

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 REORGANIZATIONAL CITY COUNCIL MEETING

DATE: Tuesday, April 17, 2018
TIME: 5:30 P.M.
PLACE: City Hall

AGENDA

- Call to Order
- Roll Call Attendance
- Pledge of Allegiance
- Mayoral Announcements and Proclamations
 - Notification of Opportunity to Attend New Officials Workshop Sponsored by League of Wisconsin Municipalities
- Election of Council President
- Election of Plan Commission Member (2/3 Vote Required)
- Confirmation of Council Member Appointments to Boards, Commissions, Committees
- Confirmation of Citizen Appointments to Boards, Commissions, Committees
- Discussion and Action on Approval of Contract with Dallenbach, Anich & Wickman, S.C. for Municipal Attorney Services with Max Lindsey as Primary Counsel
- Designation of Public Depository (s)
 - Bremer Bank
 - Chippewa Valley Bank
 - Northern State Bank
- Designation of Official Newspaper
 - Ashland Daily Press
- Discussion and Action on Appointment Process for Vacant 2nd District Alderperson Seat
- Adjourn

Daily Press
Website Library City Hall

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To: Honorable Mayor and City Council Members
From: ^{SK} Scott J. Kluver, Administrator
Re: Attorney Contract
Date: April 10, 2018

Enclosed you will find the proposed attorney contract. This contract is basically for two years, and accommodates David Siegler's last day on May 25, 2018. Max Lindsey will be brought in to all longer-term issues immediately after approval of this contract.

Please let me know if you have any questions.

CITY ATTORNEY AGREEMENT

This Agreement is made and entered into by the City of Washburn, a Wisconsin municipal corporation, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891, and Dallenbach, Anich & Wickman, S.C., 220 Sixth Avenue West, P.O. Box 677, Ashland, WI 54806, at the City of Washburn on the date of the last signature set forth below.

WHEREAS, the Mayor of the City of Washburn has appointed the Attorney to serve as the City Attorney for the City of Washburn for a two-year term, and the Common Council of the City of Washburn has confirmed the appointment;

NOW, THEREFORE the parties agree as follows:

1. Definitions. In this Agreement, "City" means the City of Washburn, acting by and through its Common Council. "Attorney" means Dallenbach, Anich & Wickman, S.C. "City Attorney" has the meaning set forth in sec. 62.09, Wisconsin Statutes with Max T. Lindsey acting as primary counsel to the City.

2. Appointment. The City appoints the Attorney to serve as its City Attorney pursuant to Section 2-3-4, Code of Ordinances, City of Washburn, Wisconsin, and the Attorney agrees to serve as the City's City Attorney.

3. Term. The term of the Attorney's appointment as City Attorney shall be from April 17, 2018 through April 20, 2020 with the understanding that Siegler Law Office, S.C. will be primary attorney until May 25, 2018.

4. Duties.

(a) General duties. The Attorney shall have the duties of the City Attorney as set forth in sec. 62.09(12), Wisconsin Statutes, and Section 2-3-4, Code of Ordinances, City of Washburn, Wisconsin, except for those legal duties assigned by the City to special counsel pursuant to sec. 62.09(12)(g). Sec. 62.09(12), Wisconsin Statutes, provides as follows:

(12) Attorney.

(a) The attorney shall conduct all the law business in which the city is interested.

(c) The attorney shall when requested by city officers give written legal opinions, which shall be filed with the clerk.

(d) The attorney shall draft ordinances, bonds and other instruments as may be required by city officers.

(e) The attorney shall examine the tax and assessment rolls and other tax proceedings, and advise the proper city officers in regard thereto.

(f) The attorney may appoint an assistant, who shall have power to perform the attorney's duties and for whose acts the attorney shall be responsible to the city. Such assistant shall receive no compensation from the city, unless previously provided by ordinance.

(g) The council may employ and compensate special counsel to assist in or take charge of any matter in which the city is interested.

(b) **Direction.** The parties understand and agree that the City Attorney's client is the City of Washburn, acting by and through its Common Council as a whole. The City may direct the work of the City Attorney through the Common Council acting as a whole, and also delegates its authority to direct the work of the City Attorney to the Mayor, the City Administrator/Clerk, Treasurer, and the Police Chief.

5. Compensation.

(a) **Ordinary fee.** The City shall pay the City Attorney a fee of \$2,500 for each month. Payment shall be made in advance no later than the second Tuesday of each month. The City understands and agrees that the Attorney is setting aside and reserving time for City business and is billing the City at a significant discount from the Attorney's regular rate, and therefore the City will pay the fee set out in this paragraph each month even if the City does not require the Attorney's services for the entire 20 hours allowed pursuant to Par. 5(b), below.

(b) **Ordinary time.** The Attorney shall provide up to 20 hours of legal services each month for the fee stated in Paragraph 5(a), above. Time is charged to the next tenth of the hour. All time spent on legal matters for the City shall be charged against this time allocation, including but not limited to meeting times; time for consultations, whether by phone or in person, with the Mayor, Council members, Clerk, City Administrator, department heads, and other employees; time spent reading and replying to mail and email; research and drafting of ordinances, policies, contracts, and other business or litigation documents; time spent investigating matters and preparing for hearings, trials, and other

proceedings and time spent attending such proceedings; and time spent meeting, talking to, or negotiating with other parties with whom the City has business. Time spent in travel to and from Washburn shall not be counted against the 20 hour allocation. The City Attorney shall charge only for time reasonably related to matters properly referred to him under Par. 4(b).

(c) Time statements. The Attorney shall submit to the City a statement of time spent each month no later than the tenth day of the following month.

(d) Extra services. Time spent by the Attorney in excess of 20 hours per month shall be paid by the City as follows: \$125 per hour for the next thirteen hours worked; \$150 per hour thereafter. The Attorney will include billings for extra services with the time statements submitted pursuant to Paragraph 5(c), above, and the City will pay for such extra services within 30 days of billing.

(e) Costs. In addition to fees, the City shall reimburse the Attorney for all costs incurred in providing services to the City, including but not limited to postage and delivery services (except for anything sent by standard mail), long distance phone calls and long distance faxes, photocopies over 100 pages, fees charged by courts and other public agencies, witness fees, service costs, other costs associated with litigation, and mileage at the current federal rate, provided that mileage will never be charged between Washburn and Ashland. The City will also pay the registration fee not to exceed \$300 of the League of Wisconsin Municipalities annual Legal Institute, or at the Attorney's request, the same amount for other continuing legal education related to municipal issues. In the event the Attorney represents other municipal clients, this fee will be distributed accordingly. Photocopies made in-house at the Attorney's office are charged at 10 cents per page after the first 100 pages. On occasional large copy jobs the Attorney will determine if the City wishes to do the copying in-house, or will job out the copying if it can be done at a lower rate. The Attorney will include billings for costs with the time statements submitted pursuant to Paragraph 5(c), above, and the City will pay for such costs within 30 days of billing.

6. Independent contractor status. The Attorney shall at all times be an independent contractor of the City and not an employee.

7. Declination of service. The Attorney reserves the right to decline to perform a particular service if in his opinion to do so would require a violation of any law or any rule of professional responsibility.

8. Termination. This Agreement may be terminated by either party upon 60 days written notice to the other, provided that notice of termination by the City shall follow compliance with the requirements of sec. 17.12, Wis. Stats., and upon such termination, the Attorney shall be compensated as provided herein, and

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To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator ^{SSK}
Re: Council Vacancy
Date: April 10, 2018

With Mr. Avol being elected to Mayor, his District 2 (Wards 2 and 3) Council seat is being vacated. The Council can appoint someone to the seat until April of 2019 when it would regularly be up for election. The Council can also call for a special election in November to fill the seat. I recommend keeping the appointment until the April 2019 reorganizational meeting.

Assuming the Council would like to fill the seat by appointment, I recommend accepting letters of interest from citizens until Noon on May 3rd, 2018. Action could then be taken at the May 14 Council meeting to fill the seat. As this is the District 2 seat, any eligible City of Washburn resident residing in District 2 (Wards 2 and 3) can apply. The letters should basically be a cover letter outlining interest, experience, vision, and any other information the Council may ask for.

Please let me know if you have any questions related to these matters.



2018 Local Government 101 Registration Form

Brookfield—May 4

Madison—June 1

Eau Claire—May 11

Appleton—June 8

Stevens Point—September 28

Thank you to our sponsors!

League Mutual Insurance
Stafford Rosenbaum LLP

Registration must be received at least 5 business days before the workshop date.

Local Government 101 Agenda

8:30 a.m.
Registration

9:00 a.m.
Welcome

Jerry Deschane, Executive Director or
Gail Sumi, Member Engagement Director,
League of Wisconsin Municipalities

Organization & Powers of Cities and Villages
Claire Silverman, Legal Counsel,
or Daniel Olson, Assistant Legal Counsel,
League of Wisconsin Municipalities

Recognizing and Avoiding Conflicts of Interest
Claire Silverman, Legal Counsel, or
Daniel Olson, Assistant Legal Counsel,
League of Wisconsin Municipalities

10:45 a.m.
Break

11:00 a.m.
Budgeting & Financial Oversight
Staff from Ehlers

12:15 p.m.
Lunch (included)

1:00 p.m.
Procedures for Local Government Meetings
Dan Hill, Retired Local Government Specialist

2:15 p.m.
Break

2:30 p.m.
Managing Public Works Activities
Ben Jordan, Transportation Information Center, Department of Engineering Professional Development, UW-Madison

3:45 p.m.
Adjourn

Choose a location/date:

- Brookfield: Embassy Suites Milwaukee/Brookfield, May 4
- Eau Claire: The Lismore, May 11
- Madison: The Holiday Inn Madison at the American Center, June 1
- Appleton: Radisson Paper Valley, June 8
- Stevens Point: Holiday Inn Hotel & Conference Center, September 28

Registrant's Name (please print)

Position

_____	_____
_____	_____
_____	_____

Contact Person (for questions regarding this registration)

Street Address _____

City _____ State _____ Zip Code _____

Municipality/Company _____

Phone _____ Email _____

Please check this box if you need accommodations regarding a disability or dietary restriction. We will contact you to make the necessary arrangements.

Registration Fee: \$85 (member) or \$110 (non-member) per person
Registration deadline for each workshop is five business days prior to that event.
Sorry, we cannot accept registrations by phone.

- I am paying by CHECK (made payable to League of Wisconsin Municipalities)
- I am paying by Credit Card Visa MasterCard

Card Number _____

Expiration Date _____ Security Code _____

Signature _____

THE FINE PRINT:

Only staff members and officials from cities and villages that are currently members of the League of Wisconsin Municipalities may register as members. Registration fees, minus a \$10 processing fee, are refundable if cancellation notice is given five or more business days before the workshop date

HOTEL INFORMATION:

Local Government 101 is designed to be a one-day workshop. However, a small block of rooms has been reserved for over-night reservations. Please call the hotel directly, and reference the League of Wisconsin Municipalities to receive the block rate. (See the PDF of complete hotel information at www.lwm-info.org on the Local Government 101 page.)

Online Registration: www.lwm-info.org

FAX: 608-267-0645

League of Wisconsin Municipalities
131 West Wilson Street, Suite 505
Madison, WI 53703

2018 LOCAL GOVERNMENT 101 HOTEL INFORMATION

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May 4, 2018

Embassy Suites Milwaukee Brookfield
262-782-2900 – Please identify yourself as being with League of WI Municipalities
\$104/nt single (\$20 per additional adult)

Reservations must be made before April 13, 2018.

May 11, 2018

The Lismore Eau Claire
715-835-8888 – Please identify yourself as being with League of WI Municipalities
\$82/nt

Reservations must be made before April 19, 2018.

June 1, 2018

Holiday Inn Madison at The American Center - Madison
608-249-4220 – Please identify yourself as being with League of WI Municipalities
\$82/nt single; \$99/nt double

Reservations must be made before May 20, 2018.

June 8, 2018

Radisson Paper Valley - Appleton
920-733-8000 – Please identify yourself as being with League of WI Municipalities
\$82/nt single; \$109/nt double

Reservations must be made before May 18, 2018.

September 28, 2018

Holiday Inn Hotel & Convention Center
715-344-0200, press #3 – Please identify yourself as being with League of WI
Municipalities - Local Government 101 Workshop; the Group Block Code is LGW.
\$82/nt single; \$109/nt double; \$136/nt triple; \$163/nt quad

Reservations must be made before September 7, 2018.