CITY OF WASHBURN
119 Washington Avenue
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Washburn, WI 54891

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NOTICE OF FINANCE COMMITTEE MEETING Monday, April 9, 2018 City Hall 4:30PM

- Committee Review-Monthly Expenditures

NOTICE OF CITY COUNCIL MEETING
Monday, April 9, 2018 Washburn City Hall 5:30 PM

AGENDA

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council Meetings – March 12 and March 19, 2018
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
  - Recognition of Service
- Presentation & Discussion on the Washburn Library Annual Report – D. Pendergrass, Presenting **TAB 1**
- Presentation & Discussion on Public Works Bi-Monthly Report – G. Salmi, Presenting **TAB 2**
- Discussion & Action on West End Park Planning and Improvements **TAB 3**
- Discussion & Action on Jackie's Field Site Plan for Improvements **TAB 4**
- Discussion & Action on Renewal of Lease Agreement of Thompson's West End Park Boat Ramp Area for North Coast Community Sailing- Hillary Jewell, Petitioner **TAB 5**
- Discussion & Action on Adjustment of Fee Schedule for Refuse/Clean-Up Days **TAB 6**
- Discussion & Action on Plan Commission Recommendation to Approve Ordinance 2018-001 Binging the City's Zoning Code into Conformity with 2017 Wisconsin Act 67 by Amending Chapter 13 of Washburn City Ordinances **TAB 7**
- Discussion & Action on Grant Agreement with the Wisconsin DOT on the Harbor Assistance Program for the Coal Dock Rehabilitation Project **TAB 8**
- Discussion & Action on Agreement with Washburn Marina Inc. for Use of City Logo for Marketing Purposes **TAB 9**
- Discussion & Action on Request to Close East 6th Street from Mid-Block to the Intersection of 2nd Avenue East and 2nd Avenue East from E. 5th Street to E. 6th Street for a Bicycle Rodeo – Bayfield County Sheriff's Department and Washburn Police Department, Petitioners **TAB 10**
- Discussion & Action on Special Event Campground Reservation/Community Service Request, Top-O-Wisconsin Good Sam Chapter, May 20 – 24, 2018 **TAB 11**
- Alcohol Licensing Matters - **TAB 12**
  - Issuance of a Class "A" License (Beer) to Midland Services, Inc.; at 137 W. Bayfield Street, Blake Nelson – Agent
  - Bartender License Applications – #19 – 49 through 52
- Adjourn

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

March 12, 2018 **CITY OF WASHBURN COMMON COUNCIL MEETING**

5:30PM Washburn City Hall

Present: City Council Members:	Richard Avol, Jeremy Oswald, John Gary, Robert Arquette, Karen Spears Novachek, Jennifer Maziasz, Mary McGrath
Municipal Personnel:	Mayor Scott A. Griffiths, City Administrator Scott J. Kluver, Assistant City Administrator Dan Stoltman, City Attorney Siegler
Excused Absence:	None

Call to Order - Meeting called to order at 5:30PM by Mayor Griffiths. 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 February 12, 2018– A motion was made by Novachek to approve the February 12, 2018 minutes, second by Arquette. Motion carried unanimously.

Approval of Expenditures- A motion was made by McGrath to approve the monthly expenditures from the February 12 and March 12, 2018 meetings, second by Avol. Motion carried unanimously via roll call vote.

Public Comment – None

Mayoral Announcements, Proclamations, Appointments- None

Presentation & Discussion on Ambulance Coverage and Need to Increase Available EMTs – Washburn Area Ambulance Director Dan Clark gave a presentation on the current status of the ambulance service and discussed the need to find a solution for better area coverage. EMT Carrie Okey spoke. She stated that the service needs more volunteers and more public awareness of the problem. A discussion took place on how the EMT service functions. No motion was made.

Discussion & Action on Buying-In to Xcel Energy's Solar Connect Project – Mike Beau of Xcel Energy gave an overview of the project. A discussion took place on the city investing in the project. It was stated an investment in the project would be financially beneficial to the city in the long term. A motion was made by Novachek to approve the recommended investment of $125,000 ($25k from the water utility, $50k from storm water, $50k general fund) into the Xcel Energy Solar Connect project to benefit the sewer utility and be repaid as outlined in the memo, second by Avol. The motion carried unanimously.

Discussion & Action on Placement of Public Art Donation in Honor of Tom Blake on Island Off of Thompson's West End Park – Jesse Woodward, Petitioner – The Mayor gave an overview of the project. Attorney Siegler stated the main issue is that it is not clear whether the man-made island(s) where the art work is being proposed is in the city limits, and is not certain who does have jurisdiction over the island. It was stated that it could be the State or Bayfield County that will have the say in whether or not the artwork is allowed. Jesse Woodward spoke. He stated that he would be open to other areas as well if the original location does not work out. It was stated that the Council is agreeable to the project and finding a location if the original location does not work out. It was stated that Jesse Woodland should contact the State and or County. No motion was made.

Discussion & Action on Resolution #18-002 Authorization to Apply for Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant for the Washburn Iron Works Expansion and Sewer Main Relocation Project – Kluver gave an overview of the topic. A discussion took place on applying for the grant. A motion was made by Avol to approve Resolution #18-002 authorization to apply for Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant for the Washburn Iron Works expansion and sewer main relocation project, second by Arquette. Motion carried 6-1 with McGrath opposed.

Discussion & Referral to Plan Commission for Request for Vacation of the East 418 Feet from First Avenue East of East Memorial Park Drive – Washburn Iron Works, Petitioner – No discussion took place. A motion was made by Avol to approve the referral to Plan Commission for request for vacation of the East 418 feet from First Avenue East of East Memorial Park Drive – Washburn Iron Works, Petitioner, second by Gary. Motion carried unanimously.

Discussion & Action on Chamber of Commerce Use of Thompson's West End Park, Wikdal Park, City Hall Plaza, and the Coal Dock; Closure of Portions of Bayfield Street, 5th Avenue West, 1st Avenue West, 2nd Avenue West, and 4th Avenue West; and Relaxation of Open Container and Noise Ordinances all at Certain Times during Brownstone Block Party Activities July 27 through July 29, 2018 – No discussion took place. A motion was made Avol to approve the Chamber of Commerce use of Thompson's West End Park, Wikdal Park, City Hall Plaza, and the Coal Dock; Closure of Portions of Bayfield Street, 5th Avenue West, 1st Avenue West, 2nd Avenue West, and 4th Avenue West; and relaxation of open container and noise ordinances all at certain times during Brownstone Block Party activities July 27 through July 29, 2018, second by Novachek. Motion carried unanimously.

Discussion & Action on Chamber of Commerce Request to Close North 3rd Avenue West from Bayfield Street to the Alley for Dandelion Days on June 9, 2018 – No discussion took place. A motion was made by Novachek to approve the on Chamber of Commerce request to close North 3rd Avenue West from Bayfield Street to the alley for Dandelion Days on June 9, 2018, second by Maziasz. Motion carried unanimously.

Alcohol Licensing Matters –

-Issuance of a Class "A" License and "Class A" License to Hansen's IGA, Inc.; at 226 W. Bayfield Street, Donna Kolonko – Agent – No discussion took place. A motion was made by Avol to approve the issuance of a Class "A" License and "Class A" License to Hansen's IGA, Inc.; at 226 W. Bayfield Street, Donna Kolonko – Agent, second by Maziasz. Motion carried unanimously.

-Bartender License Applications – #19 – 47 and 48 – No discussion took place. A motion was made by McGrath to approve bartender license applications – #19 – 47 and 48, second by Maziasz. Motion carried unanimously.

Closed Session Items

-Review of City Attorney Interview Questions – A motion was made by Avol to go into closed session at 6:54pm pursuant to Wisconsin State Statute §19.85(1) (c), for personnel matters following which the Council may reconvene in open session to take any action that may be necessary on the closed session items, second by Novackek. The motion carried unanimously via roll call vote.

Adjourn – A motion was made by Avol to adjourn at 7:48pm, second by Maziasz. Motion carried unanimously.

Dan Stoltman
Assistant City Administrator

FINANCE COMMITTEE MEETING 4:30PM
Committee Member Richard Avol, Jennifer Maziasz, Mary McGrath reviewed monthly expenditure vouchers.

March 12, 2018 **CITY OF WASHBURN COMMON COUNCIL CLOSED SESSION MEETING**

5:30PM Washburn City Hall

Present: City Council Members:	Richard Avol, John Gary, Robert Arquette, Karen Spears Novachek, Jennifer Maziasz, Mary McGrath
Municipal Personnel:	Mayor Scott A. Griffiths, City Administrator Scott J. Kluver, Assistant City Administrator Dan Stoltman, City Attorney Siegler
Excused Absence:	Jeremy Oswald

Closed Session: in at 6:54pm out at 7:48pm

Review of City Attorney Interview Questions – Oswald excused himself from the meeting citing a conflict of interest. A discussion took place on the questions. Council and the city attorney discussed changes to the questions and offered alternative questions. It was decided to remove questions number 9, 2, and 3 and modify others. No motion was made.

Adjourn – A motion was made by Avol to adjourn at 7:48pm, second by Maziasz. Motion carried unanimously.

Dan Stoltman
Assistant City Administrator

March 19, 2018 **SPECIAL CITY OF WASHBURN COMMON COUNCIL MEETING**

5:30PM Washburn City Hall

Present: City Council Members:	Richard Avol, John Gary, Robert Arquette, Karen Spears Novachek, Jennifer Maziasz, Mary McGrath
Municipal Personnel:	Mayor Scott A. Griffiths, City Administrator Scott J. Kluver, Assistant City Administrator Dan Stoltman, City Attorney Siegler
Excused Absence:	Jeremy Oswald

Call to Order/Roll Call - Meeting called to order at 5:30PM by Mayor Griffiths. Roll call attendance depicted six (6) of seven (7) members of the Common Council in attendance. Quorum of the Council recognized.

Closed Session Items – A motion was made by Maziasz to go into closed session at 5:30pm pursuant to Wisconsin State Statute §19.85(1) (c), for personnel matters following which the Council may reconvene in open session to take any action that may be necessary on the closed session items, second by Avol. Motion carried unanimously via roll call vote.

Conduct Interviews of City Attorney Applicants – *Interview 1* Craig Haukaas and Vincent Kurta represented Haukass Law Office, S.C. Both gentlemen gave an introduction about themselves as well as the law firm. The two gentlemen took questions from the Council. *Interview 2* Max Lindsey represented Dallenbach, Anich & Wickman, S.C. Mr. Lindsey gave an introduction about himself and the firm. Mr. Lindsey took questions from the Council.

Review Applications/Consider Offer and Terms for City Attorney Position – Discussion took place amongst Council (attorney Siegler was not present) on the interviews. Both candidates were discussed. A motion was made by McGrath to have city administration begin contract negotiations with Dallenbach, Anich & Wickman, S.C. with Max Lindsey as the principal attorney, second by Novackek. Motion carried 5-1 Arquette no.

Adjourn – A motion was made by Avol to adjourn at 8:07pm, second by Novackek. Motion carried unanimously.

Dan Stoltman
Assistant City Administrator

1

Submitted by Darrell Pendergrass – director, Washburn Public Library

2017/2018 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 actual document reveals to the casual observer a lot of numbers and figures – it's the interpretation of those numbers and what they mean that gives the report it's worth.

Washburn has seen a decrease in circulation in recent years:

Total physical checkouts:

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	2008 – 55,145

In 2017 Washburn saw a decrease of 3,006 checkouts, or just over 7-percent. The obvious question is - why is there a decrease in circulation? First, the sky isn't falling. There are many possible answers – increased reliance on the Internet, affordable E-readers like the Kindle, and so on. And though, generally, the physical checkout of books and other materials are looked on as the worth of a library by some, our library does much more than just circulate books. In 2017 we had 2,742 e-book checkouts; 1,357 e-audio checkouts; for 4,113 total uses of electronic material. In 2017 we had 6,989 uses of public internet computers, and 10,499 router-counted uses of the public wireless internet. In 2017 the library had 70,916 visits.

City of Washburn Checkouts

In 2017 Washburn city residents had 20,682 checkouts – 51% of total checkouts. Children's and young adult checkouts were 14,875 in 2017, staying steady, as in 2016 it was 15,059.

Of the total checkouts of all material types in 2017, Washburn had 13,141 adult book checkouts – compared to 9,755 video checkouts. Washburn youth/children checked out 11,070 books – compared to 3,368 video checkouts. Other libraries have far more video checkouts than books.

Other measures

According to room usage sheets and program attendance counts, 2,890 people made use of the library for meetings, programs and gatherings in 2017. The actual number is likely higher, as not every group fills out usage sheets.

The Washburn Public Library is open 52 hours a week. In comparison, the Duluth Public Library is open 51 hours per week. We often open in bad weather, even when schools close. Often times we shovel our own sidewalks. We often do our own weed-whipping. Staff have changed tires for patrons and given rides to people in need.

In 2017 the library hosted six weeks of Summer Reading Programs. We had the Truly Remarkable Loon juggling show this past summer; a real-life experience for many who might not otherwise be able to see entertainment of this caliber. We proctor testing for home-schoolers and on-line students; we have outreach programs at the Northern Lights Nursing Home and the assisted-living center and we provide home delivery for shut-ins. We annually host the city's only Easter Egg Hunt. We work with the Washburn School District to provide work/volunteer experience for At-Risk students; we work with the Bayfield County Judicial System to help individuals fulfill Community Service hours; and we search out grant sources.

Through interlibrary loan we provided 5,362 items to other libraries, while bringing in 6,280 items to Washburn. Essentially, local residents can receive any book or DVD in the world within a relatively short amount of time.

Washburn Public Library also has many dedicated volunteers who care deeply about the library. Each year in February we have a Volunteer Appreciation Dinner where a volunteer of the year is recognized. The library board receives no compensation whatsoever for their time and effort. The library work force is just 2.68 FTEs (full-time equivalents); the director is the only full-time employee, with four other part-time staffers, and two very part-time janitorial workers.

In 2018 the Washburn Public Library received $115,597 in City Funding. In 2017 City Funding was $115,195 – plus an additional $5,000 late in the year to cover insurance costs related to elevator/lightning strike damage.

Using the funding formula from DPI, the cost per checkout rose to $4.39 an item in 2017, up from $3.96 an item in 2016. Again, this new cost per checkout is not significantly higher nor out of line with other libraries in NWLS. An increase in cost per checkout does not cost the Washburn taxpayer additional money.

(Bayfield County offers capital improvement grants to the libraries in Bayfield County; eligibility is based on each library's municipality funding its library at the same amount, or more, than the previous year. In 2018 the Washburn Library asked for and was awarded $4,875 to help with accessibility upgrades – automatic doors, ramp and handrail improvements.)

It should be noted, costs to the City of Washburn taxpayer to operate the Washburn Public Library dropped in 2006 and remained nearly stable through 2011.

Budget brief

The county funding is based on a reimbursement plan that uses a cost per checkout formula. If a library spends less money and the cost per checkout decreases, that library can only request less money. When comparing the 2018 budget to the 2005 budget, the total increase is $8,562.

In the past, Bayfield County funded the Washburn Public Library at a 100-percent reimbursement rate, well above the 70-percent as required by law. That percentage has decreased in recent years.

History of Bayfield County funding for Washburn Public Library

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

2019 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 2017 circulation 15,320 checkouts are Bayfield County's responsibility. Using the reimbursement formula, the Washburn Public Library can make a 2019 request of $67,254 at 100-percent. However, Bayfield County could potentially reduce its funding to $47,077.

The best case scenario budget for 2019 is $183,813 – if the City of Washburn maintains its current level of funding - $115,597/City and $67,254/County and $962/Cross-County.

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

The best-guess for the 2019 budget is $168,277 - $115,597/City and $51,718/County and $962/Cross-County. Or, right about where we are in 2018

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

2017/2018 Annual Report Bullets

- Circulation in 2017 was 40,487
- City funding in 2018 is $115,597
- County funding in 2018 is $53,381
- Best-guess budget projection for 2019 is $168,277

Wisconsin Department of Public Instruction
PUBLIC LIBRARY ANNUAL REPORT
PI-2401 (Rev. 1-18)

S. 43.05(4) & 43.58(6)

FOR THE YEAR 2017

INSTRUCTIONS: Complete and return two (2) original signed copies of the form and attachments to your system headquarters.

Board-approved, signed annual reports for 2017 are due to the DPI Division for Libraries and Technology no later than March 1, 2018.

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 Gr 2	4b. Certification Type Regular		5. Certification Expiration Date 07/31/2018
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 (715)373-6172	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 your 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 your library such a joint library legally established under Wis. Stat. s. 43.53? No				
19a. Winter Hours Open per Week 52	19b. Number of Winter Weeks 32	19c. Summer Hours Open per Week 52	19d. Number of Summer Weeks 20		
20. Square Footage of Public Library 4,845	21. Did your library or a branch move to a new facility or expand an existing facility during the fiscal year? Yes		22. DUNS Number *Nine digits* 159537216		

II. LIBRARY COLLECTION

	a. Number Owned / Leased	b. Number Added
1. Books in Print *Non-periodical printed publications*	20,915	1,014
2. Electronic Books *E-books*	136,913	
3. Audio Materials	2,195	137
4. Electronic Audio Materials *Downloadable*	44,831	
5. Video Materials	3,258	216
6. Electronic Video Materials *Downloadable*	943	
7. Other Materials Owned *Describe* kits	31	
8. Electronic Collections *Locally Owned or Leased*	3	
9. Total Electronic Collections *Local, regional, and state*	55	
10. Subscriptions *Include periodicals and newspapers, exclude those in electronic format*	53	

III. LIBRARY SERVICES

1. Circulation Transactions		2. Interlibrary Loans	
a. Total Circulation	b. Children's Materials	a. Items Loaned *Provided to*	b. Items Received *Received from*
40,487	14,975	5,362	6,280

3. Number of Registered Users			4. Reference Transactions		5. Library Visits	
a. Resident	b. Nonresident	c. TOTAL	a. Method	b. Annual Count	a. Method	b. Annual Count
1,673	1,156	2,829	Did Not Collect		Actual Count	70,916

6. Uses of Public Internet Computers		7. Uses of Public Wireless Internet		8a. Local Electronic Collection Retrievals	8b. Total Electronic Collection Retrievals
a. Method	b. Annual Count	a. Method	b. Annual Count		
Actual Count	6,989	Router Count	10,399	-1	0

9. Uses of Electronic Materials by Users of Your Library				
a. E-Books	b. E-Audio	c. E-Video	d. Total Uses of Electronic Materials	e. Uses of Children's Electronic Materials
2,742	1,357	14	4,113	559

10. Programs and Program Attendance Annual Count					11. Number of Public Use Computers	
	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL	a. Total	b. Internet Access
Number of Programs	100	0	20	120	6	6
Total Attendance	1,100	0	160	1,260		

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. Report changes to the Division for Libraries and Technology as they occur. When reporting such changes, indicate the departing board members.*

First Name	Last Name	Street Address	City	ZIP+4	Email Address
PRESIDENT 1. Margo	Smith	201 Faulkner Road	Washburn	54891	msmith@washburn.k12.wi.us
2. John	Adams	30900 County Road C	Washburn	54891	johnadams0909@gmail.com
3. John	Gary	506 East 4th Street	Washburn	54891	jhgary215@charter.net
4. Mary	Obrien-Cotherman	27 East Fifth	Washburn	54891	maryoandsteveo@gmail.com
5. Diane	Posner	119 N. 9th Ave. West	Washburn	54891	sdposner@charter.net
6. Thomas	Cogger	28745 S. Maple Hill Road	Washburn	54891	thomasjcogger@gmail.com
7. Les	Alldritt	417 Fifth St. West	Washburn	54891	lalldritt@northland.edu
8.					
9.					
10.					
11.					
12.					

No. 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	$120,195
	Subtotal 1	$120,195

2. County

a. Home County Appropriation for Library Service — Subtotal 2a: $53,270

b. Other County Payments for Library Services

County Name	Amount	County Name	Amount
Ashland	$1,421		
Douglas	$471		
Sawyer	$3		
Washburn	$64		
		Subtotal 2b	$1,959

3. State Funds

a. Public Library System State Funds

Description	Amount	Description	Amount
Collection Development Grant	$1,345		
Telecommunications Support	$471		
b. Funds Carried Forward from Previous Year	$0	c. Other State Funded Program	0
		Subtotal 3	$1,816

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

Program or Project	Amount
	$0
Subtotal 4	$0

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

Name	Amount	Name	Amount
Town of Washburn	$500		
		Subtotal 5	$500

6. Funds Carried Forward *Do not include state aid. Report state funds in 3b above.*	7. All Other Operating Income	8. Total Operating Income *Add 1 through 7*	9. What is the 2018 annual appropriation provided by your governing body/bodies for your public library?	10. Was your library's municipality exempt from the county library tax for 2017? *Wis. Stat. s. 43.64(2)*
$0	$0	$177,740	$117,582	Yes

VI. LIBRARY OPERATING EXPENDITURES

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

1. Salaries and Wages *Include maintenance, security, plant operations*	2. Employee Benefits *Include maintenance, security, plant operations*
$90,931	$12,354

3. Library Collection Expenditures

a. Print Materials	b. Electronic Materials	c. Audiovisual Materials	d. All Other Library Materials	e. Subtotal 3
$14,212	$734	$1,421	$3,317	$19,684

4. Contracts for Services *Include contracts with other libraries, municipalities, and library systems here. Include service provider.*

Provider	Amount	Provider	Amount
NWLS - Merlin Fees	$6,056	Teleforms	$13
Wisenet	$345	Badernet	$1,260
Wiscat	$100		
Delivery	$600		
Software Updates	$222		
Movie License	$255		
		Subtotal 4	$8,851

5. Other Operating Expenditures	$45,920
6. Total Operating Expenditures *Add 1 through 5*	$177,740
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.
Do not report any expenditures reported above. Provide a brief description of any expenditures.

Source	Brief Description of Expenditure	Revenue	Expenditure
a. Federal			
b. State			
c. Municipal	ADA Accessibility	$2,000	$2,000
d. County			
e. Other			

2. Debt Retirement	3. Rent Paid to Municipality/County	Total Revenue	Total Expenditure
$0	$0	$2,000	$2,000

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: $6,056

IX. TRUST FUNDS

1. Total Amount of Trust Funds Held by the Library Board at End of Year: $67,098

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	$41,455	40.00				
library assistant	Other	$14	24.00				
library assistant	Other	$14	20.00				
library assistant	Other	$14	8.00				
circulation assistant	Other	$11	14.00				

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	1.65	2.65

XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

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

20,057

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 Your County	858	15,320	16,178
3. Circulation to Nonresidents Living in Another County in Your System	3,329	298	3,627
4. Circulation to Nonresidents Living in an Adjacent County Not in Your System	0	0	0

5. Circulation to All Other Wisconsin Residents: 124

6. Circulation to Persons from Out of the State: 128

7. Are the answers to items 1 through 6 based on actual count or survey/sample? Actual

8a. Does your 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, do you 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. Ashland	174	f.	
b. Douglas	32	g.	
c. Sawyer	26	h.	
d. Washburn	43	i.	
e.		j.	

XII. TECHNOLOGY

1. Does your library provide wireless Internet access for patrons' mobile devices? Yes

2. What type of Internet connection do you have? *Mark all that apply*
   - [x] a. State TEACH line
   - [ ] b. Other broadband connection *Local cable, telco, community network, etc.*

3. Does your library use any type of Internet filtering software or service?
   - [ ] a. Yes, on all Internet workstations
   - [ ] b. Yes, on some Internet workstations
   - [x] c. No filtering on any Internet workstation

4. Does your library use door counters? Yes

XIII. LITERACY OFFERINGS AND DROP-IN ACTIVITIES

1. Literacy Offerings *Umbrella events that include programs and/or drop-in activities planned for a limited duration which specifically encourage individuals involved to read or build literacy skills in a focused way.*

	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL
Number of Summer Literacy Offerings	1	0	0	1
Total Unduplicated Individuals Involved	1	0	0	1
Number of Other Literacy Offerings	0	0	5	5
Total Unduplicated Individuals Involved	0	0	0	0

2. Drop-in Activities *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.*

	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL
Number of Drop-in Activities	0	0	0	0
Total Drop-in Activity Participation	0	0	0	0

3. 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	dterry@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 country 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 your 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	Name of President *Print or type*	Date Signed
➢		
Library Director / Head Librarian Signature	**Name of Director / Head Librarian *Print or type***	**Date Signed**
➢		

STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

As required by Wis. Stat. s. 43.58(6)(c), the following statement with the appropriate wording indicated (that the library system either did or did not provide effective leadership and adequately meet the needs of the library) must be approved by the library board. The decision about whether the library system did or did not provide effective leadership and adequately meet the needs of the library 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 (*Name of Public Library*) Board of Trustees hereby states that in 2017, the Northern Waters Library Service (*Name of Public Library System / Service*)

Indicate with an X one of the following two statements.

- [X] **Did** provide effective leadership and adequately meet the needs of the library.
- [ ] **Did not** provide effective leadership and adequately meet the needs of the library.

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

* The statement ***may*** be sent directly to Wisconsin Department of Public Instruction, ATTN: Maria Ingraham, Division for Libraries and Technology, P.O. Box 7841, Madison, WI 53707-7841. This page need not be forwarded to your library system.

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 your public library system.

President, Library Board of Trustees Signature	Name of President *Print or type*	Date Signed
➢		

COMMENTS

2

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

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

Date: March 16, 2018

To: Scott Kluver, Administrator

From: Gayla Salmi, Director of Public Works

Re: February Public Works & Utility Activities Report

Street Department:
Three heavy equipment operators

Street Snow Removal
Snow removal days- the crew starts at 4:00 AM.
Five days snow removal in February.
February 4, 19, 20, 23, 25.

Bayfield Street Sidewalk Snow Removal.
Six days snow removal in February.
February 1, 20, 22, 26, 27, 28.

Garage
One mechanic/equipment operator.
Daily street snow removal equipment maintenance.
Familiarization and entry of equipment/vehicle maintenance to "Maintenance Pro" software.
Scheduled garage and equipment clean up 2/2 & 2/16/18 (all staff).

Parks - West End Park
Book across the Bay
Prepare grounds and set up 2/13- 2/16/18.
Cleanup 2/19/18.
Refurbished picnic tables.
Install new sinks, and fixtures.

Facilities
One Custodian
City Hall, ambulance hall, library, public works garage, wastewater treatment plant, ice rink.
Daily snow removal, cleaning and maintenance.
Set up election equipment for test 2/13/18.
Set up election equipment 2/19/18.
Tear down election equipment 2/21/18.

DPW - Purchase Orders for
Compost Site: Permit Application sent to Xcel for electrical pedestal.
Equipment: 10' Boss Plow for Dodge 5000- dump truck.

Waterworks Utilities:
Two water/wastewater operators

Water Pumping & Distribution
Pumped 3.727 million gallons of water – January 2018.
Met Cross Control survey target of 15 residential/low risk commercial.
Hydrant snow removal/installed marker flags.

WI DNR Water Compliance Testing & Reporting
Annual Well 1&2 inspections & maintenance conducted by McCarthy Well Co. 2/12/18.
Annual Nitrate samples taken from wells 1 & 2.
Submitted Well 1 & 2 pumping reports.
Met monthly bacteriological sampling requirements.

Wastewater
Treated 3.787 million gallons of wastewater – January, 2018.

WI DNR Wastewater Compliance Testing & Reporting
Met wastewater monthly sampling requirements.
Submitted (DMR) Discharge Monitoring Report – January, 2018.

Special Projects
Present proposal to City Council become lab certified to test Total Suspended Solids (TSS) 2/12/18.
Submitted Total Suspended Solids (TSS) lab certification application.
Consulted with STAAB Construction for cost estimates:

- Relocate of new fine screen.
- Installation of railing around aeriation zone.
- Installation of catwalk over aeriation zone.

Director of Public Works:

Finance
Review 2017 budget year end, and 2018 YTD.
Monthly bill coding.

Human Resources
Prepare annual employee reviews.

Safety:
Schedule employee Hepatitis B inoculations.
Safety meeting 2/12/18 Scheduled on the second Monday of each month.
"Make it Safe Make it Personal" Video DuPont.
"It wasn't me" Safety Video.
Incident/Accident Review Team (12 month term). Appointment of Ron Leino, Joel Weber, and Russ Weber - 2/12/2018.
Convene Incident/Accident Review Team to review 2/28/2018 accident in garage. No injuries.

Streets
Snow removal

- Begin work on snow removals days at 5:00 AM for oversite, and assistance if needed.
- Conduct sidewalk clearing survey/take pictures complete and file non-compliance notices.
- Respond to snow removal complaints/ mail box complaints.

Draft mailbox letter describing height and model of mailbox posts that survives snow removal efforts during high snowfall.

- Take pictures of successful mail boxes on swinging poles.
- Take pictures of failed mail boxes & posts.

Prepare 2018 & 2019 Culvert repair /replacement plan.
Prepare map and specs for 2018 scrub seal.

Parks
Prepare specs for brush hog (rotary mower) quotes.
Prepare specs for West End bathroom floor tile project.

Tree Management
Wisconsin Community Tree Management Institute (WCTMI) Sponsored by WI DNR.
Attendance: Feb. 6, & 7, 2018
WCTMI Project Proposal: Tree Inventory Update Proposal.
Consulted with Kelli Tuttle – Bluestem Arborist to discuss existing City tree management inventory.

Tree clearing at 8th Ave. West and Holman Lake Rd. Contact with Steve Lavelle, WIDNR regarding:

- Tree removal from West End Overflow area.
- Effect of removing trees on watercress.
- Final planning meeting with tree service at West End Park.

Utilities
2019- 2021 Information gathering for capital project planning.
Coordinate and schedule Cross Connection Surveys.
Organize 2017-02018 completed cross connection surveys to excel spreadsheet.
Create an excel spreadsheet of high/low risk commercial/industrial/public authority entities for tracking.

- 35 high risk entities are required to hire a licensed plumber to conduct inspections every 2 years.
- 49 low risk entities are required to have cross connection survey completed every 10 years.

Prepare for March 2, 2018 WIDNR compliance meeting.

Deputy Zoning
Review proposed Family Dollar sign site plan.
Meet with John Hopkins (new owner of The Sauce Building).
Issue permits- Last permit issued in February # 18-007 Upload permits to Zoning Hub (Civic Ware).

3

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: West End Park Planning and Improvements

Date: March 29, 2018

Since the last meeting, there has been a stir on the activities that have taken place at Thompson's West End Park. The City has received both positive and negative comments on tree removals that have taken place so far. In addition, comments that have seen show that there is a lack of understanding with that area in the park. There are also several projects in the park that we are planning yet. It is my intention to outline all of these various items here.

First, I will discuss the tree removals. The swath that was taken from the Laurion flowing well, behind the overflow camping area, and to the well house was done for safety and to increase visibility. Over the years, we have lost usable territory due to the encroaching brush and overgrowth. It is recognized that it looks unsightly now, but that is because it is not done. Our contractor had to cease operations because of the season weight limits on the roads and the ground was getting soft. This area will be graded and seeded, and there will be line of desirable trees planted to create a definable boundary. In addition, please know that I have directed that the watercress not be harmed. In fact, it needs to be nurtured. With the restrictions that had to be put on the flowing well last year, there is less water flowing in the area. The sun should be helpful to this plant, and small barriers will need to be put up to avoid this patch from being trampled. Please know that additional trees will need to be removed near the well house if the City is going to install solar panels for that well.

As for the cedar trees removed between the overflow camping area and the lake, I do believe that the number of trees taken was more than what was expected at the last meeting. I apologize for not providing clearer direction to staff on this and lesson learned by all involved. The deed is done, and we can only move forward at this point. If the Council would like to see some of those trees re-established, that is a course of action that could be taken. That area, as you will see from the attached plan, is to become picnic/activity area for the public. We can replant some trees in the area where they were removed, and we can plant some cedar trees as part of the new boundary around where the upper clearing occurred. We are also looking at the restoration of a staircase that used to be in the area that connects the top of the bluff with the boat ramp area.

Please know that on the overflow camping area has grown in popularity as a camping location. It is also used as overflow parking for boat trailers. It is NOT an approved camping area, and it is for overflow use only. Meaning, if there is a regular campground space available prior to setting up camp, that

space needs to be utilized first. This area is only to be used when ALL camping spaces are occupied. In order to utilize the overflow area as a full campground, we need to construct additional restroom facilities per our camping permit. It is our intention to more strictly enforce this matter this coming season. The area we are intending to improve on the lake side of the overflow road is intended for day-use activities.

There is also activity occurring that most people are not aware of. Work will continue to encourage the establishment of the native wildflower garden near the western trail head of the walking trail. That project was started last year.

I have been contacted by additional parties that are interested in doing additional buckthorn eradication along the walking trail and intend to pursue those activities as opportunities present themselves. Public Works is also planning additional trail maintenance which does include having more lake vistas along the walking trail. There is still an approved plan for periodic cutting of the areas between West End Park and the marina.

Staff will also be exploring a potential grant with an interested party for the establishment of outdoor exercise equipment along the walking trail. As this develops, I will keep you posted.

Public Works is also planning to work on the jetty that goes out to the fishing pier as that pathway is overgrown and the boardwalk is deteriorated. We are also planning to improve access on the jetty near the boat ramp so that it could be an attraction or could potentially have artwork placed upon it.

Staff originally proposed a yurt be constructed, and the Council had requested that any proposed yurt be constructed within the area of the West End Park Plan. Staff disagrees with that directive but can provide those site options at a future meeting if the Council is still willing to consider a yurt. The variance to construct a yurt was recently received.

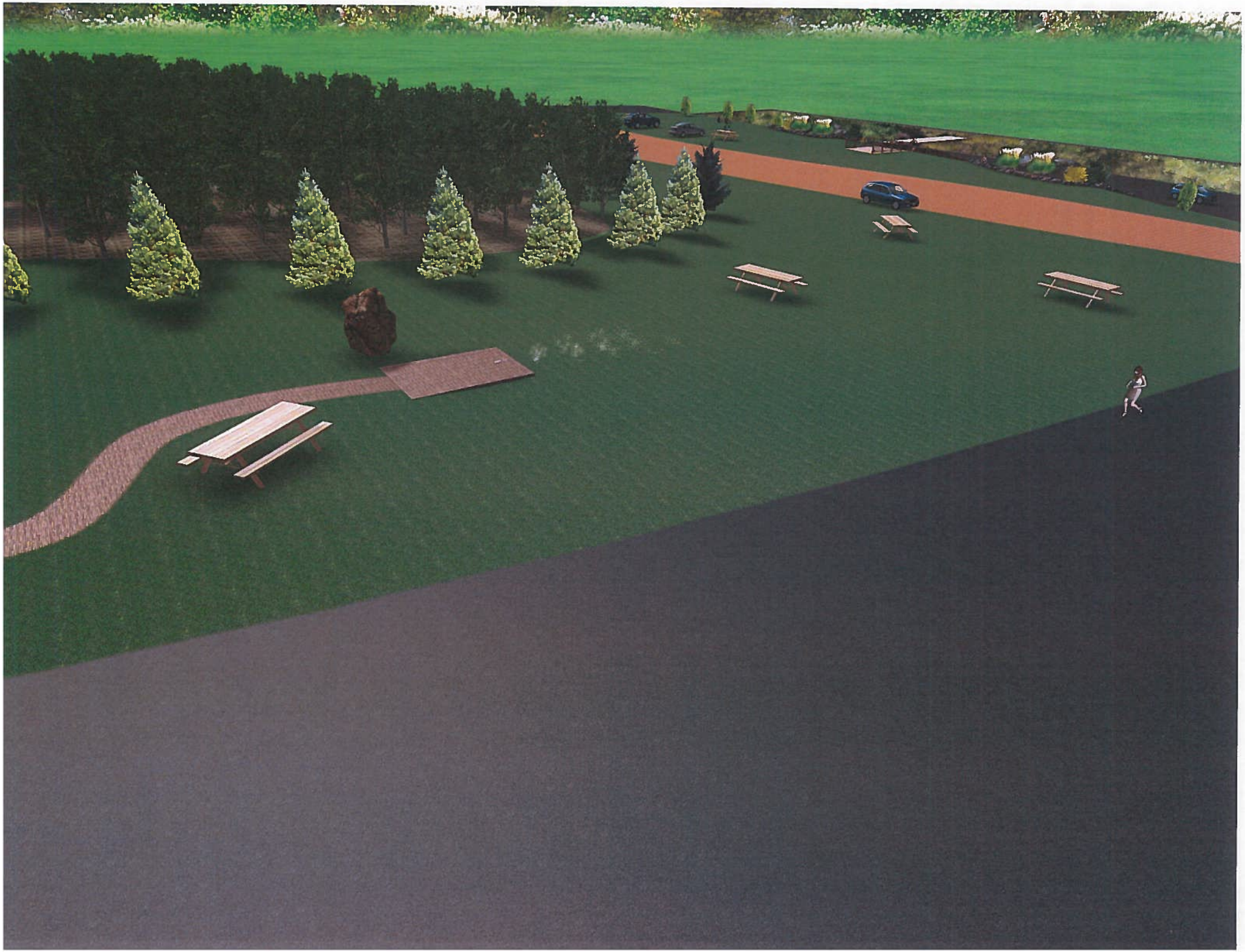
Finally, as I had stated in the 2018 goals, planning needs to occur on replacing the docks at West End Park. This is a project that can easily become a significant expense if it is expanded to include the sea wall/beach area. My question to the Council is how would they like to plan for this area? As this project is something that we would need to request grant funding for, plans with preliminary engineering will be needed. It is my recommendation to select and engineer for this project and to have a small group meet to discuss and provide general guidance for a detailed plan (or plans) that can be presented to the public for comment before a final decision is made.

Although most of this memo is for your information, I am asking if the Council would like to take any action on the following issues:

1. Does the Council want to see restoration of the cedar trees as proposed, or do something different?

2. Any modification to the proposed plan for the overflow/picnic area?

3. I recommend selection of an engineer for the planning process for the dock area. If the Council approves, I will obtain an estimate from Smithgroup JJR for this work. If the Council has some thoughts on the parameters of the process, it would be helpful.



4

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

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

Date: March 28, 2018

To: Honorable Mayor, and City Council

From: Gayla Salmi, Director of Public Works

Re: Jackie's Field Playground Project

This collaborative effort between Playground Moms and the City Public works is planned for mid-April to mid-May (weather dependent).
Doug Reimer of Gerber Leisure Products playground equipment vendor will be on hand to assist with the site preparation, and playground construction.

The first phase of site preparation will be conducted by the City of Washburn's Public Works Department. We will be responsible for the installation of culverts, creating a parking area, pulling the sod, final landscaping, and borings for the foundation poles.

The second phase will be scheduled and funded by the "Playground Moms." They will coordinate and order the playground equipment and concrete as well schedule volunteer laborers to set up forms for the foundation poles, sidewalks, and erecting the playground equipment.

History:

A year and a half ago Playground Moms group approached the City of Washburn asking if they could help bring new playground equipment to Jackie's Field. Through numerous fundraisers, grants, and donations from local businesses and community members, they were able to raise over $68,000 and counting. In May of this year, Playground Moms, with the assistance and expertise of the City of Washburn Public Works Department, will be ready to install a new playground. This will include two big play structures, a swing bay with ADA swing, ADA compliant engineered wood fiber, and a surrounding sidewalk. Volunteer help will be encouraged and much appreciated during this ~ one week installation project. Submitted by Lisa Weispfenning.

Public Works Department Responsibilities:
Site Preparation/Construction/Landscaping:

- Remove existing playground equipment (2 staff 1 day).
  All playground equipment that is removed will be stored until a determination is made if the equipment is safe and reusable; thereafter will be disposed of according to the City property/material/supply disposal policy.
- Remove and reuse existing sod (2 staff 1 1/2 days).
- Landscape and reuse existing materials (2 staff 1 1/2 days).
- Upon receiving set-up map, bore holes will be drilled for new playground equipment tubes (2 staff 1 1/2 days).
- Construction of off-road parking along 3rd Ave. East on the North West side of Jackie's field would include the installation of 240' x 16" culvert, along the roadside and under the alley, to close an existing ditch. (2 staff 2 days).
- Provide a port-a-pot rental during project construction.

City Supplies:

- 240' x 15" Culvert 3rd AVE East (1 - 2 days of work)

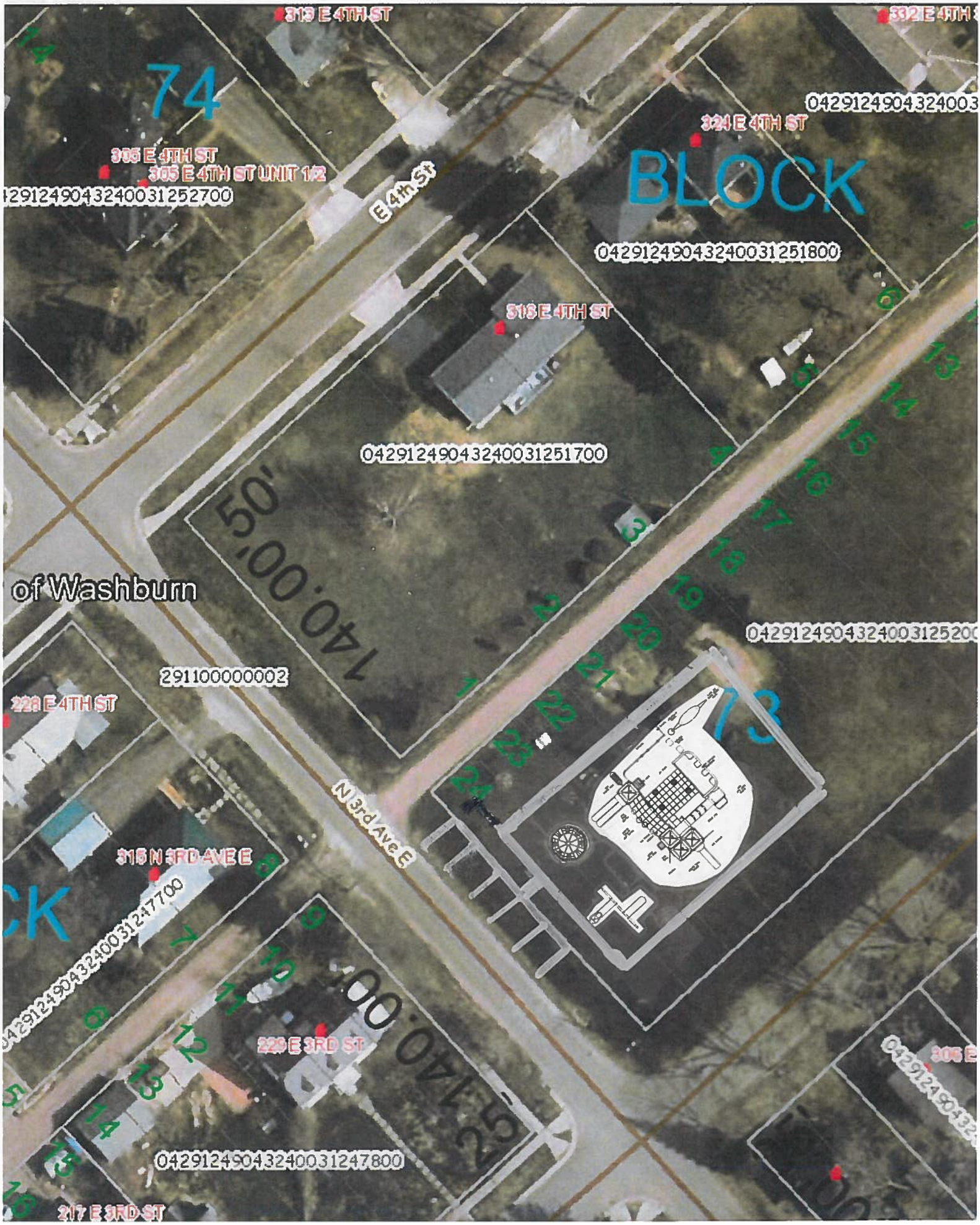
- 25-30 yards aggregate Off road parking 20' X 60' area on 3rd Ave. East (1 day of work)
- 20 yards of topsoil & seed
- Sign "Children Playing 10 MPH"

Playground Moms Responsibilities:

- Order playground equipment.
- Schedule volunteer effort to construct sidewalk forms and playground equipment.
- Order and schedule construction of sidewalk forms, and concrete delivery for post holes and sidewalks for the play area

Other requests to consider:

- Refurbish Jackie's Field Sign
- Drinking Fountain – Fountain would be donated.
  DPW Utility will investigate existing water line
- Park grills - $155.96 each
- Picnic tables - $848.00 each
- Benches - Donated through Playground Moms.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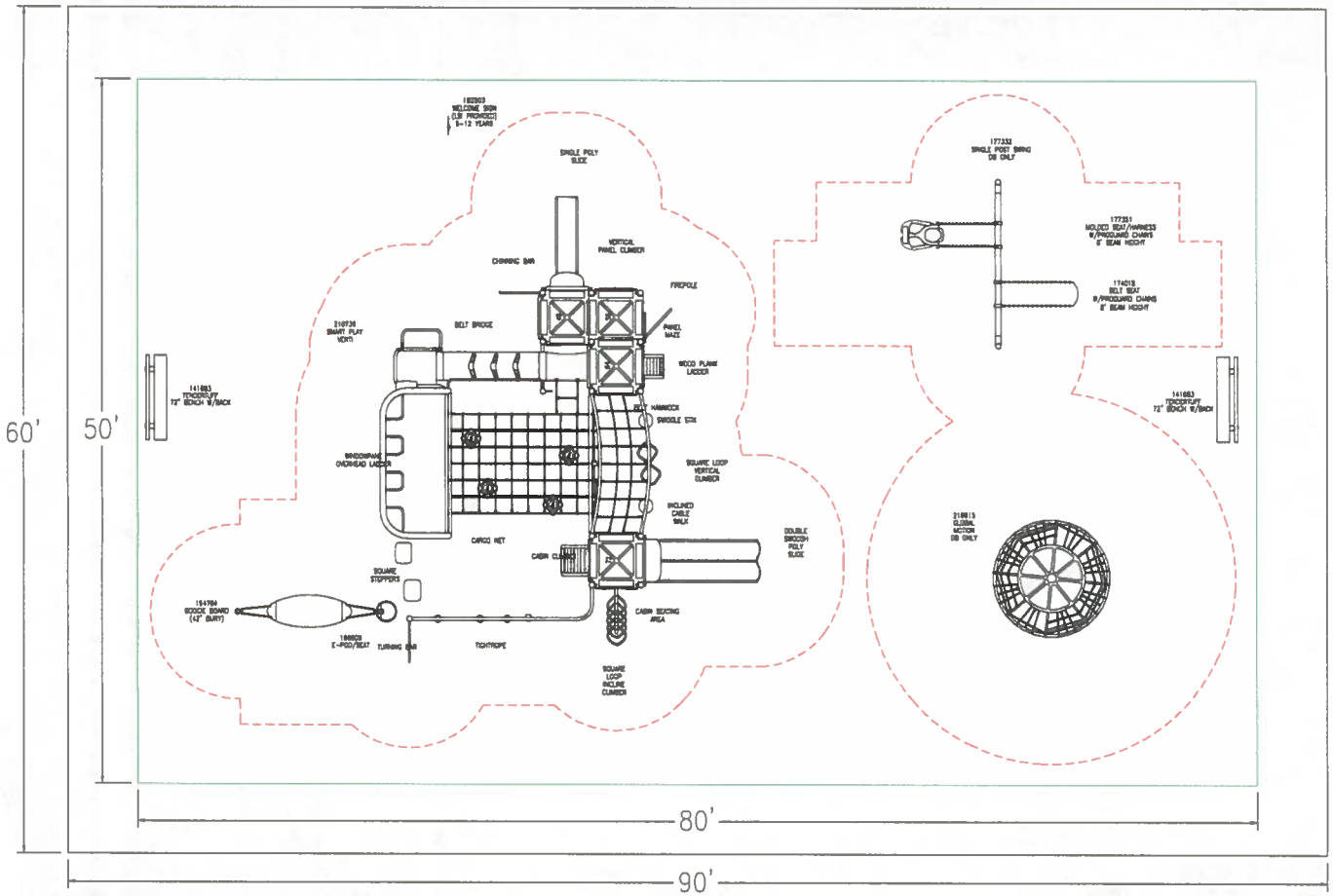

TOTAL ELEVATED PLAY COMPONENTS	13		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

4,000 SQ. FT. SURFACING

landscape structures

IPEMA CERTIFIED

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

DESIGNED BY:
DAG

COPYRIGHT:
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 190
DELANO, MINNESOTA 55328
PH: 1-800-328-0635 FAX: 1-763-972-6081

Date	Previous Drawing #	Initials

SCALE: IN FEET

JACKIE'S FIELD
PLAYGROUND EQUIPMENT
Washburn, WI

GERBER LEISURE PRODUCTS
800-236-7758

SYSTEM TYPE:
PlayBooster

DRAWING #:

Jackie's Field Play Equipment

Washburn, WI November 14, 2017 Jackie's Field rev3

landscape structures

FOR A BETTER TOMORROW
WE PLAY TODAY
shapedbyplay.com

Proudly presented by:
Doug Reimer

GERBER LEISURE PRODUCTS

Jackie's Field

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SEARCH RESULTS

Shop Categories Help Welcome Log In Account Tools (0) Lists All

Return to Category List Home Outdoor & Grounds Maintenance Benches & Picnic Tables Picnic Tables - Plastic/Recycled Pla

See all 85 items in product family

Galvanized Frame Picnic Table, Recycled Plastic, 6 ft, Green, ADA

Item #: T97B264231

Usually ships in 5 to 8 days

1 reviews | Write a review

Qty	Price
1-2	$848.00 ea.
3+	$828.00 ea.

Back

96" ADA Expanded Metal Picnic Table,
Item #: T97695289BL
(5)
$631.00

96" ADA Expanded Metal Picnic Table,
Item #: T97695289GN
(4)
$631.00

96" ADA Expanded Metal Picnic Table,

Frequently Purchased Together

Lifetime® 44" Round Picnic Table (20) Add $191.95

Aluminum Team Bench - 6'L (1) Add $149.95

Hex Table, Recycled Plastic, 6 ft, Black Frame, Cedar, Not Yet Rated Add $710.00

LIVE CHAT

Picnic Table

Product Information | Customer Review | Product Q&A | Accessories

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1.888.978.7759
Click to Chat

Log In | View Cart | Contact Us | Track Order Quick Order

0 Items - ($0.00)

Shop Categories Help Welcome Log In Account Tools (0) Lists All park grill

Home Search Results

1 Item

For: park grill

Narrow Your Results

Showing results for park grill. (Did you mean to type part grill, part grille ?)

Compare up to 4 items Compare

Recently Viewed Items

SpitzLift LKTRS-700 Pickup Truck Receiver Hitch Crane

Categories

Protective Clothing

Compare

Park Grill – Charcoal BBQ – In Ground
Item #: T97695299
Not Yet Rated
$155.95
See all 9 items in product family

Park Grill

Featured Items

Park Grill – Charcoal BBQ – In Ground
Not Yet Rated
$155.95

Timber Ridge Pellet Grill and Smoker 51-TRPG100, Digital
Not Yet Rated
$1,318.00

5

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: Dan Stoltman, Assistant City Administrator

Re: North Coast Community Sailing Lease Agreement

Date: March 28, 2018

North Coast Community Sailing (NCCS) is again asking Council permission to use the West End boat launch for their operations. For your review is the lease agreement and map that shows the areas they will utilize, as well as the email from Hilary Jewell requesting the use. Adjustments from last year to this year's agreement is the annual boat launch fee which was increased to $50.00, and the time frame for their operations has changed slightly. For 2018, they will operate beginning on May 15, 2018 and ending on October 15 2018. Actual sailing will commence no sooner than June 1, 2018 and ending sailing no later than October 1 2018. The requested weeks in May and October will be used for set up and tear down of equipment.

They have also requested permission to use the campground garbage and recycling containers. I do not know how much of an impact this would have on the containers at the park with the additional waste. Alternatively, we could also consider getting garbage and recycling containers at the boat launch to serve everyone that uses the boat launch area. This would cost the city about one hundred dollars per month extra. This addition may be something we address in the 2019 budget rather than for this season.

Another topic raised is that the current lease requires NCCS to remove all of their equipment at the end of each season, however, they have left behind their sheds each year. They have asked if we can change that language to allow them to keep the sheds on site year round. If we decide to make that change, we should determine if the sheds current location is ideal for year round, or if they should be moved to a different area so to not interfere with public works activities in the off season. I would defer to the Public Works on where that location should be. In addition, if the sheds stay on site year round, the lease should state that the city is not liable for any damage or theft in the off season when no lease agreement is in place. If we do not make this change, we should enforce the requirement to remove all equipment.

I am relatively impartial on this matter. The group's presence at West End gets both positive and negative feedback. In general I believe it is a positive having them there as a long as we are being equal to everyone using that area. Keep in mind that as we begin to make improvements to that area, we may have find alternatives for the group to sail out of. If the city would like to see this activity continue for many years, it should be considered when discussing the improvements in that area.

If Council would like to continue this agreement with the group, then I would recommend approving the lease agreement and the areas where they can operate as presented. **As presented does not include changing the language addressing the sheds or using the garbage and recycling at West End Park. If Council would like to add those to the agreement, then instruct staff to add that to the agreement in your motion.**

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

Recreation and Fitness Resources, Inc. and City of Washburn
2018 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-stock corporation, 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 at the city owned public boat launch south east of Lake Dr. within block 16 of the Bayfield County GIS map, in the proximity of Thompson's West End Park located in Washburn Wisconsin. The area more defined as approximately between 46°39'58.6"N 90°54'13.4"W to 46°39'58.4"N 90°54'11.2"W, an area of approximately 7,716.18 sq. ft. As well as the area more defined as 46°39'59.7"N 90°54'08.1"W, an area of approximately 2,190.99 sq. ft., or as indicated on the map labeled appendix "A 2017", within the red 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.

(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 four safety boats overnight during the term of the lease against the shore within the L-shaped 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.

2. Term of lease. Subject to the termination paragraph 8, below, this lease shall be for a term of one (1) season, starting May 15, 2018 and ending October 15 2018. Actual sailing will commence no sooner than June 1, 2018 and ending sailing no later than October 1 2018. The requested weeks in May and October 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 $50.00 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 and not on Lake Drive.

(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, NCCS shall vacate and surrender the premises without further legal proceedings or order. 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 safely and efficiently perform their tasks.

(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.:
Co- Directors
Recreation and Fitness Resources, Inc.
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:

_____
Scott A. Griffiths, Mayor

Attest:

_____
Scott J. Kluver, City Clerk

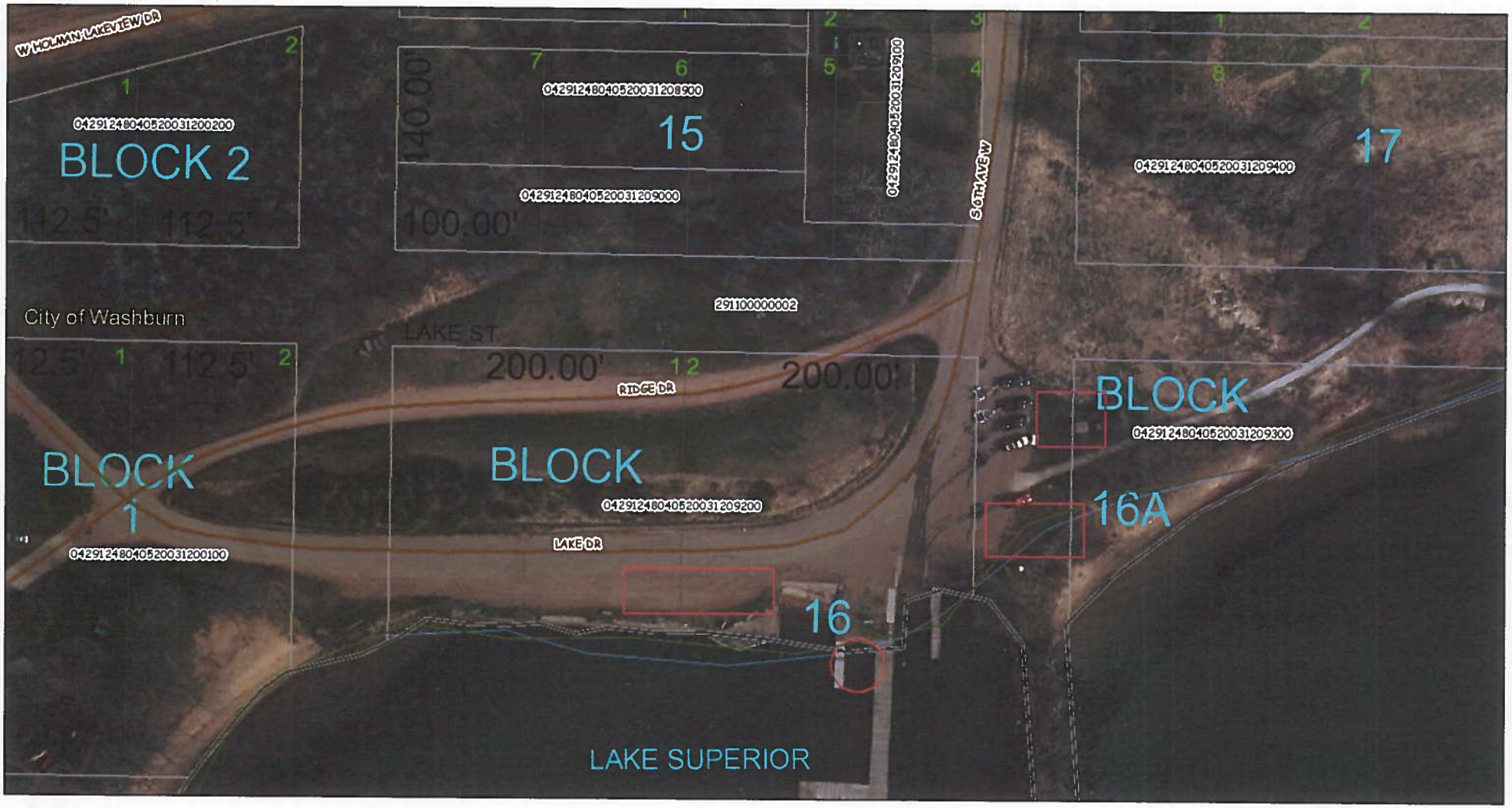
RECREATION AND FITNESS RESOURCES, INC.
By:

_____
Print name:

Print title:

Appendix A 2017

Bayfield County Web AppBuilder



March 28, 2017

- Building

Corner Tie Sheets

- Section Corner Monument on File
- Section Corner Monument Referenced on Survey

Survey Maps

- UnRecorded Map
- Recorded Map

Road Type

- CFR
- County
- Federal
- Private
- State
- Town
- Municipal Boundary
- Section Lines
- Approximate Parcel Boundary
- Meander Line
- Tie Line
- Rivers
- Douglas Co Parcels
- Ashland Co Parcel

1:783

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Bayfield County
Bayfield

Web AppBuilder for ArcGIS
Bayfield | Bayfield County |

Dan Stoltman

From: Hilary Jewell <hilary@recreationandfitnessresources.org>
Sent: Sunday, March 18, 2018 9:41 AM
To: Dan Stoltman
Subject: North Coast Community Sailing West End Park Agreement

Follow Up Flag: Follow up
Flag Status: Completed

Good morning Dan,

We'd like to request use of West End Park again this summer for our North Coast Community Sailing operations as in past years.

This year we are not planning to sail in May as in past years and we are planning to sail in September, so we are requesting use from May 15 to October 15, the weeks in May and October being used for set up and take down.

Please let me know what else you need from me, what the next steps are, and if there is anything you'd like to discuss. I also plan to attend the meeting this goes before council if you could please let me know when that is.

Thanks so much!
Hilary

Hilary Jewell
Co-Director
Recreation and Fitness Resources
140 S Broad St | PO Box 1146 | Bayfield, WI 54814
715-779-5408

The countdown to the 2018 Point to La Pointe Open Water Swim has begun! Register now as we anticipate selling out by June. Interested in sponsoring the event? Contact us!

Recreation and Fitness Resources is a 501(c)(3) non-profit organization rooted in beautiful Bayfield, WI. We provide and support affordable access to facilities, programs, classes, and events that promote health, activity, and fun. We operate the Bayfield Rec Center, Aspire Martial Arts, North Coast Community Sailing, Point to La Pointe Open Water Swim, the Bayfield Winter Festival, and a variety of other programs, classes, and events. Need-based financial assistance is available for all RFR memberships, classes and programs. Find your fit with RFR!

Thanks so much!

Hilary

Hilary Jewell

Co-Director

Recreation and Fitness Resources

140 S Broad St | PO Box 1146 | Bayfield, WI 54814

715-779-5408

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6

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: Adjustment to Fee Schedule for Clean-Up Day Rates

Date: March 27, 2018

Attached you will find a recommendation to increase our clean-up day fees on certain items. For the microwaves and the tv's, the rates are recommended because that is what our vendor for these items is charging.

For the stoves, water heaters, washers, and dryers, there is no direct fee, but the City is charged a flat $500 fee for all of the large items to be picked up. Stoves were charged $20 in past years, but that is no longer the case. Having a $10 fee on these items would provide some amount for reimbursement for that expense.

I realize that it is a fine balance to have reasonable fees to have these items properly disposed of as opposed to having them end up in the woods somewhere. The only alternative that I see to additional fee increases on specific items is to add some amount to our overall residential refuse rates to cover our expenses for the large item pick-ups. If that is the preferred method over the current system of charging the user, I recommend charging an additional 25 cents per household, per month on the refuse rates to cover these increased rates. That would generate about $2,500 which would cover our current shortfall in this area, and these new proposed fees. The drawback to completely eliminating the large-item pick-up charge is that we would have more items coming in from outside the city limits. That will further increase our costs and place more of a burden on our residents.

As a side note, the clean-up day event will be held at the compost site on CTH "C" this year, as we are in the process of selling the land where the event has taken place in the past.

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

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

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

Date: March 27, 2018

To: Scott Kluver, Administrator

From: Gayla Salmi, Director of Public Works

Re: Agenda Item Clean-up Rate Corrections

Due to the changes in compliance cost for disposing televisions, microwaves, the highlighted items require correction. The stove should be re-categorized to "No Charge" as well.

The fee schedule is subjectively set up as:	**2018**	**2017**	
Large Car Load	10.00	10.00	
Pickup Truck Load	20.00	20.00	
Larger Trailers	30.00	30.00	
SMALL APPLIANCES Such As:			
Microwave Ovens, (De) Humidifiers	20.00	15.00	$ 5.00 INCREASE
APPLIANCES Such As:			
Refrigerators, Freezers Air Conditioners	20.00	20.00	
Stoves, Water Heaters, Washers, Dryers	10.00	10.00	Stove reduction, others increase
TELEVISIONS/Monitors			
Large (27" < diagonal)	25.00	25.00	
Small (less than 27" > diagonal)	15.00	15.00	
Wood Console TV/Projection TV	35.00	25.00	$10.00 INCREASE
Computers, CPUs/Laptops/Tablets	15.00	15.00	
Desk Copiers/Printers/Scanners	15.00	15.00	
TIRES			
Car and Light Truck	4.00	4.00	
Semi	15.00	15.00	
Large Tractor or Grader	32.00	32.00	
VCR/DVD Players	No Charge	No Charge	
CAR BATTERIES	No Charge	No Charge	

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City of Washburn Administrator

From: David Siegler <dsiegler@sieglerlaw.net>
Sent: Monday, February 05, 2018 2:59 PM
To: 'City of Washburn Administrator'; 'Scott Griffiths'
Subject: Zoning Amendments
Attachments: zoning ord act 67.docx

As you know, the state legislature recently passed a law which restricts municipal zoning authority. The law was published on November 28, 2017, and has been in effect for CUPs applied for since then. While it does not by its terms require that the City amend its zoning ordinance, it is best to amend the ordinance, so that all the rules are in one place and we are sure not to violate the new state statute.

The main provision of the law says that a City must issue a CUP if the applicant meets or agrees to meet all of the conditions imposed by the city. Further, those conditions must be "reasonable and, to the extent practicable, measurable." The conditions must be supported by "substantial evidence" which is defined as "facts and information other than mere personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion."

Up until now, it has been thought that zoning authorities could grant or deny CUPs based on the particular circumstances of the application, including the particular factors applicable to the particular lot. That is no longer the case. The Legislature's thinking is that if a particular use is a conditional use within a district, then it has already been determined that, with conditions, it is allowable on every lot within the district. Therefore, a much more detailed review of the conditional uses within a district is required to make sure that, with appropriate conditions, those conditional uses are acceptable everywhere in the district.

For example, an "indoor shooting range" is a conditional use in the C-3 District. That means, according to the Legislature, that Washburn has decided that anywhere in the C-3 District an indoor shooting range is an appropriate use, as long as certain conditions are met. If someone applied for a CUP for that use, the City could impose conditions such as soundproofing or hours of operation but could not deny a location, say, next to a clinic or funeral parlor or school, where you may decide that peace and quiet are very important, and not want to risk even the occasional or muffled noise of gunshots.

While I hate to suggest that the Plan Commission once again review the list of uses in the different districts, it may be an important task.

Act 67 contains other provisions as well. Language regarding variances and the powers of the Zoning Board of Appeals are already incorporated in our ordinance and do not require any other language changes. The only other change that we do need to incorporate is new language that prohibits (in most cases) the denial of a development permit on a substandard lot (one that was of legal size when created but is not now). In other words, it doesn't matter if a lot is no longer of minimum size in a particular district, it can be built on as long as the development complies with all of the other city rules (which include set backs and lot coverage limits, so there is some indirect regulation of lot size).

As a zoning change, this will need to go to the Plan Commission for discussion. Please contact me if you have any questions.

David

David J. Siegler

March 15, 2018
COMMISSION MEETING
5:30pm Washburn City Hall

CITY OF WASHBURN PLAN

COMMISSION MEMBERS: John Baregi, Scott Griffiths, Jeremy Oswald, Adeline Swiston

ABSENT: Dave Anderson, Leo Ketchum-Fish, , Jon Wheeler

MUNICIPAL PERSONNEL: Scott Kluver-City Administrator/Clerk, Tammy DeMars-City Treasurer/Deputy Clerk

Meeting called to order at 5:30PM by Griffiths attendance as recorded above.

Approval of Minutes – February 15, 2018 – Moved by Baregi to approve minutes as presented, second by Swiston. Motion carried unanimously.

Public Hearing - Zoning Ordinance No 2018-001 Amendment to Washburn City Ordinances For the purpose of bringing the City's zoning code into conformity with 2017 Wisconsin Act 67, by amending Chapter 13, Washburn City Ordinances – Swiston moved to open floor for public hearing, second by Oswald. Motion carried unanimously. No comments. Motion by Swiston to close floor, second by Oswald. Motion carried unanimously.

Motion by Baregi to recommend approval of Ordinance Amendment #2018-001 to bring the City's Zoning Code into Conformity with 2017 Wisconsin Act 67, by amending Chapter 13 of the Washburn City Ordinances., second by Swiston. Motion carried unanimously.

Continued and Discussion on Conditional Uses in the Various Districts – Commission members had been asked to review these prior to the meeting, no concerns were voiced.

Adjourn - Moved by Swiston to adjourn @ 5:35pm, second by Baregi. Motion carried unanimously.

Respectfully Submitted,
Tammy L. DeMars
Treasurer/Deputy Clerk

CITY OF WASHBURN
Ordinance No. 18-001

An ordinance adopted by the Common Council for the City of Washburn at its regular meeting of April 9, 2018, for the purpose of bringing the City's zoning code into conformity with 2017 Wisconsin Act 67, by amending Chapter 13, Washburn City Ordinances.

1. Amend Chapter 13, Sections 7-54, 7-55, 7-56, 7-474 and 8-62 as follows:

7-54 (Conditional Use) Review procedure

. . .

(13) Decision. After considering all of the information submitted by the applicant, public comments received at the public hearing, the staff report, and the Plan Commission's recommendation, the Common Council shall make a decision based on the decision criteria contained in this division to (i) approve the conditional use, (ii) approve the conditional use with conditions, or (iii) deny the conditional use. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in this chapter or imposed by the city, the city shall grant the conditional use permit. The applicant must demonstrate by substantial evidence that the application and all requirements and conditions established by the city are or shall be satisfied. The decision to approve or deny the permit must be based on substantial evidence.

7-55 (Conditional Use) Basis of decision

. . .

(c) "Substantial evidence" as used in this Article means facts and information, other than mere personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

7-56 Imposition of conditions

(a) Generally. The Plan Commission may recommend and the Common Council may impose one or more conditions of approval as may be necessary to grant approval. Such conditions and restrictions may relate to the establishment, location, construction, maintenance, operation of the use, off-site impacts, and any other aspect of the use that impacts the public health, safety, or general welfare. Conditions as to the permit's duration, transfer, or renewal may also be included. All conditions must be reasonable and, to the extent practicable, measurable. Any condition imposed must be related to the purpose of the evidence and be based on substantial evidence.

. . .

7-474 Basis of decision

(a) General standards. When making its decision, the Zoning Board of Appeals shall consider each of the following standards. The property owner bears the burden of proving "unnecessary hardship," defined as follows:

(1) For an area variance, the requirement in question would unreasonably prevent the property owner from using the property for a permitted purpose or would render conformity with such requirement unnecessarily burdensome. For a use variance, the requirement in question would prevent all reasonable use of the property.

(2) The circumstances calling for the variance were not self-created by the current property owner or any prior owner.

(3) The subject property has unique physical characteristics or limitations that prevent the property from being developed in compliance with the requirement in question.

(4) The granting of the variance will not be contrary to or harm the public interest given the general purposes of the zoning regulations and the specific purposes of the requirement in question. The Zoning Board of Appeals shall grant a variance only if the board can make an affirmative finding for all of the criteria listed above.

. . .

8-62 Lot area.

. . .

(g) Development of substandard lot allowed in certain circumstances. In this section, "substandard lot" means a legally created lot or parcel that met any applicable lot size requirements when it was created but does not meet current lot size requirements. A substandard lot may be used as a building site if:

(1) The lot does not have structures placed partly upon an adjacent lot, and

(2) The lot is developed to comply with all other city ordinances.

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

Attest:

_____	_____
Scott A. Griffiths Mayor	Scott J. Kluver City Clerk

Adopted: _____ Published: _____

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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 SJK

Re: Agreement with WisDOT for Coal Dock Grant

Date: March 27, 2018

Enclosed you will find a copy of the proposed agreement for the City to accept the funding of just shy of 1.3 million for the Coal Dock Restoration Project. Aside from the usual and expected provisions, there are a couple provisions that are causing concern that we are requesting changes on. Enclosed you will also find my e-mail chain that discusses some of these issues and the responses to date, but I will summarize here:

1. I am concerned with the provision that prohibits recreational activities on the dock. We would like to have this softened to allow activities that do not interfere with commercial operations such as fishing when activities allow.

2. I am concerned with provisions that require all of our leases on the dock be approved by the DOT. The time involved to do this may be an issue when we negotiate, so I hope that we can establish some parameters/expectations with the DOT on our leases so that it would not interfere with any negotiations to use the dock.

3. Not included in my e-mail chain are some engineering requirements that will increase the cost of the project. We are hoping to have some of these provisions adjusted to bring the project back into what we had anticipated engineering services to cost for this project.

Unfortunately, I will not get answers to these items and a new draft of the agreement until next week. It is my hope that a new version of the agreement will be a little more palatable for the City. With any grant, there are always strings, but I do not want to hinder or cause angst in the City for the next 25 years because of this grant either.

If the Council approves this agreement, I recommend that the Council designate the Harbor Commission responsible for selection of engineering services and oversight of the project with the City Administrator being designated as the employee "responsible" for the project. The Harbor Commission can then address the engineering contract that will need to be reviewed by WisDOT. The Harbor Commission has anticipated funding the required match for this project, and at the appropriate time, the Council will need to approve that borrowing as it will be a general obligation debt.

Please let me know if you have questions on this agreement. I will keep you posted as best I can on updates related to it.

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

City of Washburn Administrator

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

Hi Scott,

Thank you for the updates (numbers 1, 4, and 5). For number 2, I need to confirm with my Section Chief, Lisa Stern, who is on vacation until Monday. For number 3, any use of the dock needs to be subject to the HAP grant. If you want to lease something out to a commercial user, WisDOT can provide written permission. For number 6, yes, WisDOT will review and approve any contracts you have.

I hope this helps. I'll get back in touch with you once I hear back from Lisa about number 2. Please let me know if you have further questions.

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

From: City of Washburn Administrator [mailto:washburnadmin@cityofwashburn.org]
Sent: Monday, March 26, 2018 12:11 PM
To: Her, Kia - DOT <Kia.Her@dot.wi.gov>
Subject: FW: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Hi Kia,

I just sent the message below to Tanya, and got an autoreply that she is out for the week. Not sure if you can answer my questions or not. If you can, I would appreciate it as I am looking to move this along and get it ready for approval.

Scott Kluver
City of Washburn

From: City of Washburn Administrator [mailto:washburnadmin@cityofwashburn.org]
Sent: Monday, March 26, 2018 11:57 AM
To: 'Iverson, Tanya - DOT'
Cc: 'Carl Broberg'
Subject: RE: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Hi Tanya,

Thank you for the draft contract, we have had a chance to look it over. We have some requests and comments:

1. There appears to be a typo in the first sentence of Article 6 – "operation"

2. The City requests that the last sentence of Article 6 be changed to "The dock may not be used for recreational purposes that would interfere with commercial activities." Or something similar to that. We do have local fishermen who use the dock to fish when there are not activities occurring on the dock.
3. Can you provide some clarification on article 7? The City has no intention to sell the dock; however, the we do lease portions of the dock from time to time for commercial activities. Does not the DOT want to approve all of our leases? Are we ok granting annual leases for commercial purposes for sections of the dock on our own? Is there a time limit that we can approve a lease of space for? This is confusing to us.
4. Article 12.1 – the contact can be changed to me with the address in my signature.
5. Article 13 – the Mayor is currently Scott A. Griffiths, and I am the clerk.
6. We are proposing to have Smithgroup JJR be our engineer for this work. Would you like to see that contract before we approve it?

We would like to have this agreement approved at the April Council meeting, so I would like to get answers to these comments/concerns as quickly as possible. If it would be easier to discuss any of this over the phone, I can do that.

Scott J. Kluver, Administrator
City of Washburn
P.O. Box 638
119 Washington Ave.
Washburn, WI 54891
Phone – 715-373-6160 Ext. 4
Fax – 715-373-6148
http://www.cityofwashburn.org/
The City of Washburn is an equal opportunity provider, employer, and lender.

From: Iverson, Tanya - DOT [mailto:Tanya2.Iverson@dot.wi.gov]
Sent: Friday, March 23, 2018 2:49 PM
To: washburnadmin@cityofwashburn.org
Subject: DRAFT OF HARBOR ASSISTANCE PROGRAM GRANT AGREEMENT: 0495-18-04

Scott Kluver,

Good afternoon. Attached is a **DRAFT** of the 0495-18-04 HAP Grant Agreement. Please take a look at it and let me know what if any changes we might to make. I will send you a final version to sign after you review and approved this draft.

Thanks,

Tanya Iverson, Local Program Manager
WisDOT Bureau of Transit, Local Roads, Railroads, & Harbors
4822 Madison Yards Way, 6th Floor South
PO Box 7913
Madison, WI 53707
Tanya2.Iverson@dot.wi.gov
WisDOT Programs for Local Government

GRANT AGREEMENT

Identification Number: 0495-18-04 (GO Bond)

Wisconsin Harbor Assistance Program

By and Between

City of Washburn, WI

and

The Wisconsin Department of Transportation

Dated the _____ of _____, 2018

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INTRODUCTION

THIS GRANT AGREEMENT is made and entered into this ____ day of _____, 2018 by and between the City of Washburn (hereinafter called CITY) and the Wisconsin Department of Transportation (hereinafter called WisDOT).

WITNESSETH

WHEREAS, City seeks to reconstruct the northerly wall of the City Dock. There is significant deterioration of the existing timber crib dock wall that threatens to compromise the entire City Dock if not replaced; and

WHEREAS, maintenance of commercial harbor activity in Washburn, Wisconsin is an integral part of the City's Three-Year Harbor Development Statement of Intentions; and

WHEREAS, City applied to WisDOT for an emergency Harbor Assistance Program grant under Section 85.095, Wis. Stats., for reimbursement of funds expended for the work described herein.

NOW, THEREFORE, the parties do hereby mutually agree that WisDOT shall provide financial assistance and City shall accept financial assistance in accordance with all applicable statutes and administrative rules, and with the following terms and conditions:

ARTICLE 1.0 DEFINITIONS

"Agreement" means this grant agreement between City and WisDOT.

"Approved Project" means performance of the work described in Section 2.1 of this Agreement.

"City" means description of City of Washburn.

"Project Location" means the structure and real property located at 1 Marina Drive, Washburn, WI 54891and more specifically described in the certified survey map made part of this Agreement by reference as Attachment I.

"Secretary" means the Secretary of the Wisconsin Department of Transportation.

"WisDOT" means the Wisconsin Department of Transportation.

ARTICLE 2.0 APPROVED PROJECT

Section 2.1 Project Description

The Approved Project consists of the following elements:

(a) Demolition of portions of the existing timber crib structure
(b) Excavation of stone below line of deterioration
(c) Construction of steel sheetpile with dead man tie-backs and
(d) Final engineering, and
(e) The performance of project management functions:
    (1) Contractor selection
    (2) Project supervision to accomplish all above elements.

Section 2.2 Scope of Work

City shall perform the following Approved Project work:

(a) Prepare final Approved Project plans and specifications to WisDOT's satisfaction for the letting of competitive bids for the completion of project elements above.

(b) Complete the construction in accordance with plans and specifications prepared under task 2.2(a) above which plans and specifications will be made part of this Agreement by reference as Attachment II.

(c) Perform or provide for the performance of scheduled and as-needed special technical inspections of all contractors' work to assure contract, plans and specification compliance, and issue orders or arrange for remedial action as may be necessary to complete the Approved Project.

Section 2.3 Grant Amount

(a) WisDOT grants to City an amount equal to a maximum of $1,299,480 or an amount equal to 80 percent of eligible costs (described in Section 3.3), whichever is the lesser, for completion of the Approved Project work as set forth in Section 2.2, Scope of Work, and in Attachment II.

(b) City agrees to pay an amount which is no less than 20 percent of eligible costs as described in Section 3.3. City shall provide 100 percent of payment for any additional costs exceeding the grant amount (additional monies) that may be required to complete the scope of work under this Agreement according to the plans and specifications in Attachment II. If City fails on or before June 30, 2019 to complete to WisDOT's satisfaction any Approved Project element as set forth in Section 2.1 and any work as set forth in Section 2.2 and in Attachment II for which grant funds are expended, WisDOT's obligation to advance funds under this grant Agreement shall cease. City, however, shall thereafter complete the project at no additional WisDOT expense as required under this Agreement.

(c) In the event actual costs for all project work as set forth in Section 2.2, Scope of Work, and in Attachment II total less than the estimated costs for that work for the entire project as set forth in Section 2.4(b), City is not authorized to increase the scope of work or add any new work elements to the project for the purpose of utilizing surplus grant funds created by the difference between actual costs and the grant amount. City shall notify WisDOT when changes are made to the estimated budget line amounts set forth in Section 2.4(b).

(d) City hereby declares that it shall obtain its share of eligible costs (match) on or before June 30, 2019. In the event the City, for whatever reason, does not obtain all or any portion of the match and additional monies, the City remains obligated to provide match and additional monies for payment of eligible project costs approved by WisDOT. In the event the City terminates this grant Agreement, it remains obligated to provide match and additional monies as may be accrued prior to termination.

Section 2.4 Project Budget

(a) WisDOT grant funds shall not comprise more than 80 percent of any progress payment, but may, due to payment of retainage amounts, exceed 80 percent of the last payment. Reimbursement of eligible costs for the Approved Project shall be on an actual cost basis as documented by sealed bids and time records, up to the maximum amount of 80 percent of eligible costs incurred by City under the terms of this Agreement, but in no event greater than $1,299,480.

(b) The estimated budget line items are:

ITEM	QUANTITY	UNIT	UNIT COST	ITEM TOTAL	HAP FUNDS	LOCAL FUNDS
Mobilization	1	LS	$78,000	$78,000	$62,400.0	$15,600.0
Erosion Control/ Turbidity Barrier	1	LS	$25,000	$25,000	$20,000.0	$5,000.0
AZ 12-770 (35' depth x 513' long)	20520	SF	$25	$513,000	$410,400.0	$102,600.0
Concrete deadman	212	CY	$400	$84,800	$67,840.0	$16,960.0
Wales (2-C12x30)(Dockwall)	1026	LF	$135	$138,510	$110,808.0	$27,702.0
Tie Rod	14	TON	$1,920	$26,880	$21,504.0	$5,376.0
Top bent plate (⅜" thk. And 3' width)	1539	SF	$24	$36,936	$29,548.8	$7,387.2
Backfill - between crib and sheetpile	2122	CY	$12	$25,464	$20,371.2	$5,092.8
Backfill - excavated area to Deadman	1425	CY	$10	$14,250	$11,400.0	$2,850.0
Demo - existing corner sheetpile	1	LS	$25,000	$25,000	$20,000.0	$5,000.0
Gravel restoration of coal dock	2100	TON	$12	$25,200	$20,160.0	$5,040.0
Toe stone for sheet pile	764	CY	$40	$30,560	$24,448.0	$6,112.0
Unclassified excavation	1425	CY	$14	$19,950	$15,960.0	$3,990.0
Mooring Bollards	2	EA	$50,000	$100,000	$80,000.0	$20,000.0
CONSTRUCTION TOTAL				**$1,143,550**	**$914,840.0**	**$228,710.0**
Construction Contigency	20%			$228,700.00	$182,960.0	$45,740.0
Final Engineering	12%			$170,800.00	$136,640.0	$34,160.0
Bid preparation and advertising	1%			$5,000.00	$4,000.0	$1,000.0
Project Supervision/ Oversight				$76,300.00	$61,040.0	$15,260.0
PROJECT TOAL				**1,624,350.00**	**$1,299,480.0**	**$324,870.0**

Section 2.5 Project Monitoring and Inspection

(a) City shall provide for qualified on-site inspection of the project work progress and quality by assignment of a City-selected, WisDOT-approved engineer who will act as the project engineer.

(b) The project engineer shall have overall responsibility for the management of the engineering, construction and administration of the project including inspection, preparation of daily diaries and reports, and approval of change orders and contractors' invoices for submittal to City.

(c) The project engineer shall be specifically qualified in construction inspection and project management and have general knowledge of marine construction and specific experience in the design and construction of dockwalls and dredging projects. The project engineer shall provide for the daily monitoring of the project to assure compliance with the project contract, plans and specifications. The project engineer shall maintain accurate records, including photographs, indicating the quantity of work performed and materials used. These records shall show whether the work performed is in compliance with each applicable item of Attachment II. If work is unsatisfactory, the project engineer shall order corrective action. All costs of corrective action shall be paid by City and are not eligible for reimbursement under this Agreement. The project engineer shall report any instance of non-compliance with the terms of this grant Agreement or its Attachment II or any questionable work to City and shall immediately send a copy of the report directly to WisDOT. City itself shall assure that all reports of non-compliance are promptly provided to WisDOT.

(d) The project engineer shall maintain a daily project diary and sign the diary at the end of each day. The diary shall be used to record progress of work, compliance with the plans and specifications as set forth in Attachment II, and any unusual events.

(e) WisDOT or its designee may conduct inspections of the project site, project diaries, books, reports and other documents, as frequently as deemed necessary by WisDOT. City shall ensure direct access to the project site and documents to any WisDOT inspector or designee at any reasonable time subject to reasonable security measures.

ARTICLE 3.0 GRANT PAYMENT REQUIREMENTS AND PROCESS

Section 3.1 Payment Schedule

(a) Invoices for payment shall be submitted to WisDOT no more frequently than monthly and no less frequently than quarterly other than for the single payment at the end of the project. No payments of any amount shall be made by WisDOT for eligible project costs incurred prior to City's compliance with all applicable conditions and requirements of this grant Agreement including those set forth under Sections 2.2(a), 2.3(b), 3.3(a)(b)(c), 4.1, 4.3, 11.2(a) and (b), 12.4(c) and Article 5.0 of this Agreement.

(b) Should any element of cost billed on the invoice be questioned by WisDOT as to its eligibility under this Agreement, WisDOT may except that cost item until questions concerning the cost item are resolved to the satisfaction of WisDOT. WisDOT shall pay any unquestioned cost reimbursement elements less any allowable retainage according to schedule except that WisDOT shall pay no amounts unless all monthly performance reports required under Section 4.3(a) of this Agreement have been submitted to and accepted by WisDOT.

(c) Until final acceptance by WisDOT of all the work on the Approved Project and until delivery of lien waivers from all contractors, subcontractors, material providers and suppliers

involved with the Approved Project, WisDOT shall withhold payment of the final grant amount. The withheld amount shall be paid only upon replacement or correction to WisDOT's reasonable satisfaction of any and all deficiencies in work or project management cited by WisDOT in its final inspection of the Approved Project and only after receipt by WisDOT of all the required lien waivers.

Section 3.2 Payment Process

(a) City shall submit each invoice to WisDOT, Railroads and Harbors Section, Madison Yards Way, 6th Floor South, P. O. Box 7913, Madison, Wisconsin, 53707-7913, Attention: Harbors and Waterways Program, for reimbursement of Approved Project eligible costs incurred during the prior invoice period. With City's invoice to WisDOT, City shall attach copies of all invoices for eligible project costs incurred by City during the invoice period.

(b) WisDOT shall pay to City, subject to final project audit by WisDOT, an amount equal to 80 percent of the amount appropriately invoiced in accordance with this Agreement for Approved Project eligible costs, except that WisDOT shall withhold from each payment as a completion retainage an amount equal to 10 percent of WisDOT's share of the invoiced amounts until 50 percent of the work under each work task has been completed. After 50 percent Approved Project completion, WisDOT shall thereafter pay an amount equal to the full 80 percent of each amount invoiced for Approved Project eligible costs, unless the project is not proceeding satisfactorily pursuant to the plans and specifications and to the schedules prepared under Section 4.1; but amounts previously withheld by WisDOT shall not be paid to City until final acceptance by WisDOT of all the work. At 50 percent Approved Project completion or any time thereafter, if the progress of work is not satisfactory pursuant to the plans and specifications and to the schedules prepared under Section 4.1, additional completion retainage amounts may be withheld by WisDOT, but in no event shall the amount withheld by WisDOT exceed 10 percent of the WisDOT grant share of the invoiced amounts for the work satisfactorily completed pursuant to the plans and specifications for each work task.

(c) City shall pay, as local matching funds, at least an amount equal to 20 percent of the invoiced amount. City shall provide 100 percent of payment for additional costs exceeding the grant amount.

Section 3.3 Eligible Costs

(a) Costs, subject to the maximum grant amount allowable under this Agreement, incurred by City in the completion of any work under Section 2.2(a), (b), or (c), are eligible for reimbursement by WisDOT except:

(1) If incurred prior to the effective date of this Agreement, unless incurring of costs is approved in writing by WisDOT;

(2) If City fails to secure all necessary permits, licenses and authorizations, and fails to deliver signed copies thereof to WisDOT;

(3) If City fails to submit to WisDOT a copy of its or its contractor's general liability, worker's compensation, comprehensive business vehicle and other applicable insurance policies satisfactory to WisDOT, as required under Section 11.2(a) and (b);

(4) If City fails to secure WisDOT written approval of the contracts let for work for the Approved Project;

(5) If City fails to provide evidence to WisDOT that any and all contractors have obtained a performance and payment surety bond as required under Section 12.4(c); or

(6) If City fails to meet all applicable requirements in this Agreement or in the law.

(b) City shall, whenever available and consistent with the other provisions of this Agreement, take cash and trade discounts, tax exemptions, or other credits in connection with goods and services purchased or used on the Approved Project. City shall impose this requirement on any contractor or subcontractor when payment is based on costs incurred.

(c) If WisDOT or a federal or other state agency having jurisdiction determines that any material or work is deficient for whatever reason, City shall require the replacement of whatever materials or the correction of whatever work is necessary to cure the deficiency. City shall not use any WisDOT grant or City matching funds to pay for the replacement or correction required.

(d) All materials delivered to City or its contractors or subcontractors for use in performing the work set forth in the Scope of Work in Section 2.2 shall be appropriately accounted for upon delivery and protected from theft or damage by City at its expense. Replacement of damaged or stolen material is not an eligible cost under this Agreement. Damage to or theft of material is not an acceptable reason for non-performance of City's obligations under this Agreement. If WisDOT agrees, damage or theft may be an acceptable reason for an extension of the completion dates under this Agreement. Any extension of completion date shall be requested by City and before it becomes effective be approved by WisDOT in writing.

Section 3.4 Financial Management, Audit and Records

(a) City shall maintain, whether in the form of contracts, subcontracts or other documents, the following until the expiration of three years after the date of WisDOT acceptance of the final close out accounting which shall include:

(1) Records that identify the sources and applications of all funds for the Approved Project and that contain information pertaining to grant awards, draw downs, obligations, unobligated balances, assets, liabilities, outlays and income;

(2) Original invoices, employee time sheets and all other supporting source documents;

(3) Bid documents, contracts, subcontracts and all documentation underlying the preparation of the project financial reports and the grant budget; and

(4) All accounting documents of City pertaining to the Approved Project. (These accounting documents shall be clearly identified and readily accessible to WisDOT and its designees. City shall also impose this requirement upon each of its contractors and ensure that it is imposed on each subcontractor.)

(b) The Secretary of WisDOT and any duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipients of funds under this Agreement which in the opinion of the Secretary or designee may be related or pertinent to the Approved Project for which City has received or is or may be entitled to receive assistance under this Agreement. City shall impose this requirement on each of its contractors and ensure that it is imposed on each subcontractor.

(c) All costs charged to this project shall be supported by documents evidencing in detail the nature and propriety of the charges. All accounting and other documents pertaining to the project shall be clearly identified and readily accessible to WisDOT representatives or designees.

(d) City shall establish a separate account showing receipts and disbursements of all funds provided under this Agreement. This system of accounts shall permit the clear differentiation of charges to the project from expenditures made by City for non-project work. Contractors and subcontractors shall be required to maintain accounts that differentiate receipts and disbursements in a similar manner.

(e) WisDOT may conduct and prepare a final project audit of the use of WisDOT provided funds. City shall fully cooperate with WisDOT and its representatives in the conducting and preparing of such a final project audit and shall also require its contractors and subcontractors to do so. All payments to City shall be subject to a claim for refund by WisDOT based upon the final project audit.

(f) The grantee shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations (see federal Circular No. A-133, Section 4).

(g) The audit specified in Section 3.4(f) shall be performed in accordance with federal Circular A-133 issued by the federal Office of Management and Budget and state single audit guidelines issued by the Wisconsin Department of Administration. State programs will be included in the scope of the single organization-wide financial and compliance audit.

ARTICLE 4.0 REPORTING

Section 4.1 Work Task Scheduling

Prior to starting the work described in Section 2.2(b), City shall provide WisDOT with a schedule of anticipated work progress by month for each Approved Project work item. The schedule shall follow a format acceptable to WisDOT. The schedule shall be updated monthly to show anticipated work to be done both during the next month and during the following months through project completion. The updated schedule shall be submitted to WisDOT with the monthly performance report required by Section 4.3(a).

Section 4.2 Immediate Reporting

City shall report to WisDOT immediately in writing whenever there is any condition under federal, state or local law or there is any other circumstance that may significantly affect:

(a) City's ability to pursue any aspect of the Approved Project in accordance with the provisions of this Agreement, or

(b) City's continuing eligibility for financial assistance under this Agreement.

Section 4.3 Routine Reporting

(a) If during any month, a City contractor or subcontractor has performed work on the Approved Project, City shall file a monthly performance report with the next invoice for payment from WisDOT. The report shall include the following information:

(1) The total accumulated, Approved Project costs incurred to the end of the month and the estimated costs remaining to complete the project;

(2) Unit costs of materials, labor and equipment charged to the project for the period covered by the report;

(3) The percentage of completion of each work item of the Approved Project and the estimated date of completion of each work item;

(4) A narrative describing all work completed during the past month;

(5) A narrative description of any difficulties or delays encountered, including an explanation of any cost overruns or higher than budgeted unit costs and any corrective action taken or to be taken to address the difficulties, or delays, or cost overruns;

(6) An explanation of any anticipated difficulties or delays until the end of the project and the action to be taken in an effort to avoid such difficulties or delays; and

(7) Any additional narrative necessary to explain any major change that has been made during the past month to the monthly schedule of anticipated work progress.

(b) All financial reports shall be prepared on the same basis as City's accounting records unless WisDOT shall direct otherwise in writing. All records and reports shall be kept in accord with generally accepted accounting principles.

ARTICLE 5.0 PERMITS AND LICENSES

City shall obtain all necessary valid permits, licenses and authorizations required for the completion of the Approved Project. Costs associated with the acquisition of permits, licenses and authorizations are not eligible for reimbursement under this Grant Agreement. No payment of grant funds for eligible costs incurred for performance of any work shall be made by WisDOT prior to City's having secured all necessary permits, licenses, and other authorizations and having delivered executed copies of each to WisDOT. City shall file with WisDOT one executed copy of each required permit, license or other authorization upon execution of this Agreement or

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

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

ARTICLE 6.0 NON-EXCLUSIVE LEASE AGREEMENT WITH DOCK OPERATOR

City shall be responsible for the provision of operatio and maintenance at this harbor facility. The Approved Project property shall be available for use by the public for commercial activity subject to appropriate wharfage and dockage fees which shall not exceed the dock operator's cost. The dock may not be used for recreational purposes.

ARTICLE7.0 OWNERSHIP OF HARBOR FACILITY

Section 7.1 Transfer of Ownership or Lease Interest

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

(b) WisDOT's prior written consent may be granted if the party acquiring City's interest accepts all terms and conditions of this Agreement.

ARTICLE 8.0 TERMINATION

In the event City fails to perform any of its obligations under this Agreement, WisDOT may, at its option, give 10 days written notice thereof to City. Upon failure of City to correct the breach within 10 days following written notice, WisDOT shall have the right, at its option, to terminate this Agreement by giving written notice by certified mail to City. Notwithstanding the foregoing, if the default for which notice is given is not capable of being cured within 10 days following written notice and if City has taken reasonable steps to initiate a cure of said default within the 10 day period, then at the sole discretion of the WisDOT, communicated to City in writing, City may have a reasonable period to cure the default. WisDOT's exercise of the right to terminate shall not impair any other rights of action or claims under this Agreement or under the

law against City. This Agreement may be terminated by mutual agreement of the parties at any time. If this Agreement is terminated for any reason whatsoever, City shall take, at its sole cost and expense, any and all appropriate action to permanently maintain the Approved Project site in a condition that poses no threat or hazard to navigation or the public and that complies with all applicable laws and regulations and with any conditions set forth in the permits, licenses and authorizations secured by City under this Agreement. City shall bear all expenses of termination, if this Agreement is terminated at the request of City, or a City contractor or a City contractor's subcontractor, defaults on any term or provision of this Agreement.

ARTICLE 9.0 CONTRACT PERIOD

This Agreement shall be in effect upon the date set forth on page one of this Grant Agreement and shall continue in effect for 25 years from the completion of the Approved Project work or until terminated under Article 8.0. The Approved Project work shall be completed in accordance with this grant Agreement before June 30, 2019. If it is not so completed by June 30, 2019, City shall repay all the grant funds advanced to it as required under Section Trans. 28.08(5) (intro.) and (a), Wis. Admin. Code. If the Approved Project is not operated and adequately maintained for the purpose of transferring commercial waterborne cargoes, or if the Approved Project is converted to a use inconsistent with the purposes of the Harbor Assistance Program, or if the Approved Project is inconsistent with the terms of this grant Agreement during the 25 year period set forth above, or if this grant Agreement is cancelled or terminated for any reason whatsoever, WisDOT shall require full repayment of all funds advanced to City, and City shall promptly pay all such funds to WisDOT upon demand by WisDOT.

ARTICLE 10.0 REPRESENTATIONS AND WARRANTS

Section 10.1 WisDOT

WisDOT represents and warrants that it has the power and authority to enter into this Agreement under Section 85.095, Wis. Stats.

Section 10.2 City

City represents and warrants that it has the power and authority to enter into this Agreement and that entering into this Agreement does not violate any statute, rule or regulation and does not violate any order, writ, injunction or decree of any court, administrative agency or other governmental body.

ARTICLE 11.0 LIABILITY AND INSURANCE

Section 11.1 Hold Harmless

City shall save and hold WisDOT, its officers, employees and agents, harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any act,

omission or operation of City, its officers, employees or agents, its contractors, or its contractors' agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or operation which happens, or is alleged to have happened, in or about a place where such act, omission or operation is performed or should be performed or in the vicinity thereof (1) while a City contractor or subcontractor is performing its work on the Approved Project, or (2) during the period this Agreement between WisDOT and City is in effect, or (3) while any of City's contractor's or subcontractor's property, equipment, or personnel, are in or about such place or the vicinity thereof by reason of or as a result of the performance of City's contractor's or subcontractor's operations including, without limiting the applicability of the foregoing the following: all liabilities, damages, losses, claims, demands and actions on account of personal injury, death or property loss to WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, or to any other person or legal entity whether based upon, or claimed to be based upon, contract or tort or having its basis in worker's compensation under federal or state statutes or having any other code or statutory basis or based upon administrative rules or other provisions or other liability of WisDOT, City, or any other persons, and whether or not caused or claimed to have been caused by the negligence or other breach of duty by WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, City, its officers, employees, agents, contractors, subcontractors or frequenters, or any other person or legal entity. Without limiting the applicability of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trade-mark, copyright or patent infringement, for unfair competition or infringement of any so-called "intangible" property right, for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatsoever. City shall cause its contractors to, at its or their own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claim, demand or action identified in this section.

Section 11.2 Insurance

(a) During the entire construction of the Approved Project and covering all claims arising out of any action or inactions connected in any way to the Approved Project or to any work on the Approved Project, regardless of when first asserted, the City or its contractors shall maintain, at its or their own cost and expense, a comprehensive general liability insurance policy, with per occurrence limits of not less than $2,000,000, providing that WisDOT and its officers, employees and agents are named as additional insureds under the policy or policies. City shall cause to be furnished to WisDOT evidence satisfactory to WisDOT of the comprehensive general liability policy providing coverage satisfactory to WisDOT. In the event of suspended coverage, any modification in terms of this coverage or insurance cancellation, both the insurance carrier and City shall provide WisDOT with written notification of such suspension, modification or cancellation no less than 10 days prior to the suspension, modification, or cancellation. If, upon receipt of such notice, City shall desire to continue this Agreement in effect, City or its contractors shall purchase, at its own cost and expense, such insurance as WisDOT shall deem necessary in its reasonable judgment. Failure to have and to maintain the requisite insurance coverage in full accord with this section is grounds for the immediate termination of this Agreement by WisDOT. Such termination, however, shall not impair any other right of action of WisDOT against City under this Agreement or as otherwise provided by law.

(b) During the entire construction of the Approved Project and covering all claims arising out of any actions or inactions connected in any way to the Approved Project or to any work on the Approved Project, regardless of when first asserted, City and its contractors, as appropriate shall also maintain, at its or their own cost and expense, the types and amounts of insurance coverage shown below:

KIND OF INSURANCE	MINIMUM OF LIABILITY
Worker's Compensation (Including Employer's Liability)	Statutory ($500,000)
Comprehensive Business Vehicle (Including owned and non-owned) Combined Single Limit Liability	$1,000,000 each occurrence
Longshoreman's and Harbor Worker's Compensation (as applicable under 33 U.S.C. 901, et seq.)	Statutory
Merchant Marine Compensation (as applicable under 46 U.S.C. 30104)	Statutory
Contractor's Pollution Liability	$1,000,000 each occurrence
Truckers/Haulers Commercial Auto Liability Endorsed for Pollution	$1,000,000 each occurrence

(c) City shall cause to be furnished to WisDOT evidence satisfactory to WisDOT of the worker's compensation, comprehensive business vehicle and all other applicable policies providing coverage satisfactory to WisDOT. In the event of suspended coverage, any modification in terms of this coverage or insurance cancellation, both the insurance carrier and City shall provide WisDOT with written notification of such suspension, modification or cancellation no less than 10 days prior to the suspension, modification, or cancellation. If, upon receipt of such notice, City shall desire to continue this Agreement in effect, City or its contractors shall purchase, at its own cost and expense, such insurance as WisDOT shall deem necessary in its reasonable judgment. Failure to have and to maintain the requisite insurance coverage in full accord with this section is grounds for the immediate termination of this Agreement by WisDOT. Such termination, however, shall not impair any other right of action of WisDOT against City under this Agreement or as otherwise provided by law.

ARTICLE 12.0 GENERAL PROVISIONS

Section 12.1 Notice

Any notice required or permitted under this Agreement shall be personally served in writing upon the other party by the party giving notice or shall be served by certified mail, return receipt requested, to the following addresses:

Chief of Railroads and Harbors Section	Jason Serck, Planning and Port Director
Wisconsin Department of Transportation	City of Washburn
P.O. Box 7913	1316 North 14th Street
Madison, WI 53707-7913	Washburn, WI 54880

Section 12.2 Designation of Officials

The WisDOT officials authorized to execute any changes in the terms, conditions, or amounts herein on behalf of WisDOT are the Secretary or Deputy Secretary of WisDOT or the Administrator of the Division of Transportation Infrastructure Management of WisDOT or designee. The City official authorized to execute any changes in the terms, conditions, or amounts herein on behalf of City is the Planning and Port Director.

Section 12.3 Choice of Law

This Agreement shall be interpreted in accordance with the statutes and laws of the United States of America and of the State of Wisconsin.

Section 12.4 Contracts

(a) WisDOT has the right to review the contracting and procurement system of City, and City shall assure that WisDOT has the right to review the contracting and procurement system of each contractor. These purchasing and contracting procedures of City and its contractors to obtain goods and services for use in connection with the Approved Project are subject to review by WisDOT upon reasonable notice. City's contracting procedures shall comply with Section 30.32, Wis. Stats.

(b) City shall provide for WisD0T review and written approval of all contracts to be paid in whole or in part with funds provided under this Agreement. City shall obtain WisDOT written approval prior to executing any contract pertaining in any way to the Approved Project. Failure to obtain prior written approval from WisDOT for a contract shall result in no reimbursement with grant funds for costs incurred under that contract.

(c) City shall require each successful bidder, at the time a written contract between City and the contractor is signed, to submit to City a good and sufficient surety bond for the full amount of the contract. The surety bond shall be conditioned upon the faithful performance of the contract and upon the payment of all claims for labor performed and materials furnished under the contract. City shall immediately upon signing a contract submit to WisDOT evidence that a good and sufficient surety bond is in effect. All contracts and surety bonds shall comply with all applicable provisions of Sections 30.32 and 779.14, Wis. Stats. WisDOT shall not pay City any amount due under a construction contract until after WisDOT has received satisfactory evidence that a good and sufficient bond complying with Sections 30.32 and 779.14, Wis. Stats., is in effect for at least the amount of that contract.

Section 12.5 Competitive Bidding

Except as otherwise provided in Section 30.32, Wis. Stats., all work to be let relative to the construction, repair or maintenance of a harbor or harbor facility and all purchases of equipment, supplies or materials relative to carrying out the purposes of the statutes relating to harbors shall be by contract awarded to the lowest competent and reliable bidder with reference to the letting of pubic work in accordance with both local ordinances and the laws of this state, specifically §16.70-16.78, Wis. Stats which applies to all general purchasing of goods and services, and ADM 5-11 and 50, Wisconsin Administrative Code which define purchasing and competitive bidding policies. As requested by the Department, City will provide to the Department written

documentation of the solicitation process. Upon review, the Department will issue written approval to the City to make the award.

Section 12.6 Status of City's Contractor

Any contractor or subcontractor with City, whether acting through its officers, directors, employees, agents or representatives or otherwise, is an independent contractor and in no way shall be deemed an affiliate, partner, joint venturer, or associated in any manner whatsoever with WisDOT.

Section 12.7Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. City's rights hereunder shall not, however, be assignable whether by way of assignment, sublease, license or otherwise, directly or indirectly, without WisDOT's prior written consent.

Section 12.8 Severability

If any term, covenant, condition or provision (or part thereof) of this Agreement, or the application thereof to any party or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision (or remainder thereof) to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 12.9 Amendment

No term or provision of this Agreement or any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing signed by both parties to this Agreement.

Section 12.10 Force Majeure

The parties hereto shall be excused from the scheduled performance of their respective obligations hereunder occasioned by an event beyond their respective control (not due to their own fault, actions, or inactions), which shall include, without limitation: acts of God; strikes or other labor troubles; explosions, fires, vandalism, or malicious mischief; or other causes beyond the reasonable control of the parties. Such excuse shall remain, however, only so long as the event excusing performance shall continue and shall not excuse continued non-performance thereafter.

Section 12.11 Disabled

City agrees that no otherwise qualified disabled individual in the United States, as defined in Section 706(8) of Title 29 U.S.C, or as specifically provided for in subchapter II of Section 111, Wis. Stats., or in Title I of the Americans With Disabilities Act of 1990, 42 U.S.C. 12111, et seq., shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

Section 12.12 Environmental Protection

(a) City agrees that facilities or equipment shall not be acquired, constructed, or improved as a part of this Approved Project unless such facilities or equipment are designed and equipped to limit water and air pollution in accordance with all applicable state and federal standards, statutes, and regulations.

(b) City agrees to conduct all aspects of the Approved Project in compliance with all the requirements of Section 114 of the Clean Air Act, 42 U.S.C 7414, and of Section 308 of the Federal Water Pollution Control Act, 33 U.S.C 1318, and of all applicable regulations issued under those Acts.

(c) City agrees that the environmental impact of the Approved Project has been assessed in accordance with the requirements of the Wisconsin Environmental Policy Act, Section 1.11, Wis. Stats.

(d) City agrees to include, or cause to be included, the criteria and requirements contained in this section in any contract or subcontract under which any of the financial obligations incurred are to be paid from funds provided under this Agreement.

(e) No publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials, may be used for this Approved Project without the prior written concurrence of the Secretary of the Wisconsin Department of Natural Resources, the State Historical Preservation Officer, and required federal authorities.

Section 12.13 Prohibited Interests in the Proceeds of Approved Project

(a) Neither City nor any of its contractors shall enter into any contract, subcontract, or agreement in connection with the Approved Project or any property included or planned to be included in the Approved Project in which any official, officer or employee of the City during his or her tenure or for one year thereafter has any interest, direct or indirect, except as permitted under Section 946.13(2), Wis. Stats.

(b) City shall insert in all agreements entered into by it in connection with the Approved Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No official, officer or employee of the GRANTEE during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or in the proceeds thereof except as permitted under Section 946.13(2), Wis. Stats."

(c) No member of or delegate to Congress or to the Wisconsin State Legislature shall share any benefit that may arise from this Agreement.

Section 12.14 Nondiscrimination

(a) In connection with the performance of work under this Agreement, City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, City further agrees to take affirmative action to ensure equal employment opportunities. City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by WisDOT setting forth the provisions of this nondiscrimination clause.

(b) Pursuant to Section 16.765, Wis. Stats., City shall insert into all agreements entered into by it in connection with the Approved Project, and shall require its contractors to insert in each of their subcontracts, the provision in paragraph (a), of this Section, except that the word "City" shall be stricken and replaced by the word "contractor" and the word "WisDOT" shall be stricken and replaced by "City."

(c) City shall comply with the following laws, policies, regulations, and pertinent directions as may be applicable and will require its contractors and subcontractors through contractual agreement to similarly comply:

(1) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d et seq.

(2) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq.

(3) Subchapter II of Section 111, Wis. Stats.

(4) Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.

(5) Federal Occupational Safety and Health Act of 1970, 29 U.S.C. 653, et seq., and any other applicable occupational safety and health laws or regulations.

Section 12.15 Assurances

(a) City assures WisDOT that funds received under this Agreement will be used solely for the purposes for which the assistance is granted and in conformance with any limitations on any allowable expenditures set forth under the federal or state laws applicable to the funds granted.

(b) City hereby accepts all attendant responsibilities and liabilities associated with its use of WisDOT grant funds including, if applicable, liability for accidents and responsibility for erection and maintenance of fencing and other safety and protective devices.

Section 12.16 Entire Agreement

This Agreement and the attachments hereto contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

ARTICLE 13.0 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

For GRANTEE	For WisDOT
By: _____	By: _____
Jim Paine	Lisa Stern, P.E.
Title: Mayor	Title: Chief of Railroads and Harbors
Date: _____	Date: _____
By: _____	By: _____
Witness: Terri Kalan	Witness: _____
Title: City Clerk	Title: _____

ATTACHMENT I – Certified Survey Map of Approved Project Area

(To be supplied at a later date)

ATTACHMENT II – Plans and Specifications for Construction of the Approved Project

(To be supplied at a later date)

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 SJK

Re: Request to Use City Logo

Date: March 27, 2018

Washburn Marina Inc., the business that contracts with the City of Washburn to operate the marina, has asked for permission to use the City's logo for marketing purposes. The logo, like the one in the letterhead of this memo, would be used on t-shirts, hoodies, and potentially other items such as coffee mugs and water bottles sold at the marina.

I do not recall a request like this before, and I did discuss it with the City Attorney. It was suggested that permission be given on such matters before the City allows its logo to be used on merchandise and for other uses. This would be to prevent the appearance of endorsements of certain projects or issues.

As the City does have a contract with Washburn Marina Inc., and it owns the marina facility, I do not have an objection to this request. The logo would also be paired in some cases with the Washburn Marina logo. I would recommend a motion be made to allow usage of the logo for clothing and other items at the Washburn Marina.

Please let me know if you have any questions.

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

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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: Request to Close E. 6th Street Mid-Block to 2nd Ave E; and 2nd Ave E. from E. 5th St to E. 6th St.

Date: March 28, 2018

A request has been received from the Washburn Police Chief and the Bayfield County Sheriff's Office to close E. 6th Street from mid-block east to 2nd Ave E., and 2nd Ave E. from E. 5th Street to E. 6th St. on Friday June 22nd from 2:00 to 5:00 p.m. The purpose is to hold a bicycle rodeo for kids. It is in effect a training course for bicycle safety.

There are two properties that will have their driveways blocked because of this request, and they will be contacted prior to the event. It is not anticipated to be an issue as the event is for three hours. The County parking lot will be empty during this time as well.

Staff has no objections to this event.

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

City of Washburn Administrator

From: k.johnson@washburnpd.com
Sent: Wednesday, March 21, 2018 12:48 PM
To: Scott
Subject: road closure
Attachments: Final Layout #1.pdf

There will be a bicycle rodeo for kids on June 22nd put on by the County and assisted by WPD. We will request permission for a road closure from 2-5 PM on East 6th Street mid-block in front of the court house to the intersection of 2nd Avenue East. We will also request 2nd Avenue East be closed from East 5th Street to East 6th Street. The reason for the closure is to have sufficient space for the kids to ride their bikes free of any traffic or parked vehicles. We would probably have to place no parking signs on those areas the night before. Let me know if you need anything further from me. I have attached a map of the proposed closure area.

Ken Johnson
Chief of Police
Washburn Police Department
715-373-6164, ext 106

N
N 2nd Ave E
E 4th St
E 5th St
N 2nd Ave E
E 5th St
N 2nd Ave E
04/25/2009

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

Re: Top – O – Wisconsin Good Sam RV Club Request

Date: March 26, 2018

The Top-O-Wisconsin Good Sam Chapter (RV Club) would like to reserve up to eight sites between West End Park and Memorial Park from May 20 through May 24, 2018 (four nights). Like past years, there would be an exchange for community service for some of the fee. They are requesting to be charged for one -night's stay and do approved community service for the remainder of the stay.

They are proposing various projects and that the City provide the materials. This is similar to what was done the past several years, and the proposed projects do need to be completed. The Public Works Director has been informed and is supportive of the request. I do not have an objection to the reservation as this is a request during the shoulder season and during the week. The only condition is that a certificate of insurance be provided/or volunteer waivers given if the Council approves the event.

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

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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: Dan Stoltman, Assistant City Administrator

Re: Midland Services, INC Class "A" (Beer) Alcohol License & Agent

Date: March 28, 2018

Leino's Gas and Food is being sold to Midland Services, Inc beginning on May 1, 2018. This requires that a new alcohol license be issued. Enclosed you will find the application for a Corporation Class "A" Fermented Malt Beverage (beer), as well as an appointment for Blake Nelson as the agent. The publication notice for the license will occur on March 26, 28, and 29. Providing no objections come from the publication, and the background check for the agent comers back clean, I recommend approval of both license and agent.

$50 Adv Fee

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

456-0000294177-02

Applicant's WI Seller's Permit No.:	FEIN Number:

LICENSE REQUESTED ▶

TYPE	FEE
☒ Class A beer	$ 18.00
☐ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only) *	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 50
TOTAL FEE	$ 68.00

For the license period beginning 5/1/18 20 ___;
ending 6/30 20 18

TO THE GOVERNING BODY of the: ☒ Town of ☐ Village of ☒ City of } Washburn

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☒ CORPORATION/NONPROFIT ORGANIZATION
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ ___

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Richard Frostman	2571 Junction Rd	Ashland WI 54806
Vice President/Member	Greg Massoglia	9181 W Old Hwy 10	Saxon WI 54559
Secretary/Member	Pete Tetznet	30840 Wunnebo Rd	Washburn WI 54891
Treasurer/Member	GM Trent Allen	25100 Cozy Corner Rd	Ashland WI 54806
Agent ▶	Blake Nelson	111 10th St E.	Ashland WI 54806
Directors/Managers			

3. Trade Name ▶ Midland Services INC Business Phone Number 715-373-5722
4. Address of Premises ▶ 137 W Bayfield St Post Office & Zip Code ▶ Washburn WI 54891
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 1931 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) ENTIRE Building
10. Legal description (omit if street address is given above): ___
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
    (b) If yes, under what name was license issued? Leino's Gas + Goods INC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 15th day of March, 2018

Randall R Knapp

(Clerk/Notary Public)

My commission expires 5-26-19

Notary Public State of Wisconsin

Trent Allen

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

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

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
3-15-18	4-9-18		
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 the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

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

The undersigned duly authorized officer(s)/members/managers of Midland Services INC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Midland Services INC
(trade name)

located at 137 W Bayfield St Washburn WI 54891

appoints Blake Nelson
(name of appointed agent)

111 10th St E 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? _____

Place of residence last year _____

For: _____
(name of corporation/organization/limited liability company)

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

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Blake Wayne Nelson (print/type agent's name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

(signature of agent) 3/19/18 (date) Agent's age 28

111 10th St E Ashland, WI 54806 (home address of agent) Date of birth 10/16/1989

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 _____ (date) by _____ (signature of proper local official) Title _____ (town chair, village president, police chief)

CITY OF WASHBURN
BARTENDER LICENSES
July 1, 2017 thru June 30, 2019

Approved 5/8/17 #19-01 thru #19-17	**Provisional Approved 5/8/17 #19-18 expires 7-7-17.**	**Provisional Approved #19-19 expires 6/16/17.**	**Approved 6/12/17 #19-18 thru #19-35**		**Provisional Approved 6/24/17 #19-36 expires 8/23/17.**	**Approved 7/10/17 #19-36**	
Provisional Approved #19-37 expires 8/27/17.	**Provisional Approved #19-38/ 7/12/17 expires 9/10/17.**	**Approved 8/14/17 #19-37 &#19-38**	**Provisional Approved 9/15/17 #19-39**		**Provisional Approved 9/20/17 #19-40**	**Approved 10/9/17 #19-39 & #19-40**	
Provisional Approved 9/29/17 #19-41 expires 11/28/17	**Provisional Approved 10/23/17 #19-42 expires 12/22/17**	**Approved 11/13/17 #19-41 & #19-42**	**No licenses for 12/11/17**		**Provisional Approved #19-43 12/4/17 expires 2/2/18**	**Provisional Approved #19-44 12/13/17 expires 2/11/18**	
Approved January 8, 2018 #19-43 & #19-44	**Provisional Approved #19-45 1/4/18 expires 3/5/18**	**Provisional Approved #19-46 expires 3/9/18**	**Approved 2/12/18 #19-45 & #19-46**		**Provisional Approved 2/9/18 #19-47 expires 4/10/18**	**Provisional Approved 2/22/18 #19-48 expires 4/23/18**	
Approved 3/12/18 #19-47 & #19-48	**Provisional Approved #19-49 expires 4/30/18**	**Provisional Approved #19-50 expires 5/18/19**	**Provisional Approved #19-51 expires 5/22/18**		**Provisional Approved #19-52 expires 5/26/18**	**Pending Approval 4/9/18 #19-49 thru #19-52**	**PICKED**
LAST NAME	**FIRST NAME**	**MIDDLE NAME**	**MAIDEN OR PREVIOUS NAME**	**PAID**	**PLACE OF BUSINESS**	**RENEWAL OR NEW LICENSE**	**UP**
MacArthur	Wendy	Marie	Sorenson	X	Washburn IGA	Renewal #19-01	X
Terry	Paige	Alexis	Parks	X	Washburn IGA	Renewal #19-02	X
Ainsworth	Terri	Lea		X	Washburn IGA	Renewal #19-03	X
Larson	Kristy	Anne	Roy	X	Washburn IGA	Renewal #19-04	X
McAuliffe	Shana	Mae		X	Washburn IGA	Renewal #19-05	X
Wilcox	Cameron	Ross		X	Washburn IGA	Renewal #19-06	X
Haughn	Carl	Albert		X	Washburn IGA	Renewal #19-07	X
Defoe	Nicholas	Mark		X	Washburn IGA	Renewal #19-08	X
Johnson	Teresa	Lynn		X	Washburn IGA	Renewal #19-09	X
Vilandre	Roselle	Simone		X	Washburn IGA	Renewal #19-10	X
Johnson	Jamie	Lynne		X	Patsy's	Renewal #19-11	X
Klaar	Jessica	Lee	Goldman	X	Firehouse Bar	Renewal #19-12	X
Heggie	Dianna	Princess	Pliska	X	Holiday	Renewal #19-13	X
Lindsley	Donna	Louise		X	Holiday	Renewal #19-14	X
Stensvad	Lois	Janet		X	Da'lous Bistro	Renewal #19-15	X
Doman	Daniel	Todd		X	The Snug	Renewal #19-16	X
Doman	Kristi	Maria	Lafond	X	The Snug	Renewal #19-17	
Forman	Jami	Jo		X	LkSupView Golf	Provisional #19-18 New #19-18	X X
Carcoba-Defoe	Irene			X	Patsy's	Provisional #19-19 New #19-19	X X
Sundquist	Roberta	Lee		X	Leino's	Renewal #19-20	X
Lawyer	Rose	Marie		X	Da'lou's Bistro	Renewal #19-21	X

Pierce	Vanessa	Michelle	Capponcelli	X	Leino's	Renewal #19-22	X
Bresette	Amanda	Louise		X	Leino's	Renewal #19-23	X
Brevak	Jane	Elizabeth	Hudson	X	LkSupView Golf	Renewal #19-24	X
Weaver	Mary	Johanna		X	LkSupView Golf	Renewal #19-25	X
Hudson	Dana	Ingrid	Brevak	X	LkSupView Golf	Renewal #19-26	X
May	Sarah	Kristen		X	The Snug	Renewal #19-27	X
Beagan	John	David		X	Stagenorth	Renewal #19-28	X
Vernon	Louise	Annette	Faulkner	X	LkSupView Golf	Renewal #19-29	X
Swanson	Charlene	Karen	Brevak	X	LkSupView Golf	Renewal #19-30	X
Reese	Wendy	Carolyn	Deerly	X	Roaming	Renewal #19-31	X
Eder	Kenneth	George		X	Roaming	Renewal #19-32	X
Verville	Lisa	Marie		X	Roaming	Renewal #19-33	X
Woodworth	Elizabeth	Loring		X	Stagenorth	Renewal #19-34	X
Stadler	Robert	Lee		X	Patsy's	Renewal #19-35	X
Steinkopf	Peter	Joseph		X	Washburn IGA	Provisional #19-36 New #19-36	X X
Defoe	Kelsey	Jaqueline	Defoe	X	Holiday	Provisional #19-37 New #19-37	X X
Merton	Ian	Michael		X	Leino's	Provisional #19-38 New #19-38	X X
Ochsenbauer	James	Edward		X	Holiday	Provisional #19-39 New #19-39	X X
Burton	Magenta	Ivy		X	Washburn IGA	Provisional #19-40 New #19-40	X X
Jack	Millie	Bertha		X	Checkerz Café	Provisional #19-41 New #19-41	X X
Benson	Christopher	John		X	Holiday	Provisional #19-42 New #19-42	X X
Gray	Teresa	Ann	Hausback	X	Roaming	Provisional #19-43 New #19-43	X X
Collins	Dorothy	Anne		X	Holiday	Provisional #19-44 New #19-44	X X
Swanson	Karen	Kay		X	Holiday	Provisional #19-45 New #19-45	X
Granger	Meta	Rose	Greenwood	X	Washburn IGA	Provisional #19-46 #19-46	X X
Byerhof	Jessica	Ashley		X	Washburn IGA	Provisional #19-47 New #19-47	X X
Currier	Lynn	Marie	Armstrong	X	Washburn IGA	Provisional #19-48 New #19-48	X X
Gurnoe	Ashly	Ann		X	Holiday	Provisional #19-49 New #19-49	X
Jacobson	Mavis	Jill-Marie	Koski	X	A Nickel's Worth	Provisional #19-50 New #19-50	X
Olson	Joslyn	Edward		X	Patsy's	Provisional #19-51 New #19-51	
Mott	Victoria	Jane	Stariha	X	Holiday	Provisional #19-52 New #19-52	