

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



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

To: President: Carl Broberg
VP: John Baregi
Maryann Edholm

Rick Gruebele
Nick Suminski
City Administrator

Candace Kolenda
Rodger Reiswig
Marina Manager

NOTICE OF HARBOR COMMISSION MEETING

DATE: Wednesday, May 20, 2020

TIME: 5:30 P.M.

LOCATION: Washburn City Hall – 119 Washington Avenue

This meeting may have members participating via tele or web conferencing. Public participants can listen to the proceedings by utilizing a computer or smart phone and using the link <https://us02web.zoom.us/j/85822344591> or by calling 1 (877) 853-5247 (Toll Free) and entering Webinar ID: 858 2234 4591 as opposed to being present for the meeting. Limited seating will be available at the meeting and guests are asked to keep a six-foot distance from one another.

Agenda

- A. Call to Order – Roll Call
- B. Approval of Minutes of the April 15, 2020 Meeting
- C. Public Comments
- D. Election of President and Vice-President
- E. Treasurer's Report
 - 1. Payment of Invoices
- F. Slip Transfers –
 - 1. Slip #85 – Anderson/Pennella and Clifford
 - 2. Slip #99 – Darwin/Crowell
- G. Marina Manager's Report
 - 1. April Financial Report
 - 2. Review of 2019-20 Fiscal Year, Allocation of Profit Sharing
- H. Update on Pier 1 Electrical Upgrade
- I. Update on Pier 3 Piling Replacement
- J. Discussion and Action on Renewal of Dock Usage Agreements with Nelson Construction Co., and Pearl Beach Construction
- K. Report on 2019 Coal Dock Usage
- L. Discussion on Allowable Coal Dock Usage
- M. Update on Commercial Ports Association Conference
- N. Adjourn

Cc: Posted Ashland Daily Press

APRIL 15, 2020 HARBOR COMMISSION MEETING

5:30 P.M. WASHBURN CITY HALL – 119 N WASHINGTON AVENUE

Commission Members Present: President Carl Broberg, Candace Kolenda, and Rodger Reiswig. Rick Gruebele was present via telephone.

Commission Members Absent: Maryann Edholm, and John Baregi.

Municipal Personnel Present: Scott Kluver, City Administrator/Clerk, and Kay Bratley, Deputy Clerk/Treasurer. Michelle Shrider, Marina Manager was present via telephone.

Call to Order – Broberg called the meeting to order at 5:43 p.m.

Approval of Minutes of the March 18, 2020 Meetings – Kolenda moved, and Reiswig seconded, to approve and place on file the March 18, 2020 Meeting Minutes. Motion carried 4-0.

Public Comment – None

Treasurer's Report – Broberg stated the Harbor Passbook and Marina Operating reports will be reviewed at next month's meeting since they are not in this packet.

1. **Payment of Invoices** – None.

Slip Transfers – None.

Marina Manager's Report – Shrider stated it is very quiet at the marina however the service techs still have some work to do. When the Executive Order is lifted on April 24th the marina will be back in full operation, unless the order is extended. Shrider stated the boat ramp has been used a few times and she placed a sign suggesting local boaters use only and to keep the social distance rule of 6 feet apart.

1. **March Financial Reports** – Shrider stated this is the preliminary year-end report which has been given to the auditors and should be able to present at next month's meeting; the March report ended with a 3.79% budget surplus and only a negative .39% of where we were this time last year. Shrider stated the negative was better than anticipated taking in consideration the pandemic occurred in February. There are 6 slips still available to be rented out for this coming season.

Update on Pier 1 Electrical Upgrade - Broberg stated work has been started. It was noted the first 4 slips have a different wiring layout and need to purchase 2 additional pedestals to have electricity at the two end finger piers. Broberg received a quote for the pedestals from International Dock Products from Florida in the amount of \$1,716.40 plus freight charges. Broberg stated due to the pandemic the company is not shipping out anything at this time so they will not arrive in time for the completion of the project. Broberg stated the contractor has until the end of April to complete the project but is hoping he can be done by April 24th when the Executive Order is lifted, providing there is not an extension.

Discussion & Action on Pier 3 Piling Replacement Plan – Kolenda moved, and Reiswig seconded, to accept the quote from Fast Lane Motor Sport for the 2 spuds in the amount of \$1,664.94. Motion carried 4-0. Broberg stated that does not include the installation costs by Pearl Beach Construction. Shrider stated she will get in contact with Pearl Beach Construction to set up a date and time for the spud installation.

Adjourn – Reiswig moved, and Kolenda seconded to adjourn. Motion carried unanimously at 6:08 p.m.

Respectfully Submitted,
Kay Bratley, Deputy Clerk/Treasurer

ANDERSON ELECTRIC LLC
PO Box 291
Washburn, WI 54891
715-209-6703
anderkinelec@yahoo.com

INVOICE

BILL TO
City of Washburn
119 Washington Ave
Washburn WI 54891

INVOICE # 20071823
DATE 05/04/2020
DUE DATE 06/01/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/04/2020	Proposal Payment	Payment for proposal on pier 1.	1	18,763.18	18,763.18

BALANCE DUE

\$18,763.18

OK

050620

210-00-53540-810-000

ANDERSON ELECTRIC LLC
PO Box 291
Washburn, WI 54891
715-209-6703
anderkinelec@yahoo.com

INVOICE

BILL TO

City of Washburn
119 Washington Ave
Washburn WI 54891

INVOICE # 20071824
DATE 05/04/2020
DUE DATE 06/01/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/04/2020	Labor 85	Labor for Dave to design and install conduit and wiring, prep work for additional 2 pedestals to be installed at a later date once manufactured.	2	85.00	170.00
05/04/2020	Labor Erik	Labor for Erik to install conduit and wiring, prep work for additional 2 pedestals to be installed at a later date once manufactured.	4	65.00	260.00
05/04/2020	Labor Joe	Labor for Joe to install conduit and wiring, prep work for additional 2 pedestals to be installed at a later date once manufactured.	4	65.00	260.00
05/04/2020	Materials	Materials to install conduit, and wiring in preparation for new pedestals on slips 1 and 2.	1	311.45	311.45
05/04/2020	Materials	Triple tap splices for tapping into 100 amp circuits for new pedestals.	8	75.61	604.88

BALANCE DUE

\$1,606.33

OK

050620

210-00-53540-810-000

ANDERSON ELECTRIC LLC
PO Box 291
Washburn, WI 54891
715-209-6703
anderkinelec@yahoo.com

INVOICE

BILL TO

City of Washburn
119 Washington Ave
Washburn WI 54891

INVOICE # 20071825
DATE 05/04/2020
DUE DATE 06/01/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/04/2020	Materials	Submersible splices to comply with NEC for splices in wet locations. Splices used on the previous installation were out of compliance for a junction box in wet locations.	18	99.45	1,790.10

BALANCE DUE

\$1,790.10

Handwritten signature
050620

210.00-53540-810-000

Fast Lane Motor Sports
 3122 Lake Shore Dr. E.
 Ashland, WI 54806

Invoice

Date	Invoice #
5/1/2020	3904W

Bill To
City Of Washburn Attn: Scott Kluver P. O. Box 638 Washburn, WI. 54891

Ship To

P.O Number	Terms	Rep

Quantity	MPN	Description	Price Each	Amount
17		Parts for Washburn Marina		
25		5" Sch. 40 Pipe	16.81	285.77
36		4" Sch.40 Pipe	12.41	310.25
1		3" Sch. 40 Pipe	8.72	313.92
8		Misc Steel & Hardware	75.00	75.00
		Fab Time	85.00	680.00
		Price & availability of materials could change with what is happening in the world right now.		
		Delivered 5/1/2020		
		<i>OK</i> <i>[Signature]</i> <i>050670</i> <i>210-00-53540-342-000</i>		

				Subtotal	\$1,664.94
Phone #	Fax #	E-mail	Web Site	Sales Tax (0.0%)	\$0.00
715-682-3278	715-682-3268	chris@fastlanemotorsports.org	www.fastlanemotorsports.org	Total	\$1,664.94

Harbor Pass Book - 2020**12/31/2019 Balance Carried Forward****\$730,580.43**

10-Jan	Slip Transfer Fee	100.00
21-Jan	2019 share of Insurance	-5,400.00
	Chicago Iron	-30.50
	Chamber Dues	-85.00
	January Fringe	-98.00
23-Jan	Nelson 2019 Dock Fees	2,377.50
31-Jan	Interest	1,052.96
13-Feb	Wren Works 2019 Dock Fee	416.25
27-Feb	Smith Group	-890.00
	Marina Management quick books	-2,675.29
	Jan Payroll	-1,236.61
28-Feb	Interest	947.30
12-Mar	Wisconsin Harbor Town Membership	-250.00
	Hardwood Enineering Consultants	-3,500.00
	February Payroll	-790.90
	February & March Fringe	-196.00
	Trust Fund Loan Payment	-18,381.46
12-Mar	Slip Transfer Fee	100.00
31-Mar	Interest	684.16
17-Apr	Slip fees	9,794.42
	Annual Fee	350.00
	Sales Tax	557.93
22-Apr	March Payroll	-810.59
	April Finge	-98.00
23-Apr	Slip fees	12,333.10
	Annual Fee	450.00
	Sales Tax	703.08
30-Apr	Slip fees	11,522.10
	Annual Fee	500.00
	Sales Tax	661.23
	slip 99 transfer fee	100.00
30-Apr	Interest	384.10
1-May	Loan Pay off	-200,000.00
7-May	Loan Proceeds-West End Project	200,000.00
7-May	Slips	28,700.70
	Annual Fee	1,000.00
	Sales Tax	1,634.87
	Slip Transfer Fee	100.00
14-May	Slip Fees	28,185.76
	Sales Tax	1,605.23
	Annual Fee	1,000.00

Balance as of 5/14/20**\$801,398.77**

Marina Operating Account 2020

12/31/2019 Balance Carried Forward		206,988.18
6-Jan Ck# 786	Washburn Marina	-15,608.00
10-Jan	Deposit	45,725.32
1//13 Ck# 787	Washburn Marina	-15,608.00
	Sales Tax	-1,698.23
17-Jan	Deposit	37,260.75
20-Jan Ck# 788	Washburn Marina	-15,608.00
23-Jan	Deposit	19,813.60
27-Jan Ck# 789	Washburn Marina	-15,608.00
31-Jan	Interest	1.96
3-Feb Ck# 790	Washburn Marina	-15,006.00
6-Feb	Deposit	3,600.13
10-Feb Ck# 791	Washburn Marina	-15,006.00
	Sales Tax	-63.74
10-Feb	Deposit	20,927.67
17-Feb Ck# 792	Washburn Marina	-15,006.00
20-Feb Ck# 793	Washburn Marina	-15,006.00
28-Feb	Interest	1.79
2-Mar Ck# 794	Washburn Marina	-11,827.00
6-Mar	Deposit	21,217.58
9-Mar Ck# 795	Washburn Marina	-11,827.00
12-Mar	Deposit	14,100.08
16-Mar Ck# 796	Washburn Marina	-11,827.00
	Sales Tax	-2,482.41
20-Mar Ck# 797	Washburn Marina	-11,827.00
20-Mar	Deposit	45,072.83
20-Mar Ck# 798	Sales Tax	-2,974.29
26-Mar	Deposit	17,214.06
27-Mar Ck# 799	Washburn Marina	-11,826.00
31-Mar	Deposit	4,545.75
31-Mar	Interest	1.88
13-Apr Ck# 800	Washburn Marina	-14,527.00
17-Apr	Deposit	20,663.62
20-Apr Ck# 801	Sales Tax	-1,967.67
23-Apr	Deposit	11,639.25
27-Apr Ck# 802	Washburn Marina	-14,527.00
30-Apr	Deposit	24,215.87
30-Apr	Interest	2.08
4-May Ck# 803	Washburn Marina	-10,130.00
7-May	Deposit	19,112.31
11-May Ck# 804	Washburn Marina	-10,130.00
14-May	Deposit	15,920.50
Balance as of 5/14/20		287,934.87

**ASSIGNMENT OF
BOAT/SLIP LEASE & CERTIFICATE**

Return to: City Clerk
City of Washburn
P.O. Box 638
Washburn, WI 54891

291-1013-08007
Tax Parcel Number:
This is not homestead property

*No Return is needed if the wording on the recorded lease states "This is a lease less than 99 years and not a conveyance per sec. 77.21 (1), Wis. Stats."

**THIS ASSIGNMENT OF BOAT SLIP/LEASE AND
CERTIFICATE AND ASSIGNMENT OF LEASEHOLD
INTERESTS AND EASEMENTS TO FACILITIES IN
THE CITY OF WASHBURN MARINA is made this**

29th day of April, 2020, by and between Dale K. Anderson

whose address is 22421 Evergreen Circle Forest Lake Minnesota 55025
Street Address City State & Zip

the Assignors, and Gregory M. Pennella and Susan E. Clifford as joint tenants with right
of 3975 Paradox End Avenue South Afton Minnesota 55001
Street Address City State & Zip
of survivorship

the Assignees, all rights and interests in a boat slip within the City of Washburn Marina upon the terms that follow:

DO NOT COMPLETE THIS SECTION

Boat Slip. This assignment is made of Slip No. 85 in the City of Washburn Marina, City of Washburn, Bayfield County, Wisconsin and of the *Boat Slip Lease Agreement and Certificate* entered into between the City of Washburn and Washburn Marine, Inc. recorded at the office of the Bayfield County Register of Deeds on the ___ day of _____, _____ in Volume _____ of Records, Page(s) _____ as Document No. _____.

1. Compensation. The Assignee agrees to pay the Assignor the sum of \$ ~~XXXXXXX~~ 20,000.00
2. Transfer Fee. A transfer fee of \$100.00 (One Hundred Dollars) required by the City of Washburn shall be paid to the City of Washburn Harbor Commission. A transfer recording fee of \$30 (Thirty Dollars) required of the Bayfield County Register of Deed office, shall be paid to the City of Washburn Harbor Commission before the transfer shall be submitted to the Commission for approval or recorded by the Commission. Total fee being \$130.00 (One Hundred Thirty Dollars).
3. Assignment of Rights. Assignor hereby assigns and transfers to Assignee all of its rights, title and interest in the Boat Slip Lease and Certificate described above and in the leasehold interest created therein.

4. Assumption of Obligations. Assignee hereby assumes all of the obligations under the terms of the *Boat Slip Lease and Certificate* described above, including those obligations contained in the *Declarations*, and agrees to perform all of the terms, covenants, and conditions as set forth therein.
5. Marina Rules & Policies. Assignee agrees to comply with the rules and policies of the operation of the marina enacted by the City, its Harbor Commission, and Marina Operator.
6. Maximum Boat Length & Width. The Lessee may dock a boat in the slip noted in paragraph 1 not exceeding 41 feet in length inclusive of pulpits and swimming platforms. The boat may not exceed in width, at its widest point inclusive of fenders and bumpers, 50% of the width of water separating the slip finger pier from the adjoining slip finger pier, minus 12 feet.
7. Incorporation By Reference. The *Declarations*, which contain extensive and detailed terms applicable to the Lease assigned herein, are hereby incorporated by reference as if fully set out herein. The Assignee acknowledges receipt of a copy of the *Declarations*.
8. Definitions.
 - a) ACity@ means the City of Washburn, a municipal corporation within Bayfield County, Wisconsin.
 - b) ADeclarations@ means the *City of Washburn Municipal Marina Slip Declarations*, recorded at 372 Records, pages 166-187, and as subsequently amended.
 - c) AMarina Operator@ means the entity designated by the City to manage the day - to-day operation of the Washburn Marina.

ASSIGNOR:

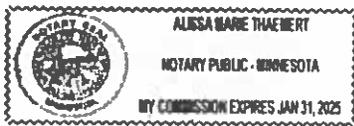


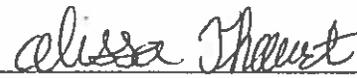
 Dale K. Anderson

ACKNOWLEDGMENT

Minnesota
 STATE OF WISCONSIN)
 Chicago)ss.
 COUNTY OF BAYFIELD)

This instrument was acknowledged before me on this 1st Day of May 2020, by
 Dale K. Anderson




 Notary Public, State of Minnesota
 My commission expires: January 31, 2025

ASSIGNEE:

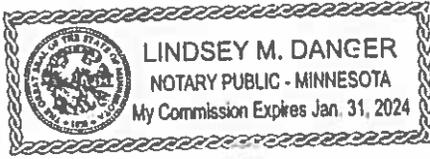

 Gregory M. Pennella


 Susan E. Clifford

ACKNOWLEDGMENT

Minnesota
 STATE OF WISCONSIN)
 Washington)ss.
 COUNTY OF BAYFIELD)

This instrument was acknowledged before me on April 29, 2020, by
 Gregory M. Pennella and Susan E. Clifford



Lindsey Danger
Notary Public, State of ^{Minnesota} Wisconsin
My commission expires: 01/31/2024

CONSENT OF THE CITY OF WASHBURN HARBOR COMMISSION:

The City of Washburn Harbor Commission hereby consents to the forgoing assignment this _____ day of _____.

By:

_____, President _____, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF BAYFIELD)

This instrument was acknowledged before me on _____, by _____ and _____

as President and Secretary of the City of Washburn Harbor Commission.

Notary Public, State of Wisconsin
My commission expires: _____

(Seal)

This document was drafted by:
City of Washburn
119 Washington Avenue
P.O. Box 638
Washburn, Wisconsin 54891

**CITY OF WASHBURN
WASHBURN HARBOR COMMISSION
ASSIGNMENT OF BOAT SLIP/UNIT
LEASE & CERTIFICATE**

**#291-1013-08007
#04-291-2-48-04-05-1 05-001-11000**

Tax Parcel Number: *This is not homestead property*

Return To: Washburn Marina
PO Box 482
Washburn, WI 54891

Recording Area

THIS ASSIGNMENT OF BOAT SLIP/LEASE AND CERTIFICATE AND ASSIGNMENT OF LEASEHOLD INTERESTS AND EASEMENTS TO FACILITIES IN THE CITY OF WASHBURN MARINA is made this 20TH day of APRIL, 2020 BY AND BETWEEN JERRY DARWIN OF IRON RIVER WISCONSIN AS THE ASSIGNER AND MATT CROWELL, AND MICHELLE CROWELL OF WASHBURN WISCONSIN AS THE ASSIGNEE(S) ALL RIGHTS AND INTERESTS IN BOAT SLIP #99 LOCATED IN THE CITY OF WASHBURN MARINA UPON THE TERMS AS FOLLOWS

1. **Compensation.** The Assignee agrees to pay the Assignor the sum of \$7000 SEVEN THOUSAND DOLLARS
2. **Transfer Fee.** A slip transfer fee of \$130.00 (One Hundred Thirty Dollars) is required by the City of Washburn and shall be paid to the City of Washburn Marina. Included in the slip transfer fee is the \$30.00 (Thirty Dollars) required by the Bayfield County Register of Deeds office for recording the transfer. This amount of \$100 shall be paid to the City of Washburn Marina before the transfer shall be submitted to the Commission for approval or recorded by the Commission.
3. **Assignment of Rights.** Assignor hereby assigns and transfer to Assignee all of its rights, title and interest in the Boat Slip Lease and Certificate described above and in the leasehold interest created therein.
4. **Assumption of Obligations.** Assignee hereby assumes all of the obligations under the terms of the *Boat Slip Lease and Certificate* described above, including those obligations contained the *Declarations*, and agrees to perform all the terms, covenants, and conditions as set forth therein.
5. **Marina Rules & Policies.** Assignee agrees to comply with the rules and policies of the operations of the Marina enacted by the City, its Harbor Commission, and Marina Operator.
6. **Maximum Boat Length & Width.** The Assignee may dock a boat in the slip noted in paragraph 1 not exceeding 33 feet in length inclusive of pulpits and swimming platforms. The boat may not exceed in width, at its widest point inclusive of fenders and bumpers, 50% of the width of water separating the slip finger pier from the adjoining slip finger pier, minus 1 ½ feet.
7. **Incorporation By Reference.** The *Declarations*, which contains extensive and detailed terms applicable to the lease assigned herein, are hereby incorporated by reference as if fully set out herein. The Assignee acknowledges receipt of a copy of the *Declarations*. This document is a lease of less than 99 years and not a conveyance subject to return and fee per sec. 77.21(1), Stats.
8. **Definitions.**
 - a) "City" means the City of Washburn, a municipal corporation within Bayfield County, Wisconsin.
 - b) "*Declarations*" means the *City of Washburn Municipal Marina Slip Declarations*, recorded at 372 Records, pages 166-187, and as subsequently amended.
 - c) "Marina Operator" means the entity designated by the City to manage the day-to-day operation of the Washburn Marina.



ASSIGNOR:
 Signature: Jerry Darwin Date: 4-21-2020
Jerry Darwin
 Printed Name:

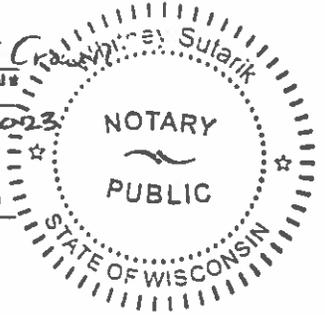
STATE OF W.I. ACKNOWLEDGEMENT
 COUNTY OF Bayfield

On this 21st day of April, 2020, before me a notary public, within and for said County, personally appeared Jerry Darwin, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged that he executed it.
 Notary Public: Deborah J. Olsson
 My commission expires: 01/29/2021

ASSIGNEE:
 Signature: Matt Crowell Date: 4-28-2020
Matt Crowell
 Printed Name:

STATE OF Wisconsin ACKNOWLEDGEMENT
 COUNTY OF Bayfield

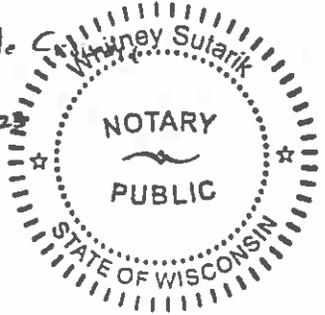
On this 28th day of April, 2020, before me a notary public, within and for said County, personally appeared Matt Crowell, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged that he executed it.
 Notary Public: Winifred Sutarik
 My commission expires: 7/23/2023



ASSIGNEE:
 Signature: Michelle Crowell Date: 4-28-2020
Michelle Crowell
 Printed Name:

STATE OF Wisconsin ACKNOWLEDGEMENT
 COUNTY OF Bayfield

On this 28th day of April, 2020, before me a notary public, within and for said County, personally appeared Michelle Crowell, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged that he executed it.
 Notary Public: Winifred Sutarik
 My commission expires: 7/23/2023



CONSENT OF THE CITY OF WASHBURN HARBOR COMMISSION:

Signature: _____ Date: _____
 Printed Name: _____

STATE OF _____ ACKNOWLEDGEMENT
 COUNTY OF _____

On this _____ day of _____, 20____, before me a notary public, within and for said County, personally appeared _____ to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged that he executed it.

This document is as described by
 City of Washburn Marina
 1 Marina Drive
 Washburn, Wisconsin 54991

Notary Public
 My commission expires: _____



CITY OF WASHBURN

PO BOX 638

WASHBURN, WI 54891

Receipt Nbr: 29608

Date: 4/29/2020

Check

**RECEIVED
FROM**

MATTHEW CROWELL

\$100.00

Type of Payment

Description

Amount

Accounting

SLIP TRANSFER FEE

100.00

SLIP TRANSFER FEE #99

TOTAL RECEIVED

100.00

Washburn Marina
Balance Sheet
As of April 30, 2020

	<u>Apr 30, 20</u>		
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings		Current Liabilities	
1-1100 · Cash		Accounts Payable	
1-1110 · Checking	25,416.72	2-1100 · Accounts Payable	7,335.20
1-1120 · Petty Cash	1,428.90	Total Accounts Payable	7,335.20
Total 1-1100 · Cash	<u>26,845.62</u>	Credit Cards	
Total Checking/Savings	26,845.62	2-1110 · Credit Card Payable	3,944.74
Accounts Receivable		Total Credit Cards	<u>3,944.74</u>
1-1200 · Accounts Receivable		Other Current Liabilities	
1-1210 · Billed Invoices	56,453.63	2-1300 · Payroll Liabilities	
1-1220 · Slip Holder Fees	-67,510.18	2-1310 · Employee Health Benefits	292.99
Total 1-1200 · Accounts Receivable	<u>-11,056.55</u>	2-1320 · Unemployment Comp Tax	369.18
Total Accounts Receivable	-11,056.55	2-1330 · State Withholding	1,357.25
Other Current Assets		2-1340 · Federal/FICA Withholding	2,302.38
1-1300 · Ship Store Inventory		Total 2-1300 · Payroll Liabilities	<u>4,321.80</u>
1-1311 · Clothing	386.49	2-1400 · Tax Liabilities	
1-1313 · Marine Supplies	62,776.19	2-1410 · Sales Tax Payable	7,776.60
1-1314 · Personal Items	1,933.06	Total 2-1400 · Tax Liabilities	<u>7,776.60</u>
1-1316 · Diesel Fuel	3,684.21	2-1500 · Other Liabilities	
1-1317 · Gasoline	3,561.17	2-1520 · Deferred Unearned Revenue	
1-1318 · Service Parts	461.98	2-1521 · Slip Rent and Sales	41,289.60
1-1319 · Slow Moving Contra	935.22	2-1522 · Gift Certificates Outstanding	192.88
Total 1-1300 · Ship Store Inventory	<u>73,738.32</u>	2-1523 · Haul Out, Storage, Launch	57,147.39
1-1340 · Prepaid Expenses	16,045.57	Total 2-1520 · Deferred Unearned Revenue	<u>98,629.87</u>
12000 · Undeposited Funds	43,126.83	2-1530 · Refundable Deposits	4,245.30
Total Other Current Assets	<u>132,910.72</u>	Total 2-1500 · Other Liabilities	<u>102,875.17</u>
Total Current Assets	148,699.79	Total Other Current Liabilities	<u>114,973.57</u>
Fixed Assets		Total Current Liabilities	<u>126,253.51</u>
1-2100 · Furniture, Fixtures, Equipment	1,528.47	Total Liabilities	126,253.51
Total Fixed Assets	<u>1,528.47</u>	Equity	
TOTAL ASSETS	<u><u>150,228.26</u></u>	3-3000 · Retained Earnings	22,447.37
		Net Income	1,527.38
		Total Equity	<u>23,974.75</u>
		TOTAL LIABILITIES & EQUITY	<u><u>150,228.26</u></u>

Washburn Marina
Washburn Marina Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4-1000 · Facility Income	87,240.41	86,500.00	740.41	100.86%
4-2000 · Service Dept Income	21,474.27	44,383.00	-22,908.73	48.38%
4-3000 · Ship Store Income	1,647.55	7,265.00	-5,617.45	22.68%
Total Income	110,362.23	138,148.00	-27,785.77	79.89%
Cost of Goods Sold				
5-2000 · Service Dept COGS	12,422.93	12,143.00	279.93	102.31%
5-3000 · Ship Store COGS	1,042.13	4,852.00	-3,809.87	21.48%
Total COGS	13,465.06	16,995.00	-3,529.94	79.23%
Gross Profit	96,897.17	121,153.00	-24,255.83	79.98%
Expense				
6-1000 · Facility Expenses	1,731.93	3,450.00	-1,718.07	50.2%
6-2000 · Service Dept Expenses	6,357.75	11,052.00	-4,694.25	57.53%
6-3000 · Ship Store Expenses	2,783.82	5,594.00	-2,810.18	49.76%
6-4000 · General Expenses	22,127.36	21,017.00	1,110.36	105.28%
Total Expense	33,000.86	41,113.00	-8,112.14	80.27%
Net Ordinary Income	63,896.31	80,040.00	-16,143.69	79.83%
Net Income	63,896.31	80,040.00	-16,143.69	79.83%

PREVIOUS YEAR COMPARISON	Apr 20	Apr 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
4-1000 · Facility Income	87,240.41	84,765.83	2,474.58	2.92%
4-2000 · Service Dept Income	21,474.27	61,335.06	-39,860.79	-64.99%
4-3000 · Ship Store Income	1,647.55	8,838.20	-7,190.65	-81.36%
Total Income	110,362.23	154,939.09	-44,576.86	-28.77%
Cost of Goods Sold				
5-2000 · Service Dept COGS	12,422.93	20,524.39	-8,101.46	-39.47%
5-3000 · Ship Store COGS	1,042.13	6,225.43	-5,183.30	-83.26%
Total COGS	13,465.06	26,749.82	-13,284.76	-49.66%
Gross Profit	96,897.17	128,189.27	-31,292.10	-24.41%
Expense				
6-1000 · Facility Expenses	1,731.93	3,089.08	-1,357.15	-43.93%
6-2000 · Service Dept Expenses	6,357.75	9,826.60	-3,468.85	-35.3%
6-3000 · Ship Store Expenses	2,783.82	4,058.88	-1,275.06	-31.41%
6-4000 · General Expenses	22,127.36	21,093.58	1,033.78	4.9%
Total Expense	33,000.86	38,068.14	-5,067.28	-13.31%
Net Ordinary Income	63,896.31	90,121.13	-26,224.82	-29.1%
Net Income	63,896.31	90,121.13	-26,224.82	-29.1%

Washburn Marina
Washburn Marina Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4-1000 · Facility Income				
4-1100 · In-Season	85,099.20	84,000.00	1,099.20	101.31%
4-1200 · Off-Season	2,025.00	2,000.00	25.00	101.25%
4-1400 · Misc Services	116.21	500.00	-383.79	23.24%
Total 4-1000 · Facility Income	87,240.41	86,500.00	740.41	100.86%
4-2000 · Service Dept Income				
4-2100 · Labor				
4-2111 · Electrical-Plumbing	2,305.50	7,847.00	-5,541.50	29.38%
4-2112 · Fiberglass-Woodwork	7,617.50	11,770.00	-4,152.50	64.72%
4-2113 · Mechanical	513.00	8,631.00	-8,118.00	5.94%
4-2114 · Rigging	0.00	1,569.00	-1,569.00	0.0%
4-2120 · Unit Billed Services				
4-2121 · Haul Out/Launch	6,139.58	7,909.00	-1,769.42	77.63%
4-2122 · Other Unit Billed	600.00	1,507.00	-907.00	39.81%
Total 4-2120 · Unit Billed Services	6,739.58	9,416.00	-2,676.42	71.58%
Total 4-2100 · Labor	17,175.58	39,233.00	-22,057.42	43.78%
4-2200 · Materials	1,760.94	5,000.00	-3,239.06	35.22%
4-2300 · Contract Services	2,500.00	0.00	2,500.00	100.0%
4-2400 · Misc Charges	37.75	250.00	-212.25	15.1%
4-2500 · Credit/Refunds	0.00	-100.00	100.00	0.0%
Total 4-2000 · Service Dept Income	21,474.27	44,383.00	-22,908.73	48.38%
4-3000 · Ship Store Income				
4-3100 · Store Sales				
4-3110 · Clothing	13.58	15.00	-1.42	90.53%
4-3120 · Consumables	0.00	0.00	0.00	0.0%
4-3130 · Marine Supplies	1,388.54	5,000.00	-3,611.46	27.77%
4-3140 · Personal Items	0.00	250.00	-250.00	0.0%
4-3150 · Special Orders	148.46	2,000.00	-1,851.54	7.42%
Total 4-3100 · Store Sales	1,550.58	7,265.00	-5,714.42	21.34%
4-3200 · Fuel Dock Sales				
4-3210 · Diesel	96.97	0.00	96.97	100.0%
4-3220 · Gasoline	0.00	0.00	0.00	0.0%
4-3230 · Pump Out	0.00	0.00	0.00	0.0%
Total 4-3200 · Fuel Dock Sales	96.97	0.00	96.97	100.0%
Total 4-3000 · Ship Store Income	1,647.55	7,265.00	-5,617.45	22.68%
Total Income	110,362.23	138,148.00	-27,785.77	79.89%
Cost of Goods Sold				
5-2000 · Service Dept COGS				
5-2100 · Labor				
5-2110 · Billable Hourly Labor				
5-2111 · Electrical-Plumbing	1,188.13	1,210.00	-21.87	98.19%
5-2112 · Fiberglass-Woodworking	6,449.59	3,284.00	3,165.59	196.39%
5-2113 · Mechanical	690.59	1,729.00	-1,038.41	39.94%

Washburn Marina
Washburn Marina Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
5-2114 · Rigging	0.00	346.00	-346.00	0.0%
Total 5-2110 · Billable Hourly Labor	8,328.31	6,569.00	1,759.31	126.78%
5-2120 · Unit Billed Services				
5-2121 · Haul Out/Launch	595.65	1,742.00	-1,146.35	34.19%
5-2122 · Other	92.41	332.00	-239.59	27.83%
Total 5-2120 · Unit Billed Services	688.06	2,074.00	-1,385.94	33.18%
5-2100 · Labor - Other	0.00	0.00	0.00	0.0%
Total 5-2100 · Labor	9,016.37	8,643.00	373.37	104.32%
5-2200 · Subcontract Services	2,500.00	0.00	2,500.00	100.0%
5-2300 · Materials	906.56	3,500.00	-2,593.44	25.9%
Total 5-2000 · Service Dept COGS	12,422.93	12,143.00	279.93	102.31%
5-3000 · Ship Store COGS				
5-3100 · Store Sales				
5-3110 · Clothing	13.58	12.00	1.58	113.17%
5-3120 · Consumables	0.00	0.00	0.00	0.0%
5-3130 · Marine Supplies	828.56	3,250.00	-2,421.44	25.49%
5-3140 · Personal Items	0.00	190.00	-190.00	0.0%
5-3150 · Special Orders	102.95	1,400.00	-1,297.05	7.35%
Total 5-3100 · Store Sales	945.09	4,852.00	-3,906.91	19.48%
5-3200 · Fuel Dock Sales				
5-3210 · Diesel	97.04	0.00	97.04	100.0%
5-3220 · Gasoline	0.00	0.00	0.00	0.0%
Total 5-3200 · Fuel Dock Sales	97.04	0.00	97.04	100.0%
Total 5-3000 · Ship Store COGS	1,042.13	4,852.00	-3,809.87	21.48%
Total COGS	13,465.06	16,995.00	-3,529.94	79.23%
Gross Profit	96,897.17	121,153.00	-24,255.83	79.98%
Expense				
6-1000 · Facility Expenses				
6-1100 · Utilities				
6-1110 · Marina	128.72	200.00	-71.28	64.36%
6-1120 · Buildings/Grounds	912.24	1,200.00	-287.76	76.02%
Total 6-1100 · Utilities	1,040.96	1,400.00	-359.04	74.35%
6-1200 · Maintenance & Supplies				
6-1210 · Marina	140.01	250.00	-109.99	56.0%
6-1220 · Buildings/Grounds	550.96	1,300.00	-749.04	42.38%
Total 6-1200 · Maintenance & Supplies	690.97	1,550.00	-859.03	44.58%
6-1300 · Contingent Expense	0.00	500.00	-500.00	0.0%
Total 6-1000 · Facility Expenses	1,731.93	3,450.00	-1,718.07	50.2%
6-2000 · Service Dept Expenses				
6-2100 · Non-Billable Wages & Taxes				
6-2110 · Non-Billable Salary & Wages				
6-2111 · Administrative	2,577.91	3,160.00	-582.09	81.58%
6-2112 · Warranty/Credit	151.51	451.00	-299.49	33.59%
6-2113 · General Maintenance	358.42	903.00	-544.58	39.69%

Washburn Marina
Washburn Marina Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
Total 6-2110 · Non-Billable Salary & Wages	3,087.84	4,514.00	-1,426.16	68.41%
6-2120 · FICA/Medicare	917.12	1,118.00	-200.88	82.03%
6-2130 · Unemployment Compensation	249.64	200.00	49.64	124.82%
6-2140 · Workers Compensation	289.01	597.00	-307.99	48.41%
Total 6-2100 · Non-Billable Wages & Taxes	4,543.61	6,429.00	-1,885.39	70.67%
6-2200 · Employee Benefits				
6-2210 · Holiday Pay	0.00	0.00	0.00	0.0%
6-2220 · Personal Time Compensation	214.94	957.00	-742.06	22.46%
6-2230 · Health Insurance	646.35	1,131.00	-484.65	57.15%
6-2240 · Retirement Plan	326.79	438.00	-111.21	74.61%
Total 6-2200 · Employee Benefits	1,188.08	2,526.00	-1,337.92	47.03%
6-2310 · Education & Training	166.67	167.00	-0.33	99.8%
6-2320 · Equipment Maintenance	132.92	525.00	-392.08	25.32%
6-2330 · Freight & Shipping	1.50	250.00	-248.50	0.6%
6-2340 · Hazardous Waste Removal	0.00	0.00	0.00	0.0%
6-2350 · Small Tools	569.69	410.00	159.69	138.95%
6-2360 · Supplies	-356.72	0.00	-356.72	100.0%
6-2370 · Travel/Lodging/Meals	0.00	0.00	0.00	0.0%
6-2380 · Uniforms	14.33	500.00	-485.67	2.87%
6-2390 · Utilities	97.67	95.00	2.67	102.81%
6-2400 · Warranty Parts	0.00	150.00	-150.00	0.0%
Total 6-2000 · Service Dept Expenses	6,357.75	11,052.00	-4,694.25	57.53%
6-3000 · Ship Store Expenses				
6-3100 · Wages & Taxes				
6-3110 · Regular & OT Wages	1,727.91	3,219.00	-1,491.09	53.68%
6-3120 · FICA/Medicare	152.01	278.00	-125.99	54.68%
6-3130 · Unemployment Compensation	41.38	30.00	11.38	137.93%
6-3140 · Workers Compensation	47.91	292.00	-244.09	16.41%
Total 6-3100 · Wages & Taxes	1,969.21	3,819.00	-1,849.79	51.56%
6-3200 · Employee Benefits				
6-3210 · Holiday Pay	0.00	0.00	0.00	0.0%
6-3220 · Personal Time Compensation	222.48	421.00	-198.52	52.85%
6-3230 · Health Insurance	325.52	377.00	-51.48	86.35%
6-3240 · Retirement Plan	197.64	161.00	36.64	122.76%
Total 6-3200 · Employee Benefits	745.64	959.00	-213.36	77.75%
6-3300 · Education & Training	0.00	0.00	0.00	0.0%
6-3310 · Equipment/Maintenance	0.00	25.00	-25.00	0.0%
6-3320 · Freight/Shipping	0.00	200.00	-200.00	0.0%
6-3330 · Supplies	-28.69	100.00	-128.69	-28.69%
6-3340 · Travel/Lodging/Meals	0.00	0.00	0.00	0.0%
6-3350 · Uniforms	0.00	400.00	-400.00	0.0%
6-3360 · Utilities	97.67	91.00	6.67	107.33%
6-3370 · Over/Under	-0.01	0.00	-0.01	100.0%
Total 6-3000 · Ship Store Expenses	2,783.82	5,594.00	-2,810.18	49.76%
6-4000 · General Expenses				

Washburn Marina
Washburn Marina Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
6-4100 · Wages & Taxes				
6-4110 · Administration Wages	11,492.25	9,104.00	2,388.25	126.23%
6-4120 · Repair/Maintenance Wages	3,782.17	2,086.00	1,696.17	181.31%
6-4130 · FICA/Medicare	1,216.15	888.00	328.15	136.95%
6-4140 · Unemployment Compensation	331.04	30.00	301.04	1,103.47%
6-4150 · Workers Compensation	383.25	244.00	139.25	157.07%
Total 6-4100 · Wages & Taxes	17,204.86	12,352.00	4,852.86	139.29%
6-4200 · Employee Benefits				
6-4210 · Holiday Pay	0.00	0.00	0.00	0.0%
6-4220 · Personal Time Compensation	329.09	206.00	123.09	159.75%
6-4230 · Health Insurance	839.10	1,279.00	-439.90	65.61%
6-4240 · Retirement Plan	325.35	348.00	-22.65	93.49%
Total 6-4200 · Employee Benefits	1,493.54	1,833.00	-339.46	81.48%
6-4300 · Advertising & Marketing	555.89	1,100.00	-544.11	50.54%
6-4310 · Contract Services	35.13	38.00	-2.87	92.45%
6-4320 · Donations	0.00	0.00	0.00	0.0%
6-4330 · Education & Training	166.66	167.00	-0.34	99.8%
6-4340 · Equipmt/Furnish/Sm Tools/Maint	0.00	0.00	0.00	0.0%
6-4350 · Insurance	1,158.08	1,400.00	-241.92	82.72%
6-4370 · License/Permit/Fee/Dues/Subscr	0.00	150.00	-150.00	0.0%
6-4380 · Office Supplies/Postage	238.43	175.00	63.43	136.25%
6-4390 · Professional Services	0.00	150.00	-150.00	0.0%
6-4400 · Service Charges	1,105.47	2,900.00	-1,793.53	38.15%
6-4410 · Supplies	1.96	100.00	-98.04	1.96%
6-4420 · Travel/Lodging/Miles	0.00	0.00	0.00	0.0%
6-4430 · Uniforms	0.00	300.00	-300.00	0.0%
6-4440 · Utilities	272.54	277.00	-4.46	98.39%
6-4450 · Misc Expenses	0.27	125.00	-124.73	0.22%
6-4460 · Purchases Discount	-106.47	-50.00	-56.47	212.94%
Total 6-4000 · General Expenses	22,127.36	21,017.00	1,110.36	105.28%
Total Expense	33,000.86	41,113.00	-8,112.14	80.27%
Net Ordinary Income	63,896.31	80,040.00	-16,143.69	79.83%
Net Income	63,896.31	80,040.00	-16,143.69	79.83%

**Washburn Marina
Facilities Budget vs. Actual
April 2020**

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4-1000 · Facility Income				
4-1100 · In-Season	85,099.20	84,000.00	1,099.20	101.31%
4-1200 · Off-Season	2,025.00	2,000.00	25.00	101.25%
4-1300 · Maintenance Fees	0.00	0.00	0.00	0.0%
4-1400 · Misc Services	116.21	500.00	-383.79	23.24%
Total 4-1000 · Facility Income	87,240.41	86,500.00	740.41	100.86%
Total Income	87,240.41	86,500.00	740.41	100.86%
Gross Profit	87,240.41	86,500.00	740.41	100.86%
Expense				
6-1000 · Facility Expenses				
6-1100 · Utilities				
6-1110 · Marina	128.72	200.00	-71.28	64.36%
6-1120 · Buildings/Grounds	912.24	1,200.00	-287.76	76.02%
Total 6-1100 · Utilities	1,040.96	1,400.00	-359.04	74.35%
6-1200 · Maintenance & Supplies				
6-1210 · Marina	140.01	250.00	-109.99	56.0%
6-1220 · Buildings/Grounds	550.96	1,300.00	-749.04	42.38%
Total 6-1200 · Maintenance & Supplies	690.97	1,550.00	-859.03	44.58%
6-1300 · Contingent Expense	0.00	500.00	-500.00	0.0%
Total 6-1000 · Facility Expenses	1,731.93	3,450.00	-1,718.07	50.2%
Total Expense	1,731.93	3,450.00	-1,718.07	50.2%
Net Ordinary Income	85,508.48	83,050.00	2,458.48	102.96%
Net Income	85,508.48	83,050.00	2,458.48	102.96%

PREVIOUS YEAR COMPARISON	Apr 20	Apr 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
4-1000 · Facility Income	87,240.41	84,765.83	2,474.58	2.92%
Total Income	87,240.41	84,765.83	2,474.58	2.92%
Gross Profit	87,240.41	84,765.83	2,474.58	2.92%
Expense				
6-1000 · Facility Expenses	1,731.93	3,089.08	-1,357.15	-43.93%
Total Expense	1,731.93	3,089.08	-1,357.15	-43.93%
Net Ordinary Income	85,508.48	81,676.75	3,831.73	4.69%
Net Income	85,508.48	81,676.75	3,831.73	4.69%

Washburn Marina
Service Department Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4-2000 · Service Dept Income				
4-2100 · Labor				
4-2111 · Electrical-Plumbing	2,305.50	7,847.00	-5,541.50	29.38%
4-2112 · Fiberglass-Woodwork	7,617.50	11,770.00	-4,152.50	64.72%
4-2113 · Mechanical	513.00	8,631.00	-8,118.00	5.94%
4-2114 · Rigging	0.00	1,569.00	-1,569.00	0.0%
4-2120 · Unit Billed Services				
4-2121 · Haul Out/Launch	6,139.58	7,909.00	-1,769.42	77.63%
4-2122 · Other Unit Billed	600.00	1,507.00	-907.00	39.81%
Total 4-2120 · Unit Billed Services	6,739.58	9,416.00	-2,676.42	71.58%
Total 4-2100 · Labor	17,175.58	39,233.00	-22,057.42	43.78%
4-2200 · Materials	1,760.94	5,000.00	-3,239.06	35.22%
4-2300 · Contract Services	2,500.00	0.00	2,500.00	100.0%
4-2400 · Misc Charges	37.75	250.00	-212.25	15.1%
4-2500 · Credit/Refunds	0.00	-100.00	100.00	0.0%
Total 4-2000 · Service Dept Income	21,474.27	44,383.00	-22,908.73	48.38%
Total Income	21,474.27	44,383.00	-22,908.73	48.38%
Cost of Goods Sold				
5-2000 · Service Dept COGS				
5-2100 · Labor				
5-2110 · Billable Hourly Labor				
5-2111 · Electrical-Plumbing	1,188.13	1,210.00	-21.87	98.19%
5-2112 · Fiberglass-Woodworking	6,449.59	3,284.00	3,165.59	196.39%
5-2113 · Mechanical	690.59	1,729.00	-1,038.41	39.94%
5-2114 · Rigging	0.00	346.00	-346.00	0.0%
Total 5-2110 · Billable Hourly Labor	8,328.31	6,569.00	1,759.31	126.78%
5-2120 · Unit Billed Services				
5-2121 · Haul Out/Launch	595.65	1,742.00	-1,146.35	34.19%
5-2122 · Other	92.41	332.00	-239.59	27.83%
Total 5-2120 · Unit Billed Services	688.06	2,074.00	-1,385.94	33.18%
5-2100 · Labor - Other	0.00	0.00	0.00	0.0%
Total 5-2100 · Labor	9,016.37	8,643.00	373.37	104.32%
5-2200 · Subcontract Services	2,500.00	0.00	2,500.00	100.0%
5-2300 · Materials	906.56	3,500.00	-2,593.44	25.9%
Total 5-2000 · Service Dept COGS	12,422.93	12,143.00	279.93	102.31%
Total COGS	12,422.93	12,143.00	279.93	102.31%
Gross Profit	9,051.34	32,240.00	-23,188.66	28.08%
Expense				
6-2000 · Service Dept Expenses				
6-2100 · Non-Billable Wages & Taxes				
6-2110 · Non-Billable Salary & Wages				
6-2111 · Administrative	2,577.91	3,160.00	-582.09	81.58%

Washburn Marina
Service Department Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
6-2112 · Warranty/Credit	151.51	451.00	-299.49	33.59%
6-2113 · General Maintenance	358.42	903.00	-544.58	39.69%
Total 6-2110 · Non-Billable Salary & Wages	3,087.84	4,514.00	-1,426.16	68.41%
6-2120 · FICA/Medicare	917.12	1,118.00	-200.88	82.03%
6-2130 · Unemployment Compensation	249.64	200.00	49.64	124.82%
6-2140 · Workers Compensation	289.01	597.00	-307.99	48.41%
Total 6-2100 · Non-Billable Wages & Taxes	4,543.61	6,429.00	-1,885.39	70.67%
6-2200 · Employee Benefits				
6-2210 · Holiday Pay	0.00	0.00	0.00	0.0%
6-2220 · Personal Time Compensation	214.94	957.00	-742.06	22.46%
6-2230 · Health Insurance	646.35	1,131.00	-484.65	57.15%
6-2240 · Retirement Plan	326.79	438.00	-111.21	74.61%
Total 6-2200 · Employee Benefits	1,188.08	2,526.00	-1,337.92	47.03%
6-2310 · Education & Training	166.67	167.00	-0.33	99.8%
6-2320 · Equipment Maintenance	132.92	525.00	-392.08	25.32%
6-2330 · Freight & Shipping	1.50	250.00	-248.50	0.6%
6-2340 · Hazardous Waste Removal	0.00	0.00	0.00	0.0%
6-2350 · Small Tools	569.69	410.00	159.69	138.95%
6-2360 · Supplies	-356.72	0.00	-356.72	100.0%
6-2370 · Travel/Lodging/Meals	0.00	0.00	0.00	0.0%
6-2380 · Uniforms	14.33	500.00	-485.67	2.87%
6-2390 · Utilities	97.67	95.00	2.67	102.81%
6-2400 · Warranty Parts	0.00	150.00	-150.00	0.0%
Total 6-2000 · Service Dept Expenses	6,357.75	11,052.00	-4,694.25	57.53%
Total Expense	6,357.75	11,052.00	-4,694.25	57.53%
Net Ordinary Income	2,693.59	21,188.00	-18,494.41	12.71%
Net Income	2,693.59	21,188.00	-18,494.41	12.71%

PREVIOUS YEAR COMPARISON	Apr 20	Apr 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
4-2000 · Service Dept Income	21,474.27	61,335.06	-39,860.79	-64.99%
Total Income	21,474.27	61,335.06	-39,860.79	-64.99%
Cost of Goods Sold				
5-2000 · Service Dept COGS	12,422.93	20,524.39	-8,101.46	-39.47%
Total COGS	12,422.93	20,524.39	-8,101.46	-39.47%
Gross Profit	9,051.34	40,810.67	-31,759.33	-77.82%
Expense				
6-2000 · Service Dept Expenses	6,357.75	9,826.60	-3,468.85	-35.3%
Total Expense	6,357.75	9,826.60	-3,468.85	-35.3%
Net Ordinary Income	2,693.59	30,984.07	-28,290.48	-91.31%
Net Income	2,693.59	30,984.07	-28,290.48	-91.31%

Washburn Marina
Ship Store Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4-3000 · Ship Store Income				
4-3100 · Store Sales				
4-3110 · Clothing	13.58	15.00	-1.42	90.53%
4-3120 · Consumables	0.00	0.00	0.00	0.0%
4-3130 · Marine Supplies	1,388.54	5,000.00	-3,611.46	27.77%
4-3140 · Personal Items	0.00	250.00	-250.00	0.0%
4-3150 · Special Orders	148.46	2,000.00	-1,851.54	7.42%
Total 4-3100 · Store Sales	1,550.58	7,265.00	-5,714.42	21.34%
4-3200 · Fuel Dock Sales				
4-3210 · Diesel	96.97	0.00	96.97	100.0%
4-3220 · Gasoline	0.00	0.00	0.00	0.0%
4-3230 · Pump Out	0.00	0.00	0.00	0.0%
Total 4-3200 · Fuel Dock Sales	96.97	0.00	96.97	100.0%
Total 4-3000 · Ship Store Income	1,647.55	7,265.00	-5,617.45	22.68%
Total Income	1,647.55	7,265.00	-5,617.45	22.68%
Cost of Goods Sold				
5-3000 · Ship Store COGS				
5-3100 · Store Sales				
5-3110 · Clothing	13.58	12.00	1.58	113.17%
5-3120 · Consumables	0.00	0.00	0.00	0.0%
5-3130 · Marine Supplies	828.56	3,250.00	-2,421.44	25.49%
5-3140 · Personal Items	0.00	190.00	-190.00	0.0%
5-3150 · Special Orders	102.95	1,400.00	-1,297.05	7.35%
Total 5-3100 · Store Sales	945.09	4,852.00	-3,906.91	19.48%
5-3200 · Fuel Dock Sales				
5-3210 · Diesel	97.04	0.00	97.04	100.0%
5-3220 · Gasoline	0.00	0.00	0.00	0.0%
Total 5-3200 · Fuel Dock Sales	97.04	0.00	97.04	100.0%
Total 5-3000 · Ship Store COGS	1,042.13	4,852.00	-3,809.87	21.48%
Total COGS	1,042.13	4,852.00	-3,809.87	21.48%
Gross Profit	605.42	2,413.00	-1,807.58	25.09%
Expense				
6-3000 · Ship Store Expenses				
6-3100 · Wages & Taxes				
6-3110 · Regular & OT Wages	1,727.91	3,219.00	-1,491.09	53.68%
6-3120 · FICA/Medicare	152.01	278.00	-125.99	54.68%
6-3130 · Unemployment Compensation	41.38	30.00	11.38	137.93%
6-3140 · Workers Compensation	47.91	292.00	-244.09	16.41%
Total 6-3100 · Wages & Taxes	1,969.21	3,819.00	-1,849.79	51.56%
6-3200 · Employee Benefits				
6-3210 · Holiday Pay	0.00	0.00	0.00	0.0%
6-3220 · Personal Time Compensation	222.48	421.00	-198.52	52.85%

Washburn Marina
Ship Store Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
6-3230 · Health Insurance	325.52	377.00	-51.48	86.35%
6-3240 · Retirement Plan	197.64	161.00	36.64	122.76%
Total 6-3200 · Employee Benefits	745.64	959.00	-213.36	77.75%
6-3300 · Education & Training	0.00	0.00	0.00	0.0%
6-3310 · Equipment/Maintenance	0.00	25.00	-25.00	0.0%
6-3320 · Freight/Shipping	0.00	200.00	-200.00	0.0%
6-3330 · Supplies	-28.69	100.00	-128.69	-28.69%
6-3340 · Travel/Lodging/Meals	0.00	0.00	0.00	0.0%
6-3350 · Uniforms	0.00	400.00	-400.00	0.0%
6-3360 · Utilities	97.67	91.00	6.67	107.33%
6-3370 · Over/Under	-0.01	0.00	-0.01	100.0%
Total 6-3000 · Ship Store Expenses	2,783.82	5,594.00	-2,810.18	49.76%
Total Expense	2,783.82	5,594.00	-2,810.18	49.76%
Net Ordinary Income	-2,178.40	-3,181.00	1,002.60	68.48%
Net Income	-2,178.40	-3,181.00	1,002.60	68.48%

PREVIOUS YEAR COMPARISON	Apr 20	Apr 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
4-3000 · Ship Store Income	1,647.55	8,838.20	-7,190.65	-81.36%
Total Income	1,647.55	8,838.20	-7,190.65	-81.36%
Cost of Goods Sold				
5-3000 · Ship Store COGS	1,042.13	6,225.43	-5,183.30	-83.26%
Total COGS	1,042.13	6,225.43	-5,183.30	-83.26%
Gross Profit	605.42	2,612.77	-2,007.35	-76.83%
Expense				
6-3000 · Ship Store Expenses	2,783.82	4,058.88	-1,275.06	-31.41%
Total Expense	2,783.82	4,058.88	-1,275.06	-31.41%
Net Ordinary Income	-2,178.40	-1,446.11	-732.29	-50.64%
Net Income	-2,178.40	-1,446.11	-732.29	-50.64%

Washburn Marina
General Expenses Budget vs. Actual
April 2020

BUDGET V ACTUAL	Apr 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
6-4000 · General Expenses				
6-4100 · Wages & Taxes				
6-4110 · Administration Wages	11,492.25	9,104.00	2,388.25	126.23%
6-4120 · Repair/Maintenance Wages	3,782.17	2,086.00	1,696.17	181.31%
6-4130 · FICA/Medicare	1,216.15	888.00	328.15	136.95%
6-4140 · Unemployment Compensation	331.04	30.00	301.04	1,103.47%
6-4150 · Workers Compensation	383.25	244.00	139.25	157.07%
Total 6-4100 · Wages & Taxes	17,204.86	12,352.00	4,852.86	139.29%
6-4200 · Employee Benefits				
6-4210 · Holiday Pay	0.00	0.00	0.00	0.0%
6-4220 · Personal Time Compensation	329.09	206.00	123.09	159.75%
6-4230 · Health Insurance	839.10	1,279.00	-439.90	65.61%
6-4240 · Retirement Plan	325.35	348.00	-22.65	93.49%
Total 6-4200 · Employee Benefits	1,493.54	1,833.00	-339.46	81.48%
6-4300 · Advertising & Marketing	555.89	1,100.00	-544.11	50.54%
6-4310 · Contract Services	35.13	38.00	-2.87	92.45%
6-4320 · Donations	0.00	0.00	0.00	0.0%
6-4330 · Education & Training	166.66	167.00	-0.34	99.8%
6-4340 · Equipmt/Furnish/Sm Tools/Maint	0.00	0.00	0.00	0.0%
6-4350 · Insurance	1,158.08	1,400.00	-241.92	82.72%
6-4370 · License/Permit/Fee/Dues/Subscr	0.00	150.00	-150.00	0.0%
6-4380 · Office Supplies/Postage	238.43	175.00	63.43	136.25%
6-4390 · Professional Services	0.00	150.00	-150.00	0.0%
6-4400 · Service Charges	1,106.47	2,900.00	-1,793.53	38.15%
6-4410 · Supplies	1.96	100.00	-98.04	1.96%
6-4420 · Travel/Lodging/Miles	0.00	0.00	0.00	0.0%
6-4430 · Uniforms	0.00	300.00	-300.00	0.0%
6-4440 · Utilities	272.54	277.00	-4.46	98.39%
6-4450 · Misc Expenses	0.27	125.00	-124.73	0.22%
6-4460 · Purchases Discount	-106.47	-50.00	-56.47	212.94%
Total 6-4000 · General Expenses	22,127.36	21,017.00	1,110.36	105.28%
Total Expense	22,127.36	21,017.00	1,110.36	105.28%
Net Ordinary Income	-22,127.36	-21,017.00	-1,110.36	105.28%
Net Income	-22,127.36	-21,017.00	-1,110.36	105.28%

PREVIOUS YEAR COMPARISON	Apr 20	Apr 19	\$ Change	% Change
Ordinary Income/Expense				
Expense				
6-4000 · General Expenses	22,127.36	21,093.58	1,033.78	4.9%
Total Expense	22,127.36	21,093.58	1,033.78	4.9%
Net Ordinary Income	-22,127.36	-21,093.58	-1,033.78	-4.9%
Net Income	-22,127.36	-21,093.58	-1,033.78	-4.9%

Washburn Marina
Revenue - Draw Report
April 2020

	<u>Apr 20</u>
9-1100 - Draws from City	-31,021.67
9-2100 - Revenues Paid to City	<u>93,390.60</u>
Net Paid to City	<u><u>62,368.93</u></u>
Revenues paid to City Detail	
Operating Revenue	56,518.74
Maintenance Fees-2019	<u>36,871.86</u>
Total	<u><u>93,390.60</u></u>

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



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

To: Harbor Commission Members
From: Scott J. Kluver, Administrator
Re: Harbor Matters for May 20, 2020 Meeting
Date: May 14, 2020

Please see the comments below on several agenda items:

- J. Enclosed you will find drafts of Coal Dock Use Agreements with Nelson Construction Co., and Pearl Beach Construction. At the time of my writing this memo, I have not heard from Nelson Construction Co. to see if they intend to renew. I did not change any of the proposed terms of that agreement except for the dates and removed the dates of the 4th of July and Homecoming as days they could not operate on the dock. Pearl Beach has indicated that they would like to renew, and I have made the same changes. In addition, I have added a stipulation that they would not be charged for transloading or storage of materials for City projects as they will be conducting work for the City this year. Please let me know if you have questions on these agreements. I recommend renewal of the agreements with one stipulation noted in the next item.
- K. During 2019, the following entities had agreements to utilize the Coal Dock:
- Nelson Construction Co.: Total tons of material – 615; Total storage and transload fee - \$2,377.50
 - Wren Works LLC: Total tons equipment – 166.5; Total transload fee - \$416.25
 - US Army Corps of Engineers: Total tons of material ~ 3,500; Total transload fee - \$9,158
 - Pearl Beach Construction Co: Information and payment not provided at this time; however, I have requested this information and it should be a condition on the renewal of the agreement.
- L. Enclosed you will find information from a section of the agreement that the City has with WisDOT for the grant related to the Coal Dock rehabilitation. There is also an e-mail chain which discusses and clarifies usage of the dock. This information is provided because I understand there are some questions as to what the dock can be used for. My interpretation of what this information basically says that the funding the City received for the Dock rehabilitation (almost \$1.3 million) is predicated on the requirement that the primary use of the dock is for commercial harbor activity. Any interference with the allowance of commercial activity, outside of the provisions of the entire agreement, could require the City to repay some or all of the proceeds it received from WisDOT. Ancillary recreational use of the dock is allowable; however, it can not interfere with any commercial activity. Any formal recreational use of the dock would require that a plan be submitted to WisDOT for approval.

**AGREEMENT BY AND BETWEEN THE
HARBOR COMMISSION
OF THE
CITY OF WASHBURN
AND NELSON CONSTRUCTION COMPANY OF LA POINTE, INC.**

THIS NONEXCLUSIVE AGREEMENT (hereinafter referred to as the “Agreement”) by and between the Harbor Commission of the City of Washburn, Bayfield County, Wisconsin (hereafter referred to as the “Commission”) and Nelson Construction Company of La Pointe, Inc. of La Pointe, Wisconsin (hereafter referred to as the “User”) is hereby made effective on June 1, 2020.

W I T N E S S E T H:

WHEREAS, the Commission has available a Dock at the Port of Washburn for the transloading and storage of bulk materials; and,

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the Commission and User for use of the Dock.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
COMMISSION COVENANTS**

The Commission hereby covenants and agrees that it will:

Section 1.1 Use. Give the User free and unrestricted use of all /part of the Dock as described in the Addendum, by User, within the conditions, covenants, requirements, and responsibilities of this Agreement. City allows use of the Dock to the User “as is” and makes no representations as to its suitability or fitness to bear the weight of vehicle traffic and rock storage and movement.

Section 1.2 Access. Give the User vehicle access to the Dock, contingent upon applicable local street, road and highway load limits, however, the Commission and City will have the authority to determine the local roads the User shall be permitted to utilize to access the Dock.

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ARTICLE II USER COVENANTS

The User hereby covenants and agrees that it will:

Section 2.1 Responsibilities. Abide by the restrictions and responsibilities established by this Agreement.

Section 2.2 Insurance. Shall provide the Commission with a certificate of liability insurance indicating public liability insurance with limits of liability no less than the amount set forth in the Addendum, and naming both the Washburn Harbor Commission and the City of Washburn as additional insureds, and maintain such insurance coverage for the term of the agreement. User agrees that at no time will materials be stored on the Dock prior to the Commission's receipt of the required certificate of insurance.

Section 2.3 Material Removal. It will remove all materials from the Dock at the conclusion of the agreement term. If material remains on the Dock charges will apply as provided in the Addendum. In the event that weight restrictions remain on local and county streets, roads and highways at the conclusion of the agreement term, User shall remove said materials not less than two weeks after the removal of weight restrictions by the Bayfield County Highway Commissioner.

Section 2.4 Lawful Storage. It will not place materials on the Dock in any unlawful, or disreputable manner or in a condition which would be considered hazardous by the Commission. In the event materials are stored in a hazardous manner, the User agrees that it shall take immediate steps, upon notification of the Commission, to eliminate any unlawful, disreputable or hazardous condition.

Section 2.5 Hazardous Materials. It will not store any hazardous or toxic materials on the Dock.. It will not allow any debris or other material to enter the waters of Lake Superior, and will immediately report any such incident to the Commission and the Wisconsin Department of Natural Resources (DNR), will remove any such material, will comply with any orders of the DNR or of any other state or federal agency, and will defend, indemnify, and hold the Commission and the City of Washburn harmless for any fines, forfeitures, damages, costs, and fees associated with any such release.

Section 2.6 Permits. It will comply with all local, state and federal regulations related to the storage, transportation, sale and distribution of said storage materials referred to herein and shall be responsible to obtain all licenses and permits necessary for the storage and transportation of said materials. Any violation by User of any permit or license or violation for failure to obtain said permit or license shall be grounds for termination of this Agreement in accordance with Article III. The User agrees that it alone has responsibility to acquire the necessary licenses and

Draft 5/12/20

permits to carry on its activities on the agreed upon premises of the Commission and that it shall hold the Commission and City harmless in the event said licenses and permits are not obtained by the User.

Section 2.7 Post Agreement Condition. It will, upon removal of stored materials on the Dock, leave the Dock surface and structure in as good or better condition than before the storage took place on said Dock. Further, if the Dock or the storage area is damaged by the User, the User agrees to be responsible for the costs of any repairs incurred by the City to the Dock caused by the User.

Section 2.8 Dock Access. It will follow the local roads designated by the Commission and City for access to the Dock and abide by local load and weight restrictions imposed by the Commission and City for local roads and city streets. The User agrees to be responsible for the costs of any repairs to any street or alley damaged by hauling to or from the dock.

Section 2.9 Nuisance Creation. It will not conduct any operation within the agreed upon area of use or in the course of transporting materials to or from the agreed upon area of use area that will create excessive noise, odors, smoke, dust, vibration, industrial waste, toxic matter or other excessive measurable external nuisances in violation of any municipal ordinance or applicable Wisconsin law or regulation. It will transport materials to and from the dock only during the hours specified by the Commission. It will conduct operations on the Dock only during the hours specified by the Commission. The User shall not allow any materials of any sort to fall onto any street or alley of the City or any property adjacent thereto from any truck on its way to or from the Dock, and if any material does so fall, shall remove it immediately, and if it does not remove it immediately shall be liable for the cost to the City for its removal.

Section 2.10 Reports. It will provide reports on the quantities of materials stored on the agreed upon area of use within 15 calendar days of a request submitted to it by the Commission.

Section 2.11. Third-party hauling. The User shall be responsible for compliance with the provisions of this Article II, whether or not any activities undertaken pursuant to this Agreement are undertaken by the User, or by a subcontractor, vendor, purchaser or other.

ARTICLE III PUBLIC INFRASTRUCTURE PROTECTION

Section 3.1. Prevention of spills; cleanup and repair. The User shall take reasonable precautions to prevent rocks, debris, soil or dust from being dropped or spilled from trucks onto roadways within the City limits and to assure that project-related trucking activities are conducted in such a manner that roadways are maintained in good condition for public use, all by and at the expense

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of the User. If rocks, debris, soil or dust originating from trucks hauling to and from the Dock fall into the roadway within City limits, the User shall remove such material immediately and at its expense. If the material is not removed immediately, the City's Director of Public Works shall contact the User and require that the necessary cleanup work occur. If the User fails to respond to said request by 4:00 p.m. of the day the request is made, the City may perform the work at the User's expense. However, if in the opinion of the City's Director of Public Works or its Police Chief, the material presents a public safety hazard, the City may immediately remove the material at the User's expense. The City's Director of Public Works may also require that any damage to a roadway caused by such materials be either temporarily or permanently repaired, or both, and upon User's failure to do so satisfactorily within the time allowed by the City, the City may undertake the repair at the User's expense. The User shall not be obligated to reimburse the City for routine street sweeping expenses or expenses of cleaning dust, debris or mud not originating from trucks hauling to and from the Dock. The City may enforce all applicable provisions of state and local law, including the provisions of Chapter 348 and Sec. 86.01, Wis. Stats., and any ordinances adopted in conformity therewith.

ARTICLE IV TERM, RENEWAL & TERMINATION

Section 4.1 Term. The term of this Agreement shall be as set forth in the Addendum.

Section 4.2 Renewal. All outstanding fees due the Commission shall be paid prior to the Renewal of this Agreement.

Section 4.3 Termination for Non Payment. Should the User fail to remit payments as required in this Agreement, or should the User fail to comply with any other term of this Agreement, the Commission may at its option, immediately terminate this Agreement and order any materials stored on the Dock at the time of termination immediately removed at the sole expense of the User.

Section 4.4 Notice to Terminate. It is understood by both parties that termination of this Agreement for any reason other than Non-Payment requires a written "Notice to Terminate" issued by the terminating party a minimum of thirty days in advance of the effective date of termination.

A. If such "Notice of Termination" should be issued by the Commission, a prorated refund of the Agreement payment shall be returned to the User after taking into account any amounts due the Commission.

B. If such "Notice of Termination" should be issued by the User, the Commission shall not be obligated to return any portion of the Agreement fee paid by the User to the Commission.

Draft 5/12/20

**ARTICLE V
AGREEMENT PAYMENT**

Section 5.1 Fee. The Fee for use of the dock shall be as set forth in the Addendum.

**ARTICLE VI
TRANSFER RIGHTS**

Section 6.1. Transfer Rights. The User may not assign or transfer this agreement, or any of the rights conveyed herein, without written consent of the Commission.

**ARTICLE VII
INDEMNITY**

Section 7.1 Indemnification. The User hereby agrees to indemnify and hold the City, its Commissions, Authorities, Boards, Committees, officers agents, and employees harmless from and against any and all liabilities, obligations, claims damages, injuries, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against the Commission or City during or with respect to the term hereof, arising from the User's use of the Dock or any failure of the User to duly and fully perform or comply with each and all of the terms of this Agreement.

**ARTICLE VIII
NOTICES**

Section 8.1 For the City: All notices and issues involving the terms of this Agreement and payments required of this Agreement shall be directed, on behalf of the City, to:

Scott J. Kluver
City Administrator
City of Washburn
P.O. Box 638
Washburn, Wisconsin 54891
715-373-6160 Extension 4
Fax: 715-373-6148

The City's contact person for issues involving the use of the commercial (coal) dock shall be the office of Public Works Director:

Draft 5/12/20

Public Works Director
City of Washburn
P.O. Box 638
Washburn, Wisconsin 54891
715-373-6171
Fax: 715-373-6148

Section 8.2 For User: All notices to the User shall be directed to:

Arnold Nelson
Nelson Construction Company of La Pointe, Inc.
P.O. Box 5
La Pointe, Wisconsin 54850
715-747-3300
Fax: 715-747-5000
E-mail: nelsonco@cheqnet.net

ARTICLE IX MISCELLANEOUS

Section 9.1. Addendum. The Addendum to this Agreement is made a part hereof and its terms are fully incorporated in this Agreement as if set out in full.

Section 9.2 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the Commission and User.

Section 9.3 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder of the Agreement shall not be affected.

Section 9.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants, or conditions hereof.

Section 9.5 Interpretation. This Agreement shall be interpreted and applied in accordance with the laws of the State of Wisconsin.

Section 9.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon the Commission and User and their respective successors and assigns.

Section 9.7. Forum for Resolution of Disputes. Any dispute between the parties that cannot be amicably resolved shall be resolved in the Circuit Court for Bayfield County, Wisconsin.

IN WITNESS WHEREOF, THE HARBOR COMMISSION OF THE CITY OF WASHBURN has caused this Agreement to be signed by Carl Broberg, its President and countersigned by Scott J. Kluver, Clerk of the City of Washburn, Wisconsin this 20th day of May 2020.

Carl R. Broberg, Commission President

Scott J. Kluver, Clerk

USER:

By:

Arnold Nelson, President
Nelson Construction Company of La Pointe, Inc.

Date

**ADDENDUM TO AGREEMENT BY AND BETWEEN THE
HARBOR COMMISSION OF THE CITY OF WASHBURN
AND NELSON CONSTRUCTION COMPANY OF LA POINTE, INC.**

1. Insurance.
 - a. General liability. Limits of liability shall be:
Commercial General Liability \$1,000,000 for each occurrence/\$3,000,000 general aggregate
Automobile \$1,000,000
Umbrella \$1,000,000
Workman Compensation – As required by State.

2. Term. Start date: June 1, 2020
 End date: May 31, 2021
 Special provisions: Term may be extended by mutual agreement. No activities may be conducted on Sundays. No activities may be conducted outside the hours of 6:00 a.m. to 8:00 p.m. Monday through Friday, and 6:00 a.m. to 6:00 p.m. on Saturday.

3. Fees.
 - a. Loading/Unloading Fee for term: \$2.50/ton of material over dock including up to thirty (30) days free laytime storage.

 - b. Bulk Storage in Excess of Free Laytime : Of the actual dock area used, \$25 per 1,000 square feet or portion thereof for each month material is stored. *

 - c. Equipment Storage/Marine Related Construction: Of the actual dock area used, \$25 per 1000 square feet or portion thereof for each month. *

 - d. Commercial Vessel Mooring: \$.25/ foot LOA per each 24 hour period. *

 - e. Special provisions: Documentation of tonnage trans-loaded/stored material shall be provided on a monthly basis.

4. Portion of dock for use:
 - All.
 - Part. Describe: Approximate 70' x 40' area on west side of dock as indicated on Map Exhibit A.

Set forth any load limits: Shall follow established road limits.

5. Dust control: Efforts shall be taken to minimize any dust. Should dust be an issue, watering shall occur.
6. Other special provisions: (1) Barricades and/or fencing will be used if necessary. (2) The intent of use is for staging of materials for various projects, not throughout the term of the Agreement. (3) Storage of materials, equipment and activities shall not impede traffic ingress or egress to other sections of the dock not covered by this agreement

**AGREEMENT BY AND BETWEEN THE
HARBOR COMMISSION
OF THE
CITY OF WASHBURN
AND PEARL BEACH CONSTRUCTION COMPANY, INC.**

THIS NONEXCLUSIVE AGREEMENT (hereinafter referred to as the "Agreement") by and between the Harbor Commission of the City of Washburn, Bayfield County, Wisconsin (hereafter referred to as the "Commission") and Pearl Beach Construction Company, Inc. of Chesterfield, Michigan (hereafter referred to as the "User") is hereby made effective on June 1, 2020.

WITNESSETH:

WHEREAS, the Commission has available a Dock at the Port of Washburn for the transloading and storage of bulk materials; and,

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the Commission and User for use of the Dock.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
COMMISSION COVENANTS**

The Commission hereby covenants and agrees that it will:

Section 1.1 Use. Give the User free and unrestricted use of all /part of the Dock as described in the Addendum, by User, within the conditions, covenants, requirements, and responsibilities of this Agreement. City allows use of the Dock to the User "as is" and makes no representations as to its suitability or fitness to bear the weight of vehicle traffic and rock storage and movement.

Section 1.2 Access. Give the User vehicle access to the Dock, contingent upon applicable local street, road and highway load limits, however, the Commission and City will have the authority to determine the local roads the User shall be permitted to utilize to access the Dock.

Draft 5/12/20

**ARTICLE II
USER COVENANTS**

The User hereby covenants and agrees that it will:

Section 2.1 Responsibilities. Abide by the restrictions and responsibilities established by this Agreement.

Section 2.2 Insurance. Shall provide the Commission with a certificate of liability insurance indicating public liability insurance with limits of liability no less than the amount set forth in the Addendum, and naming both the Washburn Harbor Commission and the City of Washburn as additional insureds, and maintain such insurance coverage for the term of the agreement. User agrees that at no time will materials be stored on the Dock prior to the Commission's receipt of the required certificate of insurance.

Section 2.3 Material Removal. It will remove all materials from the Dock at the conclusion of the agreement term. If material remains on the Dock charges will apply as provided in the Addendum. In the event that weight restrictions remain on local and county streets, roads and highways at the conclusion of the agreement term, User shall remove said materials not less than two weeks after the removal of weight restrictions by the Bayfield County Highway Commissioner.

Section 2.4 Lawful Storage. It will not place materials on the Dock in any unlawful, or disreputable manner or in a condition which would be considered hazardous by the Commission. In the event materials are stored in a hazardous manner, the User agrees that it shall take immediate steps, upon notification of the Commission, to eliminate any unlawful, disreputable or hazardous condition.

Section 2.5 Hazardous Materials. It will not store any hazardous or toxic materials on the Dock. It will not allow any debris or other material to enter the waters of Lake Superior, and will immediately report any such incident to the Commission and the Wisconsin Department of Natural Resources (DNR), will remove any such material, will comply with any orders of the DNR or of any other state or federal agency, and will defend, indemnify, and hold the Commission and the City of Washburn harmless for any fines, forfeitures, damages, costs, and fees associated with any such release.

Section 2.6 Permits. It will comply with all local, state and federal regulations related to the storage, transportation, sale and distribution of said storage materials referred to herein and shall be responsible to obtain all licenses and permits necessary for the storage and transportation of said materials. Any violation by User of any permit or license or violation for failure to obtain

Draft 5/12/20

said permit or license shall be grounds for termination of this Agreement in accordance with Article III. The User agrees that it alone has responsibility to acquire the necessary licenses and permits to carry on its activities on the agreed upon premises of the Commission and that it shall hold the Commission and City harmless in the event said licenses and permits are not obtained by the User.

Section 2.7 Post Agreement Condition. It will, upon removal of stored materials on the Dock, leave the Dock surface and structure in as good or better condition than before the storage took place on said Dock. Further, if the Dock or the storage area is damaged by the User, the User agrees to be responsible for the costs of any repairs incurred by the City to the Dock caused by the User.

Section 2.8 Dock Access. It will follow the local roads designated by the Commission and City for access to the Dock and abide by local load and weight restrictions imposed by the Commission and City for local roads and city streets. The User agrees to be responsible for the costs of any repairs to any street or alley damaged by hauling to or from the dock.

Section 2.9 Nuisance Creation. It will not conduct any operation within the agreed upon area of use or in the course of transporting materials to or from the agreed upon area of use area that will create excessive noise, odors, smoke, dust, vibration, industrial waste, toxic matter or other excessive measurable external nuisances in violation of any municipal ordinance or applicable Wisconsin law or regulation. It will transport materials to and from the dock only during the hours specified by the Commission. It will conduct operations on the Dock only during the hours specified by the Commission. The User shall not allow any materials of any sort to fall onto any street or alley of the City or any property adjacent thereto from any truck on its way to or from the Dock, and if any material does so fall, shall remove it immediately, and if it does not remove it immediately shall be liable for the cost to the City for its removal.

Section 2.10 Reports. It will provide reports on the quantities of materials stored on the agreed upon area of use within 15 calendar days of a request submitted to it by the Commission.

Section 2.11. Third-party hauling. The User shall be responsible for compliance with the provisions of this Article II, whether or not any activities undertaken pursuant to this Agreement are undertaken by the User, or by a subcontractor, vendor, purchaser or other.

**ARTICLE III
PUBLIC INFRASTRUCTURE PROTECTION**

Section 3.1. Prevention of spills; cleanup and repair. The User shall take reasonable precautions to prevent rocks, debris, soil or dust from being dropped or spilled from trucks onto roadways within the City limits and to assure that project-related trucking activities are conducted in such a manner that roadways are maintained in good condition for public use, all by and at the expense of the User. If rocks, debris, soil or dust originating from trucks hauling to and from the Dock fall into the roadway within City limits, the User shall remove such material immediately and at its expense. If the material is not removed immediately, the City's Director of Public Works shall contact the User and require that the necessary cleanup work occur. If the User fails to respond to said request by 4:00 p.m. of the day the request is made, the City may perform the work at the User's expense. However, if in the opinion of the City's Director of Public Works or its Police Chief, the material presents a public safety hazard, the City may immediately remove the material at the User's expense. The City's Director of Public Works may also require that any damage to a roadway caused by such materials be either temporarily or permanently repaired, or both, and upon User's failure to do so satisfactorily within the time allowed by the City, the City may undertake the repair at the User's expense. The User shall not be obligated to reimburse the City for routine street sweeping expenses or expenses of cleaning dust, debris or mud not originating from trucks hauling to and from the Dock. The City may enforce all applicable provisions of state and local law, including the provisions of Chapter 348 and Sec. 86.01, Wis. Stats., and any ordinances adopted in conformity therewith.

**ARTICLE IV
TERM, RENEWAL & TERMINATION**

Section 4.1 Term. The term of this Agreement shall be as set forth in the Addendum.

Section 4.2 Renewal. All outstanding fees due the Commission shall be paid prior to the Renewal of this Agreement.

Section 4.3 Termination for Non Payment. Should the User fail to remit payments as required in this Agreement, or should the User fail to comply with any other term of this Agreement, the Commission may at its option, immediately terminate this Agreement and order any materials stored on the Dock at the time of termination immediately removed at the sole expense of the User.

Section 4.4 Notice to Terminate. It is understood by both parties that termination of this Agreement for any reason other than Non-Payment requires a written "Notice to Terminate" issued by the terminating party a minimum of thirty days in advance of the effective date of

Draft 5/12/20

termination.

A. If such "Notice of Termination" should be issued by the Commission, a prorated refund of the Agreement payment shall be returned to the User after taking into account any amounts due the Commission.

B. If such "Notice of Termination" should be issued by the User, the Commission shall not be obligated to return any portion of the Agreement fee paid by the User to the Commission.

ARTICLE V AGREEMENT PAYMENT

Section 5.1 Fee. The Fee for use of the dock shall be as set forth in the Addendum.

ARTICLE VI TRANSFER RIGHTS

Section 6.1. Transfer Rights. The User may not assign or transfer this agreement, or any of the rights conveyed herein, without written consent of the Commission.

ARTICLE VII INDEMNITY

Section 7.1 Indemnification. The User hereby agrees to indemnify and hold the City, its Commissions, Authorities, Boards, Committees, officers agents, and employees harmless from and against any and all liabilities, obligations, claims damages, injuries, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against the Commission or City during or with respect to the term hereof, arising from the User's use of the Dock or any failure of the User to duly and fully perform or comply with each and all of the terms of this Agreement.

ARTICLE VIII NOTICES

Section 8.1 For the City: All notices and issues involving the terms of this Agreement and payments required of this Agreement shall be directed, on behalf of the City, to:

Draft 5/12/20

Scott J. Kluver
City Administrator
City of Washburn
P.O. Box 638
Washburn, Wisconsin 54891
715-373-6160 Extension 4
Fax: 715-373-6148

The City's contact person for issues involving the use of the commercial (coal) dock shall be the office of Public Works Director:

Public Works Director
City of Washburn
P.O. Box 638
Washburn, Wisconsin 54891
715-373-6171
Fax: 715-373-6148

Section 8.2 For User: All notices to the User shall be directed to:

Karl D. Dornburg
Pearl Beach Construction Company, Inc.
50551 Chesterfield Road
Chesterfield, Michigan 48051
586-206-4674
Fax: 866-470.5954
E-mail: pbdisaster@hotmail.com

ARTICLE IX MISCELLANEOUS

Section 9.1. Addendum. The Addendum to this Agreement is made a part hereof and its terms are fully incorporated in this Agreement as if set out in full.

Section 9.2 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the Commission and User.

Section 9.3 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder of the Agreement shall not be affected.

Section 9.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants, or conditions hereof.

Section 9.5 Interpretation. This Agreement shall be interpreted and applied in accordance with the laws of the State of Wisconsin.

Section 9.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon the Commission and User and their respective successors and assigns.

Section 9.7. Forum for Resolution of Disputes. Any dispute between the parties that cannot be amicably resolved shall be resolved in the Circuit Court for Bayfield County, Wisconsin.

IN WITNESS WHEREOF, THE HARBOR COMMISSION OF THE CITY OF WASHBURN has caused this Agreement to be signed by Carl Broberg, its President and countersigned by Scott J. Kluver, Clerk of the City of Washburn, Wisconsin this 21st day of May, 2020.

Carl R. Broberg, Commission President

Scott J. Kluver, Clerk

USER:

By:

Karl D. Dornburg, President
Pearl Beach Construction Company, Inc.

Date

**ADDENDUM TO AGREEMENT BY AND BETWEEN THE
HARBOR COMMISSION OF THE CITY OF WASHBURN
AND PEARL BEACH COMPANY, INC.**

1. Insurance.
 - a. General liability. Limits of liability shall be:
Commercial General Liability \$1,000,000 for each occurrence/\$3,000,000 general aggregate
Automobile \$1,000,000
Umbrella \$1,000,000
Workman Compensation – As required by State.
2. Term. Start date: June 1, 2020
 End date: May 31, 2021
 Special provisions: Term may be extended by mutual agreement. ~~No activities may be conducted on July 1, 26, and 27.~~ No activities may be conducted on Sundays. No activities may be conducted outside the hours of 6:00 a.m. to 8:00 p.m. Monday through Friday, and 6:00 a.m. to 6:00 p.m. on Saturday.
3. Fees.
 - a. Loading/Unloading Fee for term: \$2.50/ton of material over dock including up to thirty (30) days free laytime storage.
 - b. Bulk Storage in Excess of Free Laytime : Of the actual dock area used, \$25 per 1,000 square feet or portion thereof for each month material is stored. *
 - c. Equipment Storage/Marine Related Construction: Of the actual dock area used, \$25 per 1000 square feet or portion thereof for each month. *
 - d. Commercial Vessel Mooring: \$.25/ foot LOA per each 24-hour period. *
 - e. Special provisions: Documentation of tonnage trans-loaded/stored material shall be provided on a monthly basis.
 - f. No loading/unloading fees or storage fees shall be charged for material that is owned by the City of Washburn or for use in projects under contract with the City of Washburn.
4. Portion of dock for use:

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All.

Part. Describe: Approximate 150' x 40' area on west side of dock, as depicted on Map Exhibit A.

Set forth any load limits: Shall follow established road limits.

5. Dust control: Efforts shall be taken to minimize any dust. Should dust be an issue, watering shall occur.
6. Other special provisions: (1) Barricades and/or fencing will be used if necessary. (2) The intent of use is for staging of materials for various projects, not throughout the term of the Agreement. (3) Storage of materials, equipment and activities shall not impede traffic ingress or egress to other sections of the dock not covered by this agreement.

within 15 days following the acquisition of the permit, license, or other authorization documents by the City. Failure to obtain and deliver to WisDOT all necessary permits, licenses or other authorizations on or before June 30, 2018 shall terminate this Agreement under the terms of Article 8.0 herein. If at some date after June 30, 2018 it is determined by a court of competent jurisdiction that a permit, license, or authorization other than those submitted to WisDOT under this Article is necessary to complete the project, City shall, within 180 days from the date of notice to City by WisDOT, either obtain such permit, license or authorization or return to WisDOT all amounts paid by WisDOT under the terms of this Agreement.

Permits and licenses referred to in the above paragraph are "major" permits and licenses required for authorization of the project. Minor permits and licenses required during the course of the work, and normally only issued to the contractor at the time of the work, will not be an eligible cost and will be obtained as the project work progresses.

ARTICLE 6.0 NON-EXCLUSIVE LEASE AGREEMENT WITH DOCK OPERATOR

City shall be responsible for the provision of operation and maintenance at this harbor facility. The Approved Project property shall be available for use by the public for commercial activity subject to appropriate wharfage and dockage fees which shall not exceed the dock operator's cost. The City remains subject to HAP requirements during the terms of any lease agreement involving the subject property and improvements. The dock may not be used for recreational purposes that in any way interfere with its commercial activity.

ARTICLE 7.0 OWNERSHIP OF HARBOR FACILITY

Section 7.1 Transfer of Ownership or Lease Interest

(a) Without WisDOT's prior written consent, which consent shall not be withheld unreasonably, City shall not sell, give, or convey in any manner whatsoever, its ownership or lease interest of the dock structure at the Approved Project within 25 years from the date of completion of the Approved Project. Transfer of ownership or lease interest by any means by City shall require City to repay to WisDOT the full amount of grant funds paid to City under this Agreement. Payment to WisDOT by City shall be made within 30 days after the transfer of ownership by City is closed. City may grant a present interest to purchase the dock walls after 25 years in the form of a right-of-first-refusal or other interest approved by WisDOT.

(b) With WisDOT's prior written consent, the City may sell, give, or convey in any manner whatsoever, its ownership or lease interest of the dock structure at the Approved Project within the 25 years from the date of completion of the Approved Project, if the party acquiring City's interest accepts all terms and conditions of this Agreement. Lease agreements should specify who will be responsible for the leased property and refer to the grant agreement.

ARTICLE 8.0 TERMINATION

In the event City fails to perform any of its obligations under this Agreement, WisDOT may, at its option, give 10 days written notice thereof to City. Upon failure of City to correct the breach within 10 days following written notice, WisDOT shall have the right, at its option, to

washburnadmin@cityofwashburn.org

From: washburnadmin@cityofwashburn.org
Sent: Friday, May 1, 2020 10:24 AM
To: 'Carl Broberg'
Subject: FW: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Carl,

This e-mail chain provides more clarity. If we were going to use it for recreation purposes, we would need to present a plan to the DOT and get approval.

Scott Kluver
City of Washburn

From: Carl Broberg <crbroberg@centurytel.net>
Sent: Monday, April 2, 2018 12:25 PM
To: washburnadmin@cityofwashburn.org; 'David Siegler' <dsiegler@sieglerlaw.net>
Subject: RE: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

This addresses the concerns I had. The only potential issue is how we structure an agreement with Pearl Beach if that goes forward. If the City Counsel wants a 5 year lease for part of the dock to go forward with the land sale and zoning then the DOT gets in the loop. If we structure an agreement for docking and wharfage that meets the City's requirements, then we can keep the DOT out of the loop. We should be able to get some guidance from the Wisconsin Ports Association or from the Duluth Harbor Commission who has provided some example information in the past.
Carl

Sent from [Mail](#) for Windows 10

From: washburnadmin@cityofwashburn.org
Sent: Monday, April 2, 2018 11:47 AM
To: 'David Siegler'; 'Carl Broberg'
Subject: FW: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

David and Carl,

Please see the additional responses from the DOT on questions that our proposed engineer posed.

Scott Kluver
City of Washburn

From: Jason Stangland <Jason.Stangland@smithgroupjir.com>
Sent: Monday, April 2, 2018 10:50 AM
To: Her, Kia - DOT <Kia.Her@dot.wi.gov>
Cc: Scott J. Kluver (washburnadmin@cityofwashburn.org) <washburnadmin@cityofwashburn.org>
Subject: RE: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Thanks, Kia. Appreciate the information. I have copied Scott with the City of Washburn so that he is in the loop on responses. We will let you know if additional clarifications are required or other items pop up.

Jason

From: Her, Kia - DOT <Kia.Her@dot.wi.gov>
Sent: Monday, April 2, 2018 9:23 AM
To: Jason Stangland <Jason.Stangland@smithgroupjir.com>
Subject: RE: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Hi Jason,

Please see the responses below in red.

Thanks,
Kia Her
Bureau of Transit, Local Roads, Railroads and Harbors
Division of Transportation Investment Management
Wisconsin Department of Transportation
608-267-7350

From: Jason Stangland [<mailto:Jason.Stangland@smithgroupjir.com>]
Sent: Wednesday, March 28, 2018 4:46 PM
To: Her, Kia - DOT <Kia.Her@dot.wi.gov>
Subject: FW: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Hi Kia –

Following up via email – just left you a voicemail if that is easier. Scott asked that I follow up on a couple items to help clarify a few things.

1. The City intends to retain ownership of the dock for the minimum period required by the grant agreement – likely perpetuity. However, as you would expect, they do short term agreements (contracts, leases, wharfage fees, dock fees – pick the right term) with contractors wishing to use the dock for short term storage and movement of goods. This might be a matter of terminology, so forgive me on that. So a couple questions:
 - a. Can the city simply charge dock fees and wharfage fees and thereby not have to have WisDOT approve each small agreement? If yes, how is the City's operating cost to be determined? The facility is low cost from an operation standpoint, the main cost is associated with maintaining infrastructure. They would like to be able to set the fee/rate that allows them to reimburse their investment and not necessarily be controlled by an outside entity. **The City can charge wharfage and dockage fees for commercial use per Article 6, and don't need WisDOT approval. WisDOT will still need to consent if the City is actually leasing the dock, per Article 7. Lessees are subject to HAP requirements. Your lease agreements should specify who will be responsible for the leased property (the city or the lessee) and refer to the grant agreement. The dock cannot be leased for profit and should only be used by the public for commercial use. The property cannot be used recreationally.**
 - b. Is a short term lease allowable? Meaning, they have a contractor that wants to transport large amounts of stone for a construction project via barge. They may lease it for the season or perhaps only a few weeks to allow the contractor to move the materials. Again, requiring review? **Yes, a short term lease is allowable and will still require WisDOT approval to follow Article 7.**
 - c. I assume that the idea of the clauses in the agreement is to avoid having the City give a long-term lease to someone which essentially transfers ownership for a period of time to another entity. The City has no intentions of doing that. They want to retain ownership, but allow others to pay them to use the facility on as needed basis. **Correct.**

2. Related to Article 6 regarding recreational use. As Scott notes, fishermen or people looking to view the lake drive out onto the dock. Is this allowable as long as it doesn't interfere with commercial use? There have been times in the past when commercial material is stored on one side of the dock and folks are fishing on the other side. I assume this is fine as long as the person fishing doesn't mean that contractors can't use it? I know Scott requested potential modification of the language, but wondering if this is again just a matter of interpretation. **Yes, just don't interfere with commercial use. Any formal recreational use would require a plan showing how recreational would be set aside from commercial if a conflict presents.**
3. SmithGroupJJR – particularly our office, includes coastal, structural and civil engineers with a majority of our work focusing on marine related work. So, this project is analogous to work we have done for Badger Ferry, Two Rivers and even Kewaunee as the primary consultant doing this work under Foth – it isn't within their wheelhouse in terms of skillsets typically. Is there a special designation required to perform the design/engineering services to support this project as well as the construction observation? Just curious – we don't do standard road, bridges, etc. So, we only really get involved on marine work side of things and don't typically work directly for WisDOT. Just wanting to understand these requirements and if WisDOT needs to approve the design/engineering agreement or only the construction contract. **WisDOT needs to approve anything done under HAP and both design and engineering agreement.**
4. Finally, full time construction observation may or may not make sense for the size of this project. In prior instances, we have found it to be pretty cost effective to provide less than full time depending on contractor progress/efficiency. Is anything other than full time allowable? Not saying this is the direction the City will head, but just want to make sure this is clear to them. **Less than full time construction observation is acceptable as long as quality is maintained.**

Thanks and feel free to call (608.698.9681) or email – I know Scott wants this on the Council agenda asap given some pending mayoral changes they expect to occur.

Jason

Jason Stangland
Principal | Landscape Architect

.....
SmithGroupJJR
44 East Mifflin Street, Suite 500
Madison, WI 53703

t 608.251.1177 d 608.327.4412
f 734.780.8977 c 608.698.9681

Jason.Stangland@smithgroupjjr.com
{twitter} [JasonStangland](#)
{LinkedIn} [Jason Stangland](#)

Visit www.smithgroupjjr.com
Follow us on [LinkedIn](#) | [@SmithGroupJJR](#)

From: Her, Kia - DOT [<mailto:Kia.Her@dot.wi.gov>]
Sent: Tuesday, March 27, 2018 9:02 AM
To: City of Washburn Administrator
Subject: RE: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Hi Scott,