

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



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

NOTICE OF FINANCE COMMITTEE MEETING Monday, August 12, 2019 City Hall 4:30PM
▪ Committee Review-Monthly Expenditures

NOTICE OF CITY COUNCIL MEETING
Monday, August 12, 2019 Washburn City Hall 5:30 PM

The Council may elect to go into Closed Session for a portion of the meeting pursuant to Wisconsin State Statutes 19.85(1)(e) deliberating or negotiating the purchasing of public property and for competitive reasons following which they may reconvene in Open Session to take any action necessary on the closed session items.

AGENDA

- Call to Order/Roll Call/Pledge of Allegiance
- Approval of Minutes – City Council Meetings – July 8, 2019
- Approval of Monthly Expenditures via Roll Call Vote
- Public Comment
- Mayoral Announcements, Proclamations, Appointments
 - Vacancies on Harbor Commission; Library Board
- Discussion & Action on Draft Certified Survey Map of Lots in Blocks 18 and 23 of the DuPont Park Addition to the City of Washburn – James Bratley, Petitioner **TAB 1**
- Presentation, Discussion & Action Sidewalk Repairs – Linda Coleman and Connie Wroblewski, Petitioners **TAB 2**
- Discussion & Action on Offer by Bayfield Properties, LLC to Purchase City Lot #47 – John Carlson, Representing Petitioner **TAB 3**
- Discussion & Action on Special Event Request for Book Across the Bay on February 14 and 15, 2020 – Benjamin Thoen, Petitioner **TAB 4**
- Discussion & Action on Acceptance of Bid and Award of Contract for Thompson’s West End Park Boat Launch Dock Replacement Project **TAB 5**
- Discussion & Action on Acceptance of Bid and Award of Contract for 2019 Street Chip Seal Projects **TAB 6**
- Discussion & Action on Process/Consultants for a Revised or New Comprehensive Plan **TAB 7**
- Discussion & Action on Recommendation to Allocate \$7,500 from 2019 Capital Budget Savings or From the Park Designated Fund for Campground Pad Improvements **TAB 8**
- Discussion & Action on Goose Control Activities in the West End Park/Treatment Plant Area **TAB 9**
- Discussion & Action on Establishment of Council Member E-mail Addresses **TAB 10**
- Alcohol Licensing Matters – **TAB 11**
 - New Bartender License Applications - #21-32 Through #21-35
- Closed Session Items
 - Negotiation on Offer by Bayfield Properties, LLC to Purchase City Lot #47
- Adjourn

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

July 8, 2019

CITY OF WASHBURN COMMON COUNCIL MEETING

5:30PM Washburn City Hall

Present: City Council Members: Aaron Austin, Carl Broberg (5:35), Karen Spears-Novachek, Jennifer Maziasz, Tom Neimes, Laura Tulowitzky

Municipal Personnel: Mayor Richard Avol, City Administrator Scott J. Kluver, Assistant City Administrator Tony Janisch, City Attorney Max Lindsey

Excused Absence: Mary McGrath

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

Approval of Minutes – City Council Meetings of June 10 and June 17, 2019– A motion was made by Novachek to approve the June 10th and June 17, 2019– minutes, second by Austin. Motion carried unanimously.

Approval of Expenditures- A motion was made by Novachek to approve the monthly expenditures, second by Tulowitzky. Motion carried unanimously via roll call vote of all five (5) councilors in attendance.

Public Comment – Emily Systma 103 W. 3rd St., asked if a weed commissioner is appointed and how to reach out about a vacant house with high grass. She is also interested in the signage discussion on the agenda and about business owners off of Bayfield St. being able to have signage on Bayfield St. directing to their business.

Broberg entered the meeting.

Mayoral Announcements, Proclamations, Appointments- Avol announced there are openings on the Harbor Commission. Welcomed Tony Janisch as the newly appointed Assistant City Administrator.

Discussion & Action on Recommendation to Amend the City’s Zoning Map for the Marina Storage Building Properties– No Discussion. Moved by Tulowitzky to approve the recommendation to amend the City’s Zoning Map for the Marina Storage Building Properties, second by Neimes. Motion carried unanimously.

Discussion & Action on Second Driveway Request at 601 W. 4th St. – Ethan Rossing, Petitioner – He is requesting a second driveway to accommodate parking of a work truck and trailer currently being parked on the property. Tulowitzky questioned if this approval will be set a precedence for the future. Kluver stated that this would be on a case-by-case bases and not a blanket approval. Maziaz further questioned if these types of requests have ever been denied and if they ever go to the Plan Commission for approval. Avol stated that with his history on council, there have been very few of these types of requests. He further stated that he drove by the property and didn’t see any problems. Kluver then stated that driveways are under the public works code. Moved by Neimes to approve the second driveway request of Ethan Rossing, second by Austin. Motion carried unanimously.

Discussion & Action on Resolution 19-008 for the Borrowing of \$169,000 from the Board of Commissioners of Public Lands Trust for the Purpose of Financing Solar Panels and Energy Improvements at the Wastewater Treatment Plant – Council approved the Solar Photovoltaic (PV) System and Design Project at the June 10, 2019 meeting. Reference documents included an Application for State Trust Fund Loan citing a \$169,000 loan for a 20-year term at a 4.00 % rate. Novachek referenced verbiage on page 3, the Form of Record, and questioned if the City would be levying a tax. Kluver stated that

if the project did not perform appropriately, the tax levy would be responsible to cover the debt. Moved by Novachek to approve Resolution 19-008 for the borrowing of funds to finance solar panels and energy improvements at the wastewater treatment plant, second by Broberg. Motion carried unanimously via a roll call vote.

Discussion & Action on Bayfield Street Way-Finding Signage – Jeff Moberg, Petitioner – Kluver stated that this project was discussed and approved several years ago. However, at that time there was opposition and funds were not available. Funding is available now and there is a request to pursue the project with proposed changes to the sign's texts. If approved, the project would need reapproval from the DOT before signs could be manufactured and installed. Austin questioned if other comments or feedback should be sought, specifically mentioning the Historic Preservation Committee. Tulowitzky concurred and asked the timeframe if approval was delayed. Avol stated that the timeframe is based upon DOT approval, manufacturing, and then installation. They would not be here this summer. Novachek added that the last time (2016-17) it was a 4-month turnaround just for DOT approval. Neimes encouraged not changing the name of the Coal Dock, because of local history reference. Tulowitzky moves to open floor, second by Neimes. Motion carried unanimously. Jeff Moberg stated that he doesn't have issue with any suggested changes, just to have appropriate signage to help visitors and show pride in the amenities and assets of the community. Maziaz stated that Council previously spent a lot of time refining wording that was initially proposed, to help simplify and make easier to read. She felt that some changes could be made, and that Council could make a decision tonight, and that representation was included the first time from the historical group. She further stated that the Fishing Pier should be removed. Avol stated that there should not be a sign to the Soccer Fields because these are on private property, the remaining points are public entities. He further questioned where the Health Complex is. Novachek responded that she believes this to reference the nursing home, which is a private facility and not relevant. Tulowitzky questioned undertaking to add signs later. Kluver stated that each time would require re-permitting. Maziaz agreed and suggested removing Fishing Pier from the sign. Mary Motiff stated that the suggested changes provided are from her and that she's conducted informal surveys with residents and businesses about wayfinding. She further stated that while residents know what the Coal Dock is, visitors would be more apt to drive there if the sign read City Dock. Maziasz moves to accept the proposed signage with the suggested changes of #1,3,4,5,6,7; removing Health Complex & Fishing Pier and excluding #2-Soccer Fields, second by Neimes. Avol suggested an amendment to the motion to change Carnegie Library to Public Library. Novachek suggested an additional amendment to change Historic Lakeshore and Walking Trail to Lakeshore and Historic Walking Trail (sign identified at Location B). Maziaz questioned why there were two different Location B sign examples in the packet. The first identifying Lake Superior, the second with Lakeshore. Kluver stated that the first example is actually the replacement the second from the original Council discussion. Maziaz accepted these friendly amendments of changes being Public Library and the first Location B example of Lake Superior, Historic Walking Trail, etc. to the motion, second by Neimes. Motion carried unanimously. Broberg moved to close the floor, second by Austin. Motion carried unanimously.

Discussion & Action on Ordinance 19-006 Amending to Update the Amount Charged for Violation of the Winter Parking Regulations; and Updating the Deposit Schedule to Increase Winter Parking Violations to \$30– Moved by Novachek to adopt Ordinance No. 19-006, second by Broberg. Motion carried unanimously.

Discussion & Action on Ordinance 19-007 To Update the Regulations regarding Inoperable, Wrecked, or Discarded Vehicles– Moved by Novachek to adopt Ordinance No. 19-007, second by Broberg. Motion carried unanimously.

Discussion & Action on Renewal of Agreement with Eagle Auditing & Accounting LLC for Audit Services for 2019, 2020, and 2021, and Renewal of Agreement with Mark A. VanVlack for Accounting Services for 2019– Motion by Broberg to renew agreements with Eagle Auditing & Accounting LLC for

auditing services for 2019, 2020, 2021 and with Mark A. VanVlack for accounting services for 2019, second by Neimes. Motion carried unanimously.

Alcohol Licensing Matters – New Bartender License Applications - #21-27 Through #21-31 – A motion was made by Broberg to approve New Bartender License Applications – #21-27 through #21-31, second by Maziaz. Motion carried unanimously.

Adjourn – Motion to adjourn by Tulowitzky, seconded by Novachek. Motion carried unanimously. Meeting adjourned at 6:10 pm.

Tony Janisch
Assistant City Administrator

FINANCE COMMITTEE MEETING 4:30PM

Committee Member Karen Spears Novachek, and Aaron Austin reviewed monthly expenditure vouchers.

CITIZEN PROFILE

APPLICATION FOR CITY OF WASHBURN
COMMITTEE, BOARD, or COMMISSION SEAT

Please use this form to express your interest in serving on a committee, board, or commission of the City of Washburn. Return to the City Clerk's office at City Hall, 119 Washington Avenue, P.O. Box 638, Washburn, Wisconsin 54891. You may submit any additional material to support your application if you desire. Information on vacancies can be obtained by calling the Clerks office.

Most committee, board or commission appointments are mayoral appointments confirmed by the Council.

Name of City Committee, Board, or Commission:

Library Board

Name of Applicant:

Ellen Avol-Law

Home Address:

29635 County Hwy C, Washburn, WI

Home Phone: 765 373-0254

cell

765

Business Phone: 813-0185

Email thrtch@gmail.com

Occupation:

Retired Special Education / 4K teacher

Are you currently serving on a City Committee, board or commission?

Yes

No

If yes, please list:

I do serve on the Northern Lights Health Care Board

Please describe the background and experience you can bring to work of the board you seek.

I am a retired teacher. I taught for 25 years, the last 11 here in Washburn. I have worked with and taught students of all ages; increasing their love of books and reading.

Are you able to attend its meetings regularly? Yes

X

No

Signature:

Ellen Avol-Law

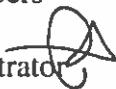
Date:

7/30/19

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: Bob Anderson, Assistant Zoning Administrator 
Re: Proposed Certified Survey Map of Dupont Park Addition, Blocks 18 ad 23.
Date: July 29, 219

Enclosed you will find a copy of a preliminary Certified Survey Map (CSM) for the new property boundaries of Lots 1 and 2. This proposed modification alleviates previous encroachment issues on the properties.

The lots on this map are zoned Single Family Residential and the dimensions of both lots conform to the zoning code. The map is also consistent with the Comprehensive Plan. I recommend that the proposed Certified Survey Map be approved.

BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. _____

3039

A DIVISION OF BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 683, RECORDED IN VOLUME 5 OF CSM ON PAGES 16-17, AS DOCUMENT NO. 385373, LOTS 1 AND 2 OF BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 1694, RECORDED IN VOLUME 10 OF CSM ON PAGES 76-77, AS DOCUMENT NO. 2010R-532859, BLOCK 18 AND THE ADJOINING PARTS OF THE VACATED STREETS, AVENUES, DRIVES, BOULEVARDS AND ALLEYS, ALL LOCATED IN DUPONT ADDITION TO THE CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN

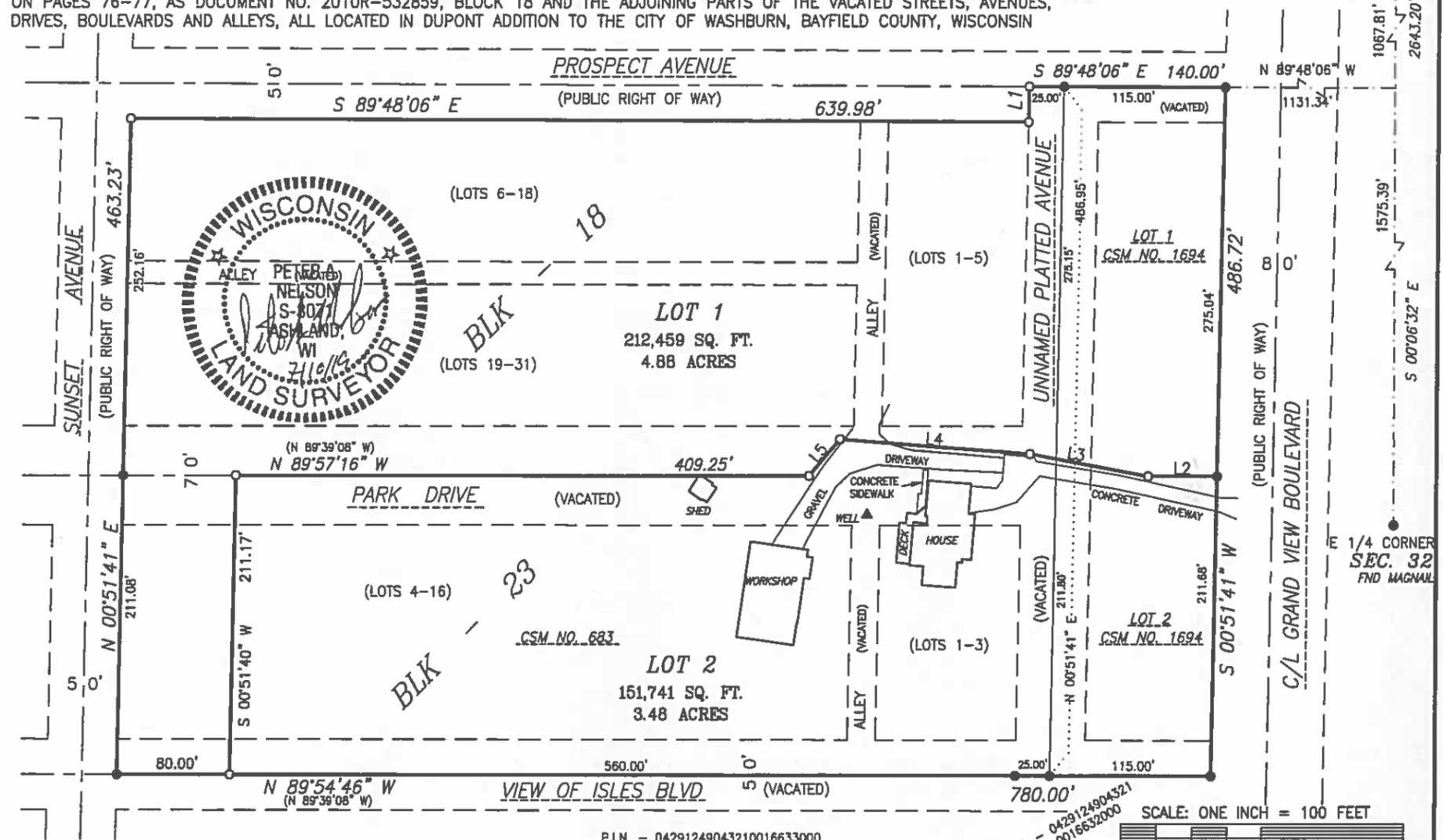
NE CORNER
SEC. 32
1" REBAR

BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 32, BEING S 00°06'32" E

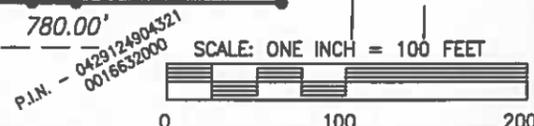
TOTAL AREA
384,200 SQ. FT.
8.96 ACRES

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°51'41" E	25.00'
L2	N 89°57'19" W	49.04'
L3	N 79°25'19" W	88.18'
L4	N 85°41'53" W	135.71'
L5	S 40°01'33" W	33.70'



P.I.N. - 04291249043210016633000



LEGEND
● 1-1/4" IRON PIPE FOUND IN PLACE, UNLESS NOTED OTHERWISE
○ 1" X 18" IRON PIPE, SET THIS SURVEY, WEIGHING 1.13LB/FT

PIPE DIMENSIONS ARE OUTSIDE DIAMETER

CLIENT: BRATLEY, J.
JOB NO.: N19/012
SCALE: ONE INCH = 100 FEET
DATE: 6/24/2019
FIELD WORK COMPLETED: 6/18/2019

DRAFTED BY: P. NELSON
FILE: N/WASHBURN, CITY OF/DUPONT PARK
PSDATA/LTN09_95 ACAD/N19_012 BRATLEY
NB. 414 PG. 65
SHEET 1 OF 2 SHEETS

NELSON SURVEYING INCORPORATED
101 W. MAIN STREET SUITE 100
ASHLAND, WISCONSIN 54806
(715) 682-2692
FAX: (715) 682-5100
SURVEYING YOUR NECK OF THE WOODS SINCE 1854
MAP NO. CSM 3039 ©

BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. _____

A DIVISION OF BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 683, RECORDED IN VOLUME 5 OF CSM ON PAGES 16-17, AS DOCUMENT NO. 385373, LOTS 1 AND 2 OF BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 1694, RECORDED IN VOLUME 10 OF CSM ON PAGES 76-77, AS DOCUMENT NO. 2010R-532859, BLOCK 18 AND THE ADJOINING PARTS OF THE VACATED STREETS, AVENUES, DRIVES, BOULEVARDS AND ALLEYS, ALL LOCATED IN DUPONT ADDITION TO THE CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

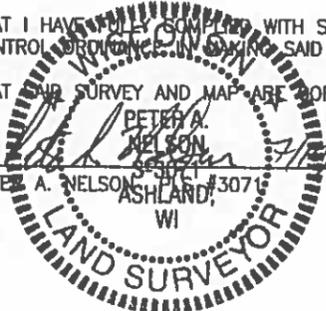
I, PETER A. NELSON, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY:

THAT ON THE ORDER OF JAMES BRATLEY, I HAVE SURVEYED, DIVIDED AND MAPPED BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 683, RECORDED IN VOLUME 5 OF CSM ON PAGES 16-17, AS DOCUMENT NO. 385373, LOTS 1 AND 2 OF BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. 1694, RECORDED IN VOLUME 10 OF CSM ON PAGES 76-77, AS DOCUMENT NO. 2010R-532859, BLOCK 18 AND THE ADJOINING PARTS OF THE VACATED STREETS, AVENUES, DRIVES, BOULEVARDS AND ALLEYS, ALL LOCATED IN DUPONT ADDITION TO THE CITY OF WASHBURN, BAYFIELD COUNTY, WISCONSIN;

THAT THIS MAP IS A TRUE REPRESENTATION OF SAID SURVEY;

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CITY OF WASHBURN SUBDIVISION CONTROL ORDINANCE IN MAKING SAID SURVEY, SUBDIVISION AND MAP; AND

THAT SAID SURVEY AND MAP ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


PETER A. NELSON, PLS #3071
ASHLAND, WI

CITY OF WASHBURN ZONING APPROVAL

THIS BAYFIELD COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF WASHBURN ZONING COMMITTEE.

_____ DATED THIS _____ DAY OF _____, 2019
SCOTT KLUVER - CITY ADMINISTRATOR

CERTIFICATES	CLIENT: BRATLEY, J. JOB NO.: N19/012 DRAFTED BY: P. NELSON DATE: 6/24/2019 FIELD WORK COMPLETED: 6/17/19 FILE: N/WASHBURN, CITY OF/DUPONT PARK PSDATA/LTM09_95 ACAD/N19_012 BRATLEY NB. 414 PG. 65 SHEET 2 OF 2 SHEETS	NELSON SURVEYING INCORPORATED 101 W. MAIN STREET SUITE 100 ASHLAND, WISCONSIN 54806 (715) 682-2692 FAX: (715) 682-5100 MAP NO. CSM 3039 SURVEYING YOUR NECK OF THE WOODS SINCE 1954 ©
--------------	--	---

2

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: ^{SK} Scott J. Kluver, Administrator
Re: Sidewalk Replacement Requests
Date: July 30, 2019

Enclosed you will find materials provided by Ms. Linda Colman and Ms. Connie Wroblewski who wish to address the Council regarding the condition of sidewalks in the City and request that the Council consider action in the near future to order that all dilapidated sidewalks be repaired by the owner or that the City specially assess repairs to the owners. They will make their comments and may have additional handouts.

We all know that the overall condition of the sidewalks in the City is horrible. As I have spoken on this issue many times, I will limit my comments to a few brief points:

1. The Council needs to consider where they want sidewalks and focus on those areas. I have advocated starting with Bayfield Street (which we have been working on) and then consider moving up Washington Avenue, and then to the schools and Courthouse area.
2. Where the City wants sidewalks, know that it needs to be done right. There is no magic pill to repair dilapidated sidewalks. They need to be done to ADA and City standards established in the code. That means that in some places, trees may need to be removed if that is where sidewalks are desired.
3. Sidewalks may be very expensive for some property owners. There again is really no way around this. There will likely be pushback. It comes down to where sidewalks are desired in the City and whether or not the improvement of sidewalks outweighs the cost.
4. If we are going to have sidewalks, the winter maintenance will need to be put on the property owner, but the City will have to enforce it. It is another task that will need to be done. We are finally getting property owners on Bayfield Street used to this process.

WISCONSIN LEGISLATURE:

66.0907 SIDEWALKS

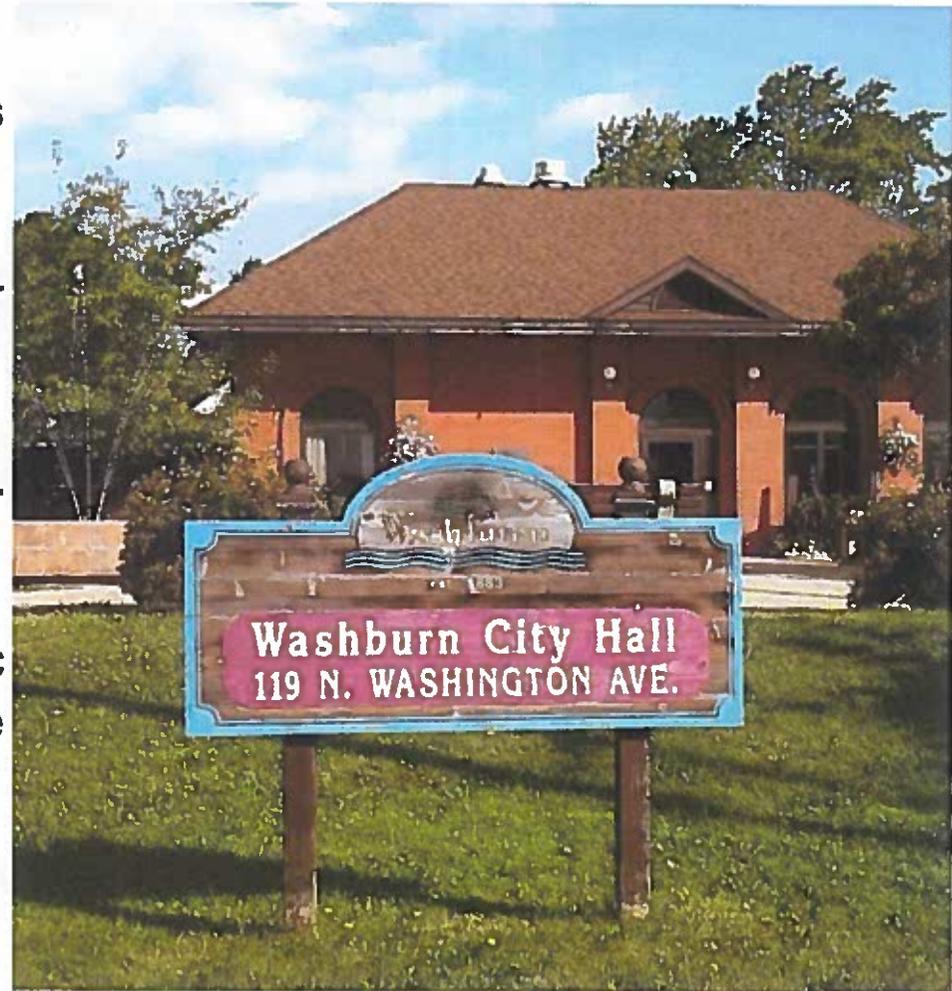
- (1) Part of street; obstructions. Streets shall provide a right-of-way for vehicular traffic and, where the council requires, a sidewalk on either or both sides of the street. The sidewalk SHALL be for the use of persons on foot, and no person may encumber the sidewalk with boxes or other material. The sidewalk SHALL be kept clear for the use of persons on foot.**

**Washburn City Ordinance(s)
Chapter 2: Streets and Sidewalks**

WASHBURN CITY ORDINANCES
Sec. 6-2-2 Construction and Repair
of Sidewalks.

a) Sidewalk Repair or Construction.

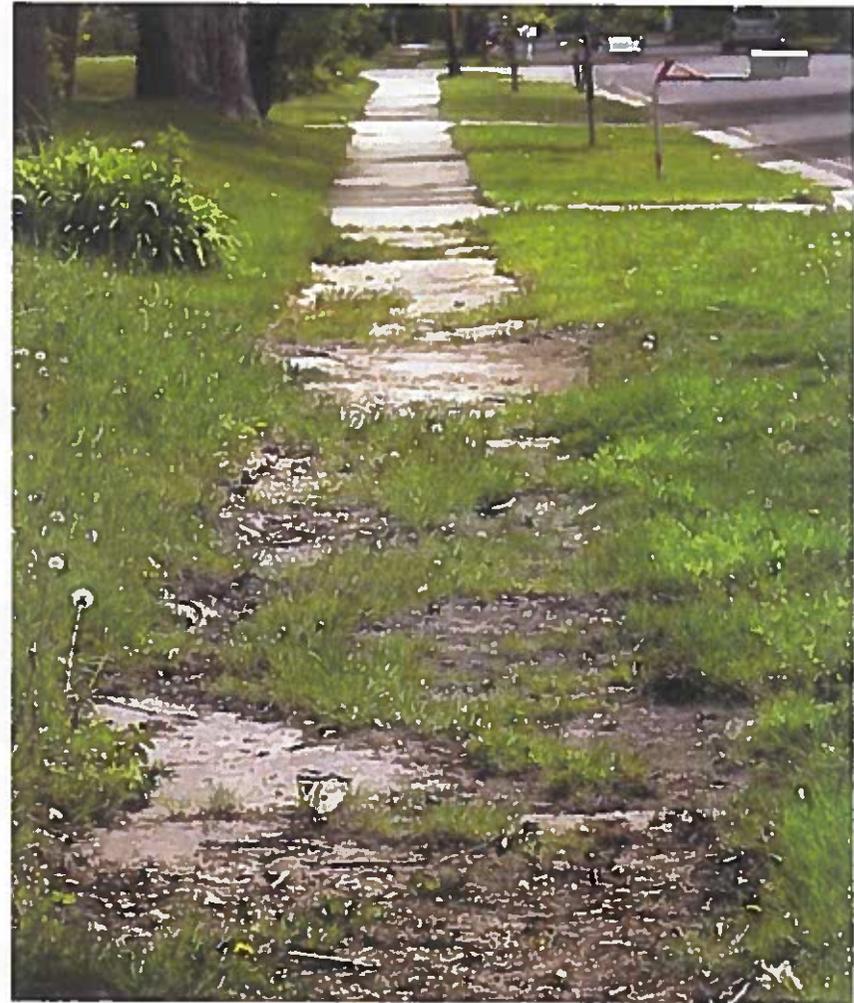
1) Where the Common Council deems sidewalks to be in the public interest, it SHALL be the duty of the abutting owner to build, repair, contract and perpetually maintain sidewalks along or upon any street, alley or highway in the City of Washburn.





d) Repair or Replacement of Defective Sidewalks.

- Pursuant to Sec. 66.0907, Wis. Stats., the Common Council may order at any time property owners to repair or remove and replace any sidewalk which is unsafe, defective or insufficient. If the property owner SHALL fail to so repair or remove and replace such sidewalk within sixty (60) days after service of the notice required by the Wisconsin Statutes, the Common Council SHALL repair or construct such sidewalk and the City Clerk SHALL enter the total cost thereof upon the tax roll as a special tax against said lot or parcel of land.If the property owner SHALL fail to repair such sidewalk within the required period, the Common Council SHALL make the necessary repairs and the City Clerk SHALL enter the total cost thereof on the tax roll as a special tax against said parcel, unless by resolution the Common Council determines that such cost shall be paid by the City or shared between the property owner and the City.





Sec. 6-2-5 Obstructions and Encroachments.

a) No person **SHALL** encroach upon or in any way obstruct or encumber any street, alley, sidewalk, public grounds or land dedicated to the public use, or any part thereof,

d) **Removal by City for Sidewalk Obstructions and Encroachments.** In addition to any other penalty imposed, if any City enforcement official determines that a sidewalk is unlawfully obstructed in violation of this Section, he/she **SHALL** issue a written notice to the owner or occupant of the premises which adjoins the obstructed sidewalk directing that the obstruction be removed within twenty-four (24) hours.





SIDEWALKS STATUTE

66.0907 Sidewalks.

- (1) **PART OF STREET; OBSTRUCTIONS.** Streets shall provide a right-of-way for vehicular traffic and, where the council requires, a sidewalk on either or both sides of the street. The sidewalk shall be for the use of persons on foot, and no person may encumber the sidewalk with boxes or other material. The sidewalk shall be kept clear for the use of persons on foot.
- (2) **GRADE.** If the grades of sidewalks are not specially fixed by ordinance, the sidewalks shall be laid to the established grade of the street.
- (3) **CONSTRUCTION AND REPAIR.**
 - (a) *Authority of council.* The council may by ordinance or resolution determine where sidewalks shall be constructed and establish the width, determine the material and prescribe the method of construction of standard sidewalks. The standard may be different for different streets. The council may order by ordinance or resolution sidewalks to be laid as provided in this subsection.
 - (b) *Board of public works.* The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by the council.
 - (c) *Notice.* A copy of the ordinance, resolution or order directing the laying, removal, replacement or repair of sidewalks shall be served upon the owner, or an agent, of each lot or parcel of land in front of which the work is ordered. The board of public works, or either the street commissioner or the city engineer if so requested by the council, may serve the notice. Service of the notice may be made by any of the following methods:
 1. Personal delivery.
 2. Certified or registered mail.
 3. Publication in the official newspaper as a class 1 notice, under ch. 985, together with mailing by 1st class mail if the name and mailing address of the owner or an agent can be readily ascertained.
 - (d) *Default of owner.* If the owner neglects for a period of 20 days after service of notice under par. (c) to lay, remove, replace or repair the sidewalk the city may cause the work to be done at the expense of the owner. All work for the construction of sidewalks shall be let by contract to the lowest responsible bidder except as provided in s. 62.15 (1).
 - (e) *Minor repairs.* If the cost of repairs of any sidewalk in front of any lot or parcel of land does not exceed the sum of \$100, the board of public works, street commissioner or city engineer, if so required by the council, may immediately repair the sidewalk, without notice, and charge the cost of the repair to the owner of the lot or parcel of land, as provided in this section.
 - (f) *Expense.* The board of public works shall keep an accurate account of the expenses of laying, removing and repairing sidewalks in front of each lot or parcel of land, whether the work is done by contract or otherwise, and report the expenses to the comptroller. The comptroller shall annually prepare a statement of the expense incurred in front of each lot or parcel of land and report the amount to the city clerk. The amount charged to each lot or parcel of land shall be entered by the clerk in the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel of land and collected like other taxes upon real estate. The council by resolution or ordinance may provide that the expense incurred may be paid in up to 10 annual installments and the comptroller shall prepare the expense statement to reflect the installment payment schedule. If annual installments for sidewalk expenses are authorized, the city clerk shall charge the amount to each lot or parcel of land and enter it on the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel each year until all installments have been entered, and the amount shall be collected like other taxes upon real estate. The council may provide that the street commissioner or city engineer perform the duties imposed by this section on the board of public works.

- (5) **SNOW AND ICE.** The board of public works shall keep the sidewalks of the city clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so, and the expense of clearing in front of any lot or parcel of land shall be included in the statement to the comptroller required by sub. (3) (f), in the comptroller's statement to the city clerk and in the special tax to be levied. The city may also impose a fine or penalty for neglecting to keep sidewalks clear of snow and ice.
- (6) **REPAIR AT CITY EXPENSE.** The council may provide that sidewalks shall be kept in repair by and at the expense of the city or may direct that a certain proportion of the cost of construction, reconstruction or repair be paid by the city and the balance by abutting property owners.
- (7) **RULES.** The council may by ordinance implement the provisions of this section, regulate the use of the sidewalks of the city and prevent their obstruction.
- (10) **APPLICATION OF SECTION; DEFINITIONS.** The provisions of this section do not apply to 1st class cities but apply to towns and villages, and when applied to towns and villages:
 - (a) "Board of public works" means the committee or officer designated to handle street or sidewalk matters.
 - (b) "City" means town or village.
 - (c) "Comptroller" means clerk.
 - (d) "Council" means town board or village board.

History: [1975 c. 172, 356, 421, 422](#); [1979 c. 32](#); [1983 a. 189, 532](#); [1991 a. 316](#); [1993 a. 490](#); [1999 a. 150 s. 542](#); Stats. 1999 s. 66.0907; [2015 a. 55](#).

A city cannot delegate its primary responsibility to maintain its sidewalks, nor delegate or limit its primary liability by ordinance. *Kobelinski v. Milwaukee & Suburban Transport Corp.* 56 Wis. 2d 504, 202 N.W.2d 415 (1972).

The defendant property owners' failure to remove snow and ice from sidewalks in violation of a municipal ordinance did not constitute negligence per se. *Hagerty v. Village of Bruce*, 82 Wis. 2d 208, 262 N.W.2d 102 (1978).

A city, exercising its police power, can impose a special tax on properties for the cost of installing a sidewalk on an adjacent city right-of-way without showing that the properties would be benefited. *Stehling v. City of Beaver Dam*, 114 Wis. 2d 197, 336 N.W.2d 401 (Ct. App. 1983).

CASE LAW OVERVIEW

Chapter 66 of the Wisconsin state statutes covers general municipal law and issues of sidewalk maintenance. Sidewalk maintenance cases generally follow the standard negligence rules of highway maintenance cases. These statutes assert that municipalities must exercise reasonable care under all circumstances. Reasonable care stipulates municipal liability in sidewalk cases no matter the circumstances including whether or not the municipality was aware or should have been aware of a defect, whether or not it had the time or opportunity to repair the defect, and whether it was reasonably foreseeable that the defect, if left unrepaired, would cause injury to a user. It is also noted that in cases of natural causes of defective sidewalks (i.e. snowfall or ice buildup due to topography and not substandard drainage systems), the municipality can be held liable if it does not remedy the situation within three weeks of notice.

This three-week rule provides the municipality with significant immunity in cases involving snow and ice removal. This immunity is thoroughly discussed in many sidewalk cases in Wisconsin, most notably in *Kowalski v. City of Wausau* (2000). While the municipality is ultimately held liable for cases involving sidewalk maintenance, they can fine owners for negligence such as failure to remove snow in order to keep sidewalks safer and thus prevent some claims against them. Another power municipalities have is the ability to create a special tax on adjacent properties for sidewalk repair without having to show how the properties will benefit. This allows for repair of sidewalks deemed defective by the community.

There are several important cases that give precedence to these statutes in the court of law. *Kobelinski v. Milwaukee & Suburban Transport Corp.* (1972) stated that "a city cannot delegate its primary responsibility to maintain its sidewalks, nor delegate or limit its primary liability by ordinance." *Hagerty v. Village of Bruce* (1978)

found that a "property owners' failure to remove snow and ice from sidewalks in violation of a municipal ordinance did not constitute negligence per se." The case giving municipalities greater ease in repairing of sidewalks at adjacent property owner expense is found in *Stehling v. City of Beaver Dam* (1983).). Municipalities in Wisconsin will often require adjacent property owners to pay for repairs to sidewalks and will step in to conduct day-to-day maintenance if property owners fail to do so. The municipality may fine and/or receive reimbursement for that maintenance. However, the ultimate responsibility for the maintenance of the sidewalks is still the municipality's.

More recent case law also furthers this precedent. *Dorantes v. Heritage Mutual Insurance Company and Jacquez Automotive Service* (2002) was a case involving a person who slipped on a sidewalk that crossed the driveway of an auto repair shop. There was additional snow that had fallen off of cars moving in and out of the driveway and also packed snow on the sidewalk from tires. Dorantes slipped on this portion of the sidewalk and sued the auto shop. It was ruled that adjacent property owners had no responsibility to remove snow and ice from sidewalk and could only be found liable if the snow or ice unnaturally accumulated (snow falling off of or getting compacted by cars was considered natural). The ruling was in favor of Jacquez and proved the city to be ultimately responsible for this slip and fall accident rather than the adjacent property owner. *Gruber v. Village of North Fond du Lac* (2003) affirmed this position, but ruled in favor of the Village of North Fond du Lac because the ice accumulation that directly caused Gruber's slip and fall was a "natural accumulation" and was believed to be an accumulation that occurred within a three week window that communities in Wisconsin can use to clear snow and ice.

Wisconsin cities interviewed for this study were found to follow these statutes and case law precedent closely. Cedarburg, Wisconsin mentioned that if the city built the sidewalk, it was responsible to see that it got repaired. Depending on what caused the damage, it could be the city's or the adjacent property owner's expense. In the case of a city tree causing the defect, the city would be liable. The City also reported instituting programs to increase consistent maintenance to demonstrate that it was doing all that it could to avoid claims. In terms of snow removal, the City specifically mentioned its state-granted three week leeway in terms of snow removal and that the city passes removal responsibilities to property owners (though the City is still ultimately responsible for snow removal and liability claims stemming from such). Madison, Wisconsin also stated that it was specifically liable for all cases involving sidewalks. While the City does have the three-week immunity to provide clear and safe sidewalk conditions, the City has ordinances that fine adjacent property owners for snow removal negligence to encourage the fast removal of snow from its sidewalks. The City also has a maintenance program that requires a share of the construction costs of repair on the adjacent property owner if repairs are needed and not caused by city trees.

Case Law

- *Kowalski v. City of Wausau* (2000)
- *Kobelinski v. Milwaukee & Suburban Transport Corp.* 56 Wis. 2d 504, 202 N.W.2d 415 (1972)
- *Hagerty v. Village of Bruce*, 82 Wis. 2d 208, 262 N.W.2d 102 (1978)
- *Stehling v. City of Beaver Dam*, 114 Wis. 2d 197, 336 N.W.2d 401 (Ct. App. 1983)
- *Dorantes v. Heritage Mutual Insurance Company and Jacquez Automotive Service* (Ct. App. 2002)
- *Gruber v. Village of North Fond du Lac* (2003)

LEAGUE OF WISCONSIN MUNICIPALITIES DIRECTION

If a municipal ordinance requires property owners to remove snow and ice from sidewalks abutting their property, are the property owners then liable for injuries which

result from a failure to remove snow or ice from a sidewalk?

No. Although a municipality can by ordinance require property owners to remove snow and ice from sidewalks abutting their property, the long-standing rule in Wisconsin is that maintenance of a municipal sidewalk is a non-delegable duty and therefore, the municipality rather than the landowner is responsible for injuries caused by traveling on a snowy or icy municipal sidewalk. See *McCoats v. Threshermen's Mutual Ins. Co.*, Case No. 96-0715 (Ct. App. Jan 14, 1997, unpublished), citing *Walley v. Patake*, 271 Wis. 530, 540, 74 N.W.2d 130, 135 (1956) and *Hagerty v. Village of Bruce*, 82 Wis.2d 208, 213-14, 262 N.W.2d 102, 104 (1978).

Section 66.0907(5) and (10) require the board of public works or other municipal officers designated to handle street or sidewalk matters to "keep the sidewalks ... clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so" Thus, it is ultimately the municipality's responsibility. However, municipalities are afforded some protection by Wis. Stat. sec. 893.83, which prohibits an action for damages for injuries sustained because of a natural snow or ice accumulation unless the accumulation existed for three weeks. Section 893.83 also makes clear that actions for damages caused by accumulation of snow or ice existing more than 3 weeks are subject to sec. 893.80 which affords municipalities immunity for discretionary decisions and limits damages. If a resident fails to remove snow and ice as required by ordinance, that resident is subject to a forfeiture if the ordinance imposes one, and the municipality can perform the work itself and charge the property owner for the removal as a special charge under sec. 66.0627 or as a special tax under sec. 66.0907(5).

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, ^{SSK} Administrator
Re: Offer on Lot #47 Bayfield Properties, LLC
Date: August 1, 2019

Enclosed you will find the offer from Bayfield Properties, LLC for Lot #47 (corner of Central Avenue and Harbor View Drive, along with the correspondence that I have had with Attorney John Carlson related to this request. This property is approximately 100 feet by 300 feet (.68 acre) and is adjacent to the former County Forestry building which Bayfield Properties, LLC already owns. The stated purpose for the property is to use it to screen the planned Pearl Beach Construction development across the street as some type of residential unit is proposed be constructed on the property that Bayfield Properties, LLC currently owns.

At this time, no plans have been submitted to the City for the development of the former Forestry property for a residential unit to be constructed. A conditional use permit would need to be obtained for such a structure to be built, and with that application a plan would be reviewed. This would also allow us to verify that all other aspects of the development requirements such as storm water retention and screening are complied with. It has been stated that Lot 47 is necessary for screening, but no plans proving that have been provided. While Lot 47 is a relatively narrow lot, current zoning requirements for the MUW District call for a front and rear yard setback of 25 feet and a side yard of 10 feet. This would still allow for other potential types of development to occur on the property. At an absolute minimum, plans for the development should be provided before the Council entertains this offer.

Typically, the Council has required a timeline for the development of the property. Moreover, the Council recently required buy back provisions with a penalty if development does not occur within an agreed timeframe. Those are additional provisions that should be considered if this proposal moves forward.

I believe that the Council should also inquire into the apparent change of heart related to development of this area. A few months ago, Mr. Carlson was opposed to a larger scale residential development concept that was estimated to generate some \$36,000 in annual tax revenue to the City. This proposed land sale would generate less than a \$1,000 in annual tax revenue for the land that would be sold, plus whatever increased value might occur on the Forestry property. As there was a lot of concern over the type of housing that was proposed at that time, and what the benefit to the City were going to be. This development

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

should be given the same scrutiny. At this point, I have seen no evidence that suggests this is a better deal for the City or its residents. In addition, at previous meetings the Council has been questioned by members of the Washburn Business Alliance as to how it could go forward with any type of development on the Omaha Street property without an updated Comprehensive Plan.

Until more information is provided on this request, I recommend that the Council deny this land sale. If the Council desires to negotiate on this offer, a closed session is listed on the agenda if the Council desires it.

SPEARS CARLSON & COLEMAN, S.C.

JOHN R. CARLSON*
LINDA I. COLEMAN

Jack A. Carlson
Of Counsel

ROBERT M. SPEARS
(1913-2000)

ATTORNEYS AT LAW
122 WEST BAYFIELD STREET
PO BOX 547

WASHBURN, WISCONSIN 54891

TELEPHONE: 715-373-2628

FAX NO.: 715-373-5716

HAYWARD OFFICE
15886 HWY 63
HAYWARD, WI
TELEPHONE:
715-934-3236

*ALSO LICENSED IN MINNESOTA

July 26, 2019

Scott Kluver
City of Washburn
P.O. Box 638

Re: Lot 47

Dear Scott:

This letter is in response to your email dated July 18, 2019.

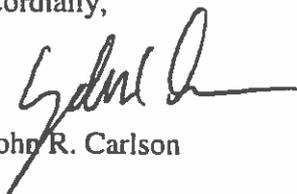
With respect to the natural flow of water, Lot 47 is beneath Bayfield Properties parcel which drains upon it.

The plan for both of the lots is for a residential unit to be constructed on the current lot that will be approximately 3000 square feet. As to how this will expedite development plans, Bayfield Properties needs this additional property to ensure proper screening between what will be build and the industrial building that Pearl Beach might someday build across the road.

This is an opportunity for the city to do right and get property on the tax roll, without the need for improvements to the infrastructure. Also, Bayfield Properties will not be asking the taxpayers for any cash to develop the property and it will increase the value of the TID and the aesthetics of the city. It is a net positive for the city.

It is frustrating dealing with the city's nonsensical positions. When given an opportunity to better the city and increase the tax base, you recommend denying it. This is after you recommended hundreds of thousands of dollars to buy a brokedown dilapidated building that now sits vacant and the city cannot give away.

Cordially,



John R. Carlson

washburnadmin@cityofwashburn.org

From: washburnadmin@cityofwashburn.org
Sent: Thursday, July 18, 2019 8:44 AM
To: 'John Carlson'
Cc: 'Richard Avol'
Subject: RE: Lot 47

Dear Mr. Carlson:

Your Letter has been received. Can you please explain how the natural flow of water from Omaha makes the use of this property best used as an attachment to the property already owned by Michael Anderson? Can you please explain how selling this property will "hasten the development" of the "old forestry property?"

Know that I am doing my due diligence as required under ordinances related to property sales and development in the City of Washburn. I find your statement that if you property sells, Bayfield Properties LLC (I do not know who the members of that LLC are) will move forward with plans to development as early as this fall unacceptable. I want to know what is planned for the property in advance so we do not run into zoning or infrastructure issues going forward. This advised under our ordinances, and has been standard procedure for the City. Unless I get the information that I had previously requested, by recommendation on this matter will be that the Council denies this request.

Scott Kluver
City of Washburn

From: John Carlson <john@washburnlawyers.com>
Sent: Tuesday, July 16, 2019 11:38 AM
To: washburnadmin@cityofwashburn.org
Cc: 'Richard Avol' <washburnmayor@gmail.com>
Subject: Re: Lot 47

Scott:

Please see the attached letter.

Also, is there going to be discussion on updating the comprehensive plan on the August agenda?

John

From: "washburnadmin@cityofwashburn.org" <washburnadmin@cityofwashburn.org>
Date: Wednesday, July 3, 2019 at 7:41 AM
To: John Carlson <john@washburnlawyers.com>
Cc: 'Richard Avol' <washburnmayor@gmail.com>
Subject: RE: Lot 47

John,

To improve the chances of coming to an agreement on this offer, we would like to know what the plans for the development are. We also want to know what the implications on the utility systems will be. Sewer access is very limited in this area, so we would like to know what the plans are so that we know if utility main extensions or other

infrastructure would be required. In addition, know that the City typically has a time limit for the development of the property with a buy-back clause. Sales are usually contingent upon meeting all zoning/permitting requirements as well. All of these factors will be discussed during the Council meeting, so any information that could be provided in advance would be very helpful.

Scott Kluver
City of Washburn

From: John Carlson <john@washburnlawyers.com>
Sent: Thursday, June 27, 2019 3:54 PM
To: washburnadmin@cityofwashburn.org
Cc: 'Richard Avol' <washburnmayor@gmail.com>
Subject: RE: Lot 47

Sorry. Wrong attachment. Please delete the last one.

Thanks,

John

From: washburnadmin@cityofwashburn.org <washburnadmin@cityofwashburn.org>
Sent: Thursday, June 27, 2019 3:49 PM
To: John Carlson <john@washburnlawyers.com>
Cc: 'Richard Avol' <washburnmayor@gmail.com>
Subject: RE: Lot 47

John,

I don't think this was intended for us.

Scott Kluver
City of Washburn

From: John Carlson <john@washburnlawyers.com>
Sent: Thursday, June 27, 2019 3:33 PM
To: washburnadmin@cityofwashburn.org
Cc: Richard Avol <washburnmayor@gmail.com>
Subject: Lot 47

Scott:

Please see the attached letter.

John R. Carlson



**SPEARS,
CARLSON
& COLEMAN S.C.**

122 W. Bayfield Street, P.O. Box 547

JOHN R. CARLSON*
LINDA J. COLEMAN

Jack A. Carlson
Of Counsel

ROBERT M. SPEARS
(1913-2000)

*ALSO LICENSED IN MINNESOTA

SPEARS CARLSON & COLEMAN, S.C.

ATTORNEYS AT LAW
122 WEST BAYFIELD STREET
PO BOX 547
WASHBURN, WISCONSIN 54891
TELEPHONE: 715-373-2628
FAX NO.: 715-373-5716

HAYWARD OFFICE
15886 HWY 63
HAYWARD, WI
TELEPHONE:
715-934-3236

July 15, 2019

Scott Kluver
City of Washburn
P.O. Box 638

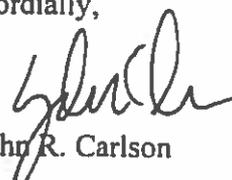
Re: Lot 47

Dear Scott:

This letter is in response to your email dated July 3, 2019. As you know Lot 47 is extremely narrow and that limits its usefulness. Also, the natural flow of water from Omaha is to this property, making the best use of this property an attachment to the property already owned by Michael Anderson. Connecting this parcel to the existing parcel will enhance the property and hasten development of the "old forestry property". Further, depending what was placed on Lot 47, it may require significant investment by the city in the sewer system. Given these issues, the city would be best served by selling it to Bayfield Properties and getting it back on the tax roll.

As for future development, if the city sells the property, Bayfield Properties will move forward as early as this fall with plans to develop the area and will work with the Plan Commission regarding the plans and Bob Anderson regarding the necessary infrastructure. If the city chooses not to sell Lot 47, the development of the existing property owned by Bayfield Properties will be limited and delayed. Hopefully the develop can be done in such a manner that it will increase the value of the tax base and TID without costing the city anything for improving the infrastructure.

Cordially,


John R. Carlson

SPEARS CARLSON & COLEMAN, S.C.

JOHN R. CARLSON*
LINDA I. COLEMAN

Jack A. Carlson
Of Counsel

ROBERT M. SPEARS
(1913-2000)

*ALSO LICENSED IN MINNESOTA

ATTORNEYS AT LAW
122 WEST BAYFIELD STREET
PO BOX 547

WASHBURN, WISCONSIN 54891
TELEPHONE: 715-373-2628
FAX NO.: 715-373-5716

HAYWARD OFFICE
15886 HWY 63
HAYWARD, WI
TELEPHONE:
715-934-3236

June 27, 2019

Scott Kluver
City of Washburn
P.O. Box 638

Re: Lot 47

Dear Scott:

Enclosed you will find an Offer to Purchase Lot 47. I believe this has been approved to be sold and can be heard by the City Council without having to go to the committee.

Cordially,



John R. Carlson

cc. Mayor Avol
City Councilors

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 06/27/2019 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT-OF-SELLER/LISTING-BROKER~~) (~~AGENT-OF-BUYER-AND-SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, Bayfield Properties, LLC
4 _____, offers to purchase the Property
5 known as [Street Address] "Lot 47"
6 in the City Washburn of Washburn County of Bayfield, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: Thirteen Thousand Dollars
9 _____ Dollars (\$ 13,000).
10 ■ EARNEST MONEY of \$ 1,000 accompanies this Offer and earnest money of \$ 1,000
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____.
20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.
22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
24 ■ ZONING: Seller represents that the Property is zoned: _____.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before 09/01/2019. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): P.O. Box 638 Washburn, WI 54891
41 Buyer's recipient for delivery (optional): P.O. Box 547 Washburn, WI 54891
42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)
44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: P.O. Box 638 Washburn, WI 54891
50 Delivery address for Buyer: _____
51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): washburnadmin@cityofwashburn.org
56 E-Mail address for Buyer (optional): john@washburnlawyers.org
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and _____

68 _____
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than 10/01/2019

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____
 85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
 146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS:**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

189

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

190

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

192

loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an

193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.

194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may

195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,

198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the

199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201

FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.

202

ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest

203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per

204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal

205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~
327 ~~ALL THAT APPLY:~~ conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE:~~ electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ ~~CHECK ALL THAT APPLY~~, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and:

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widcoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____

424 _____

425 _____

426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE~~
433 ~~ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

459 _____

460 _____

461 _____

462 _____

463 _____

464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or

474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
508 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] April K. Splittgerber SBN 1117654 Spears, Carlson & Coleman, S.C.
536 _____ on 06/27/19

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____
539 (x)  _____ Date ▲ 6/27/19
540 Buyer's Signature ▲ Print Name Here ► _____ Sayfield Properties, LLC Date ▲ _____

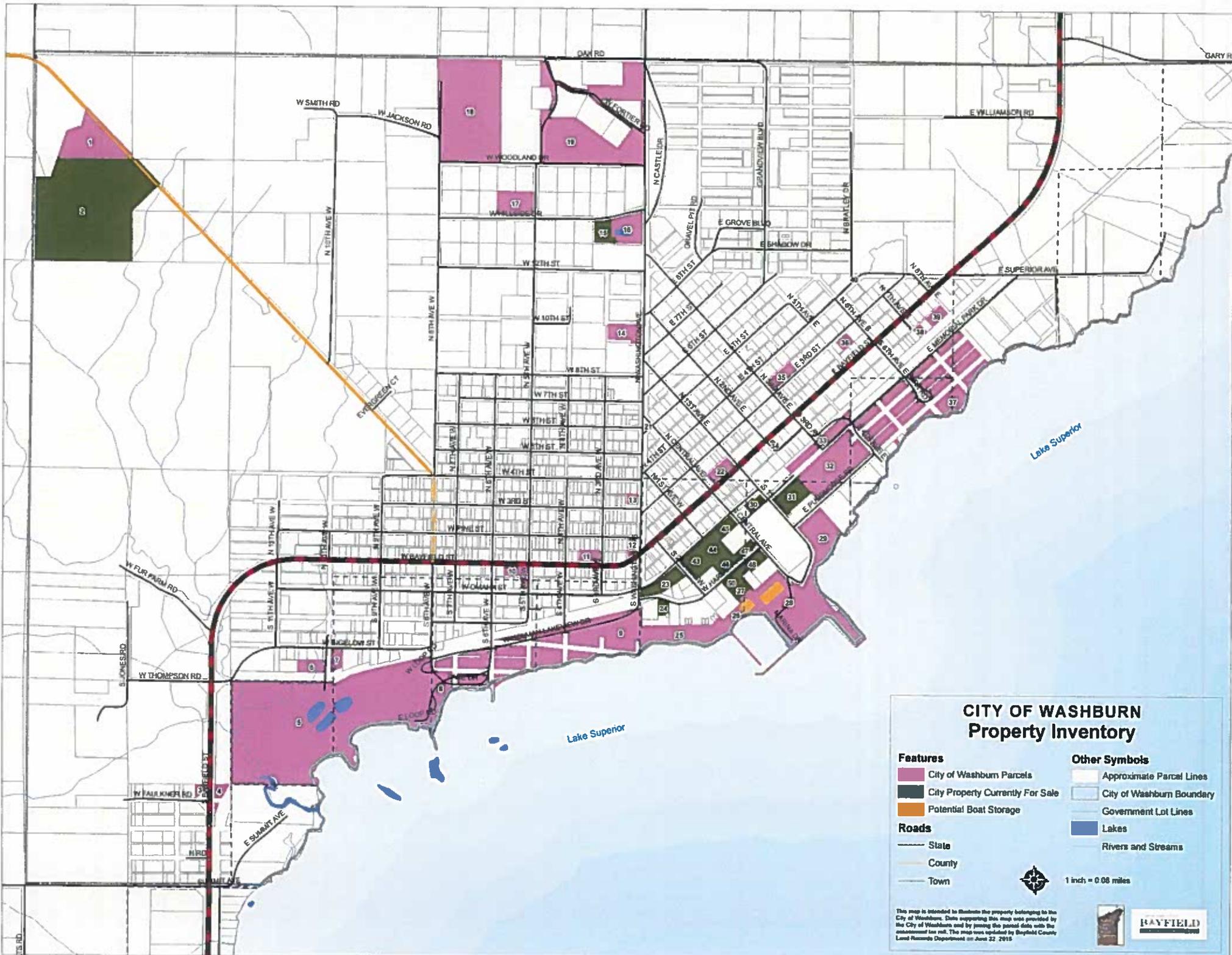
541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► City of Washburn _____ Date ▲ _____

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► City of Washburn _____ Date ▲ _____

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____



CITY OF WASHBURN Property Inventory

Features

- City of Washburn Parcels
- City Property Currently For Sale
- Potential Boat Storage

Roads

- State
- County
- Town

Other Symbols

- Approximate Parcel Lines
- City of Washburn Boundary
- Government Lot Lines
- Lakes
- Rivers and Streams

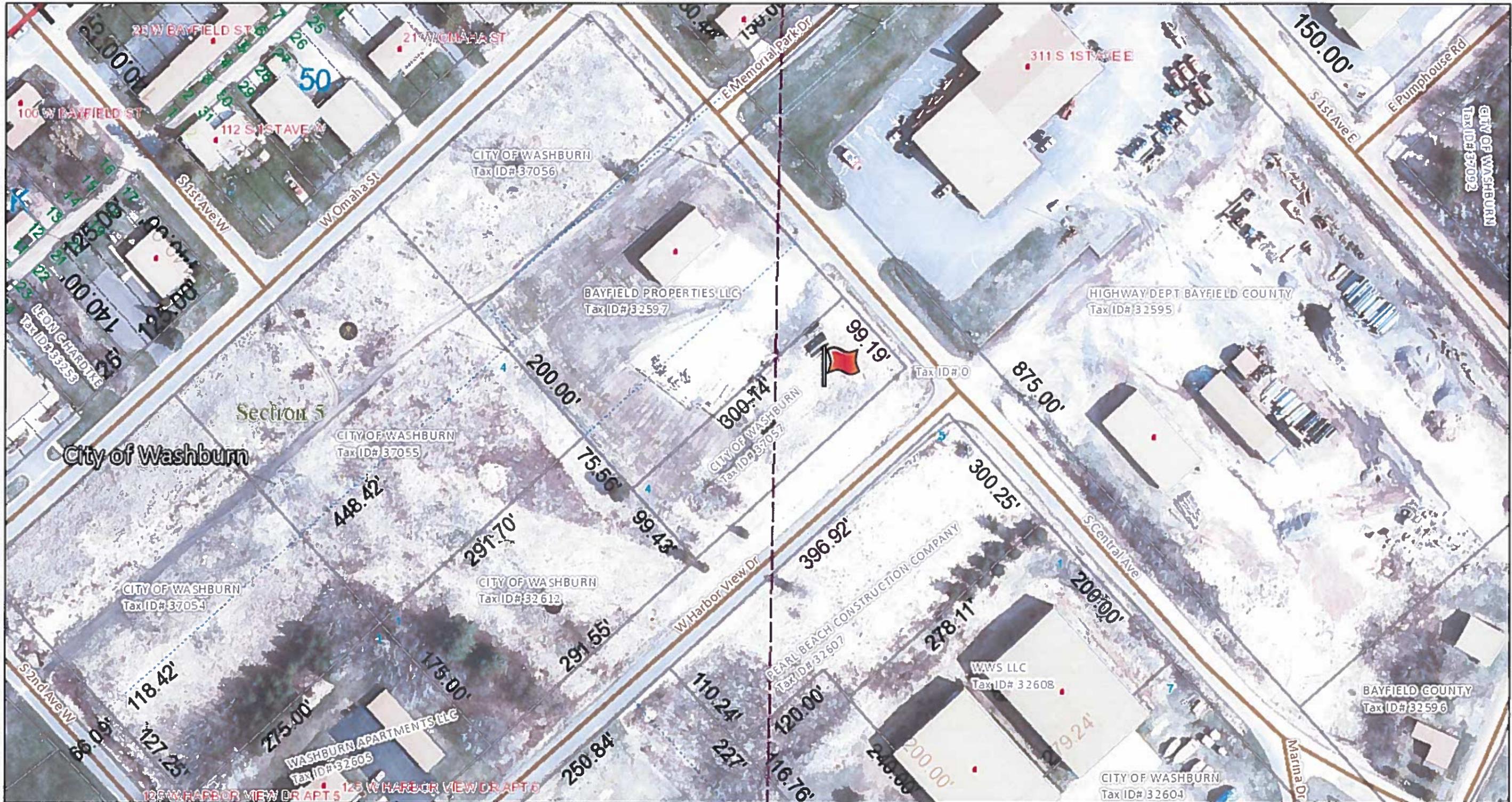


1 inch = 0.08 miles

This map is intended to illustrate the property belonging to the City of Washburn. Data supporting this map was provided by the City of Washburn and by merging the parcel data with the assessment tax roll. The map was updated by Bayfield County Land Records Department on June 22, 2015.



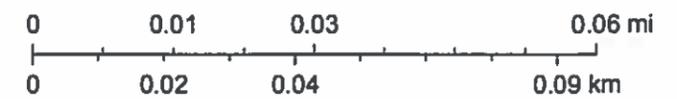
Bayfield County Web AppBuilder



8/1/2019, 11:50:57 AM

1:1,211

-  Override 1
-  Tie Lines
-  Red Cliff Reservation Boundary
-  Meander Lines
-  All Roads
-  Federal
-  Ashland Co Parcels
-  Approximate Parcel Boundary
-  State
-  Douglas Co Parcels
-  Section Lines
-  County
-  Rivers
-  Government Lot



Bayfield County, Bayfield County Land Records

4

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



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

To: Honorable Mayor and City Council Members

From: Tony Janisch, Assistant City Administrator

Re: Book Across the Bay

Date: July 31, 2019

The Book Across the Bay annual event is scheduled for Saturday, February 15, 2020. Below are the requests from the Board of Book Across the Bay.

- A waiver of the city's noise ordinance for Thompson's West End Park on Friday, February 14th from noon until 12:00am; and Saturday, February 15th from noon until 1:00am on Sunday, February 16th, 2020.
- A temporary Class "B" retailer's license for the sale of beer in the finish tent, to be consumed in the tent and well as 50'x30' roped off area just outside of the tent, for Friday, February 14th and Saturday, February 15th. The roped off area will only be open from 7:30pm – 8:30pm on Saturday, February 15th for people to consume their alcoholic beverage while watching the fireworks.
- Parking and driving restrictions to alleviate congestion around West End Park. No parking on 8th Avenue West on either side, no parking on the south side of Bigelow Street, and no parking on the east side of 6th Avenue West.

I have no objection to any of these requests, including the additional day of event, and recommend approval. Police Chief Johnson is ok with the requested parking and driving restrictions, as well as the alcohol license requests and the additional day of event. The Police Chief has requested a visual wristband for those able to drink, to help ease enforcement, and **the motion to include no alcohol outside of the designated areas**. While no alcohol from the event is to be served or consumed outside of the designated areas, the additional motion is to not allow private consumption of alcohol outside of the event designated area. A letter from the Board of Book Across the Bay indicating these requests is also included.

Book Across the Bay
PO Box 307. Ashland, WI 55806
www.batb.org



DEAR CITY COUNCIL MEMBERS,

The Board of Book Across the Bay is once again in the early planning stages of 2020's ski-snowshoe event. As in the previous years, we are seeking the support of the council in the following requests for the event scheduled **Saturday, February 15th, 2020:**

1. A waiver from the city's noise ordinance for Thompsons's West End Park on Friday, February 14th and Saturday, February 15th from 12noon until 1:00a.m. on Sunday, February 16th.
 - a. We would like to host a concert on Friday night before the ski-snowshoe event this year as a method to attract more tourists to the region for an additional day of festivities in our tents, night of lodging in hotels, and added support of our community and businesses from the additional revenue Book will generate.
2. A temporary Class "B" Retailers license for the sale of beer by licensed servers inside the finish tent and in one small (50'x30') roped off and secured area just outside the finish tent for the viewing of our fireworks show for both Friday, 2/14/20 and Saturday 2/15/20.
 - a. Our intent to designate a specific, roped off, and secure area roughly 50' by 30' outside of the tent is to provide an area for spectators to view fireworks with their beer to ease policing efforts and enforcement required to disallow all beer outside of the tent.
 - i. Our 2019 event found this space highly effective at helping to manage the consumption outside of the tents and the Sheriffs Reserve Officers noted it was very helpful to have a designated space to monitor.
3. Parking and driving restrictions to alleviate congestion around West End Park.
 - a. As in past years, to efficiently move pedestrians, cars, and busses through town to West End Park we are again suggesting road postings. Namely, 8th Avenue West be "No Parking" on either side of the road, "No Parking" on the South side of Bigelow Street, and "No Parking" on the East side of 6th Avenue West. The possibility of snowbanks may mean that we will reevaluate this plan prior to the event if needed. City police and Public Works will be encouraged to meet with the BATB Parking team to ensure that the parking and traffic control plan is agreed upon will be adhered to.

We the Board of Directors of Book Across the Bay believe strongly that the event continues to be important to and relevant by offering an affordable and fun winter experience which has dispersed over \$210,000.00 into the region through the use of Work Groups and Service Partnership Agreements with local clubs, schools, and organizations.

Thank you for your contributions and support in previous years, and know that your consideration on the above matters will make the event once again possible for it's 24th year. The council as well as city has always been very much appreciated by BATB. Please feel free to contact us directly if you have any questions.

Sincerely,

Benjamin Thoen & Book Across the Bay Race Directors

RACE DIRECTOR, BATB

773.710.4937

bookxbay@gmail.com

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: ^{SK} Scott J. Kluver, Administrator
Re: Bids for West End Park Boat Ramp Project
Date: July 31, 2019

On the 16th of July, bids were received for the West End Park Boat Ramp Project. The bid results are enclosed. As you will see, there were only two bidders, and the low bid was about \$200,000 over the project budget.

In considering that there are limited funds available for this project, and that my conversations with other potential bidders suggests that area contractors were too busy to complete this work this year and chose not to bid on the project, I recommend that these bids be rejected and the project be re-bid for completion no later than mid-summer of 2020. By doing this, we will hopefully have more, and competitive, bids. In addition, we can hopefully scrape together a few more dollars for this project, and I have spoken to Mr. Janisch about the possibility of applying for an additional grant to hopefully supplement the project. The more dollars that can be applied to this project, the better chance we have to extend the sheeting down the shoreline from the boat ramp to the "fish" to prevent erosion. That is the "add alternate" for this project.

Taking this action unfortunately delays the repair to the dilapidated West End Boat Ramp, but I see little choice. Delaying the project until next year will not affect the Recreational Boating Fund grant that we received to fund a good portion of the project.

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

BID TABULATION

Project: 2019 West End Park Boat Launch Dock Replacement Project

Date of Bid Opening: July 16, 2019 Time of Bid Opening: 2:00 PM

Contractor	Grand Total	Alternate 1 – Extend Sheetpile	Bid Form	Bond
Wren Works LLC	\$662,087	\$450 LF/\$46,350	Y	Y
JFBrennan	\$688,140	\$3,130 LF	Y	Y

Attendees At Bid Opening: City Admin Scott Kluver; Assistant Admin Tony Janisch; Steven Lahti – Wren Works; Michael Mahon – JFBrennan

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
Re: Bids for Chip Sealing City Streets
Date: August 1, 2019

On the 29th of July, bids were received for chip sealing City streets. The bid results are enclosed. As you will see, there were two bidders with the low bid being \$78,580.32 by Scott Construction, Inc. of Lake Delton.

Because of the bid well within the budget in this case, there are three additional streets that the Public Works Director is proposing be chip sealed as well. The original streets included in the bid are:

W. 12th Street – Between N 8th Ave West and Washington Ave.
5th Ave W. – Between Woodland Drive and Wisconsin St.
W. 4th St. – Between N 8th Ave West and Washington Ave.
E. Shadow Dr. – Between E. 8th St. at Gravel Pit Rd. and Bratley Dr.
N. 3rd Ave. E. – Between Bayfield St. and E. 4th St.
N. Central Ave. – Between E 4th St. and Washington Ave.
Harbor View Dr. – Between Central Avenue and Washington Ave.

The proposed additional streets are:

W. 7th St. – Between Washington Avenue and N. 3rd Ave. W.
W. 8th St. – Between Washington Avenue and N. 3rd Ave. W.
S. 2nd Ave. W. – Between Bayfield St. and Harbor View Dr.
N. 6th Ave E – Between Bayfield Street and E 4th St.

This would bring the bid price to \$85,546.07, leaving an 11 percent contingency which can be used for preparation of the streets prior to the chip seal occurring.

I recommend that the bid from Scott Construction be accepted and the draft contract enclosed be approved in the amount of \$85,546.07. Please let me know if you have any questions on this matter.

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

BID TABULATION

Project: Chip Seal

Date of Bid Opening: July 29, 2019 Time of Bid Opening: 2:00 PM

Contractor	Unit Price	Total Bid	Bid Form	Bond
Fahrner	\$2.89 sq. yd.	\$124,778.64	Y	Y
Scott Construction, Inc.	\$1.82 sq. yd.	\$ 78,580.32	Y	Y

Attendees at Bid Opening: City Admin Scott Kluver; DPW Director Bob Anderson; Scott Sturgeon, Scott Construction

**AGREEMENT
CITY OF WASHBURN
AND SCOTT CONSTRUCTION, INC.**

Project: Street Chip Seal 2019

THIS AGREEMENT is made and entered into at Washburn, Wisconsin, by and between the City of Washburn, a Wisconsin municipal corporation, 119 Washington Avenue, P.O. Box 638, Washburn, WI 54891, ("City"), and Scott Construction, Inc., PO Box 340, Lake Delton, WI 53940 ("Contractor").

1. Work. The Contractor shall complete the Work called for in the Contract Documents.

This Work is generally described as chip seal process on the following streets:

- W. 12th Street – Between N 8th Ave West and Washington Ave.
- 5th Ave W. – Between Woodland Drive and Wisconsin St.
- W. 4th St. – Between N 8th Ave West and Washington Ave.
- E. Shadow Dr. – Between E. 8th St. at Gravel Pit Rd. and Bratley Dr.
- N. 3rd Ave. E. – Between Bayfield St. and E. 4th St.
- N. Central Ave. – Between E 4th St. and Washington Ave.
- Harbor View Dr. – Between Central Avenue and Washington Ave.
- W. 7th St. – Between Washington Avenue and N. 3rd Ave. W.
- W. 8th St. – Between Washington Avenue and N. 3rd Ave. W.
- S. 2nd Ave. W. – Between Bayfield St. and Harbor View Dr.
- N. 6th Ave. E. – Between Bayfield St. and E. 4th St.

2. Time for completion; liquidated damages. The time for completion and liquidated damages for failure to complete on time are as set forth in the Contract Documents. The parties recognize that the City will suffer financial loss if the work is not completed on time, but that the quantification of such loss may be difficult to ascertain. Therefore, as compensation for such loss, and not as a penalty for the delay, the parties agree to the liquidated damages set out.

3. Compensation.

(a) City shall pay Contractor in accordance with the Contract Documents. Payment shall not exceed \$85,546.07.00. If the bid is based on per-unit costs, payment shall be based upon actual units or quantities delivered and installed. Estimated quantities are not guaranteed.

(b) Progress payments. There shall be no more than one progress payment for this project. The City will withhold a retainage of 10% from any progress payment.

(c) Final payment. Upon request for Final Payment, and determination by the City that the Work has been completed, the City will pay all amounts owing, including retainages from

progress payments, less any allowable deductions, including but not limited to liquidated damages.

4. Contractor's representations. As inducement to the City to enter into this Agreement, the Contractor represents that it has fully inspected the site, the Contract Documents, and the requirements of the job, and is satisfied that it is familiar with all aspects of the Work as required.

5. Insurance. At all times during the performance of this Agreement, the Contractor shall have in place insurance as outlined in the Instructions to Bidders. All such insurance shall be evidenced by a current certificate of insurance naming the City as an additional insured, and providing that no changes or cancellation for the insurance shall be made without first informing the City.

6. Bonding. The Contractor shall provide to the City, Performance and Payments Bonds, each in an amount equal to the project cost, executed by a surety acceptable to the City.

7. Assignment. This Agreement may not be assigned without the written consent of the other party.

8. Contract Documents. This Contract incorporates within it such of the following documents that exist, which collectively are referred to as the Contract Documents:

- (a) This Agreement.
- (b) Instructions to Bidders, and any addenda.
- (c) The Contractor's Proposal or Bid.
- (d) The Contractor's Performance and Payment Bonds.
- (e) The Contractor's Certificates of Insurance.
- (f) General Conditions.
- (g) Special Provisions.
- (h) Insurance schedule included in the Special Provisions.
- (i) Notice to Proceed.
- (j) Any approved Change Orders.

9. Dispute resolution. All disputes under this contract that cannot be resolved through voluntary means shall be resolved in Circuit Court for Bayfield County, Wisconsin, applying the law of the State of Wisconsin.

10. Priority of documents. If there is any conflict between the specific terms of this Agreement and any of the other Contract Documents, the specific terms of this Agreement shall prevail.

CITY OF WASHBURN
By:

Richard Avol, Mayor

Scott J. Kluver, Clerk

Date

Date

CONTRACTOR
Scott Construction, Inc.
By: John A. Scott, Vice President

Date

7

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



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

To: Honorable Mayor and City Council Members
From: Scott J. Kluver, Administrator ^{SK}
Re: Comprehensive Plan Update or Re-Write
Date: August 1, 2019

As has been mentioned several times, the Comprehensive Plan is dated and should be updated or re-written. It is 12 years old, and by law, it is supposed to be updated every 10 years. Now, I don't expect enforcement action on this, but it could pose problems for the City if we apply for development grants or seek assistance on development projects. Included in your materials is some background on the Smart Growth law.

Given the age of our plan, I do believe it is a good idea to at least review the plan and make necessary updates. Ideally, the plan should reflect the will of the community as to how it would like to move forward. We have had numerous discussions recently on how the Omaha property should be developed and can not come to agreement on how to even discuss that issue. It leads to my concern with many of the other plans the City has developed over the years. Does the community really have an interest and ownership of the plan? Does it truly reflect what the community as a whole wants? Is it practical and reasonable in that the work to be accomplished can actually be accomplished within a given time frame? Does the plan lay out action steps that are actually affordable and can be accomplished with a very limited budget? Does the plan allow for flexibility and the ability to easily adapt if circumstances change or demand it? If the answers to any of these questions are no, then the plan has a high probability of sitting on the shelf.

In my view, the City should have a good plan in place, and as a component of that the Omaha property should certainly receive some extra attention as part of whatever process would be chosen. If you agree with that, it then comes down to what you are willing to spend to get a plan that will actually work for the City. I have reached out to the Northwest Regional Planning Commission (NWRPC) to get an idea of what it might cost if they were selected to assist the City with this process. Attached you will find a scope of work that outlines two options. The first is basically a review and update of the current plan, and the second is a complete re-write of the current plan. You will see the estimated prices involved.

The major concern that is giving me a belly ache is if we go with the update, will that truly accomplish what we need and be a good plan for the City? I have also had some conversations with Mr. Todd Streeter of Community Collaboration. He has worked with several communities including New Richmond and Turtle Lake to help develop plans that are reflective of what the community wants. He would work with a

planning consultant to help write the plan, but his approach touts truly engaging the community. Recently, the plans that he has created have been highly praised and have been touted by the communities that he has worked for. I do not have a price tag for what it would be for him to work for Washburn at this time, but I can continue the conversation if this is a direction that the Council is interested in. It will undoubtedly be more expensive as it would be on top of what say NWRPC would charge. Would it be worth it? There is risk in everything we do, but I have serious doubts about the traditional methods that have been used to date, given our history.

At this point, I am asking the Council for some direction as to where they would like to go. I believe the plan needs to be addressed, but it comes down to how extensive do you want to get, how much are you willing to spend, and what do you expect the finish product to be. With some direction, we can incorporate this into the budget process, and we can explore the possibility of applying for a Coastal Management Grant if the Council desires to pursue this project.

If you are not satisfied with what I have presented here, you could request that an RFP be released for Comprehensive Plan services and you could pick from a number of traditional proposals. I do not believe that will get us any further along unless we have clear agreement as to what we want in a plan.

Please let me know if you have any questions on this matter or wish to discuss further with me.

Wisconsin Briefs

from the Legislative Reference Bureau

Brief 15-12

May 2015

WISCONSIN'S COMPREHENSIVE PLANNING LAW

Wisconsin's comprehensive planning program, sometimes known as the "Smart Growth" initiative, was created by 1999 Wisconsin Act 9, the budget act for the 1999-2001 fiscal biennium. Wisconsin law had previously authorized local governments to create land use and economic development plans, but there was neither a mandatory structure nor required elements for the plans. For local governments that did create land use plans, there was no requirement that future government action follow or adhere to the plan. Without any incentive to plan or state assistance in creating a plan, many local governments did not exercise their authority to plan; those that did often set their plans aside once completed, and the development that occurred bore little relation to the plan that was adopted.

ELEMENTS OF A COMPREHENSIVE PLAN

The "Smart Growth" initiative, created by 1999 Wisconsin Act 9, sought to rectify this situation, first by codifying what a comprehensive plan in Wisconsin must contain. Under the initiative, a comprehensive plan must have the following nine elements, as described in Section 66.1001 (2), Wisconsin Statutes:

Issues and Opportunities: Background information on the local governmental unit and a statement of its objectives, policies, goals, and programs.

Housing: Outline of the unit's existing housing stock and its programs to promote the development of a range of housing choices.

Transportation: Plans for the future development of various modes of transportation within the unit and how this will relate to regional and state transportation plans.

Utilities and Community Facilities: Plans for the future development of a variety of utilities and community facilities, including sewers, water supply, solid waste disposal, water treatment, recycling, parks, telecommunications, power plants and transmission lines, cemeteries, health care, police and fire services, libraries, and schools.

Agricultural, Natural and Cultural Resources: Compilation of policies and programs for the conservation and effective management of natural resources, including groundwater, forests, productive agricultural areas, environmentally sensitive areas, threatened and endangered species, surface water, floodplains, wetlands, wildlife habitat, mineral resources, parks and recreational resources, and historical and cultural resources.

Economic Development: Compilation of goals and programs to maintain and expand the economic base of the unit, including an analysis of the local labor force and the unit's ability to retain and attract future business, plus provisions for promoting the redevelopment of environmentally contaminated sites.

Intergovernmental Cooperation: Proposals for joint planning, decision making, and conflict resolution with other jurisdictions, including school districts and neighboring local governments, and analysis of the unit's relationship to regional and state government.

Land Use: Description of amount, type, and density of existing land use along with a plan for future development and redevelopment of public and private property, including 20-year projections for land uses and utility service areas.

Implementation: Description of how the preceding eight elements will be integrated and how progress toward the plan goals will be

measured, plus a defined process for updating the plan itself at least once every 10 years.

PUBLIC PARTICIPATION

Lawmakers designed the comprehensive planning process to facilitate openness and public participation through several requirements outlined in Section 66.1001 (4), Wisconsin Statutes.

A planning unit must adopt a written procedure providing for wide distribution of planning materials to affected parties during the formulation of a comprehensive plan. The plan must be adopted by formal resolution of the planning unit, with public notice and open meetings provisions attendant to such an action. The proposed plan, along with supporting documentation, must be distributed to every affected municipality in and near the planning area before formal adoption. In addition, adoption must be preceded by a public hearing for which notice is published at least 30 days in advance. Similarly, an ordinance amending or updating a comprehensive plan must be preceded by notice to every landowner whose allowable use of property is affected by the change.

CONFORMITY REQUIREMENT

Prior to the creation of the comprehensive planning law in 1999, there was little reason for local governments to act in compliance with their own land use plans. 1999 Wisconsin Act 9, however, required all local governments to conform a wide variety of actions to the adopted plan after January 1, 2010, including boundary changes, plat approvals, zoning ordinances, or other land use regulations.

GRANT PROGRAM

1999 Wisconsin Act 9 also created a grant program for municipal and other units of government to offset the expense of formulating comprehensive plans, outlined in Section 16.965, Wisconsin Statutes, and Chapter Adm 48 of the Wisconsin Administrative Code. The Department of Administration (DOA) administers the grant program and prioritizes the awarding of grants by a formula that gives

preference to applicants whose proposals address the interests of neighboring and overlapping jurisdictions and comply with all nine planning elements. DOA calculates grant amounts on the basis of the population of the governmental unit applying for a grant. Per statute, municipalities, counties, and other entities had the right to apply jointly for grants, with a view towards multijurisdictional comprehensive plans.

According to DOA, since the creation of the grant program, over 1,500 entities have completed the comprehensive planning process, including 66 counties, 1,453 cities, villages, and towns, 6 regional planning commissions, and 4 tribal governments. This total also includes units participating in multijurisdictional plans. These plans, along with maps and lists of which areas of the state are covered by comprehensive plans, may be viewed at DOA's plan library Internet site (<http://www.doa.state.wi.us/Divisions/Intergovernmental-Relations/Comprehensive-Planning/library-of-comprehensive-plans>).

Since 2001, DOA has awarded \$21 million in planning grants under the program. Several governmental units are still working on their land use and economic development plans, most of which are self-financed. There are also a number of jurisdictions working at updating their comprehensive plans under the statutory requirement (Section 66.1001 (2) (i), Wisconsin Statutes) that comprehensive plans be updated every 10 years. The oldest of the plans adopted are already more than 10 years old.

DEVELOPMENTS SUBSEQUENT TO ENACTMENT

Since the enactment of the 1999 comprehensive planning law, no aspect has generated more controversy than the requirement that governmental actions be consistent with comprehensive plans adopted after January 1, 2010. 2003 Wisconsin Act 233 removed a number of governmental actions that must be consistent with comprehensive plans, including annexation, incorporation, consolidation, detachment of territory, cooperative boundary agreements, municipal

boundary agreements, extraterritorial plat approvals, transportation facility agreements, land acquisition for recreational areas and parks, and construction site and storm water management ordinances. The law retained requirements that platting, mapping, and zoning be consistent with comprehensive plans. 2003 Wisconsin Act 233 also created Section 66.1001 (5), Wisconsin Statutes, stating that any comprehensive plan adopted by a regional planning commission is advisory only and not binding on component local governments.

2003 Wisconsin Act 307 further modified the comprehensive planning law to make sure that owners and leaseholders of nonmetallic mining resources be notified during the creation or modification of a comprehensive plan.

As the decade progressed, and local governments around the state proceeded with the required planning process, the consistency requirement remained a controversial aspect of the program. The legislature revisited the issue during the 2009 session, and, soon after the January 1, 2010 deadline, enacted 2009 Wisconsin Act 372, which delayed the consistency requirement until January 1, 2012, with respect to governments that had applied for but not received grants under the grant program. The law also permitted DOA to grant an extension to January 1, 2012, to governmental units that had already begun the process.

2009 Wisconsin Act 372 further clarified that all towns, not just those exercising village powers, could create comprehensive plans, although towns not exercising village powers may not implement portions of a comprehensive plan requiring village powers. Act 372 also addressed another long-standing concern about "Smart Growth": that comprehensive plans would be used to regulate land use without any further government action. Act 372 clarified that the comprehensive plan, while an official statement of government policy, must be implemented by subsequent government action to be binding, such as a zoning ordinance.

RECENT DEVELOPMENTS

The "Smart Growth" initiative is ongoing and at a different stage than it was during its first 10 years. No planning grants have been awarded since 2010, and none are likely to be awarded in the near future. With a few exceptions, planning initiatives are being funded at the local level. Some of the older comprehensive plans have passed the 10-year mark and are being updated as required by law.

Zoning and other land use actions continue, even in places that have not fully implemented a comprehensive plan. Some municipalities may be operating under a pre-1999 plan, fulfilling the letter of the law relating to consistency requirements; others may have a grant application pending or be acting under a DOA extension, which, under the amended statute, would have expired on January 1, 2012, at the latest. There has been no court ruling on exactly to what extent local governments are constrained by their comprehensive plans. Plans may be less binding than they appear when municipalities may amend their plans to bring nonconforming actions into conformity.

"Smart Growth," although perhaps not so keenly discussed as in past years, continues to have its detractors. There have been attempts to repeal the law outright: 2003 Assembly Bill 435 and 2005 Assembly Bill 645. Neither passed its house of origin. The governor vetoed a similar provision in the 2005 biennial budget bill. More recently, two bills, 2011 Assembly Bill 303 and 2011 Senate Bill 225, would have permitted municipalities to repeal their comprehensive plans entirely. 2011 Assembly Bill 303 passed its house of origin but died in the senate. 2013 Senate Bill 697 permitted local governments to repeal their comprehensive plans and repealed the consistency requirement and the grant program, but it did not pass. Fifteen years after its enactment, the "Smart Growth" initiative has facilitated comprehensive planning in many Wisconsin jurisdictions, and supporters have managed to prevent a repeal of the initiative, which continues without DOA providing new planning grants.



Northwest Regional Planning Commission

NWRPC

keeping your future as our focus

*Serving communities within and counties of
ASHLAND, BAYFIELD, BURNETT,
DOUGLAS, IRON, PRICE, RUSK, SAWYER,
TAYLOR, & WASHBURN*

*And the Tribal Nations of
BAD RIVER, LAC COURTE ORIELLES, LAC DU
FLAMBEAU, RED CLIFF, & ST. CROIX*

PROPOSED SCOPE OF WORK

The purpose of the Comprehensive Plan is to identify issues, opportunities, needs and organize public policy to address them in a manner that makes the best and most appropriate use of City resources. It will also describe a desired future for the community over the next 20 years and establish goals to move toward that future. The Comprehensive Plan will be used by both elected officials and city staff to assist and provide a rational basis for local land use decisions within the community.

COMPREHENSIVE PLAN UPDATE (OPTION A)

A comprehensive plan update presents an opportunity to refresh the plan vision, analyze key conditions and trends, create a reader-friendly format with updated policies, and prepare new implementation mechanisms to make Washburn's Comprehensive Plan more usable and fulfill its community vision and fulfil the basic requirements under 66.1001, Wisconsin Statutes.

Key Work Elements

- Review, update and revise, as appropriate, the contents of the City of Washburn Comprehensive Plan, including technical and supporting information.
- Identify unnecessary, redundant and inconsistent information within the existing comprehensive plan and recommend approaches (e.g. organization, formatting) to develop a more concise and usable document that contains relative data but is not a receptacle of statistics that are not informative to long range planning.
- Identify existing development regulations that need to be revised or updated to be consistent with the Comprehensive Plan update. Work with City staff to revise, as necessary, existing development regulations that support implementation of the updated Comprehensive Plan policies
- Coordinate and support a public participation process for this update. Prepare and produce high quality public outreach materials graphically and in writing describing facts, findings, analysis, and alternatives for community engagement activities, webpage, and public hearings.

Key Tasks

Chapter 1: Introduction

Update process model

Chapter 2: Issues and Opportunities

Update element & statistical data

Vision review and revision, if needed

Chapter 3: Land Use

Revise land use inventory

Revise land use plan, as needed

Update element & statistical data
Validate and update land demand projections
Vision review and revision, if needed

Chapter 4: Waterfront and Coastal Resources

Update element & statistical data
Vision review and revision, if needed

Chapter 5: Transportation

Update element including review and update of existing transportation and the key areas of transportation and land use which is critical to the future of the City.
Vision review and revision, if needed

Chapter 6: Utilities & Community Facilities

Update element & statistical data
Vision review and revision, if needed

Chapter 7: Natural, Cultural and Agricultural Resources

Review, update and revise as necessary.
Vision review and revision, if needed

Chapter 8: Housing

Update element including review and update of existing housing inventories, analyze new data and projected housing needs, validate and update as necessary the identified number of housing units needed to serve the city's projected growth.
Vision review and revision, if needed

Chapter 9: Economic Development

Update element & statistical data
Update with current economic and market data to support economic growth, vitality and a high quality of life in the City. Review and confirm assumptions and policy direction.

Chapter 10: Intergovernmental Cooperation

Review, update and revise as necessary.

Chapter 11: Implementation

Review, update and revise as necessary.

Timeframe: 6 months, including 3 facilitated meetings with the project steering committee

Cost Estimate: \$11,500

COMPREHENSIVE PLAN REWRITE (OPTION B)

A comprehensive plan rewrite is a more substantive and extensive process than plan update proceedings. This process would involve enhanced public participation elements, redrafting, reconfiguration and reformatting of plan narrative, inclusion of additional supplemental information and the creation of new maps and databases. A comprehensive plan rewrite would represent an ongoing, thorough effort to produce a new plan that would guide the City of Washburn through the next 20 years. The rewrite process would be informed by two streams of input: public participation and data review. Public input would be gathered through multiple channels, including meetings and online platforms, throughout all phases of the rewrite process. Additional input would be gathered via focused conversations with key constituencies and stakeholders within the City. Insights gathered via public input will be supplemented by data and document analyses.

Key Work Elements

- Identify a new vision framework (goals, objectives) to guide future growth and development in the City of Washburn
- Policy and implementation strategy review
- Develop new mapping and database products
- Identify new strategies, initiatives, policies and programs and implementation framework for achieving the City's long-range vision.
- Redraft plan narrative, as needed to reflect current conditions and visioning framework
- Prepare a cohesive and integrated land use strategy which embraces the key design elements of the transportation, utilities & community facilities, housing, natural resource and economic development plans.
- Identify existing development regulations that need to be revised or updated to be consistent with the Comprehensive Plan update. Work with City staff to revise, as necessary, existing development regulations that support implementation of the updated Comprehensive Plan policies
- Coordinate and support a public participation process for this update. Prepare and produce high quality public outreach materials graphically and in writing describing facts, findings, analysis, and alternatives for community engagement activities, webpage, and public hearings.
- Conduct a community development survey

Key Tasks

Chapter 1: Introduction

Update process model

Chapter 2: Issues and Opportunities

Revise statistical data, include relevant statistical information to support each of the plan elements.

Chapter 3: Land Use

Revise land use inventory

Conduct visioning exercises

Rewrite land use plan to reflect vision and current conditions

Rewrite narrative and update statistical data

Develop land demand projections in 5-year increments for residential, commercial, industrial and agricultural land uses.

Chapter 4: Waterfront and Coastal Resources

Rewrite narrative and update statistical data
Redraft generalized waterfront plan, if necessary
Conduct visioning exercises, if necessary

Chapter 5: Transportation

Rewrite narrative and update statistical data
Redraft generalized transportation plan
Conduct visioning exercises, if necessary

Chapter 6: Utilities & Community Facilities

Rewrite narrative and update statistical data
Redraft generalized utilities & community facilities plan
Conduct visioning exercises, if necessary

Chapter 7: Natural, Cultural and Agricultural Resources

Rewrite narrative and update statistical data as needed
Conduct visioning exercises, if necessary

Chapter 8: Housing

Rewrite narrative as needed and update statistical data
Redraft generalized housing plan
Conduct visioning exercises, if necessary

Chapter 9: Economic Development

Rewrite narrative and update statistical data
Conduct visioning exercises, if necessary
Incorporate current economic and market data to support economic growth, vitality and a high quality of life in the City.

Chapter 10: Intergovernmental Cooperation

Rewrite narrative as needed
Identify opportunities for improving cross-jurisdictional coordination and enhancing opportunities for plan implementation.

Chapter 11: Implementation

Redraft implementation element to reflect policy and regulatory changes needed in order to achieve the plan's vision and promote concepts which allow reasonable flexibility in plan implementation.
Coordinate strategies and implementation mechanisms among all plan elements and ensure consistency.

Timeline: 12 months, including 7 facilitated meetings with the project steering committee

Cost Estimate: \$29,270
Survey (Optional) \$4,000

washburnadmin@cityofwashburn.org

From: Todd Streeter <todd@involvementisgood.com>
Sent: Monday, July 22, 2019 1:52 PM
To: washburnadmin@cityofwashburn.org
Subject: Conversation Follow-up Materials
Attachments: Streeter Background - 11 x 17 Brochure.pdf; VGC Presentation Invite.pdf

Scott:

It was nice talking with you last week regarding your pending Comp Plan activities. I hope I made some sense during our conversation as I have been recovering from major abdominal surgery several days earlier.

I wanted to provide you with additional information you may find helpful ...

- a. My background information (attached)
- b. City of New Richmond Comp Plan video link:
<https://videopress.com/v/bZkunMHc>
- c. Village of Pleasant Prairie Community Presentation Invite (attached)
- d. Village of Turtle Comp Plan Testimonial:

"I was excited to see the community involvement with the CAP presentation last evening. After hearing the presentations, I am filled with energy and confidence. I am quite comfortable with how the Comprehensive Plan needs to fit in with Strategic Planning by the Board, and I believe it was very wise to request input from the public in the Comprehensive Plan through the CAP. I believe that much of that information can be used with strategic planning, but it also provides an opportunity for a greater partnership with village members and the sub-committees as we work on a strategic plan. (Frankly, I believe 80% of the work / vision from public input is already completed). Anyhow, I was impressed."

- Scott W. Hildebrand, Village Administrator

These three project examples should offer some insight as to the activities your community would undertake and the wide-spread involvement and success your Comp Plan project will achieve.

Feel free to contact Scott Hildebrand as the Turtle Lake Comp Plan project may be more in line with your Comp Plan activities. I worked with the West Central Wisconsin Regional Planning Commission who did the actual drafting of the Comp Plan.

Please don't hesitate to contact me for more information or to answer any questions you may have.

Thanks, Scott and have a great week.

Regards,

Todd Streeter

Todd Streeter



You are invited to Designing Downtown Pleasant Prairie's

Village Green Center Community Presentation

Thursday July 25th 6 pm to 8 pm

Village Hall Auditorium

Come see all the ideas for a downtown commercial district, housing options, parks and trails, community facilities, and site plan concepts and sustainable design features, *and much more!*

Scroll down for more project information



Designing Downtown Pleasant Prairie Committee



Community Designs Village Green Center Downtown Development

The new citizen committee, Designing Downtown Pleasant Prairie, has been busy developing a wide variety of development recommendations for Village Green Center, a new downtown destination development on 100 plus acres.

This group of dedicated volunteers has been researching ideas and concepts for new housing options, commercial district, park and recreation amenities, and public and civic facilities. Other areas of focus include environment-friendly solutions, project marketing, and the downtown's aesthetics, character, branding and themes.

The Village's desire to use a new engagement process designed to let the community drive all aspects of the project's concept development allows interested citizens to directly influence ongoing VGC development activities undertaken by the Village.

This is a project update showing the activities the committee has undertaken to develop their recommendations later this summer.



Designing Downtown Pleasant Prairie Committee



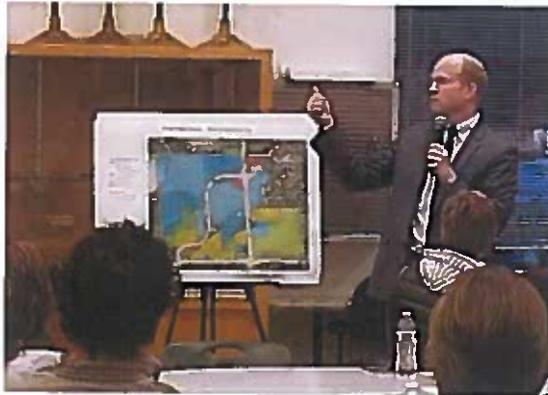
More than 150 residents attend Kick-off event, view committee boards and sign-up.



Ten teams develop test concepts with each team presenting their layout ideas.



Designing Downtown Pleasant Prairie Committee



Nathan Thiel provides project background while members start applying information.



Erik Doersching presents recent housing study. Committees share their research ideas.



Designing Downtown Pleasant Prairie Committee



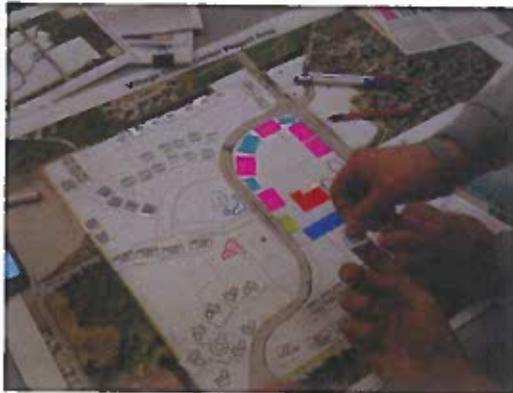
Matt Rinka presents on master planned communities. Members discuss their ideas.



Rodger Motiska presents on branding. Committees share the images they have found.



Designing Downtown Pleasant Prairie Committee



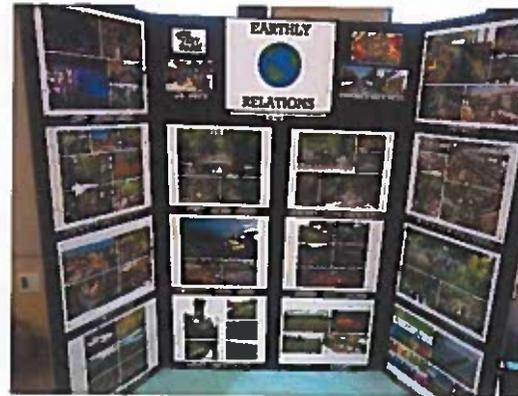
Random teams layout and present scaled structures on the large development map.



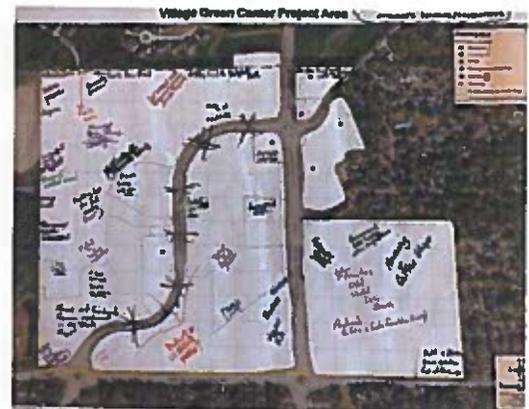
Anne Katz presents on the arts. Random teams layout and present street configurations



Designing Downtown Pleasant Prairie Committee



More than 300 attend the Community Open House to see each committee's concepts



Display boards, presentations, and site plan options generate great attendee feedback



Designing Downtown Pleasant Prairie Committee



Committees

Epicenter on the Prairie (*Civic Facilities & Amenities | Smart Community*)

Village Marketplace (*Commercial District*)

A Place for Everyone (*Housing Options*)

The Leisurely Life (*Parks, Trails, Open Spaces and Recreation*)

Arrive As You Wish (*Vehicle & Personal Modal Infrastructure*)

Pleasantville (*Aesthetics, Branding and Themes*)

Earthly Relations (*Sustainable Development - land & structures*)

The Village Voice (*Marketing and Promotion*)

Presentations

Pleasant Prairie Housing Study - Erik Doersching, Partner, Tracy Cross

Master Planned Communities - Matt Rinka, Steve Morales, Rinka Architects| Planning

Branding and Wayfinding - Rodger Motiska – Motiska Design

Public Art - Anne Katz– Executive Director, Arts Wisconsin

Project Facilitation

Todd Streeter, Principal, Community Collaboration

Client and Colleague Comments

The work is amazing. I'm going to take this to the League of Wisconsin Municipalities and have it used as protocol for teaching Comprehensive Plans across the state because it is that good.

- Scottie Ard, Alderman, City of New Richmond

It's just amazing what you've accomplished and it really shows through that you really care about the city and where we're going. That's huge for all of us and all the residents of the city. I really respect all of you.

- Craig Kittel, Alderman, City of New Richmond

It's a fun process. I learned a lot and I can tell you I'm quite passionate now. I feel honored to be part of this process.

- City of New Richmond Comprehensive Plan Committee Member

Thanks for leading us down this awesome path of community involvement!

- City of New Richmond Comprehensive Plan Committee Member

Todd – thank you for your phenomenal leadership, communication and motivation. Very nice job!!

- City of Cambridge Downtown Revitalization Committee Member

I've been watching the process go from individuals interested in improving downtown to a cohesive, committed group meeting every week to develop fresh ideas the city and ongoing community support can study further for possible implementation in the future.

- Stan Gustafson, Economic Development Director, City of Cambridge

Over the past few years, I have seen Todd work very hard in growing the Chamber and looking at creative opportunities and solutions, such as the Community Symposium, the Downtown Revitalization Committee, and by reaching out to and supporting local businesses. I have appreciated Todd's tireless efforts.

- Mary McComber, Mayor, City of Oak Park Heights, Community Symposium Panel Member

Over the past 4+ years, I have had the pleasure of watching Todd dedicate himself to our city in a manner worthy of the finest leadership I've encountered anywhere.

- Captain Doug Menikheim, USN, retired, Ward 1 Council Member, Stillwater, MN

Todd is a wealth of information, very organized, and has a vision like none other. He kept me informed of the needs of the district, and worked on behalf of the residents of Stillwater and the St. Croix Valley to get good things done for the community on the legislative side. Todd works hard and with passion.

- Senator Karin Housley, Senate District 39, Forest Lake, Stillwater and Surrounding St. Croix Valley

I appreciate the respectful nature of Todd's leadership and his commitment in working all issues and constructing policy with a focus on consensus building. He is a team player and values individual opinions. His leadership has been influential in many area improvements.

- Gary Kriesel, Chairman, Board of Commissioners, Washington County, MN

Todd is one of the most talented strategic thinkers I have known. He knows instinctively how to get a diverse group to work together for a common goal. Todd's amicable personality makes everyone feel appreciated and their input valued. His passion and work ethic gained the respect of government officials and the community.

- Pat Wolf, Owner, Commercial Property Services and Joseph Wolf Brewing Co.



Creating Community *thru* Collaborative Engagement

Introduction to "True" Community Engagement



*Successful collaboration requires trust in
the talent and vision of the community*



Community
Collaboration

Todd Streeter | Principal

Phone | 651.325.7642

Email | Todd@InvolvementIsGood.com

Website | InvolvementIsGood.com

LinkedIn | [Linkedin.com/in/ToddStreeter](https://www.linkedin.com/in/ToddStreeter)

Address | 1940 Redwing Av. S.
Lakeland, MN 55043



Provided by **Todd Streeter**

Engagement Philosophy

Creating community ownership requires sharing control to build trust

Collaboration Establishes Ownership

The success of any community is built upon relationships. Purposeful community engagement creates inclusive collaborations among a wide variety of resident needs and desires, business interests, community leadership, government officials, and local organizations.

Letting the community drive any engagement process promotes direct ownership of their ideas resulting in wide-spread community buy-in, ongoing support and local funding.

Mission and Goals

Mission

Create strong and enduring civic - community relationships through purposeful engagement.

Goals

- Create community-driven ownership and collective determination of the city's future
- Inspire local talents, skills, support and resources to assist the city in creating an ever-evolving community vision
- Establish a long-term collaborative structure generating new and expansive involvement
- Transform the civic and community environment where city officials and community work as one in orchestrating the city's future

"Todd is an effective communicator who works extremely well with city council members, staff and project consultants. He is a tremendous asset to any community or government project."

- Ted Kozłowski, Mayor, City of Stillwater

Experience Brings Value

Community leadership experience provides valuable insights, knowledge and skills

- **Principal**, Community Collaboration
- **Mayor**, City of Lake St. Croix Beach
- **President/Executive Director** Greater Stillwater Chamber of Commerce
- **Co-founder/Chair**, Lower St. Croix Valley Community Foundation
- **Board Member**, St. Croix Crossing Coalition
- **Board Member**, Stillwater/Oak Park Heights Convention and Visitors Bureau

"Todd is a community asset. He has a deep background in the political arena, community consensus building and leadership. His leadership has been exhibited through his being a mayor, community leader."

- Jim Bradshaw, Founder, St. Croix Valley Foundation

Diverse Talents Offer Multiple Benefits

Experienced hands-on leader with a passion for engaging diverse community, business and governmental stakeholders offers extensive talents to any project:

- Consensus builder
- Community strategist
- Group facilitator
- Project coordination
- Strategic problem-solver
- Strong interpersonal skills
- Anticipates potential issues
- Enables sensitive viewpoints
- Creates collaborative culture



Traditional Engagement

Fails to Create Community Ownership

- Doesn't let the community drive the process
- Doesn't establish working relationships
- Doesn't generate wide-ranging ideas and community enhancement projects created by those who actually live in the community
- Doesn't establish an on-going committee to create a strategic implementation plan
- Doesn't cultivate community resources who are interested in supporting community vision
- Doesn't generate meaningful long-term community collaboration
- Doesn't establish community buy-in, funding support and ownership of project outcomes



Traditional open houses don't generate community interest

"I really wanted the Comp Plan to be community driven. What happened in the end was, it was community lead. So there was a little different process that happened and it happened when Todd came in."

- Beth Thompson, Community Development Director, City of New Richmond

New Engagement Approach

Working Committees™ Create Ownership

True community engagement requires community ownership - ownership of their community issues as well as ownership of the community's future potential. This ownership is only achieved by long-term bottom up engagement of stakeholders collaborating throughout the Working Committee™ process.

Using the Working Committee™ approach, a wide range of community stakeholders assume the responsibility of change by taking a purposeful, active and long-term role in the future of their community. They create ideas, solutions, and fresh concepts resulting in community buy-in and ownership of their community's potential and the work required to make it a reality.



Subcommittee members plan the future of their community with maps showcasing their concepts

"What I like about the new approach is that the city officials step back and let the community dream away without consideration of what staff may think. It is truly liberating for the community and the city."

- Lynda Woulfe, City Administrator, Cambridge



Subcommittee chairs present their work to city council and a variety of civic and community organizations

Project Administration

Coordinated Planning & Communications

Community Collaboration coordinates all committee engagement planning, messaging and administration details freeing staff to focus on their own work.

- Project planning, Kick-off & committee formation
- Project meeting agendas and summaries
- Committee and subcommittee communications
- Committee presentations & Open House planning
- Local media planning and press releases

Project Essentials

Talented Volunteers Support City Staff

Leverage community talents, skills, creativity and buy-in to assist staff using volunteer resources.

- Cities let the community drive the process
- 'No' doesn't exist - all ideas are valid
- Anyone can participate on the committee
- Aggressive project promotion to community

"We are taking this entire concept and now we are applying it to government. So that to me speaks to the impact of how this Comp Plan has changed things."

- Fred Horne, Mayor, City of New Richmond



"What I just witnessed (New Richmond Open House) was amazingly talented and authentic people from throughout the community speak with passion and purpose about their ideas for our collective community. Inspiring!!! This process and plan rocks. Thank you for inspiring us!"

- Mike Darrow, Administrator, City of New Richmond

Expertise Delivers Results

Community-Driven Process Outcomes

Engagement process expertise delivers results not available through traditional methods. Below are just a few of the outcomes from two recent community engagement projects:

- 75 participating committee members
- 1500 member volunteer hours
- 12 subcommittees with individual presentations
- 85 committee concepts and recommendations
- 250 attending committee-hosted Open Houses
- 4 live radio interviews and 3 PSA radio spots
- \$70,000 in new grant disbursements
- Establishment of a Community Foundation
- New City Value Statements & Guiding Principles
- Participants have become leaders as Council and Planning Commission members

8

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



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

To: Honorable Mayor and City Council Members
From: Tony Janisch, Assistant City Administrator *Tony*
Re: Campground Improvement Funding Recommendation
Date: July 31, 2019

At the July 16, 2019 Park Committee Meeting, the committee approved a recommendation for Council to allocate \$7,500 for campground improvements to camping pads at Memorial and Thompson's West End Parks. Public Works Director Bob Anderson has estimated that this amount would improve approximately 20 camping pads and at least one of the sharp curves in the campground road. Given the length of our winters and season of campground operation, the desired time to work on these improvements would be this Fall.

At the June 10, 2019 City Council Meeting, the Council approved changes/cuts to the 2019 Capital Budget anticipating shortfalls to the Water & Sewer Utility budgets due to water line breaks. Insurance did cover much of the expense for these water breaks. One of the cuts made was \$10,000 for basketball courts. I recommend that \$7,500 of the capital budget be reauthorized to fund camping pad improvements. If the Council wishes not to allocate from the capital budget, I then recommend authorizing funding from the park designated fund.

The unapproved (draft) Park Committee July 16, 2019 minutes are included. This recommendation occurred in the Discussion on 2020 Budget Timeline.

July 16, 2019

CITY OF WASHBURN PARKS COMMITTEE MEETING

5:30 PM Washburn City Hall

Present: Members:

Jennifer Maziasz (council rep), Jamie Cook, Erika Lang, Wendy Reese, Kyleleen Bartnick

Municipal Personnel:

City Administrator Scott Kluver, City Administrative Assistant Tony Janisch, Public Works Director Bob Anderson, Mayor Richard Avol

Excused Absence(s):

None

Call to Order

Meeting was called to order at 5:32 pm by Maziasz.

Approval of the May 21, 2019 Parks Committee Meeting Minutes

Motion made to approve minutes by Reese; second by Cook. Motion carried unanimously and minutes were approved.

Discussion on 2020 Budget Preparation Timeline

Maziasz reminded the committee that general fund operating budget and capital expense requests must be submitted to the City Administrator by 8:00 am on July 22, 2019. As such, now is the time for the committee to discuss and decide upon budget requests. The Finance Committee will meet between September 10 and October 11, and report their recommendations to City Council on October 14. Park Committee members reflected on the need to continue to complete campground improvements at Memorial Park and Thompson's West End. Motion made by Bartnick to request that the City's Finance Committee allocate \$7,500 from the park budget for campground improvements; second by Cook. Motion carried unanimously.

Update on Little League Baseball Field Construction

Bob Anderson gave an update on the construction. Ashland Daily Press recently published an article featuring the project which was great. The field is being constructed at the north end of the complex. The topsoil is in and has been seeded. Approximately \$15,000 is still needed to get everything up and running as the goal is to construct a regulation little league field. Anderson has met with some potential donors and will continue to follow-up. There may be an opportunity to receive a donation from Bremer Bank, and a donation of labor from the Washburn high school to build the dugouts.

Discussion & Recommendation on Dog Park Location and Plan Details

Committee members reminded everyone that the Parks Committee has been discussing a potential dog park and possible locations for several months. Several locations have been evaluated, all on City property. At the May meeting, local residents attended the meeting and

stated that they were concerned about a dog park being constructed near the cemetery for several reasons. Due to this, the Committee has continued to evaluate additional sites. Reese presented a handout outlining the dog park proposal. A small group of people evaluated a couple of city properties and have concluded that a site adjacent to the walking trail is what they prefer. This would be preferred because it is best to locate a dog park within walking distance of center of town so it is part of the community, and it could also be incorporated with the walking trail.

They presented the following information:

- They propose to use one of the sites along the walking trail that was mowed last year.
- For funding, there are grants available. Additionally, the City could ask for an annual fee from users. Approximately \$27,000 would be needed for a one-acre size lot.

Motion made by Bartnick to open the floor; second by Cook. Motion carried unanimously.

Supporters of the dog park made the following additional comments:

- Fencing could be a combination of wood and steel to blend in better with the natural environment of the lakefront.
- The dog park could set off of the road and trail a bit to provide more of a buffer.
- A shade structure could be constructed if there aren't any existing trees to work with.
- An article titled Public Health Considerations Associated with the Location and Operation of Off-Leash Dog Parks was shared with the committee.

Committee members discussed the following next steps:

- Survey community residents to learn if the majority of the residents support a dog park and if so, what location. A survey could be created and shared via the City's Facebook page and via the Washburn Chamber of Commerce. A conceptual drawing should also be shared, as well as marking the potential areas on the sites. Reese and Bartnick will work on the survey design, and City staff will share the survey with residents to participate. Lang and Reese will meet to mark the potential areas on the sites. Survey results will be brought to the Parks Committee, hopefully in August if results have come in. Motion made by Cook to close the floor; second by Bartnick. Motion carried unanimously.

Discussion & Recommendation on Walking Trail Maintenance Plan

Lang and Bartnick continue to work on updating the walking trail maintenance-management plan. They will have a draft for the Parks Committee to review at the August meeting. The Parks Committee members brainstormed additional people to ask to review the draft plan beyond the community's natural resource experts. Additional people who might be interested could be the Harbor Commission, Vicki Alldritt, Becky Brown, Karen Kozie, and the Washburn Business Alliance. Lang and Bartnick also presented the recommendation for the City to pursue a Wisconsin Coastal Management Program grant to help begin to implement the plan. Grant proposals are due in early November. For a project totaling less than \$50,000, the applicant would have to provide 50% match which could be in the form of in-kind or cash match. There are other grant opportunities as well.

Motion made by Bartnick to open the floor; second by Cook. Motion carried unanimously. Maziasz shared that it while it would be best to have a plan approved by City Council before grant proposals are sought, this will take time. It might be possible to still seek a grant, if it is for activities that should be implemented even in the absence of an updated plan. To be able to implement some activities, Parks Committee members agreed that it would be useful to have funding allocated from the park budget for invasive plant management and general vegetation management in the natural areas adjacent to the walking trail. Motion made by Bartnick to request that the City's Finance Committee to allocate \$5,000 from the park budget for invasive plant management and general vegetation management in the walking trail area; second by Reese. Motion carried unanimously.

Future Topics

- Communication/Informational Materials at Park Kiosks
- Future Location of North Coast Sailing

Motion made by Bartnick to adjourn meeting at 7:12 pm, second by Cook. Motion approved unanimously.

DRAFT

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
Re: Goose Control at West End Park/Treatment Plant Area
Date: July 30, 2019

As you are all aware, goose control in the City has been a perennial issue. This is an issue that has been debated at length, and I know there are strong feelings on this topic. The bottom line is there is not a single solution to the problem, and they are a problem because of the amount of poop left behind.

No other plans or cost-effective solutions have been brought forward to reasonable and effectively address this issue. At a League of Municipalities conference three years ago, Professor David Drake, an expert in urban wildlife, discussed non-lethal and lethal pest control. Unfortunately, no new ideas were presented at this session as to how to deal with the geese issue. We have looked at decoys, lights, sprays, border collies, USDA netting, other forms of harassment. These methods have been found to either be ineffective or cost prohibitive.

I am therefore asking for your approval to shoot geese this fall. This would occur with the protocols that were established earlier this year that I have included.

In conjunction with egg addling, we have been effective in most years in keeping the population under control. It is continual problem because not all of the nests with eggs are on City property.

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

Goose Population Control Protocols

Approved January 14, 2019

The purpose of this document is to provide and outline of the expectations of when a Canadian Goose population control activity are approved and conducted in the City of Washburn. Firearm shooting activities would typically occur during the month of September and may extend into October.

Early Canadian Goose firearm season takes place September 1 through September 15th of any given year. During this time period, five birds per day per person can be taken. After September 15th, only three birds per day per person can be taken. Because of the time of the hunting season, the decision on whether or not to conduct goose population control activities should be discussed at the August Council meeting or earlier.

- Notice shall be put on the city website, specifically on the camping page, by August, of a potential of a goose population control activities.
- Public notice shall be posted in the campground registration kiosk and in the park restrooms if goose control activities are approved and remain in place until all activity has ceased for the season.
- The campground host and seasonal campers shall be notified if goose control activities are approved.
- Campers in the immediate vicinity (first row) of goose control activities shall be notified before the activities begin.
- Signs/cones shall be provided to for those involved that say "Goose Population Control in Progress." Signs should be placed on the intersection leading down to the West End Park Pavilion or on any other road or area that leads to where the hunt will actually occur.
- During firearm population control activities, the intention is to target resident mating pairs of geese. Migrating geese are not the intended target.
- Dispatch will be called immediately prior to firearm population control activities commencing. Caller will request that the City of Washburn officer on duty be informed of activities so officer could observe if available.
- It is preferred, but not required due to circumstances, to avoid weekends for firearm population control activities to reduce the number of people in the vicinity. No goose control activities will be allowed during the entire Labor Day weekend.
- Geese taken during the population control activities shall be donated to local individuals that request them for food. This is coordinated by those involved in the activities.
- In the spring, addling of goose eggs will take place. The permit paperwork for this needs to commence in January.

10

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



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

To: Honorable Mayor and City Council Members
From: ^{SSK} Scott J. Kluver, Administrator
Re: E-Mail for Council Members
Date: July 31, 2019

As was discussed during the April Organizational meeting, it is possible to set up e-mail accounts for all of the Council members for City related business. These accounts would be set up for each individual seat, and would continue as Council members transition. The advantage of this is maintaining better records for open records requests, especially as members transition. It would be web based and hosted by our e-mail provider. The e-mails would be stored on an off-site server.

Before we go through the effort of doing this, I want to make sure that this is something that you want and something that will be utilized. Please let me know if you have any questions on this, and I would appreciate more technical questions in advance of the meeting.

11

**CITY OF WASHBURN
BARTENDER LICENSES
July 1, 2019 thru June 30, 2021**

Approved on 5/13/19 #21-01 thru #21-12.	Approved 6/10/19 #21-13 thru #21-26	Provisional Approved 6/6/19 #21-27 expires 8/5/19.	Provisional Approved 6/18/19 #21-28 expires 8/17/19		Provisional Approved 6/20/19 #21-30 expires 8/19/19	Approved 7/8/19 #21-27 thru #21- 31	P I C K E D
Provisional Approved 7/2/19 #21-32 thru #21- 33 expires 8/31/19	Provisional Approved 7/11/19 #21-34 expires 9/9/19	Provisional Approved 7/23/19 #21-35 expires 9/19/19	Pending Approval 8/12/19 #21-32 thru #21- 35				
LAST NAME	FIRST NAME	MIDDLE NAME	MAIDEN OR PREVIOUS NAME	P A I D	PLACE OF BUSINESS	RENEWAL OR NEW LICENSE	U P
Reese	Wendy	Carolyn	Deerly	X	Roaming	Renewal #21-01	X
Stensvad	Lois	Janet			DaLou's Bistro	Renewal #21-02	X
Gray	Teresa	Ann		X	Roaming	Renewal #21-03	X
Vernon	Louise	Annette	Faulkner		LkSupView Golf	Renewal #21-04	X
Brevak	Donnalee	Marie	Faulkner		LkSupView Golf	Renewal #21-05	X
Brevak	Dale	Arden			LkSupView Golf	Renewal #21-06	X
Larson	Kristy	Anne	Roy		Hansen's IGA	Renewal #21-07	X
Wilcox	Cameron	Ross			Hansen's IGA	Renewal #21-08	X
Currier	Lynn	Marie			Hansen's IGA	Renewal #21-09	X
Burton	Magenta	Ivy			Hansen's IGA	Renewal #21-10	X
Stadler	Robert	Lee		X	Patsy's Bar & Grill	Renewal #21-11	X
Doman	Daniel	Todd			The Snug	Renewal #21-12	X
Sundquist	Roberta	Lee			Midland Services	Renewal #21-13	X
Defoe	Kelsey	Jaqueline		X	Holiday	Renewal #21-14	X
Ochsenbauer	James	Edward		X	Holiday	Renewal #21-15	X
Lawyer	Rose	Marie		X	Harbor View	Renewal #21-16	X
Wolf	Colette	Suzanne		X	Harbor View	New #21-17	X
Ainsworth	Terri	Lea		X	Holiday	Renewal #21-18	X
Eder	Kenneth	George		X	Roaming	Renewal #21-19	X
Weaver	Mary	Johanna		X	LkSupView Golf	Renewal #21-20	X
Johnson	Jamie	Lynne		X	Patsy's Bar & Grill	Renewal #21-21	X
Carcoba-Defoe	Irene			X	Patsy's Bar & Grill	Renewal #21-22	X
Beagan	John	David		X	Stagenorth	Renewal #21-23	X
Jack	Millie			X	Checkerz	Renewal #21-24	
Woodworth	Elizabeth	Loring		X	Stagenorth	Renewal #21-25	X
Jacobson	Mavis	Jill-Marie		X	A Nickel's Worth	Renewal #21-26	X
Belanger	Francois	Joseph		X	Taphouse	Provisional #21-27 New #21-27	X
Bressette	Felecia	Elizabeth		X	Midland Services	Provisional #21-28 New #21-28	X
Defoe	Kelsey	Jacqueline		X	Hansen's IGA	New #21-29	X
Strieter	Rachel	Lynn		X	Hansen's IGA	Provisional #21-30 New #21-30	X
Kozitza	Jill	Marie		X	Hansen's IGA	New #21-31	X
Trimbo	Jared	Steven		X	Patsy's Bar & Grill	Provisional #21-32 New #21-32	X

