

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



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

**NOTICE OF FINANCE COMMITTEE MEETING** Monday, April 11, 2022 City Hall 4:30PM

- Committee Review-Monthly Expenditures

**NOTICE OF CITY COUNCIL MEETING**

Monday, April 11, 2022 Washburn City Hall 5:30 PM

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/83643025576?pwd=cTc4UEVPMWx5TWtLQURqRi92S25XQT09> by calling 1-888-788-0099 (Toll Free) and entering Webinar ID: 836 4302 5576 with passcode 041122 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**

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council Meeting – March 14, 2022
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
  - Recognition of Service
- Presentation of 2021 Library Report – Darrell Pendergrass, Presenter **TAB 1**
- Discussion & Action on Library Board Request to “No Bid” for Library Lift Replacement **TAB 2**
- Discussion & Action on Acceptance of Bid and Approval of Contract for Washburn Iron Works Sewer Relocation Project **TAB 3**
- Discussion & Action on Amendment to Agreement with Ayres Associates for Engineering Services Related to the Washburn Iron Works Sewer Relocation Project
- Discussion & Action on Acceptance of Bid for Road Gravel **TAB 4**
- Reconsideration of Terrace Type Selection for Bayfield Street Project **TAB 5**
- Discussion & Action on Ordinance 2022-03 to Establish Regulations of Outdoor Kitchens **TAB 6**
- Discussion & Action on Approval of Certified Survey Map for the Creation of New Lots Within Existing Tax IDs 36422 and 32477 for Lot to be Sold to James Ledin **TAB 7**
- Discussion & Action on Resolution #22-003 to Apply for Funding to Expand Hillside Tennis Court/Close Eastside Tennis Court **TAB 8**
- Discussion & Action on Resolution #22-002 for the Extension of TID #2 for One Year to Fund a Future Affordable Housing Project/OR for the Termination of TID #2 **TAB 9**
- Discussion & Action on Renewal of Lease Agreement of Thompson’s West End Park Boat Ramp Area for North Coast Community Sailing- Jacob Kaiser, Petitioner **TAB 10**
- Discussion & Action on Special Event Request to Temporarily Restrict Parking on S. 2<sup>nd</sup> Ave W. and Harbor View Drive for North Coast Car Show and Use of Omaha Property for Parking on July 30, 2022 – Tammy DeMars, Petitioner **TAB 11**
- Discussion & Action on Use of Thompson’s West End Park, Memorial Park, Wikdal Park, and the Coal Dock; Closure of Portions of N. 3<sup>rd</sup> Ave. West and S. 4<sup>th</sup> Avenue West; and Relaxation of Open Container and Noise Ordinances all at Certain Times during Brownstone Block Party Activities July 29 through July 31, 2022 – Washburn Area Chamber of Commerce, Petitioner **TAB 12**
- Alcohol Licensing Matters -
  - Discussion on Potential Amendments to Beer Garden Ordinance **TAB 13**
  - Issuance of Class “B” (Beer) and “Class B” (Liquor) licenses to Superior Shores Eats, Inc dba Patsy’s Bar & Grill; at 328 W. Bayfield Street, Robert Stadler – Agent **TAB 14**
- Adjourn

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

March 14, 2022

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM

Washburn City Hall & Remote Call-In

City Council Members:

Present, in-person:

Karen Spears-Novachek, Laura Tulowitzky, Tom Neimes, Carl Broberg, Mary McGrath, Dave Anderson, Jennifer Maziasz

Present, remote:

none

Municipal Personnel:

Present in-person:

City Administrator Scott J. Kluver, Treasurer/Deputy Clerk Tammy L. DeMars, City Attorney Max Lindsey, Director of Public Works Gerry Schuette

Present, remote:

Mayor Mary D. Motiff,

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

**Approval of Minutes – City Council Meeting of February 7, 2022** - A motion was made by Novachek to approve the February 7, 2022 minutes of the City Council, second by Neimes. Motion carried unanimously.

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

**Public Comment** – None.

**Mayoral Announcements, Proclamations, Appointments-** The Mayor announced the upcoming referenda, its importance and urged people to get the word out, she also noted there is further information on the city website. Announced the new service Bart Door to Door Service, Bayfield County residents can get a ride to any place in Bayfield County for a reasonable price. There is a vacancy on the Park Board if anyone is interested stop at City Hall for an application.

**Presentation & Discussion on Room Tax Collections and Expenditures for 2021 – Room Tax Commission, Presenter** – Mary McGrath gave a brief overview of the Room Tax Commission structure and how the money is spent. Questions asked and answered.

**Discussion & Action on Contract for Private Redevelopment with The Brewing Badger LLC – Review of Financing** – Mayor Motiff gave a statement of her support for the project and asked the Council to carefully weigh their decision tonight. Badger addresses the Council, first showing some updated renderings of his planned project, he then reviewed what he has invested so far, including architectural, attorney fees, brand development and acquired the property adjacent to City property. He is currently reaching out to investors, working with Chippewa Valley Bank and the SBA. Matt Crowell with Chippewa Valley Bank present, he has been working with Badger, has reviewed business plan and have a conditional commitment from the SBA. Considering all his efforts, along with the potential benefits to the city and community combined with a lack of substantial risk to the city Badger ask the Council to consider moving forward with the conveyance of the property. To keep with the timeline set by the development agreement, he needs move forward by securing the building so he can get his investors to buy shares. Discussion occurred. Motion by Tulowitzky to approve the financing documentation provided and to convey the property to Badger, second by Anderson. Motion carried 7 to 0.

**Discussion & Action on Terrace Type Selection for Bayfield Street Project and Possible Reconsideration of Decorative Street Light Locations** – Motion by Neimes to use colored concrete in terrace are from 6<sup>th</sup> Avenue West to 2<sup>nd</sup> Avenue West, second by Novachek. Discussion on extending the colored concrete to 8<sup>th</sup> Avenue East. Neimes amends motion to extend the colored concrete from 8<sup>th</sup> Avenue West to 2<sup>nd</sup> Avenue West, Novachek accepts amendment. Motion carried 7 to 0.

**Discussion & Action on Recurring Special Event Request to Temporarily Close Central Avenue from Bayfield Street to the Alley on Wednesdays from 1:00PM until 7:00PM Starting June 8 until October 19 for the Washburn Farmers Market – Aaron Irmiter, Petitioner**

Moved by Novachek to approve the closing of Central Avenue North from Bayfield Street to alley on Wednesdays from 1:00pm to 7:00p, from June 8<sup>th</sup> until October 19<sup>th</sup> for the farmers market, second by Tulowitzky. Discussion. Approximately 6:45PM, Zoom was hacked and had to be shut down, at this time Mayor Mary Motiff left the meeting and Council President Novachek took over as chair Motion carried 7-0.

**Discussion & Action on Renewal of Agreement with Anich, Wickman & Lindsey for Municipal Attorney Services-** McGrath moves to approve two-year renewal agreement with Anich, Wickman & Linsey for Municipal Attorney Services, second by Neimes. Motion carried 7-0.

**Discussion & Action on Ordinance 2022-01 to Update the Regulation and Licensing of Dogs** – Lindsey explained ordinance change to allow a person to come before Council to request they be allowed to keep a dog that is currently not allowed if it's a therapy dog. Novachek moves to approve updated ordinance 2022-01 Regulation and Licensing of Dogs, 2<sup>nd</sup> by Tulowitzky. Motion carried 7-0.

**Discussion & Action on Ordinance 2022-02 to Update the ATV/Snowmobile Routes Within the City of Washburn** – Moved by Broberg to approve Ordinance 2022-02 updating the ATV/Snowmobile Routes within the City, second by Maziasz. Motion carried 7-0.

**Alcohol Licensing Matters - Authorization of Notice for Class “B” (Beer) and “Class B” (Liquor) licenses to Superior Shores Eats, Inc dba Patsy’s Bar & Grill; at 328 W. Bayfield Street, Robert Stadler** – Agent – Broberg moved to authorize city staff to issue public notification and to begin the administrative process, second by McGrath. Motion carried 7 -0.

**Discussion & Action on Consideration of Sale of Property (Portion of Lot 2 – Tax IDs 36422 and 32477) to James Ledin** – Moved by McGrath to approve the sale of a portion of Lot 2, seconded by Anderson. Broberg would like to see more discussion on this in closed session. Motion fails 4 to 3.

Motion by Broberg to go into closed session at 7:25PM second by Neimes. Motion pursuant to Wisconsin State Statute §19.85(1) (e), for deliberating or negotiating the purchasing of public property and for competitive reasons following which the Council may reconvene back into Open Session to take any action necessary on the closed session items, carried unanimously via roll call vote.

**Closed Session** – 7:25PM, closed session called to order by Novachek.

Roll Call Present: Karen Spears-Novachek, Laura Tulowitzky, Tom Neimes, Carl Broberg, Mary McGrath, Dave Anderson, Jennifer Maziasz

Municipal Personal Present: City Administrator Scott J. Kluver, Treasurer/Deputy Clerk Tammy L. DeMars, City Attorney Max Lindsey

Motion by Broberg to offer the 1.9 acres to Ledin for the purchase price of \$1,200.00 per acre, contingent on satisfactory understanding his maintenance plan for the property, second by Neimes. Motion carried 7 to 0.

Moved by Broberg to move into open session at 7:49PM, second by Neimes. Motion carried 7 to 0.

**Open Session** -7:50PM Council convenes in open session, all seven members of the Council, Administrator Kluver, Treasurer DeMars, City Attorney Lindsey present.

Motion made by Broberg to open floor, seconded by Neimes. Motion carried 7 to 0.

Mr. Ledin was asked to give a summary of what his operation and property maintenance would be. Ledin, explained this is a hobby, all the wood will be used, any slabs 6” would be used as siding, smaller slaps as firewood and he gives most of the sawdust away for mulch/compost. There will be no logging trucks, and it will be primarily used in the summer months. Eventually he may like to put a small building for storage. Lindsey suggested if the Council wanted to, and Mr. Ledin agreed there could be a clause in the sale contract that would give the city first right of refusal should Mr. Ledin decide to sell. Ledin had no problem with that if it wouldn't prevent him from passing it onto his children. Ledin was informed that in closed session the Council decided to make a counteroffer of \$1,200.00 per acre of the approximately 1.9-acre lot. Ledin accepted the counteroffer and the city first right of refusal clause, he will also pay for the survey.

Tulowitzky makes a motion to reconsider the motion on using colored cement on the terrace from 2<sup>nd</sup> Ave West to 8<sup>th</sup> Avenue West., 2<sup>nd</sup> by Maziasz. Motion carried 6 to 1 with Neimes opposed. Tulowitzky suggestion was to either extend the decorative lighting to 8<sup>th</sup> Avenue W along with the cement terrace or stop with the cement terrace on 6<sup>th</sup> Avenue. Motion by Tulowitzky to resend original motion and have the concrete terrace from 2<sup>nd</sup> Avenue W. to 6<sup>th</sup> Avenue W., second by McGrath. Motion failed 4 to 3 with Broberg, Maziasz, Neimes and Anderson opposed. Original motion stands.

**Adjourn** – Council President Novachek adjourned the meeting at 8:32PM.

Tammy L. DeMars  
City Treasurer/Deputy Clerk

**FINANCE COMMITTEE MEETING 4:30pm**  
Committee Member Karen Spears-Novachek, & Laura Tulowitzky.

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**From:** Darrell Pendergrass <dpendergrass@washburn.wislib.org>  
**Sent:** Monday, March 21, 2022 8:37 AM  
**To:** Scott Kluver  
**Subject:** April City Council Meeting  
**Attachments:** 2021-2022 Annual Report.pdf; 2021-2022 Annual Report Summary.docx

March 21st, 2022

Scott -

I'd like to be on the city council agenda for April to go over the library's annual report. I've attached the summary, and the actual document, to this email.

Also, you and I discussed earlier that the City Council would have to approve a 'No Bid' motion if the library was going to replace the elevator with one that's nearly the same, from the same supplier. The cost is \$41,000. The library board is asking for that motion.

Thank you,  
Darrell

Submitted by Darrell Pendergrass – director, Washburn Public Library

## 2021/2022 Annual Report Summary

The Department of Public Instruction (DPI) requires all public libraries in Wisconsin to file an Annual Report each February, which is an accounting of that year's revenues and expenditures, circulation and collection development. The interpretation of this document gives the report its value.

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After closing the building for over a year, due to COVID, the Washburn Public Library has been open to the public since March of 2021. Circulation has rebounded slightly, but not yet to levels before COVID. We believe circulation will continue to rise and use of the library itself will increase as the threat of the pandemic eventually subsides.

### Total physical checkouts from the Washburn Public Library

2021 – 19,964

2020 – 15,701	2019 – 36,834	2018 – 38,327
2017 – 40,487	2016 – 43,493	2015 – 44,336
2014 - 46,527	2013 – 50,110	2012 – 56,773
2011 – 55,310	2010 – 56,111	2009 – 55,293

As direct checkouts of materials increased slightly so did our online and electronic checkouts. **In 2021 the library had 4,363 e-book checkouts.** In 2020 the library had 4,046 e-book checkouts, up from 2019 when we had 3,115 e-book checkouts. **In 2021 the library had 3,832 e-audio checkouts.** In 2020 we had 3,309 e-audio checkouts, and in 2019 we had 2,546 e-audio checkouts.

Looking long term we can see circulation has been decreasing. Nearly every library in Wisconsin has seen a decrease in physical checkouts over this same time, the result of more on-line checkouts and usage. If we were to total all checkouts our circulation is 28,159. However, the State measures circulation by physical checkouts.

As the library's wireless internet (WI-FI) is on 24 hours a day and accessible from outside the building, its use is important to students and visitors who may need internet access at any time. In 2021 the Washburn Public Library had 13,482 individual uses of the public WI-FI, more than double the 6,349 uses in 2020.

Because the Washburn Public Library is a member of the Northern Waters Library Service it has the ability to access materials from outside the area, materials that patrons might otherwise not be able to get. In 2021 patrons in Washburn borrowed 5,464 items from other libraries.

### What else have we been doing?

During the summer of 2021 the 115-year-old brownstone Washburn Public Library building had a complete overhaul of its outside stonework. Innovative Masonry Restoration of Prior Lake, Minn.

completed the tuckpoint work ahead of schedule. Tuckpoint work is the removing and replacing of the mortar between the brownstone blocks that make up the building. In addition to tuckpointing we also had the front step pillars improved and overhauled, as well as stone replacement in several areas. Total cost for that work was \$183,000.

As that bid was significantly less than anticipated there are fundraising dollars remaining for the library. We anticipate replacing and improving the library elevator/lift this year (\$40,000) as well as completing other capital improvement projects. This effort is funded through monies from the Bremer Grant Foundation, the Bayfield County Building Strong Libraries grant program, the City of Washburn, the Washburn Community Education Foundation, and hundreds of private donations.

**In 2022 the Washburn Public Library received \$130,524.82 in City Funding. In 2021 the Washburn Public Library received \$129,096 in City Funding. In 2020 the Washburn Public Library received \$126,576 in City Funding. In 2019 the Washburn Public Library received \$124,844 in City Funding. In 2018 City Funding was \$115,597.**

Because the funding formula from DPI governs a library's ability to request reimbursement from County government, as usual we spent our budget down to zero dollars, this in turn generated a cost per checkout of \$9.08 in 2021, down from \$11.35 in 2020, which was up from \$4.79 an item in 2019, up from \$4.47 an item in 2018. This cost per checkout is not significantly higher nor out of line with other libraries in NWLS this year. An increase in cost per checkout does not cost the Washburn taxpayer additional money.

#### **History of Bayfield County funding for Washburn Public Library**

2022 - \$50,054 - 70% of request  
2021 - \$48,548 - 76.7% of request  
2020 - \$49,317 - 74.7% of request  
2019 - \$49,309 - 73.3% of request  
2018 - \$53,381 - 76.9% of request  
2017 - \$53,270 - 83.5% of request  
2016 - \$56,527 - 83.86% of request  
2015 - \$54,125 - 85.11% of request  
2014 - \$50,308 - 86.64% of request  
2013 - \$49,813 - 96% of request  
2012 - \$49,831 - 90% of request  
2011 - \$57,542 - 89% of request  
2010 - \$57,542 - 93% of request  
2009 - \$58,552 - 100% of request  
2008 - \$62,733 - 100% of request  
2007 - \$50,878 - 100% of request  
2006 - \$62,921 - 100% of request

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## 2023 budget projection

A library's Annual Report allows for an early educated guess as to the projected budget for the following year. Hard numbers won't come into focus until May or June, and the County doesn't finalize its budget until October.

Of the 2021 circulation 8,385 checkouts are Bayfield County's responsibility. Using the reimbursement formula, the Washburn Public Library can make a 2023 request of \$76,135 at 100-percent. However, Bayfield County could potentially reduce its funding to \$53,294.

**The best case scenario budget for 2023 is \$208,491** – if the City of Washburn maintains its current level of funding - \$130,524/City and \$76,135/County and \$1,832/Cross-County.

It is all but certain that Bayfield County will not fund at 100-percent.

**The best-guess for the 2023 budget is \$185,650** - \$130,524/City and \$53,294/County and \$1,832/Cross-County.

In 2005 when I came here the library budget was \$161,378.

In 2022 the library budget is \$182,622. An increase of \$21,244 over 17 years.

I have attached the more formal Annual Report document should you wish to peruse all the figures and dollar amounts related to the library.

Darrell Pendergrass  
Director  
Washburn Public Library





**INSTRUCTIONS:** Complete and return two (2) signed copies of the form and attachments to the library system headquarters. Confirm with the library system if submitting electronic copies is preferred.

Board-approved, signed annual reports for 2021 are due to the DPI Division for Libraries and Technology no later than March 1, 2021.

I. GENERAL INFORMATION					
1. Name of Library Washburn Public Library			2. Public Library System Northern Waters Library Service		
3a. Head Librarian First Name C. Darrell	3b. Head Librarian Last Name Pendergrass	4a. Certification Grade Grade 2	4b. Certification Type Regular	5. Certification Expiration Date 07/31/2023	
6a. Street Address 307 Washington Ave.	6b. Mailing Address or PO Box PO Box 248	7. City / Village / Town Washburn	8a. ZIP 54891	8b. ZIP4 0248	9. County Bayfield
10. Library Phone Number 7153736172	11. Fax Number (715)373-6186	12. Library E-mail Address of Director dpendergrass@washburn.wislib.org			
13. Library Website URL washburnlibrary.org		14. No. of Branches 0	15. No. of Bookmobiles Owned 0	16. No. of Other Public Service Outlets 0	
17. Does the library operate a books-by-mail program? No	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is the library such a joint library legally established under Wis. Stat. s. 43.53? No				
20. Square Footage of Public Library 4,845	21. Did the library or a branch move to a new facility or expand an existing facility during the fiscal year? No			22. DUNS Number <i>Nine digits</i> 159537216	

HOURS OF OPERATION			
	Standard Service with No Restrictions on Building Access	Limited Service	Staff Only (no interior service for the public)
19a. Winter Hours Open per Week	48	36	
19b. Number of Winter Weeks	20	3	
19c. Summer Hours Open per Week	48	36	
19d. Number of Summer Weeks	25	4	
19e. Total Weeks per Year	45	7	
19f. Total Hours per year for this location	2,160	252	

	<b>COVID-19</b>	
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Did the library provide the following services during the COVID-19 pandemic?

	Yes / No	Number of Interactions (if known)
1a. answering general information requests from the public (phone calls, emails, text messages, online forms, etc.)	Yes	
1b. providing reference service	Yes	
1bi. reference service provided via email	Yes	
1bii. reference service provided via chat	Yes	
1biii. reference service provided via text message	No	
1biv. reference service provided via telephone	Yes	
1bv. reference service provided via another method (e.g., online service or form)	Yes	
1bvi. describe "another method of reference service":		
1c. hosting virtual programming or recorded content	Yes	
1d. offering curbside pickup	Yes	
1e. offering drive-thru circulation of physical materials	No	
1f. offering vestibule/porch pickups	Yes	
1g. offering delivery of materials (mail or drop-off)	Yes	
1h. managing IT services for external Wi-Fi access	Yes	
1i. providing other types of online and electronic services	No	
1ii. describe "other services":		

**ELECTRONIC MATERIALS ADDED DUE TO COVID-19**

Did the library add or increase access to electronic collection materials due to the COVID-19 pandemic?

	Yes / No	Number Added (if known)
2a. increasing the concurrent or monthly borrowing limits for electronic materials purchased locally	No	
2b. increasing the concurrent or monthly borrowing limits for electronic materials purchased by the library system or consortia	No	
2c. increasing the number of electronic materials and holdings purchased locally	No	
2d. increasing the number of electronic materials and holdings purchased by the library system or consortia	No	
2e. augmenting the public's ability to use electronic materials in another way	No	
2f. describe "augmenting in another way":		

**PUBLIC SERVICES COVID-19**

Did the library add or increase access to electronic collection materials due to the COVID-19 pandemic?

	Yes / No
3. Electronic Library Cards Issued During COVID-19	Yes
4. External Wi-Fi Access Added During COVID-19	No
5. External Wi-Fi Access Increased During COVID-19	No
6. Staff Re-Assigned During COVID-19	No

**COVID-19 CLOSURES**

Initial date closed due to COVID-19	
First date reopened following initial COVID-19 closure	
Additional building closure and reopening dates, please describe	

<b>II. LIBRARY COLLECTION</b>		
	a. Number Owned / Leased	b. Number Added
1. Books in Print <i>Non-periodical printed publications</i>	21,874	1,067
2. Electronic Books <i>E-books</i>	169,622	
3. Audio Materials	2,391	102
4. Electronic Audio Materials <i>Downloadable</i>	65,670	
5. Video Materials	3,332	148
6. Electronic Video Materials <i>Downloadable</i>	575	
7. Other Materials Owned kits, telescopes, projectors, laptops, paper cutters	14	
8a. Electronic Collections <i>Locally owned or leased</i>	0	
8b. Electronic Collections <i>Purchased by library system or consortia</i>	4	
8c. Electronic Collections <i>Provided through BadgerLink</i>	63	
9. Total Electronic Collections <i>Local, regional, and state</i>	67	
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>	42	

III. LIBRARY SERVICES										
1. Circulation Transactions										
a. Total Circulation			b. Children's Materials			c. Circulation of Other Physical Items (subset of 1a.)				
19,964			7,581			10				
2. Interlibrary Loans (ILL)										
Method for Counting ILL Transactions										
Categorized ILL Transactions										
Mode of ILL Transaction (Only Total will display when Total ILL Transactions is listed as the Method for Counting ILL Transactions)										
					Items Loaned to Other Libraries Provided to			Items Borrowed from Other Libraries Received from		
Integrated Library System (ILS)					3,533			5,464		
WISCAT					130			171		
Other (includes OCLC, manual tracking, or other methods)										
Total					3,663			5,635		
3. Number of Registered Users										
a. Resident		b. Nonresident		c. Total		4. Reference Transactions		5. Library Visits		
1,247		860		2,107		a. Method		a. Method		
						b. Annual Count		b. Annual Count		
						Did Not Collect		Did Not Collect		
6. Uses of Public Internet Computers										
a. Number of Public Use Computers		b. Number of Public Use Computers with Internet Access			c. Method		d. Annual Count		7. Uses of Public Wireless Internet	
7		6			Actual Count		527		a. Method	
									b. Annual Count	
									Actual Count	
									13,482	
8. Website Visits										
9a. Local Electronic Collection Retrievals		9b. Other Electronic Collection Retrievals			9c. Statewide Electronic Collection Retrievals		9d. Total Electronic Collection Retrievals			
5,500		0			250		0			
10. Uses of Electronic Materials by Library Users										
a. E-Books		b. E-Audio		c. E-Video		d. Total Uses of Electronic Materials		e. Uses of Children's Electronic Materials		
4,363		3,832		13		8,208		588		

**LIBRARY PROGRAMS AND ATTENDANCE**

**11. Programs and Program Attendance Annual Count**  
**Method for Counting Number of Programs and Attendance**

**Total Program and Attendance Statistics**

	a. Children (0-11)	b. Young Adult (12-18)	c. Adult (19+)	d. General Interest (all ages)	e. Total
Number of Programs	0	0	1	0	1
Total Program Attendance			12		12
Describe the library's programs					

**In-person, Virtual, and Pre-recorded Program Statistics**

	In-Person Programs		Virtual Program Attendance		Total
	a. Children (0-11)	b. Young Adult (12-18)	c. Adult (19+)	d. General Interest (all ages)	
Number of Programs	0	0	0	0	0
Total Program Attendance					
Describe the library's in-person programs:					

**Live Views of Virtual Programs and Virtual Program Attendance Annual Count**

	a. Children (0-11)	b. Young Adult (12-18)	c. Adult (19+)	d. General Interest (all ages)	e. Total
Number of Live Virtual Programs	0	0	1	0	1
Total Live Virtual Program Attendance	-1	-1	12		12
Total Views of Live Programs Recorded for Asynchronous Viewing	-1	-1	-1		
Which platforms does the library use to host the library's live, virtual programs:	Zoom				
Describe the library's live, virtual programs:	Black History Month Program				

**Views of Pre-recorded Programs and Pre-recorded Program Attendance Annual Count**

	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total
Number of Pre-recorded Programs	25	-1	-1	25
Total Pre-recorded Program Views	-1	-1	-1	
Which platforms does the library use to host the library's pre-recorded programs:	Facebook			
Describe the library's pre-recorded programs:	Storytime Read-Alongs			

**IV. LIBRARY GOVERNANCE**

Library Board Members. List all members of the library board as of the date of this report. List the president first. Indicate vacancies.

First Name	Last Name	Street Address	City	ZIP+4	Email Address	
<b>PRESIDENT</b>						
1.	Diane	Posner	920 9th Avenue West	Washburn	54891	sdposner@charter.net
2.	Thomas	Cogger	28745 Maple Hill Road	Washburn	54891	thomasjcogger@gmail.com
3.	Laura	Tulowitzky	419 2nd Ave East	Washburn	54891	ltulowitzky@gmail.com
4.	Mary	Obrien-Cotherman	27 East Fifth	Washburn	54891	maryoandsteveo@gmail.com
5.	Elas	Brown	117 4th Street East	Washburn	54891	elsabrown511@gmail.com
6.	Margo	Smith	201 Faulkner Road	Washburn	54891	msmith@washburn.k12.wi.us
7.	Les	Alldritt	417 Fifth St. West	Washburn	54891	laldritt@northland.edu
8.						
9.						
10.						
11.						
12.						

Number of Library Board Members  
Include vacancies in this count

7

**V. LIBRARY OPERATING REVENUE**

*Report operating revenue only. Do not report capital receipts here.*

**1. Local Municipal Appropriations for Library Service *Only Joint libraries report more than one municipality here***

Municipality Type	Name	Amount
City	Washburn	\$129,096
<b>Subtotal 1</b>		<b>\$129,096</b>

**2. County**

**a. Home County Appropriation for Library Service**

Subtotal 2a \$48,548

**b. Other County Payments for Library Services**

County Name	Amount	County Name	Amount
Ashland	\$1,057		
Douglas	\$842		
Sawyer	\$171		
<b>Subtotal 2b</b>			<b>\$2,070</b>

**3. State Funds**

**a. Public Library System State Funds**

Description	Amount	Description	Amount
Collection Development Grant	\$1,140	WLA Scholarship	
WLA Membership	\$0	WAPL Scholarship	
<b>b. Funds Carried Forward from Previous Year</b>	<b>\$0</b>	<b>c. Other State Funded Program</b>	<b>0</b>
<b>Subtotal 3</b>			<b>\$1,140</b>

**4. Federal Funds *Name of program—for LSTA grant awards, grant number and project title***

Program or Project	Amount	
	\$0	
<b>Subtotal 4</b>		<b>\$0</b>

**5. Contract Income *From other governmental units, libraries, agencies, library systems, etc.***

Name	Amount	Name	Amount
Town of Washburn	\$500		
<b>Subtotal 5</b>			<b>\$500</b>

<b>6. Funds Carried Forward <i>Do not include state aid. Report state funds in 3b above.</i></b>	<b>7. All Other Operating Income</b>	<b>8. Total Operating Income <i>Add 1 through 7</i></b>	<b>9. What is the current year annual appropriation provided by governing body(ies) for the public library?</b>	<b>10. Was the library's municipality exempt from the county library tax for the report year? <i>Wis. Stat. s. 43.64(2)</i></b>
\$0	\$0	\$181,354	\$130,524	Yes



**VI. LIBRARY OPERATING EXPENDITURES**

Report operating expenditures from all sources. Do not report capital expenditures here.

1. Salaries and Wages <i>Include maintenance, security, plant operations</i>		2. Employee Benefits <i>Include maintenance, security, plant operations</i>		
\$93,115		\$20,966		
3. Library Collection Expenditures				
a. Print Materials	b. Electronic Materials	c. Audiovisual Materials	d. All Other Library Materials	e. Subtotal 3
\$15,119	\$757	\$2,203	\$3,263	\$21,342
4. Contracts for Services <i>Include contracts with other libraries, municipalities, and library systems here. Include service provider.</i>				
Provider		Amount	Provider	
Consortium Fees		\$7,407	BadgerNet	
Movie License		\$271		
Software Updates		\$268		
Delivery		\$600		
WisCat		\$100		
WiscNet		\$345		
			Subtotal 4	\$10,191
5. Other Operating Expenditures				\$35,740
6. Total Operating Expenditures <i>Add 1 through 5</i>				\$181,354
7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?				\$0

**VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT**

1. Capital Income and Expenditures by Source of Income. <i>Do not report any expenditures reported above. Provide a brief description of any expenditures.</i>				
Source	Brief Description of Expenditure	Revenue	Expenditure	
a. Federal		\$0	\$0	
b. State		\$0	\$0	
c. Municipal		\$0	\$0	
d. County		\$0	\$0	
e. Other	Private fundraising & Grants	\$185,000	\$185,000	
2. Debt Retirement	3. Rent Paid to Municipality/County	Total Revenue	Total Expenditure	
\$0	\$0	\$185,000	\$185,000	

**VIII. OTHER FUNDS HELD BY THE LIBRARY BOARD**

All funds under the library board's control must be reported. Report in this section any funds in the library board's control (except Trust Funds) that have not been reported in a previous section. *Wis. Stat. s. 43.58(6)(a)*

1. Total Amount of Other Funds at End of Year  
\$177,585

**IX. TRUST FUNDS**

1. Total Amount of Trust Funds Held by the Library Board at End of Year  
\$95,073

**X. STAFF**

1. Personnel Listing. Libraries with 15 or fewer employees may report all staff under 1a. Libraries with more than 15 employees, list head librarian, chief assistants, branch librarians, division heads, and other supervisory personnel in 1a. and all other positions in 1b.

a. Employees Holding the Title of Librarian. Indicate advanced degrees in Type of Staff.

Position	Type of Staff	Annual Salary	Hours Worked per Week	Position	Type of Staff	Annual Salary	Hours Worked per Week
Director / Head Librarian	No MLS	\$46,934	40.00				
library assistant	Other	\$19,431	24.00				
library assistant	Other	\$18,870	23.00				
library assistant	Other	\$6,726	8.00				

b. Other Paid Staff See instructions

Position	Type of Staff	Total Annual Wages	Hours Worked per Week	Position	Type of Staff	Total Annual Wages	Hours Worked per Week

2. Library Staff Full-Time Equivalents (FTEs). Divide the total hours worked per week for each category by 40 to determine full-time equivalents.

a. Persons Holding the Title of Librarian

b. All Other Paid Staff (FTE)  
Include maintenance, plant operations, and security

c. Total Library Staff (FTE)

Master's Degree from an ALA Accredited Program (FTE)	Other Persons Holding the Title of Librarian (FTE)	Subtotal 2a		
0.00	1.00	1.00	1.37	2.37

**XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS**

1. Of the total circulation reported for the library from Section III, item 1, what was the total circulation to nonresidents  
*See instructions for definition of nonresident*

10,292

Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.		a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in the Library's County		224	8,385	8,609
3. Circulation to Nonresidents Living in Another County in the Library System		1,061	346	1,407
4. Circulation to Nonresidents Living in an Adjacent County Not in the Library System		1	14	15
5. Circulation to All Other Wisconsin Residents 66		6. Circulation to Persons from Out of the State 195		
7. Are the answers to items 1 through 6 based on actual count or survey/sample?  Actual	8a. Does the library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)?  No	8b. If yes, does the library allow residents in adjacent systems to purchase library cards?		

9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library

Name of County	Circulation	Name of County	Circulation
a. Douglas	233	f.	
b. Ashland	104	g.	
c. Sawyer	4	h.	
d.		i.	
e.		j.	

**XII. TECHNOLOGY**

1. Does the library provide wireless Internet access?  Yes	2. Library type of Internet connection <i>Mark all that apply</i> <input checked="" type="checkbox"/> a. State TEACH line <input type="checkbox"/> b. Other broadband connection <i>Local cable, telco, community network, etc.</i>	3. Library use of Internet filtering software or service <input type="checkbox"/> a. Yes, on all Internet workstations <input type="checkbox"/> b. Yes, on some Internet workstations <input checked="" type="checkbox"/> c. No filtering on any Internet workstation
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**XIII. SELF-DIRECTED ACTIVITIES, STAFF SERVING YOUTH / ADULTS**

1. Self-directed Activities <i>Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.</i>	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total	
	Number of Self-directed Activities	0	0	0	0
	Total Self-directed Activity Participation	0	0	0	0

2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. *Only the primary person is displayed here.*

a. First Name	b. Last Name	c. Email Address
Deb	Terry	debterry@washburn.wislib.org

3. Name and email address of primary staff person who serves as the librarian for adults. *Only the primary person is displayed here.*

a. First Name	b. Last Name	c. Email Address
Christopher	Pendergrass	dpendergrass@washburn.wislib.org



**XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS**

We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in *Wis. Stats.* A check (X) or a mark in the checkbox indicates compliance with the requirement.

- The library is established under s. 43.52 (municipalities), s. 43.53 (joint libraries), or s. 43.57 (consolidated county libraries and county library services) of the Wisconsin Statutes [s. 43.15(4)(c)1].
- The library is free for the use of the inhabitants of the municipality by which it is established and maintained [s. 43.52(2), 73 Op. Atty. Gen. 86(1984), and OAG 30-89].
- The library's board membership complies with statutory requirements regarding appointment, length of term, number of members and composition. [s. 43.54 (municipal and joint libraries), s. 43.57(4) & (5) (consolidated and county library services), and s. 43.60(3) (library extension and interchange)].
- The library board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund [s. 43.58(1)].
- The library director is present in the library at least 10 hours a week while library is open to the public, less leave time [s. 43.15(4)(c)6]
- The library board supervises the administration of the library, appoints the librarian, who appoints such other assistants and employees as the library board deems necessary, and prescribes their duties and compensation [s. 43.58(4)].
- The library is authorized by the municipal governing board to participate in the public library system [s. 43.15(4)(c)3].
- The library has entered into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries, and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This shall not prohibit a municipal, county, or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program, or from providing remote access to a library's online resources only to its residents. [s. 43.15(4)(c)4].
- The library's head librarian holds the appropriate grade level of public librarian certification from the Department of Public Instruction [s. 43.15(4)(c)6 and Administrative Code Rules PI 6.03].
- The library annually is open to the public an average of at least 20 hours each week except that for a library in existence on June 3, 2006, annually is open to the public an average of at least 20 hours or the number of hours each week that the library was open to the public in 2005, whichever is fewer [s. 43.15(4)(c)7].
- The library annually spends at least \$2,500 on library materials. [s. 43.15(4)(c)8].

**XV. CERTIFICATION**

**I CERTIFY THAT,** to the best of my knowledge, the information provided in this annual report and any attachments are true and accurate and the library board has reviewed and approved this report.

President, Library Board of Trustees Signature <i>or designee</i> 	Name of President or Designee <i>Print or type</i> Diane Posner	Date Signed
Library Director / Head Librarian Signature 	Name of Director / Head Librarian <i>Print or type</i> C. Darrell Pendergrass	Date Signed

**STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS**

As required by Wis. Stat. s. 43.58(6)(c), the following statement that the library system either did or did not provide effective leadership and adequately meet the needs of the library must be completed and approved by the library board. The response should be made in the context of the public library system's statutory responsibilities and the funding which it has available to meet those responsibilities.

County
Bayfield

The Washburn Public Library Board of Trustees hereby states that in 2020 the Northern Waters Library Service  
Name of Public Library Name of Public Library System / Service

- did** provide effective leadership and adequately met the needs of the library.
- did not** provide effective leadership and **did not** adequately meet the needs of the library.

*Indicate with an X one of the above two statements.*


Explanation of library board's response. *Attach additional sheets if necessary.*

Note: With the approval of the library board of trustees, this statement may be submitted separately from the Annual Report form that is sent to the library system, as an e-mail attachment to [LibraryReport@dpi.wi.gov](mailto:LibraryReport@dpi.wi.gov).

**CERTIFICATION**

The preceding statement was approved by the Public Library Board of Trustees.

Division staff will compile the statements received for each library system and, as required by Wis. Stat. s. 43.05(14), conduct a review of a public library system if at least 30 percent of the libraries in participating municipalities that include at least 30 percent of the population of all participating municipalities report that the public library system did not adequately meet the needs of the library. This statement may be provided to the public library system.

President, Library Board of Trustees Signature <i>or designee</i>	Name of President or Designee <i>Print or type</i>	Date Signed
	Diane Posner	

**COMMENTS**

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, Administrator  
Re: Library Lift Request for No Bid/Expense Approval  
Date: March 25, 2022

In accordance with state law and ordinance, I am requesting that the Council authorize the Library Board to allow the expenditure of up to \$45,000 for the replacement of the lift in the Library without going out for bid.

Ordinarily, the City is required to bid for public construction contracts that exceed \$25,000. In this case, with a defined space and only a few specific vendors to choose from; the Library Board would like to work with the same manufacturer of the existing lift to upgrade the unit. Given the circumstances, this would be easier for all involved.

This issue has been reviewed by Attorney Lindsey, and you will find his legal opinion attached. The bidding process was designed to help the municipality, not the vendor. That being said, it is essentially our discretion in this case given the uniqueness of this project. The Library does not want to be in a position to upgrade the elevator shaft or make other modifications that may be necessary with a different vendor.

The money for this project would come out of the Library Activity designated fund that contains the dollars that have been fundraised for the library. Please let me know if you have any questions.



**From:** mlindsey@ncis.net  
**Sent:** Wednesday, February 9, 2022 11:06 AM  
**To:** washburnadmin@cityofwashburn.org  
**Subject:** RE: Bidding Question

Scott,

The bidding requirement for Cities only applies for contracts for "public construction." (WSA 62.15). There is no need to bid out a contract for the purchase of other equipment or goods. Within "public construction," the bidding requirement only applies to the "construction, execution, repair, remodeling or improvement of a public work or building or for the furnish of supplies or material of any kind." (WSA 66.0901(1)(c)). I haven't found any interpretation exactly on-point for whether the elevator would be "equipment" or whether its replacement would be deemed a repair of the building and fall within the definition of "public construction." I think it is reasonable to interpret the purchase of the elevator as the purchase of "equipment." Although the cost of the elevator likely includes a small amount for the service of installing it and removing the old elevator the main purpose of the contract is the actual purchase. In this type of mixed contract (purchase of equipment coupled with some costs for services), the main purpose of the contract is what determines whether it need to be bid. The Attorney General has previously issued opinions that the purchase of semi-permanent diesel engines for power supply, furniture for public buildings, and municipal vehicles were "equipment" not subject to public bidding. Further, the fact that cities are required to bid only for "public construction," and not necessarily for all "public contracts," give greater weight to the opinion that the City does not need to bid for this purchase. The "construction" portion of the contract is minimal, and that portion of the contract likely would not exceed \$25,000.

Lastly, even though I can't find exact guidance saying the purchase of the elevator falls within the definition of "equipment," the statutes make very clear that the purpose of the public bidding requirements is for the benefit of the City. So long as the City is not harmed by not submitting this for public bids and we have a reasonable interpretation if the statutes that would allow us to do so, the likelihood of any negative outcome from not bidding this out is very minimal.

This would have to be approved by Council pursuant to Ordinance § 3-1-15 since it is a purchase of over \$25,000.

Let me know if this is a sufficient opinion for you to move forward, or if you have any further questions for clarification.

Thanks,  
Max

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**From:** washburnadmin@cityofwashburn.org <washburnadmin@cityofwashburn.org>  
**Sent:** Tuesday, February 8, 2022 8:17 AM  
**To:** mlindsey@ncis.net  
**Subject:** Bidding Question

Max,

The Library is looking to replace its lift (elevator). The estimated cost of doing this is in the neighborhood of \$40,000. We are not looking to do any other significant renovations, they simply want a new lift within the space that we have.

As this is a very specific item in a very specific space, is this something that we would still need to go out to bid for?

Scott J. Kluver, Administrator

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, <sup>SK</sup>Administrator  
Re: Approval of Bid for Iron Works Sewer Relocation Project  
Date: April 1, 2022

This past Tuesday, bids were received for the Ironworks Sewer Relocation Project. Two bids were received, with Ritola Incorporated of Mason WI as the low bidder. While the City has not worked with Ritola in the past, I am satisfied with the references provided. You will find the details of all of this in the enclosed memo provided by our consulting engineer Mike Stoffel of Ayres Associates. Enclosed you will also find the detailed bid results, information on the qualifications, and a blank draft contract for your review.

Now for the complicated part. The total bid for the construction that was received was \$302,854.50. In adding in the grand total engineering and a 10 percent contingency brings a needed project budget for this project to \$371,554.50. Now, of this total project cost, \$281,318.45 (\$226,018.45 construction, \$22,600 contingency and \$32,700 engineering) is directly attributable to the original intention of relocating the sewer main so the Iron Works facility can be expanded. The only portion of that project that is not included in the price is the asphalt patching on 1<sup>st</sup> Avenue East and 3<sup>rd</sup> Ave East which would be done at a later date. That is estimated to be an additional \$17,200. The City's contribution to this project is \$194,000 (half of which is coming from Bayfield County). Washburn Iron Works would contribute 1/3 and anything over the grand total estimate of \$291,000. Worst case for Washburn Iron Works is that they would need to contribute an additional \$7,500 towards the asphalt based on these estimates. Best case is that if the majority of the contingency is not needed, there would be no additional cost to the Washburn Iron Works.

The remaining cost of \$90,236.05 (\$76,836.05 construction, \$7,700 contingency, and \$5,700 engineering) for the project is for the additional water looping, new services to two residences, and additional services and amenities in the athletic field area. Those amenities include water service for the athletic fields and a new water source to flood the ice rinks that will not include the need to open a hydrant. The cost of this portion of the project is significantly higher than what was stated at the February meeting, and I will take responsibility for that. Nonetheless, the City will need to determine how it will pay for this portion or remove this portion from the project. The options are as follows:

1. Reject the bids and rebid without the water loop portion. This is my least favorite option. It would delay the plans for the Iron Works and the costs of a re-bid have a significant chance of being higher. I recommend not doing this.
2. Negotiate with the contractor to remove the water loop portion of the project. This would be the preferred option over Option #1 if the overall cost of this additional work is too high to stomach for the benefit.
3. Cover the cost of the project by re-allocating the \$43,244 in the approved 2022 Water and Sewer Utility Budget for expanding and insulating the shed and allaying that to this project along with an allocation of \$20,000 from the Park Designated Fund for the improvements to the athletic field area. An allocation of \$26,992 from out ARPA (federal stimulus) dollars would also be necessary to make up the difference. Note that regardless of the option to fund this portion of the work, there would be an estimated \$6,500 to repair the asphalt in the ice rink (more if we wanted to consider a complete redo of it and make a basketball court of it too, but that is a later discussion). This would also come out of the Park Designated Fund.
4. Cover the cost of this project by allocating the remainder of our ARPA dollars for this project. We will have \$99,955.18 left after our contribution to the sewer main portion of the project, so this would use nearly all of these dollars with the needed asphalt patch.
5. Cover the cost of this project by a different proportion of Utility, Park, and ARPA dollars. If you went this route, I would recommend \$33,000 from the Utility budgets for the garage (this leaves \$10,000 for some improvements there), \$15,000 from the Park Designated Fund, and \$42,236 from the ARPA dollars. The Park Designated Fund would be responsible for the asphalt patch.

Of options 3, 4, or 5, I would recommend either option 4 or 5. I request that you accept the bid (depending upon the option selected above) and authorize the Mayor and staff to enter into a contract with Ritola Incorporated for this project.

I further recommend that the Council approve the amendment to the contract with Ayres for the Water Design and Permitting, Contact and Construction Administration, and the Construction Staking & Record Drawings (next agenda item). Please note that the cost of this agreement is \$10,600 lower than originally anticipated, even with the water addition, because much of the oversight of this relatively small project will be done in house.

As always, please let me know if you have any questions related to this matter.

## MEMORANDUM

To: Washburn City Council

From: Michael C. Stoffel, PE

Date: March 30, 2022

Project No.: 23-1849.00

Re: Ironworks Sewer Relocation

Bids for the Ironworks Sewer Relocation project were opened at 10:00am March 29th, 2022 at the Washburn City Hall. Two bids were received. The bids were submitted electronically through the QuestCDN bid site.

The engineer's estimate for the work was \$297,000 plus a contingency of \$29,700 for a total available construction fund of \$326,700.

Ritola provided the required 10% bid bond but A-1's bid bond was blank on the amount, there were no addendums, and there were no math errors in the bids.

The following table summarizes the bids received.

Bidder	Bid	Rank
Ritola, Inc.	\$302,854.50	1
A-1 Excavating, Inc.	\$360,277.00	2

The lowest bidder for is Ritola, Inc. from Mason, WI. The City of Washburn has not worked with this contractor in the past. A statement of bidder's qualifications was submitted. Subcontractors Identified: Great Lakes TV Seal, Inc for the televising, and Superior Fence & Excavating for the Fence repair.

The bidder's qualifications did not include any past projects that included sanitary sewer or water main experience. Kent Ritola indicated that they have done extensive water and sewer construction as part of their previous employment and that they are taking their father's company in an expanded direction since their father did not do water and sewer in the past. They provided additional follow-up qualifications for their previous employment with Tapani Inc in Washington state. I spoke with Todd Tapani and he indicated that Kent and his brother both worked for him, were excellent employees, and are very knowledgeable about water and sewer construction based on their experience with Tapani Inc. Todd indicated that they are both very conscientious and good to work with and would get the project done correctly. Kent provided a list of projects they did which does include extensive water and sewer experience.

State statutes require that if the project is awarded that it be awarded to the lowest, responsible bidder. The lowest is easy to quantify, responsibility is harder to quantify. Based on the discussion I had with their previous employer, it appears as though they possess the knowledge to do the project, they just haven't done a project such as this, as Ritola, Inc. Depending on how experienced they are, additional oversight on behalf of either the City or our staff may be required. Either way, the level of additional oversight will still be much less than the cost of going to the next bidder which is \$58,000 higher. If the council determines that Ritola is a qualified contractor, then they must award the project to them as the lowest, responsible bidder. If they feel they are not qualified, then they would either award the project to the next contractor which is A-1 who is very qualified, or reject all bids.



# BID TABULATION

PROJECT:			Ritola, Inc.				A-1 Excavating Inc.				
Ironworks Sewer Relocation Washburn, Wisconsin			61426 Storck Road Mason, WI 54856				PO Box 90 8237 State Hwy 64 Bloomer, WI 54724				
BID DEADLINE:											
March 29, 2022 10:00 a.m., Local Time											
DESCRIPTION		UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>Water Main</b>											
1	1	Remove and Reinstall Hydrant and Valve	Each	1	\$2,484.00	\$2,484.00	\$1,050.00	\$1,050.00			
2	2	Adjust Existing Valve Box	Each	2	\$205.25	\$410.50	\$250.00	\$500.00			
3	3	6" Water Main PVC	L.F.	540	\$52.25	\$28,215.00	\$106.00	\$57,240.00			
4	4	8" Water Main PVC	L.F.	70	\$82.00	\$5,740.00	\$122.00	\$8,540.00			
5	5	6" Valve and Box	Each	2	\$2,175.50	\$4,351.00	\$2,125.00	\$4,250.00			
6	6	8" Valve and Box	Each	1	\$3,002.50	\$3,002.50	\$2,700.00	\$2,700.00			
7	7	Tracer Wire Hydrant Box	Each	1	\$140.25	\$140.25	\$80.00	\$80.00			
8	8	Connect to Existing Water Main	Each	2	\$2,321.25	\$4,642.50	\$2,800.00	\$5,200.00			
9	9	1" Water Service PE	L.F.	150	\$33.75	\$5,062.50	\$46.00	\$6,900.00			
10	10	2" Water Service PE	L.F.	50	\$47.25	\$2,362.50	\$51.00	\$2,550.00			
11	11	1" Corp Stop, Curb Stop, and Box	Each	7	\$710.50	\$4,973.50	\$910.00	\$6,370.00			
12	12	2" Corp Stop, Curb Stop, and Box	Each	1	\$1,470.25	\$1,470.25	\$1,775.00	\$1,775.00			
<b>Subtotal - Water Main</b>						<b>\$62,854.50</b>		<b>\$97,155.00</b>			
<b>Sanitary Sewer</b>											
13	13	Abandon Existing Sanitary Sewer	Each	1	\$2,635.25	\$2,635.25	\$4,500.00	\$4,500.00			
14	14	Adjust Existing Casting	Each	3	\$259.25	\$777.75	\$300.00	\$900.00			
15	15	Washed Stone	C.Y.	570	\$55.25	\$31,492.50	\$44.00	\$25,080.00			
16	16	8" Sanitary Sewer PVC	L.F.	10	\$81.50	\$815.00	\$64.00	\$640.00			
17	17	15" Sanitary Sewer PVC	L.F.	1290	\$72.75	\$93,847.50	\$99.00	\$127,710.00			
18	18	Connect to Existing Sanitary Sewer	Each	2	\$1,196.00	\$2,392.00	\$2,700.00	\$5,400.00			
19	19	Sanitary Manhole 4 Ft	V.F.	24	\$553.25	\$13,278.00	\$515.00	\$12,360.00			
20	20	Casting Type J-S	Each	3	\$766.75	\$2,300.25	\$860.00	\$2,580.00			
21	21	15"x6" Wye	Each	5	\$771.25	\$3,856.25	\$800.00	\$4,000.00			
22	22	6" Sanitary Lateral PVC	L.F.	200	\$44.75	\$8,950.00	\$52.00	\$10,400.00			
23	23	Tracer Wire Access Box	Each	5	\$146.00	\$730.00	\$80.00	\$400.00			
24	24	Sanitary Sewer By Pass Pumping	L.S.	1	\$15,757.75	\$15,757.75	\$12,050.00	\$12,050.00			
25	25	Sanitary Sewer Televising	L.F.	1290	\$4.25	\$5,482.50	\$2.00	\$2,580.00			
<b>Subtotal - Sanitary Sewer</b>						<b>\$182,314.75</b>		<b>\$208,600.00</b>			
<b>Street Construction</b>											
26	26	Silt Fence	L.F.	780	\$2.25	\$1,755.00	\$1.90	\$1,482.00			
27	27	Inlet Protection	Each	4	\$183.50	\$734.00	\$100.00	\$400.00			
28	28	Trackout Control	L.S.	1	\$1,614.50	\$1,614.50	\$100.00	\$100.00			
29	29	Remove Existing Asphalt	S.Y.	1090	\$3.00	\$3,270.00	\$6.00	\$6,540.00			
30	30	Clearing and Grubbing	L.S.	1	\$9,914.50	\$9,914.50	\$3,000.00	\$3,000.00			
31	31	Pavement Saw Cutting	L.F.	430	\$3.75	\$1,612.50	\$4.00	\$1,720.00			
32	32	Roadway Earthwork	C.Y.	350	\$17.25	\$6,037.50	\$25.00	\$8,750.00			
33	33	Base Course	C.Y.	710	\$38.00	\$26,980.00	\$43.00	\$30,530.00			
34	34	Turf Replacement	L.S.	1	\$5,767.25	\$5,767.25	\$2,000.00	\$2,000.00			
<b>Subtotal - Street Construction</b>						<b>\$57,685.25</b>		<b>\$54,522.00</b>			
<b>Total Base Bid Amount (Line Items 1 thru 34)</b>						<b>\$302,854.50</b>		<b>\$360,277.00</b>			
<b>Bid Security/Type</b>						<b>10% Bid Bond</b>		<b>Bid Bond - % Not Included</b>			
<b>Apparent Low Bid</b>						<b>***</b>					



**PUBLIC WORKS IMPROVEMENT  
OPINION OF PROBABLE CONSTRUCTION COST**

**Iron Works Sewer Relocate & Water**  
**City of Washburn**  
Estimator: MCS

38 Ft. Wide  
600 Ft. Long

Date: July 20, 2021

Total Estimate: \$376,000.00

DESCRIPTION	UNITS	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
<b><u>WATERMAIN</u></b>				
6" Water Main C900	L.F.	25	\$45.00	\$1,125.00
8" Water Main C900	L.F.	740	\$55.00	\$40,700.00
6" Valve and Box	Each	1	\$1,600.00	\$1,600.00
8" Valve and Box	Each	2	\$2,000.00	\$4,000.00
Hydrant	Each	1	\$4,000.00	\$4,000.00
Connect to Existing Water	Each	1	\$1,000.00	\$1,000.00
1" Water Service	L.F.	66	\$32.00	\$2,112.00
1" Corp Stop, Curb Stop, and Box	Each	2	\$650.00	\$1,300.00
Contingency				\$5,600.00
Engineering				\$9,200.00
<b>TOTAL ESTIMATED WATERMAIN COST</b>				<b>\$70,600.00</b>

<b><u>SANITARY SEWER</u></b>				
15" Sanitary Sewer PVC	L.F.	1300	\$65.00	\$84,500.00
Connect to Existing Sanitary	Each	2	\$1,000.00	\$2,000.00
Manhole 4 Ft	V.F.	50	\$350.00	\$17,500.00
Casting Type J-S	Each	5	\$750.00	\$3,750.00
6" Wye	Each	7	\$400.00	\$2,800.00
Tracer Wire Access Box	Each	9	\$150.00	\$1,350.00
6" Sanitary Lateral PVC	L.F.	175	\$40.00	\$7,000.00
Sewer Televising	L.F.	1300	\$1.50	\$1,950.00
Bypass Pumping	L.S.	1	\$2,000.00	\$2,000.00
Abandon Existing Sanitary	L.S.	1	\$2,000.00	\$2,000.00
Contingency				\$12,800.00
Engineering				\$21,000.00
<b>TOTAL ESTIMATED SANITARY SEWER COST</b>				<b>\$161,300.00</b>

<b><u>STORM SEWER</u></b>				
12" PE Storm Sewer	L.F.	50	\$35.00	\$1,750.00
15" PE Storm Sewer	L.F.	30	\$40.00	\$1,200.00
15" Apron Endwall and Riprap	Each	1	\$1,000.00	\$1,000.00
Inlet Protection	Each	2	\$100.00	\$200.00
Storm Inlet Casting	Each	2	\$650.00	\$1,300.00
2'x3' Storm Inlet	V.F.	8	\$350.00	\$2,800.00
Contingency				\$800.00
Engineering				\$1,400.00
<b>TOTAL ESTIMATED STORM SEWER COST</b>				<b>\$10,500.00</b>



**PUBLIC WORKS IMPROVEMENT  
OPINION OF PROBABLE CONSTRUCTION COST**

**Iron Works Sewer Relocate & Water  
City of Washburn**

Date: July 20, 2021

Estimator: MCS

38 Ft. Wide  
600 Ft. Long

Total Estimate: \$376,000.00

DESCRIPTION	UNITS	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
<b><u>STREET CONSTRUCTION</u></b>				
Roadway Earthwork	C.Y.	1600	\$10.00	\$16,000.00
Salvage Existing Pavement	S.Y.	900	\$2.00	\$1,800.00
Geotextile Fabric	S.Y.	2200	\$2.00	\$4,400.00
Breaker Run	C.Y.	750	\$25.00	\$18,750.00
Base Course	C.Y.	750	\$25.00	\$18,750.00
3" Asphaltic Concrete Paving	S.Y.	900	\$18.00	\$16,200.00
30" Concrete Curb and Gutter	L.F.	400	\$14.00	\$5,600.00
Concrete Driveway Paving	S.F.	400	\$6.50	\$2,600.00
Restoration	S.Y.	5600	\$3.00	\$16,800.00
Clearing and Grubbing	STA	5	\$300.00	\$1,500.00
Erosion Control	L.S.	1	\$2,500.00	\$2,500.00
Pavement Saw Cutting	L.F.	120	\$4.00	\$480.00
Contingency				\$10,500.00
Engineering				\$17,400.00
<b>TOTAL ESTIMATED STREET CONSTRUCTION</b>				<b>\$133,300.00</b>
Construction Subtotal			\$	297,000.00
10% Contingency Subtotal				\$29,700.00
Design and Construction Engineering Subtotal				\$49,000.00
<b>***PROJECT TOTAL ***</b>			<b>\$</b>	<b>376,000.00</b>



**STATEMENT OF BIDDER'S QUALIFICATIONS**

To: City of Washburn Project: Ironworks Sewer Relocation  
Date: 3/29/2022 Washburn, WI

The following experience record, as of date shown, shall be submitted to the Owner with the bid. All questions shall be answered fully. The contents of this form will be considered confidential to the extent allowed by applicable laws and regulations.

Name of Bidder: Ritola Inc.

Business Address: 61426 Storck Road  
Mason Street WI 54856  
City State Zip Code

1. Number of years in business as a Contractor under the present:  
Business Name Ritola Inc.  
As Principal Contractor 31 As a Sub-Contractor 31
2. Class of work you are equipped to perform: General Contracting on any project
3. Class of work you usually sublet: Paving, Additional Trucking, Some Concrete
4. Have any members of your concern ever operated under any other business name? Yes  
If so, give details: Prior to 1999, the business operated under the name Ritola Logging
5. Have you ever failed to qualify as a responsible bidder? No  
If so, give details: \_\_\_\_\_
6. Have you ever refused to enter into a contract after the award is made to you? No  
If so, give details: \_\_\_\_\_
7. Have you ever failed to complete any work? No  
If so, give details: \_\_\_\_\_
8. Has any surety or financial institution ever experienced loss on your concern? No  
If so, give details: \_\_\_\_\_

9. Give name, address, and telephone number of Owner; type of work; and the contract amount of at least three similar projects completed in the last three years:

<u>Owner Name, Address, Telephone No.</u>	<u>Type of Work</u>	<u>Contract Amount</u>
City of Ashland, 2020 6th St E, Ashland, WI 54806 (715) 682-7061	Lead Service Lateral Replacements	\$ 263,291.97
Bayfield County, P.O. Box 878, Washburn, WI 54891 (715) 373-6100	New Street Construction	\$ \$348,346.61
		\$ _____

10. Give name, address, and telephone number of Owner; type of work; and the contract amount of all projects now in process of construction:

<u>Owner Name, Address, Telephone No.</u>	<u>Type of Work</u>	<u>Contract Amount</u>
Keller Inc. P.O. Box 620 Kaukauna, WI 54130-0620 (715) 849-3141	Site Preparation & Parking Lot Construction	\$ 82,119.90
USDA Forest Service, 500 Hanson Lake Rd, Rhinelander, WI 54501 (814) 728-6242	Culvert Replacement	\$ 149,999.58
Mike Drov Dahl 22308 NE 1st Court, Ridgefield, WA 98642 (360) 518-1378	Driveway Construction & Shoreline Rip Rap	\$ 24,936.00
Cedar Brook Construction 39810 Jensen Rd, Marengo, WI 54855 (715) 278-3400	Cabin Demolition/Excavation	\$ 18,494.00
City of Ashland, 2020 6th St E, Ashland, WI 54806 (715) 682-7061	Lead Service Lateral Replacements	\$ 199,945.50

11. Indicate your experience in the construction of work similar to this project (if not demonstrated by Questions 9 and 10, above):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Give construction experience of principal individuals of your organization:

<u>Name</u>	<u>Position</u>	<u>Years of Experience</u>	<u>Size and Type of Work</u>
Nels Ritola	President	33	Excavating/Earthwork Owner
Kent Ritola	Estimating/ PM/ Operator	15	Excavating/Earthwork
Randy Ritola	PM/ Operator	18	Excavating/Earthwork
_____	_____	_____	_____
_____	_____	_____	_____

13. Attach a list of your major equipment pertinent to this project.

14. Are there any judgments, suits, or claims pending against you? No

If so, give details: \_\_\_\_\_

\_\_\_\_\_



The undersigned hereby declares and certifies that the foregoing is a true statement of the experience and condition of the organization, therein first given and that any agency or individual herein named authorized to supply any information as may be deemed necessary to verify this statement.

Bidder's Signature Nels C. Ritola

**NOTARY CERTIFICATE**

I hereby certify that Nels C. Ritola (name and title)

appeared before me on 3/29/2022 (date)

Kaia E. Uskoski (Notary signature)

Kaia E. Uskoski (Notary printed name)

My Commission expires 8/8/2025 (date)





## **EQUIPMENT LIST**

D5C CAT Dozer

D4H CAT Dozer

D5M CAT Dozer

D6T CAT Dozer

120G CAT Grader

140M CAT Grader

306 Mini CAT Excavator

312E CAT Excavator

320E CAT Excavator

336E CAT Excavator

613 CAT Scraper

I-950 Ashland Scraper

LS 170 New Holland Skidsteer

T770 Bobcat Skidsteer

Stone Smooth Drum Roller

CS44 CAT Roller

1989 Freightliner Dump Truck

2005 Kenworth Dump Truck

2003 Kenworth Lowboy

## Stoffel, Michael

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**From:** Kent ritolainc.com <kent@ritolainc.com>  
**Sent:** Tuesday, March 29, 2022 3:54 PM  
**To:** Stoffel, Michael  
**Subject:** Past work history projects performed at Tapani Inc.

Mike

I have attached a couple projects that I had ran crews on performing public water and sewer line installations for Tapani Inc.

Contact References

Tod Tapani 360-907-8627

Lance Tapani 360-907-8666

Jerome Sarkkinen 360-907-7615

Collin Drov Dahl 715-209-2415

Please let me know with any questions on anything.

MARCH 2014 – SEPTEMBER 2014

FIELDSTONE ESTATES 80 LOT SUBDIVISION AND PUMP STATION, PRIVATE DEVELOPER

\$2,800,000

Decommission and Demolition of working dairy farm. Complete construction of 80+ lot subdivision including all excavation, grading, water, sewer, storm mains, ponds and new regional sanitary sewer pump station, curb and gutter and asphalt.

NOVEMBER 2013 – APRIL 2014

32ND ST/FAIRMOUNT AVE WATER MAIN INSTALLATION, CITY OF VANCOUVER, WA

\$1,750,000

Installation of 18,300 linear feet of new 4"-8" water main and 330 water services to residences

JULY 2013 – NOVEMBER 2013

ASHLEY RIDGE PHASE 1 38 LOT SUBDIVISION, PACIFIC LIFESTYLE HOMES

\$1,500,000

Complete construction of 38+ lot subdivision including all excavation, grading, water, sewer, storm mains, ponds, curb and gutter and asphalt.

NOVEMBER 2012 – JULY 2013

PACIFIC COAST SHREDDING – SHREDDER RECONFIGURATION, METRO METALS NW, INC

\$2,500,000

Demolition of portion of shredder pad, existing railroad track. Hazardous waste haul off. Construction of 30" thick concrete pad for shredder pad. Installation of new rail, storm main and drains, industrial entrance and approach and fencing.

Thanks

Kent Ritola



***Ritola Inc.***

***61426 Storck Road, Mason, WI 54856***

***Office: 715-278-3824 Fax: 715-278-3854***

***ritolainc.com***

**Cell 715-413-1156**

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

## ARTICLE 3—ENGINEER

3.01 The Owner has retained \_\_\_\_\_ (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before \_\_\_\_\_, \_\_\_\_\_ and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before \_\_\_\_\_.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within \_\_\_\_\_ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and



completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within \_\_\_\_\_ days after the date when the Contract Times commence to run.

#### 4.03 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1:
  2. Milestone 2:

#### 4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestone 1:* Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. *Milestone 2:* Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 2, until Milestone 2 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  5. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of:

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). **The extended prices are as indicated in Contractor's Bid, attached hereto as an exhibit. The estimated total of all extended prices for Unit Price Work is:**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment ~~on or about the \_\_\_\_\_ day of~~ **once** each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- c. At 50 percent completion, no additional amounts will be retained unless Engineer certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the ~~Work completed~~ **Contract Price (with the balance being retainage)**, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less        percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, ~~or return or release retainage at Substantial Completion or any other time,~~ unless Contractor submits written consent of the surety to such payment, ~~return, or release.~~
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of 12 percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. General Conditions, **which are bound separately in Project Manual.**
  3. Supplementary Conditions, **which are bound separately in Project Manual.**
  4. Specifications as listed in the Project Manual Table of Contents **and bound separately.**
  5. Drawings as listed on the Drawing Sheet Index **and bound separately.**
  6. Addenda (numbers        to       , inclusive), **which are bound separately.**
  7. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractor's Bid, marked Exhibit       .**
    - b. **Project Manual Table of Contents, marked Exhibit       .**
    - c. **Drawing Sheet Index, marked Exhibit       .**
    - d. **Performance Bond (together with power of attorney), marked Exhibit       .**
    - e. **Payment Bond (together with power of attorney), marked Exhibit       .**

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective as of the date first written on Page 1 of the Agreement (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.:

\_\_\_\_\_  
*(where applicable)*

State:

\_\_\_\_\_

Water line portion

Washburn Ironworks Sewer Relocation

Description	Unit	Rounded Qty	Water Related	Bid Price	Amount
<b>Water Main</b>					
Remove and Reinstall Hydrant and Valve	Each	1	1	\$ 2,484.00	\$ 2,484.00
Adjust Existing Valve Box	Each	2	1	\$ 205.25	\$ 205.25
6" Water Main PVC	L.F.	540	540	\$ 52.25	\$ 28,215.00
8" Water Main PVC	L.F.	70	70	\$ 82.00	\$ 5,740.00
6" Valve and Box	Each	2	2	\$ 2,175.50	\$ 4,351.00
8" Valve and Box	Each	1	1	\$ 3,002.50	\$ 3,002.50
Tracer Wire Hydrant Box	Each	1	1	\$ 140.25	\$ 140.25
Connect to Existing Water Main	Each	2	2	\$ 2,321.25	\$ 4,642.50
1" Water Service PE	L.F.	150	105	\$ 33.75	\$ 3,543.75
2" Water Service PE	L.F.	50	50	\$ 47.25	\$ 2,362.50
1" Corp Stop, Curb Stop, and Box	Each	7	6	\$ 710.50	\$ 4,263.00
2" Corp Stop, Curb Stop, and Box	Each	1	1	\$ 1,470.25	\$ 1,470.25
				Subtotal	\$ 60,420.00
<b>Street Construction</b>					
Silt Fence	L.F.	780	274	\$ 2.25	\$ 616.50
Inlet Protection	Each	4	0	\$ 183.50	\$ -
Trackout Control	L.S.	1	0	\$ 1,614.50	\$ -
Remove Existing Asphalt	S.Y.	1090	359	\$ 3.00	\$ 1,077.00
Clearing and Grubbing	L.S.	1		\$ 9,914.50	\$ -
Pavement Saw Cutting	L.F.	430	204	\$ 3.75	\$ 765.00
Roadway Earthwork	C.Y.	350	215.8148	\$ 17.25	\$ 3,722.81
Base Course	C.Y.	710	216.7037	\$ 38.00	\$ 8,234.74
Turf Replacement	L.S.	1	0	5767.25	\$ -
				Subtotal	\$ 14,416.05
				<b>Total</b>	<b>\$ 74,836.05</b>



# AMENDMENT #1 TO AGREEMENT

Amendment dated March 30, 2022

The Agreement for Professional Services for the Ironworks Sewer Relocation project made as of May 4, 2021 between the City of Washburn (OWNER) and Ayres Associates Inc, (CONSULTANT) is hereby amended as set forth below.

**Attachment A – Scope of Services** is hereby amended to include the following bulleted items under **Basic Services**;

- Design approximately 750 feet of watermain to connect the dead end at the warming house to the intersection of 3<sup>rd</sup> and Omaha.
- Prepare and submit a DNR Water Main Extension Permit.
- Perform Contract and Construction administration services consisting of product submittal reviews, planning and holding a preconstruction meeting, pay request processing and reviews, drawing and specification interpretations/clarifications for the City's inspector and the contractor, final walkthrough and punch list preparation, and contract closeout documentation and reviews.
- Perform one time construction staking for the water main, sanitary sewer and roadway elements of the work. Any restaking required due to contractor not protecting the staking will be additional work and deducted from payments due the contractor.
- Perform a record drawing survey and prepare a final record drawing for City's records. This survey will also serve to document the final quantities for the project due and payable to the contractor.

**Attachment A – Scope of Services** is hereby amended to strike the following service under **Additional Services**;


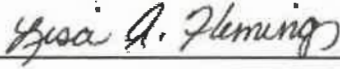
- Contract Administration Services
- Construction Staking
- Construction Administration.

**Attachment C – Compensation and Payments** is hereby amended to include the following;

f.	Water Design and Permitting	\$4,500.00
g.	Contract and Construction Administration	\$9,400.00
h.	Construction Staking & Record Drawings	\$5,400.00

Total 19,300  
(water line \$5,700)

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Washburn</u> OWNER		<u>Ayres Associates Inc</u> CONSULTANT
	(Signature)	
<u>Mary D. Motiff</u>	(Typed Name)	<u>Michael C. Stoffel, PE</u>
<u>Mayor</u>	(Title)	<u>Senior Project Manager</u>
	(Date)	<u>March 30, 2022</u>
	(Attest)	
<u>Scott J. Kluver</u>	(Typed Name)	<u>Lisa A. Fleming, PE</u>
<u>Administrator/Clerk</u>	(Title)	<u>Manager – Municipal Services</u>

*Previously Approved*

## INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated May 4, 2021, which is an attachment to the Master Agreement dated March 26, 2021 between the City of Washburn (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: Washburn Iron Works Sewer Relocation

### ATTACHMENT A - SCOPE OF SERVICES

The Project consists of the relocation of the sanitary sewer behind Washburn Iron Works, Inc. from the intersection of S 3<sup>rd</sup> Ave and E Omaha St to the intersection of S 1<sup>st</sup> Ave E and E Omaha St. This relocation is being done to allow the expansion of Washburn Iron Works toward E Memorial Park Drive.

#### Basic Services

CONSULTANT will perform the following tasks to associated with the project:

- Collect additional topographic survey information of existing underground and surface improvements in order to prepare a biddable/permittable set of plans. We will also incorporate the existing survey info from Nelson Surveying which was performed for others during previous investigations.
- Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
- Review the preliminary design documents in person with OWNER.
- Incorporate preliminary comments into the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the format of the Construction Specifications Institute).
- Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. This will include the DNR Stormwater NOI permit and the DNR Sanitary Sewer Extension permit.
- Assist OWNER in advertising for and obtaining bids for construction; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents.
- Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- Attend the virtual bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction.

#### Additional Services

The following services are not included in the above Basic Services at this time but may be added by addendum should the project move forward or necessitate:

- Grant Application or Administration Services
- Wetland Delineation
- Geotechnical Investigations
- Contract Administration Services
- Construction Staking
- Construction Administration and Observation

### ATTACHMENT B - PERIOD OF SERVICES

After return of this signed agreement by OWNER, CONSULTANT shall proceed with the performance of the services and within 45 days deliver Preliminary Design documents for review. Pending the timing of overall funding and desired construction dates by OWNER, the final design and bidding schedule will be performed accordingly.

## ATTACHMENT C - COMPENSATION AND PAYMENTS

An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times hourly rate effective at the time the services are performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

The total compensation for services is estimated to be \$19,100.00 based on the following assumed distribution of compensation:

a. Supplemental Topographic Survey	\$2,000.00
b. Preliminary Design	\$8,900.00
c. Final Design	\$4,200.00
d. Bidding & Award	\$2,100.00
e. Permitting	\$1,900.00

CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

<u>City of Washburn</u>		<u>Ayres Associates Inc</u>
<u>OWNER</u>		<u>CONSULTANT</u>
<u>Mary D Motiff</u>	(Signature)	<u>Michael Stoffel</u>
<u>Mary D. Motiff</u>	(Typed Name)	<u>Michael C. Stoffel, PE</u>
<u>Mayor</u>	(Title)	<u>Senior Project Manager</u>
<u>October 25, 2021</u>	(Date)	<u>May 4, 2021</u>
<u>Scott J. Kluver</u>	(Attest)	<u>Lisa A. Fleming</u>
<u>Scott J. Kluver</u>	(Typed Name)	<u>Lisa A. Fleming, PE</u>
<u>Administrator/Clerk</u>	(Title)	<u>Manager – Municipal Services</u>

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



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

To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator *SK*

Re: Road Gravel Bid

Date: March 24, 2022

At the April 11<sup>th</sup> meeting, the Council will be asked to approve the lowest responsible bidder for road gravel. This road gravel is for the approved budget expense for alley improvements throughout the City. This is a very simple bid process, but the results of the bid will not be available until the afternoon of April 7<sup>th</sup>. As soon as the information is available, the Council will be informed. Please let me know if you have any questions.

## ADVERTISEMENT FOR BIDS

### Road Gravel Bid City of Washburn, Wisconsin

Notice is hereby given that sealed bids will be received by the City of Washburn until **2:00 PM, Thursday, April 7, 2022**, according to the clock on the wall at the Washburn City Hall for **3500 tons of ¾ inch Road Base bed material from a hard rock quarry**. Bids will be received at the City of Washburn, 119 Washington Ave., Washburn, WI 54891, and publicly opened and read aloud at the time stated above.

Bids shall be on the forms provided for that purpose by the City of Washburn, 119 Washington Avenue, Washburn, Wisconsin 54891, and (715) 373-6160, dated March 18, 2022.

Bid forms may be obtained at the Washburn City Hall or by e-mailing [washburnadmin@cityofwashburn.org](mailto:washburnadmin@cityofwashburn.org).

The City of Washburn reserves the right to reject any and all bids or to accept any bid deemed for the best interests of the City, and waive any formalities in bidding.

Respectfully Submitted,  
Scott J. Kluver, Administrator

Publ: Ashland Daily Press – Box Ad – March 22 and March 29, 2022

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, <sup>SK</sup>Administrator  
Re: Reconsideration of Terrace Type Selection for Bayfield Street Project  
Date: March 25, 2022

After the last meeting, it came to light that it would cost an estimated additional \$17,300 to have a decorative "stamp" on the colored concrete terrace along Bayfield Street in the first phase of the project. In addition, there were concerns about how there could be color variations in the future if and when a section of the concrete needed to be repaired or replaced, the additional cost to do that. Furthermore, there have been concerns as to how the decorative section of concrete, especially if it is stamped with a brick or some other pattern, could be more easily damaged during snow removal operations by the City or adjacent property owners.

With these concerns, I did have a request to place this back on the agenda for reconsideration. *(Note: All council members voted in the affirmative for the original motion; when the topic was reconsidered at the last meeting for different reasons, the proposed amendment to the original motion failed.)*

Please let me know if you have any questions on this topic.



**From:** Bowker, Jessica L - DOT <Jessica.Bowker@dot.wi.gov>  
**Sent:** Monday, March 21, 2022 10:45 AM  
**To:** washburnadmin@cityofwashburn.org  
**Cc:** Mary Motiff; Rongstad, Tyler J - DOT; 'Michael C. Stoffel'; 'Brian Lambert'; dpw@cityofwashburn.org; Starren, Jarrod  
**Subject:** RE: Terrace Decision  
**Attachments:** Terrace Quantity up to 8th.pdf

All-  
Attached is the breakdown for the colored and stamped concrete terraces cost. Please note that the colored and stamped items are separate items and adding the stamped concrete will add roughly \$17,300 to the total cost. I would suggest to add a small contingency in this estimate just to be on the safe side, I can add that in this estimate if you would like. Lastly, just a reminder that I will be adding this to the SMFA now and will also updated the SMFA as we get closure to construction.

If you have any questions please let me know.

Thanks-  
Jess

**Jessica Bowker**  
NWR – Project Manager  
Phone: (715) 577-2963  
E-mail: [Jessica.Bowker@dot.wi.gov](mailto:Jessica.Bowker@dot.wi.gov)  
Wisconsin Department of Transportation  
718 West Clairemont Ave  
Eau Claire, WI 54701



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**From:** washburnadmin@cityofwashburn.org <washburnadmin@cityofwashburn.org>  
**Sent:** Tuesday, March 15, 2022 11:35 AM  
**To:** Bowker, Jessica L - DOT <Jessica.Bowker@dot.wi.gov>  
**Cc:** Mary Motiff <washburnmayor@gmail.com>; 'Melissa' <director@washburnchamber.com>; Rongstad, Tyler J - DOT <Tyler.Rongstad@dot.wi.gov>; 'Michael C. Stoffel' <StoffelM@AyresAssociates.com>; 'Brian Lambert' <lambertb@AyresAssociates.com>; dpw@cityofwashburn.org; Peterman, Jill - DOT <Jill.Peterman@dot.wi.gov>; Starren, Jarrod <jstarren@sehinc.com>; city114@centurytel.net  
**Subject:** Terrace Decision

**CAUTION: This email originated from outside the organization.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Jessica,

**WASHBURN'S ESTIMATE OF COLORED AND STAMPED CONCRETE TERRACE**

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
305.0120	Base Aggregate Dense 1 1/4-Inch	343	TON	\$ 14.75	\$ 5,065.81
405.0100	Coloring Concrete WisDOT Red	114	CY	\$ 80.00	\$ 9,158.52
405.1000	Stamping Colored Concrete	114	CY	\$ 152.00	\$ 17,328.00
602.0400	Concrete Sidewalk 4-Inch	9273	SF	\$ 5.00	\$ 46,365.00
SPV	Concrete Cure and Seal Treatment	9273	SF	\$ 0.10	\$ 927.30
					<b>\$ 77,917.32</b>

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
625.0100	Topsoil	1030	SY	\$ 4.00	\$ 4,121.33
628.2008	Erosion Mat Urban Class I Type B	1030	SY	\$ 2.00	\$ 2,060.67
629.0210	Fertilizer Type B	0.6	CWT	\$ 105.00	\$ 68.16
630.0140	Seeding Mixture No. 40	19	LB	\$ 20.00	\$ 370.92
630.0200	Seeding Temporary	28	LB	\$ 5.00	\$ 139.10
630.0500	Seed Water	20	MGAL	\$ 20.00	\$ 400.00
					<b>\$ 7,160.17</b>

City of Washburn's cost colored concrete terraces from 8th Ave - Washington Ave = \$77,917.32 - \$7,160.17 = **\$70,757.15** \*

\*estimate only, will update SMFA closer to construction

**AREAS BETWEEN SIDEWALK AND CURB  
WASHBURN'S ESTIMATE OF COLORED AND STAMPED CONCRETE TERRACE**

STATION	TO	STATION	LOCATION	4-inch Sidewalk SF	Colored Concrete CY	Base Agg.* Dense 1 1/4-Inch TON	Topsoil & E-Mat SY	REMARKS
20+42	-	26+16	LT	0	0.00	0.00	0.00	10TH - 9TH
20+42	-	26+16	RT	0	0.00	0.00	0.00	10TH - 9TH
27+09	-	32+82	LT	0	0.00	0.00	0.00	9TH - 8TH
27+09	-	32+82	RT	0	0.00	0.00	0.00	9TH - 8TH
33+70	-	35+73	LT	730	9.01	27.04	81.11	8TH - 7TH
33+70	-	35+73	RT	630	7.78	23.33	70.00	8TH - 7TH
36+76	-	39+24	LT	775	9.57	28.70	86.11	7TH - 6TH
36+63	-	40+37	RT	1,041	12.85	38.56	115.67	7TH - 6TH
41+25	-	45+05	LT	1,111	13.72	41.15	123.44	6TH - 5TH
42+93	-	45+05	RT	761	9.40	28.19	84.56	6TH - 5TH
46+61	-	49+71	LT	0	0.00	0.00	0.00	5TH - 4TH
41+92	-	49+71	RT	1,280	15.80	47.41	142.22	5TH - 4TH
50+62	-	54+18	LT	1,250	15.43	46.30	138.89	4TH - 3RD
50+62	-	54+18	RT	0	0.00	0.00	0.00	4TH - 3RD
55+38	-	60+00	LT	1,695	20.93	62.78	188.33	3RD - WASHINGTON
55+44	-	59+43	RT	0	0.00	0.00	0.00	3RD - WASHINGTON
61+04	-	62+55	LT	0	0.00	0.00	0.00	WASHINGTON - 2ND
59+94	-	62+55	RT	0	0.00	0.00	0.00	WASHINGTON - 2ND
<b>TOTAL</b>				<b>9,273</b>	<b>114</b>	<b>343</b>	<b>1030</b>	

\*Base Aggregate based on 6" depth and conversion of 2 TON/CY

*Original Estimate  
included in 3/14 Packet*

Item	Unit	Terrace Area Estimate						
		Price	10th - 2nd		6th-2nd		8th - 2nd	
			QTY	Total	QTY	Total	QTY	Total
Concrete	SF	\$ 5.00	16250	\$ 81,250.00	5000	\$ 25,000.00	9300	\$ 46,500.00
Base Course	CY	\$ 29.50	301	\$ 8,879.50	93	\$ 2,743.50	172	\$ 5,074.00
<b>Subtotal for White Sidewalk</b>	SF	\$ 5.55	16250	\$ 90,129.50	5000	\$ 27,732.15	9300	\$ 51,581.81
Coloring Concrete	SF	\$ 1.00	16250	\$ 16,250.00	5000	\$ 5,000.00	9300	\$ 9,300.00
<b>Subtotal for Colored Sidewalk</b>	SF	\$ 6.55	16250	\$ 106,379.50	5000	\$ 32,732.15	9300	\$ 60,881.81
<b>Credits</b>								
Topsoil	SF	\$ 0.44	16250	\$ 7,222.22	5000	\$ 2,222.22	9300	\$ 4,133.33
Mulching	SF	\$ 0.06	16250	\$ 902.78	5000	\$ 277.78	9300	\$ 516.67
Seed & Fertilizer	SF	\$ 0.13	16250	\$ 2,039.00	5000	\$ 627.38	9300	\$ 1,166.94
<b>Net Total for White Sidewalk</b>	SF	\$ 4.92	16250	\$ 79,965.50	5000	\$ 24,604.77	9300	\$ 45,764.87
<b>Net Total for Colored Sidewalk</b>	SF	\$ 5.92	16250	\$ 96,215.50	5000	\$ 29,604.77	9300	\$ 55,064.87

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



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

To: Honorable Mayor and City Council Members  
From: <sup>SSK</sup> Scott J. Kluver, Administrator  
Re: Outdoor Kitchens  
Date: March 25, 2022

A few months ago, the Plan Commission began looking at the trend of outdoor kitchens after a local resident who constructs them brought it to our attention. These are permanently fixed structures that contain stoves, ovens, countertops, etc.

Attached is the ordinance that has been recommended for approval by the Plan Commission after several iterations and legal review. The ordinance makes outdoor kitchens a permit use for all residential uses and provides the locations, via setbacks, where outdoor kitchens can be located on the property.

Please let me know if you have any questions related to this proposed ordinance.

**CITY OF WASHBURN**  
**Ordinance No. 22-003**

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of April 11, 2022 for the purpose of amending the City’s Zoning Code (Chapter 13 of the Municipal Code) with regard to outdoor kitchens and other matters.

1. Amend Chapter 13, Article 3 by including the following land use in Section 3-2 Land Use Definitions:

17.23.5 **Outdoor kitchen** An outdoor space with non-movable structures or fixtures attached above grade or countertop level, used for cooking or food preparation. This does not include areas used for cooking and eating that consist solely of a portable grill, picnic tables, yard furniture or other similar, portable devices.

2. Amend Chapter 13, Article 8, Exhibit 8-1 Land Use Matrix by inserting the following into the table:

		Special Standards	Secondary Review	R-1	R-2	R-6	R-7	C-1	C-2	C-3	I-1	L-1	M	MUW
17.21.5	Outdoor kitchen	8-541.5	ZP	P	P	P	P	P	P	P	-	-	-	P

3. Amend Chapter 13, Article 8, by inserting Section 9-543.5 to read as follows:

**8-541.5 Outdoor kitchen**

(a) **Location.** An outdoor kitchen may be located in the front, side, and rear yard.

(b) **Setbacks.** Any fixed improvement that constitutes a structure shall comply with the building setback requirements established for the zoning district in which the subject property is located.

(c) **Principal Land Use.** An outdoor kitchen is only allowed as an accessory use in connection with a single-family dwelling as the principal use. Outdoor kitchens shall not be permitted as accessory uses to any other type of principal building or use.

4. Effective Date of Ordinance. This ordinance shall take effect upon passage and publication.

Attest:

\_\_\_\_\_  
Mary D. Motiff  
Mayor

\_\_\_\_\_  
Scott J. Kluver  
City Clerk

Adopted:

Published:

7



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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, <sup>SK</sup> Administrator  
Re: Proposed Survey Map of City Property to Sell to James Ledin  
Date: March 29, 2022

Enclosed you will find a copy of a draft survey map which creates a brand-new industrial parcel which would be accessed off of CTH "C". This survey comes to you as a result of the approved request to sell approximately two acres to Mr. Ledin at the last meeting.

In reviewing this, two lots are created, with Lot 2 being the lot intended for sale with an area of 2.15 acres. It is slightly larger than anticipated due to a small wing added to the lot to avoid the creation of a small orphan lot that would have been non-conforming. To add that small piece to the neighboring city-owned land would have been cost prohibitive. Lot 1, would remain owned by the City and has a 33 foot ingress/egress easement placed on it for access.

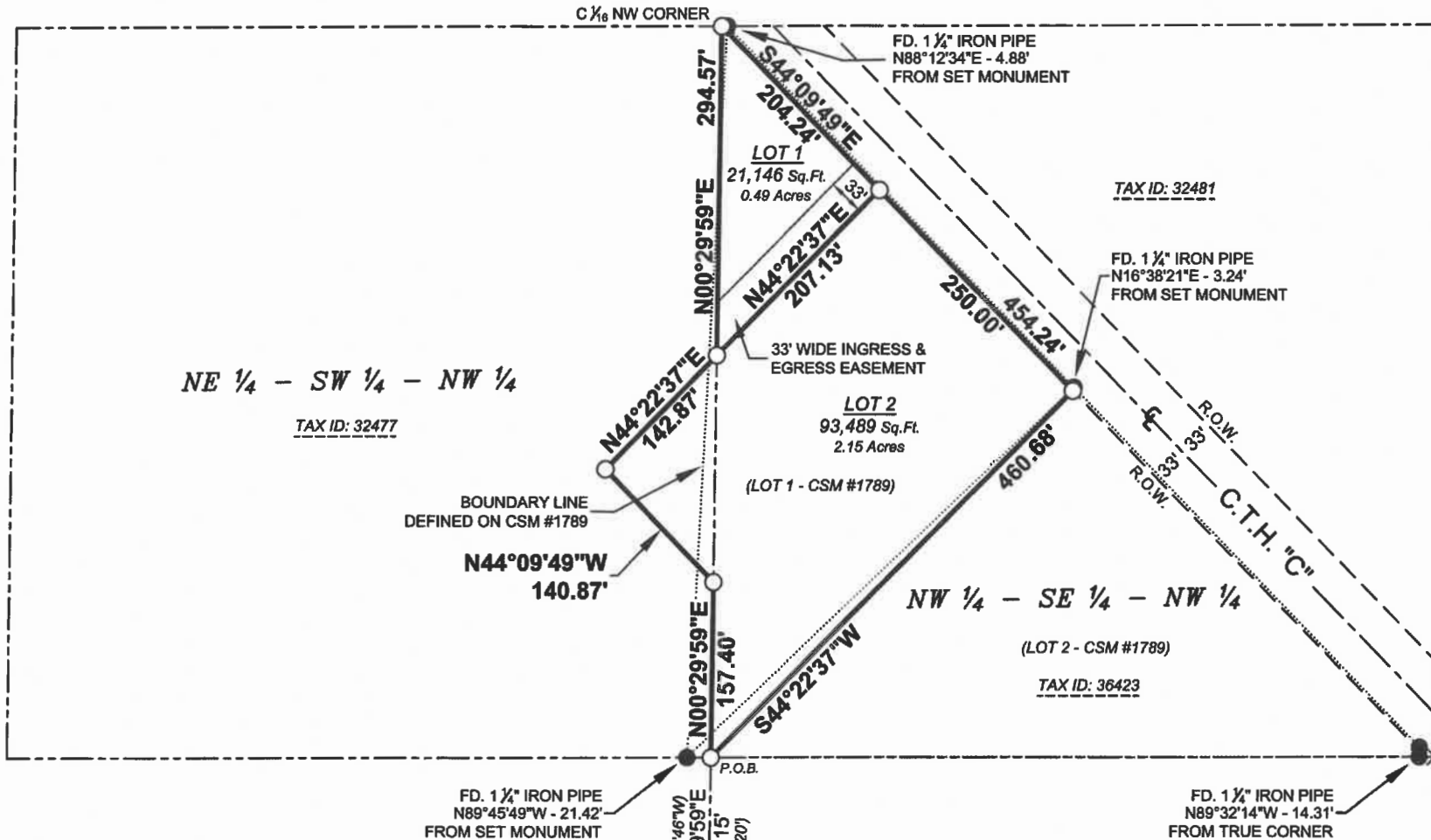
As for conformance to the L-1 Light Industrial District and the Comprehensive Plan, the property meets the required dimensions and future use.

I recommend approval of the proposed survey map. Once it is approved and recorded, Mr. Ledin could begin his Conditional Use Permit application and once that is approved, the new parcel could be closed upon. I have walked the property with Mr. Ledin and he was satisfied with it.

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

# BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 1 OF CSM # 1789 RECORDED AS DOC. 2012R-542768 IN VOL. 10 OF CSM'S ON PG'S. 292-293 WITHIN THE BAYFIELD COUNTY REGISTRY, TOGETHER WITH A PARCEL OF LAND LOCATED IN THE NE 1/4 - SW 1/4 - NW 1/4, ALL LOCATED WITHIN THE SW 1/4 - NW 1/4 AND THE SE 1/4 - NW 1/4, SECTION 31, TOWNSHIP 49 NORTH, RANGE 4 WEST, CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN.



BEARINGS ARE GRID BASED  
WCCS - BAYFIELD COUNTY WITH  
THE SOUTH LINE OF THE NORTHWEST 1/4  
MEASURED TO BEAR N89°57'40"E

**SURVEYORS NOTE:**  
LARRY NELSON, PLS #1276 OF NELSON SURVEYING COMPLETED A 2-LOT CSM (CSM #1789) DATED 2/28/12. I FIND HIS DIMENSIONS AND PLACEMENT OF MONUMENTATION TO BE IN ERROR. IT APPEARS AN ERROR OCCURRED DURING PROPORTIONING SECTION 31 WITH THE ORIGINAL GLO FIELD NOTES.

FIELDWORK COMPLETED:  
3/24/22

**Pine Ridge Land Surveying, LLC.**

Professional Land Surveying Services

*Value & Quality in a Timely Manner...*

PATRICK A. MCKUEN, PLS

1424 1/2 Lake Shore Dr. W.

Ashland, Wisconsin

Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM

PROJECT NO. C.O.W.22 - 31-49-4

SHEET 1 OF 3 SHEETS

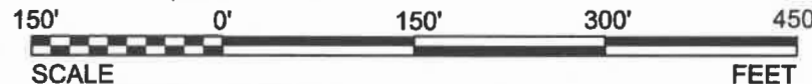
## LEGEND

- - SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS PER LIN. FOOT
- - FD. 1 1/4" O.D. IRON PIPE
- X - CALCULATED POSITION (NO MONUMENT SET)
- ( ) - RECORDED AS DIMENSION

WEST 1/4 CORNER  
SEC. 31, T49N, R4W  
FD. 2 1/2" B.C.I.P. (19.55 CHAINS)

CENTER 1/4 CORNER  
SEC. 31, T49N, R4W  
FD. 1 1/2" IRON PIPE

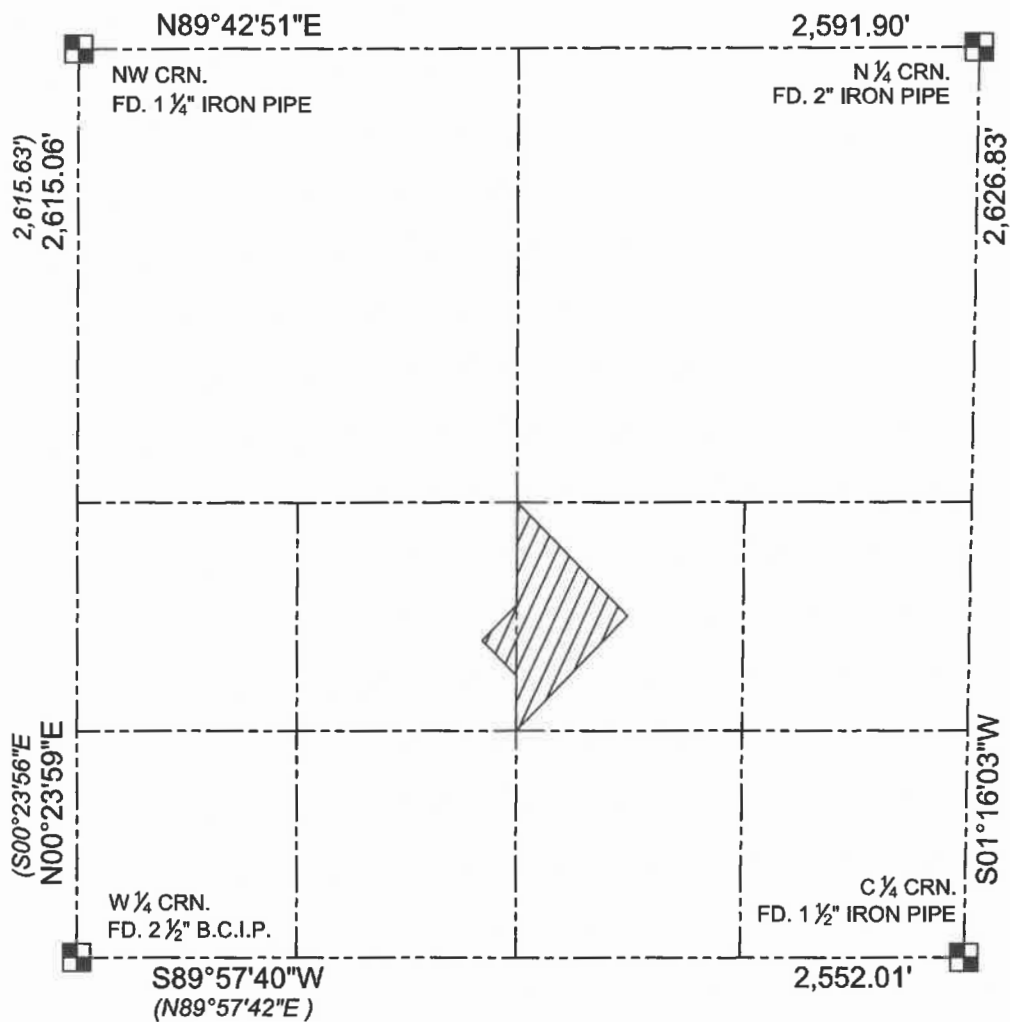
1,261.49' CW 1/8 CORNER  
P.O.C. N89°57'40"E (N89°57'42"E)



# BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 1 OF CSM # 1789 RECORDED AS DOC. 2012R-542768 IN VOL. 10 OF  
CSM'S ON PG'S. 292-293 WITHIN THE BAYFIELD COUNTY REGISTRY,  
TOGETHER WITH A PARCEL OF LAND LOCATED IN THE NE ¼ - SW ¼ - NW ¼,  
ALL LOCATED WITHIN THE SW ¼ - NW ¼ AND THE SE ¼ - NW ¼, SECTION  
31, TOWNSHIP 49 NORTH, RANGE 4 WEST, CITY OF WASHBURN,  
BAYFIELD COUNTY, WISCONSIN.

NW ¼ - SEC. 31 - T49N - R4W  
NOT TO SCALE



**Pine Ridge Land Surveying, LLC.**  
Professional Land Surveying Services  
*Value & Quality in a Timely Manner...*  
**PATRICK A. MCKUEN, PLS**  
1424 1/2 Lake Shore Dr. W.  
Ashland, Wisconsin  
Phone (715) 682-2969  
WWW.PINERIDGESURVEYING.COM  
PROJECT NO. C.O.W.22 - 31-49-4  
SHEET 2 OF 3 SHEETS

# BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 1 OF CSM # 1789 RECORDED AS DOC. 2012R-542768 IN VOL. 10 OF CSM'S ON PG'S. 292-293 WITHIN THE BAYFIELD COUNTY REGISTRY, TOGETHER WITH A PARCEL OF LAND LOCATED IN THE NE  $\frac{1}{4}$  - SW  $\frac{1}{4}$  - NW  $\frac{1}{4}$ , ALL LOCATED WITHIN THE SW  $\frac{1}{4}$  - NW  $\frac{1}{4}$  AND THE SE  $\frac{1}{4}$  - NW  $\frac{1}{4}$ , SECTION 31, TOWNSHIP 49 NORTH, RANGE 4 WEST, CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN.

## Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed and mapped; Lot 1 of CSM # 1789 recorded as Doc. # 2012R-542768 in Vol. 10 of CSM's on Pg's 292-293 within the Bayfield County Registry, together with a parcel of land located in the NE  $\frac{1}{4}$  - SW  $\frac{1}{4}$  - NW  $\frac{1}{4}$ , all located within the SW  $\frac{1}{4}$  - NW  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  - NW  $\frac{1}{4}$ , Section 31, Township 49 North, Range 4 West, City of Washburn, Bayfield County, Wisconsin more particularly described as follows:

Commencing at the West  $\frac{1}{4}$  corner of said section; Thence N89°57'40"E along the monumented south line of the NW  $\frac{1}{4}$  of said section a distance of 1,261.49 feet to the CW  $\frac{1}{16}$  corner; Thence N00°29'59"E along the east line of the SE  $\frac{1}{4}$  - SW  $\frac{1}{4}$  a distance of 655.15 feet to the Point of Beginning; Thence N00°29'59"E and continuing along said east line a distance of 157.40 feet; Thence N44°09'49"W a distance of 140.87 feet; Thence N44°22'37"E a distance of 142.87 feet to the east line of the SE  $\frac{1}{4}$  - SW  $\frac{1}{4}$ ; Thence N00°29'59"E along said east line a distance of 294.57 feet to the C  $\frac{1}{16}$  NW corner of said section which falls along the southerly right of way of C.T.H. "C"; Thence S44°09'49"E along said right of way a distance of 454.24 feet; Thence S44°22'37"W a distance of 460.68 feet to the east line of the SE  $\frac{1}{4}$  - SW  $\frac{1}{4}$  and the Point of Beginning.

That the above described parcel of land contains 114,635 square feet which is 2.64 acres.

That I have made this map at the direction of Scott Kluver, AGENT for said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and with the subdivision regulations of the City of Washburn in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Pine Ridge Land Surveying  
Patrick A. McKuen  
WI PLS S-2992

## CITY OF WASBURN ZONING APPROVAL CERTIFICATE

I, SCOTT KLUVER, CITY OF WASHBURN PLANNING & ZONING DEPARTMENT,  
DO HEREBY APPROVE THIS BAYFIELD COUNTY CERTIFIED SURVEY MAP

SIGNED: \_\_\_\_\_  
SCOTT KLUVER

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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SHEET 3 OF 3 SHEETS

8

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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator *Tony*  
Re: Resolution of Support DNR Outdoor Recreation Grant Application to expand Hillside Tennis Courts & Close Eastside Courts  
Date: March 28, 2022

Discussions have begun with the idea to abandon the East Side Tennis Court and expand the tennis courts at Hillside Park. East Side Tennis Court was built in 1974 and is in needed repair. The court surface is crumbling, unlevel and holds water. There are also drainage issues at the location, with rainwater running off onto adjacent land parcels. Additionally, the courts are out of specs. with the U.S. Tennis Association, making it difficult to receive funding from this organization.

The concept of expanding the tennis courts at Hillside Park was presented to the Washburn Tennis Association, which they are in support of. One comment during discussion was that the tennis association could then hold tournaments, because they would have one location to host multiple games.

The Parks Committee also supports the relocation of tennis courts to Hillside Park and in seeking a DNR grant for funding. The unapproved (draft) Park Committee March 22, 2022 minutes are included.

I have begun preparing a DNR Outdoor Recreation grant application for the expansion the courts at Hillside Park this year (due May 1st). This would include the addition of two new tennis courts and two pickle ball courts, a new game to the area. This application would also include repainting lines on the existing courts and the creation of a parking lot.

The DNR funding would require a 50/50 match. A rough estimate of court construction is \$190,000. Specifics are not yet defined of the matching funds, but this will include in-kind work from the City, Park Outlay funds, local foundation funding and the US Tennis Association.

One requirement of the grant application is a resolution from the applicant that funds are available to complete the project. I ask Council to approve this resolution and approve the use of City funds for this project.

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



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

**RESOLUTION #22-003**  
**DNR OUTDOOR RECREATION GRANT APPLICATION**

WHEREAS, the City of Washburn is interested in developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project, and,

THEREFORE, BE IT RESOLVED, that the City of Washburn has budgeted a sum sufficient to complete the project, and,

HEREBY AUTHORIZES Tony Janisch, Assistant City Administrator to act on behalf of the City to:  
Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;

Submit signed documents; and Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted by Common Council for the City of Washburn, Wisconsin this 11<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Mary D. Motiff, Mayor

STATE OF WISCONSIN)  
BAYFIELD COUNTY)

I hereby certify that the foregoing resolution is a true, correct, and complete copy of a resolution duly and regularly passed by the Common Council of the City of Washburn on the 11th day of April, 2022.

Dated this \_\_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Scott J. Kluver-Administrator-Clerk

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



P.O. Box 247  
 Baraga, MI 49908  
 Office: 906.353.8828  
 Fax: 906.353.6112  
 office@jcs-services.com

**To:** City of Washburn  
 119 Washington Ave.  
 Washburn, WI 54891  
**Attn:** Tony Janisch

# Budgetary Proposal

**Project:**  
 Hillside Park Tennis Court Construction

**Prepared By:** Curt H. Bergstrom

**Date:** 3.31.22

<b>Work Description</b>	
Build new, 2 tennis and 2 pickleball courts, court dimensions are 120' x 134' = 16,080 Square Feet	
Base drainage, install draintile and cover with clear stone.	
Base, install geotextile fabric and cover with 12" of 1.25" gravel.	
Pave, first lift 1.75" of 4LT hot mix asphalt, then tack coat and pave 2nd lift 1.25" of 5LT hot mix asphalt.	
Fence, perimeter of asphalt (508') with 10' H galvanized chainlink and 4 walk gates.	
Nets, install net post sleeves, net posts, center tie downs, and nets for 2 tennis and 2 pickleball courts.	
Coatings, 1-2 leveling coats as needed, 2 coats of surface color (2-color scheme from standard colors).	
Striping, paint game lines for 2 tennis and 4 pickleball courts.	
Existing Courts, repaint game lines for 2 tennis courts and add game lines for 2 pickleball courts.	
<b>Total for above proposed work is \$167,398.63</b>	
Court lighting, trench conduit and panel tie-in, 4-6 light towers w/ concrete foundations.	<b>~\$25,000.00</b>
Engineering, provide sealed plans for design-build construction.	<b>\$3,000.00</b>
<b>Special Conditions:</b>	
*Sub-grade excavation and compaction to grade by City of Washburn.	
*All landscaping and backfilling items by City of Washburn.	
*This proposal is for budget purposes only and not a binding offer.	

**Thank you!**



Legend  
40 ft  
Municipal Boundary



Google

2017

March 22, 2022

## CITY OF WASHBURN PARKS COMMITTEE MEETING MINUTES

5:00 PM

Washburn City Hall and virtually

Members Present:

Jennifer Maziasz (Council rep), Jamie Cook, and Erika Lang

Municipal Personnel Present:

Assistant City Administrator Tony Janisch, Director of Public Works Gerry Schuette

Absent:

Angel Croll

### Call to Order/Roll Call

Meeting was called to order at 5:10 pm. Quorum met.

### Approval of the February 15, 2022 Parks Committee Meeting Minutes

Motion made to approve minutes by Cook, second by Maziasz. Minutes approved unanimously.

### Updates from Public Works Department

Public Works Director Gerry Schuette and Janisch gave the following updates:

- Still working on Memorial Park bathroom upgrades.
- Public Works staff is going to recommend a delay to open Thompson's West End Park by a minimum of two weeks, to late April at the earliest. Staff need time to let the snow melt and conditions to dry out a bit, letting them get into the bathrooms to get them up and running, grade the roads, and do any other grounds maintenance. Drier conditions will also result in less mud/damage to grass and roads from vehicles and boats. If staff can get everything in place before the park opens, once it is open, conditions are pretty much maintenance free.
- Next month, public works staff will have some updates on improvements and maintenance at Memorial Park before that park is opened for the season.
- The Book Across the Bay event went well and organizers cleaned up the site really well.
- Skating rink officially closed last week. Attendance was over 4,300 people with weekends being the busiest time. Fewer people skated when it was very cold out and the rink was closed early on some of those colder days. 17 school groups booked the site which resulted in 423 students and chaperones from those groups. The City also sold over \$2,000 in snacks which resulted in a net gain of about \$750. Also, City Council approved the rerouting of the water and sewer lines down in that area so the Ironworks business can expand. Public works staff has been discussing adding hydrants to fill the skating rink which could also be used for irrigating the athletic fields. Maziasz pointed out that it would be good for the City to replace the vegetative buffer between the fields and houses, should it be disturbed during the infrastructure work, to help reduce noise for residents. Schuette added that some landscaping will be done around the skating rink as well.
- Scott Kliver and Janisch had a kick-off meeting with Cooper Engineering who is looking at the feasibility of expanding camping, primarily RV camping, at Thompson's West End Park in two different locations. Once more snow melts, the City will do some onsite tours. Cooper Engineering will have the study done between mid-June/July.
- The Emerald ash borer has been spotted in Bayfield County in the City of Bayfield. We have a reference for landowners who call the City of Washburn if they want more information. Lang mentioned that it would be wise for the City to inventory its trees and start thinking about whether it should proactively replace any of the ash trees as other cities have done. Janisch mentioned that an inventory was done some years ago and can be revisited.
- There is a vacancy on the City's Parks Committee. City staff have put a post on Facebook announcing the vacancy and encouraging people to apply. Mayor Motiff will review applications and appoint the member.

### Update on Implementation of the Walking Trail Land Management Plan and Wisconsin Coastal Management Grant

- Not much has occurred related to activities for the current grant as it is wintertime. An additional grant proposal was submitted to Wisconsin Coastal Management Program in November. The City of Washburn hasn't heard which projects will be funded.
- Lang is working with a restoration contractor to finalize the plant order for this spring.
- Janisch is working with a couple of Parks Committee members on the content for the interpretive sign and a local designer is working on layout.

### **Discussion & Action of Tennis Court Relocation/Expansion**

City staff had been considering seeking DNR grant funding to redo the 3<sup>rd</sup> street tennis courts. However, the Mayor proposed the idea of abandoning these courts to allow for housing, as the City has a lack of affordable housing and the housing authority is adjacent to this small park. The Mayor and Janisch spoke with the Washburn Tennis Association, who is in favor of this as these courts are not US Tennis Association regulation size anyway. Additionally, the site is wet and there is inadequate stormwater management which makes water pool in several locations. Instead, the Washburn Tennis Association is in favor of adding courts to Hillside Park and in doing so would allow WTA to hold tournaments. City staff is asking the Parks Committee for input and will be reaching out to a contractor to get a bid on construction and resurfacing. The DNR grant is due May 3<sup>rd</sup>. Janisch also pointed out that a past DNR grant was used to fund tennis courts at Hillside Park in the past. This new grant would include a small parking area, two additional courts, and a backboard for practice.

Parks Committee members discussed the following:

- it makes sense to add courts to Hillside Park for the above-mentioned reasons.
- matching funds will be needed for the DNR grant. It would be nice if some of these funds could come from the Washburn Tennis Association and/or other residents as well as some small grants such as the Bayfield County Health Infrastructure grant. If only City funds are used as match, this is a lot of money to spend on one park as we have other improvements we want to do at other parks and we want to make sure we are guided by our priorities and outdoor recreation plan which is in progress.
- the current court could be restriped and Pickleball could be offered on a couple of the courts at least.
- regarding where the additional courts would go, it would be nice to not lose all of the baseball field because people do use it and also play kickball here and it is a nice open space.
- if the playground must be moved, it would be nice to still offer some playground equipment. The current playground is geared toward smaller kids which is fine.

**Motion made by Lang for the City to seek a grant from DNR to support the relocation of the tennis courts to Hillside Park second by Maziasz. Motion approved unanimously.** It was further suggested to look for other potential park improvements such as the playground when applying for the grant.

### **Discussion & Action of West End Park Fishing Pier**

**Motion made by Maziasz to open floor for this topic; second by Cook. Motion approved unanimously.** City Council Thomas Neimes Jr. presented the idea of putting in a fishing dock again (to replace the dock that was damaged and then removed because of ice.) as people don't like their kids using the coal dock as it is too high, there are cars on it, wave action, etc. He would like to see a dock that can be rolled in and then rolled out during the winter, so it doesn't get damaged from ice. The dock would have to be pretty long (about 40 feet) so it can access some deeper water.

Parks Committee members discussed the following:

- there is no doubt that people and kids love to fish and would use a fishing dock.
- the dock could go into the same place it was located before.
- Schuette pointed out that the City may have a dock that could be used from when the boat docks were replaced.

### **Discussion & Action of West End Park Flowing Wells**

Parks committee members agreed that the committee should work with public works to develop a management plan for the two wells at Thompson's West End Park, which will also help inform maintenance needs. The following things need to be considered: keeping the road corner mowed for clear sight lines; re-routing the drainage pipe; developing a planting plan for the slope where the cedar trees were removed while maintaining view corridors; determining placement of the walking trail to connect it to the flowing well; determining future desired condition for the vegetation in the drainage; and working with the DNR to ensure water quality standards are maintained. Because residents are interested in what happens around the flowing wells, sharing information with residents will be important. At the next Parks Committee, members will visit the site to begin to develop a management plan. In the meantime, Janisch will learn what he can from the City of Ashland as to how they improved conditions at their wells.

### **Adjournment**

Date and time of next meeting will be April 19, 2022. Meeting was adjourned at 6:26 pm.

Erika Lang  
Secretary, Parks Committee

9

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, Administrator *SK*  
Re: Closure or Extension of TID #2 for Housing  
Date: March 28, 2022

Enclosed are two potential resolutions related to the future of Tax Increment District (TID) #2. One resolution authorizes TID to be closed, the other would extend it for one year and use the extra year of proceeds for an affordable housing project. Know that the Council has until its July meeting to take definitive action on this issue.

District #2 was created in 1995, amended in 2002, and will reach the end of its 27-year life on September 25, 2022. As such, is scheduled to be successfully retired in 2023 after the last collection of property taxes. The district was successful and will have paid all of its debts by closure. At least two months prior to the termination date, the Council has one of three options to choose from:

1. Terminate the district and disburse the fund balance to the taxing entities. For this option, you would approve the terminating resolution. No dollars would be set aside for a future affordable housing project, and the various taxing entities would receive the benefits of the TID value for the 2024 fiscal year. For the City of Washburn, this would mean approximately \$55,000 for property tax relief and \$55,000 for the general fund. Any leftover dollars in the TID fund would be distributed back to the taxing entities based on a percentage of contribution to the fund.
2. Terminate the district and use the remaining fund balance to fund an affordable housing project. For this option, you would approve the terminating resolution with the stipulation that any remaining funds be used for an affordable housing project to be determined by the City Council. My rough calculation estimates that there will be approximately \$175,000 in leftover funds available. The closure of the TID 2 would otherwise occur as described in the first option.
3. Extend the district for one year and use the entire full year of funds for an affordable housing project. This would generate approximately \$225,000 for an affordable housing project to be determined by the City Council. The closure of the TID would then occur in the next year as described in the first option.

While a specific housing project has not been determined yet, the Housing Authority has been exploring concepts with affordable housing and workforce housing. There may be other options that will present themselves or that could be pursued. The option to extend TIDs for this purpose as approved by the Wisconsin Legislature just a couple years ago to provide a tool to assist with housing issues in the state. It is not an opportunity the City of Washburn will have again until TID #3 is ready to be terminated which will likely not occur until 2035.

If the Council is not ready to make the decision at this Council meeting, please let me know what additional information you are requesting to help you make the decision.

# Tax Incremental District (TID) Termination Resolution

City  of Washburn TID 2 Resolution 22-002  
(town, village, city) (municipality) (number) (number)

WHEREAS, the City  of Washburn created TID 2 on 09 25, 1995, and adopted a project plan in the same year, and  
(month) (day) (year)

WHEREAS, all TID 2 projects were completed in the prescribed allowed time; and:

WHEREAS, sufficient increment was collected as of the 2022 tax roll, payable 2023, to cover TID 2 project costs.  
(year) (year)

WHEREAS, insufficient increment was collected to cover project costs.

THEREFORE BE IT RESOLVED, that the City  of Washburn terminates TID 2; and

BE IT FURTHER RESOLVED, that the City  Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15, 2023, whichever comes first, that the TID has been terminated; and  
(year)

BE IT FURTHER RESOLVED, that the City  Clerk shall sign the required DOR Final Accounting Submission Date form (PE-223) agreeing on a date by which the City  shall submit final accounting information to DOR; and:

BE IT FURTHER RESOLVED, that the City  Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City  's auditor, Eagle Audit or Successor.  
(auditor name)

BE IT FURTHER RESOLVED, that the City  of Washburn shall accept all remaining debts for TID 2 as determined in the final audit by the City  auditor, \_\_\_\_\_.  
(auditor name)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(day) (month) (year)

Resolution introduced and adoption moved by alderperson \_\_\_\_\_  
(name)

Motion for adoption seconded by alderperson \_\_\_\_\_  
(name)

On roll call motion passed by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays  
(number) (number)

ATTEST:

\_\_\_\_\_  
(Mayor/Head of Government Signature)

\_\_\_\_\_  
(Clerk Signature)

# Tax Incremental District (TID) Affordable Housing Extension Resolution

City  of Washburn TID 2 Resolution 22-002  
(town, village, city) (municipality) (number) (number)

WHEREAS, the City  of Washburn created TID 2 on 9 25, 1995, and  
(month) (day) (year)  
successfully completed implementation of the project plan and sufficient increment was collected or will be  
collected in 2023 from the 2022 tax roll to pay off its aggregate project costs; and  
(year) (year)

WHEREAS, state law requires termination of a TID after all project costs have been paid, state law (sec.  
66.1105(6)(g), Wis. Stats.), does allow extension of a TID up to one year, using the last year of tax increment  
to improve the City 's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing with the remaining  
portion used to improve housing stock; and

THEREFORE BE IT RESOLVED, that the City  of Washburn hereby extends the life of TID  
2 for 12 months to use the final year's increment collected in 2024 from the 2023 tax roll to  
(number) (year) (year)  
benefit affordable housing; and

BE IT FURTHER RESOLVED, the City  of Washburn shall use the final increment to improve  
housing quality and affordability by *(describe specifically how funds will be used)*: utilizing the proceeds for a too  
be determined housing project within the City of Washburn  
\_\_\_\_\_ ; and

BE IT FURTHER RESOLVED, that the City  of Washburn Clerk shall notify the Wisconsin  
Department of Revenue by providing a copy of this resolution.

Adopted this 11 day of April, 2022  
(day) (month) (year)

Resolution introduced and adoption moved by alderperson \_\_\_\_\_  
(name)

Motion for adoption seconded by alderperson \_\_\_\_\_  
(name)

On roll call motion passed by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays  
(number) (number)

ATTEST:

\_\_\_\_\_  
Mayor/Head of Government Signature

\_\_\_\_\_  
Clerk Signature



**10**

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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator *Tony*  
Re: North Coast Community Sailing Lease Agreement  
Date: March 25, 2022

Enclosed you will find a proposed lease agreement for use of Thompson's West End Park by the North Coast Community Sailing (NCCS) for the 2022 season. NCCS is operated by Recreation and Fitness Resources, Inc., a non-profit in Bayfield that manages the Bayfield Rec Center and also provides sailing instruction to youth and families. NCCS has had an agreement with the City for several years for use of space.

The term of this lease shall be from May 23, 2022 to September 30, 2022, with actual operation occurring between June 20, 2022 and August 26, 2022. The time before and after operation are for set-up and break-down of equipment.

Past practices for leasing fees have been the cost of one seasonal boat launch pass, as a safety boat is used and moored at the boat launch. This cost is \$75.00.

Exhibit A, of the agreement, will identify the location of lease where activities will take place and equipment will be stored. This is the same location as the 2021 season.

NCCS provides a valuable outdoor recreational service to local youth during the summer. I encourage and recommend that Council approve this agreement.

**Recreation and Fitness Resources, Inc. and City of Washburn  
2022 Lease Agreement**

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, P.O. Box 638, Washburn, WI 54891, a Wisconsin municipal corporation ("the City"), and Recreation and Fitness Resources, Inc., P.O. Box 1146, Bayfield, WI 54814, a Wisconsin non-profit organization pursuant with code 501(c)(3) of the Internal Revenue Service, EIN #42-1706601, doing business as North Coast Community Sailing ("NCCS").

**1. Premises leased.**

- (a) This lease applies to the property shown on the attached Exhibit A for the purpose of NCCS equipment storage. That property is located approximately as follows:

The area of land located next to the city owned public boat launch at the corner of Lake Dr. & S 6<sup>th</sup> Ave. W in the proximity of Thompson's West End Park located in Washburn Wisconsin. The area more defined as approximately between 46°39'58.88"N, 90°54'08.59"W to 46°39'59.26"N 90°54'06.92"W, an area of approximately 5, 750 sq. ft., or as indicated on the map labeled appendix "Exhibit A", within the outlined area.

- (b) "Equipment storage" includes storage of boats, trailers, racks, tents, storage sheds, and other miscellaneous items used in NCCS's sailing programs and does not include personal items and other items not used in NCCS's sailing programs. NCCS may leave two storage sheds on site year-round. The city will not be liable to any damage or theft of the sheds or its contents during the terms of the lease or during the time after the yearly lease expires.
- (c) In addition to the area designated for equipment storage, this lease agreement also allows NCCS to make use of the public dock and boat launch at the site for its operations. The dock and boat ramps are NOT exclusive to NCCS operations and are shared by all members of the public who wish to use them.
- (d) This agreement further authorizes NCCS to moor up to two safety boats overnight during the term of the lease against the shore within the dock between the boat ramps as indicated in exhibit A. No boats may be moored between October 15, and ice-out in the spring, per ordinance 16-001.
- (e) NCCS may utilize the West End Park campground garbage and recycling containers. NCCS will coordinate with the Washburn Public Works to assist them by emptying the garbage containers at the West End Park boat launch into the West End Park campgrounds garbage and recycling containers.

**2. Term of lease.** Subject to the termination paragraph 7, below, this lease shall be for a term of one (1) season, starting May 23, 2022 and ending September 30, 2022. Actual sailing will commence no sooner than June 20, 2022 and ending sailing no later than August 26, 2022. The requested weeks in May and September will be used for set up and tear down of equipment. This lease may be renewed on a year by year basis upon mutually acceptable terms of both parties, but this lease shall not automatically renew. See 7. Termination, for terms of ending the lease.

**3. Lease payments.** NCCS shall pay the City the cost of one seasonal pass for a city resident, which is currently set at \$75.00 per year. Any change in the cost of one seasonal pass for a city resident shall result in a like change in the lease payment due hereunder. Payment will be due before the beginning of the lease term.

**4. NCCS obligations.** NCCS shall comply with all of the following:

- (a) NCCS will require all car parking associated with its operation to be in the parking lot.
- (b) NCCS will store all equipment in a neat and safe manner within the leased premises and will keep the general area free of trash and litter produced by its operations and by individuals upon and near the premises because of its operations.
- (c) NCCS will generally utilize only the westernmost boat launch but may use the eastern launch when necessary.
- (d) NCCS will yield to other individuals using the dock and boat ramps in an appropriate manner. For example, during periods of increased traffic, NCCS will rotate use of the boat ramp with other boat ramp users.
- (e) NCCS shall comply with all City ordinances and other laws in its use of the leased premises.

**5. Use of other City property.** NCCS shall not make use of any City property outside of the leased premises for the storage of equipment without further written agreement with the City and may not alter the topography or vegetation on City property outside of the leased premises.

**6. Indemnification and Insurance.**

- (a) NCCS shall indemnify the City and hold the City harmless for any loss, damages, costs, expenses, fees, and liability of any nature, based upon death, injury, or property loss of any nature occurring on, arising from, or related to:
  - (1) the NCCS operations on the premises leased hereunder,
  - (2) the use of the adjacent public boat dock and boat ramp in relation to or in service of NCCS operations, or
  - (3) the use of the streets; parking lots; public rights-of-way and other public lands, including trails, parks, and beaches; and the waters of Lake Superior, in relation to or in service of NCCS operations, whether by act or omission, and whether by the corporation, its officers, directors, employees, agents, contractors, guests, invitees, or any other person or entity.
- (b) NCCS shall maintain at its cost Public Liability insurance on the premises with limits of liability for injury or death of not less than \$1,000,000 per person and total, with the City named as an additional insured as its interests appear. NCCS shall provide a certificate of insurance showing compliance with this requirement, from an insurance company acceptable to the City, and with provision that no cancellation of the policy may be made without providing 30 days written notice to the City.

**7. Termination.**

- (a) This lease shall terminate on the last day of the term of this lease, unless terminated earlier as herein provided, or unless renewed. Upon termination of the lease where no expectation of renewing said lease is in place, NCCS shall vacate and surrender the premises without further legal proceedings or order. And, no later than the termination date, NCCS shall remove its equipment located on the leased premises. This obligation shall survive the termination of this lease. In the event NCCS fails to remove its equipment from the leased premises, the City may do so and charge the cost thereof to NCCS.

(b) This lease may be terminated by the City if:

(1) The City designates the leased area for improvements and construction begins which impacts the ability of NCCS to operate safely, and if NCCS operations impede the ability of those conducting the construction to perform their tasks safely and efficiently.

(2) NCCS fails to comply with any provision of this agreement.

(3) Complaints against NCCS that the City determines are of a serious and/or continuing or repeated nature, and which, after warning, NCCS has failed to remedy.

(c) This lease may be terminated by NCCS at any time by giving notice to the City, and by removing any equipment from the leased area.

(d) This lease may be terminated or amended by mutual agreement of the parties upon such terms as they agree.

**8. Notices.** Any notices which may be given, or which may be required to be given, by one party to the other, shall be given to the party as follows, unless the party has previously notified the other party, in writing, of a change:

**To the City:**

City Administrator  
119 Washington Avenue  
P.O. Box 638  
Washburn, WI 54891

**To Recreation and Fitness Resources, Inc.:**

Executive Director  
140 S. Broad Street  
PO Box 1146  
Bayfield, WI 54814

**9. Waiver, election of remedies, costs, and attorney fees.** The rights and remedies of the City as provided under this lease and as provided by law are cumulative, and the election by the City of one remedy shall not prevent it from pursuing another remedy. A waiver of any breach or default shall not constitute a waiver of any future breach or default. NCCS shall be liable for any costs and attorney fees incurred by the City in enforcing any part of this lease.

**10. Entire agreement.** This lease contains the entire agreement of the parties.

CITY OF WASHBURN

By:

RECREATION AND FITNESS RESOURCES, INC.

By:

\_\_\_\_\_  
Mary D. Motiff, Mayor

\_\_\_\_\_  
*Print name:*

Attest:


\_\_\_\_\_  
*Print title:*

\_\_\_\_\_  
Scott J. Kluver, City Clerk

# Exhibit A

Thompson's West End Park  
Lake Dr. & S 6th Ave. W  
City of Washburn

## Legend

 NCCS program area 2022



Google Earth

100 ft



**11**

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



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

To: Honorable Mayor and City Council Members  
From: Scott J. Kluver, Administrator <sup>SK</sup>  
Re: Special Event Request – North Coast Car Show  
Date: March 24, 2022

Enclosed you will find various request to restrict parking on certain streets for the North Coast Car Show which this year will be held at the Harbor View Event Center. This request has been reviewed by Chief Johnson, and there is no objection.

The only change compared to last year is that this request also is to use the Omaha Property as a temporary parking lot. People could park on the property across from Stage North and walk on the ATV trail down to the car show.

Please let me know if you have any questions related to this request.



March 22, 2022

To: Mayor Motiff, Washburn City Council and Administrator Kluver

RE: Parking

The 12<sup>th</sup> Annual North Coast Car Show will be held, Saturday, July 30, 2022 from 9:00am to 3:00pm. Spectators parking on the street can cause some congestion, to ensure that all emergency vehicles can get through and pedestrians are able to walk safely, we are asking the city to place no parking signs along the west side of S. Second Avenue to Harbor View Drive and the South side of Harbor View Drive, from second Avenue to Central Avenue.

We also like to request the use of the city's Omaha Street property for spectator parking, this would allow people to park and then walk down the ATV/Snowmobile trail to the car show.

Thank you for your consideration of our request.

Sincerely,



Tammy L. DeMars  
North Coast Car Show

**12**

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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator *Tony*  
Re: Special Event Request – Brownstone Block Party  
Date: March 25, 2022

Enclosed you will find a request from the Washburn Chamber related to the Brownstone Block Party (July 29-31, 2022). These requests have been reviewed by Chief Johnson. It should also be clarified that open container is only along Bayfield Street and it goes from alley to alley, except where otherwise designated (Omaha St., Sunday, July 31<sup>st</sup>). Please let me know if you have any questions on this request. The Chamber will be responsible for covering the event on their insurance.



March 3, 2022

Mayor Motiff & Washburn City Council Members,

Please accept this communication as our official requests for the following items to be considered at the next available council meeting in regards to this year's Brownstone Block Party.

1. Relaxation of the open container and noise ordinance beginning at 9am July 29, 2022 and ending at 5PM on July 31<sup>st</sup> between 10<sup>th</sup> Ave. W. and Central Ave. along Bayfield St. With the corresponding hours:
  - \*9am on Friday until 4am on Saturday
  - \*9am on Saturday until 4am on Sunday
  - \*9am to 5pm on Sunday
2. Relaxation of the open container on Sunday July 31<sup>st</sup> between 2<sup>nd</sup> Ave. W. and 1<sup>st</sup> Ave. W. along Omaha St.
3. Exclusive Chamber use of Wikdal Park beginning at 7am on July 29<sup>th</sup> and ending at 5pm on July 30<sup>th</sup>. With 3<sup>rd</sup> Ave W. From Bayfield St. to the ally, marked as no parking during the same time, for use by vendors and food trucks.
4. Use of Omaha property for Water Fights on Sunday the 31<sup>st</sup> from 9am-5pm.
5. Request of the closure of the following streets:
  - a. South 4<sup>th</sup> Ave. W. between Bayfield St. and the ally starting at 3pm on Friday July 29<sup>th</sup> through Sunday 31<sup>st</sup> at 5pm (Staying within Patsy's regular hours)
6. Use of Coal Dock for the fireworks on the 30<sup>th</sup>.

Thank you for your consideration.

*Melissa Martinez*

Director, Washburn Area Chamber of Commerce

WASHBURN AREA CHAMBER OF COMMERCE

P.O. Box 74 - 128 W. Bayfield St Washburn, WI 54891 715-373-5017 [info@washburnchamber.com](mailto:info@washburnchamber.com) [www.washburnchamber.com](http://www.washburnchamber.com)

**City of Washburn**  
 119 Washington Avenue P.O. Box 638  
 Washburn, Wisconsin 54891  
 715-373-6160 www.cityofwashburn.org



Application must be submitted a minimum of 30 days prior to date of use.  
 Special Event Permits must be approved by the Common Council.

Reservations are not deemed valid until the fee of \$25.00-usage and \$25.00-security deposit has been paid at City Hall. The security deposit is refundable upon inspection. The applicant must pick up the security deposit or indicate to staff to destroy.

Pickup \_\_\_\_\_ Destroy \_\_\_\_\_

## Special Event Application / Permit

■ Copy of Permit Must Be In Possession During Use ■

Name of Event: Brownstone Block Party  
 Event Sponsor/Promoter: Washburn Area Chamber of Commerce  
 Nature of applicant: (i.e. charitable organization, corporation, association, individual, etc.) Chamber 501c6  
 If charitable organization, tax exempt number: \_\_\_\_\_ Is the public invited to this event? Public  
 Description of Event: Summer Citywide event to encourage the members of the Community to get out & enjoy their hometown.

### Facility Use Requested: (Check all that apply)

Memorial Park			Thompson's West End Park				
<input type="checkbox"/>	Waterfront	<input type="checkbox"/>	Playground	<input type="checkbox"/>	Beach	<input type="checkbox"/>	Boat Landing
<input type="checkbox"/>	East Campground*	<input type="checkbox"/>	West campground *	<input type="checkbox"/>	Campground *	<input type="checkbox"/>	Fishing Pier
<input type="checkbox"/>	Open area within circle	<input type="checkbox"/>	Pavilion #	<input type="checkbox"/>	Open area south of campground	<input type="checkbox"/>	Overflow area behind boat landing
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Fishing Pier	<input type="checkbox"/>	Pavilion #
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Playground	<input type="checkbox"/>	

\* Campground use will not include seasonal sites

Athletic Fields		Jackie's Field	
<input type="checkbox"/>	Baseball Field	<input type="checkbox"/>	Little League Field
<input type="checkbox"/>	Softball Field	<input type="checkbox"/>	Skate Park
<input type="checkbox"/>	East Ice Rink	<input type="checkbox"/>	West Ice Rink
<input type="checkbox"/>	Pavilion	<input checked="" type="checkbox"/>	Wikdahl Park
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Coal Dock
<input type="checkbox"/>	(Other)	<input checked="" type="checkbox"/>	Omaha property
<input type="checkbox"/>		<input type="checkbox"/>	

If City streets or trails are to be used, describe the streets & trails:

please see attached Request letter.

### Dates of Use:

Date(s) of Use:	<u>July 29, 2022 - July 31, 2022</u>			
Time of Use:	From:	<u>7</u> AM/PM	To:	<u>5</u> AM/PM
Date(s) of Use:	_____			
Time of Use:	From:	_____ AM/PM	To:	_____ AM/PM
Set Up Date:	<u>July 28, 2022</u>		Clean Up Date:	<u>July 31, 2022</u>

Will there be an admission charge, sale, solicitation, donation, or collection involved with your use? Maybe  
 What will the money raised be used for? If money is collected then it would go towards event costs (current + future).

Will there be vendors and/or concession booths at event provided by individuals not associated with sponsor?  
 Yes  No  Will there be a charge to vendors/concession booths? yes If yes, amount of charge: \$ 15-35  
 Will paid performers, speakers, etc., be used during the event? yes  
 Will there be a separate charge to attend the speakers program? no If yes, the amount of the charge \$ \_\_\_\_\_

Planned Activities:			Estimated Attendance: _____		
Yes	No	Check all Planned Activities	Yes	No	Check All Planned Activities
	<input checked="" type="checkbox"/>	Is food to be served by applicant?		<input checked="" type="checkbox"/>	Will caterer be used?
	<input checked="" type="checkbox"/>	Will alcohol be served? Sold? <u>Not by the Chamber</u>			Alcohol Beverage License: _____
<input checked="" type="checkbox"/>		Will Fireworks be displayed?			Fireworks Display Permit: _____
<input checked="" type="checkbox"/>		Will Porta-Toilets be provided?			Number of Porta-Toilets Planned: _____
	<input checked="" type="checkbox"/>	Will a dance be held? <u>Not by Chamber</u>		<input checked="" type="checkbox"/>	Bonfire?
<input checked="" type="checkbox"/>		Tents, canopies to be placed?	<input checked="" type="checkbox"/>		Amplified sound equipment to be used?
<input checked="" type="checkbox"/>		Stages to be placed?	<input checked="" type="checkbox"/>		Generators to be used?
<input checked="" type="checkbox"/>		Electricity to be used?			
<input checked="" type="checkbox"/>		On-site signs/banners to be placed?	<input checked="" type="checkbox"/>		Off site signs/banners to be placed?

If off site signs/banners are to be placed, note types and dimensions: our usual Block party  
Signs - Vinyl

Provide locations for off-site signs & banners: On trees coming into town before 11th Ave W.

Applicant's Certificate of Insurance Must Be Received By the City at Least 10 Days Prior to the Event			
Who is providing Insurance Coverage? Applicant? _____ Chamber? <input checked="" type="checkbox"/> Other: _____			
Type of Insurance	Name of Insurance Co.	Per Occurrence Limit	Aggregate Limit
General Liability		\$	\$
Alcohol Liability		\$	\$
Spectator Liability		\$	\$

**APPLICANT'S RESPONSIBLE PARTY WHO IS TO BE ON-SITE ON THE DAY OF THE EVENT**

Name: Melissa Martinez

Cell Phone: 715-292-4562 Home Phone: ☎

Any change, alteration or modification of intended use must be approved by the Common Council. Change of intended use, change in charges and fees, or change in disposition of funds raised may result in cancellation of this permit or a change in municipal fees. Any misrepresentation of your group or use, or failure to comply with municipal rules may result in expulsion from the park, forfeiture of future use and/or forfeiture of all fees & deposits.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT APPLICANT/ORGANIZATION SHALL HOLD THE CITY OF WASHBURN, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS HARMLESS FROM ALL DAMAGES, COSTS, OR EXPENSES IN LAW OR EQUITY THAT MAY AT ANY TIME ARISE OR BE SET UP BECAUSE OF DAMAGES TO PROPERTY OR PERSONAL INJURY RECEIVED BY REASON OF OR IN THE COURSE OF USING OR OCCUPYING THE FACILITY.**

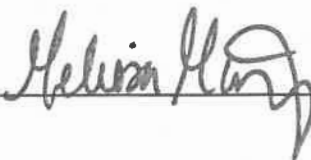
I and/or my organization, further expressly certify that I and/or my organization will be responsible for any damage or loss sustained to the grounds, building furnishings or equipment occurring, or clean-up required as the result of my and/or my organization's occupancy of the municipal facility.

Print Name Melissa Martinez

Title or Position: Director

Address: 100 W. Bayfield St.

City & Zip: Washburn 54891

Signature: 

WI Driver's License: \_\_\_\_\_

<sup>cell</sup> Home Phone: 715-292-4562

Work Phone: 715-373-5017

Fax: \_\_\_\_\_

e-mail: director@Washburnchamber.com

Date: 3/3/22

**FOR OFFICIAL USE ONLY**

PERMIT NO: \_\_\_\_\_

Application Reviewed by Common Council (Date): \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fee	Amount	Date Paid	Receipt No.	Waived By Council?	YES	NO
Facility Deposit	\$			Waived By Council?		
Cleanup Deposit	\$			Waived By Council?		
Pavilion Fee	\$			Waived By Council?		
Campsite Fee Charged	\$			Waived By Council?		
Park Use Fee	\$			Waived By Council?		
	\$					

**13**



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



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

To: Honorable Mayor and City Council Members  
From: Tony Janisch, Assistant City Administrator *Janisch*  
Re: Potential Amendments to Beer Garden Ordinance  
Date: March 28, 2022

There was discussion at a recent Plan Commission regarding the City's beer garden license requirements. This item is on the agenda to consider any desired changes to the ordinance.

According to State Statute 125.04(3)(a)3, applications for alcohol licenses must describe the premise where alcohol beverages are to be sold and stored. This premise is further identified on the issued license and alcohol beverages may only be sold and stored at these described premises. State Statute 125.10(1) further grants municipalities authorization to enact alcohol regulations and may prescribe additional regulation for the sale of alcohol beverages not in conflict with Chapter 125. This includes the power to enact and enforce zoning upon the location of consumption, 125.10(3).

According to City Ordinance 7-2-7(h), licenses issued by the City shall be for the structure itself and shall not confer any license or right to property outside the license structure. All sales shall be limited to and shall be made upon the premises described within the license granted by Common Council. The City does, however, allow for outdoor consumption of alcohol with the permitting of a Beer Garden [7-2-19], Temporary Extension of Premise [7-2-20] including the Covid-19 Temporary Extension of Premise.

Regarding potential changes outdoor premises, Police Chief Ken Johnson would like to insure that "...provided control over the operation of the Beer Garden." [7-2-19(b)] is in place and that the bartender can visually see the customer.

licensee or a licensed bartender in the employ of the licensee. All beer taps and automatic dispensers of alcohol beverages ("speed guns") shall be either disconnected, disabled or made inoperable.

### **Sec. 7-2-19 Beer Garden Licenses Required for Outdoor Consumption at Class "B" Premises.**

- (a) **Required for Outdoor Consumption.** No licensee shall permit the consumption of alcohol beverages on any part of the licensed premises not enclosed within the building, except under permit granted by the Common Council or under a permit granted pursuant to Section 7-2-20. The permits are a privilege in which no rights vest and, therefore, may be revoked by the Common Council at its pleasure at any time or shall otherwise expire on June 30 of each year. The fee for a Beer Garden permit shall be Ten Dollars (\$10.00). No person shall consume or have in his or her possession alcohol beverages on any unenclosed part of a licensed premises which is not described in a valid Beer Garden permit.
- (b) **Limitations on Issuance of Beer Garden Permits.** No permit shall be issued for a Beer Garden if the Beer Garden area is greater than fifty percent (50%) of the gross floor area of the adjoining licensed premises. Each applicant shall accurately describe the area intended for use as a Beer Garden and shall indicate the nature of the measures intended to visually demarcate the limits of the Beer Garden and the measure is intended to provide control over the operation of the Beer Garden. The provisions of Section 11-2-6 of the City of Washburn Code of Ordinances (Loud and Unnecessary Noise Prohibited) shall apply to the operations of beer gardens.
- (c) **Adjoining Property Owners to be Notified of Pendency of Applications.** All property owners within one hundred fifty (150) feet of the proposed beer garden shall be notified of the pendency of application for a Beer Garden permit by first class mail.
- (d) **State Statutes Enforced Within Beer Garden.** Every permittee under this Section shall comply with and enforce all provisions of Ch. 125, Wis. Stats., applicable to Class "B" licensed premises, except insofar as such provisions are clearly inapplicable. Violation of the provisions of Ch. 125, Wis. Stats., shall be grounds for immediate revocation of the Beer Garden permit by the Common Council.

### **Sec. 7-2-20 Temporary Extension of Licensed Premises for Special Events.**

- (a) **Authority.** The granting of a temporary extension of a licensed premises for special events shall authorize the licensee to sell or serve intoxicating liquors or fermented malt beverages, as permitted by the specific license held, during the period of time and in the area described in the application for such temporary extension, as expressly approved by the City Clerk.

Such authority, however, shall be contingent upon the licensee also obtaining any and all other special privileges or permits required for the conduct of the special event for which the temporary extension of the licensed premises is sought. Any licenses granted a temporary extension of licensed premises for a special event need not also obtain a license pursuant to Section 7-2-19 for said event.

- (b) **Eligibility.** Any person holding a valid license as defined in Section 7-2-4 may apply for temporary extension of such licensed premises for a special event. The area which the licensee wishes to include in any temporary extension of the licensed premises must be owned by or under the control of the licensee. If the applicant seeks a temporary extension of the licensed premises, such that the extended licensed premises would extend into or encroach upon public property or public thoroughfares, then the applicant shall also be required to obtain the applicable special privileges and/or permits that allow such use before the temporary extension of the licensed premises is issued by the City Clerk. The applicant shall also comply with all other applicable statutes, ordinances and resolutions of the City.
- (c) **Applicant's Responsibility.** Application for the temporary extension of licensed premises for special events shall be made by an individual, or authorized agent in the case of a corporation, limited liability company or other entity or association, who shall be personally responsible for compliance with all of the terms and provisions of this Chapter.
- (d) **Application.** An application for the temporary extension of licensed premises shall be filed on or before the deadline established by the City Clerk on forms provided by the City Clerk. The application shall be signed and sworn to by the applicant, if an individual; by one partner, if a partnership; or by a duly authorized agent, officer or member, if a corporation or limited liability company or other entity. The application shall include:
- (1) The name, business address and telephone number(s) of the applicant.
  - (2) The address of the existing licensed premises.
  - (3) A specific description of the site for which the temporary extension is sought, which may be accomplished by providing a map describing the area for which the temporary extension is sought.
  - (4) The name of the particular event or function for which the temporary extension of the licensed premises is sought.
  - (5) The date and period of time for which the particular event or function will be operated.
  - (6) Such other reasonable and pertinent information as the Common Council or City Clerk may require.
- (e) **Approval of Application.** The completed application shall be referred to the City Clerk, who shall determine whether to approve the permit. The City Clerk may take into consideration the following:
- (1) The appropriateness of the location and site for which the permit is sought and whether the event for which the permit is sought will create problems.
  - (2) The hours during which the event would be operated on the site and the likely effect of the event on the surrounding area.

- (3) Whether previous permits granted to the same applicant or to other applicants for the same site have resulted in neighborhood problems, including, but not limited to, complaints of loud music, noise, litter, and/or conduct that would be considered to be disorderly conduct.
  - (4) The opinion of the Chief of Police as to the appropriateness of the application.
  - (5) Any other factors which reasonably relate to the public health, safety and welfare.
- (f) **Denial of Application.**
- (1) If the City Clerk denies an application based upon the factors listed in Subsection (e), written notice of such denial will be communicated to the applicant within five (5) business days of such decision. The written notice of denial will contain an explanation of all the reasons considered for such denial.
  - (2) Any applicant that has had an application denied may request a *de novo* review of such application by the Common Council. Notice of such appeal must be submitted to the Common Council in writing within ten (10) business days of the applicant's receipt of the denial letter. At the next regularly scheduled Common Council meeting – or the following Common Council meeting if the appeal is not submitted with sufficient time for it to be placed on the agenda for the upcoming meeting – the Common Council will make a *de novo* determination on whether to approve or deny the application, which will be decided by a majority vote of the Council.
  - (3) If the Common Council issues a decision approving an application prior to the date of the special event, a temporary extension of licensed premises permit shall be issued for such event. If the Common Council issues a decision approving an application after the date of the special event has passed, such approval may be taken into consideration on future applications by the same applicant in addition to the factors listed in Subsection (e).
- (g) **Issuance.** If the City Clerk or Common Council grants the application for a temporary extension of licensed premises for special events, the City Clerk shall issue an appropriate document to the applicant confirming that fact and specifying the date, period of time and specific location for which the extended licensed premises shall be in effect. Such document shall also contain any restrictions or conditions which the City Clerk or Common Council may place on such approvals. The City Clerk shall inform the Chief of Police of the date, place and event for which the temporary extension of licensed premises was issued.
- (h) **Restrictions.**
- (1) Any extension of premises approval shall be for not more than a continuous twenty-four (24) hour period and shall be valid only at times that sales of alcoholic beverages are allowed by state law and by Title 7, Chapter 2 of the City of Washburn Code of Ordinances.
  - (2) The provisions of Section 11-2-6 of the City of Washburn Code of Ordinances (Loud and Unnecessary Noise Prohibited) shall apply to all extension of premises approvals.

- (i) **Covid-19 Temporary Extension of Premises.** In light of the social distancing guidelines in place due to the Covid-19 pandemic, applicants may apply for a temporary extension of premises under the following conditions:
- (1) The applicant must submit the necessary application, fee, and information as required for other extension of premises applications in this Section.
  - (2) The application must state how the applicant will use the extension of premises permit to meet or comply with local, state, and/or federal public health guidelines and orders requiring or recommending social distancing or other spacing considerations.
  - (3) All other requirements of this Subsection apply, except that a Covid-19 temporary extension license shall remain in effect so long as:
    - a. Any local, state, and/or federal public health agency has recommendations, guidelines, and/or orders recommending and/or requiring social distancing or other spacing; and
    - b. The extension of premises license is necessary for the applicant to comply with said recommendations, guidelines, and/or orders.
  - (4) All extension of premises approvals granted under this Subsection may be withdrawn upon a majority vote of the Common Council after notice of the intent to withdraw has been issued to the applicant and the applicant has had an opportunity to be heard.

**Sec. 7-2-21 through Sec. 7-2-29      Reserved for Future Use.**

**14**

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



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

To: Honorable Mayor and City Council Members

From: Tony Janisch, Assistant City Administrator *Janisch*

Re: Alcohol Licensing

Date: March 25, 2022

At the March Council meeting, Council approved staff to issue public notification and begin the administrative process for the application of an alcohol beverage retail license of Class "B" Fermented Malt Beverage (beer) and "Class B" Intoxicating Liquor to be sold on premise at 328 W. Bayfield St.; Patsy's Bar & Grill which will be under new ownership. Public notice of this application has been published in the Ashland Daily Press on March 22, 25 & 29, 2022.

Chief of Police Johnson inspected Patsy's Bar & Grill for the current licensing and has no concerns with the facility.

I recommend that Council approve the Alcohol Beverage Retail License of Class "B" Fermented Malt Beverage (beer) and "Class B" Intoxicating Liquor for Superior Shores Eats, INC., Robert Stadler serving as Agent, to be issued upon closure of sale.

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 04/20/2022 ending: 06/30/2022  
(mm dd yyyy) (mm dd/yyyy)

To the Governing Body of the:  Town of } Washburn  
 Village of }  
 City of }

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

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030938096-04</u>	
FEIN Number <u>88-0890222</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	<b>\$</b>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Superior Shores Eats, INC dba Patsy's Bar & Grill

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Stadler</u>	(First) <u>Robert</u>	(Middle Name) <u>L</u>	Home Address (Street, City or Post Office, & Zip Code) <u>50268 Beaser Rd Ashland, WI 54806</u>
Vice President / Member Last Name <u>Martinsen</u>	(First) <u>Gregory</u>	(Middle Name) <u>D</u>	Home Address (Street, City or Post Office, & Zip Code) <u>29189 US Hwy 2, Ashland, WI 54806</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Stadler</u>	(First) <u>Robert</u>	(Middle Name) <u>L</u>	Home Address (Street, City or Post Office, & Zip Code) <u>50268 Beaser Rd Ashland WI 54806</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Patsy's Bar & Grill Business Phone Number 715-373-5792  
 2. Address of Premises 328 W Bayfield St Washburn WI Post Office & Zip Code 54891

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
Building and attached parking lot @ 328 W Bayfield St Washburn, WI 54891.  
Block S35, Lots 1,2,3 entire building, covered porch, wood side porch, smoki

4. Legal description (omit if street address is given above): \_\_\_\_\_  
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued? Uncle Walleye LLC Agent Barbara Engelhard



6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? **If yes, explain.**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 02/22/2022 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No


\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]  Yes  No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No

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

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <b>Stadler, Robert, L</b>	Title/Member <b>Member</b>	Date <b>03/01/2022</b>
Signature 	Phone Number <b>715-292-2390</b>	Email Address <b>stadlers2010@gmail.com</b>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village of Washburn County of Bayfield  
 City

The undersigned duly authorized officer/member/manager of Superior Shores Eats, INC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Patsy's Bar & Grill

located at 328 W Bayfield St Washburn, WI 54891  
(Trade Name)

appoints Robert L Stadler  
(Name of Appointed Agent)  
50268 Beaser Rd Ashland, WI 54806  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 38 Years

Place of residence last year 50268 Beaser Rd Ashland, WI 54806

For: Superior Shores Eats, INC  
(Name of Corporation / Organization / Limited Liability Company)

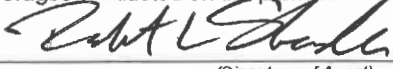
By: \_\_\_\_\_  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, Robert L Stadler, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 3/1/22 Agent's age 38  
(Signature of Agent) (Date)  
50268 Beaser Rd Ashland, WI 54806 Date of birth 07/17/1983  
(Home Address of Agent)

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

## Auxiliary Questionnaire Alcohol Beverage License Application

*Submit to municipal clerk.*

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Stadler		Robert		L	
Home Address (street/route)		Post Office	City	State	Zip Code
50268 Beaser Rd			Ashland	WI	54806
Home Phone Number		Age	Date of Birth	Place of Birth	
715-292-2390		38	07/17/1983	Ashland WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Member** of **Superior Shores Eats, INC**  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

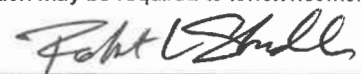
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 38 Years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Patsy's Bar & Grill	328 W Bayfield St Washburn,	2015	Present
The Safari Bar	423 E Main St Ashland, WI 5	2008	2017

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

 3/1/22  
(Signature of Named Individual)

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Martinsen		Gregory		D	
Home Address (street/route)		Post Office		City	
29189 US Highway 2				Ashland	
Home Phone Number		Age		Date of Birth	
715-292-3279		38		05/12/1983	
				Place of Birth	
				Ashland	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Member** of **Superior Shores Eats, INC**
- (Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

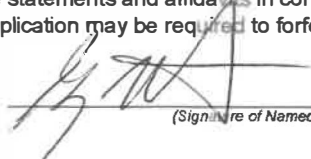
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 38 Years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Ashland Industries	1115 Rail Drive Ashland, WI	2012	Current
Employer's Name	Employer's Address	Employed From	To
Greg Martinsen Const.	29189 Us Highway 2 Ashland,	2007	2010

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature of Named Individual)

# **CITY OF WASHBURN**

## **Notice of Application Filed for Alcohol Beverage License**

**04/202022 - 6/30/2022**

1. Superior Shores Eats INC, Robert Stadler agent, dba Patsy's Bar, Corporation Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor, 328 West Bayfield Street.

Tony Janisch

Assistant City Administrator

Daily Press - legal notice – March 22, 2022; March 25, 2022; and March 29, 2022