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 9.85(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
  o 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 Britton, 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 Thorn, 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 –
  o New Bartender License Applications - #21-32 Through #21-35
  TAB 11
* Closed Session Items
  o 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
5:30PM Washburn City Hall

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

Municipal Personnel:
- Mayor Richard Avol, City Administrator Scott J. Kliver,
- 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 Novacheck to approve the June 10th and June 17, 2019- minutes, second by Austin. Motion carried unanimously.

Approval of Expenditures - A motion was made by Novacheck 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 precedent for the future. Kliver stated that this would be on a case-by-case basis and not a blanket approval. Maziasz 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. Kliver 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. Novacheck referenced verbiage on page 3, the Form of Record, and questioned if the City would be levying a tax. Kliver 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 – Klaver 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. Avoi stated that the timeframe is based upon DOT approval, manufacturing, and then installation. They would not be here this summer. Novachek added that the act 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. Avoi 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. Klaver stated that each time would require re-permitting. Maziaz agreed and suggested removing Fishing Pier from the sign.

Mary Moffitt 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. Maziaz 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. Avoi 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. Klaver 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 wish Mark A. Van Vlack 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 Marjar. 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 4:30 PM
Committee Member Karen Spears Novacheck, 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 Clerk’s 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 Avel Lau

Home Address: 29135 County Hwy C, Washburn, WI 54891
Cell: 715-0185
Email: thetech2@gmail.com

Occupation: Retired Special Education 1st teacher

Are you currently serving on a City Committee, board or commission? Yes ☒ No

If yes, please list: I serve on the Northlight 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 35 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 ☒ No

Signature: Ellen Avel Lau

Date: 7/24/19
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.

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. 20108-532859, 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. 20108-532859, 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 CAREFULLY EXAMINED, WITH SECTION 235.34 OF THE WISCONSIN STATUTES AND THE CITY OF WASHBURN SUBDIVISION CONTROL, THE SURVEY, BOUNDARY記者, SURVEY, SUBDIVISION AND MAP; AND

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

[Signature]

PETER A. NELSON
WISCONSIN 00777

CITY OF WASHBURN ZONING APPROVAL

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

SCOTT KLUVER – CITY ADMINISTRATOR

DATED THIS ___ DAY OF ___, 2019

CERTIFICATES

CLIENT: BRATLEY, J.

NO: 683

DRAWN BY: P. NELSON

DATE: 7/17/19

FIELD WORK COMPLETED: 7/17/19

Nelson Surveying Incorporated

Surveying Your Neck of the Woods Since 1954

105 W. Main Street
Gardner, Wisconsin 54529
Phone: (715) 892-5000
Fax: (715) 892-5188

MAP NO.: CSM 30329

Sheet 2 of 2 Sheets
To: Honorable Mayor and City Council Members

From: 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.

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


A city cannot delegate its primary responsibility to maintain its sidewalks, nor delegate or limit its primary liability by ordinance. Kobelski v. Milwaukee & Suburban Transport Corp. 58 Wis. 2d 129, 203 N.W. 2d 411 (1972).

The defendant property owners' failure to remove snow and ice from sidewalks is violation of a municipal ordinance did not constitute negligence per se. Hagerty v. Village of Bruce. 67 Wis. 2d 708, 226 N.W. 2d 102 (1975).

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. Stirling v. City of Beaver Dam. 114 Wis. 2d 197, 340 N.W. 2d 411 (Cl. 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. Kobelski 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**

- Kobelinski v. Milwaukee & Suburban Transport Corp. 96 Wis. 2d 904, 220 N.W. 2d 415 (1972)
- Hagerty v. Village of Bruce, 92 Wis. 2d 208, 262 N.W. 2d 102 (1978)
- Stehling v. City of Beaver Dam, 114 Wis. 2d 197, 336 N.W. 2d 401 (Cl. App. 1983)

**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 McClosky v. Thrasher's Mutual Inc. Co., Case No. 96-0715 (Ct. App. Jan 14, 1997, unpublished), citing Walley v. Palke, 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).
To: Honorable Mayor and City Council Members

From: Scott J. Kluver, Administrator

Re: Offer on Lot #47 Bayfield Properties, LLC

Date: August 1, 2019

Endorsed 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 to 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 was 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.
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
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 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 develop 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

Scott:

Please see the attached letter.

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

John

John Carlson <john@washburnlawyers.com>

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 Avoi' <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 Avoi' <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 Avoi <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
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,

[Signature]

John R. Carlson
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,

[Signature]

cc. Mayor Avel
City Councilors
WB-13 VACANT LAND OFFER TO PURCHASE

1. LICENSEE DRAFTING THIS OFFER ON 09/27/2019

2. [DATE IS (AGENT OF BUYER)

3. AGENT-OF-SELLER/LISTING-BROKER] (AGENT-OF-BUYER-AND-SELLER) STRIKE THOSE NOT APPLICABLE

4. GENERAL PROVISIONS: The Buyer, Bayfield Properties, LLC, offers to purchase the Property

5. Crowned as [Street Address], Lot 47

6. In the City of Bayfield, County of Bayfield, Wisconsin in the

7. Additional description, if any, at lines 458-464 or 528-534 or attach as an addendum per line 525, on the following terms:

8. PURCHASE PRICE: Thirteen Thousand Dollars ($13,000)

9. EARNEST MONEY of $ 1,000 accompanies this Offer and earnest money of $ 1,000

10. will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

11. THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

12. INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 16-19, and the following additional items:

13. NOT INCLUDED IN PURCHASE PRICE:

14. CAUTION: Identify Fixtures that are on the Property (see lines 230-239) to be excluded by Seller or which are rented

15. and will continue to be owned by the lessor.

16. NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are

17. included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

18. a ZONING: Seller represents that the Property is zoned:

19. ACCEPTANCE: Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

20. copies of the Offer.

21. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines

22. running from acceptance provide adequate time for both binding acceptance and performance.

23. BINDING ACCEPTANCE: This Offer is binding upon both Parties only if a copy of the accepted offer is delivered to Buyer on

24. or before 09/27/2019,

25. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

26. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

27. OPTIONAL PROVISIONS: TERMS OF THIS OFFER THAT ARE PROCEEDED BY AN OPEN BOX ( ) ARE PART OF THIS

28. OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X" THEY ARE NOT PART OF THIS OFFER IF MARKED "NIA"

29. OR ARE LEFT BLANK.

30. DELIVERY OF DOCUMENTS AND WRITTEN NOTICES: Unless otherwise stated in this Offer, delivery of documents and

31. written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-56.

32. (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if

33. named at line 40 or 41.

34. Seller's recipient for delivery (optional): P.O. Box 638 Washburn, WI 54891

35. Buyer's recipient for delivery (optional): P.O. Box 547 Washburn, WI 54893

36. (2) Fax: transmission of the document or written notice to the following telephone number:

37. Seller: ( )

38. Buyer: ( )

39. (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a

40. commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for

41. delivery to the Party's delivery address at line 49 or 50.

42. (4) U.S. Mail: depositing the document or written notice payment prepaid in the U.S. Mail, addressed either to the Party,

43. 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.

44. Delivery address for Seller: P.O. Box 638 Washburn, WI 54891

45. Delivery address for Buyer:

46. (5) Delivery electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

47. 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

48. personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

49. to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

50. E-mail address for Seller (optional): washburnmrv@cityofwashburn.org

51. E-mail address for Buyer (optional): john.was3275@hotmail.com

52. PERSONAL DELIVERY VIA REGULAR PERSONAL delivery to, or Actual Receipt by, any named Buyer or Seller

53. constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 245-278) other than those identified in the disclosure report dated ___________ which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference.

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

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

- The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and property tax credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- Current assessment times current mill rate (current means as of the date of closing)
- The reassessment (current mean as of the date of closing)
- The reassessment (current mean as of the date of closing)

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

Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based on the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY: If property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rent thereunder to Buyer at closing. The terms of the (written) (or) (strike one) lease(s), if any, are:

Insert additional terms, if any, at lines 485-494 or 526-534 or attach as an addendum per line 525.

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

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

MANAGED FOREST LAND: All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).

This designation continues after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the current owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.

The DNR Division of Forestry monitors forest management plan compliance. Changes to make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call the local DNR forester or visit http://www.dnr.state.wi.us/.
FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares.

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

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

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

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

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Ch 53 or NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information, call the county zoning office or visit [http://www.dnr.state.wi.us/]

Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALKTHROUGH: Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Buyer shall maintain the Property until the earlier of (a) closing or occupancy of Buyer in materially the same condition as the date of acceptance of this Offer, except for ordinary wear and tear; if, prior to closing, the Property is damaged in an amount of more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and the Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

UNINSURED IMPORTANT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

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

a. Proposed, planned or commenced public improvements or construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

b. Government agency or court order requiring repair, alteration or correction of any existing condition.

c. Land division or subdivision for which required state or local approvals were not obtained.

d. A portion of the Property is in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 124-135), or comparable program.

f. Boundary or lot disputes, encroachments or encumbrances, a joint development or violation of fence laws (Wis. Stat. ch. 80)

g. Where one or both of the properties is used and occupied for farming or grazing.

h. Material violations of environmental rules or other rules or agreements regulating the use of the Property.

i. Conditions constituting a significant health risk or safety hazard for occupants of the Property.

j. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.

k. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, asbestos, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.

l. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.

m. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

n. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and arsenic, and out-of-service wells and diatoms required to be abandoned (Wis. Admin. Code § NR 612.28) but that are not abandoned/abandoned according to applicable regulations.

(Definitions Continued on page 6)
FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
190 loan commitment as described below, within _____ days of acceptance of this Offer. The financing shall be in an
190 amount of not less than $______ for a term of not less than _____ years, amortized over not less than _____ years.
190 Initial monthly payments of principal and interest shall not exceed $____ per month. Monthly payments may
190 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
190 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
190 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount,
190 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
190 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

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

191 [ ] FIXED RATE FINANCING: The initial rate of interest shall not exceed _____%.
192 [ ] ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____%.
193 The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
193 year. The maximum interest rate during the mortgage term shall not exceed _____%.

200 and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
200 525-534 or in an addendum attached per line 525.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
210 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
210 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
210 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
210 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
210 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
210 unacceptability.

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

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this
220 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
220 commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already
230 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
230 the same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
230 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
230 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
230 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
230 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

APPRaisal CONTingency: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
250 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
250 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed-upon
250 purchase price. This contingency shall be deemed satisfied only if Buyer, within 7 days of acceptance, delivers to
250 Seller a copy of the appraisal report which indicates that the appraised value is equal to or greater than the agreed-upon
250 purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
250 deadlines provide adequate time for performance.
DEFINITIONS: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.

DEFECT: "Defect" means a condition that would have a significant adverse affect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, soil tests, or other development-related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optimal contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 325). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.
PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:

[Insert proposed use and type and size of building, if applicable, e.g., three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-355.

ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at Buyer's (Seller's)Strike One" Buyer's if neither is struck) expense, verification that the Property is zoned and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

SUBSOILS: This Offer is contingent upon Buyer obtaining, at Buyer's (Seller's) Strike One" Buyer's if neither is struck) expense, written evidence from a certified soils tester that (a) soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a septic system, for the development of the following properties that are approved by the State for use with the type of property identified at lines 308-309.

PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent upon Buyer obtaining, at Buyer's (Seller's) Strike One" Buyer's if neither is struck) expense, copies of all public and private easements, covenants and restrictions affecting the Property and written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-309.

APPROVALS: This Offer is contingent upon Buyer obtaining, at Buyer's (Seller's) Strike One" Buyer's if neither is struck) expense, permits, approvals and licenses, as appropriate, for the final discretionary action by the granting authority prior to the issuance of such permits, approvals and license, for the following items related to Buyer's proposed use:

BASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at Buyer's (Seller's) Strike One" Buyer's if neither is struck) expense, written evidence that the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) are in place and complete:

- Gas
- Water
- Sewer
- Telephone
- Cable

ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at Buyer's (Seller's) Strike One" Buyer's if neither is struck) expense, written verification that there is legal vehicular access to the Property from public roads.

AND USE APPROvals: This Offer is contingent upon Buyer obtaining, at Buyer's (Seller's) Strike One" Buyer's if neither is struck) expense, a
- Rezoning
- Conditional use permit
- Scenic/cultural/visual merit
- Building permit
- Occupancy
- Other

written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

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

- Strike One: Additional map features which may be added include, but are not limited to:
- Staking of all corners of the Property, identifying dedicated and apparent streets; lot dimensions; lot area or square footage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them.
- Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadlines for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
- Upon delivery of Buyer's notice, this Offer shall be null and void.
Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

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

**EARNEST MONEY**

- **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
- **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

**DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.

At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 80 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (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) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

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

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

**NOTICE ABOUT SEX OFFENDER REGISTRATION:** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at http://www.wicorrections.org or by telephone at (608) 240-6830.
SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice of acceptance of a prior Offer, nor is Seller obligated to notify Buyer of the acceptance of any other Offer that has been accepted by Seller. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller’s notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than 30 days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

11. TIME OF THE ESSENCE: "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines and all other dates and Deadlines in this Offer except:

12. TITLE EVIDENCE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed.

13. CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed.

14. TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner’s policy of title insurance in the amount of the purchase price or a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer’s lender.

15. GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at Seller’s (Buyer’s) STRIKE PRICE ("Seller’s" if neither stricken) cost. If Seller's (Buyer’s) STRIKE PRICE ("Seller’s" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that the title is not acceptable for closing (see lines 442-448).

16. PROVISION OF MECHANICAL TITLE: For purposes of closing, title evidence shall be acceptable if the required title commitment is delivered to Buyer’s attorney or Buyer not more than days after acceptance ("5" if left blank).

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

18. SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced within the time of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0527 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0071(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES

1. [Blank]

2. [Blank]

3. [Blank]

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

1) sue for specific performance; or
2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.

Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of any Property feature(s) to be separately inspected, e.g., dumpster(s), etc. which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

CAUTION: Buyer should provide sufficient time for the primary Inspection and any specialized inspection(s), as well as any follow-up inspection(s).

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

For the purposes of this contingency, Defects (see lines 397-399) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE (shall if neither is strike through) have a right to cure the Defects, if Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) 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 or (b) Seller does not timely deliver the written notice of election to cure.

ADDITIONAL PROVISIONS/CONTINGENCIES

This Offer was drafted by [Licensee and Firm] on 09/21/19.

Buyer's Signature ▶ Print Name Here ▶ Date ▶ 6/27/19
Buyer's Signature ▶ Print Name Here ▶ Sayles Properties, LLC Date ▶

SABRETT MONEY RECEIVED Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

Seller's Signature ▶ Print Name Here ▶ City of Washtenaw Date ▶

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

This Offer is rejected This Offer is countered (See attached counter)

Seller Initials ▶ Date ▶
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.

The City of Washburn is an equal opportunity provider, employer, and lender.
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 Thompson’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 (30’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
To: Honorable Mayor and City Council Members
From: 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 suggest 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

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Grand Total</th>
<th>Alternate 1 – Extend Sheetpile</th>
<th>Bid Form</th>
<th>Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wren Works LLC</td>
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<td>$450 LF/$46,350</td>
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<tr>
<td>JFBrennan</td>
<td>$688,140</td>
<td>$3,130 LF</td>
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</table>

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

Project: Chip Seal

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

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Unit Price</th>
<th>Total Bid</th>
<th>Bid Form</th>
<th>Bond</th>
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<tr>
<td>Fahlmer</td>
<td>$2.89 sq. yd.</td>
<td>$124,778.64</td>
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<td>Scott Construction, Inc.</td>
<td>$1.82 sq. yd.</td>
<td>$78,580.32</td>
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<td>Y</td>
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</table>

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. 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

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

Date
To:        Honorable Mayor and City Council Members
From:    Scott J. Kluver, Administrator
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

The City of Washburn is an equal opportunity provider, employer, and lender.
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'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 (9), 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 shareholders 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 545. 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.
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 fulfill 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

phone: 715.635.2197 | fax: 715.635.7282 | 1400 South River Street, Spooner, WI 54801 | www.nwrpc.com | info@nwrpc.com
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
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://vimeo.com/142707944

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*
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.
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.
Nathan Thiel provides project background while members start applying information.

Erik Doersching presents recent housing study. Committees share their research ideas.
Matt Rink presents on master planned communities. Members discuss their ideas.

Rodger Motiska presents on branding. Committees share the images they have found.
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.
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.
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 Auk, 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 Kett, 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 McDoner, 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 Menke, 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 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 Kerin 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 collaborative building. He is a team player and values individual opinions. His leadership has been influential in many area improvements.

- Gary Kiesel, 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.

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

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
- Insure 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 overly officials and community work as one in orchestrating the city's future

“Tod 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 coordinator
- 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

“Tod was a key player in our community engagement strategy, bringing valuable insights and knowledge to the table.”
- Ted Krizelicki, Mayor, City of Stillwater

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 buy-in of 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.

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

“Tod was 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 Krizelicki, Mayor, City of Stillwater

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 community members
- 1500 member volunteer hours
- 12 subcommittees with individual presentations
- 65 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

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

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 Grove Heights Convention and Visitors Bureau

“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 Tod came in.”
- Beth Thompson, Community Development Director, City of New Richmond

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

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 with no evaluation of what staff may think. It is truly liberating for the community and the city.”
- Lynda Woulfe, City Administrator, Cambridge
To: Honorable Mayor and City Council Members

From: Tony Janisch, Assistant City Administrator

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.

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

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 16. Park Committee members reflected on the need to continue to complete campground improvements at Memorial Park and Thompson’s West End. Motion made by Betrick 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 turf 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 moved 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 site 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 mapping 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 Aldritt, Becky Brown, Karen Koize, 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 p.m., second by Cook. Motion approved
unanimously.
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 adding, 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 an 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 activity.
- 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 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, adding of goose eggs will take place. The permit paperwork for this needs to commence in January.
To:        Honorable Mayor and City Council Members

From:     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.

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