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
- 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
- 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
- Reconsideration of, and 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
  - 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
- Discussion & Action on Resolution #19-007 Approving the 2018 Compliance Maintenance Annual Report for the Sewer Utility
- Discussion & Action on Planning Process for Omaha Street Property Available for Development
- Discussion & Action on Business Recruitment Activities
- Discussion & Action on Ordinance 19-005 Amending the Appointment of a Weed Commissioner
- Alcohol Licensing Matters –
  - 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

The City of Washburn is an equal opportunity provider, employer, and lender.
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, 33440 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 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 unanimously.

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 Kluser 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 unanimously. 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 plat ted. 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 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 budgeted 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 Tulowitzyk. 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 VFD 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. Tulowitzyk 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
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.
Dear Mr. Mayor Avol and City Council,

We, the Washburn Girl Scout 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. It 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 Girl Scout Troop Leader
Dear City Council,

My name is Addi Warren, and I want to talk to you about the sidewalk on Washington Avenue. It's really broken up and we 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
ages 8
Dear Mr. Aval and city council,

My Girl scout trip would like to fix the sidewalks. You can't ride your bike, roller blades, pusha stroller, or yes car carely walk without tripping. You have to go or the RODE and that is DANGEROUS! I was wondering if you could help fix it?

From,
Amelia Thomas
By Eisa Shafstall  Dear Mr. Ard,

I'm writing to get on the meeting agenda. I want to talk about the sidewalk. Can we fix Washington Street sidewalk. The sidewalk is... jagged, grass, bumpy, and curvy. Ed is not using riding my bike. Because I can tip easily in the jagged and bumpy spots. This is not safe. Because I can get hurt. Riding upon down the Alley curb I can fall. Bothway this is not safe either. On the finally sidewalk I get stuck. My mom has problems pushing the stroller on the side walk. My sis also has problems with her walking. Weak walking. People could 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, safer sidewalk to use.

Thank you.

Eisa Shafstall
Age 7.5 yrs
I think we should weeds the sidewalk because people keep on falling and it is not safe at all. Some boy fell and skinned his knee he cried a lot, and I asked are you okay he said yes but I went and sat a techer so he could get help. Lily Ilah
April 17, 2019

Dear Mr. Avala,

My name is Oona. 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,
Oona Stags
from Lalia Schwantes

Washington Ave. Alley 8th to 4th + 5th looking South

Washington Ave. edge of driveway on north half of block

Washington Ave. Alleyway north of Library
when I ride my bike, I fall and get stuck in the cracks. I want them to fix it. Other people might fall and too. The cracks on the sidewalk are 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.

Irene
Age 5.5 yrs.
April 17, 2019

Dear Mr. Avols,

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

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.
(c) **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.
To: Honorable Mayor and City Council Members

From: 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,
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 City of Washburn Common Council urges the United States Congress to pass H.R. 763 without delay; and

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

Adopted by the Common Council for the City of Washburn, Wisconsin this 10th Day of June, 2019.

Richard Avol, Mayor
STATE OF WISCONSIN  )
) COUNTY OF BAYFIELD  )

I hereby certify that the foregoing resolution is a true, correct and complete copy of a Resolution #19-006 duly and regularly adopted by the Common Council for the City of Washburn on the 10th day of June, 2019 and that said resolution has not been repealed or amended, and is now in full force and effect.

Scott J. Kluver, City Clerk
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: <jfsilbert@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 Dividends 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  
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)**

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 non-emitting 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.
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

Bengt Holmström
Nobel Laureate Economist

Alvin Roth
Nobel Laureate Economist

Robert Aumann
Nobel Laureate Economist

Glenn Hubbard
Former Chair of CEA

Thomas Sargent
Nobel Laureate Economist

Martin Baily
Former Chair of CEA

Daniel Kahneman
Nobel Laureate Economist

Myron Scholes
Nobel Laureate Economist

Ben Bernanke
Former Chair of Federal Reserve
Former Chair of CEA

Alan Krueger
Former Chair of CEA

Amartya Sen
Nobel Laureate Economist

Michael Boskin
Former Chair of CEA

Finn Kydland
Nobel Laureate Economist

William Sharpe
Nobel Laureate Economist

Angus Deaton
Nobel Laureate Economist

Edward Lazear
Former Chair of CEA

Robert Shiller
Nobel Laureate Economist

Peter Diamond
Nobel Laureate Economist

Robert Lucas
Nobel Laureate Economist

George Shultz
Former U.S. Treasury Secretary

Robert Engle
Nobel Laureate Economist

N. Gregory Mankiw
Former Chair of CEA

Christopher Sims
Nobel Laureate Economist

Eugene Fama
Nobel Laureate Economist

Eric Maskin
Nobel Laureate Economist

Robert Solow
Nobel Laureate Economist

Martin Feldstein
Former Chair of CEA

Daniel McFadden
Nobel Laureate Economist

Michael Spence
Nobel Laureate Economist

Jason Furman
Former Chair of CEA

Robert Merton
Nobel Laureate Economist

Lawrence Summers
Former U.S. Treasury Secretary

Alan Greenspan
Former Chair of Federal Reserve
Former Chair of CEA

Roger Myerson
Nobel Laureate Economist

Richard Thaler
Nobel Laureate Economist

Austan Goolsbee
Former Chair of CEA

Edmund Phelps
Nobel Laureate Economist

Laura Tyson
Former Chair of CEA

Lars Peter Hansen
Nobel Laureate Economist

Christina Romer
Former Chair of CEA

Paul Volcker
Former Chair of Federal Reserve

Oliver Hart
Nobel Laureate Economist

Harvey Rosen
Former Chair of CEA

Janet Yellen
Former Chair of Federal Reserve
Former Chair of CEA
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](http://energyinnovationact.org) to learn more about the Energy Innovation & Carbon Dividend Act.

Support the Bill
Go to [cclusa.org/energy-innovation-act](http://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
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To: Honorable Mayor and City Council Members

From: Scott J. Kluver, 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 Monkelien 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.

The City of Washburn is an equal opportunity provider, employer, and lender.
LICENSEE DRAFTING THIS OFFER ON      May 22, 2019       [DATE] IS (AGENT OF BUYER)

AGENCY OF SELLER/LISTING BROKER (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS: The Buyer, Aventure Vivante, Nathan Monkelien, and/or assigns

Offers to purchase the property known as [Street Address] 204 W Bayfield St and tax
id: 36604 in the City of Washburn, County of Bayfield, Wisconsin

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

PURCHASE PRICE: Ten Dollars ($10.00)

EARNST MONEY OF $陪伴 this Offer and earnest money of $1,000.00 will be

mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

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

INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Offer

not excluded at lines 20-22, and the following additional items:

NOT INCLUDED IN PURCHASE PRICE:

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

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

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

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

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

secondary offers after binding acceptance of this Offer.

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

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

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

(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

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

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

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

Sellers' fax number: ( ) Buyer's fax number: ( )

(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
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
line 47 or 48.

(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
recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

Delivery address for Sellers:

Delivery address for Buyer:

(5) (6) 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
consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

electronic signatures in the transaction, as required by federal law.

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

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

PERSONAL DELIVERY/ACTUAL RECEIPT: Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

to, or Actual Receipt by, all Buyers or Sellers.
PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated __________, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

CLOSING: This transaction is to be closed no later than ______________ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

[ ] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

[ ] Current assessment times current mill rate (current means as of the date of closing)

[ ] 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 known, multiplied by current mill rate (current means as of the date of closing)

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

[ ] 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 the year of closing, with Buyer and Seller each owning his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill 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 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 estate brokers in this transaction.

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 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 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY: If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) 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, are ____________________________________________.

ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than __________ days before closing, estoppel letters dated within __________ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

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

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

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

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

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

☐ APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: one ADA compliant unit on ground floor, or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within ___________ days of acceptance of this Offer.

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

☐ LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, a: □ rezoning; □ conditional use permit; □ license; □ variance; □ building permit; □ occupancy permit; □ other _______________ (CHECK ALL THAT APPLY), for the Property for its proposed use described 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 significantly increase the cost of Buyer's proposed use, all within ___________ days of acceptance.

☐ MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a: a survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within ___________ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of ___________ acres, maximum of ___________ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _______________ [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

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

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 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions 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 void.

☐ DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within ___________ days of acceptance: [CHECK THOSE THAT APPLY, STRIKE AS APPROPRIATE]

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

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

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

☐ Rent roll.

☐ Other _______________

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

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

☐ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ___________ days of the earlier of 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
contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

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

- **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:
  
a. Defects in structural components, e.g. roof, foundation, basement or other walls.

b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.

c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.

d. Defect or contamination caused by unsafe concentrations of or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.

e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained.

g. Nonconforming structures or uses, conservation easements, rights-of-way,

h. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

i. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

j. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

k. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

l. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

m. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

n. Portions of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

o. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

p. Encroachments, easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, driveways, signage or other shared usages; or leased parking.

q. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

r. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or Archaeological artifacts on the Property.

s. 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 of a use-value conversion charge has been deferred.

t. 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 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.

u. A pier is attached to the Property that is not in compliance with state or local pier regulations.

v. Government investigation or private assessment/audit (of environmental matters) conducted.

- **DEFECTS:** "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.

(Definitions Continued on page 6)
IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

☐ FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written Conventional

[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within ____________ days of acceptance of this 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, amortized over not less than 30 years. Initial monthly payments of principal and interest shall not exceed $ 2,684.11. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed __________ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OR 239.

☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed ________________ %.

☐ ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed ________________, %, The initial interest rate shall be fixed for __________ months, at which time the interest rate may be increased not more than ____________ % per year. The maximum interest rate during the mortgage term shall not exceed ________________ %.

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

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

BUYER’S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to 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 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer’s financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer’s written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of 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 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 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 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer’s credit worthiness for Seller financing.

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES: Closing shall occur within 15 days of lenders’ commitment to provide financing.

Purchase is contingent upon the inclusion of the vacant lot immediately east of the subject property (tax id: 36604).

Purchase contingent upon city approval of one ground floor residential unit being permitted in order to comply with ADA accessibility guidelines.

Kevin Porter is a licensed real estate agent in the state of Wisconsin.
DEFINITIONS CONTINUED FROM PAGE 4

- **ENVIRONMENTAL SITE ASSESSMENT**: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) 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 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 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (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 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 including the National Priorities List, the Department of Nature Resources’ (DNR) Registry of Waste Disposal Sites, the DNR’s Contaminated Lands Environmental Action Network, and the DNR’s Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials “Standard Practice for Environmental Site Assessments”), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 478.

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

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

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

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

- **EARNEST MONEY**: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property 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.

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

- **DISBURSEMENT**: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from 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 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after 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 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; 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 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

- **LEGAL RIGHTS/SAFETY**: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. 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 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting 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 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.
TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if 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 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed 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 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

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

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) [STRIKE ONE] ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than ____________ days after acceptance ("15" if left blank), showing title to the 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 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within ____________ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding ____________ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver 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 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ENVIRONMENTAL EVALUATION CONTINGENCY: This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 289-302), at (Buyer's) (Seller's) expense [STRIKE ONE] ("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 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ____________ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

1. Sue for specific performance; or
2. Terminate the Offer and request the return of the earnest money. Sue for actual damages or both.

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

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

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.

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

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

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

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

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 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 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 to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of 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 is damaged in an amount not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to 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 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 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 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, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

INSPECTIONS AND TESTING: Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for 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 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 materials. Seller agrees to allow Buyer’s inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller’s authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

Buyer agrees to promptly restore the Property to its original condition after Buyer’s inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
X] INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
a qualified independent inspector or qualified independent third party performing an inspection of

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

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

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

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 45 days of delivery of
the written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
objects (Notice of Defects).

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

[ ] 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
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
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
work done within 3 days prior to closing. This Offer shall be null and void if Buyer refuses timely delivery of the Notice of Defects and written
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
cure (or (b) Seller does not timely deliver the written notice of election to cure.

[ ] CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at

, no later than . If Seller accepts a bona fide secondary offer,

Buyer 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
Contingency and

[ ] ADDENDA: The attached is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] on 05/23/2019

Kevin Porter, Anthony Jennings and Crew Real Estate

Aventure Vivante

05/24/2019 10:28 AM CDT

Kevin Porter, Managing Member

Buyer/Authorized Signature □ Print Name/Title Here ▶ Kevin Porter, Managing Member Date ▲

05/24/2019 11:12 AM CDT

Nathan Monkkelion

Buyer/Authorized Signature □ Print Name/Title Here ▶ Nathan Monkkelion Date ▲

Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

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

Seller Entity Name (if any):

(X) Seller/Authorized Signature □ Print Name/Title Here ▶ Date ▲

(X) Seller/Authorized Signature □ Print Name/Title Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] on at a.m./p.m.

This Offer is rejected [See attached counter] ▲

Seller Initials ▲ Date ▲
THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 204 W Bayfield St IN THE __________________________ (CITY) (VILLAGE) (TOWN) OF __________________________, COUNTY OF __________________________, STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY AS OF ______________ (MONTH) ______________ (DAY) ______________ (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 explain 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

B1. Are you aware of defects in the roof? YES NO N/A
B2. Are you aware of defects in the electrical system? YES NO N/A
B3. Are you aware of defects in part of the plumbing system? YES NO N/A
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting? YES NO N/A
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)? YES NO N/A
B6. Are you aware of defects in any structure or structural components on the property (including walls)? YES NO N/A
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property? YES NO N/A
B8. Are you aware of rented items located on the property or items attached to or closely associated with the property? YES NO N/A
B9. Explanation of “yes” responses: ___________________________________________________________
### C. ENVIRONMENTAL

<table>
<thead>
<tr>
<th>C1. Are you aware of the presence of unsafe levels of mold?</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>C9. Explanation of &quot;yes&quot; responses: An environmental report is available on the property. There is activity noted in the report.</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

### D. STORAGE TANKS

<table>
<thead>
<tr>
<th>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?</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

### E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

<table>
<thead>
<tr>
<th>E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>E2. Are you aware that remodeling was done that may increase the property's assessed value?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>E3. Are you aware of pending special assessments?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>E5. Are you aware of any proposed construction of a public project that may affect the use of the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>E8. Explanation of &quot;yes&quot; responses: Roof was replaced.</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

### F. LAND USE

<table>
<thead>
<tr>
<th>F1. Are you aware of any zoning code violations with respect to the property?</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreline zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>F4. Are you aware of conservation easements on the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>F5. Are you aware of restrictive covenants or deed restrictions on the property?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

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City of Washburn
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 shoreline zoning ordinances?

F8. Use Value.
   a. Are you aware of all or part of the property having been assessed as agricultural land under Ws. Stat. s. 70.32 (2j) (use value assessment)?
   b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Ws. Stat. s. 74.485 (2))
   c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Ws. Stat. s. 74.485 (4))

F9. Is all or part of the property subject to or in violation of a farmland preservation agreement?

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?

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.)

F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property?

F13. Are you aware there is not legal access to the property?

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.

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/wetlands for more information.

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.wisconsinhistory.org/burial-information.)

F17. Explanation of “yes” responses

G. ADDITIONAL INFORMATION

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?

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?

G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?

G4. Are you aware of a joint well serving the property, including any defect related to a joint well serving the property?

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?

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.)

G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?

G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?

G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use?

G10. Are you aware of leased parking?

G11. Are you aware of other defects affecting the property?

G12. The owner has owned the property for 7 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 Waukesha  
**Name & Title of Authorized Representative Signing for Entity:**  
**Authorized Signature for Entity:**

<table>
<thead>
<tr>
<th>Owner</th>
<th>Date</th>
<th>Owner</th>
<th>Date</th>
<th>Owner</th>
<th>Date</th>
<th>Owner</th>
<th>Date</th>
<th>Owner</th>
<th>Date</th>
</tr>
</thead>
</table>

# 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.

<table>
<thead>
<tr>
<th>Person</th>
<th>Items</th>
<th>Date</th>
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<tbody>
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<td>Items</td>
<td>Date</td>
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</tbody>
</table>

# 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:**

<table>
<thead>
<tr>
<th>Prospective buyer</th>
<th>Date</th>
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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction  
This report form does not satisfy Wis. Stat. chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units or vacant land  
Produced with zipForm® by zipLogix 18070 Fifteenth Mile Road, Fraser, Michigan 48026  
www.ziplogix.com  
City of Waukesha
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.

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

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

Current General Obligation Loan Interest Rates

<table>
<thead>
<tr>
<th>Loan Term</th>
<th>Interest Rate</th>
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</thead>
<tbody>
<tr>
<td>2 Years</td>
<td>3.75%</td>
</tr>
<tr>
<td>3 - 5 Years</td>
<td>3.75%</td>
</tr>
<tr>
<td>6 - 10 Years</td>
<td>3.75%</td>
</tr>
<tr>
<td>11 - 20 Years</td>
<td>4.00%</td>
</tr>
</tbody>
</table>

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
Loan Application Request Forms
BCPL Loan History

School Trust Lands
- Timber Management
- Land Transactions
- Public Access
- Interactive Ownership Map
- Submerged Logging
- Upcoming Timber Sales
- Public Land Ownership
- Surplus BCPL Property for Sale

Land Records
- Record Types
May 30, 2019

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

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. Saving 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
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
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<thead>
<tr>
<th>Column 1</th>
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**Summary of Cash Flows**

**Direct Ownership + Contingency: 20 Year @ 4.0%**
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**Washington WTP - $5.50 RECP**

Summary of Cash Flow - Input Values Shaded Blue

**Sheet 2: Direct Ownership + Contribuency 20-Year @ 4.5%**
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 of delivering 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.

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

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

**Project:** 2019 Treatment Plant Solar Photovoltaic (PV) System

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

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Design Costs</th>
<th>Labor Costs</th>
<th>Material Costs</th>
<th>Grand Total</th>
<th>Alternate 1</th>
<th>Bid Form</th>
<th>Bond</th>
<th>Addendum</th>
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<td>$93,500</td>
<td>$142,800</td>
<td>$251,748</td>
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<td>$68,065</td>
<td>$145,863</td>
<td>$297,946</td>
<td>30-$9,900</td>
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<tr>
<td>Eagle Point Solar</td>
<td>$21,682</td>
<td>$45,048</td>
<td>$150,095</td>
<td>$216,825</td>
<td>Included in base</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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                             Date
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:

<table>
<thead>
<tr>
<th>Loan Term</th>
<th>Current Rate</th>
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<tbody>
<tr>
<td>2 years</td>
<td>4.00%</td>
</tr>
<tr>
<td>3-5 years</td>
<td>4.00%</td>
</tr>
<tr>
<td>6-10 years</td>
<td>4.25%</td>
</tr>
<tr>
<td>11-20 years</td>
<td>4.50%</td>
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</tbody>
</table>

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?
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

Eagle Point Solar
Bringing you the Sun
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 Linquist - 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 divesture 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  alexis@cityofgalena.org
815-777-1050

Northland Pines School District, Eagle River, WI
4250kW
Contact: Dave Bohnen  dbohnen.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

<table>
<thead>
<tr>
<th>Name</th>
<th>Projects</th>
<th>Total Size</th>
<th>Third Party Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farmers Electric Co-Op</td>
<td>1</td>
<td>800kW</td>
<td>Y</td>
</tr>
<tr>
<td>Northland Pines CSD, Wi</td>
<td>1</td>
<td>425kW</td>
<td>Y</td>
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<tr>
<td>City of Galena, Il.</td>
<td>2</td>
<td>400kW</td>
<td>N</td>
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<tr>
<td>Rochelle Municipal Utility</td>
<td>1</td>
<td>368kW</td>
<td>N</td>
</tr>
<tr>
<td>Jo Carroll Energy</td>
<td>1</td>
<td>126kW</td>
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<td>Hamilton County, IA.</td>
<td>1</td>
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<td>City of Cedar Rapids, IA.</td>
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<tr>
<td>Cedar County, IA.</td>
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<td>213kW</td>
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<tr>
<td>City of Rochelle, IL.</td>
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<td>324kW</td>
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<tr>
<td>Bennett, Iowa CSD</td>
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<td>166kW</td>
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<tr>
<td>Olin, Iowa CSD</td>
<td>2</td>
<td>136kW</td>
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<tr>
<td>Howard Winneshiek CSD</td>
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<td>35kW</td>
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<tr>
<td>Sauk County, WI</td>
<td>2</td>
<td>465kW</td>
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<td>City of Olin, IA</td>
<td>5</td>
<td>87kW</td>
<td>Y</td>
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<tr>
<td>Spoon River Electric Coop</td>
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<td>70kW</td>
<td>N</td>
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<tr>
<td>VIT CSD, IL</td>
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<td>520kW</td>
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<td>Spoon River Valley CSD, IL</td>
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<td>City of Peosta, IA</td>
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<td>City of Delwein, IA</td>
<td>5</td>
<td>254kW</td>
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<tr>
<td>City of Marquette, IA</td>
<td>1</td>
<td>36kW</td>
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</tbody>
</table>
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 pump house.

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 (SS)

Monitoring System(s) – AP Factory

EGuage

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

<table>
<thead>
<tr>
<th>Monthly Array Production (kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
</tr>
<tr>
<td>5713</td>
</tr>
</tbody>
</table>
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.
5 Year Limited Warranty

Definition:
Eagle Point Solar (EPS) provides a 5-year workmanship warranty for every customer for whom it installs a solar array. The 5-year period begins on the date of commissioning and is subject to the following terms:

This warranty covers the work related to the installation of a solar array and completed by EPS. No coverage is provided for any part of the project which is completed by any party other than EPS unless specifically approved by EPS.

Items Covered by the Warranty:

1) For all solar arrays:
   a. Mounting hardware will be mounted securely to the mounting surface in accordance with all Federal, State and Local regulations.
   b. Railing will be securely fastened to the mounting hardware per manufacturer’s requirements.
   c. Modules will be securely fastened to the racking hardware per manufacturer’s requirements.
   d. Electrical connections will be secure and operational.
   e. Production monitoring system operation.

2) For a solar array mounted on the roof:
   a. The mounting hardware will not damage or cause the roof to leak.

3) For a solar array mounted on the ground:
   a. Piers or posts will remain securely in the original installation position.

Exclusions:

1) Internet Service
   a. Any interruption of customer’s internet service by their service provider causing the solar array or the production monitoring system to malfunction.
   b. Internet hardware failure by any customer owned hardware related to their internet service.

2) Vegetation control
3) Acts of God
4) Array kWh production
5) Normal wear and tear to customer’s property during installation
6) Equipment issues covered by a manufacturer’s warranty
7) Pre-existing property damage

Warranty claims:

1) EPS customer shall promptly notify EPS directly should a potential warranty claim be identified. EPS will at its discretion determine if such claim is valid and also the recourse plan if action. The recourse plan of action will be designed to repair the identified warranted item to their state prior to the warranty claim and be completed in a reasonable time frame.

Initials: ________________  ________________
Customer                                EPS Representative
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 additional 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.
- Vegetation Control.
- Solar array kWh production.

Initials: ________________________ ________________________
Customer EPS Representative
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED 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

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

INSURED:

COVERAGES

This certificate lists the following coverages. Each coverage has its own policy number, policy limits, and an aggregate limit.

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<th>TYPE OF INSURANCE</th>
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<td>AUTO LIABILITY</td>
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<td>AUTO LIABILITY</td>
<td>A253-474</td>
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<tr>
<td>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>A253-406</td>
<td>1,000,000</td>
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

The ACORD name and logo are registered marks of ACORD

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Equipment & Warranty Specifications:
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 ±3W

**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

<table>
<thead>
<tr>
<th>Solar Cells</th>
<th>Monocrystalline 156 x 156mm (6 Inches)</th>
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<tbody>
<tr>
<td>Number of Cells</td>
<td>60 Cells (5x10 Matrix)</td>
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<tr>
<td>Dimensions</td>
<td>1,650 x 990 x 30mm (30T) / 1,650 x 990 x 46mm (40T)</td>
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<tr>
<td>Weight</td>
<td>17kg (37.48 lbs)</td>
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<td>Front Glass</td>
<td>High-Transmittance Low Iron Tempered Glass</td>
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<tr>
<td>Frame</td>
<td>Anodized Aluminum Black Frame</td>
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<tr>
<td>Output Cables</td>
<td>PV Wire (PV1-F), 12AWG (4mm²), Cable Length: 1,000mm</td>
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<td>Connectors</td>
<td>MC4 Connectable</td>
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Warranty

<table>
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<tr>
<th>Product Warranty</th>
<th>10-year Limited Product Warranty</th>
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<tr>
<td>Performance Warranty</td>
<td>Minimum Power Output for Year 1 : 97.5%</td>
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<tr>
<td></td>
<td>Maximum Power Decline from Year 2 to 24 : 0.7%</td>
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<tr>
<td></td>
<td>Power Output at year 25 : 80.7%</td>
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SN 60-Cell 1,000V
Monocrystalline PV Module

**Electrical Characteristics**

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<th>SN300M-10</th>
<th>SN305M-10</th>
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<tr>
<td><strong>Rated Power (Pmax)</strong></td>
<td>290W</td>
<td>295W</td>
<td>300W</td>
<td>305W</td>
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<tr>
<td><strong>Voltage at Pmax (Vmp)</strong></td>
<td>32.0V</td>
<td>32.4V</td>
<td>32.8V</td>
<td>33.2V</td>
</tr>
<tr>
<td><strong>Current at Pmax (Imp)</strong></td>
<td>9.05A</td>
<td>9.10A</td>
<td>9.14A</td>
<td>9.18A</td>
</tr>
<tr>
<td><strong>Warranted Minimum Pmax</strong></td>
<td>290W</td>
<td>295W</td>
<td>300W</td>
<td>305W</td>
</tr>
<tr>
<td><strong>Short-Circuit Current (Isc)</strong></td>
<td>9.63A</td>
<td>9.66A</td>
<td>9.68A</td>
<td>9.71A</td>
</tr>
<tr>
<td><strong>Open-Circuit Voltage (Voc)</strong></td>
<td>39.6V</td>
<td>39.7V</td>
<td>39.9V</td>
<td>40.1V</td>
</tr>
<tr>
<td><strong>Module Efficiency</strong></td>
<td>17.8%</td>
<td>18.1%</td>
<td>18.4%</td>
<td>18.7%</td>
</tr>
<tr>
<td><strong>Operating Module Temperature</strong></td>
<td>-40°C to +85°C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Maximum System Voltage</strong></td>
<td>1,000V(IEC) / 1,000V(UL)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Maximum Series Fuse Rating</strong></td>
<td>20A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Maximum Reverse Current</strong></td>
<td>29.25A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Power Tolerance</strong></td>
<td>0 ± 5 W</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Temperature Characteristics**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Temperature coefficient of Isc</strong></td>
<td>0.046 %/°C</td>
</tr>
<tr>
<td><strong>Temperature coefficient of Vmp</strong></td>
<td>-0.282 %/°C</td>
</tr>
<tr>
<td><strong>Temperature coefficient of power</strong></td>
<td>-0.394 %/°C</td>
</tr>
<tr>
<td><strong>NOC (Tw=20°C ; Irradiance 800W/m² ; Wind 1m/s)</strong></td>
<td>45±2 °C</td>
</tr>
</tbody>
</table>

**Packing Configuration**

<table>
<thead>
<tr>
<th></th>
<th>30T</th>
<th>40T</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Container</strong></td>
<td>40' H/C</td>
<td>40' H/C</td>
</tr>
<tr>
<td><strong>Modules Per Pallet</strong></td>
<td>25pcs</td>
<td>25pcs</td>
</tr>
<tr>
<td><strong>Pallets Per Container</strong></td>
<td>28pallets</td>
<td>28pallets</td>
</tr>
<tr>
<td><strong>Modules Per Container</strong></td>
<td>700pcs</td>
<td>700pcs</td>
</tr>
</tbody>
</table>

**Remarks:**

Pmax measurement tolerance : ±2.5%

S-Energy uses triple AAA class simulator.

Specifications subject to change without prior notice. S-Energy reserves the right of final interpretation.

*Current : SN 60-Cell(290-305)_459_UL_ATUV_1000_EN_Alt_Rev 2017.11*

---

**S-Energy Co., Ltd.**
3rd Fl., Mireasesti Tower, 20, Pangyoyeok-ro 241-beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA, 13494
Tel. +82-70-4339-7100 Fax. +82-70-4339-7109 E-mail. inquiry@s-energy.com

**SEAI America, Inc.**
(aka. S-Energy Americas)
20 Corporate Park, Suite 190, Irvine, CA 92604, 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, Kojimachi, Chiyoda-ku, Tokyo, 102-0094, Japan
Tel. +81-3-5261-3759 Fax. +81-3-5261-3769 E-mail. toyo.yasuda@s-energy.com

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

INPUT DATA (DC)
- MPPT Voltage Range
- Maximum Input Voltage
- Maximum Input Current
- Startup Voltage

OUTPUT DATA (AC)
- Maximum Output Power
- 3-Phase Grid Type
- Nominal Output Current
- Nominal Output Voltage
- Nominal Output Frequency
- Power Factor
- Total Harmonic Distortion
- Maximum Units per Branch

EFFICIENCY
- Peak efficiency
- CEC Weighted Efficiency
- Nominal MPPT efficiency

MECHANICAL DATA
- Operating Ambient temperature range
- Storage Temperature Range
- Dimensions (W x H x D)
- Weight
- Enclosure rating
- Cooling

FEATURES
- Communication
- Integrated Ground Fault Protection (GFP)
- Emissions & Immunity (EMC) Compliance
- Safety & Grid Connection Compliance
- Warranty

Accommodates 3 modules up to 365W or 4 modules up to 310W
- 16-55V
- 60V
- 14.8A x 4
- 22V

277V/480V

| 900W   | 903W   |
| 277V/480V | 120Y/208V |
| 1.0BAx3  | 2.52Ax3 |
| 277Yx3   | 12Cyx3  |
| 60Hz /59.3-60.5Hz | 60Hz /59.3-60.5Hz |
| >0.99    | >0.99   |
| <3%      | <3%     |
| 11 per 15Ax3-pole Breaker | 4 per 15Ax3-pole Breaker |

95%
94.5%
99.9%

-40°F to +149°F (-40°C to +65°C)
-40°F to +185°F (-40°C to +85°C)
10.2" X 9.5" X 1.4" (259mm X 242mm X 36mm)
8.4lbs (3.8kg)

NEMA 6
- Natural Convection - No Fans

ZigBee (wireless)
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.

FCC Part 15; ANSI C63.4; IECES-003

IEEE1547, CSA C22.2 No. 1071-01,
NEC 2014 690.12, NEC 2017 690.12 ...

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.APsystems.com
Washburn WWTP

GROUND-BASED

**Project Details**

<table>
<thead>
<tr>
<th>NAME</th>
<th>Washburn WWTP</th>
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<tbody>
<tr>
<td>LOCATION</td>
<td>Washburn, WI, 54891</td>
</tr>
<tr>
<td>MODULE</td>
<td>S-Energy:SN295M-10 (40mm)</td>
</tr>
<tr>
<td>DIMENSIONS</td>
<td>64.96&quot; x 38.98&quot; x 1.57&quot; (1,650 x 990 x 40 mm)</td>
</tr>
<tr>
<td>DATE</td>
<td>2019-04-15</td>
</tr>
<tr>
<td>TOTAL MODULES</td>
<td>420</td>
</tr>
<tr>
<td>TOTAL WATTS</td>
<td>123,900</td>
</tr>
<tr>
<td>TILT</td>
<td>30 deg</td>
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<tr>
<td>CONFIGURATION</td>
<td>4-Up</td>
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**Load Assumptions**

<table>
<thead>
<tr>
<th>WIND EXPOSURE</th>
<th>B</th>
</tr>
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<tbody>
<tr>
<td>WIND SPEED</td>
<td>100 mph</td>
</tr>
<tr>
<td>GROUND SNOW LOAD</td>
<td>50 psf</td>
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**Foundation Requirements**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOLE DIAMETER</td>
<td>16 in.</td>
</tr>
<tr>
<td>MIN HOLE DEPTH</td>
<td>66 in.</td>
</tr>
</tbody>
</table>

**Substructure Requirements**

<table>
<thead>
<tr>
<th>PIPE SIZE</th>
<th>3&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIAGONAL BRACING</td>
<td>No</td>
</tr>
</tbody>
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**Foundation Loads**

<table>
<thead>
<tr>
<th>SHEAR</th>
<th>1,026 lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOMENT</td>
<td>2,567 ft-lbs.</td>
</tr>
<tr>
<td>UPLIFT</td>
<td>-879 lbs.</td>
</tr>
</tbody>
</table>

**3rd Party Substructure Materials**

<table>
<thead>
<tr>
<th>TOTAL PIPE</th>
<th>2048' 3.5&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CONCRETE</td>
<td>30.72 yd³</td>
</tr>
</tbody>
</table>

**Array Details**

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

Last updated by Nicole Tygart on 2019-04-15 09:44:22 -0700
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.
Grounding Diagram

- UFO or CAMO
- Grounding Lug
- Fault Current Ground Path
- Min 10 AWG
- Copper Wire

- Bonding Points
- Fault Current Ground Path

Section View

*Grounding Lug and wire are not required in systems using certain Enphase microinverters or certain Sunpower modules. Equipment grounding is achieved with the Engage cable for Enphase or the AC module cable system for Sunpower via their integrated EOC.

Plan View

*Only one Grounding Lug required per continuous subarray.
## Bill of Materials

<table>
<thead>
<tr>
<th>GROUP</th>
<th>PART</th>
<th>DESCRIPTION</th>
<th>TOTAL QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAILS</td>
<td>XR-1000-168A</td>
<td>XR1000, Rail 168&quot; (14 Feet) Clear</td>
<td>210</td>
</tr>
<tr>
<td>CLAMPS &amp; GROUNDING</td>
<td>UFO-CL-01-A1</td>
<td>Universal Module Clamp, Clear</td>
<td>1050</td>
</tr>
<tr>
<td></td>
<td>UFO-STP-40MM-M1</td>
<td>Stopper Sleeve, 40MM, Mill</td>
<td>420</td>
</tr>
<tr>
<td></td>
<td>XR-LUG-Q3-A1</td>
<td>Grounding Lug, Low Profile</td>
<td>8</td>
</tr>
<tr>
<td>SUBSTRUCTURE</td>
<td>GM-BRC-003</td>
<td>Ground Mount Bonded Rail Connector - 3&quot;</td>
<td>420</td>
</tr>
<tr>
<td></td>
<td>73-0300 SGA</td>
<td>SGA Top Cap at 3&quot;</td>
<td>108</td>
</tr>
</tbody>
</table>
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

www.eGauge.net (720) 545-9767 x1 sales@egaugene.net
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

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)
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

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.

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

Scott J. Kluver, Administrator
To: Honorable Personnel and Finance Committee Members

From: 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.
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>2019 Actual May</th>
<th>2019 Actual 05/19/2019</th>
<th>2019 Budget</th>
<th>Budget Status</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td>620-00-46414-000-470</td>
<td>WATER SERVICE FORFETED DISC.</td>
<td>401.87</td>
<td>1,000.00</td>
<td>-598.13</td>
<td>40.19</td>
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<td>620-00-46450-000-460</td>
<td>WATER/UNMETERED SALES</td>
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<td>-1,000.00</td>
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<tr>
<td>620-00-46450-000-461</td>
<td>WATER/METERED SALES</td>
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<tr>
<td>620-00-46450-000-462</td>
<td>WATER/PRIVATE FIRE PROTECTION</td>
<td>351.30</td>
<td>910.00</td>
<td>-558.70</td>
<td>38.60</td>
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<td>620-00-46450-000-470</td>
<td>WATER/FORFEITED DISCOUNTS</td>
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<td>1,500.00</td>
<td>-699.28</td>
<td>53.38</td>
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<td>620-00-46450-000-474</td>
<td>WATER/OTHER REVENUES</td>
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**PUBLIC CHARGES FOR SERVICES**

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**INTERGOVT CHARGES FOR SERVICES**

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<tr>
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**OTHER FINANCING SOURCES**

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<tr>
<td>0.00</td>
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<td>200.00</td>
<td>468.98</td>
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**Total Revenues**

1,986.50  121,436.49  457,115.00  -335,678.51  26.57
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<th>% of Budget</th>
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**PUBLIC WORKS**

| 10,230.18 | 60,382.92 | 319,308.00 | 258,925.08 | 18.91 |

| 620-00-58200-000-427 | L-T INTEREST EXPENSE | 67,675.28 | 67,675.28 | 122,977.00 | 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**

| 67,675.28 | 67,675.28 | 122,977.00 | 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 | 324,225.00 | 28.31 |

**Net Totals**

<p>| -75,939.86 | -6,822.71 | 4,830.00 | 11,452.71 | -137.12 |</p>
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<th>Account Number</th>
<th>Description</th>
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<th>2019 Actual 05/16/2019</th>
<th>2019 Budget</th>
<th>2019 Budget Status</th>
<th>% of Budget</th>
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<td>426.51</td>
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**PUBLIC CHARGES FOR SERVICES**

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<th>Description</th>
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<th>2019 Actual 05/16/2019</th>
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<th>2019 Budget Status</th>
<th>% of Budget</th>
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**OTHER FINANCING SOURCES**

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<th>2019 Budget</th>
<th>2019 Budget Status</th>
<th>% of Budget</th>
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**TRANSFER FROM OTHER FUNDS**

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<th>2019 Budget</th>
<th>2019 Budget Status</th>
<th>% of Budget</th>
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**Total Revenues**

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<th>2019 Budget</th>
<th>2019 Budget Status</th>
<th>% of Budget</th>
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## Budget Comparison - Detail

**Fund: 720 - SEWER UTILITY**

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### PUBLIC WORKS

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### LOAN/LEASE PAYMENT

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### GADB 68 EXPENSE

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### GADB 75 EXPENSE

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**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 |
### Budget Comparison - Detail

**Fund: 410 - CAPITAL IMPROVEMENT**

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**Total Revenues**

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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>6.00</td>
</tr>
<tr>
<td>410-00-59210-000-000</td>
<td>TRANSFER TO GENERAL FUND</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>410-00-59211-000-000</td>
<td>TRANSFER TO STORM WATER UTILIT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>410-00-59220-000-000</td>
<td>TRANSFER TO WATER &amp; SEWER FUND</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>410-00-59230-000-000</td>
<td>TRANSFER TO DEBT SERVICE</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>410-00-59410-000-000</td>
<td>TRANSFER TO PARK OUTLAY</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**GASB 75 EXPENSE**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actual</th>
<th>2019 Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actual</th>
<th>2019 Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>399,878.00</td>
<td>399,878.00</td>
</tr>
</tbody>
</table>

**Net Totals**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actual</th>
<th>2019 Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>57,038.72</td>
<td>0.00</td>
<td>-57,038.72</td>
</tr>
</tbody>
</table>
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

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.

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

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

2. Maximum Monthly Design Flow and Design (C)BOD Loading
2.1 Verify the design flow and loading for your facility.

<table>
<thead>
<tr>
<th>Design</th>
<th>Design Factor</th>
<th>x</th>
<th>%</th>
<th>=</th>
<th>% of Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Month Design Flow, MGD</td>
<td>.38</td>
<td>x</td>
<td>90</td>
<td>=</td>
<td>0.342</td>
</tr>
<tr>
<td></td>
<td></td>
<td>x</td>
<td>100</td>
<td>=</td>
<td>.38</td>
</tr>
</tbody>
</table>

Design (C)BOD, lbs/day

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

<table>
<thead>
<tr>
<th>Months of Influent</th>
<th>Number of times flow was greater than 90% of</th>
<th>Number of times flow was greater than 100% of</th>
<th>Number of times (C)BOD was greater than 90% of design</th>
<th>Number of times (C)BOD was greater than 100% of design</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>February</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>March</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>April</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>June</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>July</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>August</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>September</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>October</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>November</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>December</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Points per each: 2
Exceedances: 3
Points: 6
Total Number of Points: 7
3. Flow Meter
3.1 Was the influent flow meter calibrated in the last year?
   - Yes
   - No

   If No, please explain:
   was missed in 2018 but re-scheduled for 2019.

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
   - No

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

   Septic Tanks
   - Yes
   - No

   Holding Tanks
   - Yes
   - No

   Grease Traps
   - Yes
   - 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: 5/31/2019
Reporting For: 2018

- Yes
- No

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.

<table>
<thead>
<tr>
<th>Total Points Generated</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score (100 - Total Points Generated)</td>
<td>93</td>
</tr>
<tr>
<td>Section Grade</td>
<td>A</td>
</tr>
</tbody>
</table>
### Compliance Maintenance Annual Report

**Washburn City Of**

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

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

* Equals limit if limit is <= 10

<table>
<thead>
<tr>
<th>Months of discharge/yr</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points per each exceedance with 12 months of discharge</td>
<td>7</td>
</tr>
<tr>
<td>Exceedances</td>
<td>0</td>
</tr>
<tr>
<td>Points</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total number of points</strong></td>
<td>0</td>
</tr>
</tbody>
</table>

**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?
4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?
- Yes
- No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?
- Yes
- No
- N/A

Please explain unless not applicable:

<table>
<thead>
<tr>
<th>Total Points Generated</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score (100 - Total Points Generated)</td>
<td>100</td>
</tr>
<tr>
<td>Section Grade</td>
<td>A</td>
</tr>
</tbody>
</table>
### Compliance Maintenance Annual Report

**Washburn City Of**

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

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

* Equals limit if limit is <= 10

<table>
<thead>
<tr>
<th>Months of Discharge/yr</th>
<th>12</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Points per each exceedance with 12 months of discharge:</th>
<th>7</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceedances</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Points</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Total Number of Points

**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**

<table>
<thead>
<tr>
<th>Total Points Generated</th>
<th>0</th>
</tr>
</thead>
</table>

**Score (100 - Total Points Generated)**

100

**Section Grade**

A
### Effluent Quality and Plant Performance (Phosphorus)

#### 1. Effluent Phosphorus Results

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

<table>
<thead>
<tr>
<th>Outfall No. 001</th>
<th>Monthly Average phosphorus Limit (mg/L)</th>
<th>Effluent Monthly Average phosphorus (mg/L)</th>
<th>Months of Discharge with a Limit</th>
<th>Permit Limit Exceedance</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1</td>
<td>0.190</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>February</td>
<td>1</td>
<td>0.193</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>March</td>
<td>1</td>
<td>0.128</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>April</td>
<td>1</td>
<td>0.128</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>1</td>
<td>0.153</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>June</td>
<td>1</td>
<td>0.200</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>July</td>
<td>1</td>
<td>0.234</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>August</td>
<td>1</td>
<td>0.297</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>September</td>
<td>1</td>
<td>0.305</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>October</td>
<td>1</td>
<td>0.240</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>November</td>
<td>1</td>
<td>0.161</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>December</td>
<td>1</td>
<td>0.166</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Months of Discharge/yr** 12

**Points per each exceedance with 12 months of discharge:** 10

**Total Number of Points**

- **Exceedances**: 0
- **Total Points Generated**: 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: 5/31/2019    Reporting For: 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

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.

<table>
<thead>
<tr>
<th>Outfall No. 003 - LIQUID SLUDGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parameter</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>Arsenic</td>
</tr>
<tr>
<td>Cadmium</td>
</tr>
<tr>
<td>Copper</td>
</tr>
<tr>
<td>Lead</td>
</tr>
<tr>
<td>Mercury</td>
</tr>
<tr>
<td>Molybdenum</td>
</tr>
<tr>
<td>Nickel</td>
</tr>
<tr>
<td>Selenium</td>
</tr>
<tr>
<td>Zinc</td>
</tr>
</tbody>
</table>

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:** 5/31/2019  
**Reporting For:** 2018

- 1-2 (10 Points)
- > 2 (15 Points)

#### 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)
- Yes
- No (10 points)

- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

#### 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

<table>
<thead>
<tr>
<th>Exceedence Points</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>&gt; 1</td>
<td>15</td>
</tr>
</tbody>
</table>

#### 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- Yes (20 Points)
- No (0 Points)

#### 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?

**N/A**

### 4. Pathogen Control (per outfall):

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.

<table>
<thead>
<tr>
<th>Outfall Number:</th>
<th>003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biosolids Class:</td>
<td>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>
</tbody>
</table>

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?
- Yes (40 Points)
- No

If yes, what action was taken?

**N/A**

### 5. Vector Attraction Reduction (per outfall):

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.
## Compliance Maintenance Annual Report

### Washburn City Of

**Outfall Number:** 003  
**Method Date:** 12/31/2018  
**Requirement Used To Satisfy Requirement:** Incorporation when land apply  
**Requirement Met:** Yes  
**Land Applied:** Yes  
**Limit (if applicable):**  
**Results (if applicable):** 0

### 5.2 Was the limit exceeded or the process criteria not met at the time of land application?
- Yes (40 Points)
- No

**If yes, what action was taken?**
N/A

### 6. Biosolids Storage

**6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?**
- >= 180 days (0 Points)
- 150 - 179 days (10 Points)
- 120 - 149 days (20 Points)
- 90 - 119 days (30 Points)
- < 90 days (40 Points)
- N/A (0 Points)

**6.2 If you checked N/A above, explain why.**

### 7. Issues

**7.1 Describe any outstanding biosolids issues with treatment, use or overall management:**
Reed beds were cleaned out and replanted with the native species in 2018. All stock piled biosolids were hauled away and landfilled as well.

<table>
<thead>
<tr>
<th>Total Points Generated</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score (100 - Total Points Generated)</td>
<td>100</td>
</tr>
<tr>
<td>Section Grade</td>
<td>A</td>
</tr>
</tbody>
</table>
### Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing
   1.1 Was your wastewater treatment plant adequately staffed last year?
      - Yes
      - No
      - If No, please explain:

      Could use more help/staff for:
      - Day to day operations.

   1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?
      - Yes
      - No
      - If No, please explain:

2. Preventative Maintenance
   2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?
      - Yes (Continue with question 2)
      - No (40 points)
      - If No, please explain, then go to question 3:

   2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?
      - Yes
      - No (10 points)

   2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?
      - Yes
      - Paper file system
      - Computer system
      - Both paper and computer system
      - No (10 points)

3. O&M Manual
   3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?
      - Yes
      - No

4. Overall Maintenance /Repairs
   4.1 Rate the overall maintenance of your wastewater plant.
      - Excellent
      - Very good
      - Good
      - Fair
      - Poor
      - Describe your rating:
All equipment is maintained according to O&M manuals. Would be beneficial to have a computer tracking system as well.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Points Generated</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>Score (100 - Total Points Generated)</strong></td>
<td>100</td>
</tr>
<tr>
<td><strong>Section Grade</strong></td>
<td>A</td>
</tr>
</tbody>
</table>
Operator Certification and Education

1. Operator-In-Charge
   1.1 Did you have a designated operator-in-charge during the report year?
   • Yes (0 points)
   • No (20 points)

Name: JOEL E WEBER
Certification No: 31842

2. Certification Requirements
   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?

<table>
<thead>
<tr>
<th>Sub Class</th>
<th>SubClass Description</th>
<th>WWTP</th>
<th>OIC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Basic</td>
<td>OIT</td>
</tr>
<tr>
<td>A1</td>
<td>Suspended Growth Processes</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>A2</td>
<td>Attached Growth Processes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td>Recirculating Media Filters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>Ponds, Lagoons and Natural</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td>Anaerobic Treatment Of Liquid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Solids Separation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Biological Solids/Sludges</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>P</td>
<td>Total Phosphorus</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Total Nitrogen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Disinfection</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Laboratory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Unique Treatment Systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SS</td>
<td>Sanitary Sewage Collection</td>
<td>X</td>
<td>NA</td>
</tr>
</tbody>
</table>

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.)
   • Yes (0 points)
   • No (20 points)

3. Succession Planning
   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)?
   - One or more additional certified operators on staff
   - An arrangement with another certified operator
   - An arrangement with another community with a certified operator
   - An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
   - A consultant to serve as your certified operator
   - None of the above (20 points)

If "None of the above" is selected, please explain:


4. Continuing Education Credits
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:
   ○ Averaging 6 or more CECs per year.
   ○ Averaging less than 6 CECs per year.
   Advanced Certification:
   ● Averaging 8 or more CECs per year.
   ○ Averaging less than 8 CECs per year.

<table>
<thead>
<tr>
<th>Total Points Generated</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score (100 - Total Points Generated)</td>
<td>100</td>
</tr>
<tr>
<td>Section Grade</td>
<td>A</td>
</tr>
</tbody>
</table>
Compliance Maintenance Annual Report

Washburn City Of                               Last Updated: 5/31/2019  Reporting For: 2018

Financial Management

1. Provider of Financial Information
   Name:   Tammy Demars
   Telephone:  715-373-6160  (XXX) XXX-XXXX
   E-Mail Address
   (optional):  tdemars@cityofwashburn.org

2. Treatment Works Operating Revenues
   2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater
treatment plant AND/OR collection system?
      ○ Yes (0 points) □□
      ● No (40 points)
      If No, please explain:
      Raising rates some each year and trying to operate sewer utility more efficiently to bring back
      into black.

   2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
   Year:
   ○ 2017
   ● 0-2 years ago (0 points) □□
   ○ 3 or more years ago (20 points) □□
   ○ N/A (private facility)

   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?
      ○ Yes (0 points)
      ● No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds
   3.1 When was the Equipment Replacement Fund last reviewed and/or revised?
   Year:
   ○ 2018
   ● 1-2 years ago (0 points) □□
   ○ 3 or more years ago (20 points) □□
   ○ N/A

   If N/A, please explain:

3.2 Equipment Replacement Fund Activity
   3.2.1 Ending Balance Reported on Last Year’s CMAR
       $ 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.)
       $ 0.00
   3.2.3 Adjusted January 1st Beginning Balance
       $ 150,457.89
   3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)
       + $ 387.32
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box
3.2.6.1 below*)

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Withdraw of excess funds.

3.3 What amount should be in your Replacement Fund? $ 143,247.00

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.

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)?

- Yes
- No

If No, please explain.

4. Future Planning

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?

- Yes - If Yes, please provide major project information, if not already listed below.☐☐
- No

<table>
<thead>
<tr>
<th>Project #</th>
<th>Project Description</th>
<th>Estimated Cost</th>
<th>Approximate Construction Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>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>40000</td>
<td>2019</td>
</tr>
<tr>
<td>2</td>
<td>Equip aeration basin with better mixing. GIS Mapping of wastewater infrastructure.</td>
<td>65000</td>
<td>2020</td>
</tr>
<tr>
<td>3</td>
<td>Upgrade marina lift station.</td>
<td>60000</td>
<td>2021</td>
</tr>
</tbody>
</table>

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 3
### Compliance Maintenance Annual Report

Washburn City Of

<table>
<thead>
<tr>
<th></th>
<th>Electricity Consumed (kWh)</th>
<th>Natural Gas Consumed (therms)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>226</td>
<td></td>
</tr>
<tr>
<td>February</td>
<td>229</td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>192</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td>157</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>158</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>190</td>
<td></td>
</tr>
<tr>
<td>August</td>
<td>192</td>
<td></td>
</tr>
<tr>
<td>September</td>
<td>165</td>
<td></td>
</tr>
<tr>
<td>October</td>
<td>168</td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>234</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>247</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,358</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>197</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

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
- [X] SCADA System
- [ ] Self-Priming Pumps
- [X] Submersible Pumps
- [ ] Variable Speed Drives
- [ ] Other:

6.2.2 Comments:

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

- [ ] No
- [X] Yes

Year:

By Whom:

Describe and Comment:
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**

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

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:
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.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</table>
### 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: 5/31/2019 | Reporting For: 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 |
| Cleaning | 4 | % of system/year |
| Root removal | 2 | % of system/year |
| Flow monitoring | 0 | % of system/year |
| Smoke testing | 0 | % of system/year |
| Sewer line televising | 4 | % of system/year |
| Manhole inspections | 25 | % of system/year |
| Lift station O&M | 1 | # per L.S./year |
| Manhole rehabilitation | 0 | % of manholes rehabbed |
| Mainline rehabilitation | 0 | % of sewer lines rehabbed |
| Private sewer inspections | 5 | % of system/year |
Compliance Maintenance Annual Report

Private sewer I/I removal: 0 % of private services
River or water crossings: 0 % 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.

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

3.2 Performance ratios for the past year:

- 0.00 Lift station failures (failures/year)
- 0.08 Sewer pipe failures (pipe failures/sewer mile/yr)
- 0.00 Sanitary sewer overflows (number/sewer mile/yr)
- 0.15 Basement backups (number/sewer mile)
- 0.15 Complaints (number/sewer mile)
- 1.6 Peaking factor ratio (Peak Monthly:Annual Daily Avg)
- 0.0 Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Cause</th>
<th>Estimated Volume (MG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>None reported</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

** 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
5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:
Over average precipitation has caused more I&I events for 2018.

5.4 What is being done to address infiltration/inflow in your collection system?
I&I study proposed for the near future to address issues.

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### Grading Summary

**WPDES No:** 0022675

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<th>SECTIONS</th>
<th>LETTER GRADE</th>
<th>GRADE POINTS</th>
<th>WEIGHTING FACTORS</th>
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<td>4</td>
<td>3</td>
<td>12</td>
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<tr>
<td>BOD/CBOD</td>
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<tr>
<td>TSS</td>
<td>A</td>
<td>4</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>A</td>
<td>4</td>
<td>3</td>
<td>12</td>
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<tr>
<td>Biosolids</td>
<td>A</td>
<td>4</td>
<td>5</td>
<td>20</td>
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<tr>
<td>Staffing/PM</td>
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<td>4</td>
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<td>0</td>
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<td>Collection</td>
<td>A</td>
<td>4</td>
<td>3</td>
<td>12</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td><strong>32</strong></td>
<td></td>
<td><strong>124</strong></td>
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</table>

**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)
**Resolution or Owner's Statement**

Name of Governing Body or Owner: City of Washburn Council

Date of Resolution or Action Taken:

Resolution Number:

Date of Submittal:

### 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):

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</tr>
<tr>
<td>Effluent Quality: TSS</td>
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<tr>
<td>Effluent Quality: Phosphorus</td>
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</tr>
<tr>
<td>Biosolids Quality and Management</td>
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<tr>
<td>Staffing</td>
<td>Grade = A</td>
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<td>Operator Certification</td>
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<tr>
<td>Financial Management</td>
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<tr>
<td>Collection Systems</td>
<td>Grade = A</td>
</tr>
</tbody>
</table>

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### 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

N/A
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.
To: Honorable Mayor and City Council Members
From: 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 with in 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
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.
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, 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 Checkierz 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 Checkierz Café LLC. I would recommend Council approve the license for Patsy’s Bar, A Nickles’ Worth Bar-n-Grill, and Checkierz 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.

The City of Washburn is an equal opportunity provider, employer, and lender.
Ken Johnson
Chief of Police
(715)373-6164, EXT 106

May 20, 2019

Mayo 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.

<table>
<thead>
<tr>
<th>Business</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patsy’s Bar</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Fire House</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Nickel’s Worth</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Harbor View</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Washburn IGA</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Holiday Station</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Midland</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Stage North</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>DaLou’s</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Lake Superior Golf</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>The Snug</td>
<td>License properly displayed, framed in glass.</td>
</tr>
<tr>
<td>Checkerz Café</td>
<td>Unable to inspect, left two messages that were not returned.</td>
</tr>
</tbody>
</table>

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: 07/1/2019 ending: 06/30/2020

TO THE GOVERNING BODY OF the:
City of Washburn
County of Bayfield

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) [ ]
   A3 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 [ ]

C. 1. Trade Name [ ]
   2. Address of Premises [ ]
   3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? [ ]
   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.) [ ]
   5. Legal description (omit if street address is given above):
      a. Since filing of the last application, has the named licensee, any member of a partnership license, or any member, officer, director, manager, or agent for either a limited liability company license, corporation license, or nonprofit organization license 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 [ ]
      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 [ ]
   6. 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 [ ]
   7. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin income or franchise tax return? [ ]
   8. Does the applicant understand they must hold a Wisconsin Seller's Permit? If not, explain [ ]
   9. 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? [ ]
   10. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? [ ]

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/Member/Manager of Limited Liability Company/Partner/Individual)

TO BE COMPLETED BY CLERK
Date received and filed with municipal clerk [ ]
Date reported to county board [ ]
Date license granted [ ]

Wisconsin Department of Revenue
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.

☐ Town
☐ Village of WASHBURN
☒ City

To the governing body of: County of BAYFIELD

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 SERVICES INC

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 SERVICES INC (name of corporation/organization/limited liability company)

By: General Manager (signature of Officer/Member/Manager)

And: 

(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

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.

Cory A. Wehrman (signature of agent) 4-18-19 Agent's age 35
68185 South Bohn St Iron River, WI 54847 (date) Date of birth 04-05-1984

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 Title Chief of Police

(signature of proper local official) (town chair, village president, police chief)

Wisconsin Department of Revenue

AT-104 (R. 4-06)
Auxiliary Questionnaire
Alcohol Beverage License Application
Submit to municipal clerk.

-individual's Full Name (please print) (first name) (last name) Wehrman Cory (middle name) A

-Home Address (street/number) 68185 S Bohn St
-Post Office
-City Iron River
-State WI
-Zip Code 54849

-Home Phone Number 218-220-9140
-Age 36
-Date of Birth 4/5/1984
-Place of Birth

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.-Washington (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 employee 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 Licenses or Permits)

(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]

Wisconsin Department of Revenue
Application for Cigarette and Tobacco Products Retail License
Submit to municipal clerk.

Legal Name (corporation, limited liability company, partnership or sole proprietorship)
Midland Services Inc
Midland Services - Washburn

Business Address (License/Location)
123 W Bayfield St

Municipality: Washburn
State: WI
Zip Code: 54801

Business Telephone: (715) 303-5722

Telephone Number: (715) 303-5722

Business Located In: Washburn

Orgamization (check one)
☐ Sole Proprietor
☐ Partnership
☐ Wisconsin Corporation - Enter date incorporated: 1931
☐ Out-of-State Corporation - Are you registered to do business in Wisconsin?
☐ Yes ☐ No
☐ Other (describe)

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 608-266-7601. 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://wltobaccocheck.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/dss/tobacco-directory may be sold in Wisconsin?
☐ Yes ☐ No

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)

Wisconsin Department of Revenue
Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning

Jul 1st 20  

and ending

Jun 30 20  

TO THE GOVERNING BODY of the: Washington

County of Bayfield  Aldermanic Dist. No. (if required by ordinance)

1. The named       [] Individual       [] Partnership       [] Limited Liability Company 

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual partners give last name, first, middle, corporations/limited companies give registered name):

Dave Nickel 

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) Wicks

Business Phone Number  

4. Address of Premises  

(B) 701 E Bayfield St

Post Office & Zip Code  

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 employee or agent of, or acting on behalf of anyone except the named applicant?

Yes  

No

7. Does any automobile beverage retail licensee or wholesale permittee have any interest in or control of this business?

Yes  

No

8. (a) Corporations/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 of 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 storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

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?

OUGHT WICKS

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 5595 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.

[Signature of Clerk / Deputy Clerk]

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk: 4/11/19

Date reported to council / board: 5/13/19

Date provisional license issued: 5/13/19

Signature of Clerk / Deputy Clerk

License number issued

Wisconsin Department of Revenue

AT-103 (R. 7-18)
Auxiliary Questionnaire
Alcohol Beverage License Application
Submit to municipal clerk.

Individual's Full Name (please print) (last name) (first name) (middle name)
Nicksels David

Home Address (street/route) Post Office City State Zip Code
901 W. Bayfield St.  Washington WI 53181

Home Phone Number Age Date of Birth Place of Birth
715 373-5580 59 10-25-59 Manitowoc, 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.

[ ] (Officer / Director / Member / Manager / Agent) of (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? 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.)

[ ] Yes [ ] No

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 any other states or ordinances of any county or municipality? If yes, describe status of charges pending.

[ ] Yes [ ] No

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? If yes, identify.

[ ] Yes [ ] No

(Name: Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee 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? If yes, identify.

[ ] Yes [ ] No

(Name of Wholesale Licenses or Permits) (Address By City and County)

6. Named individual must list in chronological order last two employers.

<table>
<thead>
<tr>
<th>Employer's Name</th>
<th>Employer's Address</th>
<th>Employed From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Klein Specialist</td>
<td></td>
<td>9/1/15</td>
<td>2018</td>
</tr>
</tbody>
</table>

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)

Wisconsin Department of Revenue

AT-102 (R 7-18)
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

☐ 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  Postal Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company  ☐ HANSEN  ☐ JASON  ☐ PETER  ☐ ROBY  ☐ 100

Address of Corporation/Limited Liability Company (if different from licensed premises)  1800 COMMERCIAL ST BANGOR WI 54514

All Office(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

President/Member GREGORY J HANSEN  Home Address  Postal Office & Zip Code

Vice President/Member NICHOLAS L HANSEN  1320 CARDINAL STREET BANGOR WI 54514

Secretary/Member KARI L HANSEN  1220 CARDINAL STREET BANGOR WI 54514

Agent WENDY MAC ARTHUR

Directors/Managers

C. 1. Trade Name  ☐ HANSEN’S IGA  Business Phone Number 715-373-5566

2. Address of Premises  ☐ 226 N BAYFIELD ST  Postal Office & Zip Code  54514

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 storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  27,000 SQ FT BLDING CEMETARY ENTRANCE

5. Legal description (unit of 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?  ☐ Yes  ☐ No

b. Are there any offenses pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license?  ☐ Yes  ☐ No

7. Except for questions 8a and 8b, have there been any changes in the answers to the questions as submitted by you on your last application for this license?  ☐ Yes  ☐ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income and Franchise Tax return of the licensee?  ☐ Yes  ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller’s Permit? (phone 800-288-2476)  ☐ 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 16 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 Statutua 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.

(Seal of Corporation or Member or Manager of Limited Liability Company/Partner or Individual)

TO BE COMPLETED BY CLERK

Data received and filed with municipal clerk 4/15/19

License number issued 5/13/19

Data license granted 5/15/19

Signature of Clerk/Deputy Clerk

Wisconsin Department of Revenue
Application for Cigarette and Tobacco Products Retail License
Submit to municipal clerk.

 Applicant's Wisconsin 15-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)
HANSBEN'S IGA

Trade or Business Name (If different than Legal Name)
Federal Employer Identification No. (FEIN)
39-1098106

Business Address (License Location)
226 W BAYFIELD ST

Business Located In
☑ City ☐ Village ☐ Town
Business Telephone
(715) 373-5566

Municipality
WASHBURN State WI Zip Code 54891

County
BAYFIELD

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)

☐ 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-128, revenue.wl.gov/forms/excise/ctp-128.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://wltobaccocheck.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/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 Manufactures and Brands" at www.doj.state.wi.us/die/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)

Wisconsin Department of Revenue
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

TO THE GOVERNING BODY OF the:
Town of ____________________________
Village of ____________________________
City of ____________________________

County of ____________________________
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 □ 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 ____________________________ Vice President/Member ____________________________
Secretary/Member ____________________________ Treasurer/Member ____________________________
Agent ____________________________ Directors/Managers ____________________________

C 1. Trade Name □ Corporation/LLC □ Business Phone Number □ 715-802-1234 Post Office & Zip Code □ P.O. Box 53 54681

2. Address of Premises □ 901 W. Day Street □ Post Office & Zip Code □ P.O. Box 53 54681

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 sale, service, consumption, and/or storage of alcohol beverages and records (alcohol beverages may be sold and stored only on the premises described)

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 a 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? 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 officers, members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME
this 15 day of April 2019

My commission expires

TO BE COMPLETED BY CLERK
Date received and filed with municipal clerk 4/1/2019 Date reported to county board 5/13/18 Date license granted

License number issued 518 367 095

Signature of Clerk/Deputy Clerk

Wisconsin Department of Revenue
# 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

**TO THE GOVERNING BODY OF the:** Washburn

**County of Bayfield**

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): 4557 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:**
   - **Name (Inc. Middle Name):**
   - **Home Address:**
   - **Post Office & Zip Code:**

C. **Trade Name:** Holiday Stationstore #227
   - **Address of Premises:** 600 W Bayfield St, PO Box 183
   - **Post Office & Zip Code:** Washburn WI 54891
   - **Business Phone Number:** 715-373-2305

   1. **Does the applicant understand that they must purchase alcoholic beverages only from Wisconsin wholesalers, breweries and brewpubs?** Yes ☐ No ☑
   2. **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 any, for the sales, service, consumption, and/or storage of alcoholic beverages and records.

   - **(Alcohol beverages may be sold and stored only on the premises described):**
   - **One-story concrete block w/main sales area, cooler and back storage room**

   - **Legal description (omt if street address is given):**

   - **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 who is a member, 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 city or municipality?** 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?** Yes ☐ No ☑

   - **7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you in your last application for this license? If yes, explain fully on reverse side:** 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?** Yes ☐ No ☑

   - **(phone 608-265-2776)**

   - **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, 2019**

[Signature]

My commission expires January 31, 2021

**TO BE COMPLETED BY CLERK**

<table>
<thead>
<tr>
<th>License Number Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/15/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Issued to Account/Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/13/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Clerk</td>
</tr>
</tbody>
</table>

Wisconsin Department of Revenue
OFFICERS AND MEMBER OF LYNDALE TERMINAL, LLC

Officers:

Timothy Alexander Miller
5372 Hudson Road
Lake Wylie, SC 29710
(812)374-6096

President and Senior Vice President Global Fuels

Kathleen Kerr Cunnington
3424 E. Equestrian Trail
Phoenix, AZ 85044
(602)728-7137

Treasurer and Senior Vice President, Global Shared Services

Jeffrey Charles Burrell
177 Mills Lane
Fort Mill, SC 29708
(714)330-7845

Vice President Fuels

Christine Anagnostou
6630 36th Avenue
Montreal, Quebec, Canada H1T 2Z7
(514)707-8005

Corporate Secretary

James William Lueth
3400 West 84th Street
Bloomington, MN 55431-1506
(952)832-9928

Assistant Secretary

Richard David Johnson
970 Redwood Drive
Apple Valley, MN 55124
(952)431-2401

Vice President of Operations

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.

<table>
<thead>
<tr>
<th>Individual's Full Name (please print)</th>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lueth James William</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address (street/route)</th>
<th>Post Office</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>3400 West 84th St</td>
<td></td>
<td>Bloomington</td>
<td>MN</td>
<td>55431-1506</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Age</th>
<th>Date of Birth</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>(952)832-9928</td>
<td>53</td>
<td>10/5/1965</td>
<td>Edina, MN</td>
</tr>
</tbody>
</table>

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

[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, or 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

   Please see attached

5. Do you hold and/or are you an officer, director, stockholder, agent or employee 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

6. Named individual must list in chronological order last two employers.

<table>
<thead>
<tr>
<th>Employer's Name</th>
<th>Employer's Address</th>
<th>Employed From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holiday Stationstores, LLC</td>
<td>4567 American Blvd W Bloomington, MN</td>
<td>June 2013</td>
<td>Present</td>
</tr>
<tr>
<td>TCF National Bank</td>
<td>Minneapolis, MN</td>
<td>March 2010</td>
<td>June 2013</td>
</tr>
</tbody>
</table>

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
James Lueth, Assistant Secretary

Wisconsin Department of Revenue
Auxiliary Questionnaire
Alcohol Beverage License Application
Submit to municipal clerk.

<table>
<thead>
<tr>
<th>Individual's Full Name (please print)</th>
<th>(last name)</th>
<th>(first name)</th>
<th>(middle name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHNSON</td>
<td>RICHARD</td>
<td>DAVID</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address (street/route)</th>
<th>Post Office</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>970 REDWOOD DRIVE</td>
<td></td>
<td>APPLE VALLEY</td>
<td>MN</td>
<td>55124</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Age</th>
<th>Date of Birth</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>952-431-2401</td>
<td>61</td>
<td>03/04/1958</td>
<td>FERGUS FALLS, MN</td>
</tr>
</tbody>
</table>

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

(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 employee 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 License or Permit) (Address By City and County)

6. Named individual must list in chronological order last two employers.

<table>
<thead>
<tr>
<th>Employer's Name</th>
<th>Employee's Address</th>
<th>Employed From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYED BY HOLIDAY</td>
<td>LYNDALE TERMINAL 40+ YRS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
## Application for Cigarette and Tobacco Products Retail License

**Submit to municipal clerk.**

**Applicant’s Wisconsin 15-digit Sales Tax Account Number**
456000062531304  

**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 Telephone**
(715) 373-2305

**City**
Washburn

**Mailing Address (if different than Business Address)**
4567 American Blvd W

**State**
WI

**ZIP Code**
54891-0183

**County**
Bayfield

**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?  
  - [X] YES  
  - [ ] NO
- [X] Other (describe) a Minnesota LLC

### Questions

1. **Yes** or **No**
   - **YES** or **NO**
   - **YES** or **NO**

2. **YES** or **NO**
   - **YES** or **NO**

3. **YES** or **NO**

4. **YES** or **NO**

5. **YES** or **NO**

6. **YES** or **NO**

7. **YES** or **NO**

8. **YES** or **NO**

---

**Cigarettes / Tobacco will be sold**
- [X] 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**

(Clerk / Notary Public)

James Lueth, Assistant Secretary

**My commission expires January 31, 2021**

---

KATHLEEN M. NOLAN  
Notary Public-Minnesota  
My Commission Expires Jan 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

TO THE GOVERNING BODY of the: 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 □ Stage North 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 □ President/Member □ Vice President/Member □ Secretary/Member □ Treasurer/Member
Name (Inc. Middle Name) Home Address Post Office & Zip Code

C. Trade Name □ Stage Door Bar Address of Premises □ 123 W. Omaha St.

1. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? □ Yes □ No
2. 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.) □

3. Legal description (omit if street address is given above): □

4. a. Since filing of the last application, has the named licensee, any member of a partnership license, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensees 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? □ 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 the license? □ Yes □ No

5. 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. □

6. a. 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? □ Yes □ No

b. Have you ever been convicted of a traffic offense not related to alcohol by a court of competent jurisdiction in Wisconsin? □ Yes □ No

7. Does the applicant understand they must hold a Wisconsin Seller's Permit? □ Yes □ No

8. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of issue and made available for inspection by law enforcement? □ Yes □ No

9. 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 SWEAR BEFORE ME
this 11th day of April, 2019

TO BE COMPLETED BY CLERK
License number issued 11/13/2019
Date license issued 5/13/19
Signature of Clerk / Deputy Clerk

Wisconsin Department of Revenue
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

TO THE GOVERNING BODY of the

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 □ 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 G. Guske  Washburn  160 54891
   Vice President/Member
   Secretary/Member
   Treasurer/Member
   Agent □ Harlan Guske
   Directors/Managers

C. 1. Trade Name □ Cinehouse Bar
   2. Address of Premises □ 104 West Bayfield St
   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): □ More Room With Fenced in Beer 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

My commission expires 1-10-22

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3-20-19 Date reported to county clerk 5-13-19 Date license granted

License number issued Date license issued Signature of Clerk / Deputy Clerk

Wisconsin Department of Revenue

[Signature]

AT-115 (R 7-16)
# Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: [fill in date] ending: [fill in date]

TO THE GOVERNING BODY OF the
[fill in city or county]

County of [fill in county]

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**: [fill in address]
- **Title**: [fill in title]
- **Name**: [fill in name]
- **Home Address**: [fill in home address]
- **Post Office & Zip Code**: [fill in zip code]

### C. Business Information:

1. Trade Name: [fill in trade name]
2. Address of Premises: [fill in address]
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 sale, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
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? [Yes] [No]
   - 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? [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? [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? [Yes] [No]
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [Yes] [No]
10. Does the applicant understand that alcohol beverage invoices must be kept 2 years from the date of sale 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 applicant. The applicant 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 applicant and each member of a partnership applicant must sign. Corporate officer(s) member(s)/managers of Limited Liability Companies must sign.

**SUBSCRIBED AND SWORN TO BEFORE ME**

**My commission expired** [fill in date]

**TO BE COMPLETED BY CLERK**

- **Date received and filed with municipal clerk**
- **Date reported to council/board**
- **Date license granted**

**Wisconsin Department of Revenue**

[Signature of Clerk/Deputy Clerk]
RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION
Submit to municipal clerk. Read instructions on reverse side.
For the license period beginning: 07/1/2019 ending: 06-30-2020

TO THE GOVERNING BODY of the

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 Walter's LLC d/b/a Patsys Bar
Address of Corporation/Limited Liability Company (if different from licensed premises): 11605 Washington Ave, Washburn, WI 54881
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
Title Title
President/Member George W. Englebard 11605 Washington Ave Washburn, WI 54881
Vice President/Member Barbara K. Englebard 11605 Washington Ave Washburn, WI 54881
Secretary/Member Barbara K. Englebard 11605 Washington Ave Washburn, WI 54881
Treasurer/Member Barbara K. Englebard 11605 Washington Ave Washburn, WI 54881
Agent
Directors/Managers

C. 1. Trade Name Patsys Bar
2. Address of Premises 333 W. Bayfield St
3. Post Office & Zip Code Washburn, WI 54881
4. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? □ Yes □ No
5. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters. I 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.) 35 Wood Side Road, Smokey Point, WI
6. Legal description (must if street address is given above): Block 35, Lots 1, 2, 3 entire building

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. All persons 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

[Signature]
(Clerk/Register, Public)

My commission expires

TO BE COMPLETED BY CLERK
Date received and filed with municipal clerk License number issued: 4/11/19
Date license issued: 5/13/19
Date license granted: 6/30/20

[Signature]
Signature of Clerk / Deputy Clerk

Wisconsin Department of Revenue
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

District 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) □

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 P. Daniel T. Doman 307 E 3rd St. Washburn 54891

Vice President/Member

Secretary/Member

Treasurer/Member P. Daniel T. Doman 302 E 3rd St. Washburn 54891

Agent P. Daniel T. Doman 302 E 3rd St. Washburn 54891

Directors/Managers

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 distilleries? □ 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 lounging areas, 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 below.)

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 law, 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 or your last application for this license? If yes, explain.

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) and members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 10th day of April, 2019

My commission expires June 14, 2019

Clerk/Notary Public

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/10/2019

Date issued 4/13/19

License number issued

Date canceled granted

Signature of Clerk / Deputy Clerk

Wisconsin Department of Revenue
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

□ Town of
□ Village of Washburn
□ City of

TO THE GOVERNING BODY of the:

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 Dale Arden Brewat 74035 Onondaga Rd Washburn, WI 54891
Vice President/Member Darrel Jon Brewat 8293 Hwy 50 Washburn, WI 54891
Secretary/Member Ruane Marie Brewat 74035 Onondaga Rd Washburn, WI 54891
Treasurer/Member David Idaho Hudson 239 Blue Sky Dr Grand Lake, WI 54891
Agent Dale Arden Brewat
Directors/Managers Darrel Marie Brewat

C. 1. Trade Name Lake Superior View Golf Business Phone Number 715-573-1100/1093
2. Address of Premises 956 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.) Class A liquor: All gambling property
5. Legal description (omit if street address & 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 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 person 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 608 206-2776) 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 signer. Signers agree to operate the 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 SWEAR TO BEFORE ME
this 11 day of April, 2019

My commission expires

TO BE COMPLETED BY CLERK
Date received and filed with municipal clerk Date reported to council/board Date license granted
4/11/19 5/11/19
License number issued Date Issued Signed
License issued
Signature of Clerk / Deputy Clerk

Wisconsin Department of Revenue
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

TO THE GOVERNING BODY of the

County of Bayfield
LOCAL ALCOHOLIC BEVERAGE DISTRICT 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) HANSON Dale G. 
Home Address 524 Washington Ave PO Box 677

C. 1. Trade Name: Dale's Bistro
2. Address of Premises: 310 West Bayfield Street

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 above.)

5. Legal description (omit if street address is given above):

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.

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?

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) granted will not be assigned to another individual and each member of a partnership applicant must sign. Corporate officer(s) and member/manager of Limited Liability Companies must sign.

SUBSCRIBED AND SWORN TO BEFORE ME

My commission expires 1-10-39

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4-1-19

License number issued 5-13-19

Data license issued

Wisconsin Department of Revenue
BARTENDERS
# CITY OF WASHBURN
## BARTENDER LICENSES
### July 1, 2019 thru June 30, 2021

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<th>PLACE OF BUSINESS</th>
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