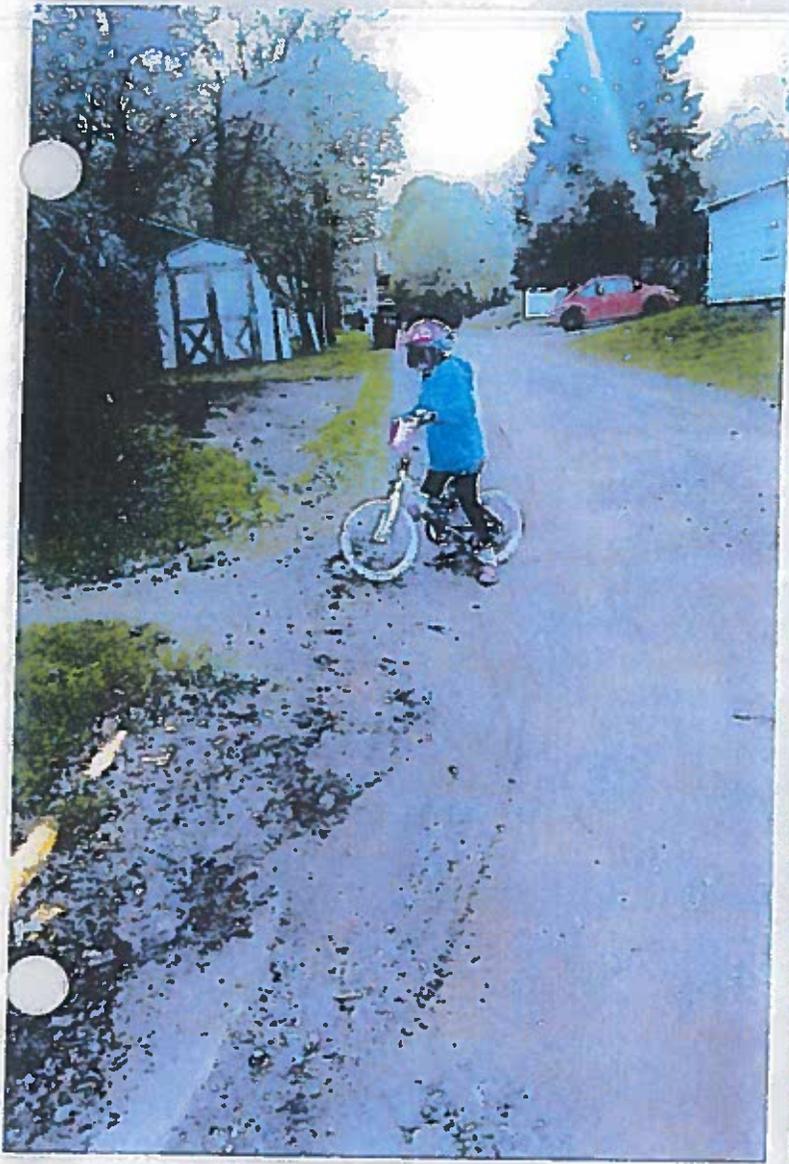
I'm writing to get on the Meeting Agenda I want to talk about the side walk. Can we fix Washington street side walk. The side walk is un-lagged, grassy, bumpy, and curby. I don't like riding my bike. Because I can tip easily in the potholes and bumpy spots. This is not safe. Because I can get hurt. Riding up and down the Alley curb I can fall. Both way this is not safe either. On the grassy side walk I get stuck. My mom has problems pushing the stroller on the side walk. My sister also has problems with her training wheels. Walking people can trip. We use the road. Instead because it is easier to use this is not safe! Cars could hit us. We would like a better safe side walk to use.

Thank you

Eisa Shafstall

Age 7.5 yrs





I think we should wedo the side walk bechare people keep
on falling and it is not safe at all, some body fall
and skind his knee he cried a lot, and I

asked are you okay he said yes but I went and sat
a teacher so he could get help and sat
lily lah

1 staff 21

April 17, 2019

Dear Mr. Avola

My name is Onna. I live in Washburn
and i'm in second grade. The sidewalk in front of the
public library is very bumpy and broken. Me and
my Girl Scout Troop think the city should fix it. Lots of
people go to the library and you can't ride your
scooter or bike on it. People have ride in the street.
Could you help us find ways to fix it? Thank you!

From,

Onna Staags 

from Talia Schwantes



Washington Ave. Alley btwn. 4th + 5th looking South

looking North



Washington Avenue edge of driveway on north half of block



Washington Avenue - Alleyway north of Library

Mr. Avui

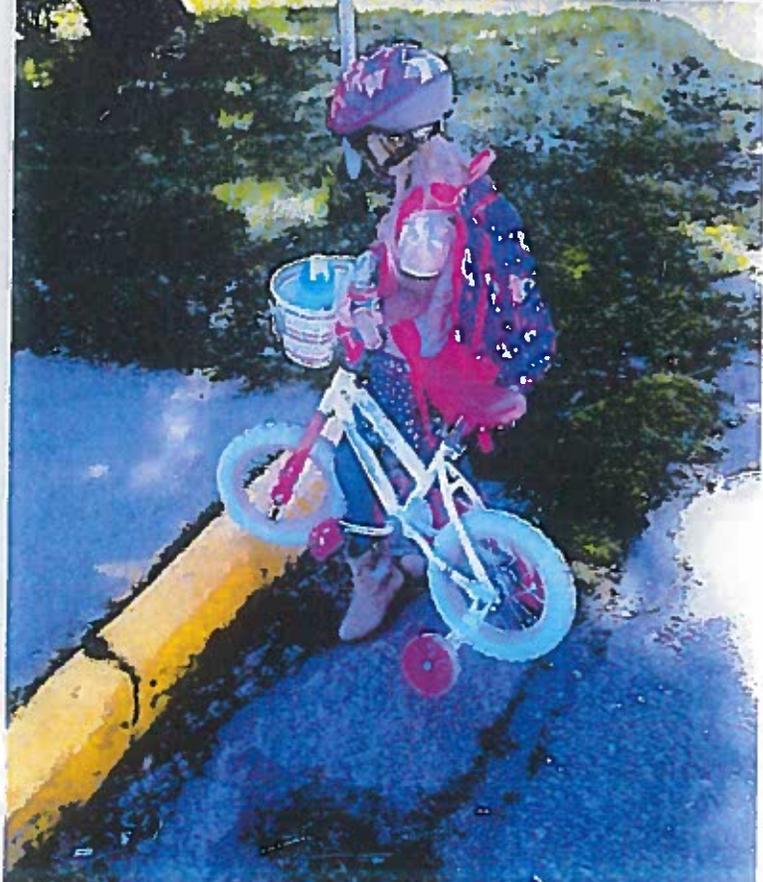
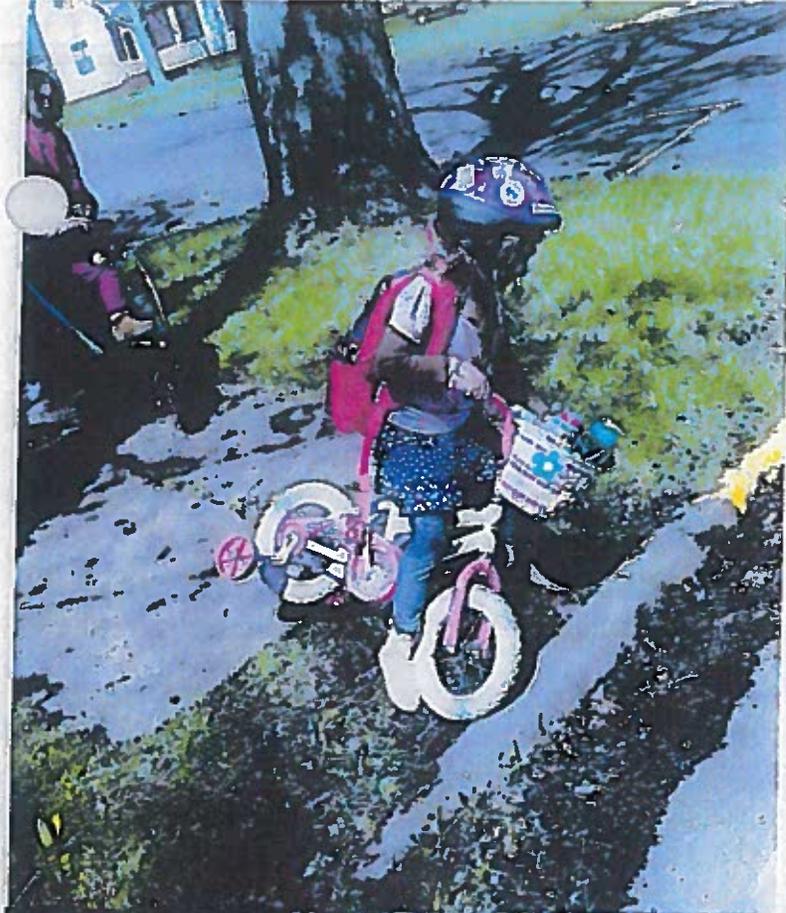
When I ride my bike
tip over on the cracks. My bike fall and
stuck in the grass. I want them to fix
it other people might fall and to
get stuck on the sidewalk are
the cracks dangerous. If you get to a crack

then have to go on the road
that's not safe can you fix the
sidewalk?

Thank You

Treva

Age 5.5 yrs



April 17 2019

Dear Mr. Avolio

My name is Katie. I am in second grade.
The sidewalks are bumpy on the
way to the library. Me and my Girl Scout
troop think they should fix it. Because
people can trip on the sidewalk. People can't
ride their bike. People have to ride bikes
on the road. Can you please help us? Thank
you.

From:

Katie

Chapter 2

Streets and Sidewalks

6-2-1	Removal of Rubbish and Dirt from Sidewalks
6-2-2	Construction and Repair of Sidewalks
6-2-3	Excavations of Streets, Alleys, Public Ways and Grounds
6-2-4	Regulations Governing Excavations and Openings
6-2-5	Obstructions and Encroachments
6-2-6	Street Privilege Permit
6-2-7	Snow and Ice Removal
6-2-8	Terrace Areas
6-2-9	Vaults
6-2-10	Request for Improvements
6-2-11	Unlawful Dumping on Streets
6-2-12	Street Numbers
6-2-13	Obstruction of Public Ditches
6-2-14	Vacation of Streets and Alleys
6-2-15	Street Weight Limits
6-2-16	Walkway Permit Requirements

Sec. 6-2-1 Removal of Rubbish and Dirt from Sidewalks.

No owner or occupant shall allow the sidewalk abutting on his/her premises to be littered with rubbish or dirt. If such owner or occupant shall refuse or fail to remove any such rubbish or dirt when notified to do so by the Common Council, or its designee, the City may cause the same to be done and report the cost thereof to the City Clerk who shall spread the cost on the tax roll as a special tax against the premises, pursuant to Sec. 66.0627, Wis. Stats., or such cost may be recovered in an action against the owner or occupant.

Sec. 6-2-2 Construction and Repair of Sidewalks.

(a) Sidewalk Repair or Construction.

- (1) Where the Common Council deems sidewalks to be in the public interest, it shall be the duty of the abutting owner to build, repair, construct and perpetually maintain

sidewalks along or upon any street, alley or highway in the City of Washburn. The cost of sidewalk installation, repair or construction shall be paid by the property owner, unless by resolution the Common Council determines that such cost shall be paid by the City or shared between the property owner and the City. Any such resolution shall provide the specific reason or reasons for relieving the property owner of all or part of the cost of the work. Whenever the Common Council shall, by resolution, determine that a sidewalk be laid, rebuilt, repaired, lowered or raised along or upon any public street, alley or highway within the City of Washburn, it shall proceed according to Sec. 66.0907, Wis. Stats.

- (2) All sidewalks within the City of Washburn hereafter shall be repaired, rebuilt and constructed in accordance with the specifications of this Section.
- (b) **Sidewalk Permit Required.** No person shall hereafter lay, remove, replace or repair any public sidewalk within the City unless he/she is under contract with the City to do such work or has obtained a permit therefor from the City Clerk at least two (2) days before work is proposed to be undertaken. No fee shall be charged for such permits.
- (c) **Standard Specifications for Sidewalk.**
 - (1) **General.** Concrete sidewalk construction shall meet the specifications and provisions set forth in this Section and shall be constructed in locations and to line and grade as established by the City. All sidewalks constructed within the City of Washburn shall be constructed of concrete except as otherwise provided herein for driveway access.
 - (2) **Subgrade.** Subgrade shall be two (2) inches of sand fill, thoroughly and uniformly compacted and brought to correct grade placing of concrete and thoroughly wet down immediately before concrete is placed. Soft, porous and unsuitable subgrade material shall be removed and replaced with sand or other satisfactory material, and the subgrade shall be thoroughly and uniformly compacted and moistened immediately before the concrete is placed.
 - (3) **Concrete.** The minimum quantity of cement per cubic yard shall be six (6) sacks of ninety-four (94) pounds each. Concrete shall be mixed for at least one (1) minute. Gravel shall be of good quality and washed. Concrete shall test three thousand (3,000) pounds compression in twenty-eight (28) days. Asphalt, gravel, sand or wood sidewalks are prohibited.
 - (4) **Forming.** Concrete shall be placed in straight forms of wood or metal of sufficient strength to resist springing, tipping or other displacement during the process of depositing and consolidating the concrete. Forms shall be securely fastened, staked, braced and held firmly to required line and shall be sufficiently tight to prevent leakage of mortar, and all forms shall remain in place for twenty-four (24) hours after pour.
 - (5) **Jointing, Floating and Finishing.** Soon after screening and while the concrete is still plastic, the surface shall be floated with wood, cork or metal floats or by a finishing machine. At all places where the sidewalk intersects another sidewalk or curb-line, a one-half (1/2) inch expansion joint shall be placed. Transverse expansion joints of one-half (1/2) inch thick and four (4) inches wide and five (5) feet long or premolded material shall be located every thirty (30) feet. Sidewalks must be marked off to make blocks five (5) foot square and be at right angles to the parallel lines. Any new

- sidewalk adjoining an old sidewalk or a sidewalk which abuts curb and gutter shall have one-half (1/2) by four (4) inch expansion joints of premolded material.
- (6) **Slope.** All forms must be approved by the Director of Public Works, or his/her designee, before concrete is poured. To provide adequate drainage, the sidewalk shall slope toward the curb at a minimum rate of one-fourth (1/4) inch per foot of width of sidewalk. All joints and edges shall be finished with a one-fourth (1/4) inch radius edging tool. Sidewalks shall be constructed within the limits of the street, and unless otherwise specifically indicated, there shall be a one (1) foot strip of street property left between the property line and the edge of the sidewalk.
 - (7) **Width and Thickness.** Residential walks shall be five (5) feet in width and not less than four (4) inches thick except within driveway approaches where the minimum thickness shall be six (6) inches and butt to established grade line. Sidewalk width in front of commercial or industrial establishments shall be eight (8) feet or as determined by the Common Council, or committee thereof.
 - (8) **Finishing.** The concrete shall be struck off true to grade, finished smooth and given a broom finish in transverse direction. Edges and joints shall be given a finish with a one-quarter (1/4) inch radius edging tool. Dry cement shall not be spread on a wet surface to take up excess water. Finishing operations shall be delayed until water has disappeared. No tool marks shall be left on exposed surfaces. In case of rain, the walk shall be covered to protect the surface from being damaged. Walks shall be kept free from all traffic at normal temperatures for forty-eight (48) hours and in cold weather [below fifty (50) degrees F.] for ninety-six (96) hours.
 - (9) **Curing.** Concrete shall be kept moist by sprinkling, covering or a combination of both for a minimum of five (5) days.
 - (10) **Cold Weather Requirements.** When the temperature is less than forty (40) degrees F., all concrete placed in the forms shall have a temperature between fifty (50) degrees F. and seventy (70) degrees F. and shall meet the requirements as per Wisconsin Department of Transportation specifications for cold weather concrete.
- (d) **Repair or Replacement of Defective Sidewalks.** Pursuant to Sec. 66.0907, Wis. Stats., the Common Council may order at any time property owners to repair or remove and replace any sidewalk which is unsafe, defective or insufficient. If the property owner shall fail to so repair or remove and replace such sidewalk within sixty (60) days after service of the notice required by the Wisconsin Statutes, the Common Council shall repair or construct such sidewalk and the City Clerk shall enter the total cost thereof upon the tax roll as a special tax against said lot or parcel of land. If a life-threatening situation exists which is caused by a sidewalk in need of repair, the Common Council shall immediately direct the property owner to immediately make repairs. If the property owner shall fail to repair such sidewalk within the required period, the Common Council shall make the necessary repairs and the City Clerk shall enter the total cost thereof on the tax roll as a special tax against said parcel, unless by resolution the Common Council determines that such cost shall be paid by the City or shared between the property owner and the City. Any such resolution shall provide the specific reason or reasons for relieving the property owner of all or part of the cost of the work.

- (e) **Illegal Sidewalks.** No sidewalk which shall be constructed contrary to the provisions of this Section shall be considered a legal sidewalk and the same may be ordered to be replaced with a legal sidewalk and with one that is in conformity with this Section, the same as if no sidewalk whatever had been built or constructed in the place where any such sidewalk is located.

Cross-Reference: Section 6-2-16, Walkway Permit Requirements

State Law Reference: Sec. 66.0907, Wis. Stats.

Sec. 6-2-3 Excavations of Streets, Alleys, Public Ways and Grounds.

- (a) **Performance of Work by City.**
- (1) All excavations of streets, alleys and public ways and grounds within the City of Washburn shall be performed by the Public Works Department of the City of Washburn unless the Director of Public Works of the City of Washburn determines after reviewing the situation, that the City is unable to perform said task or it is in the best interest of the public and the City that the City not perform said excavation or related activities. If such a finding has been made in writing by the Director of Public Works, then any party requesting said excavations shall be required to apply for and obtain a permit as set forth hereinafter in Section 6-2-3.
- (2) The cost of any excavation and cost of repairs required by said projects shall be the sole responsibility of the requesting party, and if the City performs said project, the estimated cost of said project shall be paid to the City in advance of the commencement of the project by the City. Any refund or additional charge shall be determined at the conclusion of the project. Additional charges shall be paid within thirty (30) days of invoice.
- (b) **Permit Required.** No person, partnership or corporation, or their agents or employees or contractors, shall make or cause to be made any opening or excavation in any public street, public alley, public way, public ditch, public ground, public sidewalk or City-owned easement within the City of Washburn without a permit therefor from the Director of Public Works.
- (c) **Application for Permit.** The application for a permit shall be in writing and signed by the applicant or his/her agent. The applicant shall submit to the Director of Public Works at the time the permit is applied for, sufficient information relating to the work to be done including the general location and nature of the work and the method applicant proposes to use in doing the work. The Director of Public Works shall determine if sufficient information is submitted.
- (d) **City Work Excluded.** The provisions of this Section shall not apply to excavation work under the direction of City departments or employees or to contractors performing work under contract with the City necessitating openings or excavations in City streets.

2

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



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

To: Honorable Mayor and City Council Members
From: ^{SK} Scott J. Kluver, Administrator
Re: Resolution Urging Congress Pass HR 763
Date: May 28, 2019

A draft resolution is enclosed, as proposed by Jeff Silbert of the Chequamegon Climate Change Lobby. A presentation will be given at the Council meeting as well. This group is asking that the Council approve the resolution.

As this is a matter that does not directly impact the operations of the City, I have not reviewed HR763 and offer no comment or recommendation on this matter unless otherwise directed by the Council.

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

Resolution No. 019-006

Urging Congress to Pass HR 763 (Energy Innovation and Carbon Dividend Act)

WHEREAS increases in global average temperatures, the number and intensity of extreme weather events, sea level rise, and the melting of glacial and Arctic ice, indicate that the global climate is changing; and

WHEREAS the greater Chequamegon Bay area has experienced two 500-year extreme rain events in the past three years, which have caused extensive damage to area roads, bridges, culverts, and other infrastructure, including street damage and damage to the coal dock in the City of Washburn; and

WHEREAS studies by the Wisconsin Initiative on Climate Change Impacts project that if climate change continues unchecked, the area will experience increasingly warmer temperatures, especially during the winter months, and increasing amounts of precipitation and extreme rain events; and

WHEREAS such changes are likely to have substantial adverse impacts on area highways, roads, city streets, and other critical infrastructure; and

WHEREAS such changes may also have adverse effects on the area's forests and timber industry by decreasing suitable habitat for such commercially important species as paper birch and quaking aspen, increasing the risk of wildfires, and increasing stress from forest pests, diseases, and non-native species; and

WHEREAS such changes may also have adverse impacts on area agriculture by increasing erosion from extreme rain events, hampering access to fields at critical times, causing alterations in late-winter freeze/thaw cycles and causing increases in agricultural pests and diseases; and

WHEREAS such changes may also have adverse impacts on the area's winter tourism economy by decreasing the duration of winter snow cover and rendering winter conditions less predictable; and

WHEREAS The City of Washburn has been a local governmental leader in sustainable development, having become the nation's first eco-municipality in 2005 by adopting a Sustainable Community Development Policy now incorporated in its Comprehensive Plan, and having become a Wisconsin Energy Independent Community in 2009; and

WHEREAS the above-described impacts of climate change, if not effectively addressed, are likely to have substantial adverse effects on the economy and well-being of the City of Washburn and its ability to achieve a sustainable future; and

WHEREAS recent reports by the UN's Intergovernmental Panel on Climate Change and the US government indicate that to avoid the worst potential impacts of climate change, urgent action is needed to reduce carbon emissions; and

WHEREAS in order to reduce carbon emissions most effectively and efficiently, leading economists (including four past chairs of the Federal Reserve Board, 27 Nobel Laureates, and 15 past chairs of the Council of Economic Advisors) recommend a gradually increasing carbon tax on fossil fuels,

washburnadmin@cityofwashburn.org

From: Jeff Silbert <jfsilbert@gmail.com>
Sent: Tuesday, May 7, 2019 10:39 AM
To: Chequamegon Book and Coffee Company; City of Washburn Administrator; dpw@cityofwashburn.org; tdemars@cityofwashburn.org; Itulowitzky@gmail.com; jennifermaziasz@gmail.com; Aaron Austin; crbroberg@centurytel.net; Karen Novachek
Subject: Fwd: Resolution
Attachments: Municipal Resolutions calling for Carbon Fee and Dividend.docx; Economists' Statement on Carbon Dividends .pdf; Summary of HR 763.docx; Bayfield County Resolution 2019-22 in support of HR 763.pdf; Energy Innovation Act fact sheet.pdf

Dear Washburn officials. I am Jeff Silbert, a Washburn resident residing at 410 5th Ave E. I ask for your consideration on this matter and to put this on your June agenda please. Enclosed [I hope] are attachments in support of this request. Recently, the Bayfield County Board passed a resolution 10 to 1 [enclosed] in support of HR763 called the Energy Innovation and Carbon Dividend Act which is bi-partisan Federal legislation aimed at mitigating climate change. The county resolution centers on many local effects of climate change.

There is considerable information enclosed. Bill Bussey, retired lawyer and retired County Board Supervisor is the leader of our local Chequamegon Climate Change Lobby. He has put together a short power point which is quite good. We ask this be included as well.

As the City of Washburn and Bayfield County and the Washburn School District are partnering on a community solar project, we thought this would also be a good opportunity for local partnering. This initiative is being planned to go to the City of Bayfield and Ashland and to Ashland County as well.

Thank you very much for your consideration and time on this issue. If you have any questions please email or call me at 715 209 2248. We welcome your interest.

I currently represent District 6 on the Bayfield County Board which is primarily the East half of Washburn, however, I propose this issue and request as a citizen of Washburn only.

Thanks again.

Jeff Silbert

----- Forwarded message -----

From: Jeff Silbert <jfsilbert@gmail.com>
Date: Sun, May 5, 2019 at 9:22 AM
Subject: Fwd: Resolution
To: <jsilbert@bayfieldcounty.org>

----- Forwarded message -----

From: Bill Bussey <billbussey44@gmail.com>
Date: Sun, Apr 28, 2019 at 10:57 AM
Subject: Resolution
To: Jeff Silbert <jfsilbert@gmail.com>

Hi Jeff,

Here are the resolution and supporting materials.

Cheers!

Bill



Resolution

No. 2019-22

Urging Congress to Support HR 763

WHEREAS, increases in global average temperatures, the number and intensity of extreme weather events, sea level rise, and the melting of glacial and Arctic ice, indicate that the global climate is changing; and

WHEREAS, Bayfield County has experienced two 500-year extreme rain events in the past three years, which have caused damage to Bayfield County roads, bridges, culverts, and other infrastructure—including roads and recreational trails providing access to the Bayfield County Forest—in excess of six million dollars; and

WHEREAS, studies by the Wisconsin Initiative on Climate Change Impacts project that if climate change continues unchecked, Bayfield County will experience increasingly warmer temperatures, especially during the winter months, and increasing amounts of precipitation and extreme rain events; and

WHEREAS, such changes are likely to have substantial adverse impacts on Bayfield County's highways and roads and other critical infrastructure; and

WHEREAS, such changes may also have adverse effects on Bayfield County's forests and timber industry by decreasing suitable habitat for such commercially important species as paper birch and quaking aspen, increasing the risk of wildfires, and increasing stress from forest pests, diseases, and non-native species; and

WHEREAS, such changes may also have adverse impacts on Bayfield County agriculture by increasing erosion from extreme rain events, hampering access to fields at critical times, and causing alterations in late-winter freeze/thaw cycles; and

WHEREAS, such changes may also have adverse impacts on Bayfield County's winter tourism economy by decreasing the duration of winter snow cover and rendering winter conditions less predictable; and

WHEREAS, recent reports by the UN's Intergovernmental Panel on Climate Change and the US government indicate that to avoid the worst potential impacts of climate change, urgent action is needed to reduce carbon emissions; and

WHEREAS, Bayfield County has been a governmental leader in addressing climate change locally by taking numerous steps to increase the energy efficiency of its facilities and increase its use of renewable energy, including the installation of solar panels at a number of its facilities and major participation in Xcel Energy's Ashland Community Solar Garden; and

WHEREAS, in order to reduce carbon emissions most effectively and efficiently, leading economists (including four past chairs of the Federal Reserve Board, 27 Nobel Laureates, and 15 past chairs of the Council of Economic Advisors) recommend a gradually increasing carbon tax on fossil fuels, with the proceeds thereof returned to American households as dividends, and with

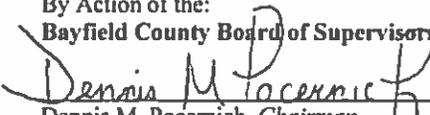
a border adjustment system to protect the competitiveness of American firms both nationally and internationally; and

WHEREAS, the Energy Innovation and Carbon Dividend Act, introduced in the current Congress as H.R. 763, meets all of those criteria and has bipartisan support; and

WHEREAS, competent studies have projected that if such legislation is enacted, it will result in a substantial reduction in carbon emissions as well as increases in GDP and employment; and that the dividends received by most low and moderate-income households will be more than enough to offset price increases due to the carbon fee;

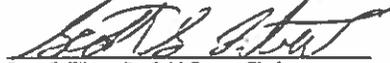
NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors, assembled this 23rd day of April 2019, do hereby urge the United States Congress to pass H.R. 763 without delay; and

BE IT FURTHER RESOLVED, that the Bayfield County Clerk is directed to send copies of this resolution to Governor Tony Evers, Senator Ron Johnson, Senator Tammy Baldwin, Representative Sean Duffy, State Senator Janet Bewley, and State Representative Beth Meyers.

By Action of the:
Bayfield County Board of Supervisors

Dennis M. Pocernich, *Chairman*

STATE OF WISCONSIN)
) ss.
COUNTY OF BAYFIELD)

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Volume 26, adopted by the Bayfield County Board of Supervisors at their meeting held on the 23rd day of April 2019.


Scott S. Fibert, *Bayfield County Clerk*

The below summary of HR 763 is from the Congressional website, <https://www.congress.gov/bill/116th-congress/house-bill/763>, which includes a link to the full text of the bill. Additional information on the bill is also available at <https://energyinnovationact.org/>

Summary: H.R.763 — 116th Congress (2019-2020)

[All Information](#) (Except Text)



There is one summary for H.R. 763. [Bill summaries](#) are authored by [CRS](#).

Shown Here:
Introduced in House (01/24/2019)
Energy Innovation and Carbon Dividend Act of 2019

This bill imposes a fee on the carbon content of fuels, including crude oil, natural gas, coal, or any other product derived from those fuels that will be used so as to emit greenhouse gases into the atmosphere.

The fee is imposed on the producers or importers of the fuels and is equal to the greenhouse gas content of the fuel multiplied by the carbon fee rate. The rate begins at \$15 in 2019, increases by \$10 each year, and is subject to further adjustments based on the progress in meeting specified emissions reduction targets. The bill also imposes a specified fee on fluorinated greenhouse gases.

The bill includes

- exemptions for fuels used for agricultural or nonemitting purposes,
- exemptions for fuels used by the Armed Forces,
- rebates for facilities that capture and sequester carbon dioxide, and
- border adjustment provisions that require certain fees or refunds for carbon-intensive products that are exported or imported.

The fees must be deposited into a Carbon Dividend Trust Fund and used for administrative expenses and dividend payments to U.S. citizens or lawful residents. The fees must be decommissioned when emissions levels and monthly dividend payments fall below specified levels.

The bill also suspends certain regulations that limit greenhouse gas emissions. The suspensions expire if the emissions targets established by this bill are not reached after a specified time period.



THE WALL STREET JOURNAL.

THURSDAY, JANUARY 17, 2019

Original Co-Signatories Include (full list on reverse):

- 4** Former Chairs of the Federal Reserve (All)
 - 27** Nobel Laureate Economists
 - 15** Former Chairs of the Council of Economic Advisers
 - 2** Former Secretaries of the U.S. Department of Treasury
-

Economists' Statement on Carbon Dividends

Global climate change is a serious problem calling for immediate national action. Guided by sound economic principles, we are united in the following policy recommendations.

I. A carbon tax offers the most cost-effective lever to reduce carbon emissions at the scale and speed that is necessary. By correcting a well-known market failure, a carbon tax will send a powerful price signal that harnesses the invisible hand of the marketplace to steer economic actors towards a low-carbon future.

II. A carbon tax should increase every year until emissions reductions goals are met and be revenue neutral to avoid debates over the size of government. A consistently rising carbon price will encourage technological innovation and large-scale infrastructure development. It will also accelerate the diffusion of carbon-efficient goods and services.

III. A sufficiently robust and gradually rising carbon tax will replace the need

for various carbon regulations that are less efficient. Substituting a price signal for cumbersome regulations will promote economic growth and provide the regulatory certainty companies need for long-term investment in clean-energy alternatives.

IV. To prevent carbon leakage and to protect U.S. competitiveness, a border carbon adjustment system should be established. This system would enhance the competitiveness of American firms that are more energy-efficient than their global competitors. It would also create an incentive for other nations to adopt similar carbon pricing.

V. To maximize the fairness and political viability of a rising carbon tax, all the revenue should be returned directly to U.S. citizens through equal lump-sum rebates. The majority of American families, including the most vulnerable, will benefit financially by receiving more in "carbon dividends" than they pay in increased energy prices.

Original Co-Signatories

George Akerlof
Nobel Laureate Economist

Robert Aumann
Nobel Laureate Economist

Martin Baily
Former Chair of CEA

Ben Bernanke
Former Chair of Federal Reserve
Former Chair of CEA

Michael Boskin
Former Chair of CEA

Angus Deaton
Nobel Laureate Economist

Peter Diamond
Nobel Laureate Economist

Robert Engle
Nobel Laureate Economist

Eugene Fama
Nobel Laureate Economist

Martin Feldstein
Former Chair of CEA

Jason Furman
Former Chair of CEA

Alan Greenspan
Former Chair of Federal Reserve
Former Chair of CEA

Austan Goolsbee
Former Chair of CEA

Lars Peter Hansen
Nobel Laureate Economist

Oliver Hart
Nobel Laureate Economist

Bengt Holmström
Nobel Laureate Economist

Glenn Hubbard
Former Chair of CEA

Daniel Kahneman
Nobel Laureate Economist

Alan Krueger
Former Chair of CEA

Finn Kydland
Nobel Laureate Economist

Edward Lazear
Former Chair of CEA

Robert Lucas
Nobel Laureate Economist

N. Gregory Mankiw
Former Chair of CEA

Eric Maskin
Nobel Laureate Economist

Daniel McFadden
Nobel Laureate Economist

Robert Merton
Nobel Laureate Economist

Roger Myerson
Nobel Laureate Economist

Edmund Phelps
Nobel Laureate Economist

Christina Romer
Former Chair of CEA

Harvey Rosen
Former Chair of CEA

Alvin Roth
Nobel Laureate Economist

Thomas Sargent
Nobel Laureate Economist

Myron Scholes
Nobel Laureate Economist

Amartya Sen
Nobel Laureate Economist

William Sharpe
Nobel Laureate Economist

Robert Shiller
Nobel Laureate Economist

George Shultz
Former U.S. Treasury Secretary

Christopher Sims
Nobel Laureate Economist

Robert Solow
Nobel Laureate Economist

Michael Spence
Nobel Laureate Economist

Lawrence Summers
Former U.S. Treasury Secretary

Richard Thaler
Nobel Laureate Economist

Laura Tyson
Former Chair of CEA

Paul Volcker
Former Chair of Federal Reserve

Janet Yellen
Former Chair of Federal Reserve
Former Chair of CEA

CLIMATE
LEADERSHIP
COUNCIL

Energy Innovation AND Carbon Dividend Act

THE BIPARTISAN CLIMATE SOLUTION

H.R. 763

The Energy Innovation and Carbon Dividend Act will drive down America's carbon pollution and bring climate change under control, while unleashing American technology innovation and ingenuity. It's:



Effective

This policy will reduce America's emissions by at least 40% in the first 12 years. It's supported by economists and scientists as simple, comprehensive, and effective.



Good for people

This policy will improve health and save lives by reducing pollution that Americans breathe. Additionally, the carbon dividend puts money directly into people's pockets every month to spend as they see fit, helping low and middle income Americans.



Good for the economy

Will create 2.1 million new jobs, thanks to economic growth in local communities across America.



Bipartisan

Republicans and Democrats are both on board, cosponsoring this bill together. The majority of Americans support Congress taking action on climate change, including more than half of Republicans. Solving climate change is too urgent to get caught up in partisan politics.



Revenue Neutral

The fees collected on carbon emissions will be allocated to all Americans to spend any way they choose. The government will not keep any of the fees collected, so the size of the government will not grow.

Sources for statistics available at: energyinnovationact.org/data-sources

How it Works

- 1 Carbon Fee**
This policy puts a fee on fossil fuels like coal, oil, and gas. It starts low, and grows over time.
- 2 Carbon Dividend**
The money collected from the carbon fee is allocated in equal shares every month to the American people to spend as they see fit.
- 3 Border Carbon Adjustment**
To protect U.S. manufacturers and jobs, imported goods will pay a border carbon adjustment, and goods exported from the United States will receive a refund under this policy.
- 4 Regulatory Adjustment**
This policy preserves effective current regulations, like auto mileage standards, but pauses the EPA authority to regulate the CO2 and equivalent emissions covered by the fee, for the first 10 years after the policy is enacted. If emission targets are not being met after 10 years, Congress gives clear direction to the EPA to regulate those emissions to meet those targets. The pause does not impact EPA regulations related to water quality, air quality, health or other issues. This policy's price on pollution will lower carbon emissions far more than existing and pending EPA regulations.

See Sponsors List & Learn More

Go to energyinnovationact.org to learn more about the Energy Innovation & Carbon Dividend Act.

Support the Bill

Go to cclusa.org/energy-innovation-act to contact your Congressional Representative

Municipal Resolutions calling for Carbon Fee and Dividend

Philadelphia, PA

Pima County, AZ

Austin, TX

San Francisco, CA

Essex County, NJ

San Mateo County, CA

Dekalb County, GA

Portland, OR

Dane County, WI

Tucson, AZ

Sonoma County, CA

Monterey County, CA

Oakland, CA

Boulder County, CO

Durham County, NC

Pittsburgh, PA

Saint Paul, MN

Greensboro, NC

Santa Cruz County, CA

Jersey City, NJ

St. Petersburg, FL

Marin County, CA

Dona Ana County, NM

Rochester, NY

Modesto, CA

Salt Lake City, UT

Santa Rosa, CA

Santa Fe County, NM

Syracuse, NY

Ann Arbor, MI

Allentown, PA

La Crosse County, WI

Berkeley, CA

Boulder, CO

Richmond, CA

San Mateo, CA

Tompkins County, NY

Eau Claire County, WI

Santa Monica, CA

Asheville, NC

Bellingham, WA

Reading, PA

Duluth, MN

Bloomington, IN

Fayetteville, AR

Alameda, CA

Bethlehem, PA

Iowa City, IA

Flagstaff, AZ

Santa Fe, NM

Davis, CA

Portland, ME

Santa Cruz, CA

La Crosse, WI

Encinitas, CA

Petaluma, CA

Lancaster, PA

Hoboken, NJ

Oak Park, IL

San Luis Obispo, CA

Henrietta, NY

State College, PA

Summit County, UT

Montclair, NJ

Brighton, NY

Penfield, NY

Claremont, CA

West Hollywood, CA

Pullman, WA

Bangor, ME

Ithaca, NY

Burlingame, CA

Princeton, NJ

Los Altos, CA

San Carlos, CA

Pittsford, NY

Monterey, CA

Stevens Point, WI

Carbondale, CO

El Cerrito, CA

Portsmouth, NH

Carrboro, NC

Brunswick, ME

Millburn, NJ

Marina, CA

Albany, CA

Oroville, CA

Morristown, NJ

Carlisle, PA

Hopewell, NJ

Boone, NC

Pitkin County, CO

South Orange Village, NJ

Pacific Grove, CA

Bemidji, MN

Emeryville, CA

Morro Bay, CA

Capitola, CA

Sitka, AK

Rice Lake, WI

Oberlin, OH

Sebastopol, CA

Cotati, CA

Aspen, CO

Fairfield, ME

East Rochester, NY

Canton, NY

Waupaca, WI

Moab, UT

Harpwell, ME

Narberth, PA

Del Mar, CA

Pittsboro, NC

Carmel-by-the-Sea, CA

Lambertville, NJ

Danby, NY

Eureka Springs, AR

Shutesbury, MA

Grand Marais, MN

Public Utility
Commission and
City Council

Vinalhaven, ME

Ridgway, CO

3

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, ^{SK} Administrator
Re: Offer on the Bayfield Street Development Property (Brokedown Palace)
Date: May 29, 2019

Enclosed you will find an offer from Kevin Porter, managing member of Aventure Vivante, and Nathan Monkeliën who would like to purchase the Brokedown Palace. In my opinion, the Council needs to determine if they have the experience, the means, and the wherewithal to renovate the building within a reasonable time frame and turn it into a building that brings life and value to the downtown core of Washburn. They will be given an opportunity to make their presentation.

Their concept is to make the upper floor residential units, with one ADA residential unit downstairs, and the remaining downstairs space would be commercial. This concept fits the predominant thought for the building, and in general, would be allowable by zoning. They are asking that the City obtain and provide the neighboring vacant lot as part of the package, that all zoning and permitting be approved prior to closing, and that they need to obtain conventional financing for the project.

If the Council believes that their concept is sound and that there is a reasonable chance of success, discussions with this group of investors should continue. There will be several things to discuss, and the City will undoubtedly want to know tentative time frames, and incorporate any assurances possible that the project will achieve the goal of bringing life and value to Washburn. There are many plans and approvals that would need to be obtained along the way as well. This is just the opening presentation and discussion. It is important that the community remain patient and respectful as we consider this offer and the steps and issues involved in potentially moving forward.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON May 22, 2019 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Aventure Vivante, Nathan Monkeliën, and/or assigns
4 _____, offers to purchase the Property known as [Street Address] 204 W Bayfield St and tax

5 id: 36604 in the _____ City
6 of Washburn County of Bayfield, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Ten
9 _____ Dollars (\$ 10.00)

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 1,000.00 will be
11 mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

12
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: _____

16
17
18 All personal property included in purchase price will be transferred by bill of sale or _____

19
20 ■ NOT INCLUDED IN PURCHASE PRICE: _____

21
22

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 June 30, 2019. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): Anthony Jennings or staff at Anthony Jennings and Crew Real Estate

39 Buyer's recipient for delivery (optional): Kevin Porter or staff at Anthony Jennings and Crew Real Estate

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): anthony@aijennings.com

54 E-Mail address for Buyer (optional): kevinporter@aijennings.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated April 9, 2019
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**
63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been Inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than August 31, 2019
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80 _____

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.
97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing:

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

106 _____ If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: 7 residential units, six on second
117 floor, and one on ground floor, and two or three commercial units.

118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 one ADA compliant unit on ground floor.

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within 45 days of acceptance of this Offer.

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

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

226 (Definitions Continued on page 6)

272 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 [X] FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written Conventional
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 120 days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ 500,000.00 for a term of not less than 30 years,
231 amortized over not less than 30 years. Initial monthly payments of principal and interest shall not exceed \$ 2,684.11. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238 [X] FIXED RATE FINANCING: The annual rate of interest shall not exceed 5.000 %.
239 [] ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed % . The initial interest rate shall be
240 fixed for months, at which time the interest rate may be increased not more than % per year. The maximum
241 interest rate during the mortgage term shall not exceed % . Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 ADDITIONAL PROVISIONS/CONTINGENCIES Closing shall occur within 15 days of lenders commitment to provide
278 financing.
279 Purchase is contingent upon the inclusion of the vacant lot immediately east of the subject
280 property (tax id: 36604).
281 Purchase contingent upon city approval of one ground floor residential unit being permitted in
282 order to comply with ADA accessibility guidelines.
283 Kevin Porter is a licensed real estate agent in the state of Wisconsin.

284
285
286

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 322 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if

342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and

343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility

344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed

345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

346 _____

347 _____

348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents

349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**

351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**

352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a

354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.

355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if

357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance

358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue

359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for

360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance

362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the

363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which

364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within

366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a

367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver

368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said

369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does

370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable

371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this

373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**

375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**

376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**

377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**

378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of

380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**

381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also

382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the

383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of

384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer

385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,

387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site

388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to

391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating

392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the

393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written

394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written

395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
- 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ 45 _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475 _____
476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)) within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ADDENDA: The attached _____ RECR _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ Kevin Porter, Anthony Jennings and Crew Real Estate _____

481 _____ on _____ 05/23/2019 _____

482 Buyer Entity Name (if any): _____ Aventure Vivante _____

483 (X) Kevin Porter, Managing Member _____ 05/24/2019 10:28 AM CDT _____

484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Kevin Porter, Managing Member _____ Date ▲

485 (X) Nathan Monkelien _____ 05/24/2019 11:12 AM CDT _____

486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Nathan Monkelien _____ Date ▲

487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

492 Seller Entity Name (if any): _____

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 204 W Bayfield St IN THE _____ (CITY) (VILLAGE) (TOWN) OF Washburn, COUNTY OF Bayfield STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY AS OF April (MONTH) 09 (DAY) 2019 (YEAR).

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

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

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

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

A. OWNER'S INFORMATION

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

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects in part of the plumbing system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B9. Explanation of "yes" responses <u>Electrical, Plumbing & HVAC systems would likely need repairs. A structural report is available on the building. The elevator is not up to code.</u>			

C. ENVIRONMENTAL

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

D. STORAGE TANKS

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

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

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

F. LAND USE

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

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

G. ADDITIONAL INFORMATION

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

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

OWNER'S CERTIFICATION

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

Entity Name (if any): City of Washburn

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

Authorized Signature for Entity: [Signature] Date 05/12/19

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

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

I acknowledge receipt of a copy of this statement.

Entity Name (if any): Aventure Vivante, LLC

Name & Title of Authorized Representative Signing for Entity: Managing Member

Authorized Signature for Entity: Kevin Porter, Managing Member Date 05/24/2019 10:28 AM CDT

Prospective buyer Nathan Monkeliem Date 05/24/2019 11:12 AM CDT

Prospective buyer _____ Date _____

4

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: Reconsideration of Solar at the Treatment Plant
Date: May 29, 2019

At the request of two Council members, the issue of the Solar Photovoltaic (PV) System Design and Installation Project at the Treatment Plant is back on the agenda.

The process is that one of the five council members who made a motion to reject the bids at the last meeting would need to make a motion to reconsider that decision. Anyone on the Council can second that decision. The debate is then focused on whether or not the decision should be reconsidered. If the motion to reconsider is approved, then the whole issue is back on the table and open to any action the Council deems appropriate (I have included all of the materials from the last meeting). If the motion to reconsider fails, the issue is dead.

The argument presented to reconsider the motion is that Bill Bailey of Chequamegon Renewables is seeking to raise \$30,000 for the project, have the contractor lower the bid by \$30,000, or a combination thereof. If successful, the loan that would have to be taken out by the City for this project would be reduced by that amount. If an additional \$30,000 can be applied to this project, plus the fact that since last month the interest rate has lowered from 4.5 percent to 4.0 percent, the project is projected cash flow immediately. Now, I can not guarantee that the interest rate will remain at 4.0 by the time the City would lock in, but even if it were at 4.5 percent, the shortfall in the first two years is projected to be negligible.

If the project can be reduced by \$30,000, it certainly makes it more comfortable from a financial perspective. I am not keen on taking out more debt when we have a large borrowing looming in the future which may push us to our cap, and there will be other needs to consider before the Bayfield Street project as well. We have a limit on our debt capacity, this is a small borrowing, but there are more requests to come. I have not had the time to do a detailed analysis of this. There are also concerns on how much time this system may take to maintain and the size of the overall structure. We have been told that maintenance is minimal; however, we have heard that statement many times before and are naturally skeptical. The staff have a difficult time maintaining the infrastructure that we have. There is no shortage of work already, and staff would need to be present to understand how this system is constructed and is tied into the electrical system at the plant.

If the Council reconsiders and approves this project. The loan amount on the resolution would need to be adjusted, and as well if the Council desires to borrow for the other energy savings improvements to the Treatment Plant as opposed to making the cuts/changes to the Capital Budget. Please let me know if you have questions regarding this matter.

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



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

To: Scott Kluver, Washburn City Administrator

From: Bob Anderson, Public Works Director

Re: Solar Project Experience from Northern Pines School District, Dave Bohnen, (715)479-4473 Ext. 2101

Date: May 30, 2019

I spoke with Mr. Bohnen with the Northern Pines School District where he is the Maintenance Manager for the district about his experience with a Solar Array Project installed at Eagle River School in April 2017. Joel Weber and Ross Lightner were also present. They have a system that is ground mounted approximately 4' above grade similar to our proposed system that was installed by Eagle Point.

During our discussion we asked Mr. Bohnen about his experiences with required maintenance on their array and were told his crews didn't have any work associated with it and that their system works well. They have had to replace two inverters since the system was new but this was performed under warranty.

When asked about winter operations he stated they didn't plow or shovel any snow but accepted the reduced power generation. With this operation they still experienced a significant reduction in cost over the year even given they sized their system so they wouldn't produce much excess power to be sold back to the power company.

Their funding utilized a third party to install the original system and they make periodic payments to them. At the end of ten years they can then purchase the system and become sole owners. I don't believe this is the best approach since they will be purchasing an older system that would presumably need additional maintenance with added age and they don't take advantage of the newest technology.

After our discussion I believe the maintenance required by our staff will be very minimal and am not as concerned with this aspect. I would still like to get additional project contact information we can have similar discussions with.



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Current Interest Rates

Current General Obligation Loan Interest Rates

Loan Term	Interest Rate
2 Years	3.75%
3 - 5 Years	3.75%
6 - 10 Years	3.75%
11 - 20 Years	4.00%

What's New

- [2019 Library Aid Distribution - \\$36.2 Million](#)
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- [Spring 2019 Timber Sale](#)

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- [Current Interest Rates](#)
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- [Loan Application Request Forms](#)
- [Sample Documents](#)
- [Loan Calculator](#)
- [BCPL Loan History](#)
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Revenue Loan Interest Rates - Revenue loans have more risk than general obligation loans, so revenue loan interest rates will always be higher than the general obligation rates shown above. The interest rate offered by BCPL on any revenue loan will be based on an analysis of the risks specific to each individual transaction. Revenue loans require additional information and documentation designed to allow BCPL staff to analyze those risks prior to loan application. Please see the Revenue Loan Worksheet/Application Request for a list of required information.

Still have questions? Contact our [Loan Officer](#).

[BCPL State Trust Fund Loan Program - Home](#)

- [Application Process](#)
- [General Obligation Loan Fact Sheet](#)
- [Revenue Obligation Loan Fact Sheet](#)
- [Interest Rates](#)
- [School District Borrowing Procedures](#)
- [Sample Documents](#)
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Eagle Point SOLAR

Bringing you the SUN®

Agriculture | Commercial | Residential | Municipal | Utility | Academic

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

May 30, 2019

Dear Mr. Kluver,

Eagle Point Solar appreciates your continuing efforts related to installing a solar array at your waste water treatment plant. We understand this is a decision that shouldn't be taken lightly but also believe building the project is a sound financial investment as well as a statement of Washburn's commitment to sustainability.

As you know our bid was structured so Bayfield County, the Washburn School District and the GBWWTPC get a reduced price if all 6 projects are built at the size specified in the RFP's. It was structured this way to encourage everyone to move forward because we are motivated to build all the projects as we expand our footprint into northern Wisconsin.

We understand there is some concern regarding the short-term economics of this project and a reduction in your investment would make you more comfortable with moving forward.

In order to demonstrate Eagle Point Solar's commitment to you, and because all parties are working together, we are willing to reduce our price by \$30,000 to improve your project's economics. This price reduction has been achieved by several factors including:

1. A reduction in Eagle Point Solar's margin
2. Contract negotiations with other community projects who stand to gain financially if your project moves forward
3. Savings achieved by locally sourcing electrical work through Jolma Electric of Ashland.

In addition, we understand that you might have staffing concerns when taking on a project of this nature. I would like to review our 5-year maintenance plan that is included in our bid and go over our implementation strategy during construction. I look forward to meeting with you and your staff on June 4th, at 9:00am at the WWTP.

We are looking forward to continued discussions about how to keep moving forward. Please feel free to reach out to us with any questions or comments.

Sincerely,

J.A. Pullen

Jim Pullen
General Manager, Eagle Point Solar

EaglePointSolar.com

Office locations in Iowa, Illinois and Wisconsin

washburnadmin@cityofwashburn.org

From: Gayle Chatfield <artgarden@centurytel.net>
Sent: Monday, May 20, 2019 7:04 PM
To: Aaron Austin; Karen Novachek; Jennifer Maziasz; Laura Tulowitzky; Carl Broberg
Cc: washburnadmin@cityofwashburn.org
Subject: Washburn WWTP Solar

Hello City Council Members,

I have been in contact with Scott Kluver and have asked him what it would take financially and otherwise to reconsider the City Council's May decision to reject the bid for the solar project at the WWTP. His partial response is quoted below:

"There are a few procedural issues that have to be considered. In order for the issue to come back to Council, one of the five members who voted in the majority to reject the bids needs to reconsider their vote. If one of those members does that, they will debate reconsideration. If they approve reconsideration, the issue is back on the table and they can then make whatever motion they want. This can only be considered though at the June meeting. If it is after the June meeting, it is too late and can not be taken up again until after next April's re-organization meeting."

He also says, "If the amount of the loan could be dropped by \$25 - 30 K, it would get it down to an insignificant difference in the first couple years ... and get better from there on out. "

I am writing you to reconsider your vote if I can reduce the loan amount by \$25-30,000, so we can get it on the June agenda. I think this can be accomplished by a combination of negotiating with Eagle Point Solar to reduce their bid and negotiating with the other community site owners who stand to have their bids increased if the City does not move forward. As I stated at the last Council meeting, as a group their prices could increase by \$27,000, so I believe there is some room to negotiate. Also, all together, this is a \$1.2 million dollar project, so there should be room to negotiate with Eagle Point Solar. They have expressed interest in doing so.

I would like to meet with anyone interested, individually, as a group, or any combination. If you could reply to this email we could go over the economics and discuss possible options.

Mary McGrath and Tom Neimes do not have email addresses according to the City's website, so have not been included here, but I do not mean to exclude anyone.

Thank you,

Bill Bailey
Cheq Bay Renewables
715-779-3231 cell 715-209-7727
baileys-bayfield@centurytel.net
www.cheqbayrenewables.org

Washburn WWTP - \$.50 RECIP

System Size (KW DC) 123.9 Prod/kw/yr 1191 Annual Prod. 147585 kWh
 Electric Rate \$0.0726 Escalator 3% Other Grant Degradation 0.50% Comm. Grant \$0
 Price/kw \$1,750 System Price \$216,825 Inflation 2% Use Tax Credit? No Yes NPV Discount Rate \$79,119
 Investment Tax Rate 0% SREC Rate 0% Levelized Cost w/o incentive \$ 0.062 No Yes 10% Contin \$21,000 4%
 ITC \$0 Levelized Cost w/ incentive \$0.037 w/tax credit \$ 0.037 Consulting \$0

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Production (kWh)		147,585	146,847	146,113	145,382	144,655	143,932	143,212	142,496	141,784	141,075	140,369	139,667	138,969	138,274
Electric Rate		0.073	0.075	0.077	0.079	0.082	0.084	0.087	0.089	0.092	0.095	0.098	0.100	0.103	0.107
Production (\$)		\$10,708	\$10,974	\$11,247	\$11,526	\$11,813	\$12,106	\$12,407	\$12,715	\$13,031	\$13,355	\$13,687	\$14,027	\$14,376	\$14,733

Bonus Depreciation	1	2	3	4	5	6
Basis = 85%	60%	16%	9.60%	5.76%	5.76%	2.88%
	\$0	\$0	\$0	\$0	\$0	\$0

Summary of Cash Flows

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14
System Cost														
Grants														
Additional Costs														
Net Cost														
Loan														
Utility Savings														
SREC Revenue														
Insurance cost														
Interest Expense														
Principle Payments														
Tax Credit														
Tax: Savings (Owed)														
After Tax Cash Flow														
Cumulative Cash Flow														
IRR														
NPV														

Income Tax Analysis

Income before Depr.		\$4,309	\$4,724	\$5,151	\$5,592	\$6,047	\$6,517	\$7,001	\$7,501	\$8,016	\$8,548	\$9,097	\$9,664	\$10,248	\$10,851
Depr. Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxable Gain (Loss)		\$4,309	\$4,724	\$5,151	\$5,592	\$6,047	\$6,517	\$7,001	\$7,501	\$8,016	\$8,548	\$9,097	\$9,664	\$10,248	\$10,851
Tax: Savings (Owed)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Debt Financing	Loan Amount	Term	Rate	Annual Pmt
Principle Balance	\$ 124,668	\$ 120,163	\$ 115,477	\$ 110,604
Interest	\$5,160	\$4,987	\$4,807	\$4,619
Principle	\$4,332	\$4,505	\$4,686	\$4,873

15	16	17	18	19	20	21	22	23	24	25	Sum
137583	136895	136211	135529	134852	134178	133507	132839	132175	131514	130857	3,476,499
0.110	0.113	0.116	0.120	0.124	0.127	0.131	0.135	0.139	0.143	0.147	
\$15,099	\$15,474	\$15,859	\$16,253	\$16,657	\$17,071	\$17,495	\$17,930	\$18,375	\$18,832	\$19,300	

15	16	17	18	19	20	21	22	23	24	25	Sum
\$15,099	\$15,474	\$15,859	\$16,253	\$16,657	\$17,071	\$17,495	\$17,930	\$18,375	\$18,832	\$19,300	\$365,052
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(\$1,635)	(\$1,668)	(\$1,701)	(\$1,735)	(\$1,770)	(\$1,805)	(\$1,841)	(\$1,878)	(\$1,915)	(\$1,954)	(\$1,993)	
(\$1,990)	(\$1,690)	(\$1,378)	(\$1,054)	(\$716)	(\$365)	\$0	\$0	\$0	\$0	\$0	
(\$7,502)	(\$7,802)	(\$8,114)	(\$8,438)	(\$8,776)	(\$9,127)	\$0	\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$3,972	\$4,315	\$4,666	\$5,026	\$5,395	\$5,774	\$6,154	\$6,532	\$6,910	\$7,288	\$7,666	\$135,819
\$28,293	\$32,607	\$37,273	\$42,299	\$47,695	\$53,468	\$69,122	\$85,174	\$101,634	\$118,512	\$135,819	
#NUM!					#NUM!					#NUM!	
\$18,028					\$29,928					\$62,042	

\$11,474	\$12,117	\$12,780	\$13,464	\$14,171	\$14,901	\$15,654	\$16,052	\$16,460	\$16,878	\$17,307	
\$11,474	\$12,117	\$12,780	\$13,464	\$14,171	\$14,901	\$15,654	\$16,052	\$16,460	\$16,878	\$17,307	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

\$42,257	\$34,455	\$26,341	\$17,903	\$9,127	\$-	\$-	\$-	\$-	\$-	\$-	Sum
\$1,990	\$1,690	\$1,378	\$1,054	\$716	\$365	\$0	\$0	\$0	\$0	\$0	\$60,841
\$7,502	\$7,802	\$8,114	\$8,438	\$8,776	\$9,127	\$0	\$0	\$0	\$0	\$0	\$129,000

Washburn WWTP - \$.50 RECIP
147585 kWh

System Size (KW DC)	123.9 Prod/KW/yr	1191 Annual Prod.	Escalator	3%	Other Grant	0.50%	Comm. Grant	\$0
Price/kW	\$1,750 System Price	\$0.0726 Inflation	147585 kWh	2%	Use Tax Credit?	\$ 30,000 RECIP Rate	\$0.50 RECIP Grant	\$79,119
Investment Tax Rate	0% SREC Rate	0% Levelized Cost w/o Incentive	Levelized Cost w/ Incentive	\$ 0.062	No	Yes	NPV Discount Rate	\$21,000
ITC	\$0	\$0.037 w/tax credit	\$ 0.037	No	10% Contin	Consulting	\$0	4%

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Production (Kwh)	147,585	146847	146113	145382	144655	143932	143212	142496	141784	141075	140369	139667	138969	138274	
Electric Rate	0.073	0.075	0.077	0.079	0.082	0.084	0.087	0.089	0.092	0.095	0.098	0.100	0.103	0.107	
Production (\$)	\$10,708	\$10,974	\$11,247	\$11,526	\$11,813	\$12,106	\$12,407	\$12,715	\$13,031	\$13,355	\$13,687	\$14,027	\$14,376	\$14,733	

Bonus Depreciation	1	2	3	4	5	6
Basis = 85%	60%	16%	9.60%	5.76%	5.76%	2.88%
	\$0	\$0	\$0	\$0	\$0	\$0

Summary of Cash Flows

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14
System Cost														
Grants														
Additional Costs														
Net Cost														
Loan														
Utility Savings														
SREC Revenue														
Insurance cost														
Interest Expense														
Principle Payments														
Tax Credit														
Tax: Savings (Owed)														
After Tax Cash Flow														
Cumulative Cash Flow														
IRR														
NPV														

Income Tax Analysis

Income before Depr.	\$3,664	\$4,090	\$4,531	\$4,987	\$5,458	\$5,946	\$6,450	\$6,971	\$7,510	\$8,068	\$8,646	\$9,243	\$9,861	\$10,501	
Deprec. Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Taxable Gain (Loss)	\$3,664	\$4,090	\$4,531	\$4,987	\$5,458	\$5,946	\$6,450	\$6,971	\$7,510	\$8,068	\$8,646	\$9,243	\$9,861	\$10,501	
Tax: Savings (Owed)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Debt Financing	Loan Amount	\$ 129,000	Term	20	Rate	4.50%	Annual Pmt	\$9,917							
Principle Balance	\$ 124,888	\$ 120,591	\$ 116,100	\$ 111,408	\$ 106,504	\$ 101,380	\$ 96,025	\$ 90,429	\$ 84,581	\$ 78,471	\$ 72,085	\$ 65,412	\$ 58,438	\$ 51,151	
Interest	\$5,805	\$5,620	\$5,427	\$5,225	\$5,013	\$4,793	\$4,562	\$4,321	\$4,069	\$3,806	\$3,531	\$3,244	\$2,944	\$2,630	
Principle	\$4,112	\$4,297	\$4,490	\$4,693	\$4,904	\$5,124	\$5,355	\$5,596	\$5,848	\$6,111	\$6,386	\$6,673	\$6,974	\$7,287	

Washburn WWTP - \$.50 RECIP

15	16	17	18	19	20	21	22	23	24	25	Sum
137583	136895	136211	135529	134852	134178	133507	132839	132175	131514	130857	3,476,499
0.110	0.113	0.116	0.120	0.124	0.127	0.131	0.135	0.139	0.143	0.147	
\$15,099	\$15,474	\$15,859	\$16,253	\$16,657	\$17,071	\$17,495	\$17,930	\$18,375	\$18,832	\$19,300	

15	16	17	18	19	20	21	22	23	24	25	Sum
\$15,099	\$15,474	\$15,859	\$16,253	\$16,657	\$17,071	\$17,495	\$17,930	\$18,375	\$18,832	\$19,300	\$365,052
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(\$1,635)	(\$1,668)	(\$1,701)	(\$1,735)	(\$1,770)	(\$1,805)	(\$1,841)	(\$1,878)	(\$1,915)	(\$1,954)	(\$1,993)	
(\$2,302)	(\$1,959)	(\$1,601)	(\$1,227)	(\$836)	(\$427)	\$0	\$0	\$0	\$0	\$0	
(\$7,615)	(\$7,958)	(\$8,316)	(\$8,690)	(\$9,081)	(\$9,490)	\$0	\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$3,547	\$3,890	\$4,241	\$4,601	\$4,970	\$5,349	\$5,654	\$6,052	\$6,460	\$6,878	\$7,307	\$127,320
\$21,918	\$25,808	\$30,049	\$34,650	\$39,620	\$44,969	\$60,623	\$76,675	\$93,135	\$110,013	\$127,320	
#NUM!					#NUM!					#NUM!	
\$13,485					\$24,375					\$56,488	

\$11,163	\$11,848	\$12,557	\$13,291	\$14,052	\$14,839	\$15,654	\$16,052	\$16,460	\$16,878	\$17,307	
\$11,163	\$11,848	\$12,557	\$13,291	\$14,052	\$14,839	\$15,654	\$16,052	\$16,460	\$16,878	\$17,307	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

\$43,535	\$35,578	\$27,262	\$18,571	\$9,490	\$0	\$0	\$0	\$0	\$0	\$0	Sum
\$2,302	\$1,959	\$1,601	\$1,227	\$836	\$427	\$0	\$0	\$0	\$0	\$0	\$69,340
\$7,615	\$7,958	\$8,316	\$8,690	\$9,081	\$9,490	\$0	\$0	\$0	\$0	\$0	\$129,000

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator
Re: Solar PV System at Treatment Plant
Date: May 2, 2019

Recently, bids were received for the Treatment Plant Solar Photovoltaic (PV) System Design and Installation Project. The bid results are included in your packet, and as you will see, Eagle Point Solar of Dubuque, IA is the low bidder at a grand total amount of \$216,825. This bid has been checked over and we believe that Eagle Point Solar is qualified and capable to deliver the product as specified in our bid documents.

In order to proceed with this project, the Council must pass a motion(s) that include these things: 1) Acceptance of the bid results and low bid by Eagle Point Solar; 2) Approval of the proposed contract with Eagle Point Solar; 3) Designation of Bob Anderson as the Responsible Representative for this Project; and 4) approval of the resolution to borrow funds for this project.

Enclosed you will find a contract with Eagle Point Solar to commence with the work that is proposed in the bid. This is a standard contract for our internally bid projects.

The last issue to address is the financing of this project. Because the Sewer Utility does not have any cash reserves (it actually owes the other funds over \$650,000 dollars besides what it has in existing debt) it must borrow for the money to do this project. No other City fund has dollars available to loan the Sewer Utility money. Going into this project, it was the intention of this project to generate enough savings in electrical usage to pay for the principle and interest costs of a loan in order to be a viable project.

As the contract amount would be for \$216,825, we must add a contingency onto this project to anticipate any missed items, or site conditions that were not anticipated. This amount should be at least \$21,000. This would bring the total potential cost to \$237,825. However, a grant was received for this project in the amount of \$79,119 from Focus on Energy for this project. This would mean that the borrowing should be for \$159,000. This is very close to what was estimated last fall when the Council chose to proceed with bidding the project (\$160,000). For comparison purposes, I am not including any dollars in this loan for other upgrades to the plant at this time.

It is important to note that staff have checked on how this project might affect our electric rate structure if other upgrades are done as well as outlined in my previous memo. No changes to the rate structure would occur. The only other consideration is that if the VFD improvements are made to the Treatment Plant as requested, the solar array proposed may end up being oversized. It could potentially be reduced in size by 25 to 50 percent if the other energy reduction improvements come to fruition according to discussions with Xcel Energy. There is no way to know for sure until those other improvements would be completed and energy usage was monitored.

I must point out that our Public Works and Utility staff are very cautious on this project. There is no objection to solar energy systems; however, staff want to make sure that it does not come at the expense of other upgrades and improvements that are needed at the plant which can impact functionality. This City has invested heavily in new staff to help make significant improvements in our utilities from an operational, infrastructure, and financial perspective. There is a need to make other investments at the plant, and they do not want to be hamstrung by additional financial limitations to achieve the goals they were hired for. This project will consume a large amount of physical space at the treatment plant, and it will require some degree, although we believe it to be small, of maintenance and monitoring of this system. For this project to be viable to them, it must comfortably pay for itself.

To finance this project, I believe it is necessary to request funds from the Board of Commissioners of Public Lands. That interest rate is fixed currently at 4.5 percent for loans over 10 years which would be needed in this case. A loan for less than 10 years will not have principle and interest payments small enough for the energy savings to pay for without a balloon payment, and I make every effort to avoid balloon payments in the City's financing. Local financing is not an option for terms longer than 10 years without balloon payments. Two projections have been run for you using a 20-year and 15-year term. In both cases, the principle and interest payments would not be covered by the projected energy savings. In the 20-year projection, the first four years would be over a \$2,000 shortfall, and there would over \$1,000 for the next three years. Although it is a relatively small shortfall, it is still concerning when we are in such a cash strapped situation. The 15-year projection puts the shortfall around \$5,000 - \$4,000 for the first six years. This scenario is not acceptable in my opinion.

Please know that if you want to proceed with the Solar Project, I request that the loan be increased by \$40,000 for additional upgrades that should pay for themselves within the term of the loan. A borrowing resolution is attached for your consideration with the grand total figure included. Although this borrowing would need to be a General Fund expense, it would still be primarily financed by the Sewer Utility.

You may have a lot of questions on this material. If you have questions in advance, please ask them in advance if you can. I thank Bill Bailey and Niels Wolter for their assistance in preparing specifications for this project and in answering many questions throughout the process. If this project is approved, a Notice to Proceed to the Contractor will not be issued until financing is secured.

BID TABULATION

Project: 2019 Treatment Plant Solar Photovoltaic (PV) System

Date of Bid Opening: April 16, 2019 Time of Bid Opening: 2:00 PM

Contractor	Design Costs	Labor Costs	Material Costs	Grand Total	Alternate 1	Bid Form	Bond	Addendum
Next Energy Solutions Inc.	\$15,448	\$93,500	\$142,800	\$251,748	5-10-\$1000 10-20-\$1,500 20-30 -\$2,000	Yes	Yes	Yes
All Energy Solar	\$84,018	\$68,065	\$145,863	\$297,946	30 - \$9,900	Yes	Yes	Yes
Eagle Point Solar	\$21,682	\$45,048	\$150,095	\$216,825	Included in base	Yes	Yes	Yes

Attendees At Bid Opening: City Admin Scott Kluver; DPW Director Anderson; Daniel Leavenworth, Eagle Point Solar; Danielle Kelly, NES; Theron O'Connor, CheqBay Renewables; John Amundson, All Energy Solar

DRAFT
AGREEMENT
CITY OF WASHBURN
AND EAGLE POINT SOLAR LLC

Project: 2019 Treatment Plant Solar Photovoltaic (PV) System

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, a Wisconsin municipal corporation, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891, ("City"), and Eagle Point Solar LLC, 900 Jackson St., Dubuque, IA 52003 ("Contractor").

1. Work. The Contractor shall complete the Work called for in the Contract Documents. This Work is generally described as the design and installation of a solar electric photovoltaic (PV) system totaling 100 kilowatts (total ac rated inverter capacity) at the Washburn Wastewater Treatment Plant located at 405 South 10th Avenue West.

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

3. Compensation.

(a) City shall pay Contractor in accordance with the Contract Documents. Payment shall not exceed \$216,825. If the bid is based on per-unit costs, payment shall be based upon actual units or quantities delivered and installed. Estimated quantities are not guaranteed.

(b) Progress payments. There shall be no more than three progress payment for this project. The City will withhold a retainage of 10% from any progress payment.

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

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

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

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

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

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

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

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

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

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

CITY OF WASHBURN

By:

Richard Avol, Mayor

Scott J. Kluver, Clerk

Date

Date

CONTRACTOR

Eagle Point Solar, LLC

By: Barry R. Shear, President

Date

101 E. Wilson Street
2nd Floor
PO Box 8943
Madison, WI 53708-8943

608 266-1370 INFORMATION
608 266-0034 LOANS
608 267-2787 FAX
bcpl.wisconsin.gov

Jonathan Barry, *Executive Secretary*

Fact Sheet - General Obligation Loans

- Eligible Borrowers:** Wisconsin towns, villages, cities, counties, school districts, technical college districts, public inland lake protection and rehabilitation districts, town sanitary districts, metropolitan sewerage districts, metropolitan sewerage systems, joint sewerage systems, consortiums, cooperative educational service agencies (CESAs), federated public library systems, and drainage districts.
- Loan Process:** Simple and transparent, with funds available 30-45 days from initial application.
- Loan Security:** Loans become a general obligation of the borrower and require the borrower to levy a tax sufficient to make principal and interest payments when due.
- Loan Purpose:** Loans of 10 years or less may be made to facilitate the performance of any power or duty of the borrowing municipality, including operations and maintenance. Loans greater than 10 years are restricted to the financing or refinancing of public purpose projects including "the acquisition, leasing, planning, design, construction, development, extension, enlargement, renovation, rebuilding, repair or improvement of land, waters, property, highways, buildings, equipment, or facilities", or any purpose otherwise allowed by law.
- Economic Development Lending:** BCPL is a major source of funding for economic development projects throughout the State of Wisconsin including pass-through loans for private development, funding development incentives, TID infrastructure loans, land acquisition and development for business parks, and others. BCPL can provide critical flexibility in the repayment schedule if income projections are delayed.
- Payments:** Annual payments are due March 15 each year. Loans funded between September 1 and March 14 do not have a payment scheduled for the following March 15. BCPL can provide custom amortization schedules for projects that may take time to generate expected revenues, or that need coordination with other debt payment schedules.
- Prepayment:** Prepayments are allowed without penalty after January 1 and prior to September 1 each year, with 30 days prior written notice. This flexibility is extremely valuable, as future budget demands can be difficult to forecast. Many finance directors get stuck with higher rate bonds and are forced to wait years prior to refunding opportunities. This is never a problem if you borrow from BCPL.
- Terms:** 2 to 20 year fixed rate loans.
- Current Rates:**
- | Loan Term | 2 years | 4.00% |
|-----------|-------------|-------|
| | 3-5 years | 4.00% |
| | 6-10 years | 4.25% |
| | 11-20 years | 4.50% |
- Rate Lock:** Market-based interest rates are locked at the time of application for a period of 60 days at no cost to Borrower. This rate also remains locked following final board approval and throughout the 4-month draw period, which helps provide financial stability during the entire loan process.
- Fees:** No application fees, origination fees or prepayment fees. No fees period!
- Best Part:** Net interest earned by BCPL is distributed to communities statewide for the funding of public school library materials. Check out the BCPL website to see the annual contribution made to your school district. This annual payment effectively reduces local tax levies by providing schools another source of funding. How many bankers or bond dealers can say that?

Washburn WWTP - \$50 RECIP

System Size (KW DC)	124 Prod/kW/yr	1191 Annual Prod.	147585 kWh	Degradation	0.50%	Comm. Grant	\$0
Electric Rate	\$0.0726	Escalator	\$0.0726	El Grant	3%	RECIP Rate	\$0.50
Price/kW	\$1,750	System Price	\$216,825	Inflation	2%	NPV Discount Rate	\$79,119
Investment Tax Rate	0%	SREC Rate	0%	Levelized Cost w/o Incentive	\$ 1.665	Use Tax Credit?	No
TTC	\$0	Levelized Cost w/ Incentive	\$1,096	w/tax credit	\$ 1.096	Site Prep	Consulting
							\$5,000

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Production (KWh)		147,585	146,847	146,113	145,382	144,655	143,932	143,212	142,496	141,784	141,075	140,369	139,667	138,969	138,274	137,583	136,895	136,211
Electric Rate		0.073	0.075	0.077	0.079	0.082	0.084	0.087	0.089	0.092	0.095	0.098	0.100	0.103	0.107	0.110	0.113	0.116
Production (\$)		\$10,708	\$10,974	\$11,247	\$11,526	\$11,813	\$12,106	\$12,407	\$12,715	\$13,031	\$13,355	\$13,687	\$14,027	\$14,376	\$14,733	\$15,099	\$15,474	\$15,859
Bonus Depreciation		1	2	3	4	5	6											
Basis = 85%		60%	16%	9.60%	5.76%	5.76%	2.88%											
		\$0	\$0	\$0	\$0	\$0	\$0											

Summary of Cash Flows

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
System Cost																	
Grants																	
Additional Costs																	
Net Cost																	
Loan																	
Utility Savings																	
SREC Revenue																	
Insurance cost																	
Interest Expense																	
Principle Payments																	
Tax Credit																	
Tax: Savings (Owed)																	
After Tax Cash Flow																	
Cumulative Cash Flow																	
IRR																	
NPV																	

Income Tax Analysis

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Income before Depr.	\$2,314	\$2,900	\$3,507	\$4,136	\$4,789	\$5,467	\$6,169	\$6,898	\$7,654	\$8,438	\$9,252	\$10,097	\$10,973	\$11,883	\$12,827	\$13,807	\$14,158
Deprec. Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxable Gain (Loss)	\$2,314	\$2,900	\$3,507	\$4,136	\$4,789	\$5,467	\$6,169	\$6,898	\$7,654	\$8,438	\$9,252	\$10,097	\$10,973	\$11,883	\$12,827	\$13,807	\$14,158
Tax: Savings (Owed)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Debt Financing	Loan Amount	Term	Rate	Annual Pmt													
Principle Balance	\$ 151,350	\$ 143,356	\$ 135,001	\$ 126,271	\$ 117,149	\$ 107,615	\$ 97,653	\$ 87,242	\$ 76,363	\$ 64,994	\$ 53,114	\$ 40,699	\$ 27,725	\$ 14,168	\$ 0	\$ 0	\$ 0
Interest	\$7,155	\$6,811	\$6,451	\$6,075	\$5,682	\$5,272	\$4,843	\$4,394	\$3,926	\$3,436	\$2,925	\$2,390	\$1,831	\$1,248	\$638	\$0	\$0
Principle	\$7,650	\$7,994	\$8,354	\$8,730	\$9,123	\$9,533	\$9,962	\$10,411	\$10,879	\$11,369	\$11,880	\$12,415	\$12,974	\$13,557	\$14,168	\$0	\$0

Washburn WWTP - \$50 RECIP

System Size (KW DC)	124 Prod/kW/yr	1191 Annual Prod.	147585 kWh	Degradation	0.50%	Comm. Grant	\$0
Electric Rate	\$0.0726	Escalator	3%	El Grant	\$	RECIP Rate	\$0.50
Price/kW	\$1,750	System Price	\$216,825	Inflation	0%	NPV Discount Rate	\$79,119
Investment Tax Rate	0%	SREC Rate	0%	Levelized Cost w/o Incentive	\$	Use Tax Credit?	No
TTC	\$0	Levelized Cost w/ Incentive	\$1,096	w/tax credit	\$	Site Prep	Consulting
							\$5,000

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Production (Kwh)		147,585	146847	146113	145382	144655	143932	143212	142496	141784	141075	140369	139667	138969	138274	137583	136895	136211
Electric Rate		0.073	0.075	0.077	0.079	0.082	0.084	0.087	0.089	0.092	0.095	0.098	0.100	0.103	0.107	0.110	0.113	0.116
Production (\$)		\$10,708	\$10,974	\$11,247	\$11,526	\$11,813	\$12,106	\$12,407	\$12,715	\$13,031	\$13,355	\$13,687	\$14,027	\$14,376	\$14,733	\$15,099	\$15,474	\$15,859
Bonus Depreciation		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Basis = 85%		60%	16%	9.60%	5.76%	5.76%	2.88%											
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Summary of Cash Flows

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
System Cost																	
Grants																	
Additional Costs																	
Net Cost																	
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Tax Credit																	
Tax: Savings (Owed)																	
After Tax Cash Flow																	
Cumulative Cash Flow																	
IRR																	
NPV																	

Income Tax Analysis

Income before Depr.	\$2,314	\$2,783	\$3,269	\$3,772	\$4,292	\$4,831	\$5,389	\$5,966	\$6,564	\$7,183	\$7,824	\$8,489	\$9,176	\$9,889	\$10,627	\$11,392	\$12,185
Depr. Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxable Gain (Loss)	\$2,314	\$2,783	\$3,269	\$3,772	\$4,292	\$4,831	\$5,389	\$5,966	\$6,564	\$7,183	\$7,824	\$8,489	\$9,176	\$9,889	\$10,627	\$11,392	\$12,185
Tax: Savings (Owed)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Debt Financing	Loan Amount	\$159,000	Term	20	Rate	4.50%	Annual Pmt	\$12,223
Principle Balance	\$153,932	\$148,635	\$143,101	\$137,317	\$131,273	\$124,957	\$118,356	\$111,459
Interest	\$7,155	\$6,927	\$6,689	\$6,440	\$6,179	\$5,907	\$5,623	\$5,326
Principle	\$5,068	\$5,296	\$5,535	\$5,784	\$6,044	\$6,316	\$6,600	\$6,897

Solar Proposal For:



WASHBURN, WISCONSIN

Treatment Plant

Prepared By:

Eagle Point 
SOLAR
Bringing you the SUN

April 16, 2019

Mr. Scott J. Kluver
City Administrator
119 Washington Avenue
Washburn, Wisconsin 54891

Dear Mr. Kluver,

Eagle Point Solar is pleased to provide a proposal in response to your request for a proposal to design, build and maintain a solar array located at the City of Washburn wastewater treatment plant. We have read, understand and agree to the terms of your RFP including the completion date of November 15, 2019.

Our intention is to bid on all of the projects included in the RFP's received from Niels Wolter and Cheq Bay Renewables for the projects in and around the City of Bayfield.

Our proposal is organized into the following sections:

1. Transmittal Letter
2. Company Background & Qualifications
3. References
4. Project and Technology Description
5. On-Going Operations & Maintenance Services
6. Equipment Specifications and Warranties

Our proposal is "turn-key" in nature, meaning Eagle Point Solar will handle all aspects of the project including, design, optimization, construction, permitting, interconnection preparation & submission, equipment procurement, inspections, commissioning and 5 Years of on-going operations and maintenance services.

Our base bid includes training for select City staff on the operation of the solar array. This training is designed to be a supplement to the services Eagle Point Solar provides under the operations & maintenance services agreement, not a replacement of those services. We will also provide training to the Fire Department, so they are comfortable knowing what steps to take if their services are needed on this or other facilities that have solar installed.

Eagle Point Solar has developed a business model that includes offices located in strategic geographies and partnerships with local solar experts in other areas. We understand a local presence is important when it comes to delivering certain on-going services. Our proposal includes a commitment to establish either an Eagle Point Solar office or a local partner in the Washburn area. Although we have not made the decision which option is best, we are committed to the area and will have a plan in place by the time the construction of this project starts.

We are very interested in assisting the City of Washburn in educating the citizens on why this project is good for the city and its residents. Ribbon cuttings, educational sessions and installation of a TV monitor in a prominent location to display the system production and environmental benefits are just a few things we will do should we be selected.

The City of Washburn will certainly have multiple vendors bid on your solar project but as you evaluate each response it will become clear that Eagle Point Solar provides the highest value for your solar installation.

Sincerely,



Jim Pullen
General Manager



Section 2 – Background and Qualifications

History:

Eagle Point Solar was founded in 2010 with an unwavering focus on quality, professionalism, and service. We have become one of the leading solar providers in the Midwest with over 600 completed systems in Iowa, Illinois, and Wisconsin with an aggregate size exceeding 17MW. We have provided solar solutions for a variety of customers and facilities including, utilities, schools, city & county governments, farms, non-profits, large and small businesses and homeowners.

We have worked with several local public entities in Iowa, Illinois and Wisconsin including, the City Cedar Rapids IA, the City of Dubuque, IA, the City of Olin IA, Sauk County, WI and the Northland Pines School District in Eagle River, WI.

Qualifications:

Our commitment to the solar industry is evident as we are members of various trade organizations and a founding member of the Iowa Solar Energy Trade Association (ISETA) as well current members of the Illinois Solar Trade Association (ISEA) and RENEW Wisconsin.

Here are a few things that make us uniquely qualified for the wastewater treatment plant project:

- 1) We are a professional solar installer/integrator that is 100% focused on the solar industry. For the last 8-years we have grown to a team of 65 employees with specific areas of expertise in our industry.
- 2) Full-time, on-staff installers. We do not sub-contract the installations of the solar array. We can leverage our knowledge from past projects and complete installations quickly, with consistent quality. Nearly every member of this crew will be from the local labour pool.
- 3) We have invested in education for our entire staff including the time, effort and financial commitment necessary to have multiple NABCEP certified individuals in our organization including:

Tod Hollenback - PV-041616-012867

Joseph Petsche - PV-042217-012772

Mathew Pullen - PVA-020718-020696

Todd Linqvist - PV-090718-020118

Vivika Heller - PVA-110518-021693

Adam Jordan – PVA-091718-023370

Danny Leavenworth - PVA-021519-022497

- 4) Eagle Point Solar has invested in the equipment necessary to build ground arrays that are aesthetically pleasing and durable. The investment we made in our Vermeer PD-10 pile driving machine and our experience in operating it set our ground arrays apart from any other installer you will find in this area.
- 5) We have been named one of Solar Power World's top 500 solar contractors in the U.S. for 3 years in a row

Key Personnel:

Every project has corporate level management from Eagle Point Solar's headquarters in Dubuque, Iowa as well as local construction management at the site. Eagle Point Solar will oversee quality of service and product and is the prime contractor responsible for all of the project work. Our experienced construction management team has enabled us to attain a reputation as a consistent and efficient solar provider focused on customer satisfaction and quality workmanship.

Barry R. Shear CEO & President

Barry Shear is President and Owner of Eagle Point Solar. He has earned a wide reputation as a vigorous advocate for solar energy and climate change initiatives. Barry feels energy from renewable sources is the Industrial Revolution of the 21st century, and that jobs, economic growth, sustainability, and reducing greenhouse gas emissions can all be accomplished within a framework that works for the public and the utilities. Barry and Eagle Point Solar took the lead in the landmark Supreme Court case which now allows for third party power purchase agreements in Iowa. He is a founding Board member and Treasurer of ISETA (Iowa Solar Energy Trade Association) and is a frequent speaker and panelist on Solar Energy Policy.

Jim Pullen General Manager

Jim has over 25 years of Executive Sales and Operations Management experience. His focus is on process development and improvement, specifically with the sales and construction departments. Jim has also personally provided solar consultations to over 50 customers who have installed solar arrays. Prior to Eagle Point, Jim was a small business owner and the Vice President of Sales for an established technology firm.

Larry Steffen Vice President of Sales

Larry has over 38 years of Sales & Executive Sales Management experience. Leading the sales teams in his divisions as well as establishing and executing sales strategies is a major focus. Larry has also provided solar consultations to over 450 customers in the last 5 years. Prior to Eagle Point Solar, Larry was the Chief Operating Officer and co-owner of an agriculture fertilizer plant in Iowa. He holds 3 U.S. patents on agriculture and ornamental fertilizer formulations. Larry was also the Executive Director of Sales for an established software engineering consulting firm for 23 years.

Randy Ambrosy Vice President of Operations

Since 1991, Randy has served in a variety of Executive Management roles including Sales, Marketing, Product Development, International Business and Operations. Randy has lead acquisition and divestiture teams and has experience managing large projects. Randy brings Executive Leadership to the team, and oversees the construction phases of the business while focusing on process efficiency and improvement. Randy earned his Master's Degree in Business Analytics from Loras College in 2017.

Joseph Petsche Vice President of Construction and Engineering/Project Manager

Joe is a degreed engineer with an MBA from the University of Iowa. He has over 20 years of engineering and project management experience including previous positions with Kinder Morgan Energy Partners, British Petroleum and Amoco. He has managed dozens of energy related projects and is committed to precise planning, efficient execution, cost effective results and total customer satisfaction. Joe has also attended extensive solar training and is NABCEP certified.

Tod Hollenback**Vice President of Design & Procurement**

Tod has over 25 years of experience of design, sales, repair and procurement within the technology market. He is responsible for the design process which includes matching compatible equipment to the needs and goals of all client projects. Tod has attended various training sessions and is NABCEP certified. Prior to Eagle Point, Tod was a small business owner and previously worked for a technology company in various technical and sales roles.

Brian Gill**Master Electrician**

Brian has been in the electrical trade for nearly 25 years, the last 16 as a Master Electrician. Prior to Eagle Point Solar Brian worked as the Service & Project Manager for Hawkeye Electric in Dubuque. In addition to Brian's extensive electrical background, he has over 4 years of solar experience as a contractor working on projects for Eagle Point Solar. Brian will oversee all electrical functions corporately for Eagle Point Solar including design, engineering and construction. In addition to this, he will manage all electrical contractors and the in-house electrical staff.

Local Presence

Eagle Point Solar has developed a business model that includes offices located in strategic geographies and partnerships with local solar experts in other areas. We understand a local presence is important when it comes to delivering certain on-going services. Our proposal includes a commitment to establish either an Eagle Point Solar office or a local partner in the Washburn area. Although we have not made the decision which option is best, we are committed to the area and will have a plan in place by the time the construction of this project starts.

Equipment Suppliers

Eagle Point Solar has a long-standing supplier relationship with Van Meter, headquartered in Cedar Rapids Iowa. Van Meter is a leading distributor of electrical and solar equipment with 85 years of experience and 450+ employee-owners committed to customer service.

Section 3 - References:

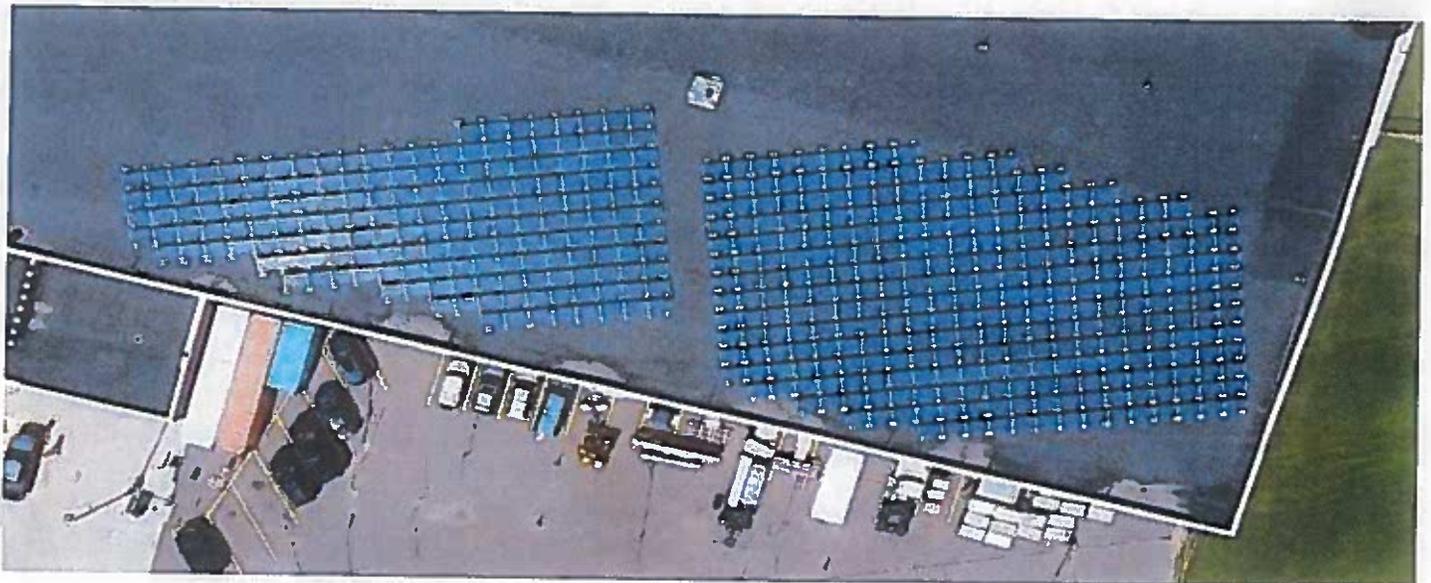
**Galena Wastewater Treatment Plant, Galena, IL
357kW**

**Contact: Andy Lewis alewis@cityofgalena.org
815-777-1050**



**Northland Pines School District, Eagle River, WI
4250kW**

**Contact: Dave Bohnen dbohn.k12.wi.us
(715) 479-5031**



Johnson County Administration Building, Iowa City, IA

246kW

Contact: Josh Busard jbusard@co.johnson.ia.us

(319) 356-6083



City of Asbury – Wastewater Treatment Plant, Asbury, IA

357kW

Contact: Beth Bonz ebonz@cityofasbury.com

(563) 589-4110



Partial Project Portfolio:

Municipalities, Counties, Schools & Utilities

Name:	Projects	Total Size	Third Party Finance
Farmers Electric Co-Op	1	800kW	Y
Northland Pines CSD, Wi	1	425kW	Y
City of Galena, Il.	2	400kW	N
Rochelle Municipal Utility	1	368kW	N
Jo Carroll Energy	1	126kW	Y
Hamilton County, IA.	1	118kW	Y
City of Cedar Rapids, Ia.	5	307kW	Y
Johnson County, IA.	2	245kW	Y
City of Dyersville, IA.	3	297kW	Y
City of Dubuque, IA.	6	351kW	Y
N.E. Iowa Community College	1	104kW	Y
City of Asbury, IA.	4	230kW	Y
Cedar County, IA.	1	213kW	Y
City of Rochelle, IL.	1	324kW	N
Bennett, Iowa CSD	1	166kW	N
Olin, Iowa CSD	2	136kW	N
Howard Winneshiek CSD	1	35kW	N
Sauk County, WI	2	465kW	Y
City of Olin, IA	5	87kW	Y
Spoon River Electric Coop	1	70kW	N
VIT CSD, IL	3	520kW	Y
Spoon River Valley CSD, IL	1	449kW	Y
City of Peosta, IA	7	405kW	Y
City of Oelwein, IA	5	254kW	Y
City of Marquette, IA	1	36kW	N

Section 4 – Project and Technology Description

Project Description:

Our design and equipment choices continue to follow our philosophy of using only the highest quality components from established, stable manufacturers and not simply the cheapest equipment available. An investment in a solar array is a long term investment and the ROI depends solely on the performance of the equipment. Given this fact, using only quality equipment is the correct choice. For this project, we chose a high density solar module paired with micro-inverters.

Overview:

125kW DC/99kW AC ground mount Solar Array

(420) S-Energy 60 cell mono modules mounted 4-up Landscape

- HIGH density, mounted LS orientation

(110) AP Systems YC 1000 micro inverters, 900W max output

- Shading and space concerns

Iron Ridge ground mount XR-1000 racking system

- Soil and ground content concerns

Due to soil conditions, potential existing concrete footings, shading concerns and limited space, the ground mounted array will consist of a concrete pier racking system tilted at 30° from horizontal, and faced 180° due south. The row configuration is a 4 high, landscape layout.

DC array wiring will be tightly secured to the array racking and will land at the micro-inverters. There will be trenching row to row and from the array to the electrical CT cabinet located on pumphouse.

A SUB ac combiner panel will be mounted on the west side of each row.

Conduit will be laid in the trench at a minimum depth of 2', and will carry the AC inverter feeders leaving each row, to the Central ac combiner panel.

The Central ac combiner panel will collect all of the individual inverter circuits, and provide power to a 120V outlet at the array, which will provide energy to communication equipment.

The combiner panel feeders will be pulled from the array to the building at a minimum depth of 2'.

A mandatory, bladed, utility DG disconnect will also be mounted in the location of the existing utility meter.

The solar point-of-connection (POC) will be made on the line side lugs of one of the existing CT cabinet. Ground treatment laying under both array sections, will consist of a low-growth pollinator seed-mix. The seed-mix is designed to grow no taller than 3' and will be applied after completion of the build to ensure optimal growth. This cost is included in this bid.

REDUNDANT (factory AP and Eguage) Communications equipment to be mounted at array, fed via hard wire to existing data switch located in well house.

Waste Water Treatment Plant - 100kW-ac



Equipment Specifications:

Modules – S-Energy: SN295M-10

- 295-watt, High Performance, High Power
- 25 Year Production Warranty

MicroInverters– AP Systems YC-1000

- 10 Year Warranty (extendable to 25 yrs)

Mounting System – Iron Ridge Ground

- 10 Year Manufacturer Warranty (PLP)
- 25 Year Manufacturer Warranty (S5)

Monitoring System(s) – AP Factory Eguage

DC Nameplate:	123.9 kW
AC Nameplate	99 kW
DC/AC Ratio:	1.25
Annual Production:	147,585 kWh/yr
Production Ratio:	1.19 kWh/kWp/yr
Quantity:	
Panels	420
Inverters	110
Azimuth:	180°
Panel Tilt:	30° - Ground

Monthly Array Production (kWh)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5713	6848	11822	15010	19001	18634	20264	17203	13196	9393	5626	4875

Section 5 – On-going Operation & Maintenance

Eagle Point Solar is including our 5-year limited workmanship warranty as well as a 5-year Operation & Maintenance contract included with the base bid. Our services will be provided by a combination of Eagle Point Solar personnel and/or a local partner.

Eagle Point Solar will electronically monitor the production of the solar arrays from our location in Dubuque, IA. Our system includes an on-line monitoring system which allows us to have remote access to the inverters. Remote access not only gives us the ability to monitor production but also allows us to troubleshoot many common error codes generated during normal inverter operation. The internet also gives us the ability to let the inverter manufacturer access the equipment should we need them.

In the unlikely event there is an issue with an inverter and we are unable to troubleshoot and resolve things remotely, we will dispatch a local technician to handle the situation. Eagle Point Solar will also dispatch our personnel to complete an annual on-site inspection. The annual inspection will include the tasks listed in exhibit B "Annual O & M Services". Eagle Point Solar will also provide the City of Washburn a written summation of the annual inspection.

In addition to the services described above, Eagle Point Solar will also provide 3 additional modules and 5 additional inverters to be stored at the project site. This equipment will be reserved for use only if the originally installed equipment needs to be replaced in the future. The idea is simply to ensure that replacement equipment is easily accessible should it be needed at a later date.

Operations & Maintenance Agreement

This Operations & Maintenance Agreement ("Agreement") is made between [Eagle Point Solar, LLC] ("Operator") and [customer] ("Owner"), as of [EXECUTION DATE]. Operator and Owner hereby agree as follows:

1. **O&M SERVICES.** Subject to and in accordance with this Agreement, Operator shall provide the services set forth on Schedule A ("Agreement Services") for the system described in Construction Contract Appendix A ("System") during the Term. Operator shall inform Owner of any additional services required for the safe, reliable operation of the System and of conditions adversely affecting the performance of the System. Operator shall submit a written cost estimate covering such additional services necessary to correct the identified issues. Operator shall not perform any services other than the Planned Maintenance, and Owner shall not be required to pay Operator for any Additional Services performed without Owner's approval.

2. **PRICE AND PAYMENT.** Owner shall pay Operator an annual fixed fee of \$[0] with a [0%] annual escalator for the Planned Maintenance. On an annual basis, Operator shall submit an invoice to Owner documenting the cost associated with the agreement. Owner shall pay Operator, including any applicable taxes, within thirty (30) days after receipt of each invoice.

Operator's additional services fees for items not covered in the Agreement or for those Owners without an Agreement will be as follows:

- A) Owner shall pay Operator any cost of equipment and materials not covered by manufacturer's warranty.
- B) Owner shall pay Operator for all labor hours, including travel time, for the hours each Operator employee dedicates to the Owner's project. This hourly rate will be \$50/hour.
- C) Owner shall pay Operator for each mile logged by Operator's employees or contractors in the event Operator dispatches employees or contractors to the Owner's location. This mileage rate will be equal to the then current IRS mileage reimbursement rate.
- D) Owner shall pay Operator a flat fee trip charge of \$75 for each trip and each vehicle deployed to the Owner's site.

3. **TERM.** The term of this Agreement begins on the date of this Agreement and continues for a period of 1 year following the initiation date. The Agreement will automatically renew for subsequent periods of 1 year, unless a written notice of non-renewal is given by either Operator or Owner at least 60 days prior to the expiration of the Initial Term or then applicable Subsequent Term. No expiration of this Agreement shall release either party from any obligations (including payment obligations) arising under this Agreement prior to such expiration.

4. **ENTRY.** Except in the event of an emergency, Operator and any approved subcontractor shall notify Owner at least 48 hours prior to entry onto Owner's premises and may be required to provide such addition information regarding Operator's or subcontractor's personnel and reason for entry as may be reasonably required by Owner.

5. **SERVICE REPORTS.** Within 30 days following the performance of the Annual Planned Maintenance Schedule or Owner-approved Additional Services, Operator shall provide Owner with a written report summarizing all cleaning, inspections, tests, checks and other actions undertaken by Operator in sufficient detail for Owner to evaluate independently the condition of the System and any issues that may give rise to performance issues. Owner's payment obligations under are conditioned on Operator providing complete and accurate reports to Owner.

6. **STANDARD OF PERFORMANCE.** Operator shall perform the Services in accordance with all applicable laws, regulations, permits, licenses and industry standards and the requirements of any insurance policies maintained by Owner or Operator. The Services shall be performed in a good and workmanlike manner, free of any defect or deficiency and shall otherwise be performed in accordance with the requirements set forth in this Agreement. If Owner determines in its reasonable discretion that the Services are unsatisfactory or performed in a manner not consistent

with industry standards, Operator shall, at its own cost and expense, reperform the Services. Operator shall review all of the manufacturer's warranties for the panels, inverters, racking and combiner boxes ("Manufacturers' Warranties") and perform the Services in accordance with such Manufacturers' Warranties, including all requirements, conditions and stipulations therein. If included as part of Owner-approved Additional Services, Operator shall assist Owner with the prosecution of any claims arising under the Manufacturers' Warranties. Owner has made all Manufacturers' Warranties available to Operator, and Operator has had full opportunity to review, and may from time to time request copies of, the Manufacturers' Warranties.

7. **DEFAULTS.** It shall be an Operator event of default if Operator breaches a material obligation under this Agreement and fails to cure such breach within 30 days following notice from Owner. If such Operator event of default occurs, Owner shall have the right to terminate this Agreement and pursue any and all remedies it may have at law or in equity. It shall be an Owner event of default if Owner fails to make timely payment pursuant to Section 2 and Owner fails to cure such breach within 30 days following notice from Operator. If such an Owner event of default occurs, Operator's sole and exclusive remedy shall be to terminate this Agreement and bring suit to recover such unpaid amounts.

8. **INDEMNITY.** Operator shall indemnify and hold harmless Owner from and against any and all losses incurred by Owner to the extent arising from or out of any third-party claim for any injury to or death of any person or loss or damage to property of any person to the extent caused by any negligence willful, reckless or otherwise tortious act or omission (including strict liability) in connection with Operator's performance of the Services.

9. **INSURANCE.** Operator shall, at its own cost and expense obtain and maintain in full force and affect any insurance coverage in amounts consistent with prudent industry standards and shall provide original certificates of such insurance coverages to Owner upon request.

10. **NOTICES.** Any written notice, instruction, request or other communication under this Agreement, shall be deemed to have been duly given on the date of receipt and shall be delivered (a) personally to the party to whom notice is to be given, (b) by a recognized overnight receipted delivery service, to the party to whom notice is to be given or (c) to the party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to recipient's address as listed below or at the most recent address specified by written notice given to the other party in the manner provided in this Section 10.

Operator:
Eagle Point Solar, LLC
Attn: Jim Pullen
Address: 900 Jackson St., Suite 108
Dubuque, IA 52001]

Owner:
(Customer)
Attn: _____
Title
Address:

11. **CONFIDENTIALITY.** Neither party, without the prior written consent of the other party, will disclose the contents of this Agreement or any other information related thereto to any third party except to its fiduciary representatives who agree to keep such information confidential or as required by applicable law.

12. **INTEGRATION.** With respect to matters involving operations and maintenance for the system, this Agreement, together with all schedules hereto, constitutes the entire agreement of the Parties with respect to its subject matter, supersedes all prior written or oral agreements and any other correspondence between the parties or offers made by either party, if any, of the parties with respect to its subject matter.

13. **GENERAL TERMS.** If any term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the parties. Neither party may assign this Agreement without the prior written consent of the other party. The failure of Operator or Owner to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance. This Agreement will be deemed made in and governed by the laws of the state in which the System is located, without application of such state's principles regarding conflicts of law. This Agreement, together with all schedules hereto, constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior written or oral agreements and any other correspondence between the parties or offers made by either party, if any, of the parties with respect to its subject matter. This Agreement may only be amended in a writing signed by both parties. "Including" and any other words or phrases of inclusion shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations. The terms of Sections 6, 8, 11, and 12 shall survive the expiration or termination of this Agreement. This Agreement may be executed by original or facsimile signature in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

By signing below, each party acknowledges that it has authority and hereby causes this Agreement to be executed in their respective names as of the date set forth below.

[Eagle Point Solar, LLC]

By:

Name: Jim Pullen
Title: General Manager
Date: _____

[Customer]

By:

Name: _____
Title: _____
Date: _____

Schedule "A"

On-Going Operation Support:

- Operator will provide all services necessary to uphold equipment manufacturer's warranties.

System Monitoring:

(If Owner qualifies to have an on-line portal set up for the system, the following services will be included. If it is determined the Owner does not qualify to have the on-line portal set up, these services are not included.)

- Proactively monitor solar array production and provide Customer with an emailed production report annually.
- Configure, monitor and react to performance alerts generated by the monitoring system.

Annual Planned Maintenance Schedule:

- Visually check all DC disconnects and combiners for blown fuses / corrosion / heat distortion / moisture entry / insect or rodent issues
- Verify module cleanliness (note if cleaning is required in follow up)
- Visually check array for broken, loose / missing modules, loose racking hardware, unsecured wiring or MC connectors, correct as is necessary
- Check for corrosion between copper wires and PV frames and galvanized steel racking structure
- Check condition of plastic wire ties and the insulation materials between wires and metal edges in the array; replace as necessary
- Inspect array for build-up of debris; clean as necessary
- Inspect wire runs / piping / conduits; make necessary corrections (sealant, secure elbows, etc.)
- Inspect Inverter for external damage
- Check all AC/DC connections to note possible hot spots and re-torque where necessary
- Shut down AC/DC breakers to Inverter, power down inverter
- Wait for Inverter to discharge
- Clean area around Inverter & verify base is sealed
- Clean / replace air filters and clean air returns
- Visually inspect for moisture intrusions-correct as needed
- Verify torque specifications for all connections
- Verify system is operational

Exclusions:

The following items and services are specifically excluded from the Agreement:

- Owner's internet service:
 - Any interruption of Owner's internet service by their internet provider causing the solar array or the production monitoring system to malfunction.
 - Internet hardware failure by any Owner owned hardware related to their internet service.
- Acts of God.
- Vegetation Control.
- Solar array kWh production.

Initials: _____
Customer EPS Representative

Insurance Documentation:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kunkel & Associates, Inc. 401 Data Court Dubuque IA 52003	CONTACT PERSON T.J. Wagner
	TEL No. Ext: 563-555-2310 FAX No.: 563-557-7316 E-MAIL Address: cert1@kunkel-inc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: West Bend Mutual	NAIC # 15350
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **SACPOD**
 Eagle Point Solar LLC
 900 Jackson St., Ste108
 Dubuque IA 52001

COVERAGES **CERTIFICATE NUMBER: 457977036** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	AUTO/BIOS/INSR/ADD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	UNITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-PORT <input checked="" type="checkbox"/> LOC		A033475	7/28/2018	7/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 5
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A033475	7/28/2018	7/28/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 5 BODILY INJURY (Per accident) \$ 5 PROPERTY DAMAGE (Per accident) \$ 5 \$ 5
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		A033475	7/28/2018	7/28/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ 5
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FIRM/OWNER EXCLUDED? (Mandatory in NH) If yes, describe Limit/DESCRIPTION OF OPERATIONS below	Y/N N/A	A033506	7/28/2018	7/28/2019	<input checked="" type="checkbox"/> WC/STAT-TOY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------	--

Equipment & Warranty Specifications:

SN 60-Cell ^{1,000V}

Monocrystalline PV Module

SN290M-10 SN295M-10 SN300M-10 SN305M-10



290 ~ 305 Watt

Continuously manufacturing PV modules since 1992, S-Energy is one of the most experienced module makers in the industry. More than 25 years of operating data support S-Energy's reputation as the best overall quality, performance, and value for solar investors. The cutting-edge SN-series leads the industry again in advanced design, construction, and performance. The SN-series is the ideal module for any system size in any given environment. With the quality to last the lifetime of the PV system, S-Energy's SN-series provides the confidence and assurance to each and every one of our customers.



Features



ENHANCED EXTERNAL LOAD / IMPACT

Snow Load : 5,400 Pa (30T) / 8,400 Pa (40T)
Wind Load : 2,400 Pa (30T) / 5,400 Pa (40T)
Hail Impact : 30.7m/s (speed ball)



POWER ADVANTAGE

25-year, linear power warranty
> 97.5% nominal power during 1st year
Positive tolerance up to +5W



PID RESISTANCE

Enhanced potential induced degradation



FIRE SAFETY

UL1703 Fire Classification : Type 1, Type 2



ENVIRONMENT RESISTANCE

Suitable for extreme conditions
Resistant to high salt mist and ammonia
(certified by TÜV Rheinland)



AVAILABLE IN TWO THICKNESSES

Standard (30T) and 40T for more durability

Qualifications & Certifications

IEC 61215 & 61730, UL 1703, ISO 9001,
ISO 14001, OHSAS 18001, WEEE



Mechanical Characteristics

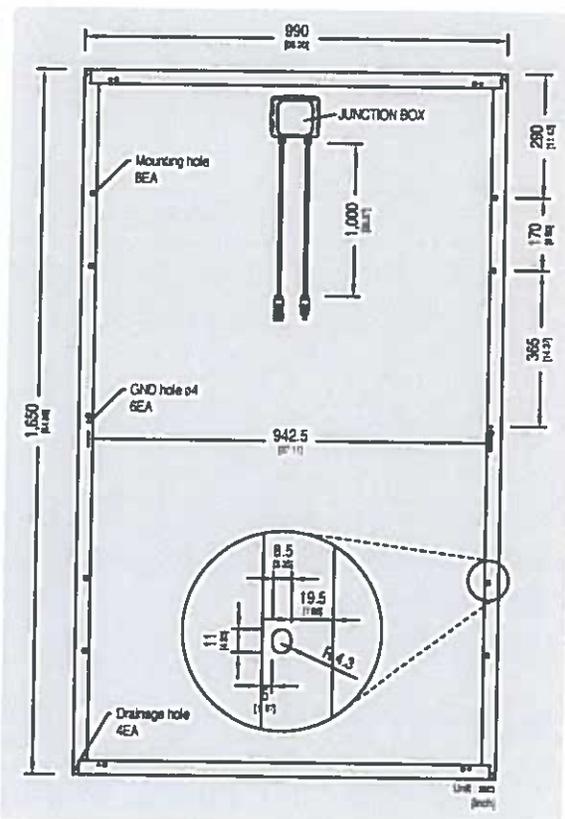
Solar Cells	Monocrystalline 156 x 156mm (6 Inches)
Number of Cells	60 Cells (6x10 Matrix)
Dimensions	1,650 x 990 x 30mm (30T) / 1,650 x 990 x 40mm (40T)
Weight	17kg (37.48 lbs)
Front Glass	High-Transmittance Low Iron Tempered Glass
Frame	Anodized Aluminum Black Frame
Output Cables	PV Wire (PV1-F), 12AWG (4mm ²), Cable Length : 1,000mm
Connectors	MC4 Connectable

Warranty

Product Warranty	10-year Limited Product Warranty
Performance Warranty	Minimum Power Output for Year 1 : 97.5%
	Maximum Power Decline from Year 2 to 24 : 0.7%
	Power Output at year 25 : 80.7%

Electrical Characteristics

STC (Irradiance 1,000W/m ² , module temperature 25°C, AM=1.5)	SN290M-10	SN295M-10	SN300M-10	SN305M-10
Rated Power (P _{max})	290W	295W	300W	305W
Voltage at P _{max} (V _{mp})	32.0V	32.4V	32.8V	33.2V
Current at P _{max} (I _{mp})	9.05A	9.10A	9.14A	9.18A
Warranted Minimum P _{max}	290W	295W	300W	305W
Short-Circuit Current (I _{sc})	9.63A	9.66A	9.68A	9.71A
Open-Circuit Voltage (V _{oc})	39.6V	39.7V	39.9V	40.1V
Module Efficiency	17.8%	18.1%	18.4%	18.7%
Operating Module Temperature	-40 °C to + 85 °C			
Maximum System Voltage	1,000V(IEC) / 1,000V(UL)			
Maximum Series Fuse Rating	20A			
Maximum Reverse Current	20.25A			
Power Tolerance	0 - +5 W			

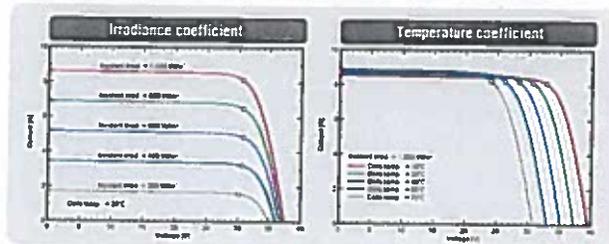


Temperature Characteristics

Temperature coefficient of I _{sc}	0.046 % / °C
Temperature coefficient of V _{oc}	-0.282 % / °C
Temperature coefficient of power	-0.394 % / °C
NOCT (T _{arr} 20°C ; Irradiance 800W/m ² ; Wind 1m/s)	45±2 °C

Packing Configuration

	30T	40T
Container	40' H/C	40' H/C
Modules Per Pallet	25pcs	25pcs
Pallets Per Container	28pallets	28pallets
Modules Per Container	700pcs	700pcs



Remarks :

P_{max} measurement tolerance : ±2.5%
 S-Energy uses triple AAA class simulator.
 Specification subject to change without prior notice. S-Energy reserves the rights of final interpretation.
 Document : SN 60-Cell(290-305)_4BB_UL&TUV_1000_EN_All Black_2017.11

S-Energy Co., Ltd.

3rd Fl., Miraeasset Tower, 20, Pangyo-eok-ro 241beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA, 13494
 Tel. +82-70-4339-7100 Fax. +82-70-4339-7199 E-mail. inquiry@s-energy.com

SEAI America, Inc.
 (d.b.a. S-Energy America)

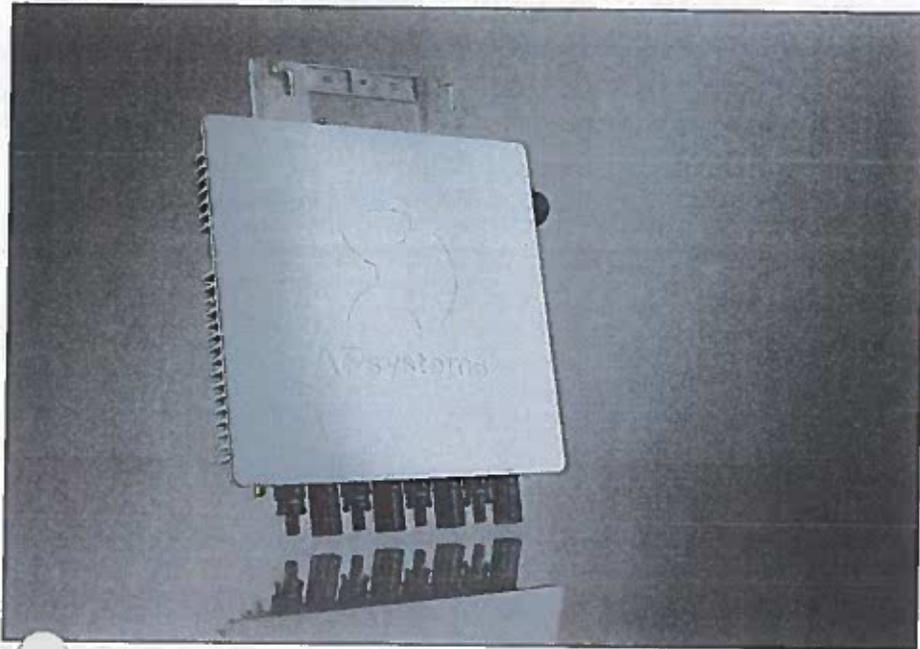
20 Corporate Park, Suite 190, Irvine, CA 92606, U.S.A.
 Tel. +1-949-281-7897 Fax. +1-949-281-7893 E-mail. sales.us@s-energy.com

S-Energy Japan Co., Ltd.

1-6-9, Koujimachi, Chiyoda-ku, Tokyo, DIK Koujimachi building 3F-A, Japan
 Tel. +81-3-6261-3759 Fax. +81-3-6261-3769 E-mail. toru.yasuda@s-energy.com



Leading the Industry in
Solar Microinverter Technology

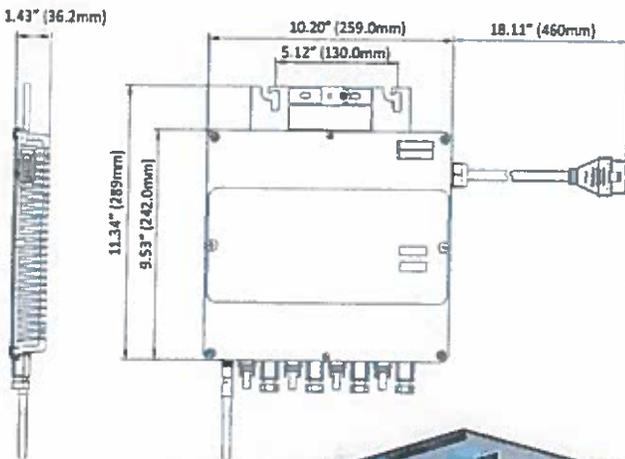


YC1000-3 Commercial Microinverter

- Single unit connects up to four PV modules
- 900W AC output
- True 3-phase output (phase-balanced & phase-monitored)
- 120Y/208V or 277Y/480V
- ZigBee wireless communication and monitoring
- Up to 44 solar modules (60 or 72-cell) can be linked on a three-pole 15A breaker*

*Max # of modules is based on inverter voltage - see technical data for more info

DIMENSIONS



The YC1000 is the industry's first true 3-phase (phase balanced & phase monitored) solar microinverter, handling commercial grid voltages of 120Y/208V or 277Y/480V with 900 watts AC maximum output, ZigBee communication and an integrated ground. Each YC1000 supports up to 4 PV modules.



Four-module configuration shown



APsystems YC1000-3 Microinverter Datasheet

Accommodates 3 modules up to 365W or 4 modules up to 310W

INPUT DATA (DC)

MPPT Voltage Range	16-55V
Maximum Input Voltage	60V
Maximum Input Current	14.8A x 4
Startup Voltage	22V

OUTPUT DATA (AC)

	277Y/480V	120Y/208V
Maximum Output Power	900W	900W
3-Phase Grid Type	277Y/480V	120Y/208V
Nominal Output Current	1.08Ax3	2.50Ax3
Nominal Output Voltage	277Yx3	120Yx3
Nominal Output Frequency	60Hz /59.3-60.5Hz*	60Hz /59.3-60.5Hz*
Power Factor	>0.99	>0.99
Total Harmonic Distortion	<3%	<3%
Maximum Units per Branch	11 per 15Ax3-pole Breaker	4 per 15Ax3-pole Breaker

EFFICIENCY

Peak efficiency	95%
CEC Weighted Efficiency	94.5%
Nominal MPPT efficiency	99.9%

MECHANICAL DATA

Operating Ambient temperature range	-40°F to +149°F (-40°C to +65°C)
Storage Temperature Range	-40°F to +185°F (-40°C to +85°C)
Dimensions (W x H x D)	10.2" X 9.5" X 1.4" (259mm X 242mm X 36mm)
Weight	8.4lbs (3.8kg)
Enclosure rating	NEMA 6
Cooling	Natural Convection - No Fans

FEATURES

Communication	ZigBee (wireless)
Integrated Ground Fault Protection (GFP)	The DC circuit meets the requirements for ungrounded PV arrays in NEC690.35. No additional ground is required. Ground fault protection (GFP) is integrated into microinverter.
Emissions & Immunity (EMC) Compliance	FCC Part 15; ANSI C63.4; ICES-003
Safety & Grid Connection Compliance	IEEE1547, CSA C22.2 No. 1071-01, NEC 2014 690.12, NEC 2017 690.12 ***
Warranty	10 years standard, extendable to 25 years

* Programmable per customer and utility requirements.
 ***Meets the standard requirements for Distributed Energy Resources (UL 1741) and identified with the ETL Listed Mark.



Specifications subject to change without notice - please ensure you are using the most recent update found at www.APsistemas.com

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GROUND-BASED

Project Details

NAME	Washburn WWTP	DATE	2019-04-15
LOCATION	Washburn, WI, 54891	TOTAL MODULES	420
MODULE	S-Energy:SN295M-10 (40mm)	TOTAL WATTS	123,900
DIMENSIONS	64.96" x 38.98" x 1.57" (1,650 x 990 x 40mm)	TILT	30 deg
		CONFIGURATION	4-Up

Load Assumptions

WIND EXPOSURE	B
WIND SPEED	100 mph
GROUND SNOW LOAD	60 psf

Foundation Requirements

TYPE	Concrete
HOLE DIAMETER	16 in.
MIN HOLE DEPTH	66 in.

Substructure Requirements

PIPE SIZE	3"
DIAGONAL BRACING	No

Foundation Loads

SHEAR	1,026 lbs.
MOMENT	2,567 ft.-lbs.
UPLIFT	-879 lbs.

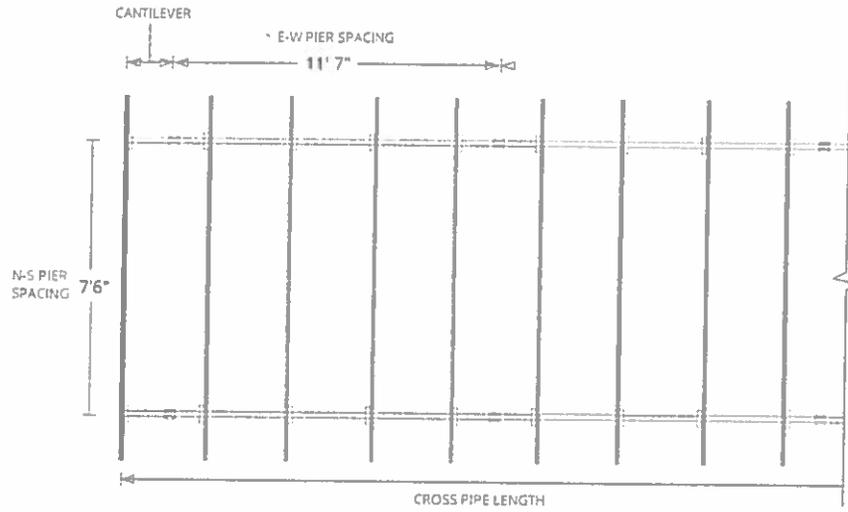
3rd Party Substructure Materials

TOTAL PIPE	2048' 3.5"
TOTAL CONCRETE	30.72 yd ³

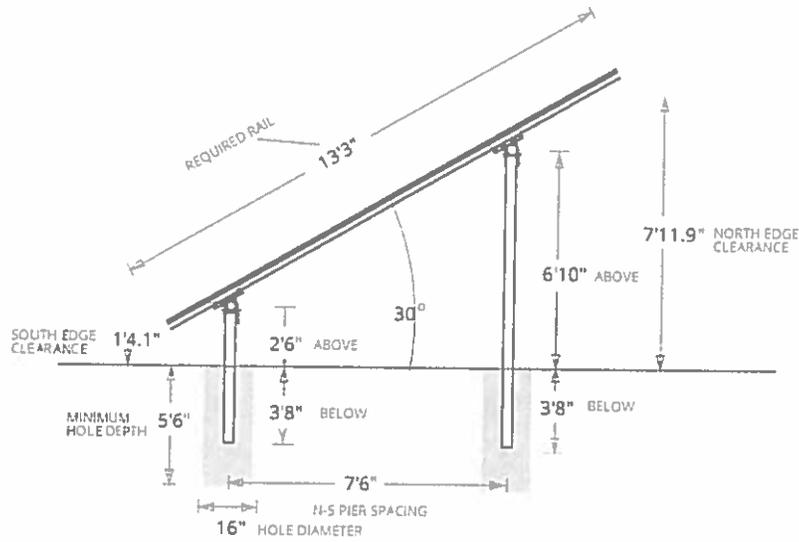
Array Details

Config	Repeats	Piers/Repeat	South Piers	North Piers	Cross Pipes	EW Spacing	Cantilever	Total Pipe Length
4x10	1	10	5 (6' 2")	5 (10' 6")	2 (54' 1.6")	11' 7"	3' 10.9"	191' 7"
4x12	2	12	6 (6' 2")	6 (10' 6")	2 (64' 11.5")	11' 7"	3' 6.4"	459' 9.6"
4x16	2	16	8 (6' 2")	8 (10' 6")	2 (86' 7.4")	11' 7"	2' 9.3"	613' 0.8"
4x13	2	14	7 (6' 2")	7 (10' 6")	2 (71' 6.5")	11' 7"	0' 7"	524' 1.4"
4x13	1	14	7 (6' 2")	7 (10' 6")	2 (71' 6.5")	11' 7"	0' 7"	259' 8.7"

Plan View

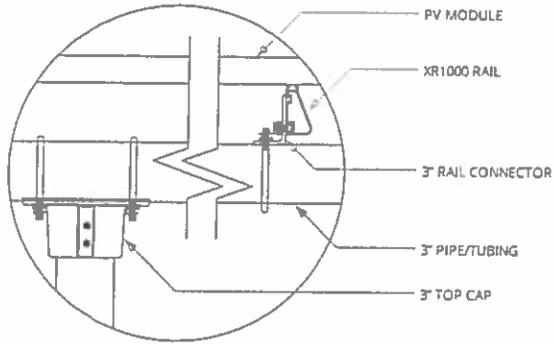


Side View

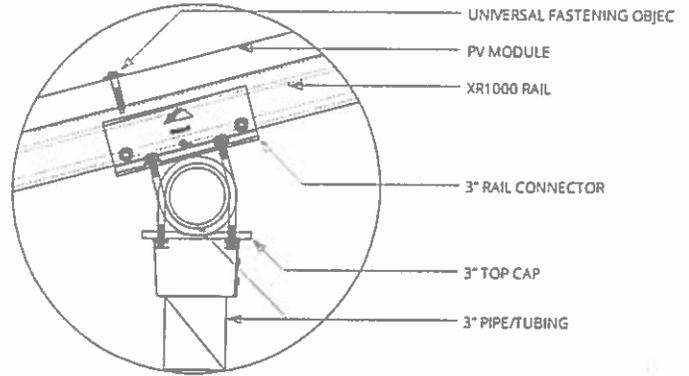


Note: The images displayed in this report are meant to represent one portion of the array. The use of a break line indicates that the array may continue on beyond that point.

Pipe Fittings Detail

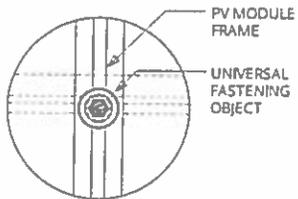


Front View

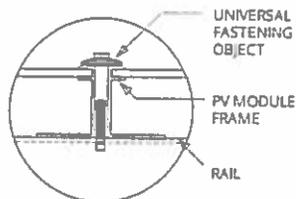


Side View

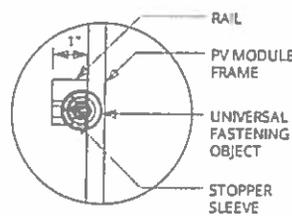
Clamp Detail



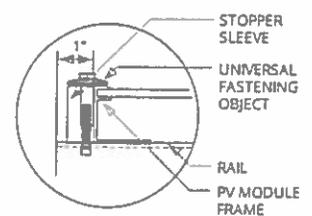
Mid Clamp, Plan



Mid Clamp, Front

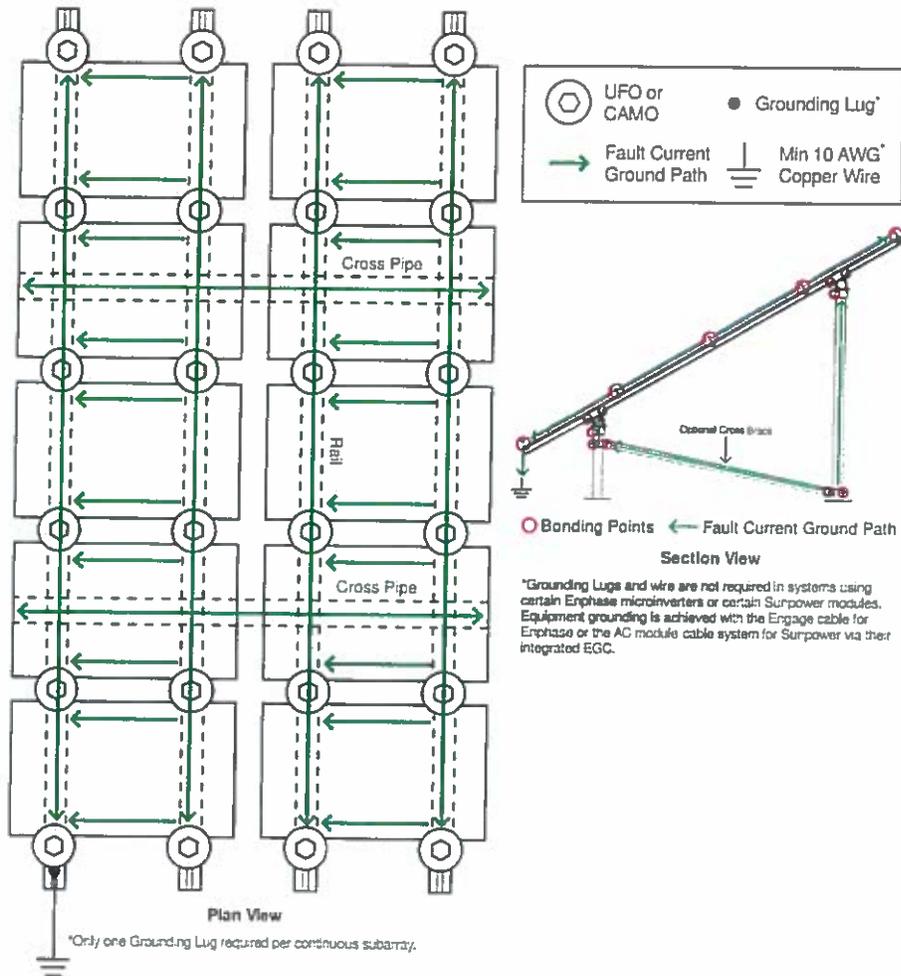


End Clamp, Plan



End Clamp, Front

Grounding Diagram



GROUND-BASED

Bill of Materials

GROUP	PART	DESCRIPTION	TOTAL QTY
RAILS	XR-1000-168A	XR1000, Rail 168" (14 Feet) Clear	210
CLAMPS & GROUNDING	UFO-CL-01-A1	Universal Module Clamp, Clear	1050
	UFO-STP-40MM-M1	Stopper Sleeve, 40MM, Mill	420
	XR-LUG-03-A1	Grounding Lug, Low Profile	8
SUBSTRUCTURE	GM-BRC-003	Ground Mount Bonded Rail Connector - 3"	420
	70-0300-SGA	SGA Top Cap at 3"	108

eGauge Core Specifications

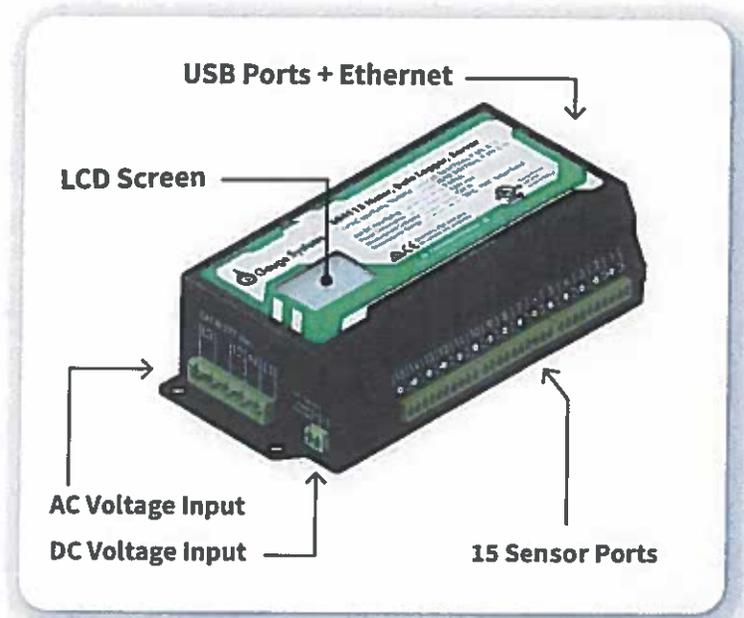
Model: EG4115

Measurement

AC Voltage: (Y: L-N, Δ: L-L)	L1: 85-277 Vrms L2: 0-277 Vrms L3: 0-277 Vrms
DC Voltage:	42 Vrms Power: 9-60 Vdc Measurement: -60-60Vdc
Current:	15 sensor ports 6900A max Sensor ports isolated from digital and high voltage
Frequency:	50 or 60 Hz
Logging Values:	V, A, W, Wh, Hz, VA VAr, THD, deg
Power Draw:	12W max, 2W typical 2 5V USB Ports @ 1A max
Accuracy:	ANSI C12.2 - 0.5% Compliant

Environment Conditions

Operating Temp:	-30° to 70°C (-22° to 158°F)
Max Altitude:	4000m (13,123ft)
Max Humidity:	80% up to 31°C
Meas. Category:	Overvoltage Category III
Location:	Open type indoor device
Pollution Degree:	2



Data Logger Capacity

Register Count:	64 (data storage points)
Granularity: (duration/avg)	1 hr/1 sec 1 yr/1 minute 10 yrs/15 minute Device Lifetime/1 day

Safety and Regulatory

Safety:	IEC/UL 61010-1 Ed. 3.0 B:2010
CE:	IEC 61000-6-1 Ed. 3.0 B:2016 IEC 61000-6-3 Ed. 2.1 B:2011
FCC:	FCC Title 47 CFR Part 15- Subpart B Class B ICES-003 Information Technology- Equipment Class B

eGauge Core Specifications

General

Warranty: 2 years, 5 years

Network Connection

Homeplug AV: Compatible with HomePlug AV adapter within ~100ft. on same phase as L1 terminal

Ethernet: IEEE 802.3 - LAN

WiFi/Cellular: Optional with USB accessory

Data Communication

Import: Modbus RTU, Modbus TCP,

Export: Modbus RTU, Modbus TCP, BACnet/IP, XML

User Interface

Compatible browsers: Google Chrome
Firefox
(Only up-to-date versions supported) Safari
Internet Explorer

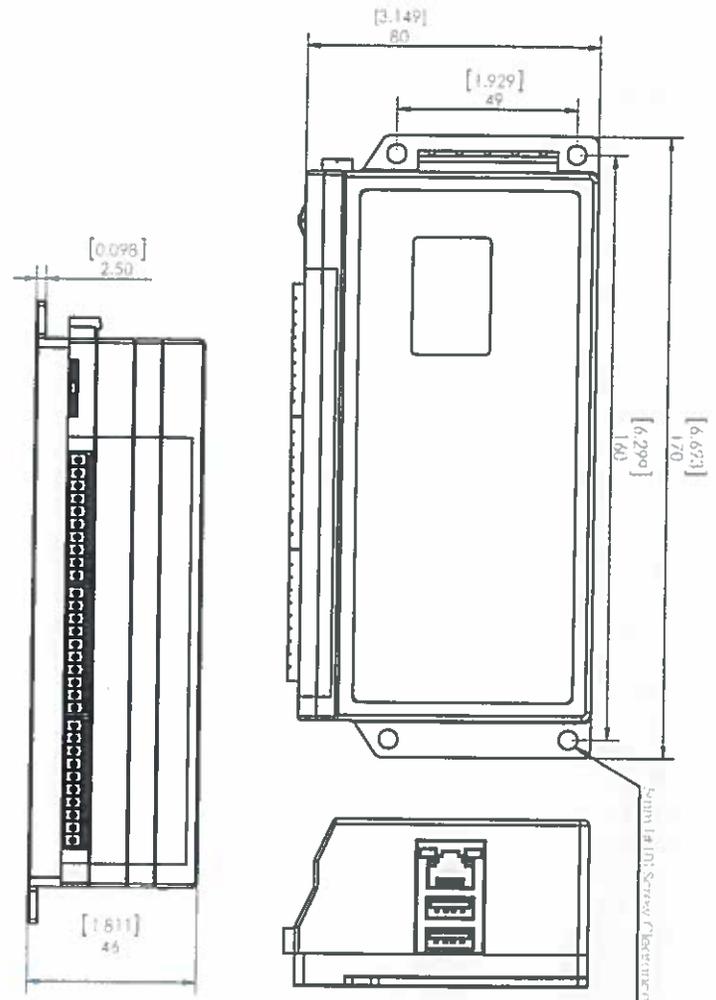
Enclosure

Material: FRABS

Dimensions: 17 x 8 x 4.6cm
(6.7 x 3.15 x 1.81in)

Weight: 300g (0.66lbs)

Dimensions (in./mm)



5

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator ^{SK}
Re: Capital Fund Cuts
Date: May 30, 2019

Enclosed you will find an explanation of the action taken by the Personnel/Finance Committee on Thursday, May 23rd. The actions in total cut \$141,378 from the 2019 Capital Fund budget, but added \$40,000 in new expenditures for the VFD blowers and a new boiler for the Treatment Plant. You will see the detailed cuts in the enclosed e-mail.

This action was taken before other information became available. It is anticipated that the water break at the Marina is going to cost between \$75 - \$70K, but I likely will not know the exact cost until after the June meeting. We were informed that our insurance should cover a significant portion of that bill, but I can not say how much exactly until we get the detailed bill. My best guess is that it would be in the neighborhood of \$50,000 worth of coverage.

In addition, the Solar PV project is back on the agenda for discussion. I do not know what the Council will ultimately decide on that project. If the Council goes forward with that project, we would have to borrow for that money. If you want to add the \$40,000 for other energy improvements at the Treatment Plant into that borrowing (VFD blowers and new boiler), you can, or you can hold with the reprioritization of Capital expenses that the Committee is recommending.

At the end of the day, the formal action that needs to take place is a certain dollar amount needs to be transferred to the Sewer Utility to pay the bills for projects and items that have already been expended. Because of the variables involved right now, I can not give you the exact dollar amount that is needed. The Committee is also concerned that we have only completed five months out of the year, and who knows what else is yet to come.

What I recommend at this point, is based on the other decisions you will be making this evening, please decide on what is in and what is out on the Capital budget. Money for the items that are removed will be held in the Capital Fund until I can come back next month with a formal resolution to transfer the appropriate dollars to the Sewer Utility. The remainder of the dollars will be held in the fund for a "rainy day" for the rest of this year and/or be the start of setting dollars aside for the Bayfield Street Reconstruction Project, whichever you decide.

washburnadmin@cityofwashburn.org

From: washburnadmin@cityofwashburn.org
Sent: Friday, May 24, 2019 10:52 AM
To: 'Richard Avol'; karensnovachek@gmail.com; jennifermaziasz@gmail.com; 'Itulowitzky@gmail.com'; 'Aaron Austin'; 'Carl Broberg'
Cc: Tammy Demars; Bob Anderson; 'k.johnson@washburnpd.com'; Darrell Pendergrass (dpendergrass@washburn.wislib.org); 'Dan Clark'; 'Thomas Wiatr'
Subject: Recommended Cuts to the City of Washburn Capital Budget - current year
Importance: High

Everyone,

Be aware that last night the Finance Committee voted to make changes to the 2019 Capital Budget. These changes were made to address the anticipated shortfalls in the Water and Sewer Utility budgets because of water breaks and other improvements that are highly desired. Now, I was informed by our insurance representative that there would be coverage (up to \$50,000) on the marina water break which we now estimate will cost \$70-\$75 K. The Committee was not aware when these recommendations were made that insurance coverage was going to be provided, so it may result in some changes to this. On the other hand, the Council may not want to make changes to this recommendation because of the need/desire to begin building a pot of money for the Bayfield Street project. All I can tell you at this point is here is the recommendation, and it will be debated by the full Council on June 10th.

Two motions were made and approved at the meeting. The first motion was to remove enough money to cover current and future utility expenses with the additional \$42,000 from the Capital Fund balance (Grand total \$56,400). The second motion kept in only items that were felt necessary for this year, removing all other items, and added VFD Blowers and a boiler at the Treatment Plant for an additional \$40,000. All of the "spare change" from these cuts will remain in the capital fund as we are only in May, and have the rest of the year to contend with potential issues. All capital expenditures will remain frozen until the Council takes final action in June. Please let me know if you have any questions on this matter.

City Hall Computer Server - \$8,000

City Hall Windows - \$50,000 – Out round 2

Fire Department Asphalt - \$10,000 – Out round 1

Ambulance Defibrillators - \$3,400 – Out round 1

Street Sealing - \$122,478 Reduced to \$110,000 in Round 2

Bayfield Street Sidewalks - \$10,000 – Half (\$5,000) out round 1

Sidewalks for 700 Block of 5th Ave W.- \$15,000 – Out in Round 2

Crosswalk Replacement Washington/STH 13 - \$2,500 – Out in Round 2

Cemetery Roads - \$8,000 – Out Round 1

Library - \$80,000 Tuck Pointing Project

Library - \$20,000 ADA Improvements

Parks - \$40,500 West End Boat Ramp Project

Development - \$20,000 Home Removal – Out round 1

Athletic Fields - \$10,000 Basketball Court – Out round 1

Treatment Plant VFD Blowers/Boiler – \$40,000 Added in Round 2

\$5000 out round 2

Scott J. Kluver, Administrator

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



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

To: Honorable Personnel and Finance Committee Members
From: ^{SSK} Scott J. Kluver, Administrator
Re: Budget Shortfalls/Budget Amendments
Date: May 17, 2019

At issue is an approximate shortfall of \$40,000 in the Water Utility budget because of a significantly expensive water main repair on top of several other water breaks. In addition, there is a desire to consider energy savings upgrades to the Wastewater Treatment Plant that would cost approximately \$40,000.

Regarding the immediate issue of the \$40,000 shortfall (and the year is not done yet), please know that I have inquired about potential insurance coverage for that. I am doubtful of the outcome of that at this time, and wish to assume the worst in this planning. As I have previously explained, Water is financially solvent, and the extra money generated by Water (estimated to be \$76,000) in 2019 is designated to be used for Sewer capital expenses. Water now needs \$40,000 of that back, but Sewer has already spent \$68,428 for a new truck, removal of the old plant, and replacing an influent pump. The remaining dollars are intended to replace a fine screen at the plant and purchase an acoustic leak detector for water.

Here is some good news. In late November of 2018, I had contemplated utilizing \$42,000 of unspent dollars from the Phragmites Project at the Treatment Plant for possibly the Solar Project. However, I was unwilling to commit because of potential issues with our expenditure restraint limits. It would certainly brought down the project far enough that it would have cash flowed. I completed the Expenditure Restraint Report last month and it does not appear that the expense of these dollars would be an issue at this time. If it were an issue, we would lose approximately \$35,000 in funding next year. It is still possible that the Department of Revenue may disagree with my report, but I am increasingly confident that we would be able to spend this money without any negative impacts. Know that the expense must be for a capital project. In my opinion, these dollars can now make up for the water main breaks and can be transferred for the use of the Sewer capital expenses that have already occurred. So, the issue now is do any of the new Treatment Plant desires (VFD blowers and new boiler) out way the any of the existing budget priorities or reconsideration of the Solar Project? I would suggest that the improvements at the treatment plant are a higher priority than the Solar Project or sidewalks; however, if sidewalks were cut, additional cuts elsewhere would also be needed.

So, this means that the priorities of the budget are up for reconsideration. None of the Capital items have been expended at this time, so they are:

City Hall Computer Server - \$8,000
City Hall Windows - \$50,000
Fire Department Asphalt - \$10,000
Ambulance Defibrillators - \$3,400
Street Sealing - \$122,478
Bayfield Street Sidewalks - \$10,000
Sidewalks for 700 Block of 5th Ave W.- \$15,000
Crosswalk Replacement Washington/STH 13 - \$2,500
Cemetery Roads - \$8,000
Library - \$80,000 Tuck Pointing Project
Library - \$20,000 ADA Improvements
Parks - \$40,500 West End Boat Ramp Project
Development - \$20,000 Home Removal
Athletic Fields - \$10,000 Basketball Court

Please let me know if you have questions on this information.

Fund: 620 - WATER UTILITY

Account Number		2019	2019	2019	Budget Status	% of Budget
		May	Actual 05/16/2019	Budget		
620-00-46414-000-470	WATER SERVICE FORFIETED DISC.	0.00	401.87	1,000.00	-598.13	40.19
620-00-46450-000-460	WATER/UNMETERED SALES	0.00	0.00	1,000.00	-1,000.00	0.00
620-00-46450-000-461	WATER/METERED SALES	0.00	0.00	0.00	0.00	0.00
620-00-46450-000-462	WATER/PRIVATE FIRE PROTECTION	0.00	351.30	910.00	-558.70	38.60
620-00-46450-000-470	WATER/FORFIETED DISCOUNTS	0.00	800.72	1,500.00	-699.28	53.38
620-00-46450-000-474	WATER/OTHER REVENUES	0.00	320.00	0.00	320.00	0.00
620-00-46451-000-461	RESIDENTIAL/METERED SALES	214.17	56,091.23	213,488.00	-157,396.77	26.27
620-00-46452-000-461	COMMERCIAL/METERED SALES	49.47	9,392.70	37,741.00	-28,348.30	24.89
620-00-46453-000-461	INDUSTRIAL/METERED SALES	0.00	1,377.46	5,131.00	-3,753.54	26.85
620-00-46454-000-461	MULTIFAMILY RESIDENT/METERED	1,314.69	2,714.52	5,842.00	-3,127.48	46.47
PUBLIC CHARGES FOR SERVICES		1,578.33	71,449.80	266,612.00	-195,162.20	26.80
620-00-47310-000-464	GEN. GOV./SALES TO PUBLIC AUTH	0.00	9,902.96	39,256.00	-29,353.04	25.23
620-00-47320-000-463	PUBLIC SAFETY/PUBLIC FIRE PRO	208.27	37,325.05	150,297.00	-112,971.95	24.83
620-00-47320-000-471	PUBLIC SAFETY/HYDRANT RENTAL	0.00	0.00	0.00	0.00	0.00
620-00-47330-000-461	DUPONT WATER SALES	0.00	0.00	0.00	0.00	0.00
620-00-47330-000-474	DUPONT REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
620-00-47400-000-467	LOCAL DEPART./INTERDEPARTMENT	0.00	0.00	0.00	0.00	0.00
620-00-47400-000-634	Water Other Income	200.00	2,089.70	750.00	1,339.70	278.63
INTERGOVT CHARGES FOR SERVICES		408.27	49,317.71	190,303.00	-140,985.29	25.92
620-00-48000-000-000	TRANSFER FROM TIF	0.00	0.00	0.00	0.00	0.00
620-00-48100-000-419	INTEREST ON INVESTMENTS	0.00	668.98	200.00	468.98	334.49
620-00-48100-000-420	INTEREST/CAPITILIZATION OF RD	0.00	0.00	0.00	0.00	0.00
620-00-48100-000-421	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00
620-00-48100-002-419	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES		0.00	668.98	200.00	468.98	334.49
Total Revenues		1,986.60	121,436.49	457,115.00	-335,678.51	26.57

Fund: 620 - WATER UTILITY

Account Number		2019	2019	2019	Budget Status	% of Budget
		May	Actual 05/16/2019	Budget		
620-00-53700-000-403	WATER DEPRECIATION EXPENSE	0.00	0.00	76,000.00	76,000.00	0.00
620-00-53700-000-404	WATER/AMORTIZATION	0.00	0.00	63,812.00	63,812.00	0.00
620-00-53700-000-408	TAXES FICA/MEDICARE	139.27	1,873.99	6,828.00	4,954.01	27.45
620-00-53700-000-409	PSC REMAINDER ASSES.	0.00	0.00	0.00	0.00	0.00
620-00-53700-000-425	WATER AMORTIZATION GRANTS	0.00	0.00	0.00	0.00	0.00
620-00-53700-000-428	WATER BOND DISCT. AMORIZAT	0.00	0.00	0.00	0.00	0.00
620-00-53700-000-429	WATER AMORTIZ OF PREMIUM	0.00	0.00	0.00	0.00	0.00
620-00-53700-000-600	WATER SALARIES	1,786.20	17,535.28	63,990.00	46,454.72	27.40
620-00-53700-000-610	WATER STORM WATER	0.00	555.34	721.00	165.66	77.02
620-00-53700-000-620	WATER FUEL OR POWER PURCHASE	0.00	6,719.14	17,500.00	10,780.86	38.40
620-00-53700-000-630	WATER CHEMICALS	0.00	0.00	1,000.00	1,000.00	0.00
620-00-53700-000-640	WATER SUPPLIES & EXPENSES	933.69	4,282.99	6,000.00	1,717.01	71.38
620-00-53700-000-650	WATER REPAIRS PLANT	0.00	346.34	3,000.00	2,653.66	11.54
620-00-53700-000-660	WATER TRANSPORTATION EXP.	76.95	529.46	2,000.00	1,470.54	26.47
620-00-53700-000-680	WATER GEN & ADMIN SALARIES	0.00	7,269.07	25,115.00	17,845.93	28.94
620-00-53700-000-681	WATER OFFICE SUPPLY & EXPENSE	386.67	1,244.65	2,500.00	1,255.35	49.79
620-00-53700-000-682	WATER OUTSIDE SERVICES	3,275.10	8,603.90	9,500.00	896.10	90.57
620-00-53700-000-683	WATER ADMIN. PER DIEM	0.00	0.00	0.00	0.00	0.00
620-00-53700-000-684	WATER INSURANCE	0.00	0.00	4,500.00	4,500.00	0.00
620-00-53700-000-686	WATER EMPLOY. PENSION & BENEFI	3,390.30	10,549.20	29,342.00	18,792.80	35.95
620-00-53700-000-687	WORKMAN'S COMP	0.00	0.00	3,500.00	3,500.00	0.00
620-00-53700-000-688	WATER REGUL COMMISSION EXP.	0.00	0.00	1,500.00	1,500.00	0.00
620-00-53700-000-689	WATER MISC. GENERAL EXP.	262.00	873.56	2,500.00	1,626.44	34.94
620-00-53700-000-690	WATER BAD DEBTS	0.00	0.00	0.00	0.00	0.00
620-00-53700-000-691	WATER/OTHER EXPENSE	0.00	0.00	0.00	0.00	0.00
620-00-53700-001-684	WORK. COMP/WATER	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS		10,250.18	60,382.92	319,308.00	258,925.08	18.91
620-00-58200-000-427	L-T INTEREST EXPENSE	67,676.28	67,676.28	132,977.00	65,300.72	50.89
620-00-58200-000-428	BON DISCT. AMORTIZAT	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-429	INTEREST 2003 REVENUE BOND	0.00	0.00	0.00	0.00	0.00
620-00-58200-000-431	OTHER INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
LOAN/LEASE PAYMENT		67,676.28	67,676.28	132,977.00	65,300.72	50.89
620-00-59000-000-000	GASB 68 EXPENSE	0.00	0.00	0.00	0.00	0.00
GASB 75 EXPENSE		0.00	0.00	0.00	0.00	0.00
Total Expenses		77,926.46	128,059.20	452,285.00	324,225.80	28.31
Net Totals		-75,939.86	-6,622.71	4,830.00	11,452.71	-137.12

Fund: 720 - SEWER UTILITY

Account Number		2019	2019	2019	Budget Status	% of Budget
		May	Actual 05/16/2019	Budget		
720-00-46410-000-622	SEWAGE - METERED RESIDENTIAL	436.51	106,876.62	405,042.00	-298,165.38	26.39
720-00-46410-000-635	SEWAGE - RESIDENTIAL RECONNECT	0.00	0.00	0.00	0.00	0.00
720-00-46411-000-622	SEWAGE SERVICE - COMMERCIAL	87.62	17,083.55	66,779.00	-49,695.45	25.58
720-00-46412-000-622	SEWAGE SERVICE - INDUSTRIAL	0.00	639.72	2,409.00	-1,769.28	26.56
720-00-46413-000-622	SEWAGE SERVICE - PUBLIC AUTHOR	0.00	16,356.32	64,237.00	-47,880.68	25.46
720-00-46414-000-470	SEWAGE FORFIETED DISCOUNTS	0.00	5,040.75	7,000.00	-1,959.25	72.01
720-00-46414-000-474	SEWAGE SERVICE OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
720-00-46414-000-622	MULTI FAMILY HOUSING	0.00	0.00	9,102.00	-9,102.00	0.00
720-00-46414-000-636	SEWER AMORTIZATION REVENUE	0.00	0.00	0.00	0.00	0.00
720-00-46450-000-474	SEWER MISC. OTHER REVENUES	0.00	983.88	0.00	983.88	0.00
PUBLIC CHARGES FOR SERVICES		524.13	146,980.84	554,569.00	-407,588.16	26.50
720-00-48000-000-000	TRANSFER FROM TIF	0.00	0.00	0.00	0.00	0.00
720-00-48000-000-635	MISC. OPERATING REVENUE	0.00	0.00	0.00	0.00	0.00
720-00-48100-000-419	INTEREST ON INVESTMENTS	0.00	908.61	250.00	658.61	363.44
720-00-48100-000-421	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00
720-00-48100-002-419	INTEREST INCOME SEWER PROJECT	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES		0.00	908.61	250.00	658.61	363.44
720-00-49102-000-000	TRANS FROM CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
720-00-49210-000-000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TRANSFER FROM OTHER FUNDS		0.00	0.00	0.00	0.00	0.00
Total Revenues		524.13	147,889.45	554,819.00	-406,929.55	26.66

Fund: 720 - SEWER UTILITY

Account Number		2019	2019	2019	Budget Status	% of Budget
		May	Actual 05/16/2019	Budget		
720-00-53610-000-403	SEWER DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
720-00-53610-000-408	TAXES FICA/MEDICARE	221.52	2,261.77	6,828.00	4,566.23	33.12
720-00-53610-000-428	SEWAGE BOND DISCT. AMORTIZATIO	0.00	0.00	114,300.00	114,300.00	0.00
720-00-53610-000-429	SEWER CLEANER AMORTIZATION	0.00	0.00	4,848.00	4,848.00	0.00
720-00-53610-000-610	SEWAGE SERVICE STORM SEWER	0.00	467.40	936.00	468.60	49.94
720-00-53610-000-820	SEWAGE SUPERVISION & LABOR	2,774.57	22,149.62	63,990.00	41,840.38	34.61
720-00-53610-000-821	SEWAGE POWER & FUEL-PUMPING	0.00	9,542.82	40,000.00	30,457.18	23.86
720-00-53610-000-823	SEWAGE SERVICE ALUM	1,400.79	4,283.45	12,000.00	7,716.55	35.70
720-00-53610-000-827	SEWAGE OPERATING SUPP. & EXPEN	128.01	4,107.17	20,000.00	15,892.83	20.54
720-00-53610-000-828	SEWAGE TRANSPORTATION EXPENSE	76.95	283.77	2,000.00	1,716.23	14.19
720-00-53610-000-831	SEWAGE MAINTEN-COLLECT SYSTEM	0.00	0.00	2,000.00	2,000.00	0.00
720-00-53610-000-832	SEWAGE MAIN-COLLECTION & PUMP	271.65	271.65	3,000.00	2,728.35	9.06
720-00-53610-000-833	SEWAGE MAIN. TREAT&DISP. EQUIP	218.55	218.55	3,000.00	2,781.45	7.29
720-00-53610-000-834	SEWAGE MAIN. GENERAL PLANT	0.00	2,089.39	4,000.00	1,910.61	52.23
720-00-53610-000-840	SEWAGE BILLING, COLLECT, ACCT	0.00	3,634.52	0.00	-3,634.52	0.00
720-00-53610-000-843	SEWAGE UNCOLLECTABLE ACCTS	0.00	0.00	0.00	0.00	0.00
720-00-53610-000-850	SEWAGE GEN & ADMIN. SALARIES	0.00	3,634.56	25,115.00	21,480.44	14.47
720-00-53610-000-851	SEWAGE OFFICE SUPPLIES	386.67	1,793.00	3,000.00	1,207.00	59.77
720-00-53610-000-852	SEWAGE OUTSIDE SERVICES	1,332.19	29,175.95	38,000.00	8,824.05	76.78
720-00-53610-000-853	SEWAGE INSURANCE	0.00	0.00	4,500.00	4,500.00	0.00
720-00-53610-000-854	SEWAGE EMPLOYEE PENS.&BENEFITS	3,465.61	10,930.17	29,342.00	18,411.83	37.25
720-00-53610-000-855	SEWAGE REGUL. COMMISS. EXPENSE	0.00	0.00	4,000.00	4,000.00	0.00
720-00-53610-000-856	SEWAGE MISC. GENERAL EXPENSE	161.36	917.48	2,500.00	1,582.52	36.70
720-00-53610-000-857	SEWAGE OTHER EXPENSE	0.00	0.00	0.00	0.00	0.00
720-00-53610-000-884	SEWAGE SERVICE WORKMAN'S COMP.	0.00	0.00	3,500.00	3,500.00	0.00
720-00-53610-001-853	SEWAGE INSURANCE	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS		10,437.87	95,761.27	386,859.00	291,097.73	24.75
720-00-58200-000-427	LT INTEREST EXPENSE	0.00	0.00	68,851.00	68,851.00	0.00
720-00-58200-002-427	L-T INTEREST & FISCAL CHARGES	47,771.23	47,771.23	92,888.00	45,116.77	51.43
720-00-58200-002-428	INTEREST AND FISCAL CHARGES	0.00	0.00	0.00	0.00	0.00
720-00-58200-002-429	INTEREST AND FISCAL CHARGES	0.00	0.00	0.00	0.00	0.00
LOAN/LEASE PAYMENT		47,771.23	47,771.23	161,739.00	113,967.77	29.54
720-00-59000-000-000	GASB 68 EXPENSE	0.00	0.00	0.00	0.00	0.00
GASB 75 EXPENSE		0.00	0.00	0.00	0.00	0.00
Total Expenses		58,209.10	143,532.50	548,598.00	405,065.50	26.16
Net Totals		-57,684.97	4,356.95	6,221.00	1,864.05	70.04

Fund: 410 - CAPITAL IMPROVEMENT

Account Number		2019 May	2019 Actual 05/16/2019	2019 Budget	Budget Status	% of Budget
410-00-41110-000-000	GENERAL PROPERTY TAXES	0.00	56,378.00	256,378.00	-200,000.00	21.99
TAXES		0.00	56,378.00	256,378.00	-200,000.00	21.99
410-00-43536-000-000	LRIP MONEY	0.00	0.00	0.00	0.00	0.00
410-00-43537-000-000	GRANT	0.00	0.00	0.00	0.00	0.00
410-00-43538-000-000	VOTING EQUIPMENT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
410-00-43539-000-000	GREAT LAKES RESTORATION GRANT	0.00	0.00	0.00	0.00	0.00
410-00-43540-000-000	LIBRARY COUNTY GRANT	0.00	0.00	0.00	0.00	0.00
410-00-43541-000-000	LIBRARY BREMER GRANT	0.00	0.00	0.00	0.00	0.00
410-00-43542-000-000	GRANT FUNDS	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUES		0.00	0.00	0.00	0.00	0.00
410-00-46371-000-000	FEES	0.00	0.00	0.00	0.00	0.00
PUBLIC CHARGES FOR SERVICES		0.00	0.00	0.00	0.00	0.00
410-00-48100-000-000	INTEREST ON INVESTMENTS	0.00	660.72	0.00	660.72	0.00
410-00-48200-000-000	RENT	0.00	0.00	0.00	0.00	0.00
410-00-48303-000-000	SALE OF CITY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
410-00-48500-000-000	DONATIONS	0.00	0.00	0.00	0.00	0.00
410-00-48600-000-000	MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES		0.00	660.72	0.00	660.72	0.00
410-00-49100-000-000	PROCEEDS FROM LONG TERM DEBT	0.00	0.00	0.00	0.00	0.00
410-00-49101-000-000	2003 CAPITAL PROJECT PROCEEDS	0.00	0.00	0.00	0.00	0.00
410-00-49102-000-000	PROCEEDS FROM CITY	0.00	0.00	0.00	0.00	0.00
410-00-49210-000-000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
410-00-49223-000-000	TRANSFER FROM TAX INCREMENT	0.00	0.00	0.00	0.00	0.00
410-00-49224-000-000	TRANSFER FROM CEM DEVELOPMENT	0.00	0.00	0.00	0.00	0.00
410-00-49225-000-000	TRANSFER FROM PARK OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-49242-000-000	TRANSFER FROM PUBLIC FAC. FUND	0.00	0.00	0.00	0.00	0.00
410-00-49243-000-000	TRANSFER FROM SKATE PARK	0.00	0.00	0.00	0.00	0.00
410-00-49244-000-000	TRANSFER FROM PD CRIME PREV.	0.00	0.00	0.00	0.00	0.00
410-00-49245-000-000	TRANSFER FROM SMART GROWTH	0.00	0.00	0.00	0.00	0.00
410-00-49300-000-000	TRANSFER FROM DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
410-00-49301-000-000	FUND/CASH BAL. APPLIED	0.00	0.00	143,500.00	-143,500.00	0.00
410-00-49510-000-000	TRANSFER FROM CEM DEVELOPMENT	0.00	0.00	0.00	0.00	0.00
TRANSFER FROM OTHER FUNDS		0.00	0.00	143,500.00	-143,500.00	0.00
Total Revenues		0.00	57,038.72	399,878.00	-342,839.28	14.26

Fund: 410 - CAPITAL IMPROVEMENT

Account Number		2019	2019	2019	Budget Status	% of Budget
		May	Actual 05/16/2019	Budget		
410-00-51440-810-000	ELECTIONS OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-51450-810-000	OFFICE CAPITAL OUTLAY	0.00	0.00	8,000.00	8,000.00	0.00
410-00-51450-820-000	OFFICE DEP. CAPITAL PROJECT	0.00	0.00	0.00	0.00	0.00
410-00-51601-000-000	CITY HALL	0.00	0.00	0.00	0.00	0.00
410-00-51601-810-000	CITY HALL	0.00	0.00	50,000.00	50,000.00	0.00
410-00-51601-820-000	CITY HALL CAPITAL PROJECT	0.00	0.00	0.00	0.00	0.00
GENERAL GOVERNMENT		0.00	0.00	58,000.00	58,000.00	0.00
410-00-52101-810-000	POLICE DEP. CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-52201-810-000	FIRE DEP. CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-52201-820-000	FIRE DEP. CAPITAL PROJECT	0.00	0.00	10,000.00	10,000.00	0.00
410-00-52301-351-000	AMBULANCE RESCUE EQUIPMENT	0.00	0.00	3,400.00	3,400.00	0.00
410-00-52301-810-000	AMBULANCE CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
PUBLIC SAFETY		0.00	0.00	13,400.00	13,400.00	0.00
410-00-53202-810-000	STREET & ALLEYS CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-53202-820-000	STREET & ALLEYS CRACK FILLING	0.00	0.00	122,478.00	122,478.00	0.00
410-00-53230-810-000	GARAGE/MACHINE SHED CAPITAL	0.00	0.00	0.00	0.00	0.00
410-00-53271-810-000	TREE CONTROL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-53307-810-000	STREET SIGNS & MARKINGS	0.00	0.00	27,500.00	27,500.00	0.00
410-00-53308-810-000	ST. MACHINERY CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-53440-820-000	PW GARAGE CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
410-00-53610-810-000	TREATMENT PLANT UPGRADE	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS		0.00	0.00	149,978.00	149,978.00	0.00
410-00-54910-820-000	CEMETERY CAPITAL PROJECT	0.00	0.00	8,000.00	8,000.00	0.00
HEALTH AND HUMAN SERVICES		0.00	0.00	8,000.00	8,000.00	0.00
410-00-55110-810-000	LIBRARY	0.00	0.00	100,000.00	100,000.00	0.00
410-00-55110-820-000	LIBRARY ROOF PROJECT	0.00	0.00	0.00	0.00	0.00
410-00-55200-810-000	PARKS CAPITAL OUTLAY	0.00	0.00	40,500.00	40,500.00	0.00
410-00-55200-820-000	BEACH RESTORATION	0.00	0.00	0.00	0.00	0.00
CULTURE, RECREATION & EDUCAT		0.00	0.00	140,500.00	140,500.00	0.00
410-00-56300-810-000	PUBLIC ACCESS TELEVISION	0.00	0.00	0.00	0.00	0.00
410-00-56302-810-000	COMPREHENSIVE PLAN	0.00	0.00	0.00	0.00	0.00
410-00-56303-810-000	CAPITAL OUTLAY WELCOME SIGN	0.00	0.00	0.00	0.00	0.00
410-00-56400-810-000	HISTORIC PRESERVATION	0.00	0.00	0.00	0.00	0.00
410-00-56401-810-000	CONSER/DEV. CAPITAL OUTLAY	0.00	0.00	20,000.00	20,000.00	0.00
CONSERVATION & DEVELOPMENT		0.00	0.00	20,000.00	20,000.00	0.00
410-00-57321-810-000	BART	0.00	0.00	0.00	0.00	0.00
410-00-57520-810-000	SENIOR VAN	0.00	0.00	0.00	0.00	0.00
410-00-57630-810-000	ATHLETIC FIELD CAPITAL OUTLAY	0.00	0.00	10,000.00	10,000.00	0.00
410-00-57650-000-000	CAPITAL IMPROV. EQUIP. LEASE	0.00	0.00	0.00	0.00	0.00
410-00-57651-000-000	CAPITAL OUTLAY/FRONTEND LOADER	0.00	0.00	0.00	0.00	0.00
410-00-57651-820-000	CAPITAL OUTLAY WASHINGTON AVE.	0.00	0.00	0.00	0.00	0.00
PROJECTS		0.00	0.00	10,000.00	10,000.00	0.00

Fund: 410 - CAPITAL IMPROVEMENT

Account Number		2019 May	2019 Actual 05/16/2019	2019 Budget	Budget Status	% of Budget
410-00-59119-000-000	UNCLASSIFIED	0.00	0.00	0.00	0.00	0.00
410-00-59210-000-000	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
410-00-59211-000-000	TRANSFER TO STORM WATER UTILIT	0.00	0.00	0.00	0.00	0.00
410-00-59220-000-000	TRANSFER TO WATER & SEWER FUND	0.00	0.00	0.00	0.00	0.00
410-00-59230-000-000	TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
410-00-59410-000-000	TRANSFERE TO PARK OUTLAY	0.00	0.00	0.00	0.00	0.00
GASB 75 EXPENSE		0.00	0.00	0.00	0.00	0.00
Total Expenses		0.00	0.00	399,878.00	399,878.00	0.00
Net Totals		0.00	57,038.72	0.00	-57,038.72	0.00

6

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator ^{SSK}
Re: Resolution for Compliance Maintenance Annual Report (CMAR) – Treatment Plant
Date: May 31, 2019

Enclosed you will find the draft resolution for the annual submission of the CMAR. I recommend approval of this resolution.

In summary, for 2018, the treatment plant met all of the requirements and limits of the DNR with the exception of finances. That does not mean that the treatment plant is not in need of additional maintenance, it simply means that the process of treating the waste water is working well. Staff are doing a great job meeting the requirements and catching up on plant maintenance.

With respect to the failing grade for financial management, that will remain until the utility's revenues match or exceed its expenses. Increasing sewer rates too much could lead to more water conservation and to fewer people choosing to live in or establish businesses in the service area. This would be counterproductive to achieving financial stability. Increasing the number of users and the volume of usage is what is needed to help this situation. Additional development in the community would help significantly. The existing \$4,000,000 in Sewer debt has been refinanced as much as practical for now.

If you have any other questions regarding this report, please let me know.

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



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

RESOLUTION NO. #19-007
Approving the 2018 Compliance Maintenance Annual Report

WHEREAS, The City of Washburn operates a wastewater treatment plant on behalf of its residents as part of its sanitary sewer utility; and

WHEREAS, The Wisconsin Department of Natural Resources has issued WPDES Permit # WI 0022675-09-0 to the City of Washburn for the operation of its wastewater treatment plant; and

WHEREAS, The Wisconsin Department of Natural Resources requires that a Compliance Maintenance Annual Report to be prepared by the wastewater plant operator in-charge, reviewed by the Common Council, and submitted to the Agency annually.

NOW THEREFORE, The Common Council of the City of Washburn, Wisconsin, informs the Wisconsin Department of Natural Resources that it has reviewed the 2018 Compliance Maintenance Annual Report; and

FURTHERMORE, directs its City Clerk to submit the reviewed 2018 Compliance Maintenance Annual Report to the Wisconsin Department of Natural Resources by the submittal date.

Resolved this 10th day of June, 2019, by the Common Council of the City of Washburn, Wisconsin.

Richard Avol, Mayor

Attested: _____
Scott J. Kluver, City Clerk

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	0.1646	x	166	x	8.34	=	228
February	0.1517	x	198	x	8.34	=	251
March	0.1962	x	160	x	8.34	=	261
April	0.3514	x	101	x	8.34	=	295
May	0.2631	x	133	x	8.34	=	292
June	0.4075	x	90	x	8.34	=	306
July	0.2062	x	154	x	8.34	=	266
August	0.2103	x	187	x	8.34	=	328
September	0.2632	x	115	x	8.34	=	252
October	0.3566	x	112	x	8.34	=	333
November	0.2729	x	82	x	8.34	=	186
December	0.2046	x	173	x	8.34	=	294

2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	.38	x	90	=	0.342
		x	100	=	.38
Design (C)BOD, lbs/day	665	x	90	=	598.5
		x	100	=	665

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	1	0	0	0
May	1	0	0	0	0
June	1	1	1	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	1	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		3	1	0	0
Points		6	1	0	0
Total Number of Points					7

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
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Total Points Generated	7
Score (100 - Total Points Generated)	93
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	3	1	0	0
February	30	27	3	1	0	0
March	30	27	2	1	0	0
April	30	27	1	1	0	0
May	30	27	2	1	0	0
June	30	27	3	1	0	0
July	30	27	5	1	0	0
August	30	27	4	1	0	0
September	30	27	2	1	0	0
October	30	27	2	1	0	0
November	30	27	2	1	0	0
December	30	27	3	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)
11/04/2015

No

If No, please explain:

Was missed in 2018 but re-scheduled for 2019.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

High flows due to heavy rains at times were experienced at times but with a new I&I bypass line going directly to I&I basin from wet well avoided any bypass concerns. Working on poor mixing and return solids issues.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

<p><input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, please explain: <input type="text"/></p> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, please explain: <input type="text"/></p> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Please explain unless not applicable: <input type="text"/></p>
--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	6	1	0	0
February	30	27	6	1	0	0
March	30	27	4	1	0	0
April	30	27	4	1	0	0
May	30	27	5	1	0	0
June	30	27	6	1	0	0
July	30	27	5	1	0	0
August	30	27	5	1	0	0
September	30	27	5	1	0	0
October	30	27	4	1	0	0
November	30	27	3	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.190	1	0
February	1	0.193	1	0
March	1	0.128	1	0
April	1	0.128	1	0
May	1	0.153	1	0
June	1	0.200	1	0
July	1	0.234	1	0
August	1	0.297	1	0
September	1	0.305	1	0
October	1	0.240	1	0
November	1	0.161	1	0
December	1	0.166	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

55.30 acres

2.1.2 How many acres did you use?

6 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

N/A

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

- Yes (30 points)
- No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

- Yes
- No (10 points)
- N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 003 - LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75							4.4							0	0
Cadmium		39	85							<5.8							0	0
Copper		1500	4300							628							0	0
Lead		300	840							<58							0	0
Mercury		17	57							.7							0	0
Molybdenum	60		75							10.6						0		0
Nickel	336		420							27.1						0		0
Selenium	80		100							5						0		0
Zinc		2800	7500							744							0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

- Exceedence Points
- 0 (0 Points)

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

<ul style="list-style-type: none"> <input type="radio"/> 1-2 (10 Points) <input type="radio"/> > 2 (15 Points) <p>3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)</p> <ul style="list-style-type: none"> <input type="radio"/> Yes <input type="radio"/> No (10 points) <input checked="" type="radio"/> N/A - Did not exceed limits or no HQ limit applies (0 points) <input type="radio"/> N/A - Did not land apply biosolids until limit was met (0 points) <p>3.1.3 Number of times any of the metals exceeded the ceiling limits = 0 Exceedence Points</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> 0 (0 Points) <input type="radio"/> 1 (10 Points) <input type="radio"/> > 1 (15 Points) <p>3.1.4 Were biosolids land applied which exceeded the ceiling limit?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes (20 Points) <input checked="" type="radio"/> No (0 Points) <p>3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?</p> <div style="border: 1px solid black; padding: 2px;">N/A</div>	0
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<p>4. Pathogen Control (per outfall):</p> <p>4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Outfall Number:</td> <td style="text-align: center;">003</td> </tr> <tr> <td>Biosolids Class:</td> <td style="text-align: center;">B</td> </tr> <tr> <td>Bacteria Type and Limit:</td> <td></td> </tr> <tr> <td>Sample Dates:</td> <td>01/01/2018 - 12/31/2018</td> </tr> <tr> <td>Density:</td> <td></td> </tr> <tr> <td>Sample Concentration Amount:</td> <td></td> </tr> <tr> <td>Requirement Met:</td> <td>Yes</td> </tr> <tr> <td>Land Applied:</td> <td>Yes</td> </tr> <tr> <td>Process:</td> <td>Aerobic Digestion</td> </tr> <tr> <td>Process Description:</td> <td>Aerobic digestion meets code.</td> </tr> </table> <p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes (40 Points) <input checked="" type="radio"/> No <p>If yes, what action was taken?</p> <div style="border: 1px solid black; padding: 2px;">N/A</div>	Outfall Number:	003	Biosolids Class:	B	Bacteria Type and Limit:		Sample Dates:	01/01/2018 - 12/31/2018	Density:		Sample Concentration Amount:		Requirement Met:	Yes	Land Applied:	Yes	Process:	Aerobic Digestion	Process Description:	Aerobic digestion meets code.	0
Outfall Number:	003																				
Biosolids Class:	B																				
Bacteria Type and Limit:																					
Sample Dates:	01/01/2018 - 12/31/2018																				
Density:																					
Sample Concentration Amount:																					
Requirement Met:	Yes																				
Land Applied:	Yes																				
Process:	Aerobic Digestion																				
Process Description:	Aerobic digestion meets code.																				

<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p>	
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Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Outfall Number:	003	
Method Date:	12/31/2018	
Option Used To Satisfy Requirement:	Incorporation when land apply	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <p>N/A</p>		0
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p>		0
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <p>Reed beds were cleaned out and replanted with the native species in 2018. All stock piled biosolids were hauled away and landfilled as well.</p>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; padding: 2px;">Dat to day operations.</div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/>○ No (40 points) <input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">● Paper file system○ Computer system○ Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

All equipment is maintained according to O&M manuals. Would be beneficial to have a computer tracking system as well.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) <p>Name: <input style="width: 150px;" type="text" value="JOEL E WEBER"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="31842"/></p>	0																																																																																								
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th colspan="2">WWTP</th> <th colspan="2">OIC</th> </tr> <tr> <th>Basic</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td></td><td></td><td></td><td></td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td>X</td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>P</td><td>Total Phosphorus</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>L</td><td>Laboratory</td><td></td><td></td><td></td><td>X</td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td>X</td><td>NA</td><td>NA</td><td>NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2018; subclass SS is basic level only.)</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) 	Sub Class	SubClass Description	WWTP		OIC		Basic	OIT	Basic	Advanced	A1	Suspended Growth Processes	X			X	A2	Attached Growth Processes					A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural				X	A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X			X	C	Biological Solids/Sludges	X			X	P	Total Phosphorus	X			X	N	Total Nitrogen					D	Disinfection	X			X	L	Laboratory				X	U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	NA	NA	0
Sub Class			SubClass Description	WWTP		OIC																																																																																			
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SS	Sanitary Sewage Collection	X	NA	NA	NA																																																																																				
<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> One or more additional certified operators on staff <input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0																																																																																								
<p>4. Continuing Education Credits</p>																																																																																									

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: <ul style="list-style-type: none">○ Averaging 6 or more CECs per year.○ Averaging less than 6 CECs per year. Advanced Certification: <ul style="list-style-type: none">● Averaging 8 or more CECs per year.○ Averaging less than 8 CECs per year.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Tammy Demars"/></p> <p>Telephone: <input style="width: 100px;" type="text" value="715-373-6160"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 250px;" type="text" value="tdemars@cityofwashburn.org"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input type="radio"/> Yes (0 points) <input type="checkbox"/></p> <p><input checked="" type="radio"/> No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Raising rates some each year and trying to operate sewer utility more efficiently to bring back into black.</p> </div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 80px;" type="text" value="2017"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points) <input type="checkbox"/></p> <p><input type="radio"/> 3 or more years ago (20 points) <input type="checkbox"/></p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	40												
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 80px;" type="text" value="2018"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points) <input type="checkbox"/></p> <p><input type="radio"/> 3 or more years ago (20 points) <input type="checkbox"/></p> <p><input type="radio"/> N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; margin: 5px 0;"></div>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 100%;" type="text" value="150,457.89"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="150,457.89"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="387.32"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 100%;" type="text" value="150,457.89"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="150,457.89"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 100%;" type="text" value="387.32"/>	
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3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="150,457.89"/>											
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Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

<p>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -</p> <p style="text-align: right;">\$ 7,598.21</p> <p>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</p> <p style="text-align: right;">\$ 143,247.00</p> <p>All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.</p> <p>3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Withdraw of excess funds.</div> <p>3.3 What amount should be in your Replacement Fund? \$ 143,247.00</p> <p>Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.</p> <p>3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No <p>If No, please explain.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0																
<p>4. Future Planning</p> <p>4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes - If Yes, please provide major project information, if not already listed below. <input type="checkbox"/> <input type="radio"/> No <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 10%;">Project #</th> <th style="width: 60%;">Project Description</th> <th style="width: 15%;">Estimated Cost</th> <th style="width: 15%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Install VFDs on blower(s) and D.O. probe linked with SCADA in aeration basin. Replace heating boilers at plant with more efficient boilers.</td> <td style="text-align: center;">40000</td> <td style="text-align: center;">2019</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Equip aeration basin with better mixing. GIS Mapping of wastewater infrastructure.</td> <td style="text-align: center;">65000</td> <td style="text-align: center;">2020</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Upgrade marina lift station.</td> <td style="text-align: center;">60000</td> <td style="text-align: center;">2021</td> </tr> </tbody> </table>		Project #	Project Description	Estimated Cost	Approximate Construction Year	1	Install VFDs on blower(s) and D.O. probe linked with SCADA in aeration basin. Replace heating boilers at plant with more efficient boilers.	40000	2019	2	Equip aeration basin with better mixing. GIS Mapping of wastewater infrastructure.	65000	2020	3	Upgrade marina lift station.	60000	2021
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<p>5. Financial Management General Comments</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																	
<p>ENERGY EFFICIENCY AND USE</p>																	
<p>6. Collection System</p> <p>6.1 Energy Usage</p> <p>6.1.1 Enter the monthly energy usage from the different energy sources:</p> <p>COLLECTION SYSTEM PUMPAGE: Total Power Consumed</p> <p>Number of Municipally Owned Pump/Lift Stations: <input style="width: 50px;" type="text" value="3"/></p>																	

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	226	
February	229	
March	192	
April	157	
May	158	
June	200	
July	190	
August	192	
September	165	
October	168	
November	234	
December	247	
Total	2,358	0
Average	197	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Perform O&M on pumps at lift stations. Future upgrade planned on Marina lift station.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	43,650	5.10	8,559	7.07	6,174	1,745
February	44,560	4.25	10,485	7.03	6,339	1,491
March	45,240	6.08	7,441	8.09	5,592	1,253
April	39,280	10.54	3,727	8.85	4,438	889
May	38,080	8.16	4,667	9.05	4,208	199
June	40,520	12.23	3,313	9.18	4,414	50
July	34,720	6.39	5,433	8.25	4,208	11
August	50,200	6.52	7,699	10.17	4,936	15
September	50,720	7.90	6,420	7.56	6,709	229
October	40,320	11.05	3,649	10.32	3,907	651
November	41,760	8.19	5,099	5.58	7,484	1,201
December	47,240	6.34	7,451	9.11	5,186	1,381
Total	516,290	92.75		100.26		9,115
Average	43,024	7.73	6,162	8.36	5,300	760

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

New efficient boilers. VFDs on blowers for aeration basin with fixed oxygen probe for more efficient aeration.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

2019

By Whom:

Chris Groh WRWA

Describe and Comment:

Recommended new efficient boilers, VFD for blowers for aeration.

Part of the facility

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Total Points Generated	40
Score (100 - Total Points Generated)	60
Section Grade	F

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

Yes

No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

Yes

No (30 points)

N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Cleaning and televising of problem areas. Work toward I&I study of collection system. Working with State DOT on sewer upgrade project of approx. 18 blocks of Bayfield Street (HWY 13).

Did you accomplish them?

Yes

No

If No, explain:

Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

Organizational structure and positions (eg. organizational chart and position descriptions)

Internal and external lines of communication responsibilities

Person(s) responsible for reporting overflow events to the department and the public

Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer use ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 12/31/2014

Does your sewer use ordinance or other legally binding document address the following:

Private property inflow and infiltration

New sewer and building sewer design, construction, installation, testing and inspection

Rehabilitated sewer and lift station installation, testing and inspection

Sewage flows satellite system and large private users are monitored and controlled, as necessary

Fat, oil and grease control

Enforcement procedures for sewer use non-compliance

Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

Equipment and replacement part inventories

Up-to-date sewer system map

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="4"/>	% of system/year
Root removal	<input type="text" value="2"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="4"/>	% of system/year
Manhole inspections	<input type="text" value="25"/>	% of system/year
Lift station O&M	<input type="text" value="1"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="5"/>	% of system/year

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="41.2"/>	Total actual amount of precipitation last year in inches
<input type="text" value="31.0"/>	Annual average precipitation (for your location)
<input type="text" value="13"/>	Miles of sanitary sewer
<input type="text" value="3"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="2"/>	Number of basement backup occurrences
<input type="text" value="2"/>	Number of complaints
<input type="text" value="0.254"/>	Average daily flow in MGD (if available)
<input type="text" value="0.408"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.08"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.15"/>	Basement backups (number/sewer mile)
<input type="text" value="0.15"/>	Complaints (number/sewer mile)
<input type="text" value="1.6"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

I&I is significant during wet weather and snow melt events.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

<ul style="list-style-type: none">● No <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <div style="border: 1px solid black; padding: 2px;">Over average precipitation has caused more I&I events for 2018.</div> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <div style="border: 1px solid black; padding: 2px;">I&I study proposed for the near future to address issues.</div>
--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Grading Summary

WPDES No: 0022675

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	F	0	1	0
Collection	A	4	3	12
TOTALS			32	124
GRADE POINT AVERAGE (GPA) = 3.88				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Washburn City Of

Last Updated: Reporting For:
5/31/2019 2018

Resolution or Owner's Statement

Name of Governing Body or Owner:	<input type="text" value="City of Washburn Council"/>
Date of Resolution or Action Taken:	<input type="text"/>
Resolution Number:	<input type="text"/>
Date of Submittal:	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):	
Influent Flow and Loadings: Grade = A	<input type="text" value="N/A"/>
Effluent Quality: BOD: Grade = A	<input type="text" value="N/A"/>
Effluent Quality: TSS: Grade = A	<input type="text" value="N/A"/>
Effluent Quality: Phosphorus: Grade = A	<input type="text" value="N/A"/>
Biosolids Quality and Management: Grade = A	<input type="text" value="N/A"/>
Staffing: Grade = A	<input type="text" value="N/A"/>
Operator Certification: Grade = A	<input type="text" value="N/A"/>
Financial Management: Grade = F	<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 3.88	
<input type="text" value="N/A"/>	

7

At the May 13, 2019 meeting, the City Council discussed holding community forums regarding the Omaha Property. The City Administrator Kluver, Mayor Avol and Councilor Spears-Novachek have prepared information for Council discussion and action.

COMMUNITY FORUMS

GOAL: Provide an opportunity for residents of Washburn to give input on how the City should move forward on developing the Omaha Property.

OBJECTIVES:

- *to provide information on the property
- *to provide information regarding fiscal implications
- *to obtain input from residents
- *to develop recommendation(s) regarding the property that can be implemented within 1 to 2 years

STRUCTURE OF FORUMS

- *Three 2 hours sessions to be scheduled in July
- *Session 1: Information regarding the property, previous plans and ideas, fiscal considerations
- *Session 2: Facilitated discussion to gather ideas on how best to develop the property
- *Session 3: Facilitated session to identify consensus recommendations to present to the City Council

While there is no guarantee that consensus on a perfect plan will be the outcome, residents will have had an opportunity to voice their opinions and hopefully feel that they have been part of the process to figure out what can be developed on the Omaha Property.

8

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



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

To: Honorable Mayor and City Council Members
From: ^{SSK} Scott J. Kluver, Administrator
Re: Business Recruitment Activities
Date: May 29, 2019

Council member Neimes requested that the Council have a discussion on what can be done to recruit businesses and jobs to the area. To provide some context to this, he asked what does the City currently do? This memo outlines my response.

It is my belief that the role of the City is not to create jobs, but rather provide an environment for which others can engage in private employment and the employment of others, within appropriate areas of the City to help provide a health economy and tax base for the common services desired by the citizenry. The City itself is an organization that must be managed and kept healthy in order to carry out the desires of the citizens. The City, as an organization, has been struggling, and will continue to struggle, given the limitations that have been placed upon it by outside forces and the economic climate of this region.

The most powerful role of the City is to create and enforce land use regulations (zoning code). This code says what can be done where in the City. It was revised in 2017 after four years of sometimes painful debate. While not everyone agrees with every provision within it, it is my duty as the Zoning Administrator to enforce that code along with other staff that assist in that process. The new code is more complex than the previous code, and it does take more time to review various applications. The role of staff here is to help anyone looking to start a business or build in Washburn with the what where and how that is done. We try to take an integrated approach to review all aspects of zoning, utility requirements, and other types of permits that may be needed for a project.

The most powerful tool that the City has to promote economic development in the City is Tax Increment Financing (TIF). The City has two Tax Increment Districts (TIDs) that I am responsible to manage, and I consider myself to be very familiar with how TIDs work. One district is nearing the end of its life and no further expenditures except for debt payments can be made, and the other still has several years of life, but every year that passes without development diminishes the return that this tool can provide the City. This tool can help to finance projects in various ways to help make taxable projects a reality.

The City also has a façade loan program that it manages to provide no-interest loans to Bayfield Street

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

businesses to help the appearances of building exteriors. Until recently, the City also managed a business revolving loan fund to help provide gap financing to new business start-ups when banks would not provide all of the funding needed to get a business started. This program has been discontinued by the State of Wisconsin.

The City also has assets, such as vacant land that it owns, where it has attempted to solicit specific types of development in certain areas. Sometimes this has been successful, and other times it has not. The City for example did sell land to Mr. Pipgras for his new structure for his HVAC business. Recently, the City completed a land deal with Pearl Beach Construction for a new facility, and we continue to work with the Washburn Iron Works on their plans for expansion which will require relocating a City sewer main.

These tasks do take a good portion of the time of existing staff. It has been suggested that the City hire a “recruiter” for businesses. I do not believe the City has the dollars for this, and I do not believe it would be a wise investment of dollars. It is very difficult to hit a home run with a business recruiter and we would need to have consensus on what business is acceptable, and land for the business to be placed upon. The City does not currently have any industrial land that can easily be developed. The focus is currently on finding a buyer for the Brokedown building on Bayfield Street for which you will also consider an offer for at this meeting.

The Bayfield County Economic Development Corporation (BCEDC), a private non-profit group, which is largely funded by Bayfield County, does have one staff person, Cole Rabska as its Executive Director. His job largely is to help inform existing businesses of resources available to them, and to assist in the recruitment of new businesses to the area. The Bayfield County Business Park, near the intersection of US 2 and STH 13, has been a project that the BCEDC has been heavily involved with. I do remain in contact with what is going on, as I served on the BCEDC Board for 10 years, including serving two years as its president. The BCEDC has worked with a business recruitment organization, APEX, out of Duluth for several years. When I was on the board, they would assist as necessary and as we could afford, but it is not as easy as many people think. I think the Council can help by making our local businesses aware of the BCEDC and of the efforts they have been working on.

I hope this memo provides some context to the issue of economic development in the City has what the role of the City is.

9

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator ^{SK}
Re: Appointment Process for Weed Commissioner
Date: May 28, 2019

Enclosed you will see a proposed ordinance that changes the appointment of the Weed Commissioner to every year (one-year term), which is required by statutes. The statute references were also updated. I recommend approval of this ordinance.

CITY OF WASHBURN
Ordinance No. 19-005

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of June 10, 2019, for the purpose of amending Title 2, Chapter 3, Section 9 of the City's Code of Ordinances to update the appointment of a Weed Commissioner to be consistent with recent statutory changes. Ordinance § 2-3-9 shall be amended to read as follows:

1. Amend Title 2, Chapter 3, Section 9 as follows:

Sec. 2-3-9 Weed Commissioner

The Weed Commissioner shall be appointed by the Mayor, subject to Council confirmation on or before May 15 of each year. The term of the Weed Commissioner shall be for one year and shall commence upon the taking of the official oath by the Weed Commissioner. The Weed Commissioner shall hold office pursuant to and fulfill the duties set out in Wisconsin Statutes § 66.0517, as amended from time to time.

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

Attest:

Richard Avol
Mayor

Scott J. Kluver
City Clerk

Adopted: _____

Published: _____

10

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, ^{SK} City Administrator
Re: Alcohol Licensing
Date: May 29, 2019

Licensing Process Recap:

Annually in May, Alcohol License Renewal Applications (for businesses) are introduced to City Council. During the month of May, the city issues a Public Notice of the applications via the newspaper to alert interested parties. Following the Public Notice, the City Clerk will be contacted by those parties holding outstanding obligations due by any applicant; the City Clerk will investigate any delinquent obligations due the city; and the Washburn Police Department will inspect the premises of all applicants. **City Council then re-addresses the applications at the June Council Meeting for approval or denial of license renewal based on statutory and City Ordinance criteria.**

Real Estate, Personal Property, and/or Utility Bills Taxes are delinquent on: Report Date 5/29/19

Delinquent Property and Personal Property Tax - Uncle Walleyes LLC, Barbara K. Engelhard Agent, dba Patsy's Bar, Corporation Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor, 328 West Bayfield Street

Delinquent Utilities – David Nickels, dba A Nickels' Worth Bar-n-Grill, Individual Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor, 800 West Bayfield Street

Distributor Notice and/or Department of Revenue Notice: None as of Report Date 5/29/19

Licensed Premises:

Fire House, Harbor View, Stage North, Patsy's, the Snug, Superior View Golf Course, A Nickles' Worth, and DaLou's Bistro have indicated an outside or semi-enclosed area.

The Washburn Police Department has inspected all the establishments except for Checkerz Café LLC. It would appear that all other establishments meet requirements without major concern. Chief Johnson's report is enclosed.

I recommend that Council approve all alcohol licensing as presented with the exception of Patsy's Bar, A Nickles' Worth Bar-n-Grill, and Checkerz Café LLC. I would recommend Council approve the license for Patsy's Bar, A Nickles' Worth Bar-n-Grill, and Checkerz Café LLC as presented contingent that the respective delinquent taxes, utilities, and inspections are paid/occur. Please know that, should a license be denied, notice is to be provided to the applicant and the applicant is afforded a hearing process. These are business licenses and a hearing process would normally be held prior to the end of June so the establishment could be open for business under normal circumstances on July 1st.

Washburn Police Department

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

Ken Johnson
Chief of Police
(715)373-6164, EXT 106

Jeremy Clapero
Assistant Chief of Police
(715)373-6164, EXT 202

May 20, 2019

Mayor Richard Avol
City Administrator Scott Kluver
City Council Members

Dear Ladies and Gentlemen,

I have conducted an alcohol license inspection on the area businesses that hold a liquor license. I have listed each business below, along with my findings. Violations or warnings (if any) are indicated in bold print. Should you have any questions or concerns, please let me know.

Patsy's Bar	License properly displayed, framed in glass.
Fire House	License properly displayed, framed in glass.
Nickel's Worth	License properly displayed, framed in glass.
Harbor View	License properly displayed, framed in glass.
Washburn IGA	License properly displayed, framed in glass.
Holiday Station	License properly displayed, framed in glass.
Midland	License properly displayed, framed in glass.
Stage North	License properly displayed, framed in glass.
DaLou's	License properly displayed, framed in glass.
Lake Superior Golf	License properly displayed, framed in glass.
The Snug	License properly displayed, framed in glass.
Checkerz Café	Unable to inspect, left two messages that were not returned.

Sincerely,



Ken Johnson
Chief of Police

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2019 ending: 6/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of Washburn
 County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:
 Full Name(s) (Last, First and Middle Name) _____ Home Address _____ Post Office & Zip Code _____

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company _____
 Address of Corporation/Limited Liability Company (if different from licensed premises) _____
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Richard Frostman</u>	<u>2571 Junction Rd</u>	<u>Ashland WI 54806</u>
Vice President/Member	<u>Gregory Massaglia</u>	<u>9181 W Old Hwy 10</u>	<u>Saxon WI 54559</u>
Secretary/Member	<u>Pete Letzner</u>	<u>30840 Wanneba Rd</u>	<u>Washburn WI 52589</u>
Treasurer/Member	<u>Trent Allen</u>	<u>25100 Cozy Corner Rd</u>	<u>Ashland WI 54806</u>
Agent	<u>Cory Wehrman</u>	<u>68185 S Bohn</u>	<u>Fron River WI 54</u>
Directors/Managers	<u>Cory Wehrman</u>	<u>*</u>	<u>*</u>

C. 1. Trade Name Midland Services - Washburn Business Phone Number 715-215-2120
 2. Address of Premises 123 W Bayfield St Post Office & Zip Code Washburn WI 52589

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Amire Building - C-store

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
 b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? (phone (608) 288-2776) Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Trent Allen
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicant's WI Seller's Permit No. <u>456-000024111-00</u>	FEIN Number <u>037-0119230</u>
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ 110.00
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 18.00
TOTAL FEE	\$ 128.00

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/12/19</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of WASHBURN County of BAYFIELD
 City

The undersigned duly authorized officer(s)/members/managers of MIDLAND SERVICES INC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as MIDLAND SERIVCES INC
(trade name)

located at 123 W BAYFIELD ST WASHBURN WI 54891

appoints CORY WEHRMAN
(name of appointed agent)
68185 S BOHN ST IRON RIVER WI 54847
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 5

Place of residence last year 68185 South Bohn St Iron River, WI 54847

For: MIDLAND SERIVCES INC
(name of corporation/organization/limited liability company)
 By: [Signature] General Manager
(signature of Officer/Member/Manager)
 And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Cory A Wehrman
(print/type agent's name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 4-18-19 Agent's age 35
(signature of agent) (date)
68185 South Bohn St Iron River, WI 54847 Date of birth 04-05-1984
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
 (Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 5-8-2019 by [Signature] Title Chief of Police
(date) (signature of proper local official) (town chair, village president, police chief)

3 of 4

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Wehrman		Cory		A	
Home Address (street/route)		Post Office	City	State	Zip Code
68185 S Bohn St			Iron River	WI	54847
Home Phone Number		Age	Date of Birth	Place of Birth	
218-220-9790		36	4/5/1984		

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

Cory A Wehrman of Midland Services Inc - Washburn
(Office / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

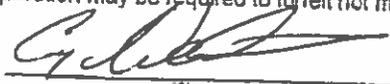
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 4 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number
 456 000024177-02

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Midland Services Inc			Federal Employer Identification No. (FEIN) 39-0119250		
Trade or Business Name (if different than Legal Name) Midland Services - Washburn			Telephone Number (715) 373 5722		
Business Address (License Location) 123 W Bayfield St		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input checked="" type="checkbox"/> Town		Business Telephone (715) 373 5722	
Municipality Washburn	State WI	Zip Code 54891	of: Washburn		County Bayfield
Mailing Address (if different than Business Address) PO Box 500			Municipality Ashland	State WI	Zip Code 54806

Organization (check one)

- Sole Proprietor
- Wisconsin Corporation - Enter date incorporated: 1931
- Partnership
- Out-of-State Corporation - Are you registered to do business in Wisconsin? Yes No
- Other (describe)

- Yes No 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-286-6701. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Trest Allen
 * (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1st 20 19
 ending June 30 20 20

TO THE GOVERNING BODY of the Town of Village of City of Washburn

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

1. The named Individual Partnership Limited Liability Company
 Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above

2. Name (individual/partners give last name, first, middle, corporations/limited liability companies give registered name): Dave Nickels

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent			
Directors/Managers			

3. Trade Name A Nickels' Worth Bar-n-Grill Business Phone Number 715 373-5421

4. Address of Premises 304 W. Bayfield St Post Office & Zip Code Washburn, WI 54891

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar building w/attached porch

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
- (b) If yes, under what name was license issued? Beth Nickels (wife)

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630 5d) before beginning business? [phone 1-877-882-3277]. Yes No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Dave Nickels
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/15/19</u>	Date reported to council / board <u>5/13/19</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

39-1784525

Applicant's WI Seller's Permit No. FEIN Number <u>436-28048363912-03</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100.00
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 450.00
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 18.00
TOTAL FEE	\$ 568.00

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Nickels		David			
Home Address (street/route)		Post Office	City	State	Zip Code
800 W. Bayfield St			Washburn	WI	54891
Home Phone Number		Age	Date of Birth	Place of Birth	
715 373-5580		59	10-25-59	Manitowish, WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

_____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 25 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Klein Specialties		2015	2018
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

David Nickels
(Signature of Named Individual)

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 06 30 2019 ending: 06 30 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } WASHBURN

County of BAYFIELD Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:
 Full Name(s) (Last, First and Middle Name) _____ Home Address _____ Post Office & Zip Code _____

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company HANSEN'S IGA, INC. PO Box 160
 Address of Corporation/Limited Liability Company (if different from licensed premises) 1800 Commercial St. Bangor WI 54614
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
 Title Name (inc. Middle Name) Home Address Post Office & Zip Code
 President/Member GREGORY J HANSEN 1320 CARDINAL STREET BANGOR WI 54614
 Vice President/Member NICHOLAS L HANSEN 1728 CASS STREET LA CROSSE WI 54601
 Secretary/Member KARI L HANSEN 1320 CARDINAL STREET BANGOR WI 54614
 Treasurer/Member _____
 Agent WENDY MAC ARTHUR
 Directors/Managers _____

C. 1. Trade Name HANSEN'S IGA Business Phone Number 715-373-5566
 2. Address of Premises 226 W BAYFIELD ST Post Office & Zip Code 54891

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 27,000 SQ FT BLDING Grocery Store Entire Bldg.
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? If yes, explain fully on reverse side Yes No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? (phone (808) 286-2776) Yes No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

[Signature]
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicant's WI Seller's Permit No.:		FEIN Number:	
456000034087003		39-1098106	
LICENSE REQUESTED			
TYPE	FEE		
<input checked="" type="checkbox"/> Class A beer	\$	110	
<input type="checkbox"/> Class B beer	\$		
<input type="checkbox"/> Class C wine	\$		
<input checked="" type="checkbox"/> Class A liquor	\$	350	
<input type="checkbox"/> Class A liquor (cider only)	\$	N/A	
<input type="checkbox"/> Class B liquor	\$		
<input type="checkbox"/> Reserve Class B liquor	\$		
<input type="checkbox"/> Class B (wine only) winery	\$		
Publication fee	\$	19.00	
TOTAL FEE	\$	478.00	

TO BE COMPLETED BY CLERK		
Date received and filed with municipal clerk <u>4/15/19</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 16-digit Sales Tax Account Number
456-0000340870-03

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) HANSEN'S IGA		Federal Employer Identification No. (FEIN) 39-1098106
Trade or Business Name (if different than Legal Name)		Telephone Number (715) 373-5566
Business Address (License Location) 226 W BAYFIELD ST		Business Telephone (715) 373-5566
Municipality WASHBURN	State WI	Zip Code 54891
Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of: WASHBURN		County BAYFIELD
Mailing Address (if different than Business Address)		Municipality BAYFIELD
		State WI
		Zip Code 54891

Organization (check one)

- Sole Proprietor
 Partnership
 Other (describe) _____
- Wisconsin Corporation - Enter date incorporated: _____
 Out-of-State Corporation - Are you registered to do business in Wisconsin? Yes No

- Yes No 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-8701. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/djs/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

[Signature]

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } Washburn

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ Chesterz Cafe LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member Owner Patrick P. Tosca 17145 Hwy D. Molen WI, 54856

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent ▶ Patrick P. Tosca 715-292-2284

Directors/Managers _____

C. 1. Trade Name ▶ Chesterz Cafe LLC Business Phone Number 715-812-1212

2. Address of Premises ▶ 901 W. Bayfield St. Post Office & Zip Code ▶ P.O. Box 513 54891

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records (Alcohol beverages may be sold and stored only on the premises described) In dining area behind bar, E bar

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 15 day of April, 20 19

James L. Dumas
(Clerk/Notary Public)

Patrick P. Tosca
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires _____

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/15/19</u>	Date reported to council/board <u>5/13/18</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of } Washburn
 Village of }
 City of }

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Lyndale Terminal, LLC
 Address of Corporation/Limited Liability Company (if different from licensed premises) 4567 American Blvd W Bloomington MN 55437-1123

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Please see attached</u>		
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Eugene Rich, Jr</u>		
Directors/Managers	<u>Please see attached</u>		

- C. 1. Trade Name Holiday Stationstore #227 Business Phone Number 715-373-2305
 2. Address of Premises 606 W Bayfield St, PO Box 183 Post Office & Zip Code Washburn WI 54891
 3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
 4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) One story concrete bldg w/main sales area, cooler and back storage room
 5. Legal description (omit if street address is given above): _____
 6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
 b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
 7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. a change of some officers--see attached Yes No
 8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
 9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 286-2776] Yes No
 10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
 11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 11th day of April, 20 19

Kathleen M. Nolan
(Clerk/Notary Public)

My commission expires January 31, 2021

James Lueth James Lueth, Assistant Secretary
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/15/19</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's WI Seller's Permit No.: <u>456000052531304</u> FE N Number: <u>41-6022418</u>	
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ 110
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>18.00</u>
TOTAL FEE	\$ <u>128.00</u>



OFFICERS AND MEMBER OF LYNDALE TERMINAL, LLC

Officers:

Timothy Alexander Miller President and Senior Vice President Global Fuels

5372 Hudson Road
Lake Wylie, SC 29710
(812)374-6096

Kathleen Kerr Cunnington Treasurer and Senior Vice President, Global Shared Services

3424 E. Equestrian Trail
Phoenix, AZ 85044
(602)728-7137

Jeffrey Charles Burrell Vice President Fuels

177 Mills Lane
Fort Mill, SC 29708
(714)330-7845

Christine Anagnostou Corporate Secretary

6630 36th Avenue
Montreal, Quebec, Canada H1T 2Z7
(514)707-8005

James William Lueth Assistant Secretary

3400 West 84th Street
Bloomington, MN 55431-1506
(952)832-9928

Richard David Johnson Vice President of Operations

970 Redwood Drive
Apple Valley, MN 55124
(952)431-2401

Sole Member:

Holiday Stationstores, LLC
4567 American Blvd W
Bloomington, MN 55437-1123
(952)830-8700
FEIN: 41-0880942

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Lueth		James		William	
Home Address (street/route)		Post Office	City	State	Zip Code
3400 West 84th St			Bloomington	MN	55431-1506
Home Phone Number		Age	Date of Birth	Place of Birth	
(952)832-9928		53	10/5/1965	Edina, MN	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Officer of Lyndale Terminal, LLC

(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

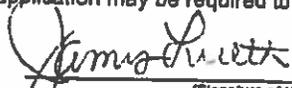
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? N/A
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. Please see attached
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Holiday Stationstores, LLC	4567 American Blvd W Bloomington MN 55437-1123	June 2013	Present
Employer's Name	Employer's Address	Employed From	To
TCF National Bank	Minneapolis, MN	March 2010	June 2013

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


James Lueth, Assistant Secretary

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
JOHNSON		RICHARD		DAVID	
Home Address (street/route)		Post Office	City	State	Zip Code
970 REDWOOD DRIVE			APPLE VALLEY	MN	55124
Home Phone Number		Age	Date of Birth	Place of Birth	
952-431-2401		61	03/04/1958	FERGUS FALLS, MN	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **Individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- OFFICER** of **LYNDALE TERMINAL, LLC**
- (Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? N/A
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. PLEASE SEE ATTACHED
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
EMPLOYED BY HOLIDAY	/LYNDALE TERMINAL 40+ YRS		
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number
456000052531304

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Lyndale Terminal, LLC			Federal Employer Identification No. (FEIN) 41-6022418	
Trade or Business Name (if different than Legal Name) Holiday Stationstore #227			Telephone Number (952)830-8700	
Business Address (License Location) 606 W Bayfield St		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone (715)373-2305
City Washburn	State WI	ZIP Code 54891-0183	County Bayfield	
Mailing Address (if different than Business Address) 4567 American Blvd W		City Bloomington	State MN	ZIP Code 55437-1123

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____
 Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO
 Other (describe) a Minnesota LLC

- YES NO 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- YES NO 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- YES NO 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- YES NO 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (SmokeCheck.org)
- YES NO 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- YES NO 6. Does the applicant understand that they may not sell single cigarettes?
- YES NO 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- YES NO 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

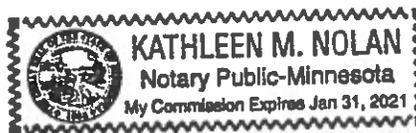
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 11th day of April, 2019
Kathleen M. Nolan
(Clerk / Notary Public)

James Lueth
(Office of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
James Lueth, Assistant Secretary

My commission expires January 31, 2021



RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2019 ending: 6/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of Washburn

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company StageNorth LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member John Weinel 11721 Osprey Ave. S. Hastings, MN 55033

Vice President/Member Ana Weinel same

Secretary/Member _____

Treasurer/Member _____

Agent Robert Adams

Directors/Managers Robert Adams

C. 1. Trade Name Stage Door Bar Business Phone Number 715-373-1194

2. Address of Premises 123 W. Omaha St. Post Office & Zip Code Washburn, Wis 5489

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Stage Door Bar, Patio Deck, Theater, Upstairs lobby, Kitchen, Basement, Stage

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 11 day of APRIL 2019

Chelsey F. Bierstedt
(Clerk/Notary Public)

Chelsey F. Bierstedt
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
 NOTARY PUBLIC - MINNESOTA
 MY COMMISSION EXPIRES 01/31/2021
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
(Member/Manager of Limited Liability Company if Any)

My commission expires 01-31-2023

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/12/2019</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's WI Seller's Permit No. / FEIN Number <u>456000015312003 39-1984532</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>18.00</u>
TOTAL FEE	\$ <u>568.00</u>

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-19 ending: 6-30-20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } Washburn

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:
 Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company DAUSON INC.
 Address of Corporation/Limited Liability Company (if different from licensed premises) _____
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
 Title Name (Inc. Middle Name) Home Address Post Office & Zip Code
 President/Member Harlan J Guske Washburn 160 54891
 Vice President/Member _____
 Secretary/Member _____
 Treasurer/Member _____
 Agent Harlan Guske
 Directors/Managers _____

C. 1. Trade Name Firehouse Bar Business Phone Number 715-373-5780
 2. Address of Premises 10 West Bayfield St Post Office & Zip Code PO Box 160 54891

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described) ONE STORY BRICK BUILDING WITH BASEMENT
5. Legal description (omit if street address is given above) SMOKE ROOM WITH FENCED IN BEE GARDEN
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 20 day of March, 2019
[Signature]
Clerk/Notary Public
 My commission expires 1-10-22

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>3-20-19</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's WI Seller's Permit No. FEIN Number <u>956-0000 440530-03 39179 2882</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>18.00</u>
TOTAL FEE	\$ <u>568.00</u>

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2019 ending: 6/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the Town of Village of City of } Washburn

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) _____ Home Address _____ Post Office & Zip Code _____

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Washburn Development Property LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) 2052 85th AVE DRESSER, WI 54009

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title _____ Name (Inc. Middle Name) _____ Home Address _____ Post Office & Zip Code _____

President/Member Jeffrey Robert Mobley 2052 85th AVE Dresser WI 54009

Vice President/Member Michael Charles Anderson 39 CRYSTAL STAR PRAIRIE, WI 54026

Secretary/Member _____

Treasurer/Member _____

Agent Jeffrey Robert Mobley

Directors/Managers _____

C. 1. Trade Name The Harbor View Business Phone Number 715 373 5492

2. Address of Premises 130 W Harbor View Drive Post Office & Zip Code Washburn, 54891

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records (Alcohol beverages may be sold and stored only on the premises described.) 1 story bldg. basement/ patio

5. Legal description (omit if street address is given above) _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

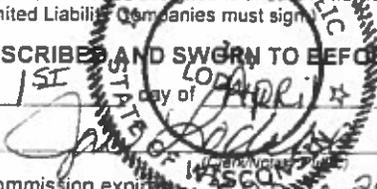
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Individual applicants and each member of a partnership applicant must sign, corporate officer(s) members/managers of Limited Liability Companies must sign.

SUBSCRIBED AND SWORN TO BEFORE ME

this 15 day of April, 2020



Jeffrey Robert Mobley
 (Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

My commission expires 6/30/2020

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/1/19</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's WI Seller's Permit No. FEIN Number	
<u>456-10393147002 81-4417452</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>18.00</u>
TOTAL FEE	\$ <u>568.00</u>

20-499867

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

Applicant's WI Seller's Permit No. 456-0002932055-02 FEJL Number 1

LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100.00
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 450.00
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 13.00
TOTAL FEE	\$ 563.00

For the license period beginning: 07/1/2019 ending: 6-30-2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of WASHBURN

County of Bay Field Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company Corporation/Nonprofit Organization

Complete A or B. All must complete C.

- A. Individual or Partnership:
- Full Name(s) (Last, First and Middle Name) _____ Home Address _____ Post Office & Zip Code _____
- B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Uncle Walleye LLC dba Patsys Bar
 Address of Corporation/Limited Liability Company (if different from licensed premises) 77905 Washington Ave, Washburn WI
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
- | Title | Name (Inc. Middle Name) | Home Address | Post Office & Zip Code |
|-----------------------|----------------------------|---|------------------------|
| President/Member | <u>George W Engelhard</u> | <u>77905 Washington Ave Washburn WI</u> | <u>54891</u> |
| Vice President/Member | <u>Barbara K Engelhard</u> | <u>77905 Washington Ave Washburn WI</u> | <u>54891</u> |
| Secretary/Member | <u>Barbara K Engelhard</u> | | |
| Treasurer/Member | <u>Barbara K Engelhard</u> | | |
| Agent | <u>Barbara K Engelhard</u> | | |
- Directors/Managers _____
- C. 1. Trade Name Patsys Bar Business Phone Number 715-373-5792
 2. Address of Premises 328 W. Bayfield St Post Office & Zip Code WASHBURN, WI 54891
 3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
 4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records (Alcohol beverages may be sold and stored only on the premises described.) wood side porch, smoking area + beer garden
 5. Legal description (omit if street address is given above): Block 35, lots 1, 2, 3 entire building
 6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
 b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
 7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
 8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
 9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
 10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
 11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 11 day of April, 2019

Sammy J. DeMaio
(Clerk/Notary Public)

Barbara Engelhard
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

Barbara Engelhard
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

My commission expires _____

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/11/19</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/19 ending: 06/30/20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } Washburn

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company The Snug, LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) PO

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code
 President/Member Pres. Daniel T. Doman 302 E 3rd St Washburn 54891

Vice President/Member _____
 Secretary/Member _____

Treasurer/Member Kristin Doman 302 E 3rd St Washburn WI 54891

Agent Kristin Doman 302 E 3rd St Washburn 54891

Directors/Managers Daniel Doman 302 E 3rd St Washburn 54891

C. 1. Trade Name The Snug Business Phone Number 715 373 0338

2. Address of Premises 308 W. Bayfield St Post Office & Zip Code Washburn 54891

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) single story pub/restaurant with a beer garden & basement storage

5. Legal description (omit if street address is given above) _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s) if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 10 day of April, 2019

[Signature]
(Clerk/Notary Public)

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

My commission expires June 14 2019

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/10/2019</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's WI Seller's Permit No. <u>EEA</u> Number <u>4561627722043</u> <u>154364902</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>10.00</u>
TOTAL FEE	\$ <u>560.00</u>

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning 07-01-2019 ending 06-30-2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } Washburn

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Naturally Superior Inc.
 Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Dale Arden Brevak</u>	<u>74035 Ondocagon Rd</u>	<u>Washburn WI 54891</u>
Vice President/Member	<u>Derek Jon Brevak</u>	<u>8292 Hwy 50</u>	<u>Marshfield WI 54449</u>
Secretary/Member	<u>Doreen Marie Brevak</u>	<u>74035 Ondocagon Rd</u>	<u>Washburn WI 54891</u>
Treasurer/Member	<u>Dana Ingrid Hudson</u>	<u>234 Blue Sky Dr</u>	<u>Glenwood City, WI 54013</u>
Agent	<u>Dale Arden Brevak</u>		
Directors/Managers	<u>Doreen Marie Brevak</u>		

C. 1. Trade Name Lake Superior View Golf Business Phone Number 715-373-1100 / 0393

2. Address of Premises 950 Co. Hwy C Post Office & Zip Code Washburn, WI 54891

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Clubhouse - Cart - 211 golf course property

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 11 day of April, 2012

Jerry J. Demas
(Clerk/Notary Public)

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

My commission expires _____

[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/11/12</u>	Date reported to council/board <u>5/13/12</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-19 ending: 6-30-20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } WASHBURN

County of Bayfield Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
 ▶ Stensvad Lois J. 524 WASHINGTON AVE PO BOX 677-54891
Hanson Dale G. SAME AS ABOVE " "

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ DALOU'S BISTRO

Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ 310 WEST BAYFIELD STREET

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>DALE G. HANSON</u>	<u>524 WASHINGTON AVE</u>	<u>PO BOX 677 54891</u>
Vice President/Member	<u>LOIS J. STENSVAD</u>	" "	" "
Secretary/Member			
Treasurer/Member			
Agent ▶	<u>Dale G. Hanson</u>		
Directors/Managers	<u>LOIS STENSVAD & Dale Hanson</u>		

- C. 1. Trade Name ▶ Dalou's BISTRO Business Phone Number 715-373-1125**
2. Address of Premises ▶ 310 West Bayfield Street Post Office & Zip Code ▶ PO BOX 677
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) dining room / deck / eatery / storage area
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s) if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s) members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 1st day of April, 2019

Kay Bralley
(Clerk/Notary Public)

Lois Stensvad
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
Dale Hanson
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

My commission expires 1-10-22

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-1-19</u>	Date reported to council/board <u>5/13/19</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's WI Seller's Permit No. FEIN Number <u>4561076567583-03</u> <u>26-3901851</u>	
LICENSE REQUESTED ▶	
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100.00</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>18.00</u>
TOTAL FEE	\$ <u>218.00</u>

BARTENDERS

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

Approved 5/14/18 #20-01 thru #20-07	Approved 6/11/18 #20-08 thru #20-14	Provisional Approved 6/7/18 #20-15 expires 8/6/18	Provisional Approved 6/18/18 #20-16 Thru #20-31 6/18/18 expire 8/17/18.		Provisional Approved 6/20/18 #20-32 expires 8/19/18.	Provisional Approved 6/21/18 #20-33 & #20-34 expire 8/20/18.	
Approved 7/9/18 #20-15 thru #20- 34.	Provisional Approved 7/4/18 #20-35 & #20-36 expire 9/2/18.	Provisional Approved 7/5/18 #20-37 & #20-38 expire 9/3/18.	Provisional Approved 7/20/18 #20-39 thru #20-41 expire 9/18/18		Approved 8/20/18 #20-35 thru #20- 41.	Provisional Approved 8/14/18 #20-42 expires 10/13/18.	
Provisional Approved 8/21/18 #20-43 expires 10/20/18.	Approved 9/10/18 #20-42 & #20-43	Provisional Approved 9/27/18 #20-44 & #20-45 expire 11- 26-18	Provisional Approved 9/28/18 #20-46 expires 11/27/18		Provisional Approved 10/9/18 #20-47 & #20-48 expires 12/8/18	Provisional Approved 10/26/18 #20-49 expires 12/25/18	
Approved 11/12/18 #20-44 thru #20-49	Provisional Approved 12/7/18 #20-50 expires 2/5/19	Approved 1/14/19 #20-50	Provisional Approved 1/25/19 #20-51 expire 3/26/19		Provisional Approved 1/28/19 #20-52 expires 3/29/19	Approved 2/11/19 #20-51 & #20-52	
Provisional Approved 1/31/19 #20-53 expires 4/1/19	Provisional Approved 2/9/19 #20-54 expires 4/10/19	Approved 3/11/19 #20-53 & #20-54	Provisional Approved #20-55 3/22/19 expires 5/21/19		Approved 4/8/19 #20-55	Provisional Approved 3/28/19 #20-56, #20-57 & #20-58 expire 5/27/19	
Provisional Approved 4/16/19 #20-59 expires 6/15/19	Provisional Approved 4/25/19 #20-60 expires 6/23/19	Provisional Approved 4/29/19 #20-61 expires 4/28/19	Approved 5/13/19 #20-56 thru #20-61.		Provisional Approved 5/13/19 #20-62 expires 7/12/19	Provisional Approved 5/15/19 #20-63 & #20-64 expire 7/14/19	
Pending Approvql 6/10/19 #20-62 thru #20-64							P I C K E D
LAST NAME	FIRST NAME	MIDDLE NAME	MAIDEN OR PREVIOUS NAME	P A I D	PLACE OF BUSINESS	RENEWAL OR NEW LICENSE	U P
Kelly	Bridget	Marie		X	Patsy's Bar	Renewal #20-01	X
Yonan	Steven	Michael		X	Patsy's Bar	Renewal #20-02	X
Waite	Maria	Magdalena		X	Roaming	Renewal #20-03	X
Dunham	William	Clarence		X	Midland	Renewal #20-04	X
Holman	Eric	Alan		X	Holiday	Renewal #20-05	X
Gibb	Joseph	Claus		X	A Nickel's Worth	Renewal #20-06	X
Berg	Patricia	Jeanne		X	Roaming	Renewal #20-07	X
Swiston	Jeffrey	Joseph		X	Roaming	Renewal #20-08	X
Doris	Michelle	Elizabeth		X	Roaming	Renewal #20-09	X
McCreery	Sara	Elizabeth		X	Roaming	Renewal #20-10	X
Kitzmilller	David	Michael		X	Firehouse Bar	Renewal #20-11	X
Wygonik	Rebecca	Ann		X	Roaming	Renewal #20-12	X
Krysh	Jeffrey	Peter		X	The Snug	Renewal #20-13	X

Ritter	Jason	Earl		X	South Shore Brew	Renewal #20-14	X
Kozitaz	Jill	M	Wedge	X	Midland Services	Provisional #20-15 New #20-15	X X
McGee	Nicholas	Tracy		X	South Shore Brew	Provisional #20-16 New #20-16	X X
Vitek	Nicholas	Alan		X	Holiday	Provisional #20-17 New #20-17	X X
Hill	Ann	Marie	Huybrecht	X	Roaming	Provisional #20-18 New #20-18	X X
Ledin, Jr.	James	Marlin		X	Roaming	Provisional #20-19 New #20-19	X X
Warren	Marion	Lee	Simonson	X	Roaming	Provisional #20-20 New #20-20	X X
Johnson	Audra	Marie	Jack-Martin	X	Hanson IGA	Provisional #20-21 New #20-21	X X
Arnao	Ethan	Errett		X	Hanson IGA	Provisional #20-22 New #20-22	X X
Potter	Donna	Marie	Wallner	X	Hanson IGA	Provisional #20-23 New #20-23	X X
Sorenson	Linda	Marie	Jergenson	X	Hanson IGA	Provisional #20-24 New #20-24	X X
Stegemann	Graham			X	Hanson IGA	Provisional #20-25 New #20-26	X X
Kolonko	Donna	Jean	Tarazewicz	X	Hanson IGA	Provisional #20-26 New #20-26	X X
Danula	Gloria	Ruth		X	Hanson IGA	Provisional #20-27 New #20-27	X X
Terry	Nicholas	Elton		X	Hanson IGA	Provisional #20-28 New #20-28	X X
Bratley	Georgeanne	Kay		X	Roaming	Provisional #20-29 New #20-29	X X
Nickels	Chase	Douglas-Paul		X	Roaming	Provisional #20-30 New #20-30	X X
Sorenson	Katherine	Lyn		X	Patsy's	Provisional #20-31 New #20-31	X X
Day	Hannah	Rachelle		X	Hansen's IGA	Provisional #20-32 New #20-32	X X
McGrath	Mary	A		X	WashburnChamber	Provisional #20-33 New #20-33	X X
Viater	Emily	Ann		X	Midland Services	Provisional #20-34 New #20-34	X X
Pearson	Kenneth	William		X	South Shore Brew	Provisional #20-35 New #20-35	X X
Bobby	Barnes	Maveety II		X	South Shore Brew	Provisional #20-36 New #20-36	X X
Doucette	Eva	Marie		X	Hansen's IGA	Provisional #20-37 New #20-37	X X
Nye	Hayley	Jo		X	Hansen's IGA	Provisional #20-38 New #20-38	X X
Mashlan	Randy	Edward		X	Roaming	Provisional #20-39 New #20-39	X X
Holmquist	Kristine	Marie		X	Holiday	Provisional #20-40 New #20-40	X X
Lee	Susan	Claudia		X	Roaming	Provisional #20-41 New #20-41	X X
Sunie	Angelika-Noel	Rae		X	Hansen's IGA	Provisional #20-42 New #20-42	X X

Hyde	Paula	Jean		X	Roaming	Provisional #20-43 New #20-43	X X
Defoe	Debra	Rae		X	Hansen's IGA	Provisional #20-44 New #20-44	X X
Brown	Kelly	Jean		X	Hansens IGA	Provisional #20-45 New #20-45	X X
Hammel	Jordan	William		X	Patsy's	Provisional #20-46 New #20-46	X X
Ispen	Laurel	Erin		X	Patsy's	Provisional #20-47 New #20-47	X X
Kellerhuis	Tina	Marie		X	A Nickel's Worth	Provisional #20-48 New #20-48	X X
Nuutinen	Presley	Mae		X	Roaming	Provisional #20-49 New #20-49	X X
Andrews	Jesse	David		X	Hansen's IGA	Provisional #20-50 New #20-50	X X
Beuttenmueller	Benjamin	Otto		X	Midland	Provisional #20-51 New #20-51	X X
Torres	William	Joel Allan		X	Midland	Provisional #20-52 New #20-52	X X
Pajala	Cole	Avery		X	Midland	Provisional #20-53 New #20-53	X X
Geyer	Rebecca	Marie	Blaha	X	Patsy's	Provisional #20-54 New #20-54	X X
Goodrich	Jordon	Ronald		X	Holiday	Provisional #20-55 New #20-55	X X
Parks	Michael	Allen		X	Hansen's IGA	Provisional #20-56 New #20-56	X X
Garz	Rachel	Michelle		X	Hansen's IGA	Provisional #20-57 New #20-57	X X
Defoe	Lindsey	Lee		X	Holiday	Provisional #20-58 New #20-58	X X
Ekholm	Donald	Gene		X	Lk SupGolfCourse	Provisional #20-59 New #20-59	X X
Wehrman	Cory	Andrew			Midland Services	Provisional #20-60 New #20-60	X X
Thewis	Raquel	Lee		X	LkSupGolfCourse	Provisional #20-61 New #20-61	X X
Al-Bahrani	Tonia	Kay		X	LkSupGolfCourse	Provisional #20-62 New #20-62	X
Benecke	Shannon	Rose		X	Midland Services	Provisional #20-63 New #20-63	X
Torres	Clay	Michael		X	Midland Services	Provisional #20-64 New #20-64	X