washburnadmin@cityofwashburn.org

From: Michelle Shrider <michelle@washburnmarina.com>
Sent: Wednesday, August 29, 2018 2:38 PM
To: 'Scott Kluver'
Subject: Lift Inspection Report
Attachments: Z-7582 150 AMO Washburn Marina Final Results 8.23.18.pdf

Greetings Scott & Carl:

Attached is the 2018 inspection report on the Travelift. Our comments to the recommended repairs are:

1. To be done in house
2. Not applicable

3-7. To be done in house

8. The tires have never shown up on a report as a problem before and they look pretty good from our point of view. We'll monitor.
9. To be done in house
10. We are currently working with Marine Travelift on this item as the pump we need is no longer available nor are the internal parts. We will be dealing with it over the winter.

11-16. To be done in house.

Please include in the next HC Agenda for their review. Thank you.

Sincerely,
Michelle Shrider, CMM, General Manager
Washburn Marina
1 Marina Drive
Washburn, WI 54891
715-373-5050
www.washburnmarina.com

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MARINE TRAVELIFT
CustomerCare
SERVICE • SUPPORT • SOLUTIONS

August 29, 2018

Michelle Shrider

Washburn Marina
1 Marina Dr.
Washburn, WI 54891

RE: Z-7582 150 AMO Machine Inspection Dated 23 August 2018

Dear Michelle,

On August 23, 2018, one of our service technicians conducted an inspection of your 150 AMO machine, serial number 1766-482 Z-7582.

The following list of discrepancies was found during the inspection. Items 1-2, marked in red, are safety items. Marine Travelift, Inc., recommends the machine not be used until the safety items are addressed. If you chose to do so, Marine Travelift, Inc., will not accept any liability should anything happen.

1. Recommend to adjust all loose hoist chains at R2, R1, L1 and L3 in accordance with (IAW) the maintenance section of your Operation and Maintenance Manual (O&M). SAFETY
2. Replace slings (current set are not MTI with 5:1 safety rating and 75,000 lbs.), chine and keel pads IAW the maintenance section of your O&M. Appendix 24 SAFETY
3. Recommend to replace drive pump coupling fluid IAW the maintenance section of your O&M.
4. Recommend to replace worn engine belts, OE belts no longer available through MTI. Customer to obtain parts from a local auto parts store. Appendix 10-11
5. Recommend to repair leak at exhaust manifold coupling. Customer to contract with a local mechanic if needed to complete repairs and obtain parts from a local auto parts store. Appendix 12
6. Recommend to install a box to store Operation and Maintenance Manual (O&M) on Travelift, or it should be verified that a manual exists and operators know where it is kept. (Eg, manual available and kept in yard supervisor's office). A PDF version will be sent with the final results, customer can print off a copy to be placed inside the Travelift.
7. Recommend to replace all worn/loose drive sprockets and chains IAW the maintenance section of your O&M. Appendix 13-14
8. Highly recommend to continue to monitor all weathered and cracking tires. Suggest to budget for new tires very soon. Customer to contract with a local tire company for the removal and installation of new tires. Appendix 15-23
9. Recommend to adjust tire pressure from current setting to 150 psi IAW the general section of your O&M.
10. Recommend to repair leak at L2 motor, customer will be removing motor during winter months to send in for analysis and repairs as this motor has been resealed several times.

11. Recommend to adjust block adjust cables IAW the maintenance section of your O&M.
12. Recommend to drain all hydraulic fluid from tank and lines, clean tank and replace hydraulic filters and fluid IAW the maintenance section of your O&M. Highly recommend performing line 15 at the same time to save on downtime. Appendix 25
13. Recommend to replace both non-working filter gauges and replace tank cap and non OE breather. Appendix 26
14. Recommend to continue replacing tube blocks.
15. Recommend to replace several leaking/seized lines and swivels at LF wheel frame, RF wheel frame, engine compartment, operator compartment, steering cylinder, hoist, LF column and right lower side beam. To save on downtime, this repair to be done at same time as line 12. Would be best to have the fluid drained to replace most of this hoses. Appendix 27-41
16. Recommend to replace leaking sight gauge at hydraulic tank. While looking for leaks causing fluid to drain back to tank a hissing sound was coming from the sight gauge, tech tightened which stopped the hissing but would still recommend a new sight gauge.

Attached is a quote for recommended replacement parts and return service.
Return service quote is PDF Pg.32 Parts quote is PDF Pgs.33-37
Standard part prices and lead times are indicated on quote.
As a result of the inspection, the customer will receive a 10% parts discount

If you have any questions, please don't hesitate to contact us at CustomerCare@Marinetravelift.com.

Sincerely,

Dan Sternard
CustomerCare Technical Support Advisor
Marine Travelift, Inc.

Marine Travelift Inspection

conducted for

Washburn Marina

Document No.
Washburn Marina

Customer Mailing Address

1 Marina Dr.
Washburn, WI 54891

Machine Model
150AMO

Conducted on
8/23/18, 7:07 AM

Service Technician
Tom McMurtrie

Distributor
MTI

Distributor Address
49 E Yew St.
Sturgeon Bay, WI 54235

Score
84/99 - 84.85%

Completed on
8/23/18, 4:08 PM

Machine / Customer Information

Question	Response	Details
Machine Location	1 Marina Dr. Washburn, WI 54891	
S.O Number	125520	
Model	150AMO	
Serial No.	1766-482	
Serial Number		
 Appendix 1		
Unit Number	Z-7582	
Rated Capacity	300,000lbs	
Hour Meter	2296	
Hour Meter Photo		
 Appendix 2		
Machine Photos - Front / Right Side / Left side		
 Appendix 3 Appendix 4 Appendix 5		

Power Unit - 7/10 - 70%

Question	Response	Details
Engine Manufacture	Allis Chalmers	
Model	670I	
Serial Number	70-22065	
Serial Number		
Appendix 6		
Oil Filter P/N	Napa 1796	
Oil Filter		
Appendix 7		
Fuel Filter P/N	Fuel water separator Napa 3400	
Fuel Filter		
Appendix 8		
Air Filter P/N	Napa Gold 2119	
Air Filter		

Appendix 9

Air Intake System	Safe	
Air Filter	Safe	
Engine Oil Level	Safe	
Engine Coolant Level	Safe	
Pump Drive Coupling / Oil Level	At Risk	Dirty needs to be changed
Engine Idle RPM	Safe	
Engine Full Speed RPM	Safe	
Fan / Serpentine Belt /s	At Risk	Both belts severely cracked recommend replace.

Appendix 10

Appendix 11

Exhaust System	At Risk	Leak on manifold coupling.

Appendix 12

Engine Performance	Safe	
General Comments		

Operator Cab - 9/10 - 90%

Question	Response	Details
Access - Grab handles / steps / Safety Devices	Safe	
Heater / Defroster / AC	N/A	
Seat / Seat Belt	Safe	
Fire Extinguisher	Safe	
Cab Glass	Safe	
Windshield Wipers	N/A	
Verify Control Functions	Safe	
Decals - Safety / Operation Present	Safe	
Verify Load Gauge function	Safe	
Verify Parking Brake	Safe	
Verify Service Brake	Safe	
Operation / Maintenance Manual Present	No	No box for it.
Comments		

Electrical - 8/8 - 100%

Question	Response	Details
Battery Terminals /Cables	Safe	
Battery Voltage VDC	Safe	
Alternator Charging	Yes	
Gauge / Instrument / Switch Functions	Safe	
Wire Harness and Enclosure condition	Safe	
Verify Hoist Wire Rope Cut-Outs	Safe	
Verify Travel Alarms / Strobes	Safe	
Verify Horn	Yes	
Verify Overload Alarm	N/A	
Verify Emergency Stops	N/A	
Drive & Work Lights Working	N/A	
Verify G11 Connection (Update If Prompted)	N/A	
General Comments		

Drives & Wheels - 5/9 - 55.56%

Question	Response	Details
Gear Reducer Oil Level / Appearance	Safe	
Verify Drive Brake Function	Safe	
Check Drive Chain Adjustment	At Risk	Drive chains are loose
Drive Gear External Leaks	No	
Drive Chain & Sprocket Wear	At Risk	All drive chains and sprockets are worn. A lot of dirt/grease build up on chain, causing excess friction and wear on components. Recommend replacing all.

Appendix 13

Appendix 14

Wheel Bearings	Safe	
Wheel Trunions	N/A	
Tire Condition	At Risk	All tires are heavily weathered and cracked. Recommend replacing all.

Appendix 15

Appendix 16

Appendix 17

Appendix 18

Appendix 19

Appendix 20

Appendix 21

Appendix 22

Appendix 23

Wheel Condition	Safe	
Wheel Lug Nut Torque (ft/lbs)	N/A	

Question	Response	Details
Tire Air Pressure (PSI)	At Risk	Tire pressure way to high supposed to be 150 psi. Currently over 160psi (gauge only goes that high)
General Comments		

Structure - 20/20 - 100%

Question	Response	Details
Top Beam	Safe	
Pivot Trunion	Safe	
Right Upper Side Beam	Safe	
Left Upper Side Beam	Safe	
Left Rear Column	Safe	
Left Front Column	Safe	
Right Front Column	Safe	
Right Rear Column	Safe	
Left Lower Side Beam	Safe	
Right Lower Side Beam	Safe	
Wheel Frame Assemblies	Safe	
Steering Linkage	Safe	
Steering Spindle / Slew Bearings	Safe	
Machine Capacity Decals	Yes	
Lower Block Capacity / Identification Decals	Yes	
Spreader Capacity Decals	N/A	
Structure Bolt Torque (ft/lbs)	Safe	
Structure Bolt Condition	Safe	
Operators Compartment	Safe	
Machine Lubrication	Safe	
Engine Compartment	Safe	
General Comments		

Hoist & Rigging - 19/22 - 86.36%

Question	Response	Details
Cracked / Worn Sheaves	No	
Cracked / Worn Drum	No	
Hoist Drum / Wire Rope Reeving	Safe	
Sheave Bearings	Safe	
Rope Guides & Pins	Safe	
Gear Reducer Oil Level / Appearance	Safe	
External Oil Leaks	Yes	L2 is leaking
Hoist Chain Adjustment	At Risk	R2 R1 L1 L3 hoist chains are loose
Chain & Sprocket Wear	Safe	
Block Adjust Slide Bearings	N/A	
Verify Hoist Brake Function	Safe	
Hoist #1 Rope Condition	Safe	
Hoist #2 Rope Condition	Safe	
Hoist #3 Rope Condition	Safe	
Hoist #4 Rope Condition	Safe	
Hoist #5 Rope Condition	Safe	
Hoist #6 Rope Condition	Safe	
Hoist #7 Rope Condition	N/A	
Hoist #8 Rope Condition	N/A	
Block Adjust Cylinders	Safe	
Block Adjust Cables / Rigging	At Risk	Need to be tightened
Block Adjust Sheaves	Safe	
Sling Manufacturer	Not MTI	
Sling Condition	At Risk	Not MTI

Question	Response	Details
Sling Tag Picture		
Appendix 24		
Sling Part Numbers	To MTI	
Sling Lengths	44'	
Chine & Keel Pads	N/A	
Sling Connecting Links	N/A	
Hooks, Pins, Shackles	Safe	
Spreaders	Safe	
General Comments		

Hydraulic System - 10/14 - 71.43%

Question	Response	Details
Hydraulic Oil Level / Appearance	At Risk	Oil very dirty almost black recommend replace and drain all lines.
Appendix 25		
Hydraulic Filter Indicator	At Risk	Both are not working properly recommend replace
Appendix 26		
Tube / Block Condition	At Risk	Customer is replacing as needed

Question	Response	Details
Hose / Fitting Condition	At Risk	LF wheel frame: 2 drive lines going from swivel to swivel, 1 drive line swivel leaking, both parking and service brake swivels are seized, both parking and service brake lines from swivels, 1 brake line rear brake. RF wheel frame: 2 drive lines going from swivel to swivel, 1 drive line swivel leaking, all parking and service brake lines all the way around, Engine compartment: L3 R3 pump to valve, block adjust supply hose. Operators compartment: all hoses going to operators cab. All 4 steering cylinder lines Hoists: R3 2 main lines, L1 2 main lines, R2 2 main lines, LF column: 2 drive lines, both brake lines. RLSB: all 3 load gauge hoses

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Appendix 30

Appendix 31

Appendix 32

Appendix 33

Appendix 34

Appendix 35

Appendix 36

Appendix 37

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Appendix 39

Appendix 40

Appendix 41

Pump / Motor / Valve Leaks	No	

Question	Response	Details
Drive Relief	Safe	
Drive Relief PSI	2000	
Block Adjust Relief	Safe	
Block Adjust PSI	1500	
Steering Relief	Safe	
Steering Relief PSI	2000	
Hoist #1 Relief	Safe	
Hoist #1 PSI	2000	
Hoist #2 Relief	Safe	
Hoist #2 PSI	2000	
Hoist #3 Relief	Safe	
Hoist #3 PSI	2000	
Hoist #4 Relief	Safe	
Hoist #4 PSI	2000	
Hoist #5 Relief	Safe	
Hoist #5 Relief	2000	
Hoist #6 Relief	Safe	
Hoist #6 PSI	2000	
Hoist #7 Relief	N/A	
Hoist #7 PSI	N/A	
Hoist #8 Relief	N/A	
Hoist #8 PSI	N/A	
Pilot Pressure	N/A	
Charge Pressure	N/A	
General Comments	Hydraulic tank sight glass leaking	

Operational Test - 4/4 - 100%

Question	Response	Details
Travel Forward and Reverse	Safe	
Verify Steering Performance / Modes	Safe	
Verify Steering Alignment	Safe	
Verify Hoist Synchronization	Safe	
Hoist #1 Speed (ft/min)	8.5	
Hoist #2 Speed (ft/min)	8.5	
Hoist #3 Speed (ft/min)	8.5	
Hoist #4 Speed (ft/min)	8.5	
Hoist #5 Speed (ft/min)	8.5	
Hoist #6 Speed (ft/min)	8.5	
Hoist #7 Speed (ft/min)	N/A	
Hoist #8 Speed (ft/min)	N/A	
Test Load Weight	N/A	
JIB Crane Option Function Test	N/A	
JIB Crane Condition	N/A	
Full JIB Crane Analysis Preformed? (Customer Option)	N/A	
Machine Measurement Front (bolting Flange To Flange)	432" wheel frame to wheel frame	
Machine Measurement Rear (bolting Flange To Flange)	432"	

Radio Remote Control

Question	Response	Details
Transmitter & Receiver Identification	N/A	
Remote serial number tags (receiver and transmitter)		
Radio Remote - Condition / Appearance	N/A	
Verify Function Operation	N/A	
Verify Engine Start-up	N/A	
Verify E-Stop Function	N/A	
Verify Engine Shut Down	N/A	
Operational Decals Present	N/A	
General Comments		

Comments

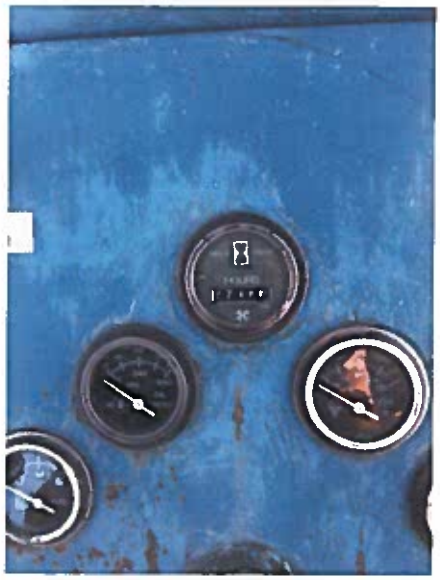
Question	Response	Details
Comments		

Signatures - 2/2 - 100%

Question	Response	Details
MTI extends no warranty to Customer for or relating to its work under this agreement. Customer acknowledges that neither MTI nor any person on MTI's behalf has made or makes any express or implied representation or warranty to Customer whatsoever, including any warranties of merchantability or fitness for a particular purpose, whether arising by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly disclaimed by MTI. Customer further acknowledges that it has not relied on any representation or warranty made by MTI or any other person on MTI's behalf.		
Disclaimer The assessors believe the information contained within this risk assessment report to be correct at the time of printing. The assessors do not accept responsibility for any consequences arising from the use of the information herein. The report is based on matters which were observed or came to the attention of the assessors during the day of the assessment and should not be relied upon as an exhaustive record of all possible risks or hazards that may exist or potential improvements that can be made.		
Information on the latest workers compensation and OHS / WHS laws can be found at the relevant State WorkCover / WorkSafe Authority.		
Confidentiality Statement In order to maintain the integrity and credibility of the risk assessment processes and to protect the parties involved, it is understood that the assessors will not divulge to unauthorized persons any information obtained during this risk assessment unless legally obligated to do so.		
Review Proper Maintenance	☑	
Review Proper Operation	☑	
Customer Printed Name & Signature	Michelle Shrider	8/23/18 4:08 PM
Inspector Printed Name & Signature	Tom McMurtrie	8/23/18 3:54 PM
	8/23/18, 3:54 PM	

Media

Appendix 1



Appendix 2

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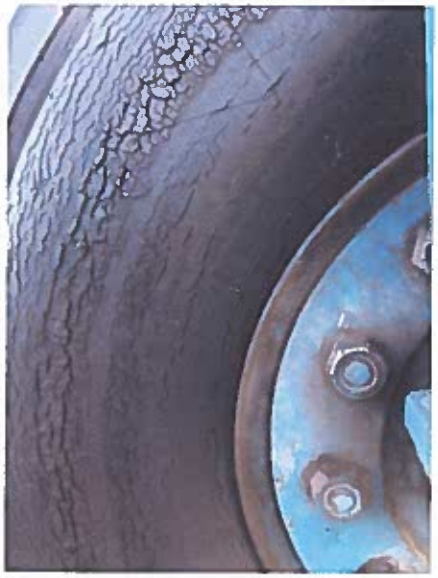

Appendix 19

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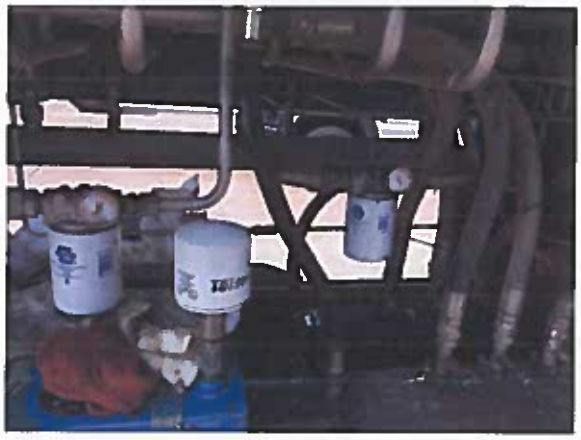
Appendix 25



Appendix 26

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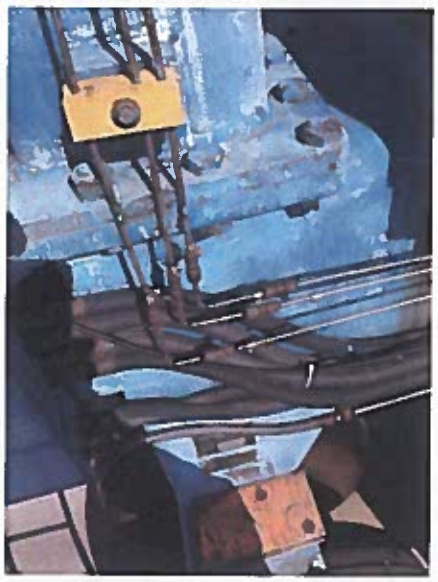
Appendix 34



Appendix 35

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Appendix 39

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Appendix 41

ORDER QUOTATION/PROFORMA INVOICE

MARINE TRAVELIFT CustomerCare
SERVICE • SUPPORT • SOLUTIONS

49 E Yew St
Sturgeon Bay, WI 54235

Phone: 920-743-6202
Email: parts@marinetravelift.com
https://marinetravelift.com

Order #
125777
Date
8/29/2018

-Quote valid one month from the quote date -Sales tax not included -Freight quote and proforma invoice available on request

Sold to:
WASHBURN MARINA
1 MARINA DR
WASHBURN WI 54891

Ship to:
WASHBURN MARINA
1 MARINA DR
WASHBURN WI 54891

Order Date	Cust #	Loc	Rep	Customer PO	Job #	Ship Via	Col/PPD	Terms
8/29/2018	M49093	40	192	RSQ Z-7582		TO ADVISE	PREPAID	TBD

TIMES AND EXPENSES ARE ESTIMATED AS A STAND ALONE TRIP. ACTUALL TO BE CHARGE DISCOUNTED RATES SHOWN ON QUOTE, APPLICABLE TAXES NOT INCLUDED

Line	Item/Description	U/M	Qty Ord	Qty B/O	Promise	Unit Price	Extended Price
1	MTI SERVICE SERVICE LABOR	EA	40	0	8/29/2018	$90.00	$3,600.00
	Your Item #			Disc%: 0	0	0	
2	MTI SERVICE TRAVEL LABOR	EA	11	0	8/29/2018	$55.00	$605.00
	Your Item #			Disc%: 0	0	0	
3	MTI SERVICE MILEAGE EXPENSES	EA	625	0	8/29/2018	$2.00	$1,250.00
	Your Item #			Disc%: 0	0	0	
4	MTI SERVICE HOTEL EXPENSES	EA	5	0	8/29/2018	$200.00	$1,000.00
	Your Item #			Disc%: 0	0	0	
5	MTI SERVICE PER DIEM EXPENSES	EA	6	0	8/29/2018	$150.00	$900.00
	Your Item #			Disc%: 0	0	0	

Line Items Total: $7,355.00

Unless otherwise specified, freight terms for all parts orders are FOB factory for US shipments and FCA for shipments outside of US

ORDER QUOTATION/PROFORMA INVOICE

MARINE TRAVELIFT CustomerCare
SERVICE • SUPPORT • SOLUTIONS

49 E Yew St
Sturgeon Bay, WI 54235

Phone: 920-743-6202
Email: parts@marinetravelift.com
https://marinetravelift.com

Order #
125778
Date
8/29/2018

-Quote valid one month from the quote date -Sales tax not included -Freight quote and proforma invoice available on request

Sold to: WASHBURN MARINA
1 MARINA DR
WASHBURN WI 54891

Ship to: WASHBURN MARINA
1 MARINA DR
WASHBURN WI 54891

Order Date	Cust #	Loc	Rep	Customer PO	Job #	Ship Via	Col/PPD	Terms
8/29/2018	M49093	40	192	IPQ Z-7582		TO ADVISE	PREPAID	TBD

STANDARD PART PRICES AND LEAD TIMES ARE INDICATED ON QUOTE.
AS A RESULT OF THE INSPECTION, THE CUSTOMER WILL RECEIVE A
10% PARTS DISCOUNT

Line	Item/Description	U/M	Qty Ord	Qty B/O	Promise	Unit Price	Extended Price
1	12-B-19.0-0-0.0-N-0-Y	EA	10	0	9/3/2018	$449.60	$4,496.00
	SLING HALF,NY,12"X19',NO EYE	ITEM# 2 SAFETY					
	Your Item #			Disc%: 0	0	0	
2	12-A-25.0-0-0.0-N-0-Y	EA	10	0	9/3/2018	$521.80	$5,218.00
	SLING HALF,NY,12"X25',NO EYE	ITEM# 2 SAFETY					
	Your Item #			Disc%: 0	0	0	
3	604145-4	EA	20	0	8/31/2018	$5.10	$102.00
	CHAIN,PROOF,1/4,4 LINKS	ITEM# 2 SAFETY					
	Your Item #			Disc%: 0	0	0	
4	603448-40	EA	20	0	8/31/2018	$27.40	$548.00
	CORD,ELASTIC**	ITEM# 2 SAFETY					
	Your Item #			Disc%: 0	0	0	
5	1010891-120	EA	20	0	8/31/2018	$251.90	$5,038.00
	CHINE PAD,12"X120"	ITEM# 2 SAFETY					
	Your Item #			Disc%: 0	0	0	
6	1013290-72.0	EA	10	0	9/3/2018	$448.40	$4,484.00
	KEEL PAD,72",BLACK	ITEM# 2 SAFETY					
	Your Item #			Disc%: 0	0	0	

Unless otherwise specified, freight terms for all parts orders are FOB factory for US shipments and FCA for shipments outside of US

7	1014218	EA	1	0		8/31/2018		$79.59	$79.59
	BOX,OPERATORS MANUAL	ITEM# 6							
	Your Item #			Disc%:	0	0	0		
8	164-533	EA	4	0		8/31/2018		$0.25	$1.00
	SCREW,CAP,HSB,1/4 NC X 1.25,AS	ITEM# 6							
	Your Item #			Disc%:	0	0	0		
9	195-102	EA	8	0		8/31/2018		$0.02	$0.16
	WASHER,FLAT,1/4,STD,Z	ITEM# 6							
	Your Item #			Disc%:	0	0	0		
10	131-71	EA	4	0		8/31/2018		$0.15	$0.60
	NUT,SLL,1/4NC,Z	ITEM# 6							
	Your Item #			Disc%:	0	0	0		
11	1003956	EA	1	0		9/3/2018		$2.78	$2.78
	CHAIN ASSY,LITERATURE	ITEM# 6							
	Your Item #			Disc%:	0	0	0		
12	603524	EA	4	0		9/5/2018		$4.03	$16.12
	SPACER,TUBE,1/2"X3/8"LG,SS**	ITEM# 6							
	Your Item #			Disc%:	0	0	0		
13	700595	EA	4	0		9/12/2018		$807.90	$3,231.60
	SPROCKET,B,13T,1.75P,3.00,K	ITEM# 7							
	Your Item #			Disc%:	0	0	0		
14	700539M1	EA	4	0		9/12/2018		$3,818.55	$15,274.20
	SPROCKET,A,54T,1.75P,7.50	ITEM# 7							
	Your Item #			Disc%:	0	0	0		
15	64592-71	EA	4	0		9/5/2018		$296.92	$1,187.68
	CHAIN,ROLL,SGL,#140,1-3/4,71P	ITEM# 7							
	Your Item #			Disc%:	0	0	0		
16	600844	EA	4	0		9/5/2018		$10.10	$40.40
	LINK,CHAIN,OFFSET,#140	ITEM# 7							
	Your Item #			Disc%:	0	0	0		

Unless otherwise specified, freight terms for all parts orders are FOB factory for US shipments and FCA for shipments outside of US

17	103152	EA	4	0		9/5/2018		$6.44	$25.76
	LINK,CHAIN,CONCTG,#140	ITEM# 7							
	Your Item #			Disc%:	0	0	0		
18	702117M1	EA	8	0		9/26/2018		$1,600.00	$12,800.00
	TIRE,LUG,A/P,RETREAD,50X20X20	ITEM# 8							
	Your Item #			Disc%:	0	0	0		
19	607846	EA	8	0		9/3/2018		$79.90	$639.20
	TUBE,TIRE,14X20	ITEM# 8							
	Your Item #			Disc%:	0	0	0		
20	601903	EA	8	0		9/3/2018		$11.90	$95.20
	EXTNSN,VALVE,TIRE,4.0"	ITEM# 8							
	Your Item #			Disc%:	0	0	0		
21	601734	EA	8	0		9/3/2018		$74.20	$593.60
	FLAP,TIRE,20 X 14	ITEM# 8							
	Your Item #			Disc%:	0	0	0		
22	701642	EA	8	0		9/3/2018		$23.87	$190.96
	CLOSURE ASSY,VALVE SLOT,7.50	ITEM# 8							
	Your Item #			Disc%:	0	0	0		
23	600970	EA	2	0		8/31/2018		$10.20	$20.40
	ELEMENT,FILTER,OIL CARTRIDGE	ITEM# 12							
	Your Item #			Disc%:	0	0	0		
24	601076	EA	2	0		9/19/2018		$71.78	$143.56
	SCREEN,SUCTION	ITEM# 12							
	Your Item #			Disc%:	0	0	0		
25	006348	EA	2	0		9/3/2018		$1.33	$2.66
	O-RING,258,6 X 1/8,70	ITEM# 12							
	Your Item #			Disc%:	0	0	0		
26	601252-009	EA	2	0		9/3/2018		$19.86	$39.72
	HOSE,SUCTION,3" X 09.00	ITEM# 12							
	Your Item #			Disc%:	0	0	0		

Unless otherwise specified, freight terms for all parts orders are FOB factory for US shipments and FCA for shipments outside of US

27	214-264	EA	4	0	8/31/2018		$1.70	$6.80
	CLAMP,HOSE,F,#52,2.81,3.75	ITEM# 12						
	Your Item #			Disc%:	0	0	0	
28	600906-005.50	EA	6	0	9/3/2018		$6.48	$38.88
	HOSE,SUCTION,1-1/2 X 05.50	ITEM# 12						
	Your Item #			Disc%:	0	0	0	
29	214-259	EA	12	0	8/31/2018		$1.17	$14.04
	CLAMP,HOSE,F,#32,1.56,2.50	ITEM# 12						
	Your Item #			Disc%:	0	0	0	
30	601952	EA	2	0	9/3/2018		$33.78	$67.56
	GAUGE,PRESS,0-60PSI,2.5,OFILTR	ITME# 13						
	Your Item #			Disc%:	0	0	0	
31	601265	EA	1	0	8/31/2018		$117.53	$117.53
	BREATHER ASSEMBLY	ITEM# 13						
	Your Item #			Disc%:	0	0	0	
32	1007199	EA	1	0	9/5/2018		$36.30	$36.30
	FILLER CAP,NON-VENTED	ITEM# 13						
	Your Item #			Disc%:	0	0	0	
33	702922-018	EA	3	0	9/5/2018		$25.72	$77.16
	HOSE ASSY,3/8 X 18	ITEM# 15						
	Your Item #			Disc%:	0	0	0	
34	700800-046	EA	4	0	9/5/2018		$35.24	$140.96
	HOSE ASSY,1/4 X 46	ITEM# 15						
	Your Item #			Disc%:	0	0	0	
35	600338	EA	2	0	8/31/2018		$97.00	$194.00
	SWIVEL JOINT	ITEM# 15						
	Your Item #			Disc%:	0	0	0	
36	702023-020	EA	4	0	9/5/2018		$28.54	$114.16
	HOSE ASSY,JIC,1/4,FXF	ITEM# 15						
	Your Item #			Disc%:	0	0	0	

Unless otherwise specified, freight terms for all parts orders are FOB factory for US shipments and FCA for shipments outside of US

37	702921-030	EA	3	0		9/5/2018		$32.84	$98.52
	HOSE ASSY,1/4 X 30	ITEM# 15							
	Your Item #			Disc%:	0	0	0		
38	220-4007	EA	2	0		9/19/2018		$398.60	$797.20
	SWIVEL,180,37M,20	ITEM# 15							
	Your Item #			Disc%:	0	0	0		
39	702913-038	EA	6	0		9/5/2018		$274.88	$1,649.28
	HOSE ASSY,JIC,1-1/4,FXF	ITEM# 15							
	Your Item #			Disc%:	0	0	0		
40	702923-017	EA	1	0		9/5/2018		$29.58	$29.58
	HOSE ASSY,JIC,1/2,FXM	ITEM# 15							
	Your Item #			Disc%:	0	0	0		
41	702772-028	EA	8	0		9/5/2018		$46.32	$370.56
	HOSE ASSY,JIC,3/4,FXF	ITEM# 15							
	Your Item #			Disc%:	0	0	0		
42	702912-030	EA	14	0		9/5/2018		$72.26	$1,011.64
	HOSE ASSY,JIC,1.0,FXF	ITEM# 15							
	Your Item #			Disc%:	0	0	0		
43	601077	EA	1	0		9/12/2018		$110.67	$110.67
	GAUGE,LIQUID LEVEL*	ITEM# 16							
	Your Item #			Disc%:	0	0	0		

washburnadmin@cityofwashburn.org

From: Michelle Shrider <michelle@washburnmarina.com>
Sent: Wednesday, August 22, 2018 7:59 AM
To: 'Adrien Cady'
Cc: 'Scott Kluver'
Subject: RE: Pump issues.

Greetings Adrien :

Thank you for coming and looking at the heat pumps. Glad we are dealing with this in August. I am copying Scott Kluver from the City on this email as costs exceeding $1000 are paid by the Harbor Commission. We will need their authorization. We'll get back to you shortly. Thanks.

Sincerely,
Michelle Shrider, CMM, General Manager
Washburn Marina
1 Marina Drive
Washburn, WI 54891
715-373-5050
www.washburnmarina.com

Find interesting updates on our Facebook page - click here!

-----Original Message-----
From: Adrien Cady [mailto:cadyplumbing@yahoo.com]
Sent: Tuesday, August 21, 2018 2:41 PM
To: michelle@washburnmarina.com
Subject: Pump issues.

Hi. We were changing the pumps near the boiler and found the flanges are rusted really bad and need replaced. Also one of the two valves are dripping. I recommend new valves with flanges for both pumps being replaced so we can get rid of the old rusty steel and have valves that work. I also see an automatic air vent that should be changed as its leaking water. We will need to drain some of the system down to be able to remove valves and sweat new ones on.
I will order parts if i dont have them in stock. Its hard to say how long it will take, or what else we could run into. If it takes 2 of us 4 hours plus material it would be approaching $1000.00.
I will be out of town for a couple days but will watch for your response.
Email is best the next couple days if you have questions.

Thanks
Adrien Cady
Cady Plumbing and HVAC
31160 Birch Grove Road
Washburn WI 54891
Phone 715-373-2378
Fax 715-373-0646

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 SJK

Re: Insurance on Docks

Date: September 12, 2018

At the last meeting, the Harbor Commission voted to have another insurance company look at providing property insurance for the marina. Please know that after beginning discussions, Coverra, the other insurance company, would need to provide property insurance for the entire City. We are way too late in the process this year to consider that as an option.

As a result, we are back with the initial question on whether or not to include endorsements in the current policy. A decision must be made at this meeting for any change in policy to take effect. In the enclosed documents, it is explained that our current policy :

"includes piers, wharfs and docks. It further states they are not covered for damage caused by any of the following: A. freezing; thawing; B. impact of watercraft; C. the pressure or weight of ice or water, whether driven by wind or not; and , D. erosion or deterioration, whether gradual or sudden.

MPIC offers two endorsements to buy back two of the exclusions – The two exclusions are B) Impact of watercraft and C) Pressure or weight of ice or water, whether driven by wind or not.

One endorsement is MPIC 203 and the other is MPIC 204. MPIC 203 insures up to the Total Insured Value of the Pier and Wharf's scheduled – currently listed as $1,652,193. A per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss, or damage provisions.

The other endorsement is MPIC 204. MPIC 204 insures up to an occurrence limit of $250,000. The per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss or damage provisions.

Basically the policy has property (docks, piers, and wharfs) that are not covered by four exclusions – A. Freezing, Thawing B. Impact of Watercraft C. Pressure or weight of ice or water, whether driven by wind or not D. Erosion or deterioration, whether gradual or sudden. MPIC

has two endorsements that buy back two endorsements – B and C. The difference in the two endorsements is the amount of coverage – Total Insured Value of items scheduled or $250,000.

I have also enclosed what items are included on the pier and wharf coverage, and most of the items are marina related; however, it is confusing. I recommend that a review of the covered items occurs so that we can clarify the items that are covered and have updated values of the items that are covered. Two quotes are added also enclosed if either of the endorsements is taken.

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

washburnadmin@cityofwashburn.org

From: Zoltan Csete <zcsete@coverrainsurance.com>
Sent: Thursday, August 23, 2018 11:44 AM
To: Dan Stoltman
Cc: Scott Kluver; michelle@washburnmarina.com
Subject: RE: City of Washburn Piers and Wharf coverage

Dan, Scott and Michelle-

Per my discussion with Dan, the city is not wanting to have an outside agency look at the property. Not everyone is privy to how things work with insurance companies, so just a little background. It will be difficult for anyone to get a competitive quote on just the docks. When you submit everything together it gives them a "bigger piece of the pie" and helps round out the account. For a company to just write the docks competitively it would be risky and they will probably not offer much of a competitive advantage in terms of pricing. With that said, I may be able to save $500-$1,000 compared to what you're looking at for a renewal. If that would be enough I can continue forward with quoting just the docks. But, I respect the relationship you have with the current agent and it wouldn't make sense for anyone to spend any more time on this if the expectation was I come in 50% cheaper. Let me know your thoughts.

Appreciate you thinking of me Michelle!

Sincerely,

Zoltan Csete
Commercial Lines Agent

Coverra
Covering you comes first

Coverra Insurance Services, Inc.
3803 Creekside Lane
Holmen, WI 54636

Office: 608-526-2127 x 3004
Fax: 608-519-2818
Cell: 608-343-0000

From: Dan Stoltman [mailto:asstadmin@cityofwashburn.org]
Sent: Tuesday, August 07, 2018 10:51 AM
To: Zoltan Csete <zcsete@coverrainsurance.com>
Cc: Scott Kluver <washburnadmin@cityofwashburn.org>; michelle@washburnmarina.com
Subject: City of Washburn Piers and Wharf coverage

Mr. Csete,

You had been in contact with Michelle Shrider regarding the City of Washburn's Piers and Wharf coverage, and stated you would like to see our coverage in order to provide your assessment and quote. I have attached our current coverage, as well as the previous year's cover page that shows the rate.

Best,

Daniel Stoltman
Assistant City Administrator
City of Washburn
P.O. Box 638
119 Washington Avenue
Washburn, WI 54891-0638
Phone: 715-373-6160 ext.1
FAX: 715-373-6148
Email: asstadmin@cityofwashburn.org

washburnadmin@cityofwashburn.org

From:	Dan Stoltman <asstadmin@cityofwashburn.org>
Sent:	Thursday, August 23, 2018 2:07 PM
To:	Scott Kluver
Subject:	FW: Pier and Wharf Endorsement
Attachments:	MPIC Policy Specimen.docx; MPIC-203(0918) - Pier and Wharf Replacement Coverage.docx; MPIC-204(0918) - Pier and Wharf Limited Coverage.docx

Daniel Stoltman
Assistant City Administrator
City of Washburn
P.O. Box 638
119 Washington Avenue
Washburn, WI 54891-0638
Phone: 715-373-6160 ext.1
FAX: 715-373-6148
Email: asstadmin@cityofwashburn.org

From: Larry Passint [mailto:Larry.Passint@spectruminsgroup.com]
Sent: Thursday, August 23, 2018 1:52 PM
To: asstadmin@cityofwashburn.org
Subject: FW: Pier and Wharf Endorsement

Hi Dan,

I think I am starting to understand this and hopefully this information will help you. Start with the policy page 10, Section V – Property Not "Covered". The following are not "covered" property unless specifically added or endorsed to this policy: E includes piers, wharfs and docks. It further states they are not covered for damage caused by any of the following: A. freezing; thawing; B. impact of watercraft; C. the pressure or weight of ice or water, whether driven by wind or not; and , D. erosion or deterioration, whether gradual or sudden.

MPIC offers two endorsements to buy back two of the exclusions – The two exclusions are B) Impact of watercraft and C) Pressure or weight of ice or water, whether driven by wind or not.

One endorsement is MPIC 203 and the other is MPIC 204. MPIC 203 insures up to the Total Insured Value of the Pier and Wharf's scheduled – currently listed as $1,652,193. A per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss, or damage provisions.

The other endorsement is MPIC 204. MPIC 204 insures up to an occurrence limit of $250,000. The per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss or damage provisions.

Basically the policy has property (docks, piers, and wharfs) that are not covered by four exclusions – A. Freezing, Thawing B. Impact of Watercraft C. Pressure or weight of ice or water, whether driven by wind or not D. Erosion or deterioration, whether gradual or sudden. MPIC has two endorsements that buy back two endorsements – B and C. The difference in the two endorsements is the amount of coverage – Total Insured Value of items scheduled or $250,000.

Please let me know if you have any questions or if this helps.

Have a great day.
Larry

From: policy@mpicwi.com <policy@mpicwi.com>
Sent: Tuesday, August 14, 2018 1:43 PM
To: Larry Passint <Larry.Passint@spectruminsgroup.com>
Cc: brogacki@mpicwi.com
Subject: RE: Pier and Wharf Endorsement

Larry,

The form language states that with the addition of the Pier and Wharf Endorsement the insured is buying back the following exclusions:

- Impact of watercraft
- The pressure or weight of ice or water whether driven by wind or not

If items classified as piers and wharfs are scheduled on the SOV, but are not scheduled under the Pier & Wharf Endorsement, there is still coverage, but NOT for Impact of watercraft or the pressure or weight of ice or water whether driven by wind or not.

Please under no circumstances will MPIC insure against erosion, freezing, or thawing. These hazards will always excluded, regardless if the Pier & Wharf Endorsement is applied or not.

Please refer to SECTION V, Letter E. of the Policy: (I've attached a copy of the policy for your reference)

SECTION V – PROPERTY NOT "COVERED"

The following are not "covered" property unless specifically added or endorsed to this policy:

A. *Land (including land on which the property is located), water, crops, and standing or cut timber, wherever located.*

B. *Cost of excavation, grading or filling not related to an "occurrence".*

C. *Underground and buried cables, pipes, flues or drains, including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a "covered" "building" or structure, except underground and buried pipes, flues or drains that are:*

   1. *Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or*

   2. *Part of a geothermal heating and cooling system.*

D. *Those portions of sidewalks, bridges (including roadway bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a "covered" "building" or structure.*

E. *Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, wharves and docks for damage caused by any of the following: freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.*

The exclusions pertaining to Piers and Wharves are highlighted and underlined above and are defined as the following:

- A. Freezing; thawing
- B. Impact of watercraft
- C. Pressure or weight of ice or water, whether driven by wind or not
- D. Erosion or deterioration, whether gradual or sudden

Now please refer to the Pier and Wharf Endorsement language –

MUNICIPAL PROPERTY INSURANCE COMPANY

PIER AND WHARF REPLACEMENT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. *Item E. of* ***SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY****, of the* ***MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001***

by the following excluded causes of loss:

When covered under this policy: - **The Pier and Wharf Endorsement is applied**

1. *Piers and wharves that are scheduled on the declarations page for loss or damage caused by:*
   a. *Freezing or thawing; or,*
   d. *Erosion or deterioration whether gradual or sudden.*

- **The form states the endorsement is buying back the exclusions B. Impact of watercraft C. Pressure or weight of ice or water, whether driven by wind or not**

2. *Piers and wharves **(not scheduled on the declarations page)**, bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by: -* ***No endorsement***

   a. *Freezing or thawing;*

   b. *Impact of watercraft;*

   c. *The pressure or weight of ice or water whether driven by wind or not; and,*

   d. *Erosion or deterioration whether gradual or sudden.*

- **The form states that without the endorsement, all of the exclusions from Section V, of the policy still apply.**

Losses covered under this endorsement are subject to the following:

a *Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements.*

b *The maximum coverage available under this endorsement shall not exceed the limit stated on the declarations page for this coverage.*

c *A per occurrence deductible equal to the greater off 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss, or damage provisions.*

This email has been checked for viruses by Avast antivirus software.
www.avast.com

To be completed only if issued after effective date of the policy

Policy #:
Effective Date:

MUNICIPAL PROPERTY INSURANCE COMPANY
PIER AND WHARF REPLACEMENT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
   a. Freezing or thawing; or,
   b. Erosion or deterioration whether gradual or sudden.
2. Piers and wharves (not scheduled on the declarations page), bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
   a. Freezing or thawing;
   b. Impact of watercraft;
   c. The pressure or weight of ice or water whether driven by wind or not; and,
   d. Erosion or deterioration whether gradual or sudden.

Losses covered under this endorsement are subject to the following:

a Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements.

b The maximum coverage available under this endorsement is equal to the amount stated on the declarations page for this coverage.

c A per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss or damage provisions.

To be completed only if issued after effective date of the policy

Policy #:
Effective Date:

MUNICIPAL PROPERTY INSURANCE COMPANY
PIER AND WHARF LIMITED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
   a. Freezing or thawing; or,
   b. Erosion or deterioration whether gradual or sudden.
2. Piers and wharves (not scheduled on the declarations page), bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
   a. Freezing or thawing;
   b. Impact of watercraft;
   c. The pressure or weight of ice or water whether driven by wind or not; and,
   d. Erosion or deterioration whether gradual or sudden.

Losses covered under this endorsement are subject to the following:

a Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements.

b The maximum coverage available under this endorsement is $250,000 per occurrence.

c A per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss or damage provisions.

MPIC-004 PITO	06-2016	Property in the Open
MPIC-101	06-2016	Business Income Endorsement
MPIC-104	06-2016	Vacancy Permit
MPIC-202	06-2016	Pier and Wharf Additional Coverage Endorsemen
MPIC-300	01-2018	Contractor's Equipment Endorsement
MPIC-500	06-2016	Joint Loss Agreement Endorsement
MPIC-501	06-2016	Loss Payable Endorsement
MPIC-502	06-2016	Cap on Losses From Certified Acts of Terrorism
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-507	01-2017	Equipment Breakdown Protection Coverage Endorsement

Item V. Loss Payees:

Loss Payee
Bremer Bank
PO Box 107
Amery WI 54001
Item: Washburn Marina

Loss Payee
John Deere Exchange, Inc.
22408 Network Place
Chicago IL 60673
Item: Loader Backhoe

Loss Payee
Bremer Bank
PO Box 107
Amery WI 54001
Item: Washburn Municipal Marina

Item VI. Variable Coverage Schedules:

Business Income	
Washburn Municipal Marina - Washburn Municipal Marina	500,000
	500,000
Bridges	
MEMORIAL PARK - PEDESTRIAN BRIDGE "A"	17,938
MEMORIAL PARK - PEDESTRIAN BRIDGE "B"	21,415
MEMORIAL PARK - PEDESTRIAN BRIDGE "C"	8,921
LAKEFRONT PARKWAY - PEDESTRIAN BRIDGE "D"	10,378
LAKEFRONT PARKWAY - PEDESTRIAN BRIDGE "E"	17,849
	76,501
Pier & Wharf	
THOMPSON WEST END PARK - PIER	17,243
WASHBURN MUNICIPAL MARINA - FLOATING DOCK	1,154,097
PITO / CE - FIXED DOCK - WEST END OF LANDING	90,595
THOMPSON WEST END PARK - BOARDWALK ON PENINSULA	2,873
WASHBURN MUNICIPAL MARINA - BOARDWALK	13,794
THOMPSON WEST END PARK - PIER AT BOAT LANDING	71,265
THOMPSON WEST END PARK - PIER, FISHING	153,255
THOMPSON WEST END PARK - FIXED DOCK	45,390
WASHBURN MUNICIPAL MARINA - ADA compliant floating dock	85,205
WASHBURN MUNICIPAL MARINA - FIXED DOCK	4,619
WASHBURN MUNICIPAL MARINA - FIXED DOCK	4,619
WASHBURN MUNICIPAL MARINA - FIXED DOCK	4,619
WASHBURN MUNICIPAL MARINA - FIXED DOCK	4,619
	1,652,193
Vacancy Permit	
BAYFIELD STREET - BAYFIELD RESIDENCE	166,650
	166,650

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5000044_Q-1

Agent Larry Passint

Named Insured and Principal Address:

City of Washburn & Public Library
PO Box 638
Washburn, WI 54891

Contact:

Daniel Stoltman
715-373-6160

Policy Period: 12:01 am 09/30/2018 to 09/30/2019

.0618 11,356

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	18,376,007	0.063	11,571
Contractors Equipment	1,000	1,747,878	0.192	3,356
Contractors Equipment valued under $25,000	1,000	112,490	N/A	0
Business Income	5,000	500,000	0.0326	163
Bridges	1,000	76,501	0.055	50
Pier & Wharf		1,652,193	0.70	11,565
Vacancy Permit	5,000	166,650	0.029	50
Equipment Breakdown With Sewer, Water for Municipality or Other Entity	5,000	18,376,007	0.0056	1,029
Total Annual Premium	**$27,784**			

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.

To be completed only if issued after effective date of the policy

+10%

Policy #:
Effective Date:

MUNICIPAL PROPERTY INSURANCE COMPANY
PIER AND WHARF REPLACEMENT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
   a. Freezing or thawing; or,
   b. Erosion or deterioration whether gradual or sudden.
2. Piers and wharves (not scheduled on the declarations page), bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
   a. Freezing or thawing;
   b. Impact of watercraft;
   c. The pressure or weight of ice or water whether driven by wind or not; and,
   d. Erosion or deterioration whether gradual or sudden.

Losses covered under this endorsement are subject to the following:

a Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements.

b The maximum coverage available under this endorsement is equal to the amount stated on the declarations page for this coverage.

c A per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss or damage provisions.

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5000044_Q-1

Agent Larry Passint

Named Insured and Principal Address:

City of Washburn & Public Library
PO Box 638
Washburn, WI 54891

Contact:

Daniel Stoltman
715-373-6160

Policy Period: 12:01 am 09/30/2018 to 09/30/2019

.0618 11,356

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	18,376,007	~~0.083~~	11,~~571~~
Contractors Equipment	1,000	1,747,878	0.192	3,356
Contractors Equipment valued under $25,000	1,000	112,490	N/A	0
Business Income	5,000	500,000	0.0326	163
Bridges	1,000	76,501	0.055	50
Pier & Wharf		1,652,193	0.40	6608
Vacancy Permit	5,000	166,650	0.029	50
Equipment Breakdown With Sewer, Water for Municipality or Other Entity	5,000	18,376,007	0.0056	1,029
Total Annual Premium	**$22,827**			

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.

To be completed only if issued after effective date of the policy

Policy #:
Effective Date:

MUNICIPAL PROPERTY INSURANCE COMPANY
PIER AND WHARF LIMITED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
   a. Freezing or thawing; or,
   b. Erosion or deterioration whether gradual or sudden.
2. Piers and wharves (not scheduled on the declarations page), bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
   a. Freezing or thawing;
   b. Impact of watercraft;
   c. The pressure or weight of ice or water whether driven by wind or not; and,
   d. Erosion or deterioration whether gradual or sudden.

Losses covered under this endorsement are subject to the following:

a Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements.

b The maximum coverage available under this endorsement is $250,000 per occurrence.

c A per occurrence deductible equal to the greater of 10% of the total covered loss or $1,000 applies regardless of any other deductible, covered loss or damage provisions.

Municipal Property Insurance Company
2801 Crossroads Drive, Suite 2200
Madison, WI 53718
Telephone: (800) 968-4670
Email: information@mpicwi.com
www.mpicwi.com

July 20, 2018

Daniel Stoltman
City of Washburn & Public Library
PO Box 638
Washburn, WI 54891

RE: Notice of Altered Terms for Property Insurance Renewal

Dear Daniel Stoltman:

The Municipal Property Insurance Company (MPIC) currently provides City of Washburn & Public Library property insurance, under policy number 5000044. MPIC is committed to continuing to provide you comprehensive and cost effective property insurance coverage.

As such, MPIC has filed two new coverage endorsements that address Pier and Wharf, effective 09/28/18. The changes are as follows:

Pier and Wharf Additional Coverage Endorsement MPIC-202(06/16) – No Longer Available 09/28/18

- Replacement Cost Coverage
- Various Deductibles available ($1,000 - $500,000)
- Base Rate $.05 per $100 of pier and wharf exposure limit

Pier and Wharf Replacement Coverage MPIC-203(09/18) – New – Beginning 09/28/18

- Coverage provided up to scheduled TIV per occurrence
- Deductible is equal to the greater of $1,000.00 or 10% of loss
- Rate is $.70 per $100 of pier and wharf exposure limit

Pier and Wharf Limited Coverage MPIC-204(09/18) – New – Beginning 09/28/18

- Coverage limited to $250,000 per occurrence
- Deductible is equal to the greater of $1,000.00 or 10% of loss
- Rate is $.40 per $100 of pier and wharf exposure limit

In accordance with Wis, Stat 21.01, Section 631.36 (5), MPIC is providing notice of these changes in coverage prior to the effective date of your insurance renewal date. Under this provision, you have the option to cancel your coverage provided by MPIC within 60 days of this notification, with any return premium to you being calculated on a pro rata basis.

If you elect to continue Pier and Wharf coverage with MPIC, you will need to select either MPIC-203 or MPIC-204 at the time of your renewal. This change will not affect any coverages currently in-force under your current MPIC-202 coverage endorsement.

Specific questions about these changes can be directed to MPIC or your agent.

Regards,

Blair Rogacki

Blair Rogacki
MPIC – CEO

MUNICIPAL PROPERTY INSURANCE COMPANY

2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (800) 968-4670

POLICY ENDORSEMENT DECLARATIONS

Named City of Washburn & Public Library **Phone** (715) 373-6160

Insured: Scott Kluver
PO Box 638
Washburn, WI 54891

Policy: MP-02-240003 **Agent:** Larry Passint

Term: 12:01am 9/30/2016 to 9/30/2017

ADDING Vacancy Permit for Site 025 - 206 W. Bayfield St. Washburn. Building Valued at $165,000. Effective 5/1/2017

Coverage

Form	Coverage	Aggregate	Deductible	TIV	Rate	Annual Premium
MPIC-001	Buildings, Personal Property & Property in the Open	N	5,000	16,885,742	0.062	10,469
MPIC-300	Contractors Equipment (Replacement Cost)	N	500	1,727,091	0.179	3,091
MPIC-104	Vacancy Permit **Schedule Attached**	N	5,000	165,000	0.033	54
MPIC-101	Business Income **Schedule Attached**	N	5,000	500,000	0.049	245
MPIC-202	Pier And Wharf Additional Covered Causes of Loss **Schedule Attached**	N	500	1,515,569	0.052	788
MPIC-507	Equipment Breakdown with Sewer, Water or other utility	N	5,000	16,885,742	0.003	540

Total Annual Premium	**$15,187**
Endorsement Premium Change	**$22**

Billed to Insured

Additional forms and endorsements made part of this policy at time of issue

Form	Description
MPIC-004 07/15	Statement Of Values
MPIC-004-CE 7/15	Contractor's Equipment Schedule
IL 09 85 0108	Disclosure Pursuant To Terrorism Risk Ins Act
MPIC-004-PITO R 07/11	Property In The Open Detail
MPIC-500 06/16	Joint Loss Agreement Endorsement
MPIC-502 06/16	Cap On Losses From Certified Acts Of Terrorism

MUNICIPAL PROPERTY INSURANCE COMPANY
PIER AND WHARF ADDITIONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
   a. Freezing or thawing; or,
   b. Erosion or deterioration whether gradual or sudden.
2. Piers and wharves (not scheduled on the declarations page), bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
   a. Freezing or thawing;
   b. Impact of watercraft;
   c. The pressure or weight of ice or water whether driven by wind or not; and,
   d. Erosion or deterioration whether gradual or sudden.

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: Proposed 2019 Budget – Draft #1

Date: September 12, 2018

Attached is the proposed 2019 Harbor Commission budget for your review. Please note the following points:

Revenues:

1. Slip Fee/Annual Fee – Amount reflects current rates, no changes anticipated at this time.
2. Sales Tax – This amount is the same on the expense side, so it is a wash.
3. Slip Transfers – This figure reflects an average of four (4) transfers per year at $100 each ($30 each to record at the Register of Deeds office).
4. Interest on Investment – A slight increase in revenue is anticipated because of the healthy fund balance and higher interest rates.
5. Fund Cash Balance Applied – At this time, I am not anticipating use of any of the fund balance for next year. The Harbor Commission has a goal of leaving at least $75,000 in the fund balance in the bank at the lowest cash time of year which would be March 31st (before slip revenues come in). It may be necessary to do a budget amendment if the Dock 3 Project is not completed in 2018 to utilize unspent dollars for 2019.

Expenses:

1. Base Salary and Benefits – Reflects seven percent (7%) each of the Administrator and Deputy Clerk/Treasurer. Wage and benefit amounts have not been finalized yet by the City Council.
2. Insurance – Dollar figure reflects taking on full endorsement.
3. Repairs & Maintenance – Dollars for Travelift and other repairs and maintenance at the Marina.
4. Capital Projects – I have placed the balance of the available funds to this line. For right now, I do not anticipate any significant new projects for 2019. I believe we should wait until the Dock 3 Project, the Electrical Breaker Project, and the Coal Dock Project are all completed before we take on any new significant projects.
5. Unclassified – This is a miscellaneous account that has historically paid for the picnics and any travel expenses of the Harbor Commission.
6. Principle and Interest Payments – The payments on the loan for commercial dock ($13,297.55 prin. and $307.69 int.) This loan will be paid off in 2019, no refinancing will be necessary. Boat Ramp Loan $14,953.32 in principle and $3,428.14 in interest. I am anticipating the Harbor Commission portion of the new Coal Dock loan to be $29,454 in principle and $13,049 in interest. Final figures should be available within a month.

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

Draft 1

Proposed Budget Overview - Detail
Fund: 210 - MARINA OPERATIONS-HARBOR COM.

Account Number		2017 Actual Year-End	2018 Projected Year-End	2018 Budget	2019 Proposed Budget	% Change In Budget
210-00-43524-000-000	PEFCA TANK REMOVAL GRANT	0.00	0.00	0.00	0.00	0.00
210-00-43525-000-000	CDBG MARINA GRANT	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUES		0.00	0.00	0.00	0.00	0.00
210-00-46371-000-000	SLIP FEES	122,987.12	0.00	132,683.00	132,683.00	0.00
210-00-46372-000-000	ANNUAL FEE	5,000.00	0.00	5,000.00	5,000.00	0.00
210-00-46373-000-000	MARINA SALES TAX COLLECTED	7,039.26	0.00	7,573.00	7,573.00	0.00
210-00-46374-000-000	SLIP TRANSFER FEE	400.00	0.00	400.00	400.00	0.00
PUBLIC CHARGES FOR SERVICES		135,426.38	0.00	145,656.00	145,656.00	0.00
210-00-48100-000-000	INTEREST ON INVESTMENTS	874.14	0.00	500.00	600.00	20.00
210-00-48111-000-000	INTEREST ON LATE PAYMENTS	0.00	0.00	0.00	0.00	0.00
210-00-48200-000-000	RENT - COAL DOCK	11,185.00	0.00	0.00	0.00	0.00
210-00-48201-000-000	WINTER STORAGE FEES	0.00	0.00	0.00	0.00	0.00
210-00-48900-000-000	UNCLASSIFIED	2,116.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES		14,175.14	0.00	500.00	600.00	20.00
210-00-49100-000-000	PROCEEDS FROM LONG TERM DEBT	0.00	0.00	0.00	0.00	0.00
210-00-49300-000-000	FUND CASH BALANCE APPLIED	0.00	0.00	210,000.00	0.00	-100.00
210-00-49400-000-000	SALES OF GENERAL FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
210-00-49401-000-000	SALE OF SLIPS	0.00	0.00	0.00	0.00	0.00
210-00-49402-000-000	MARINA PROFITS	124,957.00	0.00	0.00	0.00	0.00
TRANSFER FROM OTHER FUNDS		124,957.00	0.00	210,000.00	0.00	-100.00
Total Revenues		274,558.52	0.00	356,156.00	146,256.00	-58.93

Account Number		2017 Actual Year-End	2018 Projected Year-End	2018 Budget	2019 Proposed Budget	% Change In Budget
210-00-51450-312-000	MARINA	0.00	0.00	0.00	0.00	0.00
GENERAL GOVERNMENT		0.00	0.00	0.00	0.00	0.00
210-00-53540-000-000	DOCKS & HARBORS COMMISSION	0.00	0.00	0.00	0.00	0.00
210-00-53540-110-000	BASE SALARY/WAGES	6,487.99	0.00	8,580.00	8,764.00	2.14
210-00-53540-111-000	PER DIEM	0.00	0.00	0.00	0.00	0.00
210-00-53540-151-000	FICA EXPENSE	478.18	0.00	659.00	673.00	2.12
210-00-53540-152-000	BENEFITS	1,345.67	0.00	2,078.00	2,037.00	-1.97
210-00-53540-158-000	WORKMENS COMP	0.00	0.00	150.00	150.00	0.00
210-00-53540-160-000	INSURANCE	0.00	0.00	5,400.00	15,000.00	177.78
210-00-53540-210-000	OPER. PAYMENTS/DOCK FEE SPLIT	0.00	0.00	0.00	0.00	0.00
210-00-53540-249-000	PECFA CLEAN UP COST	0.00	0.00	0.00	0.00	0.00
210-00-53540-321-000	MEMBERSHIPS	535.00	0.00	535.00	535.00	0.00
210-00-53540-322-000	NEWS PAPER ADV.	508.80	0.00	300.00	300.00	0.00
210-00-53540-323-000	MANAGER LOAN PAYMENTS	0.00	0.00	0.00	0.00	0.00
210-00-53540-342-000	REPAIRS & MAINT.	25,253.21	0.00	24,000.00	24,000.00	0.00
210-00-53540-343-000	MARINA RFP-EXPENSE	1,898.40	0.00	0.00	0.00	0.00
210-00-53540-591-000	SALES TAX PAYMENTS	7,039.26	0.00	7,573.00	7,573.00	0.00
210-00-53540-810-000	CAPITAL PROJECT	142,358.28	0.00	269,691.00	11,734.00	-95.65
210-00-53540-820-000	CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS		185,904.79	0.00	318,966.00	70,766.00	-77.81
210-00-58100-000-000	PRINICIPAL	30,624.30	0.00	31,112.00	57,705.00	85.48
210-00-58200-000-000	INTEREST AND FISCAL CHARGES	6,450.05	0.00	5,078.00	16,785.00	230.54
LOAN/LEASE PAYMENT		37,074.35	0.00	36,190.00	74,490.00	105.83
210-00-59119-000-000	UNCLASSIFIED	245.50	0.00	1,000.00	1,000.00	0.00
210-00-59200-000-000	TRANSFER TO TID	0.00	0.00	0.00	0.00	0.00
210-00-59210-000-000	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
210-00-59230-000-000	TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
210-00-59241-000-000	TRANSFER TO WATERFRONT DEVEL	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES		245.50	0.00	1,000.00	1,000.00	0.00
Total Expenses		223,224.64	0.00	356,156.00	146,256.00	-58.93
Net Totals		51,333.88	0.00	0.00	0.00	0.00

washburnadmin@cityofwashburn.org

From: Tina Klinger <tklinger@jfbrennan.com>
Sent: Wednesday, September 5, 2018 3:27 PM
To: washburnadmin@cityofwashburn.org
Subject: RE: Dock Space Rental

Good afternoon,

We will sign the agreement as written. As this one is marked "draft", will you be sending a final for signature?

Thank you,

Tina Klinger
Vice President - CFO

tklinger@jfbrennan.com | www.jfbrennan.com
Direct: 608.519.5266
Cell: 608.415.3118

J.F. Brennan Company, Inc.
Corporate Headquarters
818 Bainbridge Street
La Crosse, WI 54603

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From: washburnadmin@cityofwashburn.org [mailto:washburnadmin@cityofwashburn.org]
Sent: Tuesday, August 28, 2018 4:11 PM
To: Nick Patterson <npatterson@jfbrennan.com>; Tina Klinger <tklinger@jfbrennan.com>
Cc: Tina Skau <tskau@jfbrennan.com>; Scott Krall <skrall@jfbrennan.com>; 'Carl Broberg' <crbroberg@centurytel.net>
Subject: RE: Dock Space Rental

Tina and Nick,

Please see a draft agreement for your review. It is until the end of September (let me know if you need longer), for a $1,000, and recognizes that you are utilizing the same space that Nelson Construction has an agreement for. Please let me know if you have any questions on this. I request that a certificate of insurance be provided to the City.

Scott Kluver
City of Washburn

From: Nick Patterson <npatterson@jfbrennan.com>
Sent: Tuesday, August 28, 2018 3:00 PM
To: washburnadmin@cityofwashburn.org
Cc: Tina Skau <tskau@jfbrennan.com>; Tina Klinger <tklinger@jfbrennan.com>; Scott Krall <skrall@jfbrennan.com>
Subject: Dock Space Rental

Mr. Kluver-

Tina Klinger (CFO of J.F. Brennan) is likely the person who will be signing the property agreement to temporarily store our barges on the city dock. The company address for our headquarters is 818 Bainbridge Street, La Crosse, WI 54603.

Nick Patterson *P.E.*
Regional Project Manager

npatterson@jfbrennan.com | www.jfbrennan.com
Direct: 218.349.5237
Cell: 218.349.5237

J.F. Brennan Company, Inc.
Duluth Area Office
716 Garfield Ave
Duluth, MN 55802

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Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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AGREEMENT BY AND BETWEEN THE
HARBOR COMMISSION
OF THE
CITY OF WASHBURNAND J.F. BRENNAN 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 J.F. Brennan Company, Inc. of LaCrosse, WI (hereafter referred to as the "User") is hereby made effective on August 28, 2018.

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.

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 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 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:

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:

Tina Klinger, CFO
J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, Wisconsin 54603
E-mail: tklinger@jfbrennan.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 28th day of August 2018.

Carl R. Broberg, Commission President	Scott J. Kluver, Clerk

USER:

By:

Tina Klinger, CFO J.F. Brennan Company, Inc.	Date

ADDENDUM TO AGREEMENT BY AND BETWEEN THE HARBOR COMMISSION OF THE CITY OF WASHBURN AND J.F. BRENNAN COMPANY, INC.

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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: August 29, 2018
   End date: September 30, 2018
   Special provisions: Term may be extended by mutual agreement, and with consent of Nelson Construction Co. of LaPointe. 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. Fee for term: $1,000. This fee includes the assemble and loading of barges and transfer of a crane.
   b. Fee for additional time after end of term: $75/day for materials stored outside the term of this agreement.
   c. Special provisions: Documentation of tonnage trans-loaded/stored material shall be provided on a monthly basis.

4. Portion of dock for use:

   [ ] All.

   [X] Part. Describe: Approximate 120' x 130' area on west side of dock, or Section "C" 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 equipment 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. (4) It is noted that use of this space is subject to the approval of Nelson Construction of LaPointe, Inc. as a transloading agreement is already in place with that company.